1910.

NEW ZEALAND

COMMITTEE ON ALLEGATIONS MADE BY THE HONOURABLE MEMBER FOR STRATFORD

(REPORT OF THE);

TOGETHER WITH MINUTES OF PROCEEDINGS, MINUTES OF EVIDENCE, AND APPENDIX.

(MR. HANAN CHAIRMAN.)

Reports brought up 19th October and 25th November, 1910, and ordered to be printed.

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NEW ZEALAND

COMMITTEE ON ALLEGATIONS MADE BY THE HONOURABLE MEMBER FOR STRATFORD

(REPORT OF THE); TOGETHER WITH MINUTES OF PROCEEDINGS, MINUTES OF EVIDENCE, AND APPENDIX.

(MR. HANAN CHAIRMAN.)

Reports brought up 26th November, 1910, and ordered to be printed.

ORDERS OF REFERENCE.

Extracts from the Journals of the House of Representatives.

THURSDAY, THE 29TH DAY OF SEPTEMBER, 1910.

Ordered, "That the allegations made by the honourable member for Stratford during the debate on the Financial Statement, published on page 461 of the second volume of *Hansard* for this session, dated 10th August, 1910, concerning the purchase of private estates by the Crown for the purposes of close settlement, as follows—(1) That a member of Parliament acted as agent for the vendor, and received a commission in connection with the purchase of an estate; (2) that, in connection with the purchase of an estate, two members of Parliament acted in collusion and received a commission; (3) that a member of Parliament divided a commission with a land agent in connection with the purchase of land by the State; (4) that a member of Parliament received a huge commission, running into four figures, for acting as agent in connection with the purchase of land by the State—and any other allegations of a similar nature against members of Parliament that may be brought before the Committee be referred to a special Committee for investigation and report; the Committee to consist of Mr. Allen, Mr. Buchanan, Mr. Fraser, Mr. Graham, Mr. Hanan, Mr. Massey, Hon. Mr. Millar, Mr. Myers, Mr. Reed, and the Right Hon. Sir J. G. Ward; five to be a quorum: the Committee to have power to call for persons and papers, and to examine such witnesses as they deem necessary. The Committee to report within one month. The Press to be admitted to the Committee during the taking of evidence, but not while the Committee is deliberating."—(Right Hon. Sir J. G. WARD.)

TUESDAY, THE 25TH DAY OF OCTOBER, 1910.

Ordered, "That His Honour the Chief Justice having stated the objection of all the Judges to accepting the proposed commission to inquire into the charges made by the honourable member for Stratford, the Order of the House adopting the recommendation of the Special Committee set up for the purpose of inquiring into such charges be rescinded, and the charges, with the exception of that against the Hon. T K. Macdonald, be referred back for investigation to the same Committee."—(Right Hon. Sir J G. WARD.)

WEDNESDAY THE 9TH DAY OF NOVEMBER, 1910.

Ordered, "That the time originally fixed by a resolution of this House dated the 29th day of September, 1910, in which the Special Committee set up to investigate allegations made by the member for Stratford and referred to in the said resolution is to report to the House thereon, be extended—that is to say from the 29th day of October, 1910, to the 19th day of November, 1910; and that all the proceedings of the Chairman and members of the said Committee since the said 29th day of October to the date of the passing of this resolution be and are hereby validated."—(Mr. HANAN.)

FRIDAY, THE 18TH DAY OF NOVEMBER, 1910.

Ordered, "That a week's extension of time—that is to say from the 19th November to the 26th November, 1910—be granted to the special Committee set up to consider the allegations made by the member for Stratford, in which to report to the House."—(Mr. HANAN.)

REPORT.

THE Committee to whom was referred the allegations made by the honourable member for Stratford during the debate on the Financial Statement, published on page 461 of the second volume of *Hansard* for this session, dated 10th August, 1910, concerning the purchase of private estates by the Crown for the purposes of close settlement, and which are more particularly set out in the order of reference to this Committee, a copy of which is attached hereto, have the honour to report that in accordance with the Committee's request the honourable member for Stratford appeared before the Committee and made the following charges :—

1. That Charles Edwin Major, in or about the year 1904, while a member of Parliament, conducted the sale to the Government of a property of Frederick Bayly at Toko, and received from the said Frederick Bayly a commission or sum of money for so doing

2 That Charles Edwin Major and Walter Symes, or one of them, in or about the year 1905, while both members of Parliament, conducted the sale to the Government of a property of Alfred Bayly at Toko, and received from the said Alfred Bayly a commission or sum of money, which the said Charles Edwin Major and Walter Symes divided.

3 That the said Walter Symes, in or about the year 1906, and again in 1908, while a member of Parliament, charged, and received from, a number of west coast lessees of Native lands, commissions or sums of money for preparing and conducting petitions in Parliament on their behalf

4. That the said Walter Symes, in the year 1905, while a parliamentary election was presently in prospect in which the said Walter Symes intended to become, and subsequently became, a candidate, and being then actually a member of Parliament, did threaten or cause to be threatened a certain newspaper that he would use his influence as a member of Parliament to prevent Government advertisements from being given to the said newspaper unless he received the support of, or was treated to his own satisfaction by, the said newspaper during the said election contest.

5. That Thomas Kennedy Macdonald, in or about the year 1904 and subsequent years, while a member of the Legislative Council, either alone or in conjunction with his then partner, a land agent, conducted the sale to the Government of the property of one John Motley Leigh, at Nainai, and the properties of other persons, and received from the said John Motley Leigh and the vendors of such other properties commissions or other sums of money, or, alternatively the said Thomas Kennedy Macdonald and his said partner received the said commissions or other sums and divided the same.

6. That Henare Kaihau, in or about the year 1906, while a member of Parliament, conducted the sale to the Government of a portion of the Te Akau Block, and received from the vendors a commission or other sum of money

The Committee recommends that, as the names and charges have been formulated and submitted by Mr Hine, member for Stratford, to this Committee, the said charges be referred to two Judges of the Supreme Court, sitting as a Royal Commission, to investigate and report thereon

19th October, 1910. J A. HANAN, Chairman

SECOND REPORT.

CHARGES AGAINST MR. MAJOR.

1. THE Select Committee, to which was referred the charges brought by the honourable member for Stratford, Mr Hine, against Mr Charles E. Major, has to report as follows :—

The first charge against Mr. Major is as follows :—

"That Charles Edwin Major, in or about the year 1904, while a member of Parliament, conducted the sale to the Government of a property of Frederick Bayly at Toko, and received from the said Frederick Bayly a commission or sum of money for so doing."

The second charge against Mr Major is as follows :—

"That Charles Edwin Major and Walter Symes, or one of them, in or about the year 1905, while both members of Parliament, conducted the sale to the Government of a property of Alfred Bayly at Toko, and received from the said Alfred Bayly a commission or sum of money, which the said Charles Edwin Major and Walter Symes divided."

2. At the hearing there appeared before your Committee Mr M. Myers as counsel for Mr Hine, and Mr Major appeared, but was not represented by counsel.

The evidence taken at length shows :—

(*a.*) That Mr Major was in the year 1903 a member of the House of Representatives, and ceased to be a member after the general election of 1908.

(*b.*) That before and in the year 1903 he carried on the business of a land and commission agent.

(*c.*) That in March, 1903, he negotiated in the ordinary way as a land agent a sale to the Government of Mr F. Bayly's property at Toko, and received commission from Mr Bayly at the usual rate paid on the sale of such properties.

(*d.*) There is no evidence to show that the negotiations were conducted other than by correspondence.

(*e.*) That in these negotiations Mr Major acted as agent for the vendors and not in any way as agent for the Government.

(*f*) That the sale was conducted through the Land Purchase Board strictly in accordance with the provisions of the Land for Settlements Act, and not through any Minister of the Crown, and no influence or pressure at any time was brought or attempted to be brought by anyone upon the members of that Board.

(*g.*) That no irregularity, favour, or interference took place either on the part of the late Right Hon. Mr Seddon (who was at that time Minister in charge of the Land Purchase Department, as well as being Prime Minister), or on the part of any member of his Government.

(*h.*) As to the second charge. That Mr Major did not, in the year 1905, or at any time, conduct the sale to the Government of Mr. Alfred Bayly's property at Toko, and did not receive from Mr Alfred Bayly a commission or sum of money which he divided with Mr Walter Symes or anyone else.

FINDING.

3. Your Committee is therefore of opinion that as regards the first charge the evidence taken did not show any breach of any rule of law, but a direct contravention of a resolution of the House agreed to on 14th July, 1886. As regards the second charge, it has been disproved so far as Mr Major is concerned.

CHARGES AGAINST MR. SYMES.

FIRST CHARGE.

1. THE Select Committee, to which was referred the charges brought by the honourable member for Stratford, Mr. Hine, against Mr. Walter Symes, has to report as follows :—

The first charge against Mr Symes is as follows :—

"That Charles Edwin Major and Walter Symes, or one of them, in or about the year 1905, while both members of Parliament, conducted the sale to the Government of a property of Alfred Bayly at Toko, and received from the said Alfred Bayly a commission or sum of money, which the said Charles Edwin Major and Walter Symes divided."

2. At the hearing Mr M. Myers appeared as counsel for Mr. Hine, and Mr. C. P Skerrett, K.C., with Mr Sharp, appeared for Mr Symes.

3. The evidence taken at length shows :—

(*a.*) That Mr. Symes was in the year 1905 member for Patea in the House of Representatives, and ceased to be a member in the year 1908.

(*b.*) That before and in the year 1905 he carried on the business of a land and commission agent.

(*c.*) That in the year 1903 Mr. Alfred Bayly offered to the Land Purchase Board through Mr Arndt, a land agent at Stratford (since deceased), to sell his property at Toko to the Government.

(*d.*) That Mr Symes, at the request of a number of settlers, forwarded a petition to the late Right Hon. Mr. Seddon, then Minister in charge of the Land Purchase Department, with a letter (set out in the evidence) urging the acquisition of the property by the Government for closer settlement.

(*e.*) That Mr Symes, at the request of the members of the Land Purchase Board, accompanied them on the visit of inspection to the property, but did not discuss with these members the value of the property

(*f*) That Mr Symes did not attempt to influence any member of the Land Purchase Board to purchase the land in question, nor did he discuss the price at which it should be acquired either with the late Right Hon. Mr Seddon or with any other Minister, nor did Mr. Symes interfere in the transaction otherwise than by forwarding the petition to the Minister

(*g*) That the sale was conducted through the Land Purchase Board strictly in accordance with the provisions of the Land for Settlements Act and not through any Minister of the Crown, and no influence or pressure of any kind was brought or attempted to be brought by anyone upon the members of that Board.

(*h.* That after the purchase of the property by the Government Mr. Alfred Bayly voluntarily gave as a gift to Mr. Symes a promissory note for the sum of £300, which was duly paid at maturity

(*i.*) That this payment was made ostensibly as a contribution towards Mr Symes's expenses at the election then next ensuing. It must, in fact, have been paid by Mr. Bayly in the belief that Mr. Symes had in some way advanced the interests of Mr Bayly in respect of the purchase by the Land Purchase Board of his property

FINDING.

3. The Committee, although satisfied that Mr. Symes did not influence the sale in question, is of opinion that it was improper in the circumstances for him, being a member of Parliament, to accept the gift of £300 from Mr Bayly

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SECOND CHARGE.

5. The second charge against Mr. Symes is as follows:—

"That the said Walter Symes, in or about the year 1906, and again in 1908, while a member of Parliament, charged and received from a number of West Coast lessees of Native lands commissions or sums of money for preparing and conducting petitions in Parliament on their behalf."

6. The same counsel appeared for the respective parties as on the first charge.

7 The evidence, so far as it is material, shows :—

(*a.*) In 1905, Mr Symes was member for Patea in the House of Representatives, and ceased to be a member in 1908.

(*b.*) In the session of 1905 he presented a petition to Parliament from the main body of the lessees of West Coast Native lands praying for a refund from the Government of certain arbitration fees.

(*c.*) These fees had been paid by the lessees in question under an abortive arbitration.

(*d.*) The failure of this arbitration was due to certain regulations made by the Government having been declared invalid by the Court of Appeal.

(*e.*) On the 14th September, 1905, the Parliamentary Petitions Committee reported adversely upon the above-mentioned petition, and thereupon, upon the motion of Mr Symes, the report was referred back to the Committee for further consideration.

(*f*) Upon reconsideration by the Committee further evidence was adduced, and on the 12th October 1905, the Committee reported the petition to Parliament for favourable consideration, and Parliament adopted this report.

(*g* The Government thereupon placed upon the estimates a sum of £2,000 to provide for a refund of the arbitration fees which had been paid by the petitioners.

(*h.*) That the recommendation of the Committee and the appropriation by Parliament in this matter were just and proper, as has not been disputed.

(*i.*) On the 3rd October 1906, Mr Symes presented a petition to Parliament on behalf of Mr George Hutchison, one of the lessees in question, praying for a refund of the arbitration fees paid by him, amounting to £134 15s., and also a sum of £125 for costs which he alleged he had incurred in litigating the question of the validity of the regulations in the Court of Appeal.

(*j.*) On the 22nd October, 1906, the Public Petitions Committee reported this petition to the Government for favourable consideration, and that report was adopted by Parliament

(*k.*) On the 10th October, 1906, Mr Symes presented a petition by Mr. F V Lysaght and three other lessees praying for a refund of the arbitration fees paid by them, and upon this petition also a favourable report was adopted by Parliament.

(*l.*) The reports and refunds made in connection with the last two mentioned petitions were just and proper, as has not been disputed.

(*m.*) There was no arrangement, express or otherwise, between Mr Symes and all, or any, of the petitioners that he should receive any sum of money or other reward from the petitioners for presenting these petitions, or for promoting them before the Public Petitions Committee.

(*n.*) After the recommendation of the Committee in favour of the petitioners had been adopted by Parliament, and after the Government had decided to make the refunds recommended, Mr. Symes received from such of the petitioners as were not constituents of his a commission of 5 per cent. upon the amount of their respective refunds (such commissions amounting in all to a sum of about a hundred pounds) Mr Symes stated that these commissions were received by him as a commission agent for the work of putting the claims of the petitioners in form, and for obtaining and supplying the necessary proofs of payment of the arbitration fees, the refund of which was claimed by them.

(*o.*) In connection with the petition of Mr. Hutchison, Mr. Symes was not requested to act in collecting the amount recommended by the Petitions Committee until the 3rd day of May, 1907, long subsequent to the recommendation of the Committee in favour of this petition.

(*p.*) Mr Symes formally applied by letter on Mr. Hutchison's behalf for payment of the above sum of £134 15s. and also for payment of the above sum of £125, both having been recommended by the Public Petitions Committee.

(*q.*) The Government refunded direct to Mr. Hutchison's agent, Mr Haddow, the sum of £134 15s., representing the arbitration fees in question, but declined to refund the other sum of £125 claimed for costs.

(*r* Mr. Symes received from Mr Hutchison's agent, Mr Haddow, for collecting the above-mentioned sum of £134 15s., a 5-per-cent. commission, amounting to £6 15s.

Finding.

8. Although Mr. Symes may have considered that he was entitled to charge a commission for his services in connection with the collection of moneys voted by Parliament, nevertheless the Committee is of opinion that the services in respect of which he received such commission were so closely connected with the duties of a member of Parliament as to render the acceptance of any payment or reward therefor improper

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Third Charge.

9. The third charge against Mr Symes is as follows:—

"That the said Walter Symes, in the year 1905, while a parliamentary election was presently in prospect, in which the said Walter Symes intended to become, and subsequently became, a candidate, and being then actually a member of Parliament, did threaten or cause to be threatened a certain newspaper that he would use his influence as a member of Parliament to prevent Government advertisements from being given to the said newspaper unless he received the support of, or was treated to his own satisfaction by, the said newspaper during the said election contest."

10. At the hearing Mr. M. Myers appeared as counsel for Mr Hine, and Mr C. P Skerrett, K.C., with whom was Mr Sharp, appeared for Mr Symes.

11. The material portions of the evidence are as follow:—

(*a.*) The Stratford Publishing Company purchased two newspapers circulating in and around Stratford, known as the *Stratford Post* and the *Egmont Settler* These newspapers, upon their purchase, ceased to exist, and the publishing company commenced a new paper called the *Stratford Evening Post.*

(*b.*) Of the two extinct newspapers the *Egmont Settler* alone was included in the departmental list for Government advertisements, and upon that paper ceasing to exist its name was struck off the list.

(*c.*) In the month of September, 1905, the directors of the *Stratford Evening Post* asked one of their number, Mr McCluggage, J.P , who was on friendly terms with, and a political supporter of, Mr Symes, to privately use his influence with Mr. Symes to induce the latter to procure that the name of the said newspaper should be placed on the list. Mr McCluggage agreed, and thereupon wrote a letter to Mr. Symes asking him to do this.

(*d.*) Mr. Symes, on the 4th October, 1905, in reply, wrote a letter which is set out in the evidence, and Mr. McCluggage, on receipt of this letter, forwarded it to the secretary of the company

(*e.*) Subsequent to the receipt by the company of the letter referred to in paragraph (*d*), the secretary, Mr Whitlock, was instructed to proceed to Wellington to interview the Minister in charge of the Advertising Department, and urge the claim of the said newspaper to be placed on the departmental list. Mr Whitlock saw the Minister in charge (Sir Joseph Ward), who, without any stipulation or condition, directed the said newspaper to be placed on the departmental list for Government advertisements.

(*f.*) Sir Joseph Ward was not shown nor informed of the contents of Mr Symes's letter to Mr McCluggage of the 4th October, 1905.

FINDING.

The Committee finds that the charge of the threat as alleged is not established. The letter of Mr Symes of 4th October may possibly be susceptible of such construction, although it may not have been intended by the writer In construing the letter it must be remembered that it was a reply to a request made to Mr. Symes that he would get a certain newspaper a share of Government advertising. This advertising was authorized by the Government on application from Mr Whitlock and without any representation to the Government from Mr Symes.

CHARGES AGAINST MR. KAIHAU

FIRST CHARGE.

THE Select Committee, to which was referred the charges brought by the honourable member for Stratford, Mr Hine, against Mr Henare Kaihau, the honourable member for the Western Maori District, has to report as follows :—

1. The first charge against Mr Kaihau is as follows :—

"That Henare Kaihau, in or about the year 1906, while a member of Parliament, conducted the sale to the Government of a portion of the Te Akau Block, and received from the vendors a commission or other sum of money"

2. At the hearing Mr M. Myers appeared as counsel for Mr Hine, and Mr C. P. Skerrett, K.C., with whom Mr Blomfield, and afterwards Mr Sharp, were associated, for Mr Kaihau.

3. The evidence, which was taken at length, shows

(*a.*) That Mr. Kaihau was in the year 1903 the member for the Western Maori District in the House of Representatives, and still is the member for such district.

(*b.*) That before and in the years 1906 and 1907 Mr Kaihau carried on a business as a Native land agent, and as conductor of cases before the Native Land Courts.

(*c.*) That in November, 1906, Mr. Kaihau entered into certain contracts with a section of the owners of the Te Akau Block belonging to the Ngatitahinga Tribe, by which Mr. Kaihau agreed that he should act as a Native agent for the owners in preparing for trial and conducting their case at the sitting of the Native Appellate Court, and should at his own cost and expense procure such legal assistance as he should consider necessary, and should pay all fees and disbursements necessary in connection with the investigation before the Appellate Court, also, that he should negotiate with the Crown for the sale of 13,000 acres of the said block at a price of not less than £2 per acre. The Ngatitahinga Tribe on the other hand, by the same instruments, agreed that Mr. Kaihau as such agent should receive as remuneration for his services 10 per cent. of the purchase-money paid by the Crown. It was further provided by clause 5 of the said agreement that, should Mr Kaihau not succeed in securing to the Ngatitahinga Tribe the 13,000 acres of the land then in question before the Appellate Court, or in selling the same to the Crown, the agreement should lapse without releasing the Native owners from any reasonable claim Mr Kaihau might bring against them for work already done, or thereafter to be done, and for all disbursements made by him in connection with the said lands.

(*d.*) Mr. Kaihau appeared on behalf of the before-mentioned tribe before the Native Appellate Court which sat at Ngaruawahia in February, March, and April of 1907, and the Native Appellate Court by their judgment adjusted the boundaries of the Te Akau Block so as to increase the holding therein of the Ngatitahinga Tribe and of the Ngatipare Tribe (the latter of which was represented at the Court by Mr H. D. Bell and Messrs. Hone Heke and Pepene Eketone) by about 13,000 acres.

(*e.*) Mr Kaihau paid the costs of counsel who appeared with him before the Native Appellate Court, amounting to £500, and this with other costs and expenses in connection with the proceedings, it was stated, probably amounted to between £700 and £800.

(*f.*) The Native Land Purchase Department received from Pepene Eketone an intimation of the arrangement made between Mr Kaihau and the members of the Ngatitahinga Tribe, and the Native Land Purchase agents of the Crown were instructed not to negotiate for the purchase of any shares in the said 13,000 acres through Mr Kaihau, and not to recognize Mr Kaihau in the transaction.

(*g.*) In the month of June, 1907, after the order of the Court had been perfected and the survey of the block completed, the Government purchased the interests of the Ngatipare and the Ngatitahinga Tribes in the 13,000 acres at the price of £2 per acre, and the said purchase was arranged by the Native Land Purchase officers with the Native owners personally without any interference by Mr. Kaihau, and the purchase-moneys were paid by the Crown to each individual Native owner direct and not through Mr. Kaihau.

(*h.*) No influence was exerted by Mr Kaihau either on the Government or on the Native Land Purchase Department to induce the Government to purchase the said 13,000 acres, or as to the price or other terms of purchase.

(*i.*) After the purchase-money had been paid by the Crown to the Native vendors Mr Kaihau received from the members of the Ngatitahinga Tribe the sum of about £2,000, being the sum which Para Haimona, the leading man of the Ngatitahinga Tribe, with the consent of the tribe, fixed pursuant to clause 3 of the agreement as a reasonable remuneration for Mr Kaihau s services. This sum included the payment referred to in paragraph (*e*)

(*j*) That the negotiations for the purchase from the Ngatipare and Ngatitahinga Tribes of the said 13,000 acres were properly and regularly conducted by the Native Land Purchase officers.

FINDING.

4. The Committee finds that Mr Kaihau did not, in or about the year 1906, while a member of Parliament, conduct the sale to the Government of any portion of the Te Akau Block, but, on the contrary the Committee finds that the said sale was negotiated and conducted by the officers of the Native Land Purchase Department directly with the Native owners. The Committee further finds that nothing done by Mr Kaihau in the course of the transaction amounted to a breach of any rule of law or of any established parliamentary practice.

SECOND CHARGE.

5. The second charge against Mr Henare Kaihau is as follows :—

That Henare Kaihau, in the years 1900, 1902, 1904, 1905, and 1907 while a member of Parliament, charged and received from the persons named in the annexed particulars, on whose behalf he prepared or presented, or undertook to present, petitions to Parliament, payments or sums of money for his services relating thereto or in connection therewith."

"*Particulars.*

"(*a.*) A payment by Horomona Watarauihi in the year 1905 in respect of a petition which was to have been, but which was not in fact, presented to Parliament.

"(*b.* A payment by a member or members of the Ngatireko Tribe in 1905 in connection with a petition to Parliament.

"(*c*) A payment by Kaahu Huatare in the year 1900 in connection with a petition presented to Parliament.

"(*d.* A payment by or on behalf of Mohi te Wara in the year 1904 in connection with a petition to Parliament.

"(*e.* A payment by Rewatu te Hiriako in the year 1907 for alleged services in connection with a petition presented to Parliament.

"(*f*) A payment by Hakiaha Tawhaio in or about the year 1902 for alleged services in connection with a petition presented to Parliament."

6. The same counsel appeared as in the first charge.

7 The evidence taken at length shows :—

(1.) That Mr Kaihau received the following payments either in respect of services rendered as Native Agent prior to the preparation of the petitions or for promoting the petition before the Native Affairs Committee—namely,

(*a.*) In the month of March, 1905, the sum of £15 from Te Awa Horomona in respect of the petition in reference to Waipa No. 66, presented to Parliament in the year 1904.

(*b.*) In the year 1900 the sum of £10 from Kaahu Huatare in connection with the petition presented to Parliament in the year 1900.

(*c.*) The sums of £15 and £5 respectively in respect of a petition to Parliament presented in the year 1904 on behalf of Mohi te Wara.

(*d.*) The sum of £25 received from Rewatu te Hiriako in respect of a petition presented to Parliament in the session of 1907

(2.) That the charge (*b*) mentioned in the particulars was not established, and charge (*f*) in such particulars was withdrawn.

FINDING.

8. The Committee is of opinion that the receipt by Mr. Kaihau of the aforesaid payments in connection with his duties as a member of Parliament was improper

FLAXBOURNE CHARGE

THE Select Committee, to which was referred the charge against the Government made by the honourable member for Stratford, Mr Hine, in connection with the purchase by the Government of the Flaxbourne Estate for closer settlement, has to report as follows:—

1. The charge is against the Government, of which the late Right Honourable Mr. Seddon was Prime Minister, and is as follows:—

"That in or about the year 1904 the Government having taken steps to acquire compulsorily the property known as the Flaxbourne Estate and appointed a member of the Legislature—to wit, Thomas Kennedy Macdonald, a member of the Legislative Council—as their Assessor, and knowing or believing that by reason of his being a member of the Legislature the said Thomas Kennedy Macdonald could not be paid any remuneration for so acting as Assessor, sent the then partner of the said Thomas Kennedy Macdonald, one Alexander Lorimer Wilson, to make a casual inspection of the said property and paid him an exceptional and wholly extravagant fee therefor, with the intent or object of indirectly remunerating the said Thomas Kennedy Macdonald or his partner or firm for the services of the said Thomas Kennedy Macdonald as such Assessor as aforesaid."

2. At the hearing Mr M. Myers appeared as counsel for Mr Hine, and Mr C. P Skerrett, K.C. with him Mr Sharp, watched the proceedings on behalf of the Hon. T K. Macdonald.

3. The evidence taken at length shows:—

(*a.*) That in the year 1903 (the late Right Hon. Mr. Seddon being then Minister in charge of the Land Purchase Department) the Seddon Government took steps to acquire compulsorily the Flaxbourne Estate, situated in Marlborough, and containing 56,000 acres, and proceedings in the Compensation Court were taken to determine the claim of the owners to the sum of £410,000, as compensation for the taking of the estate. The Honourable T. K. Macdonald, M.L.C., was appointed Assessor for the Crown.

(*b.*) In December, 1903, Mr A. L. Wilson (who was a land and estate agent and land valuer carrying on business in Wellington in co-partnership with the Hon. T K. Macdonald) was instructed to proceed to Flaxbourne to inspect the estate and to make a complete investigation and valuation, and to make a confidential report on the character and value of the Flaxbourne Estate, and to confer and advise with Messrs. Findlay Dalziell, and Co., the Solicitors for the Crown, thereon, and as to the witnesses which it was desirable to call, and generally to assist such solicitors by his advice.

(*c.*) That it was agreed that Mr Wilson should receive the sum of £165 for his services.

(*d.*) Mr Wilson accordingly made such inspection and report, and rendered the aforesaid services, and was paid the sum of £165 for his work.

(*e.*) That the said Hon. T K. Macdonald at divers times applied for payment for his services as Assessor in the Flaxbourne arbitration case, claiming remuneration of between £500 and £600 on the basis of the fee paid to Clifford's Assessor

(*f*) That payment of the claim of the Hon. T K. Macdonald was personally declined by Sir Joseph Ward on the ground that there was no written record of any arrangement in regard thereto made with the late Mr Seddon, and this refusal to pay the claim was on the 23rd May 1908, confirmed by Cabinet.

FINDING.

4. The Committee is of opinion that Mr A. L. Wilson duly rendered and performed the aforesaid services, and was regularly and properly paid therefor in accordance with the authority for payment certified to by Dr Findlay Counsel for the Crown, and approved by the late Mr Seddon, and that such payment was not made with the intent or object of indirectly remunerating the Hon. Mr Macdonald either alone or as partner of the late firm of Macdonald, Wilson, and Co. or remunerating Mr A. L. Wilson for the services of the said Hon. T K. Macdonald as such Assessor as aforesaid.

The Committee passed the following resolutions:—

1 Referring to the third charge against Mr. Symes, the Committee desires to express the opinion that it is a matter of regret that a confidential communication written by Mr Walter Symes to Mr McCluggage, which by universal custom is always treated as private, should have been ignored and made public by those into whose hands the letter passed.

2. The Committee is of opinion that legislation should be passed making it illegal for a member of Parliament to act on his own behalf or on behalf of any other person in negotiating the sale of an estate to the Crown.

J A. HANAN, Chairman.

25th November, 1910.

SPECIAL REPORT.

THAT this Committee records its appreciation of the able services rendered by the Chairman, Mr J A. Hanan.

25th November, 1910. W FRASER (for the Chairman).

MINUTES OF PROCEEDINGS.

THURSDAY, 6TH OCTOBER, 1910.

The Committee met at 11 a.m., pursuant to notice.

Present Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr Hanan, Mr Massey, Hon Mr Millar, Mr Myers, Mr Reed, Right Hon. Sir J G Ward.

The order of reference setting up the Committee was read.

Proposed by the Right Hon Sir J G. Ward, and seconded by Mr Reed, That Mr Hanan be appointed Chairman of the Committee.

On the question being put, it was carried unanimously

Resolved, on the motion of Mr Reed, That all the proceedings of the Committee be taken down in shorthand.

Resolved, on the motion of the Right Hon. Sir J G. Ward, That Mr Hine, M.P., be invited to appear before the Committee at its next meeting, and fully formulate in writing or otherwise the charges which he made in the House, as referred to in the order of reference.

The Chairman read a letter, marked 1, which he had just received from Mr Myers, barrister, Wellington, applying to the Committee for leave to appear as counsel in order to make any necessary preliminary applications.

Resolved, to hold over Mr Myers's letter for further consideration.

Resolved, on the motion of Mr Reed, That the Committee meet on Wednesday, the 12th day of October, at 10.30 a.m.

On the suggestion of the Chairman, it was agreed that the evidence taken before the Committee should not be subjected to newspaper comment, but that the inquiry should be regarded as *sub judice*

The Committee then adjourned.

WEDNESDAY, 12TH OCTOBER, 1910.

The Committee met at 10.30 a.m., pursuant to notice.

Present Mr Hanan (Chairman), Mr Allen, Mr Fraser, Mr Graham, Mr Massey, Hon. Mr Millar, Mr Myers, Mr Reed, Right Hon. Sir J. G. Ward.

Minutes of previous meeting read and confirmed.

The Chairman read the following copy of a letter, marked 2, which had been sent to Mr Hine, M.P :—

"SIR,— "Wellington, 6th October, 1910.

"I am directed by the Chairman and members of the Select Committee appointed by the House of Representatives to inquire into the allegations made by the member for Stratford during the debate on the Financial Statement, and published on page 461 of the second volume of *Hansard* for this session, dated 10th August, 1910, concerning the purchase of private estates by the Crown for the purposes of closer settlement, and which are more particularly set out in the copy of the order of reference enclosed herewith, to ask you to attend the next meeting of the Select Committee, to be held on Wednesday, the 12th October, at half past 10 of the clock in the forenoon, in Committee-room K, Old Parliamentary Buildings, and to fully formulate, in writing or otherwise, the said charges which you made and implied against certain persons not named.

"I have, &c.,

"G. F BOTHAMLEY,

"One enclosure. "Clerk of the Committee.

"J B. Hine, Esq , M.P , House of Representatives, Wellington."

Mr Hine was called. He asked that his counsel, Mr M. Myers, be allowed to attend when the charges were being made.

Resolved, on the motion of the Right Hon. Sir J G Ward, That counsel be not admitted until Mr Hine has made his charges.

Agreed, on the motion of the Right Hon. Sir J G. Ward, That the Press reporters be admitted while Mr Hine is making his charges.

Mr Hine then formulated charges, marked 3, which were taken down by the shorthand-writer

Moved by Mr Massey, That Mr Hine should have the assistance of counsel.

The Right Hon. Sir J G. Ward gave notice of motion that at the next meeting of the Committee he would move as follows: "That, as the names and charges have been formulated, and submitted by Mr Hine to this Committee, they be referred to two Judges of the Supreme Court, as a Royal Commission, to investigate and report upon."

Resolved, on the motion of the Right Hon. Sir J G Ward, That a copy of each of the charges be sent to each of the individuals against whom the charges have been made.

Resolved, on the motion of the Chairman, That the Committee adjourns until Thursday, the 13th day of October, at 10 a.m.

The Committee then adjourned.

THURSDAY, 13TH OCTOBER, 1910

The Committee met at 10 a.m., pursuant to notice.

Present Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr Massey, Hon. Mr Millar, Mr Myers, Mr Reed, Right Hon Sir J G. Ward.

The minutes of previous meeting read, amended, and confirmed.

Agreed, That Mr Massey's motion, moved on the previous day, stand over until the Right Hon. Sir J G Ward s motion is disposed of

Resolved, on the motion of the Right Hon. Sir J G Ward, in accordance with notice of motion given, That, as the names and charges have been formulated, and submitted by Mr Hine to this Committee, they be referred to two Judges of the Supreme Court, as a Royal Commission, to investigate and report upon

Resolved, on the motion of the Chairman, That the Press reporters be admitted to the proceedings.

Resolved, on the motion of the Right Hon. Sir J G. Ward, That the Chairman reports to the House to-day the Committee's recommendation, together with the minutes of proceedings.

Resolved, on the motion of the Chairman, That this Committee do now adjourn.

The Committee then adjourned.

REPORT OF PROCEEDINGS DURING THE TAKING OF EVIDENCE.

THURSDAY, 6TH OCTOBER, 1910.

Right Hon Sir J G Ward I presume the first thing to be done is to invite Mr Hine to formulate his charges. As the initiatory part of the proceedings, that will enable the Committee to proceed with its work. Mr Hine may prefer to make his charges, probably, by personal attendance instead of by letter I move that Mr Hine be invited to attend the Committee and formulate the charges that he has made in the House, giving names and such other information as he considers necessary

Mr A. M Myers I second the motion.

The Chairman I have just received from Mr M. Myers, solicitor, of Wellington, the following letter "The Chairman, Allegations by the Member for Stratford Committee.—SIR,—I have been instructed to apply to the Committee for leave to appear as counsel and conduct Mr Hine's case. May I be permitted to appear before the Committee this morning in order to make any necessary preliminary applications?—I have, &c., M. MYERS.—Wellington, 6th October, 1910 '

Right Hon. Sir J G Ward I do not agree with that course. Mr Hine has made public statements in the House which deal with facts, and I think Mr. Hine ought to come to the Committee and make his charges first, and then the question of legal gentlemen's attendance at this Committee should come up afterwards. There is no charge made against Mr Hine, but by him against other men, whoever they may be, and they may ask that legal gentlemen be allowed to attend, and it is going to open up a large question If all these legal gentlemen are going to be in attendance here, you will get no report this session. I object to any of these men coming into the Committee before the charges are formulated. I think it is a very unusual procedure to take, that Mr Myers should ask that he should come here and make a statement before Mr Hine is here. Surely that cannot be right! In my opinion, Mr Hine should formulate his charges, and then the question of his being represented by counsel should come up in the ordinary way

Mr Massey: As far as I can gather from the application, and the statement made by Mr Hine, he is exceedingly anxious to have the whole of the charges elucidated in the best possible way Mr Hine is comparatively a new member—this is only his second session—and I think it is only fair to him and to any other parties concerned, whoever the party may be, that he should have the assistance of counsel if he so desires. I think it is only fair to the party and to the public, and I am personally strongly in favour of Mr Hine being granted such assistance, whether Mr Myers is here or not.

Right Hon. Sir J G Ward I have no objection personally I do not want to interfere with any course that Mr Hine wants to follow I wish to point out that before the charges are formulated the persons are unknown, as far as the Committee is concerned, and these people have a right to be here side by side with Mr Hine's counsel; but in the meantime Mr Myers is asking to come here before Mr Hine's charges are before the Committee. I object to that. When Mr Hine makes his charges he should have the right to have counsel to represent him, and it is perfectly right that the others should have the same right. I wish to have that position made perfectly clear, and for that reason I want my motion to take precedence of any other matter

The Chairman I think we should endeavour, as far as possible, to follow Court procedure. The prosecution should first file or make definite and clear charges against some accused person or persons named, who should then be summoned to appear to answer such charges. This done, then at the hearing both parties may be allowed to have counsel.

Mr Allen. I do not know that you can follow Court procedure exactly, nor do I quite know what you mean by getting the accused person before the Court. If it means getting Mr Hine before the Committee, I agree with that. I agree with Sir Joseph Ward that, if counsel for Mr Hine comes here, counsel for both sides should be here if it is desired. But I do not think it would be right to say that Mr Hine should formulate his charges and then ask the Committee whether he may have counsel or not. I believe it will shorten the time of the Committee if the charges are formulated, and we then conduct the evidence in the proper way I do not think it would be fair

to Mr Hine to ask him to formulate his charges and to commit him to what he has to put before the Committee, and then decide afterwards. If we are not going to permit him to have counsel, let us know I suggest that we should allow them all, to-day, to have counsel, and then ask Mr Hine to formulate his charges. It is impossible to get them here before us to-day, but we can invite him to attend at our next meeting, and state that he must at that meeting put succinctly before us his charges, in writing if necessary.

Mr Reed I quite agree with what Mr Allen has said. I do not think one counsel should be allowed to come here until all the counsel can be here together We could pass a resolution that we would allow counsel eventually to appear that Mr Hine should appear first, and then, when we start to go into the work, we would hear counsel on all sides.

Motion made, That Mr Hine be invited to appear before the Committee at its next meeting, and fully formulate, in writing or otherwise, the charges he made in the House, as referred to in the order of reference."

Mr Fraser Will you include in your motion that, after formulating his charges, Mr Hine be allowed counsel to conduct his case?

Right Hon Sir J G Ward. No, let us have this motion first.

Motion agreed to unanimously

Right Hon. Sir J G Ward: I rather think we ought to have the charges made first and the legal gentlemen's attendance considered afterwards. As soon as we hear the names of those against whom Mr Hine alleges his charges, the Chairman should inform the parties concerned what Mr Hine's charges are, and ask them if they want counsel to appear for them, then the Committee can pass a resolution that all the applicants can have counsel.

Mr Fraser: Why not have them now?

Right Hon. Sir J G Ward You might be forcing these people. Why should they not be first told by the Chairman that they should apply for counsel to be present if they so desire. If you pass a resolution now, it will be telling these people that there is a serious offence alleged against them, and they might consider that they were told to have counsel. It should be a matter for those concerned to determine.

Mr Buchanan: Will you look at it from this point of view: It is a protection to the others if they are informed of the intention of Mr Hine to have counsel.

Right Hon. Sir J G Ward That is what the Chairman should do. A resolution passed now would be practically inviting it.

The Chairman In the resolution you have just agreed to there is no mention made of the time within which Mr Hine should make his charges. I think a time ought to be fixed, otherwise it might go on *ad infinitum*. We should fix a date.

Mr Graham: I do not think this Committee should insist that all the parties should have counsel. We are simply giving them the option. I think it is only right that Mr Hine should come and formulate his charges, and if he asks for counsel I think it would be a fair thing to let him have it, and intimate to all the other parties that he proposes to have counsel. But we cannot insist on them having counsel.

The Chairman. We have to fix the date and hour of our next meeting

Mr Fraser The business will be technical. What Mr Hine will do, probably, when he receives notice is to attend, and then will have to be decided what witnesses have to be called and how we shall conduct the business.

Right Hon. Sir J G Ward It is desirable that we should all be here.

The Chairman: We have agreed that Mr. Hine be invited to attend the next meeting of the Committee and formulate his charges, and Mr Reed now moves that the next meeting of the Committee be held on Wednesday, 12th October, at 10 30 a.m.

Motion agreed to.

Mr Massey Should we not let Mr Hine know that he can get counsel, and give the other people the same right?

Right Hon. Sir J G Ward I have no objection to Mr Hine being represented by counsel, but until the charges are made we do not know who the parties are, and these parties have a right to be informed of the charges and told that the Committee have agreed that Mr Hine should have counsel. They should also be informed that if they desire to have counsel they will be allowed to do so. Until that is done we cannot interfere.

The letter received from Mr M. Myers was ordered to be held over for further consideration

The Chairman I suggest that no newspaper comment should be permitted on the evidence as the business proceeds, but that the cases should be regarded as *sub judice*

Suggestion agreed to.

WEDNESDAY, 12TH OCTOBER, 1910.

The Chairman In accordance with the request of the Committee at our last meeting, I drafted a letter, and had it served on Mr Hine, member for Stratford, asking him to attend to-day and formulate his charges. The following is a copy of the letter served on Mr Hine by the Clerk of this Committee

' SIR,— " Wellington, 6th October, 1910.

I am directed by the Chairman and members of the Select Committee appointed by the House of Representatives to inquire into the allegations made by the member for Stratford during the debate on the Financial Statement, and published on page 461 of the second volume of *Hansard* for this session, dated 10th August,, 1910, concerning the purchase of private estates by the Crown for the purposes of closer settlement, and which are more particularly set out in the copy of the

order of reference enclosed herewith, to ask you to attend the next meeting of the Select Committee, to be held on Wednesday, the 12th October, at half past 10 of the clock in the forenoon, in Committee-room K, Old Parliamentary Buildings, and to fully formulate, in writing or otherwise, the said charges which you made and implied against certain persons not named.

"I have, &c.,
"G. F BOTHAMLEY,
"Clerk of the Committee.

"One enclosure.

"J B. Hine, Esq , M.P , House of Representatives, Wellington."

Mr Graham Has he had notice that the meeting was not to take place in K room?

The Clerk Yes. I waited on Mr Hine last night, and asked him if he minded the room being altered, and he said "No."

The Chairman The letter I have just read was served on Mr Hine by the Clerk of the Committee, together with a copy of the order of reference therein referred to. (To the Clerk) Is Mr Hine in attendance?

The Clerk Yes.

The Chairman I presume, gentlemen, we will invite Mr Hine to come in?

Assent given.

Mr Hine having entered the Committee Room,

The Chairman: You received a letter from this Committee, Mr Hine, asking you to kindly attend, and fully formulate the charges you referred to in the House, and which are more particularly referred to in the copy of order of reference served upon you?

Mr Hine Yes, Mr Hanan.

The Chairman: Are you willing to comply with the request, and formulate your charges, as asked by the Committee?

Mr Hine I have a previous request to make—that is, with regard to my being represented by counsel. Mr M. Myers, who is acting for me, has all the charges formulated, and they are ready to present to the Committee. Will you consider that matter first? I think it is quite fair and only right that in what I understand to be the highest Court in the land I should be represented by counsel.

Right Hon. Sir J G Ward I do not think it is usual for a lawyer to be present when charges of this nature are made, but there is no objection on my part so far as Mr Hine is concerned. I think we should have the charges first, because after they are made here—of necessity—the parties concerned should be advised and informed of them; also that Mr Hine is to have counsel, so that they may have an opportunity of having counsel if they so desire when Mr Hine's counsel is here. I do not intend to put obstacles in your way, Mr Hine.

Mr Massey I think Mr Hine should be assisted by counsel if he wishes.

Mr Graham: Are you prepared to formulate your charges in the event of your getting counsel?

Mr Hine Yes, certainly

The Chairman: We asked Mr Hine to attend the Committee and formulate the charges: that was the first step Then the next question, that of allowing counsel to be present, was to be held over for further consideration (To Mr Hine): Are you willing now to formulate your charges, and to allow your request for counsel to appear for you to be considered afterwards?

Mr Hine: Yes, I gather that from the Committee, and on those lines I am quite prepared to fully formulate my charges.

The Chairman Will you fully formulate your charges now?

Mr Hine: Yes.

The Chairman I understand, gentlemen, that the members of the Press wish to know whether they can be admitted. What do you say to that?

Mr Allen What about the formulation of the charges—is that evidence?

The Chairman: I do not think so.

Mr Allen: Are they to get the charges?

Right Hon. Sir J G Ward First, Mr Hine has to submit his charges, the first witness is then examined; and the whole of the charges and evidence should be submitted when the Press is present.

Mr Allen: I take it that the charges are evidence.

The Chairman I think the charges should go forth to the public when fully made.

Mr Massey I do not think there should be any secret about the charges.

Right Hon. Sir J G Ward I move, That the Press be admitted.

Motion agreed to without dissent, and members of Press admitted.

The Chairman Will you proceed, Mr Hine?

Mr Hine Well, Mr Chairman, I think it would be advisable to read the charges. I will take them in the order as close as possible to the statements I made in the House:

(1) That Charles Edwin Major, in or about the year 1904, while a member of Parliament, conducted the sale to the Government of a property of Frederick Bayly at Toko, and received from the said Frederick Bayly a commission or sum of money for so doing.

(2) That Charles Edwin Major and Walter Symes, or one of them, in or about the year 1905, while both members of Parliament, conducted the sale to the Government of a property of Alfred Bayly at Toko, and received from the said Alfred Bayly a commission or sum of money, which the said Charles Edwin Major and Walter Symes divided.

(3.) That the said Walter Symes, in or about the year 1906, and again in 1908, while a member of Parliament, charged, and received from, a number of west coast lessees of Native lands commissions or sums of money for preparing and conducting petitions in Parliament on their behalf

(4.) That the said Walter Symes, in the year 1905, while a parliamentary election was presently in prospect in which the said Walter Symes intended to become, and subsequently became, a candidate, and being then actually a member of Parliament, did threaten, or cause to be threatened, a certain newspaper that he would use his influence as a member of Parliament to prevent Government advertisements from being given to the said newspaper unless he received the support of, or was treated to his own satisfaction by, the said newspaper during the said election contest.

(5.) That Thomas Kennedy Macdonald, in or about the year 1904 and subsequent years, while a member of the Legislative Council, either alone or in conjunction with his then partner, a land agent, conducted the sale to the Government of the property of one John Motley Leigh, at Nainai, and the properties of other persons, and received from the said John Motley Leigh and the vendors of such other properties commissions or other sums of money; or, alternatively, the said Thomas Kennedy Macdonald and his said partner received the said commissions or other sums and divided the same.

(6) That Henare Kaihau, in or about the year 1906, while a member of Parliament, conducted the sale to the Government of a portion of the Te Akau Block, and received from the vendors a commission or other sum of money

The Chairman Those are all the charges you have?

Mr Hine I have another, which I am not quite prepared to lay before the Committee. The evidence is not quite enough to substantiate a charge being made. But I suppose that, under the order of reference, during any period of the sitting of this Committee I shall be able to formulate a charge.

The Chairman: Have you any other charges besides that you are referring to now?

Mr Hine No.

The Chairman: You have only one, and that is of an abstract nature?

Mr Hine: Yes.

The Chairman These constitute all the charges you have to make, or have in your mind, against members of Parliament.

Mr Hine: Those are all at present.

The Chairman: Do you wish to add anything to what you have said?

Mr. Hine: No, only that I may have the assistance of my counsel.

The Chairman What charges would you like to have inquired into first?

Mr Hine: I would not like to state until I see my adviser

The Chairman (to the Committee): You have heard the charges formulated in accordance with the request made by this Committee to Mr Hine it is for you to say whether we shall now proceed to-day with the question of considering whether counsel shall be allowed to appear, and also as to whether we shall proceed to hear the evidence that Mr Hine may wish to bring forward.

Mr Massey I think the understanding was that after the charges were formulated Mr Hine should have the assistance of counsel, and I move accordingly

Right Hon. Sir J G Ward I have a motion to move before that. I think, in view of the fact that Mr Hine has now given the names and cases which I was very anxious to obtain in the House, and where I stated I was prepared to have a public inquiry made if those names were given, I am of opinion that it would be far better, now that the Committee has been set up and has obtained the names, to refer this matter to two Judges of the Supreme Court. I might say that it has been in my mind all along, the moment we got these charges, to ask that this matter should be investigated by a Royal Commission or be referred to two Judges of the Supreme Court. I want to take that course because, while I believe that members of the House under such circumstances are the right body for a Select Committee to inquire into charges made by members of Parliament against fellow-members, still, I recognize that it may be open to the imputation that a Committee, in cases like that now on record, consisting of members of Parliament, may not go independently into the matter, and may not give an unprejudiced report. While I am of opinion that members of the House are the right body to consider and to report on charges made against their fellow-members, I would personally rather have two Judges of the Supreme Court appointed to investigate the charges. I would like to move, now that the names and cases have been submitted by Mr Hine, That the Committee recommend to the House that the charges be referred to a Royal Commission, consisting of two Judges of the Supreme Court, to investigate and report on. That removes the possibility of doubt on any question as to legal gentlemen being represented, because there they would be fully entitled to be present. I am of opinion that that is the best course to follow, and, in addition to that, I am personally anxious to see this business concluded before the end of the session, and I have some doubt as to this Committee being able to finish its proceedings before the end of the session. Mr Hine has asked for counsel to appear for him, and other persons interested may ask for the same privilege, and the procedure would be very long, and it seems to me that we should not get that finality which it is desirable we should get. I think it is right, therefore, that we should report to the House, and ask it to decide that a Royal Commission, consisting of two Judges of the Supreme Court, should be appointed to investigate and report on the charges.

The Chairman: I would call your attention, gentlemen, to the fact that the members of the Press are present while we are deliberating.

Right Hon. Sir J G Ward: I have no objection to the members of the Press being present.

Mr Massey Neither have I, I believe in it being as public as possible. It is very well known that I have been in favour of these matters being referred to two Judges of the Supreme Court from the very first. I stated in the House that I had much more confidence in the Judges than in any parliamentary Committee, because it is quite impossible to keep party bias away from such a matter as this. However, the House decided otherwise, and Mr Hine has made his arrangements in accordance with the decision arrived at by the House two or three weeks ago, and this motion has been sprung upon us rather by way of surprise. I think, before we come to a decision upon it we should have time to consider, and I would ask that in a matter of this kind notice should be given The Committee is bound to meet to-morrow morning if it is to go on at all, and I suggest that the Committee adjourn, and Sir Joseph Ward's motion be taken to-morrow morning, or at the next meeting we decide on.

Right Hon. Sir J G Ward I have no objection whatever to that, except that it will be personally rather inconvenient for me to be here to-morrow I wanted to have a meeting of the Lands Committee in connection with the Land Bill, as a matter of fact. I suggest that we should meet to-morrow morning at 10 o'clock, and will give notice of my motion, so that we shall have ample time to consider the matter I have no strong feeling in connection with this matter What strikes me as important is this: I believe that, now the cases and names have been given, it will be more satisfactory if two Judges of the Supreme Court investigate the charges and report on them, but I could not set up any sort of Commission until I had the names.

Notice of motion given "Right Hon Sir J G. Ward to move at the next meeting of the Committee, That, as the names and charges have been formulated and submitted by Mr Hine to this Committee, the Committee report to the House, and recommend that the charges be referred to two Judges of the Supreme Court, sitting as a Royal Commission, to investigate and report on '

Mr Allen We understand that it is open to Mr Hine to mention other charges?

The Chairman Mr Hine has stated that he has one other charge.

Mr Fraser He said, other charges, not one. There is no use your trying to put something in his mouth which he did not say

The Chairman He did say that.

Right Hon. Sir J G Ward I move, That a copy of each of these charges be sent to each of the individuals against whom the charges have been made.

Motion agreed to.

The Committee adjourned until 10 o'clock next day

THURSDAY, 13TH OCTOBER, 1910

On the motion, That the minutes of the previous meeting, as read, be confirmed,—

Mr Allen Mr Massey moved a motion yesterday, which was not put, that Mr Hine be represented by counsel. That is not in the minutes.

The Clerk explained that it was superseded by a motion put by the Right Hon. Sir Joseph Ward.

The shorthand-writer produced the transcript of notes taken at the meeting, showing that Mr Massey had moved that Mr Hine be represented by counsel, but that Sir Joseph Ward stated that he had a motion to move before that, and proceeded with his motion.

The Clerk was instructed to amend the minutes accordingly

The Chairman The first business, I take it, will be the consideration of the motion notice of which has been given by the Right Hon. Sir J G Ward.

Mr Massey I am quite willing to allow my motion relative to counsel appearing for Mr Hine to stand over until the motion given notice of by the Right Hon Sir J G Ward is dealt with.

The Chairman Is it the wish of the Committee that representatives of the Press be allowed to be present?

Assent having been given, representatives of the Press were admitted.

Right Hon. Sir J G Ward: In speaking to the motion, I want to say that, after further consideration of the motion which was postponed until this morning at the request of the leader of the Opposition, so that time should be given to the Committee to think over the proposal I made, I have fully considered it myself, and am of opinion that the course I am suggesting is the right one. I want to say, and make it quite clear, that members of the House should try their fellow-members against whom charges are made, that they are the right body to do so, and that I believe that to be absolutely right constitutionally, but, on looking at the whole position, I am of opinion that, in the interests of the country, these charges should be referred to two Judges of the Supreme Court, and I want to say again that from the very first I was prepared to take that course if the names and cases had been submitted, so that the Government could prepare a submission to two Judges of the Supreme Court. It has been published abroad that I proposed to submit this matter in the first instance to the Lands Committee for consideration, and very strong criticism in the Press opposed to the Government—or some of them, at least—was shown to that course. Again, when I proposed a Select Committee very strong exception was taken to the members of it. There may be other cases that may require to come before the Committee for consideration, and I think it is important that the predominant party in the House should not be in the position of having it alleged that they are using their majority, in connection with matters that may come up, for party purposes. My opinion is that the matter is so important that we should, if possible, be relieved from any possibility of any statement of that kind being made either inside or outside of Parliament. Moreover, since Mr Hine has made his charges, I noticed, immediately he made them, he introduced one case which I am quite satisfied he did not include when he made his charges in the

House, and which refers to another branch of the Legislature. Constitutionally this Committee has no power to try a member of another place. That is the procedure adopted by the Old Country, where matters involving members of the House of Lords requiring to be investigated have never been known to be dealt with by the members of the House of Commons. I think the particular case referred to should be fully investigated, but it would be better to have it investigated by Judges of the Supreme Court, and so remove a difficulty of the moment which has to be recognized constitutionally so far as this Committee is concerned. And I make my proposal for another reason Not only are living men being reflected upon until these charges are dealt with, but it may arise that the actions of dead men will be reflected upon. Personally I do not want, as a member of this Committee, to be put in a position of having to deal with cases of that kind, though I want here to say that, so far as my Government is concerned, I court the fullest investigation. But from every standpoint it seems to me to be desirable that these cases should be referred to two Judges of the Supreme Court. It will take them out of the party stream, it will, as far as the country is concerned, undeniably give much greater confidence in connection with these and any other matters that may come up for consideration, and for these reasons I want to ask the Committee to agree to my resolution to report to the House and submit the minutes and evidence so far as we have gone, so that the Government may take the necessary steps to have the whole of the charges referred to two Judges of the Supreme Court for investigation and report.

Mr Massey I should just like to say, in connection with the motion moved by the Right Hon. the Prime Minister, that, speaking for myself, I have not the slightest objection to the charges being referred for inquiry to two Judges of the Supreme Court. I have felt from the very first that these charges, if inquired into at all, should be inquired into by a competent and impartial tribunal, and removed from party politics, and I have said that from time to time. There is one point which I do not think has occurred to the Right Hon. the Prime Minister This is a matter really for the House, and I think the order of reference will have to be readjusted according to the altered circumstances, at any rate, we need not be particular about the order of reference so far as we are concerned One point referred to by me and not referred to by the Right Hon. Sir Joseph Ward—and I raise the point now to relieve a difficulty which might appear later on—is that I have been looking into the law on the subject, and have some doubt as to whether a Commission—even a Royal Commission—has jurisdiction in a case of this kind. I refer to one particular case—the Ohinemuri licensing case—where it was decided that the Commission had no jurisdiction, and was therefore powerless. I think Sir Joseph Ward should consult the Crown Law Office to ascertain whether two Judges of the Supreme Court would have jurisdiction in the matter

Right Hon. Sir J G Ward I shall be very glad to do so.

Mr Fraser We can do it by statute.

Mr Massey There is one thing that wants clearing up: The Prime Minister states that he was willing from the very first to consent to two Supreme Court Judges making the inquiry if Mr Hine formulated his charges. I went to Mr Hine to see what he said in the House, and found that he said that if Sir Joseph Ward would come to a decision to send the charges to the Judges of the Supreme Court, he would formulate his charges there and then

Right Hon. Sir J G Ward Without the names.

Mr Massey Well, Mr Hine stated that he would formulate his charges there and then in the House if the Right Hon. Sir Joseph Ward would promise to appoint two Supreme Court Judges.

Members of Committee If he gave the names.

Mr Massey We shall get that before the Committee ourselves when I make my motion, and I wish to state that I support the motion now made by the Right Hon. the Prime Minister

Right Hon. Sir J G Ward: It will be found on reference to *Hansard* that up to the very last I asked for the names and cases several times in the House, but Mr Hine would not give the names. I then wanted to get the matter before the Committee in order to get the facts. I have got the facts, and I now think they should be set out in a Commission to two Supreme Court Judges. As far as the Government is concerned, we want to keep these cases to individuals. I want, as far as the Government is concerned, to have these cases fully investigated, because we have done nothing wrong in these cases, and my proposal would remove the matter from a party point of view It is plain that unfair insinuations have been made by the Opposition papers, and I think there should be no doubt about the position as to the independence of the tribunal which is going to try the cases. There is a minor charge introduced about some letter having been sent to a newspaper, and against the writer Mr Hine makes a charge. As far as we are concerned, it is a proper thing to be investigated, but on the face of it it is a matter between the individual and the newspaper concerned. That is one of a number of charges, and as the cases go on we may find ourselves in the position of being accused of trying to prevent an inquiry I think it should be done by an independent tribunal.

Mr Allen. I think, during the discussion as to setting up a Commission Mr Hine continually stated in the House—it was on the debate that Mr Hine made the statement—that he was prepared to formulate his charges and give the names if the Prime Minister would promise to set up a Commission to inquire into them. He said he would give his names then and there. It is only fair to Mr Hine that that should be put on record.

Right Hon. Sir J G Ward I asked Mr Hine repeatedly in the House to give the names.

Mr Allen If there is any doubt at all about the power of two Judges of the Supreme Court having jurisdiction—doubts that occur owing to the recent case—I presume the Prime Minister will give us his promise that if there is any doubt it shall be removed I understand it is possible to get over the difficulty by Act of Parliament, and I presume that Act of Parliament will be put through. Reference was made by the Prime Minister to other cases, and I think it would be only fair to let this Committee know what our procedure would be in connection with those cases. I should like to know the nature of them.

Right Hon. Sir J G. Ward I want to say at once that the Government is not going to be a prosecutor against anybody

Mr Allen I only want to know the nature of the procedure. Mr Hine has had to come up and make his charges before this Committee, and I think that if there are other charges to be made they should be made in an equally open way If any other person has other charges to make, let him make them in an open and straightforward way, and let him have the responsibility of doing it as Mr Hine has done. That is fair and I think we should have an assurance on that from the Prime Minister I do not know what the Prime Minister means in his reference to dead men. I do not know that there is any charge against a dead man. I hope no charge will be made against dead men myself, but I think the remark had some meaning, and that it should be made more clear

Right Hon. Sir J G Ward I want to point out, in reference to jurisdiction, that in asking for the appointment of two Supreme Court Judges I meant that the matter should be investigated at once. If this Committee sat here, with counsel representing both sides, hearing these charges, it is problematical whether the proceedings would be concluded before the end of the session. I shall have to inquire into the power of Judges to carry out as a Commission what is the request of Parliament, and if there is any doubt I will see that Parliament shall have an opportunity of legislating so that it shall be done. As far as my reference to dead men is concerned, I am certain that no member of the Administration in the past or the Administration of the present has done anything wrong in connection with these matters. What I said was this: that this is an important matter, which not only reflected upon living men but upon dead men, and I was of the opinion that it should be inquired into by an absolutely impartial tribunal.

Mr Massey It is now proposed, and I have no doubt it will be agreed to, that the charges made by Mr Hine should be referred to two Judges of the Supreme Court. We do not want to send them to any Commission or Royal Commission which will be in the nature of a fishing expedition, and if there are any charges to be brought forward we should have them brought forward in the same manner as Mr Hine's. With regard to the statement made by Mr Hine when speaking in the House on the 29th September, Mr Hine says, as reported in *Hansard*—I need not give the whole speech—in concluding his speech, 'I am prepared to name the men implicated at once if the Prime Minister will give me an assurance here and now that he will set up two Judges of the Supreme Court as the tribunal." I do not think anything could be more definite than that. He says he is prepared to state the names of the men implicated at once if the Prime Minister will give him the assurance that he will set up two Judges of the Supreme Court.

Mr Buchanan I would ask the Right Hon. Sir Joseph Ward, in view of the period of the session, whether there is any possibility of the Judges being able to report before the close of the session?

Right Hon. Sir J G Ward I propose, after this matter has been referred to the House, to write to the Chief Justice and ask him to have two Judges appointed, and also to try and fix the time.

Mr Buchanan: The earliest possible time.

Right Hon. Sir J G Ward: Yes.

Mr Massey Has the Right Hon. Sir Joseph Ward any information to give to the Committee with regard to other charges that may be formulated? I do not think we should go without knowing that. We have some charges before the Committee, and I think we ought to have them all. I think we are entitled to know what the other charges are.

Right Hon. Sir J G Ward I am not in the position of a prosecutor of any other member of the House, and I am not going to be put in the position of a prosecutor by this Committee. I want to make that perfectly clear. I do not propose to make any charges against anybody, but I have been informed that under certain circumstances there may be other charges.

Motion put, "That the Chairman report to the House the Committee's recommendation, together with the minutes of proceedings."

Motion agreed to.

Mr Massey As it is quite certain that it will be necessary to call a number of witnesses, I should like an expression of opinion as to the expenses of these witnesses—whether, in the event of witnesses being summoned, they would have to pay their own expenses, or whether in the ordinary way their expenses would be paid.

Right Hon. Sir J G Ward That would be a matter for the Judges to deal with. I could not make a suggestion to them in regard to a matter of that sort.

Mr Allen We have power as a Committee to pay witnesses, and when we summon them we have to pay their expenses. I do not know what the position in connection with Judges would be with regard to the payment of the expenses before the tribunal we are about to set up.

Right Hon Sir J G Ward We cannot dictate to the Judges.

Mr Allen The House referred this matter to us to inquire into, and we had power to pay witnesses' expenses.

Right Hon. Sir J G Ward We should not have had in the first instance if the resolution had been agreed to to appoint two Judges, and as a member of this Committee I cannot in my official position undertake to do anything of that kind.

On rising, members of the Committee had a desultory discussion as to when the Chairman should report to the House, and it was understood that he should report in the afternoon.

FRIDAY, 28TH OCTOBER, 1910.

THE Committee met at 10.30 a.m., pursuant to notice.

Present Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr Massey, Hon. Mr Millar, Mr Myers, Mr Reed, Right Hon. Sir J G. Ward.

Mr Hine attended the meeting

Minutes of the previous meeting read and confirmed.

The Chairman read the order of reference, dated Tuesday, 25th October, 1910, referring back the charges, with the exception of that against the Hon. T K. Macdonald, to the same Committee for investigation.

The Clerk read correspondence marked 4 to 8, as follows:

(4.) A telegram, dated 26th October, sent to Mr Walter Symes.
(5.) A telegram, dated 27th October, from Mr Walter Symes.
(6.) A telegram, dated 26th October, sent to Mr C. E. Major
(7) A telegram, dated 26th October, from Mr. C. E Major
(8.) A telegram, dated 27th October, from Mr Blomfield, solicitor, Auckland, to Mr H. Kaihau, M.P

Resolved, on the motion of Mr Massey, That counsel be allowed to appear on both sides.

Resolved, on the motion of the Right Hon. Sir J G. Ward, That the Committee sit next week on Tuesday, Thursday, and Friday, and that the parties be informed of this, and be requested to be in attendance with any necessary witnesses.

Mr M. Myers, barrister, was then called, and, in reply to a question by the Chairman, stated he proposed to proceed first with the charges Nos. 3 and 4 against Walter Symes.

Mr Hine formulated the following further charge, marked 9 :—

"That in or about the year 1904 the Government, having taken steps to acquire compulsorily the property known as the Flaxbourne Estate, and appointed a member of the Legislature—to wit, Thomas Kennedy Macdonald, a member of the Legislative Council—as their assessor, and knowing or believing that by reason of his being a member of the Legislature the said Thomas Kennedy Macdonald could not be paid any remuneration for so acting as assessor, sent the then partner of the said Thomas Kennedy Macdonald, one Alexander Lorimer Wilson, to make a casual inspection of the said property, and paid him an exceptional and wholly extravagant fee therefor, with the intent or object of indirectly remunerating the said Thomas Kennedy Macdonald or his partner or firm for the services of the said Thomas Kennedy Macdonald as such assessor as aforesaid."

Resolved, on the motion of the Right Hon. Sir J G Ward, That charge No. 3 against Walter Symes be heard next Tuesday

Agreed, on the suggestion of the Right Hon. Sir J G. Ward, that witnesses' expenses be borne by the Committee.

Resolved, on the motion of the Right Hon Sir J G. Ward, That the evidence be taken on oath.

Resolved, on the motion of the Right Hon. Sir J G. Ward, That the sittings of the Committee commence at 10.30 each morning.

Resolved, on the motion of the Chairman, That the Committee do adjourn until 10 30 a.m. on Tuesday, the 1st November, 1910.

The Committee adjourned accordingly

The Chairman The resolution passed by the House referring the charges back to this Committee for consideration and report is as follows: "Ordered, That His Honour the Chief Justice having stated the objection of all the Judges to accepting the proposed Commission to inquire into the charges made by the honourable member for Stratford, the order of the House adopting the recommendation of the special Committee set up for the purpose of inquiring into such charges be rescinded, and the charges, with the exception of that against the Hon. T K. Macdonald, be referred back for investigation to the same Committee." We have those charges now before us, with the exception of the one against the Hon. Mr Macdonald. Messrs. Major, Symes, and Kaihau have been communicated with, and informed that the Committee would meet to-day, and the following replies have been received: 'Otorohanga.—Leaving for Wellington to-day Impossible to get there before Friday night.—WALTER SYMES." "I desire to be present. Cannot attend Friday Hope Chairman can arrange to take my evidence Tuesday.—C. E MAJOR." I saw Mr Kaihau, and informed him that the meeting would be held to-day, and he said he wished to communicate with his counsel first, and wished to be represented. His counsel, Mr Blomfield, has wired stating that he could be here to-day, and would be ready to proceed either this evening or to-morrow morning Mr Hine was also informed that the meeting would take place to-day, and Mr Myers was notified that counsel would be allowed to appear

Mr Massey It may be as well to move a further motion that Mr Hine should have the assistance of counsel, and I am willing to alter my motion in that direction. I move, That counsel be allowed to appear on both sides.

Motion agreed to.

The Chairman: Well, you will understand, gentlemen, from the correspondence that has been read that so far as Mr Major and Mr Symes are concerned they are unable to be present to-day or to be represented by counsel. It might perhaps be desirable for us to decide now what charge we will take first.

Right Hon. Sir J G Ward I shall be unable to attend on Wednesday, and I think we ought to decide to meet here on Tuesday, Thursday, and Friday of next week for certain, for the purpose of taking evidence. I do not think the matter should be held in abeyance waiting for the men to come here—they ought to be here. At present I want to get some information from Mr Hine in connection with one of the charges that I have not heard read this morning—the charge

dealing with the newspaper in Stratford—and I want a witness to be called. I think we ought to have the whole of the distant witnesses here, and it ought to be their business to stay here till we have done with them.

Mr Massey The meetings of the Committee depend very much on the time the House rises.

Right Hon. Sir J G Ward But if we fix on Tuesday, Thursday, and Friday, we can go right on. I want the witnesses to be summoned to appear here on Tuesday, Thursday, and Friday, and the other men ought to be here to attend as required.

Mr Massey Do you propose to ask Mr Hine what charge he proposes to take first?

Right Hon. Sir J G Ward I think Mr Hine ought to have the settling of the sequence of the charges.

Mr Fraser: Do you want the three parties to be here on Tuesday with all their witnesses?

Right Hon. Sir J G Ward We want the three principals Messrs. Major, Symes, and Kaihau.

Mr Fraser With their witnesses?

Right Hon. Sir J G Ward Well, that is their business: it is for them to say whether they want any witnesses.

Mr Fraser If you say nothing about the witnesses, they will come here on Tuesday and say they did not know anything was going to be gone on with, and that they did not arrange to have their witnesses here.

Mr A. M Myers: When they are summoned to attend the Committee, if they are informed that should they desire to bring witnesses they can do so, that would be sufficient.

Right Hon. Sir J G Ward I have no objection to that. I move, That the Committee sit next week on Tuesday, Thursday, and Friday, and that the parties be informed, and be requested to be in attendance with any witnesses if necessary.

Motion agreed to.

(Mr M. Myers, counsel for Mr Hine, was then called in.)

The Chairman: Mr Myers, what charges does your client desire to proceed with first?

Mr Myers: I propose first of all to take the evidence on the charges against Mr Symes, No. 3 and No. 4.

The Chairman Do you wish those charges to be heard together or separately?

Mr Myers No. My idea is that I should be ready to go on with the fourth immediately after having finished the third.

The Chairman: Can you give us the order in which you desire to take the charges?

Mr Myers First No. 3 and then No. 4, and then it is quite immaterial about the others.

Right Hon. Sir J G Ward It is only for the purpose of having the necessary people here.

Mr Myers Of course, I will help the Committee in every possible way by giving the Chairman a list of the witnesses whom I suggest should be called, but there is another charge which Mr. Hine desires to make.

Mr Hine The Committee will remember that I reserved the right to make further charges if necessary, and I wish to place this further charge before the Committee this morning Probably there will be further charges before the Committee has finished its work. This is charge No. 7: "That in or about the year 1904 the Government, having taken steps to acquire compulsorily the property known as the Flaxbourne Estate, and appointed a member of the Legislature—to wit, Thomas Kennedy Macdonald, a member of the Legislative Council—as their assessor, and knowing or believing that by reason of his being a member of the Legislature the said Thomas Kennedy Macdonald could not be paid any remuneration for so acting as assessor, sent the then partner of the said Thomas Kennedy Macdonald, one Alexander Lorimer Wilson, to make a casual inspection of the said property, and paid him an exceptional and wholly extravagant fee therefor, with the intent or object of indirectly remunerating the said Thomas Kennedy Macdonald or his partner or firm for the services of the said Thomas Kennedy Macdonald as such assessor as aforesaid.'

The Chairman You want that charge also added to the list.

Mr Hine Yes.

The Chairman Have you any other charge?

Mr Hine Not at present.

Right Hon. Sir J G Ward That involves sending the matter to the Upper House again.

The Chairman Yes. It is a question whether it is a charge against the Government or against Mr Macdonald. If it is a charge against Mr Macdonald I should then have to rule that we could not hear it.

Mr Hine: I look upon it as a charge against the Government.

The Chairman You prefer it as a charge against the Government?

Mr Hine Yes.

Right Hon. Sir J G Ward I should like Mr Hine to state for the information of the Committee, in connection with the charges he has already made, who the member of the House is against whom he is going to make the charge of having accepted an amount of money running into four figures?

Mr Myers Mr Henare Kaihau.

Right Hon. Sir J G Ward I should also like to ask Mr Hine the name of the newspaper to which he referred in connection with the charge against the ex-member for Stratford.

Mr Myers Had we not better lead out evidence in due course about that?

Right Hon. Sir J G Ward I want to know for the purpose of calling a witness.

Mr. Hine The *Egmont Post* It is now called the *Stratford Evening Post*.

Right Hon. Sir J G Ward Would Mr Hine have any objection to stating who the editor was then?

Mr. Hine: Mr Copping.

Mr Myers: Might I suggest, Mr Chairman, that, as nearly all the witnesses in regard to these charges have to come from a distance, I should hand in a list during the day, and ask you to cause summonses to be sent to them.

The Chairman: Do you ask the Committee to summon your witnesses?

Mr Myers: Yes; it is a parliamentary inquiry

The Chairman Who will bear the expense?

Mr Myers Surely Parliament: Parliament has referred the charges to the Committee. I shall ask you to summon a number of witnesses, and in order to save expense as far as possible I will give you a list of so many as I think will occupy a particular morning, but I ask that they be summoned by the Committee. I also ask, and, indeed, I assume that it would be the wish of the Committee in any case, that all witnesses should be sworn.

Right Hon. Sir J G Ward I move, That the charge No. 3, against Mr Walter Symes, be heard next Tuesday

Motion agreed to.

The Chairman Now, in regard to the question of the witnesses' expenses.

Right Hon. Sir J G Ward Is not that a matter for deliberation?

Mr Myers On the question of witnesses' expenses, if it is a matter for deliberation, I wish to point out before the Committee deliberates that this is an inquiry——

Right Hon. Sir J G Ward In my opinion I think it is only right that the Committee should bear the expenses of the witnesses.

Mr Myers I am obliged to the Prime Minister for that intimation, and I have no doubt the Committee will take the same view Then there will be a number of Government files the production of which will be required, and I think it might save a considerable amount of time if facilities were given to me to examine the particular files. Of course, I will indicate the nature of them prior to calling the witnesses, but I think that that course would save a considerable amount of the Committee's time, and I feel satisfied also that it would save a considerable amount of the cost of the inquiry in regard to witnesses' expenses.

The Chairman Would you indicate the file or particular papers?

Mr Myers Well, sir, it is very difficult to do that, but I do not think there will be any objection on the part of the Government Departments to furnishing the files that I require, and I will give you a list of them.

The Chairman I may have to rule on the question. The Government may say it is a matter of privilege. Will you state the file or files?

Mr Myers I shall require, of course, all departmental files of any Department relating to the purchase of the particular lands which are mentioned in these charges, and I shall require all the Treasury vouchers and all imprest vouchers in regard to those purchases, and all Native Land Court files and Native Land files in respect of Te Akau Block. Then there are other documents—for instance, the petitions. We shall require the production of the petitions in connection with the charge against Mr Symes. I will let you have a list of what is required.

Right Hon. Sir J G Ward I move, That the evidence be taken on oath, and that the sittings of the Committee commence at 10.30 each morning

Motion agreed to.

TUESDAY, 1ST NOVEMBER, 1910.

The Committee met at 10.30 a.m., pursuant to notice.

Present Mr Hanan (Chairman), Mr Allen, Mr Fraser, Mr Graham, Mr Massey, Hon. Mr Millar, Mr. Myers, Mr Reed, Right Hon. Sir J. G. Ward.

Minutes of previous meeting read and confirmed.

The Clerk read correspondence marked 10 to 30, as follows:—

(10.) Telegram from Mr Major, dated 28th October
(11) Telegram to Mr Major, dated 28th October
(12) Notice to W Symes, dated 28th October
(13.) Telegram from Mr Major dated 29th October
(13A.) Letter from Right Hon. Sir J G Ward, dated 29th October
(14.) Letter from Mr M. Myers, dated 28th October
(15) Subpœna to attend to Bryan Lysaght, dated 28th October
(16.) Subpœna to attend to Joseph George Haddow, dated 28th October.
(17) Subpœna to attend to William Wilson, dated 28th October.
(18.) Subpœna to attend to Samuel Gower, dated 28th October
(19) Subpœna to attend to H. Otterson, dated 31st October
(20.) Subpœna to attend to Walter Symes, dated 29th October
(21) Subpœna to attend to Joseph McCluggage, dated 29th October
(22) Subpœna to attend to the Secretary, Stratford Printing and Publishing Company (Limited), dated 29th October
(23) Subpœna to attend to William David Anderson, dated 29th October
(24.) Subpœna to attend to William Charles Whitlock, dated 29th October
(25.) Subpœna to attend to Walter Symes, dated 31st October
(26.) Subpœna to attend to Mr Copping, dated 29th October
(27) Subpœna to attend to John Granville, dated 31st October
(28.) Subpœna to attend to James Sexton, dated 31st October
(29) Telegram from Mrs. J Sexton, dated 31st October
(30.) Telegram from John Granville, dated 1st November

Resolved, on the motion of Mr Massey, That no opening addresses be required by counsel.

Mr Hine, M.P , with his counsel, Mr M. Myers, and Mr Walter Symes, with his counsel, Mr C. P Skerrett, K.C., were then called.

Mr M. Myers asked that witnesses summoned be ordered out of the room while evidence is being taken.—Agreed to.

The Committee then took evidence.

(1) Henry Otterson, Clerk, House of Representatives, attended, and produced exhibits marked A, B, and C, and was examined by Mr M. Myers, Mr Skerrett, K.C , and the members of the Committee.

(2) Bryan Cuthbert Lysaght, sheep-farmer, Mokoia, near Hawera, was sworn, and produced exhibits marked D, E, and F, and was examined by Mr M. Myers, Mr Skerrett, K.C., and the members of the Committee.

(3.) William Wilson, farmer, Whenuakura, was sworn, and was examined by Mr M. Myers, Mr Skerrett, K.C., and the members of the Committee.

(4.) Joseph George Haddow, solicitor, Auckland, was sworn, and produced exhibits marked G, H, I, J, K, L, M, N, O, P, Q, R, S, and T, and was examined by Mr M. Myers, Mr Skerrett, K.C., and the members of the Committee.

Resolved, on the motion of the Chairman, That, the hour of 1 20 p.m. having arrived, the Committee do now adjourn to 10.30 a.m. on Thursday, the 3rd day of November next.

The Committee adjourned accordingly

THURSDAY, 3RD NOVEMBER, 1910.

The Committee met at 10.30 a.m., pursuant to notice.

Present: Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr. Fraser, Mr Graham, Mr Massey, Hon Mr Millar, Mr Myers, Mr Reed, Right Hon Sir J G Ward.

Minutes of previous meeting read and confirmed.

The Clerk read correspondence marked 31 to 45, as follows :—

(31) Letter from Mr M. Myers, dated 1st November
(32) Letter from Mr J G. Haddow, dated 2nd November
(33.) Telegram from Mrs. Frederick Bayly, dated 2nd November
(34.) Telegram from Mr C. Bayly, dated 2nd November
(35.) Subpœna to attend to Charles Bayly, dated 1st November
(36.) Subpœna to attend to Frederick Bayly, dated 1st November
(37) Notice to produce to the Right Hon. Sir J G Ward, dated 1st November
(38.) Notice to produce to F W Flanagan, dated 2nd November
(39.) Notice to produce to J D Ritchie, dated 2nd November
(40.) Notice to produce to J D Ritchie, dated 2nd November
(41) Subpœna to attend to A. L. Wilson, dated 2nd November
(42) Subpœna to attend to W E. Griffin, dated 2nd November
(43) Notice to produce to R. J Collins, dated 2nd November
(44.) Subpœna to attend to Alexander Barron, dated 2nd November.
(45.) Telegram from Frederick Bayly, dated 3rd November

Resolved, to reply to Mr Frederick Bayly's telegram (45) asking to be excused from attending, That a telegram be sent informing Mr Bayly that he must attend.

The Committee then heard further evidence.

Mr Hine, M.P , with his counsel, Mr. M Myers, and Mr. Walter Symes, with his counsel, Mr C. P Skerrett, K.C , attended.

(5.) George Vater Pearce, member of Parliament for Patea, was sworn, and examined by Mr M. Myers, Mr Skerrett, K.C., and the members of the Committee.

Mr M. Myers handed in exhibits marked U, V, W, and X, and stated that these were all the witnesses he desired to call *re* allegation No. 3.

Re allegation No. 4 :—

(6) William David Anderson, solicitor, Stratford, was sworn, and produced exhibit marked Y, and was examined by Mr. M. Myers, Mr. Skerrett, K.C., and the members of the Committee.

(7) Joseph McCluggage, storekeeper, Whangamomona, was sworn, and examined by Mr M. Myers, Mr Skerrett, K.C., and the members of the Committee.

(8.) William Charles Whitlock, journalist, Hastings, was sworn, and examined by Mr M. Myers, Mr Skerrett, K.C., and the members of the Committee.

The Right Hon. Sir J G Ward handed in exhibit marked Z and AA.

A discussion arose on Mr Reed asking that William David Anderson be recalled.

The Chairman ruled that the witness be not recalled.

(9) Arthur Edward Copping, editor, *Stratford Post*, Stratford, was sworn, and examined by Mr M. Myers, Mr Skerrett, K.C., and the members of the Committee.

Mr M. Myers stated that these were all the witnesses he desired to call *re* allegation No. 4.

Mr Skerrett, K.C., asked that the Committee proceed with the allegations numbered 1 and 2 at the next sitting.—Agreed to.

Mr Charles Edwin Major attended, and asked that he be allowed to be heard to-morrow

Agreed, on the motion of the Chairman, That, as the allegations numbered 1 and 2 are to be taken next, Mr Major will have that opportunity

Resolved, on the motion of the Chairman, That, the hour of 1 p.m. having arrived, the Committee do now adjourn until 10.30 a.m. on Friday, the 4th day of November, 1910.

The Committee adjourned accordingly

FRIDAY, 4TH NOVEMBER, 1910.

The Committee met at 10.30 a.m., pursuant to notice.

Present: Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr Massey, Hon. Mr Millar, Mr Myers, Mr Reed, Right Hon. Sir J G. Ward.

Minutes of the previous meeting read and confirmed.

The Clerk read correspondence marked 46 to 48:—

(46.) Telegram to Frederick Bayly, dated 3rd November
(47) Telegram from Frederick Bayly, dated 3rd November
(48.) Telegram to Frederick Bayly, dated 3rd November

The Committee then heard further evidence.

Mr Hine, M.P , with his counsel, Mr M. Myers; Mr. Walter Symes, with his counsel, Mr C. P Skerrett, K.C. (with him Mr Sharp ; and Mr Charles Edwin Major, attended.

Resolved, on the motion of the Right Hon. Sir J G. Ward, That Mr W T Jennings, M.P , and Mr Atack, manager of the Press Association, Wellington, be called to give evidence *re* allegation No. 4.

Resolved, to take allegations Nos. 1 and 2 together

(10.) John Granville, farmer, Mangamingi, was examined by Mr Skerrett, K.C.

(11) John Douglas Ritchie, Land Purchase Officer, Wellington, was sworn, and produced official files, and was examined by Mr M. Myers, Mr Skerrett, K.C., and the members of the Committee.

Mr. M. Myers handed in exhibit marked BB.

(12.) Frederick William Flanagan, Valuer General, Wellington, was sworn, and produced exhibits marked CC and DD, and was examined by Mr M. Myers, Mr Skerrett, K.C., and the members of the Committee.

(13.) Charles Bayly, sheep-farmer, Toko, was sworn, and examined by Mr Myers and the members of the Committee, and produced exhibits marked EE and FF

Mr. M. Myers called Walter Symes to give evidence, and Mr Skerrett, K.C., objected.

The Chairman ruled that Mr Major be called first, on the understanding that Mr Skerrett, K.C., would call Walter Symes at a later date.

(14.) Charles Edwin Major, land agent, Auckland, who was not represented by counsel, was sworn and gave evidence, and was examined by Mr. M. Myers, Mr Skerrett, K.C., and the members of the Committee.

Mr M. Myers applied to have stated the order in which the other allegations would be taken.

Resolved, on the motion of the Chairman, That allegations numbered 1, 2, and 4 be continued next sitting-day, and that allegations numbered 6 and 7 be taken in their numerical order

Resolved, on the motion of the Right Hon. Sir J G Ward, That Mr Hemingway, of Stratford, be called to give evidence *re* allegation numbered 4.

Resolved, on the motion of the Right Hon. Sir J G. Ward, That the Committee meet on Tuesday, Wednesday, and Thursday of next week at 10.30 a.m.

Resolved, on the motion of the Chairman, That, the hour of 1 p.m. having arrived, the Committee do now adjourn until 10.30 a.m. on Tuesday, the 8th day of November next.

The Committee adjourned accordingly

TUESDAY, 8TH NOVEMBER, 1910.

The Committee met at 10.30 a.m., pursuant to notice.

Present Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Massey, Hon. Mr Millar, Mr Myers, Mr Reed, Right Hon. Sir J G. Ward.

Minutes of previous meeting read and confirmed.

The Clerk read correspondence marked 49 to 85, as follows:—

(49) Subpœna to attend to W T Jennings, M.P , Wellington, dated 4th November
(50.) Subpœna to attend to W H. Atack, dated 4th November
(51) Telegram from W E Griffin, dated 4th November
(52.) Telegram to W E. Griffin, dated 4th November.
(53.) Subpœna to attend to Hemingway, dated 4th November
(54.) Telegram from Hemingway, dated 4th November
(55.) Telegram to Hemingway, dated 5th November
(56.) Telegram from Hemingway, dated 5th November
(57) Telegram from Sexton, dated 5th November.
(58.) Letter from Mr M. Myers, dated 5th November
(59.) Letter from Mr M. Myers, dated 5th November
(60.) Subpœna to attend to Remana Nutana, dated 5th November
(61) Subpœna to attend to Pepene Eketone, Te Kuiti, dated 5th November
(62) Subpœna to attend to Pepa Tauke, dated 5th November
(63.) Subpœna to attend, and notice to produce, to Mr Paterson, dated 5th November
(64.) Subpœna to attend, and notice to produce, to W H. Grace, dated 5th November
(65.) Subpœna to attend to Henry William Northcroft, dated 5th November
(66.) Subpœna to attend to John St. Clair, dated 5th November
(67) Subpœna to attend to Patrick Sheridan, dated 5th November
(68.) Notice to produce to Thomas William Fisher, dated 5th November
(69.) Notice to produce to Jackson Palmer, dated 5th November
(70.) Notice to produce to Joseph William Poynton, dated 5th November

(71) Notice to produce to Henare Kaihau, dated 5th November
(72) Notice to produce to Parr and Blomfield, dated 5th November
(73.) Subpœna to attend to Tukere Teanga, dated 5th November
(74.) Subpœna to attend to J H. Phillips, dated 5th November
(75.) Subpœna to attend to Horomona Watarauihi, dated 5th November
(76.) Telegram from Pepene Eketone, dated 7th November
(77) Telegram to Pepene Eketone, dated 7th November
(78.) Telegram from W H. Grace, dated 7th November
(79.) Telegram from E. C. Blomfield, dated 7th November
(80.) Letter from C. E. Major, dated 6th November
(81) Telegram from W C. Whitlock, dated 7th November
(82) Memo. from Post and Telegraph Department, dated 7th November
(83.) Telegram from John St. Clair, dated 7th November.
(84.) Telegram from Jackson Palmer, dated 7th November
(85) Telegram from Tukere Teanga, dated 8th November

The Committee then heard further evidence.

Mr Hine, M.P , with his counsel, Mr M Myers, and Mr. Walter Symes, with his counsel, Mr C. P Skerrett, K.C. (with him Mr Sharp), attended.

(15.) Frederick Bayly, sheep-farmer, Tututawa, was sworn, and examined by Mr M. Myers, Mr. Skerrett, K.C., and the members of the Committee.

(16.) Walter Symes, farmer, Pirongia, made a declaration, produced exhibits marked GG and HH, and was examined by Mr Skerrett, K.C., Mr M. Myers, and the members of the Committee.

Strangers withdrew, and the Committee deliberated.

The Right Hon Sir J G. Ward asked that Sir George Clifford, Bart., and the Hon. Dr Findlay be called in connection with allegation No. 7

Resolved, on the motion of the Right Hon. Sir J G. Ward, That the Committee adjourn until 5.30 p.m. this afternoon, when the examination of Walter Symes will be continued.

Resolved, on the motion of the Right Hon. Sir J G Ward, That the Committee meet on Friday, the 11th day of November next, at 10.30 a.m.

The Committee then adjourned until 5.30 p.m.

The Committee resumed at 5.30 p.m. in the Prime Minister's room.

Walter Symes was further examined by Mr Skerrett, K.C , and the members of the Committee.

Mr M. Myers asked that allegation numbered 7 be taken next Friday

Mr. M. Myers asked that Mr Griffin and Mr Wilson be requested to attend on Friday next, and that Mr W C. Kensington, Under-Secretary for Lands, be subpœnaed to attend and produce documents which were asked for from Mr T W. Fisher.—Agreed to.

Resolved, That it is not necessary for the members of the Committee, with the exception of the Right Hon Sir J. G. Ward, to correct their questions to witnesses.

Resolved, on the motion of the Right Hon. Sir J G. Ward, That the Chairman ask the House for an extension of time in which to report, and also to validate the proceedings of the Committee since the 29th day of October to the present date.

Resolved, on the motion of the Right Hon. Sir J G. Ward, That the Committee take allegation No. 7 next Friday.

Resolved, on the motion of the Chairman, That the Committee do now adjourn until Wednesday, the 9th November next.

The Committee adjourned accordingly

WEDNESDAY, 9TH NOVEMBER, 1910.

The Committee met at 10.30 a.m., pursuant to notice.

Present Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr Massey, Hon. Mr Millar, Mr Myers, Mr Reed, Right Hon Sir J G. Ward.

Minutes of previous meeting read and confirmed.

The Clerk read correspondence marked 86 to 92, as follows:—

(86.) Telegram to W E. Griffin, dated 9th November
(87) Telegram to A. L. Wilson, dated 9th November
(88.) Telegram to Hemingway, dated 9th November
(89.) Telegram to John St. Clair, dated 9th November
(90.) Telegram to Jackson Palmer, dated 9th November
(91) Letter from William Wilson, dated 7th November
(92.) Letter from C. P Skerrett, K.C., dated 9th November

Resolved, That the request contained in Mr Skerrett's letter marked 92 be acceded to.

The Committee then heard further evidence.

Mr Hine, M.P , with his counsel, Mr M. Myers, and Mr Skerrett, K.C. (with him Mr Blomfield), attended.

(17) William T Jennings, M.P , was sworn, and examined by Mr M. Myers and the members of the Committee.

(18.) William Harrington Atack, manager of the Press Association, Wellington, was sworn, and examined by the members of the Committee.

The Right Hon. Sir J. G. Ward handed in exhibit marked II.

The Right Hon. Sir J G. Ward gave notice that he would ask to have called at a later date two witnesses in connection with allegation No. 4.

The Right Hon. Sir J G. Ward gave notice that he would ask to have the Hon. Mr Carncross and Mr Joseph McCluggage called at a later date.

Resolved, on the motion of the Right Hon. Sir J G. Ward, That further consideration of this allegation, and the taking of further evidence thereon, be deferred until Tuesday next.

Mr M. Myers handed in a further allegation, marked A 1 and B 1, against Mr Henare Kaihau, M.P , *re* allegation No. 6.

Mr. Hine, M.P., with his counsel, Mr M. Myers, and Mr Henare Kaihau, M.P , with his counsel, Mr Skerrett, K.C. (with him Mr Blomfield), attended.

Mr Skerrett, K.C., asked that Mr Blomfield's evidence be heard on Thursday next.—Agreed to.

(19) William Charles Kensington, Under-Secretary, Lands Department, was sworn, and examined by Mr M. Myers and Mr Skerrett, K.C., and produced exhibit marked C 1

Strangers withdrew, and the Committee deliberated.

Resolved, on the motion of Mr Massey, That this Committee receives no further allegations for investigation after the close of its sitting on Friday, the 11th November, 1910.

Resolved, on the motion of the Chairman, That the Committee do now adjourn until Thursday, the 10th day of November next.

The Committee adjourned accordingly

THURSDAY, 10TH NOVEMBER, 1910.

The Committee met at 11 a.m.

Present: Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr Massey, Hon. Mr Millar, Mr Myers, Mr Reed, Right Hon. Sir J G. Ward.

Minutes of previous meeting read and confirmed.

The Clerk read correspondence marked 93 to 104, as follows

(93.) Notice to produce to W C. Kensington, dated 9th November
(94.) Notice to produce to H. Pollen, dated 10th November
(95.) Subpœna to attend to Sir George Clifford, Bart., dated 9th November
(96.) Subpœna to attend to Remana Nutana, dated 9th November
(97.) Subpœna to attend to Rewa te Hirako, dated 9th November
(98.) Subpœna to attend to Horomona Watarauihi, dated 9th November
(99) Subpœna to attend to Keritoke te Ahu, dated 9th November
(100.) Subpœna to attend to Kahu Huatere, dated 9th November
(101) Subpœna to attend to Kamanumanu, dated 9th November
(102) Subpœna to attend to Mohi te Wara, dated 9th November
(103.) Letter to Hon. Dr Findlay, K.C., dated 9th November.
(104.) Telegram from Hemingway, dated 9th November
(105.) Letter from James Sexton, dated 7th November

Mr. Hine, M.P , with his counsel, Mr M. Myers, and Mr Henare Kaihau, M.P , with his counsel, Mr Skerrett, K.C. (with him Mr Blomfield), attended.

William Charles Kensington was further examined by Mr M. Myers, Mr Skerrett, K.C., and the members of the Committee. Produced exhibit marked D 1

(20.) Edward Clare Blomfield, solicitor, Auckland, was sworn, and partly examined by Mr M. Myers. Produced exhibits marked E 1 and F 1

Strangers withdrew, and the Committee deliberated.

The Right Hon. Sir J G. Ward gave notice that he would move at the next meeting, That the Flaxbourne resolution of the 8th November be rescinded, and that Mr Blomfield's evidence be continued on Friday morning, the 11th November

The Right Hon. Sir J G. Ward gave notice that he would ask at a later date to have the Hon. Mr Carroll called to give evidence.

Resolved, on the motion of the Chairman, That the Committee do now adjourn until Friday, the 11th November, at 10.30 a.m.

The Committee adjourned accordingly

FRIDAY, 11TH NOVEMBER, 1910.

The Committee met at 11 a.m.

Present Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr Massey, Hon. Mr Millar, Mr Myers, Mr Reed, Right Hon. Sir J G. Ward.

Minutes of previous meeting read and confirmed.

The Clerk read correspondence marked 106 and 107, as follows:

(106.) Telegram dated 10th November, from Rewatu Hiriako.
(107) Telegram dated 10th November, to James Sexton.

The Clerk read an order of reference, dated Wednesday, 9th November, extending date of report and validating proceedings.

The Right Hon. Sir J G Ward moved, That the Flaxbourne resolution of the 8th November be rescinded, and that Mr Blomfield's evidence be continued this morning

Resolved, on the motion of Mr Massey, That the matter be held over

Mr Hine, M.P , with his counsel, Mr M. Myers, and Mr Henare Kaihau, M.P , with his counsel, Mr Skerrett, K.C. (with him Mr Sharp), attended.

(20.) Edward Clare Blomfield gave further evidence, and was examined by Mr M. Myers, Mr Skerrett, K.C., and the members of the Committee. Produced exhibit marked G 1

Mr. M. Myers asked that Mr Griffin be called.

Strangers withdrew, and the Committee deliberated.

Resolved, on the motion of the Right Hon. Sir J G. Ward, That the allegation against Mr Kaihau, M.P , be proceeded with.

The Committee then adjourned.

MONDAY, 14TH NOVEMBER, 1910.

The Committee met at 11 a.m., pursuant to notice.

Present Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Massey, Hon. Mr Millar, Mr Myers, Mr Reed, Right Hon. Sir J G. Ward.

Minutes of previous meeting read and confirmed.

The Clerk read correspondence marked 108 to 115, as follows :—

(108.) Letter from Mr Myers, dated 11th November
(109.) Telegram from Sir George Clifford, Bart., dated 13th November
(110.) Telegram from Mr Hemingway, dated 12th November
(111) Telegram to Sir George Clifford, Bart., dated 12th November
(112) Subpœna to attend and notice to produce to Keritoke te Ahu, dated 11th November
(113.) Subpœna to attend and notice to produce to Mr H. Otterson, dated 11th November
(114.) Notice to produce to Mr A. L. Wilson, dated 11th November
(115) Notice to produce to Mr Paterson, dated 11th November

Mr M. Myers, counsel for Mr Hine, M.P , and Mr Henare Kaihau, M.P , with his counsel, Mr Skerrett, K.C. (with him Mr Sharp), attended.

(21) William Henry Grace, licensed Native interpreter, Kihikihi, was sworn, and examined by Mr M. Myers, Mr Skerrett, K.C., and the members of the Committee.

(22) Thomas William Fisher, Under-Secretary, Native Department, Wellington, was sworn, and examined by Mr M. Myers, Mr Skerrett, K.C., and the members of the Committee.

(23.) Robert Aimers Paterson, Chief Accountant, Lands Department, Wellington, was sworn, and examined by Mr M. Myers, Mr. Skerrett, K.C., and the members of the Committee. Produced exhibit marked H 1

(24.) Henry Otterson, Clerk, House of Representatives, Wellington, was examined by Mr M. Myers, Mr Skerrett, K.C , and the members of the Committee.

Resolved, on the motion of the Chairman, That, the hour of 1 p.m. having arrived, the Committee do now adjourn until 2.30 p.m. this day

The Committee adjourned accordingly

The Committee resumed at 2.30 p.m.

Present Mr Hanan (Chairman), Mr Allen, Mr. Buchanan, Mr Fraser, Mr Massey, Hon. Mr Millar, Mr Myers, Mr Reed, and the Right Hon. Sir J G Ward.

The Clerk was instructed to obtain a plan from the Lands Department of the Te Akau Block, showing tribal boundaries which were altered from time to time by the Courts, and showing the dates on which the alterations took place.

(25) Remana Nutana, aboriginal Native, of Auckland, was sworn, and examined by Mr M. Myers, Mr Skerrett, K.C., and the members of the Committee.

Mr M. Myers stated that these were all the witnesses he wished to call in regard to allegation No. 6.

Re allegation No. 8 :—

Agreed to proceed with allegation No. 8, but, owing to the absence of witnesses, agreed to proceed with allegation No. 7

Re allegation No. 7 :—

Mr M. Myers, counsel for Mr Hine, M.P , and Mr Skerrett, K.C. (with him Mr Sharp), appeared on behalf of the Hon. Mr Thomas Kennedy Macdonald, M.L.C.

Mr M. Myers asked that Mr W E. Griffin be heard on Friday next.

Agreed to hold the matter over for deliberation.

Resolved at 4 p.m., on the motion of the Chairman, That the Committee adjourn for ten minutes.

The Committee resumed at 4.20 p.m.

(26.) John Douglas Ritchie, Land Purchase Officer, Wellington, was sworn. Produced departmental files, and was examined by Mr M. Myers, Mr Skerrett, K.C., and the members of the Committee.

Mr J W Poynton, Secretary to the Treasury, Wellington, handed in an exhibit marked J 1

Resolved, on the motion of the Chairman, That, the hour of 6 p.m. having arrived, the Committee do now adjourn until 7 30 p.m.

The Committee adjourned accordingly

The Committee resumed at 7 30 p.m.

Present Mr Hanan (Chairman), Mr. Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr Massey, Hon Mr Millar, Mr Myers, Mr. Reed, and the Right Hon. Sir J. G. Ward.

(26.) John Douglas Ritchie was further examined by the members of the Committee and Mr M. Myers.

(27) Alexander Barron, retired Civil servant, and formerly Land Purchase Officer, Wellington, was sworn, and examined by Mr M. Myers, Mr Skerrett, K.C , and the members of the Committee, and produced exhibit marked K 1

Mr M. Myers asked that the further hearing of this allegation be continued on Friday next.

Resolved, on the motion of Mr Fraser, That the Committee deliberate.

Strangers withdrew

Moved by the Hon. Mr Millar, That the Committee proceed with the case, and take the evidence of Mr A. L. Wilson.

On the question being put, the Committee divided, and the names were taken down as follow

Ayes, 5.—Mr Graham, Mr Hanan, Hon. Mr Millar, Mr Myers, Mr Reed.

Noes, 4.—Mr Allen, Mr Buchanan, Mr. Fraser, Mr Massey

So it was resolved in the affirmative.

Mr Massey gave notice of motion that he would move at the next meeting, That a return be prepared showing all the disbursements by the Government in connection with the purchase of Flaxbourne, showing to whom payments were made and the services rendered therefor—this not to include the payments for the property itself

Further evidence was then heard.

(28.) Alexander Lorimer Wilson, auctioneer, Wellington, was sworn, and examined by Mr M Myers, Mr Skerrett, K.C., and the members of the Committee.

Resolved, on the motion of the Right Hon Sir J G Ward, That the Chairman telegraph to Mr W E Griffin, of Napier, asking why he is not in Wellington to give evidence, and to attend at once.

Re allegation No. 8

(29) Remana Nutana, aboriginal Native, Onehunga, Auckland, was sworn, and examined by Mr M. Myers, Mr Skerrett, K.C , and the members of the Committee.

Resolved, on the motion of the Chairman, That, the hour of 11 50 p.m. having arrived, the Committee do now adjourn.

The Committee adjourned accordingly

TUESDAY, 15TH NOVEMBER, 1910.

The Committee met at 11 a.m., pursuant to notice.

Present: Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr Massey, Mr Myers, Hon. Mr Millar, Mr Reed, Right Hon. Sir J G Ward.

Minutes of previous meeting read and confirmed.

The Clerk read correspondence marked 116, as follows :—

(116.) Telegram dated 14th November, to W E Griffin.

Mr Massey moved, That a return be prepared showing all the disbursements by the Government in connection with the purchase of Flaxbourne, showing to whom payments were made and the services rendered therefor—this not to include the payments for the property itself

On the question being put, the Committee divided, and the names were taken down as follow :—

Ayes, 5.—Mr. Allen, Mr Buchanan, Mr Fraser, Mr Massey, Right Hon. Sir J. G Ward.

Noes, 5.—Mr Graham, Mr Hanan, Hon. Mr Millar, Mr Myers, Mr Reed.

The voting being equal, the Chairman gave his casting-vote with the noes. So it passed in the negative.

Re allegation numbered 9 :—

Mr Hine, M.P , with his counsel, Mr M. Myers, and Mr Henare Kaihau, with his counsel, Mr Skerrett, K.C. (with him Mr Sharp), attended.

(30.) Horomona Watarauihi, aboriginal Native, Waingaro, was sworn, and examined, through Mr Barclay, Native interpreter, by Mr. M Myers, Mr Skerrett, K.C , and the members of the Committee.

The Right Hon. Sir J G Ward handed in a letter from Sir George Clifford, Bart., marked "Exhibit L 1 "

Re allegation numbered 6 :—

(31) James Carroll, member of the House of Representatives for Gisborne, and Native Minister, was sworn, and made a statement *re* the Te Akau Block.

Resolved, on the motion of the Right Hon. Sir J G Ward, That, the hour of 1 p.m. having arrived, the Committee do now adjourn until 10.30 a.m. on Wednesday next.

The Committee adjourned accordingly

WEDNESDAY, 16TH NOVEMBER, 1910

The Committee met at 10.30 a.m., pursuant to notice.

Present Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr Massey, Hon Mr Millar, Mr Myers, Mr Reed, Right Hon. Sir J G Ward.

Minutes of previous meeting read and confirmed.

The Clerk read correspondence marked 117 to 121, as follows :—

(117) Telegram from Pepa Tauke, dated 15th November
(118.) Telegram to Pepa Tauke, dated 15th November
(119) Telegram from Keritoke te Ahu, dated 12th November
(120.) Subpœna to attend to Joseph McCluggage, dated 15th November
(121) Telegram to officer in charge, Post office Savings bank, Auckland, dated 15th November

Mr Hine, M.P , with his counsel, Mr M. Myers, and Mr Henare Kaihau, M.P , with his counsel, Mr Skerrett, K.C (with him Mr Sharp), attended.

(31) James Carroll, Native Minister, was further examined by the Right Hon. Sir J G. Ward, members of the Committee, Mr M. Myers, and Mr Skerrett, K.C.

The Clerk was instructed to obtain the minute-book of the Native Affairs Committee for the year 1906. This could not be produced, through being lost in the fire of December, 1907

(32 William Herbert Herries, member of the House of Representatives for Tauranga, was sworn, and examined by Mr Massey, Mr Skerrett, K.C , and the members of the Committee.

Resolved, on the motion of the Right Hon. Sir J G Ward, That, the hour of 1 p.m. having arrived, the Committee do now adjourn until 10.30 a.m. on Thursday, the 17th November next.

The Committee adjourned accordingly

THURSDAY, 17TH NOVEMBER, 1910.

The Committee met at 10 30 a.m., pursuant to notice.

Present Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr Massey, Hon. Mr Millar, Mr Myers, Mr Reed, Right Hon. Sir J G. Ward.

Minutes of previous meeting read and confirmed.

The Clerk read correspondence marked 122 to 128, as follows :—

(122.) Letter from C. P Skerrett, K.C , dated 16th November
(123) Telegram to Rua Pekamu, dated 16th November
(124.) Telegram from Chief Postmaster, Auckland, dated 16th November
(125.) Telegram from W E Griffin, dated 16th November
(126.) Letter to Hon Mr W C F Carncross, M.L.C., dated 16th November
(127) Notice to produce to Controller-General, Post-Office Savings-Bank, Wellington, dated 16th November
(128.) Notice to produce to Mr H. Otterson, dated 16th November

Re allegation No. 4 :—

Mr Hine, M.P , with his counsel, Mr. M. Myers, and Mr Skerrett, K.C (with him Mr Sharp), attended.

33) Joseph McCluggage, storekeeper, Whangamomona, recalled, was sworn, and examined by the Right Hon. Sir J G Ward and the members of the Committee.

(34.) Walter Charles Frederick Carncross, member of the Legislative Council, residing in Eltham, was sworn, and examined by the Right Hon. Sir J G Ward and the members of the Committee.

Re allegation No. 8 :—

Mr Hine, M P , with his counsel, Mr M. Myers, and Mr Henare Kaihau, M.P , with his counsel, Mr Skerrett, K.C (with him Mr Sharp), attended.

35) Robert Daniel Kelly, clerk in the General Post Office, Wellington, produced exhibit marked M 1, and was examined by Mr M Myers, Mr. Skerrett, K.C., and the members of the Committee.

(36 Henry Otterson, Clerk House of Representatives, Wellington, was examined by Mr M Myers and the members of the Committee.

Mr M Myers stated that he did not intend to proceed with paragraph (*f*) of the charge.

(37 Keritoke te Ahu, aboriginal Native, Huntly, was sworn, and examined, through Mr Barclay, Native interpreter, by Mr M Myers and the members of the Committee. Produced exhibits marked N 1, O 1, P 1, Q 1, R 1, S 1, T 1, U 1, and V 1

Mr Skerrett, K.C , asked that he be allowed to defer his examination of the witness.—Agreed to.

(38.) Rewatu Hirako, aboriginal Native, Mapiu, was sworn, and examined, through Mr Barclay, Native interpreter by Mr M. Myers and the members of the Committee.

Mr Skerrett, K.C , asked that he be allowed to defer his examination of the witness.—Agreed to.

(39. Kaahu Huatare, aboriginal Native, Otorohanga, was sworn, and examined, through Mr. Barclay Native interpreter, by Mr M Myers and the members of the Committee.

Mr Skerrett, K.C., asked that he be allowed to defer his examination of the witness,—Agreed to,

(40.) Te Kamanomano, aboriginal Native, and chief of the Ngatireko Tribe, Ngaruawahia, was sworn, and examined, through Mr Barclay, Native interpreter, by Mr M. Myers, Mr Skerrett, K.C , and the members of the Committee.

(41 Horomona Watarauihi, aboriginal Native, Waingaro, recalled, was sworn, and examined, through Mr Barclay, Native interpreter, by Mr M Myers and the members of the Committee.

Mr M. Myers stated that this was all the evidence he desired to call in connection with allegation No. 8.

Resolved, on the motion of the Right Hon. Sir J G Ward, That Mr Hemingway be summoned to appear on Monday, the 21st November

Resolved, on the motion of Mr Graham, That, the hour of 1 p.m. having arrived, the Committee do now adjourn until Friday, the 18th day of November next.

The Committee adjourned accordingly

FRIDAY, 18TH NOVEMBER, 1910.

The Committee met at 10.30 a.m., pursuant to notice.

Present Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr Massey, Hon. Mr Millar, Mr Myers, Mr Reed, Right Hon. Sir J G. Ward.

Minutes of the previous meeting read and confirmed.

The Clerk read correspondence marked 129 to 133, as follows:—

(129) Letter from Controller of Post Office Savings Bank, Wellington, dated 16th November

(130.) Letter from P Sheridan, dated 17th November (Read and received).

(131) Letter from Mr M. Myers, dated 17th November

(132) Subpœna to attend to A. L. Wilson, dated 17th November

(133.) Subpœna to attend to Hemingway, dated 17th November

Mr Massey read an extract from the Dunedin *Evening Star* of the 16th November, 1910.

Agreed, that the Chairman draw the attention of the Press representatives to the fact that the proceedings of the Committee must be regarded as *sub judice,* and must not be commented upon

Re allegation No. 7:

Mr Hine, M P , with his counsel, Mr M Myers, and Mr Henare Kaihau, M.P., with his counsel, Mr Skerrett, K.C (with him Mr Sharp), attended.

(42.) Alexander Lorimer Wilson, auctioneer, Wellington, recalled, and examined by Mr M. Myers.

(43.) William Edwin Griffin, land agent, Napier, was sworn, and examined by Mr. M Myers, Mr. Skerrett, K.C., and the members of the Committee.

The Right Hon. Sir J G Ward gave notice that he wished to have Mr James McKerrow, late Chairman of the Land Purchase Board, called to appear on Monday, the 21st November, 1910.

Resolved, on the motion of Mr Massey, That the Chairman ask the House to grant a week's extension of time in which to report.

Resolved, on the motion of the Right Hon Sir J G Ward, That, the hour of 1 p.m. having arrived, the Committee do now adjourn until Monday, the 21st November next, at 10.30 a.m.

The Committee adjourned accordingly

MONDAY, 21ST NOVEMBER, 1910.

The Committee met at 10.30 a.m., pursuant to notice.

Present Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr Massey, Hon Mr Millar, Mr Myers, Mr Reed, Right Hon. Sir J G. Ward.

Minutes of previous meeting read and confirmed.

The Clerk read correspondence as follows:

(134.) Subpœna to attend to James McKerrow, dated 19th November

The Clerk read an order of reference, dated 18th November, 1910, extending the time for the Committee's report to the 26th November

Agreed, that no addresses be given by counsel.

Mr Hine, M.P , with his counsel, Mr M Myers, and Mr Skerrett, K.C. (with him Mr Sharp), attended.

Mr Skerrett, K.C , stated that he did not desire to call evidence *re* allegation No. 6.

Re allegation No. 3:—

(44.) Hugh Pollen, Under-Secretary, Internal Affairs Department, was sworn, and examined by Mr Skerrett, K.C., Mr M. Myers, and the members of the Committee.

Re allegation No. 4:—

(45.) Edward Frederick Henry Hemingway, Town Clerk, Stratford, was sworn, and examined by the Right Hon Sir J G. Ward and members of the Committee.

Re allegation No. 8 :—

(46.) Henare Kaihau, member of Parliament for the Western Maori District, was sworn, and examined, through Mr Barclay, Native interpreter, by Mr Skerrett, K.C.

Resolved, on the motion of the Chairman, That, the hour of 1 p.m. having arrived, the Committee do now adjourn until 2.30 p.m. this day

The Committee adjourned accordingly

The Committee resumed at 2 30 p.m.

Present: Mr. Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr Massey, Mr. Myers, Mr Reed, Right Hon. Sir J. G. Ward.

(46.) Henare Kaihau, further examined by Mr Skerrett, K.C , Mr M Myers, and the members of the Committee.

Mr Skerrett stated that these were all the witnesses he desired to call.

Re allegation No. 7 :—

(47.) Frederick William Flanagan, Valuer General, Wellington, recalled, sworn, and examined by the Right Hon. Sir J G Ward and the members of the Committee.

(48.) James McKerrow, late Chairman of the Land Purchase Board, Wellington, was sworn, and examined by the Right Hon. Sir J G. Ward and the members of the Committee.

(49.) Alexander Lorimer Wilson, auctioneer, Wellington, was recalled, sworn, and examined by the Right Hon. Sir J G. Ward, members of the Committee, and Mr M Myers.

(50.) John George Findlay, barrister and solicitor, Wellington, was sworn, and examined by the Right Hon. Sir J G. Ward, members of the Committee, Mr Skerrett, K.C., and Mr M. Myers.

The Right Hon. Sir J G. Ward gave notice that he wished to call Mr Andrews, Secretary to Cabinet, and Mr A. Barron, late Land Purchase Officer, on Tuesday, the 22nd November

Resolved, on the motion of Mr Fraser, That, the hour of 6 p.m. having arrived, the Committee do now adjourn.

The Committee adjourned accordingly

TUESDAY, 22ND NOVEMBER, 1910

The Committee met at 10.30 a.m., pursuant to notice.

Present Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr Massey, Hon. Mr Millar, Mr. Myers, Mr Reed, Right Hon. Sir J G. Ward.

Minutes of previous meeting read and confirmed.

Mr Hine, M.P., with his counsel, Mr M. Myers, and Mr Skerrett, K.C (with him Mr Sharp), attended.

Re allegation No. 7 :—

The Right Hon. Sir J G Ward handed in exhibit marked W 1.

(51) James Frank Andrews, Secretary to Cabinet, Wellington, was sworn, and examined by the Right Hon. Sir J. G. Ward, and handed in exhibit marked X 1

This concluded all the evidence. Strangers withdrew, and the Committee deliberated.

Resolved, on the motion of the Right Hon. Sir J. G. Ward, That witnesses be informed that if their evidence is not returned to-day the evidence will be printed without it.

Resolved, on the motion of the Right Hon Sir J G Ward, That, as the evidence cannot be printed until to-morrow, the Committee do now adjourn until 10.30 on Wednesday next.

The Committee adjourned accordingly

WEDNESDAY, 23RD NOVEMBER, 1910.

The Committee met at 10.30 a.m., pursuant to notice.

Present Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr. Massey, Hon Mr Millar, Mr Myers, Mr Reed, Right Hon. Sir J G. Ward.

Minutes of previous meeting read and confirmed.

The Chairman read a draft report, with a statement of the evidence and his finding as Chairman, *re* the following allegations : Nos. 2, 3, and 8.

Agreed, that copies be prepared and circulated amongst the members of the Committee for perusal.

Resolved, on the motion of Mr Fraser, to adjourn until 9 30 p.m. this evening.

The Committee adjourned accordingly

The Committee resumed at 9.30 p.m. in the Prime Minister's room.

Present Mr Hanan (Chairman), Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Hon. Mr Millar, Mr Myers, Mr Reed, and the Right Hon. Sir J G. Ward.

The Clerk read the Chairman's draft report, with a statement of the evidence and his finding as Chairman *re* the following allegations Nos. 1, 6, and 7

Resolved, on the motion of the Chairman, to adjourn until 10.30 a.m. on Thursday, the 24th November next.

The Committee adjourned accordingly

THURSDAY, 24TH NOVEMBER, 1910

The Committee met at 10 30 a.m., pursuant to notice.

Present Mr Hanan (Chairman), Mr Allen, Mr Graham, Mr Myers, Mr Buchanan, Mr Massey, Mr Reed, Mr Fraser, Hon. Mr Millar, Right Hon. Sir J G Ward.

Minutes of previous meeting read and confirmed.

The Chairman read a draft report, with a statement of the evidence, and his finding as Chairman *re* allegation No. 4.

The Right Hon. Sir J G Ward gave notice to move at a later period, "That the Committee is of opinion that, for the purpose both of the protection of public life and of the reputation of public men, legislation should be passed making it illegal for a member of Parliament to act on his own behalf or on behalf of any other person in negotiating the sale of an estate to the Crown.

Resolved, on the motion of the Chairman, to proceed with allegation No. 1

The Chairman's draft report, with a statement of the evidence, and his finding as Chairman, reads as follows:—

CHARGES AGAINST MR. MAJOR.

1 The Select Committee to which was referred the charges brought by the honourable member for Stratford, Mr Hine, against Mr Charles E. Major, has to report as follows:—

The first charge against Mr.Major is as follows:—

"That Charles Edwin Major, in or about the year 1904, while a member of Parliament, conducted the sale to the Government of a property of Frederick Bayly at Toko, and received from the said Frederick Bayly a commission or sum of money for so doing"

The second charge against Mr Major is as follows:—

"That Charles Edwin Major and Walter Symes, or one of them, in or about the year 1905, while both members of Parliament, conducted the sale to the Government of a property of Alfred Bayly at Toko, and received from the said Alfred Bayly a commission or sum of money, which the said Charles Edwin Major and Walter Symes divided."

2 At the hearing there appeared before your Committee Mr M. Myers as counsel for Mr Hine; and Mr Major appeared, but was not represented by counsel.

The evidence taken at length shows,—

(*a*.) That Mr Major was in the year 1903 a member of the House of Representatives, and ceased to be a member after the general election of 1908.

(*b*) That before and in the year 1903 he carried on the business of a land and commission agent.

(*c*.) That in March, 1903, he negotiated in the ordinary way as a land agent a sale to the Government of Mr F Bayly's property at Toko, and received commission from Mr Bayly at the usual rate paid on the sale of such properties.

(*d*.) These negotiations were conducted entirely by correspondence, which was put in evidence.

(*e*) That in these negotiations Mr Major acted as agent for the vendors, and not in any way as agent for the Government.

(*f* That the sale was conducted through the Land Purchase Board strictly in accordance with the provisions of the Land for Settlements Act, and not through any Minister of the Crown, and no influence or pressure at any time was brought or attempted to be brought by any one upon the members of that Board.

(*g*.) That no irregularity, favour, or interference took place either on the part of the late Right Hon. Mr Seddon (who was at that time Minister in Charge of the Land Purchase Department, as well as being Prime Minister) or on the part of any member of his Government.

(*h*.) As to the second charge, That Mr Major did not, in the year 1905, or at any time, conduct the sale to the Government of Mr Alfred Bayly's property at Toko, and did not receive from Mr Alfred Bayly a commission or sum of money which he divided with Mr Walter Symes or any one else.

Finding

3 Your Committee is therefore of opinion that, as regards the first charge, the evidence taken did not show any breach of any rule of law or of any established parliamentary practice; and, as regards the second charge, it has been disproved so far as Mr Major is concerned.

Report agreed to down to paragraph (*a*).

Paragraphs (*a*), (*b*), and (*c*) read and agreed to.

Resolved, on the motion of Mr Massey, That paragraph (*d*) he amended as follows: "(*d*.) There is no evidence to show that the negotiations were conducted other than by correspondence."

Paragraphs (*e*) to (*h*) read and agreed to.

Finding *Resolved*, on the motion of Mr Massey, That the finding be amended to read as follows: "3 Your Committee is therefore of opinion that, as regards the first charge, the evidence taken did not show any breach of any rule of law, but is a direct contravention of a resolution of the House agreed to on the 14th July, 1886. As regards the second charge, it has been disproved so far as Mr Major is concerned."

Report as amended adopted.

Resolved, on the motion of the Chairman, to proceed with allegation No. 2 The Chairman's draft report, with a statement of the evidence, and his finding as Chairman, reads as follows:

CHARGES AGAINST MR. SYMES.

First Charge.

1 The Select Committee to which was referred the charges brought by the honourable member for Stratford, Mr Hine, against Mr Walter Symes have to report as follows:

The first charge against Mr Symes is as follows:

"That Charles Edwin Major and Walter Symes, or one of them, in or about the year 1905, while both members of Parliament, conducted the sale to the Government of a property of Alfred Bayly at Toko, and received from the said Alfred Bayly a commission or sum of money, which the said Charles Edwin Major and Walter Symes divided."

2. At the hearing Mr M. Myers appeared as counsel for Mr Hine, and Mr C. P Skerrett, K.C , with Mr Sharp, appeared for Mr Symes.

The evidence taken at length shows,—

(*a*.) That Mr Symes was in the year 1905 member for Patea in the House of Representatives, and ceased to be a member in the year 1908.

(*b*.) That before and in the year 1905 he carried on the business of a land and commission agent.

(*c*.) That in the year 1903 Mr. Alfred Bayly offered to the Land Purchase Board, through Mr. Arndt, a land agent at Stratford (since deceased), to sell his property at Toko to the Government.

(*d*.) That Mr Symes, at the request of a number of settlers, forwarded a petition to the late Right Hon Mr. Seddon, then Minister in Charge of the Land Purchase Department, with a letter (set out in the evidence) urging the acquisition of the property by the Government for closer settlement.

(*e*.) That Mr Symes, also at the request of the members of the Land Purchase Board, accompanied them on the visit of inspection to the property, but did not discuss with these members the value of the property

(*f*) That Mr Symes did not attempt to influence any member of the Land Purchase Board to purchase the land in question, nor did he discuss the price at which it should be acquired either with the late Right Hon Mr Seddon or with any other Minister; nor did Mr Symes interfere in the transaction otherwise than by forwarding the petition to the Minister

(*g*) That the sale was conducted through the Land Purchase Board strictly in accordance with the provisions of the Land for Settlements Act, and not through any Minister of the Crown, and no influence or pressure of any kind was brought or attempted to be brought by any one upon the members of that Board.

(*h*.) That after the purchase of the property by the Government, Mr Alfred Bayly voluntarily gave as a gift to Mr Symes a promissory note for the sum of £300, which was duly paid at maturity

(*i*.) That this payment was made ostensibly as a contribution towards Mr Symes's expenses at the election then next ensuing It must, in fact, have been paid by Mr Bayly in the erroneous belief that Mr Symes had in some way advanced the interests of Mr Bayly in respect of the purchase by the Land Purchase Board of his property.

Finding

3. The Committee, although satisfied that Mr Symes did not influence the sale in question, is of opinion that it was improper in the circumstances for him, being a member of Parliament, to accept the gift of £300 from Mr Bayly

Report agreed to down to paragraph (*d*).

Paragraph (*e*). Agreed to delete the word "also" in first line of paragraph.

Paragraph as amended agreed to.

Paragraph (*f*). Mr Allen moved to amend paragraph (*f*) by deleting all the words after the word "Minister" in the fifth line.

On the question being put, That the words be struck out, the Committee divided, and the names were taken down as follow:—

Ayes, 4.—Mr Allen, Mr Buchanan, Mr Fraser, Mr. Massey

Noes, 6.—Mr Graham, Mr Hanan, Hon. Mr Millar, Mr Myers, Mr. Reed, and the Right Hon. Sir J G. Ward.

So it was passed in the negative, and the words retained.

Paragraph (*g*). The Right Hon. Sir J G. Ward moved to amend paragraph (*g*) by striking out the words "and not through any Minister of the Crown."

The Right Hon. Sir J G. Ward withdrew his amendment, and, the question being put on the retention of the paragraph, the Committee divided, and the names were taken down as follow:—

Ayes, 7.—Mr Fraser, Mr Graham, Mr Hanan, Hon. Mr. Millar, Mr Myers, Mr. Reed, and the Right Hon. Sir J G. Ward.

Noes, 3.—Mr Allen, Mr Buchanan, and Mr Massey

So it was resolved in the affirmative, and the paragraph was retained.

Paragraph (*h*) read and agreed to.

Paragraph (*i*). *Resolved*, on the motion of Mr Graham, That paragraph (*i*) be amended by striking out the word "erroneous" in the fourth line.

Paragraph (*i*) as amended agreed to.

Finding read and agreed to.

Report as amended agreed to.

Resolved, on the motion of the Chairman, to proceed with allegation No. 3

The Chairman's draft report, with a statement of the evidence, and his finding as Chairman, reads as follows:—

Second Charge.

4. The second charge against Mr Symes is as follows:

> "That the said Walter Symes, in or about the year 1906, and again in 1908, while a member of Parliament, charged and received from a number of West Coast lessees of Native lands commissions or sums of money for preparing and conducting petitions in Parliament on their behalf"

5. The same counsel appeared for the respective parties as on the first charge.

6. The evidence, so far as it is material, shows,—

(*a*.) In 1905 Mr Symes was member for Patea in the House of Representatives, and ceased to be a member in 1908.

(*b*.) In the session of 1905 he presented a petition to Parliament from the main body of the lessees of West Coast Native lands, praying for a refund from the Government of certain arbitration fees.

(*c*.) These fees had been paid by the lessees in question under an abortive arbitration.

(*d*.) The failure of this arbitration was due to certain regulations made by the Government having been declared invalid by the Court of Appeal.

(*e*.) On the 14th September, 1905, the Parliamentary Petitions Committee reported adversely upon the above-mentioned petition, and thereupon, upon the motion of Mr Symes, the report was referred back to the Committee for further consideration.

(*f*) Upon reconsideration by the Committee, further evidence was adduced, and on the 12th October, 1905, the Committee reported the petition to Parliament for favourable consideration, and Parliament adopted this report.

(*g*) The Government thereupon placed upon the estimates a sum of £2,000 to provide for a refund of the arbitration fees which had been paid by the petitioners.

(*h*.) That the recommendation of the Committee and the appropriation by Parliament in this matter were just and proper, as has not been disputed.

(*i*.) On the 3rd October, 1906, Mr Symes presented a petition to Parliament on behalf of Mr George Hutchison, one of the lessees in question, praying for a refund of the arbitration fees paid by him, amounting to £134 15s., and also a sum of £125 for costs which he alleged he had incurred in litigating the question of the validity of the regulations in the Court of Appeal.

(*j*.) On the 22nd October, 1906, the Public Petitions Committee reported this petition to the Government for favourable consideration, and that report was adopted by Parliament.

(*k*.) On the 10th October, 1906, Mr Symes presented a petition by Mr F V Lysaght and three other lessees praying for a refund of the arbitration fees paid by them, and upon this petition also a favourable report was adopted by Parliament.

(*l*.) The reports and refunds made in connection with the last two mentioned petitions were just and proper, as has not been disputed.

(*m*.) There was no arrangement, express or otherwise, between Mr Symes and all, or any, of the petitioners that he should receive any sum of money or other reward from the petitioners for presenting these petitions, or for promoting them before the Public Petitions Committee.

(*n*.) After the recommendation of the Committee in favour of the petitioners had been adopted by Parliament, and after the Government had decided to make the refunds recommended, Mr Symes received from such of the petitioners as were not constituents of his a commission of 5 per cent. upon the amount of their respective refunds (such commissions amounting in all to a sum of about £100). Mr Symes stated that these commissions were received by him as a commission agent for the work of putting the claims of the petitioners in form and for obtaining and supplying the necessary proofs of payment of the arbitration fees, the refund of which was claimed by them.

(*o*) In connection with the petition of Mr Hutchison, Mr Symes was not requested to act in collecting the amount recommended by the Petitions Committee until the 3rd day of May, 1907, long subsequent to the recommendation of the Committee in favour of this petition.

(*p.*) Mr Symes formally applied by letter, on Mr Hutchison's behalf, for payment of the above sum of £134 15s., and also for payment of the above sum of £125, both having been recommended by the Public Petitions Committee.

(*q*) The Government refunded to Mr Hutchison the sum of £134 15s., representing the arbitration fees in question, but declined to refund the other sum of £125 claimed for costs.

(*r*) Mr Symes received from Mr Hutchison for collecting the above-mentioned sum of £134 15s. a 5-per-cent. commission, amounting to £6 15s.

Finding.

7 Although Mr Symes may have considered that he was entitled to charge a commission for his services in connection with the collection of moneys voted by Parliament, nevertheless the Committee is of opinion that the services in respect of which he received such commission were so closely connected with the duties of a member of Parliament as to render the acceptance of any payment or reward therefor improper

Report agreed to down to paragraph (*g*).

Paragraph (*h*). On the question being put from the Chair That the words "as has not been disputed" be struck out, the Committee divided, and the names were taken down as follow:

Ayes, 4.—Mr Allen, Mr Buchanan, Mr Fraser, Mr. Massey

Noes, 6.—Mr Graham, Mr Hanan, Hon Mr Millar, Mr Myers, Mr Reed, and the Right Hon. Sir J. G. Ward.

So it passed in the negative, and the words were retained.

Mr Buchanan moved to amend the paragraph by striking out the words "as has" in the last line.

On the question being put by the Chairman, it was lost on the voices, and the words were retained.

Paragraph (*h*) agreed to.

Paragraphs (*i*) to (*p*) read and agreed to.

Paragraph (*q*). *Resolved*, on the motion of the Right Hon. Sir J G Ward, That paragraph (*q*) be amended by inserting the word "direct" after the word "refunded," and inserting the words "agent Mr Haddow' after the words "Mr Hutchi son" in the first line.

Paragraph as amended agreed to.

Paragraph (*r*). *Resolved*, on the motion of the Right Hon Sir J G. Ward, That paragraph (*r*) be amended by inserting the words 'agent Mr Haddow' after the words "Mr Hutchison," in the first line.

Paragraph as amended agreed to.

Finding Moved by Mr Buchanan, to strike out all the words down to and including the word "nevertheless" in the fourth line.

Mr Buchanan withdrew his amendment.

Paragraph agreed to.

Report as amended agreed to.

Resolved, on the motion of the Chairman, to proceed with allegation No. 4.

The Chairman's draft report, with a statement of the evidence, and his finding as Chairman, reads as follows:—

Third Charge

8. The third charge against Mr Symes is as follows:—

> "That the said Walter Symes, in the year 1905, while a Parliamentary election was presently in prospect in which the said Walter Symes intended to become, and subsequently became, a candidate, and being then actually a member of Parliament, did threaten or cause to be threatened a certain newspaper that he would use his influence as a member of Parliament to prevent Government advertisements from being given to the said newspaper unless he received the support of, or was treated to his own satisfaction by, the said newspaper during the said election contest.'

9 At the hearing Mr M. Myers appeared as counsel for Mr Hine, and Mr. C. P Skerrett, K.C., with whom was Mr Sharp, appeared for Mr Symes.

10. The material portions of the evidence are as follows:—

(*a.*) The Stratford Publishing Company purchased two newspapers circulating in and around Stratford, known as the *Stratford Post* and the *Egmont Settler* These newspapers, upon their purchase, ceased to exist, and the publishing company commenced a new paper called the *Stratford Evening Post.*

(*b.*) Of the two extinct newspapers, the *Egmont Settler* alone was included in the departmental list for Government advertisements, and upon that paper ceasing to exist, its name was struck off the list.

(*c*) In the month of September, 1905, the directors of the *Stratford Evening Post* asked one of their number, Mr McCluggage, J.P , who was on friendly terms with, and a political supporter of, Mr. Symes, to privately use his influence with Mr Symes to induce the latter to procure that newspaper's name to be placed on the list. Mr McCluggage agreed, and thereupon wrote a letter to Mr Symes asking him to do this.

(*d.*) Mr Symes, on the 4th October, 1905, in reply, wrote a letter which is set out in the evidence, and Mr McCluggage on receipt of this letter forwarded it to the secretary of the company

(*e.*) Upon its receipt by the company, the secretary, Mr Whitlock, was instructed to proceed to Wellington to interview the Minister in Charge of the Advertising Department, and urge the claim of the newspaper to be placed on the departmental list. Mr Whitlock saw the Minister in Charge (Sir Joseph Ward), who, without any stipulation or condition, directed the newspaper to be placed on the departmental list for Government advertisements.

(*f* Sir Joseph Ward was not shown nor informed of the contents of Mr Symes's letter to Mr McCluggage of the 4th October, 1905.

Finding.

11 The Committee finds that the charge of a threat is not established. The letter of Mr Symes of the 4th October may possibly be susceptible of such construction, although it may not have been intended by the writer In construing the letter it must be remembered that it was a reply to a request made by Mr Symes that he would get a certain newspaper a share of Government advertiseing This advertising was authorized by the Government on application from Mr Whitlock, and without any representation to the Government from Mr. Symes.

While finding that the charge has not been established, your Committee is of opinion that the letter in question was unfortunate in its terms. It is further regrettable that the usual obligations attaching to a confidential communication were not observed by those into whose hands Mr Symes's letter passed

Paragraphs (*a*) and (*b*) read and agreed to.

Paragraph (*c*). *Resolved*, on the motion of Mr. Fraser, That paragraph (*c*) be amended by inserting the words ' the name of the said " after the word " that " in the third line, and striking out the words " name to ' in the third and fourth lines, and inserting the word ' should ' in lieu thereof

Paragraph as amended agreed to.

Paragraph (*d*) read and agreed to.

Paragraph (*e*). *Resolved*, on the motion of the Right Hon. Sir J G Ward, That paragraph (*e*) be amended by striking out the words " Upon its " in the first line, and inserting the words " Subsequent to the ' in lieu thereof After the word " Company," in the first line, to insert the words " of the letter referred to in paragraph (*d*)."

Resolved, on the motion of the Chairman, to insert the word " said " before the word " newspaper " in the fourth and seventh lines.

Paragraph as amended agreed to.

Paragraph (*f*) read and agreed to.

Resolved, on the motion of the Chairman, That, the hour of 1 p.m. having arrived, the Committee do now adjourn until 10.30 a.m. on Friday, the 25th November next.

The Committee adjourned accordingly

FRIDAY, 25TH NOVEMBER, 1910.

The Committee met at 10.30 a.m., pursuant to notice.

Present Mr. Hanan (Chairman), Mr. Allen, Mr. Buchanan, Mr. Fraser, Mr. Graham, Mr. Massey, Hon. Mr. Millar, Mr. Myers, Mr. Reed, Right Hon. Sir J G. Ward.

Minutes of the previous meeting read and confirmed.

Mr. Reed gave notice of motion to move at a later period, " That the Committee finds that it has been conclusively shown that no charges of any kind have been established in this inquiry against the Seddon or Ward Administrations."

Allegation No. 4. Finding considered.

Moved by Mr. Massey, to strike out all the words down to the word " writer."

Mr. Allen asked the Chairman for his ruling " Whether we are tied to the individual words of the charge, or whether it is not our duty to decide upon the general impression of the charge."

The Chairman ruled that they had to consider and find on each charge as it was specifically set out, and that there could be no amendment to alter the specific charge made and substitute a new charge.

On the motion being put, the Committee divided, and the names were taken down as follow :—

Ayes, 4.—Mr. Allen, Mr. Buchanan, Mr. Fraser, Mr. Massey.

Noes, 6.—Mr. Graham, Mr. Hanan, Hon. Mr. Millar, Mr. Myers, Mr. Reed, and the Right Hon. Sir J. G. Ward.

So it passed in the negative. Words retained.

Resolved, on the motion of the Hon. Mr. Millar, to strike out the word " a " in the first line, and insert the word " the " in lieu thereof, and to insert after the word " threat " the words " as alleged."

Mr. Buchanan asked the Chairman's ruling on the last paragraph.

The Chairman ruled that the words in the last paragraph, " it is further regrettable that the usual obligations attaching to a confidential communication were not observed by those into whose hands Mr. Symes's letter passed," be struck out as part of that finding.

Resolved, on the motion of the Right Hon. Sir J G. Ward, that all the words from the word " while " down to the word " terms " be struck out.

On the question being put, That the finding as amended be agreed to, the Committee divided, and the names were taken down as follow :—

Ayes, 6.—Mr. Graham, Mr. Hanan, the Hon. Mr. Millar, Mr. Myers, Mr. Reed, the Right Hon. Sir J G. Ward.

Noes, 4.—Mr. Allen, Mr. Buchanan, Mr. Fraser, Mr. Massey

So it was resolved in the affirmative, and the finding as amended agreed to.

Report as amended agreed to.

Resolved, on the motion of the Chairman, to proceed with allegation No. 6.

The Chairman's draft report, with a statement of the evidence, and his finding as Chairman, reads as follows :—

CHARGES AGAINST MR. KAIHAU.

First Charge.

The Select Committee to which was referred the charges brought by the honourable member for Stratford, Mr. Hine, against Mr. Henare Kaihau, the honourable member for the Western Maori District, have to report as follows :—

1. The first charge against Mr. Kaihau is as follows :—

> " That Henare Kaihau, in or about the year 1906, while a member of Parliament, conducted the sale to the Government of a portion of the Te Akau Block, and received from the vendors a commission or other sum of money "

2. At the hearing Mr. M. Myers appeared as counsel for Mr. Hine, and Mr. Skerrett, K.C., with whom Mr. Blomfield and afterwards Mr. Sharp were associated, for Mr. Kaihau.

3. The evidence, which was taken at length, shows :—

(*a.*) That Mr. Kaihau was in the year 1903 the member for the Western Maori District in the House of Representatives, and still is the member for such district.

(*b.*) That before and in the years 1906 and 1907, Mr. Kaihau carried on a business as a Native land agent and as conductor of cases before the Native Land Courts.

(*c.*) That in November, 1906, Mr. Kaihau entered into certain contracts with a section of the owners of the Te Akau Block, belonging to the Ngatitahinga Tribe, by which Mr. Kaihau agreed that he should act as a Native agent for the owners in preparing for trial and conducting their case at the sitting of the Native Appellate Court, and should at his own cost and expense procure such legal assistance as he should consider necessary, and should pay all fees and disbursements necessary in connection with the investigation before the Appellate Court; also that he should negotiate with the Crown for the sale of 13,000 acres of the said block at a price of not less than £2 per acre.

The Ngatitahinga Tribe, on the other hand, by the same instruments agreed that Mr. Kaihau as such agent should receive as remuneration for his services 10 per cent. of the purchase-money paid by the Crown.

It was further provided by clause 5 of the said agreement that, should Mr. Kaihau not succeed in securing to the Ngatitahinga Tribe the 13,000 acres of the land then in question before the Appellate Court, or in selling the same to the Crown, the agreement should lapse, without releasing the Native owners from any reasonable claim Mr. Kaihau might bring against them for work already done, or thereafter to be done, and for all disbursements made by him in connection with the said lands.

(*d.*) Mr. Kaihau appeared on behalf of the before-mentioned tribe before the Native Appellate Court which sat at Ngaruawahia in February, March, and April of 1907, and the Native Appellate Court by their judgment adjusted the boundaries of the Te Akau Block so as to increase the holding therein of the Ngatitahinga Tribe and of the Ngatipare Tribe (the latter of which was represented at the Court by Mr. H. D. Bell and Messrs. Hone Heke and Pepene Eketone) by about 13,000 acres.

(*e.*) Mr. Kaihau paid the costs of counsel who appeared with him before the Native Appellate Court, and other costs and expenses in connection with the proceedings, amounting to about £800.

(*f.*) The Native Land Purchase Department received from Pepene Eketone an intimation of the arrangement made between Mr. Kaihau and the members of the Ngatitahinga Tribe, and the Native Land Purchase Agents of the Crown were instructed not to negotiate for the purchase of any shares in the said 13,000 acres through Mr. Kaihau and not to recognize Mr. Kaihau in the transaction.

(*g.*) In the month of June, 1907, after the order of the Court had been perfected and the survey of the block completed, the Government purchased the interests of the Ngatipare and the Ngatitahinga Tribes in the 13,000 acres, at the price of £2 per acre, and the said purchase was arranged by the Native Land Purchase Officers with the Native owners personally, without any interference by Mr. Kaihau, and the purchase-moneys were paid by the Crown to each individual Native owner direct, and not through Mr. Kaihau.

(*h.*) No influence was exerted by Mr. Kaihau either on the Government or on the Native Land Purchase Department to induce the Government to purchase the said 13,000 acres, or as to the price or other terms of purchase.

(*i.*) After the purchase-money had been paid by the Crown to the Native vendors, Mr. Kaihau received from the members of the Ngatitahinga Tribe the sum of about £2,000, being the sum which Para Haimona, the leading man of the Ngatitahinga Tribe, with th consent of the tribe, fixed, pursuant to clause 3 of the agreement, as a reasonable remuneration for Mr. Kaihau's services. This sum included the sum of £800, or thereabouts, disbursed by Mr. Kaihau in connection with the litigation.

(*j.*) That the negotiations for the purchase from the Ngatipare and Ngatitahinga Tribes of the said 13,000 acres were properly and regularly conducted by the Native Land Purchase Officers.

Finding.

4. The Committee finds that Mr. Kaihau did not in or about the year 1906, while a member of Parliament, conduct the sale to the Government of any portion of the Te Akau Block, but, on the contrary, the Committee finds that the said sale was negotiated and conducted by the officers of the Native Land Purchase Department directly with the Native owners. The Committee further finds that nothing done by Mr. Kaihau in the course of the transaction amounted to a breach of any rule of law or of any established parliamentary practice.

Paragraphs (*a*) to (*d*) read and agreed to.

Paragraph (*e*). *Resolved*, on the motion of Mr. Allen, to insert after the word "Court" the words "amounting to £500," and after the word "and" to insert the words "this with," and after the word "proceedings" to strike out the words "amounting to about £800," and to insert the words "it was stated probably amounted to between £700 and £800" in lieu thereof.

Paragraph as amended agreed to.

Paragraph (*f*) read and agreed to.

Paragraph (*g*). Moved by Mr. Allen, to strike out the words "without any interference by Mr. Kaihau."

On the question being put, the Committee divided, the names were taken down as follow :—

Ayes, 4.—Mr. Allen, Mr. Buchanan, Mr. Fraser, Mr. Massey.

Noes, 6.—Mr. Graham, Mr. Hanan, Hon. Mr. Millar, Mr. Myers, Mr. Reed, Right Hon. Sir J G. Ward.

So it passed on the negative.

Paragraph as amended agreed to.

Paragraph (*h.*) On the question being put for the retention of the paragraph, the Committee divided, the names being taken down as follow :—

Ayes, 6.—Mr. Graham, Mr. Hanan, Hon. Mr. Millar, Mr. Myers, Mr. Reed, Right Hon. Sir J G. Ward.

Noes, 4.—Mr. Allen, Mr. Buchanan, Mr. Fraser, Mr. Massey

So it was resolved in the affirmative, and the paragraph agreed to.

Paragraph (i). *Resolved*, on the motion of Mr. Buchanan, to strike out all the words after the words "this sum included" to the end of the paragraph, and insert the words "the payment referred to in paragraph (*e*)" in lieu thereof.

Paragraph as amended agreed to.

Paragraph (*j*) read and agreed to.

Finding. Mr. Buchanan asked whether this finding was relevant to the charge.

The Chairman ruled that it was.

Mr. Allen moved to strike out the word "not" in the first line.

On the question being put, the Committee divided, and the names were taken as follow :—

Ayes, 4.—Mr. Allen, Mr. Buchanan, Mr. Fraser, Mr. Massey

Noes, 6.—Mr. Graham, Mr. Hanan, Hon. Mr. Millar, Mr. Myers, Mr. Reed, Right Hon. Sir J G. Ward.

So it passed in the negative.

Moved by Mr. Allen, That after the word "Block" the words be inserted, "but he did agree with the Natives to conduct such sale."

On the question being put, the Committee divided, and the names were taken down as follow :—

Ayes, 4.—Mr. Allen, Mr. Buchanan, Mr. Fraser, Mr. Massey

Noes, 6.—Mr. Graham, Mr. Hanan, Hon. Mr. Millar, Mr. Myers, Mr. Reed, Right Hon. Sir J G. Ward.

So it passed in the negative.

Moved by Mr. Allen, to insert, after the word " owners," the words " a majority of."

Mr. Massey asked the Chairman to rule whether the amendment was in order.

The Chairman ruled that the words " a majority of " (referring to the Committee) could not be inserted as proposed.

Moved by Mr. Massey, to strike out the words " or of any established parliamentary practice."

On the question being put, the Committee divided, and the names were taken down as follow :—

Ayes, 4.—Mr. Allen, Mr. Buchanan, Mr. Fraser, Mr. Massey

Noes, 6.—Mr. Graham, Mr. Hanan, Hon. Mr. Millar, Mr. Myers, Mr. Reed, Right Hon. Sir J G. Ward.

So it passed in the negative.

Moved by Mr. Allen, to insert, after the word " practice," the words " but is a direct contravention of a resolution of the House agreed to on the 14th July, 1886."

The Chairman ruled that the amendment could not now be moved.

Moved by Mr. Buchanan, to add a new paragraph as follows :—

" The Committee further finds that Mr. Kaihau did receive from the vendors a sum of £2,000, which included commission for the sale of the Te Akau Block."

On the question being put, the Committee divided, and the names were taken down as follow :—

Ayes, 4.—Mr. Allen, Mr. Buchanan, Mr. Fraser, Mr. Massey

Noes, 6.—Mr. Graham, Mr. Hanan, Hon. Mr. Millar, Mr. Myers, Mr. Reed, Right Hon. Sir J G. Ward.

So it passed in the negative.

Resolved, on the motion of the Chairman, to proceed with allegation No. 8.

The Chairman's draft report, with a statement of the evidence, and his finding as Chairman, reads as follows :—

Second Charge.

5 The second charge against Henare Kaihau is as follows:—

> ' That Henare Kaihau, in the years 1900, 1902, 1904, 1905, and 1907, while a member of Parliament, charged and received from the persons named in the annexed particulars, on whose behalf he prepared or presented, or undertook to present, petitions to Parliament, payments or sums of money for his services relating thereto or in connection therewith."

Particulars.—

(*a.*) A payment by Horomona Watarauihi, in the year 1905, in respect of a petition which was to have been, but which was not in fact, presented to Parliament.

(*b.*) A payment by a member or members of the Ngatireko Tribe, in 1905, in connection with a petition to Parliament.

(*c*) A payment by Kaahu Huatare, in the year 1900, in connection with a petition presented to Parliament.

(*d*) A payment by or on behalf of Mohi te Wara, in the year 1904, in connection with a petition to Parliament.

(*e*. A payment by Rewatu te Hirako, in the year 1907, for alleged services in connection with a petition presented to Parliament.

(*f* A payment by Hakiaha Tawhiao, in or about the year 1902, for alleged services in connection with a petition presented to Parliament.

6. The same counsel appeared as in the first charge.

7 The evidence taken at length shows,—

(1) That Mr Kaihau received the following payments either in respect of services rendered as Native agent prior to the preparation of the petitions or for promoting the petitions before the Native Affairs Committee, namely,—

(*a.*) In the month of March, 1905, the sum of £15 from Te Awa Horomona in respect of the petition in reference to Waipana No. 66, presented to Parliament in the year 1904.

(*b*) In the year 1900, the sum of £10 from Kaahau Huatare in connection with the petition presented to Parliament in the year 1900.

(*c*) The sums of £15 and £5 respectively in respect of a petition to Parliament presented in the year 1904 on behalf of Mohi te Wara.

(*d.*) The sum of £25 received from Rewatu te Hiriako in respect of a petition presented to Parliament in the session of 1907

(2) That the charge (*b* mentioned in the particulars was not established, and charge (*f*) in such particulars was withdrawn.

Finding

8. The Committee is of opinion that the receipt by Mr Kaihau of the aforesaid payments in connection with his duties as a member of Parliament was improper

Report read and agreed to.

Mr. Allen put in the following minority dissent or report, and asked that it be placed on record and form part of the report:—

"Re *Te Akau.*

"25th November, 1910.

"We dissent from the finding, because, in our opinion, it should have been stated in the finding (*a*) that Mr Kaihau did agree with the Natives to conduct the sale to the Government of the Te Akau Block, (*b*) that Mr Kaihau did receive from the vendors the sum of £2,000, which included commission for the sale of the Te Akau Block; (*c*) that Mr Kaihau's action was in direct contravention of a resolution of the House agreed to on the 14th July, 1886.

"W F. Massey
"J Allen.
"W Fraser.
"W C. Buchanan."

On a point of order being raised objecting to same being recorded, the Chairman ruled that a minority dissent or report might be put in.

Right Hon. Sir J G. Ward and Hon. Mr Millar wished to record their protest against the Chairman's ruling

Mr Myers gave notice of motion to move at a later period, "Referring to the third charge against Mr Symes, the Committee desires to express its opinion that it is a matter of regret that a confidential communication written by Mr Walter Symes to Mr McCluggage, which by universal custom is always treated as private, should have been ignored and made public by those into whose hands the letter passed."

Resolved, on the motion of the Hon. Mr Millar, That, the hour of 1 p.m. having arrived, the Committee do now adjourn, and that the Chairman ask leave from the House to sit again at 4 p.m. this afternoon.

The Committee adjourned accordingly

The Committee resumed at 4 p.m.

The Chairman stated that he had consulted the Speaker and authorities on the point, and he now reversed his ruling *re* the dissenting minority report put in by Mr Allen *re* Te Akau, and ordered the same to be struck out of the report.

Resolved, on the motion of the Chairman, to proceed with allegation No. 7

The Chairman's draft report, with a statement of the evidence, and his finding as Chairman, reads as follows:—

FLAXBOURNE CHARGE.

The Select Committee to which was referred the charges against the Government by the honourable member for Stratford, Mr Hine, in connection with the purchase by the Government of the Flaxbourne Estate for closer settlement, has to report as follows:—

1 The charge is against the Government of which the late Right Honourable Mr Seddon was Prime Minister, and is as follows:—

> "That in or about the year 1904 the Government, having taken steps to acquire compulsorily the property known as the Flaxbourne Estate, and appointed a member of the Legislature—to wit, Thomas Kennedy Macdonald, a member of the Legislative Council—as their assessor, and knowing or believing that by reason of his being a member of the Legislature the said Thomas Kennedy Macdonald could not be paid any remuneration for so acting as assessor, sent the then partner of the said Thomas Kennedy Macdonald, one Alexander Lorimer Wilson, to make a casual inspection of the said property and paid him an exceptional and wholly extravagant fee therefor, with the intent or object of indirectly remunerating the said Thomas Kennedy Macdonald or his partner or firm for the services of the said Thomas Kennedy Macdonald as such assessor as aforesaid."

2 At the hearing Mr M. Myers appeared as counsel for Mr Hine, and Mr C. P Skerrett, K.C. (with him Mr Sharp) watched the proceedings on behalf of the Hon. Mr. T K. Macdonald.

3. The evidence taken at length shows,—

(*a.*) That in the year 1903 (the late Right Hon. Mr Seddon being then Minister in Charge of the Land Purchase Department) the Seddon Government took steps to acquire compulsorily the Flaxbourne Estate, situated in Marlborough, containing 56,000 acres, and proceedings in the Compensation Court were taken to determine the claim of the owners to the sum of £410,000 as compensation for the taking of the estate, and the right of the owners to reserve out of the estate a certain area. The Hon T K. Macdonald, M.L.C., was appointed assessor for the Crown

(*b.*) In December, 1903, Mr A. L. Wilson (who was a land and estate agent and land-valuer, carrying on business in Wellington in copartnership with the Hon. T K. Macdonald) was instructed to proceed to Flaxbourne to inspect the estate, and to make a confidential report on the character and value of the Flaxbourne Estate, and to confer and advise with Messrs. Findlay, Dalziell, and Co., the solicitors for the Crown, thereon, and as to the witnesses which it was desirable to call, and generally to assist such solicitors by his advice.

(*c.*) That it was agreed that Mr Wilson should receive the sum of £165 for his services.

(*d.*) Mr. Wilson accordingly made such inspection and report, and rendered the aforesaid services, and was paid the sum of £165 for his work.

(*e*) That the said T K. Macdonald at divers times applied for payment for his services as assessor in the Flaxbourne arbitration case, claiming remuneration of about £500 or £600, on the basis of the fee paid to Clifford's assessor.

(*f.*) That payment of the claim of the Hon. T K. Macdonald was personally declined by Sir Joseph Ward, on the ground that there was no written record of any arrangement in regard thereto made with the late Mr. Seddon; and this refusal to pay the claim was, on the 23rd May, 1908, confirmed by Cabinet.

Finding

4. The Committee is of opinion that Mr. A. L. Wilson duly rendered and performed the aforesaid services, and was regularly and properly paid therefor in accordance with the authority for payment approved by the late Mr. Seddon, and that such payment was not made with the intent or object of indirectly remunerating the Hon Mr. Macdonald, either alone, or as partner of the late firm of Macdonald, Wilson, and Co., or of remunerating Mr. A. L. Wilson for the services of the said T K. Macdonald as such assessor as aforesaid.

Paragraph 1 Moved by Mr Massey, to strike out the word "of' after the word 'Government," and after the word "which" strike out the words "the late Right Honourable Mr Seddon was Prime Minister,' and insert the words "was in office in 1904" in lieu thereof.

On the motion being put, the Committee divided, and the names were taken down as follow:—

Ayes, 4.—Mr. Allen, Mr Buchanan, Mr Fraser, Mr Massey

Noes, 5.—Mr Graham, Mr Hanan, Hon. Mr Millar, Mr. Myers, Mr. Reed.

So it passed in the negative.

Paragraph agreed to.

Paragraph 2 read and agreed to.

Paragraph 3 (*a.*) Moved by Mr Allen, to strike out the words "(the late Right Hon. Mr Seddon being then Minister in Charge of the Land Purchase Department.)"

On the question being put, the Committee divided, and the names were taken down as follow:—

Ayes, 4.—Mr Allen, Mr Buchanan, Mr Fraser, Mr Massey

Noes, 5.—Mr Graham, Mr Hanan, Hon. Mr Millar, Mr Myers, Mr Reed.

So it passed in the negative.

Mr Allen moved to strike out the word "Seddon" before the word "Government."

On the question being put, the Committee divided, and the names were taken down as follow:—

Ayes, 4.—Mr. Allen, Mr. Buchanan, Mr Fraser, Mr Massey.

Noes, 5.—Mr. Graham, Mr Hanan, Hon. Mr Millar, Mr. Myers, Mr Reed.

So it passed in the negative.

Moved by Mr Massey, to insert after the word "area" the words "with a proportionate reduction in the amount of the claim."

Mr Massey withdrew his motion.

Resolved, on the motion of the Hon. Mr Millar, to strike out the words "and the right of the owners to reserve out of the estate a certain area."

Moved by Mr Allen, to add to the paragraph the words "without remuneration."

On the question being put, the Committee divided, and the names were taken down as follow:—

Ayes, 4.—Mr Allen, Mr Buchanan, Mr Fraser, Mr Massey

Noes, 5.—Mr Graham, Mr Hanan, Hon. Mr Millar, Mr Myers, Mr Reed.

So it passed in the negative.

Paragraph (*a*) agreed to.

Paragraph (*b*). *Resolved*, on the motion of Mr. Allen, to insert after the word "estate" the words "and to make a complete investigation and valuation."

Paragraph (*b*) agreed to as amended.

Paragraph (*c*) read and agreed to.

Paragraph (*d*). Moved by Mr Allen, to strike out the words "and rendered the aforesaid services."

On the question being put, the Committee divided, and the names were taken down as follow:—

Ayes, 4.—Mr Allen, Mr Buchanan, Mr Fraser, Mr Massey

Noes, 5.—Mr Graham, Mr Hanan, Hon. Mr Millar, Mr Myers, Mr Reed.

So it passed in the negative.

Moved by Mr Allen, to add the following words at the end of the paragraph "The evidence as to the time spent by Mr. Wilson on the estate is contradictory—Mr Griffin states that Mr Wilson spent two and a half days on the estate; Mr Wilson asserts that he was at Flaxbourne from Sunday midday to the following Saturday morning Accepting Mr Wilson's statement, the Committee is of opinion that the time given by Mr. Wilson was not sufficient to make a 'complete investigation and valuation.'"

On the question being put, the Committee divided, and the names were taken down as follow:—

Ayes, 4.—Mr Allen, Mr Buchanan, Mr Fraser, Mr Massey

Noes, 5.—Mr Graham, Mr Hanan, Hon. Mr. Millar, Mr Myers, Mr Reed.

So it passed in the negative.

Mr Massey moved to insert a new subparagraph (*d*, 1), "Mr Wilson was not called as a witness by the Court, and his report was not submitted to the Committee."

On the question being put, the Committee divided, and the names were taken down as follow:

Ayes, 4.—Mr Allen, Mr Fraser, Mr Buchanan, Mr Massey.

Noes, 5.—Mr. Graham, Mr. Hanan, Hon. Mr Millar, Mr. Myers, Mr Reed.

So it passed in the negative.

On the question being put on the retention of paragraph (*d*), the Committee divided, and the names were taken down as follow:

Ayes, 5.—Mr. Graham, Mr Hanan, Hon. Mr Millar, Mr Myers, Mr Reed.

Noes, 4.—Mr Allen, Mr Buchanan, Mr Fraser, Mr Massey

So it was resolved in the affirmative.

Paragraph (*d*) agreed to.

Paragraph (*e*). *Resolved*, on the motion of Mr Graham, to strike out the word "about," and insert the word "between" in lieu thereof, and to strike out the word "or," and insert the word "and" in lieu thereof

Paragraph (*e*) agreed to as amended.

Paragraph (*f*) read and agreed to.

Finding Moved by Mr. Allen, to insert after the word "that," in the first line, the words "the Hon T K. Macdonald, being a member of the Legislative Council, was appointed assessor without remuneration"

And the question being put, the Committee divided, and the names were taken down as follow:—

Ayes, 4.—Mr Allen, Mr Buchanan, Mr Fraser, Mr. Massey.

Noes, 5.—Mr Graham, Mr Hanan, Hon. Mr Millar, Mr. Myers, Mr Reed.

So it passed in the negative.

Moved by Mr. Allen, to strike out, after the word "Wilson" in the first line, the words 'duly rendered and performed the aforesaid services," with a view of inserting the words "made an inspection of the property, but the time so occupied was too short for him to make a complete investigation and valuation," in lieu thereof

On the question being put, the Committee divided, and the names were taken down as follow:—

Ayes, 4.—Mr. Allen, Mr. Buchanan, Mr Fraser, Mr Massey

Noes, 5.—Mr Graham, Mr Hanan, Hon Mr Millar, Mr Myers, Mr. Reed.

So it passed in the negative.

Resolved, on the motion of Mr Massey to insert between the words "payment" and "improved" the words "certified to by Dr Findlay, counsel for the Crown, and"

Moved by Mr Allen, to strike out the word "indirectly" after the words "object of"

On the question being put, the Committee divided, and the names were taken down as follow:—

Ayes, 4.—Mr Allen, Mr Buchanan, Mr Fraser, Mr Massey

Noes, 5.—Mr Graham, Mr Hanan, Hon Mr Millar, Mr Myers, Mr Reed.

So it passed in the negative.

Moved by Mr Allen, to add the following words to the end of the finding: "that Mr Wilson, the then partner of the Hon. T K. Macdonald, was paid the sum of £165."

On the question being put, the Committee divided, and the names were taken down as follow:—

Ayes, 4.—Mr Allen, Mr Buchanan, Mr Fraser, Mr Massey

Noes, 5.—Mr Graham, Mr Hanan, Hon. Mr Millar, Mr Myers, Mr Reed.

So it passed in the negative.

On the question being put, That the finding as amended be agreed to, the Committee divided, and the names were taken down as follow:—

Ayes, 5.—Mr Graham, Mr Hanan, Hon Mr Millar, Mr Myers, Mr Reed.

Noes, 4.—Mr. Allen, Mr Buchanan, Mr Fraser, Mr. Massey

So it was resolved in the affirmative.

Finding as amended agreed to.

Report as amended agreed to.

Mr Myers then moved the motion of which he had given previous notice: "Referring to the third charge against Mr Symes, the Committee desires to express the opinion that it is a matter of regret that a confidential communication written by Mr Walter Symes to Mr McCluggage, which by universal custom is always treated as private, should have been ignored and made public by those into whose hands the letter passed."

Moved by Mr Massey, to strike out the word "confidential."

Mr Allen asked the Chairman's ruling if the motion was in order, and the Chairman ruled that the motion was in order

On the question being put, That the word "confidential" be struck out, the Committee divided, and the names were taken down as follow

Ayes, 5.—Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr Massey

Noes, 5.—Mr Hanan, Hon. Mr Millar, Mr Myers, Mr Reed, and the Right Hon. Sir J G. Ward.

The voting being equal, the Chairman gave his casting-vote with the "Noes."

So it passed in the negative.

And the original question being put, That Mr Myers's motion be adopted, the Committee divided, and the names were taken down as follow:—

Ayes, 5.—Mr. Hanan, Hon Mr Millar, Mr. Myers, Mr. Reed, Right Hon Sir J G. Ward.

Noes, 5.—Mr Allen, Mr Buchanan, Mr Fraser, Mr Graham, Mr. Massey

The voting being equal, the Chairman gave his casting-vote with the "Ayes."

So it was resolved in the affirmative.

Mr Reed then moved the motion of which he had given previous notice "That the Committee find that it has been conclusively shown that no charges of any kind have been established in this inquiry against the Seddon or Ward Administrations, or any member of these Administrations."

Mr Allen asked the Chairman's ruling if the motion was in order, and the Chairman ruled that the motion was in order

Mr Reed withdrew his motion at the request of the Right Hon. Sir J G Ward.

The Right Hon. Sir J G. Ward moved the motion of which he had given previous notice, and which was with the consent of the Committee altered to read as follows: "That the Committee is of opinion that legislation should be passed making it illegal for a member of Parliament to act on his own behalf or on behalf of any other person in negotiating the sale of an estate to the Crown."

Motion agreed to.

Resolved, on the motion of Mr Allen, That the Committee report to the House this day, and that the minutes of proceedings and evidence be laid upon the table at a later date, and, together with the report, be printed.

Resolved, on the motion of the Right Hon Sir J G. Ward, That a vote of thanks be recorded to the Chairman for the able manner in which he has conducted the proceedings of the Committee.

Resolved, That the Chairman be empowered to sign these minutes.

The Committee then adjourned.

MINUTES OF EVIDENCE

TUESDAY, 1ST NOVEMBER, 1910.

The Chairman: Are you ready to go on, Mr Myers?

Mr Myers Yes.

The Chairman Before proceeding I wish to intimate that the Committee has decided that it is not necessary to have an opening statement by counsel.

Mr Myers I am obliged for that. Might I suggest, sir, that it would be desirable that witnesses should be ordered to leave the room till they are required to give their evidence.

The Chairman Have you any objection to that, Mr Skerrett?

Mr Skerrett No, I have no objection.

The Chairman The first charge you will proceed with, Mr Myers, is No. 3, That the said Walter Symes, in or about the year 1906, and again in 1908, while a member of Parliament, charged and received from a number of west coast lessees of Native lands commissions or sums of money for preparing and conducting petitions in Parliament on their behalf

Mr Myers Yes. I will call Mr Otterson.

HENRY OTTERSON sworn and examined. (No. 1

1 *Mr Myers*] You are Clerk of Parliaments, Mr. Otterson?—No, Clerk of the House of Representatives.

2. And you have charge, have you not, of the records, including any petitions which are from time to time presented to the House?—Yes, I have.

3. Have you in your custody certain petitions which were presented by Mr Symes in 1905 and 1906 on behalf of a number of west coast lessees?—Yes, I have.

4. Will you produce them?—Yes. [Petitions handed in] I produce a petition signed by George Johnston and sixteen others, and the date it was presented was 15th August, 1905.

5. That was presented by Mr Symes, who was then a member of the House?—It was.

6. Do you know whether Mr Symes at that time occupied the position of Government Whip?—I could not say for certain. There have been so many changes in the Government Whips.

7. Have you any record of the report made by the Committee upon this petition?—Yes, I have the report in the Appendices to the Journals.

8. Would you mind indicating what the report was. The petition is a petition for a refund to those seventeen petitioners of sums of money paid by them as lessees of west coast lands in connection with certain awards which were abortive?—That is so.

9 What was the report?—The Committee reported twice. The first report was, "The petitioners pray for a refund of expenses in connection with the west coast land awards. I am directed to report that the Committee has no recommendation to make ': 14th September, 1905

10. Now, do you remember what was done then—do your records show?—The Journals of the House show that the petition was referred back to the Committee.

11 Do you know on whose motion that was done?—I have not looked that up *Hansard* shows that Mr Symes, member for Patea, moved as an amendment that the report be referred back to the Committee for further consideration.

12. And does *Hansard* show that he delivered a speech in support of his motion?—Yes, he delivered a speech of over four columns.

13 Would you give the reference to the volume and page of *Hansard?*—Volume 134, page 654.

14. What next happened in regard to the petition?—That amendment was carried, and the petition was referred back to the Committee for further consideration

15. With what result?—The second report was as follows: ' The petitioners pray for a refund of expenses in connection with the west coast land awards. I am directed to report that this petition should be referred to the Government for favourable consideration " (dated 12th October, 1905); and the House referred it for favourable consideration.

16. Can you say whether Mr Symes addressed the House on that occasion?—Yes, he spoke a few words.

17 Would you mind reading what he said?—" Mr Symes (Patea) desired to say that this petition was upon an old-standing grievance, and he expressed the hope that the Government would take it into their favourable consideration. It was a thoroughly deserving case, and of very long standing. He therefore hoped that the Government would act upon the recommendation of the Committee."

18. What is the volume of *Hansard,* and the page?—Volume 135, page 661

19 Now, were there any other petitions on the same subject?—There were two petitions on the same subject presented next year, 1906.

20. Were they also presented by Mr Symes?—Yes, both by Mr Symes.

21 And they were presented on behalf of whom?—The first one on behalf of Mr George Hutchison, on the 3rd October, 1906.

22 And have you the report on that?—Yes: " The petitioner prays for a refund of money paid to uplift award under the West Coast Settlement Reserves Act, 1881 I am directed to report

that in the opinion of the Committee this petition should be referred to the Government for favourable consideration" (22nd October, 1906), and the House on that referred the petition to the Government for favourable consideration.

23. Now, were there any other petitions in the same year?—Yes, one on the 10th October from Mr F V Lysaght and three others.

24. Was that also presented by Mr Symes?—Yes, by Mr Symes.

25. And what was the report on that petition?—"Petitioners pray for a refund of money paid to uplift award under the West Coast Settlement Reserves Act, 1881 I am directed to report that in the opinion of the Committee this petition should be referred to the Government for favourable consideration" (22nd October, 1906); and the petition was referred by the House to the Government for favourable consideration. [Three petitions put in, marked Exhibits A, B, C.]

26. That is all you know of the matter?—That is all I can find.

27 You have no knowledge of what was done in consequence of those reports?—No, nothing at all.

Mr Skerrett I have no questions.

28. *Right Hon. Sir J G Ward.*] Can you tell the Committee what Petitions Committees those different petitions were referred to?—The first one, dated 15th August, 1905, No. 292, was referred to the Public Petitions M to Z Committee, 1905, and the two others were referred to the A to L Committee, Session II, 1906.

29. I want to know if you can inform the Committee who were the members of the M to Z Committee, 1905, and also the members of the A to L Committee, 1906, upon both occasions on which the two petitions were referred?—The names of the members of the M to Z Committee in 1905 were Messrs. Allison, Buddo, Davey, Fowlds, W Fraser, Kidd, Rhodes, Rutherford, Smith, and the mover, the Hon. Mr Mills. Mr. Buddo was the Chairman.

30. And the A to L Committee, 1906?—The A to L Committee, Session II, 1906, was composed of Messrs. Symes, Hall, Lewis, Lethbridge, Lawry, R. McKenzie, Remington, Gray, Wood, and the mover, the Hon. Mr Millar Mr Lawry was Chairman.

31 That was the same Committee for both petitions of 1906?—Yes.

32. *Hon. Mr Millar.*] Are those petitioners who petitioned in 1906 a portion of the same who petitioned in 1905—were those who again petitioned in 1906 amongst the original petitioners in 1905?—They were not.

33. I thought I heard you read the name of Lysaght in the first petition, and also George Hutchison. Did they sign the original petition?—No.

34. Mr Myers made a great point in regard to the speeches made by Mr Symes. Is not that the usual course—for a member of the House in charge of a petition unfavourably reported upon to make a speech asking that it be referred back again to the Committee, it is the general practice?—Yes, it is very often done.

35. So that Mr Symes took no unusual course?—No, nothing unusual.

36. *Mr. Massey*] Mr Millar asked you whether it was not the general rule for a member in charge of a petition, when receiving an unfavourable report, to ask that it should be referred back. I think we ought to have a definite reply to that. It is not the general rule to make a speech?—It is frequently done, but it is not the general rule.

37 Is it possible to produce the minutes of the proceedings of the Committees on those occasions when the petitions were being considered?—I have not had them hunted up We had a great number of papers destroyed in 1907 by the fire, but I could have these minutes looked up if the Committee desires.

38. *The Chairman.*] You will undertake to produce them?—Yes, if they are in existence.

Mr Skerrett Permit me to make an explanation, Mr Chairman. It appears from the evidence given by Mr Otterson, and I think it is common ground between Mr Myers and myself, that, although the signatories to the two petitions in 1906 were not the signatories to the first petition in 1905, the grounds of the petition of 1906 were on all-fours with the earlier petition of 1905—the same claim, the same ground, and the same relief; but three or four lessees were omitted, either by accident or design, from the first petition.

Mr Myers: Perhaps I may add to that: There were a number of other lessees who did not petition at all, but who, after these petitioners had been paid, sent in their claims to the Government and received payment, but I should not say perhaps just now from what source.

Brian Cuthbert Lysaght sworn and examined. (No. 2)

1 *Mr Myers*] You are a sheep-farmer?—Yes.

2 And where do you live?—About nine miles from Hawera.

3. Are you, Mr Lysaght, one of the executors and trustees of the will of your late father?—Yes.

4. What was his name?—James Richard Lysaght.

5. How long has he been dead?—About seven years.

6. Was he the holder of one of the leases known as the west coast leases?—Yes.

7 And I think that he and a number of other lessees surrendered their leases in the expectation of getting new leases?—That is true.

8. And the question of the new rental went to arbitration?—Yes.

9. And that, in consequence of some Government regulations being *ultra vires*, the awards were abortive?—Yes.

10. Your father's expenses, I think, in connection with the award amounted to something like £347 5s. 4d.?—Yes, I think that is the sum.

11 Were there, to your knowledge, a large number of other persons in the same position as your father?—Yes.

12. Have you any idea as to the number, approximately?—No, I could not give you a near idea of the number

13. I am only asking for an approximate idea. Would there be nearer twenty or a hundred?—There would be something like sixty or seventy or a hundred.

14. Now, you and your cotrustee, your brother, were desirous, if possible, of obtaining a refund of this money?—Yes.

15. Do you remember signing this petition in 1905 [Petition, Exhibit A, produced]?—Yes.

16. The signature "Brian C. Lysaght, per ex'ors. Jas. R. Lysaght," is your signature?—Yes.

17 How did you come to sign that petition?—The petition was handed to me by Mr Davidson, of Hawera.

18. Was he also one of the west coast lessees who had a claim?—Yes.

19. Did you, prior to signing this petition, have any conversation with or communication from Mr Symes?—No.

20. Did you up to the time of signing the petition know him in connection with the matter at all?—I had had no communication from him in any way

21 Did you know he was going to present the petition?—That I cannot remember I think that, being the member for Waverley district—the petition had come from that district—I should have expected him to be in charge of the petition when it was presented to the House.

22 Did you, as a result of that petition to Parliament, receive a payment from the Government?—Yes.

23. Did you receive the sum of £347 5s. 4d.? Yes.

24. Can you say the date you received that?—No, I cannot give you the date.

25. But can you give any approximate idea as to how long it was after the petition was presented—whether in 1905 or 1906?—It would be a few months after the petition had been presented.

26. Now, did you see Mr Symes even after the petition was presented?—No.

27 Did you receive any communication from him?—Yes.

28. Is this the communication you received from him [Exhibit D produced]?—Yes, that is it.

29. The document reads, "Executors James R. Lysaght's Estate, Hawera, Dr. to Walter Symes, Stratford.—To commission at 5 per cent. for procuring £347 5s. 4d., amount of costs paid for lifting award under the west coast confirmed leases, £17 7s. 3d. The above commission includes stamps, telegrams, stationery, and time devoted in hunting up documents and evidence, preparing petition, and attending before the Petitions Committee and giving evidence at length on two occasions—£17 7s. 3d.—Stratford, 20th March, 1906.—Xd., W.S."

30. That is the exact document that you received?—Yes.

31 Did you pay the amount?—No, I did not.

32. Did you receive any further communications from Mr Symes?—Yes, I got a letter from him.

33. Will you look at this letter [Exhibit E, produced]?—Yes, that is one of the letters I got.

34. The letter states, "Executors James R. Lysaght's Estate, Hawera.—Stratford, 20th April, 1906.—DEAR SIRS,—I omitted to mention in my claim for commission and expenses incurred that the whole of the work, even the sending of your claim to the Government and getting it before Cabinet, was done by myself; and, although you have long since received the amount of your claim, £347 5s. 4d., my small but just claim of £17 7s. 3d. sent you a month ago has so far been ignored. Had you performed a like service for myself and made a similar claim, I would have sent you a cheque by return post with a letter of thanks. But apparently all men are not built on the same lines. I would not again undertake the work or render similar services, to say nothing of the out-of-pocket expenses, for double the amount of my claim. My business is insurance and general agency, and I cannot afford to work for nothing, and, as I have rendered the service and incurred expense in successfully getting refunded to you £347 5s. 4d., which you had long ago written off as irrecoverable, I expect my claim to be paid. So far, Messrs. P Wilson and T Frere are the only lessees who have paid my claim and thanked me for getting a refund of money they had long ago given up as past recovery I shall be glad of a cheque by return post.—Yours truly, WALTER SYMES" Did you pay the amount then?—No.

35. You seem to have got a letter dated 1st June. Have you been able to find that?—No.

36. The only other letter you have been able to find is this one, which I produce [Exhibit F]? Yes.

37 The letter reads, "B. Lysaght, Esq., Executor late J R. Lysaght's Estate, Hawera.—Stratford, 28th July, 1906.—SIR,—My claim against the above-mentioned estate for £17 7s. 3d., dated 20th March last, for getting refunded to the estate arbitration costs incurred in 1889 of £347 5s. 4d., also my letters to you of the 20th April and 1st June last, still remain unanswered; in fact, the whole matter has been treated by you in the most discourteous manner, and apparently you mean the estate of your late father to benefit at my expense, for you did nothing beyond signing the petition which was prepared at my expense. Your claim was forwarded by me to the proper quarter You forgot when sending your claim to me to forward to put sufficient postage on, and I had to pay the deficiency and penalty; but this probably is one of your ways of making money. Do not forget that your own claim is not yet paid, neither is that of your brother, Mr F Lysaght, and I hold the key of the position. I alone have all the information, and at the proper time shall know how to use it. You have treated me with discourtesy, but probably you cannot help it. All the other lessees to whom I sent a claim have paid cheerfully I am preparing a petition for those lessees who did not sign the last one for presentation this session, but I will take good care that your ungentlemanly conduct shall be rewarded by keeping your name off, also that of your brother.—Yours truly, WALTER SYMES" Now, apparently, Mr Lysaght, you also were one of the west coast lessees?—Yes.

38. Up to that time, 28th July, 1906, had you made a claim yourself?—No, I had not signed the petition on my own account.

39 Did you, after this, sign a petition yourself?—No.

40. I think your brother signed one—F V Lysaght?—Yes, I think so.

41 He was also a west coast lessee?—Yes.

42. Now, did you, after receiving that last letter from Mr Symes that I have just read, make any application for a refund of the moneys that had been paid on your account as lessee?—Yes, I made inquiries then, and I got a refund from the Government.

43 Of about how much?—£40-odd. I do not remember the exact amount.

44. For yourself?—Yes.

45. And did your brother also get a refund?—Yes, I think so.

46. But he petitioned and you did not?—Yes.

47 To your knowledge there were other lessees who were in the same position as yourself who did not petition, but made application and got paid?—Yes.

48. *Mr Skerrett.*] The lessees of those west coast leases had a very long-standing grievance—was that not so?—Do you mean to say they had been waiting for this refund for some time?

49 In the first place, they had surrendered their leases in the expectation of getting valid leases at a rental to be fixed by arbitration—is that not so?—Yes.

50. They paid the arbitration fees incurred not only by their own arbitrators, but also by the Natives?—Yes.

51 Although the regulations provided that the Natives should pay their own cost of the arbitration?—I could not say what the regulations are.

52. The arbitration proved to be abortive, and the expense was thrown away—is that not so?—Yes.

53. They had surrendered their own leases, and they had nothing to show in lieu of the surrendered leases—is that not so?—We did not surrender our leases until we got new ones, I think.

54. Do you know that W and A. Symes were lessees in the same position as yourself and others?—At the time, do you mean?

55. Did you know it then, and do you know it now?—I was not aware of the names of all the lessees in Waverley at that time.

56. I am not asking you that, I am asking you whether you were aware of the fact that W and A. Symes were in the same position as yourself and the other lessees?—No, not at the time.

57 Do you not know that Mr Symes conducted an expensive litigation in connection with the leases?—I do not know that he personally conducted it.

58. Do you not know that he spent a considerable sum of money in law-costs and in personal expenditure in testing the various questions which arose in consequence of the regulations being declared *ultra vires?*—No.

59. Do you know that he acquired a great deal of information in consequence of this litigation, which extended over many years?—No, I do not know that.

60. Now, who came to you with this petition?—Mr Davidson.

61 Who was Mr Davidson?—He was a west coast lessee residing in Hawera.

62 Do you know Mr George Johnston, one of the signatories to the first petition?—Yes.

63. Do you know that he took a very active interest in pressing on behalf of the lessees for a return of the arbitration fees paid by them?—Yes.

64. He was regarded indeed as a sort of manager for the claimants for the return of the arbitration fees, was he not?—Yes.

65. And I suppose that the claimants would regard themselves bound by anything reasonable which Mr Johnston did?—I think so, but we had given him no power to act.

66. But he was general manager of your claims, and if he made any reasonable arrangement you would have felt bound to carry it out?—Yes, I expect so.

67 You admit that from the date you signed this petition —which was in August, 1905, because it was presented on the 15th August, 1905—until after you had received payment of the amount of your claim as executor, there was no understanding, express or implied, that Mr Symes was to receive anything for his services in presenting and conducting the petition?—That is so.

68. You are quite clear about that: there was no understanding, express or implied, that Mr Symes was to receive anything for his services in presenting and conducting this petition?—I was not aware that there was any understanding.

69. You are not aware of it from any person directly or indirectly?—No.

70. And I think you received your money about February, 1906?—I do not know the date.

71 Mr Moore was coexecutor with you?—Yes.

72 Do you know if Mr Moore was in communication with Mr Johnston?—I do not remember his writing any letters. If he had written any I should have been aware of it at the time.

73 But you may have forgotten since?—Yes.

74. Can you say that he did or did not communicate with Mr Johnston with respect to this matter?—I could not say

75. Now, if a satisfactory report was given by Parliament upon these petitions, and the Government decided to give effect to it, it was necessary for the individual lessees to collect their money, was it not?—To collect the refund, do you mean?

76. Yes. After Parliament had favourably recommended their claim and the Government had determined to give effect to Parliament's recommendation, it was necessary for those lessees to collect their claims—is that not so?—The money was then forwarded to them.

77 Are you not aware that it became necessary for each of the petitioners to make a claim upon the Government, supported by vouchers showing their payments?—Are you asking me whether I signed a voucher?

78. No. Are you aware whether, after Parliament had recommended that your claims be paid and the Government had determined to pay, it was necessary for the petitioners in the ordinary course to fill in a voucher, and send it to the proper office, accompanied by such proofs as might be necessary of the payments made in connection with the arbitration?—I do not quite understand your question.

79. It is very simple. There was a general recommendation in favour of certain petitioners who said in their claims that they had paid arbitration fees?—Yes.

80. And the Government determined to adopt the recommendation?—Yes.

81 Each lessee would then have to prove that he made those payments, and to put his claim in proper form, would he not?—Yes, that is so.

82 Do you not know that most of those claimants had lost their vouchers and memoranda connected with the amounts which they had paid in respect of the arbitration fees?—No, I did not know that.

83. Can you say that even you had yours?—No. Do you mean my own?

84. No; I am speaking of the executors first?—That I cannot remember

85. Did you have your own?—No. I may say that I have not paid that myself It was paid for me by my father when I was a young fellow

86. You had not the vouchers even in your own claim?—No.

87 Do you know that Mr Johnston, on your behalf and on behalf of those people who were not constituents of Mr Symes, and who were entitled to claim the amount from the Government, arranged with Mr Symes to collect the amount for them at a charge of 5 per cent.?—No, I am not aware of that.

88. Had Mr Johnston made that arrangement, would you not have considered it a perfectly fair and reasonable arrangement?—I think, before he made any arrangement of that sort he should have consulted the other lessees.

89 But supposing he had consulted the other lessees, would you not have regarded it as a perfectly fair and reasonable arrangement?—No.

90. Why not?—Because I should not have considered he was entitled to do it.

91 Why not? You had a right to your money. Parliament had given you its recommendation, and the Government had decided to grant it long before there was any suggestion of any payment to Mr Symes, and because Mr Symes happened to be in possession of data he was asked to collect the money from the Government. Why should he not receive a reasonable remuneration for his services? I know some people object to pay, but that is not the point. Supposing you wanted the service done, was 5 per cent. an unreasonable amount to charge?—I do not consider that he was entitled to the commission.

92 That is not an answer to my question. Supposing an arrangement was made on behalf of some of the lessees—leave yourself out of the question—to pay him 5 per cent. for collecting the amount which was waiting in the Treasury for them upon the requisite proof, was that an unreasonable amount to charge?—Yes.

93. Why?—Because I do not consider he was entitled to it.

94. I am not asking you to decide that question at all. I am asking you as to the mere quantum of the charge?—I do not consider he was entitled to a commission of any kind.

95. Were you a constituent of Mr Symes?—No.

96. Why should he collect your moneys for you? Why should he not have said, 'You go to your lawyer or get your agent to collect it for you''? You would have had to pay it then, would you not?—I do not think it would have been necessary to pay It might not have been necessary to pay your lawyer

97 Would it not have been necessary for you, in order to get your money, to go to your lawyers and instruct them to obtain the amount?—No, I do not think so.

98. Will you swear that Mr Moore, your coexecutor, did not go to Mr Caplin and instruct him to take the necessary proceedings to obtain this money from the Treasury on your behalf and as solicitor for the estate?—I have no recollection of that.

99. Do you not know that Mr Caplin had not got sufficient information, and referred the matter to Mr Johnston?—Well, he may have done so.

100. And that Mr Johnston then asked Mr Symes to collect the amount?—I do not know that.

101 Now, if you had known that, you would not have been quite so hot about this matter, would you? If you had had the fullest information about this matter, you would not have been quite so angry as you appear to be about this matter?—I do not know that I exhibited any anger

102 I will come to that in a minute. You felt pained at the suggestion that you should pay 5 per cent. for the collection of the money?—I do not know that I was pained.

103. That is one fact that stands out clearly, that you did not mean to pay and did not pay?—I was acting as trustee for my father's estate, and in that capacity you have to be careful in the moneys you pay out.

104. But you do not know that Mr Moore applied to Mr Caplin to prepare the necessary papers?—I have no recollection of it.

105. And you do not know that Mr Moore had thereupon applied to Mr Johnston, and asked him to get the necessary material put through?—No, I do not.

106. Now, all those letters were given by you to Mr Hine during last election, were they not?—Yes.

107 How did you come to give them to him—out of pure affection for Mr Symes?—Affection, did you say?

108. Yes?—Not exactly

109 What caused you to give the letters to Mr Hine—how did it come about?—Well, I thought he was trying to obtain a commission from me which he was not entitled to, and I handed the letters over to Mr Hine.

110. But I thought you were not at all angry about the matter?—I do not know that I said I was not angry

111 But you were angry, and you handed the letters to Mr. Hine. Do you know that they were published in the Stratford papers—in the electorate?—Parts of the letters.

112 Well, the account and the letter of the 28th July All, with the exception of the letter of the 20th April, were published throughout the Stratford Electorate—is that not so?—Parts of the letters were.

113. So that this is no new matter?—To me, do you mean?

114. No, to the public. It was known and canvassed throughout the election campaign at the last general election, was it not?—Yes.

115. And known throughout the length and breadth of the electorate?—Yes.

116. And I trust it electrified them as it was going to electrify the country?—I could not say

117 *Right Hon. Sir J G Ward*] Will you state to the Committee, Mr Lysaght, what was the date of the surrender of the original leases, or the year?—No, sir, I cannot remember the date.

118. After you, as cotrustee, received the account dated 20th March, 1906, for £17 7s. 3d., being 5 per cent. on £347 5s. 4d., did you make any representations to the Government at the time that you had been requested to make a payment of any kind?—No.

119 When you received the letter of the 28th July from Mr Symes, in which he again pressed for payment, and indicated that he had taken the trouble to get it before Cabinet, did you make any representations to the Government of the nature of the second letter you had received?—No.

120. When you received the letter of the 20th April, 1906, from Mr Symes, did you make any representations to the Government that you had received such a letter?—No.

121 How did your father's trustees receive the £347 5s. 4d.—from whom did you receive it?—By Treasury cheque, I think.

122. Did you receive it direct from the Treasury?—I think so. I am not quite sure whether it was from the Public Trust Office. However, that would have been a Treasury cheque.

123. You received it from one of the Government Departments?—Yes.

124. Was that £347 5s. 4d. for your father's estate forwarded through Mr Symes to you?—No.

125. You received a refund of £47 in connection with an abortive award in connection with your own estate?—Yes.

126. Did you receive that direct from a Government Department?—Yes.

127 That was not sent to you through Mr Symes?—No.

128. Or through anybody else?—No.

129. Then it was sent direct to you by a Government Department?—Yes.

130. Now, you expressed a knowledge of the position of your brother's estate in connection with the abortive proceedings. You said your brother got a refund?—Yes, but I should not like to swear to that. I imagine that he got it.

131 Do you know whether your brother got that refund, as you did for your own expenses, and also, as one of the trustees, for your late father's expenses, direct from a Government Department?—I could not say

132 *Hon. Mr Millar*] How did you apply for your money yourself—did you employ an agent, or send a direct application to the Government for your own refund?—I have not a distinct recollection. I fancy I wrote to the Public Trust Office.

133 Did you employ any agent to act for you in any way in regard to your own application for a refund?—No.

134. Then you did it yourself direct?—Yes. I might say I have no recollection of employing anybody

135. The position is practically this, as I understand your evidence: You applied yourself and employed nobody, and got your cheque sent direct to you by the Government in regard to your claim?—Yes.

136. *Mr Massey.*] You considered there was no necessity to employ an agent?—No, I did not consider there was any necessity

137 Had you heard prior to receiving this account from Mr Symes that that gentleman intended to make a charge in connection with services in Parliament in the way of looking after these petitions and pressing the claims?—No, I had not.

138. Did you consider it was a proper thing for a member of Parliament to make a charge for services rendered in Parliament?—No.

139 You thought it was an improper thing?—Yes.

140. And you objected in consequence?—Yes.

141 *Mr Allen.*] With regard to the vouchers in your father's estate which were necessary to prepare the account, were they lost?—I cannot remember just now

142 Was there any difficulty, so far as you know, in preparing the account for your father's estate?—No, I do not remember any difficulty If there had been any difficulty I think I should have recollected. I was one of the trustees.

143 *Mr Reed.*] What documents were you called upon to sign to prove your claim when you got your refund from the Government?—I fancy the proof was already in the Government offices. The Public Trust Office would have all the sums that had been paid by the different lessees on account of the awards.

144. Then you were called upon to give no proof at all?—No, I do not recollect having to give any proof.

145. What was the nature of your application for the money?—I wrote to the Public Trust Office, or interviewed the agent. I cannot remember really how I made the application

146. Did you have any correspondence with any one in reference to your claim?—No, I cannot remember

147 How long ago was this?—Some three years ago, I think.

148. Would it be possible for your brother to have made your application when he made his own, and you to have forgotten that fact?—I do not think so, because our businesses are entirely separate.

149. What newspaper were those letters and account published in—the extracts that you spoke of?—Those letters of Mr Symes were published in the Stratford paper

150. Did you publish them?—No.

151 Who published them?—That I could not say

152 How long previous to the publication did they go out of your possession?—I do not remember how long before the election it was.

153. To whom did you give them?—They were forwarded to Mr Hine's committee.

154. That was actually during the campaign?—Yes, before the election

155 They were forwarded by you during the campaign to Mr Hine's committee?—I do not remember whether it was during the campaign or before the campaign

156. Well, some time before the election. It was to the committee, and therefore, presumably, during the campaign. The committee would only be formed during the campaign?—Well, that I could not say

157 At all events, they were forwarded to Mr Hine's committee before the election?—Yes.

158. For what purpose?—I think, as I said before, I took exception to them.

159 Mr Hine and Mr Symes were the candidates?—Yes.

160. They were not in your electorate?—No.

161 What electorate are you in?—I am in Mr Pearce's electorate.

162. *Mr Myers*:] You told Mr Skerrett that you did not think Mr Symes was entitled to anything?—Yes.

163. Will you say on what grounds you considered he was not entitled to anything?—Well, I thought that as he was a member of Parliament he was not entitled to a commission

WILLIAM WILSON sworn and examined. (No. 3)

1 *Mr Myers*] Where do you live?—At Whenuakura, near Patea.

2 And you are a farmer, are you not?—I was.

3. Do you know a gentleman named Temple Frere?—Yes.

4. Was he in partnership with a brother of yours?—Yes.

5. What is your brother's name?—Percival Wilson

6. Were your brother and Mr Frere at one time in partnership as farmers?—Yes.

7 And were they holders of one of the west coast leases?—Yes.

8. And were they in the same position as some of the other people who were claiming a refund?—I suppose so.

9 At all events, you know that they did claim a refund of expenses incurred in connection with one of those abortive awards?—Yes, they did.

10. Do you know what the amount of their claim was?—I could not say, exactly

11 About what?—Well, I should say it was £198 10s., as near as I can give it.

12. Were Messrs. Wilson and Frere petitioners—that is to say, did they actually sign one of the petitions?—I could not swear to that. They got a refund.

13 Do you know when it was they got the refund?—In 1906, I think.

14. But you do not remember the month?—Yes, in March, 1906, I paid the commission.

15. You are their attorney, are you not?—I was at that time.

16. To what constituency did those two gentlemen belong?—To the Patea Electorate, while in the Dominion.

17 That was not Mr Symes's electorate?—Yes, at that time it was. He was member for Patea.

18. And they were two of his constituents?—Yes.

19 But they were out of the Dominion at the time you recovered the money for them?—Yes.

20. But they seem to have been in the Dominion. Mr William Wilson, at any rate, was in the Dominion at the time the petition was signed?—That is my signature to the petition

21 Then you petitioned for both of them?—Yes.

22. They were not in the colony at the time?—No.

23. How did you come to sign that petition?—I held Frere's power of attorney

24. Who prepared the petition?—I could not say that. My brother was principally interested in getting the petition signed about his own locality—the first one.

25. Which brother?—Percival Wilson.

26. How can that be if he was out of the colony?—I am speaking of the first petition; Mr Hutchison presented it.

27 Then your brother was one of those who took steps to prepare the first petition?—He helped to get it prepared, and to get signatures.

28. And when the second petition was prepared you signed it for them?—Under a power of attorney, yes

29 Did you see Mr Symes in connection with the matter before signing?—I might have done—I could not say that I did. I do not know who took that petition round to get signatures.

30. Well, at all events the petition was put in, and there was a favourable report eventually?—Yes.

31. And you got your brother's and Frere's money?—Yes.
32. How did you receive that money?—From the Government, I suppose.
33. Was there any intermediary between you and the Government, or did you apply direct?—I applied direct, as far as I recollect.
34. Do you remember to whom you applied, or to what Department?—No.
35. Did Mr Symes or anybody else, as far as you can recollect, intervene?—Not that I am aware of
36. Did you make any payment to anybody in connection with this transaction?—I did.
37 To whom?—To Mr Walter Symes.
38. When?—On the 24th March, 1906.
39 He was still a member of the House at the time?—Yes.
40. How did you come to pay him that amount?—By cheque.
41 How did you come to pay it to him?—I got a letter from him demanding it.
42 Have you got that letter?—Oh, no!
43. What has become of it?—Oh! Lord knows.
44. But you got a letter from him demanding it?—I did.
45 Did you see him before paying it?—No; I sent the cheque.
46. *Mr Skerrett.*] You were interested in the petition, I understand, Mr Wilson, first on your own account, and secondly as attorney for this firm of Wilson and Frere?—Yes.
47 Wilson and Frere were both out of the colony at the time of this petition of 1905?—Yes.
48. But they, with the other lessees, had for many years been pressing upon Parliament the justice of their claim for a refund?—That is true.
49 And Mr Hutchison at one time presented a petition?—I believe so.
50. And do you know that counsel were engaged in support of that petition?—I did not know that.
51 Now, this petition was brought about for signature in the usual way?—Yes.
52 You cannot recollect who the person was who was promoting the second petition?—No, I could not say who got it up
53 At any rate you know that there was a favourable recommendation by Parliament to the Government?—Yes.
54. Now, after you paid your money, do you not recollect that you sent whatever information you had to a Mr George Johnston—information as to the amount you paid, and information as to the amount which Wilson and Frere paid in respect of those arbitration fees?—Yes, probably
55 The matter was an old-standing matter, was it not? I think the payments were made in 1889?—The refund?
56. No, the payments in respect of the award?—I could not give you the date of that.
57 Was it about 1889?—It might have been 1888 or 1889
58. It was years before this petition?—Yes.
59 You would understand that the Government would require proof of each claimant having paid the amount which he claimed to have refunded?—I suppose so.
60 Now, do you remember whether you had the receipts or anything in your possession in connection with the moneys you paid in respect to the arbitration?—Any documents I had connected with Frere's and Wilson's affairs when Mr Frere came out I handed over to him.
61 But I suppose you do not recollect whether you had the vouchers?—Yes; I suppose so.
62 You say it is quite probable you sent all the papers you had in connection with the matter to Mr Johnston?—If I showed them to him. I do not recollect.
63 I do not suppose you recollect signing the voucher which goes to the Government before you got the cheque?—No, I do not.
64. Was any claim made by Mr Symes on you personally with respect to the amount you have received for your own private matter?—No.
65. What was the amount of your own refund?—I do not quite remember—somewhere about £50
66. And you were personally a constituent of Mr Symes?—Yes.
67 I want to put this question to you: Mr Symes says that after Parliament had recommended the reimbursement of the moneys paid, and the Government had determined to pay them, he arranged with Mr Johnston that he should collect all those moneys from the Government as agent, and charge those who were not his constituents 5 per cent. for the collection?—I know nothing at all about that.
68. But you knew that Mr Johnston was pretty active in managing the thing on behalf of the lessees?—Probably I took no interest in it myself except to sign the petition. My brother got up the first petition in a great measure, and Mr Johnston got up the other petition.
69 I understand you people say that there was no arrangement or understanding, express or implied, between you or between Wilson and Frere and Mr Symes that he should get a commission in respect of the amount the reimbursement of which was applied for?—There was no arrangement as far as I know
70. All that happened was that you got an account in the ordinary way after you received a cheque from the Treasury?—I got a letter
71 And you paid the amount?—Yes.
72 That is the whole thing?—Yes, as far as that is concerned.
73. *Right Hon. Sir J G Ward.*] Mr Wilson, you say that you got a request from Mr Symes for the payment to him of an amount in connection with an amount that you as attorney for Frere and your brother Percival had received from the Government?—You mean, an account for commission?

74. Yes. Did you get the £198 10s. direct from a Government Department?—Oh! I could not tell you from memory

75. Did you get it from Mr Symes?—No, certainly not.

76. Did you get it from any other person outside the Government?—Not that I am aware of By whatever process I got it, it was paid into Messrs. Frere and Wilson's account—the full amount.

77 When you received the letter from Mr Symes upon which you made the payment on the 24th March, 1906, did you make any representations to the Government that you had been requested by Mr Symes to make that payment?—No.

78. Did you make any complaint to any Government officer either before or since?—No.

79 *Mr Massey*] Do you recollect the amount of the cheque you paid to Mr Symes?—£9 18s. 6d.

80 That was 5 per cent. on the amount you received?—Yes.

81 Do you know of any other cheques paid in the same way?—No.

82 I want to get the date of the abortive arbitration proceedings. Can you give us the year in which they took place?—I could not say from memory

83 *Mr Allen.*] Was your brother a constituent of Mr Symes at the time, in 1905 or 1906?—No, he was out of the colony

84. But did he live in his electorate?—He was out of the colony for many years, and he was not on the roll at that time. As long as he was resident in the colony he was a constituent in the Patea Electorate all the time.

85. And was Mr Frere in the Patea Electorate?—Up till the time he went away, yes.

86. When did he go away?—About 1904 or 1905

87 *Mr A M Myers*] When you sent your cheque for £9 18s. 6d. to Mr. Symes, did you consider that he had rendered you services that justified your doing so?—I looked at it from this point of view: I did not think it was correct for any member to charge a commission of that sort, but my brother and Mr Frere were out of the colony Mr Frere had sold his place, but did not give delivery for twelve months after he left, and there was no chance, as far as I could see, of their ever getting the money, but I did not think it was an unfair thing that I should make this payment. I thought it was an extraordinary charge, because they were out of the colony, but, as I thought they had no other chance of recovering the money, I paid him the commission.

THURSDAY, 3RD NOVEMBER, 1910.

The Clerk read the following telegram: "J A. Hanan, M.P , Parliament House, Wellington. —Your wire *re* Hine's charges only just reached me. I hope it is not necessary to call me now If so, require longer notice. I have no correspondence between Major and myself over sale of property I gave Major property, as commission agent, to sell, and did not care if it was to Mikado of Japan so long as I was paid. Paid Major £300. Amount I received for property £11,000-odd. That is all the evidence I could give the Committee. Transaction quite clean, and Government got good value. Very busy, and hope you won't need to call me. Reply Tututawa.—FRED. BAYLY.—Tututawa, [Wellington's Telegraph-office Stamp], November 3, 1910."

The Chairman Some member of the Committee—I think, Mr Allen—asked for the petition, and the minutes of the Committee of 1906.

Mr Allen There was a previous recommendation from the Committee in which they said they had no recommendation to make, and the petition was referred back to them.

The Clerk Mr Otterson gave me this minute-book, and said there was no other. The books were burnt in the fire.

Mr Allen We have it on record that the petition was referred back. I wanted to see who were present.

The Chairman And the voting, I presume?

Mr Allen Yes. Have you anything saying that these records were destroyed?

The Clerk Only a verbal intimation. A meeting was held on Friday, the 19th October, 1906.

Mr Allen Who presented the petition?

The Clerk It does not say here. Mr Symes was at the meeting in support of the petition.

Mr Allen The names of the Committee are here.

The Chairman The Committee set up by the House to consider all petitions from A to L consisted of Mr Symes, Mr Hall, Mr Charles Lewis, Mr Lethbridge, Mr Lawry Mr R. McKenzie, Mr Remington, Mr Gray, Mr Wood, and the mover, the Hon Mr Millar

Mr Allen Then you have the record of those who were present at the time.

The Chairman Yes.

JOSEPH GEORGE HADDOW sworn and examined. (No. 4.)

1 *Mr Myers*] You are a solicitor?—I am.

2 Residing in Auckland?—Yes.

3 You are practising there on your own account?—Yes.

4. At one time were you in partnership with Mr George Hutchison?—For a short time, in Auckland.

5 When was that?—In 1906, and the first three months of 1907—for about nine months altogether

6. And did he then leave New Zealand?—He left New Zealand in March, 1907.

7 And was away for about how long?—About eight months,

8. And during that time did you hold his power of attorney?—No, I had no power of attorney

9. Were you acting in any way as his agent?—Yes, I had general instructions to act.

10. Did you know that when Mr Hutchison left he had a claim against the Government for moneys paid on an abortive award?—Yes, he left me a written memo.

11. Did you do anything in consequence of the memo. he left you?—Yes.

12 What did you do?—Well, the action I took, I ought to say, in the first instance, to make it quite clear, did not refer to a petition to be presented, but it referred to a petition that had already been presented.

13. Was that the petition upon which eventually there had been a favourable recommendation?—The favourable recommendation had already been made six months before I came into it. The petition was presented and a favourable recommendation had been made.

14. What was Mr Hutchison's claim?—About £134 15s. It was an amount paid by him to uplift these leases. I have not been one of the lessees, and I might say I know absolutely nothing of the origin of the claim. He also claimed £125 for costs he had been put to in defending the action, which had been abortive.

15. The Supreme Court action?—Yes. I think those items had been included in his petition, which he presented to the House through Mr Symes.

16. Now, what did you do after Mr Hutchison went away?—My instructions were to get Mr. Symes to take the matter in hand. There had been some delay, apparently Mr Hutchison had written to the Government, and I wrote to the Government also in the name of the firm, but nothing was done. My instructions were to write to Mr Symes, and ask him to lend his assistance. I understood at the time that he knew the land, and was familiar with the conditions of the leases, and resided in the district, and I understood was doing land-jobbing and land-agency work there.

17 What did you do?—I wrote to him, asking him to help to collect this money

18 Have you got copies of your letters?—I have got a copy of that letter, yes. I may say that I had not time to be sure I had copies of all the letters. I only got my telegram to come here on Saturday afternoon, and had to leave on Sunday I got what I could and crowded them into my bag, but I did not have time to have special copies of any documents.

19 Have you the first letter?—Yes, a copy of it. [Letter handed in—Exhibit G.]

20. This is your letter, which reads, '102 Victoria Arcade, Auckland, 3rd May, 1907.—Walter Symes, Esq , M.H.R. Waverley.—DEAR SIR,—We enclose a copy of a petition presented to Parliament last session by Mr George Hutchison, and on the 29th of October referred by the Petitions Committee to the Government for favourable consideration Mr Hutchison, who left for England on business on the 28th of March, instructed us to take the necessary steps to obtain payment of the sums referred to, and left authority for Mr Haddow to receive the amount on his behalf We understand that you are conversant with the history of these awards, and were largely instrumental in obtaining payment of the amounts out of pocket by other leaseholders similarly placed. We shall be glad if we can enlist your valuable assistance in obtaining payment of the amounts expended by Mr. Hutchison. With regard to the sum of £125, that, we understand, was spent by Mr Hutchison in testing the validity of the awards, and by which, had the proceedings been successful, all the leaseholders would have profited. We enclose a copy of Mr Hutchison's letter of 13th November last to the Colonial Secretary, which throws light on this point. This matter, which we recognize may call for the expenditure of some time and trouble, and if both sums are obtained (and both were referred by the Committee for the favourable consideration of the Government) we are empowered to hand you a sum equal to 10 per cent. of the whole in appreciation of your kind assistance.—Yours truly, HUTCHISON AND HADDOW.—P S.: The claim for the return of the £125 is quite as good as that for the amount spent in uplifting the awards. It is dealt with in the petition of Mr G. Johnston and others (292), and in pars. 3 and 4 of Mr Hutchison's petition, and its repayment has been recognized as just and right by two different Ministries. We should take it as a special favour if you would expedite the matter as far as lies in your power.—H. and H. ' Did you receive a letter in reply?—Yes. [Letter, Exhibit H, handed in.]

21 The reply states, " Private.—Stratford, 7th May, 1907.—Messrs. Hutchison and Haddow, Barristers and Solicitors, 102 Victoria Arcade, Auckland.—DEAR SIRS,—I am duly in receipt of your private letter of the 3rd instant, with enclosures. In reply more particularly to the last paragraph of your letter, where you say this matter you recognize may call for the expenditure of some time and trouble, and if both sums are obtained you are empowered to hand me a sum equal to 10 per cent. of the whole in appreciation of my kind assistance, overlooking the fact that it entails a good deal of expenditure of money as well as time and trouble, an ordinary debt-collection would be 10 per cent. under the extraordinary circumstance, if you appreciate my kind assistance, it should at least be at 20 per cent., as the amounts in question have no doubt been written off Mr Hutchison's books years ago as uncollectible. I value my time for either or both sums at 20 per cent. If this meets with your approval, kindly advise me at your earliest convenience.—Yours truly, WALTER SYMES." Did you have any further correspondence?—Yes. That seemed to me to go beyond what I thought was necessary, and I objected to pay

22. Have you got the letters?—I do not think I have got that letter—I have a draft of it. I could not say this is word for word of the letter, but it is practically the same. [Letter handed in—Exhibit I.]

23. The letter you wrote in reply, or the draft, reads, " 9th May, 1907.—Private.—Walter Symes, Esq., M.H.R., Stratford.—DEAR SIR,—*Re* G. Hutchison's claim We regret we have no authority to act on your suggestion. However, we do not anticipate the matter will be one of such difficulty as you suppose It has been recommended by the Committee for the favourable

consideration of the Government, and, as to the first portion, claims on precisely the same footing have already been paid. We are willing, however, to take the responsibility of paying 5 per cent. on the larger amount, and 15 per cent. on the smaller (£125).—Yours truly, (Signed) HUTCHISON AND HADDOW ' What happened after that?—Well, after that I got a letter from Mr Symes, in which he said he thought the matter was practically shelved. [Letter handed in —Exhibit J.]

24. There is first a letter from Mr McNab to Mr Symes, " Office of the Minister of Lands, Wellington, 9th May, 1907.—Walter Symes, Esq , M.H.R., Stratford.—DEAR SIR,—*Re* claims under West Coast Settlement Reserves Act. I beg to acknowledge the receipt of your letter of date the 7th instant. I find now that the whole question comes under the department of the Public Trustee, and in the meantime Cabinet has referred your correspondence to the Public Trustee for report.—Yours faithfully, (Signed) ROBERT MCNAB.' And on that Mr Symes writes, " Private.—Copy, the original of which just received. I consider the matter is now shelved by the Cabinet. I am tired of the whole subject, having done a lot of work and had all the worry over this matter, and expended a good deal of money and time. I do not intend going any further without some guarantee of being recouped if successful. Nothing under the amount mentioned in my last.—WALTER SYMES, Stratford. 18 5/07 ' What happened then?—I think my letter of the 9th crossed that one. I have a letter in reply to mine of the 9th. [Letter handed in— Exhibit K.]

25 The reply reads, " Private.—Stratford, 15th May, 1907.—Messrs. Hutchison and Haddow, Barristers and Solicitors, Auckland.—DEAR SIRS,—*Re* Mr Hutchison's claims under West Coast Settlement Act. I am just in receipt of your letter of the 9th instant *in re* the above claims. In reply, I decline your offer absolutely, it being below your previous one. You say that you do not anticipate any difficulty Well, I do, and you will find my anticipations correct before it is over Who got the Committee's favourable recommendation? If you do not know, I will tell you. It was myself, not Mr Hutchison who had tried for years and failed. The whole working of the case has been done by myself unaided. The claims that have been paid were during the Seddon Government. This Administration can easily say as they have already done, that they are not bound by the acts of their predecessors. I know that I can get these claims settled or otherwise, but if all the petitioners are going to treat me the same as your firm propose, well, it will be otherwise. I am not using this as a threat, but in common fairness and justice to myself I will not lift a finger to help the above claims under £20 each. If you agree to this I will then go to work vigorously.—Yours truly, WALTER SYMES." Was there any more correspondence?— That seemed to me to put a different aspect on the matter Up to that time I had looked upon Mr Symes as a land jobber or agent. There were other claims to this same refund in the field. I did not know whether he referred to those or not, so I consulted with Mr Hutchison's former manager, and he seemed to think it referred to the other claims, but he was of opinion that without Mr. Symes's assistance we should not get the money

26. What happened then?—I still rather objected to it, and I wrote to Mr Symes.

27. Have you got the letter?—No, I do not think I have. I have a draft of the letter [Draft of letter handed in—Exhibit L.]

28. The draft of the letter reads, " Supreme Court Library, Auckland, 25th May, 1907.— Private.—Walter Symes, Esq., M.H.R., Stratford.—DEAR SIR,—*Re* west coast leases. Referring to my firm's correspondence with you in this matter, I may say that it is in my hands for settlement. The position is this: Mr Hutchison has earmarked this money for specific purposes. Anything over 5 per cent. of the first claim (£134-odd) I shall have to pay myself, whereas the case is quite different with the other fund. I can, however, meet you in the matter if you will agree to allocate your remuneration accordingly—*i.e.*, take £40 for getting the two sums, but of this amount allot 5 per cent. of £134 to the larger claim and the whole of the balance to the smaller I shall be glad to hear if this will meet your requirements. If so, please lose no time in pushing the matter.—Yours truly, J G. HADDOW. What happened then?—Mr Symes wrote and accepted that.

29. Have you got his letter?—Yes, I think so. [Letter, Exhibit M, handed in.]

30. The letter in reply reads, ' Stratford, 12th June, 1907.—Private.—J G Haddow, Esq , Barrister and Solicitor, Auckland.—DEAR SIR,—*Re* claims under west coast leases. I am duly in receipt of yours of the 25th ultimo *re* the above matter and my terms. Your explanation has decided me to accept terms as quoted in your letter I have put the matter in motion, but, of course, the money will have to be voted by Parliament, but you may rest assured I shall do all in my power to get that done this session.—Yours truly, WALTER SYMES ' Up to that point had you seen Mr Symes personally?—I have not, to my knowledge, seen Mr Symes yet. I presume he is in this room.

31 Is that all the correspondence?—That was all the correspondence that touches upon this question of commission The other correspondence were merely letters saying the matter is in order and payment looked for Up to this point I should like to say that I did not know but that the money was immediately available—not until I got that letter from Mr. Symes asking for a larger amount. I thought the whole thing was ready and did not have to be passed by Parliament. When I got that letter I presumed there was some other difficulty in the way, and as a matter of fact later on I had correspondence from Messrs. Skerrett and Wylie concerning another claimant they were acting for

32. Have you got the letter here?—Yes. My first communication, I think, was from the Department, which sent me a copy of Messrs. Skerrett and Wylie's letter to them. [Letter, Exhibit N, handed in.]

33. The letter from the Department reads, " Office of the Minister of Internal Affairs, Wellington, New Zealand, 10th February, 1908.—SIR,—I have the honour to acknowledge the receipt

of your letter of the 4th instant, asking for an explanation of the delay in making payment to you, as authorized agent, of the moneys payable in respect of Mr George Hutchison's claim for refund of amount paid by him to uplift an award as regards confirmed leases under the West Coast Settlement Reserves Act, 1881. In reply, I am directed by the Minister to enclose herewith for your information a copy of a letter dated 20th December, 1907, from Messrs. Skerrett and Wylie, barristers and solicitors, of Wellington, in respect to the claim of a Mr Durie to a portion of the sum claimed as a refund by Mr Hutchison.—I have the honour to be, sir, Your obedient servant, HUGH POLLEN.—J G. Haddow, Esq , Barrister and Solicitor, Acme Chambers, 5 Swanson Street, Auckland. ' The enclosed letter from Skerrett and Wylie reads, ' 71 Lambton Quay, Wellington, N.Z., 20th December, 1907 — Hugh Pollen, Esq , Under-Secretary to Department of Internal Affairs, Wellington.—SIR,—Mr C. A. Durie, of 34 Roy Street, Wellington, has instructed us to write to you with reference to refund by the Government of the moneys paid by various lessees on uplifting the award in connection with the Waitotara leaseholds made in or about the month of March, 1889. We understand that the amount paid for uplifting the award in connection with the lease in which Mr Durie is interested was the sum of £134 17s., which was paid by Mr George Hutchison, solicitor of Wanganui. Mr Hutchison and Mr Durie held one half-share each in the lease, and Mr Durie paid to Mr Hutchison the sum of £67 8s. 6d., being his half-share of the costs of the award. Mr Durie is therefore entitled to receive that sum, but a suggestion has been made by Mr Hutchison that the money all belongs to him. As Mr Durie's claim does not appear in the petition, you would, no doubt, unless instructed to the contrary, pay the full amount to Mr Hutchison, and obtain his receipt therefor On Mr Durie's behalf, therefore, we have to give you notice not to pay more than one-half the amount to Mr Hutchison, as the remaining half belongs to Mr Durie. If the matter is not shortly settled, we propose to take action in the matter against Mr Hutchison on Mr Durie's behalf We will be glad in the meantime if you would advise us that no payment will be made by the Government pending settlement of the dispute.—Yours truly, (Signed) SKERRETT AND WYLIE " You received those letters from the Department of Internal Affairs?—Yes. I should say in justice to Mr Symes that I considered or understood he was fully aware of this matter in regard to Durie. My instructions were, " The Duries had no estate or interest in the land when the reference and award were made, and they in no way contributed to the amount paid to uplift the award. Mr H. Muldrock, Whangarei, is conversant (more than I am) with the details, as they were intrusted by me to him at the time.—G.H. ' Those were my instructions before Mr Hutchison went away

34. Now, did you ultimately receive any moneys from the Government?—Yes, £134 15s., I think.

35. When did you receive that?—In August, 1908, I think. That money was passed for payment, I think, during the session of 1907 It was not paid, owing to this adverse claim, until the following August.

36. That amount was paid to you?—Yes, paid to me.

37 Now, in whose name was the claim made—in Mr Hutchison's or in yours?—In Mr Hutchison's name, and I got a voucher signed by him.

38. Was he then in New Zealand?—Yes.

39 And you paid Mr Symes how much?—Five per cent.—£6 15s.

40 How came you to pay that?—In accordance with my promise to pay him 5 per cent. in my letter

41 Did Mr Hutchison never recover the other amount of £125?—No, the other amount was not recovered. At this time, to be perfectly fair, Mr Hutchison seemed perfectly willing that the other amount should be collected and that the commission Mr Symes had asked for should be paid, because he asked me if I would go on with the matter, but I said I would not because I had already had enough of it.

42. Who asked you?—Mr Hutchison.

43 Did you ever have a letter from Mr Hutchison objecting to the payment of this amount? Yes, about seven months after the payment had been made.

44. When did you say the payment was made?—In August, 1908, I think.

45 Well, look at the letter of the 28th November, 1907, which you received from Mr Hutchison?—That was not objecting to the payment, but objecting to the necessity of the payment. I always objected to the necessity of the payment. It did not concern me. Having promised it on behalf of Mr Hutchison, I had to pay it.

46. Did you get a letter from Mr Hutchison dated 28th November, 1907?—That letter contains only one paragraph concerning this matter

47 First of all, I want to see whether there was not some further correspondence. Will you look at the letter of yours dated 1st August, 1907, to Mr Hutchison?—That would be sent Home, I suppose. I have not got a copy of that. I think I only wrote to him once when he was at Home concerning this matter, but I should recognize anything that was in it.

48. You say you would remember an extract from it?—I should think so I should remember whether what was quoted to me was correct or not.

49 Have you had any other letters from Mr Symes that you have not shown us with regard to any such questions as this, as to whether he should claim or whether Mr Hutchison was likely to get his money, or anything of that kind?—I believe I have. When Mr Hutchison came back to New Zealand he appeared to be anxious to approach the Government himself in the matter Well, I did not approve of that, and I think Mr Symes met him when he arrived in New Zealand, and I have a letter from Mr Symes about that. [Letter, Exhibit O, handed in]

50 The letter is as follows: " Wellington, 8th November 1907.—J G Haddow, Esq , Barrister and Solicitor, 5 Swanson Street, Auckland.—DEAR SIR,—West coast settlement reserves, G. Hutchison's claim I am just in receipt of yours of the 5th instant *re* the above matter I

met Mr Hutchison yesterday—he had just landed in New Zealand. I quite agree with you it will be quite useless Mr Hutchison taking any steps on his own account, in fact, in my opinion he will do well to keep out of it until the vote is passed by the House. I have never lost sight of the matter, neither do I intend doing so, and everything that can be done up to the present has been carefully attended to. I hope shortly to be in a position to advise you definitely.—Yours truly, WALTER SYMES " Would you show me the letter you wrote to Mr Symes on the 5th November?—I have a copy of it here. [Letter, Exhibit P, handed in.]

51 Your letter to Mr Symes reads, " Acme Chambers, 5 Swanson Street, 5th November, 1907.—Walter Symes, Esq , M.H.R., House of Representatives, Wellington.—DEAR SIR,—West coast settlement reserves; G. Hutchison's claim Referring to my letter of 9th September, and your reply, I learn that Mr Hutchison is now back in New Zealand and is at present in Wellington. As I mentioned to you before, I have Mr Hutchison's order to collect the money, most of which, if obtained, is earmarked to myself I do not know whether Mr H. is inclined to take any steps himself, but my own opinion is that it will be better left with you. What do you think? I am writing to him to-night, and I will mention the matter Please note that the money is payable to me in the first instance.—Yours truly, J G HADDOW ' What did you mean by that?—I had not full confidence in Mr Hutchison's methods of going about it. I thought he might cause delay, and he was too strenuous.

52. Any other reason?—No.

53. Well, look at the letter to Mr Hutchison on the 15th November, 1907?—I do not know that I have a copy of that.

54. I want to find out if there are any letters from Mr Symes to you, or from you to him, for that matter, with regard to political matters in connection with this matter?—No, there is no mention of any political matter as far as I can remember except, of course, there might have been mention of political matters so far as Mr Hutchison was concerned.

55 In the correspondence between you and Mr Symes?—I could not say for certain, but I certainly referred to politics in a letter to Mr Hutchison, that his interference would not help.

56. Have you any letter from Mr Symes of that nature?—Only the one I have put in.

57 *Mr Skerrett.*] I understand, Mr Haddow, that at the time of your first letter to Mr Symes, which is dated 3rd May, 1907, Mr Hutchison had received a favourable recommendation of Parliament in regard to his claim?—Yes. I have a communication from the Clerk of the House, dated 29th October, 1906, stating, " Referred to the Government for favourable consideration." [Exhibit Q handed in.]

58. Did that cover both claims?—Yes, it covered the whole petition, and the petition asked for both, if I remember correctly

59. Then Mr Hutchison had in his favour the recommendation of Parliament in respect of both those items of claim?—Yes.

60. You regarded it as a mere matter of collecting the amount?—I thought it only wanted some one to go and get it.

61. And your letter of the 3rd May, 1907, was a business communication to Mr Symes?—Yes.

62. It was you who suggested a commission?—It was Mr Hutchison who instructed me to pay the commission, and the offer of it went to Mr Symes through me.

63. And the suggestion of the commission came from Auckland, and not from Wellington?—Yes, through myself

64. I may take it that neither Mr Hutchison nor yourself thought you were doing anything wrong in paying a commission for Mr Symes's services for getting this money from the Treasury?—I do not know what was in Mr Hutchison's mind, but I had not any such idea in my mind.

65 Mr Durie appears to have claimed half as his property and half the amount?—Yes.

66. And took steps to intercept the amount?—Yes; steps had been taken before I came into it.

67 The Government only paid the £134 17s., and disregarded the recommendation of the Committee as to the other item of £125?—Precisely

68. So what Mr Hutchison was paid was only what the other lessees were paid who were in similar positions?—Yes. I should say perhaps, that when this first offer was made I was instructed that the other lessees had already been paid, and it seemed to me a mere matter of form.

69 The circumstance that Parliament would have to vote the amount on the estimates was purely formal?—I did not know that at the time it still had to be voted.

70. If they had to, that would be purely formal in regard to the £134 17s.?—Yes.

71 How did you pay Mr Symes—did he send you an account?—No.

72. You simply forwarded the 5 per cent.—the agreed amount?—I simply forwarded him a cheque, and did not wait for any account.

73. And it was received by Mr Symes without objection?—Yes.

74. *Right Hon. Sir J G Ward.*] I understood you to say that you held no power of attorney from Mr Hutchison?—Yes, I held none.

75. And the petition presented in 1906 is signed " G Hutchison "?—Yes.

76. Do you say you had power to receive money for him and give a legal discharge for it in the absence of a power of attorney?—No. What Mr Hutchison left with me was a blank receipt for the money, stamped and signed by Mr Hutchison. That was not used, because the Government asked for a voucher signed by Mr Hutchison in the ordinary way, which I sent to them.

77 Were you in a position to send a voucher signed in the ordinary way before Mr Hutchison returned to New Zealand?—No, I had a blank receipt which I could have forwarded. The receipt says, " Received from His Majesty's Government the sum of , being

Dated this day of , 1907.—(Signed) GEORGE HUTCHISON ' [Receipt handed in—Exhibit R.] It is not stamped, I notice.

78. Then you were not in a position, in the absence of Mr Hutchison—that is, somewhere about 5th November, 1907—to fill up the ordinary voucher and sign it for any amount that should be paid to Mr Hutchison?—Sign it as the claimant?

79 Yes?—No, not apart from that document.

80. You recognize that that document would not be sufficient for the Government?—I did not recognize it then, but I understand it now I did not know at that time that they insisted on a formal voucher

81 When you made the suggestion that Mr Symes should receive 10 per cent. of the whole amount, was that done under the written authority of Mr. Hutchison?—No, not under written authority—it was merely oral.

82 A verbal request to you?—Yes. I did not know Mr Symes had any connection with the matter until Mr Hutchison mentioned it.

83 When did the Durie question arise as to portion of this claim?—It was in my original instructions that this claim was extant—before Mr Hutchison went away It was dated 14th November, 1906, and stated that the Duries had no estate or interest in the land in which the reference and the awards were made, and they in no way contributed to the amount to uplift the award. Mr Muldrock, of Whangarei, was more conversant with the details, as they were intrusted to him at the time by Mr Hutchison.

84. Was there a difference of opinion between the Duries and Mr Hutchison as to what they were to receive?—My instructions were that they were not to be paid anything

85 Did they claim anything?—Yes, it was held up for seven or nine months after the vote was passed.

86. Was the claim made by the Duries responsible for the delay?—Yes. I had considerable correspondence with the Government touching Durie's matter I think that was the cause of the delay from December—when I got the letter which has been put in—till August.

87 Who received the £134 17s. which was finally paid?—I did.

88. Did you receive that direct from a Government Department?—Yes.

89 You did not receive any communication in connection with the payment from Mr Symes?—No.

90 In regard to the £125 of legal claims, which Mr Hutchison says in his petition were expenses incurred by him, that amount has not been received at all?—No.

91. In your evidence you stated that you voluntarily offered, in reply to a letter from Mr Symes, to pay a lump sum of £40 for getting the £134 and the £125—the two amounts?—Yes.

92. You paid Mr Symes £6 15s., being 5 per cent. on the £134 17s.?—Yes.

93. According to the lump sum offered to Mr Symes, that left him a prospective payment of £33 5s., providing he got the £125?—Yes.

94. Do you say his influence was responsible for the payment of the £134 17s.?—It depends on what you mean by "influence." I think his work had something to do with it. I do not know precisely what he did. I know from his letters that he was taking the necessary steps.

95. Do you think that his influence with the Government had anything to do with the payment of the £134 17s.?—No, I do not think so.

96. With a prospect of £33 5s. on the £125, if he had had sufficient influence with the Government to get the one amount he should have been able to get the other amount too?—If his influence had been of any account I presume he would have got the £40.

Mr Myers We do not suggest anything of that nature.

97 *Right Hon. Sir J G Ward.*] Why do you say you had no confidence in Mr Hutchison s methods, as being too strenuous?—His methods always struck me as being rather strong-handed, and it did not appear to me that that was necessary

98. In making that statement you do not suggest that it was political strenuousness?—I do not know that I was sorting them out—I was referring to his methods generally

99 *Hon. Mr Millar*] Do you consider, Mr. Haddow, that it is part of the duty of a member of Parliament to attend to the private business of his constituents?—No, I should not say it was.

100. Well, then, was it not the private business of Mr Hutchison, after Parliament had voted the money, to claim that money himself?—Yes.

101 And when you offered the commission to Mr Symes you understood the money had been voted by Parliament and he had only to collect it?—Yes.

102 You were offering 5 per cent. for collecting the money?—Yes.

103. That had nothing to do in connection with promoting the petition?—The petition had gone through. I thought Parliament had voted the money I thought I was dealing with a land agent who understood this transaction because he lived on the scene, and I believed he was familiar with these leases from childhood, and knew the position.

104. When you offered him that commission it was simply for his services for collecting the amount and forwarding it to you?—Yes, as an ordinary agent, just as I might have got a solicitor in Wellington to do the same thing

105. *Mr Massey*] Do you consider that where the payment of public money is involved such business is public business?—Well, I should say it was very difficult to distinguish. It is, of course, connected with the public, seeing that the money had to come out of the public purse; but, seeing that it was first put into the public purse by individuals who were asking for its return, it is hardly public money

106. Is it private or public, seeing that Parliament had a petition for the return of the money?—Well, if it has to go through by petition it has to be done in a public way.

107 And that is public business?—Yes.

108. I understood you to say you would have been willing to pay another £33 5s. if he had obtained the other £125?—No; I said Mr Hutchison apparently would have been. I refused to trouble further with the matter

109. You had nothing to do with the offer of the £40 if the two sums were recovered?—I agreed to that in my letter as Mr Hutchison's agent. I thought the other amount would not be paid, and I was only offering 5 per cent. on the amount collected.

110. How did you expect Mr Symes to earn the £40, or, rather, the £33 5s., for the additional payment of £125?—That was what I saw Mr Muldrock about when I received the letter that there would be a great deal of trouble, and he was of opinion that the trouble would be in connection with the adverse claimants. Mr Muldrock also said that Mr Symes knew all about the matter, and I myself was entirely in the dark.

111 Did you understand that if you had to pay the money at all you would have to pay it because of the political influence that Mr. Symes could bring to bear upon the Government?—No; political influence was not mentioned. I could not help but think later, when I got that letter, that there might be something of the sort. I did not know whether it was the adverse claims that were to be the trouble.

112 *Mr Allen.*] Can you give us the date of the favourable recommendation of the Committee?—I think, 26th October, 1906.

113. I understood you to say that you made application to the Government for payment of the amount?—I was in correspondence with the Government off and on all the time, but my correspondence mostly related to the adverse claims, as far as I remember

114. When did you make application to the Government for payment of the money?—Almost as soon as Mr Hutchison left—I think in April. He left me a draft letter to write them in April, 1907

115. Have you got a copy of the application?—Yes, I think so. It is a draft letter by Mr Hutchison, slightly amended by myself It states, ' "Auckland, April 6th, 1907.—The Hon. the Colonial Secretary, Wellington.—SIR,—We beg to inform you that Mr Hutchison left Auckland for London on Saturday last on business. Before leaving he desired us to ask that you would be good enough to communicate with us on the subject-matter of his petition which the Public Petitions Committee last session referred to the favourable consideration of the Government. We hope soon to hear the decision of the Cabinet, as referred to in your letter to Mr Hutchison of the 19th February We hold Mr Hutchison's authority to receive and give a full discharge for all moneys paid.—We have the honour to be, &c., HUTCHISON AND HADDOW "

116. Did you receive any reply to that?—Yes, there was a formal answer to that as follows [Exhibit T]: "Colonial Secretary's Office, Wellington, 9th April, 1907.—GENTLEMEN,—I have the honour to acknowledge the receipt of your letter of the 6th instant, asking that any communications upon the subject of Mr G. Hutchison's claim for a refund under the West Coast Settlement Reserves Act may be addressed to you, as you hold Mr Hutchison's authority to receive moneys.—I have the honour to be, gentlemen, Your most obedient servant, (Signed) HUGH POLLEN —Messrs. Hutchison and Haddow, Barristers and Solicitors, 102 Victoria Arcade, Auckland.'

117 Had you at that time had any communication with Mr Symes about collecting the money?—No.

118. How long after had you?—I think my letter to Mr. Symes was 3rd May, 1907

119. Did you make any further application after that letter from Mr Pollen?—Yes, I sent reminders constantly, on and off, through the whole time. After December this letter of Skerrett and Wylie's which was written to the Government was always the difficulty in the way

120. What made you give up making application to the Government, and obtain some other source for getting it?—I was just acting on my instructions.

121. When did you get those instructions?—Before Mr Hutchison went away He suggested I should write that letter to the Government, and if I did not get the money I was to get an agent to get it.

122. Did he instruct you to get it yourself?—Yes.

123. And then if you could not get it you were to get the services of an agent?—Yes, if I did not succeed I was to get Mr Symes to collect it.

124. *Mr Myers*] You said, Mr Haddow, to Mr Skerrett that you did not know what was in Mr Hutchison's mind as to the propriety of this payment?—I think Mr Skerrett said, at the time I wrote the letter of the 3rd May

125. Well, did you after that hold any view as to the propriety of the payment?—Yes.

126. What view did you hold?—I did not think it was an advisable payment to make, but, as a promise had been made, I felt bound to keep it. I think, if I had not taken up that position it would probably never have been heard of.

127. What?—The trouble.

128. *Right Hon. Sir J G Ward.*] After you had received the communication from Mr Symes suggesting a payment by your firm, did you at any time communicate with the Government, and inform them that Mr Symes was receiving a payment for services he was rendering?—No.

129 Or to any one in any of the Departments?—No, to nobody

130. *Mr Skerrett.*] Supposing you had a partner who was a member of Parliament, do you think there is any objection to that firm undertaking a claim against the New Zealand Government?—Well, that is a very difficult question.

131 I am putting it to you—I want your opinion upon it. Is there any objection to a firm in which one member of the firm is a member of Parliament undertaking business against the New Zealand Government? You know it has been done over and over again by people of very high repute?—Yes.

132. Do you think it is improper?—In view of the difficulty that may arise and that has arisen from this sort of thing, I think it would be wise not to do it.

—133. Of your own knowledge you know of many barristers who are members of Parliament and whose firms have undertaken business against the Government?—And it was that idea I had in my own mind when this offer was made.

G. V PEARCE sworn and examined. (No. 5.)

1. *Mr Myers*] You are a member of Parliament?—Yes.
2 Where do you live?—Patea.
3 You were one of the west coast lessees, Mr Pearce?—Yes.
4. It has been suggested during this inquiry that Mr Symes brought an action in connection with the leases, and it cost him an amount of money do you know anything about that action?—Yes. The confirmed leaseholders met, and arranged for a committee to act for them. I was one of that committee to handle the matter for them, and they agreed to make a levy of so-much per £100 according to the rateable value of the whole of the leases. The case that upset the original awards was the case of the Maoris *v* Turner That was the case on which the whole thing was decided. The whole of the costs were paid by levy according to the rateable value over the whole of the leaseholders—both the costs of this action and the cost in connection with putting the claims before the Committee of the House prior to that. The costs amounted in all to about £3,000, speaking from memory—not that particular case, but the whole of the expenses.
5. Not paid by Mr Symes personally?—He would pay proportionately He was a leaseholder
6. He was a petitioner, and before the House in 1905 or 1906, but are we to understand from what you say that he was in the same position as other petitioners, and that if they were entitled to consideration from the Government so was he?—He had sold out his lease. He was a leaseholder at the time, but sold subsequently
7 Mr Skerrett tells me they were petitioners?—I was not aware. The petitions were taken round, and any one who had a claim signed.
8. Do you know Mr George Johnston?—There are a lot of Johnstons about Waverley
9. Was George Johnston one of the confirmed leaseholders?—I believe there is a father and son both called George Johnston. I know them all.
10. Do you know whether either the father or son was appointed as a manager or agent for the various lessees in connection with these claims against the Government?—Not to my knowledge.
11 *Mr Skerrett.*] I understand that you are referring to the action by the Natives against the Public Trustee and Mr Turner, which went before the Court for examination?—Yes.
12. Mr G. Hutchison and Mr H D Bell acted for the lessees?—I know that Mr. Bell was employed.
13 The case was determined in 1891?—I do not remember the date, but probably that is correct.
14. The case is reported in Vol. x, New Zealand Law Reports. Do you remember that Mr Bell acted as counsel on the hearing of the petition before the House?—I know he was appointed as counsel for the lessees before this Committee. I think he was employed right through.
15. I am not referring to the petitions now before the Committee, but to petitions anterior to those?—I understood he was employed during the whole of the time.
16. You know nothing of the litigation which ensued between the Public Trustee on the one hand and Mr Symes and his brother on the other?—Nothing whatever—never heard of it.
17 Your information is confined to the main litigation, which unfortunately resulted in the awards being declared *ultra vires?*—I was a member of the lessees' committee the whole time, and if anything occurred I think I should have heard of it.
18. Will you kindly look at the petition of 1905, and you will see that the firm of W and H. Symes does appear among the signatories to the petition [produced]?—Yes.
19 *Right Hon. Sir J G Ward.*] What was the date, Mr Pearce, when the difficulties arose that caused the levy to be made in the action brought by the Maoris against Turner?—I do not remember the exact year We did get an Act passed a long time prior to that. Then the awards were upset.
20. Do you know of your own knowledge when the trouble arose between the lessees and the Maoris?—No.
Mr Skerrett The awards were made under the Act of 1889 We heard in evidence previously that the payments under the awards were made in the year 1889 The litigation was in 1891
21 *Right Hon. Sir J G Ward.* That £3,000-odd that the leaseholders who were endeavouring to obtain valid leases for was incurred in connection with the litigation of 1891?—Not the whole. The representations before the Committee were prior to the first legislation.
22. Was that amount, £3,000 in round figures, the accumulated expenses from 1889 right on?—Yes, I think so—from 1887 onwards.
23. *Hon. Mr Millar*] Who dealt with that fund?—This committee of the leaseholders. Mr Lysaght, sen., was chairman, and Mr Percival Wilson was secretary
24. *Right Hon. Sir J G Ward.*] Did that committee suggest at any time that any pressure should be brought upon the Government of the day?—Only by way of appearing before the Committee.
25. *The Chairman.*] By petition?—I am not aware that they did, prior to this petition.
Mr Myers I desire to put in some letters written by Mr Symes to Mr Gower, who was one of the witnesses I asked the Committee to summon, but he is away from his home and is unable to attend. Mr Gower was one of these leaseholders: 'S Gower, Esq , Whenuakura, Patea.—DEAR GOWER,—I am just sending this as a reminder, feeling assured that it has escaped your memory, that the cheque you promised me has not yet come to hand.—With kind regards, believe me, yours sincerely, WALTER SYMES.—Stratford, 26th June, 1908." Then it is admitted by Mr Skerrett that on the 3rd July Mr Gower sent Mr Symes a cheque for £5 That is about a week after the letter On the 8th August, 1906, Mr Symes writes, "Mr A. Gower, Whenuakura.—DEAR SIR,—I am just in receipt of yours of the 6th instant. May I ask, were A. and S. Gower paid their claim if so, they do not require any further information. The information

you ask for is rather lengthy, and does not come within my parliamentary duties, but is a matter of business, and can only be furnished upon payment of my fee of £20 for commission and charges. Upon receipt of your cheque for amount, particulars and information supplied.—Yours faithfully, WALTER SYMES.—P S. I am preparing a petition for signatures of those who were not included in last petition.—W.S." Then there is a cheque enclosed, and on the 13th November, 1908, during the election campaign, Mr Symes writes to Mr S Gower, "Stratford, 13th November, 1908.—S. Gower, Esq , Whenuakura.—DEAR SIR,—I was very much surprised to see a letter from yourself to Mr Hemingway, of the 2nd instant, published in the *Stratford Evening Post* yesterday, the 12th instant, in which you say I demanded from you £5 for commission for recovery of money paid on confiscated leases. This statement is contrary to fact, and so is your whole letter I never called at your homestead at Mangamingi in my life, but on the 2nd November, 1905—not three weeks, but four days, prior to last election—in company with Mr J Granville and Mr James Sexton, on our way to Omona, when passing your shed, where shearing was in full swing, you came to the door, and we got out of the buggy and went into the shed. You kindly showed me your oil-engine and general working of the shearing-machines, and in the course of conversation I asked you if your brother William had told you the result of the lessees' petition. You said 'No.' I then told you that I had been successful in establishing a case and claim, and that a sum of £2,000 had been placed upon the supplementary estimates in consequence. You said it was the first you had heard of it, and that you were pleased to hear of the good result, and asked me if there were any expenses incurred. I said 'No,' but that three or four of the lessees had suggested that we should make little surprise presents to a few of the members—and I mentioned their names—who had prominently helped to get the matter through. You at once acquiesced, and said you would be pleased to join. I said, It will not cost us more than a fiver each.' Nothing further was done in the matter, as I was too busy to attend to it, until I met you at the Patea races on the 20th April last, when I mentioned your brother William's death and asked you the cause, and you told me it was carelessness on his part—that he had caught cold after an attack of measles. You then said, 'Did my brother ever give you that cheque?' I said, 'What for?' You then said, 'For the presents you mentioned for helping to get the arbitration money refunded.' I told you that he had not done so, and that as a matter of fact I had never seen your brother nor had I mentioned the matter to him. You said, 'I will send you a cheque.' I heard nothing further from you, nor did I do anything, until some time in the early part of last June I met one of the lessees, who reminded me of our conversation *re* the surprise presents, and asked me if I had done anything in the matter I said no, beyond mentioning the fact to one or two, yourself included, and that you had mentioned the matter at the last Patea races by asking if William had ever given me a cheque. I told the lessee in question that I would get the matter going and fix it up before the close of the session, and wrote you accordingly, but never mentioned any amount, as no amount was mentioned at Patea. The matter was one entirely for your own consideration, and whatever the amount of your cheque was, I would supplement with a like amount, as would all the others, and so far the only blamable thing about it, so far as I am concerned, is that I have not had time to see the others; and since it is sought to make political capital out of the matter I decline to do anything further in the matter (beyond paying my quota of £5 at any time towards the suggested project). It was not even my own suggestion, but that of others who wished to show their appreciation of a spontaneous and kindly act, but which my political opponents want to misconstrue; and in order that no further misconstruction can be placed upon my action I now return you the amount of your cheque, £5, and shall, so soon as possible, see those who asked me to undertake the matter, when I shall give them my reason for declining to act further and for the steps I have taken. Believe me, yours very truly, WALTER SYMES" [Cheque for £5, drawn by Walter Symes and made payable to Mr Samuel Gower, produced, and put in as Exhibit X.]

The Chairman Does that close your evidence?

Mr Myers That closes my evidence on this particular case.

Right Hon. Sir J G Ward: I want to say that I have no objection whatever to the course followed by counsel in putting in the letters, but the absence of Mr Gower prevents me putting a question to him that I wanted to put in the ordinary course. I therefore want to put it to Mr Myers, as he has put in the letters. I want to ask him—because I may, if I find it necessary, call Mr. Gower—whether he can inform the Committee if Mr Gower in any way conveyed to the Government the contents, or the request for payment of £5, or the letters he received from Mr Symes?

Mr Myers No. So far as I understand, that is not so. I understand there was some correspondence in the newspaper just prior to the last election, but there was no communication to the Government. I have arranged with Mr Skerrett, and propose to go on with the other charges against Mr Symes now

Mr Skerrett My view of the matter is that Mr Myers is entitled to conduct his case as he finds most convenient to him; but I desire it to be distinctly understood that the evidence on the first charge against Mr Symes is now closed, leaving me at the close of the evidence to undertake the task of defence.

The Chairman Yes.

WILLIAM DAVID ANDERSON sworn and examined. (No. 6.)

1 *Mr Myers.*] You are a solicitor?—Yes.

2 Practising where?—Stratford.

3 Are you also a director of the Stratford Printing and Publishing Company?—Yes.

4. And is that company proprietor of the newspaper known as the *Stratford Evening Post?*—Yes.

5. Were you a director of that company in September, 1905?—Yes.

6. Were you an ordinary director or managing director?—At that time an ordinary director. The managing director then is now dead.

7 Who was he?—Mr. Curtis.

8. At that time who was the member for your district?—Mr. Symes.

9 Do you know whether he held any official position—such as Government Whip?—I could not say

Right Hon Sir J G Ward: I think it is only right to say that Mr Symes was never Government Whip at any time.

10. *Mr Myers*] He was member for the district at that time?—Yes.

11. How many newspapers were there in September, 1905, published in Stratford?—One only.

12 That was your paper?—Yes.

13 Had there previously been more than one?—Yes, there had been two.

14. What happened to the other?—The company bought both out.

15. When was that?—That, I think, was in 1904—about October or November

16. Prior to September, 1905, had your newspaper been on the list of newspapers to which Government advertisements were given?—No.

17 In September, 1905, did a letter from Mr Symes come before your directors?—Yes.

18. Have you the letter here?—Yes.

19 Do you mind showing it to me?—[Letter produced.]

20. Was that year 1905 the last year of the then existing Parliament?—I could not say—it may have been. There was an election in view

21 And which was held at the end of the year?—Yes.

22 Do you remember whether the House in September was actually sitting?—I could not say that.

23. Well, a letter was received addressed to Mr McCluggage from Mr Symes?—Yes.

24. Was Mr McCluggage one of your directors?—Yes.

25. Did he subsequently take part in the election—actively supporting anybody in particular?—I could not say that.

26. This is the letter: "House of Representatives, N.Z., Wellington, 4th October, 1905.—J. McCluggage, Esq., J P , Whangamomona.—DEAR MCCLUGGAGE,—I am duly in receipt of your confidential letter *re* getting the paper put on the list of Government advertisers. This will depend entirely on the treatment that is meted out to me during the election I believe that I could fix this matter up, but will not do so until after the election; and as I am treated so will I treat the paper You are at liberty to make use of this privately with manager and directors, but not for publication.—With kind regards, yours faithfully, WALTER SYMES " That letter came before the directors?—Yes.

27. Did Mr McCluggage bring it before the directors?—No, he sent it through the post to the manager of the paper

28. Well, a letter appears to have been sent by Mr McCluggage. Have you seen that letter?—No. I can explain why the request was made through Mr McCluggage, if you like.

29 Why?—The paper was off the list. The previous paper had been on, and Mr McCluggage was asked to send in an application through Mr Symes to have it put on. That is how Mr McCluggage came to write the letter

30. You were going to say why?—First, Mr McCluggage was a director, and was personally known to Mr Symes, and that is why he was asked to make the request to him.

31 Did your directors do anything in consequence of that communication?—Yes.

32 What did you do?—As soon as we found out that the member for the district would not help us, we instructed the manager of the paper to see the Minister in charge of the Department.

33. Did the manager take that letter with him, do you know?—I could not say, I did not go with him. In all probability he did.

34. Who was the Minister at that time?—I am not quite certain.

Right Hon. Sir J G Ward I was the Minister

35. *Mr Myers* (to witness).] And as a matter of fact I think you were put on the list?—Yes, put on straight away

36. Before the election?—I think it was before the election As soon as we made the request direct to the Department, it was acceded to without any trouble.

37 *Mr Skerrett*] I understand that prior to the formation of your company there were two existing newspapers in the Township of Stratford?—That is so.

38. Will you be kind enough to give me their names?—One was called the *Egmont Settler* and the other was called the *Egmont Post*. The name was slightly altered.

39 Do you happen to know whether both those papers were on the list of Government newspapers for the receipt of advertisements?—I do not know personally, but I believe they were.

40. Your company was formed for the purchase of those two newspapers and the issue of a new paper to be called the *Stratford Evening Post?*—Yes.

41 And the two existing papers therefore ceased to exist?—Yes, that is so.

42 And a new newspaper called the *Stratford Evening Post* came into being?—Yes.

43 Do you know that, upon the two newspapers ceasing to exist, the Government Department would in the usual course strike their names off the list?—I would assume they do.

44. Will you be kind enough to tell me whether, prior to Mr McCluggage being deputed to interview Mr Symes, your company had made any application to the Government to be placed on the advertising list?—It had made none.

45. Written or verbal?—None whatever None of any description.

46. The directors thought fit to ask Mr McCluggage, a director of the company, to write

to Mr. Symes to request him to have your newspaper placed on the Government list?—Yes. That was the most expeditious way

47 The request for the intervention of Mr Symes in the matter came therefore from your company?—Yes.

48. I presume Mr McCluggage forwarded to an officer of the company Mr Symes's reply? Yes.

49. I see a note on the letter written by Mr Symes: 'DEAR WHITLOCK,—Kindly return this after you have perused it and shown to Mr Copping?—Kind regards, J McL.'' That was probably the minute forwarding the letter?—Yes.

50. You have told us that the company at once sent the manager to make the application to the Department in the usual way?—Yes.

51. What was the name of the manager?—Mr Whitlock.

52. Is he in Wellington?—Yes.

53. He will be able to tell us exactly what he did, and what took place between himself and the Minister representing the Department?—Yes.

54. At any rate, the fact is that the newspaper was put upon the list?—Oh, yes!

55. Untrammelled by any conditions?—Absolutely none.

56. Did the newspaper in any way alter the complexion of its politics?—Not in the slightest.

57 It pursued the even tenor of its way despite the fact that it was placed upon the Government list?—Yes, it made no difference.

58. *Right Hon. Sir J G Ward.*] Mr Anderson, would you kindly tell the Committee whether the *Egmont Settler* in 1903 was on the list of newspapers in which Government advertisements were inserted?—I think we were informed that it was so—that both newspapers were published on alternate days. Our paper was published daily

59. I know that you are stating what you believe to be the fact in the matter, but I will put it in evidence that the *Egmont Settler* was on the Government list, but the *Egmont Post* was not on the list up to 1903 I am not questioning your statement in any way On the 17th July, 1903, the name of the *Egmont Post* was changed to the *Stratford Evening Post*?—That would be when the company commenced operations.

60. Do you know that the *Egmont Settler* received for advertisements, for the year ending 31st March, 1903, £115 12s. 6d.?—I could not say. I do not know anything about the private affairs of the *Egmont Settler*

61 Do you know whether your manager could give any information on the point?—Mr Whitlock was one of the owners of the *Egmont Settler*, and became manager of the *Stratford Evening Post* when it was formed into a company

62 Do you know the amount the reconstructed company of the *Stratford Evening Post* received from the Government in 1905?—I could not say All I know is that we have been receiving Government advertisements ever since.

63 So you cannot state whether in 1905 the *Stratford Evening Post* received a larger amount than the *Egmont Settler* received in 1903?—No. All I know is that it received all the Government advertisements so far as we knew

64. You stated that your manager was instructed to visit Wellington and see the Minister in charge of the Department, in order to obtain the advertisements for your paper?—Yes.

65. You stated that the manager brought the letter of the 4th October, 1895, to me?—No. I said I did not know whether he had the letter with him. He was not instructed to take it at all.

66. As a matter of fact, I did not see the letter until to-day?—As a matter of fact, we did not intend to send the letter but, as our application had not been forwarded, we went direct to headquarters.

67 And after going to headquarters your application was favourably treated?—Yes, most courteously It was explained how no application had been made, and why the newspaper was not on the list. There was no trouble at all of any description

68. Who was the Press Association representative?—Mr. Copping, the editor

69 Is any one authorized, outside the Press Association representative, Mr Copping, to send newspaper telegrams from Stratford?—No one at all.

70. Then telegrams sent from Stratford should be signed by Mr. Copping, your editor?—Yes, undoubtedly No one else has any right to sign them.

71 Your manager, after his visit to Wellington and having seen me, on his return did not communicate any conditions of any sort or kind of what your paper should do politically?—Absolutely none. He stated that the application was conceded as soon as it was made.

72 I want to ask a question, which possibly you may be able to answer: Was the *Stratford Evening Post* in opposition to the Government at the time?—The politics of the paper, outside of the land question, were left entirely to the editor He was to be a freeholder on the land question, and the paper pursued an independent course right through.

73. How many directors had you on the paper?—At that time we had seven altogether

74. Am I right in stating that six of your directors were recognized as supporters of the Opposition?—Quite probably There was a big proportion of the Opposition. I think we had two recognized Government supporters.

75 Then I am right in saying that the majority of the directors of the paper were recognized members of the Opposition community?—Quite.

76. *Mr Allen.*] It was the politics of the editor—what were they?—I think, if anything, his leaning was towards the Opposition at that time.

77 *Mr Myers.*] What did you say the previous papers were—the *Egmont Settler* and what? Well, Sir Joseph Ward said the *Egmont Post*, and I presume it was the *Egmont Post*.

78. Were they Government or Opposition?—I could not tell you, but I believe one was on one side and one on the other

79 What was the *Settler?*—Well, if you are calling Mr Whitlock he could tell you. I could not. The two papers had different policies.

Stratford, N Z., 7th November, 1910.

DEAR SIR,— Re *Hine Charges*

I beg to return herewith transcript of my evidence, in which I have made one or two verbal corrections.

One point I should like to make clear, if it is considered important. The names of the two papers which my company bought had been the *Egmont Post* and the *Egmont Settler* Just before the company purchased, the *Egmont Post* proprietor changed the name of his paper to the *Stratford Evening Post,* and it was under this name that the company continued the paper The name of the paper was altered in July, but the company did not take over until October

Yours, &c.,
W D ANDERSON.

The Clerk of the Allegations Committee,
House of Representatives, Wellington.

JOSEPH MCCLUGGAGE sworn and examined. (No. 7.)

1 *Mr Myers*] What is your occupation and address?—Storekeeper at Whangamomona.
2. You are a director now of the company which owns the *Stratford Evening Post?*—Yes.
3. And you were in 1905?—Yes.
4. Do you remember receiving this letter which has already been put in [Exhibit Y]?—Yes, I remember receiving that.
5 You were a director then?—Yes.
6. And we have been told that there was an election coming off shortly afterwards?—Yes.
7 But at the time you received that letter Mr Symes was in Wellington, apparently?—Yes.
8. Was he then attending his parliamentary duties?—As far as I know
9. The House was still sitting?—Yes.
10. And there is no doubt he was a member of the House at that time?—Yes.
11 The writs would not have been issued for some time afterwards?
Right Hon. Sir J G Ward: No, not for some time afterwards.
12. *Mr Myers*] Did you know Mr Symes well?—Yes.
13 Were you supporting him, as a matter of fact, in that election?—Yes.
14. That letter was in answer to one that you had sent to Mr Symes?—That is so.
15 Have you a copy of it?—No, I have not a copy
16. Did you keep a copy?—No.
17 Can you remember the nature of the letter?—No, I cannot.
18. Can you not give us any idea of its contents?—No. Probably I wrote him about getting the paper on the advertising list.
19 You must know that because the reply refers to it?—Yes.
20. *The Chairman.*] Where did you write it?—I did not write it from my business office, but from my private house in Stratford, so I never had a letter-book there, and did not keep a copy
21 *Mr Myers.*] The reply was kept as a record of the paper?—That letter was a private letter to myself I gave it to the secretary to show to the editor
22 It was a private letter to you, but was brought before the board?—No.
23. Was it shown to the directors?—No, I gave it to the secretary to show to Mr Copping, the editor
24. Was it shown to Mr Anderson and the other directors?—It was afterwards.
25. *Right Hon. Sir J G Ward.*] By you?—No.
26. *Mr Myers*] You had written a letter to which this is a reply How did you come to write that letter?—I may have been writing for information as well, and mentioned this particular business, or it may have been only on that particular business.
27. You were in communication with Mr Symes at the time?—Yes.
28. About election matters?—Probably
29 Did you receive any other letters from Mr Symes on the same subject?—No.
Mr Skerrett No questions.
30. *Right Hon. Sir J G Ward.*] Mr McCluggage, did you at any time, as a result of the communication from Mr Symes in that letter of the 4th October, write to the Government or ask the Government to put this *Stratford Evening Post* upon the Government advertising list?—No.
31 Did you make any personal representation in that direction?—No.
32 Did you make any representation to anybody in Wellington independent of the Government?—No. We did it through the office—through the head of the Department, Mr Pollen
33. Officially through the Department?—Yes.
34. But you made no representations to myself or to any other member of the Government about getting that paper put on the advertising list?—No.
35 *Hon. Mr Millar.*[Did I understand you to say that you only gave that letter as a sort of semi-private letter to the editor for him alone?—Yes.
36. Well, how does it happen to belong to the country now?—It would be very interesting to know Mr Hemingway, the Town Clerk and secretary to Mr Hine's committee, had it in Stratford, and read it out at a public meeting in Stratford. Although it was a private letter to me, he did not ask me anything about it.
37 That letter does not belong to the newspaper company at all?—No, it is a private letter to myself I do not know how they got hold of it.
38. Who got hold of it?—Mr Hemingway, Mr. Hine's secretary
39. Although it was marked "Private" in the corner?—Yes.

40. And you have not seen it since?—No.

41 *Mr Buchanan.*] You have said the letter was a private letter to you?—Yes.

42. Was it marked "Private"?—It is semi-private in the body of it. I put a note on it and sent it to Mr Whitlock afterwards, to show it to the editor and return it to me.

43. And to the directors?—No.

44. *The Chairman.*] The note says, "You are at liberty to make use of this privately with manager and directors, but not for publication"?—Yes.

45 *Mr Buchanan.*] Did you consider it was private except from the point of view that it was not to be published?—I consider it is an absolute private communication to myself

46. And yet you passed it over for perusal to two other people?—To the secretary, because I was asked to do so by Mr Symes.

47 *Mr Myers*] If you had been asked by your codirectors to send a letter to Mr Symes, and that letter came in reply, would you still consider it a private letter?—I was not asked by the directors.

48. Mr Anderson's recollection is different from yours?—Mr Whitlock met me in the street, but I was never asked by the directors.

49. Did any one ask you?—The secretary, Mr Whitlock. We were talking in the street, and he said, "You might write to Mr Symes. I cannot do anything through the Department."

50. Do you know whether he had applied to the Department?—We had applied to the Department. I believe the secretary had. Perhaps I might explain that the two papers, the *Egmont Settler* and the *Stratford Post*, were bought out by one company and incorporated into the *Stratford Evening Post*. Previous to that both papers were on the Government list for advertisements, and when they were incorporated they were considered as defunct, and then when we wrote we were told we were not on the list. The secretary will explain that.

51 *The Chairman.*] After receipt of this letter did you alter your leaders so far as dealing with Mr Symes in any way was concerned?—No, it made no difference whatever

52. *Right Hon Sir J G Ward.*] You have stated, Mr McCluggage, that both papers—that is, the *Egmont Settler* and the *Egmont Post*—were on the Government list for advertisements. Would you contradict me if I said that one of them, the *Egmont Post*, was not on the Government list at the time referred to?—The secretary told me that they were on, Sir Joseph, but I do not know whether they were on or not.

WILLIAM CHARLES WHITLOCK sworn and examined. (No. 8.)

1 *Mr Myers*] You are a journalist?—Yes.

2 And proprietor of a paper in Hastings?—Yes.

3. What is the paper?—The *Hastings Standard.*

4. You were previously living in Stratford, were you not?—Yes.

5. And you were secretary and manager?—No, manager

6. Of the Stratford Publishing Company?—Yes.

7 Before joining that company were you the editor of some other paper?—No; I was manager of the *Egmont Settler*

8. We have had a letter put in, Mr Whitlock, which no doubt you will remember [Exhibit Y handed to witness]?—Yes, I remember that.

9 Do you remember coming to Wellington after that letter was received in Stratford?—Yes.

10. Do you happen to know or to have ascertained the date of your visit to Wellington?—It was towards the end of the session.

11 Well, this letter would be towards the end of the session?—It was in October

12 And what brought you to Wellington?—I came down to see the Colonial Secretary

13. Did you bring this letter with you?—I believe I did.

14. Was your visit occasioned in consequence of the receipt of the letter?—Yes, certainly.

15. Then you came down to endeavour to get your paper put on the list of those to which Government advertisements were given?—Yes, that was the object of my visit.

16. Did you see Mr Symes when you came down?—No, I did not.

17 You saw the Minister in charge?—I saw Mr Jennings, and he arranged with me to see the Minister in charge on the train. I went up in the same train with the Minister

18. And did you make your application then?—I made my application to the Minister on the train.

19 Did you have that letter with you?—I would certainly have it with me, because I had shown it to Mr Jennings.

20. Did you show it to the Minister?—I do not think so, I have no recollection of doing so.

21 But you had previously told Mr Jennings?—Yes.

22 Was that when you asked him to obtain the appointment?—I had to do so, because I had to explain my reason for going to him instead of going to the member for the district, Mr. Symes.

23. You have no recollection of showing this letter to the Minister?—I have none.

24. Did you explain the position to the Minister?—I explained the position to him. Of course, it is a long time ago, and it is very difficult to remember I explained the position to him in so far as we had not the advertisements.

25 But you came down in consequence of the receipt of the letter?—Yes.

26 Did the letter or its contents form the subject of conversation between you and the Minister?—I do not think it did.

27 Can you say definitely one way or the other?—It is very difficult to remember five years ago. I should say that I did not show it to him. That is the opinion I have, speaking from recollection.

28. My question went further I was asking whether you explained to the Minister the reason of your coming down here, and whether you indicated the nature of the contents of the

letter?—I could not say really. I think I told him that Mr. Symes had not helped us in the matter.

29. Was there any reason why either you should or should not tell the Minister about the matter?—There was no cause for me to show it to him, but it was necessary for me to show it to Mr. Jennings.

Mr. Skerrett: This is distinctly cross-examination. The object of examination in chief is to get the witness's statement.

The Chairman: Certainly.

30. *Mr. Myers.*] You spoke to Mr. Jennings: what did you say?—I had cause to show the letter to Mr. Jennings, but not to the Minister.

31. You were asking him to obtain for you an interview with the Minister?—Yes.

32. And your paper was at once put on the list of papers for Government advertisements?—Yes. I sent in formal application.

33. After conference with the Minister?—Yes.

34. And your request was acceded to?—Yes.

35. *Mr. Skerrett.*] Do you remember whether both or any one of the newspapers which were amalgamated with the *Stratford Evening Post* was on the list of papers to which Government advertisements were given?—The *Egmont Settler* was the only one on the list, I understand.

36. The *Egmont Settler* ceased to exist upon the constitution of the *Stratford Evening Post?*—Yes, that is so.

37. And in the ordinary departmental course would be struck off the list to which Government advertisements would be sent?—Yes, when it ceased to exist.

38. Now, before any application was made to Mr. McCluggage, did your company forward any application to the Government Department to have the *Stratford Evening Post* included among the list of papers receiving Government advertisements?—I have an indistinct recollection of a letter coming back from Mr. Hugh Pollen saying the matter was under consideration. I have not had the files to look through.

39. You have an indistinct recollection that application may have been made to the Department to put the *Stratford Evening Post* on the list, because you say you recollect receiving a letter from Mr. Pollen, in which he said the matter was under consideration?—Yes.

40. Now, I understand you to say that your recollection of the interview with the Minister is that you did not show him Mr. Symes's letter, or refer to the contents?—Yes, that is so.

41. Did the Minister explain to you the reason why the *Egmont Settler* was struck off the list of papers receiving Government advertisements?—I believe he did.

42. Now, did you have any difficulty in getting the Minister to accede to your request to put the newspaper upon the list of newspapers receiving Government advertisements?—I had no difficulty at all. The matter was attended to practically at once. It seemed to me almost within a week.

43. Now, was the granting of the request trammelled by any conditions of any sort or kind?—Absolutely none.

Mr. Myers: I do not want to raise any objection, but I understood my friend was representing Mr. Symes, and these questions are all directed to the case of the Government.

Mr. Skerrett: I can elicit all the facts.

Mr. Myers: I do not want to raise any objection, but these questions are not relative to the case against Mr. Symes, but to the case of the Government.

The Chairman: Yes, I understand this is not a case against the Government.

Right Hon. Sir J. G. Ward: Mr. Hine has stated in the House that it is a case against the Government. Mr. Hine, in his general statement in the House, included this as one of the "Tammany" charges. There can be no question about that.

Mr. Myers: He referred to the *Dominion*, I think. I may be wrong, but I do not think you will find he referred to anything in connection with this paper against the Government.

The Chairman: You are making a charge here against a particular person named, not against the Government.

Mr. Myers: True.

The Chairman: There is nothing in this charge against the Government that they have or have not done anything they should not have done.

Right Hon. Sir J. G. Ward: What is the object of Mr. Myers in asking the witness if I ever saw the letter or discussed the contents with him? What is the object of it if it is not to implicate me?

Mr. Myers: I think this arose out of Sir Joseph Ward's question to a previous witness. I asked what the other witness did in consequence of the receipt of the letter.

Mr. Skerrett: I think Sir Joseph Ward stated at the table that he had not seen the letter.

Right Hon. Sir J. G. Ward: Mr. Myers asked Mr. Anderson as to whether Mr. Whitlock was not asked to take that letter to Wellington for the purpose of interviewing the Minister.

The Chairman: I think, Sir Joseph, that nothing has come out directly or indirectly involving or connecting the Minister with the charge.

Mr. Myers: Mr. Skerrett has said that Sir Joseph said at the table that he did not see the letter, but I did not hear Sir Joseph say that.

Right Hon. Sir J. G. Ward: I have not seen the letter till now—I said I had not.

The Chairman: There is no charge in this case against the Minister by Mr. Hine.

44. *Mr. Skerrett* (to witness).] Did the political character of the paper alter in consequence of the interview with the Minister?—No.

45. May I inquire what was the general tone of the newspaper during the succeeding electoral contest?—It did not support either candidate very strongly.

46. You have not got any specimens of the leading articles?—No, I have not.

47 *Right Hon. Sir J G Ward*] When the request was made by you, Mr Whitlock, to Mr Jennings to have an interview with me, where did you desire to have that interview?—In Wellington. I came down for the purpose of having an interview with you in Wellington

48. What was the answer given by me to you, through Mr Jennings, as to your request to have an interview with me in Wellington: did I not refuse it on account of my being too busy? You sent out word that you were very busy, and wished to know when I was going back. I think that was the message Mr Jennings came back with.

49 The answer you got was that I could not give the interview in Wellington?—Yes.

50. Where did the interview that you have referred to take place?—Soon after the train left Palmerston

51 Do you recollect whether on that occasion, as the outcome of a late night's work, I was taking it easy in the train going from Wellington to Palmerston—that I was asleep?—I did not see anything of you between Wellington and Palmerston, but you were lying on the couch when I went in

52 In the interview that you had with me on the train near Palmerston North, what request did you make?—I cannot tell you exactly the words.

53 I only want the subject-matter of the request?—That the paper should be reinstated on the list.

54. And what answer did you get from me?—You stated that you could see no reason why the paper should not have the advertisements.

55 Did I ask you to make formal application in the ordinary way?—I do not remember you asking me, but I think you did.

56. As a matter of fact, did you, after the interview with me, apply for the paper being put on the Government list in the ordinary way?—Yes.

57 And the result of that was?—That we received a letter shortly afterwards stating that the paper had been placed on the list.

58. Can you tell the Committee what the amount paid to the *Stratford Evening Post* was for that year, 1905?—It would be a considerable amount. We printed tne electoral rolls that year, and there were the usual Government advertisements.

59. If I said that the amount was £118 18s. 6d., a higher amount than was paid at any previous election in that district, would you contradict me?—No, sir, I would not.

60. Do you know that the *Stratford Evening Post* received advertisements relating to both the Patea and Egmont Electorates?—Yes, I know that it did.

61 Now, Mr Whitlock, when did you see that letter of the 4th October from Mr. Symes to Mr McCluggage?—Just before I came down to Wellington. I know that that was the letter that brought me down.

62 The contents of that letter indicated that it was private?—Yes, to a certain extent. I had to show it to the directors.

63 Now, what I want to ask you is this In a letter which has the following words in it, "You are at liberty to make use of this privately with manager and directors, but not for publication," if your directors had requested you to show a letter marked 'Private and confidential" for a special purpose, would you look upon it as a proper thing to hand that letter over to a third party to read?—No, sir, I should not.

64. Then, if your directors had requested you to make use of a letter of a private and confidential character such as that, would you as an honest man have handed me that letter to read?—I do not think so. It is worded rather broadly Permission is given me to make use of this letter privately—there is a certain permission given

65 Well, as a matter of fact, Mr Whitlock, did you show me that letter?—I do not remember having shown it to you, sir I distinctly remember showing it to Mr Jennings.

66. If you remember having shown it to Mr Jennings, and if you had shown it to me, would you remember it or not, in all probability?—I think I should remember just as well as I remember handing it to Mr Jennings, or more so.

67 You see the suggestion is, according to the statement made by Mr Hine in the House, that this is a matter of Tammanyism, ' and his counsel in putting questions to the previous witness appears to suggest that I had seen that letter before.

Mr Allen Oh, no! not that I know of

Right Hon. Sir J G Ward Pardon me. The question was asked as to whether I had not seen that letter, or whether the contents of that letter were sent to me, and, seeing that I stated I had not seen it——

The Chairman You have had the witness's answer to the effect that he has no recollection of showing you the letter

68. *Right Hon Sir J G Ward* (to witness).] You received the authority for the Government advertisements in the reconstructed company, but that did not in any way change the policy of the paper The *Egmont Post* previously had not received the Government advertisements, but with the reconstructed paper, which absorbed the *Egmont Post* and became the *Stratford Evening Post*, you received, upon application to me as Minister in charge of the Department, the whole of the Government advertisements without any condition of any sort or kind?—Absolutely without any condition.

69 As manager of the paper, I should like to know from you, Mr Whitlock, whether any attempt on my part or on the part of the Government was at any time made to influence your paper as to the line of policy it should adopt prior to the general election in 1905 or 1908 with regard to any candidate?—The question of the policy of the paper never occurred either at any interview or in any correspondence.

70. Or treatment of candidates?—Or treatment of candidates.

71 So that there was no attempt, so far as the Government authorizing advertisements for your paper, to buy the support of your paper, and so create a system of "Tammanyism"?—Absolutely none, sir I simply applied for the advertisements, and we received them, and there was no condition laid down at all.

72. *Hon. Mr. Millar.*] Would you mind reading out that memorandum in the corner of the letter from the owner of the letter?—"Kindly return this after you have perused it and shown it to Mr Copping.—Kind regards, J McC.'

73 Then how does that letter become the property of the *Stratford Evening Post?*—The letter itself says, 'You may make use of this privately with the manager and directors."

74. That is from Mr Symes to Mr McCluggage?—Yes.

75. And Mr McCluggage sent that on to you with the memorandum in the corner?—Yes.

76. Why was that not carried out?—I do not know. If anybody had asked me what was in the corner I should have said, "Kindly return that after having shown it to the directors.' Now I see it is to Mr Copping. Anyway, I took it down and showed it to the solicitor of the company

77 What was done with it afterwards—was it left with the solicitor to the company?—Yes.

78. And the solicitor to the company retained it, notwithstanding that memorandum in the corner?—Yes. I pointed out that it had to be returned to Mr McCluggage, and he said he would see to that.

79 Was it not returned to Mr McCluggage?—Evidently not. I thought it was.

80. Did you think any honourable body of men would retain such a letter as that, containing such a memorandum on it?—It is not my business. Mr McCluggage is one of the directors.

81 With a memorandum like that sent to you direct, you were asked to show it to Mr Copping, the editor, and return it?—Mr Copping was editor of the paper, and had nothing to do with the commercial side. This being so, it was natural for me to assume Mr McCluggage intended me to show the letter to some one who assisted me with the management. Hence I showed it to Mr Anderson, not in his capacity of solicitor to the company, but as director, and one whose advice I usually sought.

82. You admit you had permission to tell the directors in addition, but after the directors were told, ought not the letter to have been returned?—Either returned, or Mr McCluggage written to and his permission to keep it obtained.

83. That was not done, so far as you are concerned?—No, it was not.

84. *Mr Massey*] I have not heard the whole of the evidence, Mr Whitlock, but the first question is whether the interview that took place between yourself and the Minister in charge of the Government Advertising Department was prior to or after the election of 1905?—Prior to that.

85. What year was the *Stratford Evening Post* started?—1904.

86. A year prior to the election?—Yes.

87 Were you connected with the paper at that time?—Yes.

88. Would you mind telling us what was its attitude politically when it was started?—It was declared an independent paper

89 But "independent" is a somewhat comprehensive term. Was it independent with Opposition leanings or independent with Government leanings?—They were freeholders. I think the cause of the company being floated was to advocate the freehold policy

90. May I take it that at that time it was an independent paper with Opposition leanings?—Yes, I should say so.

91 And has it changed its attitude since the election of 1905?—I do not know I have not seen much of the paper since I left in 1906.

92 But you have seen the paper occasionally?—We have it as an exchange, yes.

93. Well, would you take it that it is an independent paper now with Government leanings?—No, I would not.

94. Since the election of 1905?—I have not given it sufficient notice.

95 You are not prepared to answer the question?—No, I am not.

96. *Mr Allen.*] I am not quite clear as to the absorption of the two previous papers. The two papers at first were the *Egmont Settler* and the *Egmont Post?*—That is so.

97 Did the *Egmont Post* absorb the *Egmont Settler?*—It was arranged between the two proprietors of both papers that a separate company should be formed to purchase the two papers.

98. And neither paper was leader in the matter?—No.

99 I presume the two papers, the *Egmont Settler* and the *Egmont Post*, took opposite sides in politics?—I think the *Egmont Post* did when it started, but it was a strong Government paper when it closed. It was a Government paper just before it ceased publication and for some time before.

Right Hon. Sir J G Ward You will be glad to know it was not on the Government list for advertisements.

100. *Mr Allen.*] What was it before that—did it change its politics?—Yes, it changed its politics.

101 When?—I think, before I went to Stratford.

102 What year?—In 1899 I think it was.

103. What were the politics of the *Egmont Settler?*—It was a Government paper

104. Was the *Egmont Settler* on the list for Government advertisements?—Yes.

105. And was the *Egmont Post* on the list for Government advertisements?—No.

106. Are you quite certain?—I am not quite certain, but I understood it was not on the list. I think Clayton told me it was not on.

107 When was this paper absorbed by the *Stratford Evening Post?*—In 1904.

108. The *Stratford Evening Post* started as an independent paper with Opposition leanings, you say?—Yes, the *Stratford Evening Post.*

Right Hon. Sir J G Ward The paper known as the *Egmont Post* was published up to the 17th July, 1903, on which date its name was changed to the *Stratford Evening Post*

109. *Mr Allen.*] When was this application made for it to be placed on the list—what year?—1905.

110. *Right Hon. Sir J G Ward.*] Then did you get no advertisements between 1903 and 1905?—I think it was in 1904 the paper was started.

111 Did you get no Government advertisements between 1904 and 1905?—We received the necessary advertisements.

112. But you were not on the list?—No.

113. Did you make any attempt to get on the list between 1904 and 1905?—I think I answered that question before.

114. You do not remember when the first application was made to get on the list?—No, I do not.

115. Was it when the papers were amalgamated?—It would be soon after I discovered it was not on the list.

116 You very soon discovered that, I suppose?—Yes, I discovered it immediately we failed to receive Government advertisements appearing in other papers, and I would write down to the officer of the Department and ask about it.

117 Was it early in 1904 or late in 1904?—Late in 1904 I think it was.

The Chairman We are really dealing with a charge that applies to an individual so far as 1905 is concerned.

Mr Allen But I am getting to 1905.

The Chairman If you are going back to 1905, I think a point like this is hardly involved in a charge of this kind.

118 *Mr Allen.*] He says they made application, and I want to get the date. When do I understand you to say the first application was made?—Late in 1904, I should say

119 Did you make no application to get on the list between the time the papers were amalgamated in 1903?—I should like the point settled as to whether the amalgamation took place in 1903 or 1904.

Right Hon Sir J G Ward Mr Chairman, may I put in a return showing the amounts paid the *Egmont Settler*, the *Egmont Post*, and the *Stratford Evening Post* from 1896 to the year 1910? The *Egmont Settler* ceased and the amalgamation took place on the 31st October, 1903

The Chairman You may put the return in at the close of the evidence of this witness.

120. *Mr Reed.*] Mr Whitlock, the position amounts to this: that Mr Symes insisted upon the condition that he should be supported by the paper before he would support the paper's application for Government advertisements, and the paper refused that condition and made the application direct, and the application was at once granted?—Yes.

Mr Myers There was no reply to that letter of Mr Symes.

121 *Mr Reed*] Well, they did not accept the condition. (To witness: First of all you had the letter in Wellington in your possession, you say?—Yes.

122 Now, when you returned what happened to that letter?—Well, I cannot remember, but I should imagine it would be handed in with the correspondence at the end of the month to the meeting of directors. The practice was to hand in all correspondence during the month to the directors' meeting at the end of the month.

123. From whom did you get that letter—who gave it to you to bring to Wellington?—I received the letter from Mr McCluggage in the first place by post.

124. What happened to the letter when you returned from Wellington?—I have just told you that in the usual course it would be attached to the other correspondence, and be handed in to the meeting of directors.

125. Can you say that in the usual course of business it would be done, because the letter does not deal with the paper?—It deals with matters concerning the paper, and very important matters too.

126. It is not addressed to the paper, and it would not be the ordinary course of business if it was filed with the paper's documents?—I could not say

127 Can you recollect to whom you gave that letter when you returned?—No, I cannot remember

128. When did you leave Stratford?—In 1906

129 Have you seen that letter since 1906?—No. I have not seen the letter since until I came down here.

130 And you do not remember in whose possession you placed that letter when you returned from Wellington?—No I think it was Mr Anderson who had the letter, he was the solicitor for the company

131 *Mr Buchanan.*] I presume, before you started for Wellington the question of taking the letter with you was discussed between yourself and the directors?—I think Mr Anderson was the only man I spoke to about coming to Wellington.

132. What was your object in taking the letter to Wellington?—I have already explained that—to show it to Mr Jennings, so as to give him a reason for getting him out of the House and to arrange for an interview without calling Mr Symes out.

133 Could you not have done that without showing the letter?—Yes.

134. *Mr. Skerrett.*] Do you know that on your return from Wellington the letter from Mr Symes to Mr McCluggage was submitted to a solicitor for the purpose of ascertaining whether it was an offence against the Corrupt Practices Act—have you any knowledge of that?—I have heard that since I came to Wellington this time, but not before.

135. You can give me no information of that except what you heard in Wellington: you do not know when it was and how it came about?—No.

136. *Right Hon. Sir J G Ward.*] Did you give that letter to Mr. Jennings before he came to see me?—Yes. I gave it to Mr Jennings immediately I saw him.

137 Did he part from you with the letter?—I do not remember him having done so.

138. *The Chairman.*] Did you get the letter back?—I must have had the letter back, because I had it when I got back to Stratford.

139. *Right Hon. Sir J G. Ward.*] Did you give Mr Jennings that letter to take it to me?—No, sir.

The Chairman There is no suggestion, Mr Myers, that the Premier saw this letter?

Mr Myers: No, sir The questions were asked in the ordinary course, and not with a view of making any insinuations at all. This is an inquiry, and surely it is in the interests of everybody that the matter should be inquired into fully

Right Hon. Sir J G Ward I am not objecting

Mr Myers I understand from what Sir Joseph says, he assumes, and it is the idea in some quarters, that every question that is asked conveys or implies some insinuation against somebody That is not the case. This is an inquiry, and is the same as a nautical inquiry, where you go into everything.

Right Hon. Sir J G Ward: As Mr Myers has made that statement, I am entitled to say this: This is a charge against Mr Symes of having done something which the Committee is inquiring into, and in the course of the evidence a statement is made suggesting that I, as Minister in charge of the Advertising Department, had cognizance of what took place by Mr. Symes, and that I did something which I should not have done.

Mr Myers The point is that the Government were right in giving the advertisements to the paper there, but that Mr Symes was wrong in sending the letter he sent—that that was the intimidation.

Right Hon. Sir J G Ward It is quite clear, Mr Chairman, that if the facts were different from what the questions have elicited, I should be charged in some way directly or even indirectly with collusion with Mr Symes in connection with a letter that I had no knowledge or connection with in any respect whatever

The Chairman There is no evidence so far establishing any such insinuation, and Mr Myers makes no insinuation on that point. That is perfectly clear

Mr. Skerrett I wish to point out that if the charge is against Mr Symes for having sent that letter, then it was utterly irrelevant to ask any questions as to whether the letter was shown to the Premier or whether the contents of the letter were explained to the Premier Those facts are entirely irrelevant if the subject of the charge is the letter, and the letter only

Right Hon. Sir J G. Ward: May I put in a return showing the amounts paid to the *Stratford Evening Post.* [Statement Exhibit Z handed in as follows:—

'*Return of Amounts paid to the* Stratford Evening Post *for Government Advertisements during Undermentioned Years*

	£	s.	d.	
"Year ended 31st March, 1896 ..	2	3	6	*Egmont Post.*
,, ,, 1897 ..	10	1	0	,,
,, ,, 1901	58	4	11	,,
,, ,, 1902	35	18	6	,,
,, ,, 1903	97	13	0	,,
,, ,, 1904	41	7	6	*Stratford Evening Post.*
	62	8	6	
,, ,, 1905 ..	7	7	0	*Egmont Post.*
	104	12	3	*Stratford Evening Post.*
,, ,, 1909	106	15	3	,, ,,
,, ,, 1910	73	3	3	,, ,,

'NOTE.—This paper was published as the *Egmont Post* up to the 17th July, 1903, on which date its name was changed to the *Stratford Evening post.*"]

I also put in a similar exhibit [marked Exhibit A A], showing,—

"*Return of Amounts paid the* Egmont Settler, *Stratford, for Government Advertisements during the Undermentioned Years*

	£	s.	d.
"Year ended 31st March, 1896 ..	29	18	3
,, ,, 1897	82	1	6
,, ,, 1901 ..	74	14	9
,, ,, 1902 ..	79	8	3
,, ,, 1903	115	12	6
,, , 1904 ..	31	4	8

"The *Egmont Settler* ceased publication and was incorporated with the *Stratford Evening Post* on the 31st October, 1903"

The Chairman That concludes that particular charge.

Mr Reed I would suggest that Mr Anderson be recalled to prove what happened to this letter, Exhibit Y. We have had evidence given just now that that letter was given into his possession, and I think it would be important if we could trace it.

Right Hon. Sir J G Ward: Yes, I agree.

Mr Reed: I ask that he be called for that purpose.

Mr. Massey I suppose, Mr Chairman, that Mr Symes does not deny having written the letter, and I fail to see why it is necessary to prolong it.

The Chairman: You wish to ascertain, do you, Mr. Reed, something in regard to the impropriety of some person who has been guilty of showing the letter Are you investigating that?

Mr Reed I want to trace that letter

The Chairman For what purpose?

Mr Reed: If I have to give a purpose, the purpose is this: It seems to me that this has all arisen out of a political campaign. I think, for that purpose we should ascertain fully the matter I refer to.

Mr Massey For the purpose of a political campaign?

Mr Reed No, but as the result of a political campaign.

Right Hon. Sir J G Ward: I agree with Mr Reed. I think it is important, and a matter in the interests of the public life of this country, that we should ascertain how a letter which was private and confidential passed out of the hands of the right person and was made use of I receive hundreds and hundreds of private letters bearing upon matters connected with people who are opposed to me politically, and I have never made use of one of them in my life. Here is the case of one that passed out of the owner's hands that was made use of publicly to politically injure a man, and I think we ought to inquire into it.

Mr Fraser We shall be sitting here till Christmas if we treat everything like this. What we are sitting here for is to inquire into certain charges made against Mr Symes. The fact of any one having acted improperly in connection with a private letter has nothing to do with us. The question is whether it was right for Mr Symes to send that letter What this has to do with Mr Symes sending that letter I do not know

Hon. Mr Millar What I want to point out is this: that there is absolutely no evidence in this case except that letter Here is a private letter that is purloined—because according to the memorandum in the corner it is stated clearly by the owner of the letter, when it is sent to one gentleman, ' Kindly peruse this and return to me." It is a clear instruction to him that the owner desires the letter returned as soon as the gentleman has perused it. It is not a letter to a director of the company; it is a letter to Mr McCluggage, in which he tells Mr McCluggage that he will use his influence against the paper, or treat the paper as the paper treats him. That letter has absolutely, in some form or another, been taken from its rightful owner

Mr Fraser: Supposing it is indisputable that the letter has been improperly used, will it do away with the fact that the letter was sent?

Hon. Mr Millar I am not arguing that point at all, or the statements made therein, but what I say is this: that if that letter had not been improperly retained, that charge could not have been made.

Mr Reed I should like to point this out that these charges have arisen out of the Stratford election campaign—there is no question about that.

Mr Massey Which campaign?

Mr Reed The last campaign. We have evidence before us that this letter was read by the Opposition candidate's secretary at a public meeting at the last campaign, and these charges have now been made by Mr Hine subsequent to what he ascertained during the campaign and what he used during the campaign. I think everything bearing upon that is relevant, and I think we ought to trace that letter from the time it was in the hands of the last witness up to the time that it was read by the Opposition candidate's secretary at the public meeting

The Chairman Is it with a view of proving or disproving this charge—that is the point?

Mr Reed: It is not only this charge. This charge is the direct matter at issue, but there are insinuations all round, and I think, for the purpose of clearing up those insinuations and generally understanding the position, we should have as full evidence as possible.

The Chairman: You had an opportunity of examining the last witness when he was here.

Mr Reid We did, and he said the letter had been handed over to the solicitor for the company The question I want to ask is, did the former witness receive it, and into whose hands it passed.

The Chairman You want to call further evidence. If the question is not relevant to the charge we are investigating, it can be asked, but no further

Mr Massey: If the witness is called, it will be open to any member of the Committee to ask him any question. Before calling the witness I wish to say that the letter was written to Mr McCluggage by Mr Symes, and Mr McCluggage was a director of the *Evening Post* at Stratford, and that letter was written to him in that position. I am against calling the witness, because I am anxious to get on with the inquiry If there is any political capital to be made out of it, then it is equally a matter for the Opposition as for any one else.

Mr Buchanan The question is whether the letter was treated contrary to the wish of the writer Is that part of the inquiry?

Hon. Mr. Millar The question is whether that letter belongs to the paper or not.

Right Hon. Sir J G Ward I have later on some important evidence to place before this Committee, in consequence of insinuations that have been made that I spoke in the Stratford Electorate; and I think it is material that we should know why the letter was not returned to the owner It has a bearing upon a matter that I shall bring up at a later stage of this inquiry, upon which I propose to call two witnesses.

Mr A. M Myers I think we shall never finish the inquiry if we go into matters of this kind. The question is a matter of impropriety in regard to the person to whom the letter was sent. If any member of the Committee is desirous of obtaining any further information, then let us have it, but otherwise do not let us waste any further time.

The Chairman I will rule that the witness be not called, so far as the application to me is concerned, and from what I have heard.

Mr Myers I have no more evidence on this charge, but Mr Copping is here, and I understand that Sir Joseph Ward has some question to ask him, and I suggest that he be called in now.

ARTHUR EDWARD COPPING sworn and examined. (No. 9)

1. *Right Hon. Sir J G Ward.*] Mr Copping, were you connected with the *Stratford Evening Post* in 1905?—Yes.

2. Were you also representative of the Press Association at that time?—Yes.

3. Are you the representative of the Press Association still?—Yes.

4. Is there anybody else in Stratford authorized on behalf of the Press Association to send out matters of news?—No, there is not.

5. Are you familiar with the letter which has been handed in here from Mr Symes to Mr McCluggage, dated the 4th October, 1905?—I have seen that letter on two occasions.

6 Do you know that Mr Whitlock visited Wellington, as a matter of fact, early in October, 1905, to interview the Government in connection with the *Stratford Evening Post* not receiving Government advertisements?—Yes.

7 Do you know that as a result of his visit the paper did receive Government advertisements?—Yes.

8. As the editor of the paper, was any suggestion made to you by any one, either a member of the Government or by anybody else—Mr Whitlock, Mr Symes, or Mr McCluggage—that as the outcome of receiving Government advertisements the policy of the paper should in any way be changed to be favourable to the Government candidate or to the Government's policy?—Not in the slightest degree.

9. Did the fact of the Government advertisements that were published in the *Stratford Evening Post* cause any deviation from the policy, whatever it might have been, that the paper was committed to or carrying out?—No, not the slightest. We were independent, and we are still independent.

10. What do you regard the paper as, from a political point of view?—Absolutely independent.

11 What was the constitution of the board of directors in 1905?—In 1905 the board was rather strongly Opposition. The majority of the board of directors, I believe, were Opposition, but I only took the position on the understanding that I was left an absolutely free hand in politics.

12 Can you inform the Committee whether, in your opinion, the Stratford Printing and Publishing Company—and in that I include the *Stratford Evening Post*—was fairly treated by the Advertising Department?—Yes, perfectly fairly treated since we were put on the list.

13 Can you inform the Committee whether, as the result of an alteration in the type in your paper, which at one time was set out in long primer, and for which you were making a charge of 2s. an inch, an application was made to have an extra amount paid for the advertisements?—That is so, sir I made the application, because on Mr Whitlock leaving the paper I took up the managership as well as the editorship.

14. And as a result of that you asked that the Department should pay the higher charge, which was 4s. an inch all round?—No 3s. was all we asked to charge. It was 4s. for certain other advertising, but we only asked 3s. from the Government.

15. Were you formerly charging 3s. and 4s.?—No; 2s. and 3s.—3s. for the first insertion, and 2s. for the subsequent: but now we are charging 3s. all through.

16 Upon your applying to have that done, was it assented to without demur?—Mr Donne, who was in charge of the Department, asked for further particulars as to why that should be done, and then the matter was agreed to without any difficulty

17 You had a board which was composed of a majority of Opposition directors, and they considered they had been treated quite fairly so far as the Government was concerned in the matter of advertising?—Yes, I have written and said so.

18. Did you, as the representative of the Press Association in Stratford, send a telegram in connection with the alleged "Tammanyism charges" against the Government, saying that upon Mr Hine's arrival there he had been enthusiastically received by a large gathering of people and a public address presented to him?—I sent a short telegram the day afterwards, but not the long telegram which appeared under the heading of the Press Association in some of the morning papers.

19 Do you know who sent that telegram?—I do not know

20. Was that an interference with your rights as representative of the Press Association to have a wire of that kind sent down?—When I saw it headed "Press Association," I made inquiries at the post-office to see if any one had used my name, and was told that was not the case.

21 You do not know who sent that message?—No.

22. Was the message a correct representation of what took place?—I was not present on the platform, and could not speak from personal knowledge.

23. Do you know how many people were present when the address was presented?—I have heard it variously stated.

24. Would you state the number to the Committee?—I have heard it said there were twenty people.

25 I should like to ask you, as representing the Press Association, whether you consider that an organization of that kind, which is supposed to be impartial, should be used for party political purposes?——

Mr Myers Is this right, sir—because it is bringing in an association which is not represented here, and I submit that the question has nothing whatever to do with the charges made by Mr Hine?

26. *Right Hon. Sir J G Ward.*] They have a good deal to do with the charges of "Tammanyism" made against the Government?—I think I could explain how that happened, out of fairness to the Press Association—that the papers to whom the long telegram was sent may have put "Press Association" over it on their own account.

27 Do you mean that papers receiving a telegram from a private individual are allowed by the Press Association to improperly use its name?—No, they are not allowed to do so, but by accident sometimes the line "Press Association" gets in.

28. *Mr Myers*] You have been asked whether you sent a certain message with regard to Mr Hine: did you send a message which appeared in the *New Zealand Times* to the effect that the number of people who met Mr Hine on the platform was limited to three men and a man with a grievance?—I did not.

29 *Right Hon. Sir J G Ward.*] Was that a Press Association message?—Not to my knowledge. I did not send it.

Mr Myers: That concludes the evidence on this particular charge. The question is whether the Committee desire at this stage to start another

Mr Skerrett: May I say that I hope the Committee will ask my learned friend Mr Myers to proceed at once with the remaining charge against Mr Symes—not to-day, of course, but at the next meeting

The Chairman: That is the combined charge with Mr Major?

Mr Skerrett Yes.

Mr Myers I am prepared to meet my learned friend in every way What I was proposing to do was to take those two charges together In the one charge against Mr Major I think there are only one or two witnesses.

The Chairman You propose to take those two charges together on the next sitting-day?

Mr. Myers If the witnesses are here. Will Mr Fred. Bayly be here?

The Chairman He has been summoned, and I have sent a wire insisting on his attendance.

Mr Myers (after seeing telegram) That witness cannot possibly be here till to-morrow night.

Mr Skerrett May I point out to my learned friend Mr Myers that he may very well proceed with the charge, and leave it open for further consideration whether he will really require Mr Frederick Bayly I think you will find that, as the matter develops, Mr Fred. Bayly's attendance will not be required.

Mr Major Mr Chairman, may I put my matter before the Committee. So far as the charge against Mr Symes and myself being concerned together in a transaction is concerned, that charge cannot stand for one moment, for the reason that we were not partners in the sale of Alfred Bayly's property in any way whatever The question, so far as I am concerned myself, is in connection with the sale of Fred. Bayly's property Now, I am quite ready to admit that, and I am very anxious to return by the train leaving here at a quarter past 12 to-morrow I should hope and believe that, so far as the question concerning myself is concerned, I could make any admission. It would take a very short time, and I would ask the Committee to let me get back as soon as I can I have been here since Monday, and I would ask the Chairman and members of the Committee to meet me in helping me to get away to-morrow I am not concerned in any charge except charge 1

Mr Myers And charge 2, that you got a commission from Alfred Bayly

Mr Major: I had nothing whatever to do with that.

The Chairman Do you propose to prove that, Mr Myers? Have you heard what Mr Major says—that he is not connected with charge 2 at all?

Right Hon. Sir J G Ward Mr Major is not sworn, and I object to any variation unless he is sworn.

The Chairman He is only making a statement.

Mr Skerrett I am quite ready to give way to Mr Major's convenience. I believe, if my learned friend Mr Myers will undertake to call Mr Major as his first witness, no doubt we shall have the files here as we did in the last case, and I think the Committee will then find they will be able to dispose of Mr Major's evidence in order to allow him away by the morning train.

Mr Myers I may want to call Frederick Bayly notwithstanding Mr Major's evidence, and Mr Major will not be here then, and he may want to hear what Mr Bayly says.

The Chairman That is a matter for Mr Major himself

Mr Myers Then I will be ready to go on to-morrow morning with the charge against Mr Major

The Chairman Well, Mr Myers, to-morrow we will hear charges 1 and 2, but we will take No. 1 first, to allow Mr Major to get away

Mr Myers They both affect Mr Major He says he is not concerned with the second, but we can hear it if the witnesses are here, and then we can go on with the other charge, relating to the Flaxbourne matter.

Right Hon. Sir J G Ward: I want to say that I may require to call two witnesses upon this charge we are dealing with after Mr Major has finished.

FRIDAY 4TH NOVEMBER, 1910.

The Chairman What charge, Mr Myers, do you now proceed with?

Mr Myers I propose to take charges 1 and 2, to be heard together May I ask the Committee the position with regard to the charges already heard? As far as Mr Skerrett is concerned, I quite understand that he proposes to reserve his defence on all the charges against Mr Symes, but I understood from what was said yesterday that the Right Hon. the Premier intended to call some witnesses in connection with some of the charges already heard.

Right Hon. Sir J G Ward I want to call one or two witnesses in reference to the Stratford advertising

Mr Myers: Is it proposed to do that to-day?

Right Hon. Sir J G Ward: I think, as Mr. Major said he wanted to go on by train to-day, I will give notice of the witnesses I propose to call. One is Mr Jennings, M.P , and the other is the manager of the Press Association, Wellington.

Mr Skerrett: I have a witness here who was unable to attend before. Mr Granville was with Mr Symes when he saw Mr Gower at the shearing-sheds, but, although he was present at the interview, he informs me that he did not hear any of the conversation For that reason it is of little use calling him.

The Chairman: If he is in attendance, probably the Committee would like to hear what he has to say

JOHN GRANVILLE examined. (No. 10.)

1. *Mr. Skerrett.*] Where do you reside?—Mangamingi, near Eltham.

2. What are you?—Sheep-farmer

3. *Right Hon. Sir J G Ward.*] Do you know anything about this case before the Committee? —I told Mr Skerrett what I had to give.

4. *Mr Skerrett.*] You were present at an interview at Mr Gower's shearing-sheds between Mr Symes and Mr Gower?—I do not know that it was an interview I called at Mr Gower's shearing-shed with Mr Symes, who was to have given an election address that night, I think between 3 and 4 o'clock. Mr Gower appeared at the door of the shed, and I think he spoke to Mr Symes, but I am speaking from memory, as I have no notes. I was sitting with Mr Symes in the buggy, and we saw Mr Gower at the door of his shearing-shed. Mr. Symes said, "Let's go in and see the shearing" Mr Gower showed us through the shed to have a look round. Mr Symes went to the wool-press with Mr Gower, and a few minutes passed before I joined them; and then Mr Gower invited us to his house to have some refreshment, and we returned him our most grateful and cordial thanks. There was no talk of money in the discourse that took place.

JOHN DOUGLAS RITCHIE examined. (No. 11

1 *Mr Myers*] You are the Land Purchase Inspector for the Government?—Yes.

2. You were not Land Purchase Inspector in 1906?—No.

3. But you have in your custody the files for that year?—Yes.

4. Would you mind turning up the file relating to the sale by Mr Frederick Bayly of his property at Toko?—Yes.

5 Will you tell the Committee when that property was offered to the Department?—The first letter on the file is dated the 9th March, 1903, from Mr Major to Mr Barron, offering the land.

6. Do you mind reading it?—'Bank Chambers, Hawera, 9th March, 1903.—To the Chairman, Land Purchase Board, Government Buildings, Wellington.—SIR,—On behalf of Mr. F Bayly, of Toko, I beg to submit his property at Toko to you for acquisition under the Land for Settlements Act. The property comprises about 900 acres of grassed land, with a frontage of just about two miles and a half to the Ohura Road. It is level and undulating land, and well situated for dairying purposes, and is divided into five paddocks, each section having a frontage to the road. There is a good house on land, with outbuildings and yards. The price the vendor places on same is £12 10s. per acre. In the interests of closer settlement this is a most desirable property to obtain, the demand for land for dairying purposes in that locality being very keen. I hope you will obtain your inspecting officer's report as early as possible, that you may advise me of your Board's decision as soon as possible.—Yours, &c., C E MAJOR.'

7 A report was obtained, I suppose?—There is some correspondence about it, but of no consequence, between Mr Major and Mr. Barron, there is nothing definite. There is a letter from Mr. Barron to the Prime Minister, dated the 18th March, 1903 'Mr C E Major has offered the estate of Mr F Bayly, situated on the Ohura Road, and containing about 953 acres, for sale under the Land for Settlements Act at £12 10s. per acre. I know the land fairly well, and doubt if it is (as Mr Major says) suitable for dairy farms. Mr Bayly at present depastures 4,380 sheep on it. Please direct whether the Board should deal with it. Form attached.—A. BARRON The form came back with instructions to proceed, signed by Mr Seddon: "You are hereby directed to negotiate with the owner of the property of Mr F Bayly's estate, consisting of Sections 16, 14, 12, 10, and part of 7, Toko A Block IV, Ngaire District, Taranaki, and containing 953 acres, more or less, for the purchase thereof at such price as may be agreed upon between the owner and the Board.—R. J SEDDON, Minister of Lands." Some other correspondence went on, but nothing was done, because Mr Barron could not get the work done.

8. Just run along the file, and see if there is anything further?—There is a report here from the Crown Lands Ranger, New Plymouth, to Mr Barron.

9. Does he value the land?—He gives an idea of the value, but he would only give a sort of preliminary valuation.

10. What is the preliminary valuation?—£11 10s. per acre. That is on the 14th April, 1903.

11 And does he report upon the suitability of the land for close settlement?—He says, "The property is well watered and grassed, and is all suitable for dairying, and admirably adapted for cutting up into about six farms with no expense for roading" There is another letter from Mr Major on the 22nd April, in which he says, 'I understand that an officer for your Department inspected the place some two or three weeks ago. Will you please inform me whether there is a prospect of your acquiring the property, as Mr Bayly is anxious to know what is being done in the matter." Then there is another letter from Mr Major, of the 8th May, 1903, to Mr Barron, in which he says, "I wrote to you on the 9th March and again on the 22nd April, but have not

been favoured with any reply to either letter Mr. Bayly is most anxious to know whether there is any prospect of the Government acquiring the property, as he purposes entering into other arrangements in regard to the place if the Government decide not to take it." Mr Barron replied on the 13th May as follows "I have the honour to acknowledge the receipt of your letters of the 8th instant, 22nd April, and 9th March, with reference to the purchase of Mr F Bayly's property at Toko. In reply, I regret that I have not yet been able to proceed further with the negotiations for the purchase of Mr Bayly's property The price is a high one, and I should not advise Mr Bayly to wait if he can find another purchaser." Then there is another letter, dated the 10th June, 1903, from Mr Major to Mr Barron.

The Chairman. What is the object of this evidence, seeing Mr Major admits the sale of the property?

Mr Major I admit all these letters.

Mr Myers I understand that the Committee will have to report to the House as to whether the transactions were proper.

Right Hon. Sir J G Ward I think it would be better to let the matter go on.

Mr Myers Perhaps Sir Joseph Ward would allow me in the other matters to see the files myself in the company of an officer of the Department.

Right Hon. Sir J G Ward I only want the ordinary course to be followed. I think it would be better to get the facts from Mr Ritchie.

The Chairman I want to conduct the proceedings on the lines adopted in the usual course.

Mr Ritchie: On the 10th June, 1903, Mr Major again wrote to Mr. Barron, 'I am informed that the Government has decided to purchase for railway purposes the long narrow strip of land that was divided from the other portion of the property by the main road. This now leaves a compact block of land of about 880 acres. I hope that the Board will decide to acquire this property and cut it up into small sections. I am confident that there will be a keen demand for the land.' On the 12th June Mr Barron acknowledged that letter "I am in receipt of your letter of the 10th instant, in further reference to the sale of the property of Mr F Bayly at Toko. In reply I beg to state that the offer will receive consideration as soon as possible.' There is a memo here to Mr Barron initialled by Mr Seddon, "Purchase of land from Mr Bayly at Toko Mr Barron, how does the matter stand?" That is dated the 4th July It is just a slip of paper stuck on the file.

12 *Mr Myers.*] What date is that?—I think it is the 4th July, 1903, as far as I can make it out. Then there is the report of a Board meeting at Stratford on the 29th July, as follows: "A meeting of the Taranaki Land Purchase Board was held at the County Hotel this day Present—Mr A. Barron, Chairman; Mr James Mackenzie, C.C.L., Mr John Heslop The Board considered an offer made by Mr C E Major on behalf of Mr Fred. Bayly, of 880 acres, Subdivisions 1, 10, 12, 14, and 16 of the Toko Block, at £12 10s. per acre. Resolved to recommend that an offer be made of £12 10s. per acre. Also that the sum of £450 be given for improvements made since the property was first submitted to the Board, conditional on two dwellinghouses, with the sheds and yards as specified, being completed as promised, also that the section-lines be fenced as agreed upon. Resolved also, That an offer be made of £20 per acre for about 5 acres of Section 8, Block 16, to give access from Gordon Road to Division 10." There is then a reference to other properties, and the report is signed by Mr A. Barron, Chairman; Mr James Mackenzie, Commissioner of Crown Lands, and Mr John Heslop

13. Was there a valuation from the Government Valuer or any other person; or does it appear that the Land Purchase Board purchased on its own valuation?—Mr Barron's valuation appears to be the only valuation on the file.

14. *Mr Fraser*] In that report do you read that the Board decided to purchase at a particular price?—Yes, £12 10s. an acre. On the 1st August, 1903, Mr Barron reported to the Prime Minister the results of the Board's deliberations; that went to Cabinet on the 2nd August, and the recommendation was approved for purchase.

15. When was the recommendation approved?—On the 2nd August.

16. And the purchase was at £12 10s.?—Yes.

17 By what name is that estate known now?—Clandon.

18. *Mr Myers.*] I think, Mr. Ritchie, that would be the only estate acquired for some time in the district, the next was Mr Alfred Bayly's?—Yes, as far as I know

19 I want to bring you to Mr Alfred Bayly's property There is nothing else on the file in reference to Mr Fred. Bayly's property?—No. The other correspondence is only departmental correspondence about the cutting-up.

20. Just before we pass on to Mr Alfred Bayly, do you know whether at the time the Government purchased the property Mr. Frederick Bayly subdivided?—No, I do not know

21 Let us come, then, to the late Mr. Alfred Bayly's estate: First of all, how many miles is that property off Mr Fred. Bayly's estate?—I cannot tell you.

22 It is at Toko?—It cannot be far distant.

23. I am told that these are adjoining blocks?—I do not know.

24. Do you mind saying when that was offered to the Government?—The first offer was made by Mr Arndt on the 19th November, 1903.

25. At what price?—£12 10s. per acre.

26. Was a valuation obtained, or a report?—No, not at that time.

27 What happened with regard to that?—It was allowed to stand over, and there does not appear to have been anything done until the 16th April, 1904.

28. Was there any correspondence between the member for the district or any member?—There is nothing on the file. There is nothing except correspondence between Mr Barron and Mr Arndt. On the 16th April the following letter was received from Mr Seddon: "I have received a letter

from Mr C. E Major, M.H.R., of Hawera, in reference to Mr A. Bayly's property at Toko, and suggesting that it would not be out of place to have the property in question inspected with a possible view of its acquisition by the Government. I have replied to Mr Major that I would mention the matter to you.—R. J SEDDON "

29 What happened then?—Mr Barron reported to the Premier on the 6th July

30 Just indicate briefly the report and value if there is one given?—Mr Barron asked for instructions, and writes, " New Plymouth, 6th July, 1904.—In accordance with your instructions, dated the 16th April last, I inspected the property of Mr Alfred Bayly yesterday The estate contains 2,028 acres, and is offered to the Government at £12 10s. per acre. The land-tax value is a little under £7 per acre. It is situated on the Toko Road, about three miles from that township and about nine miles from Stratford. The road is good, and metalled up to the boundary, but within the estate it is merely formed. The gradients are fairly available for heavy traffic, but gravel or road-metal is scarce and expensive. The formation is sandstone and papa, with some indications of shell rock. About 900 acres on the bank of the Patea River is level ploughable land, say 770 acres near the homestead and in the Manager's Valley, 100 acres on the Mangahu River, which joins the Patea on the estate, and 30 acres small flats on the river-side. The homestead is occupied by Mr Symes, and there are six other dwellings, with milking-sheds and yards. Five of these dwellings are occupied by tenants, who occupy from 70 to 180 acres each, fenced and in grass. Mr Bayly supplies cows and the house and yards ready for milking, and takes 50 per cent. of the gross results of the sale of the milk, pigs, and calves; the tenant provides a horse, cart, harness, milk-cans, and incidentals. About 1,000 acres are at present let for dairying in this way, and the results to the tenants are said to be fair, but not quite satisfactory. There is a creamery on the roadside about one mile within the estate from the Toko side, but it is not at present in operation, having ceased last month for the winter Each tenant will probably cultivate a few acres for turnips, and close a hay-paddock for winter food. The winter is said to be cold, subject to heavy fog and frost, although I believe it is warmer than near the mountain at Stratford. Altitude about 200 ft. below Stratford. From inquiries made I think that the present milkers would not be likely to have sufficient capital to take up their present holdings on lease in perpetuity, and it becomes doubtful if the Government should disturb them. If a scheme could be devised for taking over the property as it is, with cows and everything in going order, it would be greatly to the advantage of the lessees to pay 5 per cent. rent on everything instead of 50 per cent. of the gross proceeds. For example, Mr Taylor, who last year milked forty-five cows with the help of his well-grown son and daughters, probably made an average gain to himself of £14 per month for nine months from 180 acres—say, £130 per annum—and pays, say, £130 per annum rent. His rent of a lease in perpetuity would be about the same, but the 180 acres would run eighty cows, which would yield on the same terms £11 per month more for nine months—say, £100 per annum. The eighty cows would be worth £400, and at 10 per cent. interest and sinking fund would give a rent for the stock of £40 per annum, and for land, say, £130 per annum—total rent, £170. Estimate gross proceeds of milk, £450 per annum, leaving £280 per annum to maintain his family, and, should his profits exceed a fair wage, then the balance above that to pay off his stock in addition to the 5 per cent sinking fund. To cut up the estate an additional road would have to be made, which, with loss of area, would cost not less than £1,000; other expenses and survey, say £500 contingencies, £300, or a total of 17s. 9d. per acre. The buildings are worth about £1,450. The land would have to be put in the market by the 1st September when the milking season begins, and, as this is unlikely to be effected this year, because of negotiations, survey, &c., possession should wait until about June, 1905. If Mr Bayly's land can be obtained at a fair price—say £9 per acre—then I think it could be disposed of It is difficult to say what demand there will be next season for dairy farms, so much depends on the butter-market, but, even if butter did decline, the property at present rates would pay as grazing-farms in larger areas. I shall await your instructions before proceeding with a statutory valuation and further negotiations."

31 The point I want to make is, the land-tax is under £7 per acre?—A little under

32 Do you know who the Mr Symes was who is spoken of as a lessee?—No.

Mr Major He is a sawmiller, and is no relation of Mr Walter Symes.

Mr Ritchie There is a letter from Mr Bayly, dated 28th July, 1904, to Mr Barron, asking what is to be done about it, and on the 4th August Mr Barron wrote Mr Bayly, " I have the honour to acknowledge the receipt of your letter of the 28th ultimo, forwarding statement of milk supplied, &c., and in reply I have to inform you that the Government has now decided not to proceed further with the negotiations for the purchase of your property " I neglected to say that the long letter I have just read was submitted to Cabinet on the 23rd July, and was initialled in Cabinet on the 31st, " Declined, no further action." Then Mr Arndt was asked by Mr Barron on the 31st August, 1905, " With reference to your offer of Mr Alfred Bayly's estate near Toko, it is found that the price of £12 10s. asked for the property is considerably in excess of its value to the Government. I have therefore to inquire if this is the lowest price Mr Bayly will accept, or if he will take something nearer what the Board believes to be its value. If so, please quote your price, and it will then be considered if further steps should be taken."

33. Does the file show how the matter arose again?—No. There is a small memo. here, but I do not know what it is. I think it is written by a clerk: " A. Bayly Ascertain if owner will reduce price prior to further action Bd.—25/8/05."

34. There is nothing to show how the matter arose again?—No. Then there is the usual instruction form from the Premier to proceed.

35 Does the file show the reference?—I see this is signed on the 30th August by the Premier There is no letter from Mr Barron to the Prime Minister

36 There must be a number of papers or letters not on the file?—I am not aware of it.

37 Where is Mr Barron's letter?—He may have sent it up to have it signed. There is the usual printed form of instructions.

38. You have had no reply yet from the agent?—No. This was the day before Mr Arndt was written to. This is the 30th August, and Mr Arndt's letter was the 31st. There does not appear to have been anything more done until the 28th June, 1906.

39. There is nothing more on the file?—No, not to show what was done.

40 What is the next date?—The letter from Mr Walter Symes of the 20th June, 1906, forwarding a petition to the Hon. Mr Hall-Jones, who was then Acting-Premier

41 Do you mind reading that?— Wellington, 28th June, 1906.—Hon. William Hall-Jones, Premier, Wellington.—DEAR SIR,—I beg to forward you herewith a petition from Mr G. A. Eagles and forty-eight others, being all settlers in Toko, asking that Mr Alfred Bayly's property of 1,900 acres be acquired under the Land for Settlements Act. The property is practically subdivided; there are forty paddocks fenced, six houses, and five milking-sheds and yards. There is a creamery and school on the property, a metalled road to the property, and it is two and a half ($2\frac{1}{2}$) miles from Toko Township and Railway-station Two hundred acres of the property has been cleared and ploughed, and last winter it carried 1,900 breeding-ewes, 260 milch cows, 200 store cattle, and about 20 horses. It is really a very fine property, thoroughly adapted for dairying, and is capable of being cut into smaller areas than is held by those who are milking on shares with the present owner, who, as the petition states, will not renew his agreement with them: they are therefore very anxious to continue; but Mr Bayly himself has assured me that he is tired of the share principle, and will sell all the cows off and restock with sheep. If this is done it will be a big loss to the district, drive five or six families out to seek employment, which means closing the school, as there will not be sufficient children left to keep the school open. This in turn means driving the settlers who are living in the locality away, or bringing their children up without education I was asked by the settlers to interview Mr Bayly on the subject of selling in the way suggested by petition This I have done, and he is willing to sell at £11 10s. per acre. The price is reasonable—in fact, cheap for land in that district, none of which can be got for less than £14 to £16 per acre. In fact, Mr Barron, the Chairman of the Land for Settlements Board, something over a year ago valued 1 000 acres of his property at £14 per acre, and it has increased in value considerably since then. It will be necessary to deal immediately with this, as the milking season starts in August, and some of the agreements either have expired or do so immediately I shall be very glad to give you or the Land for Settlements Board any further information, but I strongly recommend the acquirement of this property in the interests of the district and colony If cut up into areas of from 100 to 300 acres it will be rushed for at Mr Bayly's price.—Yours faithfully, WALTER SYMES."

42. *Right Hon. Sir J G Ward*] Will you kindly say which Mr. Barron that is?—Mr A. Barron, Chairman of the Land for Settlements Board.

43. *Mr Myers*] Mr Symes writes on that date recommending this property to the Government?—Yes.

44. Mr Symes was member for the district?—I believe so.

45. Does that letter show any indication of its being signed by Mr Symes as an agent?—No, I do not think so.

46 It is written on General Assembly Library paper?—Yes, as member for the district. Mr Hall-Jones notes it on the 10th July, "Mr Barron,—Kindly ascertain if Mr Bayly is prepared to negotiate upon a reasonable basis.' On the 11th July there is a letter from Mr Hall-Jones to Mr Walter Symes acknowledging receipt of the petition: 'I have the honour to acknowledge the receipt of your letter of the 28th ultimo, with which you forward petition signed by Mr G A. Eagles and forty-eight other settlers at Toko, asking that Mr Alfred Bayly's property of 1,900 acres might be acquired under the Land for Settlements Act. In reply thereto I have to inform you that I have carefully noted your representations, and also the contents of the petition, and have instructed Mr Barron, the Land Purchase Inspector, to make inquiries into the matter"

47 Yes, what next?—Then on the 12th July a letter was written by Mr Barron to Mr Bayly as follows: "A petition has been presented to the Government praying that your estate near Toko should be acquired under the Land for Settlement Act, and I am to ascertain if you are still willing to sell, and at what price. I understand you have sold the principal house and some land occupied by Mr Symes in 1904, and if you are agreeable to negotiate please state the area now left, and give section-numbers or a map. I understand your price is now £11 10s. per acre, but I think it is unlikely that the Land Purchase Board would go as high as that rate."

48. Now will you go on from there?—There is then a telegram on the 14th July from Mr Walter Symes to Mr Barron, sent from Stratford, as follows. "Will be pleased to drive you out to Toko if you will advise me when you are to arrive here."

49 Please go on?—Then there is a valuation or report on the property by Mr J. Barron, the Crown Lands Ranger.

50. I do not think it is necessary to read the whole report. I think it will be sufficient if you will give us the valuation and any recommendation that is made?—It says, "The estate is a good one, the soil having a fairly heavy black mould, and of fair depth on the lower parts. On the higher ground the soil is also good, but not so heavy. The property is well grassed and watered. About 1,400 acres will cut up into suitable dairying farms. I estimate that the estate can be subdivided into ten farms, varying in size from 100 to 460 acres."

51 The report also states that the unimproved value is £7 11s. 8d. per acre?—Yes.

52. Amounting to £14,407; estimated value of improvements, £6,393 which makes a total capital value of £20,800?—Yes.

53. The improved value is assessed at £11 per acre?—Yes.

54. Then we need not bother to read the report. What is the date of the report?—24th July, 1906. It is Mr J Barron, the Crown Lands Ranger's report, and on the 25th July, the next day after Mr Barron's reply, the Board met at Stratford, consisting of Messrs. A. Barron (Chairman), W C. Kensington, Ivan Simpson, and John Heslop. Mr Simpson is the Crown Lands Commissioner, and the recommendation of the Board is, "The Board recommends the Government to offer Mr. Bayly for the 1,900 acres of Toko B a price not exceeding £11 per acre."

55 What happened then?—The recommendation is sent to the Government on the 27th July, and on the 11th August the recommendation is approved of £11 per acre in Cabinet.

56. Then what next?—Then on the 21st August Mr Barron advised Mr Bayly as follows "With reference to negotiations with you for the purchase of Toko B, containing about 1,900 acres, I am now authorized to offer you at the rate of £11 per acre for this estate, with all the improvements now standing thereon and connected therewith. Payment to be made in cash or in 4-per-cent. debentures having a currency of five or six years. Possession to be given on payment, and a transfer to the King being duly executed by you as soon as practicable. The area to be subject to revision or survey as may be found to be necessary I hope to hear from you soon, and that possession can be given within, say, one month, otherwise it may be best to wait till next year"

57 Then what happened?—On the 24th August Mr Bayly wired accepting offer and stating, "When will you take possession? Suggest about two weeks. Reply sharp, as I want to arrange stock-sale."

58. Then what next?—The following correspondence is only departmental to the Commissioner of Crown Lands about the survey

59. *Mr Skerrett.*] What was the total area?—1,911 acres at £11, making a total of £21,021

The Chairman Do you desire to ask any questions, Mr Major?

Mr Major I do not desire to ask any questions, Mr Chairman, but I have a statement to make.

Right Hon. Sir J G. Ward I want Mr Ritchie sworn.

(Witness sworn accordingly)

60. *Right Hon. Sir J G. Ward.*] How long have you been Land Purchase Commissioner, Mr. Ritchie?—About a year

61 During the time that you have been Land Purchase Commissioner, has any attempt at pressure or representation been made to you to purchase any estates in this country?—Not the slightest.

62. Either by the Minister in charge of the Department or any other member of the Government?—No, not in the slightest.

63. Has there been any attempt at interference with your duties in any way whatever?—No, not at all.

64. Has any member of the Ministry attended any meeting of the Land Purchase Board when considering any estate under offer?—No.

65. Has any estate been purchased upon the recommendation of the Board at a higher price than that recommended by the Board?—No.

66. *Hon. Mr Millar*] Mr Myers drew special attention to the fact that the valuation was high as prices usually went. Can you say, during your term of office, what has been the biggest difference between the price asked for an estate and the price at which it is set down in the land-valuation roll?—I have had instances where it has been as much as £9 and £10 per acre.

67 Nothing more?—I cannot very well remember them all. I know particularly of one estate which is standing now in the valuation roll at £9 or £10 an acre less.

68. I think we have had them at as much as £40?—I am referring purely to ordinary farming-land.

69 I mean farming-land cut up for small settlements?—I have not been dealing with very small ones, but ordinary farming-lands. I might say that the valuation was made a good many years ago—it is an old valuation.

70. From your experience of the Assessment Court, where lands have been taken compulsorily, have you found any great difference between the price awarded by the Assessment Court and the price at which it is set down in the valuation roll?—I have not dealt with any lands taken compulsorily in my time.

71 *Mr Massey*] Your evidence is merely with regard to what has taken place during the last twelve months or thereabouts?—Yes.

72. *Mr Allen.*] On the 31st August, 1905, there was a letter from Mr Barron to Mr Arndt asking if £12 10s. was the lowest price?—Yes.

73. Was there any reply to that?—No, there was a lapse in the correspondence for some time—there was nothing done for nearly a year

74. On the 28th June Mr W Symes forwarded a petition, and the petitioner wrote a letter, in which he made this statement: "Over a year ago Mr Barron had valued it at over £14." Is there any record of that valuation?—No, nothing on the file.

75. You are not able to say whether Mr Barron did value 1,000 acres at £14?—No.

76. What Mr. Barron is that?—He mentioned A. Barron

77 *Mr Fraser*] Mr Ritchie, you have had some experience as to the rise and fall of dairy-produce during years past?—Yes.

78. Was there much rise in the value of dairy-produce from 1903 to 1906?—I do not think there was a very great difference there may have been 1d. per pound in butter It has been higher within the last few years. I cannot remember just now the exact prices. There has been a considerable increase, because it has been rising since 1903 up to the present time.

79. Would that in any way account for the rise in the value of land from 1903 to 1906?—Yes, undoubtedly There has been a rise in the value of dairying land right through up to the present day.

80. You do not know what the land-tax value for this land was in 1906?—It is here: it was given as a little under £7

Mr Myers I propose to call the Valuer-General to prove that.

81 *Mr Fraser.*] You do not know it?—No.

82 Then, the general rise in the price of dairy-produce might easily account for the rise of some pounds per acre in the value of rural land?—Easily—it has done.

83. In those three years?—Yes.

84. *Mr Reed.*] As what did Mr Major write in those communications, as a land agent or as a member of Parliament?—I think, as a land agent.

Mr Skerrett: If Mr Fraser would look at the letters he would find they are written on ordinary business forms in the ordinary business way

85. *The Chairman.*] So far as your knowledge goes from the documents that have come under your notice, was Mr Major directly or indirectly concerned in the sale to the Government of the property of Alfred Bayly at Toko?—By this file he does not appear to have been. There is nothing on the documents to show that Mr Major was communicated with at all. The communications were sent to Mr A. Bayly himself The offer was sent to Mr A. Bayly, and the sale appears to have been made through him direct.

86. But apart from the documents?—I do not know

87 *Mr Allen.*] What about the letter of the 16th April, 1904?——

The Chairman That is Frederick Bayly.

Mr Allen: No, it is not.

Mr Major I could clear that up in a moment if you would permit me.

The Chairman: Let the witness give his answer as far as he can.

Witness There is a letter from the Premier here to Mr Barron saying that he had been offered the property through Mr Major, but after that there does not appear to have been any communications from Mr Major

88. *The Chairman.*] Read the letter?—The letter states, "I have received a letter from Mr C. E. Major, M.H.R., of Hawera, in reference to Mr. A. Bayly's property at Toko, and suggesting that it would not be out of place to have the property inspected with a possible view of its acquisition by the Government. I have replied to Mr Major that I would mention the matter to you.—R. J SEDDON"

89. *Mr Myers*] I have a recollection that I asked you before—but I may be wrong—whether Mr Major's letter was on the file?—No, it is not.

90. *Right Hon. Sir J G Ward.*] In the report from Mr. Barron, the Crown Lands Ranger, that you read, Mr Ritchie, he said the unimproved value of the land was £7 11s. 8d. per acre? Yes.

91. And that the improvements were £6,393?—Yes.

92. Making the value of the land £11 per acre?—That is his figure.

93. *Mr Myers*] There is one point we did not get, and that is the date of the completion of Alfred Bayly's purchase—or the date of his acceptance will do?—The 24th August, 1906.

94. That is the date of the completion?—The date of the telegram from Mr Bayly

95. And when was the transaction completed—soon after?—You mean the payment?

96. Yes, or the execution of the documents?—The 4th October is the date of the office stamp when the voucher was approved.

At this stage, Mr Chairman, I want to put in a volume of *Hansard*, No. 135, page 579, 9th October, 1905, containing a speech by Mr Walter Symes. I will read the portion of it which I wish particularly to refer to, and if Mr Skerrett desires he can refer to any further portion. Mr Symes has been speaking of Crown lands, and he goes on to say, "I know next to nothing about the Land for Settlements Act. There is only one estate in my district that has been acquired under the Land for Settlements Act. That estate was not wisely acquired, and whether it was the Government or the Board who were to blame I am not sure; but, whichever it was, they gave £2 10s. per acre more for that land than I could have bought it for And the strange thing is that when they bought that land the owner of it was cutting it up, whilst lands that had been offered to them that were not being cut up they would not look at. I am not quite certain whether it is the head of the Department who is at fault, but the Government seem to be quite powerless or quite indifferent about the whole matter so far as my district is concerned. I am satisfied that if they had asked my opinion in regard to the estate they acquired I should at once have advised them not to buy it at the price they gave for it."

97 *Mr Buchanan.*] That is Mr Bayly's land?—No, Mr Frederick Bayly's. Mr Alfred Bayly's land was acquired less than a year after that speech.

FREDERICK WILLIAM FLANAGAN sworn and examined. (No. 12)

1 *Mr Myers.*] You are the Valuer-General?—Yes.

2. You were asked to produce copies of entries from the valuation roll in regard to two properties—namely, the property purchased by the Government from Frederick Bayly, and the property purchased by the Government from Alfred Bayly?—Yes.

3. You have the necessary copies here?—Yes.

4. Take the first place, Frederick Bayly's property?—The Frederick Bayly property consisted of 944 acres. It is entered on the valuation roll of 1897 as follows: "Unimproved value, £1,900; capital value, £4,555."

5 *Mr Buchanan.*] Have you the acreage value?—No, but, of course, it can be worked out. In 1897, the year I have mentioned, the value already stated was reduced, the unimproved value being unaltered, but the capital value being reduced from £4,555 to £4,355 In 1900 a loan valuation was made for the Public Trust Office, the unimproved value being entered at £4,144, and the capital value at £8,496. In 1901 a revised valuation of the property was made, the unimproved value being fixed at £4,144, and the capital value at £8,496, these figures being the same as in 1900. I am giving you the actual extracts from the valuation roll. In 1903 there was a special valuation made for the Lands Department, the unimproved value being £8,404, and the capital value £12,602.

6. Is that for land-settlement?—It was a special valuation for the Lands Department. I cannot say whether it was for the Lands Department or for the Land for Settlements Department. In 1904 the land had been subdivided, and was known as the Clandon Settlement. A valuation was entered on the roll as follows: "Unimproved value, £4,012, capital value, £8,281"

7 Was the area the same?—The area is practically the same as in 1903. It had been subdivided into allotments.

8. *Right Hon. Sir J G Ward.*] Is there not something wrong there?—No. The valuation of 1904 is an adjustment of the valuation made in 1901

9 *Mr Massey*] Then, what was the value in 1903—the capital value?—The valuation in 1903 was entered on the supplementary roll, and was not, therefore, used for rating or taxation purposes.

10. *Mr Myers*] Then may we take it, Mr Flanagan, that the £12,602 was probably the valuation for the Lands Settlement Department?—Yes.

11 But then the following year it was valued for taxation purposes at £8,281?—Yes. I may say that when a special valuation is made it is put on the supplementary roll, and the ordinary roll valuation cannot be altered till the 31st March next following.

12. The figures could not be altered?—No, they could not be altered under the law

13 But it was altered in 1904, was it not?—The 1904 valuation was the ordinary roll valuation. The valuation in 1903 was a special valuation. In 1909 a revised valuation took place, and it was entered on the ordinary valuation roll, the unimproved value being £7,246, and the capital value £12,670.

14. You have now brought it up on the roll to about the price which the Government paid for it?—I do not know the price paid, but it was brought up close to the value in 1903. I cannot tell you the price paid by the Government—there was a special valuation made for the Government —but the 1909 valuation brought the property up to practically the special valuation of 1903. [Copies of entries from valuation roll handed in—Exhibit CC.]

15. Now come to Alfred Bayly's property?—The area of Alfred Bayly's property was 2,011 acres. In 1897 the unimproved value was £5,000, and the capital value £10,374. In 1901 a revised valuation took place, the unimproved value being £5,773, and the capital value £12,292 In 1907, when the property had been subdivided and was known as Huinga Settlement, the unimproved value was £6,107, and the capital value £13,009

16 *Mr Allen.*] Was that for the same area?—Yes, practically—1,853 acres on subdivision, and areas kept out for reserves and roads, &c. In 1909 a revised valuation took place, the unimproved value being £13,250, and the capital value £23,377 In 1897 there were 2,011 acres in the property, in 1901, 1,841 acres (a revised valuation), and when subdivided 1,853 acres.

17 *Right Hon. Sir J G Ward.*] In regard to the valuations of Frederick Bayly's property, was the acreage the same in 1900, 1901, 1903, 1904, and 1909?—The areas at these dates were as follows: In 1900, 944 acres· 1901, 944 acres; 1903, 881 acres; 1904, 880 acres; 1909, 880 acres.

18. *Mr Allen.*] Can you give the acreage of Alfred Bayly's property in 1909?—1,853 acres.

19 *Right Hon. Sir J G Ward.*] What is your experience, Mr Flanagan, in connection with the values of lands by the owners as against the values of lands when the Government purchases—do they vary?—Yes, my experience is—and I have had experience in Canterbury and elsewhere as Commissioner of Crown Lands—that the amounts asked by the owners are largely in excess of the Government valuations in every case.

20. What is your experience in connection with the valuation roll for taxing purposes—do the owners usually give the full valuation of their land for taxation purposes?—No, they do not. My experience is that when owners seek loans they want the values to go up, and when they have to pay taxes they want values to go down.

21 So that the owners' values either for advancing purposes by way of loans or for taxation purposes cannot be accepted as reliable?—No, they cannot.

22 *Mr Buchanan*] Do you recollect an offer of 10,000 acres, at £7 an acre, by a Wairarapa settler——

Right Hon Sir J G Ward If you are going into that I will bring up a case where Mr Buchanan interviewed me with a number of people to purchase land at £8 over its value.

The Chairman I gave a ruling at the beginning, and the Committee desired this matter gone into. It has been opened, and I cannot see that I can prevent you putting the question

23 *Mr Buchanan*] Do you happen to know of a case of 10,000 acres being offered to the Government at £7 an acre, the property being within quite a short distance of Masterton, and it was refused by the Government?—No, I have no knowledge of it.

24. Would you be surprised to know that that property has since been cut up and most of it sold at from £12 to £13 per acre?—My answer is that I have no such knowledge.

CHARLES BAYLY sworn and examined. (No 13.)

1 *Mr Myers*] You are a sheep-farmer?—Yes.
2 Living where?—At Toko.
3. The late Mr. Alfred Bayly was your brother?—Yes.
4. When did he die?—In December, 1907
5. And you are one of his executors?—That is right.
6. Were you living in Taranaki at the time he sold his property to the Government?—Living at Toko.
7 By the way, how near is that place of your late brother's to the place which your brother Frederick Bayly sold to the Government?—By a direct line or by the road?
8. We will take it both ways?—About seven miles by road, and in a direct line about three miles, I should say
9. Do you remember the time when your brother Alfred sold the property to the Government? Yes.
10. Do you know Mr Walter Symes?—Yes.
11 Did you know him at that time?—Yes.
12 Do you know of any connection of any sort of his——
Mr Skerrett I object.
The Chairman Yes, it is taking the form of a leading question, which is not permissible.
13 *Mr Myers*] Have you gone through your brother's papers carefully?—Yes.
14. Have you found any——
Mr Skerrett: I object to this.
The Chairman The papers should be produced first.
Mr Myers: I am going to produce.
Mr Skerrett Then produce at once.
15. *Mr Myers* (to witness).] You have a document in your pocket?—Yes.
16. Will you produce it?—Certainly [Promissory note, Exhibit EE, put in]
17 "Promissory note, 10th September, 1906. Two months after date I promise to pay Walter Symes or order the sum of three hundred pounds.—(Signed) ALFRED BAYLY.—Due 13th November, 1906; and indorsed "Walter Symes." That is the document?—Yes. I obtained the document from the Bank of Australasia at Stratford.
18. Do you know what that was given for?——
Mr Skerrett: I object to this. He can be asked if there is any entry in the books.
19. *Mr Myers*] Is there any entry in Mr Alfred Bayly's books showing what that was for?—Certainly not.
20. Were you present at any conversation or did you have any conversation about that time when the bill was given or before then?—With Mr Symes and my brother? Not that I know of I may have been.
21 Do you know from Mr Alfred Bayly's books of any business transactions between himself and Mr Symes?——
Mr. Skerrett I object again. If there is any entry in Mr Bayly's books they can be produced.
The Chairman I cannot allow secondary evidence, Mr Myers. Where are the books?
22 *The Chairman.*] Have you the books here?—I have the bank-book.
Mr Myers If there are any books they will be produced.
The Chairman Are there any?
Mr. Myers That is all I asked him.
The Chairman: Your other question was different.
Mr Skerrett Are the books here? I should like to see them.
The Chairman: It is better to have the books if possible, and not secondary evidence.
Mr Myers: Very well; we will get them here for you.
Mr Massey I should like to ask whether this is a Court of law, a Court of equity, or a parliamentary Committee, or what it is?
The Chairman: Well, Mr Massey, the desire has been to conduct these proceedings on the lines, as far as we can, of a judicial inquiry While I have been here I have endeavoured to rule——
Mr Massey I am not finding fault with you.
Mr Myers One has had a large amount of experience in parliamentary Committees, and one is not bound by the ordinary rules, and when one raises a point one is told that we are not bound here by the strict rules.
The Chairman I understand that, being a barrister, I was selected as Chairman, and I take it that I therefore have to rule in connection with the points raised according to Court procedure and the law of evidence.
Mr Buchanan The fact of a barrister being in the chair has nothing to do with it.
The Chairman The proceedings are of a judicial character The fact of my being appointed Chairman by reason of being a barrister serves to indicate that I should rule in a judicial way However, if that is not the desire of the Committee, and the Committee says so, I will conduct the proceedings of the Committee differently, and will not so rule.
Mr Skerrett If it is suggested that there is £300 commission, the books should be here, and I should be able to examine them. What hardship is there in having the books produced? Until the books are produced why should any reference be made to their contents?
Mr Myers I do not object to the ruling, but if the witness says he has looked through them and there is no entry, it occurs to me there is hardly any use putting the country to the expense of keeping Mr Bayly here for the next two or three days or sending him back to get the books.

Mr Skerrett If Mr. Bayly says there are books, surely there must be some entries about the purchase-money

23. *Mr Myers* (to witness).] What books have you got, Mr Bayly?—Only the bank pass-book.

24. Was there any ledger of your brother's?—No.

25. Or any papers relating to this purchase?—No.

Mr Skerrett: You will see, Mr Chairman, the false inference that could have been created if the question had been put, "Have you any entries in Mr Bayly's books relating to this matter?" The inference would be that they would have reference to transactions between Mr Bayly and Mr Symes.

The Chairman I think now that the Committee will recognize the soundness of my ruling

26. *Mr Myers*] Were you living near your brother?—Yes.

27 Did you know what Mr Symes's business was in Stratford?—I cannot say I did.

28. Have you the bank pass-book here?—Yes. [Pass-book handed in—Exhibit FF]

29. There is a payment into the bank of £21,026 on the 11th October by Messrs. Malone, Anderson, and Johnston?—That is right.

30. And this promissory note appears as an entry on the 13th November as a payment out of Mr Bayly's banking account of £300?—Yes.

31. *Mr Massey*] What was the due date of the promissory note?—The 13th November

32. What was the date of the payment into the bank of the £21,026?—The 11th October

33. *Right Hon. Sir J G Ward.*] What was the date the promissory note was drawn?—The 10th September, 1906.

34. *Mr Myers*] You say you did not know what Mr Symes's occupation was?—That is so.

35. You were living in the neighbourhood of Toko?—Yes.

36. How near your brother?—Just across the road.

37 Did you constantly meet him?—Yes.

38. Did you and he know fairly each other's business, or know at all?—Yes, to a certain extent.

39 Do not answer this question for a moment——

Mr Skerrett I object to the mention of any conversation between this gentleman and his brother

Mr Myers: I have told the witness not to answer this question in case there may be a valid objection to it, and if the question is ruled inadmissible I take it that it will not be taken down on the notes.

Mr Myers (to witness).] Leaving out of consideration anything to do with the sale of the property altogether, did you ever hear——

Mr Skerrett I object to the question.

Mr Myers: Surely the question may be asked.

Mr Fraser It is not being taken down.

Mr. Skerrett I do not care; it is open to the Press to report it.

Mr Fraser Oh, yes!

Mr Skerrett: A question which is obviously inadmissible and which is a question for inference ought not to be asked. A question which takes the form of "Did you hear" must necessarily be objectionable.

The Chairman: Undoubtedly

Mr Myers I should have thought that the Press would not have taken note of any such question, or have taken any note of any question which is ruled inadmissible.

The Chairman: Full reports in the Press have not been given, and all the rulings as to what questions were inadmissible are not made known.

Mr Myers The question I was going to ask is whether, quite apart from this transaction, this witness ever knew of any business relations between his brother and Mr Symes.

Mr Skerrett It can only be by hearsay I would point out that we have already got that from the witness. I do not object to any conversation of any sort or kind between Mr Symes and the witness or Mr Symes and his brother if the witness was present, nor have I objected to any entry in Mr Bayly's books, but to ask these general questions——

The Chairman. The question is not free from objection.

Mr. Myers Well, I will not press it. I will call Mr Symes later on

41 *Mr Myers* (to witness).] I will ask you this question first You say you never had any conversation with Mr Symes about the matter?—No, not that I can remember

42. And you were not present at any conversation between him and your brother that you can remember?—No.

43 *Right Hon. Sir J G Ward.*] Were you trustee for your brother Alfred, who is dead?—Yes.

44. As trustee, are you able to inform the Committee whether the full payment was made for the 1,853 acres—whether the full payment was paid into your brother's banking account?—As far as I know, it was.

45. Was the £21,026 which appears in the bank-book as paid on the 11th October the total payment issued by the Government?—As far as I know, the £21,026 would be.

46. That was the full payment?—As far as I know, yes.

47 Do you know what price your brother sold his estate to the Government for?—For £11 or £11 10s.

48. So that the £21,026 paid into the bank on the 11th October represents, as far as you know, the purchase-money for the estate?—Yes.

49. Can you inform the Committee where that £21,026 came from—who paid it?—Malone, Anderson, and Johnston: they were acting, I think.

50. Who did Malone, Anderson, and Johnston represent? Did they represent your brother? —I could not tell you.

51 They are a firm of solicitors at Stratford?—Yes.

52. Well, it is quite evident from the bank-book that the amount of £21,026 15s. 6d. was paid in by Malone on the 11th October?—Yes.

53. So far as you know, that was the full amount of the purchase-money for the estate?—Yes, so far as I know

54. *Mr Fraser*] Was that payment made through a firm or paid direct by the Government? —Through a firm of lawyers at Stratford.

55. Were those lawyers acting for your brother?—I do not know whether they were.

Mr Skerrett: I understood the arrangement was that Mr Major was now to give evidence.

The Chairman: Mr Major was to have the first opportunity Have you closed your case, Mr Myers?

Mr Myers: No, I call Mr Symes.

Mr. Skerrett: I object to Mr Symes being called till the case is concluded.

The Chairman Is Mr Symes being called as a witness against Mr Major in respect of charge No. 1?

Mr Myers: No; we are dealing with charges Nos. 1 and 2

The Chairman: I think I asked you whether you were going to deal with the charges together.

Mr Myers: And I said Yes. I call Mr Symes.

Mr Skerrett I object to Mr Symes being called, because the arrangement made was that Mr Major's case should be proceeded with this morning, and I object also to Mr Symes being called until the whole of the evidence against him is concluded, and then I propose to call him myself That is the ordinary course of procedure.

Mr Myers: If my friend says he is going to call Mr Symes, I am quite satisfied.

The Chairman: That settles the matter

The Chairman (to Mr Major): You have heard the evidence given: if you wish to make any statement or give evidence you may do so.

Mr Major I wish to discover what I have been guilty of

The Chairman: Do you desire to give evidence?

Mr. Major: Yes, directly I know what the charge is.

The Chairman: I will read it. The charge which is made by the member for Stratford, Mr Hine, is as follows: "(1) That Charles Edwin Major, in or about the year 1904, while a member of Parliament, conducted the sale to the Government of a property of Frederick Bayly at Toko, and received from the said Frederick Bayly a commission or sum of money for so doing." In the other charge you are coupled with Mr Symes as follows: "(2.) That Charles Edwin Major and Walter Symes, or one of them, in or about the year 1905, while both members of Parliament, conducted the sale to the Government of a property of Alfred Bayly at Toko, and received from the said Alfred Bayly a commission or sum of money, which the said Charles Edwin Major and Walter Symes divided."

Mr Major: I propose to say what my knowledge is of the transactions.

The Chairman: Do you want to give evidence on oath?

Mr Major: Yes, I want to give evidence.

CHARLES EDWIN MAJOR sworn and examined. (No. 14.)

1 *The Chairman.*] What are you?—A land agent.

2. Where do you reside?—In Auckland.

3 You were a member of the House of Representatives for some time?—Yes.

4. When were you first elected?—From 1902 to 1908, I think.

5. You were a member of the House during that time?—Yes

6. You are not a member of the House now?—No.

7 You stood for election as a candidate at the last election?—Yes.

8. And were not returned?—No.

9. Who was your opponent?—Mr Pearce, the member for Patea.

10. Now I think you had better make your own statement?—Perhaps, Mr Chairman, it would be better to deal with the second charge first, so that I might answer in a few words. The only concern I had with that matter was at the instance of Mr Arndt, who initiated the proposals for the purchase of Mr Alfred Bayly's estate. He came to me and said, "You know this place well" —for the reason that I had land at Toko myself—"you know its value, and you know the advantage it will be to a great number of people there. Will you write a letter to the Premier for me telling him that is your opinion of it?" To which I replied, "If I can help you in any way, Harry, I will." I had no interest in it at that time, nor have I since, and I got no commission. The first I heard of any commission being paid, if it has been paid, is at this moment. That is all the concern I had with the transaction so far as Mr Alfred Bayly was concerned. I knew him well—he was a personal friend of mine.

Right Hon. Sir J G. Ward Would it not be a matter of convenience, Mr Chairman, to clear that matter up first, and get it out of the road?

11 *The Chairman.*] Yes?—I have nothing further to say in regard to charge 2. If there is any question which occurs to the mind of the Committee or to counsel for Mr Symes or counsel for Mr Hine, I will be quite ready to answer any questions.

12. *Mr Myers*] When did Mr Arndt die—about when?—Well, he died during the time Parliament was sitting, but the year he died I could not exactly say I have my ledger here, which would give an indication.

13. I should like to know somewhere about the date?—[Ledger referred to.] I can give you the approximate date to almost within a week. He died some time during the latter end of September or the early part of October, 1905.

14. That apparently would be a year before this purchase of Alfred Bayly's place was completed?—Yes.

15. *Mr Skerrett.*] Charge No. 2, Mr. Major, is that you and Mr Symes divided a commission received from Mr Alfred Bayly in connection with the sale of his property to the Government. Is there any truth in the statement that you received or divided a commission with Mr Symes?—Not the slightest.

16. Have you divided any other commission connected with the sale of lands to the Government with Mr Symes?—No.

17 *Right Hon. Sir J G Ward.*] I want to ask you, Mr Major, in connection with the sale of this property, was any influence exercised by you at any time with any one connected with the late Government in order to effect this purchase?—Do you refer to charge No. 2?

18. Yes?—No, save that I wrote a letter to the Premier I have no memory of having written it except from the reminder I got from the file. I wrote it at the instance of Mr Arndt, saying that the land would be a good purchase—which is proved by the fact that it is now double the value as compared with the price at which the Government acquired it.

19. Have you at any time received any payment from the Government in connection with the negotiations or sale of any land to the Land Purchase Board?—Never in my life, nor have I ever expected any

20. In this property or any other property have you divided any commission which you are alleged to have received with any Government officer?—No.

21 What is your answer to this statement made in the charge connected with Mr Symes—is it true or untrue That Charles Edwin Major and Walter Symes, or one of them, in or about the year 1905, while both members of Parliament, conducted the sale to the Government of a property of Alfred Bayly at Toko, and received from the said Alfred Bayly a commission or sum of money, which the said Charles Edwin Major and Walter Symes divided' ?—It is absolutely untrue. It is evidently a fishing excursion on the part of Mr Hine.

22 *Mr Allen.*] Have you a copy of the letter that you sent to the Prime Minister about April, 1904?—The chances are that a copy could be discovered. I will tell you what I did with reference to that. Before leaving Auckland I telegraphed to a late clerk of mine to whom I assigned my business in Hawera, asking him to forward all correspondence that he could find in connection with any transaction affecting Mr Fred. Bayly's sale. I had no knowledge that I had even written a letter in connection with Alfred Bayly's sale. I wrote to him asking him to send everything down, but I have not heard from him. I do not know where he may be. I wired him on my arrival in Wellington He must be away The documents would be in the Hawera office, I suppose. I turned them over to him, to all intents and purposes.

23. Had you any correspondence with the Land Purchase Board about Mr F. Bayly's estate?—Yes, through Mr Barron. The whole of the correspondence was on the file produced here this morning.

24. The whole of the correspondence is on the file?—Yes.

25. Then, with regard to Alfred Bayly, could you get the correspondence?—There was only one letter I had no memory of sending that till this morning I did not know I had even written the letter, but by reason of the letter from the late Mr Seddon that was on the file and was read this morning, in which he stated to Mr Barron that I had written to him, my memory then came to me that Mr Arndt asked me to write to Mr Seddon bearing out my contention that this was a good bit of property and worth acquiring

26. May I ask, Mr. Chairman, whether, if Mr Major has a copy of that letter, it can be produced?

27 *The Chairman.*] Has not the original been produced?—No, I have not got it. Not being a business letter, the chances are that I would not copy it.

28. *Mr Allen.*] Had you any correspondence about Alfred Bayly's estate?—Not other than as just stated.

29 I understand the whole of the correspondence about Fred. Bayly's estate is on the file?—Yes. There would be only that one letter, and the chances are that if I wrote it at Stratford there would not be a copy, but if I wrote it at Hawera there would very likely be a copy

30. Do you think you have a copy?—If I have a copy I will produce it to the Chairman

31 *Mr Fraser.*] In regard to the charge No. 2, "That Charles Edwin Major and Walter Symes, or one of them, in or about the year 1905, while both members of Parliament, conducted the sale to the Government of a property of Alfred Bayly at Toko, and received from the said Alfred Bayly a commission or sum of money, which the said Charles Edwin Major and Walter Symes divided," you said, in reply to Sir Joseph Ward, that it was not true so far as you were concerned?—Yes.

32 You said "It is absolutely untrue": do you mean absolutely the whole charge is untrue, or untrue so far as you are concerned?—So far as I am concerned. I have no knowledge except so far as I am myself concerned.

33. *The Chairman.*] While you were a member of Parliament did you reside at Hawera?—Yes.

34. What business did you carry on?—As a licensed land-broker.

35. Did you carry that business on all the time you were in Parliament?—Yes.

36. In what capacity did you write that letter to the late Mr. Seddon?—As a friend of Mr Arndt's.

37 *Mr Massey*] And you were a member of Parliament at the time?—Yes.

Mr Myers: There is now the other charge, No. 1

38 *The Chairman.*] Yes. Have you anything to say in regard to that, Mr Major?—Yes, I have to say this that I was well within my rights, both legally and morally, in making that sale, and that I was of the opinion then, and I am still of the opinion, that I was doing something commendable in the interests of the State and to the particular settlers who happened to acquire the land. I was concerned in the sale of two estates, one previous to my becoming a member of Parliament, that of Mr Livingston, near Hawera, and I then received a commission from Mr Livingston for selling to the Government. The land was good land, and the Government acquired it at, I think, £20 an acre, and every acre to-day would sell for from £55 to £60. Mr Bayly's land was sold by me at less than its value at the time, as the documents in the Deeds Registration Office at New Plymouth will show The neighbours there realized that he was selling at less than its value. Had he not sold to the Government I would have sold it to some syndicate, and that syndicate would have made a profit out of the settlers to whom they sold it, so that the settlers would not have been able to obtain it at anything like the price or upon the same terms as they were able to acquire it from the Government, and the Government got good value. I was doing good, and there was nothing surreptitious, nothing hidden, and nothing secret about it. The people in Hawera knew it. I have brought my ledger with me, which shows an entry against Mr Livingston for commission and a credit entry for it. There is no entry so far as Mr Alfred Bayly is concerned, and no entry so far as Mr Symes is concerned.

39 *Mr Myers.*] Have you your books here?—Yes.

40. Do your books show when the property was put into your hands for sale?—I do not know that. I have only brought my ledger with me.

41 Can you say how long it was in your hands for sale prior to its acquisition by the Government?—No, I could not tell you that.

42. Was it in your hands for a considerable time?—I could not tell you that.

43. Had you not been trying to dispose of the property to other people?—That I am not sure of.

44. Was it not your suggestion, and not Mr Bayly's, that the property should be offered to the Government?—That I do not know

45 I am asking you this because it is to lay the foundation for Mr Bayly afterwards. Were you not trying for a considerable time to sell this property privately, and was not the proposal to sell to the Government an afterthought and suggestion of yours?—No, I think not. I could not answer positively upon that, for the reason that my memory will not serve me.

46. Were you a member of the House when Mr Symes made his speech that I have referred to in regard to this Clandon Estate?—What date?

47. The 9th October, 1905?—Yes.

48. Do you know that he complained about this purchase, and said the country had paid £2 10s. per acre too much for it?—I may have known of it at the time, but it is completely obliterated from my memory, and if I had known it I had forgotten it until you read it.

49 Would you mind telling me at what price you were offering this estate to private people before offering it to the Government at £12 10s.?—It was offered to the Government at less than it was likely to be offered to any one else, because I submitted very many properties to the Government at different times, and I knew the difficulty there was in dealing with the Government. Mr Barron, the Chairman of the Land Purchase Board, is a prince of pessimists, and, no matter how good the land is, he always undervalues it.

50 That does not answer my question, Mr Major Are you able to say at what price you were offering this land to private people before it was offered to the Government at £12 10s.?—I am quite sure of this: that it would not be offered to any person at a lower price than it was offered to the Government.

51 Are you able to tell me, "Yes" or 'No,'' at what price you were in fact offering this property to private people before you offered it to the Government at £12 10s.?—I cannot tell you what price. I can only answer the question this way: that I am sure, in offering the land to any other person than the Government, it would not be offered to that third person at a lower price than it would be offered to the Government.

52 That is the best answer you can give—you do not actually recollect?—No, I do not, but I recollect sufficient of the general position to recollect that.

53. Was it ever in your hands, as far as you can recollect, at a less price than £12 10s. per acre?—No, I think not. It may have been at a higher price, but never less.

54. You have no records here to show that is your memory?—No. I may not have a memory for the actual details, but I have a memory for a general summarizing of the position, and I am certain upon that point.

55 When trying to sell the property for Mr Fred. Bayly, were you trying to sell it as a whole or in subdivisions?—As a whole. I could have sold it in subdivisions, but he wanted to deal with it *in globo*, and that was the reason he thought he could sell to the Government as a whole.

56. You had tried to sell it as a whole previously, but did not succeed?—No, I have no recollection of trying to do so.

57 Do you know that Mr Fred. Bayly was about to cut up the property, not being able to sell it as a whole, before offering it to the Government?—That I would not be sure of The matter was discussed, but nothing definite was arrived at.

58. *Right Hon. Sir J G Ward.*] I understood you to say just now, in reply to Mr Myers, that you had offered a good many properties to the Government?—Yes.

59 How many do you suggest you had offered?—Half a dozen.

60. How many properties, upon your representations to the Government or to the Land Purchase Board, were purchased?—Two—Mr Livingston's before I became a member of Parliament, and Mr Fred. Bayly's after I became a member of Parliament.

61 In connection with this particular property—No. 1 charge—which is the only one, I understand from you, as a member of Parliament you offered to the Government, did you receive any payment of any sort or kind from the Government?—No.

62. Or from any Government officer?—No.

63. Did you make any payment of any kind out of your commissions, or not out of commissions, to any one connected with the Board or any Government Department?—No, it never occurred to my mind.

64. Did you at any time inform any member of the Land Purchase Board, or any member of the Government, or any Government officer, that you were putting this property under offer upon the condition that you were to receive a commission from the seller of the land?—No. I did not even say that to Mr. Barron, and I was dealing with him direct the whole time, and nobody else.

65. Did you attempt to bring any pressure to bear upon the Land Purchase Board or the Government in connection with Fred. Bayly's property at Toko?—No. I should like those people who think those things to try it, and see for themselves.

66. *Hon. Mr Millar*] You said, Mr Major, that your business all the time has been that of a land-broker?—Yes.

67 It was entirely in that position you put those letters before the Land Purchase Board?—Yes. I think you will find that most of those letters were written and signed by a clerk of mine, because he conducted the business, as most of the time I was not there.

68. *Mr Massey*] Was there any objection by Mr Bayly to pay the ordinary commission for the sale to the Government?—He paid something less than what had been arranged, if my memory serves me right, because he had to accept less than was originally asked for his property

69 The arrangement was that you were to receive—what?—Two and a half per cent.

70. What was the total amount?—I could not remember I was supposed to receive 2½ per cent. on the sale.

71 Did you?—I received a net sum of £300.

72 *Right Hon. Sir J G Ward.*] Do you recollect the total amount of the purchase of this particular estate?—No, I do not.

73. *The Chairman.*] Did you consider it inconsistent with your position as a member of the House to offer this property for sale to the Government?—Not in any sense. Look at it from this standpoint: I have been living in Auckland recently, and I do not suppose anybody would assail the integrity of Mr John Bollard, and he has sold three properties to the Government——

Members No, no. That should not be said.

The Chairman It is irrelevant: we are not dealing with a charge against Mr Bollard.

Witness It seems to me, Mr Chairman, that it is perhaps a question of ethics in the minds of some people, and I wanted to indicate to the Committee that as far as I was concerned I thought it was a legitimate and proper transaction, for which I should be commended, rather than that my action should be looked upon as reprehensible. The more the matter is looked into, the better it will be for the Government and the better for myself. It will stand the most rigid scrutiny that any parliamentary Committee or any Court of law could apply

74. What do you base that on?—On the facts. I sold the property through Mr Barron to the Government, and the land was sold at less than its value.

75. *Mr. Myers.*] Can you say whether the property was in the hands of any other private person as well as yours?—I do not know It may have been, but I have no knowledge of it having been so.

76. *The Chairman.*] Was the commission you received a reasonable commission as compared with what other agents receive for selling similar properties?—Yes, but on the low side. I should like it to have been more.

77 *Mr Allen.*] Mr Major raised the question of ethics; and may I ask the question, if there were two land agents, one a member of Parliament and the other not, which would be the most likely to get the business in a dealing of this kind?—So far as my experience goes, most certainly the one who did not happen to be a member of Parliament. Of that I am quite sure. My experience is that the fact of being a member of Parliament is almost a certain bar to obtaining any concessions from the Government or from any departmental offices.

78. In respect to what?—In respect to almost any transaction that savours of business.

79 That is your view, but I do not suppose you can say what the public idea is?—Yes, the public are ever suspicious. They are like certain members of Parliament some of them cannot conceive honesty in themselves, and therefore they cannot conceive honesty in others.

Mr Massey Is that right, Mr Chairman?

The Chairman No, it is irrelevant.

Mr. Massey Should not the witness be ordered to withdraw the statement?

The Chairman Yes.

Witness I am here at the instance of a member of Parliament, and I think Mr Hine should have made proper inquiries as to whether there was any wrongdoing before bringing me here. I have had a cab waiting here this morning to enable me to catch the train, and I have now had to send it away I have been here for a whole week, and I ask, what for?

80. *Right Hon. Sir J G Ward.*] In regard to charge No. 2: That letter you stated you wrote on behalf of Mr Arndt—when you wrote that letter you wrote it as a member of Parliament. Were you then of opinion that the land you were recommending the late Prime Minister to entertain the purchase of was value for the amount Mr Arndt was recommending it at?—If

you asked any reasonable man in Toko or in Stratford he would tell you that the Government acquired that land at less than its value, and that the late Alfred Bayly did not get its value from the Government. I had an opportunity of helping Mr Arndt, who was a friend, but I could not have helped him if I thought the price being asked for the land was excessive, and time has proven that, because the land is worth more than twice the amount that the Government paid for it.

81 I have asked the question because I recollect that in your statement you said you were desirous of doing a good turn for Mr Arndt. What I want to know is whether, as a member of Parliament, when you sent that letter indorsing what he said, you thought the land to be good value for the amount asked?—Yes, I knew it to be so, because I had land at Toko which I sold, and I was sorry I sold it. I sold it at £5 per acre, and it rose to £25.

82 *Mr Myers*] Did you, in your position as a member of Parliament, ever offer land to the Government which, in your opinion, was not satisfactory to the Government for land-settlement purposes?—No; and for two reasons, the moral reason and for the reason that I considered myself an average land agent, and I should not have been ass enough to offer anything that was not good value.

83. And for that reason you have not offered anything which was not good value?—No, I have not.

Mr Reed May I ask the witness a further question, Mr Chairman?

The Chairman: Mr Major is not represented by counsel, and I am giving the members every opportunity, as I allowed the Prime Minister to ask another question.

84. *Mr Reed.*] Were all your transactions carried out as a land agent?—Every one of them.

85. Did you try to bring any influence to bear upon any member of Parliament?—Not on any occasion

86. The whole of this was a business transaction as a land agent and with the Department?—Quite so. I think no one would consider me foolish enough to attempt to do otherwise.

87 *Mr. Buchanan*] You say you wrote to the late Mr Seddon, as a friend of Mr Arndt's, to do him a good turn?—Yes.

88. You have spoken of yourself as an average land agent, with a knowledge of land and so forth: has it ever occurred to you since that, instead of doing him a good turn, you happened, with the best of intentions, to do him a bad turn, because, as you now say, the land is worth double the value that it had at the time you recommended him to sell it?—Mr Arndt and Mr. Bayly are two different persons. It was the agent I was trying to help. I was not acting for the vendor, Mr Bayly, in any way whatever—he never approached me.

Mr Myers So far as these charges are concerned, the present position is that I have still Mr Fred. Bayly to call, and Mr Skerrett is calling Mr Symes. Then I propose to take the case relating to the Flaxbourne payment, and then I propose to go on with the case against Mr. Kaihau. Now, sir, may I ask when the Committee proposes to sit again, because in the case against Mr Kaihau there will be a number of witnesses, and I propose to give you a list probably this afternoon or to-morrow morning; but I want to save expense as far as possible, and if I can get some indication from the Committee as to what days it will sit next week, I think I could so arrange as to give you a list to bring them down as they are required.

The Chairman We will deliberate for a moment or two, and I will advise you what the Committee decides.

Mr Skerrett: May I point out that Mr Symes is entitled to precedence, because he has been waiting here some time. I do not know whether there is any probability of the Committee sitting on Monday

Members: Hope not.

Mr Skerrett I have to go to Wanganui on Wednesday, and I should like to have an opportunity of concluding Mr Symes's case on Tuesday, and with reference to the Flaxbourne charge I suggest that that should stand over till after Mr. Kaihau's case.

Mr. Myers: Is my learned friend appearing in the Flaxbourne case?

Mr Skerrett: I am representing Mr Macdonald.

Mr Myers: Well, Mr. Macdonald is not charged with that, and I want to get Mr Kaihau's case on first.

Mr Skerrett I will ask the Committee not to take the Flaxbourne case till after Mr Kaihau's case. I must leave for Wanganui on Wednesday, whether Mr Symes's case is concluded or not. That engagement was made long anterior to this inquiry, and I must keep it. It seems to me that there could be no public inconvenience in arranging for the Flaxbourne charge to be brought on after Mr. Kaihau's case.

Mr Myers: I would not mind if my friend would state what he has to do with it.

Mr Skerrett Well, it is a matter for the Committee to decide.

Right Hon. Sir J G Ward: I wish to state that I propose to ask that Mr Hemingway should be called as a witness upon the newspaper charge, and, as far as I am concerned, I am quite willing, after concluding that particular case, that it should not interfere with either counsel. I think it is a reasonable thing that we should make arrangements to allow Mr Skerrett to be here when the Flaxbourne case is on.

In Committee.

The Chairman: You have heard the application made by Mr Myers, gentlemen, with regard to the order of the other charges—it is for you to decide.

Mr Massey: I do not think we should place any difficulties in the way of Mr Skerrett being here, but our difficulty seems to be that Mr Kaihau's case will occupy several days, and in all probability we are going to lose a day if we do not go on with the Flaxbourne case on Wednesday. That is the only objection I have.

Right Hon. Sir J G Ward I do not think we should proceed with the Flaxbourne case in the absence of Mr Skerrett.

Mr A. M Myers I do not think Mr Myers raised any objection, if Mr Skerrett would say what he was appearing for

Right Hon. Sir J G Ward I should think that, as far as Mr Macdonald is concerned, the position is perfectly clear, that if that statement made by Mr Hine is true—which I want to say it is not as far as the Government is concerned—then he would be disqualified, and would lose his seat, and he certainly should be represented by counsel.

Mr. Massey There is nothing which comes within the scope of the Disqualification Act.

Right Hon. Sir J G Ward Yes. If Mr Macdonald received the payment which is alleged, apart from any direct charge, it is quite certain he was a member of the Legislative Council when the alleged payment was made, and if he received it it is beyond all doubt that it comes within the Disqualification Act—he would have received it from the Government.

Mr Massey There is no charge of Kennedy Macdonald receiving any money from the Government.

Right Hon. Sir J G Ward: Is there not?

Mr Massey: The charge reads, "That, in or about the year 1904, the Government, having taken steps to acquire compulsorily the property known as the Flaxbourne Estate, and appointed a member of the Legislature—to wit, Thomas Kennedy Macdonald, a member of the Legislative Council—as their assessor, and knowing or believing that by reason of his being a member of the Legislature the said Thomas Kennedy Macdonald could not be paid any remuneration for so acting as assessor, sent the then partner of the said Thomas Kennedy Macdonald, one Alexander Lorimer Wilson, to make a casual inspection of the said property, and paid him an exceptional and wholly extravagant fee therefor, with the intent or object of indirectly remunerating the said Thomas Kennedy Macdonald or his partner or firm for the services of the said Thomas Kennedy Macdonald as such assessor as aforesaid."

Right Hon. Sir J G Ward As a matter of fact, the statement is not true—that is certain; but if it were true it certainly would involve Mr Macdonald.

Mr A M Myers Seeing that the charge is associated with the name of Kennedy Macdonald, I do not see why he should not be represented by counsel.

Right Hon. Sir J G Ward Mr Myers must be ready in the case against Kaihau. The charge has been made some time ago in the House, and I do not see why the Committee should not proceed with that case first.

Mr Massey: I will not raise any objection.

The Chairman May I take it as agreed that the charge against the Government, in which Mr Macdonald is involved, be heard last?

Right Hon. Sir J G Ward Yes, and at our next meeting I want to take the other case which has been held over on account of three witnesses. I want that finished.

The Chairman You are referring to charge No. 4—the newspaper case?

Right Hon. Sir J. G Ward: Yes.

The Chairman: Then we continue the Bayly cases, the newspaper case, and then proceed with Kaihau's case, and hear the charge against the Government last.

Right Hon. Sir J G Ward I also move that the Committee sit on Tuesday, Wednesday, and Thursday of next week at 10.30 a.m.

On the motion of Mr Massey, the Committee adjourned till 10.30 a.m. on Tuesday, 8th November, 1910.

TUESDAY, 8TH NOVEMBER, 1910.

FRED. BAYLY sworn and examined. (No. 15.)

1 *Mr Myers.*] You are a sheep-farmer?—Yes.

2 Living where?—At Tututawa, near Douglas. My family is in New Plymouth, but I am mostly to be found at the farm.

3. You formerly lived and owned property at Toko, near Stratford?—Yes.

4. And that property was sold to the Government through Mr Major, and is now known as the Clandon Estate?—Yes.

5. We have been told that you paid Mr Major commission on the sale, of £300: that is correct, is it not?—Yes, that is right.

6. Are you able to inform the Committee how long the property had been in Mr Major's hands before the offer was submitted to the Government?—I cannot say from memory It may have been one month or three months.

7 Are you able to say whether any efforts had been made to sell the property privately before it was offered to the Government?—That I cannot say I do not know what Mr Major did.

8. Well, it was offered by Mr Major to the Government, and accepted, at £12 an acre?—£12 10s. an acre, and so-much for what had been done afterwards.

9 Some £450 for improvements?—Recently made.

10 *Mr Skerrett.*] Can you remember whether the property was put into any other land agent's hands?—As far as I recollect, it has been in no other hands than Mr Major's.

11 A suggestion was made in cross-examination by Mr Myers that this property had been hawked about for sale before it was offered to the Government?—I think he was the only agent who had it, as far as my memory serves me.

12. Have you any information or knowledge as to whether the property was hawked about before it was offered to the Government?—No, I have not.

13. Do you remember whether it was you or Mr Major who suggested approaching the Government with a view to it purchasing the property?—As far as my memory serves me, I think I did myself

14. *Right Hon. Sir J G Ward.*] Were you trustee in the estate with your brother who died?—No.

15 Did you pay any one anything outside the amount you paid Mr Major for commission?—Not a penny

16 Had you any direct representations with any of the members of the then Government?—No.

17 Had you any direct representations with the then members of the Land Purchase Board?—No.

18. *Mr Massey*] Was Mr Major a member of Parliament at the time you suggested to him that probably the Government would purchase the property?—I think so.

19 And had that anything to do with your suggestion?—I do not know I thought the Government were buying, and Mr Major wanted to know if I would sell the property in pieces. I said No, that unless he could sell it altogether I would sell it myself

20. *The Chairman.*] Did you place this property in the hands of Mr Major as a land agent?—As a land agent, yes.

21 At the time you placed it in his hands did you recognize or consider that you had to pay him for services rendered?—I did, certainly

22 Then you employed him as a land agent to offer your property for sale as a land agent to the Government?—Yes, to any one he liked to sell it to.

23. You paid him a commission?—Yes.

24. Was the fact of him being a member of Parliament an inducement to you did it weigh with you in placing the property in his hands?—No, I do not think I thought about it.

25 *Mr Myers*] How far is Hawera from Stratford?—About eighteen miles, I think.

26. Is Stratford as large a place as Hawera?—I should say somewhere about the same, as far as I can say

27 How far was your property at Toko from Stratford?—About ten miles and a half

28. In which direction—towards Hawera or the other way?—The other way

29 Were there any land agents in Stratford at that time?—I think so.

30. Including Mr Newton King?—Yes, Mr King would be there.

31 *Mr Buchanan.*] Had you previously employed Mr Major as a land agent?—I had general transactions with Mr Major some years ago, when I was at Manaia. I do not remember whether I gave him my place at Manaia to sell, but I believe it was in his hands. That would be twenty years ago.

32. Had you been employing any other land agent in the course of your business previous to putting the Toko property into Mr Major's hands?—I had done business with Mr King in stock and that sort of thing.

33. In land?—I do not think so. I do not remember to have done so.

34. *Right Hon. Sir J G Ward.*] Mr Bayly, the property you sold to the Government at £12 10s. an acre—do you know it now?—Yes.

35. Is it worth less or more than the price you sold it at?—More. It is worth considerably more.

36. Do you know how much it is worth?—About £15 or £16 an acre. In some cases probably £20.

37 *The Chairman.*] Did the Government receive the property at a price less than that for which other people would have got it if offered to them?—I only put the one price on it that I know of, and Mr Major was the only man who had it—from memory

38. Did you get that price for it?—Yes.

39 There were no specific instructions to sell to any particular person or body?—No.

40. *Mr Massey*] You got the price you wanted?—Yes.

41 Got it in cash?—Yes; the Government are good payers.

42. You were not asked to take debentures?—No.

Amongst the correspondence read by the Clerk was the following telegram:—

"Unjust of Committee to allow suspicion to remain that I was party to Symes's letter being put to improper use. I am in no way guilty of breach of confidence, and enter protest that it may be placed on record. "W C WHITLOCK."

WALTER SYMES made a declaration and was examined. (No. 16.)

1 *Mr Skerrett.*] What is your name?—Walter Symes.

2 Where do you reside?—Between Otorohanga and Pirongia, in the King-country

3 For some years you resided in Stratford, I think?—Yes.

4. Will you give me the years during which you resided there?—About fourteen years.

5. Until what year?—Last year, 1909

6. During that period what business did you carry on in Stratford?—For the last twelve years a land, insurance, and general agency business.

7 You had an office, as is usual?—Yes.

8. And held yourself out to do that class of business?—Yes.

9 During what years were you a member of Parliament?—Until the election of 1908—twelve years previously to that—from 1896, I think, to 1908

10. Were you one of the original lessees of the west coast reserves?—Yes, I was one of the very first lessees of the west coast reserves, in 1874.

11 Were you an individual lessee, or a lessee conjointly with your brother?—Both individually and in conjunction with my brother

12 What was your brother's name?—Albert Symes.

13 Would you explain as briefly as possible the general position of the west coast Native reserves, and the disputes between, first, the lessees and the Natives, and then between the lessees and the Government?—Well, of course, it was in connection with the land after the Natives returned from their imprisonment in Dunedin. They leased all the lands they did not require for their own use. Before the leases were granted a Commissioner was appointed, called the Native Lands Frauds Prevention Commissioner, before whom all leases had to go. A certificate had to be indorsed upon every lease that the Maoris had been paid in coin for their rent, and not in stores, or liquor, or in any other way That had to be indorsed on every lease before it could be registered. The leases were registered after that indorsement. Some time after that it was found necessary—I do not know why; I never did know why—to introduce legislation in connection with the west coast lands. A Commission was appointed consisting of Sir William Fox and, I think, Sir Dillon Bell. I think they were the Commission that inquired, but I believe Sir Dillon Bell never sat on the Commission, but that Sir William Fox conducted the Commission alone. The decision of the Commission was that our leases were informal—that we were practically squatters squatting on the land informally We appealed to the Government, and legislation ensued known as the West Coast Settlements Reserves Act Amendment Act, 1887 The Commission recommended that the whole of these lands should be placed under the hands of the Public Trustee. Legislation ensued, and they were so placed in the hands of the Public Trustee. By the Act of 1887 we were empowered to surrender, with the consent of the Public Trustee, our leases, and new leases were thereupon to issue.

14. At a rent, I think, to be determined by arbitration?—Not at first. It was to be arranged between the Native owners, the Public Trustee, and the lessees. Regulations were gazetted in the early part of 1888. The Act empowered regulations to be made, and under the regulations an arbitration was set up.

15 To determine what?—To determine the rents and everything in connection with the leases. We were given one month in which to appoint an arbitrator, and the Native owners were given the same time. If we failed to appoint an arbitrator within one month, the Government had to appoint an arbitrator and proceed with the arbitration. We appointed our arbitrator that is, the lessees. The Natives, I think, declined to appoint an arbitrator, and I believe the arbitrator was appointed for them by the Public Trustee or the Government. The arbitrators appointed their umpire. The result was that we had to surrender our leases before we could proceed to arbitration The arbitration was made in the early part of 1889 We had no title. We had to lift the award that was made. The awards were lodged with the Bank of New Zealand at Patea, and, I think, the Bank of New Zealand at Hawera. We were naturally all anxious to see what our fate was to be, and we had absolutely no titles because we had surrendered our leases.

16. In order to uplift the awards you had to pay the arbitration fees, consisting of the fees of all the arbitrators, both of the lessees, the lessors, and the Court?—That is so. After the awards were lifted we applied to the Public Trustee to grant leases in terms of the award. There were one or two—certainly not more than two—leases signed. I might say that the term was for thirty years. The award gave us a lease for thirty years so far as the award was concerned. There were two leases signed. A great number of leases were prepared, but after the signing of these two the Native owners lodged a caveat against any further dealings with the leases. The matter was to have come before the Supreme Court, and Mr Hutchison, who was then a member of Parliament—but, at any rate, he was a lessee—in order to bring the matter to a head more quickly than by going through the Supreme Court, and then to the Appeal Court, moved on behalf of himself and the other lessees that the matter should go to the Appeal Court direct. It went to the Appeal Court direct on a particular lease, and the Appeal Court held that the whole of the proceedings were *ultra vires*. We then approached the Government with a view of it giving us some relief The next thing that was done was the passing of a suspension Act. A suspension Act was passed in the session of 1889 locking everything up until some time—I think one, two, or three months—after the following session of Parliament. Nothing was really done then We petitioned Parliament—Mr Bell appeared for the whole of the lessees—with a view of giving us relief not only by granting us leases, but for the return or refund of the moneys we had paid for the uplifting of the award. We got practically no satisfaction from that. The next session, I think, a further petition was presented, and Mr Levi appeared for the west coast lessees, with the same result as previously Nothing was done until 1892, when an Act was passed giving power to the Public Trustee to grant new leases.

17 You had been greatly concerned in all the petitions and the litigation connected with these leases?—Yes.

18. Had you also yourself embarked in litigation?—Not at that time.

19 A little later?—Yes. In 1892, which was the year of the Ballance Government—I do not know what year it came in, but Mr Ballance was Premier in 1892—the lessees knew that Mr Ballance and I were very great friends, and they asked me if I thought I could do any good or if I could help them in any way if I went to Wellington. I said that such was my intention, whether I could do any good or harm—I was going on my own. I came down to Wellington and saw Mr Ballance, and told him the whole case from start to finish. He said, "Well, it is the intention of the Government to try and settle this matter in some way I want you to go and see the Public Trustee, Mr Warburton If you do not know him, I will give you a letter of introduction to him." I did not know Mr Warburton, and he gave me a letter to Mr Warburton. He told me that Mr Warburton was preparing a Bill in connection with the leases, and he said,

'Mr Symes, I will leave it with you to fight your own battles with Mr Warburton.'' I do not know how many nights—but I know it was a great number of nights—I spent with Mr Warburton in his own private house over the West Coast Settlement Reserves Act. We fought it out, he and I, word by word, and almost letter by letter The result of my interview and fighting with him was the West Coast Settlements Act of 1892 That gave the leases that the lessees now have. And I might say that every penny of the costs in connection with my visit to Wellington I paid out of my own pocket.

20. At the period you have just been speaking of, were you a member of Parliament?—No, sir Some time after the awards were made, I think I may say in every instance, the arbitrators reduced the rents. I believe I can safely say, in every instance the rents were reduced—that is, from the amounts the lessees originally paid. We applied to the Public Trustee after the awards were made to know what rent we had to pay for the future, and to whom to pay it, and, speaking for myself, he wrote to me and said that the rents for the future would be paid in accordance with the award.

21 *Mr Fraser*] What year was that?—That was in 1889 After the whole matter was declared to be *ultra vires* notice was sent, I think—at any rate it was never sent to me—but I heard that notice had been sent to others to pay their rent under the original lease, and I continued to pay my rent for I should think, two or three years under the instructions that I had received from the Public Trustee—that is, the lesser amount in accordance with the award. Before the leases were granted the Public Trustee demanded from me the back rent.

22. *Mr Skerrett*] At the higher rate of rental?—Yes, at the higher rate. I declined to pay it, and said I had paid in accordance with the letter or telegram—I forget which it was now—and Mr Barton, solicitor, Hawera, wrote me on behalf of the Public Trustee, demanding the back rent. I declined to pay it. They issued writs against me then for the payment, and I fought the matter in the Supreme Court not only in my own interests, but in the interests of the other lessees, and I won both cases. Mr George Hutchison, who was then a member of Parliament, appeared for me in the Supreme Court.

23 The cases to which you refer were really test cases?—Yes.

24. And the costs of those two cases were borne entirely by yourself?—Yes, by myself.

25. Costs were awarded, no doubt, against the Public Trustee?—Yes.

26 But you paid what was required above that?—Yes, and they were pretty heavy too.

27 You have thus investigated closely and carefully the conditions of all the west coast leases?—Yes.

28. And the transactions relating thereto were long before you were a member of Parliament?—Yes, years before.

29 Will you now come to the period when you became a member of Parliament. That, you told us, was in 1896?—Yes.

30. Will you take up the story from then?—Well, the first six years I was member of Parliament I was member for Egmont. The last six years I represented Patea. I think it was the time of the first address I gave at Waverley, in the Patea Electorate, after being elected—it was during the recess, I think—one of the lessees, who had been dining well that night, asked me a question in connection with a petition, and I thought he was referring to some petitions that had been presented by members asking that the west coast lessees should have the right to purchase their holdings. Some of the lessees asked me if I would present petitions for them in that direction. I said "No. Of course, if you ask me as your representative I will present them, but I am against the petition.''

31 That is, the petition to purchase their holdings?—Yes. I said, 'I do not consider you are entitled to it, and I shall not help you in any way, and if you can get any other member of the House who is in favour of your getting the holdings, I should advise you to take your petitions to him if you want any assistance. The result was that they never presented any of their petitions asking for the right to purchase their holdings through me, and I thought this lessee was referring to those petitions. I said, "No, I do not know anything about them. I never presented them, and I have not even seen them.' Another lessee thought I had been rather curt with this man, and said so when we came outside. I said I did not understand him, and he said, "He did not mean that. Don't you remember the petitions that we presented in connection with trying to get a refund of our arbitration costs.' I said, "Oh! was that what he referred to?" And he said, 'Yes.'' I said, "Well, I am very sorry I will apologize to him. I did not understand him.' I met the man, and said, "I did not understand; you did not make it clear He said, "Surely you must have seen the petition, because Mr Hutchison has assured us that he presented one every year ' I said, "Have you signed one every year?"

32 *The Chairman.*] Who was the principal petitioner?—Mr Newland. He said, "Mr Hutchison assures us that he has presented a petition every year in connection with this matter ' I said, 'I have never seen a petition presented by Mr Hutchison, to my knowledge. Have you?" And he said, "No.'' I said, "Then the petition could not have been presented.'' He said, "Do you know anything about it? He must have misled us. If he had not assured us we would have gone about the matter and seen that the petitions were presented.'' I said I would go and try and find out something about it when I came down to Wellington. This was during the recess; and I came down and tried to find out something about it, and I found it very difficult indeed. I found that no petition had been presented for a great number of years in connection with the matter, and no one could help me to find anything or tell me about anything until I got the Clerk of the Native Affairs Committee. I asked him if he could remember anything about it, and he said, "Yes, I can remember something about it, and if I can help you I will.'' He said the petitions would be down in the dungeon-keep—that is, down in the old building We made a search for two or three mornings, I think, before we could find anything in connection

with it, except that by referring to one of the Journals we saw that a petition had been presented at some particular time, but I cannot say from memory now what the report was. We eventually found an old petition in connection with it, but nothing else could be found. I then drafted a petition, and got it typed in Wellington, for which I paid. I sent the petition to Mr Newland, of Waverley The petition was signed by Mr George Johnston and, I think, sixteen others, and returned to me. I knew that was not nearly all the west coast lessees.

33 May I ask how many, in point of fact, were there of west coast lessees?—There were twenty-seven entitled to sign. There were twenty-nine all told, but two leases had been issued.

34. Mr Lysaght was mistaken when he said they numbered 100?—Yes, a long way out. There were twenty-nine, all told—that is, firms and others; but I am not counting the individual members—those are the lessees.

35. Twenty-nine lessees either consisting of individuals or firms?—There were twenty-seven entitled to claim for a return of arbitration fees.

36. And twenty-nine altogether?—Yes.

37 Now, you said you got the petition returned?—Yes.

38. What year was the petition presented?—I cannot say from memory

39 *Mr Myers*] In 1905?—I dare say it was.

40. *Mr Skerrett*] The petition is in?—I presented the petition I went home and hunted up all the information I had, and I had a great deal at that time in connection with the Supreme Court cases. I hunted up every Act and every regulation and *Gazette* that I could find in connection with it to establish the case before the Petitions Committee. The Committee sat, and I previously sent to Mr Newland and told him when the Committee was going to sit, and he and Mr T H. Nicholson came down to Wellington to give evidence in support of the petition. I worked up their case in the best way I knew They gave evidence, and I made a long statement, and gave the Committee as many facts as I possibly could. The result was that the Committee evidently were not satisfied, because in their report they said they had no recommendation to make.

41 *Mr Allen.*] Which Committee was that?—The M to Z Committee. Mr Buddo was Chairman.

42 *Mr Fraser*] What year was that?—I think, 1905 I found that I had omitted to put one or two facts before the Committee—something that had been brought to my recollection after the sitting, by talking the matter over with Messrs. Newland and Nicholson. I moved that the matter should be referred back to the Committee for further consideration and report, that I had further evidence to give them, and I thought that if they had this further evidence before them the report might be altered. The Committee was a pretty full one on the next occasion, and I gave them the additional facts that I had learned in the meantime, and they were so satisfied with the facts that they sent in a report recommending the matter to the favourable consideration of the Government. A great number of members, I may say, voluntarily assisted me to get this report referred back to the Committee, because it was opposed by the Native Minister, Mr. Carroll.

43. *Mr Massey*] Do you remember the date of the discussion?—No, Mr Massey, I do not. I could not say from memory. It went to a division, I think, with the result that it was referred back to the Committee, and I got a favourable recommendation of the Committee. I then, at Mr Seddon's request, tendered him all the evidence that I had given before the Committee. He said, 'I know this case pretty well myself: it is an old-standing grievance, but I should like to know some of the facts.'' I gave him the whole of the evidence I had in my possession, and explained anything that he asked me to explain. He said, 'Well, this case has never been before the House or before the Committee of this House in this manner before. If it had you must have had redress years ago.' I thanked him, and nothing was done then until on the supplementary estimates of that year a vote of £2,000 was placed under "Miscellaneous,' to refund the amount of the award money to the petitioners.

44. *Mr Skerrett.*] The firm of W and A. Symes were petitioners in the petition of 1905?—Yes.

45 Now, I want to put this question to you: Did you have any arrangement, express or implied, with any of the petitioners for any payment to you in connection with the presentation of the petition or in connection with your appearance before the Committee of the House in support of the petition?—None whatever I never spoke to them on the subject, nor they to me.

46. No arrangement or understanding of any shape or form?—Not in any shape or form.

47 Now will you please continue?—After the money had been placed upon the supplementary estimates and the session had closed, when I got home I wrote to Mr George Johnston and told him the result of the petition. A great number of petitioners then wrote to me asking me how they were to proceed to get their money Others wrote to me asking why they had not been included in the petition, and I told them that I could not say why it was—that probably it was an oversight, because I had sent the petition to get all the lessees. I wrote then and told them that they would have to make a claim. They wrote back and asked me how, as they did not know what they had paid, and how they were to claim. They had lost all records and everything in connection with their payments, and many of them knew no more about their payments than any one of you gentlemen sitting around this table. They asked me to give them any information that I possibly could supply them with. I did so, and they then wanted me to make out their claims for them. I wrote back in most cases to those who were not my constituents, and told them that I was in business, and that I had got the money on the estimates for them as a member of Parliament, but if they wanted assistance from any one they should go to their own member and get that assistance. They were outside my electorate, and I told them that I was in business and that I could not afford to give them my time in collecting their amounts, and that I should be expected to be paid in my business capacity as land and commission agent. Unfortunately, when I was

leaving Stratford last year I made a bonfire of all those letters and everything I had politically I made a huge bonfire of them, saying, "This is the last I am going to have to do with anything of this sort," and I burned practically everything that I came across. I was not going to carry them up into the King-country Therefore I have no letters from these people, or next to nothing, except two or three unimportant letters that escaped burning, but how I do not know, because I intended to burn everything The result was that I sent to them showing them how to make out their claims, and in many instances I actually wrote them out, and they copied them. I found out where they had paid. I knew the amounts they had paid because all that had been done when I had my case before the Supreme Court. I told them what evidence was necessary to establish their claims.

48. That is, after the amount had been placed on the estimates?—Oh, yes! a long time after I told them that it was necessary to get their banker either to give them a letter to accompany their claim or to get the cheque if possible, showing what it was for and when it was paid. The result, at any rate, was that they all got paid, and every one that I had done this work for outside of my constituents, with the exception of the Lysaght Estate, paid me their commission

49. At what rate?—Five per cent.

50. The ordinary collecting commission?—No; 10 per cent. is the ordinary collecting commission.

51 Half the ordinary commission charged by commission agents for collecting money?—Yes.

52 Did you confine this charge to lessees who were not constituents of yours?—Actually so.

53. One name has been mentioned as a constituent of yours—Mr Wilson's partner?—No, that was Wilson and Frere. Neither of them were constituents of mine—they were both living beyond New Zealand. Mr Wilson was living in Australia and Mr Frere in England.

54. There was a subsequent petition presented later to the House?—Yes.

55 Tell the Committee the circumstances of that?—I simply got a copy made of the original petition, and presented that.

56. Was any arrangement, express or implied, made by you with the petitioners that you were to charge them for presenting the second petition?—No.

57 Would you mind looking at the names on the petition? What are the names?—I think there were only a very few petitioners.

58. Would you mind reading them out?—F V Lysaght, George Gower, Alfred Hobbs, and Frederick Turner.

59 Well, we know that a further sum was placed on the estimates representing the reimbursement of the arbitration fees paid by the subsequent petitioners?—Yes.

60. Did you collect the money on behalf of them?—Some of them.

61 At their request?—Yes; in fact, some of them sent me their vouchers authorizing me to sign for them for the cheques.

62. Some of them gave you the ordinary Treasury authority to receive the cheques and sign for them?—Yes, on their behalf

63. Mr Hobbs, of the Hobbs Estate, was one of them?—Yes.

64. You rendered an account to the executors of J R. Lysaght's estate?—Yes, that was on the first petition.

65. Are these the only letters you have been able to find dealing with the matter? I will put them in in a bundle, and my learned friend will be at liberty to inspect them. [Bundle produced, and marked Exhibit HH]?—Yes, those are all the letters I can find.

66. Now, did you receive this letter [produced] from Mr Moore, one of the executors in Lysaght's estate, sent to you by Mr. George Johnston, Waverley?—Yes. [Put in—GG.]

67 The covering letter is from Mr George Johnston to Mr Symes, dated 5th February, 1906, as follows: "Enclosed you will find a letter and three vouchers that I received from Mr F. E Moore (ex'ors J R. Lysaght), who obtained them from the Under-Secretary for Lands. Would you please let me know if it is necessary for us to fill in forms like the enclosed, and if it is would you please procure them for me, and I will get them signed.—I am, &c., GEORGE JOHNSTON.—P S.: I received a letter from F V Lysaght in Canterbury saying that he had a claim. Could you give me the particulars of his claim, so that I could forward them to him, as he may put in a claim at some future date.—G.J.' The letter from Mr Moore is as follows: "Albury, Hawera, Feb. 6th, 1906.—Mr George Johnston, Waverley.—DEAR SIR,—Before we knew that you were collecting and sending in claims in connection with confirmed leases, we had instructed Mr Coplin to inquire into our claims, but afterwards stopped him on hearing from you. But in the meantime he had written to the Lands and Survey Department, and after some time received a letter from the Under-Secretary for Lands with three forms to fill in and sign. We now send you the Secretary's letter and the forms under separate cover, and would be glad to know if you think it necessary that we should sign these, seeing that you have already sent in our claims.—Yours truly, EX'ORS J R. LYSAGHT, per F E MOORE." Now, will you be good enough to look at the account rendered to J R. Lysaght's estate?—Yes.

68. Now, what was that account rendered for?—For the collection of £347 5s. 4d.

69 Would you please refer to the subsequent paragraph of that account?—Yes. This paragraph was put there to show them that on this occasion the lessees had not to employ a solicitor to prepare the petition for them, as they had to do on a former occasion They employed a solicitor, Mr Bell, and afterwards Mr Levi, to appear before the Committee for them. They paid the lessees to come to Wellington to give evidence, and they paid all their expenses to and fro and while they were in Wellington. I wished to impress upon Mr. Lysaght that on this occasion they were saved all those expenses, and that all I was asking was the ordinary commission for collection, and that I should not have done had not Mr Johnston forwarded all their papers on to me for collection.

70. Now, Mr Symes, I understand that you had no arrangement of any sort or kind between yourself and the executors of Lysaght's estate for the payment of commission?—None whatever

71 But they asked you to collect the amount from the Government?—Through Mr Johnston

72. After the amount had been appropriated by Parliament, through Mr Johnston you rightly or wrongly felt yourself entitled to charge them ordinary commission for collecting?—I only charged them half the ordinary rate.

73. And you sent in an account to the executors in the usual way?—Yes.

74. Now, I want you to be kind enough to refer to the letter dated 20th April, 1906, from yourself to the executors of the Lysaght estate. I only want to call your attention to two sentences in that letter The first sentence is, "And although you have long since received the amount of your claim, £347 5s. 4d., my small but just claim of £17 7s. 3d. sent you a month ago has so far been ignored." I want to make it quite clear to the Committee that those moneys had been really received by the lessees before you made any claim for commission?—Yes, that is so.

75 And in your letter you speak of this claim as a just demand?—Yes.

76. Now, I want to ask you to refer to another paragraph in the letter, which reads as follows: "My business is land, insurance, and general agency, and I cannot afford to work for nothing; and as I have rendered the service and incurred expense in successfully getting refunded to you £347 5s. 4d. which you had long ago written off as irrecoverable, I expect my claim to be paid. So far Messrs. P Wilson and T. Frere are the only lessees who have paid my claim and thanked me for getting a refund of money they had long ago given up as past recovery I shall be glad of a cheque by return post." You will see that that passage, it may be suggested, refers to the work of presenting and promoting the petition rather than to the work of mere collection of the money from the Treasury?—It had nothing whatever to do with the presenting of it or the prosecution of the petition whatever—not in any way

77 You say the charge was limited?—Yes, to the collection only

78. What was the total sum you received in collection?—Well, I think the total sum was something under £100.

79 Now, I want you to be kind enough to refer to a letter dated 28th July, 1906 [Exhibit F]. In that letter you press the justice of your claim upon the estate, but there is a passage which I desire to be explained. The passage reads, "Do not forget that your own claim is not yet paid, neither is that of your brother, Mr F Lysaght, and I hold the key of the position. I alone have all the information, and at the proper time will know how to use it. You have treated me with discourtesy, but probably you cannot help it. All the other lessees to whom I sent a claim have paid cheerfully I am preparing a petition for those lessees who did not sign the last one, for presentation this session, but I will take good care that your ungentlemanly conduct shall be rewarded by keeping your name off, also that of your brother" What did you mean by saying that you held the key of the position?—Well, I had, so far as I knew, all the information in connection with the matter

80. Relating to the different payments, and the amounts paid in respect to the arbitration fees?—That is so. I am certain no other lessee had it.

81 Was this letter meant in any sense as a threat to withhold your influence as a member of Parliament towards the recovery by Mr Lysaght of the moneys which he was fairly entitled to?——

Mr Myers My friend is putting rather a leading question.

The Chairman Yes.

Mr Skerrett It is impossible to put the question in any other way Surely the witness is entitled to state the motive with which he wrote the letter

The Chairman: Yes.

Mr Myers He has done that.

82 *Mr Skerrett* (to witness).] What I want you to explain to the Committee is this: It has been suggested that the words "I hold the key of the position" refer to your position as a member of Parliament?—Nothing whatever to do with it. It was not as a member of Parliament that I had the information.

83. What did it refer to?—Simply that I had the information that would enable the Committee, if a petition were presented, to come to a decision, because there was no shorthand report taken of any of the evidence heard by any of the Committees.

84. But do you not see, Mr Symes, that this letter is dated 28th July, 1906, after the principle of the claims had been admitted by Parliament and by the Government. Is not that so?—Yes, only this——

85. And it would naturally follow that the others would be entitled too, and you had all the information which would enable them to prove it to the Treasury?—Yes.

86. Was not that so?——

Mr Myers: Surely my friend is going too far?

The Chairman: Yes, really, Mr. Skerrett, you are suggesting the answer to the witness.

Mr. Fraser: Mr. Skerrett must know that it is not right to put a question like that.

Mr. Skerrett: I am desirous of presenting the matter to Mr Symes's mind as the thing presents itself to me.

Mr Myers Well, that is hardly fair

Mr Skerrett: Well, I will put it this way: I am desirous of presenting the matter as the thing is fairly presentable. Does that satisfy the Committee? I will pass on from the subject.

Mr. Fraser. I think it is what is Mr. Symes's view that the Committee wants—not what is Mr Skerrett's.

The Chairman: It rather takes the form of a leading question, Mr Skerrett.

87 *Mr Skerrett* (to witness).] We will pass on from that letter That is the last of the letters written in connection with this particular matter of Mr Lysaght's. Did you, in point of fact, include Mr F V Lysaght's name in the petition?—In the second petition?

88. Yes?—Yes.

89. Do you know that Mr Brian Lysaght's name was not included?—Yes. I never sent him the petition. I sent it to Mr F V Lysaght.

90. Was Mr F V Lysaght a constituent of yours?—No.

91 Was Mr Brian Lysaght a constituent of yours?—No. Mr F V Lysaght was living in Canterbury, and is so now I think.

92. I want you to refer to the letter which passed between Mr Haddow and yourself?—Yes; it is dated 3rd May, 1906.

93 Now, at what epoch did this correspondence take place—before or after Parliament had recommended that the refund should be granted to Messrs. Hutchison and Haddow?—Oh! months after; very nearly a year afterwards.

94. Now, do you know what you did, in point of fact, towards the collection of those moneys? —Well, I did nothing until I received this letter from Messrs. Hutchison and Haddow, and no one was more surprised than myself that Mr Hutchison, of all men, should ask me to collect his money for him. I thought, ' Well, it is a pretty difficult task when Mr Hutchison cannot collect his own money—it is a pretty big order for me to take on ''

95. But what did you do?—I replied——

96. The Committee have read your reply, but what did you do so far as the Government was concerned?—I wrote asking for it.

97 Do you remember whether you wrote more than once or only once?—I could not say. It may have been more than once or only once. I wrote asking for particulars of how the matter stood.

98. Do you remember whether you wrote as agent for Mr Hutchison or not?—Certainly I should write as agent for Messrs. Hutchison and Haddow It was Mr Hutchison really, because he was the petitioner

99. Your letter, as far as you can recollect, was written to the Government informing them that you were writing on behalf of Messrs. Hutchison and Haddow?—Yes, it would be.

100. I presume we can see those letters?—

The Chairman Yes. We are really having secondary evidence of a written document. It is hardly relevant.

Mr Skerrett The document is not in my possession, it is the property of the Government.

The Chairman If you ask for it to be produced I will have some one subpœnaed to produce it. Does Mr Myers object to your giving secondary evidence?

Mr Myers I would sooner have the documents, because they may or may not be on the file.

Witness. The previous payments were made by the Lands Department, and I should rather think I would write to the Minister for Lands. It would be either the Colonial Treasurer or the Minister for Lands.

Mr Skerrett: May I ask that Mr Symes's letters should be produced?

The Chairman To whom do you say we should give notice to produce?

Mr Skerrett I presume, the Lands Department.

The Chairman Does the witness not know to whom he addressed the letters?

Witness. No, it is impossible for one to remember now—it is so many years ago. I could not say whether to the Lands Department or to whom they were addressed.

Mr Skerrett I will apply officially. It is the file connected with the west coast settlement reserves on which those letters would appear

101 *Mr Skerrett* (to witness).] Very well, I want to make it quite clear that in any communication you wrote to the Government with respect to Hutchison and Haddow's claim you wrote as agent, avowedly, for Hutchison and Haddow?—That is so.

102. Do you remember whether you interviewed any Minister or Ministers on the subject?—No, I never interviewed one: that I am positive about.

103. The matter was treated by you purely as a business transaction?—Yes, purely as a business transaction.

104. And your communications to the Government and the Department would be purely business letters?—Purely business transactions.

105. Now, you have produced all the letters which you have been able to find in connection with these matters?—Yes, every letter that I can find.

106. I have shown them to my friend Mr Myers, and I desire to refer to one or two of them. Here is a letter from Mrs. Grant, née Copeland, 7th November, 1906, as follows: "Mr W Symes, M.H.R.—DEAR SIR,—*Re* west coast leases award: Mr Davidson and Mr. Law advised me to apply to Captain Johnston for my award. Captain Johnston referred me to apply to you for particulars. My name is not on his list. Do not remember the amount paid, but paid my share of the expenses at different times as asked for it. I have only one small receipt. Thanking you for the trouble I must put you to." Then, on the 11th December she writes, "My claim was sent to you with my other papers. Am at a loss how to word it again. Very sorry to give you so much trouble, but would it be asking too much kindness for you to send me a letter that I could copy With kind regards and best wishes." Was Mrs. Grant a constituent of yours?—No.

107 That naturally was the general character of the correspondence—that is the sole object of them?—Yes.

108. There is a further letter from Mr A. S Hobbs "Yours of the 29th ult. is to hand, and am sorry to write that when I gave up the leasehold in question I gave up all documentary evidence to the fire, never dreaming that at this distant period there could be any chance of a refund. Thanking you for your several references to the matter" There are also some letters from Mr Newland dealing with the matter?—Yes.

109 And one from Mr Siggs dated 17th February, 1906 "Last month I received a letter from G. Johnston, of Waverley, *re* the amount paid in lifting the awards on the Whareroa and Tirotiromoana leases. He stated the amount I had paid was £147 9s., but I think it was nearer £300. Unfortunately, since coming down here I have got out of touch with the matter I am sorry to trouble you, but would be glad if you would let me know what is being done in the matter, and what the amount of the claims really were. I was told to write to the Public Trustee, but he had referred me to the Lands and Survey Department for information, so I thought I would ask you what course would be the best to take, knowing that you had so kindly interested yourself in the matter Thanking you in anticipation' Was he a constituent of yours?—No, he was living at Palmerston, and is still living there, I think.

110. Now, there is a letter from Mr Gower dated 6th August, 1906, as follows: "W Symes, Esq, M.H.R.—DEAR SIR,—I wrote you some time ago for a copy of the petition of the west coast lessees, and the names of those that had been paid and those that had not, so that I could get another petition prepared for signature, to be presented at the coming session Kindly attend to this matter at once, and oblige, yours faithfully, W GOWER, Whenuakura.' That is a letter to which you replied saying you would supply the information?—Yes, upon payment of £20.

111 That was information in your possession to enable Mr Gower to prepare a petition dealing with other matters?—He had received the amount of his refund long previous to that, and I did not feel called upon to give all the information without being paid for doing so.

112. Was he a constituent of yours?—He was a constituent of mine, but it had nothing whatever to do with my parliamentary duties.

113. Now, do you remember having an interview with Mr S. Gower?—Yes.

114. Will you look at the letter from S. Gower [Exhibit W produced]? You might read that letter, and tell me whether it is a correct statement of the facts as to your interview with Mr Gower?—Yes, it is.

115. Did you ask Mr Gower for payment of the sum of £5 or any other sum by way of commission?—I never asked him for a shilling in my life by way of commission either in this case or in any other case whatever.

116. I want to ask you a few questions relating to the sale of Mr Alfred Bayly's property to the Government?—Yes.

117 Now, what was your first connection with that matter?—My first connection with Mr Alfred Bayly, and the only connection, was in regard to the settlers who were then milking under an agreement with Mr Bayly Some of them—I cannot remember how many, but two or three of them—met me in Stratford, and told me that their agreements with him would shortly expire, and that he had assured them that it was not his intention to renew the agreements, that he was tired of the whole matter, and was going to close all the dairy farms, sell the cattle, and restock his place with sheep and put a manager on. I think they told me that Mr Jackson was to be the manager They said, "We do not want to leave this if we can possibly help it. We should like the estate acquired by the Government under the Land for Settlements Act, and how can we approach the Government with a view of this being done?" I said, "Well, I do not know of any other way excepting by petition." They said, "What sort of petition do we want?" I said, "Well, the first thing you want to do is to ascertain from Mr Bayly if he is willing to sell, at what price he will sell, and if at the price that he is asking, including the expense of cutting up the estate and roading it, the place would lease or could be made remunerative." They said they would, and I heard nothing further about the matter until they brought me a petition signed by, I should say, close on fifty At any rate, I should say there were over forty signatures upon it. If I remember rightly, it was during the sitting of Parliament, and I think they came to me on a Sunday I used generally to go home on Saturdays and return on Monday or Tuesday, and they brought the petition to me on the Sunday or Monday morning They wanted me to get all the particulars from Mr Alfred Bayly—that is, the area that had been stumped and ploughed, the number of buildings, and any other particulars that I might deem necessary to support their petition. Some time on the Monday I rang up Mr Bayly on the telephone, and told him that I had just received a petition signed. I dare say I gave him the names of the petitioners, and said that a number of people were asking me to forward this petition for the purpose of purchasing his place by the Government under the Land for Settlements Act, and was it correct, and he said "Yes." He said that he had told them he was willing to sell at a price. I said, "Well, they also want me to get any particulars that you can supply me with," and he gave me all the particulars, which I wrote down. When I came back to Wellington I wrote a letter setting forth the particulars that Mr Bayly had given me, and sent them in support of and with the petition to the then Premier, I think the Hon. Mr Hall-Jones. The only reply I ever had in connection with that was—I do not know whether it came from Mr Hall-Jones or whether from the Land Purchase Board—but some one wrote me acknowledging the receipt of the petition. It must have been from the Minister, because he said it had been referred to the Land Purchase Board. I never wrote any more letters in connection with the matter, either to the Government or to the Land Purchase Board. I never interviewed a Minister or any member of the Ministry, and neither did I interview any member of the Land Board in connection with it.

118. And in forwarding the petition and the letter accompanying the petition were you in any sense acting as agent for Mr Bayly?—No, there was no suggestion of agent.

119. Was there any understanding by which you were to receive a commission from Mr Bayly if the property was sold?—No; I never spoke to him about it, and never acted as his agent—I never saw him in connection with it. The only thing I did with him was done through the telephone.

120. And I understand, all that you did as far as you have got up to the present was to write one letter enclosing the petition, and you had no interviews with any Minister or head of the Department?—None whatever I never saw one of them.

121 Now, what was the next step in the matter?—The next thing, I think, was that I received a telegram from Mr Barron saying that on a certain night the Land Purchase Board would be in Stratford, that they were proceeding next morning to Toko to inspect Mr A. Bayly's property, and would be very glad if I could make it convenient to accompany them. I believe I replied to Mr Barron accepting their invitation, and saying that I would be very pleased to drive him out in my trap. I did not meet them on their arrival, I think, but next morning I drove up to the hotel where they were staying, and saw them. They were just getting ready to start, so I said, 'Surely some of you will drive with me', and Mr Barron said, 'Oh, yes! you invited me,' and I drove him out to Mr Charles Bayly's homestead. He never mentioned the estate to me, nor did I mention it to him. We never spoke about it, in fact, he was giving me the history of his New Zealand life, I think, pretty well all the way out. When we got to Mr Charles Bayly's homestead we were met by Mr Jackson, Mr Alfred Bayly's manager Neither Mr Charles Bayly nor Mr Alfred Bayly were present—they were both away from Toko. They gave us horses, and we rode round a portion of the estate, and we got to Mr Alfred Bayly's homestead near Maungaehu about lunch-time.

The Chairman Is it necessary to go into all these details?

122. *Mr Skerrett.*] Hardly necessary After lunch you inspected the balance of the property?—Yes.

123 Did you see anything of Alfred Bayly?—We met Alfred Bayly just as we were getting back to Charles Bayly's homestead. He had come up from Wanganui or from somewhere, but no mention was ever made of the property either by the members of the Land Purchase Board or by Mr Bayly or myself in my hearing I drove Mr Barron back to town, and that is the last I heard of the matter

124. Now, you say that there never was any arrangement for the payment of a commission by Mr Alfred Bayly to yourself, and neither were you his agent?—No, I was never his agent.

125. What would be the ordinary commission?—Two and a half per cent.

126. And we know the purchase-price of this property was some £21,000-odd?—Yes.

127 When did you first hear that the property had been purchased by the Government?—Some time after One morning I was going to interview my bank-manager, and I met Mr Alfred Bayly also going into the Bank of Australasia. We met at the door We were personal friends, Mr Bayly and myself, and we had not seen each other for a good long while. We went into the bank, and he said, 'Oh! the Government have taken my place.'' I said, 'Yes! The first I have heard of it. Did you sell it well?' He said, "Well, they did not give me all that I asked for it. As you know, I asked £11 10s., and they gave me £11, and I have accepted it.' He said, "I have to thank you for the sale of it, and it has come at the very opportune moment, because I have just purchased, or am just about completing the purchase of, a property at Maungamaheu, near Wanganui, and I want every shilling I can get to complete it.'' He thanked me, and I said, 'That is all right. I am very pleased if it has done you a turn.' He said, "Yes, but I should like to show you that I appreciate it—I want to pay you something for your trouble.' I said, I did not act for you, I was not your agent, and I therefore decline to take any payment from you by way of commission or anything else in connection with the sale of the estate.'' He said, 'Well, I do not like people doing something for me for nothing. I said, 'I did not work for you.'' He said, 'It does not matter how you put it—it is through your exertions the sale has been brought about.'' I said, "That may be: I only acted for the petitioners.' We were inside the bank at this time, and he walked away from where I was over to the counter, and said something to the teller He then came back and said, 'Walter, I want to give you a promissory note for £300.'' I said, 'What for?'' He said, 'Well, you are not my agent—you won't take money as my agent,'' and I said, 'No, I will not.'' He said, "Will you accept £300 from me towards your election expenses?'' I said, "No, I cannot even take that.'' He said, "Well, I should be very pained and very hurt indeed. We have known each other all our lives, and if you do not accept it I shall be very hurt and think that you won't accept it for the reason that I have offered you a promissory note in place of the cash.'' I said, "My dear fellow, such a thing never entered my head.'' He said, "Well, I ask you to accept this as a present from me towards your election expenses, and if you do not take it I shall be very hurt.'' I finally accepted it from him, and thanked him for it. I considered it a very handsome present—something I had never expected or looked for After I had said that I would accept it he walked over to the counter with the promissory note, and asked the teller what the amount of stamp duty was, and he paid the amount, and I believe he put the stamps on, and then handed me the promissory note.

128. In whose handwriting is the promissory note?—I should certainly say in Mr Bayly's own writing

129 I understand you to say that this was a present voluntarily given by Mr Bayly to you to assist you in connection with your election and other expenses in the matter?—Yes.

130. It was volunteered by him, and not suggested by you?—No, I never made a suggestion about it.

131. I understand that your sole interference in connection with the sale of the property to the Government consisted in the forwarding of the petition and accompanying the Board over the property?—That is the only thing I had to do with it.

132. Now, Mr. Symes, may I take it that this sum of £300 and the amounts which have been mentioned in connection with the west coast Native reserves are the sole moneys received by you in connection with any matter affecting the Government?—That is so.

133. Now, I want to take you through the list of west coast reserves, but I want just to put one or two questions to see that I understand the matter. I understood you to tell me that you had no arrangement, express or otherwise, with the lessees to receive any commission of any sort or kind until after the moneys had been appropriated by Parliament?—Precisely

134. Secondly, that the arrangement under which you received commission was commission for collecting the money from the Treasury?—That is so.

135 And made after the moneys had been appropriated by Parliament?—That is so.

136. And then commissions were paid to you after the moneys had been received from the Treasury?—That is so.

137 *Mr Myers*] Mr Symes, may we take it that when you communicated with the then Prime Minister, Mr Hall-Jones, with regard to the acquisition of Mr. Alfred Bayly's property, you were acting solely as a member of Parliament?—Yes.

138. In the interests of your district?—Yes.

139 And in no way as agent for Mr Bayly?—In no way whatever

140. You recommended strongly, did you not, as your letter shows, the acquisition of the estate?—Yes. Whatever I felt at that time and whatever I wrote was correct.

141 Well, Alfred Bayly told you, according to your evidence, that he regarded the purchase of the estate as due to your exertions?—Yes.

142 Did you agree with him?—Well, the only exertion I had was through the letter and my explanation.

143 Do you agree that it was due to your exertions or influence in any way that this property was acquired?—No, I do not think so.

144. If you considered that Alfred Bayly was wrong in thinking that the acquisition of the property was due to your exertions, why did you accept the £300?—I did not accept anything in connection with the sale of the property

145 Well, Alfred Bayly, according to you, said that he was giving you the £300 because he wanted you to have it as it was owing to your exertions that the property had been acquired. If you say now that it was not due to your exertions or influence that the property was acquired in any way, why did you, I ask you, accept the £300?—I did not know what was in Mr. Alfred Bayly's mind. I said to him that I did not claim anything in connection with the sale of the property, nor had I acted in any way or in any capacity on his behalf

146 But according to your own evidence I put it to you that you did know what was in Alfred Bayly's mind, because he said to you that the acquisition of the property was due to your exertions. Did you not say that?—I think so.

147 Then, if you say that your exertions had nothing to do with it—and this is the last time I shall ask you—why did you accept the £300?—I accepted it as a present from Mr. Bayly at his special solicitation, but not in connection with the sale of the property at all.

148. Mr Bayly said to you, according to your evidence, "I have to thank you for the sale" ? Yes.

149 Did Mr Bayly have to thank you for the sale?—I said that he did not.

150. Then why did you take his £300, seeing that was the reason why he was offering it to you?—I declined to accept it on the sale of the land.

151 But you succumbed finally to the temptation?—Not for the sale of the land though.

152 Well, why did you take it, seeing that that was the reason he gave to you why he was offering you the money?—Mr Bayly assured me that if I did not accept it as a present from him he would be very hurt and offended.

153. But why did you not say to him, "You have not to thank me for the sale, it was not through my exertions, and therefore you are offering me £300 because you think I got you this money I will not take it." Why did you not say that, and refuse to take it?—I brought the whole matter under the notice of the Government through the petition, and I suppose that is why he considered I was entitled to consideration—not for the sale of the property He considered that I had, through bringing the matter before the Government, effected the sale of the property

154. Well, what did you think he meant when he said, I have to thank you for the sale"? —I do not know

155. Now, this payment was made to you in September, 1906, was it not—that is the date of the promissory note?—Yes.

156. There was no election in that year, was there?—No, but there had been one the year previous.

157 Now, I am going to leave that transaction altogether Now with regard to the other transactions, do you say that there were no politics about the matter at all—that it was purely a business matter?—All business.

158. Did you discuss with any of the people who received moneys from the Government as refunds this political aspect of the matter?—No.

159 Now, I want to read to you two letters amongst those which my friend has put in, and to ask you whether these are two letters you received. Mr Newland, you say, was one of the principal men in the matter?—Yes.

160 Did you receive this letter from him, dated 11th August, 1905 "I only got the petition back from Hawera last night, but take the first opportunity of sending it to you In sending it back they made no suggestion as to who was to come down and give evidence, so please let me know when it will be likely to be heard, and I will not fail to get some one or come myself Some I have spoken to seem to be afraid they are not of the right colour" What does that mean?—I could not say I do not know what was in Mr Newland's mind.

161 Do you mean to say you do not know what was meant by that?—I know what is usually meant by "men not of the right colour —that they are not Government supporters.

162 I will read the balance of the letter: "—which personally I think is a great mistake. You are aware, like the rest of us, that it is only our own money we are asking for and a debt owing to us which should have been paid long ago. Personally from the tone of your letter to me, I have great hopes of the affair being settled this time, and if you are instrumental in getting it done you may take my word it will be a long time before you are forgotten. Hoping you will get a good hearing and a successful one, I remain, yours sincerely, G. S NEWLAND ' Did you receive this letter dated 15th October, 1905, from Mr Newland "I must say I was agreeably surprised on receiving your letter yesterday, as I was under the impression that more evidence would have to be got for the Committee to consider My reason for thinking so was the *Hansard* report of the first finding of the Committee, which looked rather black for us, but, thanks to the able manner in which you fought, and the manner you were backed by the west coast members and others outside, Mr Wilford for one. If you and your backers do not get the hearty thanks of the petitioners, all I have to say is that you ought, in the most substantial way they are able to give it. What will surprise some is that all who took a prominent part are Government men, and on that account alone I do not see that the Government can do anything else but give effect to the last report. ' Did you receive that letter?—I dare say

163. You say that politics had nothing to do with the matter at all?—Yes.

164. Will you be good enough to explain this letter which I will read to you "I know that I can get these claims settled, or otherwise, but if all the petitioners are going to treat me the same as your firm propose, well, it will be otherwise." What did you mean by that?—That I had the information, and that if they were going to treat me like that I should not do anything to help them by way of or through the information that I had in my possession.

165. What do the words "or otherwise" mean?—Well, that I would not do anything for them.

166. Do you not think now that that is rather an unfortunate expression?—Probably

167 Do you not think that it is consistent—that any one reading it would come to the conclusion that your reference was to influence which you could bring to bear?—I do not think so.

168. Read the letter and just see?—No, I do not see any other construction than I say

169. Well, why did you go on to say, 'I am not using this as a threat"?—Well, I was not using it as a threat.

170. Well, what were you using it as?—Well, I was using it in my own self-defence.

171 Did not Messrs. Hutchison and Haddow write to you primarily as member of Parliament and as member for the district in which those lands were situate?—No, I do not think so.

172. You say in your letter to Hutchison and Haddow, "I will not lift a finger to help the above claims under £20 each"?—Yes.

173. Why?—Because I thought it was worth it.

174. You said in your evidence that you thought it was rather a difficult matter to collect the money what did you mean by that?—I thought, if Mr Hutchison could not collect it it would be a difficult task.

175. Did you seriously mean that, or did you not mean that, in conjunction with this letter, it was a difficult matter because of some other reason?—No, no other reason whatever I considered that if Mr Hutchison could not collect his debts he must look upon it as a very difficult matter to collect, and that my services were worth what I asked for, and if they did not want my services they could say so.

176. In a letter you wrote to Mr Lysaght you said that unless his father's estate paid your claim you would take care to keep his name and his brother's off the second petition?—As far as I was concerned.

177 Now, Mr Symes, in those communications were you not writing as a member of Parliament, referring to a petition which you were preparing?—No, I was not.

178. But your letters show it?—But the petition was not being prepared, and he was not a constituent of mine.

179 But you say in your letter that you are preparing a second petition?—By order of the constituents.

180. And that you will keep their names off?—That I would not send it up to them, but I did. I sent it to Mr F Lysaght.

181 Supposing Mr. Brian Lysaght had refused to pay you the claim which you made against his father's estate, and supposing you had been asked by him as a member of Parliament to present a petition, would you have done it?—No, I would have referred him to his own member

182. Would you have presented it, seeing that the lands the subject-matter of the petition were in your district?—No, they were not.

183. Where were they?—In Hawera.

184. You would have declined to do it?—I would have referred it to the member for the district.

185 And would you have withheld any information that you possessed, which you threatened to do?—I may have or may not. I dare say I would.

186. Do you seriously think that?—My information which I acquired I never acquired as a member of Parliament.

187 But had you not acted in the previous petition of 1905, and heard everything that went on?—I knew everything that went on.

188 Now, you were yourself one of the petitioners, were you not?—Yes.

189 And at that time, in 1905, you had been a member of Parliament for nine years?—For some time.

190. You presented the petition from yourself and others?—Yes.

191 Was that proper?—Mr George Johnston and others.
192 And you were a petitioner?—My firm.
193. But you were interested in the petition?—Yes.
194. Was it proper for you to present the petition?—I think so.
195. Was it?—I think so.
196. Do you not know that the Standing Orders prohibit it?—No.
197 That a member cannot present a petition from himself—do you not know of that Standing Order?—No.
198. You do not know of the existence of that, after being twelve years in Parliament?—No.
199 And you also spoke in the House, and moved that the petition be referred back to the Committee?—I did.
200. A petition in which you were personally pecuniarily interested?—Well, if you put it that way, I suppose so, yes. I was not thinking of myself at the time I did that. I was presenting the petition for others.
201 In one of your letters to Mr Gower you say, That three or four of the lessees had suggested that we should make little surprise presents to a few of the members, and I mentioned the names.' What were their names?—
Mr Skerrett I object.
The Chairman I hardly think it is right. It is dealing with the same question as regards Mr Bollard, and I want to keep clear of that.
202. *Mr Myers*] Well, I will not press it. I submit I can ask this Do you think it is proper that presents should be given in this way to members of Parliament, as was suggested in that letter to Mr Gower?—It was not suggested in the letter to Mr Gower
203 You say in your letter to Mr Gower that it had been previously suggested?—I think there is nothing wrong in doing so. I should think nothing of giving my fellow-member a present. In fact, I have had even a present of a walking-stick.
204. But presents for helping and getting petitions through Parliament?—It was not intended for anything of the sort—certainly not.
205. But you say in your letter, I said No, but that three or four of the lessees had suggested that we should make little surprise presents to a few of the members, and I mentioned the names, who had prominently helped to get the matter through ' ?—That is, those who had helped me to get the matter referred back.
206. Just what I thought. I ask you, do you think it proper that members of Parliament should accept presents for helping to get matters through, as you put it?—I think there was nothing improper in what I stated there.
207 May I take it then that you see nothing improper in giving presents to members, or members taking them, for services rendered by members who have prominently helped to get a matter through Parliament?—But Mr Gower understood that was a different thing.
208. May I take it that you see no harm in that?—It was not intended for helping or anything of the sort. I could see no harm whatever or any wrong whatever in what the lessees suggested to me—nothing whatever.
209 Well, I will leave it at that. I think you said before that you were a land agent?—Yes.
210 Were you a land agent in 1905?—Yes.
211 Do you know that you are on the Patea roll for that year as a farmer?—Very likely I have been on the roll for a great number of years, and have not been altered.
212. With regard to the lessees, do you know that Messrs. Samuel Gower, W Gower, and George Gower were in the Patea electorate, and were so in 1905?—Yes.
213 You say there was no arrangement with any of the petitioners, express or implied, as to remuneration: do you dispute that you charged or accepted money from some of those people for doing work in Parliament?—Yes, I do.
214. Then, will you explain the meaning of your bill to the executors of Lysaght's estate, when you say, "The above commission includes stamps, telegrams, stationery, and time devoted in hunting up documents and evidence, preparing petition, and attending before the Petitions Committee and giving evidence at length on two occasions." Will you explain what you meant by that?—I have already explained to the Committee that that was to show Mr Lysaght, who understood this matter thoroughly, that all that was given them for nothing, and that on the previous occasions that had to be paid for by the lessees.
215. But you do not show that you say that that commission includes time devoted in hunting up documents and evidence, preparing petitions, and attending before the Petitions Committee and giving evidence at length on two occasions?—It may be a bad way of putting it.
216. We were talking about political influence and about the reasons for your saying that it was a difficult job for Mr Hutchison to get his money Would you mind explaining your letter of the 8th November, 1907 to Mr. Haddow, in which you say, "I quite agree with you it will be quite useless Mr Hutchison taking any steps on his own account—in fact, in my opinion he will do well to keep out of it until the vote is passed by the House." What did you mean by that?—I understood the vote was passed.
217 Oh, no! that will not do me. What did you mean by what I read just now?—There was a dispute between Hutchison and Durie about this matter. Mr Durie was claiming this refund—they were both claiming—and Durie had employed a firm of solicitors in Wellington to intercept it for him, and I thought it would be wise that Mr Hutchison should not appear in the matter as I had represented Mr Hutchison, as he was the petitioner, and not Mr Durie at all.
218. Then you did represent Mr Hutchison as a petitioner?—Yes, I did, because he was the petitioner.

219. Is that the best explanation you can give?—He was the petitioner, and not Mr Durie.

220. Is that the best reason you can give for the words in that letter I have just read?—It was owing to a dispute between Mr Hutchison and Mr Durie that it was wise Mr Hutchison should leave the matter alone.

221 That is the best explanation you can give?—Yes.

222. *Right Hon. Sir J G Ward.*] Mr Symes, were you ever appointed or did you ever act in the position of Government Whip?—Never

223. Were you at any time employed by the Government to purchase or secure estates for the country?—No.

224. Have you ever received at any time any payment from the Government or from the Land Purchase Department in connection with land-sales to the Government?—Never

225. Did you at any time inform any member of the then Government or present Government, or any member of the Land Purchase Board, or any Government officer, that you were being paid or expected to be paid for the services you were rendering to the lessees?—No, never

226. The £2,000 that was put upon the estimates to pay the award of the petitioners—was that the full amount of the expenses incurred by the lessees under that award in connection with the first petition?—No. The Government must have added more, because that did not pay the sixteen or seventeen petitioners.

227 The £2,000 did not pay them?—No.

228. When that vote was put upon the estimates and passed through the House, as the question of political influence has been introduced, was any exception taken to the vote by any member of the Opposition?—No, there was no exception taken by any member in the House.

229 *Mr Massey.*] That was in 1906?—I think it was. I have no recollection of any one even speaking about it.

230. *Right Hon. Sir J G Ward.*] Would you be good enough to state what you meant to convey in your letter of the 28th July, 1906, to Mr Lysaght, when you used the words, "I hold the key of the position"?—Simply that I had all the information in connection with the matter. If they had had it they would not have asked me to help them.

231. Did you mean that in any way to imply that you could exercise any control or influence over the expenditure of any part of the vote of £2,000 that was authorized on the estimates?—Most certainly not.

232 Do you think you could have exercised any influence in preventing the Government making payments out of that vote?—Certainly not.

233. Had you ever tried upon any other vote to stop a payment?—No.

234. Now, in reference to Hutchison and Haddow's matter, I understand from the correspondence that you received authority from Hutchison and Haddow to make representations to have payment of the £134 in connection with the award of the lessees made to Mr George Hutchison, and also a claim of £125 for law-costs?—Yes.

235. Were both amounts paid?—I think not—only the £134, so far as I know

236. Now, the suggestion is made that you were able to exercise political influence to obtain payment of the £134 for Mr Hutchison. I assume if that were correct that similar influence would succeed in obtaining payment of the £125 for law-costs?—Certainly it would.

Mr Skerrett And it had the favourable recommendation of the Committee in its favour

237 *Right Hon. Sir J G Ward.*] And the claim of £125 had the favourable recommendation of the Committee in its favour?—Yes, I think Mr Hutchison was entitled to the £125.

238. *Mr Fraser*] The Committee did not say so?—Yes, they did—they gave a favourable recommendation.

239 *Right Hon. Sir J G Ward.*] Both items were recommended to the Government for favourable consideration—the £134 and the £125?—Yes.

240. As a matter of fact, the £125 has not been paid by the Government yet?—Not so far as I am aware. At any rate, they have not paid me my commission, if the Government has paid it.

241 Did you receive any payment from the Government or from any Government officer in connection with the amount that you obtained for Mr Hutchison?—No, never

242 Did you acquaint the Government or any member of the Government with the fact that you had an arrangement with Messrs. Hutchison and Haddow that you were to receive a sum of money for the services you were rendering in collecting Mr Hutchison s account?—No, never

243. Now, I want to ask you a question in connection with the promissory note for £300 that you received from Mr Alfred Bayly · you say that you did not act as his agent?—That is so.

244. In connection with the promissory note for £300, did you at any time intimate to any one connected with the Government or any Government officer that you had after the sale of that land accepted a present in the shape of a promissory note for £300?—I never mentioned it to any one.

245 If you had acted in the capacity of agent for Mr Alfred Bayly upon the sale in connection with the £21,000-odd, what rate of commission to a private person as his agent would you have charged?—I should have charged 2½ per cent., which would amount to about £700. No agent would have taken it up under £500 or £700 to sell it.

246. The commission upon that at 2½ per cent. would have amounted to £525?—I do not know what the amount was, but I should have charged 2½ per cent.

247 If that promissory note for £300 you received from Mr Bayly had been 2½ per cent. commission, it ought to have been for £525?—That is so.

248. With regard to the suggested presents to members which have been referred to during the cross-examination, did you make any personal intimation to any members of Parliament that you intended to make them presents?—No, never

249. So that the suggestion of the proposed presents to members was made without their knowledge or acquiescence?—Yes. It was made not by me, but by a lessee, who suggested it. The suggestion never came from me.

250 Apart from any members, was any intimation conveyed by you or by any members to the then Government that you contemplated making presents to the members for their services? —No.

251 Do you accept responsibility for the statement made in the letter of the 11th August as to the effect of the right colour upon you as a member or upon members of the House or upon members of the Government?—No, I thought it was an ordinary common saying. I took no notice of it; I paid no attention to it.

252. To put it in another way, can you be expected to accept the responsibility of what another person writes to you about?—No, certainly not.

253 That suggestion of "the right colour" in that letter of the 11th August was never transmitted by you to the Government?—No.

254. In Mr. Newland's letter he states that all those who helped you in the House were all Government men when the question of referring the petition back to the Committee for consideration came up. Is there anything unusual in the members upon either side of the House supporting a man on their own side in remitting a petition back to a Committee for reconsideration?—No, certainly not, but I really think some of the Opposition supported me. If they did not speak I am certain they voted, and I believe it came to a vote.

255. Well, as a matter of fact, Mr Symes, is there anything uncommon in members upon either side of the House supporting members of their own party in the action he takes in the House?—Nothing unusual; in fact, it is the usual thing rather than unusual.

256. Have you received any commission in connection with the sale of any property to the Government jointly with any other person—Mr Major, for instance?—Never

257 If the statement is made that you shared a commission with Mr. Major upon a sale to the Government or Land Purchase Board, is that untrue?—Absolutely untrue. I never had any business transaction with Mr Major in my life in the shape of land or otherwise, and never shared sixpence commission with him.

258. In connection with the transmission of the amount upon the sale of Alfred Bayly's estate, for which the price was £21,000-odd, did you receive payment for transmission to him?—No.

259. As a matter of fact, during the last session of Parliament what was your general attitude towards the Government—was it one of general support or keen criticism—sometimes most adverse to them?—Yes, sometimes.

260. Was your attitude during the last session of Parliament what one might term a politically friendly one?—Well, politically, no, it was not.

The Chairman: I think we had better adjourn now; but in regard to the other charge, Mr. Myers, what have you to say? Can you give us any idea of what it is?

Mr Myers: I think the fairest course would be to hand it in when Mr Blomfield arrives to-morrow

The Chairman Can you give us any indication of what the charge is?

Mr Myers: Yes, the charge is similar to this charge against Mr Symes, No. 3—a charge of receiving from various petitioners, against Mr Kaihau.

The Chairman: How many witnesses do you think it will be necessary to call?

Mr Myers About nine.

The Chairman Then that concludes your charges?

Mr Myers: Yes.

The Chairman You have another charge against Mr Kaihau?

Mr Myers: There is one charge against Mr Kaihau and one against the Government—three altogether

The Chairman · Those are all the charges Mr Hine is bringing?

Mr Myers: Yes.

Right Hon. Sir J G Ward I want to say that I propose to call Sir George Clifford and Dr Findlay in the matter of the Flaxbourne Estate.

The Chairman: Have I got all your witnesses now, Mr Myers?

Mr Myers I think so. If there are any more they are simply to produce files. For instance, Mr Kensington may have to be called instead of Mr Jackson Palmer I think I ought to tell the Committee that a number of the witnesses in Kaihau's case are Natives, whose evidence will have to be interpreted, and that does not tend to shorten the proceedings.

In Committee.

The Chairman: It is plain, gentlemen, that there will have to be a number of sittings of the Committee yet, and the question is whether we should not meet more frequently. Is it not desirable that we should sit more frequently and longer? I should like to have an expression of opinion from you. There is also the question of Mr Symes getting away.

Mr Massey: I should have been perfectly satisfied to let Mr Symes go away when the legal gentlemen had closed

Right Hon. Sir J G Ward Yes, so should I I do not mind meeting at half past 5 to-night, and we will finish his evidence in half an hour You can meet in my room if you like.

Mr Buchanan It would be a pity if he cannot get away

The Chairman Now, in regard to meeting earlier

Mr. Massey I do not care to sit earlier than 10 30 in the mornings.

Right Hon. Sir J G Ward: I think 10.30 is early enough to meet in the mornings. I do not mind meeting on Saturday, if you like.

Mr. Massey I object to meeting on Saturday

Right Hon. Sir J. G. Ward I move that we meet on Friday at 10.30 also, and that Mr Symes be informed that we meet at 5.30 to-night. (Agreed to.)

WALTER SYMES further examined.

261. *Right Hon. Sir J. G. Ward.*] Mr Symes, I want to ask you a question relative to the letter of G. S Newland's of the 11th August, in respect to the quotation from that letter which was read by Mr Myers, "Some I have spoken to seem to be afraid they are not the right colour,' and then the letter goes on to say, "which personally I think is a great mistake. You are aware, like the rest of us, that it is only our own money we are asking for and a debt owing to us which should have been paid long ago." I want simply to ask you, in connection with that, whether you assumed there was any suggestion of political colour being introduced into this matter to do an improper thing?—No, I never dreamt of anything of the sort.

262 Is Mr Newland, the writer of that letter, a respectable settler?—Yes.

263. *Mr Massey*] Did I hear you say this morning that you were never Government Whip?—That is so.

264. Are you quite sure you never acted as Government Whip?—Never in my life—never for one moment.

265. You never went round to arrange the pairs?—Never

266. Think again?—No, never Such a thing was never offered me, and if it had been I would never have accepted it. I never was Government Whip

267 If you were not going away to-morrow I think I could bring it to your recollection that you have acted temporarily and for a short period as Government Whip?—No, never

268. In regard to the presents which were supposed to have been made to you, Mr Symes, were the Baylys supporters of yours?—No. Mr Alfred Bayly was at one time.

269 Was that the man from whom the land was purchased?—Yes, he is the one who died.

270. Is it usual for the people who take an active interest in political matters in Taranaki to make presents such as the one you are supposed to have received?—I cannot say; but Mr Alfred Bayly never took any active part in politics.

271 Was he on your committee?—No.

272. Was he an active supporter of yours?—He was at one election, but he was never on the committee.

273. Which election was that?—I do not know whether it was the election of 1896 or the following election.

274. That was when you were first elected?—I am not sure whether it was that election or the following.

275. Was he one of your constituents at that time?—Yes, he was a next-door neighbour of mine.

276. And did he remain a supporter of yours?—I cannot say

277. He took no active part?—No, no active part either one way or the other

278. And yet he insisted on your accepting £300 to pay your election expenses?—Yes.

279 What did your election expenses amount to?—I cannot say from memory.

280. Would they be over £300?—I could not say I have got the foggiest memory

281. Are you prepared to say it was over £300?—I could not say now The election expenses were very heavy The hall account came to about £50 or £60.

282. Do you think it was over £300?—It would be, including my own personal expenses.

283 Do you know that the limit by law is £200?—I know the limit, but your own personal expenses are not included in the election expenses.

284. I think they are?—Board and lodging and hall would come to very nearly £200.

285. Do you remember writing to Mr McCluggage in reply to a letter of his about Government advertisements in the Stratford paper?—Well, I did not remember it until I saw the letter

286. You recollect it now?—Yes.

287 You wrote him as a director of the paper?—No.

288. Not as a director of the paper?—No.

289 Was it not as a director of the paper that he wrote to you?—No.

290. Was he not a director of the paper at that time?—I could not say I do not know whether he was. I was not aware of the fact that he was a director of the paper when I wrote to him, at any rate. In fact, I had forgotten all about the letter

291 You remember saying to him in winding up the letter, "You are at liberty to make use of this privately with manager and directors, but not for publication"?—I knew he was a shareholder, but not that he was a director

292. Are you satisfied now that he was a director?—If he says so I am satisfied, but I did not know of my own knowledge.

293. Then, if he was a director your letter to him would be to a certain extent official?—Yes, in that case.

294. *Mr Allen.*] Were there any petitions to Parliament from these west coast lessees prior to 1905?—Oh, yes!

295. Many of them?—Well, I could not say; there must have been a good many

296. Did you present many yourself?—No, I did not present any before.

297 Who presented them, do you know?—I cannot say. It was away back in the nineties.

298. Do you know what the reports on the petitions were?—No effect was given to the reports, whatever they were.

299 No effect was given to the petitions prior to 1905?—No. Mr Bell appeared on one occasion, and on the next occasion Mr. Levi appeared, and after that—I am only speaking from memory—I think Mr Hutchison did present a petition.

300. They were the same petitioners, I suppose?—Yes.

301 Year by year were they petitioning?—I do not know, but I know there were several petitions presented, and the lessees were under the impression that Mr Hutchison presented a petition every year for them. In fact, they said that he had told them that he presented their petition every year.

302 And did he not do so?—I cannot say He never presented a petition for them after I became a member, to my knowledge.

303 You do not know the report on those petitions?—No, I do not know what the reports were.

304. Messrs. Wilson and Frere were concerned in this inquiry, and I think you said they were at Home?—Wilson is somewhere in Australia, and has been for a great number of years —years before I became a member at all.

305 Where was their land?—At Waverley

306. Is that in your electorate?—It was, but they had no land after I became a member They had sold it out long before I became a member, and they left New Zealand. Mr Wilson was living in Australia, and Mr Frere in England.

307 How came they to be petitioning in 1905?—They paid to uplift the award, and they left a power of attorney with Mr William Wilson to act for them in New Zealand.

308. Their land had been in your electorate, but was not then?—They had been, but never while I was a member

309. You cannot tell me whether there were any favourable reports about any of the petitions prior to 1905?—No, not from my own knowledge.

310. *Mr. Buchanan.*] You made a distinction between the commissions payable or paid by your constituents and those outside your constituency In what way did you draw the line?—I never asked for any commission or anything from my constituents, and I considered that anything I could do for my constituents I would do willingly, but I did not feel called upon to go outside my electorate to work for other members' constituents.

311 In that case, did you consider yourself perfectly free to take a commission for parliamentary work done in the case of settlers outside your electorate?—No, not parliamentary work. I looked upon that as having no right to take anything for parliamentary work from any one.

312 The question was put to you, I think by the Prime Minister, as to whether or not you acted as Government Whip at any time?—No, I never acted as Whip.

313 *Right Hon. Sir J G Ward.*] You must be pretty hard up when you try and draw that in You never acted for one moment as Whip?—No, sir

Mr Buchanan I will explain I recollect as if it were yesterday——

Right Hon. Sir J G. Ward Mr. Chairman, I object to Mr Buchanan making a statement of that sort. He is not a witness. It is a monstrous thing to suggest, anyhow

The Chairman: Yes, put your question, Mr Buchanan.

Mr Buchanan I want to make a short statement, and then put a question to the witness on that statement.

314. *Mr Buchanan* (to witness).] If I tell you that I recollect distinctly the fact of one member on the Government side of the House telling me that it had been arranged you were to act as Whip for a time, would you say that the information given to me was incorrect?—Yes, incorrect.

Right Hon. Sir J. G Ward: Are you responsible for the statement being made that he was acting as Whip—for the statement by Mr Hine?

Mr Buchanan: No.

Right Hon. Sir J G Ward Mr Myers has been advised by somebody

Mr Buchanan: I have no hesitation in answering that. The question of Mr Symes being Whip for the Government was raised quite apart from me.

Mr Myers The statement has not been made by Mr Hine.

The Chairman: If the statement was made to you, Mr. Buchanan, it is not in accordance with fact.

Mr Buchanan: That is what I understand his answer to be.

Right Hon. Sir J G Ward What I want to know is who instructed or suggested to Mr Myers that Mr Symes was Government Whip.

Mr. Myers: A question is one thing, and a suggestion is another

The Right Hon. Sir J G Ward: I want to know who suggested it.

Mr Myers: The Prime Minister has no right to ask me such a question.

The Chairman You took the responsibility of asking the question

Mr Myers: Most certainly I take the responsibility I asked the question at an early stage, and I accepted the answer, and I have not repeated the question since.

Right Hon. Sir J G Ward Yes, but two members of the Committee have.

315 *Mr Buchanan* (to witness).] I have nothing more to say upon that head. Can you explain to the Committee what the fresh facts were on which you urged a rehearing of the petition when it was sought to be referred back to the Committee?—One of them was what I had from Mr Newland when he was down here. He brought a lease that had been prepared by the Public Trustee, and there were other facts. The lease was ready for signature, but had never been signed. He also gave me two letters signed by Sir Harry Atkinson, who was Premier at the time. Those I laid before the Committee that dealt with the case of the petitioners. Those were some of the facts, but I do not remember all of them now

316. *Mr. Skerrett*] Mr Symes, did you ever hear questioned in Parliament or questioned officially by any side of the House the justice of the recommendation of the Committee reimbursing to the lessees the moneys paid by them to uplift the awards?—Never

317. Have you yourself any doubt of the justice of the recommendation of the Committee?—None whatever It was a thoroughly just recommendation.

318. You spoke of a suggestion made to you by some of the lessees to give small presents in recognition of the assistance of some of the members who had helped you to reopen the question of the petition?—Yes.

319. Was it ever contemplated that those presents should be of any intrinsic value?—No, something small, such as giving a member a pipe.

320. Were you to be a contributor to the fund?—Yes.

321 You meant quite a small sum—a small present?—Yes.

322. Some small recognition for what you considered was assistance in performing an act of justice?—Yes.

323. My learned friend Mr Myers has asked you whether the three Gowers were constituents of yours?—Yes.

324. They were?—Yes.

325. To none of them did you charge commission?—None.

326. The only transaction you had with any of the three Gowers was the transaction which has been fully detailed to the Committee?—That is all.

327 *The Chairman*] Can you give the Committee the expenses that you are alleged to have paid out in connection with these petitions?—No, I could not possibly do so now

328. Can you give the Committee any idea as to the amount?—No.

329. Would it be £5?—I should say it was considerably more than that.

330. Can you give us any idea?—No, I cannot. I have nothing to go upon.

331 Well, in respect to what purposes of objects were the expenses incurred?—Well, I had stationery, and stamps, and telegrams to pay for, and I paid for the petition being prepared.

332. Do you remember the amount?—No, I do not.

333. And train fares?—Yes. Well, there were no train fares for myself, because I travelled on my member's pass.

334. Hotel expenses?—Yes.

335. Well, can you give us a list?—I could not possibly

336. If another person had taken up this work and continued it, what disadvantage would he be in compared with you in regard to successfully carrying on the work?—Well, the only disadvantage would be that they would have to pay their own train fares, which I had not to pay Any other commission agent, I take it, could have done the work in just the same way as I did.

337 You said that in consequence of certain information you possessed you were in a better position—that you held the key of the position?—That is so, I had all the information in connection with the petitions. I had all the knowledge of how and what they paid when the arbitration was held. I knew practically all the land and all the people, so that any stranger would have had all that to find out. I knew it all.

338. You said, Mr Symes, that if the work had been done by others they would have to pay more than was paid to you?—Yes, they would have charged 10 per cent.

339. Who would charge?—Well, the ordinary collection of debts is 10 per cent.

340. What business have you carried on—have you had any special training?—I was a land and commission agent.

341 How long have you been carrying on that business?—For about twelve years.

342. Continuously?—Yes. Some years ago I was an auctioneer and licensed land-broker

343. You know Mr George Hutchison?—Yes, unfortunately

344. Does he know what your occupation is, and the business you carried on?—I could not say. I do not know whether he did or not.

345. In your letter there you mentioned about carrying on a land-agency business?—Yes. He must have known, because Mr Haddow knew I was a land and commission agent, so that Mr Hutchison, I should say, would also have known. I cannot say personally whether he did or not.

346. You say that you received this £300 as a present?—Yes.

347. For what?—Well, I can only say what Mr Bayly gave it to me for—towards election expenses.

348. But in respect to what—any services rendered?—He did not say so. He asked me to accept it.

349. Did you take it in respect of any services rendered?—No.

350. Why did he give it to you?—Well, I cannot tell you why

351 Do you think one person would give a present of £300 to another individual for nothing—out of love?—It has been done.

352 Was it given to you as a kindly feeling towards you, or what?—Yes. I may say this: that Mr. Bayly and myself were like brothers; in fact, I knew Mr Bayly better than I know some of my brothers, because we had lived alongside each other for a great number of years, and we had had all sorts of dealings. I bought land from him, we helped each other to muster and to shear, and we helped each other on our respective farms.

353. Did you consider that receiving payments from these petitioners was inconsistent with your position or dignity as a member of Parliament?—No. If I had received them as a member of Parliament I should have considered it so, but I did not receive them as such. I charged them in my capacity as a land and commission agent.

354. Have you at any time charged your constituents for services rendered?—No, never

355. Have you ever charged them for anything done which you consider comes within the scope of your duties as a member of Parliament?—No, never

356. *Right Hon. Sir J G Ward.*] Mr Symes, the letter that you wrote to Mr McCluggage dated the 4th October, 1905, which you stated in the body was private and confidential—have you since given authority to anybody else to make use of that letter?—Never

357 When that letter was sent to Mr McCluggage with "private and confidential" in the body of it, and with the statement that he could show it to the manager and directors if he wished, did you intend it to be passed on to anybody else?—No, I never expected it to pass out of his possession.

358. You never gave your authority for him to use it?—No, never

359. *Mr Massey*] I think you informed the Committee that you made this charge or received these payments on account of collecting certain amounts from the Government?—Yes.

360. Did you collect the money?—Yes.

361 Was the money handed over to you?—In a great many cases the vouchers were sent to me—the people had signed the vouchers authorizing me to give receipts for the cheques.

362 But not in every case?—No, not in every case, but in the majority of cases that was done.

363. You still think it was worth 10 per cent. to collect money from the Government in that way?—That is the usual charge for collecting it from anybody

364. Even from the Government?—I treat the Government the same as I should treat an individual.

Mr. Myers: I have been talking to my friend about fixing the date for the Flaxbourne charge. The difficulty is this: that there may be some trouble in getting it heard next week. One witness cannot possibly be here next week, and I understand that my learned friend Mr Skerrett may be away next week. If it is possible to take the case on Friday, that would be quite convenient to both counsel if it is convenient to the Committee.

The Chairman It would mean breaking off the charges against Kaihau, would it not?

Mr Myers. Yes, and then, on the other hand, if it is not heard next week I am afraid it may inconvenience Parliament generally if Parliament is going to wait till all these cases are finished.

The Chairman Yes, the Committee will consider that, Mr Myers.

Mr Myers: If the Committee decide to take that case on Friday, may I ask that Mr Griffin may be informed. He is one of the witnesses, and also Mr Wilson Mr Wilson is in Christchurch, but I can obtain his address for you from the office, and he will come up when telegraphed for May I also ask that Mr Kensington may be subpœnaed in the case against Mr Kaihau to produce the documents which Mr Fisher has been asked to produce. I understand that Mr Kensington has the custody of those documents, and he will have those documents here to-morrow, and I will endeavour to make him the first witness.

The Chairman Will you require Mr Jackson Palmer?

Mr Myers: I think not. I think we can do without him. He says the documents he has been asked to produce can be produced by another officer of the Government.

In Committee

The Chairman There are two matters I want to mention: The first is, whether members are to be allowed to correct their questions, and, if so, when. Personally, I think it is hardly necessary

Mr. Massey: I hardly think so.

Right Hon. Sir J G Ward I think I should like to see my questions. I do not want to materially alter them, but I want to see they are right. My questions are not numerous, but they are important, and if by any accident they are not correctly stated I have to recognize my own responsibility, and I do not care to allow anything I say to pass without seeing it beforehand.

The Chairman: It will cause delay

Right Hon. Sir J G Ward I cannot help it. Other members may do as they think best.

The Chairman Does any other member of the Committee desire to see his questions? I take it that Sir Joseph Ward is the only one who wants to see them. Now, with regard to the order of reference, I was talking to Mr Guinness with regard to the time having expired for the Committee to report. I asked him the question, and he contends that the time has expired—that the time mentioned in the original order of reference governs the second reference to the Committee. If that be so it will be necessary for you to move some resolution asking the House for an extension of time.

Mr Massey: In order to validate what has been done?

The Chairman: Yes.

Right Hon. Sir J G Ward: I move that the House be asked for an extension of time, and to validate the proceedings from the last date of the extension of time up till now

The Chairman: You heard the application made by Mr. Myers with reference to taking the Flaxbourne charge on Friday That means, gentlemen, breaking into Kaihau's case. Personally, I think we ought to proceed, and conclude one charge at a time.

Hon. Mr Millar You are not going to keep Parliament waiting for a week or a fortnight over cases like these.

Mr Massey: If it will mean keeping the House sitting, I think we should adjourn Parliament for a day, and get on with this case for twelve hours.

Right Hon. Sir J G Ward I move that the Flaxbourne case be taken on Friday

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WEDNESDAY, 9TH NOVEMBER, 1910

W T JENNINGS, M.P, sworn and examined. (No. 17.)

1 *The Chairman.*] What is your name?—William Thomas Jennings.

2 What are you by profession or business?—Settler and journalist.

3. Where do you reside?—New Plymouth.

4. You are a member of Parliament in the House of Representatives?—Yes.

5 How long have you been in the House of Representatives?—Over eight years.

6. Previous to that?—I was a member of the Legislative Council.

7 For how many years?—Ten years.

8. *Right Hon Sir J G Ward.*] Do you know Mr. Whitlock, who was at one time manager of the *Stratford Evening Post?*—Yes, Sir Joseph. May I be permitted briefly to make a statement?

9. Yes?—It may seem extraordinary to some people who do not know the whole of the circumstances that I should interfere with regard to the Government advertising, but in that year, 1905, I was member for Egmont, which included the suburbs of Stratford, and, in fact, the Mayor of Stratford was one of my constituents. Therefore, when Mr Whitlock came to Wellington I felt he was quite justified in coming to me, and that I should assist him in getting the Government advertisements, because his paper circulated among a great number of my constituents. That is the reason why I assisted Mr Whitlock.

10. Did Mr Whitlock see you in Wellington prior to the general election of 1905?—Yes, he came here. In those days the train came in very late from New Plymouth to Wellington—I think at half past 8. A messenger came for me when I was in the House, and I went into a sitting-room in the old buildings and saw Mr. Whitlock, and he explained to me his mission, which was to see you with the object of getting the Government advertisements for his paper

11 Did Mr. Whitlock show you that letter of the 4th October, 1905, addressed to Mr McCluggage from Mr. Symes?—As far as my recollection goes, I did not see the letter; and, justifying that statement, I got my notebook for 1905 sent down from New Plymouth, in which there is a record of my having seen Mr Whitlock. Further, during the last election I saw, when I got back from the King-country, that this letter was very much in evidence, and had been quoted by Mr Hine. My name had been mentioned in connection with it by Mr. Hine in his address, but very favourably so far as I was concerned. I do not deny what Mr Whitlock says, but my memory does not help me in saying that I saw the letter at the time he came to Wellington It was rather late when Mr Whitlock came to Parliamentary Buildings, and, knowing that the session was about ending, I wanted to be in the House; also knowing the difficulty of seeing Sir Joseph Ward, I said it was merely a matter of seeing him and making his request, as the Minister could not spend much time over it. If Mr Whitlock states that he showed me the letter I will not deny it, but, being busy, and not thinking it of any importance, it has escaped my memory

12. Did you see me for the purpose of making an appointment with Mr Whitlock, as asked for by him?—Yes.

13 Will you inform the Committee whether you brought that letter with you?—I am quite positive I did not.

14. Do you know what my answer was to his request to see him in Wellington?—I am not quite clear about it, but I think you said you would see him in the train going up to Auckland.

15. You are quite positive that that letter was not handed by Mr Whitlock to you to bring to me?—I am absolutely positive on that point.

16. Will you look at the letter for a moment?—Yes.

17 Do you observe that that letter says that it is confidential?—Yes.

18. If a letter which was marked "Confidential," and stated on the margin that it was to be used for a particular purpose only, had been handed to you, would you have made any use of it?—No, certainly not. I can give an additional reason for that. About that time I took very strong exception with regard to a private letter of mine used in Committee proceedings. I characterized the use of my private letter by Captain Bower, of Napier, in connection with the Wrigg inquiry, as a breach of confidence. I am rather punctilious as far as private letters are concerned.

19. Would you consider, as a matter of ordinary etiquette, that if a private letter was sent to you you would be at liberty to use it?—Certainly not.

20. Would you allow it to pass through somebody else and permit it to be used?—Certainly not.

21 Did you exercise any pressure with regard to obtaining Government advertisements for the *Stratford Evening Post?*—Not more than what I have done for a dozen other papers that have started in my electorate, asking that fair consideration should be extended to those newspapers in getting a share of the Government advertisements.

22. *Mr Massey*] Have you looked at this letter of the 4th October?—Yes.

23. Did you say just now that it was marked "Confidential" ?—The latter part says it is not for publication.

24. It is not marked "Confidential" ?—No.

25. You are aware that Mr McCluggage was a director of the *Stratford Evening Post?*—Yes.

26. The letter was written to him in that capacity?—Yes.

27 *Mr Allen.*] Were you present in the House recently when this matter was discussed, and when the Prime Minister was talking on the subject, and stated that he had heard about this charge prior to the general election, and that Mr Symes made a statement to clear himself?—I heard the matter brought up in the House. I do not remember the particular details, as I deemed the matter unimportant.

28. You were present?—Yes; but as to whether I took particular notice of the statement you made, I do not remember

29. *Right Hon. Sir J G Ward.* The first portion of this letter says, "DEAR MR. MCCLUGGAGE,—I am duly in receipt of your confidential letter" Then, further on it says, "You are at liberty to make use of this privately with manager and directors, but not for publication"; and on the margin it says, "Kindly return this after you have perused it and shown to Mr Copping" Would you regard it as a proper thing to publish that letter?—I regard it as a private and confidential letter undoubtedly

30. *Mr Myers*] It has been suggested to you whether you think it proper to use a letter of this kind: may I ask if you think it right and proper for a member of Parliament to write a letter of that kind?—You open up a very big question.

31 Read the end of the letter: I ask you whether you think it is a right and proper thing for a member of Parliament to write such a letter, to be shown to the proprietors of a newspaper?—I can only answer in this way: that I would not do so.

32. Or to make a threat of that kind?—I would not write a letter of that kind.

33 Would you make a threat of that kind?—If I would not write the letter, I would not make the threat.

34. When a letter of that kind comes into the possession of a person, do you or do you not think it is the right thing to show the kind of thing that is going on as evidenced by the letter—from the public point of view?—Well, I do not think it is the right thing, if I send a letter and mark it "Confidential," that it should be used.

35. You think it better to let that kind of thing go on, and not show it up?—It is a matter of degree.

36. It is a matter of opinion?—Yes.

Mr Skerrett I should like to say that there has been no suggestion throughout the inquiry that such a letter was used systematically This letter stands by itself

37 *The Chairman.*] Have you known Mr Symes many years?—Ten or twelve years.

38. Do you know his occupation during that time?—He was partly engaged in farming—as a small farmer—and as a land and commission agent in Stratford.

39 Do you know Mr Major?—Yes.

40. For how many years have you known him?—Over twenty years.

41. What business has he carried on in that time?—Land and commission agent.

42. Let me read this charge to you: "That the said Walter Symes, in the year 1905, while a parliamentary election was presently in prospect, in which the said Walter Symes intended to become and subsequently became a candidate, and being then a member of Parliament, did threaten or cause to be threatened a certain newspaper that he would use his influence as a member of Parliament to prevent Government advertisements from being given to the said newspaper unless he received the support of or was treated to his own satisfaction by, the said newspaper during the said election contest." Do you agree that this charge No. 4 is "the reproduction of the babblement of an election contest, and if the threats mentioned were uttered, they are of a class that have, so far as I know, been made the subject of parliamentary inquiry The person making the threat was not at the time a member of Parliament." Do you agree with that statement?—Yes, certainly.

43. Assuming that he was a member of Parliament, would you agree to the statement?—If he were a member of Parliament, it would be wrong.

44. Well, assuming that he was not a member of Parliament at the time?—He would take the best course he thought to secure that he would become a member of Parliament.

45. Would you consider the course he took justified if he were a member of Parliament?—In my opinion it was not justified, though there may be circumstances unknown to me.

46. Do you think it is in accordance with political propriety and the public interest that a member of Parliament should act as a land agent in offering a property for sale to the Government on behalf of a client?—If a member of Parliament is a solicitor, and conducts the business of people who may be interested in disposing of land to the Government, has he a right to follow his profession? He is in the same position as a land and commission agent. Where are you going to draw the line?

47 You make a distinction when the principal on behalf of whom the property is offered is not a constituent of the member of Parliament?—I do.

48. Will you answer the question, if you can, a little more definitely: In other words, would you legislate against a member of Parliament acting as a land agent and offering for a principal the sale of a property or properties to the Government?—Well, you are going to limit your choice as to who shall be eligible as members of Parliament if you take that into account, and say, You cannot do this and cannot do that.

49. Do you approve of legislation on those lines?—That would exclude such people altogether?

50. Yes, that no member of Parliament who is a land agent should offer property for sale to the Government for remuneration?—Well, no, I would not exclude them, for this reason: that outside the mere offer of a property by a member of Parliament, who is a solicitor or a land agent, it does not altogether govern the acquisition of the property by the Government. There are certain forms which have to be gone through. There is the Land Purchase Board to be considered, which is certainly not influenced by members of Parliament. I do not think it would be admitted by any one here that the Land Purchase Board could be influenced by any member offering a property Then, again, the offer has to go before Cabinet. Therefore I do not think that as a land agent a member of Parliament could influence the purchase of a property

51 Do you think it is according to political propriety and public interest that a man who is a commission agent and a member of Parliament should receive a commission for collecting money from the Government on behalf of persons who are not his constituents?—I can only answer that by saying that I would not do it myself, whether they were my constituents or not.

52. *Mr Massey.*] You expressed an opinion that Mr Symes was not a member of Parliament at the time he wrote the letter of the 4th October to Mr McCluggage?—No, I assumed that he wrote the letter at the time the parliamentary contest was on

53. The date of the letter is the 4th October, 1905?—That was the time when the election contest was about commencing

54. At that time Mr Symes was a member of Parliament. The dissolution did not take place until November?—I think Parliament prorogued about a week or so after the date of that letter

55 Parliament prorogued about the 31st October, and the letter was written on the 4th October?—Yes.

56. Did you notice that the letter was written on parliamentary paper, and is dated from the House of Representatives?—Yes.

57 Are you aware that a block of land, valued at £80 an acre by the Government, was purchased very shortly after at £150 an acre?—It is possible.

58. Have you ever heard of that?—Yes.

59 *Hon Mr Millar*] Do you think that the newspaper was endeavouring to take advantage of a candidate for Parliament on the eve of a general election in order that he might use his powers, whatever they might be, to gain for the paper the Government advertisements?—At that time there were two papers in Stratford, and they tried to get as much Government support as they could. I suppose, as a business proposition it was right of the proprietors of the *Egmont Post* to try and get a share of the advertising.

60. But had they not, a considerable time prior to the general election, made application to get the Government advertising?—I do not know

61 Do you consider that the newspaper was not endeavouring to bring pressure to bear on a candidate for Parliament if that were done on the eve of a general election?—If it were on the eve of a general election it would certainly bear that construction. But I do not see anything unusual or wrong on the part of newspaper managers or proprietors in asking members of Parliament to use their influence in getting Government advertisements. If they did so on the eve of a general election it would certainly appear to be strange.

62. Why should land agents alone be debarred from having any business relationship with the Government?—I have answered that by saying you will limit the choice of candidates as members of Parliament. You might just as well include solicitors with land agents.

63. Yes, I was going to suggest that. Why should any firm which is connected with a member of Parliament not be debarred? The member of Parliament does not get the commission, but his partner does. If it is wrong for a member of Parliament who is a land agent to sell land to the Government and receive a commission, it must be equally wrong for a member of Parliament who is a solicitor to get a procuration fee for the raising of money on mortgage?—It is the same principle, and if wrong in one case it is wrong in the other

64. *Mr Allen.*] Did Mr Whitlock come down to Wellington to see you a second time on the same subject?—I have no recollection of it, and I do not think so, because within a very short time he left that district and went away to Hastings.

65. You gave some evidence about the Land Purchase Board: are you aware that the Minister instructs the Board occasionally to negotiate?—Certainly.

66. Then is it not likely that a member of Parliament might have some influence with the Minister in inducing him to instruct the Board?—Quite so.

67. Would it not be more advantageous to a client to utilize the services of a member of Parliament who was a land agent than a land agent who was not a member of Parliament?—That is quite possible. But does that fact influence the Land Purchase Board?

68. I am only suggesting it?—It is only reasonable to suppose that it would have some influence.

69. Would you do it?—Probably if I were a land agent and commission agent I would.

70. Though you were a member of Parliament?—Yes.

71 Supposing you had been to see the Minister, would you do it then?—I would not use that influence.

72 Or have written to him?—No, I would not.

73. Are you aware that with regard to Mr A. Bayly's property the late Mr Seddon wrote to Mr Barron and mentioned that Mr. Major had applied to have the property purchased?—Yes.

74. Are you aware that, after further negotiations, the Premier, Mr Seddon, instructed the Board to negotiate? Are you aware of that?—No. But at that time there was a very strong feeling about Stratford that this land should be secured for close settlement. There was a great deal of agitation about securing these lands; and, knowing the whole district, I am safe in saying that these estates have turned out to the very best advantage.

75 *Mr Reed*] I want to call your attention to the letter of the 4th October Mr Symes writes, "I am duly in receipt of your confidential letter." From that it is clear that some one connected with the newspaper had written to Mr Symes asking him to endeavour to get the newspaper put on the Government advertising list?—Yes.

76. Later on Mr Symes says, "This will depend entirely on the treatment that is meted out to me during the election," and after that he says he will not make any effort in that direction until after the election. Is that not a reasonable statement for a man to make, to say that he is not going to do the paper a good turn unless it does him a good turn, otherwise he is not going to bother himself about assisting the paper?—It might be well to express that, but not to put it on paper I think any one of us who has been through an election knows that there is a lot of give-and-take business all round.

77 *The Chairman.*] Babblement?—Yes, babblement.

78. *Mr Reed*] What part in the 1906 election did this letter play?—A reference was made by Mr Hine in a speech at a meeting in Inglewood, a place that I formerly represented. When I got the newspaper I saw that he brought forward this letter.

79 The letter itself?—Yes. My name was connected with it; but Mr. Hine said he felt that Mr Jennings would never send such a letter The letter was made use of very much both at Stratford and Inglewood. The object was to publish it in the papers to the detriment of Mr Symes.

80. Then you say that this private letter addressed to Mr McCluggage was used against Mr Symes as an opponent in the election?—Yes, Mr Hine certainly used it.

81 *The Chairman.*] Can you give the Committee the date when Mr Whitlock came to Wellington to see you—the date when he arrived in Wellington?—It was towards the end of October, I think. The exact date I have not got.

82. *Mr Myers*] It must have been after the 5th October?—Probably It was close on towards the end of the session.

83. *Mr Allen.*] Have you not got your memo.-book? Can you not give us the date by refreshing your memory?—I believe it was about the 6th October, but I am not exactly sure. I have not got my book here.

84. *Mr Buchanan.*] You have stated, Mr Jennings, that you did not see why a commission agent, although a member of Parliament, should not take part in a sale of land to the Government for payment?—Yes.

85 Have you noticed in the Wellington papers lately the difficulties that have arisen in regard to members of the City Council tendering for supplies to the local body?—I have noticed that, yes.

86. You are aware, no doubt, that there are restrictions upon members of a local body doing business in which the local body is concerned?—Yes.

87 If it has been found necessary to put those restrictions upon the statute-book in regard to members of local bodies, do you not think that, whether by statute or otherwise, it is equally necessary to prevent members of Parliament getting into the same difficult position?—It would be; but it is safeguarded by Parliament setting up the Land Purchase Board. That is not influenced by members of Parliament. When the Land for Settlements Act was placed on the statute-book a clear point was made that this Board should be set up free from any political or parliamentary control, and therefore, owing to that circumstance—that the Board is a non-political Board, and the members cannot be influenced by members of Parliament—the position, to my mind, is different.

88. You are aware that the members of the Board are removable at will by the Government of the day?—Yes.

89 You are also aware that the Minister of Finance, whoever he may happen to be, takes some part in the purchase of land by the Government?—Yes, he certainly must take some part in it.

90. Do you not, therefore, upon reconsideration, think that the same restriction should apply to members of Parliament that applies to members of local bodies?—Speaking generally, I say Yes, but with the restrictions that are imposed upon members of Parliament, who cannot influence that Board, I say that the circumstances are different.

91. *The Chairman.*] Do you consider the cases of Councillors put by Mr Buchanan are on all-fours with the charge against a member of Parliament who acts as a land agent and sells property to the Government?—I do not think they are on all-fours, for the reason I have given, that you have a Board specially set up

92 *Right Hon. Sir J G Ward.*] Are you aware that under the Land for Settlements Act the Government cannot purchase an estate—I am not talking about estates compulsorily acquired—at a higher price than the Land Purchase Board recommends?—I am aware that is the case.

93. So that any suggestion that the Government of the day can exercise any influence means that the Government should have some power beyond that which the Act confers upon the Land Purchase Board?—Yes.

94. And it implies a suggestion that in the matter of the price and sale of estates to the Government the Government would require to override the provisions of the Act which compels it to purchase at a price not exceeding that recommended by the Land Purchase Board?—Quite so; it would be overriding it if the suggestion made could be carried out.

95 If the Chairman of each Land Purchase Board and the members of the two Boards upon their oaths stated that there has been no interference with them, or pressure exercised upon the Board by the Government of the day at any time, could the suggestion of Government interference in the matter of the price paid for lands be of any effect?—I do not think it is tenable for one moment, knowing the Land Purchase Board myself, and the character of the gentlemen who compose that Board.

96. Do you suggest that in the event of legislation restricting the practice which we have shown has been carried out in some cases, of members of Parliament taking commissions from private persons, that should also apply to members of firms who are not in Parliament, but who have a representative of the firm in Parliament, who conducts business on behalf of clients of the firm with the Government?—If it is wrong for a member of Parliament, I think it should also apply to members of the firm that have solicitors in Parliament. If it is wrong in one case it is wrong in the other

97 Now, with regard to the letter to Mr McCluggage of the 4th October, 1905, do you think it is honourable for an opponent and his supporters at a general election to use a private and confidential letter during an election contest?——

Mr Massey Is that question in order, Mr Chairman?

The Chairman It is hardly in order, but the question of electioneering tactics has been gone into. Mr Reed put a question in regard to it. If a question is put which members of the Committee or counsel object to, then objection must be made to it before I can rule.

Mr Allen The question was objected to at the time.

The Chairman Not when Mr Reed put the question.

98. *Right Hon. Sir J G Ward* (to witness).] Well, would you consider it honourable for you to use it at an election contest—a letter that was private and confidential?—I certainly think it would be dishonourable, and I would sooner lose my seat than use a private letter

99 *Mr Massey*] Was this letter private and confidential?——

Mr Myers I have refrained, Mr Chairman, from making any objection, because I thought counsel had not the right to object to any evidence from a witness who was called by the Com-

mittee. If I had had the right I should have objected in the first place to questions being asked of Mr Jennings on the very matter which the Committee has to adjudicate upon.

The Chairman Seeing that counsel are present, and that the members of the Committee are men who have a fair knowledge of Court procedure, I think I was right in leaving it open to them.

100. *Mr Massey* (to witness).] I asked you the question, was this letter marked "Private and confidential"?—Taking the first three lines of the letter, "In reference to my confidential letter to you," and concluding with the sentence, 'This is not for publication," in my opinion the letter was unquestionably a private and confidential letter

101 But I think you have not quoted it correctly May I quote it I am duly in receipt of your confidential letter *re* getting the paper put on the list of Government advertisers '?—Yes, it says "your confidential letter"

102 The point I want to bring out is this: It was implied by Sir Joseph Ward just now that this letter was marked "Private and confidential." You are aware that that is not the case?—It is not marked "Private and confidential." It is perhaps more specific if you read the first line.

103. Are you aware of the fact that the letter was not marked "Private and confidential"?—It is not marked "Private and confidential."

104. There is a suggestion at the end that it is not for publication?—Yes, and the leading sentence is 'In answer to your confidential letter"

105. And it is not intended for publication—that is one of the conditions?—Yes.

106 And it was a letter to a director of the paper from the member for the district?—Yes.

107 *Mr Reed.*] I do not think Mr Massey has quoted all the letter As it stands it begins in this way, "I am in receipt of your confidential letter *re* getting the paper put on the list of Government advertisers"; and it ends up by saying, "You are at liberty to make use of this privately with manager and directors", then there is a comma, and another paragraph, quite distinct, reads, "but not for publication"?—Exactly

108. "You are at liberty to make use of this privately with manager and directors.' And, further, the person to whom that was written put a note on it in which he said, "Kindly return this after you have perused it and shown it to Mr. Copping" Now, from what I have read to you, do you take that as being a private and confidential letter?—I absolutely take that letter to be a private and confidential letter The general tenor of the letter from the opening sentence to the concluding portion, with the note in the margin, shows that it is a private letter

109 And as a candidate in an election contest you do not think you would be justified in using that letter against your opponent?—I would not use it.

Mr A. M Myers: I would suggest, Mr. Chairman, that at this juncture it is not necessary that the witness should be asked his opinion about the ethics of this matter

Members No, no.

Mr A M Myers If so the Committee will be sitting here for an indefinite period.

The Chairman. If members will raise objection, or counsel will raise objection, I will rule accordingly

Mr Fraser We have really wasted an hour this morning about matters that are irrelevant. I want to suggest this: that you, as Chairman, in the first instance, if you consider any question put is irrelevant, should interfere at once and rule on the matter Mr Myers said that he had not objected to certain matter because he did not know that he had the right to do so.

The Chairman It is not for a Judge to take exception to questions of an irrelevant nature, but for counsel to raise objection, and for the Judge to rule.

Right Hon. Sir J G Ward: I take it that if counsel or members of the Committee take exception to any question, then it is for you to rule.

The Chairman I should like the members of the Committee and counsel to raise objections to any questions at the time.

Mr Myers Supposing Mr Chairman puts a question as to a witness's opinion. I think I may say that it was Mr. Chairman in this case who started the questions about the witness's opinion as to whether or not it was right for a land agent, who was a member of Parliament, to submit properties to the Government.

The Chairman Yes. He being a politician for a number of years, and also a public man, I should be justified in asking that question, and so also would a Judge do the same thing

WILLIAM HARRINGTON ATACK sworn and examined. (No. 18.)

1. *The Chairman.*] Where do you reside?—In Wellington.

2 What is your occupation?—Manager of the Press Association.

3 How long have you occupied that position?—For twenty-three years.

4. *Right Hon. Sir J G Ward.*] Mr Atack, does the Press Association, of which you are manager, receive certain rights under the legislation of this country?——

Mr Myers Well, sir, now I object to the question, as I am told that I am at liberty to do so. What bearing could the answer to that question have upon matters into which this Committee has to inquire?

The Chairman: Already, Mr Myers, questions have been asked dealing with the Press Association, and also with reference to a communication that presumably was sent by the Press Association to papers in Wellington. Those particular questions were not objected to: that is already out. To my mind it is only fair to the Press Association and also to the papers that, as it has been already opened up, the question should be asked.

5. *Right Hon. Sir J G Ward.*] Does the Press Association, under the law of this country, enjoy certain rights?—Different from any one else, do you mean, Sir Joseph?

6 By giving them practically a monopoly of the dissemination of Press Association news?——

Mr Allen I object to the question.

Mr Fraser That is not the subject of our inquiry

The Chairman No, it is more with reference to what has been said.

Right Hon. Sir J G Ward I want to get that out. I do not know why these gentlemen should be so anxious to protect the Press Association.

Mr. Fraser I object, Mr Chairman.

The Chairman You are quite within your rights in taking exception to the question.

Mr Fraser But I object also to the remark made by the Premier I want to protect our rights as a Committee and to see that the work is done, and I do not see that any member of the Committee has any right to impute motives to any other member of the Committee when any suggestion is made.

Right Hon. Sir J G Ward There was a statement made by the honourable member for Stratford in the House, in which he reflected for a time upon unknown members. Upon his arrival in Stratford he was interviewed by some people there. That was telegraphed out by the Press Association, and similar to what appeared in the local papers also appeared in at least one other paper The statement was said to be from the local correspondent of the Press Association, and, from the information I have, the statement is untrue. I propose to read the statement presently, and I want to know in connection with these charges from the manager of the Press Association whether that association receives certain rights under the law of this country

Mr Allen I object to the question, and I want your ruling, Mr Chairman

The Chairman I think it is quite relevant.

Witness Mr Chairman, I do not want to put myself in antagonism to the Committee, but I am taken somewhat by surprise. I did not expect to have such a question put to me in connection with a charge against somebody else. I shall answer the question, of course, if the Committee insists, but I must confess that I do not see what it has to do with the Committee or the charges before the Committee.

7 *Right Hon. Sir J G Ward*] I insist?—My answer is that the association has no particular rights that I am aware of If Sir Joseph would mention one——

8. Have you not got rights under the law that telegrams appearing in a paper under the heading of "Press Association cannot be repeated for twenty-four hours afterwards?—No, cablegrams. It does not affect New Zealand telegrams.

9 But you have rights under the law of this country?—Yes, there is the copyright law which protects cables for twenty-four hours.

10. As manager of the Press Association, do you allow any one who is not authorized to send telegrams to publish telegrams under the heading 'Press Association"?—No. We sometimes may get telegrams from a casual correspondent who sends an item that he thinks may be news, but our agents are recognized agents as a rule, and no one else is authorized to send anything

11 If a telegram is sent under the heading "Press Association' from an authorized centre, but not from the agent, do you endeavour to find out who forged the authorized agent's signature?

Yes, we endeavour to do so, and we object strongly to anything of the kind.

12 Did you see a telegram which appeared in the *Taranaki News* under the heading Press Association' as follows: "*Mr Hine's Charges.—The Member for Stratford and his Constituents —A Splendid Reception.*—The views of the supporters of the member for Stratford, Mr J B. Hine, in regard to the stand he has taken in the House in his effort to purify public life in the Dominion, were expressed in no uncertain manner on the arrival of Mr. Hine from Wellington last evening A telegram from Stratford states that when the train arrived Mr. Hine was given a magnificent reception by a large number of his supporters, who had assembled on the station, including the chairman and members of his Central Committee, and ringing cheers were given for the representative of the district. The chairman of the Central Committee, Mr E F H. Hemingway, then presented Mr Hine with the following address on behalf of the party in appreciation of the courageous stand he had taken during the present session in his endeavour to raise the standard of public life in the Dominion: 'DEAR SIR, — We desire, on behalf of your supporters in this district, to express to you our hearty appreciation of the efforts you have put forward during the present session of Parliament in the direction of uplifting the public life of this Dominion. We realize to the full the danger that exists of the standard of our national life becoming lowered by certain practices, at present abhorred by all right-thinking persons, eventually becoming sanctioned by use and custom, because few have been found ready to come forward and utter a timely word of warning and protest. This country therefore owes you a lasting debt of gratitude for the undaunted courage you have displayed in so boldly coming forward and endeavouring to put an end to practices which should never be tolerated in any country where the Union Jack is flown. At the same time, we would take the opportunity of expressing to you our deep sympathy with you in the infamous and cowardly treatment that you have recently been subjected to at the hand of some person at present unknown. As loyal and law-abiding subjects of His Majesty the King, we strongly resent the crime that has been committed against the representative in Parliament of the people of this electorate, and we most earnestly trust that the perpetrator may soon be brought to justice, and receive that punishment at the hands of the law which his offence deserves. Assuring you of our loyal and hearty support at all times, We have the honour to be, sir, on behalf of your supporters, Yours most obediently, E F H HEMINGWAY, Chairman of Committee; C. E. LLOYD, Secretary' In the course of a short speech in reply Mr Hine said he valued more highly than he could express the kind expressions of goodwill towards himself in the stand he had taken. He could assure them that as long as he had the honour to represent them in Parliament he would endeavour to live up to the oath which he had taken on entering the House. When he could not do that it would be time for him to leave. He realized

to the full that the path he had chosen was by no means a smooth one, but he was not going to be turned aside by any intimidation of any kind whatsoever. Come what may, he would do his duty as far as he was able, faithfully and fearlessly, to his constituents and to his country, and for his part he had no doubt as to the result. He felt deeply their kindness in coming to meet him, and he thanked them one and all for their warm expression of confidence in himself ?—I have ascertained since this inquiry began that one paper in the Dominion, the *Taranaki News*, did publish such a message. I had no knowledge of it before. It has not appeared in any other paper so far as I can ascertain, although I believe a witness before the Committee stated that it appeared in a number of papers under the heading of "Press Association." In that he must have been wrong. I have since written to the *Taranaki News* asking them by what authority they published that as a Press Association message, but I have not had a reply from them yet.

13. Your own representative, Mr Copping, sent a telegram to the Press Association, and said, "A large number of supporters of Mr Hine, member for Stratford, met him on his arrival last evening at the station, and presented him with an address, expressing heartfelt appreciation of the efforts he had put forward during the present session to uplift public life.' And in the other paper it says, "A large number of supporters had assembled on the station, including the chairman and members of his central committee, and ringing cheers were given for the representative of the district. I am not taking any exception to the mention of the cheers, but if your representative on oath has stated that there were not more than twenty people present, in your opinion, would that be justification for the Press Association sending out an untruthful statement?——

Mr Myers Mr Copping did not say that he said he did not know He said there may have been twenty, thirty, or forty people there.

14. *Right Hon Sir J G Ward.*] Well, he said twenty; but if there were twenty, or thirty, or forty people present, would that be justification for the Press Association sending out a message that there was a large and enthusiastic gathering?—But the Press Association did not send it out. Our agent states that he never sent the message.

15 In your own message it says, "A large number of supporters '?—Of course, I was not there at the meeting, and I cannot speak from personal knowledge. It may be that a mistake has been made. I am not prepared to state, of course, without actual knowledge.

16. Do you consider that in the hurly-burly of political turmoil in this country, where from the party standpoint they consider they are entitled to do what they think proper, the Press Association should take sides with either one party or the other?—No, our instructions are that our messages are not to be of a partisan nature in any way, and not libellous, and also that our telegrams are to be restricted to absolute facts.

17 Would you consider yourself justified, if you were the Press Association agent at Stratford, in stating that a large number of supporters had met the member for the district, who had done a certain thing, if there were twenty, or thirty, or forty people present?—I think if I had been the agent I would have left it severely alone

18. *Mr. Massey.*] But the second message referred to by Sir Joseph Ward—the message where it is stated that a large number of supporters met Mr Hine at the railway-station on his arrival at Stratford—did that come from Stratford?—Yes, I believe so.

19 Who is your agent at Stratford?—Mr Copping

20. You would not believe that Mr Copping would send anything that was incorrect?—No. There was nothing to show that it was likely to be incorrect. There was a plain statement of fact, and it would not be considered to be incorrect until some one saw it who was able to inform us that it was wrong

21 Is Mr Copping a reliable man?—So far as I know I do not know him very well. I have met him once or twice.

22 Have you any reason to believe that he takes any interest in party matters?—I suppose he would, as he is editor of a paper I could not really say

23. But do you know the politics of the paper?—No, I cannot say that I do. I do not know what his politics are.

24. Do you know of instances where messages have appeared under the heading "Press Association" which never came through the Press Association at all, but only from people who are known as "special correspondents"?—That very seldom happens. I think this instance and about one other is all that I can recall to mind just now

25. Do you remember my calling your attention to one?—I think you suffered in a like manner from the same cause, so that it balances things. You suffered on that occasion, and the Government on this.

26. Those things do occur?—Yes. Probably the reason of it is this: that in all newspaper-offices they keep standing in type "Per Press Association," or "Per Special Correspondent," or "Per Special," and the printer takes up one thinking it is the right one, and it is passed without the reader noticing it. That is the explanation, I think, in every case—at all events, it is always the explanation given to me when I inquire into such blunders.

27 Do you remember my calling your attention to the fact that the Press Association agent in Wellington had failed to take any notice or send out any message with reference to an important meeting that was held in Wellington City?—Well, I do not recall the circumstance just now, but no doubt if you did so it is a fact.

28. As a matter of fact, I wired you from Palmerston calling your attention to it?—Yes.

29. Who are the agents of the Press Association in Wellington?—The local papers are the agents for most purposes, but sometimes information is sent out from our own office.

30. Which papers do you refer to?—The *Evening Post* and *New Zealand Times*

31. The *New Zealand Times* generally supports the Government?—Yes, it is counted as a Government paper

Right Hon. Sir J G Ward I am not so sure about that.

32 *Mr. Massey.*] It thus becomes the duty of the *New Zealand Times* in case of a meeting in Wellington at night to send out the message?—Yes, they are the night agents.

33. And that report was not sent out, or it was neglect on the part of the *New Zealand Times?* Yes.

34. *Right Hon. Sir J. G Ward.*] Do you know that I have frequently had to complain to the management of the Press Association in regard to similar troubles to that which the leader of the Opposition has complained of?—I believe you have suffered through lapses on the part of agents, as well as others.

35. And I have had to make complaint to you of the non-publication of important matters that have taken place, and also of distorted statements sent out—I think 'distorted'' is the right term?—Well, we will let it go at that—that you have had occasion once or twice to complain that slips have been made, and not sufficient care was taken by agents.

Right Hon. Sir J G Ward I want to say that at a later stage I propose to call two witnesses. I cannot call them at present because we have not yet had Mr Hine upon his oath, and after Mr Hine has been sworn and has given evidence, I propose to call two other witnesses.

Mr Myers I may say at once that I am not going to call Mr Hine.

Right Hon. Sir J G Ward I propose to call him.

The Chairman Do you propose to call him now?

Right Hon. Sir J G Ward No. I want to have Mr Carncross, of the Legislative Council, and also Mr McCluggage subpœnaed to give evidence upon this matter

Mr Fraser On what question? Mr McCluggage has already been called.

Right Hon. Sir J G Ward In connection with this newspaper case.

Mr Myers He has given evidence already on the newspaper case.

Right Hon. Sir J G Ward Well, it is on a question which has been referred to by Mr Allen.

The Chairman Is it necessary to call him—because I may have to rule?

Right Hon. Sir J G Ward I will bring something out in examination in chief which will necessitate calling both of them. It has reference to something read out from *Hansard* by Mr Allen.

Mr Allen I read no statement from *Hansard,* I have not got a *Hansard* here.

Right Hon. Sir J G Ward: In any case, if it is not done in this case it has to be done in another It has an important bearing upon this case, and if I cannot do it in this case I will do it in connection with the purchase of estates in connection with Mr Symes.

Mr Myers Well, all the evidence has been called on that.

The Chairman: You have made your statement, Sir Joseph, and I have not heard anything to justify summoning Mr McCluggage again.

Right Hon. Sir J G Ward I am prepared to let it stand over for your ruling next sitting-day

Mr. Reed: I should like to have a return laid on the table for the Committee showing the different members of Parliament who as land agents have approached the Government with respect to the sale of any properties under the Land for Settlements Act.

Mr. A. M Myers And received payment.

Mr Reed: No, as land agents.

Mr Massey: Unless they received payment, what have we got to do with it?

Mr Reed The question I am putting is this: members of Parliament who as land agents have approached the Government with a view to the Government purchasing estates under the Land for Settlements Act.

The Chairman You see the difficulty is to draw the line between when a man is writing as a land agent or as a member of Parliament.

Mr Massey Who could make the return?

Mr. Reed It has been done already It was shown that Mr Major as a land agent had approached the Government with a view to the Government taking over a property, and the evidence given by Mr Ritchie was to the effect that all correspondence between Mr Major and the Department was as from a land agent and not as from a member of Parliament. The matter is a very important one, and it is opening up a very big question if we are going to be called upon to decide whether it is right for a member of Parliament in any way at all to approach the Government in his professional or business capacity

The Chairman That is really a question to deliberate upon, and you can move a motion later on. We are now considering the evidence to be called.

Right Hon. Sir J G Ward: I move that further consideration of this charge in connection with the newspaper case, and further evidence thereon, be postponed until Tuesday next.

Mr Skerrett In Mr Symes's case I want to put in a letter which you were good enough, Mr Chairman, to give me permission to put in. I understand that Mr Symes's case is closed, with the exception of the production of that letter or any letter on the file.

Mr Massey Yes, it is declared closed, and Mr Major's also.

Mr Myers: With regard to Hemingway, what evidence is it suggested Hemingway can give except tracing the letter?

Right Hon. Sir J G Ward: It is more than that. I want to know who photographed that letter, and I want to know who Mr Hemingway is employed by, and if he acts for the Press Association.

Mr Myers Well, what has that to do with the inquiry? I do not want to be misunderstood. I have not the slightest objection to Mr. Hemingway being called, but I understand that Parliament is going to wait until these inquiries are finished, and judging by this morning we are not

making any headway, and if we are going to call Mr Hemingway and others on matters which are irrelevant the inquiry will go on indefinitely

The Chairman One cannot rule yet, because one has not got from Sir Joseph Ward the full statement of what he is going to examine on.

Charges against Henare Kaihau.

Mr Skerrett In Kaihau's case I understood that my learned friend Mr Myers was this morning to formulate the further charge against Mr Kaihau.

The Chairman Will you do so, Mr Myers?

Mr Myers Yes, I will hand this in, which is as follows [Exhibit A 1 put in]: 'That Henare Kaihau, in the years 1900, 1902, 1904, 1905, and 1907, while a member of Parliament, charged and received from various persons, on whose behalf he prepared or presented, or undertook to present, petitions to Parliament, payments or sums of money for his services relating thereto or in connection therewith."

Mr. Skerrett I understood, Mr Chairman, that in this charge we were to receive the particulars.

Mr Myers If my learned friend will allow me I will hand in the particulars.

Mr Allen Are you appearing for Mr Kaihau, Mr Skerrett?

Mr Skerrett Yes.

Mr Myers: I have no objection to hand in the particulars, which are as follows 'Particulars of charge against Mr Kaihau for charging and receiving payments in connection with petitions: (*a.*) A payment by Horomona Watarauihi, in the year 1905, in respect of a petition which was to have been, but which was not in fact, presented to Parliament. (*b.*) A payment by a member or members of the Ngatireko Tribe, in 1905, in connection with a petition to Parliament. (*c*) A payment by Kahu Huatare, in the year 1900, in connection with a petition presented to Parliament. (*d.*) A payment by or on behalf of Mohi te Wara, in the year 1904, in connection with a petition to Parliament. (*e.*) A payment by Rewatu te Hirako, in the year 1907, for alleged services in connection with a petition presented to Parliament. (*f.*) A payment by Hakiaha Tawhiao, in or about the year 1902, for alleged services in connection with a petition presented to Parliament.'

Mr Skerrett I understand that the particular charges are now substituted for the general charge.

Mr Myers The particulars and the general charge.

Mr Skerrett No, I must emphatically object to that.

Mr Myers I say that I hand in the charge which I first handed to you, Mr Chairman, and I hand in what I have secondly handed in as the particulars of that charge. The one charge in connection with Te Akau is already before the Committee. This second charge I have handed in, and the particulars are the particulars of that charge.

The Chairman Why not put it in one?

Mr Skerrett: Well, sir, may I point out that my objection must appeal to the sense of justice of every member of the Committee. The first statement is a perfectly general charge extending over a period of five years, with no particulars of names, or persons, or amounts, or dates. Under that general charge as it stands Mr Myers might, without any notice, give evidence of a particular charge extending over those five years. That is a general charge which would not be permitted under any system of judicature that I know of—a general charge giving no particulars of names and no particulars of dates and extending over a number of years. Now, these are the particular specific charges that are to be made, and surely my learned friend ought to be confined to those specific charges. If he puts in a general charge accompanied by a particular charge, it will enable my friend Mr. Myers to travel——

Mr Myers No, I am not going to do that.

Mr Skerrett Then why is there any objection to my perfectly just request that Mr Myers should be confined to the specific charge, and that this Committee ought not to receive a general charge? Mr Myers actually has explained why he presented this general charge. For some reason or another, into which we need not enter, he had desired to keep back these particulars for a time. However, he has altered his mind about that, and has handed in specific charges. He now deliberately says he does not wish to proceed with any charge beyond those specific charges, and I ask, therefore, that the matter should be put in specific form. It is almost puerile to discuss the matter in the face of that. The matter ought to be put in form, and my friend limited to the specific charge.

Mr Myers It is in specific form.

Mr Skerrett It is not.

Mr Myers I say it is. A general charge is made, and I hand in with that general charge particulars under that specific charge under which I am going to give evidence, and I am not going outside those, but I cannot merely substitute the second document for the first, because the first explains the second and the second the first. I cannot go outside those particulars without giving ample notice.

Mr Skerrett There is a withdrawal—an immediate withdrawal of the statement which Mr. Myers made, and that shows the absolute necessity for acting strictly in this matter

Mr Myers Sir, it does nothing of the kind. My friend quite well understands the position, notwithstanding what he says. If he does not understand the position I am sorry for him. Supposing I put in these charges now, it would be quite competent for me at a later stage, if any new matters came under our notice, to give notice of further charges. As far as I know at present, there is no intention whatever of adding any fresh charges, but I am in exactly the same position by putting in those two documents as if I put in the second one alone. You will see,

sir, the second one does not state the actual charges—it only gives the particulars limiting the generality of the first. Surely there can be no misunderstanding about the position

Mr Reed It seems to me, Mr Chairman, that we ought to decide whether these are the only charges to be brought, or whether any other charges may be brought at a later stage. If we decide those are the only charges that may be brought, and that counsel cannot bring any other charges, then the charges are there.

The Chairman Similar charges may be brought in. Taking Exhibit A 1, that is the first charge put in, that gives the general charge; it gives the ground to be covered much wider than what is contained in the specific charges in B 1 That being so, if that stands as it is, I should be bound to admit evidence to be allowed which would be outside those charges, and therefore I hold that Mr Myers, as counsel for Mr Hine, should elect which charge he is going to take—whether A 1 or B 1

Mr Myers Well, sir, if you put me in that position, I will take A 1, but I do not think I should be put in that position, because I do not think it is fair to Mr Kaihau.

The Chairman: But what is your objection to taking B 1 as it stands?

Mr Myers Because you will see that it does not show the Committee what the charge is. That is the reason why

The Chairman: But the other is so general in its scope.

Mr Myers Surely I have made myself understood. It must be my fault if I have not. I have put in B 1 as you call it, for the purpose of limiting the charge, and I admit that if I did want to bring in any further charges I should have to bring further specific charges, and I do not want to bring any further charges if this will end the matter under that general charge. If I want to make any more—which I do not anticipate is at all likely—I will formulate them separately

Mr Skerrett May I suggest an amendment which will make the matter complete?—that my friend Mr Myers takes Exhibit A 1 and amends it in this fashion: "That Henare Kaihau, in the years 1900, 1902, 1904, 1905, and 1907, while a member of Parliament, charged, and received from, the persons named in the annexed particulars, on whose behalf he prepared or presented, or undertook to present, petitions to Parliament, payments or sums of money for his services relating thereto or in connection therewith."

Mr Myers Yes, I have not the slightest objection to that.

Mr Skerrett That would cure the whole objection. I need not say anything at the present stage as to any application which Mr Myers may make as to adding to the particulars.

Mr Myers: Quite so.

The Chairman: Are all the charges here that you intend to make against Mr Kaihau, Mr Myers?

Mr. Myers: I have answered that. Those are all the charges I intend to make against Mr Kaihau now, and, as far as I know, it is unlikely that any further charge will be made; but I cannot bind myself, if anything further comes under my notice, not to bring further charges.

Mr. Reed Are we subject to further charges?

The Chairman: The order of reference is to similar charges. I have put the question to Mr Myers, and you have heard the answer

Mr Fraser I do not see why we should not close the order of reference, and decide not to have any further charges.

Right Hon. Sir J G Ward I agree to that.

Mr Myers Seeing that that is the position taken up by the Committee, I am prepared to say at once that we shall not make any further charges. That is, of course, assuming that no one else is allowed to do so.

Mr Skerrett May I point out that I am not in a position to bring charges against anybody.

Right Hon. Sir J G Ward: And may I say that I have taken up the attitude all along that I am not making any charges against anybody

Mr Skerrett: I have an application to make to the Committee merely as to the order in which the witnesses are to be called. My learned friend Mr. Blomfield is practising in Auckland, and has had to leave a case at Rotorua before the Native Appellate Court in which he was concerned. He has been summoned by my learned friend Mr Myers to produce documents, and he is very desirous of getting back to Auckland as soon as ever he can. I suggest that my learned friend Mr Myers might take his evidence immediately after going into Kaihau's case.

Mr Myers I cannot take it to-day but will do so to-morrow morning

WILLIAM CHARLES KENSINGTON sworn and examined. (No. 19.)

1 *Mr Myers.*] You are Under-Secretary of the Lands Department?—I am.

2. And have you in your custody the files dealing with the acquisition by the Crown of the Te Akau Block?—Yes, I have the whole of the documents.

3. Did you personally have anything to do with the negotiations for that purchase?—I had to do with the whole of the direction of the negotiations and the payment.

4. But the actual negotiations, did you have to do with them?—No, I did not. They were conducted by the late Land Purchase Officer under my instructions.

5 And who was the Land Purchase Officer?—Mr Grace, assisted by Mr Paterson, the Chief Accountant.

6. Was Mr. Sheridan in the office then?—He had nothing to do with this purchase.

7. Did you have anything to do with the proceedings in the Appellate Court in connection with this block?—Not of any kind. We had nothing to do with the Appellate Court, we only have to do with the purchase.

8. Would you mind telling me, Mr Kensington, from your files your first connection with the matter—the date of it and the nature of it?—As far as I remember, under the Native Land Settlements Act, 1905, the Crown is authorized to purchase Native land. In 1906 the Government appointed me as the officer to decide as to what lands should be purchased and what price should be given. Certain Land Purchase Officers were appointed to act under my instructions. In the Waikato district, in which was the Te Akau Block, Mr W H. Grace was the Land Purchase Officer He took all his instructions from me, but, of course, a great portion of them were verbal—that is, during consultations with him.

9 Where there was a conversation between you and the Native Land Purchase Officer, would you keep any record of that on your file?—No, I should not.

10. But all written communications would be on the file?—All written communications would be on the file.

11 Now, just at this stage, did you have absolute control, or did you have to refer to the Government or to the Minister in connection with these matters?—No. As soon as a decision was come to by the Government that the purchase should be carried out, I had sole control of it—under authority of the Minister, of course—that is, the Minister of Lands and the Minister of Native Affairs. I was entirely responsible. All payments were made under my signature, and all vouchers that went to audit and were passed for audit were passed on my signature.

12 But would you during the course of the negotiations refer the matter at all to either Minister?—If there was any necessity I would, certainly

13. And if there are any such references they would be on the file?—Yes.

14. Taking this Te Akau matter, how did that first come under your notice—how was it brought under your notice?—I cannot remember exactly how it was first brought under my notice. I remember Mr Carroll telling me that those Natives who were interested in Te Akau were willing to sell to the Government.

15. Can you tell us when that would be, or about when?—As far as I can remember, it was some time about January, 1907

16. Will your file help you in fixing the date?—Yes, somewhere about that time.

17 The reason I ask you is this: Did you know then the position of the title to those lands when it was brought under your notice?—Do you mean whether there were appeals against the titles?

18. Yes. Did you know that the Native Appellate Court which was to determine the boundary, and therefore practically the ownership, had not then sat?—I did know that, but this did not affect the matter, as the purchase did not take place until the following June, after the Appellate Court had sat. That is an important point.

19 But in January the matter was first brought under your notice?—Yes, as far as I recollect. It may have been before that date.

20. And it was brought under your notice by Mr Carroll, the Native Minister, telling you something about the Te Akau Natives?—Yes—that the Te Akau Natives were willing to sell to the Crown.

21 Now, what did you do after that?—After that I instructed Mr Grace, the Land Purchase Officer, that we were willing to purchase.

22. *Mr Allen.*] Have you got the date of that?—Well, I think the instruction was verbal at first. I have letters on the file which will fix the exact date when I wrote to him

23. *Mr Myers*] I should like you to fix the date when you instructed him?—I have letters on the file which will fix it. It was about January

24. Up to the time you spoke to Mr Grace had you personally seen any of the Natives?—No, I do not remember having any personal conversation with any of them. Then the Appellate Court was fixed to sit in February, if my memory serves me right.

25 Do you know what date?—No, but I think, about the end of February I want you to understand that I sent our Chief Accountant, Mr Paterson, down to supervise this purchase. He will give you the evidence on the whole of those points.

26. Would you mind taking your own file, and just giving us the course of business from that file?—There are really very few letters in connection with the negotiations. I want the matter to be thoroughly understood that the block was not purchased until June, 1907

27 Well, were any payments made to Natives prior to June?—No; that is just the very point: no payments were made to Natives prior to June, 1907

28. Were any payments made to any of the selling Natives by the Government prior to June, 1907?—Yes, advances were made by me.

29 When were the advances made?—At this stage I should like to put in a list of the whole of the payments made in connection with the Te Akau Block, including the dates. [List put in, marked Exhibit C 1.] The difficulty about giving further details is that this can only be done by producing our register, in which every payment is made, and by taking the evidence of our Chief Accountant, Mr Paterson, who made the payments. You can get all that from his evidence.

30 Does this list (Exhibit C 1) include the payment of the advances?—No, I do not think it does. Here is a letter on the file which I think will give you what you want. You asked me whether I could fix the date when any advances had been made.

31 Yes?—Well, here is a letter in which I say, "Department of Lands and Survey Wellington, November 24th, 1906.—The Hon J Carroll, Gisborne.—*Re* Te Akau No. 2 Block The following are some of the principal holders in No. 2, and whose interests will not be affected appreciably by any of the proceedings which are to take place Aihe Mokomoko, Horomona Hapakuku, Tuaiwa Ngatipare, Ngapera Ngatipare. An advance of £100 has already been made to Tuaiwa Ngatipare as arranged by you, and an agreement signed by her to complete the sale as soon as the Court proceedings are over It would, I think, greatly help matters when they come before the Court if an advance of a similar amount were made to each of the other three. I therefore

submit the matter for your consideration.—(Signed) WM. C KENSINGTON, Under-Secretary for Lands.'' An advance of £100 had been made to Tuaiwa Ngatipare, as arranged by Mr Carroll.

32. I only want to get the actual facts?—What I was going to observe here is that if you look at the Maori Land Settlement Act, 1905, you will find power is there given to the Native Minister to make advances to persons before the purchase.

33. And the Native Minister did arrange for this payment?—He arranged for the advances.

34. And what is the amount of this advance?—In this case it was £100.

35. To each of the four?—In my letter I wrote, "It would, I think, greatly help matters when they come before the Court if an advance of a similar amount were made to each of the other three.' One hundred pounds had already been paid, and I submitted that an advance of £100 to each would practically bind them to sell to the Crown. That was only my own opinion.

36. That was in November, 1906?—Yes. I thought it was January, but I see now it was as far back as November

37. So that it must have been brought under your notice before November or in November? Yes, most decidedly

38. To what tribe did those four Natives belong—to the Tainuis or the Ngatireko Tribe?

Mr Blomfield They are half-and-half, and not affected by the judgment of the Appellate Court at all.

39 *Mr Myers*] Were there any further advances made?—Some further advances were made by our Chief Accountant, Mr. Paterson.

40 Have you on your file the total amount of the advances?—No, I have not.

41 Before I go on with the course of the negotiations, I notice that in every case where payments were made to the Native vendor there were at least two cheques in every case except one—two cheques in one case, three cheques in another, and four cheques in another?—Yes.

42 Do you know how that came about?—No, the Chief Accountant could give you that. He was present when every payment was made. I sent him up specially for that purpose. All I can say positively is that every payment that was made is shown on that list, and in the case of every payment I personally passed it for audit and signed it.

43 And the vouchers will be here?—The Treasury will produce them. What we will produce is not only the register, in which every payment is entered, but we will also produce Mr Grace's cash-books and the butts of his cheques, and the vouchers will be produced by the Treasury if they are wanted.

44. Can you obtain the cheques themselves?—That is a matter I could not tell you—it is a matter for the Treasury

45 The advances are shown in the register as well as in this list you have put in?—Yes, the advances are all shown

46. You have your file, have you?—Yes.

47. I want you to go on with the course of the negotiations?—After that the Appellate Court sat. I was not quite sure whether we should be able to secure any signatures then. Mr Grace went down to the Appellate Court, and in order that there could be proper supervision of the accounts I sent the Chief Accountant, Mr Paterson, to supervise and look into the accounts. Nothing was done, as far as I know, towards purchasing the land till later on in June. In June, after the decision of the Appellate Court, the Natives signified that they were all ready to sell to the Crown, and I instructed Mr Grace to proceed to Ngaruawahia. I also told him that Mr Paterson would go to Ngaruawahia to supervise every payment made. Mr Paterson went there, and every single payment was made subject to his supervision.

48 You say that the Native Minister has something to do with these transactions?—Oh, yes! I consulted him very often on all sorts of matters.

49 Has the Native Minister a file apart from yours, or has his Department a file apart from your file?—Yes, I think Mr Fisher can produce a file apart from mine. Mine had only to do with our own departmental instructions, and nothing else.

50. Mr. Fisher would have Mr Carroll's file?—Well, Mr Fisher would have what is called the Native Affairs file. I do not know anything about Mr Carroll's file.

51 Would there be a separate Ministerial file?—I could not tell you. I should think it very unlikely, if they keep their records the same as we do in our Department. In our Department we keep everything on the one file.

52 Letters from the Minister and so forth?—Yes, all on the file.

53 Did you during the course of the negotiations see any agreement in writing between Mr Kaihau and the Natives?—Oh, yes! I suppose you are referring to some sort of deed. I know very little about it. I think, in January, 1907, Mr Carroll sent me down confidentially a copy of a deed. It is now nearly four years ago, and it is difficult to remember exactly; but he sent to me for my inspection a copy of a deed which he had received from somebody

54. Can you say who the parties were?—No. I can tell you this: He sent me down this copy so that I should be forewarned in the negotiations that were going on. He sent it down absolutely confidentially and I sent the deed back to him very shortly afterwards. I do not think I kept it in my possession for more than a quarter of an hour but I noticed two objectionable things in the copy There was a clause in it to the effect that the Natives wanted the Government, when paying for the lands, to pay 10 per cent. of the purchase-price to Mr Kaihau on account of advances, or something of that kind, which he had made, and the balance of 90 per cent. to be paid to the owners. When I saw Mr Carroll he said, 'Of course we could not possibly do a thing of that kind," and I said, "No; I will take very good care that no payments are made except to the original owners."

55. You were not going to be a party to it personally?—Nor was Mr Carroll. As far as my memory serves me, it was a copy which was sent to me.

56. May I ask for the agreement between the Natives and Mr Kaihau to be produced by my friend Mr Skerrett?

Mr Skerrett: Yes, I will produce all the agreements. [Three documents handed to Mr Myers and to Mr Kensington]

Witness I see they are both typewritten. It was a typewritten document that I saw, but I could not tell you which one it was of these.

57 *Mr Myers*] What I want to point out to you is this: One of them is between the Natives and Mr Kaihau, and the other is between the Natives and the Native Minister?—Then I think the latter must have been the one I saw

58 You think the one you saw was the one purporting to be between the Natives and the Native Minister for the sale to the Crown of Te Akau, and that contains the provision that 10 per cent. should be paid to Mr. Kaihau?—I must ask you if that provision I mentioned of 10 per cent. is in both?

59 Yes, in both?—It is over four years ago, and I only saw it for a quarter of an hour, so that I cannot say which is the one I saw

60. May I suggest to you that it is probably the one between the Natives and the Native Minister that you saw, because if it had been the other the 10 per cent. would not have so much concerned you?—Yes, I think it was the one between the Natives and the Native Minister

61 I understand that your Department or the Native Department had nothing to do with the preparation of that agreement between the Natives and the Native Minister?—No, nothing to do with it.

62. It was prepared by Parr and Blomfield, solicitors, for some other parties than the Government?—As a matter of fact, I did not look to see who prepared the deed.

63 Well, you knew about that, and you decided that you would not be a party to paying the 10 per cent.?—I decided that the Government would have nothing to do with it in any way

64. But supposing the Natives had wanted when they got their money to pay Mr Kaihau 10 or 20 per cent., would that have concerned you?—Yes, if they had wanted the Government to do so it would most certainly

65. But after they had got their moneys, which they were entitled to, and had signed the vouchers?—No, then such a matter would have nothing to do with me. I had to see that all the payments were made to the owners, and the owners only. Those were my instructions.

66. There were two cheques in one case, three cheques in another, and four cheques in another?—The Chief Accountant, Mr Paterson, could give the reasons for those payments being made in this manner, as he was on the spot at the time.

67 You have now got your file here?—Yes.

68. What is the nature of the file?—It contains all sorts of instructions.

Mr Myers Can I go through the file, Sir Joseph?

Right Hon. Sir J G Ward I have not the slightest objection to your going through it. Both counsel can go through it with Mr Kensington.

69 *Mr Skerrett.*] Was the sending of the document relating to the 10 per cent to be paid to Mr. Kaihau the first intimation you had that Mr Kaihau was concerned in the sale to the Government, do you remember?—No, I could not say I did not know whether Mr Kaihau had anything to do with it except as agent—not as an owner

70. But the document which you received from Mr Carroll would further apprise you of the fact that Mr Kaihau was acting as agent in connection with the sale to the Government?—That is so, yes.

71 You told us that in your interview with Mr Carroll, Mr Carroll said that any deduction from the purchase-moneys payable by the Government, or any payment out of the purchase-moneys by the Government to Kaihau, would not be permitted?—Yes, that is right.

72 And you agreed to that?—Yes, absolutely

73. Did you give any express instructions to your agents with reference to Mr Kaihau?—I did.

74. Have you a copy of the letter?—Yes.

75. What is the date of it?—28th January, 1907

76. Would you mind reading it?—It is as follows Department of Lands and Survey, Wellington, 28th January, 1907 W H. GRACE, Esq., Land Purchase Officer Otorohanga.—*Re* northern part of Te Akau No. 2, 11,893 acres I see by the *Panui* that, in accordance with section 26 of the Maori Land Claims Adjustment and Laws Amendment Act, 1906, a Court to review the previous decision in connection with the Te Akau Block will sit at Ngaruawahia as an Appellate Court on 12th March, 1907 Will you please attend on behalf of the Crown in connection with the sale to the Government of the 11,893 acres of Te Akau No. 2 and I enclose for your information a tracing, being the result of Mr William Duncan s examination, which gives a mean for the whole block of a purchasing-price of £2 per acre. The formal deed agreeing to the sale to the Government, and signed by the Native owners, is in the custody of the Hon. the Minister for Native Affairs. None of the negotiations are to be in any way conducted through Mr Henare Kaihau, as the Native owners object strongly to his having anything to do with the matter This is in addition to my memo. to you of the 7th instant. I also enclose copy of Mr William Duncan's report on this block.—(Signed) WM. C KENSINGTON Under-Secretary.'

77 That was a positive instruction to the authorizing agent that none of the negotiations were to proceed through Mr Henare Kaihau?—It was a distinct instruction.

78 Upon the ground that the Native owners were objecting?—Yes.

79 Was this land valued prior to purchase?—Yes, by Mr William Duncan, who made a special valuation spread over the whole block.

80 And did he give you an elaborate report?—Yes; it is on the file.

81 And he recommended the purchase at what sum?—About £2 an acre right throughout, if my memory serves me. I may as well mention here that in the return laid before the House giving the total estimated value of all the Native lands in the North Island, of which the 90,000 acres of Te Akau formed a part, the block was originally valued at £1 per acre.

82 I understand that your Accountant was sent up for the purpose of supervising the payment of the money into the hands of the Natives direct?—He was.

83. Has this purchase been a success so far as the Government is concerned?—A great success.

84. Now, hitherto we have spoken of the block of land called Te Akau?—Yes.

85 What is the total area of that block of land?—Do you mean the original area?

86. Yes?—That was originally about 90,000 acres.

87 Do you know whether the particular portion of the land which was subject to the Native Appellate Court's judgment contained some 13,000 acres?—13,894 acres, I think.

88 And it was that piece of land, Mr Kensington, which was the subject of the agreement between Kaihau and the Natives?—As far as I remember, this area was called by the Court originally Te Akau No. 2, and the Appellate Court then altered it to Te Akau C

89 The advances were made to the Natives in the usual way?—Yes.

90 I notice that in your report recommending the advances you mentioned that the persons to whom advances were to be made before the purchase of their interests were not likely to be affected by the decision of the Native Appellate Court?—Yes, as far as I knew at the time, of course.

91 Now, did you have an interview with Mr Blomfield, a member of the firm of Parr and Blomfield?—Yes, I remember having an interview with Mr Blomfield.

92 And they are solicitors for Mr. Kaihau?—Well, I do not think I knew that. If Mr Blomfield told me so at the time I should have known it, but not otherwise.

93. Did you make any statement to him as to the position your Department would take up with reference to the intervention of Mr Kaihau in this purchase?—Yes; I recollect telling Mr Blomfield we did not recognize Mr Kaihau in the matter It is some years ago, but I think I told him that.

94. Can you say as head of the Department, that the negotiations for the purchase of the Te Akau Block were conducted by your Department exclusively between the Natives and the officers of the Department, and not with the intervention of Mr Kaihau at all?—I can positively say that. I gave most distinct instructions about it.

95 And you sent up your Accountant to supervise the payments to the Natives individually?—I did. Every payment was made to the Natives individually under Mr Paterson's supervision. Mr Grace made the payments, and Mr Paterson supervised them.

96 *Right Hon. Sir J G Ward.*] That deed, Mr Kensington, that is referred to, or a copy of which you saw, and which you said was in your possession for about a quarter of an hour—was that deed at any time referred by you to me, or was it sent to me?—No, never on any occasion

97 Was any statement made to me about the contents of it?—No, no statement to you of any kind.

THURSDAY, 10TH NOVEMBER, 1910.

WILLIAM CHARLES KENSINGTON further examined. (No. 19)

1 *Mr Myers*] Do you know the history of the Te Akau Block?—I am not prepared to be examined on it. I only know it casually

2 I think you said yesterday that you saw, confidentially from Mr Carroll, a copy of a deed? Yes, a deed of some kind.

3. There is nothing here on the files, I understand, to indicate to you when it was that you saw that deed?—No, except that letter of mine to Mr Grace that was read yesterday, which indicated that I had seen it.

4. But it does not indicate when you had seen it?—No.

5 You said yesterday you thought you had seen it in January because of the reference to Mr Grace?—Yes.

6. I understood from what you said that that was your only reason for suggesting that it was in January?—Yes, and also from my own memory

7 Do you know whence that deed came?—I do not. I told you in my evidence yesterday that I received it from the Hon Mr Carroll.

8. Take the file Apparently you had this matter before you as far back as April, 1906?—In connection with the purchase.

9 Shall I read the letter of the 12th April, 1906?—Yes, and I will explain it.

10. "Memo. for the Chief Engineer of Roads, Wellington.—Te Akau Block Referring to your minute of the 9th inst. upon your file No. 6841 8 (which I return herewith), it has been decided by the Government, and instructions have been given, to acquire at least half of the Te Akau Block, if possible, for settlement purposes, and therefore any question of laying off or legalizing roads, or interfering in any way with the block, must stand over until it is ascertained how much of the block the Crown can acquire. The Hon Native Minister and Mr Sheridan have the matter in hand by direction of Cabinet. ' That is the letter from you?—Yes, that is a matter entirely in connection with the roading A number of roads had been laid off by order of the Judge at the Native Land Court, and there came a question as to where those roads were to be laid off and what grade they should be so that they could be used as public roads. The Government were trying to acquire any suitable land available, and I told the Chief Engineer of Roads

so in an answer to his memo., or perhaps a verbal interview I had with him. As I say here, we would not go into the whole matter, and therefore any question of laying off or legalizing roads, or interfering in any way with the block, must stand over until it is ascertained how much of the block the Crown can acquire.'

11 At all events, on the 12th April, 1906, the Crown was proposing to acquire an interest in the Te Akau Block?—Yes.

12. You refer here to the "direction of Cabinet"?—Yes.

13 Is the direction on your file?—I do not think it is.

14. The Native Minister and Mr Sheridan would not have the matter of roading in hand?—No, but there was the whole question of the titles to be considered and dealt with.

15. There should be a reference to the direction of Cabinet?—Yes.

16. Would that not be on the same file?—I do not think so. But those are matters that I am not able to answer, as the direction of Cabinet had nothing to do with my Department.

17 As a Government officer, do you not know whether directions of Cabinet are minuted and filed?—Yes, directions of Cabinet are minuted, and filed on the proper files.

18. Do you remember when the 1906 Act was passed, and the date on which it was passed? I refer to the 'washing-up" Bill, as it was called, which included the proposal to refer the Te Akau question of 13,000 acres to the Native Appellate Court?—Yes, that is the Native washing-up Bill, not the ordinary Crown one.

19 Yes; do you know it was passed about the 26th October?—Yes. I am not interested in it.

20. I point this out to you On the 1st November you telegraphed to Mr Duncan, We shall probably want a valuation of a portion of Te Akau, about 13,000 acres, which Henare Kaihau and others propose disposing of to the Crown. This area is around the Woolshed at Whatatiti If the matter is placed in your hands, what will be your terms, and when could you undertake the work? Now, you refer there to Henare Kaihau and others disposing of the land to the Crown?—Yes.

21 Can you tell me where that reference comes from?—No.

22 There is nothing on the file to indicate what you meant by this reference to Henare Kaihau and others?—No. The valuations are obtained long before we negotiate for a block.

23 You refer there to this particular 13,000 acres?—Yes. Probably I looked upon him as a leading man in connection with this matter

24. That seems to be—you will tell me if I am wrong—the very first reference on the file to these 13,000 acres which has been referred to about four or five days before in this Act of Parliament?—Yes.

25 Can you say how it is that this particular reference comes in this telegram, as to the acreage and the men?—So far as the acreage is concerned, I referred to the land we were then proposing to negotiate for

26. This Act was passed, you see, about the 20th October, 1906?—Yes.

27 Do you know that at that time, when that Act was passed, the last reference which had been made, it decided in fact that the Tainui were the owners of these 13,000 acres?—No, I did not take particular notice.

28. You know that the whole matter was referred to the Native Appellate Court?—Yes, I do know that.

29 What had Henare Kaihau to do with it at this time, so soon after the Act was passed?—I cannot tell you.

30. Where can I get that information?—I cannot tell you. It may have been a conversation I had with somebody Unless there is something on the file I cannot remember each transaction. So many of these things are verbal.

31 Very well. Supposing you were buying a piece of land for yourself privately, and you felt disposed to give, say, £1,000 for it, but you wanted an independent valuation, would you tell the valuer whom you were instructing the price you were proposing to give for it?—Oh! I think not. I would not tell the valuer, but perhaps I do not quite understand you. Will you put the question again?

32 If you were buying a piece of ground yourself privately, would you tell the valuer whom you were instructing to value it the price you were proposing to give for it?—You are asking me what I would do in a private purchase. That is a very different thing from a Government valuation of land.

33 You would want an independent valuer for yourself?—Yes.

34. And in that case you would not indicate to the valuer the price you proposed to give?—No, not for a private purchase.

35. On the 10th November you wrote to the Hon. the Minister for Native Affairs, "In accordance with your instructions I have personally arranged with Mr Duncan, of Auckland, to make an exhaustive valuation of the 13,000 acres included in the above block for the sum of fifty guineas, plus actual locomotion expenses. The necessary directions were posted to him this morning I trust that this will meet with your approval"?—That is so.

36. On the same day, 10th November, 1906, you wrote to the Chief Surveyor of Auckland, "Mr William Duncan, valuer, of Auckland, has been authorized to make a close valuation of a portion of Te Akau Block, known as No. 2 Block, containing approximately 13,000 acres, which the Government are purchasing at a price not less than £2 per acre." Where did you get that information, that the Government were purchasing these 13,000 acres at a price not less than £2 per acre, unless from the agreement that you had seen from Mr Carroll?—No, certainly not at all. That was my own determination.

37 Do you know that these are the words, or practically the words, which I think are used in the agreement which I showed you yesterday?—That may be. I certainly did not get it from any agreement.

38. Well, on the same day did you write this letter to Mr. William Duncan, of Auckland Valuation of Te Akau No. 2 Block: Your offer to make a closer valuation of the above block, in the Raglan County for the sum of fifty guineas is hereby accepted. The land in question contains approximately 13,000 acres, and is a portion of Te Akau No. 2 Block. I believe its boundary-line commences at Matakoi, strikes the sea at Waipuhutukawa, then southerly, but Mr. Henare Kaihau, M.H.R., will furnish you with a guide to point out the area. I pause here for a moment. Had you seen Kaihau, or how did the arrangement come about with Kaihau that he should furnish a guide to point out the area?—Henare Kaihau was one of the chief men in the district, and he had a large following, and it is quite a usual thing for any prominent man in a tribe, or a Native chief, to point out a block of land in which he, or a dozen other people, may have an interest.

39 You say that "Mr Henare Kaihau, M.H.R., will furnish you with a guide to point out the area" does not that indicate that an arrangement had been made with Mr. Kaihau to do so? —Yes.

40. Is there anything on the file to show that that arrangement was made?—No.

41 Did you make the arrangement?—I cannot possibly remember at this time.

42 Let me go on: 'The whole area of the block will require to be classed as to the different qualities of soil, &c., and, in addition to the separate valuation of each subdivision being given, an average value for the whole 13,000 acres will require to be struck. I may state that the Government have agreed to give not less than £2 per acre for the land in question." You say that the Government have agreed. Do you find anything on the file indicating that agreement?—No. I was a mouthpiece of the Minister of the day at the time, and personally be agreed to give £2 per acre. There is a certain dual control between the Native Department and the Lands Department. The Native Minister determines all these matters.

43. I point out to you that the Government agree to give not less than £2 an acre for the land. The words are, "have agreed to"?—Yes. The wrong tense might have been used, as this often happens when a letter is being dictated to a shorthand-writer What I did was to transmit the direction of the Minister after we had agreed to give £2 per acre.

44. Did you know at that time that the Minister had agreed with anybody to give not less than £2 an acre?—No, I did not.

45. Do you know that this written agreement was given immediately? Do you know that these words "not less than £2 an acre" were the very words in Mr. Carroll s agreement signed by the Natives?—You tell me so.

46. At all events, if there were any negotiations between any of the Natives and the Minister, should there be any record of those negotiations on the file?—I cannot say The negotiations might have been verbal.

47 At this time, on the 10th November, apparently you do not know—because it was still under reference to the Appellate Court—who the owners of this land were—the 13,000 acres: is this correct?—I knew who the owners were who had been ascertained by the Native Land Court. The Appellate Court had been appealed to against that decision, and until the Appellate Court sat the decision had to stand.

48. I may tell you that the history will show that at this time the records show that not Henare Kaihau's people, but the Tainui people, were believed to be the owners?—I do not think you should ask me questions about titles. I do not know anything about all their ramifications, and must decline to answer questions about them.

49 What I point out is that you stated here that the Government agreed not to give less than £2 an acre, and I am bound to get an answer to my question?—That is so, but I cannot go into questions of title.

50 Then, on the 24th November you wrote to the Hon. Mr Carroll at Gisborne with regard to the payment you referred to yesterday—those advances?—Yes.

51 When you got your valuation from Mr Duncan, I think he said the land was worth £2 an acre?—Yes, that was his average.

52 Now, when you tell a valuer that you agree to purchase—though you may mention something different—at not less than £2 an acre, would you expect the valuer to——

Mr Skerrett I object to the question. Surely the whole thing will speak for itself There is a letter written by Mr Kensington and the value given by Mr Duncan Nor is it suggested that this property was purchased at an overvalue.

Mr Myers My learned friend might first allow me to put the question

53. *Mr Myers* (to witness).] If you wrote to a valuer and told him that you agreed to a certain price, would you expect him to report that the land was worth less than that price?

Mr Skerrett: I object, sir

The Chairman I do not think it is a proper question

54. *Mr Myers*] Very well. Then you wrote to Mr Grace on the 7th January, 'Te Akau Block: You are probably already acquainted with the troubles in connection with this block, and the area in dispute. The Commission which sat in 1904 recommended altering the boundaries between Blocks 2 and 3B. The Chief Judge of the Native Land Court was authorized to confirm this report after inquiry in open Court. After the inquiry he did not confirm the report. He practically agreed with the boundary as previously fixed by the Native Land Court in 1894. The matter is now again subject to review by the Appellate Court by clause 16 of the Maori Land Claims, &c., Act, 1906. Some of the principal Natives have been in Wellington, and have had an interview with the Hon. Native Minister and the Department.' Now, is there anything on your file to show that these Natives were in Wellington, and interviewed the Minister and the Department?—I think you can get that from Mr Paterson.

55 "Some of the principal Natives have been in Wellington, and have had an interview with the Hon. Native Minister and the Department, the result being that an agreement has been come to for the purchase of the area shown on the plan enclosed herewith, estimated at about

13,000 acres, at a price of not less than £2 per acre, and which is practically the area in dispute." Do you still say that the meaning that you gave us before, of your reference to your agreement to purchase in your letter to Mr Duncan, is correct in view of your statement in this letter to Mr Grace?—What I mean is this: There are an immense number of Native interests in the whole block. You may agree to pay up the whole amount, but one man's interest may be worth £2 and another man s 15s. My object was to get an allocation of the different interests, together with the value of those different interests.

56. You said before, in explaining that letter of November to Mr Duncan, that it simply referred to a conversation between yourself and Mr Carroll, and had no reference to an agreement with the Natives?—I said to no agreement that I knew of, and I was speaking of a written agreement in the form of a document.

57 You had seen a deed at some time or other?—That is the point. I had not seen any deed when I valued the land.

Mr Skerrett I object. Mr Myers is cross-examining his own witness, and every question is an insinuation instead of a question.

Mr Myers My friend is again reverting to the term insinuation," as he did yesterday May I point out to the Committee that this is not an ordinary case of inquiry in a Court of law I have to get my information from these files, and I must have the files explained. If the Committee is not going to have the files explained—and it can only be done in the way I am doing it—then this inquiry is not an inquiry

The Chairman Your questions have taken the form of cross-examination, and that would not be permissible in any Court.

Mr Myers · May I point out that in an inquiry—take, for instance, a nautical inquiry, where the captain and officers of a vessel are called—they make the most searching inquiry, and it would be improper if it were otherwise. My questions are not going too far if this investigation is to satisfy the public. Of course, I will submit to whatever ruling may be given

The Chairman. It seems to me that we could shorten these proceedings. The desire of every member of this Committee and the House is to shorten the proceedings, with due regard to justice being done. May I ask if you, Mr Skerrett, admit the facts? It would shorten the proceedings if we knew what was admitted or not, and we have the files from which we might ascertain the facts that are admitted.

Mr Skerrett I desire to say this: that I pass over Mr Myers's reference to myself as being unworthy of reply; but what I desire to point out to members of the Committee is that I have raised no objection to a fair method of investigation. In answer to your question, I desire to point out that Mr Myers has had handed to him written documents showing exactly the terms of the remuneration received by Mr Kaihau from the Natives, and disclosing precisely the nature of the services rendered. Mr Blomfield, his solicitor, is personally cognizant of all the facts, and they could be readily ascertained from him, and I understand he is to be called as the next witness; so that if there is a real desire to ascertain the facts it can be done in a quarter of an hour's examination.

Mr Kensingston · You know perfectly well that in all negotiations in connection with Native lands the Native Minister is the person whom the Natives approach. I come to a certain agreement as to what shall be done. These are all departmental matters.

Mr Myers I am prepared to leave the statement at that.

58. The letter of the 7th January, 1907, states, 'The matter is now again subject to review by the Appellate Court by clause 26 of the Maori Land Claims, &c., Act, 1906 Some of the principal Natives have been in Wellington, and have had an interview with the Hon. Native Minister and the Department, the result being that an agreement has been come to for the purchase of the area shown on the plan enclosed herewith, estimated at about 13,000 acres, at a price of not less than £2 per acre, and which is practically the area in dispute. Two Natives, Para Haimona and Eruera Hetaraka, have been each advanced the sum of £100 It has, however since been found that they at present, as the boundaries stand, have no interest, but it is anticipated that the Appellate Court will confirm the report of the Commission of 1904, and they will then be included in the list of owners. But, if not, will you please make arrangements to have an area cut out of Block 3B in satisfaction of the amount advanced"?—Of course, you understand that is a letter from myself as head of the Department to the Land Purchase Officer Those letters are all more or less confidential, and are written to the Land Purchase Officer, who also thoroughly understands the matter, to explain to him the particular point at which we had arrived.

Mr Skerrett Has this anything to do with the matter? Apparently the only use to which this reference to the letter can be put is to suggest some interference on the part of the Lands Department with the Native Appellate Court, which determined the matter

Mr Myers I should think that it was to the interests of the Lands Department to clear that up

Mr Skerrett Well, what has it got to do with this matter?

The Chairman The charge is against Henare Kaihau.

Mr Skerrett It is just this form of insinuation by questioning that is going on constantly My learned friend has said over and over again he is here to ask questions and so is every one, but any one who is acquainted with the form of examination knows there is no more effective way of making an offensive suggestion than in the form of a question. I do not know how long the inquiry is going to last, but if every chance expression in a letter having no reference to the particular subject-matter of the inquiry is to be inquired into, we should be running after and seeking out and discussing false trails.

Mr Myers My friend seems to know the best way of making suggestions and insinuations; but, however, we will let that pass. Do you rule, sir, that I should not ask anything more about that?

The Chairman You are not to introduce questions by way of insinuations that refer to the conduct or any matter concerned with any person not charged and relevantly connected with the subject-matter of the inquiry The charge we are investigating is against Henare Kaihau.

Mr Myers Well, sir, my desire is to show that this was an improper transaction on the part of Mr Kaihau.

Mr Skerrett Improper! Oh!

Mr Myers Yes.

Witness What has my letter to do with that?

59 *Mr Myers* (to witness).] I want you to say, Mr. Kensington, whether at the time when this letter of the 7th January, 1907, was written the matter was under reference by statute to the Native Appellate Court?—Yes.

60 It had not then sat?—That is right.

61 And did not sit, I think, till the middle or end of February?—Yes.

62 Now, at the time when you wrote that letter the previous decision had been against Para Haimona and Eruera Hetaraka?—So it says there.

Mr Skerrett Not against Para Haimona.

Mr Blomfield Not the same parties, but in others some were owners and still are owners.

Mr Skerrett Under both decisions.

63 *Mr. Myers*] In 1894 the decision was in favour of the Tainuis?—I think so. I have not gone into the Native matters.

64. You will correct me if I am not correct, but in 1904 there was a Royal Commission set up consisting of Judges Munro and Mackay?—I think I heard of it. I do not know that I took any notice of it.

65 Do you know in whose favour they recommended?—No.

66. Do you know that after their recommendation the matter was referred by the Act of 1904 to the Chief Judge, who was to have the powers of the Appellate Court?—I heard of that.

67 Do you know whether or not his decision was the same as that of the Commission of 1904?—I cannot tell you.

68. You say in the letter, ' It is anticipated that the Appellate Court will confirm the report of the Commission of 1904.'' Where did you get that from, do you know?—I cannot tell you at the present moment. You will notice my letter states that it is only my supposition.

69 But, supposition based on what?—I have the right in writing to one of my officers to suppose anything I like.

70 Then you say further in your letter, ' Mr Henare Kaihau, M.H.R., is the agent for Para Haimona and others on the one side, and Mr Pepa Kirkwood for Tuaiwa Ngatipare and others on the other side '' ?—Yes, that is giving Mr Grace information he required. You know perfectly well there are always two sets of Natives in every block.

71 Then we have Mr Duncan's report?—Yes, there is the report on the departmental file.

72. And it is at present before the Committee, dated the 28th December, 1906, in which he says, after describing the block and so on, '' Under the circumstances I feel justified in valuing the block at £2 per acre in accordance with the attached schedule '?—Yes, that is right—the schedule is attached.

73 Then we have the letter you referred to yesterday, of the 28th January?—Yes, that shows me I must have seen that deed before that time.

74. Well, you saw that deed, and you said, I think, that you would not have anything to do with it—you would not pay the 10 per cent.?—You have already got my evidence on that point. I did not say anything about paying 10 per cent., as you will see by my letter, for I knew nothing about the 10 per cent.

75. You did not say why you would not have anything to do with it—will you say?—I gave my evidence yesterday, and then said I had instructed the Land Purchase Officers and Mr Paterson, the Chief Accountant, who went up there, that no payment was to be made except as directed by the Act, which provides that payment must be made direct to the person from whom the Crown purchases the land.

76. In your letter of the 28th January you say, ' None of the negotiations are to be in any way conducted through Mr. Henare Kaihau, as the Native owners object strongly to his having anything to do with the matter '' Is there anything on your file about that matter?—No.

77 Then, in another letter of the 28th January you say, '' The Minister has decided that Mr W H Grace shall appear for the Government at the Appellate Court to sit at Ngaruawahia on the 12th March next.'' How was the Government interested at that time?

Mr Skerrett Are we to branch out into every form of inquiry?

78. *Mr Myers*] Very well?—I will simply refer to those advances, as there was a question raised yesterday about them. The whole of the advances that were made are stated here in detail, and some of them were to counsel. I think some of the Maoris obtained advances to enable them to pay Mr Bell to appear for them.

The Chairman I want to keep names out as far as possible. The charge is plain, ' That Henare Kaihau, in or about the year 1906, while a member of Parliament, conducted a sale to the Government of a portion of the Te Akau Block, and received from the vendors a commission or other sum of money ' Is that true in substance or in fact? The fact that Mr Bell or Mr Blomfield received fees is quite irrelevant.

Mr Massey Those advances are relevant.

Witness The Act permits advances to be made.

Mr Massey To the owners in that block.

Mr Myers Even if they were not owners in that block, there was other land.

79 *Mr Myers* (to witness)] Are you able to say whether there were any advances to Pepa Tauke?—No, there was no payment to him at all.

80. Then the Court sat?—Yes.

81 And I think Mr Earle came in, and the matter was moved to the Supreme Court, and the purchase was proceeded with: is that so?—Yes.

82 Now, you have here a telegram on the 13th April from you to Mr Carroll, Christchurch, as follows: "*Re* Te Akau Block and 13,000 acres for sale to Crown. Understand it is your wish survey should be proceeded with at once. If so, am giving urgent instructions that work shall be proceeded with in anticipation of your approval. Mr Heke wired you about it." Mr Heke's wire is not on the file?—No.

83. Do you know where it is?—No, I could not tell you.

84. Then, on the 17th April Mr Grace telegraphs to you, ' Te Akau Kaihau and Eketone have wired Native Minister wanting me go Ngaruawahia. They want advance on account. Have replied to Minister stating position of affairs. What do you think? If advisable make advances, please instruct, but will want biggish imprest "?—I must insist upon my answer being read.

85. I will read it with pleasure, but the telegram from Mr Kaihau and Eketone is not on the file at all?—No.

86 Do you know where it is?—No.

87 You replied to Mr Grace as follows: *Re* Te Akau: Do not see that any advances can be made, only actual payment as land is purchased, which would be imprested for that purpose "? —That is right.

88. But Mr Kaihau and Eketone were wiring to get advances?—They were simply managers, I suppose.

89. And the telegram to the Minister is not on the file?—No, not their telegram.

90. Then there is a telegram from Mr Grace to you dated 20th April, as follows "Te Akau: Kaihau wires wishing me go Ngaruawahia buy in Tainui portion, south end block. That he has explained to Mr Carroll, who refers him to me. Kindly instruct "?—I was not there then; the Chief Clerk answered for me.

91 Then, on the 21st May Mr Grace telegraphs you that he is arranging to meet bulk of sellers on Monday at Ngaruawahia?—Yes.

92 *Mr Skerrett.*] Mr Kensington, we have spent exactly one hour in a criticism mainly of two phrases in two letters, dated 10th November, 1906, and 7th January, 1907 Do you remember the particular phrases to which I am referring?—Yes.

93 When were any active steps taken to negotiate with the Native owners for the purchase of this block?—The active steps seem to me to have been taken practically about January Of course, the actual purchasing did not take place till after the Appellate Court—about the end of May or in June.

94. Until the determination of the Appellate Court as to who were the owners?—That is right.

95. Do you remember the date of the judgment of the Appellate Court?—No.

96. It was after February, certainly, and it was not till after the judgment of the Appellate Court that any active negotiations took place with the Native owners for the transfer of their interests to the Government?—That is right.

97 Do you know that there was constant pressure brought by members of Parliament and by the public upon the Government to acquire the lands in the Te Akau Block?—Yes.

98. There was a real desire to acquire the lands in the Te Akau Block?—Yes.

99 Do you know that there was a series of special articles in the *New Zealand Herald* urging weekly the purchase of the Te Akau Block?—Yes, I saw most of them.

100. Now, you say over and over again that the Government did not negotiate with Mr Kaihau for the purchase of this land, nor did they pay him direct any part of the purchase-money?—I have said so, yes.

101 Or advanced him any part of the purchase-money?—That is so.

102 *Right Hon. Sir J G Ward.*] Mr Kensington, by whom were you appointed to the position that you occupy in connection with the purchase of Native lands?—The letter of appointment was written by Mr Seddon in 1906.

103 Have you got the letter here?—I have got a copy of it here.

104. I have the original. Is this the original letter of appointment [produced]?—Yes.

105 Would you be kind enough to read it?—It states, "Prime Minister's Office, Wellington, 8th May, 1906.—Memorandum for W C. Kensington, Esq , Under-Secretary for Lands.—So that there may be no mistake as to the position, I now officially inform you, as I did orally, that all Native-land purchases were ordered by Cabinet to be conducted and made through the Lands Department. I was quite surprised the other day when I found from you that this had not been notified to you on your taking up the position of Under-Secretary for Lands. However, the position stands, and I think it is a very good one, and now that increased power is given for the purchase of Native lands every expedition is necessary The first thing required to be done is (*a*) to arrange through the Treasury for raising £100,000 of the £200,000 authorized by Act last session, (*b*) the valuation and classification of all Native lands likely to be sold and which are suitable; (*c*) the appointment of Native Land Purchase Officers. Certain names were submitted to Cabinet the other day by Hon. Mr Carroll and approved, but no appointments have as yet been made, and the terms were not fixed. Some of them can only be fixed on payment of commission; some may be salaried officers. But there are more wanted. In fact, you want to have Native Land Purchase Officers fixed at various points. (*d*) The Hon. Mr Carroll is going to Wanganui shortly, and a Land Purchase Officer should have accompanied him, duly intrusted to purchase at prices to be agreed upon; but I fear the land to be purchased has never yet been valued, and if any offer is made, a good margin will have to be made, owing to values not having been definitely ascertained. I expect Mr Judge Edgar down to-night. It is our intention to

give him the first refusal of the Under-Secretaryship of the Native Department, and to appoint him, with you, a member of the Hawke's Bay Maori Land Council. You can discuss matters with him, and on my return to Wellington on Thursday morning I hope to have something outlined of a definite character.—(Signed) R. J SEDDON ''

106. Did you ever receive any instructions from the late Mr Seddon, either by letter or orally, that any payment was to be made to Mr Henare Kaihau in connection with the acquirement of any Native lands?—No. I never received any instructions of any kind. His name was never mentioned to me by Mr Seddon

107 Could any payment be made to Mr Kaihau by the Government in connection with the purchase of Native lands without your knowledge?—It could not. What I want you to distinctly understand is that it could not pass audit without my signature.

108. In connection with the acquirement of the Te Akau Block, was any arrangement made directly or indirectly with Mr Kaihau that he should receive a payment—either an acreage payment or a commission—upon the acquirement of any portions of that estate by the Government?—No, absolutely

109 Has any payment been made to Mr Kaihau or to anybody else for him by the Government giving any remuneration in connection with the acquirement of the Te Akau Block?—No.

110. In connection with the purchase of Native lands since you have been administrator of that branch of the service, has any payment at any time been made to any member of Parliament in connection with the acquirement of Native lands?—No.

111 Could any payment be made in connection with the acquirement of Native lands to any member of Parliament excepting under your authority?—No. It could not pass audit without my signature.

112 I understood you to say in your former evidence that the purchase of this Te Akau Block had proved a great success?—Yes, sir

113 In reference to the deed that you have stated was sent to you by Mr Carroll, what did you do with it?—I sent it back to him, and then saw him shortly afterwards.

114. What took place when you saw Mr Carroll?—I stated in my evidence yesterday that Mr Carroll told me to be sure that no payment of any kind was to be made.

115. To whom?—I stated yesterday that he warned me that we must take care that no payments were made to anybody but the owners of the land—the persons from whom we purchased.

116 In reference to the advances that were made, what amount of legal expenses were paid in the shape of advances to any firm?—Do you mean to say, by the Maoris themselves?

117 In the shape of the advances that were made?—They were not payments made by the Government.

118. But in the shape of advances that were made to the owners of the Te Akau Block, what amount of those advances was for legal expenses?—I think there was £300, but I think you could get that information when examining our Chief Accountant. I think it was about £300.

119 Were the whole of the advances made to the owners of that block repaid in the amount of the purchase-money that was paid for the Te Akau Block?—I believe so.

120. So that any advances that were made prior to the final acquisition of the estate were recouped, as far as the Department is concerned, in the amount that was agreed to be paid to the owners—in other words, the amounts could be deducted from the agreed price they were to receive?—That is so.

121 Have you at any time been asked by the Native Minister, or Minister of Lands, or the late Mr Seddon, who gave you that appointment, or any other Minister, or by anybody else, to do an irregular or improper thing in connection with the purchase of Native lands?—I have never been asked such a thing in any single way by a Minister or by anybody

122. Had you considered at the time of the receipt of that deed from Mr Carroll that anything of an improper nature was suggested as likely to be carried out in the purchase of the Te Akau Block, would you in the ordinary course have reported that to the Prime Minister of the day or to the Minister of Lands?—I should certainly have reported it to the Minister of Lands, for him to report it to the Prime Minister

123 Was any report of any kind sent by you to the Minister of Lands in connection with the transaction?—No, sir; no report of any kind.

124. *Mr. Massey*] I think you have stated, Mr Kensington, that active steps were not taken for the purchase of the block until after the sitting of the Appellate Court?—Yes, I said that.

125. You have admitted, or stated, that advances were made to certain Natives who were supposed to be owners?—Yes.

126. Would you consider the making of those advances were active steps?—I was referring to active steps taken to purchase and get signatures. The Act provides that the Minister can make advances.

127 What particular Act do you refer to?—The one under which the purchases are carried out.

128. Can you give me the section of the Act to which you refer?—It is the Maori Land Settlement Act, 1905.

129 What section?—I really forget.

Mr Skerrett The persons to whom those advances were made were not Kaihau's men

130. *Mr Massey*] You are not quite sure whether those advances were repaid?—Yes, I think they have all been repaid. The Chief Accountant will tell you for certain.

131 You do not know whether the advance to Para Haimona was repaid?—Not to my knowledge, but the Accountant could tell you.

132 Do you know that the Appellate Court practically changed the ownership of this particular block of land—the 13,000 acres—which was afterwards purchased by the Government?—I have heard so.

133. Have you heard that the Natives who were in possession of the land, who were supposed to be the owners prior to the sitting of the Appellate Court, were rather unwilling to sell to the Government or part with their land?—No, I did not know that personally

134. Have you not heard it?—I do not remember, but I might have heard it.

135. Do you know that the Natives who possessed the land prior to the sitting of the Appellate Court were the Natives who declined to have anything to do with Mr Kaihau as agent?—I did not know that myself

136. Do you know who was the Land Purchase Officer prior to the sitting of the Appellate Court who attempted to purchase this 13,000 acres?—My instructions were given to Mr W H. Grace, our Land Purchase Officer

137 Are you aware that Mr Brown was the Land Purchase Officer who attempted to purchase the land from the tribe which possessed it prior to the sitting of the Appellate Court?—No, I did not know that.

138. You did not know that this Mr Brown, who failed in these negotiations to purchase, was afterwards appointed a Judge of the Native Land Court, and a member of the Appellate Court which decided the ownership of the land?—I know a Mr Brown who was Registrar of the Native Land Court at Auckland, and who was promoted from the position of Registrar to that of Judge.

139 And he was one of the Judges who constituted the Appellate Court?—I do not remember that myself They are all Native-land matters, and I do not concern myself with them.

140. You stated just now, Mr Kensington, that the settlement was a great success?—Yes.

141 What do you mean by that?—I mean to say that the whole of the land was eagerly competed for

142 And was eagerly taken up?—Yes.

143. You know the settlers have been petitioning for a remission of rent?—Yes.

144. That does not alter your opinion about the success of it?—No, the land is good enough

145. The price at which the land was purchased was £2 per acre?—Yes.

146. Can you give us the average price at which it was settled?—Does that come into this inquiry?

147 I think so——

The Chairman It has been stated that it was purchased at £2 an acre, and it was said it was a good purchase.

Witness I have the prices here. There were all sorts of prices.

148. *Mr Massey*] You cannot give me the average price?—No, I do not think so. It runs from 15s. for some sections, some at 18s., some at £2 13s., some at £2 7s., and they run up as high as £5 and £7 16s. The highest of all is one at £8.

149 The average price would be about £5 or £5 10s.?—Possibly You must remember that you have to add the cost of roads and surveys and all sorts of other things like that to the purchase-price, and the Crown rent is based on the total.

150. Do you know that Mr Kaihau took a very active part in promoting legislation so as to provide for setting up the Appellate Court that finally decided the ownership of the land?—No, I did not know that.

151 You are not aware that Mr Kaihau moved a new clause in the Native "washing-up" Bill of 1905 which was practically the same clause that was afterwards inserted in the Native "washing-up ' Bill of 1906?—I did not know that myself

152 *Mr Allen*.] When did you first have charge of the Native-land purchases?—It commenced under the Maori Land Settlement Act, 1905

153. You had nothing to do with Native lands before that ?—No.

154. Who was it that had to do with it?—Mr Sheridan, I think, was the principal officer

155. With regard to those advances, who authorized you to pay those advances?—**The Native** Minister I recommended them in most cases, in fact, I think in every case I made the recommendation.

156. Can you give us the clause of the Act which authorized those payments?—There is one clause authorizing them, but the general practice has been always to make advances in connection with the purchase of Native lands under any Act.

157 There may be a very general practice of making advances, but is it in accordance with the law?—There is no reason why you should not make advances to any owner, whether Maori or not, if he is the owner

158. Even although the law does not authorize it?—I do not know whether the making of advances requires to be specially authorized by law where you know a man to be the owner It is a payment on account, and therefore a matter of every-day business.

159. Did you know that those men were the owners when you made the advances?—I understood they were the owners. We obtained a list of the owners from the Registrar of the Native Land Court in every case, in accordance with our usual practice.

160. Had you made the purchase at that time?—We were negotiating, as you stated.

161 But had you negotiated?—We had not completed the purchase.

162. Is there anything in the Act of 1905 providing for advances where you have not purchased?—There is a clause which enables the Native Minister to make advances.

163 What is it?—I think it is section 24 of the Act of 1905.

164. Will you read it?—Section 24 states, "Pending the payment of the purchase-money for any land so purchased, the Native Minister may advance to or for the benefit of the owners of the land such sum or sums as he thinks fit for the roading, fencing, clearing, erection of buildings, or other improvements on any other land belonging to the said owners: Provided that in the case of any owner who has not executed a transfer to His Majesty, such advances shall not exceed one-half of the value of the share or interest of such owner in the land."

165 Did you in your evidence say that one of those advances was made on the 24th November, 1906?—No, they were not made then, but only recommended for payment. The owners had applied for an advance, and I wrote to the Native Minister asking for his authority

166. When were they made?—I have not got the dates with me, but I think some of them were made about November, but the rest were paid after the Appellate Court sat.

167 Some were paid about November?—Yes.

168. You recommended that they should be made in November?—I did.

169 Were the lands purchased in November, 1906?—The purchases were not completed.

170 Was it not only the negotiations to purchase, and not the purchase?—It all depends on what you call 'purchase.''

171 Do you think they were purchased in November, 1906?—The purchases were not completed.

172 If they had been completed in 1906, for what purpose under the Act could the advances be made?—I have just read them out—for the various purposes mentioned.

173. Is there amongst those purposes legal expenses?—No.

174. Then under what authority were those advances made for legal expenses?—My own opinion was, and is, that in connection with all lands under negotiation to purchase the Crown has the right to advance moneys where the ownership is ascertained, as I understand it is the ordinary practice under common law to do so

175 Is it the ordinary practice of the Lands Department or the Land for Settlements?—No, not under the Land for Settlements Act, because the Act specially provides for the method of payment. What I want to say distinctly is this that if the Crown is in negotiation for a block of Native land, and is desirous or anxious to obtain that land, I, as the authorized officer in charge, am responsible for the conduct of negotiations, and if the Maoris who are known to be the owners and have been found to be the owners by the Native Land Court ask for an advance, I should recommend the Native Minister to grant that advance as I did in this case. All we did was aboveboard—there was no concealment of any kind.

176. Do you remember the Appropriation Act of 1906?—No, I cannot say I remember anything particular about it.

177 Was there a clause 25 of the Appropriation Act of 1906 which dealt with this question? Will you read the clause?—The clause reads, "All moneys payable in respect of the acquisition of lands under section twenty of the Maori Land Settlement Act, 1905, and in respect of advances under section twenty-four thereof, shall, without further appropriation than that Act, be payable out of moneys raised under section twenty-three thereof, and that Act shall be, and as from the coming into operation thereof shall be deemed to have been, a sufficient appropriation accordingly"

178. Is that the foundation for the payments made?—Very possibly

179 At whose recommendation was that clause put in?—I could not possibly tell you.

180. *Mr A M Myers*] I presume negotiations always have to advance a certain stage before you feel justified in making a recommendation for an advance?—Yes, that is so. We should have to be certain that the Native Land Court had adjudicated upon the land, and that the Maoris to whom the advances had been made had been certified to by the Registrar of the Native Land Court as the owners.

181 And you think such advances have a tendency to facilitate the completion of the purchase?—That is my firm opinion.

182 And has the Department during the time that you have been administering it ever lost any money in that connection?—No, we have never lost any money.

183 In regard to the action taken by Mr Kaihau, did that in any way influence you or, to your knowledge, influence any other member of your Department from completing this purchase?—I do not quite understand. Influence us in what way?

184. Any action which Kaihau may have taken—did it have influence upon yourself or, to your knowledge, upon any officer of your Department?—No, no influence of any kind.

185 *Mr Reed*] Mr Kensington, you have had considerable experience in the purchasing of lands from Natives, I presume?—Yes.

186 Has it not been the practice, and is it not absolutely necessary in order to effect the sale of a block of land from Natives, that advances should be made?—We have found it so in practice.

187 And that is well known amongst persons who have any transactions with Natives in connection with the purchase of their lands?—Yes.

188. Is it not also the usual thing in practice that the Natives endeavour to arrange a minimum for the sale-price—that is to say, where they are negotiating, is it not as a matter of practice customary for them to insist that the amount should not be below a certain amount if a sale takes place at all?—As a matter of fact, each block has to be negotiated for in a different manner The Maoris, of course, might ask £2 or £3 an acre, and we might after valuation decide that we would not give more than £1 per acre.

189. Is it not in practice customary for them to make such a proposition as that, and endeavour to have a minimum fixed before valuation?—Yes, very often it is. There is no cast-iron rule.

190. It is customary for them to endeavour to make that arrangement, in the fear that they may only get a few shillings per acre?—Yes, it is very often the case.

191 *Mr Buchanan.*] The Appellate Court reversed the previous decision as to ownership of part of the Te Akau Block, is that not so?—I believe so, but do not know so from my own knowledge.

192. In making those advances, had you happened to have made an advance to the supposed owners according to the first decision, would you not have been in an embarrassed position when

the decision as to ownership was reversed by the Appellate Court?—Such owners would probably have had land elsewhere, and we could have come down upon that. All we should have to do would be to apply to the Court to have sufficient land cut out of their real area to satisfy what they owed to the Crown.

193. Supposing they had no land, or so little land that nothing could be cut out?—Of course such a case might occur, but it has never occurred yet, though it is quite possible it might happen

194. *Mr Myers.*] You told Mr. Skerrett, Mr Kensington, that the Government did not negotiate with Mr Kaihau what did you mean—that you did not negotiate personally, or what?—I meant to say that the Lands Department, when negotiating for the purchase of these lands, had nothing to do with Mr. Kaihau.

195. But do you know, for instance, if Mr Kaihau had any conversations with the Native Minister about the matter?—He may possibly have had hundreds of conversations with him about the matter

196. Do you know whether he had any negotiations with the Native Minister?—I do not know myself, but it is quite possible he did.

197 You referred to section 24 of the Act of 1905: does not that authorize payments——

Mr Skerrett Is this relevant? I ask your ruling upon the point, sir

198. *Mr Myers*] Does not that authorize payments only after the agreement is made, and before execution of the transfer?

Mr Skerrett I object.

The Chairman That is really a question of law The section has been read, and we have already heard Mr Kensington's reply to Mr Allen, and we can form our own opinion.

Mr Myers Very well.

Mr Skerrett You will see that Mr. Allen may not be quite right, as a member of Parliament, in introducing this topic.

The Chairman I allowed him, but I do not allow counsel the same liberty as I allow members of the Committee, because they know the law of evidence, and know what is relevant and what is not.

199. *Mr Myers* (to witness).] You stated to Mr. Allen that we were negotiating when we made the advances, and you recommended the advances, and some were made in December, 1906? Yes.

200. Now, what do you mean when you say that we were negotiating when we made the advances?—I meant that the Lands Department had made very little progress in the matter The preliminary negotiations go on for months probably before a block can be acquired.

201 Then you were negotiating in November, immediately after the Act was passed?—We were trying to negotiate.

202. And the Court did not sit to determine who were the owners until February?—The Appellate Court?

203. That was the only Court?—No, the owners had already been determined by the Native Land Court as far as we were concerned. We did not know what the Appellate Court was going to find. How could we possibly say?

204. You were not negotiating, as a matter of fact, with the then owners, but with the persons who were afterwards found to be the owners by the Appellate Court?—I cannot go into those matters.

205. *Right Hon. Sir J G Ward.*] Regarding those advances that were made to some of the owners, was there anything unusual, so far as the procedure was concerned, in that respect in connection with the Te Akau Block compared with what is pursued by your Department in relation to the purchase of any other Native lands?—No difference. The same thing happens, I was going to say, in perhaps fifty blocks the Crown are purchasing, as the Crown makes advances invariably to ascertained owners.

206. Who were the four persons to whom advances were made on the 24th November?—Payments were made to Para Haimona and Eruera Hetaraka on the 24th November; and the other one, Tuaiwa and Ngatipare, was paid at the same time, and then, at Ngaruawahia, in February, 1907, there were three payments made to the Tainui people but I think you can get all that evidence from the Chief Accountant.

The Chairman: Before we go any further, Mr Myers, can you not agree upon what is common ground in regard to this charge—as to what are the facts? Is it necessary to go through all the witnesses?

Mr Myers: So far it is necessary I am not going to my friend to ask him to make admissions—I do not think it is proper that I should do so. If any admissions are made, I am prepared to accept them.

Mr Skerrett: You can get certain facts out of Mr. Blomfield.

Mr Myers: Very well.

The Chairman Is it denied that Kaihau conducted the sale, in regard to this charge, and received a commission?

Mr Skerrett No, it is not disputed—he received a sum of £2,000.

The Chairman Perhaps you will make a statement?

Mr Skerrett I prefer that the evidence comes out in the usual way It is better to have the story in the actual words of the witness.

EDWARD CLARE BLOMFIELD sworn and examined. (No. 20.

1. *Mr M Myers.*] You are a solicitor practising in Auckland?—Yes.

2. Your firm, Messrs. Parr and Blomfield, are solicitors for Mr. Kaihau?—Yes, and also for the Ngatitahinga Tribe.

3. You remember preparing certain agreements in 1906 in connection with the Te Akau Block ?—Yes, I do.

4. Have you your diary to say when they were prepared ?—I have not my diary, but I can swear to the dates.

5. Now, can you show me the first agreement that was made ?—Yes. Perhaps it would be better if I told you the circumstances of each of the agreements. [Agreement handed in.] I could give you the story, and then you could examine me further. On the 2nd November, 1906, I think it was, I was instructed by Para Haimona and Pomare, and, I think, some of the others—I cannot swear to that—and also by Henare Kaihau, to run off a rough agreement between them with respect to the payment of fees for work which Kaihau had done at two sittings of the Native Land Court in respect to the Te Akau Block, and with respect to a sitting of the Appellate Court which was to take place under the provisions of the Act of 1906. I ran off a very rough agreement. It is written on two sheets of note-paper, and written very hurriedly, without going fully into the matter, and on the understanding from the people that I was to draw out a proper, and full, and complete agreement. The rough agreement reads as follows "Memorandum of agreement made this 3rd day of November, one thousand nine hundred and six, between the Natives whose names are signed hereto (hereinafter called the owners'), of the first part, Henare Kaihau, of Waiuku, Native commission agent, of the second part, and Pepa Tauki, of the third part, whereby it is agreed as follows (1.) Henare Kaihau agrees to arrange a sale with the Crown of 13,000 acres, part of Akau No. 2 Block, and Pepa Tauki agrees to assist him. (2.) Henare Kaihau further agrees to conduct the appeal of Akau Block on behalf of the owners, and to defray all costs of retaining counsel to assist him, and to pay all fees in connection with the case. Pepa Tauki agrees to assist him with the conduct of the case. (3.) The owners agree to pay Henare Kaihau for all his past services of any kind soever in connection with Akau Block, and for his services in conducting such appeal and for negotiating such sale, ten pounds per centum of the purchase-money received by them from such sale to the Crown. (4.) The owners agree to obtain the signatures of all parties necessary to the completion of this agreement. The owners also agree to pay Pepa Tauki the sum of £100 out of such purchase-money as aforesaid in satisfaction for all his claims for any work done. The purchase-money shall be three pounds per acre unless the owners shall subsequently reduce the amount. The above commissions shall be paid by the Crown to Henare Kaihau and Pepa Tauki respectively, and the balance of purchase-money to the owners direct. As witness the hands of the parties the day and year first above written." [Put in—Exhibit E. 1.]

6. Is that all you have to say yourself about the first document ?—No, I have a little more to say The parties then that were contemplated were the parties who subsequently became Mr. Bell's clients and the clients of Pepa and Pepene.

7 What Mr. Bell ?—Mr. H. D. Bell. All those parties were parties to the appeal. I did not know much about the title to the block at that time—in fact, I knew very little about the matter. Some of the parties I mention were owners of this 13,000 acres which was really the subject of the appeal. The appeal really was into a further matter than the 13,000 acres—it was to ascertain all the tribal boundaries as well. The block contains 90,000 acres. Those people who were the owners at the start are still the owners of the block—their areas have only been altered. No person who was in the block has been thrown out altogether. The price, you will notice, was to be £3 per acre. The people whom Hone Heke and Mr. Bell afterwards represented, and the other parties, did not, you will notice, enter into the agreement, so that really the only people who signed it were the Ngatitahingas.

8. Now you mentioned the name of Mr. Bell. Is it right to say that he acted entirely as counsel for one set of Natives—not for Mr. Kaihau's Natives, but for some Natives whom Mr. Heke represented before the Appellate Court later on in February ?—Absolutely, but those were the same people who were to join in the agreement. I do not suppose Mr. Bell knew anything about the agreement.

9. Now, can you tell me this, Mr. Blomfield The "washing-up" Bill of 1906, referring this Te Akau question to the Native Appellate Court, had only just been passed, had it not ?—Yes.

10. On the 29th October, 1906 ?—Yes.

11. Now, do you know whether Henare Kaihau had himself done anything up to this date, the 3rd November, in connection with the sale to the Crown ?—I believe that nothing whatever had been done—that is, as far as I know

12. You personally know of nothing ?—Yes. I drew that memorandum in Wellington while I was here in connection with some business connected with Mahuta.

13. Had you done anything in connection with this Te Akau clause ?—Nothing whatever. The petition was presented by Mr. Massey

14. In what year ?—1906, which eventuated in the Act.

15. It went before the Native Affairs Committee, and eventuated in the Act ?—Yes.

16. Do you know there had been a previous petition in 1905 by Henare Kaihau, or similar legislation ?—I do not know that Kaihau had anything to do with it, but I am familiar with the section and the reports.

17 At the time when the 1906 Act was passed, the last decision had been the judgment of Chief Judge Seth-Smith in 1904 ?—Yes.

18. Chief Judge Seth-Smith acted under the Act of 1904 ?—Well, it was alleged or argued by Mr. Bell with very great force, and rightly, too, I think, that Judge Seth-Smith acted without any jurisdiction at all. He was asked to confirm.

19. I am asking you what were the facts only ?—The fact was that Judge Seth-Smith had not confirmed the Act of 1904, but had given an entirely different decision.

20. In favour of the Tainui Tribe as far as this 13,000 acres was concerned ?—In favour of the Tainui Tribe, which included some Ngatitahingas.

21. But did Chief Judge Seth-Smith's order include any of Kaihau's people ?—That I cannot say If it did, it would not be more than one or two.

22. And immediately after the Act of 1906 was passed, Mr. Kaihau enters, with the other Natives, into this agreement ?—Yes. I should like to say that it was distinctly agreed that that was purely a tentative sort of agreement. It was to be supplemented by the other document that you have—it was to be engrossed immediately

23. But, though the agreement was signed, Henare Kaihau's people were not entitled to the 13,000 acres at all ?—Henare Kaihau's people were supposed to be all those people then—Ngatipare and Ngatipukoro—which included a number of people in the block of 13,000 acres, and who still own it, but over some friction between them they refused to join in this agreement.

24. In 1894 there was an inquiry ?—Yes.

25. With regard to the boundaries of this 13,000 acres ?—In 1891, it was.

26. And in whose favour was the matter decided then as to the 13,000 acres ?—It purported to be a decision practically by agreement, and it was in favour of the Ngatitahinga people, whom I represent.

27 Did that include Kaihau ?—Yes.

28. In 1894 did the matter come before the Native Land Court again ?—It did.

29. Did it include Kaihau's people ?—Not in the section I represented, but in the section represented in that agreement, yes. If that agreement had been carried out *in toto*, Mr. Kaihau and every other counsel would have appeared for the whole of those people—with the other counsel that had been retained.

30. In 1904 there was a Royal Commission ?—Yes.

31. Did the recommendation include Kaihau's section ?—Yes, every one of them.

32. Then there was the Act of 1904 ?—Yes.

33. Chief Judge Seth-Smith's decision excluded Kaihau or any of his section ?—Yes.

34. Then we come to the Act of 1906, which refers the matter back to the Appellate Court ?—Yes.

35. And then we get this agreement in which Kaihau's people join ?—That is right.

36. So that Kaihau's section at that time were not in that title ?—That is right. They joined, but others were to join as well.

37 They called themselves " the owners " ?—Yes, they are all owners of the block.

38. And Mr. Kaihau was to get 10 per cent. He was not only to conduct the case, as it is called, but he was to pay counsel, and get 10 per cent. of the whole of the purchase-money ?—Yes.

39. Now come to the next document which follows upon this rough agreement ?—I went home next morning, and when I got back to Auckland I subsequently drew out this other document. This was supposed to be the proper agreement. It was drawn on the 11th November in Auckland. [Put in—Exhibit F 1.] It recites that Kaihau has during past years acted on behalf of the owners in preparing for hearing and conducting their case in connection with that piece of land known as Akau Block at the several sittings of the Native Land Court before which the title came up for inquiry and that Kaihau has not been paid for his services. The title to the said block has been further referred to the Native Appellate Court, and the owners are desirous that Kaihau should appear on their behalf before the Appellate Court, and should endeavour to secure to them that portion of Akau Block containing about 13,000 acres, and should on their behalf sell such land to the Crown as hereinafter provided. Kaihau was to act as Native agent for the owners in preparing for trial and conducting their case at the sitting of the Appellate Court, and to pay the cost and expenses of procuring legal assistance that he considered necessary in the conduct of the case, and to pay all fees and disbursements necessary in connection with the investigation of the title before the Appellate Court. He was to negotiate with the Crown for the sale to the Crown of the 13,000 acres, at a price of not less than £2 per acre. He was to receive as remuneration for all past services, and for the conduct of the case of the owners before the Appellate Court, and for negotiating the sale to the Crown, £10 per centum of the purchase-money paid by the Crown, such percentage to be paid by the Crown direct to Kaihau at the time of the completion of the purchase, the remaining 90 per cent. to be paid direct to the individual owners in the proportion to which they were entitled. The owners were to execute all necessary agreements in favour of the Crown at the price agreed upon. Should Kaihau not succeed in securing to the owners the parcel of land, or in selling the 13,000 acres to the Crown, the agreement was to lapse, without releasing the owners from any reasonable claim Kaihau might have against them for work already done or to be done, and for all disbursements made by him in connection with the lands.

40. Now I want to point out to you that, whereas this first agreement speaks of £3 per acre, the second agreement speaks of the price as being not less than £2 ?—Yes.

41. Were your instructions altered, then ?—Yes.

42. When and where ?—I suppose in Auckland. I imagine it was in Auckland at the time I drew out the proper agreement.

43. And from whom would you have got your altered instructions ?—From such of the Ngatitahingas as I saw, and from Kaihau. What Mr. Kensington said is correct, that he did personally tell me that the Crown would have nothing to do with Mr. Kaihau.

Mr M Myers I want to examine Mr. Blomfield , and does the Committee propose to finish him now or to-morrow morning ?

The Chairman We cannot finish him now Mr. Blomfield may make a statement, which may be agreeable to you and be welcome to the Committee.

Witness I think if I could make a statement it would cut the whole thing out.

The Chairman It is in the interests of shortening the proceedings. (To witness :) Make your statement.

Witness That agreement by that clause lapsed, because the Crown informed me personally that they refused to recognize Mr. Kaihau as agent selling to the Crown. Mr. Kensington told me, and

Mr. Paterson told me, and to the best of my recollection Mr Grace also told me. Mr. Kaihau did appear, and conducted the case for these Natives, and I appeared with him. It was a lengthy case, and ran into some two or three months. Mr. Kaihau made very large payments in connection with the case, and I advised him that, as the Crown would not have anything to do with him, the best thing he could do, as the Appellate Court had finished and we had succeeded, was to try and find out when the Natives were selling and when the purchase-money would be paid, so that he could go up and see the Natives, and get them to give him what they would. I have personal knowledge that Mr. Kaihau did go up. I think he was a day late in going up, but he did go up, and I have personal knowledge that the Natives freely and voluntarily paid him, by their own statements to me, certain payments, which they told me aggregated about £2,000, for his work at the two former Courts and at the Native Appellate Court. I have figures to show what Mr. Kaihau paid out of that. Probably £700 or £800 is what was paid altogether. Included in that amount were some fees for counsel who acted with me at the Appeal Court, and some fees to Mr. Bell as well. There was no question that everything was absolutely straightforward. That agreement lapsed, as you will see. The Crown told me absolutely that they would not recognize Kaihau. I had some interest in it, because I knew that I could not very rightly ask Mr. Kaihau for so great a fee (although I looked to him personally) if he did not get payment out of the Natives, and therefore I advised him to be up there on the spot and get what the Natives would pay him. They freely came forward themselves.

44. *Mr M Myers* Were you there, Mr. Blomfield ?—No, I was not. I have it from the Natives.

45. Then, sir, this witness should not give hearsay evidence ?—But the Natives are not here. Some of those Natives who made the payments told me what was done.

Mr M Myers I shall have to examine Mr. Blomfield further.

The Chairman All right.

In Committee.

The Chairman Do we continue with this charge against Kaihau, or do we, as arranged, take the Flaxbourne case ? The previous resolution was, "Resolved, on the motion of Sir J G. Ward, that the Committee take allegation No. 7 next Friday"

Right Hon. Sir J G Ward I object to commencing in the Flaxbourne case till we know the details of the charge. I move that the Flaxbourne resolution be rescinded, and then that Mr. Blomfield's evidence be continued to-morrow

Mr Massey You cannot rescind a motion without notice.

Right Hon. Sir J G. Ward : I give notice to move to-morrow to rescind that motion. I am sorry I cannot agree that Mr. Griffin's evidence be taken to-morrow in the middle of some other matter, when we have no opportunity of knowing what the charge is , and, further, he should not go away, because his evidence may necessitate his being recalled, and this cannot be done until we have heard the evidence antecedent to it. I should object because the whole thing is inconvenient. It does not give us a chance of investigating the matter properly

Committee adjourned till 10.30 next day.

FRIDAY 11TH NOVEMBER, 1910.

The Chairman The first business to consider is the motion given notice of by Sir Joseph Ward.

Right Hon. Sir J G. Ward.—I move the motion, sir, that I gave notice of with regard to rescinding a former resolution as to going on with the Flaxbourne case. I think it would be far better to finish the Kaihau case before we proceed with the Flaxbourne case. It would be very inconvenient to take one man's evidence in regard to Flaxbourne, as has been proposed, and then to drop the case for a time.

Mr Massey There was some resolution passed about this case, and I should like to have it read.

The Clerk read the resolution as follows "Resolved, on the motion of the Right Hon. Sir J G. Ward, That the Committee take allegation No. 7 next Friday"

Mr Massey : I have been given to understand that the postponement of the Flaxbourne case is a very serious matter to the witness Griffin. It seems that he cannot be here at all next week without serious loss to himself.

The Chairman · The difficulty is in getting the witnesses present.

Mr Allen We have tried to oblige everybody could we not oblige this man after taking the evidence of Mr. Blomfield in the Kaihau case this morning ?

Right Hon. Sir J G. Ward The trouble is that if Mr. Griffin is called this morning there is bound to be evidence of some kind given which may render it necessary to call other witnesses. There is sure to be a preliminary statement made when the charge is opened, and then you cannot examine him on necessary points if he is allowed to go.

Mr Allen .. We are not allowing any statements to be made.

Right Hon. Sir J G. Ward The charges have to be formulated.

Mr Fraser Have the charges been formulated ?

Right Hon. Sir J G. Ward No.

Mr Massey I understand the charge is in reference to a payment to Mr. Macdonald's partner. I must say that I am not up in the details, and do not know what evidence is to be taken.

Mr Fraser Mr. Blomfield is anxious to get away to Auckland this morning by the 12 o'clock train could we not take his evidence, and then settle this matter afterwards ?

Mr. Massey I move that the matter be held over until Mr. Blomfield's evidence has been taken.

Motion agreed to.

Hon. Mr Millar If a charge is admitted, is there any need to call evidence ?

Mr Massey That is going to lead to a lot of discussion.

The Chairman We will postpone further consideration of the matter until Mr. Blomfield has been heard.

The Clerk stated that he had received the following "Order of Reference.—Extract from the Journals of the House of Representatives, Wednesday, 9th day of November, 1910.—Ordered, 'That the time originally fixed by a resolution of this House dated the 29th day of September, 1910, in which the special Committee set up to investigate the allegations made by the member for Stratford and referred to in the said resolution is to report to the House thereon, be extended—that is to say, from the 29th October, 1910, to the 19th day of November, 1910—and that all the proceedings of the Chairman and the said Committee since the said 29th day of October to the date of the passing of this resolution be and are hereby validated.' True Extract.—H. Otterson, Clerk of House of Representatives."

The Chairman Received and noted.

E. C. Blomfield further examined. (No. 20.)

1. *Mr M Myers.*]—Mr. Blomfield, who obtained the signatures to this memorandum of agreement—that is, the second document you put in yesterday ?—They were witnessed by Mr. Phillips There is no date as to execution. I said it was drafted on the 11th November, but it would be a considerable time after that when it was signed.

2. *Mr Massey.*] Is this the one that was cancelled, or the other ?—The first one was only tentative until the proper one was drawn.

3. *Mr M Myers.*] Mr. Phillips, apparently was the man who attested the signatures, but who took the document round for signature ?—The parties—Para, Pomare, and Kaihau, and I cannot say whether there are any others or not.

4. Now you say here the agent shall receive as remuneration for all past services and for the conduct of the case 10 per cent. of the amount at £2 per acre ?—Yes.

5. And I think you said you had not been told that there was an agreement—if in point of fact there was one—already made with the Crown for the sale at £2 per acre ?—I do not know that you asked me that question, but I was not aware that there was any agreement made with the Crown.

6. Or any negotiations ?—Or any negotiations.

7 If there had been any negotiations up to the 11th November you had not been told anything about them ?—No. The scheme, as I understood it, was to get these documents signed, and then, when the land went through the Court, for Kaihau to tender these to the Crown and negotiate for the sale.

8. Were you told of any negotiations between Kaihau and any other Natives and the Native Minister ?—No.

9. Now, the 10 per cent. was to include the payment to Kaihau for his services on the sale to the Crown ?—That was a very minor matter indeed, because the conduct of the case was a very lengthy one.

10. You must take the document as it is ?—Yes.

11. Did all the Natives who were interested, or who turned out to be interested, sign this document ?—That I cannot say I can say this that some of the Natives—Ngatitahinga—did not pay Kaihau any commission or fees.

12. Can you say who they were ?—No.

13. Can you say to what extent in value ?—I cannot say that, but I can say this that if you take the statement that Para made to me——

14. I do not want any guessing ?—It was probably £2,000 they got.

15. Very well, the purchase-price would be a little over £26,000 for the 13,000-odd acres ?—Yes. The statement signed shows two separate parties.

16. But it does not show who paid Kaihau, and you do not know ?—No.

17 Can you say that the Ngatipare—those people for whom Heke and Mr. Bell appeared—are the people who declined to pay Kaihau the 10 per cent. ?—The question never arose. They went as a separate party altogether, and they had nothing to do with the payment. Kaihau did not appear for them.

18. So that if you deduct from the total amount of the purchase-money the value of the interests of these people, you would then get approximately the amount of money Kaihau was paid for his services ?—If you deduct the Ngatipare, for whom Kaihau did not give his services, you can work out the proportion. There was £26,000 paid. Of that amount, £7,151, approximately was paid to the Ngatipare Tribe.

19. That is, the Ngatipare Tribe or Hapu ?—Yes. I can tell you the fee they paid their counsel. It was a bigger fee.

Mr M Myers That is not important.

Mr Skerrett I think it is very important. We ought to know what is paid.

Witness The amount the Ngatipare counsel and agents received as fees was approximately £2,200.

20. *Mr M Myers.*] Of that amount, how much did the Native agent receive—eliminate counsel ?—If you deduct £500, which was received by counsel, you will have the amount the Natives received.

21. That would be for counsel not only appearing before the Native Land Court, but the Appellate Court ?—I understand £500 was the fee.

Mr M Myers I shall call evidence as to that. My recollection is that the £500 included considerable time that counsel was absent from Wellington at Ngaruawahia.

Mr Skerrett I do not suggest, and do not propose to suggest, that there is anything unreasonable about the fee.

Witness As a matter of fact, Mr. Bell's argument was the strongest put before the Court.

22. *Mr M Myers.*] Well, he earned his fee, then ?—Undoubtedly

Mr Allen I do not see that this is relevant.

The Chairman Anything about fees paid by the Natives is relevant.

23. *The Chairman* (to witness).] Is it necessary to go into the matter of fees paid to counsel ?—I only made that reference because of the comparison between the two.

24. *Mr M Myers.*] Did you act for the Ngatipare ?—No.

25. Well, you do not know how much the Ngatipare people paid ?—Do you want to know how I got the information ? I got it from Heke, and Pepene, who was also one of the conductors.

26. It is only hearsay ?—It is partly so.

27 Pepene was not a member of Parliament ?—No.

28. Kaihau was a member of Parliament at the time ?—Yes.

29. Then you prepared another agreement, did you not ?—Yes.

30. Well, you produce that ?—I prepared that approximately at the same time. I said it was engrossed on the 11th, but I believe it was engrossed on the 12th November, and this second agreement was engrossed within a day or two afterwards.

31. On whose instructions did you prepare this agreement ?—On the instructions of those three parties I mentioned before.

32. This purports to be an agreement between the Natives whose signatures are here and the Hon. the Native Minister ?—Yes.

33. It is fair to say is it not, that you got no instructions from the Native Minister or any Government Department ?—Yes. The Native Minister knew nothing about it. The scheme emanated from me.

34. He knew nothing about the preparation of the agreement ?—No.

35. You say the agreement is between those whose signatures are subscribed and the Native Minister on behalf of the Crown, and "The Vendors respectively agree to sell and the purchaser to buy the respective interests. The price shall be such sum as is arranged between Henare Kaihau as agent for the Vendors and the Under-Secretary of Lands, being in no case less than the valuation as assessed by the Government Valuer now about to make an inspection and valuation of the said lands, nor less than the sum of £2 per acre." Where did you get your information that the Government Valuer was "now about to make an inspection and valuation of the said lands" ?—That I cannot say Probably I got it from Kaihau and the Natives.

36. Then you go on, "The Vendors will execute any agreements, transfers," and so on. "The purchase-money shall be paid to the Vendors immediately on execution of a good and valid memorandum of transfer, ninety per centum thereof being paid direct to the owners, and ten per centum to the said Henare Kaihau at the request of the owners (testified by their execution hereof), less such sums as may have been advanced to either party on account of such purchase-money before execution of such transfer." Were you given a list of transfers that were made ?—No, I knew nothing about any transfers. I might say that I knew Kaihau wanted to act as agent for the Crown, but they would not le him.

37 You were told by Mr. Kensington that they would not let him ?—By Mr. Kensington and Mr. Paterson.

38. When was it that you were told ?—Mr. Paterson was up at Ngaruawahia on the first day the Native Appellate Court sat, and I saw him there.

39. On what date ?—The 4th February, 1907

40. If an arrangement had already been made——

Mr Skerrett I object to this. My learned friend says, "If an arrangement had been made." Surely my friend cannot assume ?

The Chairman No, I cannot allow a question in that form.

41. *Mr M Myers.*] Were you here yesterday when Mr. Kensington was giving evidence ?—I was.

42. Do you remember a letter of his being read—I think of the 7th January, 1907—in which he said some Natives had been to Wellington and had seen the Native Minister, with the result that the Government had agreed to purchase at a sum not less than £2 an acre. Do you remember that letter ?—I do not remember the wording of it, but if you say it is so I will not say it is incorrect.

43. The letter says, "The matter is now again subject to review by the Appellate Court by clause 26 of the Maori Land Claims, &c., Act, 1906. Some of the principal Natives have been in Wellington, and have had an interview with the Hon. the Native Minister and the Department, the result being that an agreement has been come to for the purchase of the areas on the plan enclosed herewith, estimated at about 13,000 acres, at a price of not less than £2 per acre" ?—Yes ?

44. Did you know when Mr. Paterson saw you on the 4th February, 1907, of that agreement or arrangement ?—No, I did not. There could not have been any agreement, for this reason that each individual owner owned a separate interest, and they had to get every owner. They might have spoken to two, or perhaps four of them.

45. Supposing they were the principal owners, and were conducting the business for the Natives interested ?—My experience—and it has been a good long one—is that you have to get the signature of each owner in these cases.

46. But if the principal men in the party make an arrangement as to their interests ?—In the olden days it was different, and they had every say, but now it does not amount to anything.

47 At all events, the simple fact is that you knew of no arrangement having been made ?—None at all. I told you that Mr. Paterson was up there on the 4th February and if he had wished to make a contract with the Natives he could have done it before the Court sat.

48. At that time Mr. Kaihau and his party were not entitled, you told us yesterday—on the 4th February ?—Every Native was in the title, but the boundary-lines had not been altered, and they were not in the 13,000 acres. I believe there was one, but I cannot say who that one was.

49. At all events, I am correct in saying that substantially Kaihau and his party were, between Chief Judge Seth-Smith's judgment in 1904 and the sitting of the Appellate Court in 1907, left out of the title of the 13,000 acres ?—They were not in that, but the Ngatipare, who Mr. Kensington said received an advance, were in, so that an agreement could have been obtained by Mr. Paterson from them.

50. You were not present when any of the Natives attested any of these documents ?—No , not one, unless my signature appears. If Mr. Phillips was the witness to it I did not attest any

51. Were you present during the time when Mr. Grace and Mr. Paterson were settling with the Natives—I mean paying over their cheques ?—No.

52. What you said yesterday with regard to the Natives' relations with Kaihau was hearsay only ? You recollect I was solicitor or agent for them, and they told me.

53. And is the Committee to understand that, as far as the negotiations with the Government for the sale of the property are concerned, you personally had nothing to do with them ?—I spoke to Mr. Paterson and to Mr. Kensington, when the title was through, about arranging a sale, and then they told me.

54. That is, after the Court's decision ?—Yes. When I drew the agreement I knew nothing about any deed.

55. I mean, prior to the sitting of the Native Appellate Court you had nothing whatever to do with the negotiations ?—No.

56. Nor afterwards, except a mere conversation ?—Nor afterwards, except to ask them what they intended to do, and get their repudiation.

57 Whose repudiation ?—Mr. Kensington's and Mr. Paterson's.

58. You mean, when they told you they would not have anything to do with Mr. Kaihau ?—Yes. Mr. Paterson's words were that they had got express instructions not to recognize him.

59. But as to anything that may have happened between Mr. Kaihau and the Native Office down here, you have no knowledge—you were not present at any conferences ?—No, excepting from the parties themselves. I have only the knowledge of the parties who actually carried on the negotiations.

60. But even then you have told us that when you drafted the agreement they did not tell you of any conferences they had had ?—No , but I can give you the history of that deed to the Native Minister from the parties who made the arrangement.

Right Hon. Sir J G. Ward What is the objection to our having it ?

Mr M Myers I understood I was to keep as far as possible to the rules of evidence.

The Chairman Yes.

Right Hon. Sir J G. Ward I think we should have it.

Mr Skerrett Is there anything in dispute ?

The Chairman Mr. Skerrett can bring it out in cross-examination, and so can any member of the Committee, but we cannot direct Mr. Myers as to the questions that should be put.

Mr Skerrett I agree with Mr. Myers. I do not think it is advisable, except where the matter is common ground, to enter into hearsay evidence. I understand this matter of Mr. Blomfield's is common ground.

The Chairman That is the reason I did not press Mr. Myers to put the question.

61. *Mr M Myers* (to witness).] What you mean is that the agreement was sent to the Native Minister by Pepene ?—It was sent by Pepene to the Native Minister, and the Native Minister sent it back at once with a memo. that he could not recognize it.

62. *Mr Skerrett.*] Mr. Blomfield, without going into the details, will you tell me the point at which Mr. Henare Kaihau acted as conductor of the cases for this particular tribe—the Ngatitahingas ?—Well, I cannot tell you , I did not appear.

63. Do you not know it from the history of the cases ?—He was connected with the case before the Commission, I understand, and before Chief Judge Seth-Smith's Court.

64. And again before the Native Appellate Court ?—When before the Native Appellate Court he practically lived and slept there—he was there the whole time.

65. So that there were three inquiries at which he appeared on behalf of the Ngatitahinga Tribe—namely, the original Commission of 1904 is that right ?—Yes.

66. The inquiry before Chief Judge Seth-Smith and the Native Appellate Court ?—You will understand I am only swearing to the third one , I was not present at the first two.

67. Have you, from your records and general knowledge, any idea how long the first two cases lasted ?—I have the Commission's report here.

68. Does that state how long it lasted ?—Yes, it states when the Court sat " We held a sitting at Mercer from the 6th to the 18th April, and at Ngaruawahia from the 14th to the 28th April, 1904, inclusively, to hear the evidence and arguments of the parties to the said petition."

69. How long is that ?—That is over three weeks.

70. Could you give the Committee any information as to how long the Native Appellate Court sat ?—The one in which I appeared ?

71. Yes ?—It started on the 4th February, 1907 , it gave an interim judgment on the 18th March——

72. *Mr M Myers.*] It was not sitting all the time ?—Yes , right up to the 18th March, Mr. Myers. There was then an interim judgment which laid down the tribal rights, and then there was an adjournment to the 3rd April, I think, to allow the parties to go into the question of their individual rights. They sat there on the 3rd April, and according to my notes the last entry I have is on the 26th, and then on the 27th there was a notice of prohibition proceedings, and Mr. Kaihau spent a considerable time with me over this, and a considerable time before the Appellate Court sat.

73. *Mr Skerrett.*] Do you know whether the representatives of the Ngatipare who appeared before the Appellate Court had represented that tribe either before the Commission or Judge Seth-Smith's inquiry ?—I do not know that, but I believe that they did.

74. The same Native representatives ?—Yes.

75. Now, I understand that the total charges paid by the Ngatipare to their representatives amounted to £2,300 ?—£2,200—those were the figures given to me.

76. *Mr M Myers.*] It is only hearsay ?—Yes, from the conductors. I did not see it paid.

77 *Mr Skerrett.*] You say that your information is that Mr. Kaihau received for all his services the sum of £2,000 is that not so ?—Yes.

78. Out of which you say he actually disbursed for counsel and other disbursements a sum of between £700 and £800 ?—Yes. I can actually swear to between £500 and £600, and the others were only statements made to me.

79. Well, Mr. Blomfield, how do you compare the remuneration received by the representatives of Ngatipare before the Native Appellate Court with the remuneration received by Mr. Kaihau ?—Well, you have had the figures. The Ngatipare interest is represented by £6,700, and the Ngatitahinga interest is represented by about £17,000. The former is less than half.

80. The Ngatitahinga had a preponderating interest in the block as compared with the Ngatipare ? Yes.

81. And the amount paid the representatives of Ngatipare as remuneration was larger than the amount received by Henare Kaihau ?—Yes, but Ngatipare did not dispute that. There is no question about fees. We are all satisfied.

82. I did not understand Ngatitahinga to dispute Mr. Kaihau's fees it is Mr. Myers who is questioning it ?—As a matter of fact, the man who did most of the work was Mr. Bell, but his fees were smaller than the Native agents' His argument settled the case, in my opinion, for his side.

83. It is a fact that the scale of Native agents' charges is much higher than the scale of charges for a legal practitioner, no matter what his standing in the Native Courts ?—There is no doubt whatever about that.

84. And, having regard to the ordinary standard of Native charges, in your opinion was the amount of Kaihau's excessive ?—Judging by what fees I know to have been paid in other cases I should say it was not out of the ordinary

85. I understood from you that the object of those three deeds was to secure payment to Kaihau directly from the Government out of the purchase-money of the amount of remuneration ?—Yes.

86. That was the whole object of those deeds ?—Yes. He wanted to go on with it direct to the Crown when the title was ascertained. "There you are. I will sell you this land, and you give me this commission." That was the scheme as they put it to me.

87 That scheme was prevented by the circumstance that the Government refused to recognize Kaihau, or to allow any payments to be made directly to him out of the purchase-money ?—Yes.

88. Now, I want to put this one question to you as a man familiar with the whole question do you think that the amount of Kaihau's remuneration was in any way increased by the prospect of the sale to the Government ?——

Mr. M Myers Well, I object to that. How can Mr. Blomfield possibly answer that ?

89. *Mr Skerrett.*] He has said already in answer to you that the sale to the Crown was of minor importance ?—That is so. I did say that. I can answer that in this way, without going into details· It would be patent to any one that the investigation of the claim, which took three months' solid work before the Native Land Court, would involve much more labour than the negotiations for the sale. That is my experience of commission agents. They earn their money much more easily than counsel.

90. Reference has been made by my learned friend to expressions in the correspondence such as this "agreed to purchase." Now, will you tell me the ordinary course of a purchase transaction between Natives and the Crown ?—Well, I cannot speak from the Crown point of view

91. From the Native point of view, does it not, as a rule, commence with tentative negotiations ? —*Kanui te korero*—which means, plenty of discussion first, and talks, and plenty of payment if they can get it.

Mr M Myers It is true, nominally, that my friend Mr Skerrett is cross-examining Mr. Blomfield, and it must be remembered that Mr. Blomfield was Kaihau's solicitor, and my friend ought not to put questions as he is putting them.

92. *Mr Skerrett.*] I have been very careful. The matter is merely a suggestion to the minds of the Committee ?—In private matters I have had a great deal to do with Native purchases, and I suppose the same thing applies there. There is plenty of talk very often with one or two of the tribe, and discussions, and then eventually either a deed is drawn out and taken round for signatures or they hold a meeting.

93. Usually taking a long period to negotiate ?—Yes, especially if there are many names , and the Crown has recognized that, and has introduced a clause in the last Act which allows the Board to hold a meeting of the assembled owners and take a resolution.

94. I am putting this to you as a solicitor Was it possible for the Crown to enter into any definite bargain to purchase from the Ngatitahinga until after the judgment of the Native Appellate Court ? —No.

95. There might, of course, be discussions between the Crown, or some one on behalf of the Crown, and the Ngatitahinga claiming the land, that in the event of their being awarded the land they would sell to the Crown ?—Yes.

96. But would that be a definite bargain or a mere tentative one ?—A mere tentative one. That is done even with private individuals in the Land Court.

97 And might such negotiation be colloquially referred to as an agreement to sell ?—I think so.

98. I do not want to trouble the Committee with the names, but you heard read by Mr. Kensington the recommendation by him that advances should be made to four Natives ?—Yes.

99. Were they members of the Ngatitahinga Tribe or members of the Ngatipare Tribe ?—Two Ngatipare, but I could not place the third name, and the fourth name was one of the Ngatitahinga.

100. Now, in consequence of the Crown refusing to allow the purchase-money or any part of the purchase-money to be paid to Mr. Kaihau, it was necessary for him to go to Ngaruawahia, where the money was being paid by the Crown direct to the Natives ?—Yes.

101. You were not present ?—No.

102. But you were the solicitor for Ngatipare ?—For Ngatitahinga.

103. Including Para ?—Yes.

104. What position does Para occupy among the Ngatitahinga—is he a leading man ?—He is one of the principal men.

105. Now, do you know professionally who made the arrangement between the Natives in the Ngatitahinga as to the amount which it was fair Mr Kaihau should receive for his services ?—Yes, I do, from Para himself.

106. Have you ever heard from any of your clients, the Ngatitahinga, any complaint that the amount paid to Mr. Kaihau was excessive, or that it was paid without their knowledge or consent ?—No. I know from some of the members that the moneys were personally paid by the parties themselves to Mr. Kaihau—by the members of the Ngatitahinga.

The Chairman Is it contended that the amount received by Kaihau was unreasonable ?

Mr M Myers May I again remind the Committee and remind Mr. Blomfield that he, as a solicitor, ought to know that this hearsay evidence ought not to be given. I brought the matter up yesterday, but Mr. Blomfield will persist in giving this hearsay evidence, which he must know is inadmissible.

107 *The Chairman.*] It is only fair for Mr. Blomfield to give his reason ?—They were my clients. Unless I brought them all here for each little matter, I do not know how you could get these statements.

Mr M Myers But Mr. Blomfield has to give evidence not for the purpose of telling us what these people told him, but evidence of what he knows.

The Chairman We cannot help that he is placed there as a witness, and it is a matter for counsel.

Witness I thought you wanted to get at the bottom of the thing.

Mr M Myers So I do, but I do not want to get a lot of stuff that is irrelevant and quite inadmissible.

The Chairman The only thing is that you have made a remark that Mr. Blomfield as a professional man ought to know and I think it only reasonable that he should be allowed to give his reason in regard to statements which you say are inadmissible.

108. *Mr Skerrett.*] Do you think that Henare Kaihau's position as a member of Parliament affected the decisions or conduct of the Native Appellate Court ?

Mr. M. Myers . Is that a proper question ?

The Chairman That is hardly relevant.

Mr Skerrett Very well. If there is a feeling against the question I will leave it for a matter of inference.

The Chairman We will draw our own conclusions from the evidence.

Mr. Skerrett But a great many questions of the kind were put, and perhaps that is why I was led into asking it.

Witness I was going to say with regard to the remarks made by Mr. Massey that he probably was not aware there was an affidavit on the file in the Court of Appeal here with regard to Judge Browne which clears up the whole of that matter, and it would show you that there is no foundation or anything in the suggestion whatever with respect to Judge Browne. You could get the true facts from the affidavit.

Mr. Massey : I have the law report here, and that is quite sufficient for me.

Witness But there is an affidavit which is not in the law report.

109. *Mr Skerrett* (to witness).] I understand that among the advocates or representatives of the Ngatipare was a member of Parliament ?—Yes, that is so.

110. *Right Hon. Sir J G. Ward.*] Not Mr. Kaihau ?—No, not Mr. Kaihau.

111. *Mr. Massey.*] Did he receive payment for conducting the case ?—Yes, sir.

112. *Right Hon. Sir J G. Ward.*] With regard to that agreement that you put in this morning, Mr. Blomfield, in which the statement is made that there was to be an arrangement between Kaihau and the Under-Secretary for Lands, I understood you to say that that agreement remained in your possession ?—Well, it went away to get signed, sir—to get the signatures. I have had it at different times.

113. That was the agreement dated November, was it not ?—Yes. The first one was really nothing at all. That came back to me at once from Kaihau. Then the other two were drawn, and they had to go to the parties for signature, and I should say that about January or February Pepene sent it back to Mr. Carroll. The other one did not go to any one, so far as I know

114. That agreement drawn up in your office, embodying the statement that it was between the Natives of the Ngatipare Hapu and the Under-Secretary for Lands, had not been, either in the rough or in the agreement proper that you put in this morning, submitted to the Under-Secretary for Lands ?—No, not to any one. It emanated from the brains that discussed it—Kaihau and those Natives and myself. No one knew anything about it.

115. The contents of the agreement were never put into execution ?—No, sir.

116. Mr. Paterson, I understand, told you on the 4th February or about that date, at Ngaruawahia, that the Crown would not negotiate anything through Mr. Kaihau ?—Absolutely He gave me absolute notice that they would not recognize him in any way

117 Mr. Kensington similarly informed you ?—Yes.

118. Was it before the 4th February 1907 or afterwards ?—I was trying to think of that. I think it must have been in April, when I came down to the prohibition proceedings, but I am not sure.

119. I understood you to say that Mr. Grace, the Land Purchase Officer of the Government, also informed you that nothing could be done for Mr. Kaihau ?—To the best of my recollection I believe he did, but I am not sure.

120. That £2,200 that was paid by the Ngatipare Hapu includes £1,700 of fees for Native agents or counsel—I am not referring to the counsel proper ?—Ngatipare's amount was £6,800, and the amount they paid to their agents was approximately £2,200.

121. So that out of the payment made for portion of the Te Akau Block to the Ngatipare Hapu, from the £6,800 that they received there had to be paid £2,200 in fees, leaving them an amount of £4,600 ?—Yes.

122. And the Native counsel or agents would receive out of the amount of £2,200 the sum of £1,700 between them, whoever they were ?—Yes.

123. The balance of the estate was paid over to the Ngatitahinga Natives, on whose behalf Mr. Kaihau was acting ?—Yes.

124. And that would be £17,000 ?—£16,826 is the amount. And then there were some non-sellers who do not come into that statement.

125. Well, the total amount paid in connection with the agency was £2,000 to Kaihau and £200 to somebody else ?—No, sir, the approximate amount, according to their statements to me, was £2,000.

126. From the £16,800 the total amount paid to the Native agent—in this case it is according to the evidence of Kaihau—the total amount paid to him would be—— ?—About one-eighth, and in the other case about two-sevenths or a third it would be £2,200 into £6,800.

127 Now, the agents' fees, after deducting the amount paid to counsel, by comparison with the payment in the other case, would be very much less ?—Yes, it is less. Of course, there are more men on the other side—there are four on the other side and two on this.

128. Did you, as counsel for Kaihau, at any time in connection with the deed drawn up between the Natives and Kaihau communicate the contents of that deed or suggested agreement to the Under-Secretary for Lands ?—No, sir, nor to any one else.

129. *Hon. Mr Millar.*] In regard to negotiations for the purchase of this Native land, I think you said there was a lot of preliminary talk ?—Yes.

130. Is it customary in private transactions to make advances to the Natives in such cases ?—In private transactions, yes.

131. As long as there were any negotiations going on, is it customary when dealing with private transactions in Native lands to make advances ?—Yes, before the deed or transfer is signed, taking a receipt for the payment on account of the purchase-money, sometimes with the qualification that it is a payment to be refunded if a sale does not eventuate. There may be a large number of owners, and one or two interests may not be of any use to you.

132. Is that done with the idea of binding them down to the sale—as a sort of deposit ?—Yes. If it is properly drawn it would bind them.

133. *Mr Massey.*] I think you have informed the Committee, Mr. Blomfield, that you are the solicitor for Mr. Kaihau and the Ngatitahinga Tribe ?—I did, yes.

134. Do you remember the date of the payment to Mr. Kaihau by the Natives at Ngaruawahia ?—No, I do not. I was not there.

135. Not even approximately ?—No. I see by the receipts that the payment was on the 5th June, but I can only say from hearsay that Ngatipare were paid first and then the Ngatitahinga.

136. You say the payment to Kaihau was £2,000 ?—That is the information I had.

137 Do you know whether Kaihau, in addition to the £2,000, received any share on account of the payment of the land itself, or, rather, a share in the land ?—I know that he did not.

138. Did the payment of £2,000 which was made to Kaihau include payment for looking after the different petitions when they were before the Native Affairs Committee ?—I did not understand that it did. I did not know that he had appeared in connection with the petitions at all.

139. Are you sure that he did not receive a payment for looking after the petitions when they were before the Native Affairs Committee ?—I have not heard that he did, neither have I heard that he appeared in connection with the petitions.

140. You know that he is a member of the Native Affairs Committee ?—I do not know that, no.

141. Do you know anything of the drafting of the clause which was moved by Mr. Kaihau in the Native washing-up Bill of 1905, the clause which was intended to provide for the setting-up of a special Appellate Court to reconsider the Te Akau titles ?—No, sir, I had nothing to do with Ngatitahinga in 1905. That is the clause you refer to which authorized the Chief Judge to confirm with such amendments as necessary

142. No, I think the clause to which I refer provided for the setting-up of the Court itself. It was practically the same clause which was accepted by the Government, and inserted in the Bill of 1906. I do not suppose you are aware that the Bill of 1905 was dropped in the Legislative Council with Mr. Kaihau's clause inserted. Mr. Kaihau got his clause inserted in the Lower House in the Bill, and the Bill was afterwards dropped ?—But did not Chief Judge Seth-Smith sit under the authority of a section of the Act of 1905 ?

143. No. As a matter of fact, there was no Act of 1905—there was the Maori Land Claims Adjustment Bill ?—The Judge did sit under some clause.

144. That is a different point altogether ?—I do not know of the other.

145. The "washing-up Bill" is a Bill containing all sorts of conditions and things dealing with Native or European matters, as the case may be ?—I had nothing to do with the block at all or with the tribe in 1905.

146. Or in 1906 ?—Yes, I had in 1906.

147 Then I want to know if you know anything of this clause "The Appellate Court is hereby authorized and directed to review the report of the Royal Commission in connection with disputes affecting the title to the Te Akau Block (parliamentary paper G.–1, 1904), and the subsequent decisions of the Chief Judge, under the provisions of section fourteen of the Maori Land Claims Adjustment and Laws Amendment Act, 1904, thereon in as far as questions in dispute between the Native owners as to tribal or hapu boundaries are concerned, and to confirm or, if necessary amend in accordance with the equities of the case any order heretofore made by the Court, the Appellate Court, or the Chief Judge" ?—You are quoting from the Act of 1906 ?

148. Yes ?—I know that. That is the section under which the Appellate Court sat.

149. I want to know if you knew anything of that section prior to its being inserted in the Bill ? No.

150. You had nothing to do with drafting it ?—No. The first I saw of it was when it became law

151. Are you aware whether the same clause was moved by Mr. Kaihau in the Bill of 1905 ?—I said No, that the clause of 1905 was different. I mean the one that became law

Mr Allen This one never became law

152. *Mr Massey.*] That was a different Act ?—That was why it was contended by Mr. Bell that the Chief Judge had acted without jurisdiction.

153. My object in asking the question was to find out whether you were aware that even at that time Mr. Kaihau was working on behalf of the Ngatitahinga Tribe ?—I knew nothing about it.

154. You knew at that time the land was in the possession of the Tainuis ?—Do you mean before I was instructed ? Before 1906 I did not know anything about the block except what appeared in the *Herald.*

155. The *Herald* articles did not apply to the block that was purchased, but to the whole block ?—Yes, I think to buying the whole block—that was the agitation.

156. The 90,000 acres ?—Yes. There was another block purchased.

157 Yes. Did Mr. Kaihau act for them ?—They were the Tainuis.

158. They were not friends of Mr. Kaihau's ?—No.

159. Were they the Natives who declined to let Mr. Kaihau act for them when they were in possession of the 13,000-acre block ?—No , those were the people against whom the claim was fought. Those were Mr. Earle's clients.

160. The Tainuis were in possession of the block right up to the sitting of the Appellate Court. Are you aware of that ?—I do not know about possession, but under the judgment of 1894 they were declared the owners of that 13,000 acres.

161. And were in possession and were the owners until the decision was reversed by the Appellate Court in 1906 ?—I was not aware whether they were in possession or not.

162. Were they entitled to possession ?—Oh, yes !

163. Do you know that they were approached by the Government when entitled to possession, and asked whether they would sell the block ?—No, but I do know from Judge Browne, against whom the suggestion was made, that he denied that.

164. Denied what ?—That he had attempted to negotiate the sale, or had negotiated the sale.

165. You told the Committee of a payment by the Ngatipare Tribe of £2,000 out of a total payment of £7,000 ?—Yes , those are approximately the figures.

166. Do you not think that was an exorbitant payment, or an exorbitant expenditure ?—I do not know Native agents seem to draw very big fees—much bigger than solicitors do.

167 What is the qualification for a Native agent ?—I do not think he has any

168. There is no qualification—he is simply an agent who comes between the vendor and the would-be purchaser ?—No he is a person who conducts the case between the persons at the Native Land Court. He may be an ignorant man or he may be a man who is acquainted with his work, and in many cases he is nine times ahead of the solicitor who has not taken up the work specially

169. The point I want to get at is whether you think the charge exorbitant ?—Perhaps you can form as good an opinion as I can on that. The case took three months, and I do not know the amount of preparation.

170. And there was a payment of £2,000-odd for three months' work ?—You must eliminate the counsel first, and then you have to divide that amongst three.

171. Three Native agents and one counsel ?—Yes.

172. And they received between them a payment of £2,000-odd ?—Yes, those were the figures given to me.

173. Do you attempt to justify the payment of £2,000 to Mr. Kaihau, which seems to me an exorbitant payment to be made by Ngatipare to their agents ?—No , at the time that did not enter into comparison at all. I do not know except what they told me. These fees for Kaihau were fixed by the tribe themselves.

174. By arrangement with the tribe ?—No. Para's information to me was that he and his people met, and they decided what fees should be given to Mr. Kaihau, and then the people, when they received their money made those payments.

175. Is Para a member of the Ngatitahinga Tribe ?—Yes, he is the principal man. You will find his name is first on the writ of prohibition, and also on the Privy Council proceedings, I think.

176. This case is still *sub judice* ?—They applied for leave to appeal, and obtained it.

177 Would a member of the legal profession—an European—be justified in making such charges as those which appear to have been made by these Native agents, even if he were a distinguished member of the Bar ?—If the parties arranged with him and made that contract with him I can see nothing objectionable in that. I imagine that much bigger fees are paid in England for eminent counsel.

178. I am speaking of New Zealand ?—I imagine that bigger fees are paid in New Zealand. There was three months' work.

179. You would not think of charging £2,000 for three months' work even if there were disbursements of £300 out of that, and I look upon you as a leading lawyer ?—I do not know what I should charge. It would be very nice to get a big fee like that in so big a case, especially if you were successful.

180. The clause in the agreement provided for the payment to Mr. Kaihau in connection with the sale of the land to the Crown ?—No, sir. That agreement lapsed. It was then only a question of Kaihau getting from the Natives what he could for his services. The clause says that he will get what is a reasonable allowance.

181. Is Mr. Kaihau in the habit of acting as agent between the Natives and the State when the State is buying ?—I have no knowledge of any case whatever.

182. In regard to Moerangi, are you aware that Kaihau is acting between the Native owners of Moerangi and the Native Department ?—I had nothing to do with Moerangi. I know nothing about it.

183. *Mr Allen.*] In regard to the Ngatipares and Ngatitahingas, are they different hapus of the same tribe ?—I could not tell you that. They were two separate tribes before the question of the title arose. The block of land which they occupied was a bigger block than 100,000 acres, and some of them were rebels.

184. I want to know whether those two are like interests ?—No, they are separate interests, and this will give you in a nutshell the whole case. The Crown declared that the land which had been their ancestral land for many generations should belong to them again, specifying the names of the two tribes, the Tainuis and the Tahingas. It did not define the interests at all, and the whole fight since has been to decide whether they have to get their old ancestral interests, or whether, by some technical result of the Act being passed, they have lost their ancestral interests, and should each get an equal area in the block.

185. *Mr Massey.*] Was the land so confiscated ?—The land of the rebels was confiscated, and the interests wiped out.

186. *Mr Allen.*] Was the position this that the Ngatipares were fighting the Tahingas ?—Yes, it was a three-sided duel at the Court in 1906. The Ngatipare and Tahinga sections were fighting the Tainui section. Mr. Bell appeared for Ngatipare, Mr. Earle for Tainui, and myself for Ngatitahinga, and when that was disposed of, and the ancestral right governed, it was then a fight between the Ngatitahinga and Ngatipare as to whether Ngatipare was entitled to be included in Ngatitahinga.

187 You say that this agreement of November included a commission on the sale to the Government, and that that was all abrogated, and included services ?—Yes. I did not say that it included services for the Government.

188. For negotiating the sale to the Government is in the agreement ?—That was for what he was to do.

189. In the way of selling the land to the Government ?—He was to get the title and then sell to the Crown.

190. That was not carried out afterwards ?—No. That agreement was only a tentative one, and it was superseded immediately they brought it in. It is not signed, if you notice.

191. But a subsequent one was ?—Yes.

192. Well, that was not acted upon as far as this agreement between Kaihau and the Natives was concerned ?—The signatures were obtained, but on the Crown repudiating it it lapsed. It lapsed by virtue of its wording.

193. And then you said in answer to Mr. Massey that Kaihau was to get what he could out of the Natives ?—Yes the deed says he was to receive remuneration for services done.

194. Was any sum fixed for services rendered ?—It does not mention any sum.

195. Does it not mention 10 per cent. ?—No, sir. It states, "Should the agent not succeed in securing to the owners the said parcel of land, or in selling the 13,000 acres to the Crown, this agreement shall lapse, without, however, releasing the owners from any reasonable claim the agent may have against them for work already done or hereafter to be done, and for all disbursements made by him in connection with the said lands."

196. Is there a clause in the agreement referring to 10 per cent. of the purchase-money being paid to Kaihau ?—Yes, that is the first one.

197 What is that ?—The first clause is that Kaihau shall act as Native agent for the owners in preparing for trial and conducting their case at the sitting of the Appellate Court, clause 2 states that Kaihau shall negotiate with the Crown for the sale to the Crown of the said 13,000 acres at not less than £2 per acre and clause 3 provides that the agent shall receive for that work 10 per cent. of the purchase-money paid by the Crown.

198. Was that supposed to be a reasonable sum for all his services ?—Yes.

199. You say that Mr. Kaihau received £2,000, so far as you know ?—Yes.

200. That is hearsay evidence, is it not ?—Yes, from some of the tribe and from Kaihau.

201. You further said that the purchase-money paid to the Ngatitahinga Tribe was £16,800 ?—Yes.

202. What is 10 per cent. on £16,800 ?—It is less than Mr. Kaihau's fee. There is £16,800, and then £2,600 for non-sellers whose interests the Crown acquired by virtue of a section in the Act, which would bring it up to £19,000-odd, and then the £400 that was advanced, being £200 for each side.

203. Were those all Kaihau's clients ?—I could not tell you. Mr. Kensington stated that there was £400 on account of advances, and there was £2,600 for non-sellers, and I imagine the bulk of those are my clients. That makes about £20,000.

204. What was the amount of purchase-money paid to Kaihau by the Natives for whom Kaihau acted, do you know ?—I have given you the £16,800, and then the £200 which Mr. Kensington mentioned had been paid as advances. £100 of that I am certain of.

205. Are those Kaihau's ?—Yes.

206. Can you give me the total ?—I cannot tell you what portion of the non-selling Natives, the £2,600, was Kaihau's. It may have been all or it may not.

207. You gave some evidence with regard to advances in connection with land-purchases you said that advances were made sometimes in connection with tentative bargains ?—Yes.

208. Do you know of advances ever being made to the Natives who were adjudged by the Court not to have rights of ownership ?—I do not know The position was that they were all owners in the block.

209. Of the 90,000 acres ?—Yes.

210. What do you mean by owners of the block ?—Of the 90,000 acres.

211. Had the Court adjudged them owners of the 13,000 acres ?—No. One Court and the Commission had, but the last Court had not.

212. But at the last Court were they adjudged owners of the 13,000 acres that we are talking of ? —No.

213. Would it be right, seeing they were not adjudged owners, to make advances to them ?—You take the risk. There was an Act which was passed on the 29th October, 1906, which threw the whole matter open again.

214. And the Court had to consider it again ?—Yes.

215. But at that time they were adjudged by the Court not to be the owners ?—Yes but they were subject to review by the Court.

216. Would it be a common thing for a private individual or anybody else to make advances under such circumstances ?—I should say it would be risky

217 A risk even for the Crown ?—I do not know about the Crown they seem to have bigger powers, and I suppose they could have got some of the block. The first letter that Mr. Kensington read, if I remember aright, referred to a purchase of the block.

Mr. M Myers That was before.

218. *Mr Allen.*] Is the title to this 13,000 acres likely to come before the Privy Council ?—Well, I believe they have obtained leave to appeal, but whether they will make any appeal or not I do not know

219. Supposing the Appeal Court reversed the last judgment of the Appellate Court, which adjudged the Tainuis the owners of the 13,000 acres, what would be the position then ?—You are asking me matters of law now, but the Privy Council would not reverse it. At the most, all that the Privy Council would do would be to send it back to the Court with perhaps some directions as to the course the Appellate Court was to adopt in making its inquiries. Of course, my opinion is worth nothing, but I do not think they have a chance.

220. *Mr Fraser.*] You have said several times that the Government absolutely refused to recognize Mr. Kaihau ?—Yes.

221. What did you mean by that ? Here is a memorandum of agreement which you have detailed in your evidence as between the Native owners and Kaihau, and he was to do certain things and receive certain amounts ?—Yes.

222. And in section 3 he was to receive as remuneration for all past services, and for the conduct of the case of the owners before the Appellate Court, and for negotiating the sale to the Crown, £10 per centum of the purchase-money paid by the Crown, such percentage to be paid by the Crown direct to the agent at the time of completion of the purchase, the remaining 90 per cent. being paid direct to the Native owners in the proportions to which they are entitled. Did I understand you to say that that was the clause which the Crown refused to recognize or have anything to do with Kaihau about ? —The Crown refused to recognize Kaihau as an agent having anything to do with the sale of the land to the Crown. The officers who spoke to me told me that the Crown would negotiate direct with the owners, and would pay the moneys direct to them, and not to any other person whatever.

223. That the Crown declined to pay to Mr. Kaihau the proportion of recompense he was to receive as laid down in this agreement ?—I do not know that. The agreement was not before them. I did not produce it to Mr. Paterson.

224. Had the Crown knowledge of this agreement ?—I do not think they had. I do not think the Crown ever saw the agreement.

225. *Mr M. Myers.*] Pepene sent it to Mr. Carroll ?—No , that was the agreement to purchase. I am sure the Crown never saw it, and knew nothing about it.

226. *Mr Fraser.*] And when you say the Crown refused to recognize Kaihau in the transaction, it was only because they refused to pay him the amount he was to receive and the balance to the owners ?—The only knowledge they had was from my conversation with Mr. Paterson and Mr. Kensington that we were to arrange to sell to the Crown through Mr. Kaihau.

227 Had Mr. Kensington or Mr. Paterson any knowledge of this agreement ?—I should say they had none.

228. You never showed it to them ?—No, I did not , but Mr. Kensington has stated that he had seen the other agreement.

229. *Mr Re'd.*] Mr. Blomfield, you know Mr. Browne, who was Registrar of the Native Land Court in Auckland ?—Yes.

230. Was he ever Native Land Purchaser ?—I do not know He was Registrar and then Judge.

231. But he was not Native Land Purchaser ?—Not as far as I know

232. As long as you have known him he has been Registrar and then Judge, and that dates back for how many years ?—Since he first came to Auckland.

233. I want to know what you base your answer upon. Did he ever offer to purchase on behalf of the Crown this block we are speaking of—the Te Akau ?—I only know from his statement to me.

234. And his statement to you is a contradiction of that ?—Yes.

235. *Mr M Myers.*] You told Mr. Fraser that the Crown did not see the agreement between Kaihau and the Natives as far as you know ?—Yes, as far as I know

236. But you said before, I think, that the Native Minister did see the agreement that was prepared between the Natives and the Native Minister ?—Yes.

237 And that agreement contains precisely the same covenants with regard to the 10 per cent. to be paid to Mr. Kaihau as does the agreement between the Natives and Kaihau ?—Exactly

238. So that the Crown did know of the arrangement that had been made between Kaihau and the Natives that he was to have 10 per cent. ?—Yes, I suppose they did from that agreement.

239. According to you, the agreement lapsed ?—Yes.

240. But is it right to say that, although, according to you, the agreement lapsed, Mr. Kaihau still got not less than 10 per cent. on the value of the shares of the Natives whom he represented ?—Yes.

241. *Right Hon. Sir J G. Ward.*] From the Natives ?—Yes.

242. *Mr. M Myers.*] It was not less than 10 per cent. ?—Yes.

243. As a matter of fact, he appears to have got something more than 10 per cent. ?—Yes.

244. Do you know Pepa Kirkwood ?—Yes.

245. Was he one of the conductors or managers of the Ngatipare case ?—Yes.

246. For that tribe ?—Yes.

247 I suppose he got a portion of the money which you say was paid by the Ngatipare to those who were acting for them ?—Yes.

248. Do you know how much, or not ?—The figures given to me by Pepene——

249. It is only hearsay after all ?—Yes.

250. He got something ?—Yes.

251. He is the husband of one of the Ngatipare who was included in this area ?—She is dead.

252. But she was alive then ?—Yes. I suppose he was the husband according to Native custom.

253. So that he was indirectly interested in the Ngatipare interests ?—Only in getting what he could from them.

254. And how much he got out of the money that was paid we do not know You told Mr. Skerrett before that it was not possible to enter into a definite agreement with the Ngatitahinga prior to the Appellate Court sitting but was it possible to enter into a definite arrangement with them subject to their being awarded this 13,000 acres in dispute ?—Was it legal, do you mean ?

255. Was it possible to enter into a definite agreement with them, whether binding or not it does not matter—an agreement definite as to terms, as to price, and everything else, subject to their being awarded the land ?—Anything is possible. You would have to get the other members of the tribe to agree to that.

Mr. M Myers I ask now in accordance with the arrangement made the other day to call Mr. Griffin, who is only a short witness. He has come down specially in accordance with the direction of the Chairman.

The Chairman : We shall have to deliberate.

Mr. Skerrett : May I suggest that you have now almost the complete facts in connection with Kaihau's matter, so far as the charge is concerned. You have before the Committee admittedly the facts as they appear. Now I recognize that I have no right to curtail the Committee or Mr. Myers if they desire to proceed with the matter. I merely bring this matter under the notice of the Committee to ask them to consider it.

Mr. M Myers I desire to say before the Committee deliberates that I must call other evidence in regard to this charge against Kaihau.

The Chairman To prove what ?

Mr M Myers If you will pardon me, Mr. Chairman, I take the responsibility of saying that there is other evidence which, in my opinion, is essential in order to enable the Committee to come to a proper conclusion. The Committee no doubt will desire to take into their consideration—and it is proper and necessary, if I may respectfully say so, in the public interest that they should—the question of whether or not Mr. Kaihau's connection with this transaction was proper.

Mr Skerrett : This is a speech upon the merits.

Mr M Myers : No, it is not. I am not going to introduce anything with regard to the merits , I am only answering my friend when he says the Committee has all it desires. I tell the Committee that the Committee has not by any means all that I desire to submit to it, and that I think essential that the Committee should ha/e in or er to enable them to determine whether or not Kaihau's connection with this matter was improper.

The Chairman You recognize that the charge we are investigating is " That Henare Kaihau, in or about the year 1906, while a member of Parliament, conducted a sale to the Government of a portion of the Te Akau Block, and received from the vendor a commission or other sum of money " Is the further evidence that you desire to adduce in connection with that charge ?

Mr. M Myers Yes.

The Chairman Or is it in connection with some other issue that may be raised ?

Mr M Myers It is, in my opinion, in connection with the charge, or I would not tender it. Of course my friend may object that some of it may not be relevant, but I respectfully submit that it is, and I do not intend to tender any evidence that I know to be otherwise.

The Chairman It is not contended that the sale is an improper one—that is not the issue you raise ?

Mr M Myers Yes, sir ; but surely the Committee will desire to determine in the public interests as to whether or not it was an improper transaction.

The Chairman Of course it is not raised here, but you raise it in connection with the evidence ?

Mr M. Myers Surely, sir, the Committee may desire to make some recommendations as to altering the Standing Orders or as to amending the legislation, and how can they do that without knowing all the facts ?

Mr Skerrett May I point out to the Committee that, stripped of all the verbiage with which Mr. Myers has addressed the Committee, the evidence which he proposes to call relates to what he calls the impropriety of the transaction between Kaihau and the Natives, presumably because he was a member of Parliament at the time of these transactions. I pointed out to the Committee that they have got all the transactions. They have the fact that he was a member of Parliament, and surely this Committee is able to judge for itself whether the transaction was improper or not. I do not feel myself able to coerce Mr. Myers if he does not agree to this, but the Committee is in a different position in the matter. This Committee is bound by the order of reference—they cannot amend or enlarge it. If they wish to go into matters and make recommendations of a general character outside the particular charges which they have to consider, surely it would be necessary for them to go back to the House and get the order of reference enlarged.

The Chairman The order of reference extends to similar charges, and the Committee decided that no further charges be received after our sitting to-day

Mr M Myers All the evidence I propose to tender is not of the same character. Some of it is most distinctly relevant to this charge. Mr. Blomfield has given certain hearsay evidence, but I wish to tender evidence to show that some of that hearsay evidence is not correct, and that there are circumstances directly in connection with the charge in regard to which Mr. Blomfield is not correctly informed.

The Chairman But so far as the hearsay evidence is concerned, I shall point out to the Committee what the value of it is.

Mr M Myers But may I point this out Mr. Blomfield has said that according to his information Mr. Kaihau's connection with the sale to the Government ceased, and that the Government itself negotiated direct with the Natives. Well, sir, surely it is relevant to show whether or not the Government did negotiate directly with the Natives, or what the real circumstances are.

The Chairman Would you not be contradicting your own witness ? You have called Mr. Kensington and Mr. Blomfield are you going to adduce evidence to show that one of your own witnesses has said what is not correct ?

Mr M Myers No, sir. May I point this out Mr. Kensington did not personally conduct the negotiations, and I wish to call the man who did. Am I not entitled to do that ?

The Chairman Is that Mr. Paterson ?

Mr M. Myers No , Mr. Grace. If the Committee want to close down this inquiry and desire that I shall not call any further evidence, they have only to say so, but I tell the Committee that they will be closing down evidence which, right or wrong, ought to be before the Committee.

The Chairman If you understand, it is the desire of the Committee to ascertain what evidence you intend to adduce with a view of seeing whether we think it is desirable that that evidence should be introduced, or whether we should be satisfied with certain facts which are already specified.

Mr Skerrett I would not object to Mr. Grace being called.

Right Hon. Sir J G. Ward I have already said that I am going to call Mr. Carroll.

The Chairman After what Mr. Myers has said I think we ought to call Mr. Grace.

Mr Massey Certainly

Mr. M Myers I do not wish to take up the Committee's time unnecessarily, and I think I may be trusted not to call a number of witnesses simply for the sake of calling them.

The Chairman You will understand that I do not wish to overburden the case.

Mr M. Myers I am just as desirous of closing the case as the Committee, but I must call evidence that is relevant.

Mr Skerrett My learned friend Mr. Myers has assured us that he does not desire to prolong the inquiry, and I have no doubt he is quite sincere, but I am in doubt, in face of his assurance, whether he is not prolonging the inquiry, and I think the Committee ought to take the matter into their own consideration.

Mr Reed Have we got the names of all the witnesses that Mr. Myers intends to call ?

Mr M. Myers : You have more. I did not know that Mr. Blomfield has these original documents, and I had to summon several witnesses whom I shall not have to call.

Mr. Reed Will you let us know who will be required.

Mr M Myers I cannot tell you that. There will not be many on this charge—very few

The Chairman You ought to know at this stage what witnesses you are going to call.

Mr M Myers I am not going to ask you to summon any more witnesses, sir. What I said was this that I shall not find it necessary to call some of those who have been summoned.

Mr Skerrett Could you not give the names of those you are going to call ?

Mr Reed : There are fifteen witnesses down here now, I understand, in this case.

Right Hon. Sir J G. Ward Are they all in Wellington ?

Mr Reed: I do not know. We have sat here two days and got through two. Could you give us some idea of how many of those fifteen you intend to submit to us?

Mr. M Myers Probably not more than two or three. Well, I am not binding myself definitely, but probably not more than two or three.

Mr. Skerrett What is the use of that statement?

Mr Reed It would make a vast difference to us if we knew that Mr. Myers intended to call only two or three or call the thirteen.

Mr Skerrett I have heard that statement "probably two or three" from counsel before.

Mr M Myers I am not going to be coerced by my learned friend at all. I have answered Mr. Reed's question to the best of my ability, and those witnesses whom I do call will not take very long, as far as I can see. I am not giving anything more definite than that, and I do not think I should be asked to do so.

Mr Skerrett It is not fair for my learned friend to suggest that I have coerced him in the matter at all—I have given him every latitude.

The Chairman We will now deliberate.

Mr M Myers Mr. Griffin is here, sir.

In Committee.

The Chairman Application has been made about going on with the Flaxbourne case and taking Mr. Griffin's evidence to-day

Mr Graham It is not possible to go on with that case to-day—it is 1 o'clock.

Right Hon. Sir J G. Ward: I think the best thing is to go on with the present case, and call Mr. Griffin for Tuesday

Mr. A. M Myers Every witness who has been here has had to come here, and I understand that Mr. Griffin has to get back somewhere else.

Mr Graham I suggest that we should take care how we try to curtail Mr. Myers.

Right Hon. Sir J. G. Ward My notice of motion to rescind the previous resolution needs to be put in regard to the Flaxbourne case.

The Chairman The resolution was, "Resolved on the motion of the Right Hon. Sir J G. Ward, That the Committee take allegation No. 7 next Friday."

Right Hon. Sir J G. Ward I move that the resolution be rescinded.—(Agreed to.)—I also move, "That the Kaihau case be proceeded with."—(Agreed to.)

Mr Massey I was going to renew the suggestion that I made a few days ago to the effect that, instead of the ordinary sitting of the House on Monday we should take the whole day for this Committee. I am quite sure we should get through much more work in that one day than if we sat for six days for a few hours each day

Right Hon. Sir J G. Ward We have a number of the material witnesses here in connection with the Flaxbourne case, so that they can be called in case we finish the Kaihau case. I am in favour of the proposal, but I will consider the matter, and make a statement this afternoon.

The Committee adjourned till next week.

MONDAY, 14TH NOVEMBER, 1910.

The Chairman Is there any correspondence?

The Clerk There is a letter from Mr Myers, dated 11th November, 1910, as follows: "J A. Hanan, Esq, M.P, Chairman of the Member for Stratford Committee, Parliamentary Buildings, Wellington — SIR, Mr Hine's allegations: I have the honour to request that Mr H. Otterson, the Clerk of the House of Representatives, be summoned to produce, and to give evidence regarding, the Journals and records of the House relating to the introduction and passing of section 26 of the Maori Land Claims Adjustment and Laws Amendment Act, 1906, and to the introduction of a similar section in the session of 1905, and to produce also the Journals and records of the House relating to the absence of Mr Henare Kaihau, M.P, from Parliament during the session of 1907 I have also respectfully to request that Mr A. L. Wilson be given notice to produce his bank pass-book for the period of two months from and including the date on which he received the payment received by him from the Government, in connection with the Flaxbourne compensation claim. I would also ask you to kindly notify Keretoke te Ahu to produce to the Committee all receipts or vouchers for moneys paid by him, or by Mohi te Wara, to Mr Henare Kaihau.—I have the honour to be, sir, Your obedient servant, M. MYERS." There is also a telegram from Sir George Clifford, as follows: "Your telegram received this Sunday morning Cannot, therefore, reach Wellington before Tuesday Please notify hour of attendance by message left at Wellington Club.—GEORGE CLIFFORD" There is also a telegram sent to Mr Hemingway stating that it is not necessary for him to come down to give evidence, and a telegram to Sir George Clifford asking him to be here this morning, and notice to produce certain documents. Then there is a notice to Keretoke te Ahu to be present and to produce documents; also a notice to Mr Wilson to be here this morning and to produce documents. Then there is a letter to Mr Paterson, Native Land Purchase Officer, which states, 'This is to request you to appear on Wednesday, the 16th day of November, 1910, at half past 10 o'clock in the forenoon, in the Joint Committee Room, Old Parliament Buildings, Wellington, before the special Committee set up to investigate such allegations, and to produce and show to the said Committee on the hearing of such allegation all papers and vouchers relating to the sale by Hone Waitere and Mahara Waihato of their shares in the Moerangi Block to the Crown."

Right Hon. Sir J G Ward When we come to that, I shall object to that being taken out of its order I do not know whether we are going to sit here for a month. That is what I wanted to know, because I was told that some fresh business was being gone into, in which further witnesses would be required.

Mr M. Myers I shall not want them.

The Chairman: Now, regarding Mr Griffin, that matter was held over

Hon. Mr Millar: He was to be here when required.

Right Hon. Sir J G Ward: I think we ought to go on with the Kaihau case.—(Agreed to.)

WILLIAM HENRY GRACE sworn and examined. (No. 21.)

1. *Mr M Myers.*] You are a licensed Native interpreter?—Yes.

2. And you were at one time Native Land Purchase Officer in the employ of the Government?—Yes.

3. Were you Native Land Purchase Officer during 1906 and 1907?—Yes.

4. And did you have to do with the payments to the Natives of the purchase-money for the Te Akau Block?—Yes, I signed all the cheques.

5. On an imprest account?—Yes.

6. When was your first connection with the purchase or with the payments, Mr Grace—when did you first know anything about the matter?—The paying?

7. When did you first know anything about the matter at all?—To the best of my recollection the first intimation I had that the Government intended to buy Te Akau was in the latter part of 1906.

8. And then did you receive a letter from Mr. Kensington in January, 1907—the letter has been referred to—in which he said that some of the principal Natives had been here and had seen the Native Minister, with the result that the Government had agreed to buy at not less than £2 per acre?—Well, I have not the letter by me, because I have destroyed all my correspondence after three years. I thought it was not necessary for me to keep any of the documents, and I do not know the exact wording of the letter.

9. But you received a letter I am giving you substantially the effect of the letter that was sent to you?—I received a letter The part that impressed me most was that I was not to have any dealings with Henare Kaihau.

10. Then you were present at the Appellate Court?—I was instructed to be present to watch the proceedings at the Appellate Court: that was in February

11 And then, were you present later on, when the Appellate Court delivered its decision?—I heard the decision given

12 Well, after that what was your connection with the matter?—After that, the question that was involved having been decided, the Native Land Court cut out 13,000 acres or thereabouts for sale to the Crown.

13. I am afraid I do not follow you there. What do you mean "for sale to the Crown"? At whose instance did the Native Land Court cut out this land?—At the Maoris' The Maoris appeared at the Court and asked for a certain area to be cut out.

14. Then what happened so far as you were concerned?—Then the owners were found by the Native Land Court, and after that the block had to be surveyed, causing, of course, a little delay, and by the end of May or thereabouts the orders of title had been issued and the block surveyed.

15. And then you went to Ngaruawahia somewhere about the 5th June?—Perhaps a few days before that.

16. Had you had any communications to or from Mr. Kaihau prior to that?—Well, he had asked me when I was going to start this purchase. I received wires from a lot of Natives. I received wires from Pepa Kirkwood and from Para Haimona, and also from Kaihau, to say that they were prepared to go on with the sale, and were hurrying me up I was waiting till the title was right.

17 Then you went up to Ngaruawahia, and you made certain payments, or caused them to be made?—When I got there I wired to Para and Pepa that the best thing they could do was to have all those who were willing to sell at Ngaruawahia, to prevent my having to travel all over the country

18. Now, up to that time that you went to Ngaruawahia, had you had to see any of the Natives or to negotiate with them in regard to the sale?—It was generally understood that they were going to sell for £2 an acre.

19. But did you not negotiate the sale?—I did not fix that price. I think it was the valuer, who considered that that was a fair market price.

20. Well, apart from the letter that Mr Kensington wrote to you in January, did you know anything about how the price was fixed?—No.

21 Or did you know how the sale or the transaction had been negotiated?—No.

22. Then, what had you to do with the transaction? I have brought you now up to the 5th June, or thereabouts. Tell us what you had to do with the transaction?—I arranged with the different parties that they should be there on a certain date—I think it was the 3rd June. They all assembled there, and the first section of Natives that appeared were Pepa Kirkwood's hapus, the hapu called Ngatipare. Para Haimona was in Auckland somewhere, and I remember communicating with him at the Waitemata Hotel.

23 Was he one of the Ngatipare?—No, he was one of the Ngatitahinga.

24. That is one of Kaihau's section?—Yes.

25 Will you go on, please?—And they were late—he and his party were late.

26. But was Mr Kaihau there?—No, not just then

27. The Ngatipare were there first?—Yes, so we then elected to go on with them.

28. And did you pay them at the rate of £2 per acre?—Yes.

29 Did you have to have any conversation with them about the price or the sale at all?—The price was not to be less than £2 per acre, and, of course, we did have some conversation as to whether they were willing to sell for £2 per acre.

30 And then you drew the cheques?—And then he said, I will bring my people."

31 Who said?—Pepa Kirkwood.

32. And you then drew the cheques?—They came in one by one. We had the use of the Courthouse, which has a rail across, and there were a number of Natives always in the Courthouse watching the proceedings, but I would not allow them inside the rail.

33. Now, what was the next section that came on the scene?—Well, after that we began to take the Ngatitahinga section.

34. That is, the Kaihau section?—Yes, Para Haimona's section

35. Was Mr Kaihau there then?—I do not think he was, the first day or two, but he came afterwards. I think we had taken some signatures.

36. But had you paid out any cheques?—Yes.

37 Well, the Natives all turned up?—A good many of them—not all.

38. Had you communicated with Kaihau in the way of telling him when you were to be there?—I could not remember whether I telegraphed to Kaihau, but I know I telegraphed to Para that he should come up.

39 You do not know whether you telegraphed to Kaihau?—I cannot remember

40. But he had telegraphed to you?—Yes, he had telegraphed to me previous to that to hurry up.

41. Well, was Kaihau at Ngaruawahia at any time when you were paying out to his section of the Natives?—Yes, most of the time I was paying out to the Ngatitahinga.

42. Did you have to negotiate with any of those Natives to sell?—No; they seemed to be all willing to sell at the £2 per acre. All I used to ask was, 'Are you going to sell at £2 an acre?' as they came up, and they said 'Yes", and, of course, if they said "No" we should have had to discuss the matter

43 Did any of them say "No' ?—No.

44. Very well, then, when Mr Kaihau came along did you have any conversation with him or did he make any request to you?—Mr Kaihau wanted to sit alongside me when I was making out the cheques, but I said I preferred that he would not. The proceedings, I think, took three or four days or more. I cannot remember now, but the butts of the cheques will show.

45 But did you have any further conversation with Mr Kaihau?—In what way?

46. About the transaction at all?—Well, he told me that he was going to get 10 per cent. from the Natives.

47 Did he say anything more?—He said that there was an agreement between himself and the Native owners that he was to get 10 per cent. for his work, and so on.

48. For what work?—I do not know what he meant. He simply said for his services and expenses.

49. Did he say anything more?—Well, I do not know I am afraid I cannot remember He did say that the Natives required separate cheques—some small cheques.

50 What amount of small cheques?—Some small cheques and some big cheques, but that is a usual thing in the buying of Maori land, because I had no bank there. My bank was at Te Awamutu

51 Was there any further conversation about the 10 per cent.?—No, I do not remember any

52. You did not draw cheques for the 10 per cent.?—No, I was not aware of it.

53. Was there any discussion with anybody or was anything said up there at all with regard to drawing cheques for 10 per cent.?—No. The Maoris would come in and they seemed to know exactly what they had to draw at £2 per acre, because they knew their interest, and I suppose they had calculated the amount, and they came in and said, "I want one cheque for so-much and another cheque for so-much," and in some cases they would want more.

54. But before you actually drew the cheques was there any talk at all about drawing 10-per-cent. cheques between you and anybody?—No. The Maoris came in, and I asked them whether they were going to sell, and they said 'Yes." I said, "At £2 per acre?" and they said 'Yes.' I then said, 'You will have to sign the deed and a voucher," and they said "Yes."

55 You said that Mr Kaihau wanted to sit next to you?—Yes.

56. Was there any discussion as to why he should?—No. He simply said that he had an agreement with the Natives for 10 per cent., and that he would like to sit alongside of me, and I said 'No." He sat outside the first day or two, and then afterwards, as he did not interfere, I allowed him to sit inside the rail.

57 Well, of course, you did not concern yourself with any payments the Natives made to him afterwards—that was not your business?—No, that had nothing to do with me.

58. You drew all the cheques?—I signed them all. Some of them may have been filled in by Mr Paterson and some perhaps by my assistant.

59 Who was that—Tukere?—Yes. The butts of the cheques will show who filled them in, but every one was signed by me.

60 Who was in charge of the work at Ngaruawahia, you or Mr Paterson?—Well, as Land Purchase Officer, I consider I was in charge, but, as it was such a big transaction, and in case any hitch in the dealing with the Natives should occur in regard to the price, and they should demand more than £2, I requested that Mr. Paterson should be present.

61. Do you remember whether you signed the cheques in payment for the whole of the 13,000 acres?—We paid for all the interests that we could procure. There were a few we did not get, and under a clause in the Act of 1905, I think, on the Government acquiring most of the block they could make it Crown land and pay the money in to the Public Trustee.

62 And is that what was done?—Well, I made application to Judge Edgar, and he refused it because, he said, there was an appeal on, and I do not know what took place afterwards.

63. I suppose Mr Paterson can tell us that?—Yes, I suppose so.

64. Well, have you told us all that you can remember of what took place between yourself and Mr Kaihau?—I think I have.

65 Very well; I want to ask you this: if you remember whether the sale to the Crown, or the negotiations for the sale, were mentioned by Mr Kaihau to you or by you to him?—I understood from Mr Kaihau and other Natives that the arrangement had been come to that the 13,000 acres would be sold at not less than £2 per acre.

66. You understood that from Mr Kaihau and other Natives?—Yes, and other Natives.

67 Was there any discussion between yourself and Mr. Kaihau as to the agency by which the negotiations had been conducted?—No.

68. And I think all you said is what you were told by Mr Kensington's letter?—Yes. Mr Kensington in his letter told me that I was to deduct £300 from three Natives.

69 Were you in and about Ngaruawahia after June?—I do not think so. I may have gone down there to get a signature about other blocks when the Court was sitting, but I think I was done with Te Akau then.

70. Did you see anything of Mr Kaihau in the neighbourhood after June?—No, I do not remember

71 *Mr Skerrett.*] Mr Grace, are you personally aware whether prior to the year 1906 an agitation prevailed in the Auckland District to force the Government to acquire the interests in Te Akau?—Oh, yes! there was a great agitation, there were articles appearing very frequently in the *Herald*

72 Then considerable pressure was brought to bear on the Government to acquire the Te Akau Block?—Apparently

73 That referred to the whole of the block?—Yes, the whole block.

74. Now, I do not think you gave us what time it was in 1906?—I think it was about the month of October

75 About the month of October you received intimation from the Land Purchase Department?—Yes, that they would like negotiations to be started for the purchase of Te Akau.

76. A preliminary intimation to you that negotiations were to be started for the purchase of the Te Akau Block?—Yes, and to hold myself in readiness.

77 In case you received further instructions?—Yes.

78 Did that relate to the whole block?—Yes.

79 *The Chairman.*] Have you got the letter?—No. As I told you, it is three years ago since the transaction took place, and, as there was an accumulation of those documents and telegrams in my way in my office, I destroyed them all.

80. *Mr Skerrett*] It was a mere general intimation to you?—Yes, I think so, but whether by telegram or letter I could not remember now

81 To hold yourself in readiness in case negotiations should proceed for the purchase of the Te Akau Block?—Yes.

82 As a matter of fact, you did not, shortly after receipt of that letter, receive any letter to negotiate?—No, complications had arisen as to the title.

83. Now, my learned friend Mr. Myers referred to a letter of January, 1907, from the Land Purchase Department to yourself, in which a phrase was used that the Government had agreed to purchase a portion of the block?—Yes.

84. Now did that letter contain any instructions to you to proceed with the negotiations with the Natives for that part, or any part, of the Te Akau Block?—No, it was a general intimation that the purchase was going to take place, and that thirty Natives, I think, objected to Kaihau, and that I was not to have anything to do with Kaihau in the matter

Mr M Myers I think my friend is wrong in suggesting that the two things are in the same letter.

85. *Mr Skerrett*] It does not matter a bit whether it is the same letter or not. I will put the question in a general sense. In January, 1907, did you receive written or verbal directions to proceed with the negotiations for the purchase of the Te Akau Block, or any part of the Te Akau Block?—Well, to the best of my recollection it was this way——

86 Will you kindly answer the question first? Listen to the question: Did you in January, 1907, receive, either verbally or in writing, any instructions from the Land Purchase Department to proceed with the actual negotiations to purchase the Te Akau Block or any part of it?—I do not think it was that way What I remember was this: that it had been practically arranged and fixed that the Te Akau Block was to be purchased, or part of it—as much as we could get—and that thirty owners—or there may have been one or two less—objected that their sections should be joined in with Kaihau's, and I was not to deal with Kaihau at all.

87 But is it not a fact that the actual instructions you received were not to negotiate for the purchase of the Te Akau Block or any part of it, but to watch the proceedings before the Appellate Court?—Yes, I got those instructions.

88. So your actual instructions were to watch the proceedings before the Native Appellate Court in the interests of the Government?—Yes, I was to go down there.

89 Did you carry out those instructions?—Yes.

90. Did you interfere at all in the intertribal dispute concerning the block before the Native Appellate Court?—No, in no way whatever

91 Was it possible for you, either before the proceedings in the Appellate Court or during the course of the proceedings in the Appellate Court, to negotiate with any of the Native owners for the purchase of their shares in the Te Akau Block?—No, I could not, because the title was topsy-turvy

92. Did you, in point of fact, negotiate for the purchase of any shares in the month of May?—Not until after the title was ascertained.

93. Now, when you did come to negotiate was in the month of May?—About the latter end of May, yes.

94. And you say that at that time you found that it was generally known among the Natives that the Government were willing to purchase their interests at £2 per acre?—Yes.

95. But was there anything morally or otherwise to bind the Natives to sell at that price in the month of May before you commenced to negotiate?—No, I do not think so, but the idea was that they were not to get less than £2 per acre.

96. Now, what is the character of this 13,000 acres?—Well, it is mixed land. Some parts are very good and some parts are poor.

97 How does it compare with the rest of the block?—Well, striking an average, I think £2 an acre would be a fair price.

98. You do not listen to the question. How does it compare in quality with the rest of the block?—Well, the best part of Te Akau as a whole is on this block.

99. And for that reason was it extremely suitable for settlement?—Yes; Mangati, all about there, and the old station.

100. Now, when you went up to negotiate in May you gave intimation to the Natives that those who desired to sell should attend upon you at Ngaruawahia?—Yes.

101 Was the first hapu to arrive the Ngatipare?—Yes.

102. Were they always in the title?—I think they were in the title as to the whole block.

103 Are they the same tribe as the Ngatitahingas?—No.

104. How are their associations and connections?—I think by genealogy they have a right there, but their principal hapu is Ngatipare and Ngatitahinga.

105 Who were they represented by before the Commission?—By Mr Bell.

106. And what Native agent, can you remember?—By Hone Heke.

107 Now, apparently the Ngatitahingas were shy of appearing in answer to your summons to those owners who wished to sell?—Well, they did not come up to time.

108. Well, that is a little unusual with Natives, is it not?—Yes, rather

109 Well, how did you get them there?—I telegraphed several times that I was there waiting.

110. Para is their chief man?—Yes, apparently he was, and also Pomare.

111 Did you in the first place interview Para and Pomare about whether the Natives wished to sell or not?—Pomare was first, and Para arrived a day or two afterwards.

112 Did Pomare or Para make any difficulty about the sale to the Government—did not one or other of them request a larger price than £2 per acre in the first instance?—Para caused a little delay, and, to the best of my recollection, what he wanted was a reserve on the coast for a fishing-station, and a piece of land near the very best part of the block.

113. And Para did make difficulties?—Yes.

114. And he went away without signing?—Yes, I think he was amongst the last to sign.

115. Did you send to the kaingas of the Ngatitahingas to get them in?—No, I did not send for them.

116. Did any one send for them?—I understood that Pomare sent for them. I know that Pomare took a very active part in getting them in. I had to go for one signature to Raglan, and I think that was the only one I had to go for

117 Are you able to say that those payments were made by you scrupulously to the Natives direct?—Yes.

118. And without any room being allowed for the interference of Mr Kaihau or any third person?—Absolutely

119 Did the Ngatipare draw their money in several cheques?—I think so.

120. There is a list here, I think you could ascertain?—It is almost sure to have been a fact. I do not know the names of all those people now

121 You will find the lot in this list [list handed to witness]?—I am not very well acquainted with that tribe. In nearly every instance I seem to have paid two cheques.

122 Whether the cheques were for Ngatipare or Ngatitahinga?—Yes.

123. *Right Hon. Sir J G Ward*] I understand you received a letter not to have any dealings in connection with Te Akau Block with Mr Kaihau?—Yes, that is so, sir

124. Who was that letter from?—From Mr. Kensington, if I remember rightly I think he said that some Natives objected to Kaihau having anything to do with the dealing

125. Did you at any time prior to the acquisition of the Te Akau Block, or during the negotiations that went on, have any dealings at all in connection with this property with Mr. Kaihau?—None at all.

126. How long have you been Land Purchase Commissioner?—For many years. I have been purchasing land for the Government on and off ever since 1885

127 Were you ever during your term of service at any time asked or instructed by the Native Minister or by any other Minister to do anything irregular or improper in connection with your duties as Land Purchase Officer?—No.

128. Were you ever at any time asked or instructed by any officer of the Government service —your superior officer, or any other officer—to do anything irregular or improper in connection with your duties as Land Purchase Officer in connection with Native land purchased?—Never

129 The letters you referred to as having been destroyed—when were they destroyed?—I destroyed them in May last.

130. Was there any reason for destroying them?—No. There was such an accumulation of papers, and I only had a small office. I was not only buying in Te Akau, but in the King-country right into Taupo, and I thought, after all the transactions were over, that the papers were no use to me.

131 The letters you refer to as having been destroyed would not in any way interfere with the records on the file of the Department?—Oh, no!

132 *Hon Mr Millar.*] I should like to ask you about these two cheques: you say it is a common thing in regard to the purchase of Native land?—Quite common. There are sometimes three and sometimes four, according to the wish of the Natives.

133 The object of having a smaller cheque would be to enable them to cash it?—It principally occurs where the cheques are pretty big, and in a country place like Taupo, where there were no banks, the Natives would say, "We should like a small cheque, so that we can cash it for our maintenance or pay for our stores account", and then in other places they take them to the bank.

134. The local storekeeper would probably be the man to cash them?—Yes. I have known some to be cashed at the post-office.

135. There was nothing unusual in this particular case?—No, nothing unusual.

136. *Mr Massey*] You say you were instructed to hold yourself in readiness to negotiate the purchase of the Te Akau land?—Yes.

137 That was about the end of 1906?—About the latter end of 1906.

138. It was in 1907 the Native Appellate Court sat?—Yes, in February

139. At the time you were instructed to hold yourself in readiness to negotiate for the purchase of Te Akau were not the Tainuis in possession of this particular block?—I do not think so. Perhaps members of the Tainui that were connected with the Ngatitahinga by being intermarried may have been living at a place called Te Karaka, but the Tainui proper were living on the Raglan part.

140. Do you remember the decision of the Native Appellate Court?—Well, if I remember rightly, the question was this: whether the land should be held under an award as if the land had been returned to the Maoris—that the land was first confiscated, and then returned to the Maoris—or whether it had come back to be Maori land. Mr Bell argued that the land had become Maori land, and Mr Earl was arguing the other way, and Mr Earl lost his case.

141 You know the history of the block, Mr Grace?—No, I do not know very much about it.

142. You know it was confiscated originally?—It was originally confiscated, and, as I told you, returned to the Natives.

143. Do you know to what particular tribe of Natives this block was given at the time the land was partitioned in 1891, I think?—I do not know I believe the lands that were returned to the Natives were supposed to be returned to loyal Natives.

144. Exactly; but were not some of the Tainuis loyal, and also some of the Ngatitahingas?—Yes.

145. But you are not quite certain of the ownership?—No, I do not know anything about the ownership.

146. Do you remember Mr Browne being in the employ of the Native Department—he was afterwards Judge Browne?—I remember his being President of the Maori Land Board prior to his being Judge.

147 Do you know anything of his visit to Te Akau along with Mr Sheridan?—No.

148. Could you give me the date when Mr Browne was appointed Judge?—No.

149. *Mr. Allen.*] Can you tell us the total amount you paid to the Ngatipares?——

Mr Myers: That is all in a list that has been handed in.

Right Hon. Sir J G Ward Six thousand eight hundred pounds.

150. *Mr Allen.*] But there was some little doubt about it. We had it in evidence that £16,800 was paid to the Ngatitahingas do you know how much was paid to Ngatitahinga?—No, I have no papers here. I only knew there were so-many thousand acres and so-many thousand pounds. I never went into the question of how much each hapu got.

151 Would you clear up for me the difference between the Ngatipares and the Ngatitahingas—you say they are all the same tribe?—There are hapus named Ngatitahinga and Ngatipare, but some of the Ngatipare and Ngatitahinga have intermarried.

152 Are they separate tribes?—Separate hapus.

153 Not separate tribes?—I do not think so.

154. And were they likely to be interested in the case against the Tainuis?—The Ngatipares were also Tainuis, whereas the Ngatitahingas were not, to the best of my knowledge.

155. They were all Ngatitahingas?—No. The Ngatitahingas were separate, and the Ngatipare and Tainuis were mixed.

156. And those two were alike interested in the case against the Tainuis for this bit of land?—The Ngatipare joined the Ngatitahinga side.

157 And they were alike interested in the case against the Tainuis?—Yes.

158. Do you remember any verbal instructions you got from Mr Kensington in 1906? I think we have it in evidence that you were verbally instructed by Mr Kensington that the Government were willing to buy?—Yes.

159. Can you remember the date of that?—No; I expect that would be on my visit to Wellington.

160. What date?—I could not tell you. Of course I visited Wellington several times on my business.

161 Then, some time in 1906, I have it in my notes, you got instructions from Mr Kensington about this Te Akau Block—before the letter of January, 1907?—Yes. If I remember rightly, I came down to Wellington in 1906, and would discuss land-purchase. Of course, I had a very large district. I had the district extending all over the King-country right into Taupo and into Rotorua.

162 Do you remember any other verbal instruction in 1906 from Mr Kensington about Te Akau?—Yes, I have this recollection: that we did talk about the purchase of Te Akau, because there was such a fuss being made about it.

163. Is the title definitely settled now, do you know?—Well, I heard that the Tainui section has a right of appeal—the privilege of appealing—I do not know whether it is true or not—an appeal to the Privy Council.

164. Have you any idea what the Privy Council could do?—Well, that is a point of law.

165. *The Chairman.*] Yes, that is a point of law. You do not know, Mr Grace?—No.

Mr Allen I think we had evidence that the Privy Council could not upset an arrangement that has been made is that so?

The Chairman That is not a question for this witness.

Witness: I would rather not answer that.

The Chairman In any case the witness would not know

166. *Mr Myers.*] Have you any knowledge of the services rendered by Mr Kaihau which would justify his receiving 10 per cent.—such as work in connection with the Court, and so forth?—I consider he did a lot of work. It is a terrible thing to organize a lot of Maoris, and to narrow down their cases before the Native Land Court, and to make the issues few

167 You know, then, that he did render services?—Well, he fought very hard for his people; I know that much. He fought very hard in the Appellate Court. I do not know what he did outside, but I saw him in the Appellate Court fighting hard day after day

168. Can you say, with your knowledge of the circumstances of the work done by Mr. Kaihau, that the charge was excessive or out of reason?—Well, it all depends upon for how many years the thing has been going on I have always found that Native agents got better paid than lawyers, because they have such a lot of intricate work to do.

169 I see. And you do not know for how many years Mr Kaihau was at work?—No; but I know this Te Akau question, and the matter of fighting for his people was going on for many years.

170. And you know that Mr Kaihau has been connected with that?—I believe so.

171 *The Chairman.*] Has anything come under your knowledge to lead you to believe that Mr Kaihau conducted the sale of this block for the Government?—I have not the slightest knowledge of that.

172. No knowledge?—No knowledge whatever

173. *Mr Myers*] You say that Mr Kaihau did a lot of work?—Yes.

174. Do you know if he did any legislative work as well?—No.

175. Then, do you know what work he was doing at the time you were paying out? What was he doing at Ngāruawāhia?—He was in attendance. I do not know what he was doing outside, but he came inside when we were taking the signatures.

176. Do you know what particular business he did?—That was the only business I know of that was going on at that time.

177. You say there was no room for him to interfere in the payments: I understand that to mean as between you and the Natives?—No, there was no interference.

178. As between you and the Natives?—Yes.

179. But he could, of course, arrange with the Natives apart from you?—He may have done so outside, but I never saw a cheque, whilst in the room, pass from the Natives to Mr. Kaihau.

THOMAS WILLIAM FISHER sworn and examined. (No. 22.)

1 *Mr M. Myers*] You are the Under-Secretary for the Native Department?—Yes.

2. I think you have the minute-book of the proceedings of the Appellate Court in connection with the Te Akau cases?—Yes. [Minute-book No. 9 produced, and handed to Mr Skerrett for examination.]

3. I will read out to you what I find in this book. On page 178 it is stated by Mr Heke and noted by the Judge, "The trouble is that Mr Kaihau is to get a commission of 10 per cent. on all lands sold, so that it is to his interest for the Court to set apart for his clients as much of the block as possible."

Mr Allen: What is the date of that?

Mr M Myers The 11th March, 1907

4. *Mr M Myers* (to witness).] Then, on the same page Mr. Kaihau says in the same way, "If my clients are prepared to give me 10 per cent. or 20 per cent., that is our affair I will accept all that they will give me." Very well. Now, Mr. Fisher, you have the Native files under your control?—Yes.

5. I think some of them have only just come to hand?—Yes.

6. You are speaking of the Native Land Purchase files?—I have had in the past no control of the Native Land Purchase files.

7 You have the Native Land Court files?—Yes.

8. Have you those which have just come to hand?—Yes; they came to hand this morning.

9. Where have they been during the morning?—I was over in Mr. Gordon's room going through them.

10. With anybody?—Mr Gordon and myself Nobody has seen these but myself, Mr. Gordon, and the Minister

11 You were going through them with the Minister?—No, I simply showed the books to the Minister I have a list of those I showed the Minister

12. And what files or books have you now?—These are all—this file and minute-book, being the Appellate Court minute-book, which has come down from the Registrar, Auckland District.

13. You had that before to-day?—No. This came in this morning.

14. That is not the one I had just now?—No.

15. Is this the only file you have?—Yes.

16. This is the one you were good enough to show me the other day?—No; that is the one we have been waiting for

17 The one you had the other day contained no information with regard to the purchase, or anything?—No, nothing at all. And this does not help us any further; it is similar to the others.

18. Well, we have been told—or, rather, it has been said by Mr Kensington in giving evidence—that there were certain communications to the Minister with regard to the Te Akau purchase. Would they be in your possession?—No, they did not come to me.

19. Where do they go to?—That would be a matter between the Minister and Mr Kensington. I had nothing to do with this land-purchase at all.

20. Supposing any instruction was given, we will say, to the Native Land Court to adjourn the hearing of the Te Akau applications, through whom would that instruction go?—From the Chief Judge of the Native Land Court.

21 And who would give the instructions?—I could not say.

22 They would not be given by you?—No.

23. By the Minister?—He might want an adjournment, or any one might, and so would place reasons before the Chief Judge, who would take steps.

24. Supposing such a thing as this happened— But first of all, you know, do you, that prior to the passing of the 1906 Land Act in October of that year the title to this 13,000 acres, Te Akau, stood in the name of the Tainuis to a very large extent?—I could not give any information about the Te Akau Block. I was not in the Native Office until later.

25. When did you take up the position of Under-Secretary?—In April, 1907

26. Now, you have asked the Chief Judge to send you all the files?—Yes.

27 Have you been able to find in the files any instructions emanating from Wellington at all to the Native Land Court to adjourn the sittings at which any application by the Tainuis was to be heard?—No, I have not.

28. You can find nothing of the kind?—No, I could find nothing

29. Mr Fisher, you know a good deal of the way in which records are kept in your Department, do you not?—I have had some experience.

30. Now, have we seen all the records that of necessity exist in connection with this matter?—As far as I know, you have.

31 That is, as far as Native-land procedure is concerned?—Yes.

32. Is there any file of communications to the Native Land Court Judges in connection with Te Akau?—Nothing in my Department at all.

33. This is the only file you have?—That is the file that came in this morning. That is all except what you have already seen.

34. This does not refer to the 13,000 acres. It is outside Te Akau?—That is the only file outstanding that we had not seen.

35 Is it correct that you have no file dealing with Te Akau—that is, this 13,000 acres?—That is the file. [File produced.]

36. You are quite right in saying there is nothing there. There is certainly nothing there?—No.

37 May I see the book?—Yes. [Book handed to counsel.]

38 That is only the Appellate Court minute-book?—Yes.

39. Have you the minute-book of the Native Land Court, 1906, in connection with Te Akau?—No.

40. Would that book show any instructions for adjournment?—The Native Land Court book, 1906, would probably show any reason for adjournment.

41 Supposing there were any instructions for adjournment, would that book show it?—Judge Edgar dealt with partitions. This minute-book is all Appellate Court.

42. Would or would not the Native Land Court book show us?—The Native Land Court book would show who asked for the adjournment.

43. Where is the Native Land Court book?—It would be under the control of the Registrar, or one of the Judges might be using it. It would be in the Auckland District somewhere.

44. Could you have it telegraphed for?—Yes, the same as this.

45. Will you?—Yes.

Mr Skerrett I have no objection to the actual book being produced, but what has this to do with the charge? It is obvious what my learned friend Mr Myers is suggesting Mr Myers is suggesting that there were some letters written by the Minister to the Judges directing them as to the course they were to adopt with respect to this block. Apparently he cannot find any trace of that in all the files which have been shown him, and now he desires at this late stage of the inquiry to have the minute-books sent from Auckland. I pointed out that this is utterly irrelevant to any charge against Mr Kaihau. That is the charge into which we are inquiring

Mr M Myers If my friend means that instructions were sent in writing to the Judges of the Appellate Court, I have made no such suggestion, but I do suggest, and shall show, that some instructions were sent to the Native Land Court prior to the passing of the 1906 Act.

The Chairman: By whom?

Mr M Myers: That is what I want to find out.

Right Hon. Sir J G Ward You do not suggest that Mr Kaihau sent them?

Mr M Myers I want to find out by whom they were sent.

The Chairman With what object?

Mr Skerrett I think I had better withdraw the objection. My honourable friend had better produce everything he chooses.

Mr M Myers If I can obtain it, I will.

Mr Skerrett You will find nothing in it.

Mr M Myers How does my friend know? Has my friend had access to the Government documents?

Mr Skerrett: How could I, when my honourable friend knows they are in Auckland?

The Chairman What is the object of procuring this evidence? Is it relative to the charge?

Mr M. Myers: I think it is. As I said the other day, anything is relative to the charge which shows the propriety or impropriety of Mr Kaihau's action

Right Hon. Sir J G Ward Would you ask Mr Myers if he has been making an implied charge against anybody else. Because, if so—and it looks like it—it is a matter of ordinary fairness that whoever is referred to should have been told at the start of this, so that he might have been prepared to meet any charge.

The Chairman Is this evidence you desire to get to be procured with a view of throwing light upon Mr Kaihau's conduct? The charge against Mr Kaihau is of conducting a sale. Is the evidence to be got with a view of proving the receipt from the vendors of a sum of money?

Mr M Myers: I think it is irrelevant.

Mr Reed: I think, sir, that your question ought to be answered.

Right Hon. Sir J G Ward Judging from the examination throughout these investigations —and I do not want to be in any way unfair—I must say that one cannot but be impressed with the belief that an attempt is being made to lead evidence upon an implied charge against somebody who has not been named. And that may towards the end of the inquiry turn out to be the case. What would the position of the Committee be if somebody else is to be charged after all the investigation into these specific cases? What will be the position if, after all the evidence is exhausted, there turns out to be an implied charge?

The Chairman: Any evidence on that would not be relevant. Any evidence relating to what some other person did, or what some other person omitted doing which ought to have been done, is not relative to the charge against Mr Kaihau

Right Hon Sir J G Ward There is one thing perfectly certain, and that is that the evidence that is being elicited is not intended to be against Mr Kaihau, but against some other unnamed person

Mr M Myers It is all part of the whole connected with this transaction.

Mr Skerrett I should like to say that, so far as I am here representing Mr Kaihau, I, on his behalf, withdraw any objection to the minute-book. I have objected over and over again to the attitude assumed by Mr. Myers before the Committee. He has been allowed to fish in the most extraordinary way, and in the course of his fishing to make every kind of insinuation Now, I want Mr Myers not to be able to say he has been prevented from going on a further fishing-expedition, and will wait with interest to see what the result of so much labour accomplishes.

Mr M Myers. I want to say that I am quite indifferent whether my friend makes his objection or withdraws it; but I would remark that no man, whatever his position or patent may be, is justified in being discourteous and rude to another

The Chairman I hope this bickering will cease. I want to know for the Committee's information what you required the minute-books to be produced for Supposing they were here, what will they prove? What do you wish to prove from them, or to suggest you could prove from the minute-books? We want to give you every opportunity to prove any matter that is relevant.

Mr M Myers The point is this: Did Mr Kaihau conduct the sale? An endeavour has been made to show that he did not. I say that Mr Kensington's letter alone shows that he did, and I want to show the character of the negotiations and the transaction.

The Chairman What did you think or suggest the minute-books would prove?

Mr M Myers I asked that I should be allowed to see them, and if it turns out nothing one way or the other, I am satisfied.

The Chairman: To establish what point of your case?

Mr M Myers It may be they will establish the character of Mr Kaihau's connection with the transaction from the very first. What I say is this: that if it turns out that the Judge was instructed not to go on with the applications in view of the meeting of the Tainui Tribe, he was instructed by somebody, and if Mr Kaihau had the matter in hand at this time I want to follow it up and see the connection. Is not that relevant?

The Chairman: I do not know if any one will raise an objection when the books are produced. Mr Skerrett has withdrawn his objection, and there is no objection raised by the Committee. Does Mr Skerrett wish to examine the witness?

46. *Mr Skerrett*] Yes. Mr Fisher, it is a little curious, and perhaps you cannot enlighten me on the point, but can you imagine how any information was obtained by counsel in support of these charges as to what went on between yourself and the Minister in the Minister's room. Can you enlighten me at all?—This morning? No, I cannot say

47 I need hardly say you made no communication about the matter?—No.

48. It appears quite clearly, does it not, from the minute-book of the Native Appellate Court that it was well known that Mr Kaihau was to receive a commission of 10 per cent. on the pur-

chase-price on any amount awarded by the Court to his clients for the land which was acquired by the Government?—That was the statement made by the conductors and known to the Appellate Court. It was stated in the Court.

49. *Right Hon. Sir J G Ward.*] How long, Mr Fisher, have you been Under-Secretary for Native Affairs?—Since the 1st of April, 1907

50. Have you at any time had in your possession, or ever received, any instructions or requests from the Native Minister, or from any other Minister, to do any irregular or improper thing in connection with your duties?—No.

51 Have you ever received any request or instructions from the head of any other Department to do any irregular or improper thing?—No.

Right Hon. Sir J G. Ward That is all I wish to ask.

ROBERT AIMERS PATERSON, Chief Accountant of the Lands Department, and Native Land Purchase Officer, sworn and examined. (No. 23.)

1 *Mr M Myers.*] We have heard that you were associated with Mr Grace in making payments to the vendors of the Te Akau Block?—Yes.

2. Do your books show, Mr Paterson, what was purchased?—Yes.

3. Would you mind saying what was purchased?—13,494 acres.

4. Was any payment made to the Public Trustee's office?—No payment.

5. You have prepared for Mr Kensington a list of payments that were made?—Yes.

6. Is that complete?—Yes.

7 Did you pay £2 per acre for the whole block?—Yes.

8. Then, 13,494 acres at £2 per acre would be £26,988?—Yes.

9 I have had the payments shown on the list made by you added up, and they amount to £23,976 6s. 11d.: can you account for the difference by entries in your books or otherwise?—Yes.

10. The difference is about £3,011 14s. 6d. I wish you would account for it?—There were two names of deceased people in the block who were treated as non-sellers.

11 Will you give me their names and the payments made?—One was a man named Karu Monehu, and the payment £189 4s. 8d.; and another one was Karaka Maketu, and the payment £189 4s. 8d. These moneys were paid to the Receiver-General in terms of the Maori Lands Settlement Act. In addition there was a reserve of 400 acres which was agreed to be returned to certain of the Native people. As far as that portion of their interest is concerned, it was treated in the same way

12 That amounts to £801 7s. 9d.?—Yes.

13. That would not be paid for at all?—The money was paid to the Receiver-General in the same way as the others.

14. Are they of the Ngatitahinga to whom the land is to be returned?—I do not think so. They all belong to the first section of the Ngatipare. Then there were some minors whom, by arrangement with the trustees, we treated as non-sellers, and paid their interest to the Receiver-General. I will give the amounts individually, indicating the names by numbers: No. 20, £378 9s. 4d.; No. 21, £378 9s. 4d.; No. 51, £264 18s. 6d.; No. 55, £264 18s. 6d. There was one person whom we could not find at the time—No. 48, £145 1s. 9d.

15. Is that the lot?—There was a sum of £200 which had been advanced to Tuaiwa Ngatipare, £100 to Eruera Hetaraka, and £100 to Para Haimona. That will complete the total.

16. *Right Hon. Sir J G Ward.*] I make that total £3,011 14s. 6d.?—The books will show how the total amount was disbursed.

17 *Mr M Myers.*] You know we have heard of some payments that were made. I want to name three people to you, and to ask you whether any payments were made to any of them. Mr Kaihau?—No payments.

18. Were any payments made about that time to Pepa Kirkwood?—No.

19 Were no payments made to Pepa Kirkwood in connection with Te Akau Block?—He was paid £20 for services rendered some months afterwards.

20. Were any payments made to Para Haimona?—None.

21 Was one of the persons who received an advance his wife?—But she was not his wife at that time; she was not married to him at that time.

22. *Mr Skerrett.*] I understand that all payments made by your Department in respect to the purchase-price of lands are checked by Audit?—Yes, every payment has to be checked by Audit.

23 Would it be possible for a sum of £3,000 or any other sum to be paid to Mr Kaihau without being checked by Audit in the usual way?—Certainly not.

24. You have told us you went up to superintend, with Mr Grace, the payment of the purchase-money of this particular block of the Te Akau Block?—Yes, that is so.

25. We have been told by Mr Grace that the first Natives who appeared were the Ngatipare?—That is so.

26. Will you just continue the story from that stage?—After the Ngatipare people had been settled with, Eruera Hetaraka and one or two other of the Ngatitahinga people came along and completed their part. There was a pause for a day or two—nothing going on, nobody about. I talked the matter over with Mr Grace, and suggested we should see Para Haimona, who was present. He was the chief man of the Ngatitahinga. Mr Grace rather demurred at first, he thought it was inadvisable to at once approach Para Haimona. However, I said we must do something—we could not stand idle, and Mr Grace went to the hotel Para Haimona was staying at, and saw him. What was said there I do not know, but Para Haimona very shortly afterwards came out with Mr Grace and we went to the Courthouse with him, where the whole matter of selling was discussed. He wanted certain things done which I would not agree to. I then asked him if

any other of his people were coming in, because if they were not coming into Ngaruawahia I should like to know where they lived, and we would go out to the settlements and see them themselves. He did not at all like being spoken to, and he cleared out of the Courthouse. Apparently, however, he did send to the people to come in, and he went away that night to the races in Auckland. On the following afternoon, or two days afterwards, some of the people did arrive, and while at the post-office on the Saturday morning following I got into conversation with the principal ones, and after some considerable conversation in connection with the proposed sale they decided they would sell their shares. They, however, suggested that I might leave the matter until Para Haimona came back from town. I further argued the matter with them, and then they decided they would commence to sell that afternoon. I then went and told Mr Grace, and he was satisfied with what I had done.

27. And we were told by him that Para's people signed first, and that Para was one of the last to sign?—He was the second or third last to sign.

28. Was there anything to bind the Natives to sell their interests to the Government until they signed the deed and received the cheques in the Courthouse at Ngaruawahia?—Only in the case of one person of the Ngatipare.

29. Mr Grace has told us that the cheques were paid direct to each Native owner, and that no interference was allowed between any Native owner and Henry Kaihau or any other person?—That is so. Each person received a cheque in full for his purchase-money, and signed a receipt, and was done with.

30. *Right Hon. Sir J G Ward.*] Was any sum at any time paid by the Government to Mr Kaihau in connection with the Te Akau Block?—None whatever

31 Was any sum of any kind paid to any one in connection with the block other than to the Native owners, exclusive of the amounts paid to the Receiver-General and the two advances to two Natives?—Only in the case of Pepa Kirkwood, for services rendered.

32. But that £20 was not included in the cost of the purchase of the land—in the £26,988?—No.

33 Was that total of £26,988 that you have given us the actual amount paid?—Yes, the actual amount of purchase-money paid.

34. Did you call upon Mr. Blomfield, solicitor for Kaihau and others, in Auckland?—No.

35. Did you see him anywhere?—I saw him at Ngaruawahia, at the sitting of the Appellate Court in February previous to the sale.

36. Had you any conversation with him regarding Mr Kaihau?—Yes. He asked if we were aware that Mr Kaihau was to be paid a commission by these people. I said I had seen a document to that effect, but that we would not give effect to any such arrangement. I said the Native owners must be paid the purchase-money in full.

37 You told the solicitor to Mr Kaihau that no payment of any kind could be recognized by you so far as Mr. Kaihau was concerned?—Yes, I explained that explicitly to him.

38. Were you instructed or requested by Mr Kensington, or the Native Minister, or by anybody else, to do anything irregular so far as the purchase of the Te Akau Block was concerned?—Nothing whatever

39. *Mr. Allen.*] I should like to ask how the advances you referred to were made: were they made by you?—No; they were all paid out of Mr. Kensington's imprest account. They would be prepared by me and paid by him. I did not keep any imprest account at that time.

40. Have you got the dates of them?—I do not know the actual date, but they were made in October or in the beginning of November, 1906.

41 Will you give me the names of these persons?—Para Haimona, Eruera Hetaraka of the Ngatitahinga, and Tuaiwa Ngatipare, who got £100 in November, 1906, and £100 at the end of February or the beginning of March, 1907 She was Ngatipare.

42. We were told that these advances were made for legal expenses: do you know that?—I do not know that. The second advance to the Ngatipare was to help to defray legal expenses.

43. What law case was going on, that they had to be paid this advance for legal expenses?—The Appellate Court had been sitting at Ngaruawahia, and the Ngatipare were represented by Mr H D Bell, and they had an arrangement with him that they had to pay him a certain amount of his fee while he was on the case, and they desired to get this advance against their interest.

44. Do you know whether they had any interest at the time?—The Ngatipare woman had an interest whichever way the case went.

45 Had the others an interest in both?—No.

46 What interest had they at the time?—No interest in that particular part of the block.

47 No interest in the land at all?—Not in the land in dispute; they were the appellants.

48. Were any advances made to those defending the titles?—We never had any application for any Advances are only made to sellers.

49 *Hon. Mr Millar*] In regard to these advances: These people to whom the advances were made had an interest in the whole block?—Yes.

50 Though perhaps not an interest in that particular section of the block?—That is so.

51 So you were perfectly safe in making these advances?—Yes.

52. *Right Hon. Sir J G Ward.*] Have you got the blocks of the cheques paid?—Yes.

53. Have you them here?—Yes, all except for the advances.

54. Does that document you produce contain the blocks of the cheques?—Yes.

55. And are all the cheques referred to by you as having been paid to the Native owners direct represented by the blocks in that cheque-book?—Yes.

56. I want you to put them in?—Very well. [Put in, marked H 1]

57. *The Chairman.*] Are any other private concerns mentioned in this cheque-book besides the parties to whom cheques were paid for this block?—Yes.

Right Hon. Sir J G Ward Then I will ask the witness to put in a list of the payments that were made in connection with this block as they appear in the butts of that cheque-book. I think there have been enough insinuations made about this transaction to warrant them being printed.

Witness I will undertake to supply the butts of the cheques for printing [Exhibit H 1]

58. *Mr M Myers.*] You say you made no payments to Mr Kaihau at Ngaruawahia did you know when you were at Ngaruawahia what is now common ground, that he was receiving substantial sums of money from the Natives?—I heard the Natives had been paying him money

59 But that did not concern you?—No.

HENRY OTTERSON sworn and examined. (No. 24.)

1 *Mr Myers*] You are Clerk of the House of Representatives?—Yes.

2. In 1906 a Maori Land Claims Adjustment and Laws Amendment Bill was passed?—Yes.

3. That was passed, I think, on the 29th October of that year?—It was passed at the end of the session. That was the day it was assented to.

4. That Act contains a section—26—authorizing the Appellate Court and directing the Appellate Court to review the report of the Royal Commission and the decisions of the Chief Judge in connection with the Te Akau Block?—Yes.

5. Now, that section was included after consideration by the Native Affairs Committee, was it not?—Yes, after consideration and amendment.

6 And it was introduced in that year by the Government pursuant to a recommendation of the Native Affairs Committee?—No. It was introduced by the Minister that year in one form, and the Committee amended it.

7 I just want you to turn back to 1905, and I want to ask you whether a similar section to section 26 was introduced in that year, and, if so, by whom?—A similar section, which was afterwards amended in 1906, was introduced on the motion of Mr Kaihau on the 30th October, 1905

8. We might as well take the clause as he introduced it then, if you do not mind reading it?—This is from the Journals of the House of Representatives, page 434: "The Appellate Court is hereby authorized and directed to review the report of the Royal Commission in connection with disputes affecting the title to the Te Akau Block (Parliamentary Paper G.-1, 1904) and the subsequent decisions of the Chief Judge, under the provisions of section 14 of the Maori Land Claims Adjustment and Laws Amendment Act, 1904, thereon." That remains in the clause as it passed the House next year, but the remainder was altered. The rest of the clause, as introduced in 1905, read, "and also to investigate and determine the claims according to Maori custom of the Maoris to the said land, and the interest of the hapus, and each individual to the said land, and also to vary and amend the boundary-line between Te Akau No. 2 and Te Akau No. 2B, also the boundary between Te Akau No. 3B and Te Akau No. 3A, and to make such orders as it considers necessary to effect a final and equitable settlement of the matters in dispute."

9. That was not passed that year?—It was agreed to by our House that year on a division.

10. But did it become law that session?—It went to the Council in the form that I have read, and the whole Bill was dropped by the Legislative Council. It reached them on the last day of the session, and their Native Affairs Committee decided they had not time to consider it, and they dropped the whole Bill, this clause included.

11. By the way, was Mr Kaihau in 1907 in Wellington attending the sittings of Parliament?—He was away for a portion of the time, but he arrived here in September Unfortunately, our attendance-book for 1907 was burnt.

12. You have some record, I think, of the leave of absence granted to him?—Yes. He was away at the beginning of the session. The House met on the 29th June, and on the 10th July, on motion of Mr Kidd, it was ordered that a fortnight's leave of absence be granted to Mr Kaihau on account of urgent private business. Then, on the 12th November, some time after Mr Kaihau had arrived, Mr Carroll moved for leave of absence, and the motion was carried, "That leave of absence from the 27th June until the 1st day of September be granted to Mr Kaihau, on account of illness." The Hon. Mr Carroll gave his reasons in Hansard. That concluded the other leave of absence, granted on the 10th July

13. *Mr Skerrett.*] Have you anything to tell you whether the clause in the Act of 1905 was the result of any recommendation by the Native Affairs Committee?—It was not embodied in the report of the Native Affairs Committee as printed.

14. The original clause?—No, it was not recommended by the Native Affairs Committee in 1905. It was put in the Bill by the House after the Bill came back from the Native Affairs Committee.

15. Can you say whether the clause in the Bill of 1906 ever came before the Native Affairs Committee?—Yes, it did.

16. And was passed and recommended by them?—It was amended by them.

17 And was passed in an amended form by them?—Yes.

18. In the ordinary course the Bill of 1906 would be considered by the Native Affairs Committee of the Legislative Council before they passed the Bill?—Yes.

19. *Right Hon. Sir J G. Ward.*] The clause you have read out in reply to a question by Mr Myers was moved in 1905. Will you look at this page in the Journals, and tell me if I am right in stating that the following are the names of those who voted for the second reading of the clause: namely Aitken, Allen, J., Baume, Bedford, Bollard, Buchanan, Duthie, Fisher, Fowlds, Harding Hawkins, Heke, Kidd, Kirkbride, Lang Lewis, Massey Moss, Pere, Reid, Rhodes, Symes, Tanner, Thomson, J.W, Vile. Tellers Herries, Kaihau?—That is correct.

20. And am I right in stating that these members voted against the clause namely, Arnold, Bennet, Buddo, Carroll, Hon. J , Duncan, Hon. T Y , Ell, Flatman, Hall, Hall-Jones, Hon. W , Hanan, Hogg, Laurenson, Major, McGowan, Hon. J , Mills, Hon. C. H., Parata, Smith, Steward, Hon. Sir W J., Ward, Hon. Sir J G , Willis, Witty, Wood. Tellers Davey, McKenzie, R.?—That is correct.

21 And the clause was carried in the affirmative by 27 votes to 24 votes?—Yes.

22. *Hon. Mr Millar*] Do you know whether the clause we are now discussing was in the Bill in 1906 when it was introduced?—The clause in the Bill introduced by the Hon. Mr Carroll was an exact copy of the clause put in by Mr Kaihau in the former session.

23. So it was in the Bill introduced by Mr Carroll in the following year?—Yes.

24. *Mr Allen.*] Was that clause amended by the Native Affairs Committee?—The reprint of the Bill as reported from the Native Affairs Committee shows that it was amended by the latter part of it being struck out and another paragraph substituted.

25. Will you please read the paragraph that was struck out?—There are six lines remaining of the old clause, and the words struck out are, "and also to investigate and determine the claims according to Maori custom of the Maoris to the said land, and the interests of the hapus and each individual to the said land, and also to vary and amend the boundary-line between Te Akau No. 2 and Te Akau No. 2B, and also the boundary between Te Akau No. 3B and Te Akau No. 3A, and to make such orders as it considers necessary to effect a final and equitable settlement of the matters in dispute." In place of those words, these were substituted by the Native Affairs Committee: "in as far as questions in dispute between the Native owners as to tribal or hapu boundaries are concerned, and to confirm or, if necessary, amend in accordance with the equities of the case any order heretofore made by the Court, the Appellate Court, or the Chief Judge." That is the clause as it stands in the statute of 1906.

26. *Hon. Mr Millar*] That is wider than the original clause?—I have not gone into it, but I should think it did widen it.

27 *Mr Allen.*] I should like to know whether the clause dealing with the Te Akau Block is one of the last three clauses in the Bill of 1905 as passed by the House of Representatives?—It was the last but one as the Bill went to the Legislative Council.

28. Have you got a copy of *Hansard*, Volume 136?—No, I have only Volume 142, on another subject.

29. I have it here, and I should like you to read this passage from the speech of the Hon. Mr Carroll, which deals with the last three clauses of the Bill, on page 294 of Volume 137, of 1906.

Right Hon. Sir J G Ward The whole speech should be read, not an extract.

30. *Mr Allen.*] I ask Mr Otterson to read the portion of the speech I have indicated?—It reads as follows: "The last three clauses in this Bill were not put in by the Native Affairs Committee—in fact, that Committee rejected them; but they were afterwards introduced in the House and carried by the House. I opposed them strongly, but found myself in the minority. Honourable members here, including, I suppose, some who spoke to-night, voted against me on that occasion."

31. Whose speech is that?—Mr. Carroll's.

32 He was referring to what?—The Maori Land Claims Adjustment and Laws Amendment Bill.

33. Of 1905?—He was referring then to the Bill of 1905.

Right Hon. Sir J G Ward (to Mr Allen): I should like to know whom you are trying to get at—Mr Carroll or Mr Kaihau?

Mr Allen I am not trying to get at anybody I want to know if he opposed the clause in 1905.

Right Hon. Sir J G Ward I want Mr Otterson to read the whole speech from beginning to end. Personally I object most absolutely to a selection of a few lines of a speech that Mr. Carroll has delivered, and putting them on record, in connection with any matter, in a way that may convey a grossly misleading impression. Mr Carroll appears to have done the right thing on that occasion.

The Chairman Will you put in a copy of Mr Carroll's speech on that occasion?

Witness Yes. It reads as follows:—

"The Hon. Mr CARROLL (Native Minister).—First of all, let me say that I was sorry the last speaker was absent this evening when these Native Bills came on, because I confess that I am constantly indebted to him for the assistance he gives in expediting the business and in improving the character of Bills through his knowledge and experience of Native affairs. I may tell him, however, that he lost nothing by being absent, because we have had only the Horowhenua Block Bill before us, touching upon two matters of a very simple nature, which I agreed to refer to the Native Affairs Committee. The honourable gentleman and those who were members of the last Parliament, and especially of the Native Affairs Committee, are aware that all matters contained in this Bill were threshed out carefully and keenly before that Committee. Some of them have been the subject of reports by Royal Commissions authorized by this House, and have been before the Native Affairs Committee on more than one occasion. They are all the result of recommendations by the Native Affairs Committee. To keep the business of one year distinct from that of another I thought it wise to close down on all new matter We can bring in another 'washing-up' Bill if fresh business warrants it, but let us finish with what we have in hand. The last three clauses in this Bill were not put in by the Native Affairs Committee—in fact, that Committee rejected them, but they were afterwards introduced in the House and carried by the House. I opposed them strongly, but found myself in the minority Honourable members here, including, I suppose, some who spoke to-night, voted against me on that occasion. In my opinion, there is

nothing to be gained by referring the Bill to the Native Affairs Committee. The clauses just referred to can be struck out in this House when the Bill is in Committee, if the House so wills it.

Mr HEKE.—How do you know?

The Hon. Mr CARROLL.—If the House will not do that, it is of no use for the Committee to do it, because whatever the Committee may do the House can accept or discard. Take last year we rejected these clauses in the Native Affairs Committee and the House put them in. If the House is inclined to do that again, it does not matter what we do on the Native Affairs Committee. In regard to the other clauses, there is no real necessity to refer them to the Native Affairs Committee, though I have no objection, if honourable members will concede the point that if the Bill goes to the Native Affairs Committee no unnecessary delay will be occasioned, and the Bill will not be kept there week after week. Then, as to the introduction of new matter, every member has the right to move new matter in the Committee; therefore I would ask the Committee, whenever this is done, to decide any case straight away on its merits. I am now speaking with a view to the proper despatch of business. I believe it would be only just and fair to the new members of Parliament and to the Native Affairs Committee that they should be given the opportunity of closely reviewing these clauses, in order to satisfy themselves of the reasons we had for including them in the Bill. They can then satisfy themselves whether our judgment was good; and not only that, but they will be in a position to appreciate our efforts, and the trouble we sometimes have in trying to perfect measures of this sort. The Native Affairs Committee has been accepted for the last few years as a fair and just tribunal in these matters. I think both sides of the House are in a position and have expressed themselves as perfectly satisfied to accept the judgment of that Committee. In fact, the legislation that we have now on the statute-book has been the result of Committee deliberations that have been accepted by the House. It is a course that I do not intend to deviate from, provided that no time be lost. If one does fail in his efforts to introduce anything he has at heart into a Bill, and a majority of the Committee is against him, I would ask any member in that position to accept the defeat calmly I am prepared to do so myself, and have accepted defeat time after time, and I trust members who have business before the Committee will act reasonably when they suffer a reverse. All I want is to get as much done as we can—to get the best results—that we may place on the statute-book a volume of business that will do us credit. The honourable member for Napier suggested that clause 19 and those contingent thereon should be put into another Bill, he suggests that those clauses should be remodelled, and put into the Bill the Government propose to introduce amending the Maori Lands Settlement Act of last year Well, I do not know why that should be done. We passed the Maori Lands Settlement Act last year at the same time as we passed this—that is to say, the House passed both Bills and had them under consideration at practically the same time, and this Bill was thought, in our wisdom, the proper conveyance of these incorporations. To transfer them into the Maori Lands Settlement Act Amending Bill would be introducing a new feature into that Act, because the Maori Lands Settlement Act does not in any way treat with the incorporation of Native lands, or with the consolidation of titles known as 'incorporation.' The point is whether you should now force into a Bill that has no kindred provisions for incorporation clauses that it was thought proper to put in the 'washing-up' Bill of last year

"Mr HERRIES.—The Government brought it down that way

"The Hon. Mr CARROLL.—Yes, the Government brought it down in that way I can assure honourable gentlemen that, so far as I am concerned, they can rely upon it that if this Bill is referred to the Native Affairs Committee that Committee will treat it with due consideration and despatch. Though I do not see any reason for sending this Bill to the Committee this year, still I do not want to stand in the way of honourable members."

34. *Hon. Mr Millar*] In 1906 the Native Land Claims Adjustment and Laws Amendment Bill was introduced and sent to the Native Affairs Committee?—Yes.

35. When it contained this clause in it in 1906, did it go to the Native Affairs Committees of both Houses?—Yes.

36. In 1905 that same clause was sprung upon the House without going to the Committee, was it not?—The Bill went to the Committee, and after it came back from the Committee that clause went into the Bill.

37 That was done in the House, and not in the Native Affairs Committee?—That is so.

38. But in 1906 a Bill having that clause in it went to the Native Affairs Committee, both of our House and of the Upper House?—Yes, and it was amended by the Native Affairs Committee of the House.

39 *Mr Allen.*] In 1905, when the clause referred to was introduced by Mr Kaihau, it was opposed by Mr Carroll in the House?—According to the division-list it was.

40. And he strongly opposed it in 1905?—Yes, apparently

41 Then he brought in a Bill in 1906 with the same title, and was there in it, word for word, the same clause that he had opposed in 1905?—Yes, word for word

42. That was amended by the Native Affairs Committee?—Yes.

Right Hon. Sir J G Ward In 1905 that division-list shows that Mr James Allen, who has just asked you these questions, and all the members of the Opposition present, voted for that clause.

Mr Fraser All the members of the Opposition did not, because my name is not there.

43. *Right Hon. Sir J G Ward.*] Mr James Allen asked you a question as to how Mr Carroll voted, and I want to know how the Opposition voted. Did not all the Opposition who were present vote for the clause as recorded in the Journals?—Mr Allen voted for it, and Mr Carroll against it.

The Chairman The division-list has been put on record, and speaks for itself

Mr Massey I want a plan of the whole block of 90,000 acres, showing the tribal boundaries that were altered from time to time according to the different decisions.

The Chairman And the number of sections?

Mr Massey Yes, the number of the sections, the area of each section, and the price at which it was sold.

Mr Fraser And the date of the alterations?

Mr Massey Yes.

The Chairman Very well.

(Plan produced, and examined by Mr Myers, Mr Massey, the Chairman, and other members of the Committee.)

REMANA NUTANA sworn and examined. (No. 25.)

1 *Mr M. Myers*] What is your name?—Remana Nutana.

2 To what tribe do you belong?—The Tainui people.

3 Do you know Mr Kaihau?—Yes.

4. Do you know also this area of 13,000 acres which we have been talking a lot about?—Yes, I know more than anybody else.

5 Does your memory go back to 1894?—Yes, I can go back to 1891

6 Do you remember Judge Trimble looking into the block?—Yes, in August, 1891

7 Were you then fighting against Ngatitahinga?—Yes.

8. Did Mr Kaihau have anything to do with the Ngatitahinga then?—No.

9 Who won then?—The Ngatitahinga beat us.

10. Then the case went before the Native Appellate Court?—Yes, in 1893, before Judge Davey, and the appeal was granted.

11 You won?—I won.

12 In 1894 the appeal was heard, and what happened then?—In the previous Court the Tainui Tribe got 8,000 acres, and before Judge O'Brien we got 28,000 acres.

13 You know the block of 13,000 acres which was sold to the Government in 1907—part of the whole block?—Yes. Not quite 13,000 acres—11,000 acres or more.

14. There was not 13,000 acres in dispute in 1894?—No.

15. In 1894 what was the question? Where was the boundary?—No boundary was mentioned in the two Courts.

16. After the Native Appellate Court sat in 1894, who were the owners—the Tainui or the Ngatitahinga?—The Tainui.

17 Did Mr Kaihau have anything to do with acting for the Tainui Tribe in 1894?—No.

18 You remember the Royal Commission in 1904, consisting of Judge Munro and James Mackay?—Yes.

19 They made a recommendation in favour of the Ngatitahinga, did they not?—Yes.

20. Did Mr Kaihau appear before that Commission?—Yes, for one person, Honana, and Pepa Tauke for the Ngatitahinga.

21 That is in 1904?—Yes.

22 At that time the dispute was as to where the boundary was?—That boundary was then a new thing No one mentioned it in 1891 or 1894.

23. Then the Act of 1904 was passed?—Yes.

24. And then comes the report of the Royal Commission before Judge Seth-Smith for inquiry? Yes, 7th December, 1904.

25 Did you appear for the Tainui there?—Yes.

26. And Mr Kaihau appeared for the Ngatitahinga?—Kaihau appeared for one person only He appeared for Honana Maioha, and Pepene appeared for the Ngatitahinga.

27 Did Chief Judge Seth-Smith decide in favour of the Tainui?—Yes, on the 27th April, 1905

28. What happened then?—We sent in an application for a partition

29 The Tainui then applied to the Native Land Court to partition the land?—Yes, and on the 5th December, 1905, when we came before the Court, the Native Minister adjourned the case.

30. The case was adjourned?—Yes.

31 Did the Tainui ask for the adjournment?—No, we got everything right and ready for the fight, and it was adjourned till April or May, 1906

32 Not on your application?—No, it was on the application of the Native Minister I found then that I go down—beaten In April, 1906, Mr Sheridan went to Auckland.

33 He was Native Land Purchase Officer at the time?—Yes, and Mr Browne sent me a wire to go down from Pukekohe to Auckland and meet Mr Sheridan there.

Mr Skerrett We know this, because it was discussed before the Native Appellate Court when the question of Mr Browne acting as a Judge of the Court was questioned. Mr Massey referred to it slightly in the course of certain questions put by him, and at my suggestion he did not pursue the matter further It is quite unnecessary It is all in the record. It has nothing to do with Mr Kaihau, and I suggest that it ought not to be produced.

Mr M Myers As far as Judge Browne is concerned, there was no bias that would justify the Court in quashing the judgment that was arrived at by Judges Browne and Mair

Mr Skerrett My objection is that it is not relevant to this charge. It does not concern Mr Kaihau.

The Chairman I do not know why Mr Myers wants to bring it in

Mr M Myers We had Mr Kaihau coming in 1904 before this Royal Commission, and then he appears again before the Chief Judge sitting in the Native Appellate Court. Then we have the judgment on the application for partition, and then Mr. Sheridan coming up to Auckland, and the next thing we have is Mr. Kaihau introducing the legislation that Mr Otterson spoke of this morning

The Chairman I do not see the relevance of it.

Mr Skerrett: If you look at the volume of reports, the suggestion was that Mr Sheridan improperly wished Mr Remana to sell because if he refused to sell he might have to go to the Appellate Court.

Mr Massey That is not what Mr Myers wanted.

Mr Skerrett If Mr Myers will state succinctly what he wants we may be able to meet him.

Mr M Myers I do not wish to put it unfairly, and I hope I am not doing so. I have put the connection as far as I think I can legitimately put it, but, Mr Chairman—if I may respectfully say so—you are wrong in assuming that the records show it. This is a thing that the records do not show

The Chairman: That is the point I wished to get at.

Mr M Myers I do not wish to cast any insinuations or reflections.

The Chairman Will you tell me your object in getting it in I shall then be able to see the point. It is rather involved just now

Mr M Myers I submit that the evidence I propose to adduce is relevant. It is a fact that a Government—the Government being ultimately the purchasers of the block—that a Government officer goes up to the then owners of the land, the Tainuis, and endeavours to get them to sell, and threatens them that unless they do so they may find the boundaries shifted again. They refuse to sell, and the next thing is that we find Mr Kaihau introducing legislation, and after that we find that the boundary is shifted.

Mr Skerrett First of all, it has no relevance to the charge against Mr Kaihau. Does my learned friend want us to understand that he wishes to amend this charge against the Land Purchase Officer and against the Government?

Mr M Myers: No.

Mr Skerrett Well, what relevance has it? Mr Kaihau was not concerned in it. My friend says with a great air of virtue that he was not making any insinuation. I thought the time was so late in the inquiry that my friend could afford that virtue, but he immediately follows it up by a direct charge against Mr Sheridan, and also a direct charge against the Judges of the Appellate Court who tried the case, because he says that Mr Sheridan made this threat, and legislation was passed.

The Chairman I think I will allow the question up to a certain stage.

34. *Mr M Myers* (to witness).] You say that Mr Sheridan saw you tell us what happened?—Mr Sheridan said, 'You had better sell this land to the Government.' I said "No," and he said, If you do not sell we will shift the boundaries.' I said, "I cannot help that. As soon as we went outside Mr Browne asked me where the owners of No. 2 Block were living, and I told him everything. The case was then adjourned until August, 1906.

35 You say your application for partition was adjourned from December to April?—Adjourned from 5th December to April or May in the following year

36. When did you see Mr Sheridan?—In April, 1906.

37 And then after you saw Mr Sheridan the cases were adjourned again?—Adjourned again until August.

38. Did you apply for that adjournment?—No.

39. Did you agree to that adjournment?—No. We could not do anything

40. It was adjourned until when?—To August of that year

41 Did it come on in August?—No; it was again adjourned at that time, and no date fixed, and the "washing-up' Bill was passed in October of that year

42 Then did you appear in the Native Appellate Court in February, 1907?—Yes, in February and March.

43. You were there at the Appellate Court?—Yes.

44. Then the judgment was given against you?—Yes.

45. The Ngatitahinga were awarded the land?—Yes. I should like to go back to 1906, when Hone Heke told me——

46. Never mind that. You came down to oppose the legislation, at all events?—Yes.

47 And the Act was passed?—Yes. They never looked at me. My friend Mr Massey presented my petition in the House.

48. *Mr Massey*] Yes, I presented the petition in the House?—And there was a report from Judge Edgar, and the Committee never looked at me.

49 *Mr M Myers*] And the Bill was passed?—Yes.

50. Mr Kaihau was present at the Native Appellate Court, we have heard?—Yes, at the last one. He joined the Ngatitahinga then

51 He was then not only acting for the Ngatipare, but the Ngatitahinga generally?—He was acting at the Native Appellate Court then for the Ngatitahinga, and not before. He appeared for one person only—Honana Maioha. In March, 1906, Honana was dead.

52 *Mr Skerrett.*] I understand that it was not until the Native Appellate Court sat in February, 1907, that Mr Kaihau acted for the Ngatitahinga?—You are mistaken, I did not say that.

53 Will you answer my question—what did you say?—It was in December, 1904, that the Appellate Court first opened before Judge Seth-Smith, and then adjourned till February, 1905

54. Did you not tell us a moment ago that it was not until the hearing before the Native Appellate Court in February, 1907, that Mr Kaihau appeared for the Ngatitahinga?—Yes.

55 To what hapu does Honana belong?—To Ngati Mahuta.
56. He was not a Ngatitahinga?—No.
57 Then at the time of Mr Sheridan's interview with you, Mr Kaihau was only acting for Honana, who was not a Ngatitahinga?—It might be that he was acting for the Ngatitahinga before April in 1907, but not before the Court.
58. But the first time he appeared for the Ngatitahinga was at the Appellate Court in 1907? Yes.
59. And Honana died in 1906?—Yes.
60. Did you have a talk with Para Haimona about the 7th or 8th of this month?—I do not know I forget.
61 Come, think do you mean to tell me that you forget having had a talk with Para the other day?—Yes, one word.
62. Why did you say you forgot just now?—I did not think a good deal.
63 Did you talk to him about the commission to be paid to Henare Kaihau?—I said, 'You going on Kaihau side? and he said 'Yes.''
64. You have a pretty bad memory?—No, I have not.
65. Did you not say to Para, You join me, and we will put Henare down ?—I cannot remember
66. You have got a bad memory?—No, I have a very good memory—better than you.
67 Very well, perhaps you can tell me whether you did not say to Para, You come and join me, and we will put Henare down ?—No, I never mentioned anything
68. Will you swear that in that conversation—come, look at me——?—No.
69 Will you listen to me? Will you swear that in that conversation with Para you did not say to him, Come and join me, and we will put Henare down ?—I do not remember saying it. What more do you want?
70 Did you not say to him, If you put Henare down you will get all that money back ?—No. He has been one of my opponents all the time.
71 Did you not——?—No.
72 Listen to the question?—What question do you want? You say the same question all the time.
73 You swore on the Bible that you would speak the truth?—Yes, I speak the truth.
74. Did you not say——?—No.
75 Did you not say, Para, you join with me in putting Henare down, and you will get the commission back?—No.
76. Did you have any talk about the commission?—No. What more do you want?
77 Did Para say to you, 'No, I pay that money to Kaihau voluntarily and of my own free will, and I will tell the truth ?—Mr Chairman, I will not say any more. I said No—ten thousand times No. Do not ask that question any more.
The Chairman You must answer the question.
78 *Mr. Skerrett.*] Did not Para say to you, 'No, I paid that money—that commission—to Henare Kaihau voluntarily and of my own free will ?—Para never spoke the truth to you. He like to get hold of me. He never tell the truth, that man.
79 Will you listen to my question again?—No
80. Did not Para say to you, I paid that commission to Henare voluntarily and of my own free will? Did he say that?—I do not know anything about it. I forget. I do not know anything about that.
81 Did he say that to you?—No.
82 Is it that he did not say it to you or that you do not know that he said it to you?—I answered twenty times—I do not know
83 *The Chairman.*] What you said first was that you did not remember, and now you say you do not know—which is it?—I do not know
84. *Mr Skerrett.*] Do you know Pepene?—I knew Pepene when a boy
85 Is he a good man?—I do not know
86. Is he not a good man?—I do not know his heart.
87 He is a truthful man?—I do not know that.
88. Have you not a high opinion of Pepene?—No; we have had rows.
89 Have you not always been on good terms with Pepene except for an occasional row?—We had a row in 1906 and 1907
90. That was in Court?—I never forgive him. I talk with him. We do not fight.
91 You are friends outside?—Yes.
92. Did you go to Pepene and say, You join with me against Henare, and we will put him down, or words to that effect?—I say what I know, and he tell me what he knows.
93 What did you say about Henare Kaihau?—I forget all about it.
94. Did you not say to Pepene, "Let you and me go together and give evidence against Henare"?—It might be. I do not know I do not remember It might be a yarn on the street.
95 Did you not say to him also that if they got Henare down they would get a lot of this money back again?—I said all the Maoris. I mean the money he gets from the petition to the House.
96. So you were actively trying to get people to give evidence against Henare?—I might.
97 And you do not care very much whether it is true or not?—No The thing I see with my own eyes I know it.
98. Did you not want your friends Pepene and Para to see with your eyes when they came to give evidence?—Their evidence no good to me. They fight against me all the time. I never mentioned them.

99 They fight against you and you fight against them all the time?—No, they fight against me all the time.

100. Will you swear that you are not at the bottom of all these charges against Henare Kaihau—you can answer just as you like?—I see in the paper that Mr Hine is at the bottom of all these things. I am not a member of Parliament.

101 Is it not the truth that you are at the bottom of all these charges against Henare Kaihau?—No.

102 Who is?—I ask you who put it before the House. Do not ask me.

103 That is Mr Hine, we know that?—That is him.

104. Did you not give him information?—I do not know the man

105. Did you write to him or to Mr Myers?—No. I wrote in 1906 to Mr Herries, before the Bill passed.

106. *Mr Massey*] Are you acquainted with Mr Hine? Do you know him?—I saw him the other day for the first time. I never spoke to him.

107 You did not speak to him or write to him?—No. The first time I saw him was the other day, when going along the passage here. I never saw him before that day

108 Is it not a fact that you and Para have been on opposite sides for years?—Yes, I fight one way and he fight on the other side.

109 You have not been on friendly terms?—No.

110 You would not think of saying anything confidential to him?—No.

111 You would not suggest that you and he worked together?—Sometimes we go together He never mention any business.

112 You would not go together on business?—No.

113 You belong to the Tainuis?—Yes.

114. Is it correct to say that you are one of the leading men of the Tainuis?—Yes.

115. Is it a fact that the Tainuis held this block of land—the 13,000 acres in dispute—from 1894 to 1905?—Yes, up to 1905.

116 That is to say they received the rents from 1894 to 1905, when the lease expired?—Yes. We leased a grazing-lease of the property to Europeans in 1906

117 And got the rents?—Yes.

118. Will you tell us what happened in 1907?—In March, 1907, the Judges gave it to the other side.

119 You mean the Appellate Court?—Yes.

120 I want to take you back to the Native Land Court of which you spoke: what year did that Court sit that you say was adjourned by the Native Minister?—1905.

121 Where did it sit?—At Raglan.

122 Have you got any reason to believe that the Court was adjourned for the Native Minister?—No reason, only that it was adjourned by the Native Minister

123 You have got that impression?—Yes, it is in the *Gazette*.

124. You saw the advertisement adjourning the Court?—Yes.

125. *The Chairman*] Did you see the *Gazette* with the notice to that effect?—Yes. It adjourned until April or May and again in August, and adjourned again with no date fixed.

126 Can you give us the date of the *Gazette*?—No.

127 What date was it, about, when you saw it?—I saw the *Gazette* in the Court.

128 You do not remember the date, or about the time?—The 5th December, 1905; it was adjourned by the Native Minister

129 *Mr Massey*] After the adjournment of the Court, Remana, what happened in connection with your block of land—what was the next event of importance?—They adjourned the Court three times.

130. Did anything come up in Parliament referring to this particular block of land after the adjournment of the Court in April?—Yes, Henare Kaihau in 1905 and 1906 in Parliament——

131 Was it after the adjournment that Mr Kaihau moved the new clause in the "washing-up" Bill?—Yes.

132 What happened then? That Bill was thrown out in the Council?—Yes, in 1905.

133 What happened the following year?—The case came on again in May, and the case was adjourned to August, and was again adjourned with no date fixed, and the "washing-up" Bill of 1906 passed that year

134. What happened in Parliament in 1906, affecting your Bill?—That is all I know—the "washing-up" Bill.

135. Who put the clause in the "washing-up" Bill?—Henare Kaihau.

136. The Bill was introduced, including the clause, and it became law, and the result of it becoming law was the setting-up of the Appeal Court?—Yes.

137 Who were the Judges?—Judge Mair and Judge Browne.

138. Do you remember meeting Mr Sheridan about that time?—Yes, in April, 1906

139 Did he come to see you?—Yes. He sent a wire from Auckland, and I met him in Auckland.

140. Was any one with him when you met him?——

Mr Skerrett I understand I have the right to object to questions even by members of the Committee, if it is against your ruling Mr Myers said that Mr Kaihau was acting for the Ngatitahinga. As a matter of fact he was not. He did not act until the sitting of the Appellate Court.

141 *Mr Massey*] Was any one present at the time of the conversation between Mr Sheridan and yourself?—Mr Browne.

142. Was he the only one present?—Yes. They locked the door

143. Where did the meeting take place?—In the Native room in Auckland.
144. How long did the conversation last?—About half an hour, and with Mr Browne over an hour and a half
145 Did Mr Browne stay with you after Mr Sheridan had gone?—I saw Mr Sheridan going out of the door
146. What was the object of the conversation?—Mr Sheridan said to me, You had better sell the land, or we shall shift the boundaries.
147 Was he referring to the 13,000 acres?—Yes.
148. And he said what?—"You sell to the Government, or else we shift the boundaries."
149 Did Mr Browne take any part in the conversation?—Yes.
150. What did he say to you?——
Mr Skerrett: I object to that.
151 *Mr Massey*] What I wish to get at is whether Remana and his friends were willing to sell?—I said, "I won't sell I want the land for my family He said, 'If you do not like to sell, we will shift the boundaries."
152 What is the date of that conversation?—I think, April, 1906
153. That was just prior to the meeting of Parliament?—Yes.
154. And it was in the following session that the clause in the "washing-up Bill became law that provided for the setting-up of the Appeal Court, and the Appeal Court took the land from you and gave it to the Ngatitahinga?—Yes.
155 *Mr Allen.*] You referred to the Native Land Claims Adjustment and Laws Amendment Act, 1904. You remember that Act?—Yes.
156. Do you remember whether that Act was passed in order to finally settle the boundaries of the 13,000 acres and other lands?—Yes. I thought it was final, and that there was no more.
157 Do you remember this part of the clause in that Act—clause 14— And whereas it is expedient that a final settlement of all disputes in connection with the said Te Akau Block should be arrived at Be it therefore enacted that the Chief Judge, after due inquiry in open Court, may confirm all the recommendations of the said Commission, with such variation, modification, or amendment as may seem to him necessary or desirable. ' Do you remember that?—Yes.
158. And you thought that Act was the final settlement?—Yes, I thought that was a final settlement.
159 And it went to the Appellate Court?—Yes.
Mr Skerrett Mr Allen referred to the statute of 1904. In the latter part of the clause he read it says, "Be it therefore enacted that the Chief Judge, after due inquiry in open Court, may confirm all recommendations of the said Commission, with such variation, modification, or amendment as may seem to him necessary or desirable. Now, the petition was in favour of the Ngatitahinga, and all the Chief Judge had to do was to settle that with ' any necessary variation, modification, or amendment as might seem to him necessary or desirable.' What Judge Seth-Smith did was to repeal the Commission's report, and substitute something else. Surely that was not in accordance with the Act?
160. *The Chairman* (to witness).] You are friends with Mr Kaihau?—We fight in the Court, but outside we are all right.
161 Do you remember the date on which the conversation took place with Mr Sheridan?—Yes, 2nd April, 1906.
162 How do you fix that date?—I was Government foreman on the road at Pukekohe then The Government wanted me to take the census, and I left my men in the swamp
163. Do you remember the day of the week?—That is a very hard word.
164. Would it be in the afternoon or morning that this conversation took place?—In the morning.
165. Was it a wet or a fine day?—A fine day
166 Who did you see present?—I saw Mr Sheridan and Mr Browne
167 Were you the only person present during the time the conversation took place that you refer to?—I was the only one there.
168 No other person heard it?—No. I mentioned this before the Appellate Court. Mr Earl was my lawyer at that Court, and he asked that Judge Browne withdraw from the case, as he was the buyer who asked me to sell the land. Judge Browne left the Court, and the Court adjourned for three hours, then the Chief Judge instructed him by wire to go on with the case, and I then knew that I had lost the case.
169. You are naturally sore over that?—Yes. Judge Browne retired from the Court for three hours.
170. *Mr Massey*] This Mr Browne, who was afterwards Judge of the Appellate Court, was the same Mr Browne who was with Mr Sheridan when they wanted you to sell the land?—Yes.
171 *Right Hon Sir J G Ward.*] You can remember all the circumstances taking place in 1891, 1904, and 1905, and the conversations and dates?—Yes.
172. You can remember them all quite well?—Yes. The only thing is that in 1905—I do not know whether it was April or May, but the Court adjourned to August, 1906.
173 If you can remember all these facts and circumstances right up from 1891, how is it that you cannot remember a conversation that you had on the 7th November—this month—with Para?—I say to him, "You with Henare Kaihau?" and he say, "Yes."
174. I understood that, in reply to Mr Skerrett, you said you could not remember certain things?—I could not remember all the other talk.
175. *The Chairman.*] It might have been said?—It might have been said, but I cannot remember

Mr. M Myers That is all the evidence I propose to call on this particular charge.

Right Hon Sir J G Ward I propose later to call the Hon Mr Carroll.

Mr M Myers I had other witnesses who were summoned and who were necessary at that particular stage, but since then I have not thought it necessary to call them. They have been in attendance.

Mr Skerrett There is one other matter which, if the Committee is going to deliberate, I desire to call attention to. I understood that members of Parliament, at considerable personal inconvenience, had set aside to-day for the purpose of disposing of such of the charges as they possibly could. I understand now, however, from Mr Myers that he is prepared to proceed no further

Mr M Myers You misunderstand me. What I said was that I did not think we could go on with the other charges against Mr Kaihau, because I understand the Chairman has not summoned the other witnesses in the case against Kaihau for to-day

Mr Skerrett I was never so informed. I was informed that you were prepared to go on with the charges against Kaihau. Are you prepared to proceed with any of the other charges?

Mr M Myers Yes. But I have not the summoning of witnesses in my hands.

The Chairman What is the next charge you desire to proceed with?

Mr. M Myers I would respectfully suggest that if the Premier is going to call any evidence in relation to the charge which has just been called, this is the proper time to call it.

The Chairman What charge do you wish proceeded with?

Mr M Myers Inasmuch as I understand you have not summoned the witnesses in the other cases against Mr Kaihau for to-day——

Mr Skerrett: Is that so?

The Chairman: Yes. A list of witnesses was given to me. It now turns out that some of the witnesses are not to be called. Had those witnesses been called, more time would have been taken up. I could not fix a day for them.

Mr Skerrett But they must be in Wellington, surely May I ask Mr Myers whether these witnesses are not here and cannot be obtained at once?

The Chairman They have been summoned for Wednesday I can see nothing to prevent Mr Myers from calling the witnesses in the other charge who may be in Wellington at the present time.

Mr Skerrett But for the unfortunate *contretemps* which appears to have happened, we could have finished this inquiry this afternoon or to-morrow morning

The Chairman I did not know we were to sit all day, consequently I summoned the witnesses for Wednesday In the first place, we decided to take the Flaxbourne case last Well, we have altered that.

Mr M Myers: It has really been nobody's fault— it certainly has not been mine. You summoned the witnesses in these respective cases without foreseeing that to-day was to be given up to these cases.

The Chairman What is your next charge?

Mr. M. Myers. My suggestion is that if Sir Joseph Ward intends to call the Hon. Mr Carroll, now is the time.

Right Hon. Sir J G Ward I shall wait till I know you have finished. I will do so at the proper time.

Mr M Myers I have finished in this case.

The Chairman: What is the next charge you wish proceeded with?

Mr M Myers I suppose the witnesses in the Flaxbourne case will all be here, with the exception of Mr Griffin If they are, I am prepared to go on with that.

Mr Reed Are there no other witnesses in the Kaihau case that we could go on with?

The Chairman Yes. Is it the desire of the Committee that we proceed with the other charge against Mr Kaihau, so far as the witnesses here will permit?

Members of Committee Yes.

Mr M Myers The only other witness who is available at the moment is Remana.

The Chairman What about Mr Paterson?

Mr M Myers I do not want Mr Paterson

The Chairman Will you call Remana now Mr Myers? I will read the charge: "That Henare Kaihau, in the years 1900, 1902, 1904, 1905, and 1907, while a member of Parliament, charged, and received from the persons named in the annexed particulars, on whose behalf he prepared, or presented, or undertook to present, petitions to Parliament, payments or sums of money for his services relating thereto or in connection therewith.' The particulars are annexed to the charge. For the information of the Committee I may say that Mr Massey has asked that a plan should be prepared showing the tribal boundaries of this block of land; also particulars showing the areas of the sections, and the prices at which they were sold. I will get the Department to prepare it at once. Call the witness, please.

(The witness was called, but was not forthcoming)

The Chairman Remana has apparently left the Buildings. Can you take any other witness, Mr Myers?

Mr M Myers Yes. I am prepared to go on as far as I can with the Flaxbourne matter.

Mr Allen: I think the Committee ought to deliberate before we go on with the Flaxbourne case. I have something that I want to bring up.

Right Hon. Sir J G Ward I know what it is, and I have no objection to your bringing it up while the Press are here.

Mr Allen I will state it now if you like. The Government are interested, the charge is against the Government, is it not?

Right Hon. Sir J G Ward As Mr Hine is not here, I should like to ask Mr Myers, who is acting on behalf of Mr Hine, what Government this charge is made against.

Mr M Myers The charge is against the then Government, which to a certain extent is the same as the present Government.

Right Hon. Sir J G Ward I object to that. I ask Mr Myers, what Government is the charge made against?

Mr M Myers The charge, of course, is against the Government of the day

Right Hon Sir J G Ward What Government is that?

Mr M Myers Against the Government of that particular year

The Chairman You can be more definite, surely Is it against the late Mr Seddon s Government or against the Ward Government?

Mr M Myers It is a charge against the Government which was in office at that particular time.

The Chairman That is, the Government of which the late Mr Seddon was the Prime Minister?

Mr M Myers Yes, I believe he was the Prime Minister I do not know whether he was Prime Minister at the time, or whether Mr Hall-Jones was acting as Prime Minister I suppose it was the late Mr Seddon's Government.

Right Hon Sir J G Ward Everybody else knows that it was.

Mr M. Myers That may be. It was his Government—whether he was actually here or not at the time I do not know

Right Hon. Sir J G Ward I think it is unfortunate that Mr Myers, on behalf of Mr Hine, cannot state definitely which Government it was. I think that Mr Hine ought to be put on his oath and made to say what Government the charge is made against.

Mr M Myers I have answered the question.

Mr Allen This matter was brought up in the House when the Committee was being set up on the 29th September last. Mr Malcolm, for instance, spoke about it and said, 'For all we know, some of the very members who are proposed for this Committee may be implicated in the charges,' and Sir Joseph Ward said that if that were brought out they would go off the Committee pretty quickly

Right Hon. Sir J G Ward Do you suggest that I am implicated?

Mr Allen I do not know The Government consists of more than one man, surely It is a matter for the honourable gentleman himself

Right Hon Sir J G Ward I want to say that this is a charge against the administration of the late Mr Seddon—against a Department of which the late Mr Seddon was the head, it is a charge respecting the purchase of an estate, in connection with which Mr Seddon was responsible for carrying out the whole of the details. It is a charge against a dead man There can be no question about that. Yet counsel for Mr Hine—whom I proposed, had he been here, to have put on his oath—could not even remember what the name of the Government was when asked by me. I want to say here in the presence of the Press representatives that public opinion of this country will look upon it as a cowardly, scandalous thing——

The Chairman You have gone far enough, Sir Joseph.

Right Hon Sir J G Ward I want to say further that I will not go off this Committee, but I shall not deliberate on this charge; but I will stay here in my place, and examine the men who are making a cowardly attack upon a dead man.

Mr M Myers I should like to know what Sir Joseph Ward means by what he has just said. There is no charge against any particular individual, there is no charge against the late Mr Seddon

The Chairman I do not think we should discuss this matter The duty of Mr Myers now is to proceed with his charge No. 5

Mr M Myers But surely I am entitled to refer to the words that were used just now by Sir Joseph Ward—used only for a particular purpose——

Mr Reed This matter was brought up by a member of the Committee, and the discussion should be amongst members of the Committee.

Mr M Myers May I point out that it is taking place in the presence of the Press, and Sir Joseph Ward stated that he made the observations for the purpose of their being recorded by the Press. Am I not, therefore, entitled to answer on behalf of Mr Hine?

The Chairman I stopped Sir Joseph. I do not want to have a conflict between members of the Committee and counsel.

Mr M Myers. If I were permitted, I should characterize——

The Chairman I cannot allow that. Any member of the Committee may make any statement he likes in reply to Sir Joseph Ward's remarks, but not counsel. Whom do you call, Mr Myers?

Mr M Myers Mr Ritchie. I may say that I am prepared to go on with all the evidence in this charge, with the exception of that of Mr Griffin, an important witness. He came down here last Friday for the purpose of giving evidence, but his evidence could not be taken then Mr Griffin is engaged to-morrow in Napier in an arbitration case. It is a judicial function, and it would be impossible for him to come away He can be here on Friday morning I ask therefore that his evidence should be heard then

Right Hon. Sir J G Ward I want to hear Mr Griffin's evidence, but I am not going to agree to the holding back the work of this Committee in the interests of any witness. I do not care who he is. The witness ought to be here. Mr Griffin ought to be summoned to come here and give his evidence in the order in which it is required. The Committee ought not to be detained to suit the convenience of Mr Griffin or any other witness.

Mr M Myers May I point out that it is being done to suit the Hon Mr. Carroll at the present time.

Mr Allen I understood Sir Joseph Ward to say that he was going to sit with the Committee, but that he would not deliberate on the Flaxbourne case. I should like to ask whether the calling of a witness comes within the scope of deliberation or not.

The Chairman Of course, it is a matter of taste on the part of Sir Joseph Ward with regard to deliberation. He said that he would not deliberate. Whether a witness is to be called or whether we should close without hearing that witness is a matter for those who have the right to deliberate. Can Mr Griffin not be here before Friday?

Mr M Myers No.

The Chairman The communication sent to Mr Griffin was to the effect that he must attend on Friday, the 11th November

Mr M Myers He was here then.

The Chairman He had no right to go away Any one doing so does it at his own risk.

Right Hon. Sir J G Ward The suggestion is that he should be heard as an isolated witness. I do not think that is allowed in ordinary Court procedure.

Mr M Myers It has been done over and over again But it was not the arrangement. If you will look at the motion that was passed over in the Cabinet Room last week, you will see that it was specially arranged that the Flaxbourne case was to have been taken on that day

The Chairman The Committee will deliberate on this matter We need not reopen it now

The Chairman We are now investigating charge No. 7—viz., "That in or about the year 1904 the Government, having taken steps to acquire compulsorily the property known as the Flaxbourne Estate, and appointed a member of the Legislature—to wit, Thomas Kennedy Macdonald, a member of the Legislative Council—as their assessor, and knowing or believing that by reason of his being a member of the Legislature the said Thomas Kennedy Macdonald could not be paid any remuneration for so acting as assessor, sent the then partner of the said Thomas Kennedy Macdonald, one Alexander Lorimer Wilson, to make a casual inspection of the said property, and paid him an exceptional and wholly extravagant fee therefor, with the intent or object of indirectly remunerating the said Thomas Kennedy Macdonald or his partner or firm for the services of the said Thomas Kennedy Macdonald as such assessor as aforesaid."

JOHN DOUGLAS RITCHIE sworn and examined. (No. 26.)

1 *Mr M Myers.*] Your full name, Mr. Ritchie?—John Douglas Ritchie.

2 You are Land Purchase Inspector, employed by the Government?—Yes.

3. You have held the position for how long?—About a year

4. You did not hold that position when the Flaxbourne Estate was acquired by the Government under the Land for Settlements Act?—No.

5 Have you the files relating to the acquisition of the property?—Yes.

6. Can you say, from your files, the date the case was first set down for hearing? I think you will find it was the 14th December, 1903?—I can look it up

Right Hon. Sir J G Ward Might I suggest it would shorten the proceedings if Mr Barron, who is to give evidence, were to sit alongside of Mr Ritchie. He knows the run of all the documents on the files, as the purchase was made during Mr Barron's, and not Mr Ritchie's, service.

Mr M Myers: I do not think it would shorten the proceedings. I prefer to bring out the information in this way

7 *Mr M Myers* (to witness).] I think you will find it was set down for the 14th December, 1903, but that the Court then sat only to classify the land, and adjourned, as Mr Skerrett, who was in the case, was leaving for England, until December, 1904?—Yes, the Court adjourned till the 1st December, 1904.

8. And a number of persons were called upon to go over the land to make reports and give evidence on behalf of the Crown?—Yes.

9. Can you tell us from the vouchers what these persons were paid per diem?—I believe I can.

10. If you look at the vouchers you will see?—Yes, I think they are all here. Mr Nevill, a valuer at Blenheim, was employed for 12 days in making a valuation, and was paid £2 2s per diem.

Mr Skerrett: He was a farmer, not a valuer

Mr M Myers I do not know what he was.

Witness: George L. Lane, of Blenheim, was employed for 11 days in Court and for 6 days in inspecting the estate, he received £2 2s. per diem. Mr Crosse, of Hastings, was employed from 5th May to 11th May, and was paid £34 13s. J G. Armstrong, a surveyor, gave 26 days' attendance at Court, at £2 2s. per diem. He attended on three occasions, besides 14 days inspecting and valuing the estate. H. Matson and Co., who came from Christchurch specially, were employed from 30th November to 7th December, 1904, and from 5th February to 15th February, 1905—in all, 19 days, at £7 7s. per diem, or a total of £139 13s. T W Belcher, of St. Albans, Papanui Road, Christchurch, attended at the first trial, and also at the second—in all, 39 days, at £5 5s. per diem, or a total of £224 18s., including expenses (£20 3s.). James Johns, of Belfast, Christchurch, received £3 3s. per diem for 9 days on the first trip and for 8 days on his second trip, also travelling-expenses, making a total of £65 2s. 10d.

11 Do you see a voucher there for Mr Tattle?—Yes.

12 Does it appear from the voucher that Mr Tattle did not come on the scene until the 7th July, 1904?—It appears to be so from the voucher The amount paid was £631 2s. 1d. for 205 days.

13. Have you another voucher from a man named George King, of Hereford Street, Christchurch?—Yes. He received £5 5s. per diem for 8 days, and expenses £6 17s. 4d.—a total of £48 17s. 4d.

14. Will you tell us some of the other amounts paid?—Mr Von Reden, of Eketahuna, was paid for 8 days, at £4 4s. per diem and expenses—total, £39 12s. 8d. Mr Kennedy, of Napier: Nine days at £5 5s. per diem, £47 5s.; and expenses, £6 10s. Mr Hoadley: Eleven days at £5 5s. per diem, with expenses—total, £67 8s. 4d. Mr McCaw, Matamata: Twenty-three days at £5 5s. per diem, with expenses—total, £135 14s. 10d. Andrew McKerrow, Hampden: Twenty-one days at £4 4s. per diem, with expenses—£98 7s. Mr A. Chaffey, Amuri: Eight days at £4 4s. per diem, with expenses—total, £42 12s. 2d. J Murray, Woodbank, who lives quite close to Flaxbourne: Twenty-six days at £3 3s. per diem, for services on three ocasions, with expenses—£99 15s. 11d.

15. *Mr Massey*] Was he a valuer?—Yes; he is a farmer alongside.

16. *Mr M Myers.*] Then there was Mr. Hans Rosendale, of Timaru?—Yes. Nine days, at £3 3s. (£28 7s.), with expenses—total, £35 14s. 2d.

17 *Mr Skerrett.*] Was he a valuer?—He is a farmer

18. *Mr M. Myers.*] I want to see the payments to the valuers. There is another voucher for Mr Chaffey?—Yes. He is a farmer at North Canterbury He received £3 3s. per diem, with expenses—total, £145 7s. 10d.

19. *Mr Fraser*] How many days was Mr Chaffey employed on the second occasion?—He was employed for 18 days, and then for 20 days, or 38 days altogether

Mr Allen We were told he was employed for 8 days on the first occasion

Witness On the first occasion it was for eight days, the 38 days is a different occasion. He was paid £3 3s. per diem, or £188 in all. He was employed for 46 days altogether, and also received his expenses. Then, Mr A. R. Lyons, of Wellington, was a valuer He was engaged for 15 days at £5 5s. per diem at the first trial. Then he was engaged for 12 days at £5 5s. per diem. He also received his expenses, the total amount paid to him being £159 14s. 10d. There is another voucher here for Mr Kennedy, of Napier: Forty-four days at £5 5s. per diem, with expenses, or a total of £251 0s. 2d.

20 *Mr Buchanan.*] Is that in addition to the £53 he received previously?—Yes. There is also a second voucher for Mr Von Reden—17 days at £4 4s. per diem, with expenses, or a total payment of £80 5s. 4d.

Mr Massey I propose to ask for a return of all disbursements by the Government in connection with the purchase of Flaxbourne other than the payment for the land itself

Right Hon. Sir J G Ward I want to get the information brought out in evidence.

Mr Massey I do not object to that.

Mr M Myers Does Mr Massey mean that he wants copies of the vouchers?

Mr Massey I want a return showing all the particulars that are now being given by the witness.

21 *Mr M Myers* (to witness).] There is another voucher for Mr. Von Reden?—Yes, 19 days at £4 4s. per diem—total, £79 16s. He also received expenses, bringing the payment up to £92 14s. 2d. Mr Trolove, of Christchurch, was employed for 10 days, and received £30. He lived quite close. Mr Humphreys, of Timaru Twenty-seven days at £3 3s. per diem, with expenses—£99 18s. 2d. Langley Adams, of Nelson: Thirty-four days at £2 2s. per diem, with expenses—total, £80 3s. 2d. Walter McNaughton: Twelve days at £2 2s. per diem, and 16 days at £2 2s. per diem, making a total payment of £80 11s., with expenses. George King, valuer, Christchurch: Seventeen days at £5 5s. per diem, and 9 days at £5 5s. per diem, with expenses—total, £144 0s. 4d. There is a second account from Mr Trolove: Seventeen days at £3 per diem, £51 There is a second account from Mr Murray: Five days at £1 1s. per diem, and 16 days at £3 3s. per diem, with expenses—total, £64 13s. There is a second account from George King: Fifteen days at £5 5s. per diem, with expenses—total, £88 15s. There is a second account from James Johns Eighteen days at £2 2s. per diem, with expenses—total, £48 0s. 1d. There is an account from Mr Wachsmann for valuation (through Matson and Co.), who received £157 10s., also payment for seven days' attendance at Court, making a total payment of £208 19s. Mr. Foster received £36 15s., and Mr S. N Nevill, Blenheim, £25 4s. There is an account from Mr J G. Armstrong, Blenheim: Ten days' inspection at £2 2s. per diem, 2 days making up valuation at £4 4s. per diem, and 5 days at Compensation Court, together with expenses, or a total of £47 2s. 2d.

22 Those are substantially all the vouchers relating to valuations and reports on the file, with the exception of Mr Wilson's?—Yes.

23. Does it appear from the vouchers that the payments made to the Government valuers vary from £2 2s. to £7 7s. per diem?—Yes.

24. Is it correct to say that a number of those witnesses made more than one inspection of the property?—Yes.

25. In order to get a short history of the matter, then, we have already had it from you that the first hearing was fixed for the 14th December, 1903, and that the Court then sat merely to classify the land?—Yes.

26. Do your files show that a number of the persons who have made claims for valuations and so on inspected the property prior to that date—prior to the sitting of the Court?—Yes.

27 Then there was a sitting of the Court on the 1st December, 1904?—Yes.

28. At that sitting the Court disagreed, did it not, thus necessitating a further hearing?—I believe so.

29. That is common ground. Is it a fact, according to the vouchers, that a number of the people who inspected the property made their inspections and valuations prior to that hearing, and attended the Court at that hearing?—I presume they did—the vouchers will show

Mr M. Myers If you look at two or three of them, I think you will find it is so.

Right Hon. Sir J. G. Ward: Mr Barron knows more about it, as he was the officer at the head of the Department at the time. I suggested before that he should be called in—he is in attendance.

Mr Skerrett This witness can only say what the files state.

Mr M. Myers: I should like to know, Mr Chairman, for whom Mr Skerrett appears.

Witness: There is a voucher here for April, 1905.

Mr M. Myers That is in another set of vouchers: I refer to a prior date.

Mr Allen The question has been asked, Mr Chairman, who is Mr Skerrett appearing for? I think it should be answered.

Mr Skerrett: I appear for Mr Macdonald.

The Chairman You are watching the proceedings on behalf of Mr Macdonald?

Mr Skerrett Yes. The charge is a charge that the Government made an improper payment to Mr Wilson for the purpose of benefiting Mr Macdonald; therefore it is a charge against the Government and Mr Macdonald.

The Chairman: We have jurisdiction to investigate and report on this charge so far as it affects the Government, but we do not express any opinion so far as Mr Macdonald is concerned.

Mr M. Myers That being so, Mr Chairman, can Mr Skerrett have anything but a watching brief? He is appearing for an individual into whose conduct this Committee cannot inquire, and therefore can he take any part in the proceedings?

The Chairman He can if we give him a status to watch the proceedings and to ask questions.

Mr Fraser: It is one thing asking questions, and another thing preventing Mr Myers from asking a question, and that is what we ought to have settled. Has he a right to interject and interrupt Mr Myers?

The Chairman In watching the proceedings, if an injustice is being done to his client he can raise an objection.

Right Hon. Sir J. G. Ward: The whole thing indirectly involves his client. If his client was not involved there would be no necessity for this inquiry.

The Chairman The charge is that the Government did something with Mr Macdonald that it ought not to have done. Our jurisdiction is merely confined to the Government. So far as it affects Mr Macdonald, Mr Skerrett has a right to interfere.

Mr Skerrett I shall not appear except on the terms that I have a right to object, on behalf of my client, to questions which are improper or irrelevant.

30. *Mr M. Myers* (to witness).] Do the vouchers show that some services were rendered for inspections and valuations prior to the second hearing?—Yes.

31 And some of the vouchers apply to the third hearing?—Yes.

32 May I put it shortly, then, that where there are two or three vouchers by one individual, they are in respect of services rendered on different occasions and in respect of different trials? Yes.

33. Is it not a fact, from the vouchers, that most of the people whom you have referred to actually attended after they had made their valuations, and gave evidence or attended to give evidence?—Yes.

34. At the first sitting of the Court Mr. Macdonald was the Government assessor, was he not?—I am not quite sure.

35. Have you a voucher there from Mr. A. L. Wilson?—Yes.

36. Will you read it, please?—"December, 1903.—To special inspection and valuation of the Flaxbourne Estate, and preparing confidential report for information of counsel engaged for the Crown *re* the compensation case Clifford *v* The King in regard to the taking of the land for subdivision and settlement under the Land Purchase Acts, as per agreement, one hundred and sixty-five pounds (£165). (Signed) J G .FINDLAY"

37 Is there anything on that voucher to show the number of days for which Mr Wilson was engaged?—No. I take it it is a special inspection and confidential report.

38. In December, 1903?—Yes.

39 Did Mr Wilson make a report, and, if so, is it on that file?—I have not seen it.

40. Have you searched for it?—Yes, I have gone through the files.

41 Where should it be?—I presume it went to counsel.

42 Is there anything on the files showing Mr Wilson's instructions or how they were given? —No. I think they were direct from counsel—Dr Findlay. There is nothing on the office file to show that he was asked to report.

43. Is there any correspondence on the file from Mr Wilson?—Not about his inspection.

44. About his fee?—No, not about this inspection.

Right Hon. Sir J. G. Ward: I want the original voucher

Mr M. Myers I will call Mr Poynton.

Witness The letter in question was a proposal to appoint Mr Wilson an assessor

45. *Mr M. Myers*] Well, I should like the date of that letter?—The first letter is dated 20th July, 1903, and is from Mr Barron to Mr Wilson It is as follows: "DEAR SIR,—I have the honour to inquire if you would act as assessor for the Crown in the arbitration for the acquisition of the Flaxbourne Estate. The property contains about 56,000 acres, and the hearing will probably occupy three days. I should like you to see the estate sufficiently to enable you better to understand the evidence. Should you agree to undertake this duty I shall be obliged if you will state

the fee you require—either a lump sum or fee per diem.—(Signed) A. BARRON, Land Purchase Commissioner" Then, on the 21st July a letter from Mr Wilson to Mr Barron was received as follows: "DEAR SIR,—I have to acknowledge receipt of your letter of the 20th instant, inquiring whether I am prepared to act as assessor for the Crown in the arbitration for the acquirement of the Flaxbourne Estate. In reply I beg to advise you that I am prepared to act as assessor My fee will be the sum of ten guineas per day, and 'out of pocket' expenses for every day or portion of a day I may be absent from Wellington in connection with the Flaxbourne Estate business. I shall be pleased to place myself at your disposal to visit the estate whenever you wish.—(Signed) A. L. WILSON"

46. That was before he visited the property?—Yes.

47 Some other assessor must have been appointed in the meantime. Following up the file, did you see who was appointed assessor?—There is a letter here from Mr Barron to Dr Findlay on the 9th September, 1903, "I am informed that Mr Macdonald signed his formal consent."

48. Is there not anything prior to that showing how he came to be appointed?—There is nothing I have not seen it.

49. *The Chairman.*] You have not seen it?—No, I have not seen it.

The Chairman But Mr Barron would know. What is the use of going through the file on a fishing-expedition? Mr Barron is here, and you can ask him. We cannot be kept waiting here so long

Mr M. Myers I did not think there was any objection to this.

Right Hon. Sir J. G Ward Pardon me. I suggested at the start to Mr Myers that Mr Ritchie was not in charge of that matter, and that Mr Barron was, and I suggested that Mr Barron's evidence could be taken, and that he could go through the file himself

Mr Fraser Mr Ritchie is in charge of the file, and it is quite right to ask him about it. If Mr Barron was in here he would be able to help Mr. Ritchie.

Right Hon. Sir J G Ward I object to that as a matter of procedure. Mr Barron must give his own evidence. He cannot come in to assist another witness to go into the matter

The Chairman: No Court in the world would allow one witness to interfere with another in giving evidence. Each witness must give evidence for himself

Mr Fraser Let Mr. Myers finish with Mr Ritchie first of all.

Mr M Myers If I had had the opportunity of going through the file beforehand I could have saved time.

Right Hon. Sir J G Ward That is not usual, and it is a great waste of time calling a man to give evidence of a file he has had nothing to do with.

Witness I see nothing on the file.

50. *The Chairman.*] There is the answer, you see—nothing on the file. You have been through the file?—Yes, I have gone through it in a general way, but have not read every letter on it.

51 *Mr M Myers*] You say that Mr Barron should be able to tell us about it?—Yes, I think so

52 And there is nothing on the file? You have been through the file to see, and I think you were asked before to see whether there was anything to indicate how it was that Mr Wilson was instructed to act?—There is nothing on the file.

53. I think Mr Wilson was instructed by Dr Findlay Does it show how he came to be instructed?—No.

54. *Mr Skerrett.*] I understand that you know nothing personally about the matter—nothing further than the knowledge you obtained from the file?—Yes, that is so.

55. Mr Barron was in charge of the Land Purchase Department at the time and knows about the matter?—Yes.

56. I should like to put one or two general questions. Is it not usual for those acting for the Government to make arrangements with the valuers and experts as to the amount of their charges for valuation and attendance in Court?—Yes.

57 Do you know that the Government have had difficulty in procuring the attendance of witnesses and in making valuations because of the amount of the charges which the Government was prepared to pay for these services?—Yes.

58. The amount of the charge of a valuer therefore was a matter of bargain?—Yes.

59 I notice, for example, that Messrs. Matson and Co. charge £7 7s. a day?—Yes.

60 And that Mr King on occasions charges £5 5s. a day and expenses?—Yes.

61 The other witnesses charge, some £5 5s., some £3 3s., and some £2 2s. a day?—Yes.

62. It was entirely a matter of bargain between the Crown and the witnesses?—That is so.

63. I notice that in July, 1903, it was contemplated that Mr Wilson might be offered the position of assessor?—Yes.

64. Do not trouble if you cannot tell me at once, but do you know the amount of this claim for compensation for Flaxbourne?—No.

65. It was a very large amount?—Yes.

66. Very well: the position of assessor therefore was a position of very high responsibility, was it not?—Yes.

67 The position both of the assessor for the claimant and the assessor for the Crown is a position of the very greatest responsibility?—Very great.

68. Now, do you know also that the first hearing of Flaxbourne involved a very important question as to the particular area that the claimants were entitled to retain as their own freehold?—I believe there was such a question.

69 You do not know the details of the matter?—No.

70. Now, who was the solicitor and counsel for the Crown in connection with the Flaxbourne proceedings?—Messrs. Findlay, Dalziell, and Co.

71 Dr Findlay was counsel, I think, on the first two occasions?—I think so.

72. And Mr W A. Sim, now Mr Justice Sim, Mr D M Findlay, and Mr. McCallum were the counsel on the third occasion?—Yes.

73. Now, the amount of the fee for which you can procure the services of a valuer depends upon his position?—Oh! very much.

74. And it depends upon his other engagements and occupations?—Yes.

75. Apparently the rate per diem is not shown in the voucher?—No.

76. I want to put this question to you: Do you think that the sum of ten guineas per day for the time during which a man is absent from his business is too large a sum for a gentleman who was in such a position as to be trusted with the responsibility of being assessor in a claim like this?—It is not an excessive charge for an assessor

77 Will you be kind enough to tell me what remuneration Mr Crosse actually received as assessor?—Ten guineas a day and expenses.

78. For how many days?—Thirty days.

79 Do you know that at the last sitting of the Court the Court sittings did not extend more than seven days?—No, I do not know that.

Mr Fraser: From 5th May to 11th May—seven days.

Witness: Eight days attending as assessor

80. *Mr. Skerrett.*] And what was he doing the other twenty-two days?—For twelve days he attended in conference over the subdivision of the property, and for three days he was engaged advising a further subdivision, and the sitting extended for seven days.

81 Were there not some days when he was going over the property?—Yes, during the other days he was inspecting the estate.

82 So that Mr Crosse charged ten guineas a day and expenses not only during the time he was sitting in Court as an assessor, but during the time he was inspecting the estate, and during the period also that he was advising the Government as to subdivision?—Yes.

83. I understand that the first voucher of Mr Crosse's to which you referred—the one for £34 13s.—was for attendance on the Crown advising as to the subdivision of Flaxbourne, from 5th May to 11th May, being after the conclusion of the compensation case?—That is so.

84. Now, would you be kind enough to refer to Mr Crosse's voucher for the period anterior to and including the hearing of the compensation case?—"1905, March 24 to March 26.—Attending at Wellington in conference with Dr Findlay, as requested, three days."

85. How much per day?—It does not say "March 31, April 1 to 11—Inspecting estate, 9 days; April 11 to 19—Sitting as assessor in Court, 8 days, at £10 10s., as per award; May 2 to 12—Attending Premier in Wellington in conference *re* subdivision, 3 days, engaged in advising as to and devising fresh subdivision of estate for settlement purposes, 7 days: 30 days at ten guineas."

86. So that his actual absence from home for the purpose of attending the Compensation Court extended over eight days. Before attending the Court he was in conference with Dr Findlay at Wellington, and that occupied three days. He was paid ten guineas a day for that. He went and inspected the property, which occupied nine days, and he was paid ten guineas a day for that?—Yes.

87 He attended the Premier in conference between 2nd May and 12th May *re* subdivision, three days, and received ten guineas a day for that; and he was engaged in advising as to fresh subdivision of the estate for settlement purposes, seven days, and he received ten guineas a day for that—together with hotel expenses?—Yes.

88. You do not suggest that Mr Crosse's charges were unreasonable, do you?—I should not like to express an opinion. For sitting as an assessor his charge is not out of the way, nor for inspection of the property

89 He charges ten guineas a day, apparently, for all his services in connection with the estate. Do you know Mr Crosse?—Yes.

90. He is a very well known sheep-farmer in Hawke's Bay?—Yes.

91. And an extremely shrewd man, is he not?—Yes.

92 But he is not an auctioneer, nor engaged in mercantile business?—No.

93. He would not sacrifice his business——

Mr M Myers My friend is suggesting answers to the witness. I do not know that he has the right to do that. I ask your ruling, sir, as to whether he is not going somewhat further than he ought to go?

The Chairman: I think that in his last question he was putting words into the witness's mouth.

94. *Mr. Skerrett.*] Very well. I understand you to say, Mr Ritchie, that you express no opinion as to the amount Mr. Crosse charged?—I think that ten guineas a day for the actual sitting of the Assessment Court is reasonable; also in connection with the inspection of the property prior to that.

95. Mr Crosse also received from the Crown ten guineas a day during the time he was engaged in conference with Dr Findlay and the Premier, advising as to the subdivision of the estate: is that not so?—I do not think, when he was allowed ten guineas a day by the Court, the other charge was unreasonable.

96. May I put this to you, therefore: that the time of a man who is fit to be intrusted with the duties of an assessor is reasonably worth ten guineas a day during the period he is absent from his business?—Certainly

97 Emphasis is laid upon the expression "as assessor" by Mr Myers. If a man is worth £10 10s. a day as assessor, would his time be worth the same if he were engaged in advising the Premier and Dr Findlay or examining the estate?—I think he is quite entitled to ten guineas while examining the estate and consulting with counsel.

98. You do not know the rate of pay for Mr Wilson?—No.

99. Would you expect Mr Wilson to agree to accept less than the Government were prepared to pay the assessor?

Mr M Myers I do not think that question should be asked.

The Chairman: It is a matter for Mr Wilson, really

100. *Mr Skerrett.*] I will not press it. Would Mr Wilson's charges require to be certified to by any officer or solicitor?—They would be certified to by Dr Findlay

101 Was the case in Dr Findlay's charge?—Wholly, I think.

102 I suppose you cannot tell, but it is probably common ground, that the Flaxbourne case was one of the most important and hardest-contested cases under the Land for Settlements Act?—I believe it was.

103. Would you not leave to the counsel engaged in the case the task of selecting witnesses and valuers?—I think it very proper

104. You did not give me, I think, the total amount of Mr Crosse's second account. It was £322 11s., I think?—Yes.

105. So that he received altogether £357?—Yes.

106. Mr Wachsmann received £348 12s. for attendance at two Courts? Those were the figures you gave me?—He got £379 18s. 11d. for inspecting the estate and attending the Court.

107 Mr. Belcher received £224 18s.; Mr Tattle £631?—That was something special.

108. Yes, he was organizer Mr Von Reden received £212 for forty-four days. He was paid at the rate of £4 4s. a day Mr Chaffey received £188. Mr Kennedy received £305. By the by, what was the total of Mr Griffin's charges?—There are quite a number of his vouchers on this file.

Right Hon. Sir J G Ward Let us have them, please.

Mr M Myers I did not ask Mr Ritchie for the vouchers for any Government servants at all, only for outside people. I had no object in passing them over

109 *Mr Skerrett.*] Can you give Mr Griffin's figures, Mr Ritchie?—Vouchers for £212 14s.—eighty-seven days at two guineas, and expenses. Another is a small account for travelling-expenses, £10 11s. Another is for travelling-expenses and fees, £65 16s.

110. *Mr M Myers*] For what number of days?—From 28th November to 9th December—£46 14s. for fees and £19 12s. expenses.

111 *Mr Skerrett.*] What is the next one?—For £71 18s. 4d.—fees, twenty-four days, £50 8s., and expenses. Another one is for eleven days, with expenses, £34 8s. 10d. That appears to be all.

112 During the period covered by these vouchers Mr Griffin was a permanent officer of the Government, was he not, drawing a salary?—Yes.

113. These were payments in addition to his permanent salary?—I presume so.

114. He received the payments, did he not?—Yes.

115. They were not credited to the Department in which he was an officer?—No; they were paid direct.

116. Do you find on the file any voucher for any payment to Mr Macdonald in connection with the Flaxbourne Estate?—There is no voucher on this list of mine.

117 Do you find any voucher put in by Mr Macdonald claiming even the hotel and travelling expenses to which he was put in connection with the Flaxbourne case?—I believe there was a voucher put in claiming expenses, but I do not think it was paid. In this list of vouchers that I have here there is none to show that it was paid.

117A. *Mr M Myers*] There was a claim made?—Yes; it was for £12

118. *Right Hon. Sir J G Ward.*] Do you know the amount that was awarded by the Compensation Court in the Flaxbourne case?—I am not sure. It is on the file.

119 You know that it was £181,800?—It was a very large sum, but I am not sure of the amount.

120. The actual amount paid was £183,000. Do you know that the claim made by Sir George Clifford was for £410,000?—Yes.

121 So that the amount awarded was £229,200 less than the owners of the estate asked for it from the Government?—About that.

122 Who was head of the Government at the time this purchase was carried out?—The late Mr Seddon.

123. Who was the Minister in charge of the Land Purchase Department?—I think he was.

124. Mr Poynton, the Secretary to the Treasury, has just handed me this voucher [produced]. Will you look at that original voucher for Mr Wilson's £165?—That is an exact copy

125. Who authorized payment of the amount to Mr Wilson?—It is initialled by Mr Seddon as approved, on the edge of the voucher [Document put in.]

126. Do you know anything of the acquisition of the Flaxbourne Estate, from your own knowledge?—No.

127. What was Mr Armstrong, whose account for £191 6s. 2d. you mentioned?—I am not sure. I do not know Mr. Armstrong. I do not think his voucher shows what he is.

128. Is there anything in the voucher stating that he was an assessor?—No; he was not an assessor

129. So that the payment to Mr Armstrong was a payment for valuation and inspection?—I take it so. This is what the voucher says: "Valuation of Flaxbourne Estate, and expenses in connection therewith as per schedule, £47 2s. 2d."

130. He received £191 6s. 2d.?—There must be some other vouchers.

131 What was Mr. Belcher, who received £224 18s.?—A farmer, and a well-known valuer in Christchurch, I understand.

132. Was he an assessor?—No.

133. What was that payment to him for—valuing and inspecting?—Valuation and expenses.

134. Mr Kennedy received over £305. What was he—an assessor or a valuer?—A valuer

135 The payment to him would be for valuation and inspection?—And expenses, yes.

136. Do you know that Mr Macdonald, since the death of Mr Seddon and my assumption of the position of head of the Government, has made continuous representations for the payment of about £600 for services he alleges he rendered in connection with the Flaxbourne Estate?—I have only heard so.

137 And you have heard his applications have been refused?—Yes.

Mr M Myers Are those papers available?

Right Hon. Sir J G Ward: I will produce the Cabinet minute.

Witness: I have no knowledge of that. I have only heard it.

138. *Right Hon. Sir J G Ward.*] In those vouchers in your possession is there any payment to Mr Kennedy Macdonald as an assessor?—No, none. There was a small claim for expenses out of pocket—for £12 10s., I think. I do not know whether it was paid. There is no voucher here for the payment of it, and I am not sure whether it was paid or not.

139 On the papers that you have there, there is an amount of £12 10s. claimed by Mr Macdonald for expenses?—Yes; but there is nothing on the vouchers here to show that it was paid. This is supposed to be a copy of all the vouchers paid.

140. The payment to Mr Wilson is £165?—That is so.

141 Assuming that £12 10s. is the correct amount that was claimed by Mr Macdonald for expenses, that makes £177 10s.?—Yes.

142 From your experience as the head of important Departments, would you say that £177 10s. was a sufficient sum to cover the expenses of a man who acted as assessor and also the fee of another man who acted as a valuer?—No, I do not think so.

143 That sum of £12 10s. has not been paid to Mr Macdonald, otherwise there would be a voucher for it?—I presume so. I hold here all the vouchers for payments in connection with the estate.

144. Could a payment be made to Mr Macdonald without there being a voucher and the Audit Office passing it?—No.

145. Then, if a payment was made to Mr Macdonald, there would be a voucher for it, duly audited?—There should be.

146. As a matter of fact, could Mr Macdonald, in view of the position he holds as a member of another branch of the Legislature, receive a payment of the kind without legislative authority in the shape of an Act of Parliament?—I believe that, as a member of the Upper House, he cannot accept a fee for any services rendered.

147 So that no voucher has passed the Audit for any payment to Mr Macdonald in connection with the Flaxbourne Estate; and, as far as you know, has there been any legislation passed authorizing a payment to Mr Macdonald for services rendered?—Not that I am aware of

148. If a payment were made to Mr Macdonald, apart from legislation being required, an individual item in such a case would require to appear upon the estimates?—It would.

149 Have you ever seen an item on the estimates for such a payment to Mr Macdonald?—No.

150. You have stated, in reply to Mr. Skerrett, that Mr Crosse received a sum of £322?—Yes, and £34-odd—two items.

151 £357 4s. altogether And you stated that, in view of the fact that the Court had awarded him ten guineas a day as assessor, you thought it was not unreasonable for him to receive ten guineas a day for inspecting the estate and for the time he waited upon the late Prime Minister and Dr. Findlay, who was the counsel acting on behalf of the Crown?—I do not think it an unreasonable charge.

152 Would you expect Mr Wilson to accept a less amount than Mr Crosse received, who you say was reasonably paid?—Seeing that it was a special report he was asked to prepare, for a special purpose, I do not think so.

Mr M Myers I object to the question, Mr Chairman.

Right Hon. Sir J G Ward I object to counsel interfering with me in putting my questions.

The Chairman The question has been taken down.

Mr M Myers: But the point is, are counsel at liberty, or are they not, to object to a question asked by a member of the Committee?

The Chairman I think so.

153. *Right Hon. Sir J G Ward.*] You were not Chairman of the Land Purchase Board under the late Mr Seddon at all, were you?—No.

154. What was your experience of the late Mr Seddon in his capacity as a Minister of the Crown? Was he in the habit of fighting very strongly to protect the interests of this country and to get the best bargain possible in such matters as this?—I had a good deal to do with him, especially at the time of the contingents being despatched to South Africa. That was the only time I acted under him, and he was very keen then to make the best bargains possible in connection with the purchase of the fodder and horses, and so on. I know that he was, generally speaking, very keen

155. The valuers employed by the other side in connection with the acquisition of this estate were numerous?—Yes.

156 From your experience as the officer who has the acquiring of estates now for this country, would you, as a matter of precaution in submitting evidence to a Court, see that your evidence was as strong, or stronger, from the point of view of a number of valuers, than the evidence of those who were trying to sell an estate at a price that would result in their getting an additional £229,000 for it?—It would depend on the strength and standing of the witnesses.

Mr Skerrett: In fairness to the owners of the Flaxbourne Estate, would the Committee permit me to point out that the claim of £410,000 included the value of the reserved areas.

Mr A M Myers: What did that amount to?

Mr Skerrett I cannot tell you, but it was a very valuable estate. There was a right on the part of the owners to select portions to be retained, and they did so to the fullest extent, and the estate is a very valuable one now—I mean the portion that they retained.

At 6 o'clock the Committee adjourned till 7.30 p.m.

On resuming,—

157 *Mr Allen.*] Did the amount of £322 11s. paid to T Crosse include expenses?—Yes.

158. The ten guineas a day and expenses?—Yes.

159. How much were the expenses?—£7 11s. Thirty days at ten guineas. Hotel expenses, Blenheim, £3 10s. I do not see any expenses beyond the expenses at Seddon and Blenheim.

160. *Mr Fraser*] What was the total amount paid to him?—£322 11s. and £34 13s.—total, £357 4s.

161 *Mr Allen.*] I am asking about the £322 11s.: are all the expenses included in the £7 11s.?—There is nothing shown in the papers for passage or fare from Hastings to Wellington, or expenses in Wellington. Whether there is another voucher I do not know That is all there is on this voucher £7 11s. for expenses, and £315 for fees—thirty days at ten guineas a day

162. Did the ten guineas include any of the travelling-expenses?—The voucher does not show The expenses shown are for hotel expenses at Seddon and at Blenheim—£7 11s.

163 He went to inspect?—Yes: nine days inspecting, eight days at the Court, and seven days revising the subdivision

164. There would be no travelling-expenses in attending Dr Findlay?—No.

165. But there would be in the inspection?—Yes.

166. And when he acted as assessor?—Yes.

167 And when he made the further subdivision?—No; he might do that in the Head Office or at Blenheim.

168. And those expenses are not shown?—No; only the £7 11s. hotel expenses at Blenheim and Seddon.

169. Can we assume that that is included in the ten guineas?—I cannot tell you that. I am not conversant enough with all the payments. I have got the vouchers on the file.

170. Mr Skerrett made an allusion to eight guineas paid to Mr King: I have only five guineas down?—Five guineas, Mr King

171 Was there an amount of eight guineas paid to Mr King?—No; eight days at five guineas.

172 *Mr A M Myers*] The total amount paid was £181,800: do you know the number of acres retained by the original owner?—No, I cannot tell you. I think it was about 13,000 acres, but I am not quite sure.

173. *Mr Reed.*] What was the full amount paid to Alexander Wilson in connection with the sale of this property?—So far as I know, £165.

174. How many assessors were there altogether?—He was only a valuer

175. Could you give me the names of members of Parliament who personally, or whose firms as land agents, communicated with the Government or with the Departments in connection with the purchase by the Government of any land under the land-for-settlements scheme?—No, I cannot.

Mr. Fraser: Is that relevant?

The Chairman It is not relevant. Do you argue, Mr Reed, that it is relevant?

Mr Reed: I do, for this reason: This charge is in reference to a payment being made to a member of Parliament in connection with the sale of a property under the land-for-settlements scheme. If we had a list of the persons and members of Parliament who were land agents, who communicated with the Government in reference to sales of land under this scheme, we could see whether any communication came from this firm, and also from others. I think we ought to have that information before the Committee. I think it is relevant to the present charge. It is more so in reference to other charges. I was intending to keep that back until Mr Ritchie was giving evidence in reference to other charges. But I contend that it is relevant to these charges. The latter part of the charge is as follows: "With the intent or object of indirectly remunerating the said Thomas Kennedy Macdonald or his partner or firm for the services of the said Thomas Kennedy Macdonald as such assessor as aforesaid."

Mr Allen · I object to the question.

The Chairman This question seems to me to bring in the names of other land agents, while this charge is simply a charge against the Government of employing a man as assessor, and, finding, so it is alleged, that it was unable to pay him his remuneration, employing another person. What the action of other land agents has to do with these charges—I cannot see that it is relevant.

Mr Reed It would show any connection between the Department and any member of Parliament who is here mentioned. The mere fact of others coming in is merely accidental.

The Chairman: How can it be relevant?

Mr Reed: We require to have all the information upon this matter

The Chairman: Why would it help to prove or disprove this charge—the mere fact of having these names?

Mr Reed It might throw light upon it.

The Chairman It would not help to prove or disprove the charge so far as Mr Kennedy Macdonald is concerned. Supposing I allow the question, where is the thing to end? The objection has been taken at the outset to this question, and I am called upon to rule. In regard to the other questions, if objection had been taken at the outset and I had been called upon to rule, I should have ruled in the same way

Mr Massey Speaking to the point of order, if we had also been supplied with information showing the names of legal firms doing work in connection with the Advances to Settlers Department and other Departments of the State—but it is quite different to call for one-sided information like this, if it is to be given, let us have it all round.

The Chairman If I allow this question, I cannot stop other questions.

Mr Massey That is the difficulty

Mr Reed. I cannot see the connection between the legal work and this work, I cannot see the connection it has with this land-for-settlements question—that is, as to whether lawyers received fees or not.

The Chairman If you got the answer, the evidence given by Mr Ritchie would not prove or disprove this charge. It must be a question that is relevant to the charge. I am very sorry to disallow it, but I have to disallow it.

Mr Reed I shall raise it later on, when Mr Ritchie is being examined in reference to other cases.

176. *Mr Buchanan.*] Do you know Mr Crosse personally?—Yes.

177 What are his qualifications that would fit him to be a valuer in connection with the purchase of such an estate as the Flaxbourne Estate?—I consider that he was very well qualified for the position he has property in Hawke's Bay, he has been resident there for a long time, he works his own property; and he has been buying and selling land there for some time.

178. Are you aware that in regard to some estates in Hawke's Bay he acted for the Government as valuer?—I do not know

179 I know that to my own knowledge. As to Mr Wilson, do you know his career and qualifications?—I know a little about him.

180. Do you know sufficient to answer this question Supposing you had money to invest, and wished to get the best advice possible from qualified and experienced men in connection with the values of land of the description of the Flaxbourne Estate, how would you place Mr Wilson and Mr Crosse?—I dare say Mr Crosse is more actively engaged in working land than Mr Wilson but I know that Mr Wilson when in the South had a good deal of practical experience in connection with land matters.

181 Did his experience not lie in the town and suburban direction more than in the case of country land?—That I cannot say

182. You are not aware of that?—No.

183. *Mr Massey*] Do you wish to correct your evidence in regard to the statement with which you agreed earlier in the afternoon, that £410,000 was asked for the property which was afterwards taken over by the Government?—I saw in the papers £410,000. I was not intimately acquainted with the purchase of the estate. I had not gone into the figures with the view of making myself acquainted with the exact position of the purchase of the estate.

184. You know now that the £410,000 included 13,000 acres that was not sold to the Government?—Yes, I have seen by the files since then the amount of the purchase-money

185 I wish that statement corrected; it makes a very important difference?—Yes, it does.

Right Hon. Sir J. G. Ward: I will call evidence in regard to valuation to show the true position

186. *Mr M Myers.*] Do you know that Mr Wilson's voucher contains no reference to his having been present at either of the trials?—Yes, that is correct.

187 As far as the voucher goes, he merely attended the Court for the purpose of making a confidential report?—Yes.

188. And that confidential report you have not got?—No.

189 You also told Mr Skerrett, in answer to a question from him, that in a case of that kind counsel would be left the task of selecting witnesses?—Yes, largely

190. Do you know that it is a fact that Mr Griffin, who then held an important position in the Valuation Department, was expressly appointed for that purpose—of selecting witnesses?—I do not know that.

191 You have referred to several vouchers of Mr Griffin: do you know whether or not it was a fact that he was engaged during the period mentioned working up the case for the Government?—No, I cannot tell you that.

192 You made special reference, in answer to a question from my learned friend, to Messrs. Kennedy Chaffey, Belcher Wilson, and others—that they were paid substantial amounts?—Yes.

193 Is it not a fact, according to the vouchers, that all of those gentlemen were present at each trial and gave evidence, and were there for the purpose of giving evidence?—I should require to look over the vouchers to answer that. There is one of Mr Wachsmann's vouchers for nineteen guineas, 20th February

194. There is another voucher, is there not?—There is one just for expenses.

195. You were asked to compare the fees of the valuers with the fees of the assessors it is a fact, is it not, that the Court awarded Crosse ten guineas a day as assessor?—Yes, the voucher states so.

196. Supposing any other person had acted as assessor as well as Crosse, would the award of the Court have been the same?—I presume it would.

197 Some of the valuers you paid as low as £2, and others a very much higher fee?—Yes.

ALEXANDER BARRON sworn and examined. (No. 27.)

1 *Mr M Myers*] You are a retired Civil servant, and you were formerly Chairman of the Land Purchase Board?—Yes.

2 Did you hold that position at the time the Flaxbourne Estate was compulsorily acquired by the Government?—Yes.

3 And you know the history of that transaction?—I know a good deal of it.

4. Can you give us the dates, with the help of the file, on which the Court sat?—Yes it was at the end of 1904.

5. The first hearing was fixed for the 14th December, 1903?—Yes.

6. Do you remember the Court sitting for the purpose of classifying the land?—It sat for the purpose of hearing the case—not for the purpose of classifying only

7 Do you remember that on the first occasion on which the Court sat the only work that was done was for the purpose of classifying the land?—Yes.

8. I think you will find that that was on the 14th December, 1903 I want you to verify that from the file?—Yes, it must have been between the 10th and the 18th December, 1903

9 And the Court sat on that occasion simply to classify the land?—Yes, it sat between those two dates.

10 At that sitting the hearing of the case was adjourned, was it not, until the 1st December, 1904?—The Court sat on the 1st December, 1904.

11 And at that hearing the Court disagreed?—Yes.

12 The Court sat on the 6th December, and adjourned to enable the Judge to visit the estate? Yes, it was after that that the classification was made.

13 Then the classification was not completed in 1903?—No.

14. That hearing was abortive as far as giving an award was concerned?—It was adjourned until the 1st February

15 The hearing was abortive no award was given?—No.

16 *Mr Skerrett*] It was adjourned?—Yes.

17 *Mr M Myers*] The Judge on those two occasions was Mr Justice Cooper, and the assessor for the Crown was Mr Macdonald?—Yes.

18. For the purposes of claim those various occasions may be taken as one trial, may they not—before Mr Justice Cooper and Mr Macdonald, acting as assessor for the Crown?—Yes.

19 The hearing being abortive, there was a second hearing before the Chief Justice and two new assessors?—Yes.

20 The assessor for the Crown at the final hearing was Mr Crosse?—Yes.

21 What was the date the last hearing took place, when an award was arrived at?—In February, 1905.

22 That is when the Court disagreed?—Yes.

23 The final hearing was in April, 1906?—Yes.

24. That was when the award was arrived at?—Yes.

24A. I want to know when Mr Macdonald was appointed assessor?—It was some time after July, 1903.

25. What do you mean by "some time after July"?—Mr Wilson was asked whether he would act in July.

26. If you go a little further on in your file I think you will find something which will help you in fixing Mr. Macdonald's appointment?—He was appointed in August, 1903

27 And was he in attendance at Blenheim in December, 1903, when the Court first sat?—Yes.

28. Mr Macdonald, then, was appointed in August, 1903, as the Government's assessor?—Yes.

29 Will you please tell me, if you can, from your file, when it was that Mr Wilson was instructed to go over there and make a report?—Dr Findlay instructed him, I think.

30. He went over there, according to the voucher, in December, 1903 does that help you in fixing the time when he was instructed, whether by Dr Findlay or anybody else?—No.

31 It does not help you?—No.

32 Were you aware that he was being sent over to make a report?—No.

33. Did you ever see any report that he made?—No.

34. Did no report from him ever go upon your departmental files?—No, I never saw one.

35 Did you receive any communication from Dr. Findlay, or Messrs. Findlay, Dalziell, and Co., intimating that Mr Wilson had been instructed to make a report?—No.

36. Did you receive any intimation from them that Mr Wilson had made a report?—I think the first communication was the voucher

37 Mr Wilson's voucher for £165?—Yes. I may have known indirectly that he was there.

38 We may take it, then, that you knew nothing about his being appointed or having been appointed, and that you can give us no information as to how he came to be appointed?—No, I can give you no information.

39 Now, did the voucher have to be passed by you?—Yes.

40. Well, when did you pass it [voucher produced]?—On the 23rd March, 1904.

41 What does that approval indicate to you? Did you make any inquiries in regard to the matter?—Yes.

42 What inquiries?—I inquired from Findlay, Dalziell, and Co. if they had received such report, and if the voucher was in order; but I made no other inquiries, because Dr Findlay had sole charge of this business.

43 What do you mean by 'this business'?—The Flaxbourne case.

44. *The Chairman*] As counsel?—Yes. As solicitor he had a free hand to call what witnesses he thought fit.

45. *Mr M Myers.*] Were you present at any of the hearing?—No.

46. Are you able to say whether or not Mr Wilson was a witness?—No.

47 Or whether he was ever intended to be a witness?—I do not know—I cannot say

48. I think you said before that there is no reference to Mr Wilson apparently on the files at all with regard to his report except the voucher?—That is all that I remember

49. When you were approving the voucher on behalf of the Department you did not ask to see the report?—No, I did not see it,

50. Did you make any inquiries as to how long Mr Wilson had been engaged away from Wellington in connection with his report?—No.

51 Did you know that none of the people who were reporting, as far as one can see from the vouchers, were being paid more than seven guineas a day?—some only two, and some three, and some five?—Some were paid a special fee besides a fee for attendance.

52 Do you mean a lump sum?—Yes, a lump sum.

53. Who were they?—I think Mr Wachsmann, of Matson and Co., was paid a special fee similar to that in Mr Wilson's case.

54. Did you see Mr Wachsmann's report ?—No.

55. Do you know how long Mr Wachsmann was engaged upon his report?—No.

56. The area is 65,000 acres, is it not?—About 57,000 acres.

57 And those witnesses who were mentioned as valuing were reporting upon and valuing the whole property, were they not?—Yes.

58. Do you know how many days it would take in fine weather to go over the whole of that property in such a way as to be able to make a report?—That would depend upon the man himself If he was very quick he would do it in a week, and he might take a fortnight or more.

59 Do you know Mr Griffin?—I do.

60. Do you know whether he had any connection with the Flaxbourne case at the first hearing at and prior to the hearing in December, 1904?—I know only from the vouchers.

61 You do not know?—I know nothing but what is in the vouchers.

62 Can you say, in a number of cases at and about that time, whether the Government were acquiring compulsorily station properties, and that Mr Griffin s services were utilized for the purpose of preparing the cases on behalf of the Government?—I know of only one.

63. What is that?—Mount Vernon.

64. Was that the Harding Estate?—Yes. He did assist in Stokes's case.

65 Where was that?—In the same district—in Hawke's Bay

66. Then you cannot say, except from the vouchers, whether or not Mr Griffin had anything to do with the management or preparation of this Flaxbourne case?—I do not think I had any interview with Mr Griffin at all on the subject. I do not know what he did, except from the vouchers.

67 Now, if Mr Wilson made his inspection in December, 1903, that would be just about the time, would it not, when the Court sat for the first time?—Yes.

68. The Court of which Mr Kennedy Macdonald was a member?—Just before that time.

69 So that he made a report for the Government just about or before the time when his partner was there on the bench as assessor for the Crown?—I suppose so. I do not know that he was a partner of Macdonald s. I think he was a partner of Mr Macdonald's at the time, but I do not know.

70. Mr Kennedy Macdonald at that time was a member of the Legislative Council, was he not?—Yes.

71. And could not be directly, and ought not to have been, according to the statute, indirectly, paid for his services?—He was not paid directly or indirectly

72 As far as you know, I suppose you mean For instance, you did not know the circumstances in connection with Wilson's report?—His report was not a unique one—others made similar reports.

73 Will you tell the Committee how you can say that when you did not see and have not yet seen Mr Wilson's report?—They charged for them in the same way—that is all I know

74. There is nothing at all anywhere on the departmental files where the suggestion came from or how it was that Mr Wilson was appointed—that is so, is it not?—I dare say the suggestion came from myself or from Mr Seddon

75. I mean, is there anything at all anywhere on your files to say that Mr Wilson should make a report or how he came to make a report?—I do not know of anything on the file, but a great deal took place which is not on the file. A great deal took place by oral communication between Dr. Findlay and myself or between Dr Findlay and Mr Seddon. It may have been suggested by Dr Findlay, or Mr Seddon, or by myself—I cannot remember

76. We were told before that Mr Macdonald had applied since Mr Seddon's death for a payment of £600 in connection with the Flaxbourne services. Were you aware of that?—No.

77 There is nothing in writing on your files to indicate that, although the demand may have been made?—No, I do not think there is anything on the file. Mr Macdonald frequently complained that he had not been paid or that he had had nothing for his services.

78. Did you see Mr Macdonald prior to his appointment or at the time of his appointment? Yes, I have no doubt I did.

79 Did he know then from you that he would not be paid for his services?—Oh, yes! he knew perfectly well.

80. Did you say he has since complained that he has not been paid?—Yes.

81 *Mr Skerrett*] I understand from you, Mr Barron, that the late Mr Seddon was the Minister in charge of your Department?—Yes.

82. Do you know whether he took a great personal interest in the Flaxbourne case?—Yes, he did, I am sure.

83. And closely followed its course, and the course of the proceedings for compensation?—Yes, very closely

84. It was a matter almost under his personal direction?—Yes.

85 Now, Mr Macdonald apparently attended three Courts—the first, which discussed the classification of the land, in December, 1903?—Yes.

86. The classification of the land was of extreme importance, was it not?—Yes.

87 Because on the classification of the land depended the areas upon which the owners were entitled to select?—Yes.

88. Well, when that was settled the owners made a selection of a particular area—was that not so?—Yes.

89 And your Department objected to that selection, and a great fight ensued?—Yes.

90. Then the owners were required to make another selection, were they not?—Yes.

91 And the case was adjourned for that purpose?—Yes.

92 And in the meantime an agreement was come to as to selection by the owners?—After inspection by the Court.

93 And the hearing of the claim for compensation took place, as you told us, in February, 1905?—Yes.

94. Now, at those three sittings of the Court Mr Macdonald attended at his own cost and expense?—He did

95 And has been paid nothing even for his out-of-pocket expenses?—I think he was paid about £12

96. Was that voucher paid?—As far as I know, it was paid.

97 Well, with the exception of the £12 he was not paid anything for his out-of-pocket expenses?—Yes.

98. I think you experienced some difficulty in getting witnesses for the Crown?—Yes. Sir George Clifford secured most of them.

99 At any rate, you had extreme difficulty in getting witnesses?—Yes.

100 And the witnesses were of all kinds?—Yes, and came from all parts of the country

101 Small farmers, big farmers, valuers, and so on?—Yes.

102. And each got a different rate of remuneration?—Yes.

103 Now, Dr Findlay, the leading member of the firm of Findlay, Dalziell, and Co., was in exclusive charge of the proceedings under your and Mr Seddon's directions?—Up to a certain time, and then Mr Seddon took charge.

104. Do you know that Dr Findlay was in frequent communication with Mr Seddon with regard to the course of the Flaxbourne litigation?—Oh, yes

105. Now, is it not a frequent occurrence that witnesses are sent to examine a property, and are not called, for one reason or another?—Yes, frequently

106 I understand you to say that Mr Wachsmann made a special valuation, and was paid a special fee in addition to his attendance?—Yes. I think Mr King was also paid a special fee.

107 May I say here, Mr Chairman, that Mr Allen challenged my statement that Mr King was paid eight guineas a day He was right, and I was mistaken The fee was five guineas for each of those days, and not eight?—Mr King was paid a special fee for the valuation.

108. It was a pretty hard-fought litigation?—It was.

109 And there was a good deal of feeling on both sides, I think, Mr Barron?—A good deal of feeling on the part of the claimants.

110. And you secured a great victory, did you not, Mr Barron?—No, I do not think so.

111 Did you not all leave Blenheim rubbing your hands with pleasure at the result—now, did you not?—I think we paid £40,000 too much.

112. Would you be surprised to hear that I left Blenheim with a very substantial feeling of disappointment at the result?—You must have had very high hopes.

113 *Right Hon Sir J G Ward*] What was the total amount that the owners of this estate asked for?—£410,000

114. What was the total amount paid for the estate?—A little over £183,000, I think. The award was over £181,000-odd. I think they were paid a little more than £181,675. The acreage came out a little different.

115. *The Chairman.*] How was it made up?—The value of the land, £172,175, disturbance and loss of business, £7,500, costs, £2,000: total, £181,675.

116. *Right Hon. Sir J G Ward*] Then, in addition to that there was an allowance of 5 per cent. upon the value of the estate from a certain period?—Yes. There is a letter here from Findlay, Dalziell, and Co setting it out.

117 Read the letter?—"August 27, 1908.—The Chairman, Board of Land Purchase Commissioners, Wellington.—DEAR SIR,—Confirming the telegraphic advice from Blenheim, we now beg to report that the amount awarded the claimants herein by the Compensation Court on the 19th instant was in all £181,675, made up as follows For the value of the land, £172,175; disturbance and loss of business, £7,500; costs, £2,000 total, £181 675 The Court further ordered that interest at the rate of 5 per cent. on this amount should be paid to the claimants as from the 31st March, 1905, till payment. The assessors' fees were fixed at ten guineas for each day in Court, each party to pay its own assessors. The matters mentioned in your letter of the 10th instant were mentioned by counsel for the Crown, as were also the questions of fencing and sheep-yards. Mr Skerrett declined to discuss the matter, and invited counsel for the Crown to take any steps in the matter they thought fit. Mr Sim considered it inadvisable, in the interests of the Minister, to bring these matters specially before the Court. The Hon the Minister of Lands has asked me to advise as to the desirability of taking further steps in those matters. In view of the fact that the sheep-yards and fencing were erected after the date of the requisition, and that the Court took into consideration the values of the estate at that date, we think it would be inequitable for the Crown to take advantage of the fact that these fixtures were not removed till after the claimants had relinquished possession The settlement of the draft award has been delayed owing to Mr Skerrett's absence from Wellington this week, but will be completed immediately on his return next Monday We should be glad if you would obtain from the District Surveyor an accurate description of the area taken, with reference to sections and blocks of survey districts, for completion of Proclamation Mr Brodrick could doubtless supply this with a plan.

Yours truly, FINDLAY, DALZIELL, AND CO."

118. That gives a total of about £183,000?—The total is £181,685.

119 Plus the amount stated there. What was the total area of the Flaxbourne Estate?—About 57,000 acres.

120. How many acres were purchased finally by the Crown?—The whole, less 11,700 acres that was retained.

121 What was the value at that time of the 11,700 acres that were retained?—From recollection, I think about £50,000.

122 How many acres did the Crown buy?—45,368 acres.

123 Do you know how much it ran out to as far as the Government was concerned?—A little over £4 an acre.

124. The 11,700 acres retained was at the same price per acre that the Government then paid for what was taken?—I think it was better than the average.

125. That which was retained?—Yes.

126. You are putting it down at about 5s. per acre more than the average paid for the portion acquired?—Yes.

127 So that you value it at about £50,000?—Yes.

128. The amount they asked at first was £410,000 for the lot?—Yes.

129 Fifty thousand pounds off that would leave £360,000?—Yes.

130 And the Crown acquired it finally at about £183,000?—Yes.

131 So that, making allowance for the value of the area retained by the owners, the cost saved by the Crown was the difference between £183,000 and £360,000?—Yes.

132 And the Crown finally acquired the property at about £177,000 less than the owners asked for it?—Yes.

133. You had a good deal to do in your official position with the late Mr Seddon—he was in charge of purchasing lands under the Land for Settlements Act?—Yes.

134. What was your experience of Mr Seddon when acting in the interests of the country? Was he not a very strenuous man, anxious to insure the best possible conditions for the country under all conditions?—He was a very keen man, and very hard and strict. I think he was very honourable too. He did not want to buy land at less than its value, but he did not want to give more than its value—he was very careful.

135 Do you suppose that Mr Seddon, as Minister in charge of the Department which was acquiring the Flaxbourne Estate, would have been a party to the employment of more valuers than necessary and at higher fees than they should receive?—I think it was necessary to have the best valuers that could be got of all kinds, and I have no doubt Mr. Seddon supported Dr Findlay in getting the best talent available.

136. From your experience of the late Mr Seddon, would you assume that he would be a party to paying Mr Macdonald through Mr Wilson, in the voucher he authorized for £165, for services rendered by Kennedy Macdonald?—I think Mr Seddon and Dr Findlay expected value for Mr. Wilson's services.

137 Do you think Mr Seddon would have been a party to covering up a payment to Mr Kennedy Macdonald through a payment to Mr Wilson?—I am sure he would not.

138. What was your experience, Mr Barron, in connection with the payment of fees to valuers when a large estate was being acquired by the Crown or being dealt with?—They were very varied—from two guineas to ten guineas. That is about the maximum.

139 Now, in the matter of the acquirement of estates running into a few hundred thousands of pounds, was it necessary for the Crown to have a number of valuers in order to counterbalance the efforts of those who were trying to sell on a valuation basis?—Yes.

140 Did you consider, when occupying the positions of Chairman of the Land Purchase Board and Land Purchase Inspector, that money spent in obtaining valuations was wisely spent? Yes, in such a large case as that especially

141 What has been your experience generally as far as landowners are concerned, in dealing with the Government of the country—have they been in the habit of asking a great deal more than they expected to get?—Yes.

142 Generally speaking, was that so?—Oh, yes!

143 What Minister authorized the payment of the fees, expenses, and costs of the Flaxbourne Estate upon the vouchers?—Mr Seddon mostly Sometimes I did not ask him to approve of them, but he approved of most of the sums that were paid.

144. Did any other Minister approve of them?—I do not think so. I do not remember putting them before any other Minister

145 But the vouchers themselves would show that?—Yes.

146 While you are giving evidence upon this matter would you inform the Committee whether the Government has ever purchased an estate—I am not talking of compulsory acquisition—at a higher value than the Land Purchase Board has recommended?—No, never They have no power except when the land is taken compulsorily The Government has no power to exceed the recommendation of the Land Purchase Board.

147 And where it is taken compulsorily it must go before the Compensation Court, and that Court, and not the Government, fixes the price?—Yes.

148. So that where lands are offered for purchase by the Crown in this country the Government has no power to pay a higher price than that recommended by the Board?—No, no statutory power

149 Has there been such a thing in actual practice in the case of any estate offered or recommended by the Land Purchase Board, as the Government ever paying a higher price than that recommended?—No.

150. Has any Minister of the Crown ever attended a meeting of the Land Purchase Board when they were dealing with landed estates for sale to the Crown?—No.

151 Has any Minister of the Crown ever attempted to interfere with you in your positions as Chairman of the Land Purchase Board and Land Purchase Inspector?—No.

152 Has any payment been made to Mr Kennedy Macdonald for services rendered in his position upon the Compensation Court in connection with the Flaxbourne Estate?—No, not that I know of

153 Could a payment be made to a man who was a member of the Legislative Council without a special vote being taken by Parliament?—No, it would not pass the Audit.

154. So that, as far as you are aware, no payment of any kind in connection with the Flaxbourne Estate has been made to Mr Kennedy Macdonald?—Except the £12 paid for his expenses—steamer fare and hotel expenses, I think.

155 Excepting an amount of £12, no payment has been made to him in connection with the matter?—That is so.

156. Do you know whether the Flaxbourne Estate, on the price paid for it by the Crown—namely, £183,000—has been successfully settled?—I think it has been fairly successfully settled.

157 Has it returned the average rate of interest to the Crown that we get upon estates, by way of rental from the settlers upon it?—Yes, by way of rents, the rents are paid.

158. Then, according to you, from your knowledge and experience of the Flaxbourne Estate as a matter of settlement, it has justified the price that the Compensation Court fixed and which the Crown paid?—Oh, yes! I think the settlers are pretty well burdened all the same. I think they just paid enough for it.

159 So that you are of the opinion that, as far as the settlers are concerned upon the Flaxbourne Estate, the rentals they have been called upon to pay based upon the price at which the estate was purchased by the Crown, are just as much as they ought to pay?—Yes, I think so.

160. *Hon. Mr Millar*] You said, Mr Barron, that Mr Macdonald received no payment at all?—Nothing beyond the £12.

161. Now, what would have been the fees payable to an assessor if another man occupied the position which Mr Macdonald occupied at that time, judging by the ten guineas per day which was awarded by the Court to the assessors who finally came to a decision?—Mr Crosse got £300 for one sitting I do not know what the other assessor got.

162 Have you any idea as to how long Mr Macdonald sat as assessor?—No, I could not say for certain.

163 That could be ascertained?—Yes, two or three weeks.

164. It is fair to assume that, had any other assessor been there, he would have received ten guineas a day, similar to that which the others received and which the Court awarded?—No doubt.

165 The Crown got the advantage of Mr Macdonald sitting there as assessor and receiving no fees, to the extent of ten guineas a day?—Yes.

166. Do you know Mr Wachsmann?—I know of him, but do not know him personally.

167 Do you know what his qualifications would be as a valuer, as against Mr Wilson's?—He is in the same line as Mr Wilson—a land-valuer and auctioneer

168. And he made a special report?—Yes.

169. He did the same as Mr Wilson did?—Apparently

170. And he received £208 19s.?—Not for the special report.

171 For the special report and his attendance?—He got £150 for his special report.

172 And £58 19s.?—For giving evidence.

173 You do not think he is better qualified than Mr. Wilson to give a report?—I do not think he is better qualified.

174. Do you think Mr King is better qualified than Mr. Wilson?—No.

175. Is he in the same business?—Merely a land agent.

176 And he received £281 12s. 8d. altogether?—Yes.

177 For the special report and his attendance?—Yes.

178 You were not present at the Court?—No.

179. Will there be any witness called here who was at the Court—because I should like to know if those men to whom the amounts were paid attended the Court and were under examination during the whole of that time?—Dr Findlay will be able to give you that.

180 You do not think Mr. King and Mr Wachsmann better qualified to make a special report than Mr. Wilson?—No.

181 And you say Mr Wachsmann got £150 for his special report?—Yes.

182. I suppose Mr Wilson is looked upon as a qualified valuer in Wellington?—Yes, he has that reputation. He has been employed by the Land Purchase Board previously

183. So that in paying Mr Wachsmann £150 for his special report, as against Mr Wilson s £165, Mr. Wilson was not unduly paid as compared with Mr Wachsmann?—There was not much difference between them.

184. *Mr Massey.*] Did you say that Mr. Crosse got £300 for one sitting?—Yes.

185 Are you quite sure you are not making a mistake?—I do not think so.

186. I shall have to ask you for the particulars of that. Is it not a fact that Mr Crosse was the greater part of his time acting as valuer?—No.

187 Do you mean to say that Mr Crosse was acting the whole of his time as assessor?—I think so, except for a few days after the case.

188 Have you the voucher in front of you?—Yes. Well, he went to inspect as assessor

189 What is an assessor?—I have not a dictionary handy

190. But I think from your experience you ought to be able to tell us what is meant by "an assessor"—what you understand to be an assessor?—He is a man who has to give his opinion, as against the opinion of another man, for the value of the property he is dealing with.

191, Does not an assessor sit with the Judge, hearing the evidence, and so on?—Each of the assessors gives his opinion as to what he considers the property is worth. The Judge has only to decide in case of a disagreement between them.

192 They sit with the Judge?—Yes.
193 One assessor is appointed by the Crown and one by the owner?—Yes.
194. Will you tell us from the voucher what part of this £300 Mr Crosse received by way of payment as valuer?—I do not think he got any of it as valuer.
195. Will you tell us how many days he was employed?—Thirty days.
196. And for the thirty days he received £300?—Yes.
197 How long was the Court sitting?—I do not know—about a week, I think.
198. Then for the rest of his time Mr Crosse must have been acting in some other capacity than as assessor?—He was sitting eight days as assessor
199 For which he received £90?—He did not receive any specified sum for that.
200. Well, do you want to correct the statement you made that he received £300 for acting as assessor?—That was the fee that it was agreed to give him for his services as assessor
201 But you say the Court only sat for eight or nine days?—Yes.
202 Then he must have been employed in some other capacity than as assessor?—But it does not mean because the Court only sat for eight days that the Government was restricted to pay that amount. The Government paid him £300 for his work as assessor
203 Would you say the Court was sitting only eight or nine days?—That is so.
204. You say that Mr Wachsmann did exactly the same as Mr Wilson?—Yes, apparently, from his voucher
205. What did Mr Wilson do?—He made a report.
206. And where is the report?—Dr Findlay had it.
207 And where is Mr Wachsmann's report?—With Findlay, Dalziell, and Co.
208. Have you seen Mr Wachsmann s report?—No.
209 Do you know how long he took to prepare it?—No.
210. Do you know how long he was on the property?—No.
211 Do you know how long Mr Wilson was on the property?—No.
212 With regard to the 11,000 acres that were not purchased by the Crown, is it not a fact that that was the best part of the Flaxbourne Estate?—No. I think it was above the average.
213. And most highly improved?—No, not most highly improved.
214. Did it not include the homestead?—No.
215 Coming back for a moment to Mr Wilson, I think you said that the State, you considered, got value for the money paid to Mr Wilson for his services?—I think Dr Findlay who was employed as counsel for the Crown, did get value for Mr Wilson's payment.
216. Still, you have no idea what Mr Wilson's services were?—No.
217 You think that, because Dr Findlay recommended the payment of £165?—Mr Wilson's services I considered to be valuable.
218. Had Mr Wilson had any experience in pastoral country, to your knowledge?—A great deal.
219 Where?—In Southland and Canterbury.
220. What was he doing in Southland?—He had a run there at one time.
221 You know that to be a fact?—Yes. I do not know it as a fact, but from what I have heard.
222. And therefore was qualified to express an opinion upon Flaxbourne?—He was a valuer in Southland as well.
223. Did all the valuers employed by the Crown give evidence?—I do not think so.
224. You knew some of them did not?—Yes.
225 Why?—Because it is optional for counsel to call all the witnesses.
226. Each valuer sent in his report to Dr Findlay, I suppose?—Yes.
227 And I suppose Dr Findlay simply called those valuers whose report was most favourable to his side of the question?—Yes.
228 And left the others out?—Certainly
229. I think you told us that sometimes payment was made to the valuers without the approval of the Minister?—I did not say that. I said small payments were made possibly to others, and witnesses, for expenses, without getting the actual approval.
230 But in the case of larger sums?—All sums about which I had any doubt I got the approval of the Minister for
231 Had you any doubt in Mr Wilson's case?—I got the approval of the Minister
232. Was it a case in which you had any doubt?—It was, because I knew nothing about his appointment.
233. I think you said that in every case the Land Purchase Board recommended the purchase of properties before they were acquired by the Crown?—Yes.
234. Did the Land Purchase Board recommend the purchase of the Nainai Estate?—Yes.
235. Do you remember the valuation made by the Government valuer?—Yes.
Mr Skerrett Surely this is not a fair question?
The Chairman It arose out of Sir Joseph Ward's question. He was asked as to the purchasing of other estates.
Mr Reed I was brought up for asking a question which was not relevant, and I should like Mr Massey to explain how this question about Nainai is relevant.
Mr Massey My question is simply following up the question asked by Sir Joseph Ward and answered by Mr Barron, and Mr Barron s answer was that no property was ever purchased without the recommendation of the Land Purchase Board.
Right Hon. Sir J G Ward He said they had to first recommend, and the Government could not pay a higher price than the Board recommended.
Mr Massey: I want to know what was the valuation submitted to the Board.

The Chairman I think Sir Joseph Ward opened a general question as to estates purchased by the Board, and it has a bearing on the general question.

236. *Mr Massey* (to witness).] Do you remember the valuation per acre that was placed upon the Nainai property by the Government valuer?—Yes.

237 What was it?—About £80.

238. And what was the price paid per acre?—£150.

239 And yet the Land Purchase Board recommended the purchase?—They did.

240 *Mr Allen*] I should like to know how the assessors to the Courts are appointed?—Well, in various ways. Sometimes a number of names are submitted to the Minister, and he selects one or nominates another one.

241 Does the Minister appoint them?—Yes, the Minister appoints the assessors.

242 How many assessors were there—one for each party?—Yes, Mr Crosse and Mr Macdonald for the Crown

243 Well, I want to know whether it is a usual thing to appoint an assessor without paying him?—It is not a usual thing

244. Can you often find a man generous enough to take the position of assessor without pay?—I have not found one yet except Mr Macdonald.

245 And he was a member of the Legislative Council?—Yes.

246. And his partner was appointed to make a special report?—I do not know His partner was first offered the appointment of assessor, but it was changed afterwards. Dr Findlay offered the position of valuer to Mr Wilson.

247 How do you know that he was appointed by Dr Findlay?—I know from the payment made to him and approved by Dr Findlay that he was appointed.

248. Is that a usual thing, for a partner of a member of the Legislative Council to be appointed valuer, while the other partner is appointed assessor?—I do not think there is anything to object to in it.

249 Would you recommend yourself that an assessor should be appointed without pay if you had to recommend?—Well, Mr Macdonald was considered to be a very strong man, and, although he was a member of the Legislative Council, it was considered best to employ him in this case, because it was a very large one.

250. And did he offer to give his services for nothing?—I do not know what he offered to Mr. Seddon

251 Was the arrangement made between him and Mr Seddon?—Mr Seddon told me to see Mr Macdonald and ascertain if he would act. I did see him, and he agreed to act notwithstanding that Mr Wilson had been asked to act before.

252 On what terms did he agree to act?—He knew perfectly well, and I told him, that he could not be paid.

253 And still he agreed to act?—Yes.

254. *Mr Fraser*] Did I understand you to say that Mr Wilson had ever been appointed as assessor?—He was asked to act as assessor, and agreed to do so.

255 When was that—what year?—About 1903.

256. He declined to act?—No, he agreed to act.

257 Was he appointed?—No, not formally appointed. He was asked to act, and agreed to act. Two letters passed.

258. Did he ever act as assessor?—No.

259. Mr Macdonald was appointed in his stead?—Yes, with Mr Wilson's concurrence.

260. Then Mr Wilson simply acted as valuer in making a special report?—Yes.

261 Now, is it customary to pay valuers the same fee as you would pay an assessor?—That depends on the valuer generally They do not get so much, but he may be as valuable a man as the assessor

262 You have had some experience in the matter, Mr Barron: do you know of cases where the valuer has been paid the same fee per day as the assessor?—Well, I should have to think about that. I think, in the Matamata case some of the witnesses were paid as high as the assessor was paid.

263. *Mr A. M Myers*] Did Mr Macdonald know before he took the position of assessor that he was not to receive payment?—Yes.

264. The estate of 45,300 acres was purchased at the rate of £4 1s. per acre, while the 11,700 acres works out at £4 5s. If you say the land retained by the owner was the most valuable part, do you think the difference of 4s. is sufficient to represent the extra value?—I merely gave a lump sum. It may be worth more than the sum I gave. It is above the average of the whole estate.

265. *Mr Buchanan.*] You have said that Mr Macdonald was asked to act as assessor because he was reputed to be a strong man?—Yes.

266. Being aware of that, can you understand how it is that Mr Macdonald, although informed that if he acted as assessor he would not be paid, now comes to request payment?—I cannot tell what his reasons are.

267 You are aware he does ask for payment?—Yes. He expected to be paid by a direct vote, I think.

268. Can you not give any information to the Committee as to what work Mr Wilson did to represent the £165 paid to him, presumably at the rate of ten guineas a day?—I have not seen the report. Of course, his information to Dr Findlay must have been of the value of the money paid for it—his information as to values and other matters connected with the estate. He also selected some of the witnesses.

269 You held a position on the Land Purchase Board which should have given you more information as to what was going on in regard to this estate than would be possessed by anybody else—is that not so?—No doubt.

270. And yet you are not able to inform the Committee as to any detail of work done by Mr Wilson?—No. Dr Findlay had charge of that part of the work. It was deputed to him specially by the Minister

271 Do you know Mr Crosse well?—Fairly well.

272 What are his qualifications for the position of valuer?—I think they are very high. He has had a great deal of experience in Hawke's Bay; he has acted as assessor before; he has been a witness for the Crown in other cases; and he is a very keen business man.

273. Has he shown proof of his capacity in regard to land by his success in life?—I think so.

274. Was he not employed as a valuer in the case of one or more of the Hawke's Bay estates purchased by the Government?—Yes.

275. How would you place Mr Crosse relatively to Mr Wilson as a valuer of land?—That is rather a difficult question.

276. Would you not consider that Mr Crosse had a great many more opportunities to qualify himself as a first-class valuer than Mr Wilson had?—I do not know that he had

277 Was not Mr Wilson's experience largely confined to town and suburban property? No; it was more confined to tussocky land.

278. So much for that, then. You have told us the Flaxbourne purchase was fairly successful?—The occupation of it is successful.

279 Are you aware that transfers have been made, and handsome prices paid by those to whom the transfers were made?—Yes, I have heard of that.

280. Do you not know of it within your own knowledge?—No.

281 Should I be wrong in stating that £800 was paid not long ago as the goodwill for a transfer at Flaxbourne?—I do not know

282. *The Chairman.*] Dr Findlay was acting as solicitor in this case for the Government, was he not?—Yes.

283 Was he a member of the Ministry at the time?—No.

284. He was in practice in Wellington?—Yes.

285. He had the getting-up of the case for the Government?—Yes.

286. And it was left to him to obtain witnesses?—Mainly.

287 The account paid to Mr Wilson was certified to as correct and in accordance with agreement by Dr Findlay?—Yes.

288. And you took it he would know the services rendered by Mr Wilson?—I was instructed to recognize Dr Findlay's certificate to any voucher

289 As being the solicitor for the Government?—Yes.

290. You did so in other cases?—Yes.

291 *Mr M Myers*] You say that the reserved area of Flaxbourne was valued at £50,000?—I put it down at that.

292. I think, in fairness to the claimants, you ought to say whether that is your valuation or theirs?—I do not know what their valuation is.

293. Theirs may be considerably higher?—It may be.

294. You say that Mr Wachsmann was paid a lump sum for his valuation and report?—For his report.

295. Do you know that Mr Wachsmann s report was made use of, and that he was called as a witness?—He was called as a witness. I do not know that his report was made use of

296. He would be examined on his report, would he not?—I do not know

Hon Mr Millar He received £50-odd for that too.

Mr M Myers I dare say it was worth it.

297 *Mr M Myers* (to witness).] When Mr Wilson made his report do you know whether a number of other people—valuers and prospective witnesses for the Government—had been over the property?—I do not think many went over it before Mr Wilson

298. Do you know?—I do not know

299 So that can you say anything at all personally as to the necessity for obtaining a report from Mr Wilson?—No. It is nothing unusual.

300. What is not unusual?—To get a report of this kind.

301 He was not called as a witness. Mr Wachsmann was, and Mr Wilson was not?—Possibly his report did not suit Dr Findlay

302. Do you think it is possible that, where one partner is an assessor and the other a valuer, the two would discuss the report the one had made?—I do not know

303. Do you think it is possible, where two men are partners, and one makes a valuation, the other might be influenced by that valuation if he knew of it?—Very likely

304. Even though he is an assessor and the person who makes the report is not called as a witness?—Yes.

305. You said that Mr Seddon approved any large sums paid?—Yes.

306. But where he had Dr Findlay's approval or certificate and your approval, did he make personal inquiry?—He was satisfied with Dr Findlay's certificate. My approval came after Mr Seddon's, it was a mere formal approval.

307 You say you experienced great difficulty in getting witnesses?—Dr Findlay did.

308. Up to what stage was that difficulty experienced?—The Crown did not commence to collect witnesses until after Sir George Clifford had begun

309 But was not the Crown ready with its case in December 1903?—Yes.

310. Well, if the Crown was ready with its case in December, 1903, can you understand the necessity for getting Mr Wilson's report in that month—just before the Court sat?—I think it was of considerable use to Dr Findlay

311 Do you think it could have been intended to call Mr Wilson as a witness?—I think so.

312 Pardon me, I did not finish my question Do you think it could have been intended to call Mr Wilson as a witness before a Court of which his own partner was a member?—That is a question for the Judge to decide, I should say

313. You were asked by the Hon. Mr Millar whether Mr Wachsmann and Mr King, who received large payments for their services, were under cross-examination every day Would you mind saying whether when a person is called away from home to give evidence his payment is limited to the time when he is giving evidence, or whether he is paid for the whole of the time during which he is absent from home?—He is paid for the whole of the time he is absent from home.

314. Of course, otherwise you would never get witnesses?—No.

315 Do you know, of your own knowledge, of any valuer or any person who made a report on this property for the Crown, except perhaps Mr Wilson, who was not called as a witness?—No, I do not know

316. You say that sometimes an assessor for the Crown is selected from a number of persons who may be recommended by the Department?—That is sometimes the case.

317 And were a number recommended in this case?—I cannot recollect that.

318. Does the file help you?—No.

319. You spoke of Mr Crosse's payment, and said he got three hundred guineas for one sitting as assessor. I want you to look at his voucher and read it, and then say whether your statement is correct that he got three hundred guineas for one sitting as assessor?—That is what was authorized.

320. I am not speaking of what was authorized. Would you look at the voucher and say whether it appears from the voucher that he got three hundred guineas for one sitting as assessor, or whether his payment of £315 does not include a good deal of work other than his mere acting as assessor?—It is all in the work of an assessor All he did was the work of an assessor

321 But does not the work of an assessor cease with the award?—This ceased with the award.

322 If you read the voucher, Mr Barron, you will find it is clear you are mistaken. There are ten days' services after the award was given. Is that included in the fees of an assessor?—Those services were merely incidental to his work as an assessor

Mr Skerrett Is not Mr Myers bound to take the witness's answer?

Mr M. Myers: Yes, I take his answer, and I ask that the voucher be detached and put in [Copy of voucher handed in.]

Right Hon. Sir J G Ward I will undertake to produce the whole of the originals if desired.

Mr M Myers If so, then there is no need to put this in.

Right Hon. Sir J G Ward It may as well be copied.

Mr M Myers: Very well.

323. *Mr M Myers* (to witness)] Then you say that the Government have not paid in any case more than the valuation of the Land Purchase Board?

Mr. Skerrett: I object.

The Chairman The question is remote from the object of the Committee.

324. *Right Hon. Sir J G Ward*] Mr Barron, in the original voucher for £165 to Mr Alexander Lorimer Wilson the following is stated "To special inspection and valuation of the Flaxbourne Estate, and preparing confidential report for information of counsel engaged for the Crown *re* the compensation case Clifford *v* The King, in regard to the taking of the land for subdivision and settlement under the Land Purchase Acts, as per agreement, one hundred and sixty-five pounds." It says distinctly it was a report for the confidential information of counsel engaged for the Crown?—Yes.

325. Would you expect to receive that valuation and confidential information?—I never asked for it. I should not expect to receive it under the circumstances.

326. The authority certifying to the correctness of the voucher is by the counsel for the Crown. It is certified "J G. Findlay, counsel for the Crown"?—Yes.

327 Which clearly shows it was for the information of counsel?—Just so.

328. And, though you signed the voucher after it went to the Minister, the authority was given for it by the Minister at the time?—Yes.

329. Counsel for the Crown says, "I certify to the best of my knowledge and belief that the foregoing account is true and correct in every particular, that the charge is reasonable, and that it is in accordance with agreement with the claimant." That shows that the certifying officer—J G. Findlay, counsel for the Crown—certified to the voucher naming the agreement with Mr Wilson for which the payment is made?—Evidently He was specially authorized to do so.

330 By the Minister?—Yes.

331 *Mr M Myers.*] To enter into this particular arrangement or into general arrangements?

332 *Right Hon. Sir J G Ward.*] I am speaking of this voucher only He was the solicitor representing the Crown?—Yes. He was specially authorized to deal with witnesses.

333. If Mr Wilson was called upon by the counsel for the Crown to prepare a confidential report for his information, would you expect that counsel would call him as a witness on that report?—No, not on that report. He might call him as a witness in the ordinary way

334. Would you expect him to disclose his confidential report?—No.

335 Now, as the result of a question by Mr Massey, I want to ask you, in connection with Nainai—I really did not want to refer to it—what was asked for it by the owner?—Two hundred pounds per acre.

336 When the Land Purchase Board recommended it to the Government of the day for purchase did they recommend it for a particular class of settlement?—For small settlement—the frontage in small areas and the rest in three- or five- or ten-acre blocks.

337 Speaking generally in regard to properties in that locality, were they pretty high at the time Nainai was purchased?—Yes, I think the price paid was not beyond the prices current at the time.

338. Do you know the present value of the Flaxbourne Estate?—No; I have not inquired.

339 *Mr Massey*] With regard to Nainai, has it been taken up?—I do not know The Land Purchase Board has nothing to do with land after it is purchased. It goes into the hands of the Lands Department, who administer it as they think fit.

340. Did the Land Purchase Board value it at first at £120 per acre?—Yes.

341 And afterwards they put it up to £150?—Yes, because the owner refused £120, and the Government were anxious to buy.

342 Do you know that it has been a dead failure?—It has never been tried.

343. Do you know there is not a single settler on it?—It has never been offered.

344. *Mr Buchanan.*] It has been stated that sellers to the Government always ask a long way more than the value of the land: do you agree with that?—I do.

345. It has been stated, too, that the Government are never offered land for settlement purposes at a reasonable value?—I do not agree with that.

346. Do you know a case in the Wairarapa where a block of 10,000 acres was offered to the Land Settlement Department at £7 per acre?—Yes.

347 Are you aware of the average price it has been sold at since after cutting up?—No.

348. Would you be surprised to hear that some of it sold as high as £12 or £13 per acre?—Yes, but it is in a very different state now

349. In what way?—At that time it was burdened with timber-cutting rights and other difficulties. I suppose you refer to part of Brancepeth?

350. I do. What were the difficulties in regard to it?—They were considered difficulties at the time. That was when Mr. McKerrow held office.

351 How do you know then?—I know from personal knowledge.

352. Of the state of the bush?—Yes, and from reading the reports at the time.

353. And you say the condition of the land for settlement then was not as favourable as afterwards, when it was sold at this price?—Not nearly as favourable.

354. Do you not know that timber-cutting was going on?—Yes.

355. Are you aware that good royalties were paid for the timber?—Yes, but they reserved the royalties. The royalties were not offered for sale.

356. How much timber was there on the estate at the time?—Several years' cutting.

357 Would you be surprised to know there was only eighteen months'?—I think it took longer than that. At any rate, it was considered a burden at the time.

358. In the case of the Carrington Estate, did the Government pay more for it when it was compulsorily taken than when it was offered to them previous to their deciding to take it compulsorily?—I think so relatively The owners retained the best of it.

359. Would you contradict the statement that it was considered by good judges that the estate gained something like £10,000 through the determination of the Government to take the land compulsorily instead of accepting the land at the offer?—I should be surprised to hear it. I do not think it is the case at all.

The Chairman: It is now a quarter to 10. How long are we going on?

Mr M Myers: The only other witness available to-night is Mr Wilson, but I think that in justice to my case I ought to call Mr Griffin before Mr Wilson.

Mr Skerrett The arrangement was that you should finish your case to-night.

Mr M Myers That I should go as far as I could. I asked that I should be allowed to take Mr Griffin and Mr Wilson on another day They are the only other witnesses on this charge.

The Chairman You ask, then, that further hearing of the case be postponed?

Mr M Myers Yes, till Friday; and I suggest, if I might, that the Hon. Mr Carroll or any one else whom the Prime Minister or any one else desires might be called in connection with Mr Kaihau's case to-morrow, and that the other cases against Mr Kaihau should be taken on Wednesday I think I can finish those cases on Wednesday morning, because the evidence must be short. Possibly we might get Mr Griffin here on Thursday instead of Friday, if we can communicate with him.

Mr Skerrett: I do not see why my learned friend should not go on to-night, and conclude the Flaxbourne case with the exception of Mr Griffin.

Mr Fraser Is Mr Wilson here?

Mr Skerrett: Yes.

Mr M Myers I think that in fairness to my case and also in fairness to Mr Wilson—because I know Mr Griffin's evidence—Mr Griffin should be called before Mr Wilson.

The Chairman You ask, then, that the case stand over till Friday?

Hon. Mr Millar: In other words, we are to keep Parliament sitting to suit Mr Griffin. Personally I object. Mr Wilson is a business man, and he is here; he has been here all day, and we should hear him now

Mr Reed How many more witnesses has Mr Myers to call in the Flaxbourne case?

Mr M Myers: In the Flaxbourne case only two—Mr Griffin and Mr Wilson.

Mr Skerrett May I remind the Committee that some opportunity will have to be afforded me and my clients to enter our defence? Apparently that peculiar circumstance seems to have escaped Mr Myers's attention and the attention of the members of the Committee.

The Chairman: No, no.

Mr Allen It is unfair to make that accusation against the Committee.

Mr M Myers I ask the Committee to consider the arrangement the Committee itself made, in consequence of which arrangement Mr Griffin was brought here. He was ready to give evidence, but was not called, and he is now filling an important judicial duty in Napier

The Chairman: Is it the desire of the Committee to continue now?

Mr Massey How long will it take us to deal with Mr. Wilson?

Right Hon. Sir J G Ward I should like to remind the Committee that to-morrow we are to have Dr Findlay and Sir George Clifford.

Mr M Myers My difficulty is that it may not be necessary to call Mr. Wilson after we have heard Mr Griffin's evidence. Therefore I should prefer to hear Mr Griffin's evidence first, so that I can then decide whether I shall call Mr Wilson.

The Chairman Gentlemen, does the Committee desire to deliberate? It is a matter for the Committee to decide, not for the Chairman.

Right Hon. Sir J G. Ward: I think the Committee should sit longer, and that we should take Mr Wilson's evidence now.

The Chairman The difficulty is that Mr Myers may not want him.

Mr M Myers I cannot make up my mind until I have heard Mr Griffin's evidence.

Right Hon. Sir J G Ward It is perfectly well known that the end of the session is approaching This inquiry is going to cost thousands of pounds, as it is possible it will hold up the Parliament of the country for another week or two—because we cannot prorogue until this inquiry is ended.

Mr M Myers If we had known in time that the Committee was going to sit to-day we could have had all the evidence ready in the case against Mr Kaihau, and could have got through a good deal more work. It certainly is not my fault that the witnesses are not here.

Right Hon Sir J G Ward If Mr Griffin's evidence is to be taken on Friday, and if Mr Wilson is to give evidence at all, surely he can be heard to-night, and then he can be called again if necessary after Mr Griffin. But let us get something else done to-night.

Mr M Myers But why should my case be prejudiced, perhaps, through no fault of my own?

The Chairman: We have summoned Mr Wilson for you as one of your witnesses. Will your case be prejudiced by calling one of your own witnesses?

Mr M Myers As you know, one very often calls a number of witnesses, but one may or may not require them all. You take them in your own order, and you may not require them all. That is a common occurrence.

Mr Fraser May I point out one thing? When Mr Griffin was here and when Mr Myers wanted to take his evidence, he was not allowed to do so. I do not say Sir Joseph Ward was wrong at all—I am not sure, perhaps, that he was not quite right—but he objected very strongly to Mr Griffin's evidence being taken without the other witnesses in the case being taken simultaneously Now, assuming Sir Joseph Ward was right in that position, surely we are not going back on it, and are not going to force Mr Myers to take a witness he does not wish to take before the rest.

Right Hon. Sir J G Ward What I said upon the last occasion was that Mr Griffin should be kept here. What I objected to was taking an isolated witness in a particular case without that case being opened in the ordinary way I said at the time that after hearing Mr Griffin's evidence one might require to cross-examine him after hearing the other witnesses. I was never agreeable to Mr Griffin going away

Hon. Mr. Millar. Mr Myers is raising a very important point. He says of the principal witness, and of the man against whom the charge is made, practically, that he does not know whether he will call him or not.

The Chairman: The matter is in your own hands to decide. It is for the Committee to decide.

The Committee then deliberated.

The Chairman Will somebody move a motion?

Mr Fraser I say, as a matter of fair play, if one side is not allowed to examine a witness when he has him here—I refer to Mr Griffin, and I do not say there was anything improper in refusing Mr Myers permission to examine him then—then it is hardly fair to compel him now to go on and examine another witness, who he says may prejudice his case. This is a matter that is bound to be commented on afterwards by the outside public.

Hon. Mr Millar I do not see how it can possibly prejudice his case at all. When Mr Griffin was here the other day this case had never been opened at all. It had to be opened in the proper form. If you call Mr Griffin, his evidence, we all know, can only be on the question of the valuation of Flaxbourne. That is the sum total of his evidence.

Mr Fraser I cannot tell you

Hon. Mr Millar It cannot be anything else. Supposing Mr Wilson has been accused, and Mr Kennedy Macdonald, his partner, of having got an undue payment, do you mean to say, that charge having been made, that this Committee is not going to call him as a witness.

Mr Fraser: Of course.

Hon. Mr Millar. But Mr Myers says he cannot give us his assurance that he is going to call him as a witness. I will move that the Committee proceed to take the evidence of Mr Wilson, and that Mr Griffin's evidence be taken on Friday If Mr Griffin's evidence affects Mr Wilson, then that is Mr Wilson s lookout, but it cannot possibly prejudice Mr Myers's case that an improper payment has been made to Mr Wilson. I therefore move, That we now proceed with the case, and take the evidence of Mr Wilson

Mr Reed: I second the motion. It appears to me, in view of what Mr Fraser has said, it was the wrong time to have asked for Mr Griffin's evidence to be taken last week.

Mr Fraser So is this the wrong time for the other

Mr Reed No, because one can adjourn the taking of evidence quite easily That is done frequently But to take a witness out of the sequence altogether and plump him down upon a matter we know nothing at all about is unreasonable, and would put us in an absurd position as a Committee. We should not know how to cross-examine him. But postponing his evidence is a different matter altogether, and cannot possibly prejudice the prosecution.

Mr A M Myers I strongly support the motion I think we have subordinated our own interests to the interests of others. I do not think a Committee of Parliament, sitting at the end of the session, has any right to delay matters as we have been doing. If it is true, as stated, that this Mr Griffin was in attendance, and we were all agreed it was not right at that time to open the case and take his evidence, why should he go away and attend another Court when we are all here waiting? We make a special sitting to-day, and are prepared to go on to all hours, and at 10 o'clock to-night we are asked to adjourn, though we are not very much further forward than we were on Friday I think it is very desirable we should lay it down that our proceedings must not be delayed. I notice there is a tendency all the time to excuse witnesses. I take it for granted this is a high Court, and the interests of this Court are of primary importance. I trust we shall be able to proceed as fast as we possibly can to-night, otherwise I am not sure we shall get through our deliberations for weeks. Mr Skerrett has several witnesses, and I want to know where it is going to end.

Mr Buchanan The consideration that strikes me is this If Mr Myers's case, in his opinion, is liable to be prejudiced by refusing the sequence he wants for his witnesses, I should be sorry to see the Committee take up that position.

Hon. Mr Millar: Can it prejudice his case?

Mr Buchanan: I am not in a position to judge.

Right Hon. Sir J G Ward As a matter of fact, we ought to go on We have specially adjourned the House for a whole day to enable this Committee to sit.

Mr Massey: I am anxious to get on with the work, but I want to do what is right.

Mr Buchanan Who allowed Mr Griffin to go away?

The Chairman My wire to Mr Griffin was as follows: 'You must attend on Friday, 11th November'' He came down here, and he was not called. I told Mr Myers, through the Clerk, that it was not permissible for him to go away I said I could take no responsibility for Mr. Griffin going away That is the position. He has gone. The Clerk rang up Mr Myers, and the reply Mr Myers gave to the Clerk was that he was not Mr Griffin's keeper, and that he was going.

Right Hon. Sir J G Ward: Before the question is put, Mr. Chairman, I want to say I am not going to vote. I have had nothing whatever to do, as a member of the late Ministry, with the acquisition of the Flaxbourne Estate, but as the charge is made against the late Government, of which I was a member, and as it might be open to the suggestion that I was sitting in judgment indirectly on myself, I am not going to take any part in the deliberations of the Committee on this matter Therefore I will abstain from voting on this question

On the question being put, a division was called for

Ayes, 5.—Mr Graham, Mr Hanan, Hon. Mr Millar, Mr Myers, Mr Reed.

Noes, 4.—Mr Allen, Mr Buchanan, Mr Fraser, Mr Massey

And so it was resolved in the affirmative.

The Chairman The Committee has decided that we continue to hear the charge against the Government.

ALEXANDER LORIMER WILSON sworn and examined. (No. 28.)

1 *Mr. M Myers*] You are an auctioneer and land agent carrying on business in Wellington?—Yes.

2. In 1903–4 were you a partner of Mr Kennedy Macdonald?—Yes.

3. Was he then, as he is now, a member of the Legislative Council?—Yes, he became a member of the Legislative Council in June, 1903.

4. And you remember his acting as an assessor in the Flaxbourne case?—I do.

5. Do you remember going over to Flaxbourne in the month of December, 1903?—Yes.

6. Have you any diary in which is entered your movements for that month?—No; I do not keep a diary.

7 Will you be good enough to say when it was you were instructed to go over to Flaxbourne?—Some time in 1903—about the middle of the year—the Government wrote to me asking if I could act as assessor for the Government in the Flaxbourne case, in which a claim had been brought by the Clifford Bros. I wrote replying that I would be agreeable to act as assessor, and stated what remuneration I expected—namely, ten guineas a day and expenses.

8. You were not, however, appointed?—No, it was eventually decided that Mr Macdonald should act as assessor

9 Decided by whom, or in what way?—It was eventually agreed by the Government and Mr Macdonald that he should act as assessor

10. Did he speak to you before accepting appointment as assessor?—Yes.

11 Then you are quite right to give that explanation, but it is not an answer to the question I put to you, which was, when were you instructed to go over to Flaxbourne?—Either at the end of November or early in December

12 That, then, was some months after Mr Macdonald had accepted appointment as assessor?—I cannot tell you how long.

13. He accepted the appointment in August?—I do not know the date, but it was some little time afterwards.

14. Who instructed you to go over?—I think the instructions came from Findlay, Dalziell, and Co.

15 Were they in writing?—I do not think so. I can find no trace of writing about it.

16. Did Mr Macdonald know you were going over there?—Yes.

17. You went over?—Yes.

18. And you sent in a voucher some little time later for £165?—Yes.
19 You say you have no diary, but are you able to tell us when you left here to go to Flaxbourne?—I went over on the Thursday or Friday, and I got back to my office on the following Monday week.
20 Do you remember on what day you arrived at Flaxbourne?—Friday or Saturday, I think, but I would not be sure.
21 Do you think it could be Sunday?—It might have been Sunday
22. Do you remember how you got out there: did you drive out?—Mr. McCallum drove me out.
23 If I can show by other witnesses that it was Sunday when you got there, are you able to dispute that?—No, it might have been. I should not like to say It was a long time ago, and you do not keep these things in your mind.
24. Who was in charge of the Government camp at Flaxbourne when you got there?—There were several.
25. Do you know Mr Griffin?—He was in charge, I think.
26. Do you remember how many people there were employed then by the Government inspecting for the purposes of valuation?—There must have been fifteen or twenty.
27. Do you remember whether you were able to get a horse when you first went there?—Yes, I got a horse and I went out the first day
28. Would that be Monday or what day?—I think rather it would be on Sunday I am pretty sure I was out on Sunday
29 Do you remember what you did on the Monday?—I think I was out on Monday too. I was out every day excepting one day, when Mr Griffin would not give me a horse. They looked upon me as a kind of spy, for some reason or other I do not know why, but they were none too friendly at first. After that Mr Greville, the Government surveyor, gave me every information he possibly could. I cannot say that Mr Griffin did that.
30. Did you go over the buildings and houses at Flaxbourne?—Yes.
31 How long did that take you?—On the day Mr Griffin would not give me a horse he asked me if I would mind valuing the buildings. I went over the buildings, and I valued them as well as one could in a rough-and-ready way That took me only a portion of the day The rest of the day I went and viewed one of the blocks.
32 On horseback?—No, on foot.
33. You say about fifteen or twenty men were there when you arrived?—Yes.
34. Had they been there for some time, so far as you could ascertain?—No, some of the men had just got there.
35. When you left were they still all in the camp at Flaxbourne?—No; Mr. Griffin wanted to go to the Blenheim races, and we all came away that day.
36. But do you know if they went back?—I do not think so. I understood they had finished.
37 What day do you say you left Flaxbourne?—On Saturday
38. And you got back to Wellington on the Sunday?—I was back at my office on Monday morning.
39 So you were over there from Thursday or Friday until the following Monday week?—Yes.
40 And you say you were at Flaxbourne from probably Sunday, but you are not quite certain, until the following Saturday?—Yes, I was there a whole week. I am quite sure about that.
41 What was the area of the estate you had to value?—Fifty-seven thousand acres.
42. Did you go over it all?—No, it takes a lot of getting over in a week, but I inspected it as well as I possibly could when I was there.
43. How much of the 57,000 acres do you think you went over?—A good part of it. A portion of the Hungry Hills I did not get over
44. Some of it is rough country?—Yes, but we were all fairly high. I was up the Dog Hill one day, and that was quite high, and I was on Lord Western another day
45 Did you make a report?—Yes, a confidential report.
46. To whom?—I gave it to Dr. Findlay I was asked to make a special confidential report on the valuation of Flaxbourne, irrespective of Cliffords, or the Government, or anybody else. It was to be confidential, and to be handed to Dr Findlay, and I handed it to him.
47 Have you a copy?—Yes.
48. Here?—No; Dr Findlay has the copy.
49 When did you give it to him?—A long time ago.
50. The copy or the original?—The original.
51 I asked you if you had a copy?—I can get a copy
52 Have you it here?—No, but I can get it. I have a copy of Flaxbourne in my pocket, but it is not a complete copy
53 Was it a written report?—Yes.
54. How many pages?—Well, every acreage was shown in every block, and classified as well as I could do it into first-, second-, and third-class land, and every block was valued, and the figures were carried out until I got the total at the end.
55. Were you called as a witness?—No. I think Sir Robert Stout shortened the proceedings somewhat, and did not want to hear more evidence.
56. Were you over there?—No, I was ready here if wanted.
57 The first hearing was before Mr Justice Cooper?—Yes.
58. Were you called as a witness at any hearing?—No, because my partner was assessor, and I said I would never give evidence again where my partner was an assessor. That was probably afterwards: you remember the case.

59 Was it not in December, 1903, when you came to that conclusion?—Yes, on this occasion. Mr Macdonald and I discussed the question as to whether I should give evidence or not, and we thought it was better I should not give evidence unless particularly wanted.

60. Did Mr Macdonald determine the question as to whether you should give evidence?—No, I determined it myself.

61 Can you say what was the necessity for a report of that kind if you were not going to be called under any circumstances to give evidence?—That was not a question for me; that was a question for the Government or Dr. Findlay

62. Did Dr Findlay know that you had determined not to give evidence—that you had so arranged with Mr Macdonald?—That I cannot tell you. I do not remember

63. Well, you got paid your £165?—Yes, I took good care of that.

64. That was paid in April, 1904?—I think, at the end of March or the beginning of April.

65. Where did that money go?—I got it.

66. Where did it go?—I think I cashed it.

67. Where?—I cannot tell you, and I cannot find any trace of it.

68. What did you do when you cashed it?—I made good use of it.

69. Where do you bank?—At the National Bank.

70. Did you pay the cheque into your banking account?—No.

71 What did you do with the money when you got it?—I cannot tell you. I got the cash, and just what I did with it I cannot tell you, but it did not go into my banking account. I must have put it in another direction. I may have given it to my wife.

72. Did anybody else—did Mr Macdonald get any of it?—I do not think so.

73. What do you mean when you say 'I do not think so''?—Well, because there was an arrangement that all Government moneys were to come to me. It was drawn up in a deed.

74. We may have deeds, but we may or may not carry them out: was that arrangement carried out?—The money was mine, and came to me.

75. When I asked you whether Mr Macdonald got any part of it why did you say, "I do not think so''?—I do not think Mr Macdonald got any of it. I do not remember for a moment. I do not know why he should.

76. Why was not your cheque put into your banking account. is that not the ordinary course to adopt?—I told you in the Leigh case. When the cash came in I divided it up, and I took my half and he took his.

77 Did that not happen in this case?—No.

Mr Skerrett Is this cross-examination of his own witness to go on?

Mr M. Myers: I am forced into the position I explained to the Committee the position I was in, and I had my reason for it, and this is the reason: If I had called Mr Griffin first, I might not have called Mr Wilson at all, and then I could have cross-examined him when he was called.

The Chairman: Mr Griffin cannot speak as to the payment that took place between Mr Macdonald and Mr Wilson.

Mr M Myers: In all probability I should not have found it necessary to call Mr Wilson, and I desire to point out that the Committee forced me into the position of calling him.

Witness: I will tell you this: If I had given Mr Macdonald the half of that cheque I should come here and tell you so straight.

78. *Mr M Myers.*] If you had a private banking account and you got a cheque like that, what was your reason for not paying it into your banking account?

Mr Skerrett: I object to the question.

The Chairman It is cross-examination of your own witness.

Mr Skerrett: A definite answer has been given over and over again.

Mr M Myers I have not got a definite answer Do you rule, Mr Chairman, that I am not to put the question?

The Chairman I rule you are cross-examining your own witness.

Witness: I have been to the bank, and I have asked them to search, and they state that cheque was not paid into my account. I must have cashed it. I cannot tell you more than that.

79 *Mr M Myers.*] I am not disputing that. Do you remember certain proceedings in the Supreme Court in August, 1904, to upset an award where Mr Macdonald had been an assessor, and where the assessors had disagreed, and the Judge had fixed the payment, and where you had prepared the case for the claimants?—Yes.

80. Do you remember saying in that case, in August, 1904, that all moneys which came into the firm, whether they came to you as a witness or to you as having prepared the case for the Assessment Court, or to Mr Macdonald as an assessor, were all divided between you and Mr Macdonald?—Yes. I think that is quite right. He was my partner, and he had a right to share it. That case was a question of commission, you remember—there was a commission depending on the result of the award.

81 And your commission had been divided?—That went to the credit of the firm.

82. And Mr Macdonald took his share?—Yes.

83. That was in August, 1904, and this payment to you was made at the end of March or the beginning of April, 1904?—Yes.

84. Do you know that Mr Macdonald wanted £600 from the Government for his services as assessor in connection with the Flaxbourne Estate?—I knew he made a claim against the Government for his services.

85. Supposing he had got that £600, would you have expected to divide it with him?—I think I should like to get a share of it.

86. You would have expected to do so as a partner?—Why not?

87 *Mr Skerrett.*] My learned friend, Mr Myers, referred to some evidence you gave in a particular case?—Yes.

88. That evidence related to the division of commission earned by yourself for the preparation of a case, one of the assessors having been Mr Macdonald?—Yes.

89 My learned friend was careful not to point out that that case did not relate to Government business at all?—It did not.

Mr M Myers Did I say it did, or did you suggest it?

Mr Skerrett You left the impression that it did.

Mr M Myers Nonsense.

90 *Mr Skerrett*] That case did not relate to Government business, but to an ordinary private business firm?—Yes.

91. And I think in that case two Judges of the Supreme Court held that your arrangement with Mr. Macdonald did not afford any ground of bias on the part of Mr Macdonald as assessor?

Mr M Myers: That is not correct. The case to which my learned friend refers is a reported case, and speaks for itself I think the Committee will find that my learned friend is putting the matter wrongly to the witness. What the Court held in that particular case was that the arrangement made between the partners was not sufficient to upset the award, because it was not an award of the Court, but an award of the President. The Judges, however, went further, and said that if it had been an award of the Court the award could not have stood.

Mr Skerrett: I will refer the Committee to the report. I only looked at it quite cursorily, and my reading does not support Mr Myers's statement.

92. *Mr Skerrett.*] At any rate, in that case the assessment was upheld?—Yes.

93. Did not the learned Judges explain in their judgment that the very basis of the Assessment Court contemplated by the Public Works Act made each assessor an advocate for the claimant or the respondent respectively?—Yes.

94. And that he was not sitting as a Judge?—No; as an advocate to get the most he could for his client.

95 And did not the Judges expressly say so?—Yes, Judge Denniston said so.

96. I want to ask you one or two questions as to your competency as a valuer What is the general class of Flaxbourne—bush land?—No; open tussock land.

97 Have you had great experience in that class of land?—I have pretty well lived amongst it since I came to the colony in 1861 I lived on the tussock land for many years. I am of a farming family, and was brought up on a farm; and from 1879 to 1890 I was actively engaged on valuation of land and in conducting stock-sales as a member of the firm of Wilson, Taine, and Co.

98. So you have special knowledge of tussock country?—Yes, I think I have.

99 Have you made valuations of many large estates in New Zealand?—I made a special valuation of the whole of the New Zealand Agricultural Company's land at Gore, at the request of my old friend Mr G M Bell, of Wantwood Station, Southland, and I gave evidence in that case in Bell *v* Clarke.

100. What were you paid in respect of your services as a witness in that case?—I cannot quite remember, but I think my fee was ten guineas a day It was nothing unusual for me to get that when I was there.

101 Have you got that fee in Wellington?—Yes, I got it the other day

102 What other properties did you examine?—I think I was all over Southland. I valued Southland from end to end. I owned some properties there too.

103. How long have you been professionally engaged in the business of valuing country land?—Thirty years.

104. Is it true that your experience is confined to suburban and town properties?—Oh, no! Since I came to live in the North Island I have sold and valued farms in the Manawatu, up in the Wairarapa, through Hawke's Bay, and right into the Auckland Province, and some of them big properties too.

105 Have you acted as assessor in many compensation cases?—Oh, yes! And prepared a good many for clients and solicitors. I have had more experience of the Compensation Court than most men.

106 You spoke of some of your work having been taken up for solicitors?—Yes, they generally come to me in trouble. I was a director of a frozen-meat company in Southland for a number of years. I think Sir Joseph Ward and I sat there together

107 Prior to your visit of inspection to Flaxbourne, had your time in Wellington been occupied in connection with this Flaxbourne property?—Oh, yes! months before I went to Flaxbourne it was on the board, and I was looking up maps and doing other work in connection with it, and I was also asked by Dr Findlay to find him witnesses for Flaxbourne, and it was suggested at one time I should take an active part in getting it ready It did not come off, but I found witnesses for the Crown one of them was Mr McNaughton.

108 Did you suggest any other witnesses to the Crown?—Yes: Mr George King, of Christchurch. I arranged for him, and the names of several others I gave to Dr Findlay I do not know whether they were called or not.

109 Before going on your visit of inspection to Flaxbourne did you examine maps in reference to Flaxbourne?—Oh I fortified myself to know what sort of country I was going through.

110. You told us that the time occupied by you in your examination of Flaxbourne was sufficient to enable you to make a thorough examination of the property?—I made as good an examination of the property as a man could in the time.

111 Is it necessary to go over every acre of the property?—You can stand on the top of a hill and see the country, and you can estimate the stock it can carry, how to subdivide it, and what it is worth.

112. I think Flaxbourne divides itself into characteristic blocks of country?—Yes, it will subdivide.

113. You can tell the general character of the country without going over every acre?—Yes.

114. When you came back did the preparation of your report occupy some time?—It took me some days. I was engaged three or four days—perhaps more. It had to be carefully checked; every figure had to be correct, and copies had to be made and so on, to make an accurate report.

115. Now, your voucher says a fee of £165 was the fee agreed on?—Yes, it was.

116. Who was it that it was agreed with?—I think, Findlay, Dalziell, and Co.

117 You had no recollection as to whether you had or had not paid this cheque into your banking account?—I had no recollection.

118. You have made inquiries and find you have not?—Yes.

119 And the conclusion you have come to is that you must have cashed the cheque?—Yes.

120. You say that that amount went into your own pocket or for your own purposes, and not into Mr Macdonald's pocket or for his purposes?—I have not the faintest recollection of giving Mr. Macdonald anything. I have been through Macdonald, Wilson, and Co.'s books, and searched to see whether it went through, and I can say that I found no trace of it.

121 *Right Hon. Sir J G Ward.*] Mr. Wilson, was any arrangement made with you by any member of the then Administration—the head of the Administration or any other member of the Administration—that you were to receive a fee for division with Mr. Macdonald?—No.

122 Did any discussion of any kind upon a point of the sort take place between you and any Minister?—No.

123. *Hon. Mr Millar*] I think you said you got Mr King to come as a witness from Christchurch?—Yes.

124. Do you know what fee he received?—He received a retaining-fee of fifty guineas and so-much a day, but just how much he got I do not know He told me he had a retaining-fee of fifty guineas and so-much a day

125. For that he would get altogether about £208?—I do not know the amount.

Mr Fraser One hundred and fifty-seven pounds.

126. *Hon. Mr Millar*] And that is for a valuation report?—For a report.

127 You had nothing to do with the engagement of Mr Wachsmann?—No; but I got Mr McNaughton. He was an experienced man; he had been managing in Otago for Dalgety And with him I collaborated.

128. You said Mr Griffin, who was in charge of the camp, did not render you any assistance?—He did not seem too sociable. Mr Greville gave me good assistance.

129. Mr. Griffin being in charge of the party, you naturally looked to him for assistance? Yes.

130. He was Government Valuer?—Yes, but Mr Greville gave me the information.

131 *Mr Allen.*] Was the agreement made with you by Dr Findlay to pay you so-much per day?—No; I think, a lump sum. It is a long time since, and I do not want to make sure.

132. Was the lump sum to include expenses?—Yes, and the work I had done before.

133. Can you recollect the date on which you started to go over Flaxbourne? You said Thursday or Friday?—I have not the date. I severed my connection with Macdonald, Wilson, and Co. The old firm is extinct. Mr Macdonald has everything, and I have no access to the papers.

134. Was it December?—Yes, I am sure it was December

135 Was it long after you got your instructions?—Not long after

136. Then, with regard to this cashed cheque, you said you did not directly hand any of it to Mr Macdonald?—No.

137 Do you know whether, directly or by any other means, any portion of it went to Mr. Macdonald?—No. If I had any recollection of handing him any money I would tell you so.

138. You do not know what you did with the £165?—I must have done something with it. I made some use of it.

139. You mentioned having given some part to your wife?—I may have given her some of it.

140. You do not know whether Mr Macdonald got any of it indirectly?—No, directly or indirectly, I do not know.

141. There was no arrangement between you and him that he was to get any of it indirectly?—Oh, no! I do not think so.

142 You do not think so?—There was no arrangement within my recollection

143. You are quite sure?—I say, within my recollection no arrangement was made with Mr Macdonald to give him half.

144. Or any other portion?—As far as I know he got none of it. I have searched the books, and can find no trace of his having got it.

145. Do you think it likely that it has gone through the books?—Apparently it has not gone through the books or through my account.

146. Do you think it likely it would go through the books?—No, I do not think it would. I remember getting paid the amount. I went down and got a cheque from the Treasury

147 *Mr Fraser*] You were asked the question by Mr Myers whether you had paid this cheque into your private banking account?—Yes.

148. You said no?—It has not gone in there.

149 Did you pay it into the firm's banking account?—No, I have not searched the firm's banking account.

150. I presume the firm's banking account and yours are two different things?—Yes.

151 Did you pay that money into the firm's banking account or not?—No, I cannot find a trace of it. I have searched the cash-book and ledger, and there is no trace of it.

152 Does the pass-book not show it?—I have not looked at the pass-book.

153. You have no recollection?—If I paid it into the firm it must be in the cash-book. I could not find it anywhere.

154. Did you cash the cheque yourself?—Must have done. I do not know what else I could have done with it.

155. I do not want to ask you what you have done with it; that is your business?—I would tell you if I knew

156. I do not want to ask. If you had intended to pay Mr Macdonald his share, naturally you would have paid the money into the firm's account?—Yes.

157 You were in partnership with Mr Macdonald at the time?—Yes.

158. Was it the practice to do work on your own separate account and keep the proceeds to be paid for such work?—No.

159 It was not your practice?—No.

160. Why did you depart from that practice on this occasion?—It was a Government matter

161 Then, it was the practice of your firm, wherever you did business for the Government, it was private?—Yes, there was a deed drawn up. When Mr. Macdonald was made a member of the Upper House he took the fees he received from that office, and the Government fees came to me. That is the deed that was drawn up

162. That was to prevent the possibility of Mr Macdonald being charged with participating in Government moneys that you received?—I suppose so; I do not know That deed was drawn up, anyway

163. *Mr Reed*] Was this £165 the total amount you received in connection with this Flaxbourne business from the Government?—Yes, all the money we received that I know of

164. All the earnings of the firm, Mr Wilson, pass through the firm's account, I presume?—Yes. There were some exceptions. In the Leigh case, that never passed through the books at all. I gave that evidence here the other night. It was divided, and never went through the books at all.

Mr Massey It was not here.

Right Hon. Sir J G Ward The other Committee in this room.

165. *Mr Reed*] However, the profits of the firm outside this pass through the firm's books?—Yes.

166. And you say you could find no trace of this transaction passing through the firm's books?—I found no trace—and I have looked.

167 Were you an equal partner with Mr Macdonald at that time?—Yes.

168 Had the two of you equal shares in the company?—It was a private firm. We were equal partners.

169 Were there any other partners?—No.

Mr M Myers It was a firm, not a company, then?

170. *Mr Reed*] Then, really, repeating the question put by Mr Fraser, if it had been intended that Mr Macdonald should participate equally with you in this transaction, the money would have gone through the firm's books?—Yes, in the ordinary way

171 You are not a partner now of Mr Macdonald's?—No.

172. You are in opposition?—We are in opposition nearly three years.

173. So you are quite independent in giving your evidence?—Quite, it is no concern of mine.

174. *Mr Buchanan.*] Can there be any reason, other than that Mr. Macdonald was not to participate in the £165, why you did not put the money through the firm's account?—I do not know, Mr Buchanan I can hardly answer the question It is a long time ago. I can say I can find no trace of it.

175. Would that not be the only reason you did not put it through the ordinary account?—The reason would be that I was to get the money, and he would not. I got the money, as a matter of fact.

176. Can you not, then, give a positive answer that Mr Macdonald never participated in a single copper of the £165?—As far as I am aware I do not think he has ever participated in it at all. If I did know I would tell you.

177 Can you not give a positive answer?—I should like to give a positive answer, but I do not like to be so sure of that which I am not sure about. I am going no further than my recollection.

178. You were asked by the Government for a confidential report?—Yes.

179 That would mean, would it not, that the utmost care was to be taken in examining the country and fitting yourself to make this confidential report?—Yes, that is so.

180. You state that you have had varied experience in the management and occupation of land, and the valuing of land and so on?—Yes.

181 I suppose that was the reason for the Government asking you to make this confidential report?—That is so. Dr Findlay got the idea that it was tussock country, and he knew that I was accustomed to such country

182 What tussock country have you been accustomed to down South?—All over Southland.

183 What portion?—Oh! all over it. I took part in a stock and station business there, and this took me all over the place.

184. You are not quite sure whether you arrived at Flaxbourne on a Sunday or on a Monday?—The question at issue is, did I arrive on the Saturday or Sunday Mr Myers says, "Would it have been Sunday" I said, "I am not too sure it may have been Saturday or Sunday"

185 It may have been Monday?—No, I am quite sure about that.

186. You left on the Saturday?—No, I left before that. I left on Thursday or Friday

187 Are you quite sure of that?—Yes.

188. Would that mean you were only there for Monday, Tuesday, and Wednesday?—No, I should be in Blenheim, perhaps, by the Friday, and should not get to Flaxbourne till the next day I was there Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, and got back to Blenheim, I believe—I am pretty certain—on Saturday night.

189. That would mean having five days at your disposal?—I should have five clear days.

190. Do you think you used one of these five days by going on foot to inspect the block?—No, I valued the buildings one day On my return I inspected about the paddocks.

191 You had four days to inspect the rest of the block?—Yes, four or five days.

192. I want a careful answer to this question: From your experience of valuing over country, do you mean to tell the Committee that four days was enough to do justice to such an important work?—No, I do not say so. With your experience you would not believe me if I did say so. I said I made such an inspection as would enable me in the time at my disposal to give a good report. I made notes as I went over the country, and scheduled them out in the tent at night, taking the areas from the map. Mr McNaughton, Mr Edward Kenny, Mr David Dick, late Government Valuer, and myself collaborated together, and in the tent at night we worked out the details, and each of us set down what he considered was the fair value of every block, and its carrying-capacity

193. Was there any necessity for you going back so quickly? Was there any compulsion upon you of any sort to devote only five days to the valuation?—Well, my business was calling me home, and that is more important than a valuation of Flaxbourne. And not only that, but Mr Griffin broke up our camp, and moved us up to the Haldon blocks. And that day he left us.

194. Should I be right in saying that the result of what you have replied to the Committee was that your valuation, costing £165, was a very imperfect one?—No, I do not say that; I do not admit that.

195. Do you not admit that four days did not enable you to do justice to the property to be inspected? "Full justice" was your expression?—Yes, full justice.

196. Well, anything like justice?—I think full justice was just about impossible. I could not do full justice in the short time at my disposal.

197 *Mr Graham.*] As a general rule, have you a good memory in connection with business matters?—Yes, it is fairly good in regard to particular matters.

198. You remember being engaged to make this valuation and report?—Yes.

199 You remember you were to get £165 for it?—Yes.

200. Do you remember getting the cheque?—I do.

201 Do I understand you do not remember cashing it?—No, I cannot remember cashing it.

202. You do not remember what became of it?—No, I do not.

203. You do not remember whether you cashed it or not?—I must have cashed it.

204. But you do not remember doing so?—No; but it did not go through my books or the firm's books.

205. You do not remember what you did with it?—No.

206. Did you do this business as a member of the firm to which you belonged, or on your own account?—The cheque came to me, and I handled it myself

207 But did you do the business on behalf of the firm, as a member of the firm, or did you do the business for yourself?—Well, the business was done in my name and the money came to me, and I took possession of it.

208. Did you go there, as a member of the firm, to do this business on the firm's behalf or as a private individual?—I could not do it on behalf of the firm, because the firm was precluded owing to Mr Macdonald's position as a member of Parliament.

209. You did it for yourself?—Yes. I had to be careful. There was a distinct arrangement that the money should come to me.

210. Although it was £165 earned in nine days, and you got the cheque, you do not remember if you got the money?—If I got the cheque you may be sure I got the money

211 But you do not know what became of it?—I can find no trace of it, it did not go through my banking account.

212. Then your memory is not good in this case?—No. I am telling you what I know, I cannot tell you more. I do not know what became of the money

213. *The Chairman.*] If it was the firm's business, would it have gone through the firm's books?—Yes.

214. Did you treat it as a private transaction of your own—as private work?—I think so.

215. You know the charge that has been made in connection with this matter: [Charge read.] Is it true that you made simply a casual inspection?—I made as close inspection of the property as I could in the time.

216. Was it an empty formality?—No; I was inspecting it to arrive at a fair value of a large property in a large way

217 As far as your knowledge goes, you made this payment that you received, by way of subterfuge or device, with a view of indirectly remunerating Mr Macdonald?—Oh, no!

218. Or yourself?—No; the remuneration was nothing to the time Mr Macdonald took up in connection with the case. He spent a long time over it, in fact, I complained about it. He was away ten weeks, I think.

219 My question is about yourself I want to know this: Is it true, as alleged here, that you were a party to a fraud, a deception—that is to say, by making what was simply a mockery in the way of inspection of a property, and taking a fee in order that your partner might be remunerated for certain services for which he was not legally entitled to claim?—No. I made a good examination of the property, and earned my money well. I was ready to be called as a witness if I was wanted.

220. Were you asked by your partner to make the inspection?—No; I think I was asked by Dr. Findlay

221 Did you discuss the inspection with Mr Macdonald with a view to your getting remuneration for his services?—I must have discussed it in some shape, but not the remuneration He knew I was going to make the inspection.

222 My question is, did you and he discuss the question of you making a valuation of the property—a casual inspection—in order that you might get a fee to compensate him for services for which he could not legally claim?—Oh, no! that was never discussed.

223. Did you discuss it with any Minister?—No.

224. Or with counsel—Dr Findlay?—No.

225. *Mr Massey*] I think I heard you say that what happened in this instance, as far as the disposal of the money was concerned, was similar to what happened in the Leigh case: what did you say?—I said that all transactions did not go through the books; in the Leigh case, I said, the money was divided and never went through the books. It was divided between us in the Leigh case. We happened to be in funds, and did not want the cash, and split it up

226. Did you say that what happened here was similar to what happened in the Leigh case?—No.

227 In the Leigh case the money was divided?—Yes, the cheque was cashed and the money divided.

228. It was commission?—Yes.

229. Do you keep a private cash-book?—No; a bank-book, not a cash-book.

230. And did not at that time?—No.

231 *Right Hon. Sir J G Ward.*] In the Leigh case the commission received by your then firm was not paid to you by the Government?—Oh, no! it was not a Government thing at all.

232 The commission was paid by a private individual?—Yes.

233. It had nothing to do with the Government either directly or indirectly?—No, Mr Leigh paid it.

234. *Mr Massey*] On account of a sale to the Government?—Yes.

235 *Right Hon. Sir J G Ward.*] But nothing was paid by the Government?—No.

Right Hon. Sir J G Ward I do not know why Mr. Massey should suggest it.

236. *Mr Buchanan.*] Can you name the date on which you received the £165?—It was the end of March or the beginning of April. I have no books now; I am not a member of the firm, and have no means of finding out.

237 Could you state to the Committee positively that the transaction has not gone through the company's books—their bank-book, for instance?—I have searched the books and can find no trace of it, either in my own cash-book or their books.

238. Being able to locate the date or thereabouts, you would have no difficulty in making certain?—Well, no. I was not any too intimate with the books, but I made as good a search as I could. All Government moneys went to my credit.

239 *Mr Reed.*] You say that by your deed of partnership any payment for any work done for the Government went to you?—Yes.

240. In the case of the Leigh transaction did it go through the books?—No; each partner received part.

241 Have you ever valued property on commission in the course of your experience?—No; I have no recollection of it. It is against all rules.

242. In regard to hotel business?—Well, that is different, not in land—it is always for a fee or so-much a day

243. *Mr M. Myers.*] You said you got a fee of ten guineas the other day for one day's work: was it ten guineas for one day or ten guineas per diem?—I was asked to give a value of a property on the main street. I looked the property over for about a quarter of an hour, gave evidence, and got the ten guineas.

244. You made the valuation and got ten guineas?—Yes.

245 You say Mr McNaughton is an excellent man?—He is a man of long experience amongst stock.

246 And he is a good man in valuing land?—He knows country very well—tussock country particularly

247 What was he paid per diem?—I do not know, but he told me he did not get enough.

248. I think it was two guineas: do you know that?—It was more than that, surely

249. It was two guineas he got?—He was a farmer, he was modest.

250. Your fee was arranged at £165?—Yes, I think so.

251 Was that irrespective of the time you might be occupied in making the inspection and report?—No, it covered everything

252. Irrespective of the time you were occupied, no matter how long you were occupied, that was the fee you were to get?—Yes; but I had to furnish a complete report.

253 Supposing there was a week's rain when you went there, and you had to remain another week or ten days in consequence, you were still to get £165?—I think I should have made an appeal for more money

254. But your arranged fee was £165 Will you say on what basis it was made up?—No. I should say probably £150 for valuation and £15 expenses. But do not forget the work I did before I saw Flaxbourne.

255. You looked at some maps before going over Where did you see them?—In Dr Findlay's office, I think.

256. You are not sure?—I know I went over some Flaxbourne maps with Dr Findlay

257 How long did that take?—He lent some to me, and I may have had them for some days.

258. You say it took you three or four days to make up your report: do you mean full days?—Pretty well.

259. You have a copy of the report; I should like to see how long it is?—I can get it for you to-morrow morning

Right Hon. Sir J. G Ward Is it a confidential report?

Witness Yes, I forgot that it was confidential.

260. *Mr M Myers*] Well, the case is all over now what is there confidential about it now?—It is not a question for me, it is a question for the Department.

261 We shall probably not have the pleasure of seeing it?—So far as I am concerned I have no objection.

262. When you came away from Flaxbourne the camp remained, but was shifted to another block?—Yes.

263. There was nothing to prevent you staying to make your valuation?—Only this much: that there was nobody left; they all came away

264. For how long did they leave?—They had finished.

265. Why, then, did they put the camp on another block?—A new lot came along and began there.

266. Could you not have stayed and camped out?—I could have stayed, but business called me home.

267 The remuneration you got was unrelated to the time Mr Macdonald was engaged in the case?—Yes.

268. Is a fee of this kind, for the time you were occupied, a usual fee for a valuation?—It just means this If I went over to value a block like this, and put my knowledge into it, and make a complete report, I would not take less than ten guineas a day. It would pay me better to stop at home.

269 You have made inquiries at the bank, and cannot find the cheque?—Yes.

270. Have you got your bank-book here?—Yes, but I am not going to show it to you.

271 I should like to see what date you got the money Will you look at your book for a fortnight about that time?—I have no objection About what date?

Mr Skerrett I submit this does not arise out of your examination. I want to point out another matter: Mr Wilson apparently has no objection, but surely is it to be permitted—is it to be tolerated, that in a matter of this kind a man's private bank-book is to be examined by my learned friend or any member of the Committee? Surely that is a monstrous proposition—that a person who is only casually interested in the matter should require to have all his private affairs examined by counsel or any member of the Committee who chooses.

The Chairman I do not rule that.

Mr M Myers: I thought my learned friend was acting for Mr Macdonald. The witness says he has no objection.

The Chairman: He says he has no objection to certain dates.

Mr Reed: What is the object of Mr Myers's question?

The Chairman: The question does not rise out of any examination It is new matter, and Mr. Myers is asking me to put the question. The witness's answer is, "If you will indicate a date I will reply to you what payment was made."

Mr Reed: It seems to me the position is this: Mr Myers has got the answer from the witness. He has asked the question whether this cheque was passed through the witness's bank-book. The witness says "No, it was not." It is his own witness. But, apart from the question of examination in chief, he has his answer from his witness. Should the witness be asked to produce his pass-book for the purpose of enabling Mr Myers to see whether he is telling the truth or not?

Mr Massey: There is one thing that strikes me: If any good purpose is going to be served by examining a pass-book it is no good examining a private pass-book; it would neither prove nor disprove the charge. If we had the firm's pass-book we might know something more about it. This private book will not prove that he divided the money with Mr Macdonald.

Mr M Myers I do not know so much about that, It may or may not.

Mr Fraser. If it is not in the pass-book it confirms what he said, that he cashed it.

The Chairman The witness has sworn it has not passed through the book.

Mr M. Myers I grant that, but might it not be of some importance to find out whether any cash payments were made into the bank account on or about the date when the cheque was paid?

The Chairman: Is this with a view of throwing discredit on the evidence given?

Mr M Myers: May I respectfully submit it is absurd to say he is my witness?

Mr Skerrett You called him.

Mr M Myers: Of course, but this is an inquiry. This is not a tribunal where the strict rules of evidence can be adhered to.

The Chairman It is of a judicial character

Mr M Myers If strict rules of evidence are to be adhered to, they have not been so far

The Chairman: I am not going to allow blowing hot and cold. In some instances I have been asked to rule, and have ruled, in accordance with the laws of evidence in a Court of law I have upheld objections from you and Mr Skerrett in this direction, and it is my duty to continue to do so.

Mr M. Myers Do I understand you to rule that, if I asked this question in a Court, where a witness had been given notice to produce his book, I should not be allowed to ask the question?

The Chairman: He is your witness. He has already stated to you that he paid no amount into the bank, and paid no cheque into the bank, and that no payments have gone into the bank in connection with any sum he received from the Government. That is his statement. If you

want him to produce his bank-book with the view of discrediting him, you are cross-examining your own witness.

Mr. M. Myers: He had not said he made no payments into his account; he said he paid no cheque into his account.

The Chairman: Well, ask the witness.

272. *Mr. M. Myers.*] Have you any objection to saying what payments were made into your account in or within a week after the 15th April, 1904?—I have no objection to answering that question.

273. *The Chairman.*] Have you made any payments into the bank at that time?—The only money paid in in April, 1904, is shown here—the sum of £25 on the 30th April. That is house allowance, really.

274. *Mr. M. Myers.*] Is this your only bank account?—Yes, with the exception of a small account in the Post-Office Savings-Bank.

275. *The Chairman.*] Is this your signature to this voucher [produced]?—Yes.

276. What is it for?—A special valuation of Flaxbourne, £165. It is signed "A. L. Wilson. 15/4/04."

277. If the amount had been received on behalf of the firm, how would you have signed it?—"Macdonald, Wilson, and Co."

The Chairman: Unless the witnesses are called they cannot get their expenses. It will be for the Committee to consider the question.

Right Hon. Sir J. G. Ward: I think the Committee ought to have the names of all the witnesses who are to be called by Mr. Myers.

The Chairman: Have you any more witnesses, Mr. Myers?

Mr. M. Myers: I desire to call Mr. Griffin, and should like to call him on Friday.

Mr. Fraser: It is a most mysterious thing about Mr. Griffin. This Committee has the right to demand the presence of any witness, and he has to give up every other thing to attend to it, and we can insist on it; yet we do not. Some absolute reason should be given for his absence. No reason has been given.

Mr. M. Myers: I do not know whether Mr. Fraser was here when the reason was given. The reason is this: Mr. Griffin is engaged upon an arbitration in Napier—a big arbitration case—as arbitrator. The case has been adjourned two or three times. I understand it is fixed for a definite date—to-morrow—and the parties are not prepared to adjourn it further. If he had come down it would have meant that the case would have had to go on without the person who nominated him having an arbitrator. It is a claim by a landlord against a tenant for about £1,900. It is a private arbitration case.

Right Hon. Sir J. G. Ward: And the whole Parliament is stuck up over it.

The Chairman: It is for the Committee to say whether they are going to adjourn to meet the convenience of this witness, who should have remained and been in Wellington to give evidence.

Hon. Mr. Millar: We shall have to adjourn till to-morrow anyhow.

Mr. A. M. Myers: It is treating us almost with contempt.

Right Hon. Sir J. G. Ward: I move that a telegram be sent to Mr. Griffen asking for an explanation as to the cause of his not being here.

Motion agreed to.

REMANA NUTANA further examined. (No. 29.)

1. *Mr. M. Myers.*] Where do you live?—Onehunga.

2. Do you know Mr. Kaihau?—Yes, since 1866.

3. Do you know Horomona Waterauihi?—Yes.

4. Did you ever meet Mr. Henare Kaihau and Horomona Waterauihi together?—Yes, at Ngaruawahia in 1905.

5. Say as nearly as you can when it was in 1905 that you saw the two together?—At the time the Te Akau Block was before Chief Judge Seth-Smith.

6. Do you know what month that would be in?—I do not know—February or March.

7. What happened between them?—Henare Kaihau asked Horomona Waterauihi for £15 for a petition to Parliament for Waipa, Lot 66; then Horomona went into the post-office at Ngaruawahia and drew £15 out of the post-office. I see him give it to Henare, and Henare put the money in his pocket and get on the train and went away.

8. He got £15?—Yes, he got the £15.

9. Where does Horomona Waterauihi live?—At Waingaro. He is here now.

10. In the building to-night?—No; in the city.

11. Did you hear anything more between the two of them on that occasion?—Well, some time afterwards Horomona asked Henare Kaihau——

12. Were you there?—No.

13. You were saying something which Horomona told you?—Yes; I never heard anything since.

14. *Mr. Skerrett.*] Where did this conversation take place?—Ngaruawahia.

15. Where?—Ngaruawahia.

16. Where in Ngaruawahia?—In Ngaruawahia, in the post-office—the post-office on the railway-station. It is shifted now. The post-office was there when I see Henare receive the money.

17. Do you say this conversation took place with Henare and Horomona at the station or the post-office?—It started at the hotel.

18. What hotel?—I do not know. There are two hotels. I think Horomona will come before the Committee.

19. What hotel did this take place at?—That is all I know.
20. Answer my question?—I cannot.
21. If you do not know the name of it, where was it situated?—There are two hotels there. I do not know which one.
22. You do not know which one it was?—No, I cannot remember which one.
23. Have you not the least idea which one?—No.
24. What you say is, it began at the hotel?—I heard Kaihau ask for £15.
25. I think that was in the post-office?—Yes, the post-office and before the post-office.
26. Where did you hear this?—Ngaruawahia; I cannot tell the spot.
27. Where did you hear Henare ask Horomona for £15?—Ngaruawahia. If you ask me ten time, twenty time, I still say Ngaruawahia.
28. Did you not tell me that you heard Henare ask Horomona for this money in the post-office?—Outside the post-office first; and Horomona say, "My money in the bank."
29. You heard him ask for this?—I cannot tell where they stand. I see him put the money in his pocket.
30. Did you say you heard this question?—Ngaruawahia.
31. Did you say you heard this money asked for just outside the post-office?—He ask the money outside the post-office. Horomona went inside the post-office, drew this money, and handed to Henare. I see that myself with my two eyes.
32. This was in the street, then, that this was asked?—No, not in the street—on the railway-station where the post-office was.
33. Then it was on the platform of the railway-station?—Yes.
34. Just outside the post-office?—Yes. Horomona went in and got the money, and handed it to Henare.
35. Is the post-office and the savings-bank at Ngaruawahia on the railway-station?—Yes, it was at that time. Now it is shifted from that a couple of hundred yards.
36. How far were you standing away from them?—I was there.
37. How did you come to be there?—We go together on the train.
38. I think you said that the conversation started at the hotel and finished up at the post-office?—Yes, before the train arrive.
39. How did you happen to be there?—I am there attending the Court before Justice Seth-Smith. You cannot twist my tongue any way.
The Chairman: You must answer the question.
Witness: I go back to same thing.
40. *Mr. Skerrett.*] Cannot you tell me how you came to be there?—I am there all the time. I am there about two months. I come there for the Court.
41. How did this conversation come about? How were you there when it came about?—It come into my ear. I am there standing on the railway-station, and I heard it.
42. How did you come to be there when this conversation took place?—We waiting the train to go home.
43. But I think you said the conversation started at the hotel?—If you ask a hundred times I say the same.
44. Did you not tell the Committee, not once, but more than once, that the conversation relating to the payment started at the hotel and finished up at the post-office?—It might have started before for all I know.
45. Did you not lead the Committee to believe that you heard this conversation on the way up from the hotel to the railway-station?—It started before the train arrive.
46. Did you see it?—I see the money handed to Henare. I see all things that I tell.
47. Then you did not walk up from the hotel to the railway-station?—We waiting the train.
48. Answer my question. Did you or did you not walk up together from the hotel to the post-office?
The Chairman (to witness): Answer the question. Did you or did you not?
Witness: What walk over?
49. *Mr. Skerrett.*] Walk over?—I waited train to come.
50. Were you talking to Kaihau or Horomona?—I fought Horomona at the Appeal Court for Waipa, Lot 66, and beat him.
51. Did you speak to them at the railway-station?—I do not know.
52. What time was it?—If I know you cross-examine, I tell the minute. It may be 2 o'clock or it may be 3.
53. Was it in the afternoon?—Well, after dinner.
54. After midday?—Yes.
55. Do you swear it was after midday?—Yes.
56. You are quite sure about that?—I quite sure.
57. Just tell me precisely what you heard—the words you heard?—I heard Henare ask Horomona, "You give me £15 for your petition for Waipa, Lot 66."
58. "You give me £15 for petition, Waipa, Lot 66." Was that all you heard?—That all I heard. I see Horomona go in post-office, draw £15. Henare put it in his pocket and go back to train.
59. Was that all you heard?—That is all I say before the Committee.
60. Did you hear anything else? Did you not hear any conversation between Kaihau and Horomona before Kaihau asked for £15?—You ask Horomona the other part.
61. Did you hear any conversation between Henare and Horomona before this money was asked for?—I never. No, no.
62. How long were you there on the platform?—I never write down the time. It might be ten minutes, it might be an hour.

63. It might have been longer than that. Do you know anybody else who was on the platform that day?—I never watched them. Plenty of people there.

64. Could you remember anybody who was on the platform?—I remember Henare put the money in his pocket, and I said to myself, "By Jove! this is kind of robbing the people."

65. This is the only sentence you heard? Henare asked Horomona for £15 for the Waipa petition: that was the only sentence you heard?—I heard Henare say he will not take petition to Parliament if "dry" one. He like "wet" one.

66. You heard Henare say he would not take the petition to Parliament if it was a dry one—that he wanted a wet one. Is that what you say?—Yes.

67. What else did he say? Did he say this before he asked for £15?—Oh! this a different time. Not that time.

68. But was it not said to Horomona?—I cannot say any more than what I say before the Committee now. If asked a thousand times I cannot answer.

The Chairman (to witness): This is another question.

69. *Mr. Skerrett.*] You will please answer the questions I put to you?—Well, I think that correct.

70. Do you say you only heard Henare ask for £15 for the Waipa petition? Did you hear anything else?—That is all. I see that Horomona hand up the money, Henare put it in his pocket, and went away without receipt.

71. Did you hear anything else?—Nothing else at that time.

72. Can you account for the fact that you only heard this little scrap of conversation?—I am not blind. I am not sleeping at the time.

73. But did you not hear anything else?—I see he got money and went away.

74. How do you account for the fact that you heard only this small scrap of conversation and no more?—I see Henare ask for the money. If you ask a thousand times I answer the same.

75. What did you mean by saying a moment ago that the conference started at the hotel?—They began talking before we got to the station.

76. *Mr. Massey.*] Then the conversation took place at the old post-office at Ngaruawahia?—Yes.

77. How many hotels are there in Ngaruawahia?—Two.

78. Close to the railway-station and old post-office?—Yes.

79. Did you walk over from the hotel with Kaihau and the other men?—No; they went at different times. When I saw Henare put the £15 in his pocket, I said to myself that it was a great rob.

80. Do you know it was on account of a petition?—The petition was never signed, but he collared the money.

81. *Mr. Reed.*] Was Kaihau at Ngaruawahia until he went by the train?—Yes.

82. And the conversation in reference to the £15 did not take place until they were on the platform: do I understand that?—It might be that they spoke before we went to the station. The only thing I saw was in the station.

83. You are quite sure that no conversation took place regarding the £15 before that date?—It might be they talked before; I do not know.

84. What were the actual words used by Kaihau to Horomona?—He said he wanted £15 for that petition to Parliament, and Horomona said he got no money.

85. But he said he had money at the post-office?—Yes, he took the bank-book and signed to get the £15, and I saw him give Henare the £15.

86. He went into the post-office and asked for £15?—Yes, and I saw him give it to Henare.

87. Did Horomona fill up a blue form for the money?—Yes.

88. You are quite sure you saw him fill up the blue form and give the form to the Postmaster with the book?—Yes.

89. And do you say he got the money at once?—It might be they talked some days before.

90. Do you not know that at that office the money-order and the book have to go to Auckland and come back again?—Yes; but you can wire and get the money in half an hour.

91. You know the procedure. How do you account for it that you say you saw the blue form signed and handed in with the book and the £15 paid out in notes immediately afterwards?—I saw the bank-book. I am not sure about the blue paper.

92. Why were you so sure when you spoke about it just now?—You put it in my mouth.

93. *The Chairman.*] Did you see any money coming out of the post-office bank?—Yes, Horomona came out of the post-office with £15, and Henare took it.

94. Did you see the bank-book?—Yes, in Horomona's hand.

95. Were you in the office when the money was paid over the counter?—No, outside.

96. You have no doubt in your mind that he got the money out of his banking account that day?—Yes.

97. What was the time he got the money out of the post-office?—In the afternoon.

98. How long was this after you heard the conversation that you saw the money pass?—Not long; I cannot tell.

99. Directly after?—Yes.

100. Was it an hour after?—I do not know.

101. Two hours?—Not two hours.

102. Were you watching all the time?—No; we were standing waiting for the train.

103. Were others there with you?—Yes.

104. If you could hear it, could others hear it?—I could not say; there were so many people there.

105. If you heard it, could others hear it?—I cannot tell.

106. Did any of them make a remark that they heard it? Name one who heard it besides yourself?—I think Mark Barton may have heard it; he was there on the railway-station at the time.

107. Who was there at the time who could have heard it with yourself?—I cannot remember. There were about fifty or sixty Natives waiting for the train.

108. What date were you there?—In February or March.

109. What day was it?—I cannot remember; it was in 1905.

110. Was it raining that day?—It might be raining or it might not.

111. Are you aware whether this conversation took place in the morning or after 4 o'clock in the afternoon?—Not after 4; after dinner-time.

112. At what hour?—I cannot say; it was after dinner.

113. At what time do you say the payment was made?—I cannot say.

114. Four o'clock?—No; there was no train at that time.

115. You said it was directly after dinner; now you say it was after dinner?—Yes.

116. Was it an hour after dinner-time?—No.

117. Was it within ten minutes?—It might be ten minutes or half an hour.

118. *Mr. Skerrett.*] I understood you to say that you saw what was going on in the post-office. I thought you made it clear that Kaihau did not go into the bank with Horomona?—I do not know whether Henare went in or was standing at the door.

119. *The Chairman.*] Just think?—It might be inside or just outside the door.

The Committee adjourned at 12 o'clock midnight.

TUESDAY, 15TH NOVEMBER, 1910.

The minutes of the previous meeting having been read and confirmed, the Chairman stated that the following telegram had been despatched, pursuant to a resolution of the Committee: "W. E. Griffin, Land and Estate Agent, Napier.—Allegations by the Member for Stratford Committee desire to know why you were not here to give evidence this day. You must attend at once. —J. A. HANAN, Chairman, Committee.—Wellington, 14th November, 1910."

Mr. Massey: I wish to move the motion of which I gave notice, "That a return be laid before the Committee showing all the disbursements by the Government in connection with the purchase of Flaxbourne, showing to whom payments were made, and the services rendered therefor; this not to include the payments for the property itself." We have had most of this expenditure laid before us, and, this being so, it makes it all the easier to supply such information by way of a return. I do not know whether we have had all the expenditure so far as the valuers are concerned, but, in addition to that, I am asking for the expenditure in other directions.

Right Hon. Sir J. G. Ward: I want to raise a point of order here. I want you to refer to the order of reference, Mr. Chairman. I do not want to keep any information back from the Committee, but this Committee was not called for the purpose of inquiring into the purchase, or the conditions of purchase, or the costs in connection with the purchase, of the Flaxbourne Estate; and I object to the Committee being utilized for any purposes of the kind. That information can all be obtained by a return asked for in the House of Representatives, if it is required. In connection with this charge we are here for the purpose of inquiring into an allegation made against the Government by the honourable member for Stratford—that an improper payment was made through Mr. Wilson to Mr. T. K. Macdonald in connection with his acting as an assessor in the Compensation Court that dealt with the acquisition of the Flaxbourne Estate. I do not want to stop Mr. Massey from doing anything he thinks proper, but, in view of the necessity of bringing these proceedings to as early a close as we can, consistently with the necessary evidence being given, I certainly object to our being delayed on account of a return. For that reason, and that reason only, I feel that I must raise the question that what is asked is not within the order of reference.

Mr. Massey: I think you will see, Mr. Chairman, that I am within the order of reference.

The Chairman: It is hardly a point of order. This is for the Committee to decide.

Mr. Massey: Very well. As far as delay is concerned, what I am asking for will not delay the Committee for five minutes. If we get a return of the whole of the expenditure we shall be able to see whether any public money, other than that regarding which evidence has been given, has reached the firm of Macdonald, Wilson, and Co. I cannot understand the Right Hon. the Prime Minister objecting to the motion.

Right Hon. Sir J. G. Ward: I have already stated to the Committee that the whole of the original vouchers in connection with the Flaxbourne Estate are available for the Committee; and when the whole of the vouchers—all of which have been audited—are available, they necessarily cover every item of expense that has been incurred.

Mr. Massey: The information I ask for is information that should be supplied to the Committee, and, through the Committee, to Parliament. Of course, if it is denied me I shall take the opportunity of explaining the position in Parliament, and allow the public to judge whether or not the information should have been forthcoming.

Mr. Reed: I think we must be bound by relevance.

Mr. Massey: That has been decided.

Mr. Reed: I agree that it has been decided, because I asked for a very important return, which is almost the same. I wanted a return showing the members of Parliament who, as land agents, had approached the Government with a view to the sale of land under the Land for Settlements system. That return would have shown whether Macdonald, Wilson, and Co. had

applied as land agents, and it would have shown others as well. Now Mr. Massey is asking that we should be given the whole of the expenses in connection with the Flaxbourne Estate, for the purpose of seeing what the firm of Macdonald, Wilson, and Co. got out of it. In other words, he is asking for almost the same as I asked for. It was held that that was irrelevant. If it was irrelevant, this must be irrelevant.

Mr. Massey: As a matter of fact, I personally did not object to Mr. Reed's return, because I want to see a return showing every shilling of the public money that has been received by every member of Parliament during the last twenty years—or even further. There should be no secrecy, no mystery. With regard to relevancy, if my return is not relevant, then all those items of information given yesterday with regard to payments to valuers and so forth were not relevant. The information I ask for is exactly on all-fours with the information that was supplied with regard to valuers.

Right Hon. Sir J. G. Ward: Throughout this inquiry I have gone on the principle of allowing counsel for Mr. Hine the fullest latitude, as far as official documents are concerned. I have not attempted to stand in the way of any member of the Committee making the fullest investigation into any of the charges. I am not objecting to the information which Mr. Massey is asking for being given to the public. On the contrary, I should support that, and I should be prepared to support the giving of all information in connection with the Government regarding any public man in this country for the last twenty years, or longer. But that is not the point: the point is whether, when we are investigating a charge made by a member of Parliament against the Government regarding an alleged improper transaction in connection with the purchase of Flaxbourne—whether a matter that has no bearing upon that, but is intended really to be an investigation into the purchase of the estate itself—whether that should be drawn in. In my opinion it should not, but I am quite prepared to abide by the decision of either yourself, Mr. Chairman, or the Committee.

Mr. Massey: The Right Hon. the Prime Minister has supplied the strongest argument in favour of the return by stating that this is a charge against the Government in connection with improper expenditure over the purchase of the estate. Now, if there is anything improper in the expenditure the return will show it; if it does not the Government are clear.

Mr. Reed: The return cannot possibly alter the evidence that we have before us. The evidence is that £165 was the amount that was paid to Mr. Wilson. That is the whole question here. We have to find out whether Mr. Wilson was paid an exceptional and wholly extravagant fee for certain work, for the purpose of benefiting a member of the Upper House. We have that evidence exactly. Mr. Wilson's voucher has been produced, and the services have been shown. No matter what further returns we get, we shall get no further information on the question before us.

Hon. Mr. Millar: The return should be asked for in the House, not on this Committee. We have no right to go outside the order of reference.

Mr. Massey: Am I outside the order of reference?

The Chairman: No.

Mr. Buchanan: All we have had yet has been an investigation, and, under the circumstances—I am not blaming any one—an imperfect investigation of the file. Now, there must be regular accounts—book accounts—of the transactions in connection with this estate, and the return asked for by Mr. Massey might very well cover items that have not been shown to the Committee yet from the investigation that was made of the file. As the investigation went on, fresh items kept cropping up. We want the whole of them, and surely there ought to be no objection. Is there anything in the question of delay?

Right Hon. Sir J. G. Ward: I have no objection to the whole of the information being given. I think there is a great deal from the point of view of delay.

Mr. Buchanan: Would there be any risk of that?

Right Hon. Sir J. G. Ward: Documents would be needed which we require to have here, and which cannot go to the Printing Office till the inquiry is over. Are we to hold Parliament back in consequence?

Mr. A. M. Myers: I agree that the fullest information should be given, but if we are going into a lot of outside matters we should appoint a subcommittee for the purpose.

Hon. Mr. Millar: We are dealing with a charge against one individual—that he got an improper payment. That has nothing whatever to do with the purchase of Flaxbourne at all; and if all the original vouchers are put in—as has been promised—can you get anything more?

The Chairman: I take it it is for the Committee to say whether this motion covers ground for some particulars that are not relevant to the charge. If so, then they can say, if they think fit, to what particulars the motion shall apply.

Mr. Buchanan: Is it within your province as Chairman to rule in this matter?

The Chairman: I have ruled that the question is in order; but it is for each member of the Committee.

Right Hon. Sir J. G. Ward: In view of the Chairman's ruling, I withdraw my opposition to the motion. But I want to point out that the documents that the officers ought to have in order to prepare that return have got to be here, and they must be kept here—a number of them—until the work of the Committee is over. I may say that I know that the position I have put forward may be used for political purposes, and I am not going to be put in an unfair position, and I therefore withdraw my opposition to the motion.

The Chairman: I have expressed an opinion as to the motion being in order. I am going to express another opinion: If I were called upon to vote, I should say to Mr. Massey, "Your motion covers ground for particulars that are remote, and that are not pertinent to the issue"; and therefore I would not vote individually for the motion as a whole.

Right Hon. Sir J. G. Ward: I am quite certain it will mean considerable delay. And the whole of the information is being brought out before the Committee, anyhow.

Mr. Massey: No.

Right Hon. Sir J. G. Ward: I have already said they can be produced.

Mr. Massey: There are payments that have not even been mentioned before this Committee, but which will be mentioned later on.

The Chairman: If you pass this motion it in a measure curtails me in checking certain questions being asked: you tie my hands. I am trying to confine the evidence to this charge—to particulars that are relevant to this issue; but if you pass this motion it is to some extent an indication to me that I must allow questions to be asked that deal with the whole subject of the purchase of Flaxbourne. When you look at the charge, you will see that, first of all, there is an amount paid for remuneration. The question is raised, is that sum fair and reasonable? Was it paid by means of a subterfuge to Mr. Wilson for the benefit of Mr. Macdonald? That is the charge. Any information that would throw light on these particular issues would be relevant. But the other particulars that are asked for here are not relevant to these points. Therefore, if it came to my individual vote, I should not be prepared to ask for such a full return. I think we had better take a vote.

Mr. Buchanan: There may be items on that file that have not been discovered. Yesterday item after item cropped up afterwards.

Hon. Mr. Millar: If that return were asked for in the House I should support it.

Mr. Massey: It would not be granted in the House.

Right Hon. Sir J. G. Ward: In view of the possible suspicion—to put it in that way—that may be created by any opposition to the motion, I withdraw my opposition to it; but I believe it will cause delay. The information can all be brought out from witnesses. I am not going to allow any one to say that any information on those files regarding payments has not been disclosed. Everything in connection with payments required will be placed before the Committee fully.

Mr. Massey: Then why object to the return?

Right Hon. Sir J. G. Ward: I think it is only a duplication of what we are getting, and it means delay.

Mr. Reed: I intend to vote against the motion. It will be some days before the return can be got, and we shall have absolutely new ground then to start on.

Hon. Mr. Millar: The original vouchers, containing every payment, have been promised from the Treasury. That is why I object to the motion.

Mr. Massey: If one did not think there was something wrong before, the arguments that have been advanced would lead him to think so now. But I suggest that we go to a vote.

Mr. Fraser: It would be competent for you, Mr. Chairman, to prevent any discussion of anything that is irrelevant in the return,

Mr. Reed: I think Mr. Fraser is in error in saying that after the return had been ordered the whole of it would not be available for us for examination. The whole of the material in that return would at once be placed before the Committee for investigation.

Hon. Mr. Millar: I should like to look up the minutes of the Committee. I think you will find it was agreed that no fresh charges were to be taken after last Friday. This is distinctly a fresh charge.

Mr. A. M. Myers: If Mr. Massey will state distinctly what payments he wants particulars of, I will vote for him; if he will not, I must vote the other way.

Mr. Massey: I am asking for a return showing the whole of the expenditure of public money in connection with the purchase of Flaxbourne. I want the lot.

The Committee divided on the question, That the return be laid before the Committee.

Ayes, 5.—Right Hon. Sir J. G. Ward, Mr. Massey, Mr. Allen, Mr. Fraser, Mr. Buchanan.

Noes, 5.—Mr. Graham, Mr. Myers, Mr. Reed, Hon. Mr. Millar, Mr. Hanan.

The Chairman: You are voting on this question, Sir Joseph?

Right Hon. Sir J. G. Ward: Yes: it is not deliberation on the charge.

The Chairman: The voting being equal, I have a casting-vote. I am going to give it with the "Noes," for the simple reason that if the motion is carried it will be an indication to me as Chairman to allow evidence on matters that are not strictly pertinent or relevant to the charge under consideration.

Motion negatived.

Right Hon. Sir J. G. Ward: I want to know if an article that appears in the *Dominion* this morning in criticism of the actions of this Committee is in accordance with parliamentary procedure in connection with matters before a Committee. There is an article in the *Dominion* that is intended to influence public opinion.

Mr. Reed: Do you not think the right time to bring that up is when the Press are here?

Mr. Fraser: Certainly not.

Mr. Massey: They are to be here only when we take evidence.

Mr. Reed: This article deals with somebody outside of ourselves. It is a matter on which discussion should take place in open Committee.

Mr. Massey: Is it within the order of reference for the Press to be present when we are not taking evidence?

The Chairman: I will ask the Clerk to read the order of reference.

The Clerk read from the order of reference: "The Press to be admitted during the taking of evidence, but not while the Committee is deliberating."

Mr. Fraser: Can we deal with the question of privilege here? Is it not for the House itself?

The Chairman: If a question of breach of privilege is brought up before the Committee, that some of its proceedings have been published or commented on which we regard as *sub judice*, then we should deliberate, and report to the House, and it is for the House to take action.

Mr. Fraser: This Committee has no power to take any steps with regard to a question of privilege; but it can express an opinion and report to the House.

The Chairman: That is so.

Mr. Allen: Can the Committee deliberate upon a question of privilege? Is it not the business of the House to do that?

Hon. Mr. Millar: We deliberate, and report to the House.

Mr. Allen: But our deliberations may misguide the House. Should not the Prime Minister bring the matter up, on the very first occasion, in the House itself?

Mr. Massey: It is for the member who thinks that a breach of privilege has been committed to say so in the House, and move accordingly, and ask that the article be read.

Right Hon. Sir J. G. Ward: When a matter is before a Committee?

Mr. Massey: Yes. I might remind you of the time when the Dunedin *Star* was fined. Somebody moved a motion in the House.

Right Hon. Sir J. G. Ward: I have no objection to bringing the matter up in the House. I have no feeling in the matter, but I think that if this system of commenting upon matters that come before a Committee is allowed to go on—particularly at the seat of Government—it is establishing a most undesirable precedent, and I think the matter ought to be settled. In addition to which the article makes statements, as far as I am concerned, that are not correct.

The Chairman: You can bring the matter up in the Committee if you desire, but, as your object is to make it public, I would suggest that you would gain more by bringing it up in the House. It is a matter for you to decide. This Committee has a right to look after its own privileges, and if there has been a violation of the rights of the Committee, the Committee should make a recommendation to the House.

Right Hon. Sir J. G. Ward: I will consider as to whether I shall bring it up in the House.

The Press and counsel having been admitted to the room, the taking of evidence was proceeded with.

HOROMONA WATARAUIHI sworn and examined. (No. 30.)

1. *Mr. M. Myers.*] Your name is Horomona Watarauihi?—Yes.
2. Where do you live?—At Waingaro.
3. Do you know Mr. Henare Kaihau?—Yes.
4. Were you ever interested, or did you ever claim an interest, in a piece of land known as Waipa, Block 66?—Yes.
5. Did you have any conversation that you can remember with Mr. Henare Kaihau in regard to that piece of land?—Yes.
6. Do you remember where that conversation took place?—The conversation that I had with him with regard to my petition took place at the Waipa Hotel in Ngaruawahia.
7. Can you remember when, or approximately when, the conversation took place?—It was during the time the Te Akau case—which land was claimed by Ngatitahinga and Tainui—was being heard by Judge Seth-Smith.
8. Will you go on and tell us what happened then between yourself and Mr. Kaihau, and what was said?—I spoke to him, for the reason that he was the man whom I had voted for at every election. I asked him to take my petition down to Parliament.
9. Had you signed a petition at that time?—No, but I had done so previously—during a previous year—and I lost that petition.
10. Now, are you sometimes known as Te Awa Horomona?—Yes.
11. Was it in the year prior to your conversation with Mr. Kaihau that you had presented a petition to Parliament?—The one that I spoke to Mr. Kaihau about was a petition that I wished him to present subsequent to my first one.
12. But you had presented one in the previous year?—Yes. This was a second one. I had been worsted on my first petition.
13. Who presented the first petition for you? Do you remember?—That I have forgotten. The record will be in the parliamentary papers.
14. Will you go on now, and tell us about your conversation with Mr. Kaihau?—I asked him to take my petition in hand, and he said he would, and he would take it to Parliament; and he asked me to give him the money, £15.
15. Was anything said as to what the money was wanted for?—To pay for the bringing of the petition here.
16. Go on?—For that payment he agreed to bring the petition here and present it. I said to him, "I have not got any money just now, but I have money in the Post Office." He said, "Very well; go." I went to the post-office, and the post-office official told me that I should have to wait some two or three hours—I forget how many hours—so I went. I walked about until the time that had been mentioned to me had expired, and then I went back to the post-office, and he gave me the money.
17. How much?—Fifteen pounds.
18. What did you do with the money when you got it?—I walked about until the arrival of the train, and Henare Kaihau appeared, about to go on board the train. He said to me, "Have you got it?" I said "Yes," and I gave it to him, and he got on the train and went on to Waahi. That is all
19. What were you wanting to petition for—what was the object of your petition?—For a rehearing of the case which I had lost.
20. What were you trying to get? A rehearing of what?—I wanted a rehearing for the purpose, if possible, of getting my land awarded to me.
21. Did you sign any fresh petition after seeing Mr. Kaihau?—No.

22. When did you next see Mr. Kaihau after that day when you gave him £15?—It would be somewhere about a year afterwards—perhaps a little more or less—when I met him in Auckland. He said that the working of the petition had been finished.

23. Did he say any more?—That is all.

24. When you gave Mr. Kaihau the £15 was anybody else present?—Remana was present.

25. Did you have at that time any other business with Mr. Kaihau except this business about his conducting a petition in Parliament for you?—That was all.

26. Have you got your Savings-Bank book now, or, if not, where is it?—It is at home. The old one is in Auckland.

27. What do you mean by "the old one"?—The Savings-Bank book which contains the record of the account out of which I paid the £15 to Henare is in Auckland.

28. Whereabouts in Auckland?—In the Auckland Post-office.

29. Is it a book that is still being used, or is it a finished book?—It is full, and I now have a new one.

30. Was your Post-Office savings account being kept in the post-office at Auckland?—At Ngaruawahia, but I handed that book in to the Auckland Post-office and asked them for a new one, and they gave me one.

31. *Mr. Skerrett.*] Do you know that Henare Kaihau acts as a Native agent, and took cases before the Native Land Court?—Yes; he was conducting a case at the time I am speaking of.

32. It was well known that he was carrying on business as a Native agent at Ngaruawahia?—Yes.

33. When was the title of Waipa, Block 66, first investigated?—That I forget.

34. When it was before the Native Land Court, do you remember the Judge?—This was the first hearing?

35. Yes?—I forget about the first hearing.

36. Do you remember, after losing the case before the first Court, going to see Kaihau and getting his opinion about it?—No, I forget that.

37. Did you not go and take your case to the Native Appellate Court?—My own case I did.

38. What year was that in?—I do not remember the year, but the Judges by whom the case was heard—one was a European, who speaks Maori (Mr. G. Wilkinson), and lives at Te Kuiti. The case was held at Mercer.

39. Do you remember the year?—No.

40. Do you not remember, before that Court was held, consulting Kaihau about whether or not you should appeal?—It was at Ngaruawahia I spoke to him.

41. You did not, before the Native Appellate Court sat, speak to Kaihau as to whether you were going on with the appeal or not?—No; it was long after I had lost the case.

42. If Kaihau says that after the case went against you in the Native Land Court you consulted him professionally before the case went to the Appellate Court, would that be correct or not?—No.

43. It would not be correct?—You are wrong.

44. You say that this conversation with Kaihau took place at the Waipa Hotel at Ngaruawahia?—Yes.

45. Was it in a room at the hotel?—No; outside.

46. In the street?—On the seats outside the hotel.

47. What time of the day did the conversation take place—was it in the morning or the afternoon?—It would be after daybreak, but it was daylight. It was before dinner.

48. Did you go down to the post-office by yourself, in the first place?—By myself.

49. And you had to wait for some interval—two or three hours—before you could get the £15?—Yes.

50. Did you go back to the post-office by yourself?—Yes.

51. On which occasion did you fill in the Post Office form to get the money—on the first occasion, or on the second occasion when you returned to get the money?—On the first occasion.

52. Did you fill in any form on the second occasion?—No.

53. You simply signed for the money?—On the first visit I did.

54. You said you waited on the platform until Kaihau came to join the train?—Yes. I did not know that he was going. I was strolling about, and when he came back I saw him there.

55. How long were you strolling about after getting the money from the post-office before you saw Kaihau?—I do not think I was strolling about for more than an hour. When the train arrived Kaihau arrived on the scene.

56. And you gave him the money?—Yes.

57. When you gave him the money I want you to tell me precisely what the conversation was?—I have already stated.

58. Very well, I will just repeat it: "'Have you got it?' Kaihau said to me. I said, 'Yes,' and gave it to him." Was that all that was said?—Yes.

59. Was anything said about the petition then?—No; we had already discussed that petition before, when he had undertaken to do the work.

60. Remana was not present at the conversation at the hotel?—He was not there.

61. And Kaihau did not go with you to the post-office, or was inside the post-office, or at the door of the post-office on either occasion when you went there?—No.

62. If Remana says he heard Kaihau ask you for the sum of £15 for this petition, is he stating what is untrue?—It would not be right, but he saw me giving him the money on the railway-station.

63. If Remana says that Kaihau was either in the post-office or at the door of the post-office when you were writing out something, would that be true?—That would be false.

64. What time did the train go that Kaihau left by?—I could not say.

65. You used the expression in your evidence, "working for the petition"—doing work for the petition—that Kaihau was to do the work for the petition?—Yes, that meant bringing it here.

66. Did you not ask Henare Kaihau to have the title searched, and to get copies of the minutes of the evidence for you?—No, I did not.

67. Did you have the copies of the Court minutes of the evidence?—No; those were in the possession of my agent Roka.

68. Did Roka have copies of the notes of evidence?—No. I did not say she had a copy. I do not know.

69. How could you work any petition unless you had the title searched, and a copy of the Judge's notes of the evidence to show what had passed at the Native Appellate Court?—That is all new to me. I only know what I have already stated.

70. Are you prepared to contradict Kaihau if Kaihau says that whatever sum he was paid was for the purpose of getting the title searched and copies of the notes of evidence?—No. I paid him simply in regard to the new petition which I gave him.

71. All this took place in the year 1904 or 1905?—Perhaps so. It might have been in 1905.

72. When did you last use your Savings-Bank book?—I could not say. I have forgotten.

73. Not for many years?—No, not many. I do not think it is so long ago.

74. When was this matter called to your attention—this payment, whatever amount it was, to Kaihau? Was it called to your attention recently?—By whom?

75. By anybody?—Well, when I received this telegram telling me that this matter here was proceeding, that was what brought me here.

76. Do I understand from you that this matter has not been in your mind—this payment of the £15—until you got the telegram to come before the Committee?—Yes.

77. That is, it has been out of your mind so many years?—Yes.

78. Did Remana not talk to you quite recently?—Yes.

79. Before you came to Wellington?—Yes.

80. Did Remana tell you what to say?—No. I am giving a correct statement of matters.

81. Did not Remana remind you that you had paid £15 to Henare Kaihau for the purpose of the work of the petition?—That is correct.

82. And when Remana said that, what did you say?—I said nothing. I did not know anything until I received this summons.

83. I do not want any mistake about this: Did you not say just now that Remana had come to you and told you that you had paid £15 to Kaihau for the purpose of working up the petition?—Yes, he did speak to me on these matters when he came down to my kainga, Waingaro.

84. How long was Remana at your kainga?—I think he came there, say, two weeks ago, and left there again for Ngaruawahia next morning.

85. And did you speak about this matter?—No.

86. Frequently during that time did you speak about it?—No. He only came there one day and spoke to me about the matter, and then went back to Ngaruawahia.

87. What did you answer to Remana when he told you that you had paid £15 to Kaihau for the work of the petition?—I had nothing to say. I listened to what he said.

88. Did you say Yea or Nay to what Remana said to you?—I said Yes, but it was merely saying Yes. I did not come here to Wellington until I was subpœnaed.

89. Do you not know that Remana is an enemy of Kaihau?—I do; but I am telling the truth.

90. Do you not know that Remana is a great stirrer-up of strife among the Native people?—Oh, yes! I have heard so.

91. Do you not know it to be true?—Yes.

92. *Mr. Massey.*] When was it and where did you give this money to Kaihau—the £15?—At the railway-station at Ngaruawahia.

93. Did the door at the post-office at that time open on to the railway platform?—It did not open to the room, but it opened the other way.

94. It opened to the platform?—The room was off the platform.

95. Were there a number of people on the platform at the time when you handed the money to Kaihau?—Yes, it was at the time the train was leaving.

96. Was Remana there?—Yes.

97. It would be possible for him to see the money being handed over?—Yes, he did.

98. Could he hear what was being said?—We did not say anything. The train was just going. There was no time.

99. Can you give me some idea of the date on which the payment was made?—No. All I can say is that Judge Seth-Smith was the Judge presiding at the Native Land Court there at the time.

100. Was that at the sitting of the Royal Commission on the Te Akau Block?—At the hearing of the Te Akau Block, before Judge Seth-Smith.

101. Yes—that is, in 1905. Are you aware that your petition was presented in 1904 in the first instance—the first petition?—Yes, and I lost that. I think that petition was dismissed. The rehearing for which I asked was not granted.

102. Are you aware that your petition was held over from the session of 1904 until the session of 1905? It was not considered, but it was held over?—No, I do not know that.

103. Did Kaihau inform you that your petition was coming up the following session?—He told me that it had been dealt with and completed, when I saw him subsequently in Auckland.

104. Was that about the time of the payment?—No, long afterwards.

105. As a matter of fact, the petition was not considered in 1904; it was considered in 1905. It was presented in 1904?—Yes.

106. What I want to get at is this: was it for supporting the petition intended to be dealt with in 1905 that the payment of £15 was made?—No. This was for him to work a new petition.

107. Yes, in 1905?—I do not know the date now.

108. You are not quite sure which year it was?—The only way I can fix the year is that it was at the time of the sitting of the Native Land Court at Ngaruawahia.

109. That is on record. The payment of £15 was intended as a payment to Kaihau for promoting and supporting a petition on your behalf?—Yes, that he should bring it down here to the Parliament to be dealt with.

110. *Mr. Allen.*] Was that the first payment you made to Kaihau for working or presenting a petition?—Yes.

111. *Mr. Fraser.*] It has been stated in evidence that Mr. Kaihau said to you that he did not believe in dry petitions, but preferred wet ones: was that said?—Yes. Well, I did give him something to wet the petition with.

112. That is not an answer to my question: Did Kaihau say that to you, or words to that effect?—No; but he said he would bring it here to be dealt with.

113. You are quite certain that the money you paid was to further your petition, and not for any other work that Kaihau might have done for you, or was to do for you? Are you quite certain?—It was simply for him to work my new petition.

114. *Mr. Reed.*] Have you got your bank-book here?—It is at my home.

115. Did the bank-book show the transaction?—In the book that is at Auckland it does.

116. You have not brought the book here to show the transaction?—No, it is lying in the post-office at Auckland.

117. Do I understand from you that you made application for this money during the same day that you drew the money from the bank?—Yes.

118. How long before you drew the money from the bank did you make the application?—Well, when I went there they gave me a form to fill in. I did so, and they told me to come back about 2 o'clock, and then they asked me for 6d. to pay for a telegram, and I gave them 6d

119. And the whole transaction of asking for the money was done at the first visit to the post-office?—As I say, when I first visited the post-office and told them the sum I wanted to draw out, they gave me a form to fill in. They asked me for 6d. for a telegram, and I gave it to them, and I went back a second time and they paid me the money.

120. Was Remana there on that occasion?—No, outside.

121. Was he outside on the platform?—Outside the station. The post-office is in the station building.

122. Did Remana accompany you on the first visit?—No, he was on his own.

123. When you went at 2 o'clock to draw the money, was Remana there then?—No. Remana only appeared on the scene when I was handing the money over to Kaihau, and he saw me doing so.

124. Now, Remana says in his evidence that he was present, and heard Kaihau ask for the first time for the payment of this money. Can you explain that? Remana said that he was present when Kaihau asked for the money the first time, and that you thereupon went into the post-office and got the £15, and paid that £15 over to him.

Mr. M. Myers: My recollection is that Mr. Reed is wrong. Remana said he had heard Kaihau ask for this payment, but the request had been previously made at the hotel.

Mr. Reed: I understood from Remana that he was present when the request was made for the £15 for the petition, and that this man then said, "I have got no money."

125. *Mr. Reed* (to witness).] Remana said that he was present when Kaihau asked for the money the first time, and you said you had not got the money?—He did not hear Kaihau ask for the money, but he saw me pay him at the station.

126. You know that Remana did not hear any of the conversation that took place between you and Kaihau on the occasion of the second visit, when the £15 was paid?—I do not know that he did.

127. What do you mean when you say that you do not know he did?—I do not know that he was present listening to what we said.

128. Where was Remana standing? Could he have heard the conversation?—He was on the station, together with a number of other people.

Hon. JAMES CARROLL, Native Minister, sworn and examined. (No. 31.)

1. *The Chairman.*] What is your name?—James Carroll.

2. You represent what electorate?—Gisborne.

3. You are Native Minister in the Ward Administration?—Yes.

4. How long have you held Ministerial position in New Zealand?—I have been Native Minister since 1900.

5. Under what Governments?—The Seddon and the Ward Governments.

6. And under the Ballance Government?—Yes, as a member of the Executive.

7. You have been a member of the Ministry in connection with the Seddon Government and lately the Ward Government, and previously you were a member of the Executive in the Ballance Government?—Yes.

8. *Right Hon. Sir J. G. Ward.*] Will you make a statement to the Committee in connection with the acquirement by the Government of the Te Akau Block?—Yes. Leaving out the early history of the block to the period when it was first clothed with a title, and when it had been under lease to the New Zealand Loan and Mercantile Company for a period, I think, of about thirty years, I may commence by saying that when the lease referred to was drawing to a close the Loan and Mercantile Company wrote to the Government asking that they might be permitted to get a renewal of their lease

for a further term. They communicated with the Government in the year 1899. In 1902 the Raglan County Council, through its Chairman, placed itself in communication with the Government, and urged that no further leases should be granted over Te Akau, stating that it was desirable that that large area of country—some 90,000-odd acres—should be applied to closer settlement. It is from that time that disputations in regard to the title became rife between two sections of the Native owners—viz., the Tainui and Ngatitahinga. The block was the subject of several investigations by the Native Land Court, it was reported on by a Commission, and was also the subject of legislation. The Government, owing to public pressure—especially from the Auckland public and the people in the Waikato district—decided to acquire as much as it could of Te Akau Block. The attention of the Government was being constantly drawn to the necessity for acquiring this block, through the different local bodies in the Auckland Provincial District, and through deputations. One deputation was headed and introduced by Mr. Massey to the late Mr. Seddon.

9. *Mr. Reed.*] In what year ?—That was in 1905. The acquisition by the Crown of Te Akau Block was also a subject of mention in the House, I think, on more than one occasion. I remember Mr. Massey putting a question to me about it, and in his remarks in support thereof he complained of the delays which seemed to keep the block back from actual settlement. The matter was referred by the late Mr. Seddon to Cabinet, when Cabinet decided that the Crown should purchase.

10. *Mr. Allen.*] What date was that ?—I think that was in April and May, 1905.

11. *Mr. M. Myers.*] That is, the whole block ?—Yes, or as much as we could get of it. In April it was referred to me, and then I forwarded the papers to Mr. Sheridan, who was our Native Land Purchase Agent. He was directed to try and acquire the block, and that it would be safe to advance up to half its value. I believe Mr. Sheridan proceeded to negotiate under these instructions, but he did not proceed very far. He had paid no moneys whatever to any one, nor had he secured any of the interests. Subsequently, the negotiations passed out of Mr. Sheridan's hands, and by a rearrangement of our Native Land Purchase Branch Mr. Kensington received charge and conduct of affairs. Mr. Kensington had as his Land Purchase Agent in the field Mr. Grace, in conjunction with Mr. Paterson—Mr. Grace to carry out immediate operations with the Native owners, and Mr. Paterson to be there on behalf of the Department to see that everything was conducted properly in regard to the payments. I had nothing whatever to do with the details in the carrying-out of that purchase. I only advised and consulted with Mr. Kensington as it was necessary. Mr. Kensington discussed with me as to what should be a fair and reasonable price for that land. He had a personal knowledge of the land, and I had also a personal acquaintance with a good part of it—in fact, I had paid a visit to the land, and had gone over a portion, which we subsequently bought. From Mr. Kensington's personal knowledge of the land and what I saw in evidence myself, we decided it would be a safe thing to fix the price at £2 per acre, and those were the instructions issued to our officers.

12. *Mr. A. M. Myers.*] Can you fix the date ?—That was in 1906. In that same year several of the owners of Te Akau were down here attending the session. They wanted to see me about the sale of the block. I took ill on the 27th October and was laid up until the 14th November. I could not see anybody until about two or three days before I was able to get about.

13. *Mr. Massey.*] That was in 1905 ?—No, in 1906. Para and Pepa, and a few others, waited all that time in Wellington until they could see me. They did see me after I became slightly convalescent. They wanted me to authorize advances as against their interests; and, as they had offered to sell to the Crown and the Crown had agreed to buy, and they had been put to considerable expense by staying in Wellington, I directed Mr. Kensington to advance them some money on account, which he did. From that on, negotiations proceeded quietly without any participation therein on my part, beyond advising the Department on any point it required a decision upon. That is, shortly, a sketch of the position so far as the purchase of Te Akau is concerned.

WEDNESDAY, 16TH NOVEMBER, 1910.

Hon. JAMES CARROLL, Native Minister, further examined. (No. 31.)

The Chairman: Mr. Massey asked for a plan of the Te Akau Block. I now produce it and put it in.

Mr. M. Myers: I just wish to say that all the Native witnesses who have been called to give evidence in the charges against Mr. Kaihau are now in Wellington. I am entirely in the hands of the Committee, but if the Committee desire to hear these witnesses, they are available, and we can get rid of them. I understand that Mr. Carroll's evidence is likely to take some time.

Right Hon. Sir J. G. Ward: I think Mr. Carroll, whose evidence has been partly taken, and who is now present, should continue his evidence.

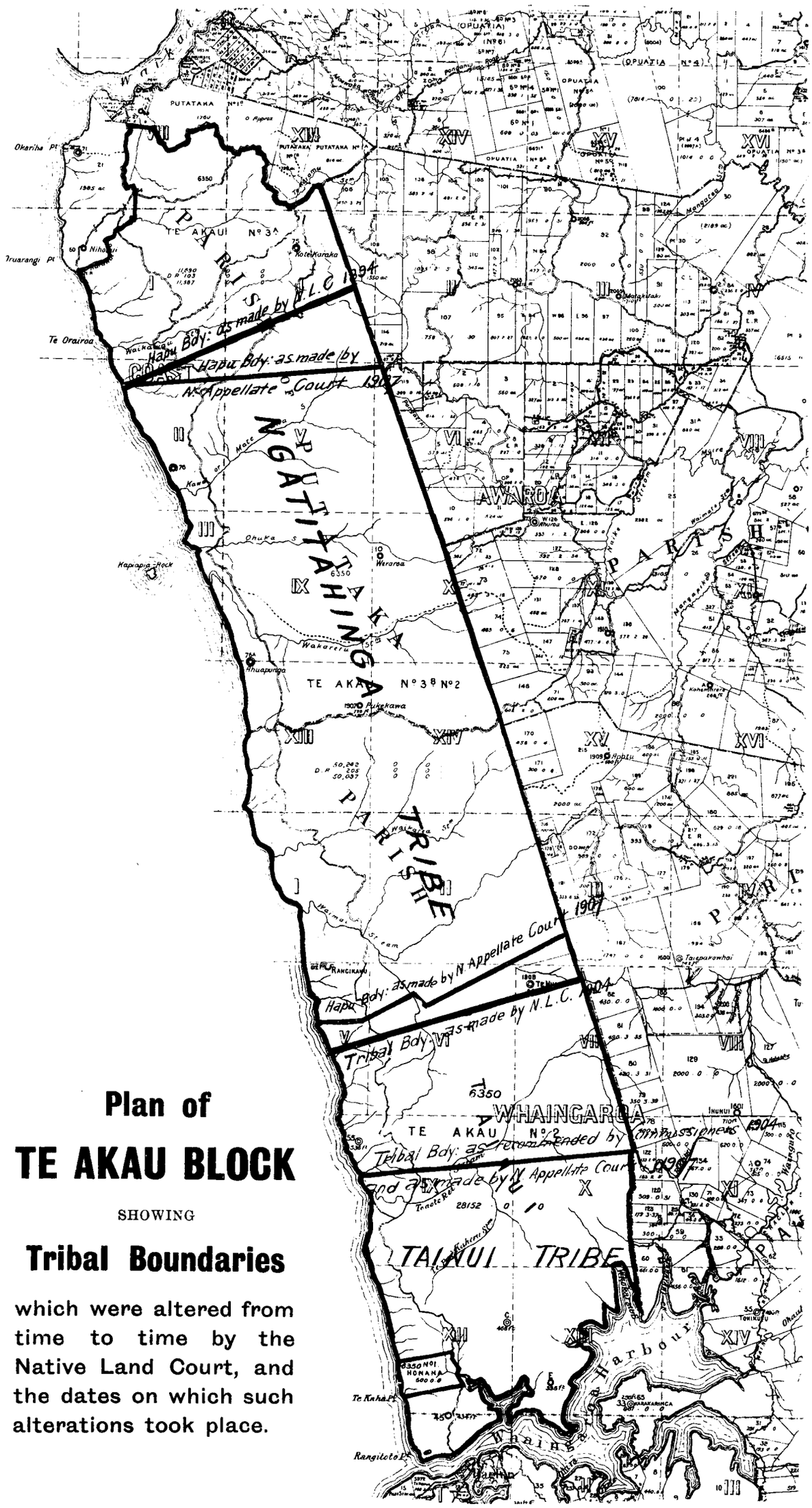
Mr. Massey: I think it is a pity not to take the evidence of witnesses who are now here for the purpose.

The Chairman: It would be better to finish with Mr. Carroll first.

Hon. Mr. Carroll: I was just going to say to the Committee that I have to add something just to clear up the ground where I left off yesterday. I wish to add this: that no actual purchase took place until 1907, because it was not until then that the title of the land had been determined. In the interim, however, we had decided to get a valuation of the land, to make further advances, and receive offers from Native owners of their interests in Te Akau.

1. *Right Hon. Sir J. G. Ward.*] Mr. Carroll, would you be good enough to look at the speech delivered by you in connection with this matter in 1905. A question has been put on record by Mr. Allen, and I should like you to state to the Committee what was the position——

Mr. Allen: Wait a moment. It was in 1906 the speech was made.


Plan of
TE AKAU BLOCK
SHOWING
Tribal Boundaries
which were altered from time to time by the Native Land Court, and the dates on which such alterations took place.
Hapu Bdy: as made by N.L.C. 1894
Hapu Bdy: as made by N. Appellate Court 1907
Tribal Bdy: as made by N.L.C. 1904
Tribal Bdy: as amended by N. Appellate Court 1907
NGATITAHINGA PARISH
TE AKAU No 3A
TE AKAU No 3B No 2
TE AKAU No 2
AWAROA PARISH
WHAINGAROA PARISH
TAINUI TRIBE
PUTATAHA
OPUATIA
Okariha Pt
Pruarangi Pt
Te Orairoa
Kaparapa Rock
Te Kaha Pt
Rangiteto Pt
Whaingaroa Harbour

2. *Right Hon. Sir J. G. Ward.*] Well, the speech in 1906. Will you state to the Committee what the position in connection with the clause referred to was both before the House in 1905 or before the Native Affairs Committee in either 1905 or 1906 ?—I cannot remember exactly what I said.

3. I will give you the *Hansard*. The quotation is marked ?—Yes, to my recollection that sets out the position.

4. Will you read the extract ?—Yes. "The last three clauses in this Bill were not put in by the Native Affairs Committee—in fact, that Committee rejected them; but they were afterwards introduced in the House and carried by the House. I opposed them strongly, but found myself in the minority. Honourable members here, including, I suppose, some who spoke to-night, voted against me on that occasion." That is so. The matter of the reinvestigation of Te Akau Block came up before the Native Affairs Committee for review on the petition of Para Haimona, presented by Mr. Massey in 1905. In that petition Para and people strongly appealed for the consideration of Parliament to have the Te Akau Block reinvestigated. A clause was drafted which was attempted to be put in by Mr. Kaihau, but the Committee rejected the inclusion of that clause.

5. *Mr. Allen.*] That is in 1905 ?—Yes. It was then moved in the House and was carried by a majority of the House, but the Bill that year did not go any further than the Legislative Council. The following year that clause was brought up again, and I think received the impress—the assent of the Native Affairs Committee, and eventually passed into law in 1906.

6. *Right Hon. Sir J. G. Ward.*] Will you look at the Journals of the House for the 30th October, 1905, and read the clause at the top ?—Yes.

7. Is that the clause introduced upon the motion of Mr. Kaihau that you opposed in the House in 1905 ?—Yes, I opposed it for the reason that it had not passed the Native Affairs Committee.

8. There was a division on that clause: will you give us the totals of the division lists as recorded ?—I see there are 27 for the motion and 24 against.

9. Will you read out the Ayes, or the names of those carrying the clause ?—The Ayes are 27: Aitken, Allen (J.), Baume, Bedford, Bollard, Buchanan, Duthie, Fisher, Fowlds, Harding, Hawkins, Heke, Kidd, Kirkbride, Lang, Lewis, Massey, Moss, Pere, Reid, Rhodes, Symes, Tanner, Thomson (J. W.), Vile; Tellers—Herries, Kaihau.

10. And those are the names that composed the majority that carried that clause of Kaihau's in the House in 1905 against you ?—Yes.

11. Will you read out the names of those who voted against the clause ?—Noes, 24: Arnold, Bennet, Buddo, Carroll (Hon. J.), Duncan (Hon. T. Y.), Ell, Flatman, Hall, Hall-Jones (Hon. W.), Hanan, Hogg, Laurenson, Major, McGowan (Hon. J.), Mills (Hon. C. H.), Parata, Smith, Steward (Hon. Sir W. J.), Ward (Hon. Sir J. G.), Willis, Witty, Wood; Tellers—Davey, McKenzie (R.).

12. The following year, in 1906, was that same clause reintroduced ?—Practically the same.

13. Did it go to the Native Affairs Committee ?—Yes, that is my recollection.

14. Can you tell the Committee what took place on the Native Affairs Committee concerning it ?—No, not without looking at the minutes. We were dealing with a great number of clauses affecting a variety of things.

15. What was the object of that clause being finally put on the statute-book ? What was the reason of it ?—To authorize a reinvestigation of Te Akau Block.

16. Could a reinvestigation of the title of Te Akau Block have been effected without the clause ?—No.

17. Concerning the sale to the Government subsequently to the Act being amended, did you ever instruct or recognize Henare Kaihau in connection with the sale of Te Akau Block to the Government ?—No. He was not an owner in any case.

18. Mr. Kensington in his evidence stated that he received a deed from you, in which there was some provision as between Kaihau and a number of Natives who were interested in the sale of Te Akau Block, in which it was stated that 10 per cent. was to be paid by the Crown to Kaihau: did you see any deed at any time containing a proviso of that sort ?—Yes, I received a deed at my hotel—it was left there for me—purporting to come from Pepene Eketone, with a short note asking me what it meant. I immediately sent it to Mr. Kensington in order to put him on his guard. Mr. Kensington came and saw me personally about it afterwards.

19. Had he returned you the deed before he saw you ?—Yes.

20. And he afterwards saw you personally ?—Yes, and I told him that it would be as well to caution his officers.

21. What did you do with the deed ?—I sent it back to Pepene, and wrote him, saying that I ignored the whole thing, that it was ridiculous, and that I had nothing to do with it.

22. Could Mr. Kaihau or any other person enter into a deed of agreement between himself and a number of Maori owners giving any undertaking to bind the Crown in a matter of the kind, and to make a payment ?—No; absolutely no.

23. Supposing such a thing had been possible as a contemplation by the Government of making payment to a member of Parliament for work of this kind, what would have been the procedure ? Would the proposal have required to go before Cabinet in the first instance ?—Assuming that such a thing was admissible or entertainable, there would have to be a proposal submitted by the Natives or Kaihau to the Government, and it would be for the Government to decide in Cabinet as to whether they would entertain or treat with such a proposal.

24. And, after that, would it not be necessary to legislate so as to enable an agreement of the kind, purporting to provide a payment of money to a member of Parliament—would it not have to be legislated upon ?—There could be no agreement between the Crown and an independent party not interested in the land. The agreement could only be between the interested owners and the Crown.

25. Yes; but I am putting the case of a member of Parliament. Would it be possible for such a payment as is referred to in that deed to be made to a member of Parliament without legislation ?

Would it bring him under the Disqualification Act?—I should think so. But you could not pay a member of Parliament out of moneys due to other people. Parliament would have to vote a special sum itself, and that would have to be placed upon the estimates.

26. *The Chairman.*] That is, assuming that it had the authority?—Yes.

27. *Right Hon. Sir J. G. Ward.*] At all events, in the case referred to, Mr. Carroll, no authority was given by you at any time to any one to represent the Crown in such a case?—None whatever.

28. If you had regarded the matter when it came before your notice as in any way likely to have been put into effect, would it have been your duty, in following the ordinary course of procedure as between a member of the Ministry and the head of the Government, to report to the head of the Government?—Yes.

29. And in this particular case you did not report it to the head of the Government?—It was too ridiculous for words.

30. I am very sorry to have to ask you a question, but I feel that it is due to yourself that I should put this question to you: I want to ask you whether, since you have held the portfolio of Native Minister, you have ever had any interest in any Native lands sold to the Government?

The Chairman: I do not think that question has been raised. There has been no insinuation to that effect. You have not raised that question, Mr. Myers?

Mr. M. Myers: Certainly not.

Mr. Fraser: It is a pity to suggest it.

Right Hon. Sir J. G. Ward: As a matter of fact, we want to remember that Mr. Hine's charges are accusing the Government of Tammanyism.

Mr. Allen: We do not know what "Tammanyism" is.

Right Hon. Sir J. G. Ward: At any rate, the Government have been accused of Tammanyism.

Mr. Massey: I think we should have an interpretation of "Tammanyism," and then we should know where we were.

Right Hon. Sir J. G. Ward: It would be possible, if a member of the Administration had done something wrong, to accuse the Government.

Mr. Skerrett: May I suggest that Sir Joseph Ward has probably done what he desired to do by putting his question.

Mr. M. Myers: Whatever may have been said in the House, it is not before the Committee. What is before the Committee is a number of specific allegations.

The Chairman: You can put the question if you wish, Sir Joseph.

Right Hon. Sir J. G. Ward: I will put the question, and I put it because, under the circumstances, I think an opportunity should be given to Mr. Carroll, upon oath, to reply to it.

The Chairman: Nothing has come out in evidence that reflects, directly or indirectly, on the conduct of Mr. Carroll as Native Minister.

Right Hon. Sir J. G. Ward: I do not think so, and there is nothing to warrant it.

Mr. Massey: Nothing has been said to justify the suggestion which the Prime Minister's question conveys.

The Chairman: You can answer the question if you think fit, Mr. Carroll.

Witness: Well, I deplore the question myself, so far as it conveys any suggestion. I do not require any opportunity to answer such a question. I can answer it if the Committee wishes. If called upon to answer the question, my reply would be an emphatic denial.

31. *Right Hon. Sir J. G. Ward.*] There is a statement made that the Native Land Court was adjourned: would you be good enough to state what the position was in connection with that?—On the 5th December, 1905, the Native Land Court held a sitting at Raglan, presided over by Judge Edgar. A claim for the partition of Te Akau Block came before it.

32. *Mr. M. Myers.*] By the Tainui Tribe?—I think so. I am not certain, but in any case the *Gazette* or *Kahiti* will disclose the applicants. Judge Edgar refused to partition without a proper scheme of roading the block being first submitted. Afterwards he was prevailed upon to proceed with a partial partition of the block, with a view to laying off a road in a particular part; and Mr. Otway, a surveyor, was authorized by the Court to perform the survey. The matter was represented to me that Mr. Otway was an interested person, and one of a syndicate which was trying to secure leases over the land. So I directed the Court to adjourn. I did so in the public interests, the Government having then in contemplation the purchase of the Te Akau lands.

33. *Mr. Massey.*] What date was that?—The 15th December, 1905.

34. *Right Hon. Sir J. G. Ward.*] Was the direction you gave, in the case referred to, in accordance with law?—Yes. The Native Minister always had power in a matter of public policy to direct the movements of the Native Land Court where the public interest was in menace.

35. Do I understand in this case that, if the leases had been assented to, the acquisition of the block by the Crown would have been prevented?—It would have placed complications in the way, and, with a variety of partition orders mutilating the land, it must necessarily have interfered with our purchase operations.

36. Will you explain to the Committee what you meant by the "leases" and the "syndicate"? You have not given the Committee any information?—At that time there was a syndicate of Europeans who were endeavouring by agreement with the Natives to secure leases over Te Akau Block.

37. *Mr. M. Myers.*] Part of it?—Part of it—a considerable portion of it—and they had to a certain extent gained the assent of some of the Natives to some of the proposals. But nothing could be done by them unless the Court partitioned the lands into such areas permissible of legal contract. The solicitor representing the syndicate interviewed me in Auckland—Mr. Basley—and unfolded their proposals to me. They seemed fair enough and full of merit, but I had to take up the stand that the Government were intending purchasers.

38. *Mr. A. M. Myers.*] Was that in 1905 ?—I would not be certain whether it was 1905 or early in 1906.

39. *Mr. Massey.*] You said December, 1905 ?—I would not be certain.

40. *Right Hon. Sir J. G. Ward.*] Was there any authority given by you at any time to have the tribal boundaries shifted in connection with Te Akau Block ?—No; that was certainly outside of my power. That was a matter that was in the hands of the Court; and the legislation authorized the Court to determine that point.

41. A witness has stated that he was threatened that if he did not sell to the Government the tribal boundaries would be altered or shifted ?

Mr. M. Myers: "Might be."

42. *Right Hon. Sir J. G. Ward.*] He said he was told by Mr. Sheridan they would be shifted. Was any authority given by you that that would be done ?—No.

43. Was the procedure for the acquiring of Te Akau Block by the Government the ordinary procedure adopted when a block of land is being acquired ?—Yes. We advanced, prior to the actual buying and signing of the deed and the paying of the money, certain moneys to certain of the owners; and when the title was determined in 1907, and placed beyond question so far as the Native owners were concerned, then we proceeded to buy from each owner and pay him according to the full amount due to him or to her, deducting our advances, of course.

44. Is there not, where a number of Native owners are concerned, considerable difficulty in getting them to the point of agreeing to sell, as a rule ?—Yes; it is not very easy to get them together except on occasions such as the meeting of a Native Land Court or a special meeting calling them together for the purpose. It has always been my practice to get the whole tribe together and discuss with them the proposal as to buying.

45. Was that the procedure followed in this case ?—The procedure in this case was that they offered to sell.

46. *Mr. Massey.*] Who offered ?—Para Haimona, and then the Ngatipares and the Ngatitahingas generally, and then some of the Tainuis.

47. *Right Hon. Sir J. G. Ward.*] Was there anything unusual, Mr. Carroll, after the Native owners had agreed to sell and the Government had agreed to buy, in making advances, before the actual sale was effected, to any of the Native owners ?—No; that has always been our practice from time immemorial, ever since we started land-purchasing—to make advances—and we have never been at a loss as far as I can remember.

48. Nothing has ever been lost in this way ?—No.

49. In this particular purchase the advances made prior to the actual acquisition were to three Natives, who received £400 in all ?—Yes. There was £100 each to Para and Pomare. They were large owners in Te Akau, and I wish the Committee to understand this: They were owners in any case, whatever the decision of the Appellate Court might turn out to be. They were owners in the then existing title of Te Akau, and, though Parliament had legislated for a further investigation of the title, they could not in any case be omitted from the list of ownership.

50. The procedure in this case, regarding the advances made up to £400, was in accordance with the usual practice from time immemorial ?—Yes.

51. Do you know whether that amount was repaid when the sale of the land took place ?—Yes.

52. The charge in this case is, "That Henare Kaihau, in or about the year 1906, while a member of Parliament, conducted a sale to the Government of portion of the Te Akau Block, and received from the vendors a commission or other sum of money." Now, did Mr. Kaihau at any time conduct a sale of Te Akau Block to the Government, or any portion of it ?—No; I know nothing at all of Kaihau's connection with those he represented. I never dealt with Kaihau. I dealt direct with the owners themselves, some of whom, I believe, were Kaihau's clients.

53. *Hon. Mr. Millar.*] The suggestion has been made by a witness here that you postponed the Native Land Court on three different occasions to enable the Court to take away from the Tainuis lands which they held and had received rents for for twenty years: is there any truth in that statement ?—That is not true.

54. You have explained the cause of one adjournment—one postponement: do you know anything about the others ?—No.

55. *Mr. Massey.*] I think you stated that the lease of the Te Akau Block was held by the Loan and Mercantile Company ?—Yes.

56. Did you mean for the whole term of the lease ?—I do not know, but I think they bought out somebody else's lease.

57. You are not aware that they only held the lease for the last five or six years of the term ?—No. I only know of their identification with the lease through their communication to the Government.

58. You stated just now—and it was correct—that you opposed Mr. Kaihau's clause when he moved it in the House in 1905 ?—Yes.

59. Is it not a fact that you accepted the clause, and inserted it in your Bill of 1906 ?—That is so.

60. Then, what you thought was wrong in 1905 you came to the conclusion was right in 1906 ?—We always have great difficulty in our Native Affairs Committee in dealing with the washing-up Bills. They generally come down at a late part of the session. There are always a variety of matters to be dealt with, and clauses have to be prepared for legislation, and whatever is opposed in Committee is opposed in the House, as a rule, and we invariably reject any clause that is brought in at the last moment.

61. You moved, as a matter of fact, the Bill, including Mr. Kaihau's clause, in 1906 ?—Yes.

62. That is the clause providing for the setting-up of the Appellate Court ?—Yes.

63. And that led to the change of ownership in the block that was afterwards sold to the Government ?—Not to a change of ownership, but to a different allocation of their interests.

64. Do you know that the Tainuis owned the block up to 1907 ?—Yes, a portion of it.
65. The rentals for this particular block were drawn by the Tainuis ?—Yes; what they were entitled to.
66. And they practically held the block up to 1907 ?—A part of it, which the Ngatitahingas always disputed.
67. With regard to this deed, as it has been called, between Kaihau and the other Natives, did you know anything about the terms of the deed with regard to the payment of 10 per cent. in case of a sale to the Crown ?—I think I remember seeing that proposal in it.
68. You know that the terms of the deed were practically complied with in regard to that payment to Kaihau ?—Only from hearsay.
69. Are you aware that more than 10 per cent. was paid ?—No.
70. That is so—considerably more ?—Very likely.
71. *Right Hon. Sir J. G. Ward.*] Not by the Government ?—No. I have heard all sorts of rumours about the alleged payments.
72. *Mr. Massey.*] I think you said the Court sat to partition the block in 1905 at Raglan ?—Yes.
73. Is it not a fact that the land was partitioned in 1901 by the Land Court ?—There were certain divisions made of the land.
74. Well, no very important alterations could be possible in 1905 ?—In 1905 the application was for a further partition of the block.
75. A further subdivision without altering the main boundaries ?—The application was for partition of the land as it stood then.
76. That would mean subdividing the block held by the Tainuis or the Ngatitahingas into smaller blocks ?—Yes.
77. That, of course, would be prior to the sitting of the Appellate Court ?—Yes.
78. It was prior to the legislation of 1906 and to the sitting of the Appellate Court ?—That is so.
79. You stated that in 1905 the Natives offered to sell the particular 13,000-acre block to the Government ?—I do not know about the 13,000 acres. There were offers for the sale of Te Akau.
80. I am speaking particularly of the 13,000 acres, and I want you to answer as to whether the Natives offered to sell it or not ?—The offer we entertained was of their interests in Te Akau Block, and those who offered were considered the proper owners of the 13,000 acres.
81. Whom do you mean ?—The Ngatitahingas.
82. They were not really the owners—they had no real title to it ?—They had not then a legal title.
83. Did the Tainuis offer to sell ?—I do not know.
84. Do you know of any pressure being brought to bear on the Tainuis to induce them to sell ?—Not that I know of.
85. What position did Mr. Browne, afterwards Judge Browne, occupy in the Native Department in 1905 ?—I think he was President of one of the Maori Land Boards.
86. Do you know whether he accompanied Mr. Sheridan on one occasion when an attempt was made by Mr. Sheridan to induce one of the principal men of the Tainuis to sell the 13,000-acre block to the Crown ?—I do not know.
87. *Mr. Allen.*] I want to take you back to the Native Affairs Committee of 1905 ?—Yes.
88. Was the clause Mr. Kaihau tried to get in the Bill brought first before the Native Affairs Committee ?—To my recollection; I would not be certain.
89. Do you know who moved it in the Native Affairs Committee ?—No.
90. Did you oppose it in the Native Affairs Committee ?—That I could not say. The minutes of the Native Affairs Committee would show that.
91. We cannot get them; they were burnt in the fire. Do you remember the legislation in 1904—the Maori Land Claims Adjustment and Laws Amendment Act ?—I should if my memory were refreshed by a sight of the Act. [Act produced.]
92. Was clause 14 of that Act passed in order that a final settlement of the Te Akau dealings could be brought about ?—That was empowering the Chief Judge to review the report of the Royal Commission which had been set up to inquire into the grievances alleged by the Natives of Te Akau.
93. Do you mind reading that part which deals with the final settlement ?—"And whereas it is expedient that a final settlement of all disputes in connection with the said Te Akau Block should be arrived at: Be it therefore enacted that the Chief Judge, after due inquiry in open Court, may confirm the recommendations of the said Commission, with such variation, modification, or amendments as may seem to him necessary or desirable; and any order made by the Chief Judge under this section shall be deemed to be an order of the Appellate Court, and shall take effect accordingly."
94. What would you assume by the words "final settlement"? Is there to be any final settlement in connection with this question of Native lands ?—That is presumed to be, of course, a final settlement.
95. Will you tell me why the matter was opened again after that ?—There was one point, and one point alone, which justified a further opening-up of the question. The report of the Royal Commission went in——
96. The Commission of which year ?—The Commission the report of which led up to this clause in 1904. The report entertained the question of tribal ownership in accordance with traditional evidence and ancestral data. The Chief Judge disregarded any issue of the kind, and viewed the thing on technical grounds, and reinstated almost the original decision of the previous Court. It is a very debatable point in regard to Native lands situated such as the Te Akau is, as to whether the Native title was extingushed or not, and the Court held that where the Native titles were extinguished all owners were entitled to equal shares; whereas if Native customs were alive then the interests had to be decided in accordance with customary rights. The Ngatitahingas claimed that the decision of the Chief Judge, under this section, ignored Native titles entirely, and that is the point on which they appealed.

97. Still, in this clause of the Act, the Chief Judge was authorized to come to a final settlement on the question ?—Yes, as far as it went.

98. And yet afterwards the question was reopened ?—Yes.

99. Do you think it is right to reopen it ?—I think it was, because I do not believe in the theory that Native land ceded to the Crown, and a portion of it given back to the Native owners—that that killed all Native custom over it.

100. That has been your opinion ?—Yes. It was arranged that the Crown should take a certain area, and a certain area was to be returned to the loyal Native owners.

101. Then, why not put it into the Act of 1904 ?—That was a mistake made.

102. What would have been the good of sending up a Judge to review the Commission's report if any direction had been given by law ?—It is directed in the clause, but I do not think it went far enough: "Be it therefore enacted that the Chief Judge, after due inquiry in open Court, may confirm the recommendations of the said Commission, with such variation, modification, or amendments as may seem to him necessary or desirable."

103. When you come to the legislation of 1906, as you introduced it to the House, was a direction given to the Appellate Court to decide in a certain way ?—If you will read the clause you will see for yourself.

104. That directed the Appellate Court to decide in a certain way ?—As to hapu or tribal boundaries.

105. The Appellate Court had no selection or choice if that had been passed ?—Clause 26 of the Act of 1906 says, "The Appellate Court is hereby authorized and directed to review the report of the Royal Commission in connection with disputes affecting the titles to the Te Akau Block (parliamentary paper G.-I, 1904), and the subsequent decisions of the Chief Judge, under the provisions of section 14 of the Maori Land Claims Adjustment and Laws Amendment Act, 1904, thereon, in as far as questions in dispute between the Native owners as to tribal or hapu boundaries are concerned." That was the whole point.

106. But was the Appellate Court directed to "determine the claims according to Maori custom"? Was that the direction given to the Native Appellate Court ?—That, I hold, was the direction.

107. In April, 1905, did the Government decide to purchase the whole of the block ?—Yes.

108. The Tainuis had the right to possession up to 1907 ?—Yes, to certain parts.

109. Did you approach the Tainuis at all with regard to purchase ?—No; as a matter of fact, I did not approach any of them—they came to me.

110. Did the Tainuis come to you about it ?—No.

111. Was Mr. Sheridan sent to the Tainuis ?—I do not know.

112. Did Mr. Sheridan negotiate for that purchase at all ?—The matter was placed in his hands, and he was to carry out the negotiations, but there was no result.

113. Can you tell me anything about the negotiations ?—I do not know what they were.

114. He was directed to enter into negotiations with the Tainuis ?—No; with the owners of Te Akau.

115. Were the Tainuis part of the owners ?—Yes.

116. Do you know whether there were any negotiations with the Tainuis, and that they were threatened with an alteration of boundaries if they did not sell ?—I do not. I have only just heard that they were threatened that, if they did not sell, the tribal boundaries would be altered.

117. Who directed Mr. Sheridan to go there ?—I did.

118. When ?—I shall have to look it up.

119. *Mr. M. Myers.*] It would be about April, 1906 ?—It would be somewhere about that time.

120. *Mr. Allen.*] That will do. Did Mr. Sheridan ever report to you about the Tainuis at all ?—No.

121. He never said a word about negotiating with the Tainuis ?—No.

122. How came you to direct anybody to deal with the Ngatitahingas if they had at that time no right to the legal occupation of the 13,000 acres ?—They were owners in Te Akau, but not legal owners in the 13,000 acres. Some of the Ngatipares were.

123. Then how came you to direct negotiations with the Ngatipares, who had no legal right at that time to the 13,000 acres ?—Some of Ngatipare were owners. We made certain advances to them against their whole interests in the block, and they made an offer, of course, claiming that the 13,000 acres were theirs and that they would sell to the Crown.

124. But it was not theirs at the time ?—No. Some of them were in it.

125. I wanted to know how you came to negotiate with the Ngatitahingas and the Ngatipares when they had no legal rights to the 13,000 acres ?—The direction to Mr. Sheridan was in respect to the whole of the block, and it was agreed that he should go up to half the value of the land in his payments or advances to any of the Native owners. It was thought to be perfectly safe to do that. It was subsequently that the Natives came to me in Wellington. The Ngatipares are a section of the Ngatitahingas, and offered their interests in Te Akau, and also the 13,000 acres.

126. But they had no interests in the 13,000 acres at that time ?—Not all of them.

127. With regard to the advances, we were told that those advances were made for legal expenses ?—I believe one advance was.

128. *Right Hon. Sir J. G. Ward.*] Part was. It was not said that all was ?—One was to Tuaiwa.

129. *Mr. Allen.*] Did you know there was a petition against the legislation which was passed in 1906 ?—There may have been. I do not know whether it was dealt with by the Native Affairs Committee or not.

130. Is it the usual thing to make these advances to Natives ?—Yes, that has been the common practice.

131. Did you know anything about the memorandum of agreement that was signed by Para and Kaihau, drawn up on the 3rd November ?—I know nothing about the agreement except that a copy was sent to me by Pepene.

132. You stated that the title was not settled until 1907 ?—That was the final title.

133. But you were negotiating for the purchase of Te Akau in 1905 ?—Yes.

134. The Government then were interested in 1905 in the block ?—In that sense they were. It was perfectly safe, as we were dealing with the owners. They might have their shares limited or extended ; that was all.

135. I have been trying to understand the whole position, and I notice that your colleague Parata stated in *Hansard* that there was no one interested in it but the Natives themselves. That is in October, 1906 ?—There were no other interests but the Native interests.

136. The Government were interested in the purchase ?—That is all.

137. Who appointed the Appellate Court Judges ?—The Chief Judge sets up the Court.

138. *Mr. Buchanan.*] If Mr. Otway, the surveyor, had not been connected with some European syndicate, would you have ordered the postponement of the Native Land Court sitting at Raglan ?—Yes, because, besides Mr. Otway being the authorized surveyor, and interested in a syndicate, there was the knowledge of the existence of a syndicate.

139. In other words, apart from his connection with the syndicate, you would have postponed the Native Land Court, because the Government had decided to purchase the block ?—Yes.

140. *Mr. Allen.*] When the Crown confiscates Native land, does that do away with the Native title ?—That is held by some authorities. If the land is confiscated and retained by the Crown, it becomes Crown land ; but if it is returned to the loyal owners, you can only ascertain who the loyal owners are by investigating their ancestral claims.

141. *Mr. M. Myers.*] Have you a Ministerial file in connection with the acquisition by the Crown of the Te Akau Block ?—The file I have here is the only one. I think you have seen it.

142. Mr. Kensington's file ?—Yes.

143. Have you no Ministerial file ?—No. This is the only one.

144. Have you any Ministerial file, independently of the departmental file ?—No. All my papers were burnt in the fire at the Parliament Buildings.

145. According to Mr. Kensington's file, there were telegrams and letters to you from Mr. Hone Heke, from Mr. Kaihau, and from Eketone. Those are not available at the present time ?—No.

146. Then there was a letter that you received from Pepene Eketone with the deed, and a copy of your reply : those are not available ?—No.

147. Would you mind saying why, if that deed had been carried into effect, Mr. Kaihau would have brought himself under the Disqualification Act ?—If the Crown had entered into a contract with him and paid him money for his agency or services in the purchase of that block, as a member of Parliament, I should say he would be disqualified.

The Chairman : You are asking Mr. Carroll to give a legal opinion now, Mr. Myers.

148. *Mr. M. Myers.*] I want to show that Mr. Carroll is mistaken as to the terms of the agreement, not on the question of law. Do you not know, Mr. Carroll, that that agreement did not in any way make Mr. Kaihau the agent for the Crown, but made him simply the agent for the Natives, and provided that he was to get 10 per cent., which would be paid to him direct by the Crown, instead of out of the moneys which the Natives received ?—That may be.

149. If that is so, do you suggest that Mr. Kaihau was by that agreement in any way made the agent of the Crown, or was in any way acting for the Crown ?—He was in no way acting for the Crown.

150. If that is so, what was your particular objection to the agreement being carried into effect ?—On principle. I always deal directly with the Native owners, and not through any agency—especially not through the agency of a member of Parliament.

151. Do you know that it is wrong for a member of Parliament to act as Mr. Kaihau was acting under that agreement ?

The Chairman : In what way do you mean "wrong" ?

152. *Mr. M. Myers.*] In any way ?—I did not question Mr. Kaihau's relations with his people at all. That was outside my province.

153. But you were not concerned, were you, with the amount of money that was being paid, or was to be paid, by the Natives to Mr. Kaihau ?—I was responsible, in my position, to see that each Native vendor got his full amount.

154. I quite understand that ; but were you concerned with the amount which those Natives might choose to pay Mr. Kaihau for his services ?—No.

155. No matter what those services were ?—No.

156. *Mr. Skerrett.*] Not after you had paid them the money ?—No.

157. *Mr. M. Myers.*] That is what I mean. Supposing that you were not prepared to pay Mr. Kaihau the 10 per cent. direct from the Government, what was your objection to allowing the Department to negotiate with Mr. Kaihau as agent for the Natives ?—Our policy was to deal directly with the owners, and pay them the amount due to them.

158. Supposing the agent had been any other person than a member of Parliament, so long as no payments were made to that agent direct, would there have been any objection to fixing the price with that agent, so long as you got the signatures of the Natives afterwards ?—That is to say, the Government, or its officers, should enter into an agreement with an agent representing Natives as to terms and the remuneration for himself ?

159. No ; the terms of the sale to be confirmed afterwards by the Natives' signatures ?—Whatever the case may be, it is preferable always—and it is the right course—to deal directly with the principals. That has always been the case with Native transactions. Of course, their leaders step to the front, and voice the opinions and proposals of the people, in many cases.

160. Supposing, then, that the 13,000 acres had belonged to the Ngatitahingas, would you—or would your Department—have been prepared to negotiate with Para Haimona and Pepene Eketone—subject

of course to the actual signatures of the Natives being obtained afterwards ?—With Para, yes, Para being an owner. With Pepene, no. With Pepa, yes: his wife was one of the principal owners.

161. You have told us the history of the proceedings before the Native Affairs Committee in 1905 and 1906 in connection with the Te Akau Block: did you know, either in 1905 or 1906, that Mr. Kaihau was acting for the Ngatitahinga section ?—I think that throughout all the judicial proceedings—throughout all the Courts, and the Commission too—affecting Te Akau, Henare Kaihau was conducting for Ngatitahinga.

162. You have already said that as far back as April, 1906, it was intended by the Crown to acquire the whole, or as much as it could, of the Te Akau Block ?—Yes.

163. Did that state of mind continue right from then up to the time when this 13,000 acres was acquired ?—Yes.

164. So that when these petitions were before the House, and the legislation was passed in 1906, you were still intending to acquire this 13,000 acres ?—As much of Te Akau as possible.

165. Including the 13,000 acres ?—Yes, if we could get it.

166. Did Mr. Kaihau know that it was the intention of the Government to acquire this 13,000 acres ?—He must have known, through his people. He introduced deputations to me.

167. For the purpose of selling ?—They offered in his presence to sell to me.

168. Who was it that offered in his presence to sell to you ?—Para Haimona.

169. And Pepene ?—No.

170. Very well: Para offered in Henare Kaihau's presence to sell 13,000 acres ?—Their interest in Te Akau.

171. When was that ? Would it be towards the end of October, 1906, or before the middle of November of that year ?—I think it was proposed some time before that. They came to me several times.

172. Para and Henare Kaihau ?—Mr. Kaihau introduced them on the first occasion.

173. You knew then, as you have said, that he was acting for the Ngatitahinga ?—In the Court proceedings.

174. And you knew it was he who had introduced this clause ?—Undoubtedly. That was the result of a petition from Para, presented by Mr. Massey and dealt with by the Committee.

175. You are a member of the Native Affairs Committee, are you not ?—Yes.

176. Can you tax your memory sufficiently to let us know whether Mr. Kaihau was a member of that Committee, and whether he advocated the inclusion of this clause in the Act ?—I do not remember what transpired before the Committee. I think Mr. Kaihau introduced the clause in 1905 in the House.

177. When Para went to you to sell Te Akau—which was either before or about the time, apparently, when the 1906 Act was passed—when he went to you, accompanied by Mr. Kaihau, did not Mr. Kaihau's presence make you somewhat suspicious ?—Not at all. Natives had great difficulty in seeing me in my room at all, unless they were brought up by a member.

178. Was the price of £2 an acre settled at that conference which Para and Henare Kaihau had with you ?—No.

179. Will you say when the price of £2 an acre—or a price of not less than £2 an acre—was settled, so far as you were concerned ?—I think it was at the end of 1906. I think Mr. Kensington and I discussed the matter, and fixed that that should be about the limit to which we should go.

180. What I want to find out is when this price of £2 an acre—or not less than £2 an acre—was first fixed with the Natives, so far as you were concerned ?—I think our agents were directed to tell them, excepting those who were here at the time. I think that Pepa Kirkwood was here at the time, and he was told.

181. Did you see the Natives yourself, or any of the principal Natives, and agree that the price should be not less than £2 per acre ?—No. I told Mr. Kensington to let them know what price we had fixed as a reasonable price.

182. I desire to refer you to a letter from Mr. Kensington to Mr. Duncan of the 10th November, 1906, and to this particular passage, referring to the 13,000 acres: "I may state that the Government have agreed to give not less than £2 per acre for the land in question." Agreed with whom ? Are you able to say ?—"The Government have agreed"—decided.

183. Then "agreed" there does not mean what we usually mean when we use the word, but it means "decided" ?—That is what I should say, if it has reference at all to our fixing of the price.

184. That letter, I think you will find, refers only to the 13,000 acres which was in dispute between Tainui and Ngatitahinga ?—Yes.

185. Now, would you mind referring to a letter from Mr. Kensington to Mr. Grace, of the 7th January, 1907 ? Do you see in that letter to Mr. Grace—who was the Land Purchase Officer—this statement: "Some of the principal Natives have been in Wellington, and have had an interview with the Hon. the Native Minister and the Department, the result being that an agreement has been come to for the purchase of the area shown on the plan enclosed herein, estimated at about 13,000 acres, at a price of not less than £2 per acre" ?—Yes.

186. Are the Natives that are referred to there those you have already spoken of, or is the Native that you have already referred to meant—namely, Para Haimona, introduced by Mr. Kaihau ?—Para and others.

187. But is that what is referred to there ?—They stayed behind and interviewed me, and I sent them down to Mr. Kensington.

188. Who were "they" ?—Para, and others—there must have been half a dozen of them.

189. Were they introduced by Mr. Kaihau ?—No; they introduced themselves.

190. But I thought Natives could not see you unless they were introduced by a member ?—During session-time they have great difficulty in seeing me.

191. But I understood you to say just now that the statement in that letter referred to something that had happened some time before ?—" The result being that an agreement " ?

The Chairman : Read the whole thing.

Witness : " You are probably already acquainted with the troubles in connection with this block and the area in dispute." And so on. " The matter is now again subject to review . . . . Some of the principal Natives have been in Wellington, and have had an interview with the Hon. the Native Minister and the Department, the result being that an agreement has been come to for the purchase of the area shown on the plan enclosed herewith, estimated at about 13,000 acres (at a price of not less than £2 per acre), and which is practically the area in dispute. Two Natives, Para Haimona and Eruera Heteraka, have been each advanced the sum of £100. It has, however, since been found that they at present, as the boundaries stand, have no interest, but it is anticipated that the Appellate Court will confirm the report of the Commission of 1904, and they will then be included in the list of owners. But, if not, will you please make arrangements to have the area cut out of Block 3B in satisfaction of the amount advanced."

192. Those Natives who are mentioned there received their advances, Mr. Kensington told us, I think, in November, 1906, so that I put it to you that what you said just now is correct—namely, that your interview with the Natives referred to by Mr. Kensington in that letter had taken place some time before ?—Yes.

193. Very well. In November, 1906, the House would have been sitting, would it not—early in November, at all events ?—I stated yesterday that on the 27th or 28th October I took to bed. The House, I think, rose on the following Monday or Tuesday. I remained invalided for about a fortnight or so, and Para and the other Natives came and saw me.

194. Was Mr. Kaihau with them on that occasion ?—I believe he was on one of the occasions. They came two or three times. I sent them down to Mr. Kensington, and directed him to make advances.

195. Is it correct to say that you agreed with the Natives—subject, of course, to the title being given to them by the Appellate Court, and subject to their signatures being subsequently obtained—that the Crown would purchase the property at not less than £2 per acre ?—No. I did not tell them the price. They would find that out from Mr. Kensington.

196. No. Had you not yourself arranged with Para and these other people, as stated in the letter ?—No. The arrangement was this : Mr. Kensington and I decided on the amount. When the Natives came to me they asked for advances. That was all. I sent them down to Mr. Kensington to draw against their interest, which we were to purchase.

197. But that would all be in November ?—Yes.

198. And at that time Mr. Kaihau had been acting for them, in introducing the legislation of 1905 ?—Yes.

199. And the next thing we find is that an agreement is prepared between Mr. Kaihau and the Natives. Now, do you not think that Mr. Kaihau might well have thought at that time that he had done everything that was necessary to sell the property to the Crown, subject to his people—the Ngatitahinga—being given the title by the Native Appellate Court, and to the signatures of the various Natives being afterwards obtained ?—No doubt, as between agent and client. I presume to say so ; that is all.

200. I put it to you that he and his clients might very well have assumed that he had done his work and had practically negotiated a sale ?—They might take that view. I think that if you ask Para he will say that he was the principal himself, and he it was who made the offer.

Mr. Skerrett : I cannot see how my friend is justified in cross-examining Mr. Carroll as to what was in the mind of Mr. Kaihau.

The Chairman : I thought you might object. I did not want to stop Mr. Myers ; I should have done so under other circumstances.

201. *Mr. M. Myers.*] The Native Land Court Judges have no fixed tenure of office, have they ? Their salaries have to be voted year by year ?—Yes.

202. They are not independent, like Supreme Court Judges ? When I speak of " independence," I mean they have no tenure of office like Supreme Court Judges ?—That is the difference : Parliament has to vote their salaries.

203. Do you think it right——

Mr. Skerrett : I object to any question of this kind, Mr. Chairman. It is quite irrelevant.

Witness : Do you suggest that on account of that the Judges were susceptible to influence ?

204. *Mr. M. Myers.*] I am not going to ask that ; but do you not think it would be advisable to place them——

Mr. Skerrett : I object.

The Chairman : The question is not relevant.

205. *Mr. M. Myers.*] Well, Mr. Carroll, you referred to a direction that you had given in 1905 to the Native Land Court. Is that on the file ?—I think so. There is something on the file, I know.

206. I could not find it ?—No ; but there is a note here on the papers of a direction by me for the adjournment of the Court.

207. Now, we have already seen from Mr. Kensington's letter to Mr. Duncan and his letter to Mr. Grace that an arrangement—tentative if you like (and it could only have been tentative)—was made for the purchase by the Crown of this 13,000 acres of land at not less than £2 per acre. Now, all that was before the Appeal Court sat, was it not ?—Yes.

208. Is it correct to say that at that time Para Haimona had no interest, as the title then stood, in the 13,000 acres at all ?—I do not think he had.

209. You have been asked already about the conversation between Mr. Sheridan and the representative of the Tainuis in April 1906, and I think you said that Mr. Sheridan made no report to you.

Would you personally have been a party to any such suggestion as is said to have been made by Mr. Sheridan to Remana Nutana ?—Decidedly not.

210. In the letter to Mr. Duncan that we referred to a little while ago you will observe that Mr. Kensington tells the valuer that the Government " have agreed " to purchase the 13,000 acres at not less than £2 per acre. You say that you think the word " agreed " is wrongly used ?—Yes.

211. Do you think that a wise instruction or statement to make to the valuer who had been asked to make an independent valuation ?—I cannot say. The letter is not mine.

212. Mr. Sheridan, in April, 1906, attempted to purchase this 13,000 acres—so it is said—from the Tainuis, who were then the owners in accordance with the last decision ?—The owners of certain portions.

213. He was referring to the 13,000 acres ?—I think Mr. Sheridan was purchasing the whole block.

214. Well, supposing Mr. Sheridan had purchased these interests of the Tainuis as they then stood, and had paid, as he was authorized, half the purchase-money, do you think it at all likely that the section in the Act of 1906 would ever have been introduced by the Government, or passed ?—I could not venture an opinion on that.

215. You moved on the 12th November, 1907, that leave of absence from the 27th June till the 1st September be granted to Mr. Kaihau on account of illness : did you have any personal knowledge, or where did you get the information, that Mr. Kaihau had been ill during the whole of this period ?—Through some representation, I think.

216. From —— ?—I could not say from what source.

217. *Right Hon. Sir J. G. Ward.*] There is nothing unusual in that, is there ?—No. He is frequently absent in session-time.

218. *Mr. Skerrett.*] I understand that the adjournment of Judge Edgar's Court in 1905 was partly due to the circumstance that there was no proper survey of the roads, in accordance with the regulations ?—There was no scheme at all for roading.

219. You have told us that Mr. Otway, a surveyor, was sent to make some survey of roads ?—Yes.

220. Do you know whether or not Mr. Otway was competent to make such a road-survey in accordance with the regulations ?—I could not say.

221. Will you be kind enough to look at the file ? You may be able to find out something from that. Had not the surveyor to be approved and appointed by the Surveyor-General ?—Oh, yes !

222. Was Mr. Otway so appointed ?—No.

223. Did the objection to Mr. Otway's proceeding emanate from your Department, or did it emanate from some other source ?—Well, in the first place, the Judge objected to proceeding without some proper roading scheme. Afterwards he waived that, and authorized Mr. Otway to lay off some roads.

224. When Mr. Otway was sent to make the survey, did the objection to his proceeding come from your Department, or did it emanate from some one else ? Would you be good enough to look at the file and refresh your memory ?—The objection was on the part of the Department, because it was in possession of the fact that Mr. Otway was negotiating for a lease of the land.

225. Is it not a fact that some deputation waited upon Mr. Seddon in Auckland with respect to the matter, and that he telegraphed to the Department objecting to Mr. Otway proceeding ?—That is so.

226. Would you mind telling the Committee briefly what the circumstances were ?—There is a telegram here on the file from the late Mr. Seddon to Mr. Sheridan : " I wish to know by what authority the Native Land Court Judge has authorized Mr. Otway to go upon the Te Akau Block and make certain surveys. What is the nature of the surveys, and under what application, and by whose directions ? " That, I believe—although I do not see the papers here—was the outcome of an interview with Mr. Seddon by a deputation.

227. The result was that you directed an adjournment of the Court, because Mr. Otway was not a proper surveyor to proceed with the work, and having regard to what you conceived to be the public interest ?—That is so.

228. I understand that in your discussion with Para and the other Natives who came to Wellington, you did not fix a price with them ?—No.

229. That is a way, I believe, in which Natives frequently sell their lands to the Crown : they indicate that they are prepared to sell, and afterwards a price is fixed ?—Yes, a price is fixed afterwards.

230. You did not, in any discussion with Para, either in the presence of Henare Kaihau or out of his presence fix a price which the Government were prepared to give ?—We did not fix any price.

231. That was determined, you say, by yourself and Mr. Kensington in consultation ?—Yes. As a rule, the Natives make a formal offer to me. That is the preliminary. The details, such as fixing the price, &c., are left till afterwards.

232. Did Mr. Kaihau at all influence the purchase of the Te Akau Block, or any portion of the Te Akau Block, by the Government ?—Not so far as I was concerned.

233. Is it not a fact that that purchase was determined upon long before Mr. Kaihau's appearance upon the scene ?—It had been contemplated some considerable time before.

234. Did Mr. Kaihau influence the price paid for Te Akau or any portion of Te Akau ?—No. That was fixed entirely by Mr. Kensington and myself.

235. You have expressed your opinion that the reinvestigation of the Te Akau matter, authorized by the Legislature, was justifiable ?—Yes.

236. You have told us that in the first instance you voted against it because you thought it ought to go through the Native Affairs Committee in the usual way ?—That is so.

237. But it was supported by Mr. Massey, by the Auckland members generally, and by some members of the Opposition ?—Oh, yes !

238. I am not suggesting that it was an Opposition clause?—The opening-up of the Te Akau Block was essentially an Auckland question.

239. Did you, or did any officer of your Department, in any shape or form, endeavour to influence the decision of the Native Appellate Court which sat pursuant to the Act of Parliament?—No.

Mr. Massey: I wish to call Mr. Herries.

Right Hon. Sir J. G. Ward: Mr. Chairman, I proposed to call Sir George Clifford, but he has sent me the following letter, which I want to put in: "The Right Hon. Sir J. G. Ward, P.C., K.C.M.G.—DEAR SIR,—I have been summoned to give evidence on the 'Hine charges,' but I have no useful information to give, the papers in the Flaxbourne case having been destroyed. I have no recollection of the details of payment, except that the total amount of costs amounted to about £6,000.—Yours faithfully, GEORGE CLIFFORD.—15/11/10." Sir George Clifford has also spoken to me to the same effect, and under the circumstances I do not wish to detain the Committee by calling a witness who informs me he cannot give any useful information.

WEDNESDAY, 16TH NOVEMBER, 1910.

WILLIAM HERBERT HERRIES sworn and examined. (No. 32.)

1. *The Chairman.*] You are a member of the House of Representatives?—Yes.
2. And have been a member for many years?—Since 1896.
3. You are now representing——?—Tauranga.
4. *Mr. Massey.*] Are you a member of the Native Affairs Committee?—Yes, I have been a member of the Committee since 1903, I think.
5. You were a member in 1905?—Yes.
6. Do you remember a petition that was presented by myself from certain Natives, in reference to the ownership of the Te Akau Block?—Yes. I remember more than one petition being presented, I think, with regard to the Te Akau Block, in that year.
7. I am speaking of a petition that was presented by myself in 1905?—Yes, I remember.
8. Do you remember the Natives whose signatures were attached to the petition coming to see me with reference thereto?—Yes, I think you told me they had been to see you.
9. Do you remember my introducing these Natives to you one morning in the front lobby?—Yes. I forget whether you were there or not. I think you were there when I first met them.
10. You remember the Natives coming, anyway?—Yes.
11. Will you tell us what their business was?

Mr. Skerrett: I object. I cannot see how a conversation between a member of Parliament and some petitioners can be relevant.

Mr. Massey: I think I shall be able to show that it is relevant.

Mr. Skerrett: I ask your ruling, Mr. Chairman.

The Chairman: I will hear Mr. Massey.

Mr. Massey: Is it necessary that I should show the relevancy before I ask the question?

The Chairman: You want to substantiate your justification for asking the question.

Mr. Massey: The point is this: Natives who claimed to be owners in the Te Akau Block asked me to present a petition. I presented it. I told them I was not a member of the Native Affairs Committee, and that therefore they should become acquainted with some members of that Committee, particularly Mr. Herries, to whom I generally handed over my petitions so far as Native affairs were concerned. Most of the Natives who have been mentioned live near me, and it was quite common for Natives belonging to the Auckland District to ask me to present petitions. But when I was given a Native petition I simply asked Mr. Herries to look after it for me on the Native Affairs Committee. The Natives whom I have mentioned I introduced to Mr. Herries, and I want to ask Mr. Herries to tell the Committee what the Natives said to him.

The Chairman: The rule of evidence is this: If a statement is made by some person or persons which reflects on a person who is accused, unless that person is present it is not relevant to a charge against him.

Mr. Massey: That is not what I am trying to bring out. It does not reflect on Mr. Kaihau. I have another reason for asking it, which will be apparent when the question is answered.

The Chairman: Well, ask the question.

Mr. Massey: I want to ask Mr. Herries what the Natives said to him.

Mr. Reed: In the first place, the question is irrelevant as regards Mr. Kaihau, and if it is not irrelevant in reference to Kaihau it must be irrelevant as far as the charge is concerned.

The Chairman: Has it a bearing on any question that has been asked?

Mr. Massey: It certainly has a very important and direct bearing on the purchase of the part of the Te Akau Block which was secured by the State.

The Chairman: Does it accuse the Government, directly or indirectly?

Mr. Massey: It has nothing to do with the Government, but it has to do with the purchase of the block in connection with which a payment of 10 per cent. was made to Mr. Kaihau.

The Chairman: Then it is a statement against Mr. Kaihau by other persons, and, Mr. Kaihau not being present, it would not be relevant. But put your question

Mr. Massey: Reference has been made on quite a number of occasions——

Mr. Skerrett: I have the right of reply to Mr. Massey before you rule, Mr. Chairman.

Mr. Massey: It would be very much better for the Committee and the parties concerned to allow me to put the question. If I am not allowed to put it here, I will mention it in the House. The question refers to the fact that a petition was presented by myself, signed by a number of

Natives interested in the sale of the Te Akau Block to the Government. I told those Natives that Mr. Herries looked after petitions for me, that were presented by myself, when they went to the Native Affairs Committee. Those men said to Mr. Herries probably what they would have said to me had I been a member of that Committee. Now, I ask Mr. Herries to tell the Committee what the Natives said to him.

Mr. Reed: I object to it.

The Chairman: When I have heard Mr. Herries's reply I will say whether it is to go down or not.

Mr. Skerrett: I protest against that course of action.

The Chairman: If this were a Court of law I should rule the question out as not being relevant.

Mr. Skerrett: I should be glad if you would hear me out. You are aware that I cannot know the nature of the evidence which is tendered. That is quite obvious, because Mr. Kaihau is not present, and I have no means of getting his instruction. It is perfectly clear, as you state, that before a tribunal which was bound by the rules of evidence, evidence of this class would not be admissible. But I am prepared to contest its admissibility on a broader ground—on the very broadest ground. What is this evidence? A private conversation between petitioners and a gentleman who was going to represent their interests before the Committee. Surely if that were put to a barrister or a solicitor he would say it was not admissible in a moment. I do not suggest that Mr. Herries sought that position in the least degree. He was no doubt, as Mr. Massey has said, undertaking, as a compliment to Mr. Massey, the work which Mr. Massey would himself have undertaken had he been a member of the Committee. But a *prima facie* statement of the case by the gentleman who has interested himself on behalf of the petitioners surely ought not to be admitted.

Mr. M. Myers: May I point out that both Mr. Skerrett and Mr. Reed have overlooked one important point, which may have a bearing on the relevancy of this evidence, and that is that Para was one of the persons for whom, according to Mr. Hine's case, Mr. Kaihau was acting.

Mr. Massey: Has Mr. Skerrett the right to object to a question put by a member of a parliamentary Committee?

The Chairman: I have given my ruling. I am going to hear Mr. Herries's answer, and will say whether it is to go down or not. If it is not to go down, it is not to be published by the Press either.

12. *Mr. Massey.*] I ask first, Mr. Herries, what the Natives said?—As far as I remember, they sent in for me, and I met them in one of the waiting-rooms in this present building. They were all assembled there, and one of them acted as interpreter, I think, and put their case shortly before me. These were the Ngatitahinga people. They said they had got a petition before the Native Affairs Committee. I said that if they gave me their papers I would look over them, and I was quite certain the Committee would do justice to them.

Mr. Allen: Is that going down?

The Chairman: I see no objection to its going down.

13. *Mr. Massey.*] Now, will you tell us what happened after they had shown you the papers, Mr. Herries?—There was nothing mentioned about Mr. Kaihau. After that, one of the leading people took me on one side. He was a short, thick-set man.

14. *The Chairman.*] Can you give his name?—I believe now that it was Para.

15. Are you certain?—No. He looked very liked what Para is now.

16. If you are not certain of the name I cannot let it go down?—To the best of my belief it was Para. He took me on one side, and said he had something particular to say to me.

17. *Mr. Skerrett.*] Was this a private conversation?—He said he wanted to see me separately.

Mr. Skerrett: I object.

The Chairman: I cannot let it go down, Mr. Massey.

Witness: I said that he asked me to go on one side.

18. *The Chairman.*] Did you go?—Yes. I thought—as is usual in these Native matters—that he wanted to say something to me that he did not want the other part of the tribe to hear. He took me aside, and we went to the passage leading to the old lavatories.

The Chairman: I cannot allow any more.

Mr. Skerrett: I object again.

19. *Mr. Massey.*] Will you tell us what happened, without stating what was said?—Nothing was said. He simply slipped a roll of notes—a fairly thick roll of notes—into my pocket, and I at once took them out and gave them back to him. I said it was a very wrong thing to do, and I had a good mind to tell the Speaker.

Mr. Skerrett: Are you going to allow this to go down, Mr. Chairman?

The Chairman: It must go down.

Mr. Skerrett: May I point out to the Committee that Mr. Massey's statement was not quite accurate when he said that this evidence did not involve or concern Mr. Kaihau?

Mr. Massey: How does it concern him?

Mr. Skerrett: Pardon me. The inference to be drawn from it is most obvious, and it is directed against Mr. Kaihau. That must be perfectly plain to any reasonable man—that the sole object of this evidence is to cast a reflection on my client; and I point out to you, Mr. Chairman, that you have been induced to allow this evidence to be given by a positive statement that it did not concern Mr. Kaihau. I understood that statement to mean that it was not directed against and did not make any insinuation against Mr. Kaihau.

Mr. Massey: I should like to see the connection. It may be obvious to Mr. Skerrett, knowing Mr. Kaihau as he does; but I do not think it is apparent to the members of the Committee. What I want to do, Mr. Chairman, is to show the methods that were adopted in connection with

this transaction, and I think it is right the Committee and the public should know what took place.

The Chairman: The matter must stop there.

20. *Mr. Massey.*] The petition went to the Committee, Mr. Herries?—Yes, I think so.

21. Do you remember its being considered?—As far as I remember, it was considered when the "washing-up" Bill came down—or, rather, it was considered beforehand, and I think it was recommended to the Government for inquiry.

22. Do you remember what took place when the "washing-up" Bill was being considered?—My recollection is that Mr. Kaihau wanted to introduce two new clauses—one relating to Te Akau and the other relating to Maungatautari—and Mr. Wi Pere had another clause relating to Ngamoe. As far as I recollect, both Mr. Carroll and myself opposed the introduction of these clauses. The Native Affairs Committee did not insert them

23. The clause, however, was inserted in the House?—All three.

24. And what happened to the Bill?—It was lost in the Upper House. It was referred to their Native Affairs Committee, and it lapsed there.

25. Was the same clause inserted in the Bill in the following year?—There was a similar clause brought down by the Government in the "washing-up" Bill of the following year.

26. In Mr. Carroll's Bill?—Yes.

27. That was agreed to?—I think there was a division on it in the Committee.

28. But it was agreed to in the House?—Yes, after being amended by the Native Affairs Committee.

29. What was the effect of the clause, after it had passed into law?—The Appellate Court was empowered to rehear the case.

30. And what did the Appellate Court do?—It reheard it, and altered the boundaries. It gave the Ngatitahinga a portion of the block that formerly belonged to the Tainuis.

31. *Mr. Skerrett.*] I need hardly say that I entirely accept your statement of fact, Mr. Herries, as to what happened, but I think you have fallen into a mistake as to the individual. I understood you to say that the man who did this action was a big man?—I think I said a short, thick-set man.

32. Have you seen Para at all?—Oh, yes! I have known him very well subsequently.

33. Do you recognize him as the individual?—To the best of my belief he is the man, but I would not swear to it.

34. *Right Hon. Sir J. G. Ward.*] I understood you to say just now that on Mr. Kaihau's clause in 1905 you voted with Mr. Carroll?—I said that my impression was that I did so on the Committee.

35. In the House you voted against it?—Yes, because it was represented to me when the question came before the House that if the case was reopened there would be a great chance of European settlers getting on the land, and the Te Akau clause seemed to be the least objectionable of the three that were proposed.

36. So that in the House you voted against Mr. Carroll, and on the Committee you voted with him on the same clause?—That is my impression.

37. On the occasion when you were taken aside by some Native, whom, I understand, you will not swear to definitely, do you suggest that that roll of notes was given to you to present to Mr. Kaihau?—No, not in the slightest. My impression was that it was presented to me to try to get the legislation through.

38. *Hon. Mr. Millar.*] Did Mr. Massey vote for the clause that had been rejected by the Native Affairs Committee?—Yes. He and I and most of the Opposition.

39. Did Mr. Massey know at that time that you had been offered money by these people?—I forget whether I told him or not. I think I did. I told several people at the time. I told Mr. A. L. D. Fraser, and other members of the Native Affairs Committee.

40. The clause came on afterwards, did it not?—Oh, yes, some time afterwards.

41. *Mr. Massey.*] I think the clause was moved during the Committee stage of the Bill, and you and I and one or two others talked the matter over, and came to the conclusion that it was desirable, in the interests of settlement, that the rehearing should be held and the clause should be agreed to?—That is so. It was rather against my former ideas.

42. *Mr. Skerrett.*] I understand that it is suggested by Mr. Massey that he voted for this clause not because the interests of justice required the investigation of the block, but because the interests of Auckland settlers required it—is that so?—I cannot say what was in Mr. Massey's mind.

The Chairman: What other witnesses have you, Mr. Myers?

Mr. M. Myers: Mr. Otterson, whose evidence will be formal, and four Natives, and I may want to recall one Native on one point.

The Chairman: How long do you think they will take?

Mr. M. Myers: I think we should dispose of those quite easily in a morning. The only other witness I have got after that is Mr. Griffin.

The Chairman: Thank you. The Committee will deliberate.

In camera, the Right Hon. Sir J. G. Ward moved, That the Committee adjourn till 10.30 a.m. on Thursday.

This was agreed to.

The Right Hon. Sir J. G. Ward said that he had asked two witnesses to come to-morrow morning, and he should like to get them out of the way. One was Mr. McCluggage, and the other the Hon. Mr. Carncross.

The Committee then adjourned.

THURSDAY, 17TH NOVEMBER, 1910.

JOSEPH MCCLUGGAGE, Storekeeper, Whangamomona, sworn and further examined. (No. 33.)

1. *Right Hon. Sir J. G. Ward.*] Mr. McCluggage, in connection with the charges made against Mr. Symes, can you tell the Committee whether I spoke in the Stratford Electorate just prior to the last general election?—No, Sir Joseph. I asked you twice, on behalf of the friends of the Liberal party, to do so. The first time I asked you was when the House was sitting, and you said you would speak at Stratford.

2. Was that in 1908?—Yes. The second time, I saw you at New Plymouth, and I asked you if you would speak at Stratford in a week or so, and you said No, on account of the charges against Mr. Symes. I said that Mr. Symes could clear himself, and you said that if he could not you would be quite willing to set up a Committee in the House to investigate the charges. That was the whole of the conversation, I think, you had with me or I with you.

3. I want to ask you whether, upon the occasion of my visit to New Plymouth prior to the election, I was asked then to speak in the electorate on behalf of Mr. Symes?—That is so.

4. I declined to do so, and the reason I gave was that on account of the public charges made against Mr. Symes I was not prepared to do so until he cleared himself; but I was willing, if he were elected, to have a Committee of the House set up to investigate the charges?—Yes, that is so.

5. So that if any statement is made by Mr. Hine or by anybody else that I spoke in the Stratford Electorate, that is not correct?—Yes, that is so.

6. *Mr. Massey.*] Did Sir Joseph Ward speak in the New Plymouth Electorate?—No.

7. Did he speak at any other place that you know of?—Not in Taranaki.

8. Did he speak at Feilding?—No, not that I know of.

9. Have you got a good memory, Mr. McCluggage?—I think so.

WALTER CARNCROSS, M.L.C., sworn and examined. (No. 34.)

1. *The Chairman.*] What is your name?—Walter Carncross.

2. You are a journalist?—Yes.

3. And a member of the Legislative Council of New Zealand?—Yes.

4. And have been so——?—Since 1903.

5. And you have been a member of the Lower House for——?—Twelve years.

6. Where do you reside, Mr. Carncross?—In Eltham.

7. You are proprietor of a newspaper?—Yes.

8. Circulating in what district?—The Eltham district.

9. The name of the newspaper is——?—The *Eltham Argus.*

10. *Right Hon. Sir J. G. Ward.*] Do you remember seeing me at New Plymouth prior to the last general election?—Yes.

11. Do you recollect making a request to me to speak in the Stratford Electorate?—I did not make a request, but, so far as I remember, in our conversation I said that I understood a request was to be made to you to speak in Stratford.

12. Will you tell the Committee what my answer was?—The conversation took something like this form, as far as I can remember: I mentioned to you that I understood that you were to be asked to speak in Stratford on Mr. Symes's behalf, to assist him in his candidature. You then asked if there were not some charges at that time being levelled against Mr. Symes in connection with some petition matters. I said Yes, that was so, and then you intimated that you would not care about speaking on Mr. Symes's behalf until those charges were cleared up, adding that if Mr. Symes were re-elected he could have a parliamentary inquiry if he wished.

13. *Mr. Massey.*] If who wished?—Mr. Symes. That is the conversation, as far as I can recollect, that took place in New Plymouth.

14. *Right Hon. Sir J. G. Ward.*] Do you recollect what month that was?—That would be in the month of November, shortly preceding the election.

15. *Mr. Massey.*] You did not convey the request to Sir Joseph Ward to speak in Stratford?—No. I think I heard of it through the newspapers that he was to be asked.

16. Were you taking part in the election?—No, not in that part of Taranaki.

17. Did Sir Joseph Ward speak in New Plymouth?—Yes.

18. Who were the candidates there?—I think, Mr. Okey, Mr. Bellringer, and Mr. Malone were the three.

19. Who was elected?—Mr. Okey.

20. Was he the Government candidate?—No.

ROBERT DANIEL KELLY examined. (No. 35.)

1. *Mr. M. Myers.*] You are——?—A clerk in the General Post Office.

2. Do you produce a Post-Office Savings book No. 105849, in the name of Horomona Watarauihi, of Matakana?—Yes.

3. What period does this cover?—The bank-book is an account transferred from another account on the 24th January, 1903, and it is retransferred on another account on the 24th May, 1910.

4. I just want you to turn up the entries for 1905. You find on the 8th March, 1905, a withdrawal of £15?—Yes.

5. The money is withdrawn where?—Ngaruawahia.

6. What does that mean—that it is paid out by the Savings-Bank official?—Yes, at the post-office at Ngaruawahia.

7. *Mr. Skerrett.*] Kindly look through that book, and tell me the number of withdrawals of the amount of £15 since the year 1905?—There are six withdrawals.

8. Each of £15?—Yes.

9. The other withdrawals are of £10 each chiefly?—There are various amounts, but £10 principally. There is one for £30, and then one for £15.

10. What is the date of the second £15?—August 11, 1908.

11. The only withdrawals in 1905 are one for £15 and one for £3—is that so?—Yes, that is so.

Mr. Fraser: We do not want that.

Mr. Skerrett: Surely it is relevant to show that in the ordinary course the depositor was in the habit of withdrawing sums of about £15.

The Chairman: Yes, I think so.

Witness: On 14th May, 1908, £30 was withdrawn; on 11th August, £15; on 1st September, £10; on 2nd September, £15; on 13th November, £10. In 1909, on 2nd January, £40; on 7th April, £56; 15th May, £10; 14th June, £10; 9th August, £15; 28th September, £15; 29th October, £15; 7th December, £20; 24th December, £25.

Mr. Fraser: Surely you have no right to drag a man's private accounts before the public like this!

12. *Mr. Skerrett.*] On the 19th January, 1910, there was another withdrawal of £15?—Yes.

13. *Mr. M. Myers.*] It is the fact, Mr. Kelly, that according to the book there was only one withdrawal of £15 in 1905?—Yes.

14. There was only one withdrawal besides that in 1905, and that was on the 10th June, for £3?—Yes.

15. And the withdrawal of the £15 in that year took place on the 8th March?—Yes.

16. *Mr. Reed.*] When a depositor draws an amount out by telegram there is a telegram received: is it a reply order telegram?—No. He pays 6d., and the Department sends the telegram free.

[Savings-Bank book put in, and marked "Exhibit M 1."]

HENRY OTTERSON examined. (No. 36.)

1. *Mr. M. Myers.*] You are Clerk of the House of Representatives?—Yes.

2. I think you have your records of certain petitions presented to the House that you have been asked to produce?—Yes.

3. Do you mind telling us about the record of petition 913 presented in 1904?—Was that the one referred to in paragraph (*a*)?

4. Yes?—That was not presented to the House at all.

5. There was such a petition?—I know nothing of it. It was not presented to the House.

6. *Mr. Allen.*] I think you will find it in your Journals. Do you mind looking at the Native Affairs Committee's reports of 1905 and 1906?—It is stated in my summons to attend this Committee that the petition was not presented, and I did not look for it.

7. *Mr. M. Myers.*] The petition there referred to is in the name of Horomoana Watarauihi, but I want you to look for petition 913 of 1904, purporting to be made by Te Awa Horomona. Have you looked at page 6 of the reports of Native Affairs Committee for 1905?—Yes.

8. Do you find there was a petition presented purporting to be sent by Te Awa Horomona in 1904?—Yes.

9. Is that a petition in reference to Waipa Block No. 66?—Yes.

10. By whom was it presented?—I could not tell you without having the Journals.

11. Will you send up the petition during this morning?—Yes.

12. And that will show by whom it was presented?—Yes (see No. 36).

13. Was there any report made upon that petition, and, if so, when?—The report states that the Committee has no recommendation to make with regard to this petition, and it was brought up on the 25th July, 1905.

14. The next one I want to look at is petition 748 of 1907. I think you will find that it was presented by Mr. Massey?—Yes, I have a copy of it. The original was burned. I got a copy of it from the Native Office.

15. Is that a petition by Te Rewhatu Hiriako and others?—Yes.

16. Referring to the Umukaimata Block?—Yes.

17. That is presented by——?—Mr. Massey.

18. And referred in 1908 by the Native Affairs Committee to the Government for favourable consideration?—The report was brought up in 1908, on the 4th August. It was for consideration, not favourable consideration.

19. Do you mind looking at the record of petition 807, 1904?—That petition I cannot produce. The original was burned. It was not referred to the Government, so that they had no copy of it in the Native Office.

20. Does your record show that there was such a petition?—Yes.

21. By Mohi te Wara?—Yes.

22. In reference to Block——?—Lot 21, Whangape, and other lands.

23. Does your record show by whom the petition was presented?—By Mr. Kaihau.

24. Do your records show what was the date?—The 16th September. The Committee reported that they had no recommendation to make on the 13th October, 1904.

25. Now, do you mind looking at the record of petition No. 208 of 1900?—Yes, I have the original petition in that case.

26. By whom was that presented?—By Mr. Parata, for Mr. Kaihau.

27. Is that petition by Kahu Huhatere?—Yes.

28. It was about the Rewahanui district?—It seems to be about a will.

29. And that was referred by the Committee to the Government for inquiry?—The Committee recommended the petition to the Government for inquiry by a Judge of the Supreme Court, on the 14th September, 1900.

30. The other one is in 1905—No. 359?—I obtained a copy of that from the Native Department.

31. Is that petition by Karuwhero?—Te Karuwhero and others.

32. Now, by whom was that presented?—It does not show on this copy.

33. Does it show on any of your records?—It is in the Journals. I did not bring the Journals here.

34. It was presented by Parata for Kaihau. If that happens to be a mistake, will you please let us know at once?—Yes (see memo. at end of evidence of witness).

35. And I think that was referred by the Native Affairs Committee to the Government for inquiry?—The Committee recommended that the petition be referred to the Government for inquiry, on 18th October.

Mr. M. Myers: Mr. Chairman, I withdraw paragraph (*f*) of the last charge put in.

The Chairman: Very well; that will be noted.

36. *Mr. M. Myers* (to witness).] You find in the records or Journals of the House that petition No. 913, by Te Awa Horomona, was presented on the 17th October, 1904, for a fresh hearing of Block 66, Waipa, by Henare Kaihau?—Yes. There was no report that year, but a report was brought up on the 25th July, 1905.

"Office of the Clerk, House of Representatives,
Wellington, 17th November, 1910.

"Memo. for the Chairman Allegations by Member for Stratford Committee.

"SIR,—

"In continuation of my evidence given this morning, I have to inform you that the petition of Te Karuwhero and others, No. 359, 1905, was presented by Mr. Parata (for Mr. Kaihau) on 16th August, 1905, and reported on by the Native Affairs Committee on 18th October, 1905.

"H. OTTERSON,
"Clerk, House of Representatives."

KERITOKE TE AHU sworn and examined. (No. 37.)

1. *Mr. M. Myers.*] Where do you live?—My permanent place of abode is Pukemiro, but I live at Huntly.

2. Do you know a Native named Mohi te Wara?—I would ask you to give me a few moments just to make a statement. The reason that I have come to Wellington is that I have not come to do any injury to anybody, but have simply come for the purpose of speaking on the matters on which I was asked to come. Therefore I may say this: I say that, whatever actions Mr. Kaihau has performed, those actions of his he must either justify or otherwise. I shall do nothing to the detriment of my relative Mr. Kaihau. Here I am in the hands of lawyers.

3. Did you know a Native named Mohi te Wara?—Yes; he is a relative of mine.

4. Is he alive?—He is dead.

5. When did he die?—Last summer.

6. Did you during 1904, or at any other time, act in any way as his agent?—Yes, in 1904.

7. Do you know whether he was interested or claimed to be interested in some lands at Whangape?—Lot 21 or 22, perhaps. Lot 21 is at Rangiriri.

8. Do you know anything about a petition that was made by Mohi te Wara in 1904 to Parliament?—Yes. I was the agent in connection with that petition.

9. Who presented that petition?—Henare Kaihau.

10. Who asked him? Was it you or Mohi te Wara, or who was it asked him to present the petition?—I did, but as Mohi te Wara's agent.

11. Did you have any communication with Kaihau in regard to that petition?—Yes. I approached Kaihau and asked him to come to the house of my principal, Mohi te Wara.

12. Did any letters or telegrams pass between you and Mr. Kaihau?—Yes; but they are now in the hands of the lawyer.

13. Where did you keep the different telegrams? Did you keep them in the safe, or what did you keep them in from 1904 until they were handed to the lawyer?—In a box in which I keep all the things I think of importance.

14. Did you receive that telegram purporting to be signed by Henare Kaihau and bearing the office-stamp mark of the 2nd August, 1904 [produced]?—Yes.

15. The office of origin of that telegram is Wellington, and it is addressed to "Keritoke te Ahu, Huntly"?—Yes. "Send me the petition and the money, lest it be too late.—H. KAIHAU."

16. I put that in. What did you do when you got that telegram?—I sent a telegram in reply saying——

The Chairman: We cannot have that. It is secondary evidence.

17. *Mr. M. Myers:* It is of no importance. Did you keep a copy of the telegram you sent and the reply?—I have perhaps, yes; or it may be no. Yes, I have a copy.

18. You did send it, and you have a copy?—Yes.

19. What did you do after that? The telegram says, "Send the petition and the money, lest it be too late." What did you do after receiving the reply?—I waited for a reply to inform me as to whether the petition had been dealt with or not.

20. What did you do then?—I received a telegram from Henare Kaihau stating that the petition——

21. *The Chairman.*] Where is the telegram?

Mr. M. Myers: I will put them all in in a moment.

22. *Mr. M. Myers* (to witness).] Kaihau first asked you to send the petition and the money. Was the petition sent, or the money?—Yes, both the petition and the money were forwarded in the same envelope.

23. Did you send the petition and money by registered post?—Yes.

24. And do you produce this receipt which you obtained from the post-office?—Yes.

Mr. M. Myers: This is the receipt for a registered letter with the postmark "Huntly," dated 13th August, 1904, to H. Kaihau, M.H.R., Wellington. I put it in.

25. *Mr. M. Myers* (to witness).] Did you receive this telegram on the 12th August, the previous day, from Henare Kaihau?—Yes. "It is well. Send it to me speedily.—H. KAIHAU."

26. Was that in reply to a telegram that you had sent to him?—There are two things I am not sure about. I am not sure whether I am being asked about the £15 or the £5.

27. The £15. You got a reply?—Yes.

Mr. M. Myers: I put that telegram in.

28. *Mr. M. Myers* (to witness).] You have a copy of that telegram?—Perhaps I have. I think I have.

29. Did you then on the 17th August receive this telegram from Henare Kaihau?—Yes.

30. What does that mean?—"The petition and the money have arrived.—H. KAIHAU."

Mr. M. Myers: I put that telegram of the 17th August in from Henare Kaihau to Keritoke te Ahu, Huntly.

31. *Mr. M. Myers* (to witness).] Do you mind looking at this telegram, dated 11th October, signed "Kaihau," and addressed to Keritoke te Ahu, Huntly?—Yes. "Your petition has been passed by the Committee, but the preparation of the clause for the Act will take place afterwards, when the stage of the 'washing-up' Bill is reached. Send me £5 for the working of the Act speedily.—KAIHAU."

Mr. M. Myers: I put that in.

32. *Mr. M. Myers* (to witness).] That is two days before the report to the House? Did you send the £5?—My friend Te Whiu Himiona sent £5, but I was with him when he sent it.

33. Did you send it by registered post?—Yes.

Mr. M. Myers: I produce the receipt of the registered letter sent from Huntly on the 31st October, 1904, to Kaihau, M.H.R., Wellington.

34. *Mr. M. Myers* (to witness).] That last £5 was sent on the 31st October. Do you know whether on the 26th October, five days before it was sent, you received that telegram from Kaihau?—I think so.

35. It is from Kaihau, Wellington, to Keritoke te Ahu, and dated 26th October, 1904?—Yes. "The money has not yet arrived which you stated in your telegram you had forwarded. Send it this week. Reply.—H. KAIHAU."

36. And then you sent the £5 on the 31st October?—Yes—Te Whiu and myself.

Mr. M. Myers: I put in that telegram. [Exhibit T.]

37. *Right Hon. Sir J. G. Ward* (to the interpreter).] Will you ask the witness if at any time he informed any member of the Government that he was sending money, or had been asked to send money, to Henare Kaihau or did he communicate with any member of the Government?—At the time of the last election I sent a question to Ngata in regard to the petitions, as to whether they were to be paid for, and this is his reply.

38. That is not an answer to my question?—"Huntly, 15th September, 1908——

39. *The Chairman.*] What does that mean in English?—"Your wire received. It is not right to pay members of Parliament in regard to petitions.—A. NGATA." This was in reply to the following: "A. Ngata, M.H.R.—Is it the law in regard to members of Parliament that petitions presented to the House by members of Parliament are to be paid for. Reply.—KERITOKE."

40. Did you at any time inform a member of the then Government that you had been asked to make payments to Henare Kaihau or to any member of the Government?—At the time I gave the money?

41. Yes?—At that time we were in ignorance of the procedure. If we were asked to make payments, we simply made them.

42. That is not the question. Was any member of the Government informed that you had been asked to make payments to any one?—No. It was because of my ignorance. I did not know what was proper to be done in regard to payments of money.

43. No inquiry was made of the Government as to the ignorance you entertained in regard to it?—No; I approached my member on the matter.

44. Was any approach made to the then Government?—No. I did not know who the members of the Government were.

45. This telegram of the 15th September, 1908, to Mr. Ngata, a member of the Executive, inquiring if it were the law for petitions to be paid for, was the only occasion on which you communicated with members of the Executive?—Yes, because I looked upon it that Henare would lose his seat through that action of his. I approached Mahuta, who was the man I wished to be returned.

46. And the reply you received from Mr. Ngata, member of the Executive, was, "Your wire received. It is not right to pay members of Parliament in regard to petitions"?—Yes.

47. *Hon. Mr. Millar.*] Has it been the custom for Natives to pay for work done of this class in the past?—Well, I have no knowledge of what was the practice prior to the time of which I speak, but simply I asked Mr. Ngata, and I got that reply, and then I said to myself, It behoves me to hold everything I have in my possession.

48. *Mr. A. M. Myers.*] Had Mr. Kaihau done any other service for you than the presenting of the petition?—No; I have always looked after my own affairs.

49. *Mr. Reed.*] Are you a constituent of Mr. Kaihau's?—I live in the same house.

50. Was this deceased petitioner also a constituent of Mr. Kaihau's?—All from the same house.

51. Had you been, at the 1905 election, a supporter of Mr. Kaihau—you and the deceased petitioner?—I am just trying to think. I do not think I voted at that election, but my relative Te Whiu probably did.

52. Were you supporters of his at his last election?—I did not vote. Te Whiu may have done so. You will find no record of my vote, nor my wife's.

53. You did not vote at all?—I did not.

54. *Right Hon. Sir J. G. Ward.*] Are you a candidate at present for the Western Maori seat?—No.

55. *The Chairman.*] Did Mr. Kaihau do any work in connection with the petition or petitions previous to its presentation—searching records, or anything else?—I have no knowledge of that.

56. What is Henare Kaihau in business?—At the time the petition was presented he was a member of the House.

57. What is his private occupation?—I do not know. I did not live at his kainga, so did not know what he does.

58. *Right Hon. Sir J. G. Ward.*] Are you an announced candidate for the Northern electorate at the forthcoming general election?—Certainly.

59. I want to know, when I asked you if you were a candidate for the Western Maori electorate, whether you ought not to have informed me that you were a candidate for the Northern District?—I am waiting.

60. *The Chairman.*] When you learned from Mr. Ngata that it was not a proper thing to pay members of Parliament, did you make any complaint to any other member of the House?—No.

61. But you took exception to that payment? Since you got a reply from Mr. Ngata have you complained that Mr. Kaihau received that money improperly?—I simply listened. I was to be called.

62. Since the date when the money was paid, or alleged to be paid to Mr. Kaihau, have you ever complained to Mr. Kaihau about his having received this money improperly?—No.

63. *Mr. Skerrett* (to the interpreter).] Will you refer to the telegram of the 11th October, 1905, from Mr. Kaihau, which says, "Send me £5 for the working of the clause." Might that last phrase be fairly interpreted, "Send £5 for drafting that clause"?—Yes, it could be construed in that way.

64. Would not a Maori sending a telegram about drafting a clause also use that phrase?—He could use that phrase.

65. Do you know of any other phrase?—Yes, "making."

66. "Making" is the equivalent for "drafting"?—There is no such word in Maori as "drafting."

67. So that if a Maori desires to express the idea "Send me £5 for the drafting of the clause," he might use such a phrase?—Yes.

68. *The Chairman.*] You could understand it in that sense?—You could.

REWATU HIRAKO sworn and examined. (No. 38.)

1. *Mr. M. Myers.*] Where do you live?—Mapiu.

2. Do you know Henare Kaihau?—Yes.

3. Were you in 1907 interested, or did you claim to be interested, in the Umukaimete No. 4 Block?—Yes.

4. Did you sign a petition to be presented to the House in regard to that block?—Yes.

5. Do you recollect what member presented the petition to Parliament for you?—Well, I gave it to a pakeha member, but he was a member of the Opposition. I forget his name.

6. Was it Mr. Massey?—Yes.

7. Do you remember whether you ever had any conversation with Mr. Kaihau in regard to your petition?—No; but a long time afterwards he spoke to me.

8. Where was that—in Wellington, or where?—It was here, at the Wellington Hotel.

9. Do you remember about what time of the year it was, or what month of the year? Can you fix the time with reference to any event that happened about the time?—I cannot, but I could get fairly close to it if I might be allowed to make a statement, as I desire.

10. Very well; say what you want to say?—Is it about Henare?

11. Yes?—The event that I think will about fix the time was when the Parliamentary Buildings were burned.

12. Was it before or after the fire?—It was before the burning-down of the Parliamentary Buildings.

13. Can you say how long before?—Well, I cannot be certain. I may say perhaps about a week.

14. That would be in December, 1907. What was it Mr. Kaihau said to you, and what happened between you?—Well, I spoke to him about my petition.

15. What did he say?—He said to me that I had been wrong in not remembering him being the member who represented the Western Maori electorate, and I then made some remarks to him in reply.

16. Can you remember what they were?—This was my reply: I said to him, "Well, where you are blamable is that you were not here when you should have been attending Parliament."

17. What did Mr. Kaihau say then?—He said, Yes, I was correct in what I said.

18. What further conversation took place about the petition?—I will shorten it by stating that I paid Henare Kaihau £25.

19. How did you come to pay it? Who suggested it? Tell us all about it?—He was my member, and, secondly, he asked me to do it, and I gave him the money for that reason.

20. But what did you give him the money for?—That, of course, I do not know. My petition was with regard to Te Umukaimete, and I was fighting against the Government in regard to that petition.

21. Who first suggested that you should give Mr. Kaihau any money?—My friend Kaihau.

22. How much did he first of all ask you for?—Nothing at all—a mere nothing—only £25. I feel very nervous, Mr. Chairman.

23. What was it Mr. Kaihau said to you when he asked you for the £25? Can you remember?—He told me that the thing would be finished in about five minutes—in regard to my petition.

24. What else did he say?—I went with him to interview the Hon. Mr. Carroll at the time I speak of. I cannot repeat all that was said.

25. How did you make the payment—in notes or gold, or what?—In notes.

26. Were they one-pound notes, or fives, or what?—I paid him three notes, each of which was for £10. If my wife were here I could tell you; I cannot myself.

27. Did you get the notes from her?—Yes. It was my own money, and she had it.

28. Do you know whether your petition was dealt with that year?—I am not quite sure. I sent my petition under a funny name: it was called "Opposition."

29. *Right Hon. Sir J. G. Ward.*] Did you make any complaint or representation to any member of the then Government that you were being asked to pay any money to a member of the House, or that you made any payment to Mr. Kaihau?—No.

KAAHU HUATARE sworn and examined. (No. 39.)

1. *Mr. M. Myers.*] Where do you live?—At Otorohanga.

2. Do you remember presenting a petition to Parliament in the year 1900?—Yes, I sent it to Parliament.

3. To Henare Kaihau?—To Henare Kaihau.

4. Was that petition in respect of Wahanui, deceased?—Yes.

5. Did you receive a telegram from Mr. Kaihau after you had sent him your petition in 1900?—Yes, at Otorohanga.

6. Have you got that telegram still?—No. I simply saw the wire. I do not know where it is. I cannot say what happened to it.

7. What was the wire about?—Asking for money.

8. How much?—£10.

9. What for?—I do not know what for. I know that he asked me to send him £10.

10. Did you have any other business with him except in respect of the petition which he was presenting for you?—Only the petition.

11. What did you do? Did you send him any money, and, if so, how much?—Yes, I sent him £10.

12. Did you send it yourself or give it to somebody else to send?—I cannot read or write, and I got Pepene to go with me to the post-office.

13. Did you, shortly after sending the money away, come to Wellington?—Yes; Henare sent for me, and I came. It was all contained in the same wire—the request for money and calling upon me to come to Wellington.

14. Did you send the money before you came to Wellington?—Yes.

15. When you came to Wellington did you see Mr. Kaihau?—Yes, I saw him at a boarding-house near here.

16. Can you remember whether you had any conversation with him about the money that you sent?—Yes, I asked him. I said, "Have you received the money that I sent?" and he said "Yes."

17. *Right Hon. Sir J. G. Ward.*] Did you at any time complain to any member of the then Government, or make any representations, concerning any payment that you state was made to Mr. Kaihau?—No.

TE KAMANOMANO sworn and examined. (No. 40.)

1. *Mr. M. Myers.*] Are you a chief of the Ngatireko Tribe?—Yes.

2. Where do you live?—At Ngaruawahia.

3. Is your tribe interested in the Manuaitu Aotea South Block?—Yes.

4. Did you and other members of your tribe in 1905 present a petition to Parliament in reference to that block?—Yes.

5. To what member did you hand your petition for presentation?—Henare Kaihau.

6. Did you during the session of 1905 see Henare Kaihau in Wellington in connection with that petition?—Yes.

7. Did you have any conversation with him?—Yes.

8. Just tell us what happened between you and him?—I spoke to him about my petition, in regard to his presenting it to the House. He said "Yes."

9. What else did he say?—I remained waiting in Wellington for the petition to be presented. I remained for a considerable time—about seven weeks—and then went home.

10. During the time you were down here did any money pass between you and Henare Kaihau?—Yes, I did give him money.

11. How much?—Fifteen pounds.

12. What for?—I asked for money to assist matters in connection with a meeting at Waharoa, where Mahuta was present, and he gave me some money. He gave me £10. And when he was due to come here in the year 1905 a young member of my hapu—a child of rank—died, and I asked him for the sum of £5 towards expenses in providing food at the funeral ceremonies. And then he came down here. But we told him that as soon as we had money we would pay him back

what he had advanced us. He did not stipulate that it should be paid on any particular date: he said, "Whenever you have the money, pay me back."

13. Did you pay any money in connection with this petition in 1905?—Yes. When the petition was drawn up all the Court books and records had to be searched, and I paid him for that.

14. How much?—Ten pounds.

15. Where are you staying in Wellington?—At a house in Pipitea Street.

16. Is it the same house that Mr. Kaihau stays at?—Yes. When I got here they were there. I did not know they were there. I had stayed there before.

17. Mr. Kaihau stays there, and you paid this £10 in 1905 for searching the Court books and so on?—Yes.

18. Was it before or after you handed Mr. Kaihau the petition for presentation that you paid the £10?—It was in this way: When the petition was drawn up he asked for £10 to pay the persons who were looking up the information from the Court records.

19. *Mr. Skerrett.*] Was this petition on behalf of yourself and your tribe?—Yes.

20. What is the name of the tribe?—Ngatireko.

21. Does Mr. Kaihau carry on business as a Native agent?—Yes.

22. I understand you to say that you paid him this £10 for services and costs incurred by Mr. Kaihau as a Native agent?—Yes.

23. Mr. Kaihau had advanced to you a sum of £10 and a sum of £5?—Yes.

24. Was it those sums which you repaid to Mr. Kaihau in Wellington?—Yes, last September.

25. How many of your people came down to Wellington about the petition?—Only myself.

26. How long did you wait down here?—I came down here in 1905, and I was here for seven weeks before I went home. Henare used to assist me then, if I was without money. Sometimes he lent me money.

27. Is it not a fact that during the seven weeks you were in Wellington Henare from time to time lent you money to pay for your board and maintenance?—Yes; and I used to pay for myself if I had a little money of my own.

28. *Right Hon. Sir J. G. Ward.*] Did you at any time, in connection with the money paid by you to Mr. Kaihau, for whatever purpose—connected with petitions, or business, or whatever it may be—make any complaint or representation to any member of the then Government as to what was being done in that respect by you?—No.

HOROMONA WATARAUIHI sworn and examined. (No. 41.)

1. *Mr. M. Myers.*] Do you remember giving evidence here the day before yesterday?—Yes.

2. Did you on the same day, or the evening of that day, see Mr. Kaihau?—Yes.

3. Did you go to see him, or did he go to see you?—He came to me.

4. Where?—At the Wellington Hotel.

5. What time of the day was it?—In the evening.

6. Was anybody with him when he came to see you?—Yes, Para Haimona.

7. Did the three of you have a conversation together?—About the money, yes.

8. In what room?—In one of the rooms in the hotel.

9. Was anybody else present besides you, and Kaihau, and Para Haimona?—Yes, there were a number of people present.

10. Could they hear what was going on, or was it a private conversation between the three of you?—They would not hear.

11. Will you tell the Committee what it was that Kaihau went to see you about on that evening?—About money. He came to me and said that either I was making a mistake or he was—that, as well as he remembered, I had only given him £5. I said I did not remember that; what I remembered was £15.

12. Did Kaihau say anything else to you?—No.

13. Do you recollect anything else that was said to you by either Mr. Kaihau or Para Haimona?—No. He suggested to me that I had perhaps forgotten the amount that I had paid to his representative Rua.

14. Is that his secretary, Rua Pekamu?—Yes.

15. Is that all you recollect?—That is all.

16. Do you recollect whether any request was made of you to do anything or say anything?—No, it was simply a conversation in which he suggested that either I was making a mistake or he was.

17. *Hon. Mr. Millar.*] Have you told any one of the conversation which took place?—No.

18. You said that it could not be heard in the room?—Yes.

19. Then it is evident some one must have been listening to carry this evidence away, if you did not tell any person?—Perhaps so.

The Chairman: Who is your next witness, Mr. Myers?

Mr. M. Myers: That is all the evidence on these charges. The only other witness I have to call now is Mr. Griffin, on the Flaxbourne charge; and I ask that his evidence be taken to-morrow morning.

Right Hon. Sir J. G. Ward: Might I make a suggestion to the Committee, with a view of having the whole of the evidence in proper order. Different witnesses on different occasions are not giving their evidence in proper sequence, and I would suggest that, when the whole of the cases are completed, the evidence should be arranged in proper sequence.

The Chairman: That is what we are trying to do, but it is a difficult task.

Mr. Massey: How many more witnesses are there altogether, Mr. Chairman?

The Chairman: Mr. Hine's case is closed, with the exception of the cross-examination of these Native witnesses by Mr. Skerrett, and Mr. Griffin.

Mr. Massey: Does Mr. Skerrett propose to call any evidence?

The Chairman: Yes. Can you give us any idea, Mr. Skerrett?

Mr. Skerrett: My case will not be long.

Mr. M. Myers: I understood that Sir Joseph Ward had some witnesses to call in the Flaxbourne case. He said he would call Dr. Findlay.

Right Hon. Sir J. G. Ward: Yes; and I also propose to call Mr. Hemingway. I want him here for Friday.

Mr. Massey: If Mr. Hemingway has not been sent for already, he cannot be here on Friday morning.

Right Hon. Sir J. G. Ward: Well, I want Mr. Hemingway for the next sitting-day. If he is too late for then, and we can finish to-morrow, I will not ask the Committee to wait for him till Monday, but if we have to sit on Monday I want him.

The Chairman: When can your witness from Auckland be here, Mr. Skerrett?

Mr. Skerrett: He will be here on Friday.

On the motion of Mr. Graham, the Committee adjourned at 11.45 p.m. till 10.30 next morning.

FRIDAY, 18TH NOVEMBER, 1910.

The following letter was read by the Clerk:—

"Wellington, 17th November, 1910.

"SIR,—

"Counsel for Mr. Hine, after keeping me in daily attendance for a whole week, did not see fit to call me as a witness. He was, of course, well aware that I knew nothing whatever about the direct charges against Mr. Kaihau, but I cannot regard it otherwise than as an unfriendly act towards me on his part that he did not call me after Nutana's somewhat irrelevant statement as to a threat which he alleged I made. As I have had no official information as to what took place, I would pass the matter over without notice were it not that I feel bound to clear my friend Mr. Browne, who, beyond introducing me to Nutana, took no part whatever in our conversation, and paid so little attention to it that he never afterwards could assist me to refresh my memory as to what took place.

"I most emphatically deny having made any threat to Nutana of the kind alleged. As my memory is now very treacherous, I possibly would not have been a very satisfactory witness on either side, however.

"The Hon. J. A. Tole, Crown Solicitor at Auckland, called my attention to Nutana's statement when first made, long before the purchase of the land was actually commenced, and I then furnished him with my recollections of what took place, and I have no objection to his placing them before the Committee if he sees fit to do so, and so obviate any further correspondence on the subject.

"I am, &c.,

"P. SHERIDAN."

"The Chairman, Allegations by the Member for Stratford Committee,
House of Representatives."

Resolved, That the letter be received.

Mr. Massey: Before we go any further, let me call attention to a paragraph which has been published in one of the southern papers. It is in the Dunedin *Evening Star* of the 16th November, 1910: "(Special to the *Star*.)—Wellington, November 16.—It is understood that the Hine charges will result in the dismissal of the indictments against the Hon. T. Kennedy Macdonald and Mr. C. E. Major (ex-member for Hawera), but that Mr. W. Symes (ex-member for Patea) will be censured, likewise Mr. H. Kaihau (member for the Western Maori District)."

The Chairman: That is a breach of privilege.

Mr. Massey: Undoubtedly.

Mr. Fraser: Is that comment, or a telegram.

Mr. Massey: That is a telegram.

Right Hon. Sir J. G. Ward: I think you ought to bring the *Dominion* in as well. It has been doing that sort of thing from the start. It keeps it up regularly.

Mr. Massey: I do not want to shelter the *Dominion*.

Right Hon. Sir J. G. Ward: I do not think we should trouble about it. It only advertises the newspaper.

Mr. Massey: That is the trouble. We simply advertise them by bringing them before the House.

Mr. Graham: These people could not have done that from any knowledge they gained here.

The Chairman: No. Would it not be as well to pass a resolution on the subject without calling attention to any particular newspaper?

Mr. Graham: It is not likely to affect the decision of any member of the Committee.

Mr. Massey: I move, That the Chairman be requested to call the attention of the members of the Press present at the Committee to the fact that any comment upon the matters which are being inquired into is a breach of privilege, and may be dealt with accordingly." I think that will be sufficient.

Motion agreed to.

The Chairman: I will take this as a direction when the members of the Press come in.

Right Hon. Sir J. G. Ward: As a matter of fact, the consequence of treating such comment as a breach of privilege is generally an advertisement. If it meant the retirement of the editor, or putting him out for six months, it would be a different thing.

The members of the Press having been admitted,

The Chairman: Gentlemen,—Before we proceed, I should like to call your attention to what has taken place in some parts of the Dominion with reference to this Committee's proceedings. I noticed that some of the newspapers have taken it upon themselves to mention the proceedings that are taking place before this Committee. They have even gone so far as to express an opinion as to what our findings will be. As you probably know, the Press has no right to comment in any way upon what is taking place; their privilege is confined to reporting the evidence which is being given here. It is necessary to point out to the Press of the Dominion that such conduct is a breach of privilege, and it may be my duty, if this ignoring of the undoubted right of the House and of this Committee to have its proceedings regarded as not subject to comment, but as entirely *sub judice*, is continued, to ask the Committee to take action and bring the matter before the House as a breach of privilege. All I can do is to express a hope that members of the Press, knowing what is right in this matter and that the proceedings are *sub judice*, will not be guilty of what is undoubtedly a dereliction of duty.

A. L. WILSON further examined. (No. 42.)

1. *Mr. M. Myers.*] You spoke the other night of the bank account of Macdonald, Wilson, and Co., and you stated that the cheque for £165 had not gone through it?—No, not so far as I can trace it.

2. Did Macdonald, Wilson, and Co., or either partner, have an account in any bank in which Government moneys were lodged—I mean moneys earned for services rendered to the Government?—There was no separate banking account.

3. We heard——

Mr. Skerrett: I do not know how far this is to go. I point out that my learned friend has asked Mr. Wilson to be called on a particular point, and he is examining him upon matters as to which he was asked on his previous examination.

Mr. M. Myers: That is all I want.

Mr. Skerrett: I point out that the only purpose for which a witness can be recalled is to ask him about some fresh matter which has been omitted accidentally. I ask Mr. Myers not to pursue the matter.

The Chairman: You have the right to cross-examine the witness again if you think it necessary.

4. *Mr. M. Myers.*] It is due to the witness that I should ask him this question before I call Mr. Griffin, who is going to speak on this matter. You remember, Mr. Wilson, the night of your arrival at Flaxbourne?—Yes.

5. And I think you said that you rode out there with Mr. McCallum?—Yes.

6. Did you know Mr. Griffin, and meet him on your arrival at Flaxbourne?——

Mr. Skerrett: I object to this.

Mr. M. Myers: If my friend objects I will not pursue it. I will call Mr. Griffin.

W. E. GRIFFIN sworn and examined. (No. 43.)

1. *Mr. M. Myers.*] Your full name is——?—William Edwin Griffin.

2. You are a land valuer and agent carrying on business at Napier?—Yes.

3. I think, for some years you were employed by the General Government?—I was, for eleven years.

4. And when did you leave the service, Mr. Griffin?—About fifteen months ago.

5. Were you employed by the Government during the latter half of 1903, and the whole of 1904?—Yes.

6. And part of 1905, during the whole of the proceedings in connection with the Flaxbourne claim?—Yes, I was employed by the Government the whole of that time.

7. What was your general official position?—District Valuer for Hawke's Bay.

8. I think, even though you are no longer in the Government service, you still do special work for Government Departments?—Yes, for the Public Trust Office.

9. Had you, prior to the Flaxbourne case, done work for the Government in connection with the preparation of cases where claims had been brought against the Government under the Land for Settlements Act?—Yes. Before the Flaxbourne case I was employed on the Argyle case; and during the progress of the Flaxbourne case I was employed in the Mount Vernon case, which came on immediately after the Flaxbourne case.

10. And in those two cases generally all the duties were given to you in connection with the conduct or management of the case?—I do not know how properly to designate my position, but I suppose you may say that I was in charge of the case.

11. You had charge of some of the witnesses?—Yes, some of the witnesses in the Hawke's Bay case. I have had charge of the witnesses.

12. Had you also similar duties in connection with the Flaxbourne case?—Yes.

13. Do you know about when you took up those duties?—I think it was in July or August, 1903.

14. And you took charge in what way?—I made a visit of inspection originally in company with Mr. A. R. Lyons and Mr. Chaffey.

15. What were your duties in connection with the Flaxbourne case?—After paying my original visit we organized a camp, and I was in charge of it and took the witnesses over the property.

16. Who was preparing their evidence and approving of it?—I should say you could see that by the reports. They made their own reports on the property.

17. And you used to see them?—Yes.

18. You had charge of the camp?—Yes.

19. And of the general work to be done over there?—Yes, in conjunction with Mr. Greville, who had had a good deal to do with camping. He was a surveyor, and was conversant with those matters.

20. Do you remember being over there in December?—Yes.

21. Did you have a camp at Flaxbourne then?—Yes.

22. Do you remember Mr. A. L. Wilson going over to Flaxbourne?—Yes, I do.

23. Do you know what day of the week it was when he arrived at Flaxbourne?—He arrived on the Sunday, about midday, in company with Mr. McCallum and another gentleman named McNaughton, who came from the Wairarapa.

24. About that time where was your camp?—When he arrived it was in the usual place, in the plantation near the homestead.

25. How long had it been there?—We had moved the camp the day before. It might have been the Friday or the Saturday.

26. At that time did you have many men in your camp?—Yes, a large number.

27. What do you call "a large number"?—I should say a dozen—perhaps more.

28. Were they witnesses or prospective witnesses?—Yes.

29. Before I go any further, are you able to say how long Mr. Wilson remained in Flaxbourne?—He arrived on the Sunday at midday. He spent one day on horseback with the rest of us on the Monday, and made a valuation of the buildings on the Tuesday. He went away either on the Tuesday night or the Wednesday morning.

30. That is the total length of time he was on Flaxbourne?—Yes.

31. Did you know him prior to Sunday midday, when he arrived?—No, I never saw him before.

32. Who introduced him to you?—Mr. McCallum.

33. Did you know what he came for?—I asked him, and told him that I could only give him a horse the following day, as we were very short of horses. I wired to Mr. McCallum that if he brought any witnesses he must also bring bedding and horses for them. The camp bedding was in full utility at the time. Mr. McCallum brought a horse with him, which was led behind the buggy. Mr. Wilson did not, and I told him that he could only have a horse for the following day, as the horse I had was hired, and had to be returned next day. He said, "Do not bother about the matter. I am just going to make a report. I do not want to see the country. I am doing this because my partner is acting as an assessor without payment." So I did not take any trouble about Mr. Wilson. I believe he got some information from Mr. Greville, who was also on the Government side.

34. The area of Flaxbourne was what?—56,000 acres.

35. We have been told it was 57,000 acres?—I think that is wrong.

36. What is the shortest number of fine days that it would take any valuer, or any person making a report except Mr. Wilson, to go over that country?—I do not think any one made an inspection in less than eleven days—a thorough inspection.

37. Was it possible for Mr. Wilson to make a report on the property with such an inspection as he made, from the time he was there?—It would be quite impossible to make any report that would be of any use in the Court.

38. Now, Mr. Griffin, did you see his report?—No, I have never seen his report.

39. What about the reports made by other people—did you see them or not?—Yes, I think I saw all of them.

40. Do you know of any report, other than Mr. Wilson's, that was not submitted or shown to you?—No, I do not think so.

41. Who was he making the report for—do you know that?—He said he was making the report for Mr. Seddon.

42. Is that all he said?—I think that is all he said.

43. And you say that of the two days and a half, or possibly three, one day was occupied in looking over the buildings?—One day was occupied in looking over the buildings. The buildings would take half a day.

44. Could you inspect a place like that on foot?—No. He could not get about without a horse.

45. And he had only one day?—One day.

46. Did you change camp while you were there?—No, we never changed camp again.

47. *Mr. Skerrett.*] Mr. Griffin, the Flaxbourne was an extremely important case?—Very.

48. Involving an exceptionally large property?—Yes.

49. And an exceptionally large claim for compensation?—Yes.

50. It was a matter in which the late Mr. Seddon took a keen personal interest?—I have been told so.

51. Do you not know of your own personal knowledge, from your communications with him?—No. I do not think I had any communications with Mr. Seddon at all on the Flaxbourne case.

52. Do you not know that the Flaxbourne case was fought most bitterly on both sides?—There was no bitterness so far as I was concerned.

53. I did not suggest there was?—The thing was fought bitterly on both sides, I think.

54. It was fought keenly?—It was.

55. And the claimants had to fight for every sixpence awarded to them?—I think they got quite enough.

56. But they had to fight for every sixpence awarded them?—I suppose so, yes.

57. You know that there was a very important preliminary question to the settlement of the amount to be awarded?—I think I know what you mean—the classification.

58. I mean the classification first, and the reservation afterwards?—The classification never had any real importance.

59. Do you mean, in your eyes, or in the eyes of those who conducted the case on the other side?—I do not know that it had on the Government side—not very much.

60. Was it not keenly contested on the part of the Government, and also on the part of the claimants?—Well, I suppose it was.

61. It was upon the question of classification that the right of the claimants to select a particular area, and the amount of the area, depended?—Yes.

62. Then followed two cases for the purpose of determining the amount of compensation?—Yes.

63. Now, you were all this time an employee of the Government?—Yes.

64. You had been employed in the Hawke's Bay District as District Valuer?—Yes, and also in one compensation case before this.

65. Your experience as a valuer was very largely confined to the Hawke's Bay District?—Yes. Before the Flaxbourne case was heard I was pretty conversant with every sale that had taken place in Marlborough, in addition to that.

66. I understand that your experience as a valuer commenced with the conduct of a station business of your own in Hawke's Bay, and a very large experience in the Hawke's Bay District?—Yes.

67. You had never carried on business in Marlborough or Christchurch?—No, nor anywhere else.

68. You had no experience of either farming or tussock country, nor had you valued it?—No.

69. You told us that you managed the Flaxbourne case?—I said I did not know how to designate my position.

70. You gave evidence in the Argyle and Mount Vernon cases, and other cases?—I think those two cases.

71. You are an enthusiastic man in any work you undertake?—You are very good to say so, but I cannot blow my own trumpet.

72. Is it not a fact that you worked prodigiously and with enthusiasm in connection with those two cases—the Argyle and Mount Vernon Estates?—Yes.

73. May I put it that you worked enthusiastically and assiduously for the counsel who represented the Crown?—May I say that I should not be asked to criticize my own work.

74. May I suggest that in those two cases in which you were in charge, you would hardly describe yourself as an independent witness?—An absolutely independent witness—in proof of which I might say that in any valuation case, with one exception, my valuation has always been higher than any other witness.

75. Of course, one cannot look into your mind, but I am referring to the position you occupied: do you admit that your position was one—except in your own personal case—that would prevent a witness being quite independent?—I would not admit it. I would not go into any case with a biassed mind.

76. You are a man of very strong opinions?—Not at all. I do not think I am a man of very strong opinion.

77. Turning now to Flaxbourne, I take it that you were in charge of the preparation of the Flaxbourne case?—Yes, I was taking witnesses over the ground.

78. And preparing the case generally?—No.

79. Did you procure witnesses?—One or two.

80. And had frequent conversations with Dr. Findlay, who represented the Crown?—I only saw him once or twice. He only came to Blenheim once. He was in the classification case that fizzled out before you went home to England, when Mr. Sim took over the case.

81. You were in frequent conversation with Dr. Findlay and Mr. Sim?—I do not know what you mean by "frequent conversation." I only saw him once prior to the opening of the case, and took him on the road and showed him the geographical features.

82. But in the position you occupied you would be in frequent conversation with counsel for the Crown?—Yes.

83. The epoch of the case at which Mr. Wilson came on the scene was prior to the classification matters?—Yes.

84. It was not anticipated that the classification would take long?—No. It was really never looked upon as an important feature.

85. And the Government had to determine whether they would accept the reserved area at first selected by the claimants?—Yes.

86. It was then that Mr. Wilson came on the scene?—The classification had never cropped up.

87. The classification had been claimed. The reserved area claimed substantially nearly all the flat arable land?—My recollection is that they claimed the Pig Flat and the Cape Block.

88. No; they were driven by the Court from their first selection, owing to the difficulty of the frontage, and then they claimed the Cape Block. All I want is, that it was a submission of vital interest, and would possibly be anticipated by those in charge of the case?—No, I do not think it was.

89. It is a fact that the case for the claimants is generally conducted by claiming as much as they reasonably can, or otherwise by putting up the value of the land?—I think you may say that fairly. Sometimes it is very unreasonable.

90. The case for the respondent is to put as low a value on the land as is reasonably possible?—That is not the view I have taken. As a proof of that, the award in my case has never been more than a few shillings over my valuation.

91. May I take it in this way: that a witness examines the property and gets into contact with a lot of other witnesses, and he generally becomes an enthusiast over his valuation of the estate?—I do not say that. I cannot speak for others. I have never known any man whom it affected in that way.

92. You would be surprised to learn that some reasonable people entertain quite a different opinion, and find that witnesses on one side or the other are enthusiastic in their views of the value?—I cannot subscribe to that.

93. And the duty of counsel is to select those witnesses who will assist his own case?—Not necessarily by making a wrong valuation.

94. You know that counsel on both sides did reject a number of witnesses who did not suit their case?—I never saw a witness rejected on the ground that his valuation was too high. I myself have suggested that a witness should be rejected because it was too low.

95. Do you not know that it might be desirable for men in charge of the Department, and perhaps for counsel concerned in the case, to obtain a completely disinterested opinion to guide them in considering the question of value?—I claim that they would get a disinterested opinion from nearly all the witnesses from our side.

96. Would you say the same of the claimant's witnesses?—I do not know anything about that.

97. You sat and listened to the evidence throughout?—Yes.

98. Were they responsible witnesses?—I think it was a preposterous claim.

99. I am asking you whether you say each of the witnesses for the claimants was disinterested? Do you say they were responsible witnesses?—I should say so. I have no reason for saying otherwise.

100. Then it is a pure matter of opinion of disinterested witnesses—that is a matter of opinion?—That is my opinion. I have given evidence.

101. The important thing is that it is a mere matter of opinion?—I do not see how a man can have two opinions. If you are going to employ a lot of people to say what the value of a place is, I do not see why they should give you anything but their opinion as to the value.

102. Have you not heard me express an opinion about it in Court and out of Court?—I have not noticed it. You may be right.

103. Is it not a matter of opinion, after all?—Then a matter of right and wrong is a matter of opinion. We will leave it at that. Possibly right or wrong might be a matter of opinion.

104. I put it to you that the Minister might very well, as a matter of opinion, want the opinion of some independent person?—I do not think he would be more independent than another, or any person you could name.

105. So that everybody is independent, according to you, who is employed by the Crown?—Yes; I feel sure they were independent.

106. Are you speaking from your recollection of the number of days that Mr. Wilson was at Flaxbourne, or have you any notes?—I have no notes. All my books and papers are in the possession of the Government.

107. Then you are speaking entirely from your recollection?—Yes, but it is a very vivid recollection, and I will tell you why I recollect it.

108. Very well, let us have it?—There was a neighbour named Murray. He sent a messenger while we were in camp at the Ure River to say that Mr. McCallum was coming with two or more witnesses. It was well known that we were crowded out, and I said, "Send this wire, but if it is a joke do not send it." The wire was sent to Mr. McCallum and he came out, bringing one horse and two witnesses. Now, from that it is impossible to suggest that I do not remember Mr. Wilson coming out and spending one day on the place. He valued the buildings. We asked him to value the buildings because none of us were game to go to the place, and, as Mr. Wilson had nothing to do, and had no desire to do anything, he did it.

109. Apparently the residents on the place were not of opinion that all the witnesses of the Crown were doing their duty independently?—May I suggest that they were not witnesses—they were claimants.

110. That recollection fixes the Sunday?—Yes.

111. That is all it fixes?—No.

112. The matter of the length of time that Mr. Wilson remained on the place must be a matter of pure recollection?—Of course, it is a matter of recollection in a sense—I have no notes; but when a man turned up to value 56,000 acres and only went on a horse for one day, and then discussed the matter in the camp, one cannot help remembering it. He disappeared on the Tuesday night or Wednesday morning.

113. That is your recollection?—I have not a doubt of it.

114. In your long life experience have you not found that the men who are most positive about things are most frequently mistaken?—No, I do not think so. I am positive.

115. Apparently there is no flaw in your armoury—everything is perfect about you: your view of morals is perfect, and your independence is not to be affected by your position?—No; you are constantly inviting me to criticize myself.

116. You say that Mr. Wilson said, "Do not bother about me. I have to make a report upon the property. I am only doing it because my partner is an assessor and without fee"?—Yes.

117. That did not refer to the nature of his report; it only referred to the fact that he was asked to make a report because his partner was doing the work of an assessor without fee?—That is so.

118. You are not now a Government officer?—No.

119. I understand you did not leave the service on your own account?—No, I did not leave on my own account. I suppose it was called retrenchment, but I think I was dismissed.

120. Sir R. Stout was, of course, an important factor in this matter, because he presided at the trial?—Yes, I think so.

121. Did you not know that he was going over the property?—I believe he was there five days; but I think you reminded His Honour that he missed the Cape Block, and never saw it at all.

122. He occupied five days, and rode round the property?—Yes.

123. And Judge Cooper rode round the property when he made his classification?—I cannot say.

124. Was he not there five days, and did he not make a careful classification of the property?—I will not say that, because it was not a classification at all.

125. You do not accept Mr. Justice Cooper's opinion?—The importance of the classification may be gauged by this: that from the moment it was made it was never referred to by either side.

126. Pardon me, it was not referred to in the question of value, but it did affect the right of the claimants over the reserved area?—It did not affect that either. I do not think it was ever referred to.

127. Are you positive of that?—I do not think it was referred to during the whole case.

128. It was not referred to thereafter, because you know that as a result of long negotiations an arrangement was made with regard to the reserved area?—Did not Mr. Justice Cooper make his classification at the first hearing that was abortive?

129. No; he gave a judgment indicating the lines of classification on the first hearing, and then he made it on the second hearing in 1904, and the result of that was that the claimants had their classification upset, and had to make a fresh classification, and that fresh classification was made known as the result of constant interviews between yourself and Dr. Findlay and Mr. Greville on the one side, and myself and Mr. Scales on the other. I think you remember that?—Yes, that is on the second hearing, or really the first hearing of the trial.

130. Were there not several Government witnesses who were there not more than five days?—There was no witness who made any report on the property on so brief an inspection as five days.

131. Will you deny that there were several witnesses called on the Flaxbourne case who had not been more than five days on the property?—I do not think there was one.

132. *Right Hon. Sir J. G. Ward.*] Who was the Minister that you were acting under throughout the whole of the negotiations in connection with the Flaxbourne Estate?—Mr. Seddon. I am not very sure that at one time Mr. Duncan did not have charge. He was probably there at the latter end of the case.

133. Who were you generally acting under in connection with the Flaxbourne case?—Dr. Findlay.

134. But what Minister?—I think Mr. Seddon at one time, and then when Mr. Duncan came up to Flaxbourne I think he was in charge of the Department.

135. Do you know what Minister certified to the whole of the payments made to yourself in connection with the Flaxbourne case?—I really could not say, for this reason: that I never got anything until a year at least after the case was over, and I could not say who was the Minister then. It might well have been a third Minister. But my vouchers are very easily produced, no doubt.

136. You really do not know?—I really do not know.

137. Did you receive any instructions in writing or otherwise from the Minister who was conducting the administrative side in connection with the Flaxbourne Estate after you were appointed to take charge of the case?—I should say not. I think I took my instructions entirely from Dr. Findlay.

138. How did the amount paid for the Flaxbourne Estate compare with your own valuation?—It was a very small sum over what I said it was worth.

139. Do you consider that the purchase of the estate was a good one so far as value is concerned?—At the time I thought they had given the full price, but I am told since that it has come out very well. It is very dry country, and I think that a few droughts would make it difficult for the settlers to come out at all well.

140. Do you mean that the Government paid a value that was approximately your own valuation?—Yes. You will find that the Cliffords took 14,000 acres, and the value of that would have to be deducted from my valuation.

141. Do you know what the total claim was for by the owners of Flaxbourne in the first instance?—I think, £410,000.

142. And the amount finally paid for the estate was?—I think, £180,000.

143. Can you tell the Committee what the value of the reserved area was at the time?—What my valuation was?

144. Yes?—I am sorry I could not do that, because it comprised blocks of some of the best land on the place, and the Cape Block. I could not even say what my valuation was.

145. Do you know that the valuation roll for the Flaxbourne Estate at that time showed the total value, including the reserved area, to be £120,000?—I remember it was something quite ridiculous.

146. So that your valuation, made for acquisition purposes, of the estate was considerably over the amount that the Flaxbourne Estate appeared for on the roll?—If those figures were right, my valuation would be somewhere about double.

147. I understood, in the course of your examination by Mr. Myers, that you expressed your opinion that enough had been paid for the estate?—Yes, I thought it was the full award.

148. Do you know that the sales by way of transfer from a number of settlers who then went to Flaxbourne have in every case been made at a very considerable advance?—Yes, there has been a very great increase in the value of the land, and, in addition, the houses and improvements.

149. Did you make any complaint to Dr. Findlay at any time when you were acting for the Government about the shortness of Mr. Wilson's visit when he came to make his valuation?—I did not make any complaint. I had no complaint. I was exceedingly glad that the gentleman did not want a horse.

150. Did you make any representation about it to either Mr. Seddon, who was in charge of the Flaxbourne acquisition, or to Dr. Findlay?—I think it is probable that I mentioned Mr. Wilson's visit to Dr. Findlay.

151. You did not report anything in writing to either the Minister or Dr. Findlay?—I did not report anything in writing to Dr. Findlay.

152. Have your valuations in connection with other estates, in your position as valuer, varied materially in some cases from other valuers'?—Yes, I believe they have. There are very few occasions in which my valuation has not been the highest.

153. To a very large amount?—Even recently my valuation differed very largely from the District Valuer's who valued property in Hawke's Bay for the Public Trustee.

154. Where an estate of £410,000 was under negotiation between the Crown and the owner, would the Minister of the day, or counsel acting on behalf of the Crown, not be justified in having an independent report even of the Government Valuer in connection with a case of that kind?—I cannot understand the sending of any man to make a report in two days. That is the same question that Mr. Skerrett asked me. I cannot suggest that any report we got was not independent.

155. What I ask is, in view of the fact that any individual—either yourself or any other qualified man—might find material differences in his valuation of a property—and which you admit has been the case in some instances—whether the Minister in charge of the Department that was negotiating for an estate of £410,000, or the counsel who was in charge of the case under the administration of the Minister of the day, would not be justified—however good he regarded the valuer, and even though he were a Government official—in obtaining an independent report?—Then you are forcing me to say the other reports were not independent?

156. Well, any separate report?—There were myself, Mr. Lyons, and Mr. Chaffey making reports, and I cannot see why any separate report should be taken by the Minister.

157. In other cases there have been material differences in the amounts compared with your own?—I am suggesting valuations in the case of loans. In independent cases where I have been engaged I have known the values to be less than my own. In this case the Government must have had at least twenty witnesses at one time.

158. Would it not be clear to your mind that, if in negotiating for a property of £410,000, the Minister of the day and the counsel in charge of the case could rely upon the one valuation—that of the Government Valuer—as being sufficient to prove their case before the Court, no other valuation would be required?—Obviously; but we had twenty witnesses at least.

159. Were all those witnesses called?—No, only a small number of them—perhaps eight or ten.

160. Is it not a fact that considerable trouble was experienced in obtaining witnesses for the Crown?—I do not think so. We had plenty.

161. Prior to having plenty, was there not considerable difficulty in the Crown obtaining witnesses?—Well, there is always difficulty in such cases.

162. How long were you engaged in the Flaxbourne case yourself?—I should think, from first to last, eighteen months.

163. And during that time you were endeavouring to obtain witnesses in connection with the case, among other things?—Among other things. There were really three cases.

164. Three independent trials?—Yes.

The Chairman: I do not want to stop the examination, but I do wish to get through the proceedings. I should like to point out that the amount of compensation or the assessment by the Court is not what we are inquiring into. What we are inquiring into is this charge, and I should like counsel and members of the Committee to confine themselves to this charge. [Charge read.] It must be plain to counsel and members of the Committee what charge we are investigating and what is relevant, and I hope they will not go into the whole question of the Flaxbourne case, but confine themselves to the facts in issue here, and to the point as to what Mr. Wilson was paid as remuneration for his services—was it reasonable or not, and was the inspection casually made; and, further, was it with the intent to remunerate Mr. Macdonald for acting as an assessor without fee. If we go into the whole question of valuations we shall be here for a month.

Right Hon. Sir J. G. Ward: I agree with you. But in the examination it was brought out that Mr. Griffin thought enough had been paid for the estate.

The Chairman: The amount paid for the estate is not in question at all.

165. *Hon. Mr. Millar.*] You were Government Valuer at the time of the Flaxbourne case?—Yes.

166. Were you in receipt of an annual salary?—Yes.

167. How much did you receive for your services in regard to Flaxbourne?—I do not know.

168. Do you deny the fact that you received £395 at two guineas a day?—I was at it over eighteen months. I did not go into this case willingly. For a long time I refused to have anything to do with it, and ultimately I arranged that I should get £2 2s. a day and expenses.

169. Did you not send in vouchers other than those that were paid?—No.

170. Did you send in items on vouchers that were rejected?—No. I think one or two were questioned.

171. Did you indent for whisky?—No.

172. Did you charge for whisky?—No.

173 There is nothing in the vouchers about whisky?—Not in my voucher.

174. Do you know the firm of Matson and Co., of Christchurch?—Yes.

175. Are they a reputable firm?—I do not know.

176. Do you know that they are one of the most reputable firms in Christchurch?—If you say so, I will accept it.

177. If a firm of good reputation sent a valuer to Flaxbourne, do you think he would make a casual valuation? Do you think they would employ a man as their servant who would make a casual inspection?—I have seen lots of valuers do it.

178. You say that no man could make a valuation of Flaxbourne in less than eleven days?—He would not be able to make a complete examination in less than eleven days.

179. If Messrs. Matson and Co. sent from Christchurch a man to Flaxbourne to make an examination, how long would it take him?—I think, if he made a thorough report to be of any useful service, it would take at least eleven days.

180. If it were proved that they sent a man from Christchurch, and his voucher shows that he was paid from the 30th November, and arrived at Christchurch on the 7th December, would you say his report was valueless?——

Mr. M. Myers: You will find that Mr. Wachsmann, who was Matson and Co.'s representative, first of all made an inspection, and got a lump sum of one hundred and fifty guineas. The time he was occupied on that inspection is not shown on the voucher. These vouchers which Mr. Millar refers to were made out for the maximum work. If there is a mistake it is better to point it out now.

181. *Hon. Mr. Millar.*] Can you tell me what this man was doing who was up for Matson and Co. and who was in charge of the camp—Mr. Wachsmann?—I think he arrived at the commencement or end of the first period. I do not care what he was doing. If he left Christchurch on the 30th November and got back on the 7th December he could not have made a complete inspection of Flaxbourne.

182. What was his object in going there?—I suppose it would be to get a valuation.

183. What would he be doing on the Flaxbourne case if not to make a report?—I am not suggesting that he did not spend his time on the Flaxbourne case. I am suggesting that he did not spend enough time.

Mr. M. Myers: Mr. Millar is not referring to the first voucher, which is the important one. It is not suggested that Mr. Wachsmann went up there on the date Mr. Millar stated for the purpose of making his report. His report was made previously, and he got one hundred and fifty guineas for it. The subsequent voucher was in the name of his principals, Messrs. Matson and Co.

184. *Hon. Mr. Millar.*] The next voucher for Mr. Wachsmann was £157 10s. Then he had £150 in addition to that. I want to know what he was doing in 1903 between 30th November and 7th December. When did the Court meet?

Mr. M. Myers: The first time the Court met was for classification purposes. That was on the 13th December, 1903. Then the Court met again on the 13th December, 1904, when Mr. Wachsmann was in attendance at Blenheim for the purpose of giving evidence.

185. *Hon. Mr. Millar* (to witness).] You had a number of witnesses under your charge at that camp?—Yes.

186. Will you say that none of them spent less than eleven days there?—I do not think any of them—that is, those who were called—got over the country in less than eleven days.

187. I think you said they placed too much store on the classification of the land?—Yes, I did.

188. What is the object of classification?—The object in a compensation case is only one, and that is to determine what the owners are able to retain.

189. It is not to classify the land in order to show the carrying-capacity of the estate proposed to be purchased?—It has nothing to do with the carrying-capacity or the value of the land, inasmuch as some third-class land may be worth more than first-class land.

190. Do you not go into the classification of an estate as a whole?—I say that third-class land may be worth more than first-class land in such a case.

191. Should you not say what the value of the land is in getting up your assessment?—Your value is assessed paddock by paddock. You may have two values in one paddock.

192. You do not call that classifying?—That is to ascertain its value. I say it is not in the least necessary.

193. What does a man want to do when he goes over an estate?—He goes over it with the object of giving evidence about it.

194. But he could only ascertain its value by dividing it into first-, second-, and third-class land?—First-, second-, and third-class land is no guidance as to value.

195. To ascertain the value of the land you must classify it, if not paddock by paddock, then block by block?—Paddock by paddock. It is not a matter of classification of the land so long as you have the value.

196. You just look at the land and tell the value of it?—Yes. Would you be helped by calling it first-, second-, or third-class land when it is admitted that third-class land may be more valuable than first-class?

197. It would make all the difference in the amount of land a man could hold under the Land Act?—That may be.

198. You said that Mr. Wilson informed you that he was sent over to make a report because his partner was going to be an assessor and would receive no fees?—Yes.

199. Are you aware that Mr. Wachsmann got £150 for a special report?—No. At any rate, Mr. Wachsmann went into the box and gave evidence.

200. He got £150 for his special report, according to his voucher. Who do you think should get the most—the man who values and is a witness or the man who values and is an assessor?

Mr. Allen: A man cannot be both, surely.

201. *Hon. Mr. Millar.*] Did you in your previous evidence state that Mr. Wilson saw you, and told you he had come over to make a special report for Mr. Seddon, because his partner was going to act as assessor and receive no fees?—Yes. It arose through his saying that he did not care whether he saw the place or not. He was explaining why he did not want a horse in order to go over the property, and that was his explanation.

202. Mr. Wilson was paid altogether £165?—Yes.

203. What was the assessor awarded by the Court?—I really could not tell you.

204. Ten guineas a day?—Probably.

205. We have had it in evidence. Mr. Crosse got £300-odd.

Mr. M. Myers: Mr. Crosse got some seventy guineas for being assessor. What I object to, Mr. Chairman, is that statements are made by members of the Committee—quite inadvertently—which are not facts, but they go down on the notes as facts. The fact here is that Mr. Crosse got three hundred guineas not merely for being assessor, but for doing work after the sitting of the Court and before. His fees as assessor were probably only eighty guineas.

Mr. Skerrett: He made a special inspection of the property. It would be more like fifteen days at ten guineas.

The Chairman: We have the file here: that will settle it.

206. *Hon. Mr. Millar.*] Mr. Crosse was an assessor?—Yes.

207. The voucher shows that he received ten guineas a day from the time he started on the work of the case—from the time he was appointed assessor until he stopped work as assessor?—I remember that he got ten guineas a day as assessor, now that you mention it; and the case lasted probably eight or nine days.

208. Do you think, in regard to this charge by Mr. Wilson, that the £165 was a fair payment for a man to report and for his partner to act as assessor?—I should say the report was not worth anything, and so the £165 would have been equivalent to sitting some sixteen days as assessor.

209. And any other work in connection with it?—I do not know what other work he did. But it is obvious it would have represented sixteen days at ten guineas a day.

210. We have it in evidence that one man who made a report and attended as a witness received £631—Mr. Tattle?—I have never been able to tell what he did for his £600.

211. Do you know Mr. Belcher?—He was the only witness that Mr. Tattle found.

212. He received £224 18s.?—He may have been paid specially because he came out of Sir George Clifford's camp and "ratted." He may have been paid extra fees for that. But I cannot imagine what he did for the money.

213. What did your own man do who you said started the camp—Mr. Chaffey? How much work did he do?—He was there from beginning to end.

214. He received £188 10s.?—I think he received very little, then, because he was there all the time.

215. Do you know Mr. Kennedy?—Yes.

216. What did he do?—My recollection is that he appeared in both cases.

217. He received £304 15s. 6d.?——

Mr. Allen: These figures should be verified before they are allowed to go forth as facts.

Hon. Mr. Millar: I am taking them from the vouchers. The first payment to Mr. Kennedy was £53 15s. 4d., and the second one £251 0s. 2d.

Mr. Allen: I do not think that is correct.

Hon. Mr. Millar: I will ask that the whole of the vouchers be put in.

Witness: May I say that if you tell me that Mr. Tattle got £600, you cannot surprise me with anything else you may show me in the way of vouchers.

218. *Hon. Mr. Millar.*] Mr. King—do you know him?—Yes.

219. He received £192 17s. 8d.?—Yes. I think he was at the two cases.

Mr. Allen: That sum is not right either, I think.

The Chairman: Turn up the voucher.

Mr. Allen: But this is all going down.

220. *Hon. Mr. Millar.*] As a matter of fact, Mr. King received over £300?—I cannot corroborate these statements from my own knowledge.

221. What I want to ask is, can you give me any idea how long these men worked on the actual reports and valuations?—I should say that Mr. Tattle never made a report at all—at any rate, I never saw it. All the other witnesses you have mentioned—I think I told you how many cases they attended, as far as I can remember.

222. If those men received those payments, and were only witnesses, and it is shown in evidence that Mr. Wachsmann got one hundred and fifty guineas for a special report and Mr. Wilson got one hundred and fifty guineas for a special report, was Mr. Wilson paid unfairly in comparison?—Mr. Wachsmann was prepared to go into the box and give evidence, and did, while Mr. Wilson was never called. I never saw his report, and I do not think it could have been worth anything, from the time he stayed on the place.

223. Was he paid unfairly?—I think so, if he received that money.

224. The one hundred and fifty guineas was not paid him to give evidence at all. An engagement was made for him to give a special report, for which one hundred and fifty guineas was to be paid?—From the time he was on the place I do not think he could give a report that would be worth anything at all.

225. He has sworn that he was there for five days, and upon the day he left the camp was broken up, and you went to the races?—The camp was broken up! That is a monstrous statement. The camp was going long after that.

Mr. Skerrett: It was shifted to the Lord Weston Block.

Witness: It was never shifted.

Hon. Mr. Millar: I ask that all those vouchers be put in—the originals.

Mr. Buchanan: I want to raise a point of order. Is it in order to have continual statements from members of the Committee? Are we not wasting time by the manner of conducting the examination of the witness?

The Chairman: If you would give me the power to fine some of you, I would soon stop it; but I have not the power.

Hon. Mr. Millar: Have I asked an irrelevant question?

The Chairman: All that you asked bore on the point.

Hon. Mr. Millar: I ask that the whole of the vouchers in connection with every valuer whose name is down here, including Mr. Griffin, be handed in.

226. *Mr. Massey.*] With regard to the valuation of the block: is it not the proper thing to value a block of land such as Flaxbourne, which was being taken for settlement purposes, according to its carrying-capacity, or the possibility of increasing that carrying-capacity?—Yes.

227. Who was this Mr. Tattle, who has been referred to as having been employed for 205 days? I cannot tell you.

228. Did you meet him at Flaxbourne?—Yes.

229. Was he in the camp?—Yes. He was in charge of the last camp—the camp before the hearing of the last case; but I cannot tell you who he is.

230. You know nothing about his qualifications as a valuer, do you?—I never saw his valuation.

231. Did he give evidence?—No.

232. He was not a permanent employee of the Government?—I do not think so. I never could quite make out what he did.

233. You do not know who appointed him?—I could not tell you that.

234. When Mr. Wilson came over and met you on the Saturday, did he give you the impression he had simply come for the purpose of allowing Mr. Kennedy Macdonald to evade the law, which prevented his receiving payment as an assessor, on account of the fact that he was a member of the Legislative Council?—Yes, he told me that that was the reason he had come. He volunteered that statement as accounting for his not requiring a horse to take him over the property.

235. He made no secret of it?—He was perfectly candid.

236. He was not anxious to go over the property?—No.

237. You told us you thought it was a joke when you heard there was another valuer coming?—When the cadet came and gave me the message it struck me that he might be joking, as we had a large number in the camp at the time; it was very full. And I gave him a telegram to say that any further witnesses must bring bedding and horses with them.

238. Can you give us any idea of how many valuers were employed by the Lands Department in connection with Flaxbourne?—I should think, over twenty.

239. Were they all competent men?—No.

240. Have you any idea why the incompetent men were appointed?—I wondered much at the appointment of some of them. I cannot say why they were appointed, I am sure.

241. Do you know who appointed them?—I could not say. The Department, I presume.

242. The Lands Department?—No, the Land for Settlements Department.

243. I think I am right in saying that the Land for Settlements Department was separate from the ordinary Lands Department?—Yes.

Right Hon. Sir J. G. Ward: So it is now.

244. *Mr. Massey.*] But at that time the one was under the control of Mr. Seddon, and the other under the control of Mr. Duncan. I think it has been stated, Mr. Griffin, that Sir Robert Stout and Judge Cooper each occupied five days in inspecting the property?—Well, it consisted largely, I suppose, in Sir Robert Stout's case at any rate, in driving along the road. I think he was one day on horseback. It could not be suggested that that was an adequate inspection.

245. The inspection was not made for the purposes of valuation?—No, I should say not.

246. You still adhere to the opinion that it would not be possible to inspect the property properly, for valuation purposes, under eleven days?—I do.

247. How long was Mr. Wilson on the property?—One day on horseback and one day on foot.

248. With regard to the reserved land, you told us you were not able to state positively the value of the land that was reserved by the owners?—That is so.

249. Can you give us an approximate value of the block—12,000 or 14,000 acres: can you give us an approximate value, per acre?—I really do not think I could.

Right Hon. Sir J. G. Ward: I can put it in. It was £40,200.

250. *Mr. Massey.*] I am speaking of Mr. Griffin's valuation. Do you know that the property was offered to the Government, some time prior to the compulsory taking, for about £2 10s. an acre?—Yes.

The Chairman: That is irrelevant. It is going too far. I must say, too, that yesterday I thought it was very unfair of Mr. Massey and the Premier in the House to refer to irrelevant evidence being adduced here, and which they introduced, and no member of the Committee or counsel objected to at the proper time. Your last question, Mr. Massey, and the answer, are quite irrelevant.

Right Hon. Sir J. G. Ward: When you said that I referred to it in the House, Mr. Chairman, I wish to say that that was in reply to a statement by the leader of the Opposition.

The Chairman: It was out of place altogether.

251. *Mr. A. M. Myers.*] You say that Mr. Wilson departed on the Tuesday?—Or the Wednesday morning. I am not sure which.

252. Would it be possible for him to have remained on the estate without your knowledge?—Quite impossible, because there was nowhere for him to remain—nowhere for him to stay.

253. Do you consider Mr. Wilson an expert as far as land-valuation is concerned?—I have never formed an opinion of him at all. I had not seen him before, and have not seen him since.

254. *Mr. Reed.*] You got over £300 from this transaction?—I am told so. I doubt whether I got that in fees alone. That probably covered a good deal of travelling-expenses.

255. What were your services in the field?—Going over the property with witnesses.

256. Were you the representative of the Government there?—Yes, I suppose I was.

257. You were in charge of the camp, and were the representative of the Government?—There was no other representative of the Government, at any rate.

258. Were the valuers sent to your care?—Yes.

259. Did you make any report to any one as to the number of valuers, or as to the valuations made by the various valuers, or anything?—No.

260. Did you compile any report?—No.

261. What connection had you with the valuers while they were present?—We all lived in the camp together, and we organized parties to go to inspect the different blocks.

262. Had you any control over them at all?—They were perfectly independent.

263. With whom were you in communication as to the management of the camp—what official in the Department?—Dr. Findlay.

264. Were you in constant communication with Dr. Findlay?—No. I was occasionally in communication with Mr. McCallum, the junior counsel.

265. So you were in communication constantly with one or the other?—No; rarely.

266. It was one lawyer or the other with whom you communicated regarding your duties while you were in charge of that camp?—Yes.

267. Did you report to them the valuers who came up there?—In a general way I suppose I did. I certainly did not lay myself out to report the arrival of anybody, or that kind of thing.

268. You informed them of the valuations that had been made by the different valuers?—No.

269. What were your duties then? You were not cook?—No. Mr. Tattle was assistant cook once, but I never took that over.

270. What were your duties?—At any rate I was rendering some service to the Crown in assisting witnesses to go over the country. I cannot define exactly what we did, if that is what you want.

271. You were just putting in time?—No. I was engaged all the time. There was not a day wasted.

272. Engaged at what?—Conducting witnesses over the property.

273. How long were you there—how many days?—Weeks and weeks, over the three cases.

274. Were you in the field four months?—No.

275. Three months?—I should think I was there, roughly, six or seven weeks.

276. Did you make a valuation?—Yes.

277. How long did it take you—I mean the field-work?—I have told you that I spent some weeks on the property, and I was always acquiring more information about it. If you are going into the witness-box in a compensation case, you want to know the country intimately.

278. You made the valuation in the course of the time you were there?—Yes.

279. Did that take up the whole of your time?—No; I tell you I was conducting witnesses over the property.

280. And you were in communication with no one as to the arrival of the witnesses and their valuations?—My experience of the witnesses was that it was very hard to get a valuation out of them. They always wanted to wait and think it over before putting in their final valuation. I could always get a rough idea from them.

281. Did you go through these valuations with Dr. Findlay or Mr. McCallum afterwards?—I do not think so. I went through them alone.

282. And they went through them separately too?—Yes. Many of the valuers sent their valuations to Dr. Findlay or to Mr. McCallum.

283. Although you were the representative of the Government, although you were in charge of that camp for some six or seven weeks, you did not consider it your duty to inform Dr. Findlay or any one else of what you have now told the Committee—that Mr. Wilson was only there for two days?—As a matter of fact, I did mention it, but not in writing. I mentioned it to Mr. McCallum and to Dr. Findlay.

284. When did you mention it to Dr. Findlay?—The next time I met him.

285. *The Chairman.*] What did you say to Dr. Findlay?—I mentioned that Mr. Wilson had been there, and told him that he went away in a couple of days. I said that I did not suppose Mr. Wilson was going to be called, and Dr. Findlay said "Oh, no!"

286. *Mr. Reed.*] Did you tell Dr. Findlay about any other valuers who were there, besides Mr. Wilson?—We discussed them all.

287. And you let him know how long they were taking up in doing their work?—No. I should never have dreamed of mentioning it to him unless they had been so short a time as to be unable to make a report.

288. There was, then, none other that you spoke of on account of having been there only a short time?—No.

289. Some of them had been there only five days, had they not?—I am told so to-day for the first time.

290. You did not mention any of those persons?—I have heard it stated to-day for the first time. I did not know it of my own knowledge.

291. Although you were head of the camp, you did not check the number of days they were going over the property?—No.

292. *Mr. Buchanan.*] It has come out in evidence that Mr. Wilson was to furnish a confidential report. In view of that, and your having stated that in your opinion eleven days was requisite to make a careful report, would you consider that a still greater number of days would be required for a special confidential report?—Yes, I should think so.

293. You have stated that you were over the estate repeatedly?—Yes.

294. Did you, as time went on and you made your repeated visits, gain more and more knowledge of the property?—Of course I did.

295. In other words, if you had been called upon to make a special and confidential report, the additional number of times that you were over the property would have assisted you in making a more complete valuation?—Exactly.

296. *The Chairman.*] Were you in the company of Mr. Wilson all the time he was on the property?—On the day that he rode—on the Monday—yes; and on the day that he did not ride I left him. I went over the country, and he remained and valued the buildings; and when we came back he either went away that night or the next morning.

297. Would you swear that he had left the property the next morning?—I will swear that he went off the property the next morning, if he did not go the night before.

298. You have sworn to the time that Mr. Wilson was on the property?—With certainty, yes.

299. Can you, with the same certainty, fix the time the other valuers were on the property?—No, because there was nothing extraordinary about them, as there was with Mr. Wilson. Some of them might have taken a day or two longer than others.

300. Was Mr. Wilson living in the camp?—Yes.

301. How far would you say at any time Mr. Wilson went away from the camp?—He rode over towards the coast with us. He was in the saddle all one day.

302. Did he visit any high land?—He went to a block towards the coast. It is fairly high there.

303. Could you, from the high land, obtain a good view of the estate?—No. It is a very extensive property. He might have done it if he had got on top of the highest mountain on the place—Mount Victoria; but he did not go anywhere near that.

304. What distance would you say he travelled while he was on the property?—We probably got over three or four thousand acres the day he was with us.

305. His inspection, then, was confined to how many acres?—I should say three or four thousand.

306. Is that merely approximate?—He was with me on the day he was there.

307. Any inspection he made you accompanied him on?—Yes, unless I am told he went over the rest of the property on foot, which I really could not believe.

308. Would you deny it if he swore it?—I should not believe him, particularly if he told me that he did it in another day, or two days, or three.

309. Would you deny it if he swore it?—I should not believe him, because he was not in condition to do it. A man wants to be very fit to get over 56,000 acres of land, which rises to about 2,000 ft. above sea-level and comes up straight from sea-level.

310. Some men could do it, could they not?—A man would want to be very fit indeed to do it.

311. *Hon. Mr. Millar.*] Were you in charge of the camp at Flaxbourne?—At that time, yes.

312. Were the camp attendants under your control—were they engaged by you?—No; I think Mr. Greville undertook that part of it.

313. Who would approve of their vouchers? Would you see their vouchers before they were sent in?—Possibly I would, or Mr. Greville. I really forget which.

314. I said just now that a voucher had been refused—a voucher for whisky. Let me read this: "I direct attention to the following claims, for the reasons stated against each: . . . . R. Rogerson: Camp services, 34 days, £35 15s.; stores, £5 14s.: £41 9s." Was Rogerson the man in charge of the camp?—That may have been the name of the cook.

315. This was either at Mount Vernon or Flaxbourne?—We never had a camp at Mount Vernon.

316. It goes on: "This account when first presented included a charge for 10 gallons whisky, soda-water, cards, &c., which Audit refused to pass." Did you pass the voucher? Did you see the voucher?—No, I do not think so. I do not remember anything about such a voucher.

317. It also says, "Messrs. Greville and Griffin are paid travelling-allowance, and should pay their mess charges themselves"?—The answer to that is that we made no charge for travelling-allowance while we were in camp.

318. Later on this letter says, "Valuation Department: Services of Messrs. Griffin, Kenny, and Dick, £179 1s. Mr. Griffin, Mount Vernon, £45. Mr. Griffin, Mount Vernon, £30 12s. 3d. Mr. Griffin's charge is excessive, £24 13s. 1d." Were you paid that money?—Yes, I think I was.

319. The Department considered your charge excessive?—I should not have minded that so much, but they would not pay it at all till nearly two years afterwards.

Right Hon. Sir J. G. Ward: I should like to point out that the minute on that letter, in the late Mr. Seddon's handwriting, is, "Stand over.—R.J.S."

320. *The Chairman.*] What have you to say to the Department's statement that your charge of £24 13s. 1d. was excessive?—That was in connection with Mount Vernon Estate. I really cannot tell you. I know it was not excessive. I never charged anything excessive in my life, so I know it was not excessive.

321. *Mr. Massey.*] About this man Tattle: I think I heard you say that Mr. Tattle acted as assistant cook?—I saw him assist once in the camp. I may say that I had very little to do with the last camp. On the occasion I refer to I went over with Mr. D. M. Findlay and Judge Sim, and Mr. Tattle was then assisting the cook, and he brought us some afternoon tea.

322. Did you know of his acting as valuer at any time?—No, never.

323. Was it possible for him to have been engaged in this work for over two hundred days without your knowing it?—He was about the camp.

324. And what was he doing most of the time?—I cannot tell you.

325. Was he doing anything?—Not to my knowledge.

326. Do you think it possible for him to have earned £631 during the time he was there?—It depends on what he was employed to do.

327. I thought you said he was doing nothing most of the time?—He assisted the cook and he assisted the grooms.

328. *The Chairman.*] Was that giving value for the money?—No, I cannot imagine how he earned it.

329. *Mr. Massey.*] You have said that the greater part of the time he assisted the cook and the groom?—Yes.

Mr. Skerrett: That is most unfair. Surely you are above that sort of thing, Mr. Massey?

Mr. Massey: I was following Mr. Skerrett's example.

330. *Mr. Skerrett.*] Then I hope you will follow it more honestly—more fairly. I desire to point out that what Mr. Griffin said in his evidence was that on one occasion when he went there he saw Mr. Tattle assisting in the production of afternoon tea. Was not that so?—Yes.

Mr. Skerrett: From that Mr. Massey says that Mr. Tattle was acting as assistant cook. If he thinks that is fair I do not know what fairness is.

331. *Mr. Massey.*] I will put the question again: I understood you to say, Mr. Griffin, that from your personal observation Mr. Tattle was the greater part of his time occupied in assisting the cook and the groom or grooms?—I will not say that. You asked me what I had seen him do, and I told you. What he was doing the rest of his time I cannot tell you.

332. He occasionally assisted the cook?—Yes, and the groom, to my knowledge.

333. *Mr. Skerrett.*] Did you say "occasionally"?—No, I did not say "occasionally."

334. *Mr. Massey.*] But you have seen him assisting the cook?—Yes.

335. And you know that he received £631?—I have heard it to-day, with extreme surprise.

336. *Mr. M. Myers.*] You were specially brought from Napier by the Government to look after this work at Flaxbourne?—Yes.

337. You did not seek it?—On the contrary.

338. I think you were not prepared to undertake it unless you were remunerated to the extent of £2 2s. a day?—That is so.

339. You have told us that you took part in two other cases—the Argyle and the Lindsay?—Yes; the Lindsay is the Mount Vernon.

340. Were they substantial claims in those cases?—Yes.

341. Was it thought necessary, in either of those two cases, to obtain any report or valuation other than the valuations that were being obtained from prospective witnesses?—Not to my knowledge.

342. Was Mr. Kennedy Macdonald an assessor in either of those cases?—No.

343. Was it thought necessary in either of those cases to obtain any report of valuation from the assessor's partner, if he had one?—No, not to my knowledge.

344. I think you said that Mr. Wilson was not called as a witness either on the compensation question or on either of the hearings of the claim?—No, I have never seen him since.

345. Was he in attendance at Blenheim at any of those hearings?—No.

346. If Mr. Wilson was expected to produce an independent and confidential report, speaking from your experience in matters of this kind, was it possible for his report to be of any value at all after such an inspection as he made?—No.

347. You say that you had no control over the other valuers and people who were reporting. Who made their arrangements as to what they were to do and where they were to go on particular days?—I had to do that.

348. I think you said that it might be possible to make an inspection of Flaxbourne on foot. How long would it take, do you suppose?—About twenty days or thereabouts.

349. That is, assuming a man were in form?—He would need to be pretty fit.

350. Mr. Wachsmann has been mentioned as having been paid one hundred and fifty guineas: can you give me any idea as to the length of time he was on the property for the purpose of making his report?—I could not tell you how long Mr. Wachsmann was on the property, but he went into the box and gave evidence.

351. Can you say whether he was asked to make a report for the purpose of his being called as a witness afterwards?—Yes.

352. That was the object?—Yes.

353. And he came from Christchurch?—Yes. At the last hearing of the case he was brought down from Gisborne: he was there.

354. So far as you know, was Mr. Wilson's report—if there was such a report—made use of for any purpose whatever for the Government in connection with Flaxbourne?—I have never seen it. I have only just heard there was one.

355. The Hon. Mr. Millar, I think, said something about your having left Flaxbourne to go to the races. Mr. Wilson said that you left the day he came away—you went into Blenheim to the races. Were there any races in Blenheim in December, 1903?—I do not think so. The races at Blenheim were held before Mr. Wilson came, to the best of my recollection.

356. Mr. Skerrett asks me to ask you whether there were races at Seddon in December, 1903?—Yes, there was a one-day country meeting—a meeting without totalizator, and that kind of thing.

357. Did you go to that?—I did.

358. Was that when Mr. Wilson was there, do you remember?—I do not think so.

359. Assuming that you did go to the races, was there anything to prevent Mr. Wilson from remaining on the property—at the camp—and continuing his inspection?—Nothing whatever. The camp was not broken up until about two days after the case started.

360. *Mr. Skerrett.*] Do you remember the date of the Seddon races?—No.

361. How long was it before the case started?—I could not tell you.

362. *The Chairman.*] Do you know if Mr. Wilson had a conversation with Mr. Greville?—Yes, I know that Mr. Greville gave Mr. Wilson a lot of information.

363. Did you hesitate to give him any?—I think probably I did. But I do not know that he really asked me directly for information.

364. Did he get information from Mr. Greville?—Yes.

365. Can you understand why he should go to Mr. Greville? What would be his reason for not going to you?—I am afraid that I am occasionally perhaps a forbidding person. I did not volunteer.

366. What would be his reason for going to Mr. Greville and not going to you?—Because, perhaps, he found that I was not anxious to give information.

367. Did he try to get information from you?—Yes, he may be said to have tried.

368. Am I right in supposing that, you not giving him the information he desired, he sought Mr. Greville?—Yes.

369. *Mr. M. Myers.*] You were asked something about a quantity of whisky being in the camp. There were a great many men in the camp at the time?—Yes.

370. And I suppose you were riding and working hard?—Yes.

371. And there was refreshment there for the people?—Yes.

372. Was there anything in the shape of orgies or drunkenness?—Oh, dear, no!

Right Hon. Sir J. G. Ward: I want to take the opportunity of stating that, in consequence of a question put to Mr. Griffin by Mr. Massey, whether the Flaxbourne Estate was not offered to the Government at £2 10s. an acre some time before it was taken, I feel it necessary to call Mr. James McKerrow. Under the law the Government cannot purchase an estate unless the purchase is recommended by the Land Purchase Board. At that time the Government were desirous of purchasing the Flaxbourne Estate, but the Land Purchase Board, of which Mr. McKerrow was Chairman, did not recommend it. I think Mr. McKerrow, the Chairman of the Board, had good reasons—I think I remember what they were. But in view of that question having been put and it being assumed that the Government could have purchased at £2 10s. an acre at that time, I wish to have the matter made clear. I propose therefore to call Mr. McKerrow.

The Committee deliberated in camera.

On the motion of Mr. Massey, it was resolved that the Chairman ask for an extension of time by one week in which to report.

It was agreed that the Committee should meet again on Monday morning at 10.30.

The Committee adjourned at 1 o'clock.

MONDAY, 21ST NOVEMBER, 1910

HUGH POLLEN sworn and examined. (No. 44.)

1. *Mr. Skerrett.*] What is your name?—Hugh Pollen.

2. And your official designation?—Under-Secretary for the Internal Affairs Department.

3. The Committee know a great deal about the matter I am going to ask you about, so I may go straight into the subject. Will you explain to the Committee the reason for the delay in the payment of the claim of Mr. Hutchison for a refund of the arbitration fees recommended to be paid to him by the report of the Public Petitions Committee?—Mr. Durie claimed to have a half-share in respect of the amount which Mr. Hutchison claimed as a refund.

4. Will you give me the date of that claim?—That is the 13th December, 1907. Mr. Hutchison and his agent, Mr. Haddow, disputed that claim, and the Government decided that they would make no payment until they had arrived at some solution of the difficulty. Considerable delay took place, and finally the Government decided to pay Mr. Haddow and take his indemnity.

5. You have got an indemnity from Mr. George Hutchison and from Mr. Haddow as well?—Yes.

6. Do you mind reading the deed?—This is the deed in connection with the amount of £134 17s.: "This deed made the seventeenth day of July one thousand nine hundred and eight between Joseph George Haddow of the City of Auckland Barrister-at-law of the one part and His Majesty the King of the other part Whereas the sum of one hundred and thirty-four pounds seventeen shillings is now payable by his Majesty's Government of New Zealand to George Hutchison of Wanganui in the Provincial District of Wellington Barrister-at-law by virtue of a vote of the General Assembly of New Zealand passed in the last session of Parliament And whereas the said George Hutchison has assigned the said sum to the said Joseph George Haddow And whereas one C A Durie of Wellington in the said provincial district has claimed to be entitled to claim from the said George Hutchison one-half of the said sum and has desired His Majesty's Government of New Zealand to retain such one-half thereof and not to pay the same to the said George Hutchison nor to his assignee but the said C A Durie has taken no steps to substantiate his alleged claim to any portion of the said sum which claim the said Joseph George Haddow and George Hutchison both deny And whereas the said George Hutchison has desired his Majesty's Government of New Zealand to pay the whole of the said sum to the said Joseph George Haddow which his Majesty's Government have consented to do upon the

said Joseph George Haddow indemnifying them against all claims of the said C A Durie in respect of the said half part of the said sum claimed by him Now this deed witnesseth that in consideration of the premises and of the payment to him of the said sum of one hundred and thirty-four pounds seventeen shillings he the said Joseph George Haddow doth hereby covenant with His Majesty the King that he the said Joseph George Haddow his executors and administrators will at all times hereafter keep indemnified His said Majesty from and against all damages costs expenses actions claims and demands whatsoever which the said C A Durie or any person on his behalf may have or institute against His said Majesty or the said Government for or on account of the payment to him the said Joseph George Haddow of the said half part of the said sum so claimed by the said C A Durie as aforesaid or in anywise relating thereto In witness whereof the said Joseph George Haddow has hereunto subscribed his name.—(Sgd.) J. G. HADDOW.—Signed by the said Joseph George Haddow in the presence of—(Sgd.) A. McCabe, Clerk with J. G. Haddow, Solicitor, Auckland."

7. That indemnity is dated July, 1908, is it not ?—Yes.

8. And thereupon the refund to Mr. Hutchison or Mr. Haddow was authorized by your Department ?—Yes. It was paid to Mr. Haddow in full.

9. Was the correspondence in connection with the payment of the arbitration fees conducted exclusively by Mr. Hutchison or by Mr. Haddow, or by Mr. Hutchison and Mr. Haddow, in your Department ?—Chiefly by Mr. Haddow, I should say, but Mr. Hutchison took some part in it.

10. And no other person, except Messrs. Skerrett and Wylie ?—They came in later, on account of Mr. Durie.

11. Will you tell us to what extent, as appears from the file, Mr. Symes intervened with respect to the payment of £125 claimed by Mr. Hutchison pursuant to a report of the Petitions Committee ? —You refer to the claim of £125 made by Mr. Hutchison for legal expenses ?

12. Yes. To what extent did Mr. Symes intervene in that matter ?—There appears to be one letter.

13. And one letter only ?—Yes, apparently, dated 12th October, 1908.

14. Addressed to whom ?—Dr. Findlay, Minister of Internal Affairs.

15. May I trouble you to read it ?—" General Assembly Library, Wellington, 12th October, 1908.—Hon. Dr. Findlay, Minister of Internal Affairs, Wellington.—DEAR SIR,—Refund to Lessees under West Coast Settlement Reserves Act Amendment Act, 1887 : I have been requested by Mr. J. G. Haddow, barrister and solicitor, Auckland, who was until the beginning of 1907 a partner of Mr. Hutchison, the latter having a claim under the above-mentioned Act for a sum of £125 for expenses incurred in testing the validity or otherwise of the awards at the request of the lessees ; and is practically part and parcel of the awards, and as such was favourably reported upon by the Public Petitions Committee. Mr. Haddow says, ' This amount I practically bought from Mr. G. Hutchison when dissolving partnership, or, in other words, it formed part in the arrangement and settlement of the dissolution, and if not paid I shall be the loser.' I consider this claim (no part of which goes to Mr. Hutchison) should be paid equally with the refund to the lessees of the amounts to uplift awards. I shall be glad to learn that this matter has received your most favourable consideration.—Yours faithfully, (Sgd.) WALTER SYMES."

16. Mr. Symes says in that letter that he is instructed to write by Mr. Haddow ?—Yes—" I have been requested by Mr. J. G. Haddow."

17. What did Dr. Findlay do in respect to that letter ?—It appears to have been referred to Cabinet.

18. Do you know the date on which it was considered by Cabinet ?—The 17th December, 1908.

19. With what result ?—Payment was declined.

20. *Mr. M. Myers.*] Do you mind letting me see the letter written by Mr. Symes ? [Letter produced.] I see it is written on General Assembly Library paper ?—Yes.

21. Was that written during the session—12th October, 1908 ?—Probably it would be. I am almost certain.

22. In that letter Mr. Haddow says, " This amount I practically bought from Mr. Hutchison " ? —Yes.

23. And the deed you read also recited to that effect ?—Yes.

24. I suppose you do not know why that statement was made, Mr. Pollen ?—No.

25. Are you in the habit of receiving letters from members of Parliament ?—Not addressed to me.

26. You are in the habit of seeing them ?—Yes.

27. Looking at that letter, does it appear to have been written by a member of Parliament or by a man acting as agent ?—That is rather a difficult question. Members of Parliament take an interest in so many things that I cannot tell whether it is by an agent or not.

28. *Right Hon. Sir J. G. Ward.*] Will you read the indemnity of Mr. George Hutchison—I understand you have it there ?—Yes. " This deed made the fifteenth day of June one thousand nine hundred and eight between George Hutchison of Wanganui in the Provincial District of Wellington Barrister-at-law of the one part and His Majesty the King of the other part Whereas the sum of one hundred and thirty-four pounds seventeen shillings is now payable to the said George Hutchison by His Majesty's Government of New Zealand by virtue of a vote of the General Assembly of New Zealand passed in the last session of the Parliament thereof And whereas the said George Hutchison has assigned the said sum to Joseph George Haddow of the City of Auckland And whereas one C A Durie of the City of Wellington has claimed to be entitled to one-half of the said sum and has desired His Majesty's Government of New Zealand to retain such one-half of the said sum and not to pay the same to the said George Hutchison nor to his assignee but the said C A Durie has taken no steps to substantiate his claim to any portion of the said sum And whereas the said George Hutchison has desired His Majesty's Government of New Zealand to pay the whole of the said sum to the said Joseph George Haddow which His Majesty's said Government have consented to do upon the said George Hutchison

indemnifying them against all claims of the said C A Durie in respect thereof Now this deed witnesseth that in consideration of the premises and of the payment of the said sum of one hundred and thirty-four pounds seventeen shillings to the said Joseph George Haddow he the said George Hutchison doth hereby covenant with His Majesty the King that he the said George Hutchison his executors and administrators will at all times hereafter keep indemnified His said Majesty from and against all damages costs expenses actions claims and demands whatsoever which the said C A Durie or any person on his behalf may have or institute against His said Majesty or his said Government for or on account of the payment of the whole of the said sum to the said Joseph George Haddow as aforesaid or in anywise relating thereto In witness whereof the said George Hutchison has hereunto subscribed his name the day and year first above written.—(Sgd.) G. HUTCHISON.—Signed by the said George Hutchison in the presence of—(Sgd.) M. Notman, Law Clerk, Wanganui."

29. With regard to the delay in the payment of the £134 17s. to Mr. Haddow on behalf of Mr. Hutchison, do you know if any representations were made to hold over that payment by Mr. Symes ?—Not so far as I am aware. There was a dispute as between one or two or three people as to whom it belonged. The Minister allowed them time to settle their differences and then decided to pay.

30. To whom was the payment made ?—Mr. Haddow.

31. Have you a subsequent claim by letter on the file which was referred to Cabinet from Mr. Hutchison for legal expenses only ?—Yes. That is a separate claim.

32. Will you read it, please ?—There was one received the other day, in which Mr. Hutchison revived the claim.

33. I mean the one referred to Cabinet ?—No. Mr. Hutchison's letter was previous to Mr. Symes's letter.

34. Will you read the one that was previous ?—I see this is from the firm of Hutchison and Haddow, not from Mr. Hutchison himself: "Hutchison and Haddow, Barristers and Solicitors, 102, Victoria Arcade, Auckland, 1st August, 1907.—The Hon. the Colonial Secretary, Wellington.—SIR,—West Coast Settlement Reserves Act: *Re* G. Hutchison's claim for a refund: Referring to our letter to you of 6th April last, and to your reply thereto of the 9th of the same month (1906/2357, No. 471), we shall be glad to hear that the Government have given this matter the favourable consideration recommended by the Committee of the House of Representatives last session.—I have, &c., (Sgd.) HUTCHISON AND HADDOW."

35. Was that referred to Cabinet ? Yes.

36. What was Cabinet's decision on it ?—The decision was that Mr. Hutchison should receive his refund as a lessee, but his claim for legal expenses was declined.

37. He was one of the lessees, and received £134 17s., but his claim for £125 for legal expenses was declined ?—Yes.

38. Has Mr. Hutchison written to the Department more recently ?—Yes.

39. Will you read that, please ?—"17th November——

40. That is, the 17th of this month ?—Yes. "Wanganui, 17th November, 1910.—The Hon. the Minister for Internal Affairs, Government Buildings, Wellington.—SIR,—I hope the opportunity may occur before the end of the present session for the consideration by Cabinet of the report by the Public Petitions Committee on my petition in 1906 as to the £125 which was recommended to be paid to me in addition to the £134 17s. which has been received by my agent, Mr. J. G. Haddow. The £125 was out-of-pocket expenses disbursed by me in connection with the proceedings *re* the awards which were decided to be defective in consequence of the regulations under the West Coast Settlements Act being *ultra vires*, and was an amount apart from the general expenses incurred by the leaseholders (of whom I was one) in the course of litigation.—I have, &c., (Sgd.) G. HUTCHISON."

41. Did not the indemnity you read out to-day state that that amount was bought by Mr. Haddow ?—That was the £134 17s.

42. But not the £125 ?—Nothing was said about that.

43. Have you in your position ever withheld a payment under pressure or representations of any member of the House ?—I do not remember such a case. Unless he could give very good reasons that the man was not reasonably——

44. Have any representations been made to you by a member of Parliament that a man was not entitled to receive and should not receive it ?—No. The objection came from Mr. Durie in that particular case.

45. *Mr. Massey.*] I suppose you have had to do with the whole of these cases ? I am referring to those people who received compensation—the lessees ?—Practically the whole of them.

46. Was Mr. Symes himself a lessee ?—Yes.

47. With his brother as partner ?—Yes, apparently there were two of the same name.

48. Can you tell us the amount of compensation they received on account of the abortive arbitration ?—Mr. W. Symes received £119 10s. 5d., and W. and A. Symes £90 12s. 3d. I am quoting from a parliamentary paper, I may explain.

49. *The Chairman.*] What date was it when Mr. Walter Symes got the money ?—Some time in 1906, but I cannot give you the exact date unless I turn up the voucher.

50. Will you produce the voucher for the amount you paid to Mr. Walter Symes, a late member of Parliament ?—I will do that.

Mr. Massey: I will accept the return. It is not necessary.

51. *Mr. Allen.*] Do you say that Mr. Durie first came into this and had a claim on the 13th December, 1907 ?—That is about the time.

52. Do you know whether the Petitions Committee made a favourable recommendation with regard to these two sums, and on what date ? Was it in October, 1906 ?—It would be about that time.

53. Was there any sum on the estimates that year, 1906, for the £134 ?—1906-7 ? I could not say without looking it up. It would be a lump sum—it would not be an individual payment.

54. Mr. Durie does not come into this until 1907, and the recommendation of the Committee was in 1906 : can you explain why there was no payment made between that period ?—In 1906 the appropriation was made. I may explain that a good deal of time was consumed in inquiries as to the names and addresses of these people.

55. Could you give me any explanation why such a time as that elapsed ? Mr. Durie does not affect the question until 1907. What did affect the payment up to that time ?—No, I do not see any particular cause of delay. As I say, there was a correspondence taking place

56. Were any of them paid in 1906 ?—No.

57. When was Mr. Lysaght paid ?—In February, I think, along with the others. Yes, Mr. B. C. Lysaght was paid in February, 1907.

58. When were the executors paid ?—They were paid, on the previous appropriation, a sum of £2,000.

59. That is what we want, is it not ? Mr. Hutchison's petition was a year later ?—The executors of J. R. Lysaght were paid in the previous year.

60. When was the first payment of next year ?—In February, 1908.

61. When was Mr. Haddow paid ?—On the 24th July, apparently, 1908.

62. *The Chairman.*] Had you any interviews with Mr. Symes on this subject ?—He may have seen me once or twice as to details of the claims.

63. Did you know in what position he was acting ?—No. I merely understood he was acting as a member of Parliament.

64. What did you base that upon—anything said or done by him in your presence ?—I cannot say that I based it on anything, except that as a member of Parliament he had taken an interest in the claims made by the petitioners.

65. Did he uplift any money ?—He acted as agent for some of the people. He signed the Treasury authority.

66. When you speak of him as agent, what do I understand ?—Under the regulations an agent is simply the person who receives the money for and on behalf of some person.

67. Have you got that authority ?—Yes.

68. How is it addressed—to Mr. Symes as a member of Parliament ?—Yes, he was so described.

69. Is the authority authorizing Mr. Symes to receive the money referred to signed ?—This is the form of what we call a special authority under the Treasury Regulations : " New Zealand.—Special Authority.—Not Transferable.—January 7, 1908.—I hereby authorize Mr. Walter Symes, M.H.R. (whose signature appears in the margin), to obtain the countersignature of a cheque of the Paymaster-General for the sum of fifty-three pounds eighteen shillings and threepence payable to me, and to sign on my behalf a receipt for that amount.—(Sd.) ALFRED S. HOBBS.—[Stamp cancelled by dating and initialling.] [Signature in margin : ' (Sd.) WALTER SYMES, M.P., Stratford.']"

70. Have you any other authority ?—They are all of the same form. In that case the " M.P." was left out. You understand that that was not essential to the order.

EDWARD FREDERICK HENRY HEMINGWAY sworn and examined (No. 45.)

1. *The Chairman.*] Where do you reside ?—Stratford.

2. What is your occupation ?—Town Clerk.

3. *Right Hon. Sir J. G. Ward.*] Mr. Hemingway, have you seen that letter before [letter handed to witness] ?—I have seen that letter, to the best of my knowledge, three times in my life.

4. When did you first see it ?—In 1905. I did not see it again until 1908.

5. Do you know who had it in the interim ?—Yes.

6. Was it Mr. Fookes, a solicitor of Stratford ?—It was.

7. Did you take a photograph of that letter ?—Never in my life. The letter was never in my possession.

8. Did you have a copy of it ?—I had.

9. Did you read it publicly ?—I did, in response to a challenge from Mr. Symes.

10. This is what the letter says : " J. McCluggage, Esq., J.P., Whangamomona.—Wellington, 4th October, 1905.—DEAR MR. MCCLUGGAGE,—I am duly in receipt of your confidential letter *re* getting the paper put on the list of Government advertisers. This will depend entirely on the treatment that is meted out to me during the election. I believe that I could fix this matter up, but will not do so until after the election ; and as I am treated so will I treat the paper. You are at liberty to make use of this privately with manager and directors, but not for publication.—With kind regards, Yours faithfully, WALTER SYMES." Written across the top are the words as an indorsement, " DEAR WHITLOCK,—Kindly return this after you have perused it and shown to Mr. Copping. Kind regards.—J. McC." Were you a director of the *Stratford Evening Post* ?—Never.

11. If you wrote a letter to another person which stated in the body that it was confidential, and upon the margin that it was to be used and shown to a manager and directors, or another gentleman in their employment, would you think it a proper thing to make use of that letter publicly ?—I should never have allowed that letter out of my possession under the circumstances, and I am at a loss to understand how the person to whom it was addressed allowed the letter to remain out of his possession for five years. That letter was in the possession of the Opposition party for five years—from 1905 to 1910.

12. When did you copy it ?—I never copied it in my life.

13. Where did you get it from ?—I got a copy from a director of the *Stratford Evening Post*, to make what use I liked of it. My party, after receiving the letter, held a meeting and took counsel's opinion on it, and on receipt of the opinion they held another consultation to see whether they should utilize the letter in a Court of law, and they decided they would not do so. From 1905 to 1908 it was in the

hands of the solicitor of the party, and in 1908 to 1910 it remained in the hands of the solicitor of the party. In 1908 I received a challenge from Mr. Symes. The original was in the hands of my party, and had been for three years, and therefore I thought that I had a right to read it. After I read it I requested the solicitor of the party to produce the letter, and to show it to the editor, and to ask the editor, if it was not marked private and confidential, as he had stated, to contradict in his next issue the statement that he had made that it was private and confidential; and he did so. The letter was not shown to anybody, and had not seen the light of day while it was in the hands of the solicitor for the party for that time.

14. The letter says. "You are at liberty to make use of this privately with manager and directors, but not for publication" ?—Yes. That is a matter between the directors of the *Evening Post*. I cannot understand for the life of me how Mr. McCluggage allowed it to go out of his possession.

15. Do you consider it was a proper thing to make use——

Mr. M. Myers: I do not want to raise an objection, but how does this affect Mr. Symes ?

Right Hon. Sir J. G. Ward: The charge against Mr. Symes is also indirectly a charge against the Government.

Mr. M. Myers: Even so, how does this question become relevant ?

The Chairman: Dozens of questions have been asked in connection with these letters. No exception was taken to questions by Mr. Massey, Mr. Millar, and other members of the Committee, and I cannot stop the questions at this stage. I said originally that these questions were irrelevant.

Right Hon. Sir J. G. Ward: The questions were asked, at any rate. It is a matter of Government advertising.

The Chairman: I cannot object to the questions. I am only pointing out that they are not relevant.

Mr. Massey: It is a pity it was not objected to originally.

Mr. Fraser: It was objected to.

Right Hon. Sir J. G. Ward: The charge is, "That the said Walter Symes, in the year 1905, while a parliamentary election was presently in prospect in which the said Walter Symes intended to become, and subsequently became, a candidate, and being then actually a member of Parliament, did threaten or cause to be threatened a certain newspaper that he would use his influence as a member of Parliament to prevent Government advertisements from being given to the said newspaper unless he received the support of, or was treated to his own satisfaction by, the said newspaper during the said election contest." Now, as a matter of fact, the manager of the newspaper and the director of the newspaper were called, and both of them stated that the managing director was sent to Wellington and interviewed the Minister in charge of the Department in connection with this advertising. That affects the Government.

The Chairman: You can put your question.

16. *Right Hon. Sir J. G. Ward* (to witness).] In view of this letter stating that it was to be used privately with the manager and directors, do you think it was a proper thing to make use of it yourself ? —Certainly, I think it was a proper thing. I was challenged in the most insulting manner to read all the letters I had in my possession. Mr. Symes referred to Mr. Hine and myself as "quack parsons," because Mr. Hine and I happened to be lay-readers of the Church of England. Mr. Symes dared any man to read any letters of his, if he had any, from the platform, and I did what he dared me to do, and went on the platform. If there was anything improper about it, the responsibility lies on the shoulders of the person to whom the letter was written, not on the shoulders of the Opposition party.

17. Do you know who was the representative of the Press Association there ?—I think, Mr. Copping.

18. Do you know the person who presented the address to Mr. Hine in Stratford at the railway-station ?—Very well. I did.

19. After that, did you go to Mr. Black and ask him to send a Press message ?—I did. I understood he was the Press agent; but he was not, and I thereupon went to Mr. Copping, and he said he was.

20. As a matter of fact, neither Mr. Black nor Mr. Copping sent the Press Association's message ? —Yes; Mr. Copping said in his evidence he did.

21. He said he sent a short Press Association message ?—Yes.

22. Do you know who sent the long one ?—I have yet to learn that any newspaper received a long Press Association message.

23. There is the *Daily News* of New Plymouth, the *Evening Post* of Wellington, the *Dominion* of Wellington, and the *Evening Mail* at Waitara that received a long Press Association message. Did the *Dominion* and *Evening Post* receive the short message sent by you ?—No. I went to the *Daily News* resident agent in Stratford and gave him exactly what I gave to Mr. Copping, which was the full text of the address. Instead of telephoning it, it was telegraphed in, and I think the *Daily News* at New Plymouth stated emphatically that they put the country correspondence under the heading of the Press Association inadvertently. I do not think there was another morning paper in the Dominion, except the *Dominion*, that had a full account of that reception.

24. I refer to the short message: who sent that ?—Mr. Copping sent that.

25. I have in my hands five different newspapers containing the long message ?—What are the dates ?

26. It is the 14th September in each instance, and each contains the long Press Association's message ?—What was the date of Mr. Hine's reception ?

27. I think it was the 13th. I do not know whether they are morning or evening newspapers, but they contained the long report ?—That was the Wednesday. The Waitara *Evening Mail* and *Hawera Star* are evening papers, and they have evidently copied from the New Plymouth morning paper.

28. But the message is under the heading of the Press Association ?—That is their lookout.

29. What is the next one ?—The *Inglewood Record*, and it is under the Press Association heading, 13th September.

30. That is the long one ?—I do not know where they got that. That is under the heading of the Press Association, and the only man to ask about that is Mr. Copping.

31. Mr. Copping says he did not send it ?—Well, call the editor of the *Inglewood Record*. If the *Daily News* by inadvertence placed its country correspondent's telegram under the heading of the Press Association, it is a simple thing that these papers would follow it *in toto*, fully believing that the *Daily News* had received it from the Press Association.

32. *Mr. Massey.*] Is the *Inglewood Record* an afternoon paper ?—Yes, I believe it is. When I heard that you had raised this question in the House, I went to Mr. Cargill, who is the Stratford correspondent for the *Daily News*, and asked him what he meant by putting in these words in his daily notes : " The topic of conversation in Stratford just now is, who sent the Press Association wire ? " I said it was impossible that such a message could have gone to any of the morning newspapers in the Dominion, and I was prepared to give him £10 if he would produce to me a morning paper with the wire in. He said, " Well, I sent the wire to the *Daily News* as agent, and it is quite possible that they put it in under the head of the Press Association inadvertently." That is the explanation. The *Waitara Mail* and *Inglewood Record* have copied it from the Taranaki *Daily News*, and I believe the Taranaki *Daily News* put it in through inadvertence. Mr. Cargill said, " When papers receive a flimsy, they do not bother about looking at the end to see who sent it, but rush it in." The *Hawera Star* is an evening paper, too, and it evidently copied it from the Taranaki *Daily News*. There is another explanation, that when the evening papers received the short Press Association wire they amplified it from the morning newspapers, and put the whole lot under the head " Press Association."

33. *Right Hon. Sir J. G. Ward.*] You were at the railway-station when Mr. Hine arrived ?—I was.

34. Is the statement made in the short message true, that there was a large number of supporters assembled at the station ?—Yes, absolutely.

35. How many were there ?—Sixty or seventy, I should say.

36. So you say the statement is true ?—Absolutely true. It more than satisfied us.

37. *Hon Mr. Millar.*] I think you said that letter had been in your possession for a period of five years ?—In the possession of the solicitor of the party, yes.

38. And was held by your party ?—That is so.

39. Who prepared that address to Mr. Hine ?—I did.

40. There was something in it about " raising the purity of public life " ?—Yes.

41. Do you think the purity of public life is to be raised by purloining a letter ?—I do not know what you mean by that. I might say that I never saw the letter from 1905 until 1908, until I got my copy, and my copy did not have that memo. in the corner.

42. You had it in the body that this was a reply to a private letter ?—Yes.

43. And your sense of honour and purity is such that you considered it was right to publish it ?—Certainly.

44. *Mr. Massey.*] Do you take a certain amount of interest in politics ?—I do.

45. You took a great deal of interest in the 1908 election ?—Yes.

46. Had the contents of this letter come prominently before the public during that election ? I believe so.

47. Is the letter marked, " Private and confidential " ?—It is not.

48. Mr. Symes, you say, was somewhat annoyed that you took part in the election ?—Yes.

49. You addressed the public of Stratford ?—Yes.

50. And accepted his challenge to read the letter ?—Yes. I would never have read the letter unless I had been challenged.

51. What position does the *Stratford Evening Post* take up politically ?—It has no politics.

52. Do you remember the election of 1905 ?—Very well.

53. Do you remember whether the *Stratford Evening Post* supported Mr. Hine on that occasion ?—It supported neither Mr. Hine nor the other candidate.

54. Did it take up the same position in 1908 ?—Pretty well. If there was any change it was against Mr. Hine.

55. And was leaning towards the Government candidate ?—Yes.

56. *Mr. Allen.*] Where did you first see the letter ?—It is hard to say now. I saw it, to the best of my belief, on two occasions in 1905. Once it was shown to me by the manager, and secondly by a director. By " manager " I mean the late manager.

57. Did Sir Joseph Ward speak in Taranaki during the election campaign ?—He did.

58. Where ?—New Plymouth.

59. Did he refer to Mr. Hine during the speech ?—He did. His speech was circulated in the Stratford district in a supplement to the *Stratford Evening Post* on the following day, and the first column and a quarter were devoted to Mr. Hine.

60. Was it complimentary to Mr. Hine ?—I do not know. I have the supplement here.

61. *Mr. Reed.*] Who had this letter before Mr. Fookes ?—The *Stratford Evening Post*, I presume.

62. The directors of the *Stratford Evening Post* ?—Yes, I should say.

63. Have you any idea how it came into Mr. Fookes's possession ?—I fancy a director gave it to him.

64. Just look at that letter, will you, and tell me who is the lawful owner of it ?—Mr. McCluggage.

65. Did Mr. McCluggage give you permission to read that letter ?—No, but I understand my party had it in their possession with full power and permission to do what they liked with it.

66. From whom did they get that full power? You see the lawful owner of that letter is Mr. McCluggage, and the writer was Mr. Symes. From which of those two would you say the Opposition party had got full control of that letter?—The point with regard to the letter was this: that it was handed to my party presumably to punish Mr. Symes, and the letter was not treated as a private letter, but as one written to the company—the Stratford Evening Post Company.

67. You have admitted that the lawful owner of the letter is Mr. McCluggage, and the writer is Mr. Symes?—Yes.

Mr. M. Myers: One matter you seem to have forgotten is that Mr. McCluggage wrote the letter to which that was a reply?

68. *Mr. Reed.*] The question is, do you suggest that any one could give complete power and control of the letter to the Opposition party excepting Mr. McCluggage or Mr. Symes?—I do not quite follow you.

69. You say that the lawful owner is Mr. McCluggage?—Yes.

70. It is his exclusive property if he is the lawful owner of the letter?—Yes.

71. And, of course, Mr. Symes could give control over that letter?—Yes.

72. Would you suggest that any one else could give complete control over that letter?—No.

73. When you got that copy from a director, for what purpose did you get it—I mean the copy you read to the meeting?—I did not ask for the copy. It was simply brought along and handed to me, as it might come in useful.

74. Was handed to you as secretary of the Opposition party?—Yes.

75. *Mr. Massey.*] Are you secretary of the Opposition party?—No.

76. *The Chairman.*] What position did you occupy in connection with the election of 1908?—In 1908?

77. Yes?—I was chairman of the party opposed to Mr. Symes.

78. *Mr. Reed.*] Were you secretary of Mr. Hine's committee?—Certainly not; not for a moment.

79. Were you chairman?—Yes. In 1905 I was secretary.

80. And Mr. Hine was the candidate for the Opposition party?—In 1905, yes.

81. I understand that you were secretary of the local Opposition party?—Yes, in 1905.

82. And you were local chairman of the Opposition party in 1908?—Yes.

83. Now, was that copy of the letter handed to you as chairman of the local Opposition party in 1908?—No.

84. Was it handed to you as a likely person to make use of it?—Presumably it was.

85. Was it handed to you before Mr. Symes challenged you to read this correspondence?—Three years before.

86. The copy was handed to you three years before?—Yes.

87. Now, for what purpose did you keep it?—I simply kept it, and never gave it another thought, until people told me that Mr. Symes was going to challenge me to read certain letters that I had in my possession. It then suddenly struck me that I had this letter that he had written.

88. After having kept that for five years, did you think you would use it?—No, I never dreamt I should do so.

89. You kept it as lumber?—Yes.

90. Although it was given to you because it might come in handy, and because you were a likely person to make use of it?—Yes, I kept it among a lot of other papers, and never gave it any thought. As luck would have it, I was challenged, and went on the platform.

91. Did you consider it a right and proper thing to do, knowing that the lawful owner had not given you consent to do it?—I did not know but what the lawful owner had given it to my party. I did not know but that the whole of the directors had given it to the party to do what they liked with it.

92. You thought it was quite probable that Mr. McCluggage had passed that letter over to be used politically against Mr. Symes?—I did not give Mr. McCluggage a thought.

93. Your two answers are not consistent: did you think it was possible that Mr. McCluggage had passed the letter over to the Opposition party for them to make use of?—Well, I did not give it a thought.

94. Then, you thought your action was perfectly moral in using it, whether the legal owner had given his authority or not?—Certainly, if I was challenged, and the letter had remained in the hands of the party for three years.

95. *Mr. Buchanan.*] If the letter were private and confidential so far as the public was concerned, was it so so far as the directors were concerned?—No, I should say not.

96. The letter bears evidence that it was intended for the use of the directors?—Yes.

97. In that case, were the directors, in your opinion, at liberty to pass the information contained in the letter to any other parties?—That is for them to say.

98. But they did do so?—They did.

99. Were you requested to keep the information supplied to you by this copy of the letter private and confidential?—No, never.

100. *Mr. Graham.*] Was the letter that you had in your possession for three years a complete copy in every respect of the original?—No.

101. What was omitted from the copy which you had that was contained in the original?—It began simply "Dear Mr. McC.," and gave the substance; the signature was omitted.

102. As far as you were concerned you had no knowledge that it was a confidential letter in any respect—you had no knowledge from the copy that you had?—Not the slightest.

103. *Right Hon. Sir J. G. Ward.*] The last paragraph of the letter says, "You are at liberty to make use of this privately, with the manager and directors, but not for publication." Was that in the copy you had?—Yes. Once it came into the hands of my party, I understood my party could do what they liked with it; and, as I said, it was a toss-up whether it would be used in a Court of law or not.

104. So, after the mutilation of the letter referred to by Mr. Graham, that portion of the letter was not omitted ?—No.

105. From whom did you get the letter ?—A director of the company.

106. What was his name ?—W. D. Anderson.

107. He was solicitor to the company, was he ?—Yes.

108. How many directors were there on the *Stratford Evening Post* at the time of the last election ?—I could not say.

109. Do you know whether a majority of the directors of that paper are recognized Opposition supporters ?—I do not know. A good number of them are, I believe. I do not know that they take a prominent part in politics, but I believe they have leanings towards the Opposition.

110. Do you know that, as a matter of fact, the majority of the directors are Opposition men ?—Who are the directors ? If you will tell me their names I will tell you.

111. You surely know the local directors of the paper ?—No, I do not.

112. If Mr. Copping, and Mr. Anderson, and Mr. Whitlock all swore that the majority of the directors were Opposition supporters, would you contradict them ?—No. I know that the shareholders are to a large extent Opposition supporters, and I presume the directors would be also.

113. You were good enough to state that you had in your possession a circular containing a report of a speech delivered by me in New Plymouth ?—Yes.

114. Did I speak, during the 1908 election, in the Stratford Electorate ?—No; you spoke at New Plymouth.

115. Do you suggest that the report of my speech which you have in your possession was circulated by me ?—No.

116. *Mr. Buchanan.*] You were challenged to read this letter ?—Yes. I was challenged to read what letters I had in my possession.

117. By whom ?—By Mr. Symes.

118. Supposing Mr. Symes knew you had possession of a copy of the letter, is it fair to assume that he might have altered his mind, and not said "I challenge you to read that letter" ?—Yes, it is possible.

119. *Hon. Mr. Millar.*] What gave you reason to believe that Mr. Symes knew you had a copy of that letter ?—I know he believed it.

120. You said that you understood the letters he was referring to were letters you had in connection with Lysaghts ?—That is right.

121. Mr. Anderson is a solicitor, is he not ?—Yes.

122. Do you think it an honourable action for a man to send an extract from a letter, purporting to be a copy of that letter ?——

The Chairman: It is a matter of opinion. You can bring it out for what it is worth, but that is really for the Committee to decide.

123. *Hon. Mr. Millar.*] Is it an honourable action for a man to send a document that purports to be a copy of a letter when it is not a copy—I do not care whether the letter is confidential or not ?—That is a matter of opinion.

124. When Mr. Anderson had this letter in his possession, the owner of the letter said, "Kindly return this after you have perused it and shown it to Mr. Copping" ?—That is so.

125. That was not on the copy sent to you ?—No.

126. Well, then, the owner of that letter did not want it to be seen by you at all ?—I do not know.

127. *Mr. Massey.*] Mr. Millar used the word "purloined" in connection with your possession of the letter ?—Yes.

128. Was that a proper term to use ? Was the letter purloined ?—Certainly not.

129. Did it come into your hands by perfectly honourable methods ?—Yes.

130. You received it from a director of the *Evening Post* ?—The solicitor to the party did. I never received it at all, and my party never asked for the letter.

Hon. Mr. Millar: I never said that Mr. Hemingway purloined the letter. I said that it was a purloined letter.

131. *Mr. Massey.*] Is "purloined" a proper term to use, even in that way ?—Certainly not.

132. You are quite sure it came into your hands by honourable methods ?—Yes, as far as we were concerned.

133. *Hon. Mr. Millar.*] Into your hands ?—Into our party's hands. The letter was never in my possession—only the copy.

134. *Mr. Massey.*] Do you know whether the directors resented the suggestion in Mr. Symes's letter to one of their number ?—I should say they would resent the suggestion.

135. What was the suggestion ? Would you mind repeating it ?—He said, "I believe I could fix the matter up, but will not do so until after the election; and as I am treated so will I treat the paper."

136. You have told us that you were challenged to produce and read the letter. Do you think it was in the interests of good government at that time that the letter should be read ?—Decidedly.

137. *Mr. Reed.*] Was Mr. McCluggage an Opposition or a Government supporter ?—He was looked upon as being a Government supporter.

138. Was he supporting Mr. Symes ?—Yes, I think he was, in 1908.

139. Do you think that Mr. McCluggage, as a supporter of Mr. Symes, would have been willing that that letter should have been read, immediately on the eve of the election, against Mr. Symes ?—No, undoubtedly he would not.

140. You say that that letter is lawfully owned by Mr. McCluggage ?—Yes.

141. Then how do you say that you did not know that that letter was a stolen letter when you read the extract from it before Mr. Symes's meeting ?—For the simple reason that, for all the party knew, the letter was given to them, with Mr. McCluggage's full sanction and permission, by the other directors of the company.

142. You say that the lawful owner was Mr. McCluggage ?—Yes.

143. You knew that Mr. Anderson had the original in his possession ?—No ; our solicitor had it.

144. You knew that Mr. Fookes had it ?—Yes.

145. Yet you say you did not look upon it as a stolen letter ?—Certainly I did not.

146. *Mr. Buchanan.*] Do you consider that that letter was sent to Mr. McCluggage for his personal purposes only, or for the purposes of the directors of the paper ?—Undoubtedly for the directors of the paper. It was sent to him in his capacity as a director of the paper, in reply to a letter written by him at the request of the directors of the paper.

147. So that, as a matter of ordinary business practice, the other directors had equal right with Mr. McCluggage as to the uses to which the letter might be put ?

Right Hon. Sir J. G. Ward : You must have forgotten what Mr. Whitlock, the manager, said.

Witness : It was a directors' letter, written to them, undoubtedly ; but the legal owner, according to the letter, is Mr. McCluggage.

148. *Right Hon. Sir J. G. Ward.*] You know Mr. Whitlock ?—Yes.

149. He was manager of the *Stratford Evening Post ?*—Yes, at that time.

150. He made the following statement regarding this matter :—Q. : " With a memorandum like that sent to you direct, you were asked to show Mr. Copping, the editor, and return it ? " A. : " Mr. Copping was editor of the paper, and had nothing to do with the commercial side. This being so, it was natural for me to assume that Mr. McCluggage intended me to show the letter to some one who assisted me with the management. Hence I showed it to Mr. Anderson, not in his capacity as solicitor of the company, but as director, and one whose advice I usually sought." Q. : " You admit you had permission to tell the directors in addition, but after the directors were told ought not the letter to have been returned ? " A. : " Either returned, or Mr. McCluggage written to and his permission to keep it obtained." Do you agree with that ?—Yes, decidedly.

151. *Mr. M. Myers.*] You told one of the members of the Committee that you were first shown the letter by the former manager ?—Yes.

152. Who was that ?—Mr. Whitlock.

153. You told Mr. Reed that in your opinion—I do not know whether it was given as a lawyer or a layman—the owner of the letter was Mr. McCluggage ?—Yes.

154. Did you know that Mr. McCluggage had written the letter to which this was a reply, at the request of a meeting of directors of the company ?—Yes.

155. If this letter was sent to Mr. McCluggage in answer to the letter which he wrote by direction of the board of directors, does that affect your view—I do not care in what capacity you give it—as to the ownership of the letter, and as to the right to make use of it ?—I certainly considered the directors could make use of the letter, seeing that it was written in reply to a letter written at their instigation.

156. Written to a director as a director, and in answer to a letter written by direction of the board of directors ?—Yes.

157. I suppose that at the time you saw it you regarded the letter as being a wrong one ?—Absolutely.

158. But, notwithstanding that, you did not use it until you got a letter from Mr. Symes challenging you to read any of his letters that you had ?—That is so.

Right Hon. Sir J. G. Ward : There is no threat in this letter.

Witness : I think there is, decidedly.

159. *Right Hon. Sir J. G. Ward :* Just listen to me : " I am duly in receipt of your confidential letter *re* getting the paper put on the list of Government advertisers. This will depend entirely on the treatment that is meted out to me during the election. I believe that I could fix this matter up, but will not do so until after the election ; and as I am treated so will I treat the paper " ?—Where is the threat. It means that if the paper did not support him he would not use his influence to get it put on the list of papers receiving Government advertisements.

160. Do you suggest that that is a threat ?—I certainly think it is.

161. *Hon. Mr. Millar.*] You said that Mr. McCluggage's letter was written by Mr. McCluggage as a director of the company ?—It was written at the instigation of the company by Mr. McCluggage.

162. Is there anything in the letter to indicate that it was written by Mr. McCluggage as a director ?—No.

163. In fact, it is the opposite : " Your confidential letter " are the words used. Would Mr. McCluggage, if the letter was written by him as a director of the company, write a confidential letter to Mr. Symes ?—Presumably he would, on a confidential matter.

Mr. M. Myers: I want to correct Mr. Millar's misapprehension. Mr. McCluggage gave evidence to the effect that he wrote a confidential letter, because it was written about other matters as well as in connection with Mr. Symes's candidature.

164. *Hon. Mr. Millar.*] Mr. Symes also gave evidence that he was not aware that Mr. McCluggage was a director. Do you think, Mr. Hemingway, that it is part of the duty of a member of Parliament to obtain advertising for a paper ?—No, not necessarily.

165. *Mr. Skerrett.*] Would you regard a reply to a confidental letter as confidential ?—Yes, certainly.

166. I presume that you would be no party to the disclosure of a confidential letter ?—No.

167. You observe that this letter purports to be on its face a reply to a confidential letter ?—Yes.

168. It therefore was, on its face, a confidential letter ?—Yes.

169. And you knew it to be a confidential letter—you admit that now ?—As far as the person to whom it was sent was concerned.

170. I understand that this letter was handed to you by Mr. Anderson ?—It was not.

171. It was shown you by Mr. Whitlock, and a copy of it was handed to you by Mr. Anderson ?—Yes.

The Chairman: Not a true copy.

172. *Mr. Skerrett.*] A copy or a partial copy was handed to you by Mr. Anderson ?—Yes.

173. You told Mr. Reed that Mr. Anderson handed this copy to you as a person who might find it handy, and as a person who might make use of it ?—Yes.

174. It was handed to you, therefore, with the possibility that you might make use of it or disclose it ?—Or destroy it—quite so.

175. Either make use of it or destroy it ?—That is so.

176. Mr. Anderson must therefore have approached you as a person who might either use a confidential letter by disclosing it or destroying it ?—So far as we were concerned, when it came into our hands we did not look upon it as being confidential.

177. But you admitted just now, did you not, that this is a confidential letter ?—Yes, as between the parties to it.

178. You knew that this disclosure was made to you purely for political reasons ?—That is so.

179. Reasons unconnected entirely with the business matter of the letter ?—Yes.

180. Unconnected entirely with the business of the company ?—Yes.

181. Mr. Anderson takes your view of politics, does he not ?—I believe so.

182. Did it occur to you that it would be prudent of you to ascertain whether the copy was handed to you with the consent of the directors of the company in meeting ?—No.

183. You said that Mr. Symes, at a meeting, challenged you to produce certain letters ?—Yes.

184. Did you not say that the letters to which Mr. Symes referred were the Lysaght letters?—Those were the letters that most people imagined he referred to.

185. Did you not understand him to be referring to the Lysaght letters when he made that challenge ?—No, I did not.

186. Will you say positively that you did not understand him to be referring exclusively to the Lysaght letters and to the letters relating to the receipt of moneys in connection with petitions ?—I will not say that positively. He said, "I challenge the man who has got those letters of mine."

187. He uses the demonstrative pronoun: which letters ?—Any letters, I took it to be.

188. At any rate, I understand you took advantage of a general challenge to read a letter which you admit you knew, or ought to have known, was confidential: is that the position ?—No; I never looked upon it as confidential. It was given to us by the company to use as we thought fit.

189. Will you be good enough to look at the letter now, and tell me whether, in your opinion, it is not on its face a confidential letter as between the writer and the recipient of the letter ?—Yes, I have already said so.

190. Then it follows that you took advantage of a general challenge to read out that letter, which you admit to be confidential ?—Yes.

191. *Mr. M. Myers.*] Do you think that all this talk about the manner in which you got the letter, or made use of the letter, justifies the writing of such a letter ?—Absolutely no.

HENARE KAIHAU sworn and examined. (No. 46.)

1. *Mr. Skerrett.*] You are a member of Parliament for the Western Maori District ?—Yes.

2. How long have you been a member of Parliament ?—Somewhere about fifteen years.

3. Do you carry on the business of Native agent and conductor of cases before Native Land Courts ?—Yes, I have done so before coming here and after going back at the close of Parliament.

4. Have you found sums of money by way of advances to Natives in connection with Native Land Court work and in connection with their attendance at Wellington ?—Yes.

5. I am going to ask you now about the charges in the order in which Mr. Myers gave notice of them. Do you know Horomona Watarauihi ?—I do.

6. Will you tell the Committee in your own words the nature of your dealings, if any, with Horomona Watarauihi ?—There have been dealings.

7. Will you explain them, please ?—In—I think—1905 the old man approached me. He came to me telling me that he had heard that I was a capable man in conducting cases before the Native Land Court. He came to me very early in the morning at the hotel at which I was then staying at Ngaruawahia, and after I had finished breakfast I went to him. He told me that he was in trouble about land which he claimed was his, but which had been awarded by the Native Land Court to some one else. He said, "I am asking you for your advice. I want you to tell me what steps, in your opinion, should be taken so as to get my land back again." I said to him,, "Well, that is a difficult question for me to reply to offhand. I should first require to look up the Court minutes and records, and see how it came about that the land was awarded away from you." I then went with my clerk to Auckland, and searched the records there, and I then found that he had not himself attended the Native Land Court. I found that he had framed an appeal in which he definitely stated that he was absent at the time of the sitting of the Court that awarded the land away from him. I found that his assertion that he had not been present at the Court of first hearing was incorrect. And I found, further, that the Native Appellate Court—the Court of second hearing—had found that he had incorrectly stated that he had not been present at the Court of first hearing, when, as a matter of fact, he had been there. I then decided that I would not take up the case of a man who had been guilty of making incorrect statements.

8. This information was obtained by you from the Court records at Auckland ?—Yes, the records of the Court of first hearing and the Court of second hearing.

9. Did you know the position of the matter before you went to Auckland, or did you acquire that knowledge at Auckland ?—Not until I went to Auckland.

10. Did you communicate your decision to Horomona ?—Yes. He came to Auckland himself at about the time.

11. Was it in Auckland that you communicated your opinion to Horomona ?—Yes.

12. Did you receive any sum of money from Horomona ?—I think he paid some money to my clerk.

13. Do you know the amount ?—I think it was £5. My recollection is that it was that sum.

14. What was that money paid for ?—I understand that he paid that money in consequence of what I said at the first, that I would not give him an opinion until I had been to Auckland and searched the records, and it was to pay for that.

15. Did you know that Horomona had, in the year 1904, presented a petition to Parliament in respect of this matter ?—I know nothing of that.

16. Did you at any time promise Horomona that you would, in the session of 1905, present a petition for him to Parliament in respect of this matter ?—No.

17. Then was this payment which you received from Horomona in any way connected with a petition to Parliament ?—Absolutely no.

18. Do you remember a petition, in the session of 1905, by some members of the Ngatireko Tribe ?—Yes.

19. Do you know Te Kamanomano ?—Yes.

20. Did you receive any payment from Kamanomano in connection with that petition ?—No.

21. Will you explain to the Committee what your transactions with Kamanomano were ?—I remember that he once did send some petitions to Parliament, and on that same occasion, to the best of my recollection, he came himself to Wellington in connection with those petitions.

22. Did you advance him any money ?—I did give him money.

23. How much ?—I paid his board-bill. I did not ask for any receipts for it. And I also lent him some money for his pocket while he was here. He and Keritoke came here together at that time.

24. Did you advance to him a sum of £10 and a sum of £5 at any time ?—Yes, much more than that.

25. Was that amount repaid to you ?—Long afterwards.

26. To put it shortly, did you receive any sum of money from Kamanomano with respect to any petition ?—No.

27. Or for your services in promoting any petition ?—No.

28. The next charge is with respect to a payment by Kaahu Huatare in the year 1900. Do you remember Kaahu coming to Wellington ?—Yes, and I remember my seeing him in Auckland.

29. Was there any talk at all between you and Kaahu about a petition ?—Yes.

30. What was the talk ?—The first I heard about it was from his son-in-law, Te Wherowhero, who told me that Kaahu was in trouble with regard to a will which had been investigated by the Native Land Court. He went on to say to me, " I want you to look into this matter because I do not under any circumstances want my father-in-law to suffer an injustice at the hands of the Native Land Court, and lose his land. because he is the younger brother of Wahanui " the inquiry into whose will was the cause of the trouble. So I said, " Yes, I understand what you say, but it is impossible for me to say whether I can or cannot redress the grievances against which he complains. I should like to go into the matter thoroughly, and see how it came about that he was worsted in the Native Land Court." When I went into the matter and found that the question of the succession under this will had been before two Courts, I said to him, " Well, this would be an expensive matter to reopen." He said, " What would it cost ? " I said, " I think it would cost at the very least £25, if not more, to pay the bare expenses of myself and my clerk." He said, " Never mind. Use your best endeavours in connection with the matter." I said, " Very well, then ; you must advance me £10." I could not ask my clerk to go and work without having money to pay him. I said, " You must understand that a matter of this nature is entirely outside of parliamentary business, and the tribe do not contribute any money towards the expenses that will be incurred in such a matter as this." He was unable to pay me the sum I asked for. I came to Wellington, and his petition was dealt with here. I made it quite plain that I could not pay a clerk, out of my own pocket, to search records in connection with a matter in which I had no personal interest at all. It is a long time ago, but I think I did send him a telegram asking him to forward me £10 simply to pay out-of-pocket expenses.

31. Did you see Kaahu at Wellington ?—I believe I did.

32. Did you receive any money from Kaahu Huatare in Wellington ?—I cannot after this lapse of time say for certain whether he did send me the money that I asked him for, or whether he did not. He may have or he may not.

33. Are you quite clear that whatever money was sent to you was for the work which you have mentioned—searching, &c., in Auckland ?—Yes, I am certain about that.

34. I come now to the next charge—that you received a payment by or on behalf of Mohi te Wara in 1904 in connection with a petition to Parliament. Do you know a Native named Keritoke te Ahu ?—Yes, I know him well.

35. Where does he live ?—At Huntly.

36. Did Keritoke come to see you about any business matter ?—He has been continually approaching me in connection with certain matters in which he is interested, starting, I think, from about the year 1900.

37. Do you remember the subject of a petition relating to Waipa, either Lot 21 or Lot 66 ?—Yes, have hear d of it. Of course, I cannot keep all these things in recollection.

38. What was your connection with that particular transaction ?—First of all, in the year 1900 Keritoke came to Wellington, and he told me there was a certain trouble which he wanted looking into. I asked him what it was in connection with, and he said it was in connection with an interest in land which had belonged to Mohi te Wara, and succession had been granted to Major te Wheoro. I said, "I cannot touch that." He asked why. I said, "Because the younger brother of Te Wheoro is one of the party who support me—one of the principal chiefs." I said, "You had better put that matter into the hands of some other person. I am quite willing to present your petition in my capacity as member for the district, but beyond that I cannot go." He persisted in endeavouring to persuade me to undertake this work for him. I said "No." Afterwards—I think about the year 1902—I met him in Auckland. He said to me, "You ought to have consideration for orphans like these people on whose behalf I ask you to act"—the nearest of kin to Mohi te Wara. I said, "I must first of all look into the records." There have been three hearings before three separate Courts in connection with that matter. I said, "Before I can ascertain things clearly it will cost a lot of money. Before I can give you advice on this matter it will cost you, I should say, £25." He said, "Oh ! that is nothing. I can approach my people and tell them that they must find the money to pay you out-of-pocket expenses in connection with these searches." He said, "If they are successful in getting this land back into their possession it must be value for at least £2,000." I said, "Very well. I will do my best for you, but I cannot give you a guarantee as to when I shall be able to obtain the information that I desire from the Court records in Auckland, because, as you know, sometimes those records are in the custody of the Registrar at Auckland, and on other occasions they are sent away to Native Land Court sittings at Waikato, Thames, Rohe Potae, &c., so that you must understand there may be delay." It took me a very long time, and I did a very great deal of laborious work in connection with the matter—in fact, it cost me considerably more than the £25. I have been for weeks at a time, sometimes, discussing the matter with him himself. I think it would be about 1904 that I told him I was in possession of all the information that I thought I could ascertain, and I said "You had better put this matter into the hands of some other person than myself. I cannot undertake it. The matter has already been before three different Courts. You had better put it into the hands of some other person, to draw up a petition, if you still wish to go on." I told him my opinion was that his case was a just and correct one, because the person who had been appointed by the Courts to be the successor to the deceased whose interest was in dispute was not the nearest-of-kin or a close relative of the deceased. When I saw the genealogy of the persons on whose behalf Keritoke desired to obtain this reversal of the Court's decision I was satisfied they were the persons who should properly have been appointed successors. As I understood the law by which the Native Land Court was guided, the award of the Court should have been in favour of the nearest-of-kin. I said, "Now, before you draw up that petition you must give me £15. As a matter of fact, I think you ought to give me £25." He said, "I have not got any money." I said, "Perhaps you could manage £15." He said, "No ; not at the moment" ; he had not got it. He asked, "For what purpose is the £15 required ?" I said "For the work I have done—moneys that I have expended out of my own pocket in connection with searching these matters and obtaining legal opinion in Auckland in regard to the preparation of a clause that might meet such a case as this." He said he had no money. I said, "Well, if you have not got it now, you must remember that I am going to Wellington—which is a very expensive place—and as soon as you get the money, forward it on to me there." After I arrived here I communicated with him to know when he was going to send me the petition and the money to pay me for what I had previously done in connection with the matter.

39. Here is a telegram—Exhibit N 1. [Telegram read to witness by interpreter.] Was that your telegram ?—I think so. Yes, there is my own name there. "Send me the petition and the money, lest it be too late.—H. KAIHAU."

40. What was the money referred to in that telegram ?—The £15 that I had previously asked him to give me, to pay me for what I had already done, and my clerk also. I told him that I was not a man who was thoroughly acquainted with the English language ; I only knew a little about it, and therefore when I wanted to go into matters like that I had to have a clerk with me who knew more English than I did, and who could read.

41. You got the petition, and how much money ?—I am not quite certain, but I think the sum I received was £10.

42. Does this telegram [Exhibit Q 1 handed to witness] refer to the receipt of the money : "Keritoke te Ahu, Huntly.—The petition has arrived, and the money.—H. KAIHAU" ?—I believe so.

43. Will you look at this telegram, dated the 11th October, 1904 [Telegram handed to witness] ?—"Keritoke te Ahu, Huntly.—Your petition has been passed by the Committee ; but the preparation of the clause for the Act is to come afterwards, when the time of the 'Washing-up Bill' is reached. Send me £5 for the working (or making) of the Act speedily.—KAIHAU."

44. What do you mean by that £5 "for the working of the Act" ?—It meant this : that I was not myself qualified to frame a clause. I preferred to place it in the hands of competent counsel.

45. Did you place the drafting of the clause in the hands of competent counsel ?—I had previously consulted my lawyers, long prior to that time, regarding the drafting of a clause in connection with petitions, and they had advised me. I had previously spoken to Keritoke at Auckland, and told him, "I know exactly what is required to be done now. I have consulted my lawyers, and had their advice. Give me that money."

46. Did you consult your lawyers in Auckland about Keritoke's case and about the form in which the clause would require to be drawn ?—I had consulted my lawyer in Auckland—Mr. Sinclair—previously—I do not say in regard to this clause in particular, but in regard to the framing of clauses for petitions generally.

47. Did you send this telegram [Exhibit T 1] to Keritoke ?—This is money that I asked him for before I came to Wellington from Auckland.

48. Then you received £15 from Keritoke ?—As well as I remember, £10 and £5.

(The hour of 1 o'clock having arrived, the Committee adjourned till 2.30 p.m.)

49. *Mr. Skerrett.*] I am going to ask you about charge (*e*)—a payment by Te Rewatu te Hirako in the year 1907 for services in connection with a petition presented to Parliament. Do you remember that Mr. Massey in the session of that year presented a petition on behalf of Rewatu to Parliament ?—I have no recollection either of the preparing of the petition or the presentation of that petition ; but probably I may not have been in attendance at the House at that time.

50. Do you know Te Rewatu ?—I remember seeing him about that time in Wellington.

51. Did you have any talk with Rewatu about his petition during that session ?—Yes ; he came to speak to me once.

52. Will you tell us the substance of what he said ?—He told me he was in trouble about his matter. He said he had been waiting in Wellington for a long while, and that his expenses up to that time had been £25. I did not ask him to whom he had paid that money, because I noticed that he was continually under the influence of liquor. He was in such a state of intoxication that he was almost being arrested by the police.

53. Did Rewatu pay you the sum of £25 ?—I have no recollection of his paying me any £25 ; but I know that he told me he had paid £25 to some one else. He said his trouble was that the boundary-line of his land had been included within the land that had been acquired by purchase by the Crown. He did not tell me anything about the petition ; but what I have said is the trouble he was worrying about.

54. Did Rewatu pay you any sum of money in Wellington ?—I have no knowledge that he paid me any money.

55. Do you remember going with him to see the Native Minister, Mr. Carroll ?—Yes, when he had been unsuccessful in accomplishing anything—he and the person to whom had been paid the £25 then came to me and asked me what they should do. I said to him, " Well, my advice to you is this : If you have any complaint as to a portion of your land having been included in land that has been purchased by the Crown, why do you not lay it before the Native Minister ? " He then said to me, " Can you take me to the Native Minister, and obtain an interview ? " I said, " Yes, I can do that. I am your member, and you are the people by whose votes I was returned to this House." I did so. I looked at the matter from the point of view that if his assertion were correct, and he had suffered an injury at the hands of persons who had injured him in any way, I should be perfectly justified in taking him to the Minister, and endeavouring to obtain an interview for him.

56. *Mr. M. Myers.*] Did I understand you to say that you have been a member of Parliament for fifteen years ?—Yes.

57. I suppose you know that it would be wrong to take money for carrying out your duties as a member of Parliament ?—I have heard that that would be the position if a member received payment.

58. Do you not know that it would be a very wrong thing to charge people for whom you present petitions to Parliament ?—As far as the House is concerned, yes—that I would consider to be wrong ; but for any private work done outside, I cannot see what blame attaches.

59. Do you know it is so serious that if it were proved against a member, and the House followed the English practice, they would expel that member ?—I cannot say that my knowledge goes as far as that.

60. You have given an explanation of the different charges. Before I go further I want you to say if your explanation is true ?—I think I am speaking the truth. I am on oath.

61. Is it not the fact that for every petition you have presented to the House you have charged the petitioners, and received money ?—That is a very wide question.

62. Answer it all the same ?—No ; it is wrong.

63. Is it not the fact that it is common talk amongst all the Maoris in your district that for every petition they asked you to present you charged them money ?

Mr. Skerrett : I object to that question, as it is an improper one.

The Chairman : I cannot allow the question.

64. *Mr. Myers* (to witness) : Are you not in the habit of charging what you call fees to the Maoris in connection with petitions that you present ?—I have not done so ; it is wrong to say so. I have only charged fees for my outside services, but never in connection with petitions in Parliament.

65. Do you recognize that if you are telling the truth it follows that no fewer than five other witnesses have sworn to what is untrue ?—I do not know anything about them. I am not responsible for what they say. I am only speaking for myself.

66. Have you heard the evidence given by Horomona Watarauihi, Rewatu Hirako, Kaahu Huatare, Remana Nutana, and Keritoke te Ahu ?—Yes.

67. Do you not know they have all sworn as to payments of moneys to you in connection with the presentation or the conducting of petitions in Parliament ?—Yes, that is what they have said, but I do not admit it.

68. It is a matter upon which there can be no mistake, and I ask you then whether you say that all those five witnesses are telling lies on oath ?—I want to be perfectly certain, before I commit myself to a reply, which of the statements you refer to.

69. The statement that moneys were paid to you for presenting or conducting petitions in Parliament ?—It is wrong.

70. Is it right to say that Horomona Watarauihi made his payment of whatever the amount was to you or your secretary in 1905 ?—I think there was money paid. I said so this morning—£5.

71. In 1905 ?—Yes, but it was not in regard to a petition.

72. Was it paid at Ngaruawahia ?—I believe it was.

73. Was it paid at the time when you were appearing at Ngaruawahia before Chief Judge Seth-Smith in the Te Akau matter ?—I think it was at that time.

74. Now, Horomona has sworn he gave you personally £15 at that time at Ngaruawahia, and Remana Nutana has sworn he saw it paid. Are those two witnesses then telling lies ?—To my mind those two witnesses are making a mistake in so saying. I do not like to use the hard word and say they are telling lies.

75. Did not Horomona Watarauihi give you £15, and tell you the money he was giving you he had just drawn out of the bank ?—I have no recollection of his having said so.

76. Was that conversation with Horomona the conversation you had with him on this business matter you say you were doing for him ?—He says it was the first occasion he spoke to me about the matter, and that is my recollection also.

77. How then do you account for presenting a petition for Horomona early in the year 1904 ?—I really cannot say. I have no direct recollection of the matter, because you will understand that all petitions emanating from any part of the Western Maori Electorate would, in the ordinary course of things, be put into my hands for presentation.

78. Did you not hear Mr. Otterson give evidence and say that there was a petition presented by you for Horomona in 1904 ?—If Mr. Otterson says so, he is in a position to know. I could not remember all these things.

79. Do you not know that the hearing of that petition was adjourned till the following session, 1905 ?—I cannot say I remember that.

80. Do you not know that that is proved by Mr. Otterson's evidence ?—Perhaps so. As I said before, he is in a position to know. I cannot remember after this length of time.

81. Do you not think it a very curious thing that a payment should be made to you in the interval, and that Horomona should swear that the payment was for the purpose of this petition, unless his evidence is correct ?—He himself came to me of his own volition, and inquired of me my opinion in regard to his case, and I explained what moneys had to be paid for looking up things in the Court records.

82. Do you know now that it is proved that on that occasion Horomona drew £15 from his Savings-Bank account at the Ngaruawahia Post-office ?—I have no knowledge of that. He may have drawn £15 from the bank. All I say is he did not pay it to me.

83. With regard to the petition of the Ngatireko Tribe, is it not a fact that from the moment that Kamanomano came down to Wellington for the purpose of giving evidence before this Committee he was staying and living with you ?—When ?

84. From the time he arrived in Wellington after he was summoned to give evidence before this Committee ?—I know that he came and stayed at the house at which I happened to be staying, but he had been staying in the house previous to that occasion.

85. You mean on previous occasions, previous to this year ?—Shortly before—say, a month beforehand.

86. I suppose we may take it you did not say a single word to him about the evidence he was going to give before this Committee ?—I am not a man who does say those things. I am not in the habit of talking like that to any one.

87. Is it not a fact that immediately you knew of the charges that were being made against you, you sent your secretary up to the country to see the Natives who were being called as witnesses ?—No; I did not hear of that. What I heard was that it was your witness Te Remana Nutana who approached every one who was likely to come here and give evidence, and got them all to come over to his side.

88. That is not what I asked you. I asked you whether it was not a fact that as soon as these charges were made you sent your secretary post-haste to the Auckland District ?—Not at all.

89. Do you remember the charges being first made in this building ?—My secretary was with me then, and has been here in Wellington all the time, and has not left it to go to Auckland.

90. Just be careful. Is it not a fact that on that very same day, a couple of hours after the charges were made, your secretary left Wellington for the Auckland District ?—From here ?

91. Yes ?—No.

92. Are you positive about that ?—I feel an accusation like that very much.

93. I do not care how you feel it; you must answer the question ?—It is absolutely wrong.

94. You do not look very sensitive, and should not mind answering my questions ?—I will not be annoyed, but it is absolutely wrong.

95. Let us go back to Mohi te Wara. On the 2nd August you said "Send the petition and the money." Did you at that time, when the telegram was sent, intend to present the petition when it came down ?—No. That was not my point of view at all. I remembered I had done certain work for Keritoke, and he told me he had a petition to present.

96. Answer my question. Was it at that time your intention to present the petition if it came down ?—Yes. If it was forwarded to me for presentation it would have been my duty to present it.

97. Did you not tell Mr. Skerrett this morning that you told Keritoke you would refuse to present it ?—Yes. I stated this morning that I told Keritoke that I did not desire to have anything to do with the matter.

98. Why, then, did you send this telegram: "Send the petition" ?—My reason is as I have stated. They said they wanted to send the petition to me to present. I said "Very well. Send me in the first place the money I have already expended."

99. But you say "Send the petition and the money." I ask you what was the connection of the money with the petition unless, as Keritoke says, it was the money to be paid to you for presenting the petition ?—All I know is that it was in payment for work previously done by me.

100. Do you know that Keritoke says you never did any work for him before this petition—that the presentation of the petition was the only business he had with you ?—I say no. I know the man well, and I know he is a man who is continually humbugging and telling lies.

101. Is he not a relative of yours ?—In some sense. A very distant one.

102. Is he not your cousin ?—Not a close cousin—just related through our general genealogy.

103. Did you not present this petition of Mohi te Wara's ?—I said this morning that it is probable I did, but I do not recollect. I may have done so.

104. What you say is that when you were talking to Keritoke you declined to present the petition. Did you alter your mind when the petition came to you accompanied by the money ?—I have alerady explained that I did not desire to have anything to do with the matter. At the same time I asked him to pay me the money I was out of pocket through searching for information for him in regard to the matter.

105. Keritoke has sworn that he sent you £15 in the first place. Will you say that that is incorrect ?—I said that to the best of my recollection the sum was £10.

106. If Keritoke swears, as he has sworn, that it was £15, will you say that is a lie ?—I have said already that I have no recollection of a payment of £15.

107. You subsequently wired, just before the Committee brought in its recommendation, for another £5. Who got that £5 ?—I believe I got it. I think I stated this morning that I received £5.

108. Is it not the practice that whenever the Native Affairs Committee recommends that a clause be introduced into a "washing-up Bill" the Native Minister always gets the Law Draftsman to draft the necessary clause ?—Sometimes. Sometimes we do it ourselves.

109. Did not the Law Draftsman draft this particular clause for the Mohi te Wara matter ?—I do not know that. I know that when I saw the clause it agreed in effect with what my lawyer's advice had been.

110. You did not pay the Law Draftsman £5, did you ?—No ; but I remember that I paid my own lawyer for his advice.

111. Well, you paid your own lawyer some time before for some general advice he had given you about petitions and the drafting of the clause ?—Yes ; it was some considerable time before that I paid it. I still carried in my mind the recollection of what his advice had been.

112. How do you justify sending the telegram to this petitioner, or the persons representing him : "Send £5 quickly for making the law" ?—It is quite clear. As I say, I understood what was required to be done some time before, as the result of the advice of my lawyer.

113. And the fiver went into your pocket ?—Yes. Why should it not—when I paid my money out of my pocket ?

114. All right. Do you suggest that you paid £5 for the drafting of this clause ?—I have not said my lawyer wrote that clause.

115. Anyhow, let us put it this way : if you paid any money to your lawyer in Auckland, why did not you get the whole of the amount payable to you, if there is any truth told by Keritoke at the time he got the petition ?—I asked him, as I said this morning, for £25. Then I subsequently said, "Give me £15." That is what took place. I had been informed by other persons that he had spent their money ; therefore, I wished to get it.

116. Well, what is the meaning of this telegram referring to the £5—the telegram of the 26th October ?—[Telegram read by interpreter.] Does not that tell ——— to send the money—that is, the £5—this week ?—Yes, I think this referred to the balance of the £15 I originally asked for.

117. That reply will not do, because you had previously sent this telegram of the 11th October asking for the fiver ?—How ? Which reply ?

118. Did you not say just now that your telegram of the 26th October referred not to the £5, but to the balance of what he owed, apart from the £5 ?—I am not quite clear. My memory does not carry me back over that length of time. I said I did not remember whether it was £10 or £15, but that to the best of my recollection it was £10.

119. Do you not see now that your telegram of the 25th October must refer to the £5 which you had mentioned in your telegram of the 11th October ?—I wish it to be understood that I do not deny the fact that he sent me £5, and that I asked for it in payment of services rendered previously by me.

120. Well, what were the services rendered for that £5 ?—This was the money that I asked for. It was a portion of the total sum of £25 that I originally asked for.

121. That is what you say now ?—That is what I said this morning.

122. Did not you say this morning that the £5 asked for was for the purpose of paying your lawyer's bill in Auckland in connection with advice about these petitions ?—I said this morning that I required this sum. I asked him for this sum, to refund to me the money I had paid out in searching the position of affairs in regard to the nearest-of-kin in connection with the petition.

123. Well, we will leave it at that, but answer me this question : What was the necessity for Keritoke sending the money this week—the £5 ?—What that means is this : I wanted to be paid the balance of the amount I claimed from him as payment for work I had already done for him and his people.

124. All right : you wanted it by a particular time. Is that it ?—Well, he had not sent it—had not paid me all that I claimed.

125. Well, then, I think you have heard the evidence that was given by Kaahu Huatare ?—Yes.

126. Did you hear him say you had sent him a letter or a telegram asking for £10 for fees on the petition ?—Not for my work in connection with the matter of the petition.

127. Did you hear Kaahu say that he had got a telegram or letter from you to that effect ?—I know that I did send him word.

128. Did you hear Kaahu say that he sent you £10 accordingly, and that he had no business whatever with you except that you were to present a petition for him, and that that was what he paid you for ?—Yes, that is what he said, but it is not correct.

129. Do you say that is all lies ?—I will not say that it is lies, but I will say that he does not know what he is saying.

130. You heard the evidence given by Rewata te Hiriako ?—Yes, I did. I looked at the man, and it struck me that he was not quite as sober as he might have been, and I did not take much notice of what he said.

131. Did you not hear him swear that, although his petition was presented by somebody else, you asked him for £25 for your assistance with the petition, and that he paid it to you ?—I did hear him say that, but that is wrong.

132. Is that all a lie ?—He knows that. I am not going to say it is a lie. It is for him or for you to say it is a lie. I am not going to say it is a lie. I simply say he is mistaken.

133. During 1907 do you remember being up in the Waikato district during the month of June and for some months afterwards ?—June was the month the Natives were paid their moneys for Te Akau ?—It may be so. I remember that I did go to Te Akau, but I cannot tell you the date.

134. Do you remember the fact of the Natives being paid their moneys ?

Mr. Skerrett: I object. We cannot possibly now go again into the Te Akau charge.

The Chairman.] When you closed your case, Mr. Skerrett, I ruled that the further hearing must be confined to these particular charges.

135. *Mr. M. Myers* (to witness): Do you remember the fact of the payments made in respect to the Te Akau money ?—Yes.

136. Do you remember that that was in June, 1907 ?—I think so.

137. Do you remember what you were doing for a month or two after that ?—Many things.

138. Were you engaged at that time in connection with the Moerangi Block—working in connection with that block ?—There was no accusation like that in the charges against me.

Mr. Skerrett: I object.

The Chairman: My ruling is this: that the witness is tendered in connection with the second charge—as to whether he received certain payments in regard to a certain petition. The Te Akau Block question cannot be opened up again. The evidence in connection with that case has already been closed.

139. *Mr. M. Myers.*] I do not intend to open up that case again. (To witness:) I want to know whether in 1907 you were doing any work in connection with the Moerangi Block ?

Mr. Skerrett: I object.

140. *Mr. M. Myers.*] What were you doing during the months of June, July, and August, 1907 ?—I think perhaps I was at the Court then sitting at Ngaruawahia about the Te Akau Block.

141. Did you not remain in the district doing other work after the Te Akau Block was finished ?—I went back to my home after Te Akau was finished.

142. Were you doing your business from there—from home ?—Yes.

143. How comes it that the next thing we hear is that you apparently tell the Native Minister you want leave of absence and remuneration from Parliament because you were ill ?

Mr. Skerrett: Surely this is not a matter to his credit.

The Chairman: I cannot see that it is to his credit.

Mr. M. Myers: Is it not, that a man who is doing private work—his own private business—then comes to Parliament and draws his honorarium—gets a resolution passed by Parliament that he is to draw his honorarium because he was sick—if that does not go to his credit I do not know what would.

Mr. Skerrett: May I point out that this is a sample of what we have had throughout the inquiry. My learned friend has devoted much more attention to making charges and insinuations which are entirely irrelevant to the inquiry than to the main charge. I ask you, Mr. Chairman, to rule whether in such a charge as this, made against Mr. Kaihau in writing, my learned friend is at liberty to investigate his whole conduct as a member ?

The Chairman: No, I should say not.

Mr. Skerrett: May I submit that, if he is entitled to investigate this matter, why not every matter ?

Mr. M. Myers: Am I not entitled to investigate any matter which goes to his credit, seeing that he is in conflict with no fewer than five witnesses ?

The Chairman: I think you have been very full on this point; I think the Committee is satisfied. We have heard his contradiction of the five witnesses. I think you may leave it at that.

Mr. M. Myers: Very well. I will leave it at that.

144. *Sir J. G. Ward.*] Did you ever at any time receive any Government money for work done in connection with the purchase of Native lands ?—I have never received the payment of one penny from the Government. The Government and I are enemies.

145. *Mr. Massey.*] I think I heard you say your secretary has not been in Auckland since Mr. Hine formulated his charges ?—On the occasion of my first coming to Wellington I went back home, and my secretary with me; but not since these charges have been gone into.

146. I am speaking of the date on which Mr. Hine formulated his charges before the Committee ?—No; if our lodgings be visited it will be found my secretary has been charged for every day the same as me.

147. Who is your secretary ?—Henry Flavell.

148. Is it not a fact that both you and your secretary have been to Auckland since the first sitting of the Committee ?—I have said that when I first came down to the session I did go home, and so did my secretary and Mahuta.

149. But what I want to know is, was it before or after the charges were formulated ?—Neither my secretary nor I have been to Auckland since the opening of the Committee.

150. *The Chairman.*] You receive £300 a year as a member ?—Yes.

151. What amount have you received altogether in regard to the payments in connection with all these petitions ?—I could not say how much I have received in payment for work I have done—not in connection with the petitions, but other work I have done.

152. Is it necessary for you to carry on this kind of business as far as a living is concerned—that is, work in connection with petitions?—I cannot say I am a rich man, but I think I have enough to live on.

153. After paying your electioneering expenses is there enough of your parliamentary honorarium left for you to live on?—Not nearly enough. I spend very much more money of my own than that.

154. Then you do other work in order to maintain yourself?—Yes.

The Chairman: Your next witness, Mr. Skerrett.

Mr. Skerrett: That is my case.

Right Hon. Sir J. G. Ward: I want to call Mr. Flanagan in connection with Flaxbourne.

Mr. F. W. Flanagan, Valuer-General, sworn and examined. (No. 47.)

1. *Right Hon. Sir J. G. Ward.*] Mr. Flanagan, what was the value of the 57,373 acres of the Flaxbourne Estate in 1904?—The capital value of the whole of the estate — 57,373 acres — was £160,709.

2. Do you know the amount claimed by the owners for the estate?—£410,000, I believe.

3. What was the value of the 11,700 acres—of the area reserved by the Court for the owners from the Flaxbourne Estate in 1904?—The capital value of the 11,700 acres retained by the owners (Sir George Clifford and others) was £40,200.

4. That 11,700 acres deducted from the 57,373 acres leaves 45,673 acres, the area the Crown required?—Yes.

Mr. M. Myers: Is all this relevant to the case?

The Chairman: A question was asked of Mr. Griffin regarding the valuation of the property. Has this a bearing on that?

Right Hon. Sir J. G. Ward: Yes, and I am going to call Mr. Wilson again, I may inform Mr. Myers.

5. *Right Hon. Sir J. G. Ward* (to witness).] The amount of the difference between the £40,200 and the £410,000 is £369,800?—Yes.

6. So that the value of the 45,673 acres, the claim made at the time by the owners, was £369,800?—Yes.

7. And the amount awarded by the Court was £183,000?—The amount of the award was £181,675.

8. That is less than half the amount the owners claimed for on the portion of the estate, 45,673 acres, acquired?—That is so.

9. So the difference in favour of the Crown, as against what the Cliffords claimed, was £188,125?—Those are the exact figures.

10. What was the capital value of the 45,673 acres acquired by the Crown at the last valuation of the property taken by the Department, and when was it taken?—The last valuation was in 1907, and the capital value stood in that year at £220,677.

11. Do you know what the value of it is to-day?—I do not know what it is; £220,677 was the value of it in 1907. I should say the value of the property has increased by £1 an acre since 1907, basing my opinion on the values that have been paid as goodwills for allotments in the Flaxbourne Settlement since 1907.

12. Can you tell the Committee what the number of transfers has been from tenants who took up land on the Flaxbourne Estate, and what the consideration-money they have received by way of goodwill is?—There have been thirty-five transfers approved by the Land Board; the area transferred was 11,296 acres 1 rood 25 perches, and the total consideration-money amounted to £18,093 5s.

13. That is, that the new tenants whom the Land Board approved of paid in goodwill to the old tenants £18,093 for thirty-five transfers in respect of 11,296 acres?—That is so. The £18,093 included the value of the improvements—£8,944 7s. 4d.—which, deducted from the total, leaves a sum of £9,148 17s. 8d., which represents the increase on the unimproved value of the land, averaging over 16s. an acre.

14. Would it be possible under the system that the Land Board fixed for men who did not understand what they were doing to be allowed by the Land Board to purchase a transfer in any of these sections?—No. Speaking as a Commissioner of Crown Lands for six years, I would say the Land Boards have exercised great care in allowing transfers of lands. They have secured in nearly every instance I know of a guarantee that the incoming men shall be in a sound financial position, capable of carrying on the farm in the same way as the outgoing men. In fact, the complaint has been made that the Land Boards have exercised too hard and fast a rule in this respect in granting transfers. I do not know of any case in Canterbury, for instance, where new lessees are accepted unless they can produce evidence to the Board that they are capable financially of carrying on the property.

15. So the increment could not under ordinary conditions be paid by men who did not know what they were doing?—No.

16. *Mr. Massey.*] You say that the increase in the unimproved value, apart from the improvements, was £9,000?—Yes, £9,148 17s. 6d.

17. Over what area?—11,296 acres.

18. Or less than £1 an acre?—A little over 16s. an acre.

19. Over how many years?—That is hard to say, because transfers have been granted from 1905 up to the present time.

20. What was the date of taking over the estate?—1905.

21. I suppose produce has gone up considerably during the five years since?—Yes; but it was pretty high five years ago.

22. Taking it all round, the price of produce is higher now than it was five years ago?—Yes, but not very much higher.

23. What are you speaking of particularly?—Particularly of wool.

24. *Right Hon. Sir J. G. Ward.*] Wool is what they chiefly produce?—Yes.

25. *Mr. Massey.*] I suppose the settlers on Flaxbourne go in for other branches of farming besides wool-growing?—Yes. The areas of the holdings vary from 74 acres to over 2,000 acres.

26. Can you give the valuation of the property at the date when it was valued prior to the taking?—The first figures I gave were for 1904.

27. The valuation at that time was £160,000?—£160,709.

28. For the whole property?—Yes.

29. Including the area reserved?—Yes.

30. How much is that per acre?—I have not taken it out. As to the price paid, if you exclude the amount comprised in costs and compensation for disturbance, it is about £3 15s. 6d. per acre.

31. You are Commissioner of Crown Lands there?—No.

32. You were, were you not?—No.

33. Are you aware that the estate was offered by the owners to the Government at any time?—No; I was not in a position before its acquisition to pay much attention to the negotiations.

JAMES MCKERROW sworn and examined. (No. 48.)

1. *Right Hon. Sir J. G. Ward.*] How long were you Chairman of the Land Purchase Board, Mr. McKerrow?—For seven years.

2. During your term as Chairman the Flaxbourne Estate was offered to the Government and reported on?—Yes.

3. Will you inform the Committee if the Board recommended the Government to purchase the estate at that time?—Yes; they recommended that it be purchased at £1 15s. per acre.

4. What did the owners ask?—They would not tell us what they wanted.

5. Was the offer of £1 15s. made to them?—Yes.

6. What was the result of it?—Sir George Clifford, who conducted the negotiations, said the offer did not come up to their expectations, and he could not close, as he had to refer the matter to London. I think some of his brothers were there. After he got a reply from London—some months afterwards—he said they would not agree to sell at £1 15s. per acre.

7. Did he offer any alternative price?—No. He came several times to see me. When he came in he would say, "Well, what are you going to do about the estate?" I replied, "What are you going to do? I have made an offer, and the only reply I have got from you is that it is too little."

8. Could the Government have given any higher price for the estate than the Land Purchase Board, of which you were Chairman, recommended?—No, not a penny.

9. The law would not allow it?—No.

10. Will you tell the Committee if at that time the Flaxbourne Estate had rather a bad name on account of rabbits?—It had, but it was recovering at the time we offered to buy. It had had a bad name.

11. Was not that one of the chief causes of the desire of the owners to sell the property?—I think it was partly. There was another reason: Sir Charles Clifford, father of the family, had died, and as the property was among the family, they wanted to dispose of it. Sir George Clifford told me so.

12. At that time were you prepared to recommend the Government to purchase at a higher price than £1 15s.?—Yes, but I could never get him to say what he wanted. It went on for a year or two. On the Government side we were not very anxious to buy, because we had no end of other estates being offered, some of which were more suitable for our purpose—that is, subdivision into farms. More than half of Flaxbourne is purely pastoral country, and would have to be cut up into large areas. That, of course, was against the policy of the Government. For that reason the Department did not push the thing. Then Mr. Seddon was urged, I think, by the Land and Railway Association, at Blenheim, to buy Flaxbourne. He asked me, "Where are we about this Flaxbourne?" I wrote to him in June, 1901, saying what I have just told the Committee—that I could not get Sir George Clifford to say what he wanted, that we had offered £1 15s., and that if the Government really wanted to get the estate they must take it compulsorily. The routine of the thing is this: Proposals were made to the Government concerning an estate; these proposals were sent to me, and I took them up and put them through, getting valuers and all that sort of thing. Then the Land Purchase Board met, and a recommendation was made to the Government. My advice to the Premier at that time was, "If you want the estate you need not go on any further with the negotiations; you take it to the Court." That was done a few months afterwards.

13. At all events, so far as you were concerned, the estate could not be obtained at the price you were prepared to buy it at, and the Government could not give a higher price under the law than you recommended?—The Government cannot give a penny more than the Board recommended—not a penny more. They could give less if they liked, but not more.

14. During the whole of the time of your occupancy of the chairmanship of the Land Purchase Commissioners did the Government ever purchase an estate at a higher price than the Board recommended?—No, they could not do it.

15. Was there ever any attempted interference by the Government with you in carrying out your duties as Chairman of the Board?—No, none whatever.

16. Did any member of the Government ever attend a meeting of the Land Purchase Board when it was considering the purchase of estates?—They had no right to be there. They never were there, and they never came there, and if they had I would have told them they were not wanted.

17. Did any member of Parliament ever attempt to bring any pressure to bear upon the Land Purchase Board during your term as Chairman?—No improper pressure. Members of Parliament would see me and say such-and-such a block of land would suit you admirably, and they would recommend it. In some cases I think of they would strongly advise the Board to buy, but I think it was all legitimate. There was nothing of what I would call undue interference, and nothing that was improper.

18. Did the Board ever purchase an estate in any portion of the country yielding to pressure from any member of Parliament as to value or as to the acquisition of the estate?—Not in the slightest. On the contrary—I am not going to mention cases—but I was strongly urged to buy a certain place, and was asked on one occasion to receive a deputation. But there was never any impropriety.

19. *Mr. Massey.*] You say the Land Purchase Board offered £1 15s. per acre at one time for Flaxbourne?—Yes.

20. About what date?—1897, but the offer was made in the next year.

21. That was for the whole block?—Yes, right from Kekerangu to Cape Campbell. There was a strip from Kekerangu to the Ure River, 9,600 acres, which was considered by our valuers only worth about £1 per acre. The balance of the block, about 56,000 acres, was more valuable.

22. I think you said the owners were willing to sell at a reasonable price?—Yes.

23. Do you know what was paid for it in 1905 by the award of the Court?—Yes, it was £3 15s. 6d. per acre on the award, but, adding £8,000 for disturbance and £2,000 for law expenses, it comes to about £3 19s. 6d. per acre.

24. Did you say £2,000 law expenses?—That is the award by Sir Robert Stout.

25. But in that £2,000 you do not include payments to valuers?—No, it would cost the State more than £4 per acre altogether. It would be a shilling or two more, but I do not know how much.

26. Have you had any experience of the Board changing its mind in regard to the value of a property?—Yes.

27. That is to say, sometimes you have come to the conclusion that a property was worth a good deal more than was offered in the first instance?—It is in this way: The Board always went on what I might call a very cautious policy. We did not offer too much, because the party who was selling generally named a price, and then negotiations went on for months. Gradually you give way a little and he gives way a little, and then you come to a conclusion. Well, the Board had then to again meet in such a case and make a fresh recommendation to the Government, and give their reasons for it. For instance, take Waikakahi, which was the largest and most valuable estate purchased by the Government. We were negotiating for two years over it. There was £2 between my offer and the seller's offer, and the estate consisted of 48,000 acres. Gradually they came down and we went up a little, and we got it eventually at £6 15s. per acre. They wanted £8 per acre.

28. Do you know of any occasion upon which Ministers, or a Minister, accompanied the Board in their inspection of a property?—I do not remember any such case. I may tell you that once or twice the member for the district went with us. Mr. McLachlan went with us to Highbank, or, rather, he was there when I arrived on the estate. I did not ask him to go there.

Right Hon. Sir J. G. Ward: I never have gone with the Board to inspect any estate; that is a dead certainty.

29. *Mr. Massey.*] You cannot think of a Minister accompanying you?—Never.

30. Were you Chairman of the Board when Nainai was purchased?—No.

31. Do you know anything about it?—No.

32. *Mr. Allen.*] Had you to do with the purchase of Flaxbourne?—I had to do with the negotiations to attempt to purchase it, but they did not succeed.

33. You had nothing to do with the Compensation Court cases?—Nothing at all.

34. Were you not Chairman of the Board then?—No; I ceased to have any connection with the Board on the 31st December, 1901.

35. Did you think Flaxbourne a suitable estate to purchase?—I did, at a suitable price.

36. You said in evidence that half of it is purely pastoral country?—More than half is, and always will be.

37. Do you know anything about an offer by Sir George Clifford to the Crown to sell the estate at £2 5s. or £2 10s. per acre?—Yes; I went over the file of papers after I got your intimation to come here, and I noticed that before my time, when the administration of this Act was under Percy Smith, the then Surveyor-General, Sir George Clifford made an offer to him in 1893 that he was willing to sell the estate, which he stated at 67,500 acres, for £138,000. That was the land-tax valuation, and that comes to about £2 1s. per acre. Percy Smith, in his memo. to John McKenzie, the Minister, said, "I advise the Government not to purchase." The two reasons he gave were very strong. The first one was that by the law then—the Act of 1892—any land that was purchased for settlement, when it was subdivided must be divided into areas not exceeding 320 acres. As more than half of Flaxbourne was pastoral country, it was impossible and absurd to think we could divide it in any such way. The other reason was that at that time the amount of money we could expend in one year was £50,000, and that put us out of Court altogether.

The Chairman: This is all irrelevant matter.

Mr. Reed: We must have it.

38. *Mr. Buchanan.*] Did I understand aright, Mr. McKerrow, that, although the land was offered at £1 15s., you would give more?—Yes. We could not give more without the consent of the Government. We should have to give good reasons why we increased the price.

ALEXANDER LORIMER WILSON sworn and further examined. (No. 49.)

1. *The Chairman.*] What is your business, Mr. Wilson ?—I am an auctioneer and a land and estate agent, carrying on business in Wellington.

2. *Right Hon. Sir J. G. Ward.*] I want to ask you whether you can tell the Committee regarding the time when you were at Flaxbourne. It has been contradicted by Mr. Griffin.

Mr. M. Myers : The witness has already given his evidence on this point. I called Mr. Wilson just before Mr. Griffin was called, for the purpose of examining him on this point. It was objected to, and I was not allowed to proceed. My learned friend Mr. Skerrett objected. I was therefore not allowed to ask Mr. Wilson, for the reason that Mr. Wilson had already been examined fully by myself and others on this point.

The Chairman : I want to hear what it is.

The Right Hon. Sir J. G. Ward : If Mr. Wilson does not give the answer which I only heard of yesterday, I propose to call Mr. McCallum, of Blenheim, and to bring him over from Blenheim.

Mr. M. Myers : If he is going to give evidence that he has got from Mr. McCallum or anybody else, then I object.

3. *Right Hon. Sir J. G. Ward.*] I ask him if he can inform the Committee how long he was at Flaxbourne in connection with the inspection or the report that he furnished to the Government in 1903 ?—I told the Committee that I left on Thursday or Friday, but it may have been Saturday. I am satisfied now that I left on Saturday. I got to Flaxbourne on Sunday, and remained there on Monday, Tuesday, Wednesday, Thursday, and Friday. On my return I arrived at Blenheim on Saturday, and saw Mr. McCallum on my arrival there. That I am quite certain about. Those are the days I was there. I arrived home at Wellington on Sunday morning—at daylight in the morning.

4. What reason have you for being certain about it ?—This reason : I remember perfectly well early on Sunday morning having a rest and going to business on Monday morning ; and I also, in looking through my valuation of the various blocks, remember pretty well where I had been during the course of the week, and that I could not possibly have done the work I did do in the time stated by Mr. Griffin. About that I am quite emphatic. I am quite certain of it from the documents in my possession that I was there the whole week, and that I left on Saturday and came back on Sunday.

5. You gave detailed reports upon each subdivision and block. You are quite sure you were there for the time you state, returning home on Sunday morning ?—Yes.

6. *Mr. Massey.*] Did they supply you with a horse on each day ?—Yes, except one day. On that day Mr. Griffin said he could not find a horse. I was very angry, because I had reason to believe that he would not find me a horse. I was every day on horseback except that day. On that day I stopped at home to do the buildings.

7. You say that you arrived on Sunday ?—Yes.

8. Did you do anything in the way of inspection on that day ?—We were out, and saw some of the paddocks.

9. What time did you arrive there ?—Just before lunch.

10. You left again on the Friday ?—No ; I arrived in Blenheim on the Saturday.

11. That would practically leave you four days ?—I was more than that. I must have had five days.

12. That would include the day you had no horse ?—I did something that day. I was busy that day. I valued the buildings and paddocks. I was all over as many paddocks as possible.

13. You could not do very much in the way of walking over 50,000 acres ?—It all depends how you go to work about it.

14. *Mr. Fraser.*] How did you get up to Flaxbourne from Blenheim ?—I was driven up by Mr. McCallum.

15. You drove there the whole way, and you got there in the forenoon ?—About lunch-time, as far as I remember.

16. Are you quite sure ?—We got lunch on arrival.

17. What is the distance from Blenheim to Flaxbourne ?—I do not remember now

18. *Mr. Reed.*] Do you remember how you got back again on the Saturday ?—I was driven back.

19. *Mr. Buchanan.*] Who did you get a horse from from day to day ?—I do not know whom I got a horse from. I got it from somebody. It was all ready. The groom brought it up.

20. If Mr. Griffin has stated he informed you you could only get the horse for one day, because that particular horse was hired, and had to be returned, and was returned to Blenheim, would that be correct ?—Well, I am afraid to trust myself to say what I think about that evidence. If I say it is not true, it is a harsh expression to use ; but what Mr. Griffin stated is absolutely incorrect. That I am quite clear about.

21. Then your answer to my question would be that the statement is incorrect ?—Yes, absolutely incorrect. I refer, of course, to the statement as reported in the newspapers and what has been told to me since. It is absolutely incorrect.

22. *Mr. M. Myers.*] You said the other day when you were giving evidence that you left here on the Thursday, you thought ?—I said, on Thursday or Friday.

23. Do you not now know you left Wellington by the "Penguin" on Saturday, the 21st November, arriving in Blenheim on Sunday night ?—That I believe to be the date. I may have got to Flaxbourne on Sunday.

24. You got to Flaxbourne on Sunday ?—Yes.

25. You left Wellington on Saturday afternoon ?—I was under the impression it was on Thursday or Friday.

26. Then you admit you were wrong in saying you left on Thursday or Friday ?—Yes ; it was a very slight mistake.

27. It was a mistake of a day and a half or two days ?—I told you afterwards, Mr. Myers, that it might have been Sunday when I got there.

28. I am concerned with when you left here. You made a mistake ?—I left a day later than I thought.

29. Then it was on Saturday you left ?—Yes.

30. You also told us you left Flaxbourne on the day of the races ?—No, I did not.

31. Did you not say that Mr. Griffin went to the races and that other people went to the races, and there was nobody there to go on with you, or something of the kind, and that you came back to the camp ?—No ; I said we came to the camp from up near the Holden Block—that there was nothing more to be done there, because Mr. Griffin wanted to go to the races.

32. Did you not say you left the day he went to the races ?—No.

Mr. M. Myers : Before I go further I should like that evidence turned up.

The Chairman : That evidence is at the Printing Office.

33. *Mr. M. Myers.*] I may be wrong. I am only speaking from memory, and it can be seen from the printed evidence whether my recollection is right or wrong. My recollection is that you said you left on the day Mr. Griffin went to the races ?—No ; we broke up camp and we left because Mr. Griffin wanted to go to the races.

34. According to the *Evening Post* of Friday, 27th November, the Blenheim races took place on the preceding day, 26th November. On page 7 of the *Evening Post* of the 27th November, under the heading of " Sporting," there are the results given of the Marlborough races held on the 26th November ? —Was there only one day's racing ?

35. There may have been two days' racing. I do not know. Do you remember whether you remained in Blenheim for a day or two on your return ?—No, I do not.

36. Do you remember when you were at Flaxbourne getting information from Mr. Greville ?—Yes.

37. Did you get any information from him with regard to any of the subdivisions ?—Oh, yes ! a good deal.

38. Any of the subdivisions you did not personally see ?—Yes, I got information from him, but I think I saw pretty well the lot. I think so.

39. Will you pledge your oath that you saw and inspected personally every subdivision on Flaxbourne ?—No, I am not going to say so with regard to every section. There were some of the smaller blocks I did not go over, but I could see them perfectly well without wandering over every foot of them.

40. Did you report upon every block or subdivision ?—Yes.

41. Then, from whom did you get information with regard to the subdivisions which you did not personally inspect ?—I got information from Mr. Greville about certain portions of land. I got a good deal of information from Mr. Edward Kenny, the Government Valuer, and I got information from Mr. McNaughton.

42. Is that the way to make a special and confidential report and valuation upon a large property —that is, as to some of the subdivisions—getting information from other people, and not seeing those subdivisions yourself ?—What I wanted from some of those witnesses — Mr. McNaughton and Mr. Greville particularly—was the amount of first-class, second-class, and third-class land, to see how it compared with my own notes.

43. On what day was it you inspected the buildings on the property ?—I could not tell you.

44. *Mr. Buchanan.*] I think you stated just now that you were riding about on Sunday ?—I was on horseback on Sunday.

45. If you did not arrive at Blenheim until Saturday night, would it be possible for you to be riding about Flaxbourne on the Sunday ? Do you think you have made a mistake ?—No ; it was a long summer day, and I wanted to push on. I had a horse and used it on Sunday. Of that I am quite certain. I wanted to get the lay of the blocks, and the lay of the home paddocks, and of the land generally, and so I went out and had a good look round, and some others went with me.

46. *The Chairman.*] Mr. Griffin in his evidence has said this : " Mr. McCallum brought a horse with him, which was led behind the buggy. Mr. Wilson did not, and I told him that he could only have a horse for the following day, as the horse I had was hired, and had to be returned next day. He said, ' Do not bother about the matter. I am just going to make a report. I do not want to see the country. I am doing this because my partner is acting as an assessor without payment.' So I did not take any trouble about Mr. Wilson. I believe he got some information from Mr. Greville, who was also on the Government side." Did you state as follows to Mr. Griffin : " Do not bother about the matter. I am just going to see the country. I am doing this because my partner is acting as assessor without payment." Is that correct ?—That is incorrect.

47. In what respect ?—In that I had never met Mr. Griffin in my life before, and it was most unlikely that I should make a confidant of a man I had never seen before.

48. When you were asked to make a confidential report, was anything to such an effect said or implied ?—No ; I was sent down on a special mission, which I kept to myself. Their great interest was to know what my mission was.

49. Will you swear on oath that you did not use these words : " I do not want to see the country. I am doing this because my partner is acting as assessor without payment " ?—Yes, I will swear that I never told him anything of the kind.

50. How do you account for him making the statement ?—I cannot account for it.

51. Do you say it is an invention ?—It must be.

52. What object would he have in inventing it ?—That I cannot tell you.

53. Another question was this : " Who was he asked to report for ? " Did you tell Mr. Griffin at any time that you were making a report for Mr. Seddon ?—No, I did not.

54. Did you say for whom you were making the report ?—No ; I had very little talk with Mr. Griffin. I had more talk with Mr. Greville, because he met me in a friendly spirit, and assisted me, and I leaned to him, but not to Mr. Griffin.

55. How long were you occupied in looking over the buildings ?—I was a forenoon. I think I finished and had my lunch in the shearing-shed.

56. *Mr. M. Myers.*] Was it the fact, as Mr. Griffin has stated, that you told him that Mr. Macdonald, your partner, was acting as assessor without fee ?—I do not know that he could have received any fee for it. Mr. Macdonald never received anything for acting as assessor.

57. *The Chairman.*] Mr. Griffin further says, " We asked him to value the buildings because none of us were game to go to the place, and, as Mr. Wilson had nothing to do, and had no desire to do anything, he did it." Is that correct ?—I had to make a valuation of the buildings and the estate, and I had to value the buildings some time. I went and valued them. I understand that there was a desire on the part of many of the valuers to shirk Mrs. Walter Clifford ; but I went.

58. Is it true that you had no desire to do anything ?—It is not true. I desired to do everything I could, and to earn the money I was paid. That is always my desire.

59. *Right Hon. Sir J. G. Ward.*] Have you anything to confirm the time you were on Flaxbourne ? —In what way ?

60. Have you any communication from Mr. McCallum ?—Yes, I have.

Mr. M. Myers : I object to that question, as it is hearsay evidence.

Right Hon. Sir J. G. Ward : You produced telegrams, Mr. Myers, in the other cases.

61. *The Chairman.*] The question is, Mr. Wilson, if you got a telegram confirming what you have said ?—Yes, confirming my statement that I visited Flaxbourne.

The Chairman : That is not evidence.

JOHN GEORGE FINDLAY sworn and examined. (No. 50.)

1. *The Chairman.*] You are a barrister and solicitor, residing in Wellington ?—Yes.

2. *Right Hon. Sir J. G. Ward.*] You have been asked to attend this Committee, Dr. Findlay, in order to give evidence in connection with matters connected with the purchase of the Flaxbourne Estate. You acted as counsel for the Government of the day in connection with the acquirement of that estate. Would you be kind enough to tell the Committee what you can recall respecting the purchase of that estate. Perhaps you would like to make a statement ?—That is a very long story, and will take a great number of hours, if I make a full statement and tell the whole story of the Flaxbourne case. If I could be limited to the particular questions you would like to ask me it might save time. I should like to know what the question is.

3. *The Chairman.*] Perhaps it would be better if I were to read the charge to you. It is as follows : " That, in or about the year 1904, the Government, having taken steps to acquire compulsorily the property known as the Flaxbourne Estate, and appointed a member of the Legislature—to wit, Thomas Kennedy Macdonald, a member of the Legislative Council—as their assessor, and knowing or believing that by reason of his being a member of the Legislature the said Thomas Kennedy Macdonald could not be paid any remuneration for so acting as assessor, sent the then partner of the said Thomas Kennedy Macdonald, one Alexander Lorimer Wilson, to make a casual inspection of the said property, and paid him an exceptional and wholly extravagant fee therefor, with the intent or object of indirectly remunerating the said Thomas Kennedy Macdonald or his partner or firm for the services of the said Thomas Kennedy Macdonald as such assessor as aforesaid." Have you any remark to make in reply to that charge ?—Is that a charge against the counsel in control of the case, or against the Government of the day ?

4. What we are investigating is the charge, so far as it concerns the Government. With regard to Thomas Kennedy Macdonald, any charge that may be against him in this case we do not intend to investigate or to express an opinion on. That is a matter for the Legislative Council. What we are dealing with now is the charge against the Government.

5. *Right Hon. Sir J. G. Ward.*] What Government ? I think we have a right to know what Government is referred to ?—The only Minister to whom this could possibly refer is the late Mr. Seddon, and I should be very glad to state as shortly as I can what I know of this matter. I think I should first make the observation that it is seven years since the events to which I propose to refer took place. Some are over seven years old, and my recollection is naturally vague and to some extent uncertain. So far as I have records I have had these consulted, but they throw practically no light on the question you are here to investigate. I was asked to act as counsel in the Flaxbourne case some time after the preliminary proceedings had been taken, and not very long before the hearing in December, 1903. Sir John McKenzie, who had the conduct of the Hautuma case, adopted the plan of himself largely controlling the preparation of the Crown case. I will say more fully in a moment what I mean by that. Mr. Seddon followed that practice, and in Mount Vernon, Forest Gate, Milburn, and in all the large cases which preceded Flaxbourne, and with which I was associated, Mr. Seddon took a very active part in the preparation of the cases for the Crown. And I think I am entitled to say here, Mr. Chairman, that I never had a client who was so anxious and so troublesome as the late Prime Minister. His solicitude and his worry in connection with these cases gave me oftentimes the utmost irritation. He treated these proceedings as if every penny that was to be paid under an award came out of his own pocket, but, although he was a most difficult man to conduct a great case for, every one always felt, as I did, that all his solicitation and worry sprang from a genuine public spirit. I want to make it clear at this stage that in all these cases, and particularly in Flaxbourne, the only interest and solicitude the Prime Minister had was to save the pockets of the people of New Zealand. The second reason why I was not instructed earlier was that Mr. Seddon tried to save lawyers' fees as far as he possibly could, and in nearly all these cases he delayed his officer—I make this inference and I know it is a sound one —placing the matter in the hands of the Crown Solicitor avowedly (for he told me so himself) to save the

country the expense of law-costs. I never appreciated the force of that policy, but I dare say that was my fault. The second reason why he, in common with his predecessor, Sir John McKenzie, kept a large share of the preparation of the case in his own hands was a reason that was forced on the Minister by necessity. And that reason was this: that no man except the Minister could in the majority of cases get really well-qualified witnesses to act for the Crown. This Flaxbourne case is but an illustration of what happened in every big fight we had to resume compulsorily the large estates from the large owners of New Zaland. We had it bitterly at Hautuma, we had it equally bitterly at Mount Vernon, and in each subsequent case. This was not—I believe I am entitled to impress this on the Committee—unnatural, for the reason that in each of these cases the State was coming in to compulsorily take from a man land that belonged to him; in nearly all the cases it was his home, and in the majority of cases he was resident in the district; and those in the same district, sheep-farmers with large estates, who were well qualified to help us in giving evidence, naturally would not commit themselves to the unneighbourly office of giving evidence against the interests of these men. A further reason was—and it would be idle to deny it—I found it frequently in my experience—that each of these large landowners recognized that what was happening to one man to-day might happen to himself and the other man to-morrow; that every large estate was exposed to the risk of being taken under this Act; and that common risk, along with the fact that every section of the community constitutes a class determined largely in proportion to its wealth, created a feeling of disloyalty on the part of any large owner who came forward to help the Crown in giving evidence in these cases. In the case preceding Flaxbourne one considerable owner, who had joined in a petition to the Government to resume an estate compulsorily, refused, when the estate was before the Court, to give evidence on behalf of the Government on the ground that it would make his life unbearable if he committed himself to so unneighbourly an office. I am leading up to why fees of considerable size have to be paid to Crown witnesses. Mr. Seddon had, to my knowledge, oftentimes, when he had to get witnesses to defend the country's interests, to make personal appeals to men in position in New Zealand to come forward and give evidence so that a fair award might be secured; and it was the reluctance on the part of those to give evidence, particularly large landowners—this feeling of class dislike — which forced Mr. Seddon to retain in his own hands a large part of the preparation of these cases. I could give illustrations, if I had my letter-book here, where Mr. Seddon went to the utmost trouble to get men to come forward to protect the people of New Zealand against the extravagant demands which were nearly always made. Take this Flaxbourne case. When I was first instructed, a list of witnesses was handed to me. The list was a long one, and I was told that each name on that list had been communicated with. They were nearly all Marlborough people. I found that out of that list every one refused save one, and he was a local hotelkeeper who was to give evidence regarding certain facts connected with the estate. So that not more than two months, or three at the most, before this great fight began—and it was the greatest fight New Zealand ever had under the Land for Settlements Act—within a very short time, comparatively, before this fight began, Mr. Seddon found himself confronted by the fact that he could not get witnesses. He had to face a claim for £410,000. He found that those men whose names were submitted to me by the Department—nearly all Marlborough men—would not give evidence against the Cliffords, who owned the estate, and who were popular people of long residence in the district—against people from whom they wanted the State to take the estate, but against whom they would not come forward and help the Government by giving reasonable evidence. In that situation, Mr. Seddon had to help to find witnesses, and, if you look at the list that were called, you will see that witnesses had to be procured from nearly every part of New Zealand. Witnesses came from as far south as Hampden and from as far north as Gisborne, and from Wanganui, Eketahuna, Christchurch, and from the whole country over, but very few indeed from Marlborough. That explains why these witnesses had to be brought these long distances, and it explains the anxiety Mr. Seddon always felt in connection with these cases. Now I come to the case which is referred to in this charge—the amount of Mr. Wilson's costs. Mr. Wilson had been assessor in large compensation cases frequently before in New Zealand—not Crown cases, not cases under the Land for Settlements Act. He has been assessor where local bodies have been fighting claims. He has been a witness in large compensation cases, I am right in saying, oftener than any man I know. He had prepared cases for me, not Crown cases, but cases in which I was counsel either for private persons or defending local bodies. He has prepared cases for me, briefing evidence, and showing a general knowledge of compensation cases which I think was equalled by very few men who have had this class of work to do. He was a reliable man, I always found, and he was just the man who, in my belief, would serve us well as a witness in the Flaxbourne case. He had, I understood, been a farmer himself, and he was familiar with the particular kind of country which chiefly marked Flaxbourne—that is, I am told, tussock country. He had been available as an assessor for many years. Beyond all, he had the confidence of the late Prime Minister. I do not remember retaining Mr. Wilson at all. My impression is that he was retained by Mr. Seddon. I am not speaking with confidence on this point. As I said before, seven years have elapsed, and I am not going to set up my memory as infallible. I have no record of retaining him. There is a record of having seen him about evidence, but there is no record that I retained him, and there is, further, no record that I fixed his fee. But I can say that I saw Mr. Seddon. It was probably a couple of months before the trial in December, 1903. I recollect perfectly well that Mr. Seddon annoyed me greatly at that interview by declaring that he was uneasy about some of the witnesses the Crown were calling—uneasy as to what their valuations would be.

Mr. Massey: Is this relevant?

Right Hon. Sir J. G. Ward: It is a statement of the case.

Mr. Massey: I understood that Dr. Findlay was to give evidence on certain points, not to make a general statement of the whole history of Flaxbourne.

Right Hon. Sir J. G. Ward: Well, the whole thing is a charge against the Seddon Government and the late Mr. Seddon, and I think the statement is justified.

Mr. Massey: I do not admit that. It is not a charge against the administration of the late Mr. Seddon unless you say the Government that was in office at that date. It was certainly not against Mr. Seddon.

The Chairman: What Government was in office at the time?

Witness: Undoubtedly the Seddon Government. I hope the Committee will understand that I was asked to make a statement. I am trying to keep it relevant. I never saw any other Minister than Mr. Seddon about the matter, so far as I can recollect.

Mr. Massey: My point is that a lot of the evidence which Dr. Findlay has given is not relevant to the question. I am not at all certain whether he is here as counsel for the Crown or as a witness.

The Chairman: I have allowed a good deal of the doctor's statement because of the fact that the charge, I take it, is against the Government of which the late Mr. Seddon was the head.

Mr. Massey: It is against the Government that was in office at the time of the taking of Flaxbourne.

The Chairman: The late Mr. Seddon was a member of that Ministry.

Mr. Massey: So was Sir Joseph Ward.

Right Hon. Sir J. G. Ward: But Mr. Seddon is not here to defend himself. We are.

The Chairman: I think we should give an opportunity to clear the then Prime Minister, the late Mr. Seddon's name, if possible, of having done anything improper or not warranted in connection with the estate.

Mr. A. M. Myers: I have listened to a great deal of irrelevant evidence. I do not know of anything so relevant to the charge as this. Dr. Findlay has told us that he was acting as counsel for the Crown. He has now led up to the exact point on which we want direct evidence.

Mr. Massey: What we want is evidence regarding the payment of Mr. Wilson as valuer—whether he earned the £165 he received. I do not think the witness should travel all round the case.

6. *The Chairman* (to witness).] Can you give us some information regarding the appointment of Mr. Wilson?—I was mentioning Mr. Wilson's name for the purpose of supplying, as far as I know it, the information Mr. Massey has asked for. I had reached the stage at which Mr. Seddon discussed with me the question of Mr. Wilson going over to Marlborough and inspecting the estate. I was telling the Committee that Mr. Seddon was uneasy regarding the valuations, and I may add that he said he thought Mr. Wilson should go to Flaxbourne and make a complete investigation and valuation, and should report. Further—I think my memory is correct—he wanted Mr. Wilson to meet a number of witnesses there, and discuss with them their valuations, and, as far as he could, advise us whether they were witnesses whom it would be prudent to call. That I recollect, because Mr. Seddon expressed his dissatisfaction with some of the witnesses whom I had described as reliable men, and I felt at that moment that he was showing a lack of confidence in me. It was that which impressed the matter on my mind. Mr. Wilson went over to Marlborough. Before leaving he obtained from my office a great amount of data—plans which had been prepared in connection with the estate, valuations, and all other information that I had available. At that time one of the main contests between Sir George Clifford and the Crown was the contest not about the valuations, but as to the classification. I do not know whether the members of the Committee are familiar with the procedure. It is cumbersome and intricate. The first duty of the Court is unlike that of the Courts under the Public Works Act, where you take land outright. When you proceed under the Land for Settlements Act no land is taken until after the Court declares that the Crown can take it. One of the first things to be done is to supply the classification into first-class, second-class, and third-class land. The main dispute between the parties at this time was as regards classification. Mr. Wilson's report, as far as I recollect, ran to thirty or forty pages, and its main use was to assist counsel in connection with the contest then impending with regard to classification—it was for their guidance in the case. Mr. Wilson saw me a number of times before he left for Marlborough. How long he was away I do not pretend to know. My impression is that he came back in ten or twelve days, and saw me again in, probably, four or five days, and then he saw me finally and produced his report. It runs in my mind, though I cannot pledge myself to it, that he declared that he had been fifteen or sixteen days both in Wellington and Marlborough, and then again in Wellington, in connection with the report. The report was furnished to Mr. Seddon, and he appeared to be satisfied with it. He made it the basis of a discussion with me as to sending for witnesses. That deals, as far as I know, with Mr. Wilson being retained. At the present time I have no recollection of his being retained, but I think it was done by Mr. Seddon. I think he was away from Wellington some ten days—that he told me that in all he had put in about fifteen or sixteen days on the inspection and report; and the report was handed to Mr. Seddon for his guidance. That, I think, is all I can say with regard to his retainer. As regards the fee, again I have no recollection of having fixed any fee for Mr. Wilson. I have no doubt it would be ten guineas a day as assessor. I know that in some cases, where he was acting for a day or two, he received ten guineas a day, and it seemed to me—at any rate, it seems to me now—that what you have to consider in looking at the fee that was paid to him was, first of all, the work he left behind him in Wellington, and what that was worth to him, as well as the work he had to do when he went to Flaxbourne. It is obvious that a lawyer in good practice would not care to leave Wellington under fifteen guineas a day, although the case he might be asked to take might be scarcely worth that.

Mr. Massey: Is this relevant, Mr. Chairman? If we are going on like this we shall go on for another fortnight.

7. *The Chairman.*] Is this your signature, Dr. Findlay?—Yes. "I hereby certify that to the best of my knowledge and belief the foregoing account is correct in every particular, and the charge fair and reasonable."

8. *Right Hon. Sir J. G. Ward.*] By whom is that approved?—By Mr. Seddon.

9. *The Chairman.*] Was any agreement made by you as to the fee paid to Mr. Wilson?—I have no recollection of any agreement with myself. I think it was made with Mr. Seddon.

10. There is a letter on the file, Dr. Findlay, of date 6th March, 1904, from Findlay, Dalziell, on the valuation fee paid to Mr. Wilson ?—I do not think so, Mr. Chairman.

Mr. M. Myers: I think you are referring to a lettter with regard to the payment of assessor.

Witness: I do not think there was any letter. I asked my clerk, and he said there was not.

11. *The Chairman.*] Have you had any conversation with Mr. Griffin ?—I have seen Mr. Griffin repeatedly.

12. In reference to—— ?—I have seen what he says. I suppose you refer to the fact that he said I stated that I was not going to call Mr. Wilson. I think I can be quite clear about that. I wish to give Mr. Griffin credit for being a perfectly honest witness, but I think he is making a mistake, and I think so for this reason: I had nothing to do with the actual calling of witnesses in the Flaxbourne case. I acted for the Crown in December, 1903, and I gave up my brief some months before the time at which the witnesses were called. I have no doubt he is probably referring to the present Judge Sim, who at that time had the leading brief. I do not recollect at any time discussing Mr. Wilson with Mr. Griffin, or saying who would or would not be called. Such an observation was only likely to have been made when it was arranged what witnesses were actually to be called by the Crown. Mr. Wilson's reason for going to Marlborough was really largely to make a valuation.

13. There is a statement on file *re* the Flaxbourne Estate. It is as follows: "Memo.—To special inspection and valuation of the Flaxbourne Estate and preparing a confidential report for counsel for the Crown in the compensation case Clifford *v.* The King, in regard to the taking of the land for subdivision and settlement under the Land Purchase Acts, as per agreement—£165.—(Signed), J. G. FINDLAY.—December, 1903."

14. And the agreement he referred to ?—The agreement, I have no doubt, was made between Mr. Seddon and Mr. Wilson. He made an agreement, I think, with regard to one or two of the more important witnesses. It is quite clear that I never fixed that fee. I am perfectly certain about it, because if I was answerable for it I should have made a memo. about it.

15. Having regard to the work done, does that fee appear reasonable ?—I think the work done was not paid for excessively; that it was not beyond the amount earned. If it is compared with the amount paid to Mr. Wachsmann, who made a report, I do not think the fee excessive. However, I am not committing myself to the fee. The fee was not fixed by me, but evidently was fixed by agreement with Mr. Seddon. I should say, looking at the fact that at any rate one other witness was paid as much, the fee is not excessive.

16. *Mr. Allen.*] He was not a witness ?—He acted in the same way as Mr. Wachsmann.

17. Mr. Wilson was not called as a witness ?—That he was not called as a witness would not be his fault.

18. *The Chairman.*] The charge is, "That, in or about the year 1904, the Government, having taken steps to acquire compulsorily the property known as the Flaxbourne Estate, and appointed a member of the Legislature—to wit, Thomas Kennedy Macdonald, a member of the Legislative Council—as their assessor, and knowing or believing that by reason of his being a member of the Legislature the said Thomas Kennedy Macdonald could not be paid any remuneration for so acting as assessor, sent the then partner of the said Thomas Kennedy Macdonald, one Alexander Lorimer Wilson, to make a casual inspection of the said property, and paid him an exceptional and wholly extravagant fee therefor, with the intent or object of indirectly remunerating the said Thomas Kennedy Macdonald or his partner or firm for the services of the said Thomas Kennedy Macdonald as such assessor as aforesaid?"—That is a charge against some one. It cannot be a charge against me. At least, I presume not. If it is a charge against any one man, it is a charge against the late Mr. Seddon.

Mr. Massey.] Is that a question or a statement ?

Witness: I am answering the question of the Chairman.

19. *The Chairman.*] It is a charge laid against the Government. Now, so far as your knowledge goes, are these statements correct ?—So far as my knowledge goes, by no statement or hint did Mr. Seddon ever suggest that Mr. Wilson was getting a fee which really was meant for Mr. Macdonald. On the contrary, Mr. Macdonald from a very early stage in the case has constantly maintained, and has repeatedly told me so, that Mr. Seddon, recognizing that he could not be paid, had said that the country ought to compensate Mr. Macdonald for his services somehow, and that Parliament must do it by some sum being placed on the supplementary estimates. Mr. Macdonald has asserted that all along.

20. You were not a member of the Ministry at the time you were acting as counsel ?—No; and not for a long time afterwards. My connection with the case was in 1903, and I became a member of the Government in 1906—three years afterwards.

21. Has Mr. Macdonald been paid any money for these services ?—I know of no payment of any kind for his services.

22. Has he claimed ?—Of course. He has claimed upon me as Attorney-General several times. His demand is that there ought to be placed on the estimates a sum equal to that paid to Mr. Clifford's assessor.

23. How does he make that out ?—I do not know. He says he ought to be paid, as Mr. Clifford's assessor was paid, upon the basis of days. Mr. Crosse got £300. There is no doubt he is talking about the first trial—the first and second stages of that trial. Mr. Macdonald was a good many days longer in Marlborough than Mr. Crosse. You remember there were three stages. The first was in December, 1903. The Court then sat for some days to settle the question of classification. Then it adjourned for twelve months. At both these stages Mr. Macdonald was the assessor for the Crown. If you take the whole of these stages together, Mr. Macdonald was engaged probably longer than Mr. Crosse.

24. *Mr. Massey.*] I think Mr. Crosse acted as valuer as well ?—I cannot tell you.

25. *Right Hon. Sir J. G. Ward:* Do you think, from your knowledge of the late Mr. Seddon, that he was the sort of man who would authorize a payment of £165 to Mr. Wilson that was intended to be a payment to Mr. Macdonald ?——

Mr. M. Myers: That is not in accordance with the allegation made by Mr. Hine.

Witness: The question is this: that Mr. Seddon made a payment to one man which was really intended for another. All I can say is that I entirely decline to believe it. I saw Mr. Seddon repeatedly about Mr. Wilson.

26. *Right Hon. Sir J. G. Ward.*] You say that Mr. Macdonald has applied to you as Attorney-General for payment of his work as assessor in connection with the Flaxbourne case ?—Yes, more than once—in fact, in this respect he has become rather a nuisance.

27. Do you remember that he has applied to me, and that his application was referred by me to Cabinet ?—Yes, and I remember that you said that unless he produced something written by Mr. Seddon you would decline to entertain the application.

28. And if it is suggested as a charge against the late Mr. Seddon that he authorized a payment to Mr. Wilson of £165, and it is implied that part of that money was to be paid to Mr. Macdonald, and that he (Mr. Macdona'd) has applied for the payment of money after Mr. Seddon's death, what do you say to that ?—The late Mr. Seddon died in 1906. The last hearing of Flaxbourne was not until April, 1905. So that Mr. Seddon had not very long to carry out any promise that he may have made. At any rate, Mr. Macdonald has always maintained to me—and he did so before the late Mr. Seddon died—that he was entitled to this payment. If he was there for over thirty days, and paid his own expenses—as I understand he did—and Wilson and Macdonald only received £165 for both their services, it was a very poorly paid piece of work for those two men—I should say the poorest they ever had in their lives.

29. Did Mr. Macdonald make a request to you that the amount he claimed should be provided for on the estimates in the usual way ?—He recognized that he could not receive it in any other way. I suppose it is not unusual to put a sum on the estimates for a member of Parliament for unusual services.

30. Is it not a fact that in the case of estates compulsorily acquired the Government have had to fight the large landowners of this country ?—Yes, that is so. It was so in the time of the late Sir John McKenzie. Take the Hatuma Estate, for instance.

31. In those cases there was undeniably a great difficulty in getting witnesses for the Crown ?—Yes; frequently that was so.

32. Do you know what was the amount claimed by the owners—in the case of estates taken compulsorily—the amount claimed in excess of the amount awarded by the Arbitration Courts ?—In thirteen estates the amount claimed was over half a million more than the amount that the Courts awarded.

33. So that during the administration of the late Mr. Seddon and the late Sir John McKenzie—who had to do all the battling in these cases—as a result of their action and the evidence they were able to produce, they were able to save the country over half a million sterling—that is, over the amounts claimed by the owners ?—I cannot tell how much, but I think I am entitled to say that a greater saving was due to the industry of your predecessor than to the ability of counsel.

Right Hon. Sir J. G. Ward: I shall produce evidence to show that the difference was £570,000, or thereabouts, between the claims of the owners and the payment by the Government. And the thanks that one of them—the late Mr. Seddon—gets is an inquiry in connection with his actions.

Mr. Massey: No.

Right Hon. Sir J. G. Ward: It is absolutely true. This charge is against the late Mr. Seddon, and against his administration. The charge is that in connection with a particular estate he authorized a payment—that it was done under his own signature—of a sum to Mr. Wilson——

The Chairman: This is not the time for comment. I must ask you to confine yourself to questions.

34. *The Chairman* (to witness).] Did you ever know the late Mr. Seddon to do anything in connection with the Flaxbourne Estate or any other estate to which exception could be taken or which you considered improper ?—No, I never knew a man who knew him who could honestly say that he did anything improper in connection with these purchases.

Right Hon. Sir J. G. Ward: Nor I.

35. *Mr. Massey.*] I think you said that the charge is against the late Mr. Seddon ?—Yes; that is the inference from the charge.

36. There is the usual certificate on the voucher, certifying that the charge is fair and reasonable, &c. You signed that ?—Yes.

37. Do you not think that makes it a charge against you rather than against the late Mr. Seddon ?—No.

38. You certified that the voucher was correct ?—I was informed of the agreement, and I certified to the account accordingly. The point is this: Is there a charge of fraud on the law, or is there not ?

Mr. Reed: The charge is clearly set forth in the series of charges before the Committee. In this case it is alleged that the Government did certain things. Dr. Findlay has stated that he was not a member of that Government. The question has been raised whether the question is not irrelevant, because Dr. Findlay was not a member of that Government.

39. *Mr. Massey.*] I thank Mr. Reed for calling my attention to the position; but what I wanted to ask Dr. Findlay is whether he was in charge of the case ?—I was leading counsel for the Crown. Mr. Seddon never gave up control of the case. If you mean to imply it was out of Mr. Seddon's hands, you are wrong.

40. As leading counsel for the Crown you were acting for the Government ?—Yes.

41. And as leading counsel for the Crown you signed this voucher ?—Yes.

42. And certified that it was correct, and in accordance with the agreement ?—Yes.

43. Did you make the agreement ?—Not so far as my memory goes.

44. Had you anything to do with retaining Mr. Wilson ?—I think not ; I think he came to me.

45. Are you in possession of Mr. Wilson's report ?—It is either in my office, or in the office of Mondy, Sim, and Stevens, in Dunedin, Mr. Sim having been leading counsel for the Crown after me. If the Committee wish to force production of a confidential communication, I waive my objection.

46. I think the Committee would like to see it ?—It is a long confidential report, and I believe it refers to a number of witnesses ; it is for the Committee to say.

47. Was Mr. Wilson called as a witness ?—I do not know, because I was not there ; but I believe not.

48. You said Mr. Wilson gave you the impression he was away from Wellington for a fortnight ?—For ten days.

49. Do you know that in his own evidence he stated he went away on Saturday morning and returned on the following Saturday ?—I do not know what he said. I am giving you my impression, which is that he said he was engaged fifteen and a half or sixteen days. But I do not see, as an agreement was made and no per-diem terms fixed, that that was a very essential question.

50. There was something said about the difficulty in obtaining witnesses ?—Yes.

51. How many valuers were employed for the Crown on Flaxbourne ?—I could not say ; but I should not be surprised if there were between thirty and forty.

52. That does not look as if there was much difficulty ?—On the other hand, look at the expense it cost. And how many had Mr. Skerrett, who opposed me in the case ? The large landowner has only to hold up his hand to get a flock of witnesses, as you know very well.

53. Had you anything to do with the appointment of valuers ?—I think I had.

54. Did you appoint Mr. Tattle ?—No.

55. Was he a clerk in your office ?—Yes, for some time ; and I was very sorry to lose him owing to ill health. He took up farming.

56. Where ?—I think at Palmerston.

57. What is he doing now ?—I think he is farming still.

58. Are you sure he is not in Wellington ?—He was here last week ; he saw me, and complained bitterly of the gross attack on him by Mr. Griffin.

59. I do not know that there was any attack ?—Well, that is his view.

60. Do you know that according to his voucher he was employed for 200-odd days, and received £631 ?—Yes ; and I do not believe any one connected with the case earned his money so well.

61. What was he doing ?—He showed witnesses over the ground, and supplied them with information as to figures, &c. ; he was demonstrator for the Crown by appointment of the Judge ; and when Mr. Sim came into the case he must have had a week or two with Mr. Tattle, going into details. I can assure you he earned his money better than any one connected with the case.

62. He was a lawyer's clerk ?—Yes. He had a large experience ; he came to my office as an experienced man. He used to be in Thomson and Baldwin's office for some years before he came to me.

63. I want to know whether the State got value for the £630 ?—I am sure it did. And if Mr. Skerrett was in the box he would tell you the same thing.

64. It is your opinion that the State got value for the £630 Mr. Tattle earned while acting as valuer at Flaxbourne ?—Yes, I do. He did a great deal of work, and the records will show it. He had been in previous cases, and knew the kind of evidence required, and the difficulties of the case ; and if I am to be credited with giving him a just character, he did earn his money, and did his best for the Government.

65. How long had he been in your office ?—Several years.

66. What was the date of his leaving ?—I could not say. I gave him a holiday, and he went to Australia, and came back and tried again ; but his health was still bad, and he had to leave.

67. Was it long before the Flaxbourne case ?—Yes, some years.

68. *Mr. Allen.*] I understand you to say Mr. Wilson was to make a careful investigation and examination ?—Yes ; that was his duty.

69. From your knowledge of Flaxbourne, how long would it take to go over the estate to enable him to make a careful investigation and valuation ?—To give you the very best answer I can—some could do it in a week, some not in an eternity. Mr. Pharazyn, a sheep-farmer, when a witness against me in one of the biggest estates in Hawke's Bay, spent twenty-four hours on the estate, and declared it was all the time he needed ; and I believe his qualifications are undoubted.

70. Do you think a man could get over the Flaxbourne Estate in a week, and value and see every paddock ?—I think so, if he were an active man.

71. If he were not there a week, could he make a satisfactory valuation ?—You are asking me a question I cannot help you much with. He would require to be fairly active to do it in a week ; whether it could be done in less, I cannot tell you.

72. If another competent valuer says eleven days is the shortest time it could be done in, would you dispute that ?—I have very great respect for Mr. Griffin ; he was a very good witness in many cases ; but he sometimes takes the most wrongheaded ideas of any man I ever met.

73. Was he wrongheaded about Flaxbourne ?—I think several witnesses did it in seven days ; one of the Judges, Judge Cooper, went over it, and made a very careful inspection of it.

74. I do not suppose he went to value it or carefully investigate it ?—Judge Cooper is a man of unremitting industry.

75. Did you see this agreement referred to between some one and Mr. Wilson ?—No ; I do not suppose there was anything reduced to writing. I never saw one. I suppose I was told by Mr. Seddon what arrangement he had made. It is seven years ago, and I do not remember the details.

76. You are sure you were told about the arrangement ?—I am sure I did not fix the £165 or any other sum of money ; I must have been told by Mr. Seddon.

77. You are sure you were told about the agreement ?—If you ask me whether I recollect the whole circumstances, I do not. I suppose you may infer that you had your meals this time ten years ago, though you cannot remember any meal.

78. You gave up your brief ?—Yes.

79. When ?—Some time in 1904.

80. Why did you not go on with the case ?—Do you really want to know ?

81. Only because you said it was the greatest fight over an estate New Zealand ever had ? — I resigned my brief because I wanted to protect the name and honour of a man for whom I had a profound respect.

82. *Mr. A. M. Myers.*] Having read the report of Mr. Wilson, and knowing the work he performed, do you consider that the amount he received—£165—was a reasonable remuneration for his services ?—Assuming as I do that he was occupied in all fifteen or sixteen days, I think the fee is not excessive.

83. Do you know of your own knowledge he was occupied all that time ?—I know he was away from Wellington a number of days, and then he was engaged some days here in compiling his very long report.

84. When Mr. Seddon mentioned to you the amount, no impression was left on your mind that it was unreasonable ?—No. Mr. Seddon was not the man to give away public money. I remember there was some dispute about Mr. Wachsmann's account, which I think runs out to a higher fee than Mr. Wilson's.

Mr. M. Myers : No.

Witness : At any rate you will find that Mr. Seddon was trying to get it reduced. He was not the man to give public money away lightly.

85. *Mr. A. M. Myers.*] The impression left on your mind after seeing Mr. Wilson's report is that it was a valuable one ?—It was valuable, and the fee was honestly obtained, and was not obtained in any surreptitious way.

86. *Mr. Reed.*] You had this in evidence, that you would not have sent a certificate if you had not been sure the work was done ?—Just so.

87. *Mr. Buchanan.*] What was Mr. Griffin's position at Flaxbourne ?—Mr. Griffin was a valuer for the Crown.

88. Was he in charge of the camp generally ?—I do not know what you mean. Mr. Griffin was a forceful man, who had acted in many of these cases. He had no appointment as being in charge.

89. Would his evidence be correct if he stated he was there in charge of the camp, and generally looking after the witnesses ?—I should like you to tell me what he meant by being in charge of the camp.

90. Is it correct that you stated a little while ago that he was a reliable man, and would give reliable evidence ?—I always had a great respect for Mr. Griffin's view of the value of land, and I believe, further, although he is a man of great impetuosity and bitterness, he is a perfectly honest man.

91. Would you believe that Mr. Griffin gave correct evidence if he said that Mr. Tattle was practically employed in assisting to look after the horses ?

The Chairman : He did not say that.

Mr. Buchanan : Well, occasionally he helped to look after them.

The Chairman : You are not quoting him correctly.

Mr. Buchanan : That is my recollection.

Witness : He could not have said anything so silly.

92. *Mr. Skerrett.*] Would the certifying officers be justified in certifying that the money was due under an agreement if this agreement was not made personally by him in the ordinary course of the departmental routine ?—Yes, it is done frequently.

93. *Mr. M. Myers.*] Mr. Wilson has said he did not receive his instructions from Mr. Seddon, but from you. Your best recollection is that Mr. Wilson is mistaken when he says that ?—Quite so.

94. He also says on oath that you fixed his fee. Now, as to that also you think he is mistaken ?—Certainly.

95. What you say is, he was retained by Mr. Seddon, and that Mr. Seddon would fix the fee ?—Just so.

96. Would not his report then go direct to Mr. Seddon ?—No, because he was instructed to forward his report to the counsel, and he saw me frequently before his report reached me.

97. And you would send his report to the Minister ?—I take it so.

98. So Mr. Wilson would be right if he said he was making the report for Mr. Seddon ?—I suppose in one sense he was.

99. I should like you to say if you can when you took over the Flaxbourne business. Would not your memoranda show ?—Mr. Ritchie has the whole file. I have not personally looked over it. My impression is that I took it over some time in 1903.

100. I should like to know when it was ?—My impression is that it was about April, 1903. It may have been May.

101. That would be about eight months ?—You will find there was a lot of work done before that.

102. Before when ?—Before I was instructed. But the preliminary work in connection with the surveying process had taken place before that. I dare say you are familiar with the fact that the Government does not let work go to its solicitor until the last possible moment.

Mr. M. Myers : Well, I am not giving evidence, Dr. Findlay.

Witness (referring to a paper handed him by Mr. J. D. Ritchie) : " Attending and receiving instructions "—that seems to be the first—" June 2, 1903."

103. Are you able to say when the reports of any of the valuers were for the first time brought under your notice ?—It will all depend whether it is here or not.

104. I am asking you to look ?—Any particular valuer ?

105. No, any valuer ?—I see, on the 19th August, "Engaged with Greville, Griffin, Slater, and Lyons; receiving plan from Survey Office."

106. That is what I wanted to come to. Then, prior to August, is it correct to say that a number of valuations had been obtained ?—I have no doubt.

107. And had not Mr. Griffin been over the property with a number of valuers for the purpose of obtaining their reports ?—I think he had, but I cannot say at what time.

108. He is a competent land-valuer ?—I think he is.

109. And an enthusiastic one ?—He is a strenuous one.

110. He takes a great interest, may I say, in his work ?—He used to, at any rate.

111. Are you able to say how many valuations the Government had obtained up to, say, the end of November, 1903 ?—I could not tell you.

112. Would you be surprised to know that probably twenty valuations or more had been obtained up to that time ?—No. I would not commit myself to that figure, but I should not be surprised if there were twenty.

113. When was it that Mr. Wilson went over the property ?—It was in the month of November, I think.

114. He has stated it was the 21st November ?—Yes.

115. Would you have called Mr. Wilson as a witness before a Court of which his own partner was a member ?—My view is that it is not right he should be called; but, as you know, Mr. Myers, the Supreme Court has decided it was not so improper as to set aside an award.

116. *Mr. Fraser.*] What was your answer to that question, Dr. Findlay ?—My answer was this: The fact that Mr. Wilson was the partner of Mr. Macdonald, who was an assessor, was not improper to the extent that an award made by Mr. Macdonald would be set aside.

117. *Mr. M. Myers.*] Do you not remember that in a case in which Mr. Macdonald was not an assessor the point on which the whole case turned was that the assessors disagreed and the Judge made an award, and therefore the Court said the award could not be set aside ?—The ground you stated was that the award could be set aside because Mr. Macdonald was on the bench.

118. At any rate, the case is reported, is it not ?—Yes.

119. Now, where you were acting for the Crown as respondent would you call an assessor to give evidence before the Court of which his partner was a member ?—I should not care to give a conclusive answer to the question. You are aware as well as I am, Mr. Myers, that Lord Justice Coleridge has declared in a judgment that an assessor in these cases is not a Judge, but only an advocate, and I have always taken that view. The same attempt was made in Napier on this very ground, and Mr. Justice Edwards resisted it. It was pointed out that, after all, you appoint an assessor to go on the bench and do his best for the side he represents. It would be idle to raise the fine points of practice that you should not call the partner of such a man as one of three sitting in an Arbitration Court. It is very nice to say, "My sense of this, that, or the other would prevent me," but I am not at all sure that the counsel who has a good witness should not call him under the circumstances.

120. *Mr. Fraser.*] It would be inadvisable ?—He would not do it unless the witness was wanted.

121. *Mr. M. Myers.*] Was it ever intended to call Mr. Wilson as a witness ?—I cannot say.

122. Did you make up your mind at any stage not to call him ?—No. I was out of the case three months before the question of determining who should be ultimately called arose. That, I suppose, was left to present Judge Sim, who was in charge of the case at the time.

123. And supposing Mr. Wilson was at Flaxbourne for two and a half days or three days, and did not go to all the paddocks, but got his information about some of them from other people, would you say he was entitled to a fee of £165 ?—I should say he had played the part of a rogue, and I do not believe he did.

124. I think you said you did not see his report for a long time ?—It is a long report, and I remember taking it to Mr. Seddon. That is all I remember about it.

125. You have compared Mr. Wilson and Mr. Wachsmann: have you any knowledge of how long Mr. Wachsmann was over his inspection before making a report ?—I have not.

126. How then can you compare the two ?—I was looking at the fees paid.

127. You have spoken of a claim made by Mr. Macdonald for £600 ?—No; he said he thought there should be placed on the estimates a sum of between £500 and £600, because that is what the Clifford family's assessor got.

128. Is there anything on the files, as far as you know, or is it within your knowledge, that Mr. Macdonald made any claim in writing for such a payment during the lifetime of the late Mr. Seddon ?—I do not know; that would be sent direct to Mr. Seddon. It was not made through me.

129. You do not know of any claim having been made in writing ?—Certainly not.

130. During the lifetime of Mr. Seddon ?—No.

131. But you know a claim has since been made by Mr. Macdonald ?—When you use the word "claim," Mr. Myers, you understand my answer.

132. Yes ?—Yes, I know of it.

133. Did you not understand up to the time your personal connection with the case ceased that Mr. Macdonald was acting as assessor without remuneration ?—I must admit I believed he was to receive something by way of a parliamentary grant. I do not suppose he claims to be a philanthropist, but it involved his being away from Wellington a great deal. I believe his story, that Mr. Seddon said he would propose that something should be put on the estimates for him.

134. But you did not discuss it with Mr. Seddon ?—I do not remember it.

135. So that any opinion you may have on the matter is formed from what Mr. Macdonald said to you ?—Entirely.

136. And you say that Mr. Seddon used to have to make personal appeals to witnesses ?—Yes.

137. Do you know of any personal appeals he made in the Flaxbourne case ?—Yes.

138. To whom ?—It was through him that Matson's people came in.

139. That is, Mr. Wachsmann ?—That is a case in which he made a personal appeal. He wrote, but they strongly objected to any one coming.

140. But they did finally ?—Yes. I understand they said it would injure them in their business.

141. If there are any communications of that kind, should they not be on the files ?—The letters Mr. Seddon would write would be private, directed to his own friends. I remember in connection with the Hawke's Bay cases both he and Sir John McKenzie wrote letters. It was like this : I would learn that a man would make an excellent witness. He had refused to come at my instance. I would communicate the fact to the Minister, and he would write, using what influence he could, to get him to come, and in several cases that succeeded.

142. Then these communications would be on record, would they not ?—I do not think so. They were private letters written by him to his friends.

143. Would there be no record in your diary-entries of your conferences with Mr. Seddon in regard to Mr. Wilson's appointment ?—I have asked my clerk to investigate them for me. There are a number of references in these words : "Conferring with the Prime Minister ; explaining and discussing various topics of the case," but not going into any details as to what the interviews were about. I suppose a dozen things would be mentioned, but there is no reference to any of these details. I would see Mr. Seddon once a week or once a fortnight when the matter was in its urgent stages, and I would perhaps have an hour's conversation with him on the whole matter. During that time I would discuss every topic that was to be discussed.

144. Then, as the result of what you have said, are we to understand that Mr. Wilson's going over to Flaxbourne was Mr. Seddon's suggestion and not yours ?—Yes.

145. Do you know whether Mr. Wilson had seen Mr. Seddon ?—I inferred he had. I had no direct intimation of it. When I saw Mr. Seddon, and noted his uneasiness about the values, and he said Wilson would go over and make a valuation, I assumed that there had been a prior interview between the two men.

146. Do you know whether the suggestion in the first place came from Mr. Wilson or Mr. Macdonald to Mr. Seddon that Wilson should go over and make a valuation ?—I cannot tell you that. I am quite clear that Mr. Seddon relied greatly on Wilson. At that time of his life he sometimes had a little suspicion about those in these big cases. But he had complete confidence in Wilson.

147. Had Mr. Wilson ever been a witness in any of these big compensation cases before under the Land for Settlements Act ?—I cannot recall that.

148. Or an assessor ?—I know he was not an assessor, but whether he appeared as a witness I am not sure.

149. You said he was an assessor several times in large cases in New Zealand, and a witness in large compensation cases ?—Yes, in Wellington.

150. But do you know of any compensation case where a large estate had been taken in which Mr. Wilson had been either a witness or an assessor ?—What do you mean by "a large estate ?" Do you mean one worth £250,000 ?

151. I will say one running into £100,000 ?—Yes, Mr. Wilson appeared in connection with the Post Office land-valuation.

152. I mean, country lands ?—I cannot remember that. I cannot recall any special instance. My impression is that he was a witness in one of the earlier Hawke's Bay cases, but that impression may be wrong.

153. Mr. Tattle did not come upon the scene until June, 1904 ?—I had nothing to do with the case at that time.

154. I would like to ask whether Mr. Tattle was employed upon your recommendation or at your suggestion, or was he employed in some other way ?—I did not employ him. He had done good work in earlier cases in Hawke's Bay, and I believe Mr. Seddon had great confidence in him.

155. Are you able to say up to what time you were getting fresh witnesses for the Crown ?—I am afraid I cannot.

156. Do you suggest you were getting new witnesses during the whole of 1904 ?—I do not suggest anything of the kind. I think new witnesses were being obtained, though perhaps not in large number. But good witnesses here and there were obtained if available.

157. Was not the particular object of Mr. Griffin's presence there to enable him to take witnesses over and show them the property ?—His presence there was to help the case by giving information to witnesses sent there.

158. And taking them round ?—Yes, but many witnesses were obtained that Mr. Griffin had nothing whatever to do with.

159. But was it necessary to have somebody there for nearly a year—from June, 1904—for the purpose of taking witnesses over the place ?—That was not the only work done throughout that period, because there was work done here in Wellington, and work done in Dunedin—because he had to proceed to Dunedin to see Mr. Sim. Work was done of great variety, and I think of great value.

160. Did you personally see the work, or were you out of the case ?—I cannot say I watched this work being done from day to day. I should be very sorry to be responsible for it. I suppose any lawyer would be sorry to be responsible for what witnesses were doing. But in regard to Mr. Tattle I think his work was well done in the year.

161. Reverting to Mr. Wilson, did you personally consider the advisability of, or the necessity for, sending Mr. Wilson over to Flaxbourne ?—I thought Mr. Wilson was a man who had good judgment and was reliable, and I quite recognized the reasons why Mr. Seddon desired him to make a full report.

162. Did you personally consider the necessity for sending him over ?—Probably if I had been left quite alone—I cannot predicate this to any certainty—I should not have sent Wilson over. The rea

fact was that Mr. Seddon and I differed in regard to the reliability of Mr. Griffin. That is the whole sum and substance of the position. Mr. Seddon did not trust Mr. Griffin, and I did.

163. You had had experience of Mr. Griffin in other cases ?—I had.

164. And you always found him reliable ?—In my judgment, always.

165. If it had been left to you, would you have sent, for the purpose of making a report, the partner of your assessor ?—Probably not. But I want to say that I should not see any serious objection to doing so. I am not going to be led to pass any implied condemnation upon Mr. Seddon. I think from his point of view he was quite right.

166. But you say Mr. Wilson was to confer with other witnesses who were making valuations ?—Yes.

167. So that Mr. Wilson would thus ascertain practically the whole of your case, would he not ?—He did not see all the witnesses—such witnesses as he saw.

168. And he would ascertain what their valuations were ?—Probably.

169. And be able to discuss the matter with Mr. Macdonald ?—That does not necessarily follow.

170. I said he would be able to discuss them ?—You can make any inference you like.

171. Do you, as Attorney-General, think that is a fair position ?—I think a man who acts on the bench as an assessor is not a Judge ; he is nothing but an advocate. Lord Chief Justice Coleridge said so plainly, and so do the Judges in New Zealand.

172. But would you allow your assessor beforehand to know what the views of your witnesses were ?—I do not know what the practice is. I am not going to be led further by this line of cross-examination.

TUESDAY, 22nd NOVEMBER, 1910.

Right Hon. Sir J. G. Ward : Might I put in that return of compulsory acquisitions that I promised to furnish ?

The Chairman : Is there any objection ?

Mr. Massey : What is it ?

Right Hon. Sir J. G. Ward : It is a return showing the amounts claimed and the amounts paid for all estates compulsorily acquired by the Government.

Mr. Fraser : What does it establish ?

Right Hon. Sir J. G. Ward : It shows that for thirteen estates acquired under the compulsory clauses of the Land for Settlements Act the amount claimed was £1,705,558, and that as a result of the hearings by the Compensation Court the amount awarded was £1,127,642. That was £502,916 in favour of the country as against the prices claimed by the owners ; and that is upon the second valuation of the Flaxbourne Estate, not the £410,000 that was claimed for the whole of it.

Mr. Allen : I must say that I cannot see what the object of it is. If the Premier lays it on the table of the House I shall not have the slightest objection. It is being brought up here for some object—I cannot see what object. But it has nothing to do with our inquiry. I object to its going in.

Right Hon. Sir J. G. Ward : It was discussed in the course of the evidence.

Mr. Fraser : You brought that evidence out.

Right Hon. Sir J. G. Ward : I am entitled to put the return in.

Mr. Massey : The object is, of course, to make political capital out of it.

Right Hon. Sir J. G. Ward : I am afraid that a good deal of the evidence that was brought out in this inquiry was adduced for political purposes only by those opposed to the Government.

Mr. Fraser : And by the other side, too.

The Chairman : I think the return can go in for what it is worth, and as it bears upon evidence already introduced.

Mr. Allen : Do you rule that it may go in ?

The Chairman : Yes, I will let it go in, for the reasons stated.

[Return, W 1, put in.]

JAMES FRANK ANDREWS sworn and examined. (No. 51.)

1. *The Chairman.*] What position do you hold in the Government service ?—I am Secretary to Cabinet.

2. *Right Hon. Sir J. G. Ward.*] Will you produce for the Committee a minute in connection with the claim made by Mr. Kennedy Macdonald for assessor's fees ?—[Document produced by witness.]

Right Hon. Sir J. G. Ward.] I wish to put that in, Mr. Chairman. It is as follows : " Sir Joseph Ward submitted request for payment for services as assessor in the Flaxbourne arbitration case of the Hon. T. K. Macdonald, based on a payment of between £500 and £600 which Mr. Macdonald stated had been paid by the claimants for their assessor in the same case. Mr. Macdonald urged that as assessor he had saved the country £30,000. Sir Joseph Ward minuted the request as follows : 'For Cabinet.—I have already personally declined this to Mr. Macdonald, as there is no record of any arrangement with the late Mr. Seddon.—J. G. WARD. 20/5/08.' In Cabinet, 23rd May, 1908.—Decline payment.—J. F. ANDREWS, Acting Secretary." " I hereby certify that the above is a true copy of the Cabinet minute in connection with the claim in Flaxbourne Estate.—J. F. ANDREWS, Secretary to Cabinet." [Document—Exhibit X 1—put in.]

3. *The Chairman.*] Is this your signature at the foot, Mr. Andrews ?—Yes.

4. It is a true copy of a Cabinet minute in connection with the Flaxbourne Estate ?—Yes.

Right Hon. Sir J. G. Ward : I do not propose to call Mr. Barron, Mr. Chairman.

The Chairman : Very well. Does that conclude the evidence ?

Right Hon. Sir J. G. Ward : That concludes the evidence. I presume we can proceed to deliberate.

The Chairman : All the evidence having being heard, the Committee will now deliberate.

APPENDIX.

LIST OF EXHIBITS.

A. Petition of G. Johnston.
B. „ G. Hutchison.
C. „ F. V. Lysaght and three others.
D. Account, Executors J. R. Lysaght, Dr. to W. Symes.
E. Letter from W. Symes, dated 20th April, 1906.
F. „ „ „ 28th July, 1906.
G. „ G. Hutchison and J. G. Haddow, dated 3rd May, 1907.
H. „ W. Symes, dated 7th May, 1907.
I. Draft of letter from J. G. Haddow, dated 9th May, 1907.
J. Letter from R. McNab (with enclosure), 9th May, 1907.
K. „ W. Symes, 15th May, 1907.
L. „ J. G. Haddow, 25th May, 1907.
M. „ W. Symes, 12th June, 1907.
N. „ H. Pollen (with enclosure), 10th February, 1908.
O. „ W. Symes, 8th November, 1907.
P. Draft of letter from J. G. Haddow, 5th November, 1907.
Q. Abstract of report, House of Representatives, 29th October, 1906. (Four papers attached
R. Blank receipt, G. Hutchison.
S. Draft of letter, G. Hutchison and J. G. Haddow, 6th April, 1907.
T. Letter from H. Pollen, 9th April, 1907.
U. „ W. Symes, 8th August, 1906.
V. „ „ 26th June, 1908.
W. „ „ 13th November, 1908.
X. Cheque, £5, W. Symes.
Y. Letter from W. Symes, 4th October, 1905.
Z. Return of amounts paid to *Stratford Evening Post*.
AA. „ „ *Egmont Settler*.
BB. Extract from *Hansard*, No. 135, p. 579, 9th October, 1905.
CC. Valuation of F. Bayly, Part Toko A Block.
DD. „ A. Bayly, „ „ A and B Blocks.
EE. Promissory note, A. Bayly to W. Symes, £300.
FF. Bank pass-book, A. Bayly, showing entry, 13th November, promissory note paid, W. Syme £300.
GG. Letter from G. Johnston, 5th February, 1906. (One letter attached.)
HH. „ G. S. Newland, 11th August, 1905; and seventeen other letters.
II. Extracts from *Dominion* and *Evening Post*, 14th September, 1910.
A 1. Allegation, No. 8, H. Kaihau.
B 1. Particulars of allegation, H. Kaihau.
C 1. Extract from cash-book, W. H. Grace.
D 1. Letter of appointment, W. C. Kensington, from R. J. Seddon, 8th May, 1906.
E 1.
F 1. Memoranda of agreement between Native land-owners and Native Minister.
G 1.
H 1. Extract from cheque-butts, Lands Department.
J 1. Voucher, A. L. Wilson.
K 1. Voucher, T. Crosse.
L 1. Letter from Sir George Clifford, Bart., 15th November, 1910.
M 1. Post-Office Savings-Bank pass-book, showing withdrawal £15, 8th March, 1905.
N 1. Telegram from H. Kaihau, dated 2nd August, 1904; with translation.
O 1. Registered-letter receipt, to H. Kaihau, dated 13th August, 1904.
P 1. Telegram from H. Kaihau, 12th August, 1904; with translation.
Q 1. Telegram from H. Kaihau, 17th August, 1904; with translation.
R 1. Telegram from H. Kaihau, 11th October, 1904; with translation.
S 1. Registered-letter receipt, to H. Kaihau, 31st October, 1904.
T 1. Telegram from H. Kaihau, 26th October, 1904; with translation.
U 1. Copy of telegram, Keritoke to A. Ngata; with translation.
V 1. Telegram from A. Ngata to Keritoke, 15th September, 1908; with translation.
W 1. Return showing compulsory acquisition of estates by Government.
X 1. Cabinet minute *re* claim of £500 to £600, T. K. Macdonald.

EXHIBITS.

A.

To the Honourable the Speaker and Members of the House of Representatives of the Colony of New Zealand, in Parliament assembled.

THE humble petition of those who are or were holders of confirmed leases within the confiscated territory, west coast of North Island, New Zealand, showeth,—

1. Your petitioners are, or were, holders of confirmed leases of Native lands on the west coast of the North Island of New Zealand, and they desire to lay before your honourable House their grievance.

2. That your petitioners' holdings have been the subject of legislation extending over fourteen years, such legislation having been primarily for the purpose of devising a better system for the Native estates, as the existing state had proved to be unmanageable.

3. That part of such legislation provided for new leases in lieu of the old irregular confirmed leases which had to be surrendered, and which in nearly all cases had many years to run—in some cases beyond the year 1900.

4. That the Act of 1884, amending the Act of 1881, proved inoperative owing to section 13, which required the consent of all the grantees to the terms of the new lease.

5. That the Act of 1887 in section 7 amended the Act of 1884, and provided for the issue by the Public Trustee of new leases upon the terms to be decided by arbitration.

6. That your petitioners appointed arbitrators, and proceeded in accordance with the Act, and thus incurred heavy costs, which were increased by the action of the Natives in evading service of notice.

7. That such costs, though three-fourths was to be paid by lessee and one-fourth by the Native owner, were in fact wholly paid by lessees.

8. That the arbitration was conducted in a proper manner as prescribed by the Act; that the arbitrators were honourable men, well qualified for the office to which they were appointed; and that their awards were fair and just.

9. That your petitioners, relying upon the good faith of the Legislature, did not hesitate to expend large sums of money in taking up the above awards, amounting in the aggregate to £3,430.

10. That subsequently your petitioners were involved in expensive litigation concerning validity of said awards, which ended in their being rendered void by Court of Appeal, none of the costs being borne by the Public Trustee, though coupled with the lessees in the suit. The Court of Appeal also stated that the Public Trustee had not used discretion, as required by the Act, but had accepted surrender by compulsion.

11. Your honourable House will therefore see that your petitioners, in surrendering their leases and submitting to arbitration, were complying with the law, and in doing so were surrendering rights that as a matter of public convenience they should surrender, as the business of the Native reserves had become unmanageable; and that, through legislation and circumstances over which they had no control, they have been made to suffer very heavy losses not only in money paid for awards, but on litigation in defending those awards.

12. That both the late Sir Harry Atkinson and the late Mr. Ballance stated from their places in your honourable House that the West Coast Reserves lessees had a just and valid claim upon the colony for the return of the moneys expended in taking up awards which had been ultimately declared void by the Court of Appeal.

And your petitioners therefore pray that relief may be afforded to them in the following way by your honourable House:—

That your honourable House will refund to your petitioners the sums of money paid by each lessee respectively on taking up the awards, or that your honourable House will afford such other relief as may seem meet, as an equivalent to the loss to which your petitioners have been put.

And your petitioners, as in duty bound, will ever pray.

(Signed)

G. Johnston.
Wm. Wilson.
Temple Frere.
P. P. Wm. Wilson.
W. and S. Gower.
G. S. Newland.
T. H. Nicholson.
John Verry.
D. Buchanan.
James Davidson.
M. A. Grant.
G. V. Pearce.
Brian C. Lysaght, per executors Jas. R. Lysaght.
W. White, executor late F. Riddiford.
Robert Law.
J. H. Siggs.
W. and A. Symes.

B.

To the Honourable the Speaker and Members of the House of Representatives of the Colony of New Zealand, in Parliament assembled.

THE humble petition of the undersigned George Hutchison, of the City of Auckland, the former holder of a lease under the West Coast Settlement Reserves Act, 1881, showeth,—

1. That your petitioner was the holder of what was known as a confirmed lease under the above Act, in circumstances identical with those affecting the holders of similar leases as referred to in the petition of Mr. G. Johnston and others (No. 292), reported upon last session.

2. That similarly my application was referred to arbitration and award, in accordance with the regulations gazetted and in force at the time, and I paid the sum of £134 17s. to uplift the award.

3. That nevertheless the award was held to be valueless by a decision of the Court of Appeal, in connection with which proceedings I incurred expense amounting to the sum of £125.

4. That, as mentioned in the petition above referred to, the heads of two successive Ministries admitted the right of the leaseholders to a refund of the moneys incurred by them in uplifting and seeking to protect the awards, but I have as yet received no payment or refund whatsoever.

Wherefore your petitioner humbly prays that the above-mentioned amounts may be paid.

And, as in duty bound, your petitioner will ever pray, &c.

G. HUTCHISON.

October 1, 1906.

C.

To the Honourable the Speaker and Members of the House of Representatives of the Colony of New Zealand, in Parliament assembled.

THE humble petition of those who are or were holders of confirmed leases within the confiscated territory, west coast of North Island, New Zealand, showeth,—

1. Your petitioners are, or were, holders of confirmed leases of Native lands on the west coast of the North Island of New Zealand, and they desire to lay before your honourable House their grievance.

2. That your petitioners' holdings have been the subject of legislation extending over fourteen years, such legislation having been primarily for the purpose of devising a better system for the Native estates, as the existing state had proved to be unmanageable.

3. That part of such legislation provided for new leases in lieu of the old irregular confirmed leases, which had to be surrendered, and which in nearly all cases had many years to run—in some cases beyond the year 1900.

4. That the Act of 1884, amending the Act of 1881, proved inoperative owing to section 13, which required the consent of all the grantees to the terms of the new lease.

5. That the Act of 1887, in section 7, amending the Act of 1884, provided for the issue by the Public Trustee of new leases, upon terms to be decided by arbitration.

6. That your petitioners appointed arbitrators and proceeded in accordance with the Act, and thus incurred heavy costs, which were increased by the action of the Natives in evading service of notice.

7. That such costs, though three-fourths was to be paid by lessees and one-fourth by the Native owners, were in fact wholly paid by lessees.

8. That the arbitration was conducted in a proper manner as prescribed by the Act; that the arbitrators were honourable men, well qualified for the office to which they were appointed; and that their awards were fair and just.

9. That your petitioners, relying upon the good faith of the Legislature, did not hesitate to expend large sums of money in taking up the above awards, amounting in the aggregate to £3,430.

10. That subsequently your petitioners were involved in expensive litigation concerning the validity of said awards, which ended in them being declared void by Court of Appeal, none of the costs being borne by the Public Trustee, though coupled with the lessees in the suit. The Court of Appeal also stated that the Public Trustee had not used such discretion as required by the Act, but had accepted surrender by compulsion.

11. Your honourable House will therefore see that your petitioners, in surrendering their leases and submitting to arbitration, were complying with the law, and in doing so were surrendering rights that as a matter of public convenience they should surrender, as the business of the Native reserves had become unmanageable; and that, through legislation, and circumstances over which they had no control, they have been made to suffer very heavy losses not only in money paid for awards, but on litigation in defending those awards.

12. That both the late Sir Harry Atkinson and the late Mr. Ballance stated from their places in your honourable House that the West Coast Reserves lessees had a just and valid claim upon the colony for the return of the moneys expended in taking up awards which had been ultimately declared void by the Court of Appeal.

And your petitioners therefore pray that relief may be afforded to them in the following way by your honourable House:—

That your honourable House will refund to your petitioners the sums of money paid by each lessee respectively on taking up the awards, or that your honourable House will afford such other relief as may seem meet, as an equivalent to the loss to which your petitioners have been put.

And your petitioners, as in duty bound, will ever pray,—

F. V. LYSAGHT.
GEORGE GOWER, Patea.
ALFRED HOBBS, Kaponga.
FREDERICK TURNER, Fordell.

D.

Executors, James R. Lysaght's Estate, Hawera,
Dr. to Walter Symes, Stratford.

	£	s.	d.
To commission at 5 per cent. for procuring £347 5s. 4d., amount of costs paid for lifting award under the West Coast confirmed leases	17	7	3
The above commission includes stamps, telegrams, stationery, and time devoted in hunting up documents and evidence, preparing petition, and attending before the Petitions Committee and giving evidence at length on two occasions.			
	£17	7	3

Stratford, 20th March, 1906.—Xd., W.S.

E.

Executors, James R. Lysaght's Estate, Hawera.

DEAR SIRS,— Stratford, 20th April, 1906.

I omitted to mention in my claim for commission and expenses incurred that the whole of the work—even the sending of your claim to the Government, and getting it before Cabinet—was done by myself; and, although you have long since received the amount of your claim, £347 5s. 4d., my small but just claim of £17 7s. 3d., sent you a month ago, has so far been ignored. Had you performed a like service for myself and made a similar claim I would have sent you a cheque by return post, with a letter of thanks. But apparently all men are not built on the same lines.

I would not again undertake the work or render similar services, to say nothing of the out-of-pocket expenses, for double the amount of my claim. My business is insurance and general agency, and I cannot afford to work for nothing; and, as I have rendered the service and incurred expense in successfully getting refunded to you £347 5s. 4d. which you had long ago written off as irrecoverable, I expect my claim to be paid.

So far, Messrs. P. Wilson and T. Frere are the only lessees who have paid my claim and thanked me for getting a refund of money they had long ago given up as past recovery. I shall be glad of a cheque by return post.

Yours truly,
WALTER SYMES.

F.

B. Lysaght, Esq., Executor late J. R. Lysaght's Estate, Hawera.

SIR,— Stratford, 28th July, 1906.

My claim against the above-mentioned estate for £17 7s. 3d., dated 20th March last, for getting refunded to the estate arbitration costs incurred in 1889 of £347 5s. 4d., also my letters to you of the 20th April and the 1st June last, still remain unanswered; in fact, the whole matter has been treated by you in the most discourteous manner; and apparently you mean the estate of your late father to benefit at my expense, for you did nothing beyond signing the petition, which was prepared at my expense. Your claim was forwarded by me to the proper quarter. You forgot, when sending your claim to me to forward, to put sufficient postage on, and I had to pay the deficiency and penalty; but this probably is one of your ways of making money. Do not forget that your own claim is not yet paid, neither is that of your brother, Mr. F. Lysaght, and I hold the key of the position. I alone have all information, and at the proper time shall know how to use it. You have treated me with discourtesy; but probably you cannot help it. All the other lessees to whom I sent a claim have paid cheerfully; I am preparing a petition for those lessess who did not sign the last one, for presentation this session; but I will take good care that your ungentlemanly conduct shall be rewarded by keeping your name off, also that of your brother.

Yours truly,
WALTER R. SYMES.

G.

Walter Symes, Esq. M.H.R., Waverley.

DEAR SIR,— 102 Victoria Arcade, Auckland, 3rd May, 1907.

We enclose a copy of a petition presented to Parliament last session by Mr. George Hutchison, and on the 29th October referred by the Petitions Committee to the Government for favourable consideration.

Mr. Hutchison, who left for England on business on the 28th March, instructed us to take the necessary steps to obtain payment of the sums referred to, and left authority for Mr. Haddow to receive the amount on his behalf. We understand that you are conversant with the history of these awards, and were largely instrumental in obtaining payment of the amounts out of pocket by other leaseholders similarly placed. We shall be glad if we can enlist your valuable assistance in obtaining payment of

the amounts expended by Mr. Hutchison. With regard to the sum of £125—that, we understand, was spent by Mr. Hutchison in testing the validity of the awards, and by which, had the proceedings been successful, all the leaseholders would have profited. We enclose a copy of Mr. Hutchison's letter of the 13th November last to the Colonial Secretary, which throws light on this point.

This matter, which we recognize may call for the expenditure of some time and trouble, and if both sums are obtained (and both were referred by the Committee for the favourable consideration of the Government) we are empowered to hand you a sum equal to 10 per cent. of the whole in appreciation of your kind assistance.

Yours truly,
HUTCHISON AND HADDOW.

P.S.—The claim for the return of the £125 is quite as good as that for the amount spent in uplifting the awards. It is dealt with in the petition of Mr. G. Johnston and others (292) and in pars. 3 and 4 of Mr. Hutchison's petition, and its repayment has been recognized as just and right by two different Ministries. We should take it as a special favour if you would expedite the matter as far as lies in your power.—H. and H.

H.

(Private.)

Messrs. Hutchison and Haddow, Barristers and Solicitors, 102 Victoria Arcade, Auckland.

Stratford, 7th May, 1907.

DEAR SIRS,—

I am duly in receipt of your private letter of the 3rd instant, with enclosures.

In reply, more particularly to the last paragraph of your letter, where you say this matter you recognize may call for the expenditure of some time and trouble, and if both sums are obtained you are empowered to hand me a sum equal to 10 per cent. of the whole in appreciation of my kind assistance; overlooking the fact that it entails a good deal of expenditure of money as well as time and trouble. An ordinary debt-collection would be 10 per cent.; under the extraordinary circumstance, if you appreciate my kind assistance it should at least be at 20 per cent., as the amounts in question have no doubt been written off Mr. Hutchison's books years ago as uncollectable.

I value my time for either or both sums at 20 per cent. If this meets with your approval, kindly advise me at your earliest convenience.

Yours truly,
WALTER R. SYMES.

I.

(Private.)

Walter Symes, Esq., M.H.R., Stratford.

9th May, '07.

DEAR SIR,— Re *G. Hutchison's Claim.*

We have your letter of 7th inst.

We regret we have no authority to act on your suggestion. However, we do not anticipate the matter will be one of such difficulty as you suppose. It has been recommended by the Committee for the favourable consideration of the Government; and, as to the fresh portion, claims on precisely the same footing have already been paid. We are willing, however, to take the responsibility of paying 5 per cent. on the larger amount ( ), and 15 per cent. on the smaller (£125).

Yours truly,
J. G. H.

J.

Office of the Minister of Lands, Wellington, 9th May, 1907.

Walter Symes, Esq., M.H.R., Stratford.

DEAR SIR,— Re *Claims under West Coast Settlement Reserves Act.*

I beg to acknowledge the receipt of your letter of date the 7th inst.

I find now that the whole question comes under the Department of the Public Trustee, and in the meantime Cabinet has referred your correspondence to the Public Trustee for report.

Yours faithfully,
ROBERT MCNAB.

Copy (the original of which just received). (Private.)

I consider the matter is now shelved by the Cabinet. I am tired of the whole subject, having done a lot of work, and had all the worry over this matter, and expended a good deal of money and time. I do not intend going any further without some guarantee of being recouped if successful. Nothing under the amount mentioned in my last.

WALTER R. SYMES.

Stratford, 18/5/07.

K.

(Private.) Stratford, 15th May, 1907.
Messrs. Hutchison and Haddow, Barristers and Solicitors, Auckland.

Re *Mr. Hutchison's Claims under West Coast Settlement Act.*

DEAR SIRS,—

I am just in receipt of your letter of the 9th inst. *in re* the above claims. In reply, I decline your offer absolutely; it being below your previous one. You say that you do not anticipate any difficulty: well, I do, and you will find my anticipations correct before it's over. Who got the Committee's favourable recommendation? If you do not know, I will tell you: it was myself, not Mr. Hutchison, who had tried for years and failed. The whole working of the case has been done by myself unaided. The claims that have been paid was during the Seddon Government: this Administration can easily say, as they have already done, that they are not bound by the acts of their predecessors. I know that I can get these claims settled or otherwise; but if all the petitioners are going to treat me the same as your firm propose, well, it will be otherwise. I am not using this as a threat, but in common fairness and justice to myself. I will not lift a finger to help the above claims under £20 each. If you agree to this, I will then go to work vigorously.

Yours truly,
WALTER SYMES.

L.

(Private.) Supreme Court Library, Auckland, 25th May, 1907.
Walter Symes, Esq., M.H.R., Stratford.

DEAR SIR,— Re *West Coast Leases.*

Referring to my firm's correspondence with you in this matter, I may say that it is in my hands for settlement. The position is this: Mr. Hutchison has earmarked this money for specific purposes. Anything over 5 per cent. of the first claim (£134-odd) I shall have to pay myself, whereas the case is quite different with the other fund. I can, however, meet you in the matter if you will agree to allocate your remuneration accordingly—*i.e.*, take £40 for getting the two sums, but of this amount allot 5 per cent. of £134 to the larger claim, and the whole of the balance to the smaller. I shall be glad to hear that this will meet your requirements. If so, please lose no time in pushing the matter.

Yours truly,
J. G. HADDOW.

M.

(Private.)
J. G. Haddow, Esq., Barrister and Solicitor, Auckland. Stratford, 12th June, 1907.

DEAR SIR,— Re *Claims under West Coast Leases.*

I am duly in receipt of yours of the 25th ulto. *re* the above matter and my terms. Your explanation has decided me to accept terms as quoted in your letter. I have put the matter in motion, but of course the money will have to be voted by Parliament, but you may rest assured I shall do all in my power to get that done this session.

Yours truly,
WALTER SYMES.

N.

1908/66.—No. 209.

Office of the Minister of Internal Affairs,
SIR,— Wellington, New Zealand, 10th February, 1908.

I have the honour to acknowledge the receipt of your letter of the date quoted in the margin [4th instant] asking for an explanation of the delay in making payment to you, as authorized agent, of the moneys payable in respect of Mr. George Hutchison's claim for refund of amount paid by him to uplift an award as regards "confirmed" leases under the West Coast Settlement Reserves Act, 1881.

In reply I am directed by the Minister to enclose herewith for your information a copy of a letter dated 20th December, 1907, from Messrs. Skerrett and Wylie, barristers and solicitors, of Wellington, in respect to the claim of a Mr. Durie to a portion of the sum claimed as a refund by Mr. Hutchison.

I have the honour to be,
Sir,
Your most obedient servant,
HUGH POLLEN.

J. G. Haddow, Esq., Barrister and Solicitor, Acme Chambers, 5 Swanson Street, Auckland.

1908/66. (Copy.)

Skerrett and Wylie, Barristers and Solicitors,
71 Lambton Quay, Wellington, N.Z., 20th December, 1907.

Hugh Pollen, Esq., Under-Secretary to Department of Internal Affairs, Wellington.

SIR,—

Mr. C. A. Durie, of 34 Roy Street, Wellington, has instructed us to write to you with reference to refund by the Government of the moneys paid by various lessees on uplifting the award in connection with the Waitotara leaseholds made in or about the month of March, 1889. We understand that the amount paid for uplifting the award in connection with the lease in which Mr. Durie is interested was the sum of £134 17s., which was paid by Mr. George Hutchison, solicitor, of Wanganui. Mr. Hutchison and Mr. Durie held one half-share each in the lease, and Mr. Durie paid to Mr. Hutchison the sum of £67 8s. 6d., being his half-share of the costs of the award. Mr. Durie is therefore entitled to receive that sum, but a suggestion has been made by Mr. Hutchison that the money all belongs to him. As Mr. Durie's claim does not appear in the petition, you would no doubt, unless instructed to the contrary, pay the full amount to Mr. Hutchison, and obtain his receipt therefor. On Mr. Durie's behalf, therefore, we have to give you notice not to pay more than one-half the amount to Mr. Hutchison, as the remaining half belongs to Mr. Durie. If the matter is not shortly settled we propose to take action in the matter against Mr. Hutchison on Mr. Durie's behalf. We will be glad in the meantime if you would advise us that no payment will be made by the Government pending settlement of the dispute.

Yours truly,
(Signed) SKERRETT AND WYLIE.

O.

Wellington, 8th November, 1907.

J. G. Haddow, Esq., Barrister and Solicitor, 5 Swanson Street, Auckland.

West Coast Settlement Reserves: G. Hutchison's Claim.

DEAR SIR,—

I am just in receipt of yours of the 5th inst., *re* the above matter. I met Mr. Hutchison yesterday. He had just landed in New Zealand. I quite agree with you it will be quite useless Mr. Hutchison taking any steps on his own account—in fact, in my opinion he will do well to keep out of it until the vote is passed by the House. I have never lost sight of the matter, neither do I intend doing so, and everything that can be done up to the present has been carefully attended to. I hope shortly to be in a position to advise you definitely.

Yours truly,
WALTER SYMES.

P.

Acme Chambers, 5 Swanson Street, 5th Nov., 1907.

Walter Symes, Esq., M.H.R., House of Representatives, Wellington.

West Coast Settlement Reserves: G. Hutchison's Claim.

DEAR SIR,—

Referring to my letter of 9th Sept., and your reply, I learn that Mr. Hutchison is now back in N.Z., and is at present in Wellington. As I mentioned to you before, I have Mr. Hutchison's order to collect the money, most of which, if obtained, is earmarked to myself. I do not know whether Mr. H. is inclined to take any steps himself, but my own opinion is that it will be better left with you. What do you think? I am writing to him to-night, and I will mention the matter. Please note that the money is payable to me in the first instance.

Yours truly,
(Sgd.) J. G. HADDOW.

Q.

ABSTRACT OF REPORT OF THE PUBLIC PETITIONS A TO L COMMITTEE OF THE HOUSE OF REPRESENTATIVES ON THE PETITION OF G. HUTCHISON, AUCKLAND.

REFERRED to the Government for favourable consideration.

H. OTTERSON,
29th October, 1906. Clerk of the House of Representatives.

The Hon. the Colonial Secretary, Wellington. Auckland, 1st February, 1907.

SIR,—

I beg to ask your favourable consideration to the report of the Public Petitions Committee upon my petition with reference to the refund of moneys under the West Coast Settlement Reserves Act. I wrote on the subject on the 13th November last, but my letter has possibly been overlooked, as it must have reached the Department about the time of the lamented decease of the Hon. Colonel Pitt.

I have the honour to be,
Sir,
Your obedient servant,
G. HUTCHISON

Post-office Box 371, Auckland, 13th November, 1906.

The Hon. the Colonial Secretary, Wellington.

SIR,—

I have the honour to request that the report of the Public Petitions Committee upon my petition last session may receive your favourable consideration and that of the Government. As regards the sum of £134 17s., the amount paid to uplift the award, that is in the identical position of the amounts already refunded to the petitioners last year who were also holders of leases under the West Coast Settlement Reserves Act, 1881; and as to the £125, that was an expense incurred in the interests of the whole of the leaseholders in the litigation which the Government of the day considered necessary for the purpose of definitely deciding as to the validity or otherwise of the awards made in accordance with the regulations gazetted under the Act.

I have the honour to be,
Sir,
Your obedient servant,
G. HUTCHISON.

Office of the Colonial Secretary, Wellington, Feb. 19th, 1907.

G. Hutchison, Esq., Auckland.

SIR,—

I have the honour to acknowledge the receipt of your letter of the 1st inst. regarding the report of the Public Petitions Committee upon your petition with reference to the refund of moneys under the West Coast Settlement Reserves Act.

In reply, I desire to inform you that I have had this matter referred for the consideration of Cabinet, and you will be communicated with again in due course.

I have the honour to be,
Sir,
Your obedient servant,
JOHN G. FINDLAY,
Colonial Secretary.

To the Honourable the Speaker and Members of the House of Representatives of the Colony of New Zealand, in Parliament assembled.

THE humble petition of the undersigned George Hutchison, of the City of Auckland, the former holder of a lease under the West Coast Settlement Reserves Act, 1881, showeth,—

1. That your petitioner was the holder of what was known as a confirmed lease under the above Act, in circumstances identical with those affecting the holders of similar leases as referred to in the petition of Mr. G. Johnston and others (No. 292), reported upon last session.

2. That, similarly, my application was referred to arbitration and award in accordance with the regulations gazetted and in force at the time. And I paid the sum of £134 17s. to uplift the award.

3. That nevertheless the award was held to be valueless by a decision of the Court of Appeal, in connection with which proceedings I incurred expenses amounting to the sum of £125.

4. That, as mentioned in the petition above referred to, the heads of two successive Ministries admitted the right of the leaseholders to a refund of the moneys incurred by them in uplifting and seeking to protect the awards; but I have as yet received no payment or refund whatsoever.

Wherefore your petitioner humbly prays that the above-mentioned amounts may be paid.

And, as in duty bound, your petitioner will ever pray, &c.

October 1, 1906. G. HUTCHISON.

R.

102 Victoria Arcade, Auckland,

RECEIVED from His Majesty's Government the sum of , being
Dated this day of , 1907.

GEORGE HUTCHISON.

S.

Hutchison and Haddow, Barristers and Solicitors.

102 Victoria Arcade, Auckland, Apl. 6, 1907.

The Hon. the Colonial Secretary, Wellington.

SIR,—

We beg to inform you that Mr. G. H. left Akd. for London on Saturday last on business. Before leaving he desired us to ask that you would be good enough to communicate with us on the subject-matter of his petition which the Public Petitions Committee last session referred to the favourable consideration of the Government. We hope soon to hear of the decision of the Cabinet as referred to in your letter to Mr. Hutchison of the 19th Feb. We hold Mr. H.'s authority to receive and give a full discharge for all moneys paid. We have the honour to be, Sir, &c.,

H. and H.

T.

1906/2357.—No. 471.

GENTLEMEN,— Colonial Secretary's Office, Wellington, 9th April, 1907.

I have the honour to acknowledge the receipt of your letter of the 6th instant, asking that any communications upon the subject of Mr. G. Hutchison's claim for a refund of moneys under the West Coast Settlement Reserves Act may be addressed to you, as you hold Mr. Hutchison's authority to receive moneys.

I have the honour to be,
Gentlemen,
Your most obedient servant,

HUGH POLLEN.

Messrs. Hutchison and Haddow, Barristers and Solicitors, 102 Victoria Arcade, Auckland.

U.

Mr. A. Gower, Whenuakura.

DEAR SIR,— Stratford, 8th August, 1906.

I am just in receipt of yours of the 6th instant. May I ask, were A. and S. Gower paid their claim. If so they do not require any further information.

The information you ask for is rather lengthy, and does not come within my parliamentary duties, but is a matter of business, and can only be furnished upon payment of my fee of £20 for commission and charges. Upon receipt of your cheque for above amount, particulars and information supplied.

Yours faithfully,
WALTER SYMES.

P.S.—I am preparing a petition for signatures of those who were not included in last petition.—W. S.

V.

S. Gower, Esq., Whenuakura, Patea.

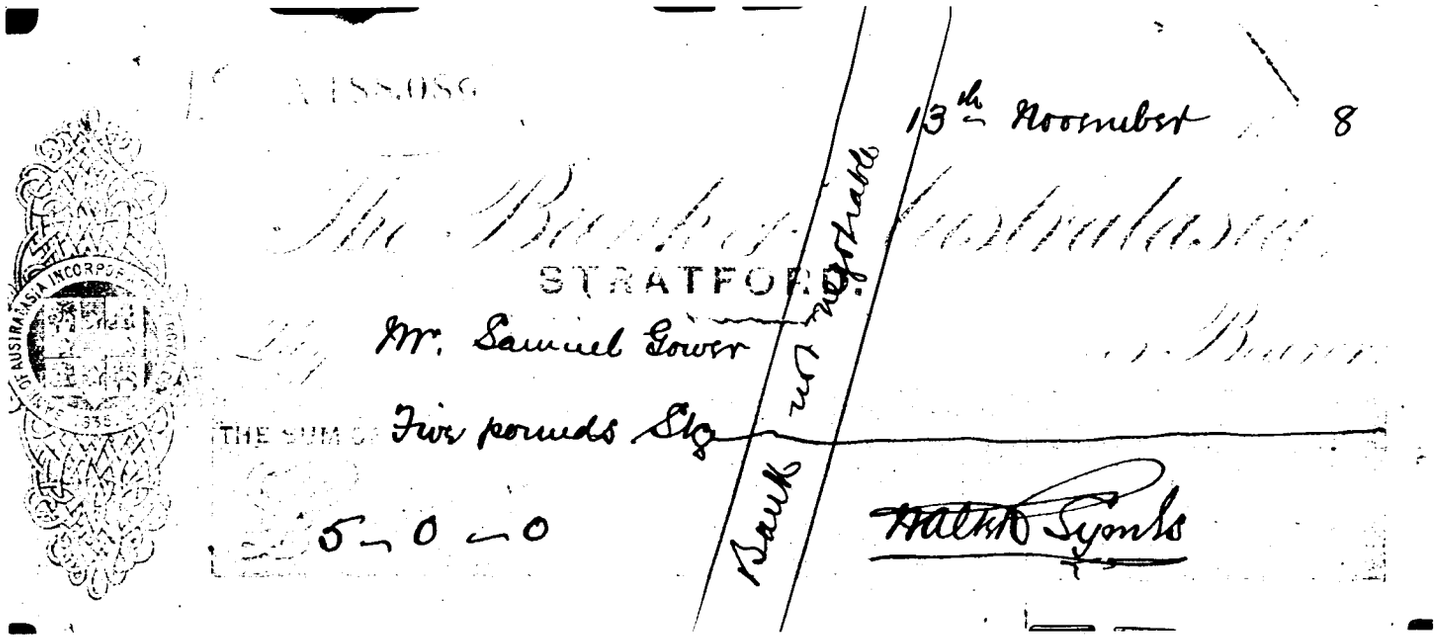
DEAR GOWER,— Stratford, 26th June, 1908.

I am just sending this as a reminder—feeling assured that it has escaped your memory—that the cheque you promised me has not yet come to hand.

With kind regards.

Believe me,
Yours sincerely,
WALTER SYMES.

X.



To face p. 233.

W.

S. Gower, Esq., Whenuakura.

DEAR SIR,— Stratford, 13th November, 1908.

I was very much surprised to see a letter from yourself to Mr. Hemingway of the 2nd inst., published in the *Stratford Evening Post* of yesterday, the 12th inst., in which you say I demanded from you £5 for commission for recovery of money paid on confiscated leases. This statement is contrary to fact, and so is your whole letter. I never called at your homestead at Mangamingi in my life; but on the 2nd of December, 1905, not three weeks, but four days, prior to last election, in company with Mr. J. Granville and Mr. James Sexton, on our way to Omona, when passing your shed, where shearing was in full swing, you came to the door and we got out of the buggy and went into the shed. You kindly showed me your oil-engine and general working of the shearing-machines, and in the course of conversation I asked you if your brother William had told you the result of the lessees' petition. You said "No." I then told you that I had been successful in establishing a case and claim, and that a sum of £2,000 had been placed upon the supplementary estimates in consequence. You said it was the first you had heard of it, and that you were pleased to hear of the good result, and asked me if there were any expenses incurred. I said No, but that three or four of the lessees had suggested that we should make little surprise presents to a few of the members—and I mentioned their names—who had prominently helped to get the matter through. You at once acquiesced, and said you would be pleased to join. I said, "It will not cost us more than a fiver each." Nothing further was done in the matter, as I was too busy to attend to it, until I met you at the Patea races on the 20th April last, when I mentioned your brother William's death, and asked you the cause, and you told me it was carelessness on his part: that he had caught cold after an attack of measles. You then said, "Did my brother ever give you that cheque?" I said, "What for?" You then said, "For the presents you mentioned for helping to get the arbitration money refunded. I told you that he had not done so, and that as a matter of fact I had never seen your brother, nor had I mentioned the matter to him. You said, "I will send you a cheque." I heard nothing further from you, nor did I do anything, until, some time in the early part of last June, I met one of the lessees, who reminded me of our conversation *re* the surprise presents, and asked me if I had done anything in the matter. I said, No, beyond mentioning the fact to one or two, yourself included, and that you had mentioned the matter at the last Patea races by asking if William had ever given me a cheque. I told the lessee in question that I would get the matter going and fix it up before the close of the session, and wrote you accordingly, but never mentioned any amount, as no amount was mentioned at Patea. The matter was one entirely for your own consideration, and whatever the amount of your cheque was I would supplement with a like amount, as would all the others. And so far the only blamable thing about it, so far as I am concerned, is that I have not had time to see the others; and since it is sought to make political capital out of the matter I decline to do anything further in the matter beyond paying my quota of £5 at any time towards the suggested project. It was not even my own suggestion, but that of others, who wished to show their appreciation of a spontaneous and kindly act, but which my political opponents want to misconstrue; and, in order that no further misconstruction can be placed upon my action, I now return you the amount of your cheque, £5, and shall so soon as possible see those who asked me to undertake the matter, when I shall give them my reason for declining to act further and for the steps I have taken.

Believe me,

Yours very truly,

WALTER SYMES.

X.

[*See opposite page.*]

Y.

J. McCluggage, Esq., J.P., Whangamomona.

DEAR MCCLUGGAGE,— Wellington, 4th October, 1905.

I am duly in receipt of your confidential letter *re* getting the paper put on the list of Government advertisers. This will depend entirely on the treatment that is meted out to me during the election. I believe that I could fix this matter up, but will not do so until after the election; and as I am treated so will I treat the paper. You are at liberty to make use of this privately with manager and directors; but not for publication.

With kind regards.

Yours faithfully,

WALTER SYMES.

[NOTE.—The following was written on above letter.]

DEAR WHITLOCK,—Kindly return this after you have perused it and shown to Mr. Copping. Kind regards.—J. McC.

Z.

RETURN OF AMOUNTS PAID "STRATFORD EVENING POST" FOR GOVERNMENT ADVERTISEMENTS DURING UNDERMENTIONED YEARS.

	£	s.	d.	
Year ended 31st March, 1896	2	3	6	(*Egmont Post.*)
" " 1897	10	1	0	"
" " 1901	58	4	11	"
" " 1902	35	18	6	"
" " 1903	97	13	0	"
" " 1904	41	7	6	"
	62	8	6	(*Stratford Evening Post.*)
" " 1905	7	7	0	(*Egmont Post.*)
	104	12	3	(*Stratford Evening Post.*)
" " 1909	106	15	3	"
" " 1910	73	3	3	"

NOTE.—This paper was published as the *Egmont Post* up to the 17th July, 1903, on which date its name was changed to the *Stratford Evening Post.*

J. G. WARD.

AA.

RETURN OF AMOUNTS PAID THE "EGMONT SETTLER," STRATFORD, FOR GOVERNMENT ADVERTISEMENTS DURING THE UNDERMENTIONED YEARS.

	£	s.	d.
Year ended 31st March, 1896	29	18	3
" " 1897	82	1	6
" " 1901	74	14	9
" " 1902	79	8	3
" " 1903	115	12	6
" " 1904	31	4	8

The *Egmont Settler* ceased publication and was incorporated with the *Stratford Evening Post* on the 31st October, 1903.

J. G. WARD.

BB.

EXTRACT FROM A SPEECH BY MR. SYMES.

(*Hansard*, No. 135, page 579, 9th October, 1905.)

I know next to nothing about the Land for Settlements Act. There is only one estate in my district that has been acquired under the Land for Settlements Act. That estate was not wisely acquired, and whether it was the Government or the Board who were to blame I am not sure; but, whichever it was, they gave £2 10s. per acre more for that land than I could have bought it for. And the strange thing is that when they bought that land the owner of it was cutting it up, whilst lands that had been offered to them that were not being cut up they would not look at. I am not quite certain whether it is the head of the Department who is at fault, but the Government seem to be quite powerless or quite indifferent about the whole matter so far as my district is concerned. I am satisfied that if they had asked my opinion in regard to the estate they acquired I should at once have advised them not to buy it at the price they gave for it.

CC.

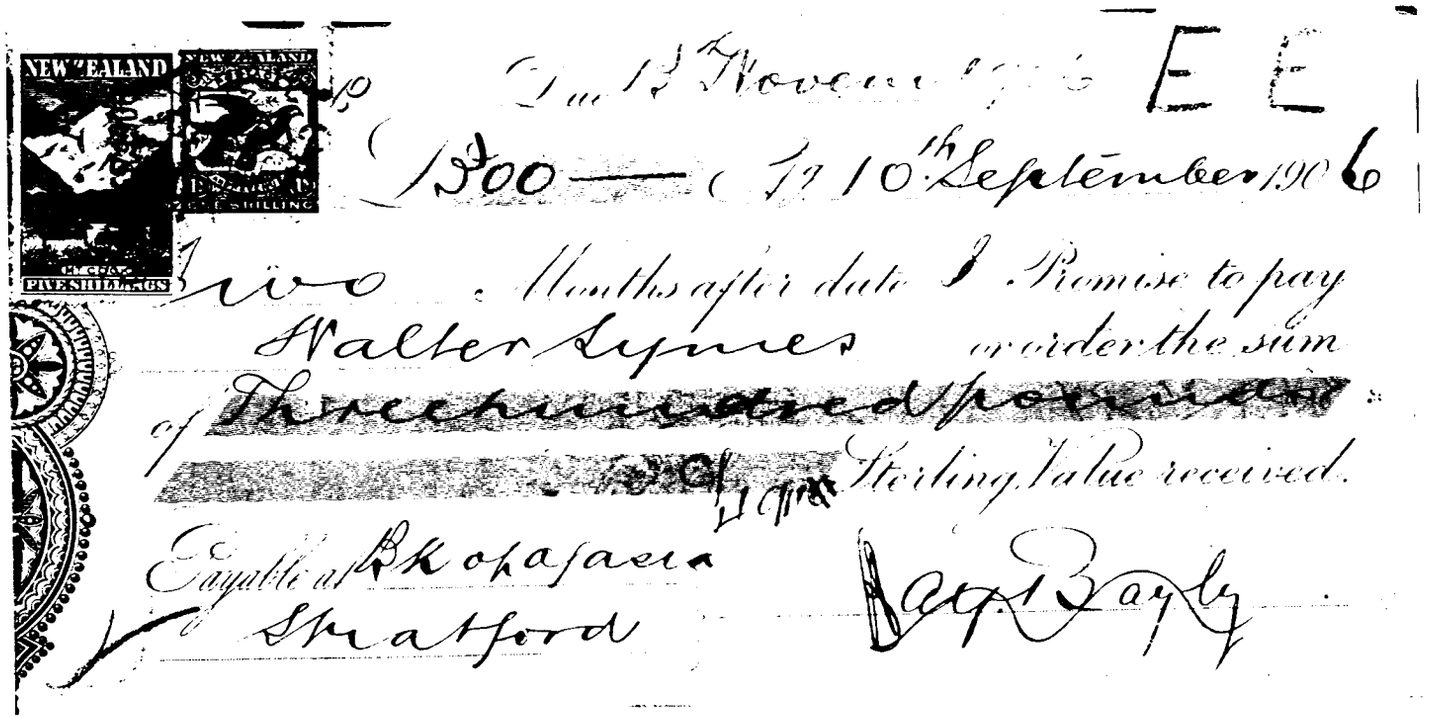
FRED. BAYLY: PT. TOKO A BLOCK.

Area.	Capital Value.	Unimproved Value.	Improvements.	Date of Valuation.	Purpose of Valuation.
A. R. P.	£	£	£		
944 0 0	4,555	1,900	2,655	1897	General valuation.
944 0 0	4,355	1,900	2,455	1897	Reduced on objection.
944 0 0	8,496	4,144	4,352	1900	Loan valuation, Public Trust Office.
944 0 0	8,496	4,144	4,352	1901	Revised valuation.
*881 0 13	12,602	8,404	4,199	1903	Special for Lands Department.
†880 3 33	8,281	4,012	4,269	1904	Subdivision of 1901 assessment—Clandon Settlement—7 Crown tenants.
880 3 33	12,670	7,246	5,424	1909	Revised valuation.

* This valuation was entered on the supplementary roll, and was therefore not used for rating or taxation purposes.
† This valuation is an adjustment of the valuation made in 1901.

Valuation Department, Wellington, 3/11/10.

EE



Endorsement: "WALTER SYMES."

[*To face p. 235.*

DD.

ALFRED BAYLY: PT. TOKO A AND B BLOCKS.

Area.	Capital Value.	Unimproved Value.	Improvements.	Date of Valuation.	Purpose of Valuation.
A. R. P.	£	£	£		
2,011 0 0	10,374	5,000	5,374	1897	General valuation.
1,841 0 9	12,292	5,773	6,519	1901	Revised valuation.
1,853 3 20	13,009	6,107	6,902	1907	Subdivision of above assessment—Huinga Settlement—10 Crown tenants.
1,853 3 20	23,377	13,250	10,127	1909	Revised valuation.

Valuation Department, Wellington, 3/11/10.

EE.

[*See opposite page.*]

FF.

EXTRACT FROM MR. ALFRED BAYLY'S BANK PASS-BOOK.

		Dr.	Cr.
		£ s. d.	£ s. d.
*	* * * *	*	*
Nov. 13.	P/N Walter Symes	300 0 0	
*	* * * *	*	*

GG.

Mr. W. Symes, M.H.R., Stratford.

DEAR SIR,— Waverley, 5th Feb., 1906.

Enclosed you will find a letter and three vouchers that I received from Mr. F. E. Moore (ex'or J. R. Lysaght), who obtained them from the Under-Secretary for Lands. Would you please let me know if it is necessary for us to fill in forms like the enclosed; and, if it is, would you please procure them for me and I will get them signed.

I am, &c.,
GEO. JOHNSTON.

P.S.—I received a letter from F. V. Lysaght in Canterbury, saying that he had a claim. Could you give me the particulars of his claim, so that I could forward them on to him, as he may put in a claim at some future date.—G. J.

Mr. George Johnston, Waverley.

DEAR SIR,— Adbury, Hawera, Feb. 6th, '06.

Before we knew that you were collecting and sending in claims in connection with confirmed leases we had instructed Mr. Caplen to inquire into our claims, but afterwards stopped him on hearing from you. But in the meantime he had written to the Lands and Survey Department, and after some time received a letter from the Under-Secretary for Lands, with three forms to fill in and sign. We now send you the Secretary's letter and the forms under separate cover, and would be glad to know if you think it necessary that we should sign these, seeing that you have already sent in our claims.

Yours truly,
Ex'ors J. R. LYSAGHT,
Per F. E. MOORE.

HH.

W. Symes, Esq., Wellington.

DEAR SYMES,— Waverley, August 11th, 1905.

I only got the petition back from Hawera last night, but take the first opportunity of sending it to you. In sending it back they made no suggestion as to whom was to come down and give evidence, so please let me know when it will be likely to be heard and I will not fail to get some one or come myself. Some I have spoken to seem to be afraid they are not the right colour, which, personally, I think is a great mistake. You are aware, like the rest of us, that it is only our own money we are asking for, and a debt owing to us which should have been paid long ago. Personally, from the tone of your letter to me, I have great hopes of the affair being settled this time, and if you are instrumental in getting it done you may take my word it will be a long time before you are forgotten. Hoping you will get a good hearing and a successful one.

I remain,
Yours sincerely,
G. S. NEWLAND.

P.S.—Are you sure the amount in the petition is correct, as I have just been told that Cowern says it should be about £5,000. You might see that there is no mistake.

G. S. NEWLAND.

W. Symes, Esq., Wellington.

DEAR SIR,— Waverley, 15th Oct., 1905.

I must say I was agreeably surprised on receiving your letter yesterday, as I was under the impression that more evidence would have to be got for the Committee to consider. My reason for thinking so was the *Hansard* report of the first finding of the Committee, which looked rather black for us; but, thanks to the able manner in which you fought and the manner you were backed by the west coast members and others outside, Mr. Wilford for one, if you and your backers do not get the hearty thanks of the petitioners all I have to say is that you ought in the most substantial way they are able to give it. What will surprise some is that all who took a prominent part are all Government men, and on that account alone I do not see that the Government can do anything else but give effect to the last report. I hope for one that they will, and expect that I am not alone on that score. I have not seen Nicholson yet, but will send your letter on to him in the morning.

I was in Waverley yesterday, and it has caused a bit of a sensation already, as it was in the morning paper.

Again thanking *you* more especially, and likewise your many friends,

I remain,
Yours sincerely,
G. S. NEWLAND.

Department of Lands and Survey,
Wellington, New Zealand, February 13th, 1906.

W. Symes, Esq., M.H.R., Stratford.

SIR,— Re *Petition, Confirmed Leases, G. Johnston and others.*

Your letter of the 17th ult., with accompanying documents, has been referred to me by the Right Hon. the Premier. The Claim of W. and A. Symes was dealt with on the 27th ult., and they have no doubt received a cheque by this time. The other cases wherein the claimants gave their addresses have now been dealt with. The following still remain: W. and S. Gower, T. H. Nicholson, John Verry, D. Buchanan, G. V. Pearce, J. H. Siggs.

No doubt you are aware of where these live, and would be willing to supply the Department with the information, so as to complete the business.

I have the honour to be,
Sir,
Your obedient servant,
T. Y. DUNCAN,
Minister of Lands.

Department of Lands and Survey,
Wellington, New Zealand, March 10th, 1906.

W. Symes, Esq., M.H.R., Stratford.

SIR,— Re *Confirmed Leases, G. Johnston, &c.*

I have to thank you for your letter of the 3rd instant, containing the addresses of some of the petitioners *re* confirmed leases, supplied at my request, and have to inform you that the matter has now been dealt with and all the claims settled.

I have the honour to be,
Sir,
Your obedient servant,
T. Y. DUNCAN,
Minister of Lands.

DEAR SYMES,— Palmerston N., 17th Feb., 1906.

Last month I received a letter from G. Johnston, of Waverley, *re* the amounts paid in lifting the awards on the Whareroa and Tirotiromoana leases. He stated the amount I had paid was £147 9s., but I think it was nearer £300, unfortunately. Since coming down here I have got out of touch with the matter. I am sorry to trouble you, but would be glad if you would let me know what is being done in the matter, and what the amount of the claims really were. I was told to write to the Public Trustee; but he has referred me to the Lands and Survey Department for information, so I thought I would ask you what course would be the best to take, knowing that you had so kindly interested yourself in the matter.

Thanking you in anticipation, I remain,

Yours truly,

J. H. SIGGS (p. A. G. L.).

W. Symes, Esq., M.H.R.

DEAR SIR,— 6th August, 1906.

I wrote you some time ago for a copy of the petition of the west coast leases, and the names of those that had been paid and those that had not, so that I could get another petition prepared for signature, to be presented at the coming session. Kindly attend to the matter at once, and oblige.

Yours faithfully,

W. GOWER, Whenuakura.

Mr. W. Symes, M.H.R.

DEAR SIR,— Taiporohenui, Hawera, Nov. 7, 1906.

Re west coast leases award: Mr. Davidson and Mr. Law advised me to apply to Capt. Johnson for my award. Capt. Johnson referred me to apply to you for particulars. My name is not on his list. Do not remember the amount paid, but paid my share of the expenses at different times as asked for it. Have only one small receipt.

Thanking you for the trouble I must put you to, I remain,

Yours truly,

MARY ANN GRANT,

Address Mrs. James Grant, Box 7, Hawera. *née* COPELAND.

H. Caplen, Barrister and Solicitor.
B. McCarthy, Solicitor, Mg. C.

Princes Street, Hawera, N.Z., 21st December, 1906.

Memo. for Walter Symes, Esq., M.H.R., Stratford.

DEAR SIR,—

Referring to Mrs. Grant's (formerly Copeland) claim under the West Coast Settlement Act, and the letter addressed to you from the Prime Minister's office dated 15th December, 1906, and your memo. thereon dated 18th December, I now send you certified copy letters of administration, and also the Prime Minister's letter. This, perhaps, will put the matter in order for Mrs. Grant.

Mrs. Grant desires me to thank you for the great trouble you are taking in the matter, and hopes you will soon get the money for her, and I am to express her wishes to you of the compliments of the season, which also please accept from myself.

Yours faithfully,

H. CAPLEN.

Prime Minister's Office, 15th December, 1906.

SIR,— Re *Claims under West Coast Settlement Act.*

Referring to your letter to me of the 23rd November, relative to the case of Mrs. Mary Ann Grant (*née* Copeland), in connection with the refund of amounts paid for the uplifting of awards under the West Coast Settlements Acts, I find that the sum appropriated under the heading of "Lands and Survey Department" for 1905–6 was £2,000, and claims amounting to £2,170 11s. 6d. were paid last year, and no further appropriation was taken either by the Lands and Survey Department or by the Public Trustee. As far as I understand the matter now, there are two claims outstanding, and for which no provision appears on the appropriations. There is not sufficient evidence that Mrs. Grant is entitled to draw any sum of money which was due to her late husband.

I have the honour to be,

Sir,

Your obedient servant,

J. G. WARD,

Walter Symes, Esq., M.H.R., Stratford. Prime Minister.

Just received. With comps. Did your late husband leave a will, and, if so, did you obtain probate? Were you sole executrix, or were there any executors under the will? If no will, did you take out letters of administration? Let me have full particulars herein at your earliest convenience.—With kind regards, WALTER SYMES. 18/12/06.

1907/2558.—No. 11.

SIR,— Office of the Minister of Internal Affairs, Wellington, 3rd January, 1907.

I have the honour, by direction of the Minister, to enclose herewith a voucher for £53 18s. 3d., being amount alleged to have been paid by you to uplift an award made in respect of "confirmed leases" under the West Coast Settlement Reserves Act Amendment Act, 1887, as set out in Parliamentary Paper G.–7B, of 1890.

If this voucher is correct, I am to request that you will sign the same as claimant, and also insert your postal address, and then return the voucher to this office.

I have the honour to be,
Sir,
Your most obedient servant,
HUGH POLLEN,
Under-Secretary.

Alfred Samuel Hobbs, Esq., Palmer Road, Kaponga.

Department of Lands, Wellington, 9th April, 1907.

SIR,— *Claim under West Coast Settlement Reserves Act.*

Referring again to your letter of the 2nd March relative to Mr. C. Durie's application regarding the refund of certain moneys paid by West Coast lessees for uplifting awards, this matter, though placed upon the appropriations of the Lands Department last year, has nothing to do with that Department, and is entirely a matter for the Public Trustee. The whole of the sums appropriated have been paid, and the Public Trustee advises me that he is not able to say what action it is proposed to take in connection with any further recommendations. You will quite understand that this is a matter entirely outside my Department, as all lands under the West Coast Settlement Act are being dealt with by the Public Trustee.

I have the honour to be,
Sir,
Your obedient servant,
ROBERT MCNAB,
Minister of Lands.

Walter Symes, Esq., M.H.R., Stratford.

Office of the Minister of Lands, Wellington, 2nd May, 1907.

Walter Symes, Esq., M.H.R., Stratford.

DEAR SIR,— Re *Claims under West Coast Settlement Reserves Act.*

I beg to acknowledge the receipt of your letter of date the 30th April, giving a full and concise statement of the position regarding these claims.

In reply I have the honour to inform you that the whole question referred to by you will be submitted to Cabinet for consideration at an early date, and I will advise you of the result in due course.

Yours faithfully,
ROBERT MCNAB.

Office of the Minister of Lands, Wellington, 9th May, 1907.

Walter Symes, Esq., M.H.R., Stratford.

DEAR SIR,— Re *Claims under West Coast Settlement Reserves Act.*

I beg to acknowledge the receipt of your letter of date the 7th inst.

I find now that the whole question comes under the Department of the Public Trustee, and in the meantime Cabinet has referred your correspondence to the Public Trustee for report.

Yours faithfully,
ROBERT MCNAB.

— Symes, Esq., Stratford.

Palmer Road, Kaponga, Decr. 2nd, 1907.

MY DEAR SIR,—

Yours of the 29th ult. is to hand, and am sorry to write that when I gave up the leasehold in question I gave up all documentary evidence to the fire, never dreaming that at this distant period there could be any chance of a refund.

Thanking you for your several references to the matter,

I am,
Yours sincerely,
ALFRED S. HOBBS.

W. Symes, Esq., M.H.R., Stratford.

Taiporohenui, Hawera, Dec. 11th, 1907.

DEAR SIR,—

Your letter of the 9th to hand.

Re West Coast lessees' claim for refund: My claim was sent to you with my other papers. Am at a loss how to word it again. Very sorry to give you so much trouble, but would it be asking too much kindness for you to send me a letter that I could copy.

With kind regards and best wishes.

Yours truly,
M. A. GRANT.

DEAR SIR,— Prime Minister's Office, Wellington, Dec. 23rd, 1907.

I am in receipt of your letter of the 14th inst., making inquiries as to the proper method that should be followed by the West Coast Settlement lessees in making claims for the refund of awards, and in reply have to say that I have referred your letter to the Hon. Minister for Lands with a request that he will forward you the desired information.

Yours faithfully,

W. Symes, Esq., M.P., Stratford. J. G. WARD.

Mr. Walter Symes, M.H.R., Stratford.

DEAR SIR,— Kaponga, March 11th, 1908.

Your letter of 10th inst., with enclosure, to hand to-day. Please accept my thanks for your efforts on my behalf, and congratulations on your success.

I am,

Yours sincerely,

ALFRED S. HOBBS,

Per J. H. H.

1908/2090.—No. 713.

SIR,— Office of the Minister of Internal Affairs, Wellington, 20th April, 1909.

I have the honour to acknowledge the receipt of your letter of the 16th April, stating that no one has claimed the amount payable to J. Douglas in the matter of "confirmed leases" under the West Coast Settlement Reserves Act Amendment Act, 1887, as set out in Parliamentary Paper G.–7B of 1890.

I am at the same time directed by the Minister to thank you for the assistance you have given in the matter of ascertaining the names and addresses of various persons to whom refunds were payable in respect of the said "confirmed leases."

I have the honour to be,

Sir,

Your most obedient servant,

Walter R. Symes, Esq., Stratford, New Plymouth. HUGH POLLEN.

II.

[*Dominion*, 14th September, 1910.]

MR. HINE'S CHARGES.—THE MEMBER FOR STRATFORD AND HIS CONSTITUENTS.—A SPLENDID RECEPTION.

THE views of the supporters of the member for Stratford, Mr. J. B. Hine, in regard to the stand he has taken in the House in his effort to purify public life in the Dominion, were expressed in no uncertain manner on the arrival of Mr. Hine from Wellington last evening. A telegram from Stratford states that when the train arrived Mr. Hine was given a magnificent reception by a large number of his supporters, who had assembled on the station, including the chairman and members of his Central Committee, and ringing cheers were given for the representative of the district.

The chairman of the Central Committee, Mr. E. F. H. Hemingway, then presented Mr. Hine with the following address on behalf of the party in appreciation of the courageous stand he had taken during the present session in his endeavour to raise the standard of public life in the Dominion:—

"DEAR SIR,—We desire, on behalf of your supporters in this district, to express to you our hearty appreciation of the efforts you have put forward during the present session of Parliament in the direction of uplifting the public life of this Dominion.

"We realize to the full the danger that exists of the standard of our national life becoming lowered by certain practices, at present abhorred by all right-thinking persons, eventually becoming sanctioned by use and custom, because few have been found ready to come forward and utter a timely word of warning and protest.

"This country therefore owes you a lasting debt of gratitude for the undaunted courage you have displayed in so boldly coming forward and endeavouring to put an end to practices which should never be tolerated in any country where the Union Jack is flown.

"At the same time, we would take the opportunity of expressing to you our deep sympathy with you in the infamous and cowardly treatment that you have recently been subjected to at the hand of some person at present unknown.

"As loyal and law-abiding subjects of His Majesty the King, we strongly resent the crime that has been committed against the representative in Parliament of the people of this electorate, and we most earnestly trust that the perpetrator may soon be brought to justice, and receive that punishment at the hands of the law which his offence deserves.

"Assuring you of our loyal and hearty support at all times,

"We have the honour to be,

"Sir,

"On behalf of your supporters,

"Yours most obediently,

"E. F. H. HEMINGWAY,

"Chairman of Committee.

"C. E. LLOYD,

"Secretary."

In the course of a short speech in reply, Mr. Hine said he valued more nighly than he could express the kind expressions of goodwill towards himself in the stand he had taken. He could assure them that as long as he had the honour to represent them in Parliament he would endeavour to live up to the oath which he had taken on entering the House. When he could not do that it would be time for him to leave. He realized to the full that the path he had chosen was by no means a smooth one, but he was not going to be turned aside by any intimidation of any kind whatsoever. Come what may, he would do his duty as far as he was able, faithfully and fearlessly, to his constituents and to his country, and for his part he had no doubt as to the result. He felt deeply their kindness in coming to meet him, and he thanked them one and all for their warm expression of confidence in himself.

[*Evening Post*, 14th September, 1910.]

APPRECIATION OF A MEMBER'S EFFORTS.

[BY TELEGRAPH.—PRESS ASSOCIATION.]

Stratford, This Day.

A LARGE number of supporters of Mr. Hine, member for Stratford, met him on his arrival last evening at the station, and presented him with an address expressing heartfelt appreciation of the efforts he had put forward during the present session to uplift public life.

A 1.

(8.) That Henare Kaihau, in the years 1900, 1902, 1904, 1905, and 1907, while a member of Parliament, charged, and received from, the persons named in the annexed particulars, on whose behalf he prepared, or presented, or undertook to present petitions to Parliament, payments or sums of money for his services relating thereto or in connection therewith.

B 1.

PARTICULARS OF CHARGE AGAINST MR. KAIHAU FOR CHARGING AND RECEIVING PAYMENTS IN CONNECTION WITH PETITIONS.

(*a.*) A PAYMENT by Horomona Watarauihi, in the year 1905, in respect of a petition which was to have been, but which was not in fact, presented to Parliament.

(*b.*) A payment by a member or members of the Ngatireko Tribe, in 1905, in connection with a petition to Parliament.

(*c.*) A payment by Kahu Huatare, in the year 1900, in connection with a petition presented to Parliament.

(*d.*) A payment by or on behalf of Mohi te Wara, in the year 1904, in connection with a petition to Parliament.

(*e.*) A payment by Rewatu te Hirako, in the year 1907, for alleged services in connection with a petition presented to Parliament.

(*f.*) A payment by Hakiaha Tawhiao, in or about the year 1902, for alleged services in connection with a petition presented to Parliament.

C 1.

PART CASH-BOOK OF MR. W. H. GRACE FOR PERIOD ENDED 22ND JUNE, 1907.

Date paid.	To whom paid.	Particulars.	Nos. of Cheques.	Amount of each Cheque.	Total.	Number of Cheques issued.
		First Section (Ngatipare).		£ s. d.	£ s. d.	
1907.						
June 5	Honewetere Tikaho ..	For interest in Te Akau C	622861	18 6 4	50 9 3	2
			622862	32 2 11		
„ 5	Rutu Hohua	Ditto ..	622863	110 0 0	302 15 5	2
			622864	192 15 5		
„ 5	Meri Heni Hohua ..	„ ..	622865	110 0 0	302 15 5	2
			622866	192 15 5		
„ 5	Tawhiri Matea Moanaroa	„ ..	622867	135 0 0	177 15 5	2
			622868	42 15 5		
„ 5	Te Rauna Rangitihapa ..	„ ..	622869	110 0 0	177 15 5	2
			622870	67 15 5		
„ 5	Parehuirangi Pereka ..	„ ..	622871	183 6 8	623 12 0	2
			622872	440 5 4		
„ 5	Taiharuru Pereka ..	„ ..	622873	183 6 8	623 12 0	2
			622874	440 5 4		
„ 5	Te Houpapa Pereka ..	„ ..	622875	183 6 8	623 12 0	2
			622876	440 5 4		

PART CASH-BOOK OF MR. W. H. GRACE FOR PERIOD ENDED 22ND JUNE, 1907—*continued.*

Date paid.	To whom paid.	Particulars.	Nos. of Cheques.	Amount of each Cheque.	Total.	Number of Cheques issued.
		First Section (Ngatipare)—continued.		£ s. d.	£ s. d.	
1907.						
June 5	Mitakaraka Ngatipare ..	For interest in	622877	412 13 4		
		Te Akau C	622878	166 13 4		
		Ditto ..	622879	66 13 4	1,426 13 4	4
			622880	780 13 4		
,, 5	Tuaiwa Ngatipare ..	,, ..	622881	83 6 8		
			622882	206 6 8	1,226 13 4	3
			622883	937 0 0		
,, 6	Te Wharepuhi Ngatipare	,, ..	622884	..	1,426 13 4	1
,, 6	Meri Maketu	,, ..	622885	..	189 4 8	1
		Second Section (Ngatitahinga).				
June 8	Eruera Hetaraka ..	For interest in	622910	679 1 10		
		Te Akau C	622911	129 4 6	808 6 4	2
,, 8	Hohua Haimona ..	Ditto ..	622912	838 13 8		
			622913	139 0 5	977 14 1	2
,, 8	Hone te Rupapere ..	,, ..	622914	236 9 4		
			622915	39 10 2	275 19 6	2
,, 8	Wikiriwhi Rupapere ..	,, ..	622916	236 9 4		
			622917	39 10 2	275 19 6	2
,, 8	Turiwhati te Rupapere ..	,, ..	622918	236 9 4		
			622919	39 10 2	275 19 6	2
,, 8	Te Rau Kaimakariri ..	,, ..	622920	1,136 16 5		
			622921	187 16 3	1,324 12 8	2
,, 8	Ropiha Ngakoti ..	,, ..	622922	779 1 10		
			622923	129 4 6	908 6 4	2
,, 8	Peneamini te Rupapere ..	,, ..	622924	236 9 4		
			622925	39 10 2	275 19 6	2
,, 8	Mere Maiao (*alias* Mere Maiau Totaea)	,, ..	622926	1,461 1 10		
			622927	242 0 2	1,703 2 0	2
,, 8	Waiohu te Rupapere ..	,, ..	622928	236 9 4		
			622929	39 10 2	275 19 6	2
,, 8	Matena te Waiwehi ..	,, ..	622930	463 3 0		
			622931	66 14 0	529 17 0	2
,, 8	Te Karewai Taite ..	,, ..	622932	124 2 7		
			622933	20 19 2	145 1 9	2
,, 8	Titi Taite	,, ..	622934	124 2 7		
			622935	20 19 2	145 1 9	2
,, 10	Winiata Mauriri ..	,, ..	622936	1,137 6 5		
			622937	187 6 3	1,324 12 8	2
,, 10	Hana Tare	,, ..	622938	270 6 6		
			622939	45 1 5	315 7 11	2
,, 10	Meri Rawaenga ..	,, ..	622940	270 6 6		
			622941	45 1 5	315 7 11	2
,, 11	Mere te Rupapere ..	,, ..	622944	202 10 4		
			622945	34 0 6	236 10 10	2
,, 11	Hunia Pakihi	,, ..	622946	270 6 6		
			622947	45 1 5	315 7 11	2
,, 11	Tamihana Haimona ..	,, ..	622948	838 13 8		
			622949	139 0 5	977 14 1	2
,, 11	Haupiri Totaea ..	,, ..	622960	1,461 1 10		
			622951	242 0 2	1,703 2 0	2
,, 11	Kateraina Raumoa ..	,, ..	622952	43 0 6		
			622953	7 8 9	50 9 3	2
,, 11	Mere Tepe	,, ..	622954	43 0 6		
			622955	7 8 9	50 9 3	2
,, 11	Hihi te Rupapere ..	,, ..	622956	236 9 4		
			622957	39 10 2	275 19 6	2
,, 11	Hetaraka Ropiha ..	,, ..	622958	324 9 7		
			622959	53 19 7	378 9 2	2
,, 11	Te Para Haimona ..	,, ..	622961	360 0 0		
			622962	500 0 0		
			622963	500 0 0	2,675 8 5	4
			622964	1,315 8 5		
,, 13	Rina Merekai	,, ..	622967	154 4 8		
			622968	35 0 0	189 4 8	2
,, 14	Ngarongo Taipari ..	,, ..	622969	84 12 4		
			622970	10 0 0	94 12 4	2

D 1.

Urgent.

Prime Minister's Office, Wellington, 8th May, 1906.

Memorandum for W. C. Kensington, Esq., Under-Secretary for Lands.

So that there may be no mistake as to the position, I now officially inform you, as I did orally, that all Native-land purchases were ordered by Cabinet to be conducted and made through the Lands Department. I was quite surprised the other day when I found from you that this had not been notified to you on your taking up the position of Under-Secretary for Lands. However, the position stands, and I think it is a very good one, and now that increased power is given for the purchase of Native lands every expedition is necessary. The first thing required to be done is,—(*a*) To arrange through the Treasury for raising £100,000 of the £200,000 authorized by Act last session; (*b*) the valuation and classification of all Native lands likely to be sold and which are suitable; (*c*) the appointment of Native Land Purchase Officers. Certain names were submitted to Cabinet the other day by Hon. Mr. Carroll, and approved, but no appointments have as yet been made, and the terms were not fixed. Some of them can only be fixed on payment of commission—some may be salaried officers. But there are more wanted. In fact, you want to have Native Land Purchase Officers fixed at various points. (*d.*) The Hon. Mr. Carroll is going to Wanganui shortly, and a Land Purchase Officer should have accompanied him, duly intrusted to purchase at prices to be agreed upon; but I fear the land to be purchased has never yet been valued, and if any offer is made a good margin will have to be made owing to values not having been definitely ascertained.

I expect Mr. Judge Edgar down to-night. It is our intention to give him the first refusal of the Under-Secretaryship of the Native Department, and to appoint him with you a member of the Hawke's Bay Maori Land Council. You can discuss matters with him, and on my return to Wellington on Thursday morning I hope to have something outlined of a definite character.

R. J. Seddon.

E 1.

Memorandum of an agreement made this 3rd day of November, one thousand nine hundred and six, between the Natives whose names are signed hereto (hereinafter called "the owners") of the first part, Henare Kaihau, of Waiuku, Native commission agent, of the second part, and Pepa Tauki of the third part, whereby it is agreed as follows:—

1. Henare Kaihau agrees to arrange a sale with the Crown of 13,000 acres, part of Akau No. 2 Block, and Pepa Tauki agrees to assist him.

2. Henare Kaihau further agrees to conduct the appeal of Akau Block on behalf of the owners, and to defray all costs of retaining counsel to assist him, and to pay all fees in connection with the case. Pepa Tauki agrees to assist him with the conduct of the case.

3. The owners agree to pay Henare Kaihau, for all his past services of any kind soever in connection with Akau Block, and for his services in conducting such appeal and for negotiating such sale, ten pounds per centum of the purchase-money received by them from such sale to the Crown.

4. The owners agree to obtain the signatures of all parties necessary to the completion of this agreement.

The owners also agree to pay Pepa Tauki the sum of £100 out of such purchase-money as aforesaid, in satisfaction for all his claims for any work done.

The purchase-money shall be three pounds per acre, unless the owners shall subsequently reduce the amount.

The above commissions shall be paid by the Crown to Henare Kaihau and Pepa Tauki respectively, and the balance of purchase-moneys to the owners direct.

As witness the hands of the parties the day and year first above written.

Para Haimona mo H. Kaihau.
Pomare Hetaraka mo Henare.
H. Kaihau.

Signed by the said Para Haimona, Pomare Hetaraka, and Henare Kaihau, in the presence of—E. C. Blomfield, Solicitor, Auckland.

F 1.

Memorandum of an agreement made the day of one thousand nine hundred and six between the persons whose names are set out in the first column and whose signatures are subscribed to the second column of the schedule hereto (hereinafter called "the owners") of the one part and Henare Kaihau of Waiuku Native agent (hereinafter called "the agent") of the other part Whereas the agent has during past years acted on behalf of the owners in preparing for hearing and conducting their case in connection with that piece of land known as Akau Block at the several sittings of the Native Land Court before which the title came up for inquiry and adjudication And whereas the agent has not yet been paid for his services And whereas the title to the said block in so far as questions in dispute between the Native owners as to tribal or hapu boundaries is concerned has been further referred to the Native Appellate Court And whereas the owners are desirous that the agent should appear on their behalf before the Appellate Court and should endeavour to secure to them that portion of Akau Block hereinafter described containing about thirteen thousand acres and which they allege comes within their ancestral boundaries and should on their behalf sell such land to the Crown as hereinafter provided

Now it is hereby agreed as follows

1. The agent shall act as Native agent for the owners in preparing for trial and conducting their case at the sitting of the Appellate Court aforesaid and shall at his own cost and expense procure such legal assistance as he considers necessary in the conduct of the case and shall pay all fees and disbursements necessary in connection with the investigation of the title before the said Appellate Court

2. The agent shall negotiate with the Crown for the sale to the Crown of the said thirteen thousand acres at a price of not less than two pounds per acre

3. The agent shall receive as remuneration for all past services and for the conduct of the case of the owners before the Appellate Court and for negotiating the sale to the Crown ten pounds per centum of the purchase-money paid by the Crown Such percentage shall be paid by the Crown direct to the said agent at the time of completion of the purchase the remaining ninety per centum being paid direct to the individual owners in the proportions to which they are entitled

4. The owners will when called upon execute to and in favour of the Crown all necessary agreements for sale and transfer of the said lands at the price agreed upon

5. Should the agent not succeed in securing to the owners the said parcel of land or in selling the thirteen thousand acres to the Crown this agreement shall lapse without however releasing the owners from any reasonable claim the agent may have against them for work already done or hereafter to be done and for all disbursements made by him in connection with the said lands

The portion of Akau Block hereinbefore referred to is all that portion commencing at Paponga thence to Karaka thence to Taumata Koi and thence to Wai Pohutukawa and containing about thirteen thousand acres as delineated by such portion of the plan drawn hereon as is edged red

In witness whereof the said parties have hereunto subscribed their names

Signed by the Natives whose names are set out in the first column and whose signatures are subscribed to the second column of the schedule hereunder written in the presence of us the attesting witnesses whose signatures are set opposite the signature which we attest and we hereby certify that prior to the execution hereof by such Natives there was indorsed hereon a translation in the Maori language of the contents hereof certified as correct by Cornelius William Pellatt Seon a duly licensed interpreter of the first grade and also a plan of the lands dealt with by this agreement and that this agreement was read over and explained in Maori to each of the Natives whose signature appears in the second column opposite the signature of the said licensed interpreter before signing and that we satisfied ourselves that each of the Natives understood the meaning and purport thereof

SCHEDULE.

Name of Native.	Signature of Native.	Attesting Witnesses.
Para Haimona ..	Para Haimona	C. W. P. Seon, licensed interpreter, first grade, Auckland. T. M. Alexander, solicitor's clerk, Auckland.
Tamehana Haimona ..	Tamehana × Haimona, 24/11/06 His mark.	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster, Ruakiwi.
Hohua Haimona ..	Hohua Haimona, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Hana Para	Hana Para, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Meri Rawaenga Para ..	Meri Rawaenga Para, 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Hunia Pakihi Para ..	Hunia Pakihi Para, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Winiata Mauriri ..	Winiata Mauriri, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster, Ruakiwi.
Meri Tipo	Meri Tipo, 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Taiharuru Pereka ..	Taiharuru Pereka, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Taiharuru Pereka ..	Taiharuru Pereka (as trustee for Matatahi te Hihi and Miriama te Hihi, minors), 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Houpapa Pereka ..	Houpapa × Pereka, 24/11/06 .. His mark.	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Wikiriwhi te Rupapere	Wikiriwhi te Rupapere, 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.

SCHEDULE—*continued.*

Name of Native.	Signature of Native.	Attesting Witnesses.
Turiwhati te Rupapere	Turiwhati te Rupapere, 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Hone te Rupapere ..	Hone te Rupapere, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Hihi te Rupapere ..	Hihi te Rupapere, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Hihi te Rupapere ..	Hihi te Rupapere (as trustee for Matatahi te Hihi and Miriama te Hihi, minors), 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Waiehu te Rupapere ..	Waiehu te Rupapere, 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Peniamene te Rupapere	Peniamene te Rupapere, 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Mere te Rupapere ..	Mere × te Rupapere, 24/11/06 Her mark.	James H. Phillips, licensed inserpreter, Te Mata. Thos. Wilson, Postmaster.
Te Rau Kaimakariri ..	Te Rau Kaimakariri, 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Keehi te Rau ..	Keehi te Rau, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Karaka Maketu ..	Karaka Maketu, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Rina Mere Kai ..	Rina Mere Kai, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Eruera Hetaraka ..	Eruera Hetaraka, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster, Ruakiwi.
Eruera Hetaraka ..	Eruera Hetaraka (as trustee for Taipare Taiporutu and Wiremu Taiporutu, minors), 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Ropiha Ngakoti ..	Ropiha Ngakoti, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Matena Hetaraka ..	Matena Hetaraka, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Mere Maiao	Mere Maiao, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Huapiri Totaea ..	Huapiri × Totaea, 24/11/06 .. Her mark.	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Titi Taite	Titi Taite, 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Karewai Taite ..	Karewai × Taite, 24/11/06 .. His mark.	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Rutu Hohua	Rutu Hohua, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Kataraina Ka ..	Kataraina Ka, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Meri Maketu	Meri Maketu, 26/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Ngarongo Taipare ..	Ngarongo Taipare, 30/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. W. J. Smith, J.P.

G 1.

MEMORANDUM of an agreement made the day of one thousand nine hundred and six between the persons whose names are set out in the first column and whose signatures are subscribed to the second column of the schedule hereunder written (hereinafter called "the Vendors") of the one part and the Honourable the Native Minister on behalf of the Crown (hereinafter called "the Purchaser") of the other part whereby it is agreed as follows:—

1. The Vendors respectively agree to sell and the Purchaser to buy the respective interests of them the Vendors of and in all that parcel of land being portion of Akau Number Two Block containing about thirteen thousand acres bounded commencing at Paponga thence to Karaka thence to Tamata Koi and thence to Wai Pohutukawa as delineated by such portion of the plan drawn hereon as is edged red.

2. The price shall be such sum as is arranged between Henare Kaihau as agent for the Vendors and the Under-Secretary of Lands being in no case less than the valuation as assessed by the Government valuer now about to make an inspection and valuation of the said lands nor less than the sum of two pounds per acre.

3. The Vendors will execute any agreements transfers and other documents necessary to complete the title of the Crown to the said lands The purchase-money shall be paid to the Vendors immediately on execution of a good and valid memorandum of transfer ninety per centum thereof being paid direct to the owners and ten per centum to the said Henare Kaihau at the request of the owners (testified by their execution hereof) less such sums as may have been advanced to either party on account of such purchase-money before execution of such transfer.

4. Should any of the owners fail to acquire any interest in the said lands on the review by the Appellate Court of the orders already made this agreement shall lapse as to any such owners and they shall be released from liability as to any such sale as aforesaid Provided that all moneys paid to them under such contract shall be refunded to the Purchaser

In witness whereof the said parties have hereunto subscribed their names

Signed by the Natives whose names are set out in the first column and whose signatures are subscribed to the second column of the schedule hereunder written in the presence of us the attesting witnesses whose signatures are set opposite the signature which we attest and we hereby certify that prior to the execution hereof by such Natives there was indorsed hereon a translation in the Maori language of the contents hereof certified as correct by James Henry Phillips a duly licensed interpreter of the first grade and also a plan of the lands dealt with by this agreement and that this agreement was read over and explained in Maori to each of the Natives whose signature appears in the second column opposite the signature of the said licensed interpreter before signing and that we satisfied ourselves that each of the Natives understood the meaning and purport thereof.

SCHEDULE.

Name of Native.	Signature of Native.	Attesting Witnesses.
Para Haimona ..	Para Haimona, 24/11/06 ..	James H. Phillips, licensed interpreter. Te Mata. Thos. Wilson, Postmaster, Ruakiwi.
Tamehana Haimona ..	Tamehana × Haimona, 24/11/06 His mark.	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster, Ruakiwi.
Hohua Haimona ..	Hohua Haimona, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster,
Hana Para	Hana Para, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Mererawaenga Para ..	Mererawaenga Para, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Hunia Pakihi Para ..	Hunia Pakihi Para, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Winiata Mauriri ..	Winiata Mauriri, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Meri Tipo	Meri Tipo, 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Taiharuru Pereka ..	Taiharuru Pereka, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Taiharuru Pereka ..	Taiharuru Pereka (as trustee for Matatahi te Hehi and Miriama te Hihi, minors), 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Houpapa Pereka ..	Houpapa × Pereka, 24/11/06 .. His mark.	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.

SCHEDULE—*continued.*

Name of Native.	Signature of Native.	Attesting Witnesses.
Wikiriwhi te Rupapere	Wikiriwhi te Rupapere, 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Turiwhati te Rupapere	Turiwhati te Rupapere, 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Hone te Rupapere ..	Hone te Rupapere, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Hihi te Rupapere ..	Hihi te Rupapere, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Hihi te Rupapere ..	Hihi te Rupapere (as trustee for Matahi te Hihi and Miriama te Hihi, minors), 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Waiehu te Rupapere ..	Waiehu Te Rupapere, 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Peneamine te Rupapere	Peneamine te Rupapere, 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Meri te Rupapere ..	Meri × te Rupapere, 24/11/06 Her mark.	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Te Rau Kaimakariri ..	Te Rau Kaimakariri, 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Keehi te Rau ..	Keehi te Rau, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Karaka Maketu ..	Karaka Maketu, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Rina Merekai ..	Rina Merekai, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Eruera Hetaraka ..	Eruera Hetaraka, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Eruera Hetaraka ..	Eruera Hetaraka (as trustee for Taipare Taiporutu and Wiremu Taiporutu, minors), 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Ropiha Ngakoti ..	Ropiha Ngakoti, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Matena Hetaraka ..	Matena Hetaraka, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster, Ruakiwi.
Mere Maiao	Mere Maiao, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Huapiri Totaea ..	Huapiri × Totaea, 24/11/06 .. Her mark.	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Titi Taite	Titi Taite, 24/11/06	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Karewai Taite ..	Karewai × Taite, 24/11/06 .. His mark.	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Rutu Hohua ..	Rutu Hohua, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Kataraina Ka ..	Kataraina Ka, 24/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Meri Maketu ..	Meri Maketu, 26/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. Thos. Wilson, Postmaster.
Ngarongo Taipare ..	Ngarongo Taipari, 30/11/06 ..	James H. Phillips, licensed interpreter, Te Mata. W. J. Smith, J.P.

H 1.

STATEMENTS SHOWING AMOUNTS PAID BY INDIVIDUAL CHEQUES IN PAYMENT OF TE AKAU PURCHASE-MONEY.

		Cheque No.	Amount.	Total.
			£ s. d.	£ s. d.
1906.	*William C. Kensington's Account.*			
Nov. 8 ..	Para Haimona	532590	20 0 0	100 0 0
		532591	80 0 0	
„ 8 ..	Eruera Hetaraka	532588	20 0 0	100 0 0
		532589	80 0 0	
„ 22 ..	Tuaiwa Ngatipare	532595	..	100 0 0
	W. H. Grace's Account.			
1907.	*Ngatipare.*			
Feb. 22 ..	Tuaiwa Ngatipare	599297	..	100 0 0
June 5 ..	Honewetere Tikaho	622861	18 6 4	50 9 3
		622862	32 2 11	
„ 5 ..	Rutu Hohua	622863	110 0 0	302 15 5
		622864	192 15 5	
„ 5 ..	Meri Heni Hohua	622865	110 0 0	302 15 5
		622866	192 15 5	
„ 5 ..	Tawhiri Matea Moanaroa	622867	135 0 0	177 15 5
		622868	42 15 5	
„ 5 ..	Te Rauna Rangitihapa	622869	110 0 0	177 15 5
		622870	67 15 5	
„ 5 ..	Parehuirangi Pereka	622871	183 6 8	623 12 0
		622872	440 5 4	
„ 5 ..	Taiharuru Pereka	622873	183 6 8	623 12 0
		622874	440 5 4	
„ 5 ..	Te Houpapa Pereka	622875	183 6 8	623 12 0
		622876	440 5 4	
„ 5 ..	Mitakaraka Ngatipare	622877	412 13 4	1,426 13 4
		622878	166 13 4	
		622879	66 13 4	
		622880	780 13 4	
„ 5 ..	Tuaiwa Ngatipare	622881	83 6 8	1,226 13 4
		622882	206 6 8	
		622883	937 0 0	
„ 6 ..	Te Wharepuhi Ngatipare	622884	..	1,426 13 4
„ 6 ..	Meri Maketu	622885	..	189 4 8
	Ngatitahinga.			
„ 8 ..	Eruera Hetaraka	622910	679 1 10	808 6 4
		622911	129 4 6	
„ 8 ..	Hohua Haimona	622912	838 13 8	977 14 1
		622913	139 0 5	
„ 8 ..	Hone te Rupapere	622914	236 9 4	275 19 6
		622915	39 10 2	
„ 8 ..	Wikiriwhi Rupapere	622916	236 9 4	275 19 6
		622917	39 10 2	
„ 8 ..	Turiwhati te Rupapere	622918	236 9 4	275 19 6
		622919	39 10 2	
„ 8 ..	Te Rau Kaimakariri	622920	1,136 16 5	1,324 12 8
		622921	187 16 3	
„ 8 ..	Ropiha Ngakoti	622922	779 1 10	908 6 4
		622923	129 4 6	
„ 8 ..	Peneamini te Rupapere	622924	236 9 4	275 19 6
		622925	39 10 2	
„ 8 ..	Mere Maiao (*alias* Mere Maiau Totaea) ..	622926	1,461 1 10	1,703 2 0
		622927	242 0 2	
„ 8 ..	Waiehu te Rupapare	622928	236 9 4	275 19 6
		622929	39 10 2	
„ 8 ..	Matene te Waewehe	622930	463 3 0	529 17 0
		622931	66 14 0	
„ 8 ..	Te Karewai Taite	622932	124 2 7	145 1 9
		622933	20 19 2	
„ 8 ..	Titi Taite	622934	124 2 7	145 1 9
		622935	20 19 2	
„ 10 ..	Winiata Mauriri	622936	1,137 6 5	1,324 12 8
		622937	187 6 3	
„ 10 ..	Hana Tare	622938	270 6 6	315 7 11
		622939	45 1 5	

STATEMENTS SHOWING AMOUNTS PAID BY INDIVIDUAL CHEQUES IN PAYMENT OF TE AKAU PURCHASE-MONEY—*continued.*

—	—	Cheque No.	Amount.	Total.
	W. H. Grace's Account—continued.			
1906.	*Ngatitahinga*—continued.		£ s. d.	£ s. d.
June 10 ..	Meri Rawaenga	622940	270 6 6	315 7 11
		622941	45 1 5	
„ 11 ..	Mere te Rupapere	622944	202 10 4	236 10 10
		622945	34 0 6	
„ 11 ..	Hunia Pakihi	622946	270 6 6	315 7 11
		622947	45 1 5	
„ 11 ..	Tamihana Haimona	622948	838 13 8	977 14 1
		622949	139 0 5	
„ 11 ..	Huapiri Totaea	622960	1,461 1 10	1,703 2 0
		622951	242 0 2	
„ 11 ..	Kateraina Raumoa	622952	43 0 6	50 9 3
		622953	7 8 9	
„ 11 ..	Mere Tipo	622954	43 0 6	50 9 3
		622955	7 8 9	
„ 11 ..	Hihi te Rupapere	622956	236 9 4	275 19 6
		622957	39 10 2	
„ 11 ..	Hetaraka Ropiha	622958	324 9 7	378 9 2
		622959	53 19 7	
„ 11 ..	Te Para Haimona	622961	360 0 0	2,675 8 5
		622962	500 0 0	
		622963	500 0 0	
		622964	1,315 8 5	
„ 13 ..	Rina Merekai	622967	154 4 8	189 4 8
		622968	35 0 0	
„ 14 ..	Ngarongo Taipari	622969	84 12 4	94 12 4
		622970	10 0 0	
„ 27 ..	Receiver-General, Treasury, non-sellers' interests	618443	..	2,611 14 6
	Grand total	..	..	26,988 1 5

PURCHASE OF LAND.

	£
Ngatipare (family), 2,140 acres at £2	4,280
Rest of people, 11,354 acres at £2 (held in thirty shares)	22,708
Total purchase-money	£26,988

We hereby certify that the above is a correct statement of the purchase-moneys paid, and of the cheques issued therefor.

WM. C. KENSINGTON,
Under-Secretary for Lands.
R. A. PATERSON,
Chief Accountant, Department of Lands.

14th November, 1910.

J 1. and K 1.

[*See following pages.*]

L 1.

The Right Hon. Sir Joseph Ward, P.C., K.C.M.G.

DEAR SIR,—

I have been summoned to give evidence on the Hine charges, but I have no useful information to give, the papers in the Flaxbourne case having been destroyed. I have no recollection of the details of payment, except that the total amount of costs amounted to about £6,000.

Yours faithfully,
GEORGE CLIFFORD.

15/11/10.

M 1.

[*See following pages.*]

Abstract received in Wellington

175/04

NEW ZEALAND.

Treasury Voucher No. 391

The New Zealand Government.

Department or Service:

Departmental No.

Dr to Alexander Lawrence Wilson

No. of Authority.	Date of Service or Supply.	Particulars in full.	Sub-voucher No.	Amount. £	s.	d.
	1903 Decr.	Re Flaxbourne Estate To Special Inspection and valuation of the Flaxbourne Estate, Marlborough, and preparing confidential report for information of Counsel engaged for the Crown re the Compensation Case "Clifford V "The King" in regard to the taking of the Land for subdivision and settlement under the Land Purchase Acts as per Agreement One hundred and Sixty five pounds	115	165	0	0

22/5/04

Signature of Claimant: A. L. Wilson

Address of Claimant: Wellington Macdonald Wilson & Co

Total .... £ 165 0 0

Note.—The following instructions contained in "The Treasury Regulations" must be strictly adhered to. If the Claimant desires payment to be made to an Agent he must sign the special order indorsed hereon. The Claimant must also take care that his address is CORRECTLY AND LEGIBLY WRITTEN, as the cheque for payment will be sent by post to the address given; if the address is not so stated, the abstract will be returned for amendment before payment. The name of the officer appointed to countersign the cheque, and the branch of the Bank of New Zealand on which the cheque is to be drawn, should be stated in the space provided in the form of receipt at foot. (See sections 57 and 64.)

See directions indorsed.

I certify that, to the best of my knowledge and belief, the foregoing account is true and correct in every particular; that the charge is reasonable; and that it is in accordance with agreement with the claimant

E. Tregear
Counsel for the Crown
(Signature of officer authorised to certify.)

To be charged to LAND FOR SETTLEMENTS ACCOUNT.

1904 Vote No. _____ Item No. "Telephone" Estate)

(Approval Stamp.)

APPROVED

_____, Under-Secretary.

Note.—The spaces enclosed by a line are to be left open for numbers to be filled in in the Treasury.

Entered in folio 37/34 Treasury Books.

Received from the Paymaster-General, by cheque No. 7023, on Wellington countersigned this 15 day of April, 1904, by C. E. Chilton Esquire, the sum of One Hundred & Sixty Five pounds shillings and pence sterling, in full payment of the above account.

A. L. Wilson

Fourteenth Form—Abstract of Contingencies. Regulations 42, 60, 83, and 93.]

104

Abstract received in Wellington, _____

_____ , NEW ZEALAND.

TREASURY VOUCHER No.

THE NEW ZEALAND GOVERNMENT,

Department or Service: _____ DEPARTMENTAL No. _____

Dr. to T. Crosse, Woodland, Hastings. H.B.

No. of Authority.	Date of Service or Supply.	Particulars in full.	Sub-voucher No.	Amount. £	s.	d.
	190 .					
	1905	To fees as Assessor in the above Case (Flaxbourne)				
	March 24/6	Attending at Wn in conference with Dr Findlay specially as requested 3 days				
	March 31st					
	April 1/11	Inspectg Estt 9 days				
	April 11/9	Sitting as Assessor in Comp. Court 8 days @ £10.10/- as per Award				
	May 2/12	Attending Premier at Wn in conferce re subdivision 3 days				
		Engaged in advising as to & devising fresh subdivision of Estt in settmt purposes 7 days =				
		30 days @ £10.10/-		£315.	0.	0
	April 10	Motel exs Seddon		4.	1	0
	19	" " Blenheim		3.	10.	0

M 1.

No. 105819	Name of Depositor of Club, or Friendly Society, Penny Bank, &c.	Horomona Watarauhi Matakana

This Book must be produced whenever any Money is deposited or withdrawn.

Date of Deposit or Withdrawal.	Amount in Words.	Amount of Deposit. £ s. d.	Amount of Withdrawal. £ s. d.	Officer's Signature.	The Dated Stamp of the Office to be affixed against each entry.
	Brought forward ...	103 7 11			(Stamp.)
July 24	Thirteen pounds	13 - -			(Stamp.)
June 11	Three pounds		3 - -		(Stamp.)
July 30	Ten pounds		10 - -		(Stamp.)
Oct 7	Five pounds	3 3 10	10 11 9		(Stamp.)
		119 11 9	119 11 9		
Mch 8	Fifteen pds	101 11 9	15 - -		(Stamp.)
June 10	Three pounds		3 - -		(Stamp.)
		3 9	86 12 1		(Stamp.)
		104 12 6	104 12 6		
	6	86 12 6			(Stamp.)
	Carried forward ... £				

[*To face p. 248.*

N 1.

Keritoke te Ahu, Huntly. Wellington, 2nd August, 1904.
TUKUA mai te pitihana me nga moni, kei tureiti.—H. KAIHAU.

Keritoke te Ahu, Huntly.
SEND me the petition and the money, lest it be too late.—H. KAIHAU.

O 1.

RECEIVED one Registered Letter addressed as under, viz.—

No. 5169. H. Kaihau, M.H.R., Wellington. Date stamp.

From. Signature of Registering Officer.

Name: Keritoke te Ahu. M.
Address: Hly.

P 1.

Keritoke te Ahu, Huntly. Wellington, 12th August, 1904.
E PAI ana tukua mai kia tere.—H. KAIHAU.

Keritoke te Ahu, Huntly.
VERY well; send it to me speedily.—H. KAIHAU.

Q 1.

Keritoke te Ahu, Huntly. Wellington, 17th August, 1904.
KUA tae mai te pitihana me te moni.—H. KAIHAU.

Keritoke te Ahu, Huntly.
THE petition has arrived, and the money.—H. KAIHAU.

R 1.

Keritoke te Ahu, Huntly. Wellington, 11th October, 1904.
KUA paahitia ta koutou pitihana e te komiti engari kote hanganga ite rarange mote ture kei muri ana tae kite taima ote pire horoi tukua mai kia rima pauna mote mahinga ite ture kia tere mai.
KAIHAU.

Keritoke te Ahu, Huntly.
YOUR [plural "your"] petition has been passed by the Committee, but the making of the clause for the Act remains until the time of the Washing-up Bill is reached. Send me five pounds for the working [*or* making] of the Act. [Send it] speedily.
KAIHAU.

S 1.

RECEIVED one Registered Letter addressed as under, viz.—

No. 1081. H. Kaihau, M.H.R., Wellington. Date stamp.

From. Signature of Registering Officer.

Name: Whiri Himiona. M.
Address: Huntly.

T 1.

Keritoke te Ahu, Huntly. Wellington, 26th October, 1904.
KAORE ano te moni kia tae mai i kiia mai nei e koe i roto ito waea kua tukua mai tukua tonutia mai itenei wiki utua mai.
H. KAIHAU.

Keritoke te Ahu, Huntly.
THE money has not yet arrived which you told me in your wire you had sent me. Send it immediately, during this week. Reply.
H. KAIHAU.

U 1.

A. Ngata, M.P.
PATAI: Koi nei ra nei ture mema o te Paremete me utu nga pitihana e haria atu ana ete mema Paremete utua mai. Riparai. KERITOKE.

A. Ngata, M.P.
QUESTION: Is it the law regarding members of Parliament that payment must be made for petitions which are taken there by a member of Parliament. Reply. KERITOKE.

V 1.

Keritoke. Wellington, 15th September, 1908.
TENEI te waea. Kaore tika kia utua mema Paremata mo nga pitihana.—A. NGATA.

Keritoke, Huntly.
YOUR wire received. It is not right to pay members of Parliament for petitions.
A. NGATA.

W 1.

STATEMENT SHOWING COMPULSORY ACQUISITION OF ESTATES BY THE GOVERNMENT UNDER THE LAND FOR SETTLEMENTS ACTS.

Estate.	Price paid. £	Price asked. £	s.	d.	
Ardgowan	34,600	45,890	0	0	
Hatuma	141,393	228,590	0	0	
Kumeroa	29,092	37,390	0	0	
Forest Gate	48,521	55,574	3	9	
Argyll	142,262	184,998	0	0	
Matamata	127,515	157,717	0	0	
Lindsay	95,369	115,878	5	4	
Flaxbourne	181,675	410,000	0	0	First claim, for 56,155 acres.
		335,000	0	0	Second claim, for 45,811 acres.
Waimana	18,592	23,655	5	0	
Tawaha	34,133	72,100	0	0	
Te Arai	113,949	131,229	0	0	
Culverden	121,231	162,637	0	0	
Carrington	39,310	79,900	0	0	
Totals	£1,127,642	£1,705,558	14	1	Including Flaxbourne first claim.
		£1,630,558	14	1	Including Flaxbourne second claim.
		£1,127,642	0	0	
		£502,916	14	1	in favour of country as against the prices claimed by owners.

Wellington, 22nd November, 1910. J. G. WARD.

X 1.

1. SIR JOSEPH WARD submitted request for payment for services as assessor in the Flaxbourne arbitration case of the Hon. T. K. Macdonald, based on a payment of between £500 and £600 which Mr. Macdonald stated had been paid by the Cliffords for their assessor in the same case. Mr. Macdonald urged that as assessor he had saved the country £30,000.

Sir Joseph Ward minuted the request as follows:—

"For Cabinet: I have already personally declined this to Mr. Macdonald, as there is no record of any arrangement with the late Mr. Seddon.

"(Sgd.) "J. G. WARD.
"20/5/1908."

In Cabinet. 23rd May, 1908.
Decline payment.
(Sgd.) J. F. ANDREWS,
Acting-Secretary.

I hereby certify that the above is a true copy of the Cabinet minute in connection with the claim, Flaxbourne Estate. J. F. ANDREWS,
Secretary to the Cabinet.

By Authority: JOHN MACKAY, Government Printer, Wellington.—1910.