

10. Has the Government affirmed that there is anything due to you?—Yes, I think so; but I could not state what. *Mr. E. T. Brisenden.*

11. Can you state what is your claim?—Over and above the £800 for which I have been sued, my credits would amount to £2,000 odd.

Oct. 24, 1877.

12. Have you received any offer from the Government to pay you what they considered to be due?—A few days after my dismissal, Mr. Gill, of the Native Office, made a certain offer so far as my commissions were concerned, and I was prepared to accept that; but, as nothing was done in the matter, I withdrew that offer. In connection with my land purchasing, I may say that at the time of my dismissal I had negotiated for 547,000 acres of land. In respect to 95,000 acres, it had not been surveyed when I was called away to Wellington; and 200,000 acres were not quite completed. All expenses had, however, been gone to in connection with the purchase of these lands, and I consider I have a very good right to be paid those expenses. The bargain made was that I was to get 2d. per acre on all lands purchased.

13. Your arrangement was that you were to get 2d. per acre on all land purchased and expenses incurred?—No; 2d. covered everything. I had my own interpreter and agents, and provided all for the 2d. per acre.

14. That being the case, do the Government object to pay you 2d. per acre?—Yes; they object to do that. They have reduced it in some cases to 1d., and for the purchases not quite finished and for the unsurveyed land nothing is allowed.

15. This account shows a balance of £2,228 4s. 2d., and that is the amount you claim?—Yes.

16. Is that besides the £800?—That is embodied in the account.

17. *Mr. Rees.*] When was that account rendered?—Eighteen months ago, in Auckland, to Sir Donald McLean.

18. *Mr. Montgomery.*] Did you get any letters of instruction?—Yes; they are on the table; and you will see that all I did was done with the consent and wishes of the Native Minister.

19. Was there any fresh engagement when you assumed the duties of a land-purchase agent?—It was understood I was to have a commission, but it was not then fixed. I was to continue to act as political agent.

20. How was it understood? Was there any express understanding?—Yes, there was an express understanding. You will see that by the letters on the table.

21. Did Sir Donald McLean say you were to have a commission?—Yes, that was quite understood; but the amount was not definitely fixed for some months, and until I had purchased a great deal of land.

22. You had received payment for your previous services?—Yes, for my services previous to my land-purchase operations.

23. The account showing the value of these services would be found in the Treasury I presume?—Yes; I have not gone back so far. I have only gone into my land-purchase transactions, because I was paid up to the time I commenced land purchasing.

24. When was the last occasion on which you received money?—In 1875.

25. When did the three guineas a day stop?—When I commenced land purchasing.

26. Are there any documents in existence respecting that?—The different letters from the Native Minister state that I was to receive 2d. per acre commission on all lands purchased by me instead of a salary.

27. The salary stopped at a certain time, and you then went on commission?—Yes.

28. Do the letters show that?—I think so.

29. You said you had expended all that was necessary to purchase some 500,000 acres. What was the nature of that expenditure?—Preliminary expenses of getting the Natives together, and paying agents whom I had in different parts of the country. At last I was told to complete my work very speedily. I did so, and of course it was attended with greater relative expense, because of the increased number of interpreters and agents required.

30. What were the duties of these persons?—To open up negotiations, and make rough terms to be further arranged when I arrived. I was working over a very large district, extending from Auckland to the North Cape on both coasts.

31. And you paid that money out of your own pocket?—Yes.

32. *Mr. Reid.*] I understood the original arrangement was that you were to act as a political agent?—Yes.

33. What was the date of that?—1873. It went on for about five months.

34. Then you were put on commission to purchase land?—I went on drawing salary, but it was understood that I was to have commission, and that my salary would be stopped from the commencement of the land purchasing.

35. And you complain you have not been paid for the land you purchased?—Yes.

36. Was the nature of the agreement as to land purchasing such that you would not be paid except for land purchased?—Yes.

37. Have you been paid for purchases actually completed?—I have not.

38. You have handed over the title to this land to the Government, and have not been paid?—Yes; a large quantity.

39. There is some dispute about land not handed over by you?—Yes.

40. According to your arrangement it was understood, was it not, that unless land were actually handed over you would not be paid for it?—Yes; but it was not stipulated that I should be summarily dismissed and my work stopped. I had paid all preliminary expenses in connection with 200,000 acres, and the work was nearly complete when I was dismissed.

41. You were summarily dismissed?—Yes.

42. Before you had time to complete the purchases?—Yes.

43. Was any reason given for your dismissal?—No reason in respect to land-purchase transactions, but it was in consequence of my action in connection with the Ohinemuri miners' rights. Sir