

WILLIAM HIGGINS, further examined.

778. *The Chairman.*] Is your memory better than it was yesterday?—Yes; I was greatly bothered yesterday.

779. When did you sign the agreement that was produced yesterday?—Now I come to recollect, I signed it a few months ago.

780. But some agreement was entered into two years and a half ago?—Not that I am aware of. I made no terms.

781. Well, before this agreement was signed, the firm's sheep had been running on the land, and they had been advancing money to you, and was there no agreement of any kind, either in words or writing?—No.

782. Who was present when you signed the agreement?—Duncan Smith.

783. Any one else?—No.

784. Was Humphreys not there?—No.

785. Then, if his name appears as a witness, it would appear wrongfully?—I declare he was not there.

786. *Mr. J. McKenzie.*] How much money do you owe to the firm now, for which you have given a promissory note?—I can hardly say exactly. I think about £100. I had sufficient money of my own to carry on, all except the instalments.

787. When did you sign the first promissory note?—As near as I can tell, about four months ago.

788. Was that when you signed the agreement?—I believe so.

789. You never signed a promissory note before that?—No.

790. How many instalments have been paid?—Three yearly instalments.

791. That is about £66 a year?—Yes.

792. How can you reconcile the statement that you have had £100 advanced at times on promissory notes with the statement that you had no agreement with the firm before May last?—I signed the first promissory note then.

793. But when was the first money advanced to you?—I think about two years ago.

794. Well, was there no agreement made then?—No.

795. The firm advanced money, their sheep were running on the ground, and yet there was no agreement?—Mr. Pogson knew me perfectly well, and had no doubt that I would repay him.

796. You were to pay the firm back, but there was no agreement?—No; they trusted to my honesty.

797. Then, for two years before May last, though the firm's sheep were running on your land, you had no agreement with them, either verbally or in writing?—No.

798. How much money have you spent of your own?—About £300.

799. And about £100 of the firm's?—Yes.

800. Then you give them for the use of £100 the whole grazing rights over land on which you have spent £400?—Yes.

801. And you get nothing at all for your own money?—Not as yet.

802. Are you prepared to state on oath that you had no arrangement, either in writing or verbally, with the firm of Gellibrand and Co., or with any person on their behalf, to the effect that, if the said firm assisted you to purchase the land and paid your instalments, you would allow them to graze their sheep on the land?—There was no agreement before I purchased the land with any one.

803. Then any arrangement whatever made has been made since?—Yes.

804. On what terms did Pogson advance you £100, a portion of which you had two years ago?—I asked him for the money, and he lent it to me without any arrangement.

805. And the sheep were then running on the land, and had been since you bought it?—Yes.

806. *Mr. Stevens.*] Do you mean to tell the Committee you have been living beside Mr. Pogson for three and a half years, and that it was only on the 9th May last you made the first agreement of any kind for allowing his sheep to run on the land?—Yes.

807. Then he had the free use of the land for three years without any arrangement whatever?—Yes.

808. Then, in return for the use of £100 lent you by Pogson, you for three years gave him the use of the land, which might be equivalent to £50 a year?—Yes.

809. *Major Harris.*] Who paid the first instalment?—I did.

810. And Mr. Pogson has paid all the instalments since?—Yes.

811. Without any arrangement at all?—Yes.

812. *Mr. J. McKenzie.*] That would leave you in debt to the firm £132?—I cannot say exactly how much.

813. *Hon. Mr. Rolleston.*] Did Mr. Pogson proffer the loan of the money to you first of all?—No. I went and asked him.

814. *Major Harris.*] Mr. Pogson paid the second instalment?—Yes; through Mr. Cargill, my agent.

815. *Mr. J. W. Thomson.*] Do I understand that you borrowed money from Mr. Pogson for other purposes than the instalments?—Yes.

816. But you say you only owe him about £100, and the instalments alone for two years would be £132?—I do not know exactly how much I owe him.

817. Are you prepared to state on oath that you have made no arrangement with the firm, or with any person, as to conveying the land to them on some future occasion?—I had no agreement before the sale with anybody.

818. Have you had any such agreement since?—No; only the one produced here.