

384. Well, you cannot verify the statement of Sievwright that £500 was paid to Mr. Reid as commission?—No, I cannot. My impression was that it was thought Pym's continuing to act might create embarrassments with other agents, who, I understood, were acting for the vendors. I objected to Mr. Pym being paid by ourselves, and wished that his commission should be thrown upon the vendors. I suppose that created a jealousy. I dare say that if Mr. Pym had not been a connection of mine I should not have been so stiff in insisting on the vendors paying him, because, as I have said, I think it quite reasonable that when a person is making a large purchase he should employ an agent to get all the information he can, and pay him himself, so that his interest should be entirely with the purchaser.

385. Had you known that Mr. Reid was to obtain this £500 commission, would you still have given Mr. Luckie the same authority to pay the $1\frac{1}{4}$ per cent. to Mr. Pym?—I did not give Mr. Luckie authority to pay the $1\frac{1}{4}$ per cent.; and I had no knowledge whatever of Mr. Reid in the matter.

386. Would you have given him authority?—The fact was simply this: The Premier said that Mr. Pym was entitled to be paid this amount, for which amount, to my mind, he might prefer a claim. I therefore said that I would not sanction the completion of the transaction until the vendors had agreed to pay Mr. Pym his commission. When Mr. Luckie reported that he had obtained from the vendors the 1 per cent. to Mr. Pym, I then considered that I was bound to authorize the payment of the other $\frac{1}{4}$, as it was established that Mr. Pym was entitled to it. My telegram, already read, of the 25th December, explains my views.

387. And you were not aware at that time that Sievwright and Stout intended, as your agents, to pay Reid £500 commission on this purchase?—As our agents to pay Reid! Certainly not; nor am I now aware of it. I was never conscious of any agent being employed, except so far as you consider Pym was employed. My idea of the matter is this: There was a large family-circle interested in this property, some of whom were engaged in the business of agents; and if Mr. Reid was paid, as you say, Mr. Sievwright must have obtained their consent to letting Reid have the commission. Mr. Hepburn, an auctioneer, was also, I believe, interested in it. I did not authorize Mr. Sievwright to pay anything on our account.

388. You do not know, as a matter of fact, that Sievwright reports that he did pay the £500 to Mr. Reid?—No, I do not.

389. But would you not have hesitated to deal in the way this commission was dealt with if you had known that £500 was to be paid to another agent?—In my opinion Mr. Pym richly earned his commission. I think it would have been cowardly on my part to have refused to take the responsibility of paying the whole if it had been necessary. Whatever may have been done by others, Mr. Pym was certainly entitled to a commission; but, as he was a connection of mine, I never expressed an opinion until now—I left the matter to be dealt with by my colleague. I do not think I could have done anything else when the Premier had minuted that he should be paid.

390. That would have been a double commission, would it not?—I knew of no other commission.

391. Would you have done that had you known those circumstances?—I am not now acquainted with the circumstances to which you refer, and I cannot reply to hypothetical questions.

392. I ask you whether you do not think your agents ought to have put you in possession of those facts?—I practically left the matter in the hands of the Premier.

393. And the price you understood to be payable to the vendors for the property was £35,500?—Yes.

394. *Mr. Stewart.*] Did you notice in Mr. Luckie's telegram that he stated Mr. Pym would be satisfied with the 1 per cent.?—Yes.

395. If Mr. Pym was satisfied with the 1 per cent. for what he had done, why did you recommend him to get this quarter extra?—I thought he was entitled to it, and that he should have it.

396. What services did he render—what did you understand he had done for his commission?—I understood that he had brought the property under our notice, highly recommended it, and acted afterwards in the way the solicitors directed him. Mr. Luckie said he was richly entitled to it. I refused to entertain it until the Premier had also said so. He stated that he did not know but Mr. Pym could claim it at law. As I did not wish to leave any unsettled claim open, I deemed it necessary to have it settled. I think I could show you from the papers that Mr. Luckie did afterwards state that Mr. Pym became dissatisfied.

397. What I gather from the evidence is this: That Mr. Luckie had ascertained from Mr. Pym that he was satisfied with the 1 per cent. commission; but, on communicating with you, and shortly after he heard from you in reply, he learned from Mr. Pym that he was dissatisfied?—There was no communication between me and Pym. It is difficult to tell what feelings one had at the time, but I probably conjectured that he would not continue contented with less than he considered himself entitled to. I refer you to my telegram to show that I thought he was entitled to the percentage that the Premier had certified he was entitled to. I do not know what Mr. Luckie's evidence has been. Mr. Luckie simply telegraphed that "he will be content," which seemed to me rather to mean that he thought he would be—that it was a supposition rather than that he had ascertained it.

398. All the recommendations to purchase this property were by the telegrams produced? Were there any recommendations outside these?—No.

399. *Mr. Montgomery.*] Was the telegram from Pym to the effect that the property could be purchased for £37,000?—That is the price that was first mentioned.

400. Was that the only price Pym mentioned that the property could be purchased for?—That is the only one of which I have any recollection.

401. Then, if it were generally well known that the property could be purchased for £35,000,