

alleged promise made by the Government at the time of its construction?—There was a promise made by the Provincial Government. It is all in the Votes and Proceedings of the Otago Provincial Council for the year 1875. You will see it all there.

78. What was your position: were you in the Provincial Council at the time?—Yes.

79. Were you Secretary of the province?—I forget whether I was in office then or not.

80. You will see on page 196 where the station was to have been?—But the proposition fell through and we renewed it again. There was an original company: the new company bought up its interest with the intention of working it. We made application to see if we could not get a site. I saw Mr. Vogel at the time, and we went to see Mr. McKerrow. The place which he pointed out was not in a position that would be of any use to us as a site. The alteration of the main line has altered the position we used to run to altogether. If we could have had the site which we originally expected to have had, we might have run there and done a profitable business; but the Government have taken up all the reclaimed land up to the spot where we made application to have the station. The company expected to get that, otherwise they would not have constructed the line. I can give you no further evidence than what is on record in these Votes and Proceedings.

81. *The Chairman.*] As to the site they were to have in Dunedin, is there an agreement respecting that?—There is. It is contained in this [book]. There is a final letter from Mr. Donald Reid, Provincial Secretary.

82. *Mr. Montgomery.*] What happened?—We never got it; that is what happened.

83. You say you never got that?—No; the Government wanted this identical land. All that portion near Rattray Street was wanted for the General Government line.

84. *Mr. Gore:* There were some 68½ acres.

85. *Mr. Montgomery:* When you formed the Ocean Beach Company the terminus was farther down towards Princes Street than what it is now.

86. *The Chairman.*] Now it is in Crawford Street?—Yes; it did not suit then, but it would suit us now if we could get a site there. But the Government has monopolized the whole area where we were to have the station.

87. *Mr. Montgomery.*] Did the Government take up the ground on which your site was?—They took the ground that was promised; they have taken about 60 acres altogether.

88. Did they take away the ground on which the terminus was?—Yes.

89. And applied it for general purposes?—Yes, they applied it for general purposes; we ran into Dunedin old station.

90. Did they give you separate accommodation?—We have no separate accommodation. We can have no ground that they can give us on which we could make a separate and distinct station for ourselves.

91. If you ran into the Government station, would you be prejudiced by letting the old ground?—We could not interfere with their working it; to run it ourselves we should be likely to interfere with their regulations. As far as the old site is concerned they have appropriated it for other purposes. It is thrown open as vacant land, which they are going to plant with trees.

92. *Mr. Gore.*] Am I correct in saying that the old railway station is turned into a reserve, and the new station is removed back: that the Government have taken up the land?—Yes.

93. *Mr. Montgomery.*] What is the grievance of the company: is not the terminus good enough for them?—Yes; but they would not allow us to run in.

94. Is that the grievance?—We have offered to sell to the Government because they have facilities that we have not. They have a station. When we use it on race-days they charge us so heavily. Mr. Maxwell thinks it is not excessive; we think it is. We think this is a property they could easily work. We are offering it at a very low price. There is a good bit of freehold land in connection with it.

95. If you were allowed to run into the Government station you would not be prejudiced?—No; if we were allowed all requisite facilities, but it is hardly to be expected that the Government would allow us.

96. Have you an agreement in respect to the number of trains to be run, and, if so, has that agreement been complied with?—We have not been running at all for a long time.

97. Has the contract on the part of the company been fulfilled in regard to the exactness of the conditions?—I do not know whether there were conditions to run trains at stated times.

98. You are not aware whether they have fulfilled all the conditions of their contract or agreement?—No; I do not know.

99. One of the conditions was that there should be certain trains run?—I am not aware whether that condition was imposed or not. I know it generally is imposed. If it was imposed in this case it has not been fulfilled.

100. If such conditions were in the agreement they have not been fulfilled?—They have not been fulfilled.

101. *Mr. Gore.*] When the line was first completed, do you know from your own knowledge how trains were run then?—They ran constantly.

102. You say they ran regularly?—Yes; there were two trains every hour when the line was first started up to the time this alteration took place.

103. Can you tell the reason of the trains stopping?—It was this difficulty about the station-site.

104. *Dr. Newman.*] Does the Ocean Beach tramway interfere with the profits of the line?—I am a director of the city tramways. No, I think not; the Ocean Beach Railway takes people to the entrance to the grand stand.

105. I am speaking of ordinary times, apart from all special days?—In summer the tramways are induced to take passenger-traffic. That is a great rendezvous. I have seen on holidays a large number of children and others there.