day of August, 1879, your petitioner with two other persons was appointed Agent for raising the loan under that Act, and as such Agent he, with the other Agents, made and carried out all arrangements for the raising of the Five-million Loan, the Bank of England being authorised to receive tenders for the said Five-million Loan more than one month after the receipt by your petitioner of the said cablegram of the 10th day of November, 1879.

9. That, at the time when the said cablegram of the 10th day of November, 1879, was despatched by the Government of the said Colony of New Zealand, the commissions and percentages upon the raising and conversion of the said Five-million Loan were, as far as could possibly be foretold, the only source from which, for many years to come, any profit could be derived from the appointment of your petitioner as Agent; and your petitioner understood and alleges that your Majesty's Government of the colony led and intended to lead him to understand that he should be paid by and receive from your Majesty such commissions and percentages; and your petitioner acted upon such belief and understanding.

10. That one of the Agents associated with your petitioner in floating the said loan was Sir Penrose Goodchild Julyan, who stipulated, immediately before the said loan was floated, that before he lent his aid to the floating of the said loan the payment for his services should be fixed; and the amount of the said payment was accordingly fixed, but without any express sanction of your Majesty's said Government, and was subsequently paid by your Majesty's said Government as a matter of course.

11. That your petitioner, relying on the understanding aforesaid, did not consider it necessary for him to join with the said Sir Penrose Goodchild Julyan in specially stipulating for payment of his services previously to the issue of the Five-million Loan.

12. That your petitioner resigned the office of Agent-General for the said Colony of New Zealand on the 8th day of October, 1880, and in the month of November, 1880, Sir Francis Dillon Bell was appointed to be Agent-General in the place of your petitioner from the date when he should take over the duties of the said Agent-Generalship, and the said Sir Francis Dillon Bell did take over the said duties on the 18th day of February, 1881.

13. That during the whole time after the appointment of the 17th day of April, 1879, and again during the whole time after the receipt of the said cablegram of the 10th day of November, 1879, and again during the whole time after the receipt of the new appointment as Agent under the said Act of 1877, and again during the whole time after the said Sir Francis Dillon Bell had assumed the office of Agent-General until the month of July, 1881, your petitioner continued to act as Agent for the conversion of stock under the said Act of 1877, and very large amounts of stock were converted, including the whole of the Five-million Loan.

14. That on the 17th day of June, 1881, the commission of all the Agents under the said Act of 1877 was revoked; and on the 23rd day of September, 1881, "The New Zealand Consolidated Stock Act 1877 Amendment Act, 1881," was passed, whereby provision was made for the appointment of two Agents under the said "New Zealand Consolidated Loan Act 1877," in the place of three as theretofore.

15. That a new commission to two Agents under the said Act was issued on the 6th day of November, 1881, giving the new Agents the same powers as the Agents had theretofore had; and your Majesty's Government of the colony did not include your petitioner in such new commission.

16. That the said revocation of your petitioners appointment as one of the Agents under the said Act of 1877 was a direct breach of the contract agreement and understanding between your Majesty's said Government and your petitioner, pursuant to and in part performance of which your petitioner had resigned the office of Agent-General of the colony.

17. That the said new appointment of Agents, excluding your petitioner, was a further breach of the said contract, agreement, and understanding.

18. That your Majesty's said Government of the colony has refused to pay to your petitioner any commission or percentage upon the amount of loans floated and converted by him as Agent before or after the 10th day of November, 1879, alleging as a reason that your petitioner, while holding the office of Agent-General, was not entitled to any remuneration for such services.

19. That, as to the period between the 10th day of November, 1879, and the 18th day of February, 1881, the petitioner alleges that he held the said office of Agent-General for the convenience of your Majesty's said Government; and that your Majesty's said Government contracted and agreed with your petitioner that he should receive usual and reasonable percentages and commissions for his services rendered in the floating and conversions of loans, notwithstanding his nominal tenure of the office of Agent-General.

20. That, as to the period between the 18th day of February, 1881, and the 17th day of June, 1881, your petitioner did not then hold the office of Agent-General, and during that period he held the said appointment under the Act of 1877, and a large amount of loan, to wit £1,600,000, was converted and inscribed during that period by your petitioner under such appointment; yet your Majesty's Government has always refused and still refuses to pay your petitioner for such services.

21. Your petitioner claims to be entitled to receive from and claims from your Majesty,—

(1.) A percentage at the rate of $\frac{1}{8}$ per cent. upon all stock converted or inscribed between the 17th day of April, 1879, and the 17th day of June, 1881, or between the 10th day of November, 1879, and the 17th day of June, 1881; or,

(2.) In the alternative, and as part of or in substitution for, and not in addition to, the first claim, a commission at the rate of $\frac{1}{8}$ per cent. upon the amount of the Five-million Loan; or,

(3.) In the alternative, and not in addition to the first and second claims, a percentage at the rate of $\frac{1}{8}$ per cent. upon all stock converted or inscribed between the 18th day of February, 1881, and the 17th day of June, 1881; and