

153. *Mr. Macdonald.*] You say Ihaka was paid £75 and Love £100, making £175 for 6 acres. What was the date of completion?—The 16th February, 1892, and the Government have not paid progress-payment on it.

154. Is that all that has been bought?—That comprises the whole contract with the exception of Sections 4 and 5. We want to show why we have not purchased any other.

*The Chairman:* You will be quite in order now if you show a reason.

*Mr. Macdonald:* We should get from Mr. Kirk the progress-payments he has received.

*Mr. Kirk:* We have received progress-payment on Section 6.

155. *Mr. Macdonald.*] How much?—On account of Section 6, £540; on account of Section 1, £300; and on account of Section 2, £360.

156. *Mr. Baker.*] There is nothing on the papers to show when the £300 was paid?—As regards Section 3, we have asked for progress-payment under the contract, but have never received any answer.

157. *Mr. Macdonald.*] We have not yet got from you the amount per acre which you were to receive from the Government?—£81 was the average purchase-money we were to receive—£60 per acre as progress-payment, at the rate of 75 per cent. of such value on each title completed.

158. *Mr. Baker.*] You were paid £540 for Section 6: were you paid anything for Section 7, leasehold?—No; that will be transferred on final settlement. Have you any other question to ask before I go on, Mr. Baker?

159. By the terms of the Commission, the Commissioners are instructed to ascertain when the negotiations were opened up with the owners; when the amounts were paid to them, and to whom paid. We wish to get the dates?—I can supply you this afternoon with the exact dates, the amounts paid, and to whom.

160. At the time your letter of the 25th July was written you stated you had only an interest in Section 1 and the leasehold of Section 7?—Yes.

161. When did you obtain the title, or when did you purchase Section 1?—About twelve months before we were asked to purchase land for the range.

162. Then, you had no interest in Sections 2, 3, 4, 5, and 6?—No.

163. Had you at that time made any inquiries on what terms you could purchase these sections?—No; the only one in respect to which we had any idea of the amount we would have to pay was Mrs. Simeon's.

164. You had already acquired some lots in this gully?—Oh, yes; but outside of the area in this contract.

165. These 5 acres, amongst them which were acquired twelve months before you were asked to purchase for the Government?—Yes.

166. When you purchased this Section 1, had you purchased with any idea of selling it to the Government?—No.

167. You told Captain Humfrey, in your letter of the 20th August, you did not act as agents. That letter was written in answer to the inquiry of his letter?—Yes. We never at any time gave the Government to understand that we were acting in the capacity of agents. We were to be the medium to get the land; but I declined to be a Government agent.

168. You never wrote any other letter?—I do not think so.

169. Had you at that time told Captain Humfrey that your firm held an interest in any part of the land?—I think I had some conversation on the matter.

170. Do you think your letter of the 20th August would lead him to suppose that you were acting as agents only?—I should not think so. As I told you before, we would not act as agents, and have to account for every penny through the Audit Department. I could not, in the least, doubt what my position was.

171. I asked the question because, as far as I could understand, your letter of the 20th August it would not disclose that you were going to act only as vendors. Does it not say so? [Letter read. See Appendix No. 2.]

172. You go on with the transactions with Mrs. Simeon?—After completing the title to Section 2, the only parts left are Sections 3, 4, and 5.

173. *Mr. Macdonald.*] What is the acreage of 4 and 5?—10 acres 2 roods 33 perches.

*Mr. Macdonald:* That is, 36½ acres in all.

*Mr. Kirk:* On the 13th August, 1891, we wrote to the Under-Secretary. [Letter read. See Appendix No. 14A.]

174. *The Chairman.*] What date?—The 13th August, 1891. To that letter we have never received any answer to this day, so we could not complete the matter. If we had had an answer to that letter we would have endeavoured to carry out the contract. With regard to Sections 4 and 5, we have never had an answer to this day, though we have repeatedly asked for one.

175. Do you consider yourselves bound to complete that, or do you not?—Up to that time we were fully prepared to carry out the contract, and have done so, with the exception of Sections 4 and 5. The position became different when the Minister disclosed the transaction within the period in which we had to complete the contract.

176. *Mr. Baker.*] Your letter of the 13th August suggests that it is not necessary to purchase Sections 4 and 5?—I believe I was told by Colonel Hume that it was not necessary, and his officers, I understand, reported to the same effect.

177. Had you tried to secure the sections before writing that letter?—No; and, having no answer to this letter, it was impossible to say whether the Government wanted them or not.

178. Do you still consider it was not necessary?—I am a Volunteer officer, and a practical shooting-man, and do not consider it advisable to pay nearly £1,000 extra to purchase these sections. Until the road is opened up the short range is perfectly safe.

179. Would this prevent the short range being used?—It is entirely a matter of opinion. I know men of experience think that more land will be required when that track is opened up.