

The Minister is also of opinion that the period for the acquirement of the land should be more clearly defined, and that the limit should be one year; and, if it was found a further extension of time was required, the circumstances under which such extension was demanded should, after due consideration, be approved or otherwise by him.

Before any definite agreement is concluded, I think it should be clearly defined in what capacity your firm acts with regard to this purchase, as your letter of the 20th ultimo has so far traversed the question as to make it uncertain whether you are to be considered as agents for the Government in the matter or principals with whom the Government are dealing; in the former case the interest of the Government in every way would, of course, be protected by you; in the latter it might be desirable that a formal agreement should be executed which would be of such a nature as to absolve the Minister from any action which might hereafter be taken should any question arise with regard to the necessity or otherwise of the land being attained.

I have, &c.,
C. A. HUMFREY,
Colonel, Under-Secretary, Defence.

Messrs. Kirk and Atkinson, solicitors, &c., Wellington.

No. 6.

Messrs. KIRK AND ATKINSON to the UNDER-SECRETARY for DEFENCE.

SIR,—

Wellington, 12th September, 1890.

We have the honour to acknowledge receipt of your letter of yesterday's date (M. and V. 90/1215, No. 826).

We have to inform you that we now agree to the alterations and modifications of the proposals contained in our letter of the 20th August, which the Hon. the Defence Minister has suggested in your letter under reply.

The last paragraph of your letter, however, suggests that our relations towards the Minister in the matter had better be more clearly defined. Our position is that we are to be treated as principal vendors, the relations of that position being only modified by the fact that we propose to effect direct transfers of the land to the Queen, and in taking these transfers to the Queen we act as solicitors for the parties.

Reviewing the whole agreement as now contained in the two letters—ours of the 20th August and yours of the 11th September—it has occurred to us that it would be more consistent with the relations which we have explained as existing between us if we do not draw money on account of the purchase as we may require it, and as provided in our former letter, and not reviewed by the Hon. the Minister.

As principal vendors we are prepared to find the money required for purchasing from the Natives and others, and would only stipulate that on our certifying as solicitors acting in the matter that a transfer has been actually effected into the name of the Queen of any subdivision of the block we should be paid as vendors, on account of the purchase-money of £3,000, a part (say, 75 per cent.) of the proportionate price of the subdivision calculated on the average price per acre of the whole. The whole acreage to be purchased is (exclusive of leasehold Section 7) slightly over 37 acres. This, at £3,000, is at the rate of £81 per acre, and the payment on account which we would ask for is £60 per acre on the land actually transferred to the Queen, the balance being paid on completion of the last transfer.

We think this the fairer course, and one to which no objection can be taken. We shall be glad to hear from you as soon as possible that our view of the case meets with your approval.

We have, &c.,

The Under-Secretary, Defence Department, Wellington.

KIRK AND ATKINSON.

No. 7.

MEMORANDUM from the UNDER-SECRETARY for DEFENCE to the MINISTER of DEFENCE.

Hon. Defence Minister.

THE Polhill rifle-range, which is a Native reserve, and leased by Government, is being gradually sold by the Native owners, and I strongly recommend that immediate steps be taken to acquire the land on behalf of Government, as there is no other place in or about Wellington which in any way compares to it as a rifle-range, and the paddocks attached are invaluable for turning out dray- and police-horses.

I have been in communication with Messrs. Kirk and Atkinson, who for the sum of £3,000 guarantee to purchase about 37 acres, including with above amount all charges, commission, &c., and I recommend the offer being accepted.

As no vote can be taken for the purchase the amount will have to be charged against "Unauthorised."

15th September, 1890.

C. A. HUMFREY.

No. 8.

THE UNDER-SECRETARY for DEFENCE to MESSRS. KIRK AND ATKINSON.

GENTLEMEN,—

19th September, 1892.

I have the honour to acknowledge the receipt of your letter of the 12th instant, setting forth the conditions on which you undertake, on behalf of the Government, to purchase certain land situated in Polhill Gully, Wellington, for the use of the Volunteers as a rifle-range. In reply, I am directed by the Hon. the Defence Minister to inform you the conditions noted are approved, and he trusts you will complete the business with as little delay as possible.

I have, &c.,
C. A. HUMFREY,
Colonel, Under-Secretary, Defence.

Messrs. Kirk and Atkinson, solicitors, &c., Wellington.