

money for the part purchase of this block being paid to you on Friday last you will at once return the same in order that it may be lodged in the Treasury until the suit is decided. An immediate reply to this letter is requested.

I have, &c.,

Messrs. Kirk and Atkinson.

A. HUME, Lieut.-Colonel,
The Acting Under-Secretary of Defence.

No. 14B.

MESSRS. KIRK AND ATKINSON to the UNDER-SECRETARY of DEFENCE.

Polhill Gully Rifle-range Purchase.

SIR,—

Wellington, 13th August, 1891.

Referring to Mr. Kirk's interview with you yesterday, we have now the honour to submit our views of this matter in writing.

When the purchase-contract was being concluded we expressed an opinion that the department was acquiring more land than was necessary for all reasonable purposes for the two rifle-ranges.

It seemed to us that the acquisition of Sections 4 and 5, containing together 10 acres 2 roods 33 perches, lying away to the left of the short range, would not benefit the department to any degree commensurate to the large additional outlay involved, and we offered to reduce the total cost proportionately if the office chose to exclude these blocks. The department, however, at that time thought otherwise, and the contract was concluded in its present form for £3,000.

We have purposely left the dealing with these least essential blocks to the last, but, having now completed the purchase of and handed over the titles to nearly all the other essential parts, we think it is a fitting time to again offer the department the opportunity of not including these large outlying blocks (which are high lands, far above and overlooking the short gully range), and reducing the whole purchase-money by the proportionate price—namely, £870.

The only other portion not yet purchased is at present the subject of litigation as to its ownership, but as soon as the suit is settled we shall be able to complete.

We should like to know your views on the matter at the earliest convenient date, as the time prescribed for the completion of the purchase will shortly expire.

The Under-Secretary of Defence.

We have, &c.,

KIRK AND ATKINSON.

No. 15.

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

SIR,—

Wellington, 24th August, 1891.

Replying to your letter of to-day's date (M. and V., No. 854), stating that a writ has been issued against the Attorney-General and another in respect of the Polhill Gully land, recently purchased by Her Majesty through us, and asking for the immediate return of the cheque paid to us on Friday last, we have the honour to state,—

1. That all the Polhill Gully lands purchased through us now vested in Her Majesty—viz., Subdivisions 1, 2, and 6 of Block X.V.A—are properly and absolutely vested in Her Majesty, as shown first by the District Land Registrar's certificates, and finally by the certificates of title themselves, which are now in possession of the department.

2. That the writ referred to is not intended to affect Her Majesty's title to these particular pieces of land referred to above, but, as we understand it, the Attorney-General has been joined as one of the defendants, as the plaintiff is claiming cancellation of the original grant for the purpose of having the plaintiff's name inserted therein in lieu of that of the other defendant; a reference to the Attorney-General, however, would make this clear.

3. With regard to the cheque, in view of our explanation, we do not suppose you will insist on the return of that money which under the terms of the agreement is ours, and which, of course, we must retain.

4. We would like to point out that the inference to be drawn from the statement made by the Hon. the Defence Minister to the House on Friday last (as reported in the papers) seems to imply that we had improperly received this money, and it has even been suggested to us, since the publication of this statement, that we have been trying to take advantage of the department. We cannot suppose that such a meaning was in any way intended to be implied, and, in view of the explanation, we trust the Defence Minister will, in justice to ourselves, be able to state that the matter is in order, and that the purport of the writ had been misunderstood.

We may add that we have long been aware of the dispute between the parties to the writ; particular reference was made to it in our letter to you of the 13th instant.

The Under-Secretary for Defence.

We have, &c.,

KIRK AND ATKINSON.

No. 16.

THE CROWN SOLICITOR to the Hon. the MINISTER of DEFENCE.

SIR,—

Panama Street, Wellington, 28th August, 1891.

In reference to my conversation with you as to this action (*Ihaka v. Love*), and the suggestion that the title of the Crown to land purchased was therein questioned, I have the honour to report that this is not the case. I have made inquiry of Messrs. Kirk and Atkinson, and they report that the following is the position:—

1. The above action does not affect Subdivision No. 2, which is the allotment transferred to the Crown, and in respect of which the payment has been made. Ihaka has no interest in this allotment.

2. With regard to other allotments in the Polhill Gully Block in which Ihaka has or claims any interest, Messrs. Kirk and Atkinson inform me that, as regards the one required for a rifle-range, they hold a contract to sell to the Crown, executed by him. If, therefore, he succeeds in the above action the result will facilitate the completion of the purchase instead of obstructing it.