

131. From some official of the Government?—It may have been Mr. Richardson.

132. You spoke of departmental errors in the scrip being corrected, in your evidence yesterday?—Yes.

133. What were those departmental errors?—Oh, I cannot now tell you.

134. How did you come to speak of them then?—Because the land-orders were stuck up for a time in the office at Christchurch, and owing to these errors, or omissions.

135. Had you any knowledge or information as to what those errors were?—No doubt they would send me some account of them at the time, but I have no record of what they were. You may depend upon it, if I had thought there was anything wrong, I would not have paid such a price for the scrip.

136. You do not mean to suggest that you got the whole of the scrip before buying them? Did you ascertain at the Land Office whether or not the errors were corrected, before you received the absolute transfer?—I bought them, relying on their validity. I sent them down to Canterbury to Mr. Murray, on the understanding that he had full opportunity of taking them to the Land Office, and finding out whether they were good or not, and whether they would be accepted or not. This he did. I then heard that technical objections were made by the Receiver and Commissioner in Christchurch, and I got very anxious, thinking that it would be very awkward if all that scrip were hung up through no fault of the receiver of them, or of mine, or of Mr. Murray. I therefore telegraphed to Wellington and Canterbury on the subject. I gathered that from Mr. Smith's evidence, but I had forgotten all about it. It appears that I telegraphed to the Commissioner of Crown Lands, and to the Land Department here, pointing out that it was very unfair to suspend the exercise of land-orders owing to these departmental errors, with the result that a limited time was given to put these errors right. The Land Office meanwhile held a marked cheque of Mr. John Murray's for the amount.

137. After the ruling of the Supreme Court, did you have any communication with the Hon. Mr. Richardson or with Mr. Elliott, the Under-Secretary for Lands?—Probably I had a conversation with the latter. I had a conversation with the Hon. Mr. Richardson.

138. Was that conversation in reference to the amount of scrip that could be exercised in the purchase of the Ellesmere lands?—Yes.

139. Was the opinion then expressed, probably by Mr. Richardson, that the Land Office had advertised the lands as Crown lands, and not under the Ellesmere Land Act—and that scrip could be taken for them?—I stated in my evidence, from memory, the reason given for accepting scrip.

140. You have nothing further to add?—No.

141. *Sir Robert Stout.*] Was that Ellesmere land bought at auction?—It was bought at auction.

142. When was the auction sale?—12th November, 1889.

*Mr. Smith:* 15th January, 1890, is the date brought to charge in the cash-book of the Receiver, but he had it in hand some time previously before he could decide whether the scrip were valid or not.

*Witness:* The sale was on the 12th of November. The payment of the balance was due within thirty days from that date. No doubt the tender of the scrip would be made in time, and Mr. John Murray's cheque paid in time.

143. *Sir Robert Stout.*] The point I wish explained is this: Was this scrip presented to the Commissioner before the 30th June, 1889? Is there any indorsement on the order, as required by the Act?

*Mr. Smith:* No, because no land scrip was issued until October.

144. *Sir Robert Stout.*] That is not correct; one was issued in July—Fairlie's scrip. Is there no indorsement in terms of the Act of 1888 on any of the scrip?

*Mr. Smith:* Yes.

145. *Sir Robert Stout.*] What scrip has that indorsement on it?

*Mr. Smith:* The indorsement is on the whole of them.

146. *Sir Robert Stout.*] The indorsement is not signed by the Commissioner, but by the Chief Clerk. Was any of this scrip issued before the 30th June?

*Mr. Smith:* I do not know when the original orders were issued.

147. *Sir John Hall* (to witness).] Did Mr. Baker make any demur to the acceptance of any scrip beyond £500 out of the Auckland Provincial District?—So far as I had any direct communication with Mr. Baker, and so far as my memory guides me, the only question that arose between him and me was the acceptance of scrip at all. That other point may have arisen afterwards when the scrip was tendered by Mr. Murray, and the amounts paid.

148. But, so far as you are aware, did Mr. Baker demur on the ground that the scrip could not be accepted, if beyond £500, outside the district?—He did not, so far as I remember.

149. *Mr. Wright.*] What consideration did you agree to allow Mr. Murray for exercising that scrip?—I did not agree to allow him any. Afterwards it turned out that he was willing to exercise it without any consideration, but I did allow him £50.

150. What percentage would that be on the amount?—About one and a-half per cent.

151. *Mr. Tanner.*] Did the *Gazette* notice advertising Crown land for sale invariably speak of it as offered under some special Act?—I cannot say; but, as far as my experience and memory guide me, it is not advertised under the provisions of any special Act.

152. Does the *Gazette* notice make no reference to a special Act? Would that invalidate a distinct enactment which limits the exercise of scrip to £500? (I am asking you this as a matter of opinion).—I should think not.

153. The question I ask you is: Whether, in your opinion, the *Gazette* notice, which makes reference to no special Act, invalidates a distinct legal enactment which restricts the exercise of scrip to £500?