

*Sir R. Stout* : He does not want *Hansard* to prove what he is going to say.

*Mr. Hutchison* : We may call the Hon. Mr. Richardson, who was Minister for Public Works, to state what the facts were as he here is reported to have stated them. He goes into detail to make comparisons and estimates of the traffic on the proposed railway.

*Sir C. LILLEY* : Is that to be traversed by evidence on the other side? Where are we going to stop? It is of no use stating any matter which cannot be received as evidence.

*Sir B. BURNSIDE* : I think if you are going to read a statement of a particular individual you must show that that was a statement made by a member of the Government, upon which statement the company contracted.

*Mr. Hutchison* : We do not proceed on that line at all. But, without mentioning who stated them or where they are to be found, it may be convenient for me to state the facts as I find them, and am instructed they can be proved to be.

*Sir R. Stout* : I understand there are eight different breaches alleged, and yet my learned friend has not handed them in at all. I understand he charges us with having broken the contract, and with having dealt with reserves and timber, and all the rest of it—well, what does it matter if there were millions of people on the West Coast, and what has that to do with the timber or the reserves—

*Mr. Hutchison* : It has to do with the value of the contract which we say has been broken.

*Sir R. Stout* : The question is, What have we done to you? If necessary, I can cite a case as to how damages are to be ascertained. There was a case in 1892—*Queen v.* . It is a case of damages for breach of contract. But surely it cannot be said that this sort of evidence as to the probable value of the line in the opinion of a Minister cannot be admitted.

*Sir B. BURNSIDE* : I presume Mr. Hutchison will read from the paper in his hand to show that So-and-so said so-and-so; but, when it comes to the question of making it evidence, we shall decide that fast enough.

*Mr. Hutchison* : I prefer not to pursue that question at present, as it probably may be dealt with more appropriately later on. To resume the subject-matter of my address, I would say that the proposals as to the railway were first introduced in 1885 to the notice of Mr. Thomas Salt, the chairman of the New Zealand Midland Railway Company, Limited, by Mr. H. Alan Scott, who was the delegate from the syndicate which entered into the contract of the 17th January of that year.

*Sir C. LILLEY* : We had better call that the Chrystall syndicate.

*Mr. Hutchison* : Mr. Salt will inform the Court that, after careful consideration, he was induced to believe the scheme a sound one. Sir F. Dillon Bell, the Agent-General of the colony, gave his assurance—

*Sir R. Stout* : I object to statements of the Agent-General being introduced unless he was authorised to make representations.

*Mr. Hutchison* : Sir F. Dillon Bell will be in the colony soon, and he will no doubt be prepared to give evidence as to that.

*Sir R. Stout* : You are not basing your claim on representations made.

*Mr. Hutchison* : I claim the right to recite facts or events which led up to the making of this contract, and the circumstances under which it was made; and surely interviews between the chairman of the company which was afterwards formed and the representative of the Executive of New Zealand in England, and in that respect the representative of the Queen, who is named as one of the parties to the contract, are material and relevant to this inquiry. I should certainly ask the Court to hear me on this point, and to hear the evidence. The result of these negotiations is referred to, in the shape of correspondence, in one of the Acts of Parliament bearing on the contract, and I think what I am now opening is matter which should properly be referred to.

*Sir R. Stout* : The arbitrators will see that this is opening entirely new ground when we are asked to deal with the negotiation or the talk that took place years before this contract was entered into. The negotiations with the Agent-General took place in the early part of 1886. All the negotiations that came to anything were embodied in an Act. That Act was not accepted by the company; and then, I presume, there were further negotiations, and a further Act, and so on; and can it be said for one moment that the negotiations between the Agent-General and the company, and what Mr. Salt believed and what he was told, are relevant to this inquiry? The contract speaks for itself. I cannot see what possible bearing this has on what is alleged against us.

*Mr. Hutchison* : I am leading up to the making of the contract.

*Sir R. Stout* : We deny that the Agent-General was authorised to make any agreement whatever, and the statute shows that "Sir Dillon Bell told Mr. Salt something." How can that be relevant to this inquiry?

*Sir B. BURNSIDE* : To such extent, then, it is not evidence—if it is not attempted to be put in to make up evidence.

*Sir R. Stout* : If it is evidence, surely we have a right to object to it. The proper thing for my learned friend to do is for him not to open the evidence.

*Sir C. LILLEY* : That is for Mr. Hutchison to decide.

*Sir R. Stout* : I submit that the ordinary course is for counsel, if he proposes to open to the Court something about which there is no doubt, not to do so, but to hear the case upon the evidence, and then for the admissibility to be argued.

*Mr. Hutchison* : I take it upon myself to say that, to the best of my opinion and that of the colleagues with me, this evidence will be found to be relevant, and we will submit it as relevant.

*Sir R. Stout* : That does not make it relevant.

*Mr. Hutchison* : There is no jury here, and there is no one likely to be prejudiced by a reference to what may afterwards be ruled out or considered as inadmissible.

*Sir C. LILLEY* : My object is—I speak for myself—to save time. I am sure, Mr. Hutchison, that you do not wish to waste time.