

Hon. E. BLAKE: I think that Mr. Salt privately stated that they received with great surprise the intimation at a later date from Mr. Wilson as to the unprofitableness of the Nelson end of the line.

Mr. Cooper: Yes. In April, 1891, so far as we can see, it would appear that the company seemed to have been in what was good fettle at Home, and it was later on, towards the end of the year, that the difficulties in finance arose. And all those difficulties, I submit, have arisen from acts of the Government which bring us within the legal principles I have endeavoured to lay down to the Court. We bring ourselves within those principles by showing a breach of contract, by showing resultant damage from that breach of contract, and by showing that that resultant damage was the destruction of the finance of the company. The whole of the evidence is now before your Honour, and the whole of the arguments. The contentions that have been raised by my friend are, I think, fully covered by my address to your Honour at the end of last week. I shall not, therefore, take up the time of the Court at any greater length. Perhaps I might add a word in reference to the cases quoted by Mr. Gully. The Victorian case, Railway Commissioners and Galton, was a very peculiar case. It was for a tort founded on a charge of the most trumpety description. A lady was walking close up to the railway line, and while she was there a train came rushing by. She was a weak-minded woman, and fainted, and claimed damages for the injury to her nerves caused by the train rushing by. That was her ground of action. In Hobbs's case there was a real question in that case. A lady and her husband were intending to take the train at the advertised time, but the train was delayed, and the lady caught a cold. The case of McMahon and Field was a similar case, only it was a horse instead of a lady, and the Court of Appeal held that the owner of the horse was entitled to recover damages.

Hon. E. BLAKE: As I stated before, the circumstances under which the case has proceeded have enabled me beyond the ordinary conditions to grapple with the questions involved from time to time, and I do not feel any doubt as to the conclusion I shall ultimately reach. And I intend to make my award almost immediately. The lawyer's natural mind burns to state conclusions, and to justify them by reasons, which appear to him to be conclusive, but the prudent arbitrator refrains. I have to ask you to whom my notice of award shall be indicated on behalf of each of the parties.

Sir R. Stout: To Mr. Gully, for the Crown.

Mr. Cooper: Mr. Burchell and myself will both be in Wellington within range during the next week; so will Mr. Harris.

Hon. E. BLAKE: It is not necessary to wait, as I shall give my notice to-morrow.

Mr. Cooper: I think the solicitor of the company (Mr. Harris) would be prepared to receive the notice.

Hon. E. BLAKE: Then, the notice of the award will be indicated to both gentlemen to-morrow, and, in closing these proceedings, I have only to express my thanks not only for the great assistance rendered to me by both sides, but also for the kindness, courtesy, and consideration which have made my duties lighter than they otherwise would have been.

Sir R. Stout: On behalf of counsel for the Crown, we have to tender our thanks to you for the great pains and trouble you have taken in the case, and we feel whatever the award may be that it will be satisfactory.

Mr. Cooper: I join with Sir Robert Stout, on behalf of the company, in thanking you.

Hon. E. BLAKE: I declare these proceedings adjourned *sine die*.

The Court adjourned at 3.15 p.m.

NOTE.

With the exception of the remarks on pages 1 and 194 of the evidence, no part of the reports of Mr. Blake's utterances has been revised by him.

No part of the report of Mr. Gully's address has been revised by him.
