

and Allen were assuming the management in Wellington, and, to put it shortly, treating me infamously—not answering my letters, treating me with regard to money matters as if I was an entirely untrustworthy person; not sending progress-payments, and in every way badly as mining director. They afterwards appointed Mr. Seagar to act jointly with me in the discharge of that work. They left me a considerable time without progress-payments for the contractors, who were mostly poor men. To avoid a suit for breach of contract in not making the progress-payments, I put my hand into my own pocket to advance the money to them at the risk of not having it refunded by Messrs. Seagar, Allen, and Joseph. Instead of being thanked for doing this, I was insulted, and a resolution was passed, not expressing regret for not answering my letters and forwarding money, but instructing me that the managing director ought not to pay accounts until they had passed the directors—a thing that any man knows was, in consequence of the meetings and the difficulty of communication, an actual impossibility. It was not possible to pass in Wellington progress-payments for contractors in reasonable time. I came up after being annoyed by these transactions, and found that Messrs. Allen, Seagar, and Joseph had been consulting a solicitor to know if it was within the power of a managing director to do what I had done. I had made up my mind that I could not with self-respect continue in such a position, and any one who knows me knows that I would not play second fiddle in such a case to such men. I resigned my position as managing director, and, as shown by the minutes, it was resolved to do away with the office. And then, to show their utter inconsistency in dealing with me, I represented that there were a number of accounts not paid, and they authorised the payment of £600 on the certificate of the chairman, showing clearly that they considered themselves warranted in entrusting me without check to that extent. But the fact is—and I know it—they did not want to spend their time in looking into the company's affairs, and they never did examine the accounts. It was always left to me, even after I ceased to be managing director. I then informed the board that I would not continue any longer in the office of chairman after the expiry of that year. The associations to me were very unpleasant, and, even at the risk of seeing wrong done to my own large interest in the company, and that of my friends, I determined I would not remain. But I told them that anything I could do during the remainder of the year I would do, and that my services were absolutely at their disposal. And I did nearly all the work and was the company's factotum until the end of my term. At the next annual meeting there was no quorum, and at the next meeting the directors asked me to continue—and it is on record—but I stated that I had now fulfilled my pledge with regard to managing the company, and I begged to be allowed to retire from the chair. I was prevailed upon to continue in office for a few days longer until the annual meeting took place; and I did so, and Mr. Macarthy was appointed, on my motion, to the chair. The reason why I have stated these paltry details about myself is that I may show that I have not yet pointed out all the untruths stated in the circular by the directors. It is said here in an insulting manner that the directors have confidence in asking shareholders not to accept the statements contained in the circular issued by a gentleman who, in the interests of the company, the directors considered it advisable to depose from the managing directorship. They never did depose me, but after my resignation gave me control of the company's affairs, getting me to do all the important work. Mr. Higginson, on my resigning, was sent down, on the motion of Mr. Allen, Mr. Joseph, or Mr. Seagar, to report upon my work, the object being to condemn it if possible. Mr. Higginson came up to Mokihinui and examined, but notwithstanding instructions by me [see minute-book] he was denied necessary information and plans; but these were afterwards sent up by Mr. Straw. The report of Mr. Higginson was in itself very vague and insufficient. I pointed out several mistakes made in it—certainly not through Mr. Higginson's fault, but in consequence of his not being properly informed. There was the question of trucks, and Mr. Higginson was particularly instructed to report on these. He was afterwards examined before the board, and the result of the examination is recorded in the minute-book. In that he expressed approval of the works of the company, except one bridge, which requires strengthening; and I agreed with him. He expressed views in support of mine with respect to the rolling-stock and the line, and upon explanation of the complete plans of the trucks he withdrew his objection. The result was that immediately after that meeting the directors made an *amende* to me in the way of the trucks by carrying a resolution, with only one dissentient voice (Mr. Allen's), instructing that these trucks of mine should be provided. I did everything I could in the interest of the company, and came up here and prepared plans and specifications for the "Lawrence," and did a great deal of work. But I need not blow my own trumpet; suffice it to say that I worked for the company just as much as if I was an employé, and gave various reports with members of committees that were appointed with me but were not there. On this subject I ask gentlemen, if they have time, to read the report by me upon the general condition of the affairs of the company at that date, and also the reports by me with regard to the position of the company three or four months after the Wellington management took charge, when Mr. Seagar was spreading reports about town that the money was being wasted—before the purchase of the "Lawrence." I had to write these reports calling for an inquiry, which they took care was never granted to me. The next thing I have to complain of is the system then adopted by the company. As a director of the company, who knew then and knows now more about its affairs than any other director reasonably can, in the interests of the company I should have been consulted; and very many blunders were made in consequence of them not consulting me and asking me for no advice whatever. They had me to gratuitously advise and to join them in responsibility. They altered the plan of the "Lawrence" to suit the gentleman who had the contract (Mr. Edward Seagar) and gave him power to charge extras. Every contractor likes to alter the terms of the contract if he can, and it is the business of directors not to allow that. Any provision I had made to prevent unauthorised charges was set aside, and the company was left at the mercy of Mr. Seagar, who was the contractor. When the strike took place the boat was