

93. The whole of the area was underscrubbed?—The whole of it was supposed to be underscrubbed before they felled any; but they did fell about 5 acres.

94. They underscrubbed the whole of it?—No, they were supposed to.

95. Have you any idea how much they did underscrub?—No.

96. Did you pay them this money without ascertaining that?—Yes.

97. Last time you were here you said you had paid them £78?—I said that was what the contract cost me.

98. And you said you were under a contract with them. If any of them said, then, that they were being paid by the hour, they would be saying what was untrue?—Yes.

99. You said last time that you had paid them in notes?—Yes.

100. If any of them said they were paid by cheque they would be saying what was untrue?—I think so.

101. You also said that you paid the store-bill of Mr. Taylor, at Eltham?—Yes.

102. If they said you did not, and Mr. Taylor said there had been no bill paid on account of Sherwood and Co., then they would be saying what was untrue?—Yes, I think so.

103. You said when you were here last time that the contract was at the rate of £1 5s. an acre?—No.

*Mr. Symes:* O'Shea said that.

*Witness:* I said the very thing that I said to-day—that I let the contract at £1 per acre, or £1 1s. provided it was done to my satisfaction by a certain date.

*Mr. Laurenson:* I think I distinctly remember your saying it was £1 5s., and you said it was another man. To-day you say the rate was £1 1s., and in the contract it says £1. That was for the 112 acres. They had 5 acres felled, and you paid them £78.

104. *Mr Witty.*] Mr. Williams's name did not appear last time, and yet he was a principal?—I do not think that there was any principal about it, excepting that his name was on the contract. The three were just as much concerned as one another.

105. But he signed the contract?—Yes.

106. Therefore, he was the responsible party, and not Sherwood?—To a certain extent you would have to call him the responsible party, if there was anything not done right.

107. You say you paid your son more than the others. Is it usual to do that?—No, it is not usual. I said that the amounts I paid him would come to more than I paid Sherwood.

108. But those payments were for a long period—they ran over eighteen months. You did not pay him at the time?—No; it is not very long since I paid one part. It might be two months, at the outside.

109. What you stated was that you paid one instalment while your son was engaged on the contract, and one just when they had done—that was within three months of the other?—Yes. They might have been done a good while before I paid him.

110. Why was not he paid at the same time as the others?—That is very easy to explain. Many an account I cannot pay on the date due, and I thought my own son's would be the one I could keep back; and seeing that I never got a copper from the Government for the injustice done to me, he did not ask me to pay him until it was convenient for me to do so.

111. Is he still working for you?—Yes.

112. Is it not, then, a part of his wages that you are paying him now by this last instalment?—No, it is not.

W. H. SKINNER (Land Transfer Draughtsman, Lands and Survey Office, New Plymouth) examined on oath. (No. 2.)

*The Chairman:* I think the best thing would be to ask Mr. Skinner to confirm his written statement. I will therefore ask the Clerk to read it.

Mr. Skinner's report to the Commissioner of Crown Lands, New Plymouth, dated the 20th August, 1904, was then read by the Clerk as follows: "In accordance with your instructions on Thursday evening I left by the mail-train on Friday, the 19th instant, for Eltham, and interviewed Mr. Taylor, the storekeeper alluded to in Mr. Kensington's telegram. Mr. Taylor went through his ledger with me, and there was no entry of any description to show that he had received moneys from Walsh on account of Sherwood (not Sherwin), the man who did the underscrubbing for Walsh on Rotokare lease. Walsh has a running account with Taylor, paid monthly, but these accounts were small, varying from £3 to £6 per month, and there was no decided increase in June, July, or August of last year, the time in which Sherwood was working for Walsh. From Eltham I rode into Mangamingi Village, and went through the books of Mr. Taylor's branch store. The manager in charge, Mr. Bethune, says Walsh paid nothing whatever on account of Sherwood, Walsh's name not appearing on the books of the store. Sherwood's dealings with the store last winter whilst working for Walsh were small and paid in cash by himself. At Mangamingi I was told that Sherwood had gone out the previous week to Eltham or Hawera, and after a long hunt I found him at Hawera. He informed me his name was Joseph Sherwood, and address 'C/o J. A. Bethune, Mangamingi Store, *via* Eltham.' He was employed last winter by Mr. Walsh, of Eltham, at wages (not contract) to underscrub part of the Rotokare Reserve. His rate of pay was 1s. per hour, and it was stipulated that he should take as his mate Walsh's son. They went on with the work until stopped by the Crown Lands Ranger. He remained in his tent on the ground for three weeks after the work was stopped, waiting for instructions, but for these three weeks he has never been paid, and now respectfully asks that his claim for loss of time be favourably considered. The total amount received by Sherwood and his mate from Walsh for the underscrubbing was £25, out of which they had to pay all expenses of food, &c. Sherwood received his money by a cheque drawn by Walsh on the Bank of New Zealand, Eltham, in July or August of last year. Sherwood was very straightforward in his statements, and said he was willing to give what evidence he could if required. I have to acknowledge the great assistance rendered by Mr. Taylor and his staff in this matter."