

kind way in which you have listened to our representations, and I leave the matter in your hands confidently believing that you will do what is right in the matter.

Mr. Armstead: I wish to make one remark, and it is this—

The Chairman: I cannot allow that. The evidence is closed.

Mr. Armstead: Surely I am entitled—

The Chairman: If it is a matter of misrepresentation I am prepared to hear you. Have you been misrepresented?

Mr. Armstead: Yes, in so far that a statement was made, and I wish to make an objection to that statement. It is not true, and is not according to fact. I am surely entitled to the courtesy of being heard on the objection.

The Chairman: In what part of Mr. Rodger's statement has he misrepresented you?

Mr. Armstead: He said that the railway company had all that coal bound to it in some way. The fact is that the railway company has not.

The Chairman: You are making another speech. We have had the evidence regarding that, and we can weigh the pros and cons. I rule that the inquiry on this petition is ended.

CORRESPONDENCE FROM MR. RODGER.

SIR,—

Wellington, 11th August, 1914.

Wairio-Ohai Railway Extension.

On the 24th July, while evidence was being taken by your Committee in the above matter, and during my cross-examination of Mr. James Armstead, I made the following statement: "Mr. Armstead stated yesterday that Mr. S. M. McMillan was the lessee of the ground that is at present being mined and was formerly called the Wairio Coal-mine. It has not been made known to the Committee that Mr. McMillan has sublet that lease to two gentlemen named Timpany and Smith, and that they are the people who are putting out the coal, and they are under contract to put their coal on Messrs. Mores' railway."

Mr. Armstead then stated: "That is not correct either. There is no arrangement whatever to take McMillan's coal."

Owing to what may have been a misunderstanding on my part on the 5th instant, I did not place upon the table some most important documentary evidence bearing upon our case, and on the 6th instant, through considerable confusion between the Committee and the witnesses, you debarred me from doing so. Amongst the documents referred to is a copy of the contract or agreement between Messrs. McMillan and Timpany and Smith, and I enclose such copy herewith. The following are extracts from such agreement:—

"This agreement is made this seventeenth day of July, one thousand nine hundred and fourteen, between Samuel McNatty McMillan, of Invercargill, in Otago, New Zealand, company-manager, of the one part, and William Smith, of Invercargill aforesaid, coal-miner, and William Timpany, of Invercargill aforesaid, sawmiller, both of the other part:—

"1. The said William Smith and William Timpany shall dig, raise, and place on trucks at the head of the line belonging to the Wairio Railway and Coal Company (Limited) at least 300 imperial tons of first-grade coal each week during the currency of the said term of five years, and such coal shall be taken and paid for by the said Samuel McNatty McMillan at the rate of six shillings a ton, and two shillings and sixpence a ton for nuts, payable monthly on the tenth day of the following month: Provided that should any award holiday occur in any week the said quantity shall be reduced 50 tons for each such holiday; but the average of 300 tons a week shall be made up before the end of the then current month.

"In witness whereof the said parties hereto have hereunto set their hands the day and year first before written.

"S. McN. McMILLAN.

"WILLIAM SMITH.

"WM. TIMPANY.

"Signed by the said Samuel McNatty McMillan in the presence of—James Armstead, Solicitor, Invercargill.

"Signed by the said William Smith in the presence of—Horace Macalister, Solicitor, Invercargill.

"Signed by the said William Timpany in the presence of—Thos. Meredith, Solicitor, Invercargill."

Sir, having regard to the nature of the document and its important bearing upon the case, especially in view of the fact that Mr. Armstead himself was the attesting witness to the signature of Mr. McMillan (the first party to the agreement), and must have known of the existence of the contract, I would ask the careful consideration of your Committee as to whether it may yet be admitted as evidence.

Yours faithfully,

A. W. RODGER, Jun.

P.S.—I am also enclosing herewith a letter, dated the 3rd instant, from Mr. Leonard Webb, licensed surveyor, of Invercargill, dealing with the grades, curves, and length of the extension of the Wairio Railway and Coal Company's tramway were it proposed to continue that line to Ohai, to which I referred in my evidence, and which I trust you will admit.—A.W.R.

J. H. Bradney, Esq., Chairman, A to L Committee, House of Representatives, Wellington.