

the lessor, as to the insertion of the Queen's name as lessee, and after other official names had been suggested, that you inserted your own name; that there is no record that in doing so you intended to claim the place as your private property; and that the lessor and his legal adviser are quite ignorant that you had any such intention, and have always considered the Government as the tenant. Moreover, it does not appear that His Excellency was ever made aware that in occupying that house he was merely doing so by your permission and at your will as a private individual, a position in which, it is conceived, he would scarcely have allowed himself to be placed, and in which it would certainly not have been becoming for his Ministers to place him.

I will refer the lease and other papers to the Attorney-General for his opinion whether you have any such claim to that building as you now prefer, and on the receipt of that opinion I will communicate with you further on that subject.

E. W. Stafford, Esq., M.H.R., Wellington.

I have, &c.,

WILLIAM FOX.

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No. 4.

Copy of a MINUTE by Mr. Fox, &c.

MR. PHARAZYN,—

14th August, 1869.

Mr. E. Wakefield informs the Premier that the counterpart lease, Sir Charles Clifford to Mr. Stafford, was signed by Mr. Stafford about the 26th July ultimo, and returned by Mr. Wakefield to Mr. Pharazyn to exchange with Mr. Brandon for the lease.

Will Mr. Pharazyn state what was done, and in whose custody the lease now is?

WILLIAM FOX.

HON. MR. FOX,—

14th August, 1869.

Until yesterday I was under the impression that Mr. Wakefield had not left the counterpart lease with me after the signature; but I cannot trust my memory sufficiently to say that Mr. Wakefield is in error in the information given to the Hon. the Premier. I am certain that the signed counterpart was taken from my office by some one soon after Mr. Wakefield brought it to me, and that the person who took it did so for the purpose, as I supposed, of returning it to the office of the Colonial Secretary, to place with the other papers. I cannot say positively who it was that received it. It may have been Mr. Stafford himself.

W. PHARAZYN.

MR. WAKEFIELD,—

14th August, 1869.

Ask Mr. Fountain and the several clerks in the Attorney-General's Office whether they know anything of the "taking" of the counterpart lease. Request Mr. Fountain to minute.

W. FOX.

The matter never came into my hands in any way. No one in this room knows anything of the "taking."—R. G. F.

Mr. Pharazyn's explanation is not satisfactory. The *régime* of the office ought to prevent the possibility of valuable documents being taken away by nobody knows whom. Why is not a minute-book kept, as in a solicitor's office?

W. FOX.

16th August, 1869.

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CASE for the OPINION of MR. ATTORNEY-GENERAL.

THE intended demolition of Government House rendered it necessary in November last for the Government to find a temporary residence for the Governor.

On the 7th of November proposals to Mr. Levin were made by Mr. Gisborne (Under Secretary), by the direction of Mr. Stafford, to rent, on behalf of the New Zealand Government, the House and land belonging to Sir Charles Clifford, in Hobson Street, Wellington; the rent to be at the rate of £150 per annum, from 1st February, 1869, for two years certain; the Government to have the power to continue the tenancy at the same rent.

Mr. Levin on 9th November accepted the offer, on condition that "the New Zealand Government keep the house in repair, pay taxes, &c., and that, in case of injury by earthquakes, the Government should resume the tenancy," if the premises be put in repair by the lessor.

This letter is minuted by the Hon. J. C. Richmond—"Referred to the Attorney-General to prepare necessary agreement." Several other minutes by Mr. Bethune, the Assistant Law Officer of the Government; Mr. Gisborne, the Under Secretary; Mr. Domett, the Secretary for Crown Lands; and Mr. Stafford, follow. The last, addressing the Assistant Law Officer, concludes thus—"The rent should be said to be payable out of moneys voted by the Parliament."

An agreement (appended) was accordingly prepared by the Attorney-General for a lease between Sir Charles Clifford and Her Most Gracious Majesty the Queen, at the rent of £150; "to be paid out of moneys voted for that purpose by the General Assembly of New Zealand," and was sent to Mr. Brandon (Mr. Levin's solicitor), with a letter by "Mr. Gisborne, Under Secretary," on "the subject of the Government renting the house, &c.," and there are minutes on the draft letter by Mr. Gisborne and the Attorney-General. On the 18th December the Attorney-General writes to Mr. Brandon, "I understand that Mr. Levin is pressing Government to complete the matter." On 1st February a draft lease, of which a copy is with the papers, having been sent to the Attorney-General, was returned to Mr. Brandon "approved;" and again returned to the Attorney-General by Mr. Brandon with alterations. It seems to have been again referred to Mr. Brandon, who on the 9th March sends it to the Attorney-General for engrossment of counterpart.

At this date Mr. Brandon objected to the Queen's name being inserted as lessee, and it was suggested by him that the name of Mr. Domett, as Crown Lands Commissioner, should be inserted instead. Mr. Domett declined, and suggested Mr. Gisborne, who also declined, observing, "It has been the practice to place Her Majesty in the position of lessee, and I cannot conceive what objection