

there can be on behalf of the lessors to such a course. If that objection be the want of responsibility of a private individual to supplement the possible deficiency of the Government, it is evidently unfair to ask (as this would virtually be) a Government officer to give his private responsibility for the purpose." To this Mr. Stafford added a minute as follows—"If the Queen is not (as is usual) made the lessee, I have no objection to being so made." The Attorney-General then wrote to Mr. Brandon "If you will not consent to make the Queen lessee, would you consent to Mr. Stafford's name being used?" Mr. Brandon replies, "I have no objection to Mr. Stafford's name being used in the lease from Sir Charles Clifford as lessee." On the 17th May, 1869, the Assistant Law Officer of the Government wrote to Mr. Brandon—"Clifford and the Government. Dear Sir,—I return the draft lease and counterpart engrossed, &c. If you will let me have the counterpart filled up to correspond with the lease, I will get it executed and exchange with you."

While the lease was in preparation and the above correspondence being carried on, the Government entered into possession some time in February, and His Excellency took up his residence in the house, where he has since remained.

At the time of the above transactions Mr. Stafford was Colonial Secretary and Prime Minister. On the 24th of June he resigned those offices; his resignation was accepted and his successor was sworn into office on the 28th June. On that day Mr. Stafford signed the counterpart lease, took it (as far as can be learned) from the office of the Assistant Law Officer of the Government, and exchanged it with Mr. Brandon for the lease signed by Mr. Levin as agent of Sir Charles Clifford.

It will be seen by the accompanying correspondence between Mr. Fox, the present Premier, the Hon. Mr. Gisborne, and Mr. Stafford, that Mr. Stafford now asserts that the lease of Sir Charles Clifford's house was made to him *in his private capacity*, and he refuses to vacate the Ministerial furnished house, garden, and premises, occupied by him during the term of his holding office, unless he is placed in possession of the former house, occupied by His Excellency the Governor.

The opinion of the Attorney-General is requested as to what the position of the Government is in this matter, and particularly whether Mr. Stafford is entitled to claim, on his private account, the house leased from Sir Charles Clifford; and whether, if he be so entitled (or not), he has any right to insist upon retaining the Ministerial house till he is put in possession of the other.

Wellington, 17th August, 1869.

WILLIAM FOX.

Enclosure 1 in No. 5.

Mr. W. GISBORNE to Mr. N. LEVIN.

Colonial Secretary's Office,

Wellington, 7th November, 1868.

SIR,—

I have the honor, by the direction of Mr. Stafford, to propose to rent, on behalf of the New Zealand Government, the house and land in Hobson Street belonging to Sir Charles Clifford, and now occupied by you.

The rent to be at the rate of £150 per annum. The tenancy to commence from the 1st of February next, and to be for two years certain from that date. The Government to have the power, after the expiration of that term, to continue the tenancy at the same rent, and the tenancy then to be determinable by notice of three months on either side. The rent to cease in the event of the house becoming uninhabitable in consequence of fire, earthquakes, or other accidents.

Should you agree to these conditions, an agreement will be directed to be prepared.

I have, &c.,

N. Levin, Esq., Wellington.

W. GISBORNE,  
Under Secretary.

Enclosure 2 in No. 5.

Mr. N. LEVIN to Mr. W. GISBORNE.

Wellington, 9th November, 1868.

SIR,—

I have the honor to acknowledge receipt of your letter of the 7th instant, written by direction of the Hon. Mr. Stafford, proposing on behalf of the New Zealand Government to rent the house and land in Hobson Street, the property of Sir Charles Clifford and now in occupation of myself, for a period of two years, to be computed from the 1st February next, at a yearly rental of £150, and at the expiration of the term to continue the tenancy at the same rent, the same to be terminable by notice of three months on either side, and that the rent should cease in the event of the house becoming uninhabitable in consequence of fire or earthquakes.

In reply, I have to inform you that, on behalf of Sir Charles Clifford, I accept the offer above referred to, on the condition that the New Zealand Government keep the house in habitable repair and the garden in good order, and that they pay all taxes during the tenancy, and that the rent be paid half-yearly. It should also be understood that in the event of the house becoming uninhabitable from either of the causes specified in your letter, that the Government should resume the tenancy thereof on the owner putting the same in a state of repair equal to what it was prior to the same having occurred.

I have, &c.,

W. Gisborne, Esq., Under Secretary.

N. LEVIN.

17th November, 1868.

REFERRED to Attorney-General to prepare necessary agreement.

J. C. RICHMOND.

MR. GISBORNE,—

The number of the section should be ascertained. If the land comprises less than the whole acre, I shall want to have the description of it. Mr. Levin, I presume, holds a power of attorney from Sir Charles Clifford. The power of attorney should be examined.

17th November, 1868.

JOHN C. BETHUNE.