

I am of opinion that the mere circumstance that you are designated Colonial Secretary in the lease could in no degree raise an implication that you hold as a trustee for the Crown.

I am further of opinion that, in the absence of any written contract anterior to the date of the lease, and which, upon the face of it, is expressly connected with the lease, showing that the lease was to be granted to you as a trustee for the Crown, no such trust can be raised as against you (*Bartlett v. Pickergill*, Bur. 2,255, 4 East. 577, u. (b.) Ed. 515). If a written contract such as that referred to above does exist, the trust would arise and could be enforced.

21st August, 1869.

WM. THOS. LOCKE TRAVERS.

No. 19.

The Hon. Mr. FOX to Mr. E. W. STAFFORD.

SIR,—

Government Offices, Wellington, 25th August, 1869.

I beg to acknowledge the receipt of your letters of the 20th, 21st, and 23rd August.

I have laid them before the Attorney-General, and now enclose his further opinion.

The result on the whole correspondence is in my opinion this:—

1. That the house in Hobson Street, now occupied by the Governor, was taken by and on behalf of the Colonial Government, and the Government will not recognise the claim you assert as having taken it on your private account.

2. As regards the Ministerial house, you do not intimate when it will be convenient for you to place it at my disposal. As you will have occupied it for more than eight weeks since the change of Ministry, I trust that I shall not be considered as unduly exacting if I repeat my request, that I may be placed in possession immediately on the termination of the Session.

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

I have, &c.,

WILLIAM FOX.

Referred to the Attorney-General with reference to Mr. Travers' Opinion.
23rd August, 1869.

WILLIAM FOX.

Enclosure in No. 19.

FOR THE HON. THE COLONIAL SECRETARY,—

Mr. Travers appears to have been insufficiently instructed. There was an agreement prior to the lease.

I can only say that I see no reason to alter the opinion already expressed by me.

24th August, 1869.

JAMES PRENDERGAST.

No. 20.

Mr. E. W. STAFFORD to the Hon. W. FOX.

SIR,—

Wellington, 25th August, 1869.

I have the honor to acknowledge the receipt of your letter of this day's date, enclosing a further opinion of the Attorney-General relative to my lease of Sir C. Clifford's house.

As I am perfectly unaware of the existence of any contract subsisting at the time when I took the lease, under which I could be treated as a trustee for the Crown or the Colonial Government, I would feel obliged if you would cause me to be furnished with a copy of that agreement upon which the Attorney-General appears to rely in his opinion.

I shall be ready to remove from the house I now occupy immediately after the termination of the Session.

The Hon. W. Fox, Premier, &c.

I have, &c.,

E. W. STAFFORD.

No. 21.

The Hon. W. FOX to Mr. E. W. STAFFORD.

SIR,—

Government Offices, Wellington, 25th August, 1869.

In reply to your letter of to-day's date, I beg to inform you that the contract on which the Attorney-General rests his opinion is constituted of the several letters and memoranda relating to the lease of Sir Charles Clifford's house which I am about to lay on the Table of the House of Representatives, and to which I beg to refer you.

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

I have, &c.,

WILLIAM FOX.
