

3d. I was informed that the work was given privately. I cannot remember the name of any one who told me so. I remember Robert McGlashan and George Smith talking to me about it. Tenders were called for generally by being stuck up at the store door, and sometimes sent up to the settlement. There was once an instance of a tender being called for for the cutting of timber, when the notice was stuck up one Saturday afternoon. On the following Sunday morning a person went and got the contract, bought a new saw, and brought it home with him at 10 o'clock. I saw the notice; it said, "Wanted persons to saw so much timber, but no time fixed for receiving tenders. This course might have been followed in the previous case. I think I should have, however, known if tenders had been called for. It was somewhere about January, 1876, that this latter contract was let on the Sunday morning. It was Mr. Wheeler who told me. I only know the man's statement. I think he told me only the same day.

This relates generally to the time from the foundation of the settlement, but, so far as regards Mr. Marks, to the year 1878. The Government opened a store at the commencement of the settlement, out of which any settler might take provisions; but, as regards the work, the settlers were kept back in the quantity they were entitled to. I might have mentioned that when we first arrived in Jackson's Bay there was no land open for selection. About the 20th of January, 1875, several of the settlers waited upon Mr. Macfarlane and asked him for several special concessions, amongst which was that the moneys earned by settlers before the land was open for selection was not to be considered in their account for half-time. Mr. Macfarlane said that he considered it only fair that the settlers' request should be acceded to, but that he had no power of himself. His only course was to report the matter to the Superintendent and get his opinion on it. I forget whether I got an official statement as to the result. I do not now know how it was dealt with. The first land open for selection was, I think, on the 6th of March of the same year. I took up a section, and immediately after came up to Hokitika to take my wife and family down. I proceeded to get a house erected on a section, which I moved into about the 12th of June. On account of having to wait to get on to this section I did some work for the Government, as well as getting the timber for the house. Part of this was a contract for clearing a road—10 chains at 32s. 6d. per chain; also, on account of the position of my section to get to my house, we had to clear a track through the bush. I applied to Mr. Macfarlane, on account of its being a road-way over which a large number of persons had to travel to get to their sections, to send some men to clear it at day-work or otherwise. He said he would send two men two days to clear it. It was not convenient to send these men. I went on and cleared the track, so that I could get my stores and other goods to my house. Afterwards, about the middle of July, I spoke once or twice to Mr. Macfarlane as to getting payment for this. He said it was hardly worth while making allowance for itself, as it was not a distinct work, but he would make some allowance on a contract for day's wages when I started work again. I had at that time finished the contract just alluded to. Mr. Mueller was present at that time. Mr. Nightingale afterwards told me that Mr. Mueller had been making inquiries after he had left me about it, and that he had told him that there was not quite so much work done as I represented. At the same time that he told me this, he was not aware of the amount of work actually done. He told me this afterwards. About the 25th of July I had about finished this other clearing contract. A note was taken of the trees which had to be allowed for on account of grubbing, and also the number of trees which I had not grubbed according to specification; there being a clause in the specification that I might leave large trees by allowing a deduction of 5s. per tree, or that an additional 5s. was payable upon all trees grubbed, at the option of the contractor, so that, according to the time the contract was finished, the money should have been payable on the 1st of August. The vouchers were omitted to be got ready for it until a month afterwards, and only payable on the 1st of September, and, after demanding it, I never got any of the money. It was all placed to the store account—viz., £16 5s. I asked for other work. I asked for money, but Mr. Macfarlane refused money, and said it must be put to my store account. I believe my store account exceeded £16 5s. at this time. I think the account was squared in March. The beginning of August Mr. Macfarlane offered me the contract on No. 2 cross-road. No money was coming to me during the first three years of the settlement because I could not get the work I was entitled to. My store account was never cleared off during the first three years because I could not get the work. I now come to the 12th of March. I had the sum of £2 4s. due to me. I went to Mr. Macfarlane on that date and asked him when he would settle up for February. He told me he was not ready yet. I said I wanted my money, it was too long to wait always a fortnight after the money was due, and he said you can do the same as others. If you want "tucker" you can get an order. I think he said, "I don't know how much is coming to you. You must go to your ganger and get an order." The ganger was close by at the time. He asked me how much I wanted. I said I did not care if it was £1 or £2. The ganger went to Mr. Nightingale, overseer, and got an order addressed to the Resident Agent for £2. The work came to £3 4s. I got an order for £2, £1 in store account and 4s. As the ganger came back, Mr. Macfarlane came to his office door, I asked him to cash the order, as it was on him for cash. He said "No, I will pay you as I do the others. You have no business to get an order unless you do as the others do." I asked him to countersign it. He refused that. If countersigned I could have transferred it. I took it to Mr. Marks's store and asked for 50 lb. of oatmeal. It was produced. I offered the order in payment, but was told I could get the oatmeal on my own word, but they would not give me change on the order; I must leave the order and take the full amount out in goods, which I declined to do. At this time Mr. Marks was carrying on the store on his own account. The payments were made monthly by Mr. Macfarlane. This was for money due on the 1st of March. I got the money on the Monday evening. Some day from a week to three weeks after the first of the month was pay-day. If I had presented the order then I should have been paid. The pay-day was the 19th of March. The order was dated the 12th of March, and I believe if I had presented it on the 19th I should have got the money. I do not remember the reasons Mr. Macfarlane gave for not giving the money. He said he did not know the amount due to me. That £2 is not paid now. I never saw an order addressed to Mr. Marks. I never presented similar orders from others, and then to Mr. Macfarlane. I cannot get hold of an order drawn on Mr. Marks. I believe there is only one order drawn on Mr. Marks, and that I did not see. I cannot tell the date when the alteration in the way of issuing orders took place.