

as soon as I asked for it. Mr. Macfarlane had the money, but he would not give it to me. In January last, when the Government store closed, we did work at 8s. per day. We had high cheques to come. A notice was put up that £1 per month was to be stopped, and in the notice no distinction was made between married and single. When I went in for my money Mr. Macfarlane gave me a voucher to sign, and he was stopping £2 per month from me. I think I had to receive a month's pay. I would not sign the voucher. I said the notice was for married and single alike. He said his instructions were to stop it because I was a single man. It was the January month. Mr. Macfarlane told me to go outside because I would not sign the voucher. After this Cronin went in, and he came out without his money because he would not sign the voucher. A third went in, Frank Bilton. He came out and told us he had made it right for us. We went down. Mr. Macfarlane told us that we must sign a memorial stating that we could not afford to pay £2 per month. He paid us, only stopping £1; but we never signed any memorial. I took the petition round to the settlers; I took it to the Germans in Smoothwater. There was an interpreter there. I read it to the whole of them. I did not translate it to them. I never gave Doherty authority to withdraw my name from the petition. I should have been willing to withdraw it if we had got work allotted to us. I have a section in Arawata, five acres of which are cleared. In November last I told Mr. Macfarlane it was no good to me. I once got an order for £1 from Mr. Macfarlane for a pair of boots I wanted. I cannot say that I ever saw an order from Mr. Marks since I have been in the settlement. Doherty told me he was going to see Mr. Macfarlane about the petition.

JOHN CLARKE SWORN and examined.

I am a settler in Jackson's Bay, under the regulations. I live at Arawata. I signed the petition. I have nothing to say with regard to the first charge or the third. I never saw an order directed to Mr. Marks. Some time in November, 1877, I took a contract for clearing the mill-site. The time given for clearing was one month; the amount of the contract £32. I took it from Mr. Macfarlane. I understood it was on behalf of the saw-mill company. I took in a mate, John Zielian. I think we were ten or eleven weeks doing the work. The system of stopping moneys changed on the first of the new year. When the work was completed I came in and asked for my wages. Mr. Macfarlane told me that I had nothing to get, as I had told him to stop it from me. That statement of Mr. Macfarlane's is utterly false. I never told him anything of the kind. I never got my money. I got credit for it in my pass-book. The amount due to me was £16 on the contract. At the time that the contract should have been completed we had not done much to it. We began the contract about the 3rd of November. The money was credited to me before it was earned. I and Mr. Beveridge had a contract for £45 near the school. Mr. Macfarlane never asked me for any of this money, nor told me that I should not have goods if I did not pay it. I paid for cattle out of the school-contract money. I did not promise to pay off my store account out of the next money I earned. For the wharf I signed for the contract for £24; the full amount was £25, and £2 or £3 for extras. My mates signed for £8 each besides. I know Beveridge signed for £8. The signatures were all on the same voucher form. I cannot say for certain that Dwan signed it. I do not know whether he did or not. I have a section at Arawata. I have about 1½ acres cleared. I intend to remain if I can. The settlers want a little work to enable them to remain here. I do not think £40 or £50 worth per annum would be sufficient.

MONDAY, 24TH MARCH, 1879.

THOMAS BEVERIDGE SWORN and examined.

I am a settler living at Arawata. I signed the petition in August. With regard to the first charge: The road to Arawata is not made as it should be. A great many chains are being washed away for want of a culvert. Next to that there is a bridge across the creek stopping up the water from the creek, and destroying the road and my section as well. There is also a large drain that goes through my section that was not at all required. I have drawn the attention of Mr. Macfarlane and the engineer to various matters. There is a two-foot drain, which takes away the water about forty chains along the road, not half big enough for the purpose. This road was made about twelve months ago last November, under the inspection of Mr. Nightingale, the overseer. The drain was done by contract. Three different parties worked at it. The contract would be about £50 altogether. I was engaged in a contract with John Clarke on the site for the Arawata School. Mr. Nightingale represented the School Board. I told Clarke I would not sign a voucher for it until I received the full amount. I received from Mr. Macfarlane £8 10s. on account. I once bought a cow of Mr. Stewart. It turned out no good. I gave the cow and £8 10s. for another, from Robinson. Mr. Macfarlane told me to give him an order for £8 10s. and he would see it paid. I promised Mr. Macfarlane that the £8 10s. should be returned through Mr. Nightingale. When I told Clarke that I would sign a voucher for the whole amount when I received it, *i.e.* £22 10s., he told me for the first time that the voucher had been signed. Clarke had signed it. The Chairman of the School Board stopped 14s. out of my amount for cashing the cheque. When I say in the memorial that a voucher was signed without my consent, I mean Clarke signed it. I did not see the voucher. My share of the contract was £22 10s. I received £8 10s. for a cow; £7 9s. 6d. was credited to me in my store-book; and I got £6 9s. 4d. in cash: in all £22 8s. 10d. The amount of £7 9s. 6d. was put to my store account. My name has not been signed to any voucher without my knowledge, nor has money been unaccounted for. We reckoned we made about £2 10s. a week over the contract. I think we finished it somewhere about November. I cannot say how long we were at it. The School Committee must have paid the money to Mr. Macfarlane instead of to me. I spoke to Mr. Nightingale about it. I told him I wanted to know about it. He told me he had another £6 for me with regard to it. While I was at work on the contract I was living on goods supplied by the store to the amount of £25 13s. 11d. £7 8s. 10d. was stopped out of the contract towards the goods, and I still owe £17 15s. 1d. for goods supplied while I worked on the contract. When I asked Mr. Macfarlane for the £8 10s. for the cow he did not say that he would expect to receive money for goods supplied out of the contract money as well. He did not refuse the money. I asked how I was to pay this £8 10s. He said that I could