

any conversations about the petition. I never spoke to the Germans on the subject. I never attended any meetings with respect to the petition, and I had nothing whatever to do with it except the copying. Previous to the Government store closing I did not know any cases of settlers accumulating a supply of three or four months' goods from the store preparatory to its closing. I am not a storekeeper. I never sold goods in the Bay. I never sold flour. I have had Mr. Murdoch's flour in the house, and when people have come to get a bag of flour I have let them have it. I have paid rent for a section in Smoothwater, and got it on application from Mr. Macfarlane. I have done some improvements on it. I let Mr. Murdoch store some goods in a spare room which I had in my own house. Sometimes people would take the goods and leave the cash for Mr. Murdoch. I never received sixpence on account of this from Mr. Murdoch in any way. I merely lent him the room. Mr. Doherty never gave me any instructions about the petition, nor did any one, except Mr. Dwan. My wife or myself may have supplied some goods to settlers as an obligation in a neighbourly way, but never for the sake of profit. I have given goods at invoice price.

ADAM CRONE recalled.

I was storeman in the Government store, and am now storeman for Mr. Marks. I know Mr. Adams. I do not remember buying goods from him lately, except 100 lb. of flour. I tendered to his wife £1 for it, and she had not change. She said it was 16s. Some time afterwards Mr. Adams was in the store himself, and I asked him if he had any change on him for me to pay for the 1 cwt. of flour I had from his wife. He told me he had a little, and I gave him, I think, a sovereign or a £1 note. I am not sure which. He gave me 4s. in change. Afterwards, I think the same day, he came down and gave me 1s., and said that the flour was only 15s.; he had charged me too much. He also told me when I proffered to pay him first that it did not matter till Mr. Murdoch came down, for it belonged to Mr. Murdoch. Mr. Adams once told my wife that they had pigs'-jowls for sale. Mrs. Crone once bought a pound of tea from Mrs. Adams. It was always thought to be a store. The pound of tea was given when there was none in the store. At the time of the flour I mention there was none in the store. The last flour in the store before this was 18s. per cwt.

JOHN MALAM sworn and examined.

I am a ferryman at Arawata. I remember in November, 1877, Robinson selling some cattle to John Clarke. He sold to Clarke on the strength of some clearing or contract. I do not remember the price of the cattle. The conversation took place in the Arawata. I think Mr. Smith was there. I think John Zielian was there too. I understood it was on the strength of some contract or clearing. I did not hear anything about the mode of payment. The Sunday that the cattle were bought, to the best of my recollection, the contract for clearing the mill-site was taken. I think I remember Clarke going up to see the contract on the Sunday. I think it was on the strength of the mill-reserve contract Clarke bought the cattle. I think Clarke and Zielian worked as quickly as they could at the contract. There was bad weather, which stopped their working. I cannot say whether it could have been done within the contract time or not. Clarke and Zielian were staying at my house at the time.

JOHN ZIELIAN sworn and examined.

I am a settler living at Arawata. Clarke took me in as a partner in his contract for clearing the saw-mill site. Mr. Nightingale was there shortly before Christmas, 1877. The work was not nearly finished then. I do not remember hearing any conversation between Clarke and Mr. Nightingale about signing a voucher. I remember going in to draw our money in February. I did not hear Clarke say to Mr. Nightingale when he was leaving, "Sign the voucher for me," or anything to that effect. I was there. I did not hear all that occurred between Clarke and Mr. Nightingale when Mr. Nightingale was leaving. I was a shareholder in the reef. Mr. Nightingale has signed vouchers for me with my verbal authority. When Mr. Nightingale was there in the beginning of December I know there were some trees to be felled, and the creek had to be cleared. Mr. Nightingale had not given us any notice to come over and sign the voucher for the contract. Clarke told me the vouchers were signed by Mr. Nightingale. Robinson and Murdoch supplied us with beef during the contract. I paid for it out of my own pocket. I brought flour and sugar from my own place. We generally worked from 7 until dark, and sometimes after dark. I daresay sometimes we worked fourteen hours per day. I never heard Clarke say that he gave any person permission to sign the voucher for the work. I received £9 14s. 6d. The balance I owed at the store. We could scarcely have done the work sooner than we did. I was aware that Clarke had no money when this £16 was stopped. Clarke borrowed some money from me then, to get provisions the same day. I was aware that Clarke had not put this money into cattle at that time. Clarke never told me that his money was to go to the store account. I never heard of any arrangement he had made with Mr. Macfarlane. Clarke bought four head of cattle at that time. I have been here four years. I did not sign the petition. Michael Dwan asked me to. Callery was with him, but I refused to sign it. Michael Dwan read it to me. I did not think I could substantiate the allegations, and therefore I thought it better not to sign. I have no complaints to make. We could have employed men to help us to finish the contract according to agreement within the time, but Mr. Macfarlane told us it would not matter if there were a few trees hanging over, so long as the site for the mill was cleared. We were a month behind time.

MR. MACFARLANE recalled.

On the 28th of November, 1877, I let a contract to John Clarke and Co. for clearing saw-mill site. The contract was to be finished within thirty days from date of signing the contract. I told the contractor at the time that the work must be finished within contract time. From time to time progress was reported by Mr. Nightingale, the overseer. About the 23rd of December I made inquiry about the contract, as I was anxious to have it finished before the end of the year. He said the work would be done in a few days, as there were only a few large trees to be removed, and some clearing to be done about the creek. I heard nothing more of it until the first or second week in January. I made out