

1879.

NEW ZEALAND.

JACKSON'S BAY COMMISSION

(MINUTES OF PROCEEDINGS, EVIDENCE, CORRESPONDENCE, ETC., IN CONNECTION WITH THE).

Presented to both Houses of the General Assembly by Command of His Excellency.

MINUTES OF PROCEEDINGS.

THE Commissioners met on Monday, the 3rd day of March, 1879, at half-past 10 o'clock in the forenoon, in the Resident Magistrate's Courthouse, at Hokitika, in the Provincial District of Westland, in conformity with the terms of a Commission issued under the hand of His Excellency the Most Honourable the Marquis of Normanby, the Governor of New Zealand.

PRESENT: Mr. Bunny, M.H.R., Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Resolved, That Mr. Bunny be appointed Chairman.

Resolved, That Mr. G. W. Jordan be appointed Secretary.

Resolved, That the first sitting of the Commission for the transaction of business be held in the Resident Magistrate's Courthouse, at Hokitika, on Tuesday, the 4th day of March instant, at 3 o'clock in the afternoon.

Ordered, That notice of the sittings of the Commission be advertised in the local newspapers, and that persons who may be interested be invited to attend.

Resolved, That a letter be forwarded to Mr. Barff, M.H.R., calling his attention to the sitting of the Commission, and requesting his assistance and advice as to the collection of evidence.

Resolved, That the following telegram be forwarded to the Hon. the Colonial Secretary, viz.:—
"Hokitika, 3rd March, 1879.—Urgent.—With respect to 'Commissioners Powers Act Amendment Act, 1872,' clause 4, please telegraph general authority to summon and pay witnesses."

Then the Commissioners adjourned.

TUESDAY, 4TH MARCH, 1879.

The Commissioners met at 3 o'clock in the afternoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Mr. John Murdoch, settler, of Jackson's Bay, attended before the Commissioners, and was examined.

Messrs. Franz Max and John Tobien appeared before the Commissioners, and handed in letters of complaint.

Then the Commissioners adjourned.

WEDNESDAY, 5TH MARCH, 1879.

The Commissioners met at 11 o'clock in the forenoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Mr. John Murdoch attended, and Mr. Patten, the Officer in Charge, also, and were examined.

Then the Commissioners adjourned.

THURSDAY, 6TH MARCH, 1879.

The Commissioners met at half-past 10 o'clock in the forenoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Messrs. Franz Max and John Tobien, settlers in Jackson's Bay; Mr. D. Macfarlane, the Resident Agent, and the Hon. Mr. Bonar, M.L.C., attended, and were examined.

Then the Commissioners adjourned.

FRIDAY, 7TH MARCH, 1879.

The Commissioners met at 10 o'clock in the forenoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Messrs. Joseph Collyer, Franz Max, Joseph Max, D. Macfarlane (Resident Agent), Thomas Aaronson, and Annie Max attended the Commission, and were examined.

Then the Commissioners adjourned.

SATURDAY, 8TH MARCH, 1879.

The Commissioners met at half-past 10 o'clock in the forenoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

The Hon. Mr. Bonar, M.L.C., Messrs. John Tobien, Rudolf Tobien, and D. Macfarlane (Resident Agent) attended, and were examined.

The Chairman read a telegram from Mr. E. Barff, M.H.R., who had been summoned to attend the Commission and give evidence, stating that that gentleman was too ill to travel from Kumara.

The Chairman stated that Mr. Barff had been interviewed by himself and Mr. Whitefoord, and that, subsequently to that, a letter had been forwarded to Mr. Barff requesting him to afford the Commissioners all the information in his power; and that, not receiving any reply to their communication, the Commissioners sent a telegram; and that not being answered it was considered necessary to insure Mr. Barff's attendance by means of a subpoena. Mr. Barff had now sent a written statement on the subject, which the Commissioners would consider.

A letter with reference to the Jackson's Bay Special Settlement was read to the Commission from Mr. Edmonds.

Then the Commissioners adjourned.

MONDAY, 10TH MARCH, 1879.

The Commissioners met at 10 o'clock in the forenoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Anna Klempel attended the Commission, and gave evidence as to alleged ill-treatment by Constable Barrett at Jackson's Bay.

Mr. John Murdoch attended the Commission and was examined.

Then the Commissioners adjourned.

TUESDAY, 11TH MARCH, 1879.

The Commissioners met at 10 o'clock in the forenoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Messrs. John Callery, John Murdoch, Pollock, James Aitken, Bevan; Mr. Macfarlane, the Hon. Mr. Bonar, M.L.C., and Mr. John Hall, merchant, of Hokitika, attended the Commission, and were examined.

Then the Commissioners adjourned.

SATURDAY, 22ND MARCH, 1879.

The Commissioners met at 10 o'clock in the forenoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Messrs. Thomas Fell, Hugh McKinnon, Alexander McArthur, Bartholomew Doherty, Michael Dwan, and John Clarke attended the Commission, and were examined.

Then the Commissioners adjourned.

MONDAY, 24TH MARCH, 1879.

The Commissioners met at 10 o'clock in the forenoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Messrs. Thomas Beveridge, Bartholomew Doherty, Patrick Dwan, John Beveridge, John Cronin, John Clarke, Charles Robinson, George Smith, James Nightingale, and Robert Crawford attended the Commission, and were examined.

Then the Commissioners adjourned.

TUESDAY, 25TH MARCH, 1879.

The Commissioners met at 10 o'clock in the forenoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Messrs. Aristodeme Frandi, Calamai Egisto, Fortunato Luchesi, George Adams, Adam Crone, John Malam, John Zielian, D. Macfarlane (Resident Agent), Thomas Beveridge, Robert von Lipinski, Martin Klempel, and John Sporra attended the Commission, and were examined.

Then the Commissioners adjourned.

WEDNESDAY, 26TH MARCH, 1879.

The Commissioners met at 10 o'clock in the forenoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Messrs. John Murdoch and James Nightingale, and Captain Robert McKersie attended the Commission, and were examined.

Then the Commissioners adjourned.

THURSDAY, 27TH MARCH, 1879.

The Commissioners met at 2 o'clock in the afternoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Messrs. George Smith, William Hindly, Samuel Lofquist, James Nightingale, and D. Macfarlane (Resident Agent) attended the Commission, and were examined.

Then the Commissioners adjourned.

FRIDAY, 28TH MARCH, 1879.

The Commissioners met at 10 o'clock in the forenoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Messrs. John Callery, Antonio Max, Mathieu Chamlewsky, Joseph Hevert, Jacob Chabalaski, William Burmeister, Emil Neger, John Marks, Neil Neilson, Michael Dwan, and James Nightingale attended the Commission, and were examined.

On an application by Messrs. Dwan, Doherty, and others, for expenses of attending the Commission, the Commissioners decided that no expenses could be allowed to persons who had signed the petition asking for the inquiry and failed to prove any of the allegations contained in it.

Then the Commissioners adjourned.

THURSDAY, 3RD APRIL, 1879.

The Commissioners met at 2 o'clock in the afternoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Mr. Macfarlane, the Resident Agent at Jackson's Bay, attended the Commission, and handed in a written statement in answer to the various charges made in the course of the inquiry.

Mr. Patten, the Officer in Charge, also attended the Commission, and was examined.

Then the Commissioners adjourned.

FRIDAY, 4TH APRIL, 1879.

The Commissioners met at 11 o'clock in the forenoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

The Chairman stated that after a very careful inquiry in Hokitika and Jackson's Bay, the Commissioners had failed to obtain one tittle of evidence of the truth of the allegations contained in the petition. Mr. Macfarlane, the Resident Agent, had applied for a subpoena for Mr. Barff, M.H.R., and the subpoena had been issued for that gentleman accordingly, and he would be examined.

Dr. Giles, R.M., one of the Commissioners, stated that after the conclusion of the sittings of the Commission at Jackson's Bay, some of the persons who had been most active in promoting the petition of August, 1878, came to himself and Mr. Whitefoord, who were then visiting a part of the settlement, and stated to them that when they got up the petition they were positively assured by one or two persons that they could give clear proof of the charges made in it. They went on to state that after hearing all the evidence given before the Commission at Jackson's Bay, they were satisfied that the charges had broken down, and if they had known how little evidence there was in support of them they would not have signed the petition. They now wished to inform the Commissioners that they wished to withdraw altogether from the charges made in the petition, and that in justice to Mr. Macfarlane their present statement should be communicated to him. The persons so withdrawing from the petition were Messrs. Michael Dwan, Patrick Dwan, and Bartholomew Doherty, who were understood also to speak for John Callery, as well as themselves.

It was arranged that two or more of them should go on board the "Stella," and repeat their statement in the presence of all the Commissioners; but the weather prevented this design from being carried out.

Messrs. Virtue, James Aitken, Barff, M.H.R., and Patten attended the Commission, and were examined.

Then the Commissioners adjourned.

SATURDAY, 5TH APRIL, 1879.

The Commissioners met at half-past 10 o'clock in the forenoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Mr. Barff, M.H.R.; Messrs. Patten, Pollock, Bevan, Joseph Churches, Ralph Levy, and Mueller, the Chief Surveyor of the Westland Provincial District, attended the Commission, and were examined. Then the Commissioners adjourned.

MONDAY, 7TH APRIL, 1879.

The Commissioners met at half-past 10 o'clock in the forenoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Messrs. Polson, John Foster, W. D. Banks, John Skipper, James Nightingale, George Aitken, Helming, Herman Myer, and Macfarlane, Resident Agent, attended the Commission, and were examined.

Then the Commissioners adjourned.

TUESDAY, 8TH APRIL, 1879.

The Commissioners met at half-past 10 o'clock in the forenoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Mr. Macfarlane, Resident Agent, Mr. Chesney, Mr. Learmonth, Hon. Mr. Bonar, Captain Turnbull, Harbour Master of Hokitika, Mr. Patten, and Mr. Joseph Churches attended the Commission, and were examined.

Then the Commissioners adjourned.

THURSDAY, 10TH APRIL, 1879.

The Commissioners met at half-past 10 o'clock in the forenoon.

PRESENT: Mr. Bunny, M.H.R. (in the chair), Dr. Giles, R.M., and Mr. Whitefoord, R.M.

Messrs. Cox, McCrea, Mueller, Honeywell, and Chesney attended the Commission, and were examined.

Then the Commissioners adjourned.

MINUTES OF EVIDENCE.

TUESDAY, 4TH MARCH, 1879.

Mr. JOHN MURDOCH sworn and examined.

With regard to the matters of the settlement generally I have to complain of the manner in which the work was allotted. We were to have had three days' work per week, but during the first twelve months we only got one-half of the work we were entitled to, and were kept constantly in debt. During the second year I had rather more than I was entitled to. The reason given the first year was that there were others who required work, and that there was not work enough to give to all. I am not aware of any reason why all should not have been employed. In the third year I did not get my three days' work per week. The greater part of my papers relating to this are at Jackson's Bay. I am leaving the settlement. I had one allotment allotted to me, and I have purchased the right to four others. The rent of each allotment was £3 per annum. I acquired my right by paying up the accrued rents. I have received my accounts from Mr. Macfarlane. I got work on an average of about one day and a half per week during the time I was there. I cannot speak accurately without the books and vouchers which I have at Jackson's Bay. There was a great deal of bad weather, but I could have worked more than double the time if work had been allotted to me. One of the reasons given by Mr. Macfarlane for not employing me was that he must employ those most indebted. Then the price of provisions was 25 per cent. higher than we could have obtained them for. I could myself supply flour for 12s. when it was 16s. at the Government store, and for 16s. when it was £1, by obtaining it by the "Maori," from Dunedin. On one occasion I got information from Mr. Driver on the subject. Payments were not made to the settlers in cash. Mr. Macfarlane would only give orders payable on the Government store. Many settlers, who could not draw their money due in cash, left the settlement to sue for the money. If the settlers demanded payment of their wages in cash they got no more work. After the 1st March, 1875, I did not receive any payment by cash from Mr. Macfarlane. John Love was stopped work for asking for money. Porter and De Montalk had stores in a small way; they sold stores at 25 per cent. less than Government price. Beef was offered by myself at 6d. and 7d., while it was 8d. at the Government store. Several settlers asked me in May, 1876, to ask Mr. Macfarlane to allow me to supply meat for money-orders drawn by himself; he replied, "I shall allow no meat to be supplied, except through the Government store." I only supplied one beast, which was injured, and one I sold alive to Mr. Macfarlane. Mr. Macfarlane gave as a reason that he was afraid of the settlers getting into debt. My proposal was to supply meat on Mr. Macfarlane's order at 6d. and 7d. per lb. I did not know whether the work was done for the orders or not. I know of one case where Mr. Macfarlane owed £6 to one settler, and refused to pay him; his name was William John Wheeler. I think Charles Robinson was the butcher at the Government store, and Love also. Wheeler is now at Jackson's Bay, and Courtenay at Lake Wanaka. With respect to contracts I was offered eight chains of clearing in No. 2 cross road, at 35s. per chain, by Mr. Macfarlane, but the specification was so rigid that I could not earn more than 4s. per day, and I refused it. Ray, Moth, and Birch took it under a modified specification, and I had no chance of getting it. Eleven large trees less were grubbed under the modified specification. The price was raised by 2s. 6d. per chain. I was told if I refused the work I should get no more. Ray is in Taranaki, Moth in Kumara, and Birch is dead. When I was refused the other work I asked for sawing, but was refused, though 5,000 feet of timber was ordered from Hokitika. In November I got a job of sawing. Afterwards, in December, 1877, I tendered for road formation near the cemetery, at £6 per chain. I was informed by the Resident Agent that my tender was accepted, and that I could sign the contract any time. I offered to sign the contract at once, but was told that duplicates had to be made out for several offices. I cut some of the timber, and agreed with Mr. Macfarlane to start the work on Monday; but on the previous Saturday I received a note, saying there was some mistake with regard to the use of some plant promised. [Letter handed in.] I went to see him, and he told me he had shifted the pegs, thus altering the amount of work required to be done. I asked what would be the allowance for the extra work? He said, "I shall allow you nothing." I said I would carry out the contract as per specification, or do the extras for the sum of £2. He informed that I should not put a pick in it until I signed the contract, and nothing would be allowed for extras. I was not allowed to do the work, which was done by day-labour. [Witness here handed in a letter from Mr. Patten.] I assert that the reports made to the Government contained statements which were not true. The report relates to a clause of a petition sent in with reference to cash payments (No. 10, D.-6., 1878). [Witness here handed in letter from Mr. Macfarlane.] After the beginning of 1878 the settlers were paid in cash. We found that orders sent to Hokitika lay there a long time before they were paid. In one instance this caused an expense of 16s. on £25, for telegrams and other expenses. Orders were given on the Officer in Charge at Hokitika. Some of these were left with the Hon. Mr. Bonar; others I have sent to Dunedin, and received complaints of delay in payment. For the orders on Mr. Patten I sometimes got bank cheques in exchange; sometimes notes. The cheques were not made out for the exact amounts always, and the settlers wished to have their labour paid for in cash. In either January or February, 1878, there was a sum of £2 4s. coming to me. I received a cheque for a different sum than that which I was entitled to. I did not receive the cheque numbered in the voucher, but I received all that was due to me. I never asked Mr. Macfarlane why the cheques were not made out for the exact amounts. Mr. Macfarlane said, in his report, that there was plenty of cash for transacting the business of the settlement, and this statement I deny. At the time of cutting the timber I signed for £8, and only received £6. John

Skipper, John Love, and Courtenay signed afterwards for the balance of £2, for day-labour. With regard to an order for £2 on the 12th of March: I received it from one of the gangers. Mr. Macfarlane refused to countersign it, the effect of which was that it was only negotiable at Mr. Marks's store. This was dated 12th March, 1878. I still hold the order. [Copy of order handed in.] It is signed by the ganger; not by Mr. Macfarlane. Marks's storeman refused to take the order when presented, unless the whole amount was taken out in stores. I once offered to take half cash and half stores, but the offer was refused. I applied once, and was told that I ought to have presented it, and left it with them before pay day, and then I could have got cash. I still hold the order. Some orders were payable at Jackson's Bay, and some at Hokitika. The usual practice was that Mr. Macfarlane did not countersign orders given by the gangers. Mr. Macfarlane would not give orders except on a particular store. I was in debt to the Government store, but I was charged higher prices than I could obtain goods at elsewhere. Simon Lofquist and John Clarke asked me to give evidence as to contracts. Simon Lofquist says he has received moneys for which he has not signed vouchers. Sorenson, at Kumara, has stated to me that he has a complaint to make. There are cases of moneys being stopped. Money due for mutton, to the amount of £2 10s., was stopped in September, 1877. In October I came to Hokitika. On my leaving Jackson's Bay, Mr. Macfarlane said he would pay it when I returned. This was afterwards placed to Collyer's account in Mr. Macfarlane's books, and I was referred to Collyer for it. Afterwards Mr. Macfarlane sold some grass-seed for me from the Government store, which I imported from Dunedin. The price of some of this was stopped from me, and the rest I had to collect myself, and take what I could get. The storeman told me he took the account for the sale of this to Mr. Macfarlane, and he told him to alter it. The name of the storeman was Adam Cronin. Love and Cox complain of similar treatment with respect to accounts. I bought the right to Courtenay's allotment, but it is so flooded in consequence of the bad formation of the road that it is almost useless. Then a house on a section was forcibly taken from Courtenay and used as a stable by the Government. I expect to go back to Jackson's Bay for a short time to bring my family away. I complained to the Hon. Captain Fraser that a man could get an order on a place where he could purchase a bottle of grog, but not where he could buy a leg of mutton; or, in other words, the order was only available at Marks's store. I did not, as a rule, keep a general store, but I could generally sell flour at about 25 per cent. cheaper than at the Government store, and if the settlers required other goods I could generally let them have them at a cheap rate. Amos Nicholson could make statements and give information with regard to the dismissal of men from the saw-mill. [The witness then handed in copies of letters which had been forwarded to Mr. Patten.]

WEDNESDAY, 5TH MARCH, 1879.

Mr. JOHN MURDOCH further examined.

Between 1st September and 15th December, 1877, Mr. Macfarlane told me if I supplied beef he would see that I was paid for it. On the strength of this I supplied beef to settlers, and Mr. Macfarlane afterwards refused to pay for it. Another man, Antonio Max, Mr. Macfarlane had money of his standing to his credit. Max was to buy a cow from me for £13 10s. Max and Mr. Macfarlane agreed that I was to be paid for the cow out of moneys due from Mr. Macfarlane to Max. Mr. Macfarlane paid me £10 of this, but refused to pay the balance, and stated that he had given Max credit for it. One John Jacques got a cheque for about £3 10s., which he laid out in flour with me. Jacques has gone in the "Stella" to Taranaki. On going to Mr. Macfarlane afterwards for work he was asked what had become of this cheque, and when he told Mr. Macfarlane, he was told to come to me for work. Some time in last September Mr. Patten came to Jackson's Bay, and I waited on him on account of some of the settlers to apply for work. He informed me that there would directly be plenty of work at the Haast Track. I asked for immediate work, as they were on the point of starvation. He said he would see Mr. Macfarlane, and see if he could give them any work before the commencement of the Haast Track. I gave Mr. Patten the names of the settlers who were the most destitute. With one exception, I believe all were willing to work on the Haast Track. An advertisement was issued calling for a list of those willing to work on the Haast Track. I understand they all applied for work on the Haast Track. I put my own name down, but the time never came that it was convenient for me and others to go. Those who went by the "Stella" were some who would have gone. I used to be told that there were others more needy who must go first, or that the work was not ready. When speaking to Mr. Nightingale he told me that the settlers were only a lot of paupers, and other settlers have told me that they were told so also, directly. Mr. McGlashan told me that he was told so, on applying for money due to him. He went to Nelson by the last trip of the "Maori." Mr. Macfarlane said he would very soon root out all who signed the petition. When the "Stella" was at Jackson's Bay in December last, I saw the Captain on board, and, afterwards, Mr. Macfarlane and the Captain together, for the purpose of getting a passage for some settlers destitute, and anxious to get away. Captain McKersie said that his orders were to take away such persons as Mr. Macfarlane ordered. Mr. Macfarlane said these persons had plenty of money to pay their own passages, and that there was work enough if they liked to take it. I was authorized to offer to the Government all they possessed if they could be removed. One of the reasons given by Mr. Macfarlane was, that it would be defrauding the Union Steam Shipping Company to take them by the Government steamer. Only one more went in the "Stella" than those who were telegraphed for. Hevelt, Boveridge, and Ray went on board the "Stella." There are eight families now wishing to get away. The settlers complained, too, that Mr. Macfarlane kept a stock of goods in his office, which he disposed of on his private account—boots, shoes, drapery, &c. He refused to give orders unless the settlers took these goods, though they could obtain them cheaper elsewhere. Generally he was so mixed up with the affairs of the settlement that he could not deal. One settler, Thomas Beveridge, stated that he had money due from the saw-mill, and was informed by Mr. Macfarlane that he could sue and get judgment, but time would be given to pay. Mr. Macfarlane was one of the saw-mill company directors. That is an instance given

as a case in point. Samuel Lofquist was going to summons Mr. Macfarlane himself, but there was no one to try the case. L. McGlashan's is another case in point. Mr. Macfarlane sometimes detained Treasury cheques presented to him for counter-signature in part, sometimes in whole. In case of one Doherty, he refused to give a portion for a payment which he had previously promised to give. In February, 1877, two settlers were going for cattle. The Haast Track was reported impassable. They offered to do certain repairs to open it for a sum of £10. The Resident Agent offered them £6. Mr. Macfarlane employed day-labour for over £11, and then left it impassable. The settlers had to go to considerable expense in opening the track. I am given to understand that in this case partiality was shown. I have seen a report to Government that complaints made against the Resident Agent could not be substantiated after investigation made—about July or August, 1878. One of Mr. Macfarlane's reports about June last says, all the adults who have left are no loss to the settlement.

Mr. PATTEN sworn and examined.

I am the officer in charge of the Jackson's Bay Settlement. I took over charge of the settlement on the 10th of July, 1877, from the Hon. Mr. Bonar, on a telegram received from the Minister for Immigration. I produce a statement of expenditure on the settlement from the 1st of January of the year 1875, to date 28th February, 1879. It shows the various items of expenditure. With regard to the amount for labour, £17,981 Os. 11d., it covers the whole of the work performed by the settlers, independent of the amount paid by the Immigration Department for the location of the settlers at the Bay. It covers the cost of the Resident Agent's house and offices at Jackson's Bay and Okura; it covers also the expenditure incurred in making thirty-three miles of roads, a portion of the jetty that is erected, and any other public works in the settlement. The works were all authorized before I took charge. In November or December, 1874, the surveyors first went down, I think. These accounts have been audited up to date. The last imprest was sent up about the middle of February. I was once Provincial Auditor, and previous to 1877, when Mr. Bonar gave up charge; I had audited the accounts; since then they have been audited by the Commissioners of Audit. When the settlement was started, in 1875, endeavours were made to get a storekeeper to open business there, but no one would go down, as the terms were not considered satisfactory. The Provincial Government were compelled to provide stores for the settlers themselves. Mr. Macfarlane, as Resident Agent, was appointed storekeeper, and a storeman was appointed as well. The method adopted for paying for the stores sold to the settlers was for the Resident Agent to deduct from the wages of each settler, or to collect as much as he could each month from them, for stores sold. First, the payments were made to the settlers in cash; but they petitioned the Government to pay by cheque, giving as their reason that it would be more convenient for them to send away money to their families by cheque in preference to cash. The first and second months' payments were made in cash. Their prayer was granted, and they were paid by cheque; and the system has been continued ever since. Up to the end of 1877 no great complaints were lodged against the system; it was only when Mr. Macfarlane was instructed to collect the back debts that they complained, and asked to be paid in cash. Previous to this instruction I believe Mr. Macfarlane was accustomed to pay the full amounts. He was instructed to collect 20 per cent. There is a statement showing the transactions under this account in the store account handed in; it shows the amount collected from the settlers and expended in stores. This arrangement was made between the late Superintendent, Mr. Bonar, and the Minister for Immigration—*i.e.*, that the stores could be purchased for moneys collected from the settlers. The first stores were bought out of imprest advanced by Government; afterwards, out of moneys collected by the Resident Agent, and a separate account opened, called "the Provincial Treasurer's Store Account."

I produce a tender-book, which shows that tenders were called for—for goods required for the settlement. A statement of moneys received from the settlers for goods supplied was forwarded by the Resident Agent monthly, together with the statement of wages; the amount expended in wages and the amount recovered for stores was explained in this statement, and remitted to the Provincial Treasurer. The amount remitted, which was represented by orders principally drawn on the Provincial Treasurer, was lodged to the credit of the store account. I may also state that at the store at the Bay an account was opened against each settler for goods supplied to him, and he was furnished also with a pass-book for goods supplied to him. The amount remitted to the Provincial Treasurer was paid into the store account at the bank by cheque. Provisions, £3,408 15s. 11d., not included in the store account, was paid for out of imprest. I hand in a statement of receipts and expenditure on store account up to 1878. £11,000 odd, remitted, includes amounts spent out of recoveries. About £15,000 or £16,000 was collected for stores and rent. Notices were inserted in the *West Coast Times* and *Evening Star* for tenders for stores. Flour and other produce is cheaper in Dunedin than here; the other goods would be about the same rate at both places. Tenders were called for, and the goods obtained from the tenderer, if he had them. The lowest tender was always accepted; and no complaint made as to the quality of the goods. [Statement, and assets and liabilities, put in.]

The money for the settlement was lodged to the credit of the Superintendent of Westland, and the method adopted—the best one that could be arranged—was to furnish the Resident Agent with cheque-books, and to pay the wages of the settlers by cheque on the Provincial Treasurer, Hokitika, and, afterwards, on myself as Officer in Charge. The wages-sheet for the month was forwarded to me, with a monthly statement of amount received and expended. I drew cheques on the imprest account for the amount collected from the settlers for the sale of stores, and this I paid to the credit of the store account; the balance I had with which to meet orders presented to me—*i.e.*, outstanding orders, of which there was always a large number in circulation. The orders were an order to pay at sight, first to the Provincial Treasurer, and, afterwards, to the Officer in Charge, signed by Mr. Macfarlane. The wages-sheet signed by the settlers was forwarded to Wellington in support of the imprest account. The settlers signed for the whole amount, and received in satisfaction this order. The orders were mostly always for the full amount of wages due. Sometimes the orders might be drawn in two amounts. The wages-sheets agree with the orders in amount—*i.e.*, the receipted vouchers. The amounts on the pay-sheet would agree with the orders. At the beginning of 1878, after the stores

were sold, deductions were made on account of stores. I had to compare the cheques with the vouchers, and, generally speaking, the amounts presented agreed with the amounts due. Mr. Murdoch has complained that at times his orders were not paid promptly. These orders that he alludes to were brought to me by the steward of the "Maori," named Lehman, and paid on the 30th of October. When he came I had not received money applied for from Wellington, and I told him I would honour them when the money arrived if he left them with some one to collect. This has occurred at other times in consequence of moneys not having arrived. At the time I took charge there was an overdraft on the store account amounting to £1,306 18s. This overdraft had been arranged between the Superintendent and the manager of the Bank of New Zealand, under, I believe, the provincial system. It was considered a provincial liability. The Bank authorities had demanded that this money should be paid off, and I agreed to pay it as I received the moneys from the settlers. I only mention this because it explains the reason of my being short of funds, having to provide for this amount, and to meet the orders drawn upon me, and to pay also for the goods required for the settlement. This was not paid by moneys from imprest account, but from moneys collected from settlers. It happened just at the time that the Ministry went out of office, and a delay occurred in remitting the amount. If the Bank had not pressed for settlement the orders could have been paid, and the goods paid for as well, for which moneys were due. I had to pay off this overdraft, to meet orders, and to buy goods. Eventually the goods were paid for out of imprest account. The overdraft was paid off, and the stores sold at the end of the year to the present storekeeper, Mr. Marks, in accordance with terms received from the Immigration Department. Mr. Marks took over the stores on the 1st of January, 1878. Mr. Marks was the only tenderer. They realized £335 4s. 9d., and rent for the stores, one at Jackson's Bay, one at Okura, £10 and £5 per annum respectively. I produce a statement of receipts and expenditure of moneys recovered from settlers since 1st January, 1878. The difficulty in collecting back rents and debts is, that Government works are stopped, and the men are not earning wages.

I was in the settlement in October. I was in the office when Mr. Murdoch came with some German settlers. Mr. Murdoch said that these men could not get employment. I told him that the Government had stopped the works. There was a tender called for, posted on the door, to get about five tons of limestone, to be supplied and sent by steam to Hokitika, but no tenders were sent in, at the very time they were asking for work. They would not go to the Haast Track. It was stated to me that their wives were near their confinement. Names were sent in of persons willing to go to Haast Track, but the surveyor had not got the work ready. I was at the settlement a month, detained by bad weather. Murdoch stated that there was no cash there to change orders with. When Mr. Marks took charge of the stores he took down £400 worth of coin, and £200 were sent down afterwards, and he informed me that he exchanged it all down there. In fact, people used to come to the store for a small article in order to get their orders cashed. Mr. Marks had been a storekeeper at the Haast before the settlement was founded. That is about twelve miles from the settlement. He has 250 acres out of the block. He had no store at Jackson's Bay before he took the Government store. I do not know of any different kinds of orders. The gangers used to give certificates of work to Mr. Macfarlane. I do not know of Mr. Macfarlane's influencing any one about the getting of stores, nor of any rule or order upon the subject. The Government have nothing to do with the sawmill. The original conditions of the settlement included the industry of sawing, and there was an agreement that the Government should encourage sawing. Verbally Mr. Macandrew authorized the Government Agent to go on with the wharf when he went there. Some of the settlers arranged with the owner of a mill in Hokitika, Haworth, and applied to the Government for a grant of land on which to erect it. I was directed to apply to the Waste Lands Board. I did so. I applied for a lease of 1,200 acres of land at the Arawata River, which was the block the settlers had asked for. The Land Board, on the recommendation of the Minister, granted the application at the nominal rent of £5 per annum. The mill was erected on that reserve, and has been working. It was understood that the jetty was to have been completed as one of the works authorized. The mill is not working just now. One cargo has been cut, 250,000 feet, and loaded. But there is a difference between the owners and contractors about the cutting of the timber, and they will not work. It is not a registered company. Haworth has a half-share, and the settlers the other half. Some of the settlers have been employed at the mill. The settlers considered it a grievance that the Government have not erected a sawmill. I made an application, but the answer was that the Government could not undertake it. A letter to Mr. Bonar, 13th August, written in 1877, mentions a vote to be proposed of £6,000, which was to be in addition to the original, for roads and bridges. The money received for the sale of the township has never been credited to the settlement to my knowledge. The money received at the Land Board has been paid into the public account. I do not know how it has been applied. It has never been made a special fund. The rent of the land has gone into the store account. A return of moneys from sale and disposal of lands can be procured from the Land Office. I will get a statement prepared. The runs were existing before the establishment of the settlement. Mr. Macandrew instructed Mr. Macfarlane to go on with the wharf and Bay Road as quickly as possible. Two chains of wharf were made, and then the work was stopped. The piles for the jetty are cut and stacked near the site: they are of silver-pine. The original estimate was from £1,200 to £1,500. This work has cost, including piles, about £300. The piles were cut by contract. I consider the erection of a wharf of the utmost importance for the success of the settlement; the timber trade cannot flourish without it. I have visited the settlement three times. On the last occasion only complaints were made. With the exception of Murdoch's letter, no complaints have been made except by Montalk, who complained of the Government keeping a store at all. He was a man not fitted for the hard work required in the settlement. The weather is much against the progress of the settlements. Exceptionally bad seasons have been experienced, and a class of men not adapted for the class of settlement was sent in the first instance. The original intention was to send persons from the Orkney and Shetland Islands. Italians, Germans, and Poles have been sent down there. Many of these coming there without means, the Government had to provide them with the common necessaries of life, with cottages to live in, and with

food; and there is a heavy expense to be incurred in clearing the land. Most of the settlers that were colonized, and had had experience in bush life, have succeeded. I do not consider that any action on the part of the Resident Agent has stood in the way of the success of the settlement. So far as my knowledge goes, Mr. Macfarlane has done all in his power to forward the interests of the settlers. Until the system of collecting the back debts was introduced, some of the men who are now complaining could not do enough for him, and spoke very highly of him. The Government did all they could to forward the interests of the settlement, until the funds were exhausted.

THURSDAY, 6TH MARCH, 1879.

The Hon. Mr. BONAR, M.L.C., sworn and examined.

I would say, as to the first formation of the settlement, the attention of persons here was drawn to Jackson's Bay as the only place where a good harbour existed from which there was an available outlet through the ranges from the West Coast. When the West Coast rush first broke out, Jackson's Bay was regularly visited by Captain McLean, then in command of the "Alhambra," and the place was highly spoken of by him as a good harbour and a place likely to be settled in future. He used to trade from Otago, and visit and supply diggers working along the beaches. Subsequent to that, from time to time, after Westland was separated from Canterbury, the various successive County Councils did what they could to encourage the settlement of population along the large extent of southern coast, gold having been found in a great variety of places, and a small population became scattered over the coast as far South as Big Bay. The various steps that were taken by these County Councils are referred to in my letters. [*Vide* Appendix, Journals of House of Representatives, D.-5., 1875.] In the year 1869 steps were taken to get a Waste Lands Act passed for lands in the County of Westland, which resulted in the passing of "The Westland Waste Lands Act, 1870." In this Act, Part III., provision was made for the establishment of special settlements. In 1871 the County Council appointed a Committee, a copy of whose report I put in. The Committee consisted of Mr. Reid, Mr. Robinson, Mr. Barff, Mr. Lahmann, and myself. The report recommended that there should be one special settlement, and that the most suitable place for it was the block afterwards selected. This is the report referred to. [No. 20, 14th February, 1871, Report of Committee on Southern Settlements.] That land was then supposed to be set aside under the Westland Waste Lands Act. Until 1874 no person availed themselves of the provisions of the Act on this block. Several parties of men were working from time to time along the coast, and there was one rush to the Haast, which resulted in very little as there was no stock, nor means of getting through the country, and all necessaries had to be imported by sea. In several cases life was lost, from persons being lost in prospecting, crossing rivers, and unable to obtain supplies. In order to reduce this loss of life, and to encourage prospecting and settlement, the County Council passed a resolution authorizing the subsidizing of a steamer to call periodically along the coast, as may be seen by the County Council Report of Proceedings. As a further indication of the mind of the County Council, in 1873, the time when the Council were straightened for means, a Committee was appointed to take into consideration the question of the County finance. That Committee's report I hand in. It will be seen that, after satisfying liabilities, the next proposal was to furnish means for opening up the resources of the southern part of the country. [Report, Departmental Committee on Finance, 20th February, 1873.] Further particulars are in a letter. Negotiations were opened by myself, shortly after being elected Superintendent, at a time when a large number of immigrants were pouring into the colony, and the Government considered it desirable to establish settlements as outlets for influx of population. It was also about this time that public attention was being directed to the conservation of our forests, and it was part of the original scheme that this might be, to a certain extent, used as a suitable place for making an experiment for the more careful management of our timber. A similar settlement was made, I think at the same time, in the Wellington Province; the idea being, I think, taken from the communications which had passed between Sir Julius Vogel and myself. The subsequent negotiations are embodied in the papers before the Commission. [Appendix to Journals of House of Representatives, D.-5., 1875.]

The arrangement between Sir Julius Vogel and myself was this: That a settlement should be formed in this particular locality, comprising 60,000 acres of land; that the Government were to locate, at the expense of the Immigration Department, 250 families of such immigrants as seemed to be of the most suitable class for the work; and at that time the idea was that the most suitable class would be persons drawn from the National Agricultural Union, with which Mr. Holloway was connected. The specific immigrants required are mentioned in my letter. The Government were to advance £20,000 for the formation of the settlement. The Minister was authorised to enter into arrangements for special settlements. £12,000 was placed on the estimates, I think in the session of 1875. The original arrangement was for the sum of £20,000, of which £12,000 was to be placed upon the estimates at once—£10,000 for uses of settlement and £2,000 for survey; the balance was to be forthcoming as required. Out of the proceeds of the land sold in the settlement one-half of the gross proceeds of the land sold was to go towards repayment of the advance made for the establishment of the settlement; the other half to be applied on the terms and conditions set down in clause 16 of agreement. ["The Westland Waste Lands Act, 1870," and D.-5., 1875.] I may say that Mr. Holloway, being on a visit here when negotiations were pending for this settlement, went through the conditions proposed to be made, and, being satisfied with them, said he would do what he could to forward the objects of the settlement in England. The class of immigrants asked for did not reach us, except fifty families selected on the West Coast. In selecting these fifty families there was much difficulty in doing it, owing to the large number of applications received from persons willing to accept the conditions offered; and in making the selection I was assisted by the Executive then in office. The next immigrants—after correspondence, and asking what steps were being taken at Home for getting settlers, but which resulted in nothing practically being done, owing to the great demand for labour in other parts

of the colony—were some who came out by a vessel called the “Douglas.” These were at first sent down to Hokitika, and those who failed to get employment at Hokitika were, at their own request, forwarded to Jackson’s Bay. The next shipment of immigrants consisted mainly of Germans. The Government, having several vessels arriving with German immigrants, communicated with the Immigration Officer here as to the advisability of sending some to Hokitika. A shipment arrived here, and, after being in the barracks for some weeks, the bulk of them remained unemployed, and at their own request were sent down to Jackson’s Bay. Subsequently another shipment of either Germans or Poles arrived in Wellington, and again the Government asked if any could be taken here, and were informed that there was no probability of their being employed here as the others had failed to find employment, but that they could be sent to the Bay if they wished. Of these a number were sent down; some few remained, but the bulk, for some reason referred to in correspondence here, declined to land and returned to Hokitika. From inquiries made at the time it appeared that there had been some mistake made in Wellington, the immigrants saying that they had no idea they were going to Jackson’s Bay, while the Immigration Officer said they were aware that they were to go. The report of the inquiry is in these papers. [Legislative Council Journal, Appendix, pp. 10 to 19; Appendix No. 4 Legislative Council Journal, 1876.] This report I can vouch for the accuracy of. None of these people could speak English: this, probably, caused the misunderstanding. The German Consul in Wellington received a report from German citizens here on this subject, and this was forwarded by him to the Government. This, with my letter referring to it, is in the same Appendix. Several applications came from different parts of the colony, from colonists who were desirous of settling at the Bay, which I was obliged to decline, the Government only having authorized the sending of fifty families from the Coast. Some time in March, 1876, the Government communicated with me relative to sending some Italians, who had, I believe, been several months in the Immigration Barracks in Wellington, unable to find employment. When first communicated with, I replied that I did not consider the Italians would make suitable settlers in a new bush settlement such as this, but the Government decided to send three of the Italians themselves to the Bay to report on the settlement to their countrymen. One of those three is now in Hokitika—Mr. Fedelli. His report and correspondence relating to it is embodied in the same paper [Appendix, Legislative Council Journal, No. 4]. There must be a telegram previous to 31st March, 1876. The three Italian deputies remained at the settlement for one month, and it rained there nearly the whole time, so that they had ample time to judge before making their report.

The reason for giving assent to the foreigners coming was, because the settlers originally asked for did not arrive, and it appeared also to relieve the Government to a great extent of the burden of foreign immigration, which they could not otherwise easily dispose of. Several other persons paid their own passages and made their own way to the settlement without Government assistance. It appeared to me that the settlement was placed at a great disadvantage in having persons of different nationalities and different languages in a new country, and contending with a new bush, which had been previously unsettled. I would add that any persons inquiring about going to the settlement were informed not only of the advantages of the proposed scheme, but also of the probable difficulties attending the first settlement. That pretty well exhausts the account of placing immigrants there. I have no doubt that the class of foreign settlers located there were unsuited to work the settlement, having no means of their own to work on, and being unacquainted with the English language. But I am also of opinion that, with a little further assistance, in the shape of employment from the Government near their homes, and the establishment of saw-mills, even the foreign element would have been utilized to advantage as settlers. Personal visits to the settlement led me to discover that a false impression had got abroad, particularly amongst these foreign immigrants; as, in visiting many settlers from house to house in their own homes, I found many of them under the impression that no steamer was to again visit the Bay, that no further work was to be provided, and that they would be left to provide for themselves out of what they might grow, before their homesteads were thoroughly established, and with a certain amount of debt hanging over their heads. I endeavoured, as far as possible, to correct this impression, but the temporary stoppage of works which followed not very long after no doubt confirmed those people in their former ideas. Had these settlers been possessed of any private means of their own, and not been obliged to depend entirely on the work offered by Government for their livelihood, they would have had a much better opportunity of getting on; but being obliged to spend so much of their time in working so as to earn a subsistence, so much time was taken from the improvement of their homes, or endeavouring to follow up any other industry. I repeatedly urged upon the Government the necessity of affording the settlers the opportunity of creating an industry amongst themselves, by the establishment more particularly of saw-mills, and I think if my suggestions had been complied with the settlement would have been in a much greater state of progress than at present. The proposal submitted by me, after advising with the Resident Agent on the subject, was, that the Government should find the bare plant necessary for a saw-mill; that the settlers should erect and work the mills on the co-operative principle, and entirely at their own expense; and that the Government should recover the cost of the original outlay for plant by a royalty on the timber exported. Had this been done, and three mills been established in different parts of the settlement, profitable employment would have been found for the whole of the settlers without extraneous aid from the Government, and the Government would have recovered the whole of the amounts advanced for the erection of cottages and supply of stores, besides getting the full purchase-money of the land, and establishing a centre of population at the Bay. In connection with published conditions, I may say the erection of saw-mills was contemplated, and it was hoped that private enterprise would have been sufficient to lead to their establishment. Several reasons interfered with this being done,—amongst others the difficulty of shipment, from want of facilities for the same; also general depression in timber trade prevailing at the time. One mill has now been established by private enterprise, partly by the settlers and partly by friends outside of the settlement; and, as a proof of the capabilities of the Bay as a safe anchorage and harbour for vessels of large size, the “Mary Ann Denison” has now sailed with a cargo of about 250,000 feet; her tonnage would probably be about 300 tons. This would be about five times as much as usually taken by bottoms out of rivers on the coast. There is correspondence to show that the

Government consented to the proposed arrangements mentioned in the conditions of settlement, but they were not gazetted until the working of them could be proved by practice. [Letter from Mr. Bonar, forwarding fifty copies to Minister for Immigration, 16th January, 1875; letter 9th April, 1877.] One of the original plans was, that the settlers should cut logs in the proper season and store them for sale to saw-mills.

I should wish the Commissioners to examine the general condition of settlement, as to price of land, clause 7, clause 8, clause 9 specially, and clause 10, in which the Government propose to give employment only for two years, so that they may ascertain that the conditions there laid down have been carried out in their integrity. [Appendix to Journals of House of Representatives, No. 9, D.-6., 1878.] I think about 5,000 acres were taken up. The whole proceeds of the land has been applied for the purposes of the settlement. I believe the rents were debited to the persons in the ledger, and credited to the sections owned by them. The original payment on account of stores, being about £3,000, was the sum being worked upon. The moneys received for stores were paid in to a store account, and used again in payment for further stores, and so on. The Colonial Treasurer suggested this as the most convenient course, instead of its being paid into, and then again reissued from, the Public Account, which would have involved a separate appropriation.

Statement of Hon. Captain Fraser in Legislative Council.

“All that were at Jackson’s Bay were sixty shanties or small cottages, a few sheep, and 200 acres of partially-cleared land. That was all the country had got for the £30,000 which had been expended on this wretched, miserable settlement.”

With reference to this, I would state that, from a personal inspection made of the whole settlement within a few days after Captain Fraser’s visit to the settlement, I found a population of 402 people living in eighty-one clean, comfortable cottages of their own, with about 200 acres of land cleared, and a considerable portion of the same either in grass or under crop; a great many of the settlers possessed of at least one milch cow and pigs, with vegetable and flower gardens, and some with fruit trees. I also found three State schools established in different parts of the settlement. From the latest published returns I found that the population of the settlement had increased between 1877 and 1878 by thirty-five souls. That the stock on the settlement had increased—

From 83 head of cattle in 1877	...	...	...	to 227 head in 1878.
“ 0 ” sheep	“	...	...	to 30 ”
“ 46 ” pigs	“	...	...	to 99 ”
“ 10 ” horses	“	...	...	to 16 ”

That the net expenditure on the settlement up to the present date, 28th February, 1879, has been £27,522.

That, on the other side, there have been 4,723 acres of land taken up within the settlement	£	4,723
Town lands in Arawata Township realized	...	1,156
750 acres of land have been purchased by other than settlers in the neighbourhood	...	750
In consequence of the formation of the settlement, 205,000 acres were taken up in 1876 for pastoral runs, bringing in an annual revenue of £502, or equal, say, to ten years’ purchase	...	5,020
Receipts from gold revenue have been about	...	60
The colony has obtained a topographical survey of 60,000 acres, and detailed survey of 15,500 acres, valued by the Survey Department at	...	3,000
Public works, including roads, tracks, bridges, and drains, have been constructed, of the present value to the colony of at least	...	15,000
Making a total of	...	£29,709
gained to the colony by the expenditure on the settlement.		
Add to this the value of improvements made by the settlers to land hitherto unproductive and valueless, estimated at £50 per acre for 200 acres	...	10,000
Provision made for foreign immigrants unable to find employment in other parts of the colony	...	2,000
		£41,709

The facts and figures I have just given I believe to be a fair estimate of the true position occupied by the settlement as regards the expenditure and results, and appear to me the most conclusive reply that can be given to the inconsiderate statements that have been made in many directions regarding the settlement.

It is only justice to the Hon. Captain Fraser to state that on my visit to the settlement I found that he had been unable to visit the best parts of the settlement on the Arawata, and the Italians at the Okura, some of whose places presented a more flourishing appearance when I saw them.

The colony was to advance £20,000, and then £6,000; and a further sum was to have been allowed for Italian and German immigrants, to make up £28,000.

The statement of Mr. Barff that potatoes condemned by the Inspector of Nuisances were purchased and sold at the settlement for £17 per ton, is utterly untrue. Some seed potatoes were sent down in the early part of the season, but they rotted in the ground owing to the bad weather, and a letter was forwarded from the Resident Agent asking for a fresh supply. The letter did not come to hand so soon as it should have done, for the reason therein stated, and the season was so far advanced that good seed potatoes were then unobtainable. Instructions were given to Mr. Todd, who was an authorized agent here, to procure all the seed potatoes he could get from the district. He bought up all he could obtain in the market, so that the settlers might still have an opportunity of getting some crop in. These potatoes were carted to his store, and emptied out and picked over, and I think only something like two tons were picked out of the quantity so procured and sent down. Mr.

Todd is in Invercargill. Aitken, his storeman, is now in Hokitika, and he superintended the picking over. After the potatoes were sent down no complaints were made, but they were informed by letter that they were the best that could be procured. The statement that the potatoes were condemned by the Inspector of Nuisances, and then sent down, is utterly false. I was not in the slightest degree interested in the purchase of these potatoes. Mr. Todd bought up all the seed potatoes that could be obtained at that late season of the year. Mr. Barff further says, “—to force settlement on conditions under which people sent as special settlers become a burden upon the country, while at the same time they were possibly leading, as represented to him, almost the life of pigs.” I can only say, from personal visits, and from the mouths of the settlers themselves, that this is quite incorrect. So far from such being the case, in February, 1878, I conversed with the great bulk of the settlers, and found them well satisfied with their treatment and condition, but they required somewhat more assistance from the Government until they had more fairly established themselves. Again, Mr. Barff speaks of “scores of letters received pointing out details of mismanagement.” Hearing that Mr. Barff had received correspondence, and expressed himself in terms, that considerable cause of complaint existed, I had an interview with Mr. Barff. He then made a statement somewhat similar—that he had scores of letters, but he had not got them with him. I requested him to furnish me with distinct charges on particular points, but he failed to do so, and yet has subsequently reiterated these charges in his place in the House of Representatives.

With reference to Mr. Reeves's statements, it is impossible for me to tell what allegations may have been made to that gentleman; I can only say that, so far as I know, the statement that there has been gross mismanagement, and that there has been gross jobbery and speculation, is entirely without foundation. The fact is completely the reverse. With reference to his further statement that the establishment of the settlement has been for the private interest of any individual or individuals, that is utterly untrue. The settlement was started, as I have already shown from the official documents, solely for the public interest; and, as far as I am myself concerned, I may say that my private interests have suffered very materially through my public duties in connection with the settlement. I may take this opportunity of saying further that but for the interest which I had, partly direct and partly indirect, as at one time owner and subsequently agent for the steamer “Waipara,” the expense to the Government in connection with the settlement would have been at the most moderate computation one-half more, if the work could have been accomplished at all, which I very much doubt. With vague charges like these it is utterly impossible to contradict anything. The charges must be made specific for me to deal with them. I certainly think that persons making such statements ought to be called upon either to substantiate or withdraw them. The subsequent statements in Mr. Reeves's speech are equally without foundation and incorrect. The first goods for the settlement were purchased by the Resident Agent himself without any restriction, just as a country storekeeper would manage for his own business. Subsequent to that, the first few things that were required were sent for to the Superintendent's office, and the orders were handed to Mr. Todd to procure the goods in the same way. This was pending the adoption of the system of getting supplies, and, subsequently to that, tenders were called for for everything, and everything was procured by public tender, the tenders being opened and decided upon by the executive, with myself, while I was in charge of the settlement. The goods, when required from time to time, were taken by the steamer “Waipara,” and the reason was that she was the only local steamer available, and that some of the goods required to be delivered not only at Jackson's Bay, but at the Okura, where the other steamer trading, the “Maori,” could not enter. There were also intermediate ports—Abbey Rocks, Bruce Bay, Paringa, and Haast—which required to be supplied with small quantities of goods which they could not have obtained unless a steamer had been subsidized for the purpose of calling there, as was done in former years by the County Councils. By sending the goods by the “Waipara” this took the place of a subsidy, and so these intermediate places were supplied without additional cost to the Government. There was no other steamer trading except the “Waipara,” and the monthly trips of the “Maori.” The charges made were considerably less than those before authorized, when the steamer was subsidized. These charges were those stated in my previous letter, the subsidies varying from £100 to £160 per trip. The charges authorized when the steamer was subsidized were £3 10s. per ton. The charge made to the settlement was £3 per ton, with a deduction of 10 per cent., which the Immigration Department said they were in the habit of getting. In case of passengers, £3 was the authorized rate; the charge made to Government was £2 10s. From a return attached to the letter referred to you can see the dates of the sailing of steamers, and the names of ports called at. From a further reference to a return laid before Parliament, I see that, during the year when the bulk of the carrying was done, the gross amount of the receipts by the steamer averaged £118 per trip, being less than the amount formerly paid by the county governments by way of subsidy alone, without considering the freight which the steamer carried independently of subsidy. I may just refer to one instance in which the Government felt they ought to charter a steamer to fetch up a man and his wife from Jackson's Bay. They paid £200 for a steamer, which went on one day and returned the next. I take this opportunity of disproving the statements made, that the settlement was established for the benefit of the owner or owners of any steamer.

I may mention a case of a particular class of flour, for which I was agent, and which was sent from my store without tenders being called for. This was pending the making of proper arrangements for the supply of stores by tender. I do not know of any other steamer that would have entered into these rivers. I feel sure the “Lioness” would not have gone. She has never been into any of these rivers. No communication has been received from the owners offering the “Lioness.” The s.s. “Tui” conveyed some settlers from Wellington to Jackson's Bay, but she did not enter any of the rivers, and was subsequently withdrawn from the coast trade. There is a statement made that the Executive Officer recommended that no inquiry should be held. A reference was made to me, as Executive Officer, as to whether an inquiry by Royal Commission should be appointed, and I objected on the ground of expense. In February, 1876, I suggested that some person should be appointed. I telegraphed to the Government suggesting that the Under Secretary for Immigration, who was at Dunedin, should visit

the settlement, and make any inquiry that might be deemed necessary. I draw attention to this because it has been imputed to me that I endeavoured to impress on the Government that no inquiry was needed. I put in the actual correspondence which passed. [App. Journals H. of R., H.-28A., 1877.] In the Hon. Captain Fraser's speech there are several statements which are incorrect. I felt my mouth tied in Parliament from replying, as Government had decided to appoint a Royal Commission to inquire into the whole matter. Captain Fraser refers to Big Bay: I suppose he meant Smooth-water Bay. The persons he refers to were advised not to go to the part of the settlement which they took up, but persisted in doing so in spite of all remonstrance. Captain Fraser says, "It depended on Mr. Macfarlane whether settlers got work or not, and they did not get paid for it, for no one in the settlement had seen the colour of money for two years." That is also incorrect. The returns of work done can be shown from the settlement books, and these will show the amount which each settler had allotted to him. The payments were in the first instance made in cash, cash being sent down to the settlement for the purpose. The settlers complained of being paid in cash, and requested to be paid by cheques or orders, as the easiest means of transmitting money; and, though it might have been more convenient to have paid in cash, so far as the Government were concerned, a system of orders upon the Treasury was adopted; the Government considering it a reasonable request, and also feeling the undesirability of having a large sum of money lying in a place so far removed from other places, and for about eighteen months without any police protection whatever. The settlers, during the time I had charge of the settlement, were not paid by orders on the store, but by orders on the Provincial Treasury. We are also told that the Italians complained bitterly of their treatment. In reply to that, I would state that a copy of a letter forwarded by the Italians at the Okuru to their Consul in Melbourne was forwarded to me, and, in that, they expressed themselves well satisfied with the manner in which the promises of the Government had been carried out; and the only complaint stated was that some of the butter was not very good, and that the meat was not of the primest quality. The Hon. Captain Fraser further refers to one of the Italians who told him he had eight children, and asked him how he could maintain them. The only person I can think of with such a family was Carlo Turchi, who was one of the delegates previously referred to, and was thoroughly conversant with the settlement before he went. There was a further statement about two girls, but Captain Fraser afterwards stated that he had been misreported. The way in which the amounts to be advanced to settlers were to be secured was, that in the regulations it should be a condition that the amount of the store debt should be a liability on the land, and that no Crown grant should issue until the amount due to the Government either for stores or part payment for land was cleared off. Mr. Macfarlane took as much as people could afford, and in paying would draw one cheque to be sent up here, and keep the other for the balance to be remitted on store account. The chief causes retarding the progress of the settlement were—(1) The failing to send the classes of persons originally intended to be sent; (2) the inability to get sufficient private enterprise and capital to start local industries within the settlement; (3) the refusal of the Government, when this was ascertained, to assist by means of furnishing the plant for saw-mills, which would have been the main industry in a country such as that—viz., the timber. Another was the two years of exceptionally wet, bad weather which prevailed in this part of the colony. The settlers lost their first and second crops; but this was being gradually overcome by the increase in the quantity of stock which was being fattened in the settlement. The returns for 1877-78 show an increase in population of 35. Stock increased from 83 to 278. The absence of wharf accommodation is now acting very prejudicially against the settlement. Another and very important feature is the want of communication, even by track, from the Paringa to the Haast, about some twenty miles. It is impossible for either men or horses to get along the sea-beach for that distance, and, now that the track is open across the Haast to Otago, this twenty miles is the only barrier to horse communication from Nelson to Otago. That is the only link which a horseman cannot travel. I may also say that for many years good gold has been got by a few parties in the country this track would traverse; but the difficulty and expense of conveying provisions has prevented its being properly prospected. These, I think, are the principal drawbacks to the progress of the settlement. Notwithstanding all the disadvantages and the prejudices against the settlement, I believe a very great public good has accrued from its formation. A depôt has now been created, from which men can work both north and south without endangering their lives from starvation or drowning. Stock has been introduced; and one industry—sawing timber—has been established, and a start has also been made to utilize the large quantity of limestone which exists close to the bay. From the settlement, exploring parties have discovered what promise to be important industries to the colony. I refer to the Dusky Sound copper mines, and the Caswell Sound marble quarries, the discoverers of which both started from Jackson's Bay. I think, when the Government do not undertake to give employment, 250-acre blocks might be given to intending settlers, on a deferred-payment system, but I think the present settlers ought to have a like opportunity afforded them. I have no doubt about the progress of the settlement, especially with the track referred to, and the completion of the jetty.

W. Mayer was sworn as interpreter.

FRANZ MAX sworn and examined.

[An affidavit, published in the *Hokitika Evening Star*, dated 27th February, 1879, was read to witness.]

The statement contained in that is correct. I do not think I made oath when I made the statement. It contains my whole charge against Mr. Macfarlane. The book referred to I have at home.

JOHN TOBIEN was sworn and examined.

I say that £6 too much has been charged against me. I produce my book. This amount was for the rent of one section: I occupied the section one year. I and my son occupied two sections of ten acres each, at £6 per annum, or £3 for each section. I have paid £6 twice. I occupied the land one

year. I entered on the land in September, 1875, I think. I believe I was a year on the ground; I abandoned it in August, 1876. I paid rent after I left it—that is, the amount was stopped. I could not keep occupation of it because of the water on it. It was useless. I did not give notice of abandoning the land. I left the land and went to Jackson's Bay. I think it was about six miles from Jackson's Bay. I remained at Jackson's Bay about four weeks, and came to Hokitika in September, 1876, about a month after I abandoned the land. I have not been to Jackson's Bay since. For the last month £9 was due for work. Mr. Macfarlane detained £6, and I had £3 worth of provisions. My son is at work at a farm. He came with me to Hokitika. I demanded the money, but it was deducted. My son said Mr. Macfarlane said he kept £6 for rent, and we could have £3 worth of stores. I wished for the money, not the stores, but I could not get the cash. I spoke to Mr. Macfarlane with my son. I met Mr. Macfarlane on the road.

JOHN TOBIEN recalled.

I can only say my son went to Mr. Macfarlane, who wished to see me myself. I met Mr. Macfarlane on the road, and Mr. Macfarlane said, "I suppose you want your money?" I said, "Yes." Mr. Macfarlane used some bad words, and I did not speak to him any more. I asked Mr. Macfarlane for the £9, but he said, "£6 goes for the land and £3 remains." When my son went, only he was in the store with Mr. Macfarlane. Afterwards I met Mr. Macfarlane on the road, and he said, "I suppose you want your money?" I said, "Yes, I want it." I did not say anything more. I speak English very little. My son told me that Mr. Macfarlane said we must take goods. My son is sixteen miles away at work. My son used to live with me. I did not mention the amount, being under the impression that my son had mentioned it.

Mr. MACFARLANE sworn and examined.

During the time referred to, the store was in the hands of the Government. This person was getting supplied with goods from the store at the time, and the account was not closed until the man was going away, and so he received stores for his money. I think the account was squared. I am almost positive I did not refuse him any money. The book given to me is in my handwriting. I deny that I refused money instead of stores. I cannot recollect about the stores. He had evidently taken the book away. It will appear in my ledger. I remember an objection being made to paying the rent. No difficulty was put in the way of giving cheques. I never asked any one to take goods. I do not remember meeting Tobien on the road. It would be no advantage to me to force a settler to take goods instead of money. I think Tobien gave his own section to his neighbour. I had no notice of his abandonment. He told me several different stories about his intentions; one was that he was going to Queensland to fetch his son. I think that when he was getting payment for his last month's work I pointed out to him that under the regulations the rent was payable in advance, and that I must collect the amount. I got no notice of abandonment. One section covered the whole of the improvements, and the other was kept. In the event of Mr. Tobien applying for that section again, we could not refuse it him.

FRIDAY, 9TH MARCH, 1879.

JOSEPH COLLYER sworn and examined.

I was in Jackson's Bay in September, 1877. About seventeen miles away, at the Okura, I had a ferry and cattle, and charge of the branch store for Government. I rendered my accounts to Mr. Macfarlane. I had some transactions with Mr. Murdoch as to some sheep. I have referred to my books. [Murdoch's evidence read.] I have had one or two settlements with Mr. Murdoch since, and no reference has been made to me with regard to any balance due. I do not think any special arrangement was made, and I should prefer to see the man who was in my employ at the time. I think I remember making two payments to Mr. Macfarlane in reference to the sheep.

FRANZ MAX sworn and examined.

[Book handed in showing account between witness and Resident Agent—*i.e.*, pass-book.]

I did not transfer my section to Mr. Lipinski, and I had no conversation with him, because I did not wish to acknowledge the house. I did not ask Lipinski to ask Mr. Macfarlane to transfer £14 14s. on my account to Lipinski. I was never in the house referred to. I lived in the Government houses erected for the settlers as temporary residences while their houses were building. I was with a friend who could not speak English. I had no interpreter with me. My nephew did not act as interpreter. I came to Mr. Macfarlane. I said, "I want a house," and he built a house for a good deal. I said, "I do not want that house; it is too dear. When I want a house I will build one for myself." I bring the book. Mr. Macfarlane kept money before he built the house. I did not have any conversation with Lipinski before I left. I do not want the house. I wanted the house, but not the section. The house stands on the ground which I wanted. If Mr. Macfarlane gives me work I stop. I did not want any other section. I did not mean to stay, but I could not go. I could not get the money. I did not ask for the money. I went with the intention to settle there, but I am a farmer from my youth, and I saw the land was no good, so I altered my mind. When I took the section I had been there five months, but I took up the land for the sake of getting work to help me to get away from the place. When I went I had a firm intention to stop. About five or six months after I changed my mind. I did not tell Mr. Macfarlane, or I should never have been able to get the money to come away. Mr. Macfarlane would not let me go till all was settled. When I left Jackson's Bay I refused to give my book to Mr. Macfarlane. I made no arrangement with Lipinski. If Lipinski says I did so it is not true. I have a nephew here in Hokitika. He knows the same as I do. In September, 1875, I went to Jackson's Bay, intending to take up land and settle under the Government regulations. I took up my residence in one of the buildings, and opened an account at the Government store. I got work, and lived on in this way for four or five months. We waited for the land to be marked off. We were three or four days looking over the

land. When I really made up my mind not to stop three or four months must have elapsed. I was sometimes working two, sometimes three, and sometimes four days per week during this time, but I was never knocked off altogether. All the time I was there I lived in the Government building. When Macfarlane told me to go on the section I refused. No one showed me the ground. I took the next ground to my neighbour. Macfarlane told me to go and select land; I went up then and took it. I told Mr. Macfarlane I would take this section, but there was no house on it. When I first came there and looked at the ground I selected it, and I intended to take it up, but afterwards it flooded. It was about three or four months after I selected the land that the house was mentioned. When the ground was selected the houses were built one after the other for the settlers. Before I arranged anything about my house I wanted to see the first house. Mr. Macfarlane ordered a house to be built close by. I went and asked Mr. Macfarlane if it was for £26. I said I did not want a house—I would get a house built for myself, and he must not keep the money. Mr. Macfarlane said, "You build your own house." But Mr. Macfarlane told Porter to build the house. I told Mr. Macfarlane it was too much money. He said, "Build one for yourself." Then he kept my money every month. I was working meantime for the Government. The houses were being built one after the other, and this one was the third. There was no particular time for balancing the account with Mr. Macfarlane. The balance used to be paid me by cheque. I gave the book to Mr. Macfarlane for him to balance it off, and he did so. He detained money, and told me I must have a house to live in, and he kept it for this purpose. I was always asking for the money, and saying I would pay for the house myself. I knew Porter was building the house. I did not then go to Mr. Macfarlane and tell him not to go on with it. I meant to take the house if it was well built. After it was finished I got a man who understood building, and took him up to see if the house was fit to be lived in—a man named Crawford. He said it was very badly built. He said when the bush was cleared the wind would blow it down. Mr. Macfarlane had some cross-pieces put to hold it up. Crawford got from Mr. Macfarlane the specification under which the house was built. I told Mr. Macfarlane, and he told Crawford to put the cross-pieces referred to before. The house was no good. My objection was that the house was not fit to live in. I never offered to take the house at a reduced price because it was so badly built. After the house was built the flood came. If the house had been well built I would have stopped there. My mind was always doubtful, but when I saw the house was badly built I made up my mind not to stop. I was always looking out for a good opportunity of selecting. I do not know whether Porter had many contracts for house-building. I never went into the house. When I told Mr. Macfarlane I would not take the house he stopped the stores: this was in December. Then I owed £15 19s. 4d. When Mr. Macfarlane found I meant to go he sent me a notice to pay £6. I did not work any more afterwards. I do not know how much was due at this time. I always trusted to Mr. Macfarlane to make up the book. I cannot read and write. What was owing by him for work I always knew by memory. Setting aside the house, about £29 18s. was due to me for wages. The notice contains the amount owing for stores, £6. This £6 I paid in cash, because Mr. Macfarlane would not let me go in the steamer unless I did so. I have been in Hokitika about two years. I arranged for my passage with the captain, and went to fetch my family, and Mr. Macfarlane told the captain he would not let me go until I had paid my store account. I paid £11 10s. for my passage by the steamer. After my arrangement with the captain, Mr. Macfarlane asked him not to send a boat, but when my store account was paid he said he would send me off in a boat to the steamer. The name of the steamer was the "Beautiful Star." My book was never squared up before I went away. When Mr. Macfarlane stopped the stores I had to get them as I could. I did not get any stores from the store after that time. I cut down trees on my own land, and cleared one acre of stumps for cultivation. When I had no work from Mr. Macfarlane I worked upon my own ground. The money I paid for stores before leaving, and passage-money, I had saved out of my wages. I had £12 saved after paying these amounts, and bought a house. I did not complain, but sometimes the potatoes were not good, nor the butter, and dirt was in the flour in the bags. I was sometimes obliged to be satisfied with what I could get. I never, however, mentioned it. I have sent some potatoes back and got better ones instead. Sometimes the provisions were good and sometimes bad. I may say I was afraid to send my wife to the store, because there was a case where another woman was beaten at the store by Mr. Macfarlane and three other men. My girl saw it. She is in Hokitika. Her name is Annie. Sometimes we got 50-lb. bags of flour, sometimes 100-lb. or 200-lb. bags. I could not say how much was bad. It might be a few pounds more or less. I have nothing to do with Lipinsky. I never said anything to him about the house which was built on my section. I have heard that Lipinsky has the house. I never transferred the section nor the house in any way whatever. I hand in the store account I received when going away, which I paid in cash. I never took anything after this was paid. I thought that was the receipt. Mr. Macfarlane said he would give me a receipt on board the steamer. He never did give it. I left before the new year. After I received the notice I never could get any goods, because Mr. Macfarlane would not give me any. I received the notice on the 1st of November. I received the book before I received the notice. I thought the book only contained Government business. I never paid the first year's rent of my land; *i.e.*, I do not know whether the first year's rent was charged against me in Mr. Macfarlane's book or not. I never heard anything about rent. I was never told the conditions of settlement. I never thought to ask for the regulations, and Mr. Macfarlane never told me them. I remember Mr. Macfarlane coming and asking me about building houses. He said he would call for tenders for building the house. I did not know the price from Mr. Macfarlane, but I heard it from others. I had no objection to the price of the house if it was properly built. I agreed to it, but I wanted a good house. I would have taken the house if it had been built as it should be. I said that to Crawford. When the ground was cleared the house was built. I said, Build the house where it is clear land. Mr. Macfarlane said the house was in the wrong place when it was finished. Mr. Porter never said anything to me about the position of the house. Mr. Porter's son never said the house was in the wrong place. Neither my son nor myself ever slept in the house. (Report 26th September, 1876, read to witness.) The statement is not correct, inasmuch as I did not object to going out, but only to the house. When we landed I do not remember Mr. Macfarlane telling me to go to Okuru instead of where the house

was built and the land selected. We did not know that land was open for selection at Okuru till the Italians came.

JOSEPH MAX sworn and examined.

I am a nephew of Franz Max. I went to Jackson's Bay with him for the purpose of settling. We lived in a house provided by Mr. Macfarlane. I worked with my uncle, and got stores and lived with him. I know my uncle selected land, and I had fifty acres near his. I picked my own for myself. I did not like one selected by my uncle. I picked it out. Mr. Macfarlane showed me whereabouts to select. I was not told the conditions of settlement. I did not have a house on my land. I was going to live first with my uncle. I was not asked for my rent. I could not tell if it was deducted from my wages. I remember the house being built on my uncle's land. I was not there when the arrangement was made. I heard my uncle say that he was going to build his own house himself when he was at home. I never heard him talk to Mr. Macfarlane. When the house was built I heard my uncle tell Mr. Macfarlane he did not like the house, it was not good enough; and Mr. Crawford looked at it, and said it would blow down when the bush was cleared. After that, Mr. Macfarlane had some battens put to it. When we would not live in the house Mr. Macfarlane would not give us stores. I never heard any conversation between Mr. Macfarlane and my uncle about it. If the house had been well built, both my uncle and myself would have lived in it. I do not think I am going back. I am eighteen years old. I do not know of any conversation between Mr. Macfarlane and Lipinsky and my uncle about transferring the house to Lipinsky.

Mr. MACFARLANE recalled.

These parties came in September, 1875. A party of them came. On arriving I put them into the Government cottages until they could find houses for themselves. As soon as they were ready I put them all on to work. Soon after, the sections in Smoothwater were thrown open for selection. Previous to this a number of ten-acre sections at Arawata had been taken up, and a number were open. I told the men how far the settlement was, and that other sections would be open at Waiatoto and Okuru. I showed them a map in the office, and gave them the number of the sections at Smoothwater. They might not all have been there, but a number of others were there. I put up a notice that the land was open, and on a certain date the sections would be open at Arawata, Smoothwater, and Okuru. Afterwards I heard the land was good at Okuru, and advised them to wait. They said it was too far away; they were afraid of not getting "tucker." A man named Skipper advised them to go to Smoothwater. After the notice was posted they went to Smoothwater and selected sections; and, if there was more than one application simultaneously, the sections were allotted by ballot. Franz Max and Joseph went amongst others. Skipper had copies of the pamphlet, but not translated, and all the original settlers had copies too. I was prepared to give them every information. After they had been there for some time I told them that I would build houses for them. They said they could not see the timber, &c., and I suggested that they should keep at work on the road, and that I should call for tenders and have houses built for them. They agreed to this, as I have stated already. Stores were only refused unless cash was paid for them. Max never raised any objection to the house till after it was built. After it was built I urged Max to take his own house; and a short time afterwards he objected to the manner in which the house was built, and he got Mr. Crawford to get the specification, and he reported that it required some extra stays. These were put up, and I consider the house was worth the money charged for it. Two-roomed houses built here cost £18 each. The chimney is of wood, with shingle roof. Max never offered to take it at a less price. I heard he was going away, and as he was not working I told the storeman to supply him only for cash. In September Max earned £7 1s. That was the last work. He was not knocked off work because he refused the house. Max received stores while he was working. A short time after I went down there two parties brought goods down. Some parties complained of the prices charged for boots, trousers, and other goods, and asked me to get some for them. I wrote to the Government, and asked if they would allow me to include these in my monthly requisitions to the officer in charge here. In my reply I was told the Government could not interfere in these matters; that they could only supply food, and that drapery, &c., must be obtained by some other means. I sent for the goods, water-tight boots, &c., and supplied them, and my books will show the prices charged. My goods were limited to drapery, &c. The settlers would have taken any quantity of the goods of the class I supplied. The Government supplied food, tools, hardware, &c. I kept separate accounts in my books, but not in the pass-books. When Max left a balance of £14 9s. 3d. was due to him. The last goods he got was 3s. 10d. on 2nd December. I have debited Lipinski's account with this £14 9s. 3d. Lipinski and Max requested me to do this. I cannot recollect the particular date when they did so. Lipinski was to occupy the house, and his account was to be debited with £14 9s. 3d., and Max was to get £15 19s. from Lipinski. This money was to be paid to me by Lipinski, to be paid over to Max as I got it. Max asked me for the money. I told him I had not received it. He said the money was in the book, and I must have got it. I told him if he talked to me in that manner he must be his own agent, and get the money from Lipinski himself. I had no written order to transfer this account. Lipinski has abandoned the section, and is living in the house next to it. He has paid no rent. I have not been able to collect, but I think last March there was a small amount paid for rent. I do not think I could have made this arrangement only on Lipinski's word. Lipinski admits his liability on account of Max. It was in the street in Hokitika that Max asked me for the money. It was in Revell Street, about opposite the Bank of New Zealand, about four months ago. Max came up to me. Tom Aaronson told me that Max wanted his money. I told him I had not received the money; when I did I would give it to him. He told me that I had charged the money to Lipinski, and I must have it. Max did not say that he did not recognize Lipinski. I told Max he must pay £5 19s. 6d. before he left the Bay. He went off to the "Beautiful Star" in the Government boat. I prevented the people from leaving the place till the accounts were paid. I told Max he could not leave in the boat unless he paid his account. Max did not demand the money for the house at that time, so far as I remember. It made no difference to me who built the houses. If Max repudiates the arrangement the £14 9s. 3d. will be retransferred to his account in consequence. I believe that Lipinski and Max were present together.

THOMAS AARONSON sworn and examined.

I know Franz Max. I remember meeting Mr. Macfarlane with him in Revell Street. Max asked me to go with him to see Mr. Macfarlane. I asked Mr. Macfarlane to wait a minute and let me speak with him. I then asked Max what he wanted to ask Mr. Macfarlane; he told me to ask him about the money for the house. Mr. Macfarlane said, "If I get the money from Lipinski I will give it to you." Max said, "I do not want any money from Lipinski." Macfarlane then said, "Did you not tell Lipinski to take the house?" Max flew into a passion, and said, "It is a lie." I told him to be calm, or I could say nothing. I said to Max, "You said you did not authorize Lipinski to take the house; Mr. Macfarlane says you did. I can say nothing." Max, in fact, ignored Lipinski altogether in the matter. I do not remember Max saying that Mr. Macfarlane had entered it in the book, and that he must have the money. I think a sum of somewhere about £27 was mentioned. Max made a statement to me before I saw Mr. Macfarlane, but not in Mr. Macfarlane's presence.

ANNIE MAX sworn and examined.

My name is Annie Max. I lived with my father at Jackson's Bay. I went to Mr. Macfarlane's with Mrs. Zilawsky. I do not remember when. Mr. Macfarlane would not give us anything. The woman went for a bag of flour, and when she took the flour Mr. Macfarlane and the storeman hit her. Mr. Macfarlane, Mr. Turnley, Mr. Collyer, and Mr. Cronin were present. Mr. Macfarlane kicked her and hit her and knocked her down, and the others, as well, kicked her when she was down. Then she got up, and they took her and threw her out of the door, and the storeman asked me if she was "much hurt," and I said "Yes." They threw her out, and she was lying in bed for a fortnight, and she had marks all over her. She said to Mr. Cronin, "I will get a bag of flour, and you must put it down in the book, for Mr. Macfarlane owes me some money." Mr. Cronin did not tell her not to take the flour. She did not hit any one. There was no one then except me and her present. I knew Mr. Zilawsky; he could speak some words for himself (of English). Mr. Macfarlane was in the store when I went in. He struck the woman on the back and kicked her on the legs. I did not see the woman catch hold of Mr. Macfarlane's beard. I did not see her catch hold of the boxes. I was in the back room part of the time, and there was a noise in the back room, which I heard.

MR. MACFARLANE recalled.

Some time after Mr. Zilawsky returned from Hokitika, from being in hospital, Mrs. Zilawsky came down to the store for some purpose. I was in my office at the time writing, when I heard some noise at the store, and the storeman opened the door and rushed in, at the same time closing the store door with a bang. He told me Mrs. Zilawsky insisted on getting goods out of the store without paying for them, and she said if she did not get them she would take them. Suiting the action to the words she went to the back part of the store, and took up a bag of flour, and put it on her shoulder. I spoke to her and told her she had better put the flour down and go away quietly. She did not answer, but turned round and made a rush for the door of the second store, evidently thinking the door was open. I went into the back store and asked her to put down the bag of flour, but she would not, and I tried to take it from her. She then threw down the flour, and tried to seize my beard, using some very strong language. The storeman and Mr. Turnley were immediately behind, and they took hold of her and tried to get her out, and she laid hold of the boxes and screamed, and would not go out. We managed to get her to the front-store door, and put her outside with as little violence as possible. The woman was using both her teeth and nails, and we used no more violence than we could help. I neither kicked her nor struck her. I think Mr. Collyer was there. I know the woman was out at night within a week after this occurred. About her bruises or other matters of the kind I cannot speak.

AMOS NICHOLSON sworn and examined.

I have been a resident in Jackson's Bay. I left last Tuesday week in the "Waipara." I was working manager of the saw-mill. I have been so since last July till within the last fortnight. Men obtained work there by Mr. Macfarlane's orders. Doherty and his party were prevented from work—Doherty and Cronin, Clarke, Ray, Burmeister, and Dwan as well, I think. The reason given was that they had signed a petition having reference to the settlement. Mr. Macfarlane gave me the instructions. I do not remember any others. The others were working in the mill. These were the only men not employed, and the reason given was that I have stated. They would have been kept on but for that. As it was they got fourteen days' notice. The mill belongs to a company consisting of Mr. Haworth, Mr. Marks, and several others. Mr. Macfarlane was legal manager, and I was working manager. I got my instructions from Mr. Macfarlane, and when we leased it Mr. Macfarlane signed the lease for the company. At the time this order was given we had not leased the mill. I was then working on wages. Mr. Macfarlane sent for me to his office. We are now working on a second lease. The company pays so much per 100 feet for timber cut. I cannot tell the date when I went to the office, but Mr. Macfarlane sent for me to come to his office when there was a meeting of the company for the leasing of the mill. When I went down Mr. Macfarlane called me into the inner office, and told me that he had received instructions to let the mill, and that if we came to terms there were some parties working getting logs who would not have to be there. Mr. Macfarlane told me that he had let a contract previous to this to Doherty's party, which would require a fourteen days' notice to terminate, and he told me to give them notice of that, which I did. I commenced my contract at once. We agreed the same evening. I gave the parties referred to notice the following Monday or Tuesday. That was the notice these parties were to get. After this notice expired I did not employ the same loggers. After these men were discharged I could employ whom I liked. Mr. Macfarlane told me to give the notice because these men had signed the petition referred to. In Mr. Macfarlane's contract with these men he had to supply them with a horse. He told them he would not give them a horse. He said that men who would sign a petition like that were mean enough for anything, and that he believed if they got the horse they would maim it. I afterwards got the horse, but I had to pay a man out of my own pocket to go with the horse and take charge of it all the time. I spoke to Mr. Macfarlane, and he said I ought to charge the company with

it. I think I paid this man £2 7s. for this. I do not remember Mr. Macfarlane saying that he did not believe in giving his money to men who were trying all they could to injure him. I said that in the next specification I should insert that any man not giving satisfaction should be discharged. These men gave satisfaction so far as I was concerned. We were hindered because we could not get logs. We had not enough men, and they did not understand the work. Mr. Macfarlane must have given the notice of the lease of the mill. I did not keep the men on because I found Mr. Macfarlane so bitter against the men that it would have been very disagreeable. These men afterwards tendered lowest for work for logging. I did not accept their tender. Mr. Macfarlane has never interfered with me in the working of the mill since then. I put in this extract: "*Re Doherty's petition.* He came into my office and offered to withdraw it if I would let them go on with the mill, and if I would not give him the job he would send it. I came near kicking him out of my office, but there is nothing mean enough that those men will not do; so no matter how they blarney, don't trust them. I will be back in about a month. In the meantime push on the order for the vessel." After the men were discharged I employed, with Mr. Macfarlane's knowledge, Ray and Burmeister, and since then Dwan and Cronin for about a week, as men were scarce. Mr. Macfarlane said he did not mind my employing Ray and Burmeister. He was not so bitter against them as he was against the others. When Mr. Macfarlane wrote to me we were on confidential terms. We are not on very good terms with one another now.

SATURDAY, 8TH MARCH, 1879.

HON. MR. BONAR re-examined.

In my evidence on a previous occasion I omitted to mention that we have urged the Government to get a small steam-launch for entering the small rivers along the coast, which would I think be of great service. The Harbourmaster reported against an open steam-launch, but not against one decked over. I would also call attention to the transfer of the store to private hands. I would say it was quite against the wish of the original promoters to have anything to do with the supply of stores. The most liberal terms had to be made by the Government as to the arrears of rent and for stores supplied before any private person could be induced to relieve the Government of the supply of stores; and only one tender was sent in when the stores were advertised; and the original agreement was that not more than £1 per month should be deducted from the wages of the settlers.

JOHN TOBIEN re-examined.

The stores were given to me for £3 against my will. Everything was cleared, and nothing more over and above the £3 was taken without being paid for. I took more stores afterwards. When the £3 were taken up I was obliged to take more stores under circumstances for my living. My son obtained the latter goods and paid for them to the man who was at the store. When I took the £3 worth of goods I wanted the money instead. The last time I was in Mr. Macfarlane's store the book was not made up.

RUDOLF TOBIEN sworn and examined.

I am son of John Tobien. I went with my father to Jackson's Bay in August, 1875, to settle there. We took up land and lived at Jackson's Bay in one of the Government houses. I took up land, and my father too. The sections were adjoining. The ticket produced is my father's for No. 61; mine was next to it. I am not sure of the number. My father and myself both went to select land with Mr. Bowmaster and others. Mr. Macfarlane did not go. These pieces of land looked good, and we took it. We had a house build on my section. My father and I lived there together. We went to live in the house about three months after we went to live at the Bay. My father and I and a settler then built the house. One man who was there said the house was worth £12. There were two rooms in it. I do not remember the size of the rooms or the length of the house. I lived in the house, and left it at the end of July or the beginning of August, 1876. We left the house because the land flooded, and we could not get crops. There were ten acres in each section. They were suburban sections. We went down to Jackson's Bay, and stayed about four or five weeks, and returned to Hokitika. We did not sell the land, we simply left it. We paid £3 per annum for each section. We paid two years' rent. The amount was stopped out of our wages. The second time it was stopped I objected. I went to Mr. Macfarlane's store before I gave up the house. The second year's rent was stopped before I left the house. I could not say how long. It was somewhere about this time I saw Mr. Macfarlane at his own place. I went myself. I asked Mr. Macfarlane for £9 due for wages. I cannot say how long it had been due. I asked for it. Mr. Macfarlane said he stopped £6 for rent. I think the year was not over, and that he had no right to stop it. I did not tell Mr. Macfarlane so. Nothing more was said then about the £6. I asked for the £3. Mr. Macfarlane said he wanted to see my father about it; he did not say what for. I asked for the money. I cannot remember exactly all his words, but he said, "You can take it out in stores." I cannot remember if I took any stores then. I did not want any stores at the time. I did not tell Mr. Macfarlane so. He wanted to see my father. After this I and my father met Mr. Macfarlane on the road. I do not remember how long after. I do not remember who spoke first. I asked Mr. Macfarlane for the £9. He said there was £6 kept for rent for the next year, and £3 to be taken out in stores. I was speaking, and told Mr. Macfarlane what my father said. I do not remember what my father said. I do not remember telling Mr. Macfarlane that he was not right in keeping back the money. Mr. Macfarlane was scolding my father for going away from Jackson's Bay. He said it was not right for him to go. I said the land was flooded, and we could not grow crops. Mr. Macfarlane said we could have land at Okuru; and I said there were too many rivers. I had no talk with Mr. Macfarlane after that. I could not say whether I saw Mr. Macfarlane after that at the store. I said no more to Mr. Macfarlane about the £9, but I had more stores and paid for them. (Pass-book handed in to witness.) I know this book. I got it to have everything entered in which we had from the store. (Items from pass-book read to witness.) After the £9 I did not work any more. I paid for my stores afterwards in cash. I do not remember how much. It was about £2 5s. 6d. I do not remember who entered in the book the items

£6 rent and £9 wages. I cannot remember how long it was before we left Jackson's Bay that we met Mr. Macfarlane. I think it was about a month. I remember Mr. Macfarlane telling me that he wanted to see my father. I cannot tell what time. I was going with my father to Mr. Macfarlane's office when we met him on the road. I was going to ask Hayfield to take care of the house, but people told me that was not allowed, and Mr. Hayfield told me so too. I told him he could take it, but after I told him it was not allowed, and he said it was not allowed. I did not give Jacques my crops, &c. I did not give my crops to any one else. I settled the accounts for stores the same day that I left. My father was not with me. Mr. Macfarlane was not there. I only remember the storeman. I do not remember Mr. Macfarlane, or any one else. Mr. Crone signed the book. I saw him write in the book. I cannot tell how much I earned for wages all the time I was there. I was there about a year. The amount due for stores was generally deducted. There was generally a balance paid for wages. Mr. Hayfield wanted to give me £3 for my house and land—that is, my section. I understood it would not be allowed. People told me so. I spoke to Mr. Macfarlane, and told him I was going to give it to Hayfield. Mr. Macfarlane told me I could sell to Hayfield if I would stay and take other land. Hayfield had a section of his own. He gave me £3, and I returned it to him. We kept our pass-book at home, and took it to the store when we got goods, and when it was made up we took it home. When we were in Jackson's Bay, after we had left our house, I spoke to Mr. Macfarlane at his office about selling to Hayfield. I paid back the £3 after I had seen Mr. Macfarlane. I told Mr. Macfarlane that my father and his family were going away before we left our house. Sometimes we got beef from the store and sometimes from Mr. Murdoch. My brother got beef from Mr. Murdoch. Mr. Murdoch gave in the account to the store, and it was entered in the pass-book. I do not know whether the beef I got from the store was cheapest, or that which I got from Mr. Macfarlane. I only got beef once from Mr. Murdoch.

Mr. MACFARLANE recalled.

Under the regulations the rent was to be deducted three months after selection for the first year, and thenceforth the rent was to be paid within one month after the commencement of the year. My practice was that the rents as they accrued were deducted from the wages. I had no instructions on the point, except those contained in the regulations. I had no objections to this course from others. About March, 1878, a petition was forwarded by the settlers to the Government, asking that the rents should be made back debts, and collected in the same manner. This was agreed to. The petition also contained an application to the Government for continuous work, *i.e.*, six days per week instead of half-time, as provided in the regulations. This was agreed to by the Government, but an alteration was made as to monthly payments, by the deduction of 20 per cent. instead of £1 per month for wages. From the time that the Government stores were transferred to private hands this arrangement for deduction had existed. The final settlement was made for Tobien at the time of the sailing of the steamer, about the beginning of October. I knew when they (*i.e.*, the Tobiens) were going. There was nothing to hinder these persons from saying that they meant to give up paying rent and leave the settlement. I knew that they objected to paying rent. It might have been better to have said to them, when they objected, "You can give up paying rent, but give me a written notice." This man's neighbour wanted to buy his section, but I had no power to transfer. They said nothing to me about Hayfield. When parties applied to me to have their properties transferred I have told them I would offer no objection to the transfer, so that they took the chance of getting a title, but the rent must be charged to the original holder. There was no means of registering a transfer, and the parties transferring had to take the risk. I receive the rents, but give credit for them to the original holders. I make a pencil memorandum of the application for transfer, but I keep a record of those who pay the rents, and those persons hold the receipts. I receive rents from those persons who hold lands for which the regulations have not been complied with. I never refused to give cash for the £3 referred to by Tobien.

MONDAY, 10TH MARCH, 1879.

Mr. JOHN MURDOCH sworn and examined.

With respect to the first allegation in the petition I consider the person appointed to carry out the duties of manager of the settlement as Resident Agent, Mr. Macfarlane, was not competent to direct the roadwork, and did not possess sufficient engineering knowledge. I refer to the Arawata and Bay Road, where they commenced along the sea-shore, threw down the timber in clearing the road line, and afterwards built a wall of brush with a stone wall on the top. Almost every flood that came took away the works as fast as they could construct them. The sea threw down the wall. Mr. Macfarlane was the engineer in charge at the time. Mr. Nightingale told me that a few chains cost over £500. After laying out a large amount of money in making a road then it was abandoned. It was only of use for a pack track, but not wide enough for a road. After making a new road, putting it higher up the hill, instead of giving it a regular grade so as to pass easy over a high bluff, they took no notice of what was ahead of them until they got up to the bluff. They are now zigzagging it, and it is impossible even to make it a good or safer road without carrying it back a long distance. If they had looked ahead they could have made a road with a gentle grade, instead of 1 in 6, or steeper, as this one is. I may also mention the Okuru wire-bridge over the Turnbull River at Okuru, which through incompetence they have lost once or twice. If tenders had been called for the several works generally, and the lowest tender accepted, to the best of my belief the works would have cost about half what they have cost. Portions have been done by day-labour and portions by private contract. Tenders were sometimes called for. A good deal of the work was given by the Resident Agent fixing the price and giving it to a particular person without calling for tenders. The sea-coast road was laid off by an engineer named Murray. I am not speaking of the levels of the road, but of the construction, in my evidence. I have never seen the wire bridge at Okuru; I only know from hearsay. I will mention the case of John Tobien, who got something about £60 worth of fascines to lay down, whereas if tenders had been called for it would have been done for one-half. Sixpence per bundle was paid, and it would have been done for

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 50lb. 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.

This was about January. Mr. Macfarlane told me he would not acknowledge any orders. I do not believe the order given on the 12th of March would have been of any use to any one except to Mr. Marks. I never had an order before that. I believe that no one else but Mr. Marks would have got cash. With regard to other orders in connection with the Government, I have got orders against other settlers, sometimes for several pigs, and Mr. Macfarlane has only given that on the understanding that I would have them in the bush. I owed money to the store at the time. (Certificate of work shown to witness.) I do not remember now supplying goods or other things on certificates similar to this. I am not sure that I signed the voucher before I got the order. I got £1 credit in store-book. I paid in a cheque for £2 17s. I received back 1s. I kept the order back to hold as evidence. I got the rent receipt as well. I asked for other rent receipts, but I did not get them. I believe I signed this order in Mr. Macfarlane's office. He would not give the money. I cannot say the reason why not. I have always signed my voucher before I got my money. The vouchers were sent round the works for the men to sign for convenience. I did not get paid the first time. I got paid in Mr. Macfarlane's office. I only signed once in the office as far as I remember, and then I got no money. The orders were no good except at Mr. Marks's store. I never brought any one of these orders to Mr. Macfarlane's. There was no other store but Mr. Marks's, and the neighbour's, and my own. Mr. Macfarlane said he would not cash the orders.

From the regulations we were entitled to three days' work per week per annum for two years. We asked for a concession, that this period of two years should not commence until the land was open for selection. I do not know whether this concession was granted. I went on about the 19th of January, 1875. From that time I earned, for the first year, about £51 4s., being £11 4s. less than it should have been under the regulations; for the second year, £68 10s. 9d., being an excess of £6 2s. 9d. under regulations; the total deficiency on the two years being £5 1s. 3d. The land was open for selection on the 6th of March, 1875. If the concession asked for had been made, calculating the time from March, I should have been entitled to work to the value of £124 16s. I actually earned £136 8s. 9d. being an excess of £11 8s. 9d. in the two years over and above the amount I was entitled to earn under the regulations. In March, when I came to fetch my family, I was away four or five weeks. Instead of the settlers getting work, it was withheld from them until their store account had run up. If they got their full amount of work per annum they got it in a manner prejudicial to them. If the settlers laid out their own money in stores that was given as a reason for not giving them work. Settlers could get goods landed by the "Maori" monthly. Work was given by choice to those settlers who were most indebted to the store. I was not away from the settlement more than once in 1875. I was not away at all in 1876. I was only away once in 1875 and 1876, to the best of my recollection. From March was the time from which the settlers asked for the half-time period to be computed. I suppose in February, 1876, I was working on my own land. I used to apply for work every two or three weeks. In 1875 I remember some of the settlers working overtime. Before the land was open for selection we were working full time. We could work full time, and we were allowed to work ten hours a day, and the two hours were carried on to make up another day; so that we could make seven and a half days per week. I have no reason to doubt the correctness of the figures above stated, which have been made up from the documents which have been produced before the Commissioners.

TUESDAY, 11TH MARCH, 1879.

JOHN CALLERY sworn and examined.

I have one charge to make, viz., that I was not shown justice in the settlement. I went to the settlement about three years ago next January. I started work there then. I earned about £30 of settlement money. I complain that I did not receive the amount I consider I was entitled to under the regulations. I think it was about £27 or £30 that I received; the book will show the exact amount. I was concerned with Doherty, Cronin, Andy Nolan, and Dwan. It was for clearing the Bay Road. My share was somewhere about £4. I signed the petition to the Government. I know of nothing, except that I did not get enough work allotted to me. I had my own grievances, and so I signed the petition. I believed in having an inquiry into the management of the settlement. I knew nothing about the other charges. I signed the petition in the "Arawata." Michael Dwan brought it to me to sign. I have not been at the settlement continuously. I began work on the 1st of June, 1876, and worked till the 1st of August; and then went to work on my land. I knocked down six acres of heavy bush. I went twice to Otago. I was seven or eight months felling bush on my own land. I went once to Otago by the Haast Track. The first time I went to Otago I was away about three weeks. I do not remember about getting work when I came back. I went to Otago a second time. I was away from the settlement from the end of February to the 1st of June. I was "sacked" before I started. I have been also in Hokitika. I have been backwards and forwards, and I expected to find work when I got back. I was up Jackson's River quartz-reefing and bringing down stone. I went round with this petition for signatures. The schoolmaster at the Bay copied the petition. His name is George Adams. John Murdoch and Doherty drew up the petition. I cannot speak German or Polish. Dwan read the petition to the settlers. Dwan and myself went round with the petition by ourselves. Dwan read the petition to the settlers. Dwan does not know any German or Polish. Belesky read the petition to the settlers at Smoothwater. I cannot say that the settlers understood the petition. Dwan and I went round and read it to them, and they signed it. When I got the "sack" I was engaged on the Bay Road. I had been at work about a month. Three parties used to take turn-and-turn-about, but some men got constant work. I should have come to work for a week three weeks after I went away. I am not a married man. There was one settler who requested to have his name removed from the petition. I cannot tell his name. I know him by sight. Now, I remember, Nelson was his name. He is a foreigner.

JOHN MURDOCH sworn and examined.

The one case that applies to this charge is Samuel Lofquiets, who had a contract from the Resident

Agent for clearing about eight chains of road, time more or less. The amount of the contract was something about £18. He informed me that he never signed a voucher for any amount upon that contract, and that only something like £16 was placed to his credit in his store-book. He had no knowledge that the voucher had been signed. There was another contract of Lofquiets for £10 about the same time. He was paid about £8 on this.

I know of a case where a voucher was signed without the party's knowledge. It was John Clarke. He had done some work about twelve months ago, in January or February, 1878. When he came to settle up for the work he was told that the voucher had been signed for the December month. I think it was Mr. Macfarlane or Mr. Nightingale who told him Clarke got his information from Mr. Nightingale. I got mine from Clarke. The work was done, at least the latter portion, in January or February, 1878. The voucher was signed the previous December. It was at the instance of Clarke that this charge was made specially. Wheeler tells me that at one time he had never signed his voucher for day labour for work done at the Haast Track for about £30. Wheeler did not tell me that any one had signed the voucher. These cases about vouchers are the only ones I know. Beveridge, Clarke, and Dwan's case is one in which the voucher signed by them was not for the amounts they received. They are in Jackson's Bay. I do not remember any other charges substantiated in the same way. I drafted a few of the allegations in the petition. I was not interviewing the settlers to gain the information. I believe I received every portion of this information at my own house. A messenger was sent for me to a place belonging to John Clarke, where there was a meeting. Thomas Beveridge was the messenger. John Clarke, Patrick Doherty, Patrick Dwan, and Thomas Beveridge were present, and I think John Callery, but I am not sure of him. There was no interpreter. I do not know of any foreigners being there. I do not remember any, unless Racho was there. The information had been collected by myself and others. I got my information incidentally, when I was about my own business. Clarke told me that his voucher was signed in December, 1877, without his knowledge, for work done in January and February, 1878. I have no authority in writing to put in these charges against Mr. Macfarlane. I have never seen Mr. Clarke's pass-book. I know nothing but Clarke's own statement about Mr. Macfarlane's business with Clarke, without any documentary evidence. I only put my own signature to the petition. I did not get other signatures.

The allegation is a statement of Dwan, Clarke, and Beveridge. The statement was that one of the three signed for £25, and two signed for smaller amounts. I do not know about the date. I cannot say the date. I think it was some time in 1878. I think before May. The persons interested made these statements.

MICHAEL POLLOCK sworn and examined.

I know nothing at all about any potatoes being sold on the wharf at 6d. per bag. I have sold several lots of potatoes. I am an auctioneer, and have sold several lots for Mr. Churches. I produce my book of sales. Eighty-one bags were sold for £5 1s. 3d. to Mr. Todd. I understood the potatoes were a consignment sent to Mr. Churches. I never supplied goods for Jackson's Bay by tender. I believe tenders were called for some times.

JAMES AITKEN sworn and examined.

I was clerk and storeman to Mr. Todd. I do not remember Mr. Bonar instructing Mr. Todd to buy up potatoes, but I remember that Mr. Todd did buy a lot on the 6th of January, 1876, at auction, sold by Messrs. Pollock and Bevan. I did not attend the sale. Mr. Todd attended and bought the whole lot. I could not say how many he bought. I hardly recollect the price. They were brought over to the store, and we put on all the men we could to pick them over and re-bag them. They were then sent on by the "Waipara" for Jackson's Bay. Twenty-nine bags were sent, about 2 tons 5 cwt. They were sold at £6 per ton in Hokitika, to the Immigration Department, to E. S. Robinson, Provincial Treasurer. Mr. Todd was anxious to supply as many potatoes as possible. He went round the town and bought a few bags, and they were sent direct from the store in which he purchased them to the "Waipara." I cannot say where he bought them, nor what he gave for them. When they got down alongside the "Waipara," it was discovered that they were in very bad order, and Mr. Bonar and Captain Bignall objected to receive them. I believe they were left on the wharf, and eventually thrown into the river. I do not know from whom this last lot was bought. The only potatoes sent, so far as I know, were those which were picked out of the cargo sent by Messrs. Pollock and Bevan. I should most likely have heard of it if any others had been sent. At that time old potatoes for seed were hardly to be had in Hokitika. [Invoice handed to witness by the Hon Mr. Bonar.] That is the invoice. I do not think the second lot of potatoes came from Mr. Bonar's store, but I cannot say positively. The potatoes which were rejected were not picked over, and that is why they were rejected. We had six men picking over the potatoes from about 11 o'clock to 3. The potatoes were sold at 11 o'clock, and the steamer sailed at 4. They were picked over because they were known to be in bad order, and we wanted to select them. I believe Mr. Todd tried everywhere to get seed potatoes, and these were all he could get. I consider the price charged by Mr. Todd for his labour and trouble was by no means excessive. Mr. McCrea did not buy these potatoes, I can say positively. [Letter shown to witness, from some person unknown.] I can say the statement in this is entirely untrue. I have no idea who the writer can be. Mr. Todd told me that he had to get seed potatoes for Jackson's Bay, and that he must look all round the town for them, and that if he bought from Pollock and Bevan the potatoes must be picked over. Only those potatoes were bought which were considered the best for the purpose required—that is, for seed—and they were the best procurable.

JAMES AITKEN recalled.

Eighty-one sacks of potatoes were bought at auction, and reduced to twenty-nine bags by picking. In nearly every case we had to find new bags when re-bagging them, and the men received 2s. per hour. They were at work from about 11 till 3. I was also assisting. Then there was the cartage to the "Waipara." I was being paid £4 per week. The potatoes had to be wheeled to the store to be picked over. Cartage was 2s. per ton. The bags were 1s. each. The refuse

were carted away. They were given away for the cartage. The invoice for £14 19s. includes all Mr. Todd's labour and trouble for the whole transaction. Mr. Todd did purchase other potatoes, which were thrown away, but he rendered no other account.

JOHN BEVAN sworn and examined.

At the time referred to we had had a large quantity of potatoes offered, and the market was consequently glutted. We sold some by auction to Mr. Todd—1s. for the bag and 3d. for the potatoes. Old potatoes, sound, had been previously realizing from £7 to £8 per ton during the season. The potatoes had been stacked, and had been heated and sweated. The bags did not appear so bad outside. They were old potatoes, and unsaleable at the time. There might have been a lot of good ones amongst them. I should consider £6 per ton a very reasonable price for potatoes picked over, considering time and trouble. I do not know of any potatoes being condemned. The wharfingers would not allow potatoes to lie on the wharf if there were any there. I do not believe any order was made by the Inspector of Nuisances. He is now in Napier. I do not believe anything of the kind, such as referred to by Mr. Barff, occurred. Mr. Clayton was wharfinger. He is now in Timaru. He would not allow anything of the kind to be lying on the wharf more than twenty-four hours.

Mr. D. MACFARLANE recalled.

I remember a cargo of potatoes arriving in Jackson's Bay in January, 1876—twenty-nine bags. They must have been in good condition or it would have been noticed on the invoice. I sold them at £10 per ton. They cost £9 12s. per ton, including freight and bags. I sold them at £10, not charging for the bags. The same price was charged for all of them. No complaint was made at Jackson's Bay by any of the parties who bought them as to their being rotten. The price was £10; bags, 12s.; which left 8s. for other expenses at the Bay. The prices charged, as shown by the day-book, were 10s. per cwt., or at the rate of £10 per ton. The statement made in *Hansard*, 29th of August, by Mr. Barff, that these potatoes were sold at the rate of £17 per ton, is entirely incorrect.

HON. J. A. BONAR, M.L.C., recalled.

It was not customary to advertise in other provinces for tenders for supplying goods for Jackson's Bay. The money for the formation of the settlement was being advanced to the Province of Westland, secured on the lands of Westland, and the settlement was founded with the object of improving settlement in Westland. I think, speaking from memory, there were one or two occasions when some goods were supplied from Dunedin, when the bars on the coast were not very workable, and the supplies were needed. As soon as matters were got into working order tenders were called for. The tender-book will show when the system commenced. It was when the settlement was fairly in working order. It was not the custom to tender outside the province for ordinary provincial supplies. The Council did once advertise for a steamer to visit these south-west harbours and rivers, without success.

JOHN MURDOCH recalled.

I bought some of the potatoes referred to. The vessel came in in January, 1876. I ordered Mr. Cronin to send out either a half a hundredweight or a quarter of a hundredweight, I am not quite sure which. My book will show. We only had one meal out of the lot, whatever the quantity may have been; but, at that season of the year, nothing else could be expected. I do not remember any one planting potatoes at that time at Jackson's Bay. I bought mine for household use. The season had been very wet, and a large portion of the potatoes planted had perished in the ground in consequence. They were anxious to re-plant as soon as possible, because the season was getting late. Potatoes unfit for domestic use would not necessarily be bad for seed, if the season and soil suited. I ordered the storeman to send a small quantity to try them, to be used for domestic purposes. I saw the potatoes landed before I purchased them.

JOHN HALL sworn and examined.

I am a merchant residing in Hokitika, and was in business there till some months ago. I was in the habit of tendering for goods required for the Jackson's Bay Settlement. Tenders were usually called for by advertisement, and some days before the "Waipara" was to sail it was the practice to send round to persons likely to tender notice of the goods and quantities likely to be required. I never heard of any complaint on the score of want of publicity being given. If there had been insufficient notice I should, of course, have known of it. There were only four or five of us in the habit of tendering, and we always got sufficient notice.

SATURDAY, 22ND MARCH, 1879.

THOMAS FELL sworn and examined.

In the early part of 1875 I applied to Mr. Macfarlane, before he left Hokitika for Jackson's Bay, for myself and family to come down to the Bay as settlers. He gave me the forms of application—one for myself, and one for each of my two sons. At the time he gave them to me I did not think I could leave for three months. He told me to fill in the applications, and lodge them about a month before I could leave. In three weeks' time I disposed of my property in Hokitika, and was ready to come to the Bay. I had not filled up my application, but I went to the Hon. Mr. Bonar, and he told me that all the supposed immigrants had either gone to Jackson's Bay or were filled up in number, and that he could not find my name in the book. On second search he found the names of myself and family. This was on a Tuesday. He told me the "Waipara" would not leave for the Bay for ten days or a fortnight,

and that if I would call down he would send me and my family if possible free. On the Thursday following the "Waipara" was to leave at 10 o'clock at night. I had to hurry off with some cows, which I put on board and paid for, and myself and three sons. The amount was £14 15s. This included a passage for my wife, who followed shortly afterwards. Some little while after arriving here I spoke to Mr. Macfarlane about the passage-money, and he told me he would try and get it back for me, as it was only right that I should have it. I did not hear or say any more about it until Mr. Patten's first visit to the settlement to audit the books. I then spoke to Mr. Patten, who said he would do his best to get the money refunded. I never had any reply from Mr. Patten or any one else on the subject since. On Mr. Patten's second visit to the Bay, when the Government store was transferred to Mr. Marks, I spoke to Mr. Patten. He had forgotten our previous conversation on the subject, but he told me to write him a letter, and he would do his best to get the money refunded for me. The second day after this I came in to the Bay again, and met Mr. Macfarlane at the store. He told me to speak to Mr. Patten about my passage-money. I replied, "Yes, don't you think it is time for some one to try and get it for me." He said he thought it was, and perhaps we might at once come to terms about it. I said give me £10, and I will cry quits. He went into the office where Mr. Patten was, and returned and said Mr. Patten said there was no money available for the purpose, and I must write him a letter. I wrote to Mr. Patten and to Mr. Macandrew. I received an answer from Mr. Macandrew, that it was referred to the Immigration Department. I had no answer from Mr. Patten. I waited three months, and, receiving no answer, I wrote to Mr. Gisborne. He sent me a telegram, advising me to bring it before the Royal Commission. That is all I have to say. I am a *bonâ fide* settler, and live at Arawata. I intend to remain, and try and make myself a home here.

Last Christmas twelvemonth a man named McGlashan took a contract to build a punt, and I took a share. I think it was about the November before the store was transferred to Mr. Marks. I do not know whether there was any stated time for the completion of the punt. I never saw the contract between Macfarlane and McGlashan. When the store was transferred to Mr. Marks, and the books closed, all the money earned by me before the books were turned over to Mr. Marks was to be credited to me in the Government book, of which there was £7 10s. deducted from my earnings from the punt, of which I did not earn 30s. Mr. Macfarlane did not recognize me before the punt was built as a partner of Mr. McGlashan. I mean that Mr. Macfarlane gave me credit for £7 10s. in the store account. Mr. Macfarlane said he had been told by McGlashan that I had earned £7 10s. on the punt contract, and McGlashan admitted to me that he had told Mr. Macfarlane so. I got all that was due to me on the whole account, including this deduction. I complain of Mr. Macfarlane having taken McGlashan's word for the amount.

In my interview with Mr. Macfarlane he offered to credit me in the store-books with the £14 15s. paid for my passage-money. I replied No. I paid my own hard earnings, and I will have that or none. I owe somewhere about £60 or £70 for myself and family. I owed more than the amount at the time the offer was made.

HUGH MCKINNON sworn and examined.

I am a settler working at the Haast Pass. I took a contract about February, 1877, for forming 10 chains of road at the Arawata. I relied on a person of the name of Ray to help me with it. Ray looked at the contract, and said it was too cheap. Ray has left. I was put about for mates. I had not signed the contract, so I came into Mr. Macfarlane's office. He asked me who my mates were. I said I had some trouble to get mates, as the contract was too cheap. I said I would take Mr. Murdoch, who was a good worker. He said, "All right—a very good workman," or something to that effect. I signed the contract. We started work. Mr. Murdoch said I had taken it pretty low. There was a bad point of rock. We had either to fill up a large hole, or cut the rock away. I said I did not bargain for rock at all, and Murdoch agreed with me not to work until I had seen Mr. Macfarlane. I saw Mr. Macfarlane, to see if he would allow a little more where there was rock. I think he looked at the work. He said he would not allow any more in consideration of the rock. He made no objection to Mr. Murdoch's working with me. He made no allusion to Murdoch when he refused to allow extra. I finished the work according to specification, and got nothing extra on the contract. If I had filled up the hole I could have passed the rock, and I did a little of both. I cut about three feet off the rock. Mr. Murdoch left when I went to see Mr. Macfarlane about the extras, and before I told him Mr. Macfarlane would not allow anything. After Mr. Macfarlane had said Murdoch was a good man I did not see him (Mr. Macfarlane) again until Murdoch had left the work. My section is the first in the Arawata. I intend to remain if I can support myself. I could make a living if I could get extra work besides my farm. I have only a ten-acre section. Supposing I could get £10 worth of work I could make a comfortable living. I may have made some observation to the effect that I did not care to take Murdoch as a mate, as he might make himself disagreeable to Mr. Macfarlane. I had no reason to think that Mr. Macfarlane would act unfairly to Murdoch. I do not know of any complaints as to land regulations. I do not wish to take up any more land. I have no complaints to make.

ALEXANDER MCARTHUR sworn and examined.

I did not sign the petition. I remember tendering for a piece of road-clearing at the cemetery, clearing bush. I think it was about ten chains. It might have been nine and a half long and two chains wide. I do not remember the amount of my tender. Beveridge's tender was accepted. Mr. Macfarlane told me Beveridge's tender was a little higher than mine, but as the man had a family he gave it to him; and under the circumstances I submitted to it. I have, I think, tendered for every piece of road that was open for tender. I tendered for the formation of the cemetery road. The first tenders were declined because they were too high. Every one in the settlement knew the amounts. Tenders were called for a second time, and I got the contract. I did not tender the first time. Every one knew that the first tenders were too high. Every one had the same chance for the second tenders. No special information was given me to guide me in making my tender. I made up my mind what to tender for, and it was accepted. I made no complaint on the occasion first referred to when Mr. Macfarlane gave the contract to Beveridge. I have no complaints whatever to make. I intend to remain. I have the next section to Mr. Crawford's at Arawata. I have a few head of cattle,

and if the land was open at the Okuru I should make a selection if I could make it on easier terms. I was a partner with Murdoch. We brought over about 100 sheep from Canterbury. Murdoch was to be salesman on our joint account. Mr. Macfarlane settled with us for the meat we supplied without making any deductions. I was a partner with Mr. McKinnon, when he objected to take Murdoch in. He said perhaps it would be difficult to get the contract passed, as Mr. Murdoch was at loggerheads with Mr. Nightingale, who was road overseer. I do not think Macfarlane's name was mentioned. We had a specification to work by. McKinnon meant that some one might make difficulties; he might have meant Mr. Macfarlane or Mr. Nightingale. It was only a conversation amongst ourselves. Mr. Murdoch was always at loggerheads with them. I had not change to give Mr. Macfarlane, and he gave me an I.O.U. for 3s., which was paid to Mr. Crawford two or three days afterwards. Mr. Macfarlane had difficulty in getting change. He often gave small cheques drawn in favour of other parties for change. The difference between my tender and Beveridge's might have been about 2s. per chain for the cemetery road. I believe Nightingale stated the amounts of the first tenders. No complaints were made about it at the time.

BARTHOLOMEW DOHERTY sworn and examined.

I am engaged on the Haast Track. I am a settler at Jackson's Bay. I signed the petition. I know nothing about the second and fourth allegation contained in it. I only signed it on account of the first and third allegation. Before the year 1878 a man named Robinson was supplying the settlement with meat. We had to pay 6d. or 8d. per lb. I got mutton from Murdoch in 1877. The meat got from Robinson was charged in the pass-book. I got it through the Government store. Robinson delivered it. The price of mutton from Murdoch in 1877 was 5d. The Resident Agent entered his own meat in the pass-book for settlers, but not Murdoch's. I have got meat from Mr. Murdoch, which was charged in my pass-book at the Government store. I believe Murdoch's price was cheaper than Robinson's. I only know that Murdoch told me the meat would not be allowed in my pass-book. I did not ask Mr. Macfarlane about it. Last September two years I worked for Mr. Adams, a surveyor. I got a cheque for the sum of £10. It wanted Mr. Macfarlane's countersignature. It was a Government Treasury cheque. He would not sign the cheque unless I gave it over to him, to place to my credit in the pass-book. I refused to give the cheque. At this time I wanted to buy a milch cow, which I was paying £17 for. I had a little bullock to kill at the time. I asked Mr. Macfarlane if I killed the bullock and bought the cow whether he would make up the balance for the cow out of the £10 cheque. He asked me what the bullock would fetch. I said I thought about £12. He said he would make up the balance of £5. I killed the bullock on these terms, and it realized £14 5s. I got the £14 5s. The remainder of the money Mr. Macfarlane said he never promised. I have witnesses to prove that he did promise it me. I received the £14 5s. from Mr. Macfarlane. I thought at the time I was justified in keeping the Government cheque. I think I owed about £50 at the Government store. I had a mate who received a £50 cheque at the same time. He got his money for the cheque, though he owed more at the store at the time. If there had been a Magistrate here I should have sued at the time for the cheque. I was supplying butter to the store and to Mr. Macfarlane's own house at the same time. Mr. Macfarlane charged his private account in my pass-book. I owed Mr. Macfarlane a private account for drapery and other goods, which were entered in the pass-book. I received oatmeal from the Government store sometime in 1876. It was 2 cwt. It was bad. I gave it to the settler next to me for his pigs. I was not charged for it. Mr. Macfarlane charged my neighbour half-price for it. The flour was also bad. Because Mr. Macfarlane did not pay me cash when he could have paid it I was obliged to take draperies and other goods instead, and the draperies were too dear. I have got orders from Mr. Macfarlane for draperies on Crone. About three months after I landed here I bought a cow from a man named Jackson. I paid £15 for the cow. I paid £10 and owed £5. My next neighbour and myself were working at a contract at the time. We called on Mr. Macfarlane and asked him for £5 to pay Jackson. He could not do it at the time. The contract was not finished at the time. After great trouble Mr. Macfarlane gave £5 on the contract. I never remonstrated with Mr. Macfarlane, and told him that because I could not get cash I had to take his draperies at a much higher price than I could get them for elsewhere. I never bought drapery from Mr. Porter. I asked Mr. Macfarlane to send to Hokitika to a person named Ross for boots. He got some and charged 32s. 6d. I could have got them in Hokitika for 30s. At the time we signed the petition we were logging at the mill. A few days afterwards we got fourteen days' notice to leave the work, and fresh tenders were called for. Mr. Nicholson gave the notice. He did not tell us the reason. I think it was because we signed the petition. Fresh tenders were called for. We tendered at 1s. per hundred. Others tendered at 1s. 2d. per hundred, and they got it. Those who got the contract had signed the petition. It was Mr. Nicholson who called for these tenders. He was manager at the time. The terms of our contract were to supply logs at 1s. 6d. per hundred, with fourteen days' notice to terminate. Then Mr. Nicholson called for tenders, and we tendered at 1s. per hundred, to deliver on the skids. Our tender at the mill (for the first tender) was 1s. 6d. I have now a contract for Government at the Haast Track. I have had no Government work since I was knocked off at the mill till this. Mr. Wilson, the engineer, let the contract for this I have now. At the time I was knocked off at the mill our terms of contract were for fourteen days' notice. We got that notice. Mr. Nicholson called for tenders for the second logging. I was not aware that Nicholson had taken the mill. I did not ask why we got the notice. I remember coming to Mr. Macfarlane's office about this time, and talking to Mr. Macfarlane in private. At the time I came to Mr. Macfarlane's office Mr. Marks and Mr. Nightingale were there. I asked them to retire. I told Mr. Macfarlane that if we got equal justice with the rest of the settlers we would withdraw the petition, otherwise we would follow it up. Mr. Macfarlane said, "You can do your worst." If we had got justice we should have withdrawn the petition. I was authorized by Beveridge, Michael Dwan, Cronin, Callery, and August Rosenansky to withdraw the petition if we got justice as we said. On their authority I offered to withdraw the petition without the authority of the other petitioners. I had not possession of the petition at this time. I think Dwan had it; I am not sure. I thought that if we five agreed all the others would agree to withdraw the petition. By equal justice I

mean equal work. I meant that if we all got the same amount of work we would withdraw the petition. A reef was discovered up the Jackson. A track had to be cut to bring down some stone. Six of us were to do it for £18, or £3 per man. Mr. Macfarlane was a shareholder in the reef. Mr. Macfarlane told Mr. Nightingale that he would give him the money for the calls out of the £3. I gave an order on Mr. Macfarlane, and he paid it. Some of the others, who were also shareholders, gave orders, and he paid these too. In April, 1877, I took a contract on the Bay Road for £40. When I came to sign the contract he would not allow me to sign unless I took two men on extra. He mentioned no names. He agreed to let three of us do it, and we proposed to take in Thomas Beveridge, a man with a large family, two of whom were in hospital in Hokitika. Mr. Macfarlane refused. He allowed us to take in Cronin, who was a single man. Beveridge was at day-work on the road. I am sure he was not ganger at the time. Beveridge had just finished the wharf contract. There was day-work at the road at the time.

I think if the road up the Arawata Flat had been let by tender it would have been done for half the actual cost. I think the Bay road was badly laid out. Some of the road work on the flat was done by contract. Early in 1878 I had a contract for £40. I went to Mr. Macfarlane. He came out to pass the contract. We were not paid for a fortnight after we passed it. It was taken in my name. My share was about £13 odd. I received the full amount in cash from Mr. Macfarlane. I wanted flour. I had no cash. If I had had cash I could have got flour cheaper than at Mr. Marks's store. I would not ask Mr. Murdoch for credit. A portion of the £13 odd went from me to Mr. Marks. I paid it to him. Mr. Macfarlane said that there was a certain amount of work to be done before it could be passed. We were kept back because there were some slips that were not cleared away. Callery and Dwan brought the petition to me to sign. I do not know who drew it up. I attended a meeting when it was discussed. We drew up a draft and it was copied for us. I drew up part myself, and Murdoch drew up the rest of the draft. At the first meeting two Dwans, Callery, Clarke, Beveridge, Cronin, Murdoch, and myself were present. I could not say which part I drew up. I cannot say how much. [Copy of a petition put in by Mr. Macfarlane and read.] I did not sign a petition similar to this. I authorized Dwan to sign it on my behalf. I can give no explanation why the complaint of the work not being allotted equally was not put in the petition, although I was willing to withdraw the petition if that grievance was removed.

MICHAEL DWAN sworn and examined.

I am a settler at Jackson's Bay, working at the Haast Pass. I signed the petition. I only signed with regard to the truth of the first and third charges. With regard to the first, I went over the saddle with Callery to get cattle about two years ago. I came here about November, 1876. I have worked only about seven or eight weeks, Government work. I came here of my own free will. During the time I have been away twice for cattle; three months in Christchurch; twice in Hokitika, about a month or five weeks; and over the saddle three weeks. I have applied for work, and was told there was no work for single men at the settlement. I was told this up at the Haast. I was told to go prospecting. We had been talking of going prospecting before. I worked at the Haast about twelve weeks at 10s. per day. "Tucker" was so dear we could not afford to go prospecting. I did not know of any work. I complain that specifications were not adhered to. Tenders were called for for pitching two culverts at the Bay and at Arawata Road. Some time last August I and Callery tendered. Our tender was not accepted because it was not the lowest. The specification included the putting in of two logs, but the work of these logs was not enforced on the successful tenderer, until it was mentioned to Mr. Macfarlane. The Germans told me that Mr. Macfarlane enforced it because we complained to him about it. I only know what the Germans told me. I cannot tell their names. About last May we were stuck with cattle at Neilson's Bluff. We came down to the settlement for two men. We brought them back with us, and got the cattle down. When we came down I went into the office to Mr. Macfarlane, and I told him I took two men from their contract, and I wanted compensation for it. I wanted payment for taking two men up and repairing the track, so as to bring the cattle down. He told me he had had nothing to do with the track; that I must apply to the County Chairman. When I was going out he told me to make out my bill, and send it through him. I made out a bill for £12, and sent it in to him, and it stopped about two months with him. I met him going up the beach on horseback, and asked him about it. He asked me what bill. He seemed to know nothing about it then. He told me the price was ridiculous. He seemed to have all to do about it then. Before he had nothing to do with it. He said Mr. Stewart said we did not do £1 worth of work, and that we could have brought the cattle down without doing anything. He told me to do my own work myself; *i.e.*, to send my bill in to the Chairman of the County Council. I wrote to Mr. Macandrew, not to the County Chairman. I got two letters from Mr. Macandrew. The last one was the 1st of October last, saying I should hear again. I sent a telegram to Mr. Mueller, and he said the money was not authorized yet. I have heard no word about it since. I did not ask Mr. Macfarlane before I took the men. I started for the men for the cattle at night, and arrived about 2 or 3 o'clock. I remained in the settlement that night. I did not come in to see Mr. Macfarlane. It took us two days going up. From the time we left the cattle we took a week till we got back. We took three or four days bringing the cattle down. I was away from the settlement a week. We were, four of us, working at the road; I think a day clearing the road. We could not get the cattle across the river. We took a contract once here on the Bay and Arawata Road—Nolan, Callery, and myself—to clear fifteen chains of bush, at, I think, 15s. per chain. We did the contract, and Mr. Macfarlane passed it. There was a chain and a half left between our contract and the next one. Mr. Macfarlane asked us to do this. We said it was too bad for the price. He said he would give us 30s. for the chain and a half. We did it as well as the rest that had been passed, but it was condemned, I believe, in consequence of the petition. We did it just after the fifteen chains. Mr. Macfarlane did not look at it till some time after. Callery and I went and worked at it again, and lowered it as Mr. Macfarlane required. Then we did not get our money. When we asked for it, Mr. Macfarlane stopped 15s., as he said for three men who did our work, and 1s. the percentage, so that we received 4s. each. For the fifteen chains I had to come four times for my money; but once, when I said I wanted a pair of boots, I got an order

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

get it out of the cheque coming from the School Committee. I told him that in that case he and Mr. Nightingale could square it between them. Mr. Macfarlane never told me at the time I was working at the contract that I could not have stores unless I paid for them out of contract money. I never said that I wanted the cow very bad, and would pay for stores out of the next money I got. I never said anything about my store account. Clarke said my name was signed on the voucher, and that he signed it. It was not a Government voucher. I have no complaint to make on this charge. I never saw an order addressed to Mr. Marks. I only know of one instance when Clarke signed for £24. The contract was for the wharf, taken about April, 1877. The amount was £25 odd. I signed a voucher for £8. Then extras came to about £1 for each man. I signed for £8. Clarke signed for £24. I cannot say if it was on the same voucher. Mr. Macfarlane told me one day to sign for the extras, but not to mind about the £24, for Clarke would sign for that. I believe Dwan signed as well, but I did not see him do so. I cannot say that I saw any amounts bracketed together on the voucher. I believe I signed first. Mr. Nightingale took the signatures. It struck me as I was coming in afterwards, and I mentioned it to Clarke. He told me he signed for the £24. It was one day in the office when I was doing some business with Mr. Macfarlane that he told me I could sign for the extras, and not to mind for the £24. Clarke signed for the £24 for the final settlement. Clarke signed the voucher in my house. I saw him sign it. I signed on the same voucher, I believe. I signed for the sum of £8. I got the £8 from Mr. Macfarlane in cash. I got at the same time my share of the extras. I signed for some other sums at the same time—one for two and a half days on the Arawata Road. I signed for a sum of 8s. also. I might have mistaken the 8s. for £8. I would withdraw my previous statement with regard to the £8. That is the only instance I have to bring under this head. I have no other complaints. I cannot remain, my family is too large. I have only my section at the Arawata. I cannot get work to support my family. I am out of employ now. If I had work I would stop. I made about £1 a week for three months. I scarcely think the statements I have made justify me in signing the petition. I signed the petition for my son. He is about eighteen years old. He is here. My son applied for a rural section. I went home one night. I believe Mr. Macfarlane was at the saw-mill the same day. I went home and told my wife that I thought Mr. Macfarlane looked very bad. She began to blow me up for the men signing and annoying the man, and then Doherty came in and told me that he had rather it had not been got up at all. I told him the best thing he could do would be to go to Mr. Macfarlane and withdraw it. All he told me was he would ask Mr. Macfarlane to give fairplay to all hands.

BARTHOLOMEW DOHERTY recalled.

I find on reference to my pass-book that beef from Murdoch has been entered in it. It would cost me 2s. 6d. to bring a single pair of boots from Hokitika. I did not give any instructions to any one to copy the petition. I signed it. I believe to the best of my belief it was in the handwriting of Mr. Adams, the schoolmaster. I did not instruct him to write it. When I got the notice to leave the mill it was generally talked of that the mill had changed hands, and that Mr. Nicholson had rented it. When I was dismissed I understood it was through Mr. Macfarlane. I tendered for Mr. Nicholson's contract for logging up before our contract had expired. I did not then understand that the mill had changed hands. When I sent in the new tender I thought Mr. Macfarlane's relation to the mill was the same as before. My first tender was accepted by Mr. Macfarlane for 1s. 6d.

PATRICK DWAN sworn and examined.

I am working at the Haast. I signed the petition. I remember a transaction in 1877 about a Government cheque. Some time in 1877 I found Mr. Doherty had a cheque for £10 from Mr. Adams for work. He spoke to Mr. Macfarlane about it in my presence. The cheque required Mr. Macfarlane's counter-signature. He asked if he could have the cheque to help to buy a cow. Mr. Macfarlane said he could not let him have the cheque; he was too much in debt for stores. Mr. Macfarlane asked him if he had not a bullock he could kill. He said "Yes." Mr. Macfarlane asked him how much the bullock would fetch. Doherty said about £12. Then Doherty asked Mr. Macfarlane if he would make the balance good of the price of the cow—viz., £17—if he killed the bullock. Mr. Macfarlane said "Yes." This was the first time we spoke to Mr. Macfarlane on the subject in the office, but before this we had met him, and very much the same conversation had taken place, but I heard no conditions mentioned. I think Doherty had then only one cow and the bullock. I had no cows. I had at the same time a cheque for a similar amount. I asked to be allowed to keep the cheque, and Mr. Macfarlane allowed me to keep it on account of my family, and having lately lost a cow. I got my stores at the time from the Government store. I signed the petition. I do not think the money was expended to the advantage of the settlers. I think it would have been better spent in drainage, with narrower road or tracks. Eight-foot tracks would have been sufficient instead of fifteen. I know of my own knowledge of no cases under this charge. I signed the petition without knowing anything about this charge. I never received any order on Mr. Marks. I have been kept waiting for my money, *i.e.*, I have had to take out stores before I got my money. I have been delayed perhaps for a week or ten days in getting money for work done. At the latter end of the month there was supposed to be a payday. My name was in the voucher for work done. We generally signed the vouchers at the latter end of the month. Generally I was paid the money due to me. On one or two occasions Mr. Macfarlane said he had no money, and I had to wait perhaps a fortnight or three weeks. At the end of the interval I received my money. Mr. Marks gave goods without any order on credit. If I had had money I could have got flour and groceries from Mr. Murdoch. I did not ask for credit. I have had a week's credit from Mr. Murdoch at times. I was working on the wharf contract with Clarke and Beveridge. Clarke told me he signed for £24. Beveridge told me he signed for £8. I signed a voucher also for that month. I told Clarke I had signed a voucher, but I do not remember the amount. It may have been for £2 8s. I do not remember signing for extras. The £2 8s. may have been for road work. I did not fully understand the full bearing of the charges in the petition when I signed it. Callery and Dwan brought it to me to sign. I was also at a meeting when the matter was discussed. I think Murdoch and Doherty wrote the draft of the petition. I have to complain of the management

of the work. I complain of being knocked off work by Mr. Macfarlane. Everybody says that Mr. Macfarlane was the cause, and the reason was because I signed the petition. Nicholson told me so. I did not know of any change in the management of the mill at the time. I complain of the price of flour at the Government store. I could have got it cheaper if I had had hard cash to get it elsewhere. I am living on a ten-acre section at the Arawata. I am working now at the Haast. Mr. Macfarlane sent me the vouchers for signature, and we signed them. I did not give any authority to withdraw the petition.

JOHN BEVERIDGE sworn and examined.

I am seventeen years of age. My father, Thomas Beveridge, signed the petition on my account. I did not ask him to sign it. I did not know until a week ago from now that my name was attached to it. I have no complaints to make.

JOHN CRONIN sworn and examined.

I am working at the Haast Pass. I signed the petition. I attended a meeting when the petition was discussed. I was asked to go, but I do not remember by whom. Myself, two Dwans, Callery, Murdoch, and Doherty were present. Murdoch wrote part, and I think Doherty the other part. I paid very little attention at the meeting. I was very ill at the time. I have heard the four charges contained in the petition read, and I have nothing to say on them. I think Michael Dwan brought it to me to sign. I thought I should not be responsible to support the charges. I was working on the Bay road last year in January, *i.e.*, last January twelvemonth, and at the end of the month, when pay-day came, I went for my wages, and when I went into Mr. Macfarlane's office for it he stopped £2 instead of £1 out of my wages. There was a notice about it that £1 would be stopped. I asked how it was that he was stopping £2 from us and only £1 from others. He said these were his instructions. He gave me a pen, but I said I would not sign unless I was paid at the same rate as all the others. I left the office and would not sign, and took no money. The next single man who went in to draw was Michael Dwan. He told me he did the same. Then Frank Bilton went in next. We were living close together, and Mr. Macfarlane told Bilton to tell us to come down after tea to see if he could arrange matters. We came down, and he gave us the £1. The following month we were only working half-time, and I earned £4 11s. Out of this Mr. Macfarlane stopped £2 10s. from me. I refused to take the money. He stopped £1 10s. for rent and £1 for back debt. I owed the rent. The notice only said £1 per month should be stopped on all accounts; at least I understood so. I refused to sign the voucher, and said Mr. Macfarlane was stopping more than was right. I intended to summon him for the £1 10s., but as no Magistrate but he was there I did not do it. Afterwards I accepted £2 1s., and signed the voucher under protest, saying I would summon him for the £1 10s. This was in January or February, 1878. I never got the £1 10s. paid back. I consider it still due. I hold my section still. I think that was the last rent I paid. I have worked since. I had a contract on the road afterwards, and Mr. Macfarlane stopped £1. I did not complain at that. 20 per cent. is now being stopped for back debts. I think I owe somewhere about £24. Mr. Macfarlane kept drapery in his office, and he sold fearfully bad goods. I wanted some flannel, and I came to him to get some. He brought in a piece of flannel which was very bad. It was worn out in a month. I got a pair of boots which were not good. I did not complain about them. The flannel cost 1s. 10d. per yard. I was charged 12s. 6d. for the boots. I was charged for them last Christmas twelvemonth. I gave my consent to Doherty to withdraw the petition if we got the work allotted to us as we wanted. I had to borrow money to maintain me when I was working for Government on the road.

JOHN CLARKE sworn and examined.

I was employed by Mr. Macfarlane, acting for the Government, to clear an acre site for the saw-mill at Arawata, about November, 1877. I did the work and got paid by credit being given to me in my store account. I signed no voucher for the work. I was ten or eleven weeks employed. The amount was £32. It was credited to me in my store account on the 31st of December, 1877. I never signed any voucher for the £32, and if any voucher is in existence signed with my name it is not my signature. The amount was credited to me without my knowledge or consent.

CHARLES ROBINSON sworn and examined.

I keep an hotel in Jackson's Bay. I remember Mr. Clarke buying some cattle of me in December, 1877. I was leaving for Hokitika in November or December, 1877. I told Clarke I wished to dispose of some cattle, and he looked at them and bought three head, for which I charged £23 or £23 10s. He asked if I would take an order for the money on the Chairman of the School Committee for £22 10s. I said "Yes." I said, "Had you not better lay out your next money on this contract in cattle, as I am going away and I can sell some more cheap." He said "No; for I have promised the next money out of this contract to Macfarlane, as he gave me the full amount last time on condition that he should give me credit for the amount of this contract," or words to that effect. I presented the order and received the £22 10s. It was on a Sunday he bought the cattle. We did not see the contract, but Clarke told me he had the contract at the time. I am not certain that Smith was there. I understood that Clarke had the contract. I believe Malam was present when a conversation took place about the contract. I said that "you need not mind me, for I was not going in for the contract." I think I was in Hokitika when Clarke finished the contract. I had some cattle for sale before Christmas. The heifer I sold to Cronin I had for some time after Christmas. I think I said I would sell Clarke this heifer after the contract was finished. I find, on referring to my diary, the transaction about the cattle took place on the 25th of November, 1877. It may be that Clarke said he would pay for the cattle out of the contract if he got it.

GEORGE SMITH sworn and examined.

I live at the Arawata Flat. I think I remember being present one Sunday when Clarke bought four head of cattle from Robinson. It was, I think, early in December, 1877. He left me, and said he was going into the bush to look at the saw-mill site. I did not hear any conversation between Mr.

Robinson and Clarke about the money for the cattle. I was present when the agreement for the cattle was signed. I do not know whether the tender for the contract was accepted then. I did not hear any conversation about money, except that Robinson asked Clarke to buy cattle, or he would be a bankrupt. I believe this occurred before the taking of the contract.

JAMES NIGHTINGALE sworn and examined.

I am late overseer of the works here, and still residing here. I remember a school contract let to Clarke and Beveridge, and a saw-mill site contract let to Clarke and Zielian. I was Chairman of the School Committee. I spoke to Mr. Clarke once about an arrangement of the payment of the moneys for the two contracts. Clarke asked if I would be in a position to pay him the whole amount due to him when the school contract was completed. I said, "What do you think Mr. Macfarlane will say to that? I don't see how I can run my head against him if he says I am to pay a certain amount into the store." As I was going away I said, "I will see what can be done about that." Clarke said, "Never mind about the 'boss'; he shall have the whole of the next I earn." I reported this to Mr. Macfarlane. That was all that passed between me and Clarke. I paid the whole amount for the school contract to Mr. Robinson under an order signed by Mr. Clarke in Mr. Robinson's favour. With regard to a contract for £32 for saw-mill site, I was coming from the Okuru, I think, on the 26th of January, and called in to see if the saw-mill site was done according to specification. I told Clarke and Zielian to come in and sign the voucher when they had finished. The steamer "Maori" was due next day. Clarke called to me as I went away, and told me to sign the voucher for him. I signed the voucher for Clarke on this authority, and when I mentioned it to Clarke afterwards he said he had no recollection of telling me to sign the voucher. I frequently signed vouchers on behalf of persons without written authority, but I generally put my initials. I have often done it for settlers in their own presence. I think Zielian was present when Clarke told me to sign the voucher. I was present a few days before the saw-mill site was completed. I think Clarke said he hoped Mr. Macfarlane would not stop all the money. I remember the school site contract at Arawata. I do not know that the vouchers were sent up monthly to be signed. I heard that the saw-mill site contract was to be completed in December. On the 23rd of December I saw the saw-mill site. I have an entry in my pocket-book on that date that the saw-mill site was nearly completed, only ten large trees to be felled. I do not remember signing any other voucher for Mr. Clarke. I knew Clarke was about, but I signed the voucher because the steamer came in the next day. Besides the ten large trees mentioned in the saw-mill contract the creek had to be cleared out and the bush cut.

ROBERT M. CRAWFORD sworn and examined.

I am a settler at Arawata Flat. I am a carpenter and plumber. I was asked by Franz Max to go and look at a house in Smoothwater. Mr. Max asked me to go and look at the house, to see if it was finished. I went to Mr. Macfarlane's office, and told him I was going out, and asked him for a copy of the specifications. I went and examined the house, and the complaints I had to make of the house I wrote down on paper. I read the paper to Mr. Macfarlane when I returned, but I do not know what became of it. The faults were, I thought, the shingling of the roof was bad, and there were not sufficient battens to the roof. The angle braces were very badly put on; some of them cut off on a level with the floor, instead of going to the bottom plate. The weather-boards in one gable were badly nailed. I think that was about the sum of the complaints. I made no estimate of cost. The specification I had did not apply to the house that I examined. The boards were put on in a different way, and the house was a different size. I made no estimate of the value of the house. I may have said that when the trees were cleared the house would be very shaky. I did not sign the petition. I complain that the land in the Arawata Flat is not what it was represented in Mr. Mueller's report in 1874. It is not agricultural land as it was represented, in my opinion. I have not had the amount of work promised during the first two years of the settlement. I did ask for work once and was refused. I came in one of the first steamers to the settlement. For the first year I had 107 days' work; for the second, 92 days 1 hour's work. I received, in 1875, £78 7s. 9d.; in 1876, £56 10s.; in 1877, £27 6s. 6d.; and in 1878, £17 5s. I complain of work being given to Mr. Nesbit, as a carpenter for the Resident Agent's house, and Mr. Turnley as a clerk. I complain of the price of the goods in the Government store. During March, 1877, shot was sold at the Government store for 1s. In Hokitika it was selling at 8d. on the 22nd of March. Cross-cut saws and pit-saws came down in October, 1875, and January, 1876. The cross-cut saw was sold at 4s. per foot, when selling at Hokitika at 3s. 6d. retail. The pit-saw was sold here at 5s. per foot; at Hokitika it was 4s. per foot or under at the same time. The Government reports are misleading as to work done by settlers on their own sections. In the Government reports settlers' work is valued at a very high rate on their own sections, and at a very low rate for Government work. The price of goods was so high that it was almost impossible to keep out of debt. I had no money to go elsewhere for stores or send to Dunedin. I paid my rent with cash, and got a receipt for it. I once asked Mr. Macfarlane for wages coming to me for work done, and he said it must go to my credit. I had money the first year, but I did not send from the settlement for my provisions, &c. Cross-cut saws were being tendered for in Hokitika for the gaol and lunatic asylum for 2s. 6d., when they were being charged 4s. per foot for here; but I do not know the quality of the saws. About the beginning of June, 1875, I was appointed Postmaster for Jackson's Bay. Sometimes Mr. Macfarlane would come for stamps without cash, and I would enter them in a small book I had against him. One time I presented him an account for 10s. for stamps; the next time I heard anything about it was to see it placed to my credit in my store-book. I did not owe Mr. Macfarlane any private account at that time. I asked for the money, and was told I owed too much. I said I could give no more stamps unless I was paid for them. There is an item of 7s. in October. I objected to that. Moneys due to me were carried forward to credit when there was a balance owing to me. I did not apply for it. I sold boots at one time in this place at £1 11s. 6d. I received them from the same bootmaker as Mr. Macfarlane dealt with in Hokitika, Archibald Little. I expected cash for boots sold or an order on Mr. Macfarlane. Some came to me for boots and paid cash for them. From some I got an order on Mr. Macfarlane, which he paid. I was unable to keep on selling boots from want of customers, as they preferred to have them booked by Mr. Macfarlane to paying me. I gave up the trade. When

I left I gave some accounts to Mr. Macfarlane to collect, as he had done before. He collected one. When the account was entered in the book he expected to get credit. When the accounts were paid in cash I expected to receive the cash. Mr. Adam Crone told me that he believed Ziellan's account was paid in cash.

JOSEPH COLLYER sworn and examined.

I remember being in Mr. Macfarlane's store in 1876, at the latter end of the year. I remember a circumstance taking place there with a woman whose name I do not know. I was in the store, and a woman came and asked for some provisions. For some reason she was refused. She went behind the counter and took up a bag of flour. The storeman, Crone, called Mr. Macfarlane. Mr. Macfarlane endeavoured to put her out of the store, and she seized hold of him, and he called to me to help him take her out of the store. I took her quietly by the wrist, and said, "Go quietly out of the store, my good woman." She was very violent. The storeman, when we got her into the front store, put her out and closed the door upon her. No one struck the woman while I was present, but she fell off the step as the storeman closed the door. She made very violent resistance by tearing and scratching. She was a strong woman. It was entirely from her own doing that this happened. It is not true that Mr. Macfarlane struck her or kicked her. I heard she was bruised, but that must have been caused by the fall. I was not in any way interested in the store or connected with the business of the store.

ADAM CRONE sworn and examined.

I was employed in the Government store at Jackson's Bay. I remember Mrs. Zilawsky, in 1876, coming to the store. I had received instructions from Mr. Macfarlane not to supply her with goods. She came in one day and asked for flour. A little girl named Annie Max came in with her. I told her I was not allowed to give her flour. She stood and tried to persuade me to give her the flour. When she found I would not give it to her she said she would take it in spite of me. She then went towards the back of the store, where the flour was, and took up 50 lb. of flour. I went to the door round the counter and locked it. She went into the side store and thought she could get out by the store at the side, but it was locked. I went to Mr. Macfarlane and told him. He came out into the store and followed her into the storehouse. When she saw she could not get out she put down the flour. I went and lifted the flour and put it where she had got it from, and then opened the front door again. I waited some time in the store before going into the warehouse. At last I went into the warehouse. She was trying to get Mr. Macfarlane by the whiskers. I went up to her and put my hand on her shoulder and told her that was not the way to get anything out of the store. She struck me first on one cheek and then on the other. I then put my arms round her waist, lifted her, and carried her out, intending to carry her outside. She caught hold of the front door. I did not wish to struggle with her, so I put her down inside the door. She then turned round and caught me on the thigh with her hand. Mr. Collyer then took hold of her hand and loosened it from me, and pushed her outside and shut the door on her. The girl Annie Max was standing behind the counter by the door all the time this took place. Mr. Turnley did not strike the woman. Mr. Macfarlane appointed me storekeeper. I had no previous acquaintance with him. I am now Mr. Marks's storeman. I have seen orders for goods to be supplied. There was nothing to identify them with Mr. Marks's store. They were merely certificates of work done given by the gangers. I manage the store here for Mr. Marks, who lives at the Haast. The orders were always presented through me.

TUESDAY, 25TH MARCH, 1879.

ARISTODEME FRANDI sworn and examined.

I have been here three years next July. We all came together—Fortunato Luchesi, Calamai Egisto, and myself. As far as we are concerned we have no complaints to make against Mr. Macfarlane or the Government; on the contrary, we have received the best treatment possible. I have nothing more to say that I know of. So far as we are concerned we have received our fair share of such work as the Agent had at his disposal. We have been actually out of work the last three weeks. We prefer to leave here because we do not see any possibility of obtaining a livelihood. The soil we believe to be good, but we do not see that we can cultivate it with profit. Our sections are at the Okuru. We want to give up our land there. I hand in a statement of money received, goods received, and the amount still owing at the store, and a statement with regard to our moneys since we have been at the Bay. This statement is correct as handed in. I do not consider that any quantity of employment I could get would be sufficient to support myself and my large family.

CALAMAI EGISTO and FORTUNATO LUCHESE sworn and examined.

We have heard all the last witness has said. We agree with it all. We have nothing more to say. We have heard the written statements read, and seen them, and we are satisfied with them.

GEORGE ADAMS sworn and examined.

I am a schoolmaster at the Bay. I remember about the month of August last, I think one Sunday night, that Michael Dwan came to my place. He said he wanted a slight favour, which was for me to do some writing for him. I asked him what it was. He told me there had been a meeting of settlers held at Arawata Flat. At that meeting resolutions had been passed and put in the form of a petition, of which he had a copy, and would I oblige him by writing it over again, as there might be some errors in grammar or spelling. I said, Yes, I would. I copied the petition. I wrote three copies. I have been in the habit of doing copying for settlers. The draft was all in one document. I did not notice any difference in the writing of it. I did the copies on Monday morning, and gave them to Dwan. I have not got the draft I copied from. I have looked for it and cannot find it. The petition was the same in meaning as the draft. I suggested no alterations. The three copies were in the English language. There never were meetings held in my house relative to the petition. I do not remember

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

the vouchers for the month of December, including Clarke and Co.'s contract for mill-site. Those vouchers lay in my office for a considerable time, on account of the non-arrival of the steamer. Some signed and some did not. Mr. Nightingale reported to me that the mill-site was still unfinished, and the voucher remained in my office until the day before the steamer sailed. It was near the end of January. That evening, or the morning that the steamer left, Mr. Nightingale came into my office and told me he was authorized to sign the voucher for Clarke and Co. I think he took the voucher into the store and signed it, and brought it back again signed. At any rate I did not see him sign it. I remember distinctly that Mr. Nightingale took the voucher out of the office and brought it back signed. I also remember Mr. Nightingale telling me that he had asked the men to come in and sign before the steamer left, but the steamer coming in unexpectedly they had not time, or something of the sort. A day or two afterwards Zielian and Clarke came into my office, when I paid Zielian the money due to him, deducting from the amount his balance due on store account; and the whole of Clarke's I deducted. Clarke objected to this, when I showed him how the money had been disposed of in his pass-book. He objected to the arrangement. I then reminded him of his agreement with me when working at the school contract. He said he thought he should have got some of the money, as he was quite out of money. The agreement I refer to was made between Clarke, Beveridge, and myself, that if they were allowed to keep the whole of the money from the school contract to buy cattle I should have the next money Clarke earned; otherwise, I told him, he could not have goods from the store. Clarke agreed to this, and in consequence he was allowed to draw the whole of the money for the school contract without anything being credited to his store account. This took place in my office or store two months before. When done with this contract the mill-site contract was taken. Clarke's store-bill was not cleared off by the stoppage of this £16. A balance of £6 16s. 10d. was left against him afterwards. I was under the impression at the time that Clarke was trying to run on till after the new regulations for stores, &c., came into operation in January. Before the accounts closed I made all the efforts I could to get all in and settled. I think I told parties to contracts previous that I wished them finished by the end of December, so as to square up accounts as near as possible. I hand in a letter of instruction from the Hon. Mr. Bonar. [Letter No. 353, 27th April, 1877.] Up to 1878 the rents were not included in back debts. The settlers got up a memorial, and I agreed not to collect any more rents until I heard from the Government. The Government agreed up to January to make the rents back debts. With regard to cheques payable for work done for survey parties it was arranged that I should be the countersigning officer, so as to be able to stop money for stores. The saw-mill contract was Government work. It was a very usual thing to send vouchers out of my office to be signed. Perhaps two-thirds were signed so. Vouchers are often taken out of my office and signed in the store or elsewhere. The vouchers lay a length of time in my office often, wanting signatures. The Okuru and Waitoto vouchers quite likely went up monthly to be signed. I was aware the saw-mill contract was not finished nearly so soon as it could have been. I told Mr. Nightingale repeatedly to hurry on the work. I might have been there the latter end of January. I do not remember whether I made any complaints about delay or not. I am not aware of using any influence over Mr. Nightingale to sign the voucher for Clarke's contract, nor did I use any influence in respect to it. I did not, as Resident Agent, make deductions from settlers at their own choice. If I had done so I could have deducted none at all. I very-likely asked settlers if I should deduct moneys or not. Some settlers paid their rent in cash sometimes. I supplied boots to settlers in Jackson's Bay on my private account.

THOMAS BEVERIDGE sworn and examined.

I was mate with Clarke in the schoolhouse contract. I never heard any conversation about the mode of payment between Clarke and Mr. Macfarlane. I never heard Clarke make any remarks about any understanding with Mr. Macfarlane about the payment. We were, I think, close on three months on the school contract. We got our stores from the store. I paid part of the contract-money for the stores I received.

ROBERT VON LIPINSKI sworn and examined.

I know Franz Max's house. Max did not agree to sell it to me. Mr. Macfarlane gave me possession of it when Max was away. I took the house the same way other houses were parted with. Mr. Macfarlane said I must pay £29 for it. I was willing to pay this for it, but it was not possible for me to live in it, because I should be drowned with my wife and children in it. I never signed anything about the house. I never knew that in February, 1879, £14 9s. 3d. was transferred from Max's account to mine. I never spoke to Max about the house, because we are not close friends. I have bought the house through Mr. Macfarlane for £29, and paid £14 9s. 3d., charged against me in my pass-book. The statement made by Mr. Macfarlane as regards the debiting me with £14 9s. 3d., and paying to Max £15 19s., being agreed to by me, is not correct. I did not sign the petition. I have no complaints to make whatever. I would ask if I cannot be taken away, as I have a large family, and I cannot get work, and I am destitute of everything. I worked at all sorts of work. I have been lately in the Haast. I would like to go to Taranaki. My mates say that a living can be made there. I have a cow. I would have worked till now if they would have given me work at the Haast. I left the Haast because I could not venture to take a contract for the kind of work required, blasting, &c. I did ask for work, but there was no work for wages. Mr. Nightingale told me there was no day-work, and I could not do the quarrying and blasting. In twenty-seven days at the Haast it has cost me £4 11s. to live.

MARTIN KLEMPPEL recalled.

I signed the petition, but I did not understand the meaning of it, and they would not translate it to me; so I did not know anything about it. I wanted my name struck out, and said I would have nothing to do with it. It was August Rosenansky who came to my house and asked me to sign it. He came by himself. Rosenansky said he could not wait, and he would come back and translate it to me. I do not know to-day what is in the petition. I was told that the effect of the petition would be that it would bring plenty of money into the place and plenty of work, and we should be all right. Rose.

nansky told me. I did not know of any charges, or anything about them. I thought it would be the means of bringing us work, &c.; but when I found out the real meaning of the petition I asked Rosenansky to strike my name out. When the petition was sent away I was too late to get my name struck out, and I asked Mr. Nicholson to write a letter, saying I wished to have my name struck out. I have no complaints against Mr. Macfarlane about the management of the settlement.

JOHN SPORBA sworn and examined.

I live in the Bay, in the Government houses. I signed the petition. I did not know the contents of the petition when I signed it. Callery brought it to me. He did not read it over to me. I did not understand English. I did not sign my name, I made a cross. I understood it was because Mr. Macfarlane did not give us work enough, and many other things, but the real charges I knew nothing about. I have a complaint so far. I do not think I have had sufficient work allotted to me. I came here on the 22nd of July, 1876, in the "Tui." I am settled in the Smoothwater. I have no charge against Mr. Macfarlane as regards the management of the settlement, or his dealings with the settlers. I took up land in Smoothwater because others did so. I did not look round, but I thought it was all the same. When I took the land at Smoothwater Mr. Macfarlane told me I could get land at the Okuru, but I did not go to look at it.

WEDNESDAY, 26TH MARCH, 1879.

JOHN MURDOCH sworn and examined.

Charge 2.—I mean by this charge that, if I had got as much work as I think I was entitled to the first year, I believe I could have supplied myself with provisions elsewhere than at the Government store, but I do not say that cash due to me was ever withheld. I bought goods when I was in Hokitika buying cattle. I had means and could have bought goods, but I consider that as a private matter of my own. In May, 1875, I applied for work, and I was told to wait until the contracts were out. At the end of May or the beginning of June I got a contract. In May, 1875, I had only the contract work at the end of the month. At the end of July I was refused work. My contract in May was for clearing for £16 5s. I remember in July Mr. Macfarlane was getting out some contracts. I was offered a contract in September, but I refused it as too low.

Charge 3.—This never occurred to me. I have no further evidence to give under this head.

Charge 4.—The settlers asked me to ask the Resident Agent on their behalf, as they received no payments in cash, if he would allow them to take their beef from me as it was cheaper, and for him to pay the amounts for them out of their earnings. I proposed to Mr. Macfarlane that, instead of his supplying the meat through his store, I should kill it at my place and supply the settlers each week, and that he should guarantee the payment for a limited quantity, and pay it out of their earnings. I remember particularly speaking to him of it in May, 1876. He said he would not be responsible for any meat supplied to settlers, except that served through the Government store. I told him my prices—6d. and 7d. per lb. I had offered to supply meat in March, but I did not go so fully into the question. I thought it would be better for the Government and the settlers themselves to get their meat at a cheaper rate than they were then supplied. In May, 1876, one beast had an accident and broke its leg, and Mr. Macfarlane took it off my hands. When I said Mr. Macfarlane would not allow me to supply meat I meant he would not guarantee the debts of the settlers on their beef accounts. I told Mr. Macfarlane that I had cattle which I should be glad if he would take, even through the Government store. He said yes, he might. He gave me 7d. a lb. by the carcase for one cow. In June, 1877, I killed a beast and that went through the Government books at 6d. and 7d. In August I supplied mutton on similar terms at 5d. and 6d. About that time I sold fifty sheep at 5d. and 6d. It was on the 1st of October, I delivered fifty sheep. Total received, £50 9s. 6d. Mr. Macfarlane refused to take any more meat after this on account of some demur about taking a beast to Okuru. Out of other sheep he refused to pay for some. One Lawrence McGlashan said he refused. I heard Mrs. Dwan ask the storeman for some meat, and he said he did not know about it. I was serving meat out up to the 10th of December on a general guarantee given about July. In September I was wishing to kill some bullocks. Mr. Macfarlane said he would let me know when I had better kill. I went in October to Hokitika, and returned in November. I had cattle running, and I brought twenty sheep with me from Hokitika. On my return from Hokitika I spoke to Mr. Macfarlane about the supply of meat. He told me to go on as usual, only arrange with Mr. Robinson about killing. I saw Mr. Robinson. He said he would kill when it suited himself, and take no notice of anybody. I spoke to Mr. Macfarlane about it. I had no objection to make to Mr. Robinson, and said I agreed to it. Let each settler go where he is best served. There was some correspondence between myself and Mr. Macfarlane, and Mr. Macfarlane and Mr. Robinson. I got notice to meet Mr. Macfarlane and Mr. Robinson in Mr. Macfarlane's office. I accepted the appointment, and went again the next day also, but Mr. Robinson was not present either time; but a few days afterwards Mr. Robinson was in the Bay. I went with him to Mr. Macfarlane's office, and Mr. Macfarlane told us he had no time to discuss the matter with us. I know nothing more; but, when I asked about the payment for what had been supplied, Mr. Macfarlane said the accounts would be so much waste paper. Mr. Macfarlane's reason, I gleaned from the correspondence, was because of my not supplying a beast at Okuru. I do not know that there was any understanding that I should have taken meat to the Okuru. I would have supplied it if it had been required in sufficient quantities. There is also a letter of mine to Mr. Patten. I have seen it in the papers before the Commission. I remember coming into the store previous to this correspondence and asking if I could kill some sheep. I had a conversation with Mr. Macfarlane, and he told me Mr. Robinson had made a complaint that he had to do all the outside work—supplying meat to the outlying districts, over rivers, ferries, &c., while I did all the profitable work just round the place. This took place before the letters handed in were written. Mr. Macfarlane told me to go and arrange with Mr. Robinson. I once told Mr. Macfarlane when the guarantee was stopped that all the men in my books were good marks. I do not remember Mr. Macfarlane asking why I wanted a guarantee if they were good marks. Mr. Macfarlane told me that

if I did not take my fair share of the trade and supply meat in the same way as Mr. Robinson he would not recognize my accounts at all. I came to the office and tried to see Mr. Macfarlane, but Mr. Robinson was not there. I came afterwards with Mr. Robinson. The meat I supplied suited the settlers. I consider the mutton was first-class. Mr. Robinson charged in the account put in 7d., 7½d., and 8d. at the Okuru. [At the Arawata and Jackson's Bay, Murdoch's account shows that the settlers were charged 7d., 6½d., and 6d.] Up to the 1st of October, 1877, my accounts for meat were recognized by Mr. Macfarlane. From that to the 10th of December some of the debts incurred I lost. I lost £2, £3, or £4. I cannot say how much. Part of that has been paid since. At the present time £2, £3, or £4 is still owing. I remember three accounts: one quarter of mutton to Doherty, one quarter of mutton to Dwan, and some to Burmeister. I could sell at the price because of the guarantee. Without that I could not have afforded to sell so cheap. On the 15th of December the guarantee was first repudiated. I went to Hokitika about the 22nd of October. I killed nothing between the date of the receipt for fifty sheep and my going to Hokitika, except about ten sheep. The sheep I could kill when I liked. About the 22nd of November I returned from Hokitika. I killed a sheep the same day I returned, or the day after, and sold the meat. I think Mr. Crawford had some, and has since paid for it. I came to the store and asked for payment, and Mr. Macfarlane said it was no use. I had expected to get paid by Mr. Macfarlane. I think Mr. Crawford paid about January. I do not know that I killed anything else up to the 12th of December. I believe the agreement Mr. Macfarlane wanted Mr. Robinson and myself to come to was to supply the settlers in the Bay, and at the Arawata, and in the Okuru, week and week about with meat on the same terms. It is quite likely I had complaints made to me about my meat. If the Government had killed sheep weighing about 25 lb., and supplied the meat to the settlers, I should consider it very inferior, and I should not like to eat it. It would be no advantage to Mr. Macfarlane to pass this meat through his books. I know of nothing founded on fact to show that it would have been of any advantage to Mr. Macfarlane to pass Mr. Robinson's meat through his books.

I have spoken of a system, called the truck system, of paying the settlers by stores. I am not aware of Mr. Macfarlane trying to get rid of this system. Mr. Macfarlane went out of his way rather to try to get rid of the system with respect to meat. I understood Mr. Robinson was paid up until the end of December. Up to three months before the store closed my debts were guaranteed for meat.

Charge 5.—I have nothing to say on this subject.

Charge 6.—Some time in the month of September I heard some timber was required. I applied for the work, and I was told that there was none wanted; and I have heard 5,000 feet were ordered from Hokitika. I have supplied planks, &c. The 5,000 feet was weather boards obtained from Hokitika. I offered to supply it for 17s., delivered at the Bay.

Charge 7.—My statement is that there are reports which are erroneous made to the Government with respect to the amount of cash available for business purposes in the settlement. I refer to a letter written by Mr. Patten, dated the 29th of April, 1878, in which he alludes to a memorial from the settlers that payments should be made in cheques instead of cash.

Charge 8.—I have nothing to state, that I know of, more than I have said on this.

Charge 9.—Payment for boating. Two men told me they signed for £2 for day labour—Skipper and Love, I think. There were five men in the boat, I believe.

Charge 10.—I have nothing more to say on this head.

Charge 11.—I gave Mr. Macfarlane grass seed to sell for me. 1st. He sold it too high; he credited me with the amount received for some of it; and some he never gave to me at all. I refunded 2s. per bushel in value to one party who bought some of it. I gave Mr. Macfarlane about five and a half bushels for sale. I received the money for two bushels; one and a half were not paid for. I was paid for two other bushels, and afterwards Collyer paid for one and a half bushels. I do not know whether Collyer was charged for it in the book. Two settlers asked for grass seed. Mr. Macfarlane sold them some, and Collyer took the rest. Mr. Crone told me that he made out a bill including Collyer's, and then altered it.

Charge 12.—Courtenay is at Lake Wanaka.

Charge 13.—I know no more than I have said about that.

Charge 14.—I was paid £10 10s. on account of purchase of a cow before I went to Hokitika. I was paid before Max's cheque arrived from Wellington. I do not know that Mr. Macfarlane paid the £10 10s. out of his own pocket. I received the money for the cow. I applied to Max for the balance, and he paid it to me when he had the money.

Charge 15.—Jacques applied for work, and he was asked what he had done with his cheque, and when he said he had given it to me he was told to come to me for work. I do not think Jacques asked me to bring it forward. Jacques is in Taranaki. I do not know of my own knowledge anything about it. Jacques gave me a cheque for £3 10s. I bought a cow from Jacques for £8. I left him possession of the cow. The condition was that on delivery of the cow the balance of cash should be paid. I asked Mr. Macfarlane's advice as to whether I should take proceedings for breach of contract for non-delivery of the cow. When I took out the summons Mr. Macfarlane called my attention to the cheque for £3 10s. in my account. The cow was bought from Michael Dwan. I offered the cow for sale for £8. I do not know of my own knowledge of any other case of the Resident Agent refusing persons work because they bought goods of me.

Charge 16.—I have nothing further to add on this.

Charge 17.—When the s.s. "Stella" was here in December I told Captain McKerzie that I was prepared to give all that certain settlers possessed in their behalf to get them away—Hayfield, Ray, and Beveridge. I am not sure that I told Mr. Macfarlane this. I knew Beveridge had two cows at this time, and was working at the saw-mill, so far as I know. I do not know that his son was at work at the saw-mill. I have given Beveridge supplies since this. He owes me a little over £4 now. I mean I have sold goods to Beveridge and entered them in my books against him. Hayfield is a married man with a family. I am aware he has sold cattle to the value of over £20 to Robinson. I am aware that he was working at the saw-mill, and has crops, &c., about his house. I have not supplied him with goods out of charity. Between August and December I supplied Beleski and Bilsky with

goods gratis, and Jacques and Zimmerman. Many of these goods are not entered. I do not know that these people got offers for work at the Haast Track.

Charge 18.—I called on Mr. Macfarlane on one occasion to pay my rent—in April, 1877. There were several females in his office looking over goods and bargaining for them. It was not convenient for him to attend to me. I waited about two hours, and left, and returned again the next day. Mr. Macfarlane was still busy. He asked me to leave the order, and not wait. The amount of the order was entered in the book, and I did not receive the 5s. change over and above the rent. The 5s. was credited to me in the book. The Government refused to supply draperies and goods of that class. On this occasion I heard these females say the goods were too dear. Mr. Crone kept a store for goods of this description. I have never been obliged to take goods of this description. I have no recollection of having instructed Mr. Macfarlane to get me goods of this class from Dunedin.

Charge 19.—I have not been deterred from suing the saw-mill proprietors in any case from hearing that Mr. Macfarlane would be likely to give time to pay.

Charge 20.—No cheques have been detained from me.

Charge 21.—I have no further evidence to offer.

Charge 22.—I have no further evidence to offer.

General Charges on Domestic Economy of Settlement.—I would further state I wished to occupy one of the empty Government houses to store goods in, and I was told by Mr. Nightingale that I should have to pay £5 for it, and then I should not have complete control. I do not know of any instance of any person being refused permission to put goods into one of the houses for store either coming in or going out of the settlement. Mr. Crone and Mr. Robinson are occupying houses to carry on business rent free. I complain that rent was demanded from me, while others who are carrying on business are occupying rent free. I had no opportunity of tendering for the Government store. The tenders were called for when I was in Hokitika. I think they were called for about the time I left Hokitika. The tenders were sent to Hokitika. I do not know that the tenders were called for before I left for Hokitika. I did not tender for them. I had no intention of tendering. I came here as a settler, with no intention of carrying on business in any way. Robinson's meat account shows his prices at the Arawata. Mutton, 5½d. and 6d.; beef, 6½d. and 7d. I call attention in my store-book to 2 lb. of preserved meat supplied to me in April, 1875, for which I was charged 10½d.; also 2 lb. of butter, 1s. 9d. per lb.; fresh beef, in May, 1875, charged 9d. per lb. Also, May 29, 8¾ lb. mutton, 8d.; May 22, ½ lb. of gunpowder, 4s.; shot, 10d. per lb. March 3, 1877: 1 sheep, £1 5s.; sheep weighed 48 lb. I signed the petition, and I assisted to draw the petition up, with Doherty. I think I had the principal hand in the first three clauses. The fourth was added after I left the meeting. I agreed with the various charges. It was only from what I heard. I had no personal knowledge of the truth of the charges. I had received my information previously. I do not think that the second charge contained in the memorial has been sustained by evidence. I did not authorize Doherty to go to Mr. Macfarlane and withdraw the petition on my account. I think if settlers got about £50 worth of work per year for two years they might settle down upon the land; but there should be some rule as to the results in the shape of improvements done, and there should be some facility for transfer of holdings where good reason could be shown.

ROBERT MCKERZIE sworn and examined.

I am master of the Government steamer "Stella." In December last I remember Mr. Murdoch coming to me and asking me to allow him to pay his passage to Hokitika. I asked him if he was destitute. He said "No." I told him he could go up by the "Maori," due here two or three days afterwards. He only asked for a passage for himself. He never said a word to me about there being people here prepared to give all they possessed to obtain passages. I believe Mr. Murdoch came a dozen times. I think I told him the "Stella" was not a passenger ship. He mentioned that a man named Ray had some luggage on board. He did not ask for a passage for him. He did not say that if he could not get a final answer as to this passage the luggage had better be brought on shore, in case it might be pitched overboard. I did not throw any obstacle in the way of the people getting away, nor did Mr. Macfarlane, when they were destitute. I do not know of any case of any one coming and asking for a passage, and Mr. Macfarlane saying it was not necessary. I do not remember Mr. Macfarlane saying anything about defrauding the Union Steam Shipping Company. I think I used the expression myself.

JAMES NIGHTINGALE recalled.

Mr. Macfarlane told me that Mr. Marks complained that he had to pay rent for his store, while other persons carrying on business were occupying cottages rent free. He then told me, if I saw Mr. Murdoch or Mr. Jackson get goods by the steamer for sale, that I was to tell them that before they could have one of the cottages to store goods for sale they must pay £5 per annum, or one-third what Mr. Marks was paying for his store. I told Mr. Murdoch and Mr. Jackson this. I have seen Murdoch's goods occupying the cottages from one trip of the steamer to another. They were branded with Murdoch's brand. Murdoch told me the goods were sold when they arrived, but Jacques told me they belonged to Murdoch, when he was carting them up. I deny that I told others that they could all have one of the cottages to store their goods together. When Jacques was carting the goods away he told me they belonged to Murdoch. I told the settlers that they could store their own goods which were not for sale, without paying any rent. I was living in a Government cottage at the time. The settlers have come and brought me money, and asked me to get them goods from Dunedin, at the same time that I got my own. I do not know that Mr. Crone has carried on business since the Government store was closed.

THURSDAY, 27TH MARCH, 1879.

GEORGE SMITH recalled.

I signed the petition. I was aware of the charges contained. I am not prepared to prove Nos. 2 and 4 of them by evidence—that is, embezzlement and forgery. [No. 2 read over.] I have no

evidence to prove this. [No. 4 read over.] I have nothing but hearsay evidence to produce on that. [Charge 1.] I would say that supplies were obtained in Hokitika when they might have been purchased elsewhere from the settlement at a cheaper rate. [Charge 3.] I have nothing to offer under this head. I would state that on two or three occasions, when money has been due to me, I had to come in two or three times from the Arawata before receiving it. On one occasion the Resident Agent informed me that he had no voucher forms, so that he could not pay. I remarked that it was a great deal of trouble to come several times and not receive it. I came again afterwards and no vouchers had come. I came a third time, and Mr. Macfarlane informed me that he had to manufacture vouchers, and this time I got my money. It was about a fortnight or three weeks before I got my money after the work was completed. When I signed the petition I cannot say I had any ill-feeling against Mr. Macfarlane. I do not remember saying in Neil Carmichael's house that I would get Mr. Macfarlane out of the settlement if I could. I swear that I never said on any occasion that I was influenced by parties outside of the settlement to get Mr. Macfarlane out of this. I have on many occasions said I would try to get Mr. Macfarlane out of the settlement. I never authorized Mr. Doherty to withdraw the petition or to offer to withdraw it. Mr. Cultance and myself had an agreement to go, one to one man and one to another, to endeavour to have the petition withdrawn, but afterwards we decided to let it take its course. With one exception I always had to come in on two or three occasions for my money. It was after the beginning of 1878 that I used to be kept waiting for my money. The usual reason was that it was not ready. The February payment was the only one I received on the day I came for it.

I remember a conversation with Mr. Murdoch, about September, 1875, about some sawn timber being required by the Resident Agent. I had not heard that the timber was required from any one except Murdoch. I remember after this an order being given to myself and Murdoch for timber. I was prepared with Murdoch to cut any quantity of timber in September if we had an order. I remember a contract being called for just previous to this for 2,000 feet of timber. I saw Mr. Skipper post a notice for this contract on a place called the Barracks, at the Arawata River, about seventy or eighty yards from my own house, one Sunday morning, between breakfast and dinner; and on the same Sunday I walked down to Mr. Wheeler's hut at dinner-time, and he informed me that he had got the contract. He told me he met Skipper going to post the notice up, and he told him of it. He went in to Mr. Macfarlane and got the contract. He brought a saw out with him to do the work, as he informed me. I read the notice. I cannot say whether it had on the face of it a time for receiving the tenders. I did not make any complaint of it. I did not work with Wheeler at the contract. I cannot say if there was a date on it. The notice stated 2,000 feet of sawn timber was required. It was signed by Mr. Macfarlane as Resident Agent. It said that tenders were required for the work. I think it was in October. The contract was commenced on the Monday after the notice was put up which I saw. I do not remember what Wheeler got for it, or that he told me. We were at work at sawing timber, Murdoch and myself, commencing on the 10th of November, 1875, and between that date and Christmas we had sawn 5,000 feet.

WILLIAM HINDLY sworn and examined.

I am ferryman at the Waiatoto River. I remember a conversation in Niel Carmichael's house, about the latter end of 1875 or beginning of 1876. Mr. George Smith was present. He said he had quarrelled with Mr. Macfarlane about some boating that day. Smith remarked, "Never mind, old man, he won't be long there; there are parties in Hokitika who will try their best to get him out of that." I did not ask Smith whom he meant in Hokitika. I did not hear Smith say that he would try to get Mr. Macfarlane out.

SAMUEL LOFQUIST sworn and examined.

I am a settler here. I did not sign the petition. I wish to state that the prices charged at the Government store for provisions were too high. I refer particularly to meat. I am charged 2s. 6d. for mutton-hams, 7d. per lb. for salt-beef, and 7d. per lb. for pigs'-jowls. There was no fresh beef to be got. Flour was sometimes very dear and very bad, and we had damaged oatmeal too. The flour was bad on several occasions during the first and second years—three or four times at least. Oatmeal was very bad. We complained, but we did not take it back again. We did not see the goods till the boat landed them, so we did not see what they were until we went to fetch them. I complain of the potatoes and butter being bad. I only got good potatoes once from the Government store. I had potatoes from the store three times altogether. I complain of the boots. My debt in the pass-book is £90 14s. 10d. My work altogether in the settlement, deducting the first three months, amounts to £52 9s. I have received in goods, building materials, cooking utensils; &c., £170 15s. I ought to have received work for the three years at £62 per annum. I consider the Government owe me the balance in the shape of work. I complain that others got work on the settlement the third year, but I did not. I admit I received work to the amount of £25 9s. 3d. in 1875, and I now claim that I should be allowed work on the first year up to £62 8s. I left the settlement to go to Greymouth in April. I came back late in May. I got goods then. When I left for Greymouth I had squared my account, which amounted to £3 12s. 8d., and received in cash after doing so £12 5s. 4d. I returned to the settlement in May. In November I got a contract for £9 11s. 3d. After arriving from Greymouth I had been building my house and working on my section. In 1875, after my return, I dare say I did not ask for work for the first six months. The signature to the voucher is mine, but I did not receive cash, and I have not had credit given to me for the £3 in my book. I never spoke about it at the time. I claim that I ought to have an allowance of £3 in the book. On the 7th of September, 1875, I took a contract for clearing about 8 chains of road, at £2 3s. per chain. I cleared 8½ chains. I only got credit for 8 chains. I got credit for £16 2s. 6d. Nightingale passed the contract, and measured the work. I was with him; his measurement came to 8½ chains. I spoke to Nightingale some time afterwards, and showed him the book. This was in Arawata. I do not know that I spoke direct to Mr. Macfarlane about this contract. There is another contract for a drain; it is £2 5s. per chain. On the 26th of October, 1875, I took the contract. The length of the ditch was 4½ chains. I

was allowed for that at the rate of £2 2s. 6d., instead of £2 5s., the contract price. I now claim 11s. 3d. on my store account on that, for the difference. I complain of wrong entries on the debit side of my pass-book: Item, in 1875, cash to Mr. Bonar, £2 11s.; November 6th, 1876, potatoes, £1 7s. 9d. I complain that this is wrong.

I did not complain to Mr. Macfarlane about potatoes. The potatoes used to be sent across the river and stored for me at the barracks, and I used to go and fetch them as I wanted them. It was the rule, I believe, that the books should be sent to the store every month to be made up. I always got my book when I applied for it. I complained to Mr. Macfarlane about the books being kept. I spoke to him on two occasions. I complained that the books were never ready. I never spoke to Mr. Bonar or Mr. Patten about the entry in my book of £2 11s. cash for Mr. Bonar. Both the contracts I speak of were taken in 1875—the clearing the bush and cutting the drain. When cash payments commenced I did not get so much work as others got. In 1878 I received £24 15s. worth of work. I asked for work from Mr. Macfarlane for clearing the Bay Road for myself and my boys. He said I must tender. I sent in for two lots. Mine was the lowest tender, but it was not accepted. I was told that there was other work for me to do which I could have. I tendered for two contracts at £1 5s. per chain, ten chains each. I was put on to a drain close to my own house. I did not agree to it. I did not object to it. The price which I tendered for cost more than £1 5s. per chain. I was told so by some who were working on it. I was compelled to make the ditch for half-price for the sake of getting work, because I had no "tucker." The drain was to be 2 feet wide in the clear, with fern trees on each side. I put in half fern trees in some places, but I consider they were stronger than whole ones. I took it at a price that did not pay me. I was offered £1 5s. per chain for doing it. I told Mr. Nightingale I could not do it for that. Mr. Nightingale told me I could have £1 10s. for doing it. I sent a boy into the Bay for work, and he was told he would not have any work until the ditch was finished. I went on with the work, and was paid £6 15s. I never got money from Mr. Macfarlane without signing a voucher for it. The only order I have heard of has been a certificate of progress of work from Mr. Nightingale addressed to Mr. Macfarlane, given to my son, but I did not see it. I never saw one myself. I was to take work for cutting another ditch. The work made me ill. I thought it was hard to be forced to do such work when there was plenty of other work. I complained to Mr. Macfarlane. He said he had no other work for me. On several occasions my boys applied for work, and were told they were not settlers. On the 2nd of January, 1878, I came into the office for flour. I had ordered flour in December. My flour was finished in Christmas week. There was a notice that the store would be closed. I went in for the flour on the 2nd of January, and could not get it without the money.

JAMES NIGHTINGALE recalled.

With regard to the measurement of the clearing contract of Lofquist's in 1875, about twelve months afterwards he told me that I had cheated him out of half a chain. I told him I knew nothing about the store-books. I had sent in my return according to measurement. I do not remember sending Lofquist a note about his work in 1875.

Mr. MACFARLANE recalled.

I got my information about the drains from Mr. Nightingale. I have seen Mr. Nightingale the worse for liquor, but not drunk. I have never taken him out of any dangerous place when he was drunk.

FRIDAY, 28TH MARCH, 1879.

JOHN CALLERY recalled.

Since I have been in the settlement I have earned about £30, more or less. I was working at a contract on the Bay Road. When the contract was finished I came and asked for my money, about July or August, 1878. I was asked if an order would do as well. I said Yes. Mr. Macfarlane gave an order for £1. I took the order to Mr. Marks's store, and got 1 lb. of tobacco. I asked for the balance of the £1 of the storeman. He said he could not give it. Adam Crone was the storeman. He pinned the order to the leaf of the book when he entered the tobacco. About a fortnight afterwards I came in and took out flour for the amount. The order was drawn by Mr. Macfarlane. The work was done, and this was £1 on account. When the contract was finished and past there was about a chain and three-quarters left. Mr. Macfarlane asked us if we would do it. We said we would. He said he would give us £1 10s. for it. We did the work. He came out and looked at it, and would not pass it. He said it was not complete. After he told us this Dwan and myself went and took an axe and took down the point he complained of. We worked about two hours. I went and asked Mr. Macfarlane to go and see it. He said he had not time. He would go and see it some other time. 5s. per man was stopped from us and given to the next party to complete our contract. We received 4s. per man; 1s. was stopped for the 20 per cent. I complained I did not get work as other men, and Mr. Macfarlane ordered me out of the office three times. I was with Dwan when he brought some cattle over the Haast Track, and I helped cut the track through for the cattle. I heard Dwan's evidence, and that is correct. I have no further complaints to make. I earned £37 10s. besides what I earned at the settlement. This was at the Haast Track and the Ocean Beach Road. I owe £44 at the store, and I only earned £30 at the settlement.

MATHIEU CHAMLEWSKY sworn and examined.

I live at Arawata. I came to the settlement about three years ago. I have to complain of the provisions being too dear. Flour was £25 per ton at first, and I could have got flour in the Bay for £15. I was working at Haast with the rest. I got seven and a half days' work as I calculate. My earnings were £5 0s. 6d. This is all that I complain of on that. I also complain that my wife had to pay for goods out of Mr. Marks's store instead of waiting till I came down myself. I left because the

day-work was finished, and Mr. Nightingale told me I must take a contract. I could only get a boy to join me in work. I came down to the Bay by myself. Collins told me we must have four men to be able to take work. If I could get work here I would remain. I was three weeks earning the £5 Os. 6d. I have mentioned at the Haast I was charged twice for a box of matches by Marks, but when I mentioned it I got another box given me. I was buying meat from Mr. Murdoch. When I received my money I was obliged to pay Mr. Murdoch at once, though I wanted to spend my money for my own use elsewhere. I was obliged to pay Murdoch cash, because he told me he must have cash. I am a married man and I have one daughter. I had enough money to buy a cow when I arrived.

ANTONIO MAX sworn and examined.

I arrived at the settlement three years ago. I signed the petition. It was not read over to me before I signed it. Callery and Dwan came to me when I was at work and asked if I wished to sign it. I said when everybody signs I will sign too. I did not know the contents of the petition. It was not read over to me. Next day Michael Dwan, Callery, and Crawford were there, and Crawford read it. Some parts I understood, some parts I did not understand. I was afterwards sorry I signed it, as I could not prove it. I thought I should get good land. I was told so before I came to Wellington and Hokitika. That was the reason I came. My land is in the Arawata, on the beach. I looked at the Waitoto land, and I did not like it. It was on both sides of the river. I did not go two miles up the river. I heard that the land at the Okuru was subject to floods, so I did not go to look at it. Then I took a section in the Arawata. A drain has been made which throws the water through my neighbour's land on to mine, and stops my access to my own section. I have tried to make a home here, but I cannot see that I can. If I was certain of getting work here I would remain. I am married and have five children. If I can get a passage I will go. I cannot stay unless I can get work to provide myself with necessaries for my family.

JOSEPH HEVERT sworn and examined.

I arrived at the settlement in 1876. I signed the petition. Callery and Dwan brought it to me to sign. It was not read to me. I understood that the object of it was to do good to the settlement. I did not know afterwards what was in it. I complain that the goods were charged for too high. I could not get my pass-book often when I asked for it. I have asked for it three times, and did not get it. My son took up a section in 1877 in Arawata. The first year my boy was not strong enough to do the work, and then he had no section. The second year he had one month's work at 5s. a day. I earned £12 from the survey; my boy brought me the cheque. I had to take the cheque to Mr. Macfarlane for countersignature. Mr. Macfarlane kept the cheque and gave me credit for it in my store account. I wanted £6 in cash and £6 to be credited. I would stop here if there was work to be got.

JACOB CHABALASKI sworn and examined.

I came to the settlement about three years ago. I signed the petition. It was read to me. Callery and Dwan read it to me. It was read in English. I did not understand it. I signed it because others had signed it. I thought it was for the good of the settlement and so I signed it. I complain that the provisions were charged for in the store too high. The provisions could have been got here for half the price. I wanted some potatoes; they were sent to the Arawata by the boat. I came to fetch the potatoes from the shed at the barracks. I emptied the bag and picked over the potatoes, and I had to leave half of them there rotten. It is more than two years ago. I believe the bag weighed about 150 lb. They were seed potatoes. I complain that I often could not get my pass-book from the store when I wanted it. I cannot read or write. I cannot say that there is anything wrong in the book. I was surprised when the book was kept back. When the store was in Government hands I wanted clothing for my children. Mr. Macfarlane refused to give me any, and their clothes were so ragged that I could not send them to school. All the time I have been here I have not been able to get clothing for my children. All the covering I could get for them was the old flour-bags. I did not like to see my children going to school so badly clothed. About 1877 I was working for the survey party. I earned about £10 10s. I received the cheque for Hokitika. I took it to Mr. Macfarlane to be countersigned. Mr. Macfarlane stopped the cheque, and would not give me any money out of it, but paid it to my credit in my store-book. I wanted a portion of the money, but Mr. Macfarlane refused the cash, and put it all to my store account. While I was working with the survey party I got my goods out of the store. The last time I got my goods out of the store both Robinson and Murdoch were selling meat. Robinson charged 8d. per pound, and Murdoch 6d., and everything was entered in the book. I naturally took meat from Mr. Murdoch because it was cheap. I understood that I must pay Murdoch cash, but meat supplied by Robinson could be booked in my store account. Last year, when we were paid for our work, Mr. Macfarlane gave me an order, and I was obliged to go to the store with the order and get provisions there. Mr. Murdoch would not accept the order. I asked Murdoch to take the order, and he refused. I have nothing more to say. I would like to remain here if I could get work. My land is at the Arawata. The land is not good. I have planted potatoes for three years and my crops failed.

WILLIAM BURMEISTER sworn and examined.

I came here about four years ago, in January, 1875. I signed the petition. I forget who brought it to me. It was read over to me when we were working at the saw-mill. I thought it would do me good if I signed the petition. I understood it. I thought it would benefit myself and the settlement. I am not prepared to prove any of the charges as far as concerns myself. I thought it would enable me to bring forward charges of my own. I came here because Mr. Bonar advised me. I understood that every settler should be treated the same. I have not been treated as others have. At first, in consequence of the bad weather, it took me three months to build my house. Mr. Macfarlane promised me work when my house was finished. Before my house was quite finished I told Mr. Macfarlane I wanted work. Mr. Macfarlane said there was a section behind me I could

go and look at for work for a contract. Mr. Nightingale came and asked me if I had seen it. I told him Yes. I asked £1 5s. per chain. He said it was too much. Next day he let it out for £1 10s. to McArthur and another. I was fourteen days longer out of work in consequence. Afterwards a man came to open a silver mine up Jackson's River. I was engaged for £3 per week. I told him to see Mr. Macfarlane. I spoke to Mr. Macfarlane. He advised me to take the offer. I went up, and we were four days without food up there. When I came down I had a bad hand and could not work. When I afterwards asked for work Mr. Macfarlane told me to bring the money I earned from Sinclair. I told Mr. Macfarlane I had already spent the money earned from Sinclair for clothes in the stores supplied privately by him. I asked for a little provisions to start to work again. Mr. Macfarlane gave me a little at 4s. a day for myself and 4s. to be stopped at the store. Some settlers gave me some flour for my family. I was for three months without meat. I asked my wife to go to Robinson and try to get a bit of meat. This was about three years ago. My wife got 8 lb. of meat. She was asked for the money. She said "I have none." Robinson took the meat away from her, and she came back without it. Next day I asked Mr. Macfarlane for a little bit of meat, and he gave me an order for 12 lb., but there was none to be got. I went twice and told Mr. Macfarlane that I and my family had not enough to eat. I asked for flour, and I could not get it. It was either two or three months after Sinclair had gone that I was kept short of goods. Sinclair only stayed two or three days after we came down again to the settlement. When I took up my section Mr. Mueller was there looking for pipe-clay. He told me my soil was very good, and my land should be drained. Mr. Nightingale laid out a drain. I cut it, and it flooded my land. My wife fell into the water, and suffered in her health from it. When my wife was ill, and going to Hokitika, I was told that Mr. Macfarlane said she must not go without his consent. He said she was not fit to go. I earned some money from the survey. I wanted to pay some money for my wife to go to Hokitika. Mr. Macfarlane refused me the money, and credited the amount of my cheque for the survey work to the store account. I got about £3 advanced by Mr. Nightingale on account of work I had done. I complain that Mr. Macfarlane did not pay for my wife out of the £22 I received for the survey. I also complain that my wife was not sent to Hokitika at the Government expense. After we were working clearing a section, on the 4th of January, 1878, Mr. Macfarlane came and said, "You will soon finish." I said, "Yes, to-day." He said that Mr. Marks had taken the Government store, and that he would not give provisions without cash. I asked if I could have some money out of my contract. I wanted some flour. He asked if 100 lb. of flour would be enough. I said "Yes; and 12 lb. of sugar, 2 lb. of tea, and a packet of candles would do." He told me I could get it from the store. I went to the store and got the goods. I worked on my section four days after New Year's Day as part of my contract. There was no time specified for the contract to be finished. I complain the earnings for this four days was put to my credit in my book instead of being paid to me. Ray, McKinnon, Nolan, and Lebindow were paid for their work done after New Year's Day, but I was not. [Contract produced.] This is the contract I signed. By that the contract should have been completed in thirty days from the 5th of November, 1877. I had not got it finished till the 4th of January. I worked with Ray and Franklin just before Christmas, 1877, and we did not get paid. It was contract work. When I took the contract at the cemetery Mr. Nightingale did not tell me that the money would be put to my credit that month. About £20 was collected by the settlers for the purpose of paying for my wife to go to Hokitika.

EMIL NERGER sworn and examined.

In the latter end of January, 1877, I collected £21 2s. for the purpose of sending Mrs. Burmeister to Hokitika for medical advice and attendance. £2 of this was refunded, and £19 2s. paid to Mrs. Burmeister. Mr. Adams got back £1, and, I think, Mr. Smith £1, because she did not go. I am a settler here; I live at Okuru. I have no complaints to make.

JOHN MARKS sworn and examined.

I am a storekeeper at Jackson's Bay and the Haast. When the Government gave up the store here I tendered for it, and became the purchaser. I never heard of any system of giving orders direct on myself for supplying the settlers with goods. I never saw a certificate of work addressed to me. In the conduct of my business no such certificate was ever presented to me. Sometimes an order came signed by the Resident Agent or Mr. Nightingale. I gave goods for these orders just as I thought right. I am not aware that it could make any difference to Mr. Macfarlane whether these orders were presented at my store or any other. They would be paid on pay-day. I never had reason to believe that Mr. Macfarlane would not recognize them if they came through other hands than mine. I have heard of instances where they were recognized in other cases. If I received such an order I kept it till pay-day, and then the man in whose favour it was drawn had to acknowledge it. The orders were handed in to Mr. Macfarlane with a statement of accounts. The ganger sent in his statement of accounts also. As a general rule I got a cheque. In cases where men disputed the orders I had to get the ganger to prove that he had issued the orders. I have, in some instances, got those who presented the orders to indorse them. I have given part goods and part cash for orders; and, sometimes, an IOU instead of change when I was short of cash. Sometimes the IOU would be returned almost immediately, and the cash asked for. No one interested in the Government works was in any way interested with me in the store. Thomas McFelerick had been a partner, but the partnership was dissolved before the Government store was purchased by me. McFelerick was never in the Government service.

NEIL NEILSON sworn and examined.

I live at Arawata. I have a section in Waitototo. I signed the petition. Rosenansky was up in Klempel's house. I came there on business. He had the petition on the table, and Klempel was signing it. He asked me if I was going to sign it. I said, "What is it about?" He said, "We want to have more money spent by the Government, and it will be paid in cash, not by cheques." I said, "You had better wait till I come to Malam's place, for Jimmy Stout to read it or Malam, and then I

might sign it when I know what it is about." He said he was in a hurry, for the paper had to go to Okuru, and every one would sign it. I was in a hurry, and so I signed it. I did not know what was in it but what he said. He said he would be at Malam's by-and-by. When I came to Malam's, at dinner time, I asked him if Rosenansky had been there with a paper. He said, "No." Stout asked me if I had seen the petition, and if I had signed it. I said, Yes. He asked me if I knew what was in it. I told him we should have more money and cash instead of cheques. I heard then what was in the petition. I then wanted my name struck out. I asked Rosenansky two or three days after to get me the petition to strike my name out. He said he could not find it. I told him he must find the petition, and have my name taken out. The same afternoon Michael Dwan came to me and asked me if I had signed the petition, and wanted my name struck out. I said Yes. He said he would strike my name out. I said it would be better if I got the paper myself, to strike out my own name. He said he did not want any one's name in it who did not wish it, and he would strike it out. I did not know whether he struck it out, so I went to see Mr. Macfarlane. I have no complaints to make. I intend to remain. I am satisfied with some of the land which I intend to take up. I did not want my name taken out of the petition because I was afraid of getting the "sack" from the mill in consequence of signing it. I never saw Mr. Macfarlane after signing it, before I asked Dwan to strike my name out.

MICHAEL DWAN recalled.

I promised to strike Neilson's name out of the petition, but I had not got the petition with me, and I did not strike it out afterwards. I took the petition to Hokitika with me myself. I sealed it up myself after I knew the man wanted his name taken off. I am not positive.

JAMES NIGHTINGALE recalled.

Mr. John McKenna and Courtenay were partners, as I understood, in a house. I served them with a notice, when the house was half-built, that the site was a gravel reserve. I told them they had better not go on with it, as I should want every bit of stuff that was in the reserve for road formation. When the road was being formed I gave McKenna and Courtenay notice in writing that their hut was in the way. They were both together at the time. They said, "We suppose our labour there is lost." I said it might be useful even for a tool-house, and so that is not an entire loss to you. I will give £4 out of my own pocket for it." I believe I paid him there and then. About fourteen days afterwards I saw Courtenay. In the interval I had taken possession of the hut. Courtenay then told me he objected to my taking it, as he thought it was to be for the Government. I said, "The Government has nothing to do with it. What is your objection now?" He said if it was for the Government he would not take £6. I said, "It is too late now; I have paid for half, and if you are not satisfied you can take the other half." I never saw Courtenay afterwards. Neilson told me afterwards that Courtenay was willing to accept the £2. I hand in a receipt for £2, witnessed by Neilson. Mr. Macfarlane had nothing to do with the hut till twelve months afterwards, when I sent in a bill to Mr. Macfarlane for rent. Then Mr. Macfarlane paid me the £4 for the house.

THURSDAY, 3RD APRIL, 1879.

Mr. Macfarlane handed in a written statement in reply to the four allegations contained in the petition; and, further, a reply to the charges made by Mr. John Murdoch in the course of his evidence given at various times before the Commission, and reduced by the Commissioners to twenty-one distinct headings.

FRIDAY, 4TH APRIL, 1879.

D. W. VIRTUE sworn and examined.

My name is D. W. Virtue. I am a merchant in Hokitika. I have an entry in my books of some potatoes sold to Mr. Todd about the time referred to. There were ten bags of potatoes at 1s. 6d. per bag. I do not know what became of the potatoes afterwards. I hand in an extract taken from my books. The potatoes were worthless. The date was the 5th of January, 1876. It would be very difficult to obtain good seed potatoes at the time these were purchased. The potatoes were not condemned by the Inspector of Nuisances before they were sold.

Mr. BARFF, M.H.R., sworn and examined.

As my statements in the House of Representatives have been very roughly called in question during the progress of this inquiry I desire to make a statement, especially with regard to the rotten potatoes. The Hon. Mr. Bonar, in his evidence, states: "The statement of Mr. Barff, that potatoes condemned by the Inspector of Nuisances were purchased and sold at the settlement for £17 per ton, is utterly untrue." I desire to say that I never used the expression. The *Hansard* now before the Commission will prove this. The words I used were these: "In one case a quantity of damaged potatoes that could not be sold at auction were left on the wharf at Hokitika until they were directed to be removed by the Inspector of Nuisances." My personal recollection of the facts connected with the damaged potatoes is founded upon personal observation, written statements, and verbal statements made to me from time to time by numbers of persons; also by reference to the books and papers of Mr. Churches, merchant, of Hokitika. With regard to the Inspector of Nuisances I remember very distinctly that Mr. John Barrett, who was at that time, I believe, a member of the Borough Council of Hokitika, informed me either that he had directed the Inspector of Nuisances to remove the potatoes from the wharf, or that he intended to give such instructions. The potatoes were pointed out to me lying on the wharf. This was towards the evening; the date I forget. There were a large number of bags containing potatoes. These were covered with a tarpaulin or old sail. Mr. Barrett, previously referred to, is now, I believe, proprietor of the Borough Hotel, Christchurch. What I remember of the appearance of the potatoes—such as seemed to have rolled out of the bags—is that they were so rotten that they almost

flattened out on the planks. I desire to read a letter which I received from Jackson's Bay some time afterwards. At the time to which I refer I was editor of the *Hokitika Evening Star*, and I received a number of letters intended by the writers for publication. The letters, some of which I now have, contain statements of such a strong nature that I considered them, true or false, to contain libels. I therefore refrained from publishing them. Incidentally, however, in my editorial capacity, I made reference in the columns of the *Star* to the fact that I had received such letters. In a conversation I had with Mr. Bonar he desired me either to produce the letters or to give full reasons for not publishing them. I stated in reply that the letters contained apparently libellous matter, or used words which conveyed that meaning. I had another reason for not publishing the letters or producing them. I thought that possibly the writers, with some of whom I was personally unacquainted, might get into deeper trouble than they were then in. I will now read some of the letters to which I have referred, which touch upon the question of the potatoes. The first is dated from Jackson's Bay, and is addressed to the editor of the *Evening Star*. The date is very indistinct. [Letters were put in and read by Mr. Barff.] It has been with some degree of pain that it has been forced upon me, in my own justification, to read such letters as those just read to the Commissioners; but statements made by Mr. Bonar before the Commission might lead persons to suppose that I had not received the letters. After hearing the letters read the Commission will no doubt see that the letters contained libellous matter, and that I would not have been justified in publishing such statements. I desire also to put in further papers connected with the settlement—viz., a petition read by me in the House of Representatives. I suggest that Mr. John Barrett, of Christchurch, be communicated with, as he may possibly remember his remarks concerning the damaged potatoes. I request that Mr. Joseph Churches, of Hokitika, merchant, be called to give evidence before the Commission, and that he produce all books and papers connected with a shipment of potatoes between Hokitika, Greymouth, and Jackson's Bay. I am under the impression that Mr. Churches can prove that a shipment of potatoes at the time the damaged potatoes were being bought and sold were shipped from Hokitika by the "Waipara" to Greymouth, consigned to a business firm there; that Mr. Churches communicated with his agent at Greymouth, requesting him to watch the consignment and report; that the potatoes were not landed, but sent away, as from the Greymouth firm, back by the "Waipara," by way of Hokitika, to Jackson's Bay. My reason for saying this is that about that time I had a conversation with Mr. Churches, and was shown books and papers in proof of what I have advanced. I would suggest that the Commission call for the "Waipara's" Hokitika manifest and also her Greymouth manifest. I desire to state that my impression is that the potatoes to which I have referred throughout in my evidence came from Wanganui by the schooner "Kaiuma;" that the schooner had a long and rough passage, which accounted for the damaged condition of the potatoes.

[In continuation, when the Commission resumed, Mr. Barff put in two more letters.]

These letters are the only two I have to offer as proof of the writers of the letters previously read. I have produced all the documents which I consider bear upon the case before the Commission. I wish to state to the Commission that I have put in the letters not for the purpose of having any charges made, but to justify myself with regard to the statements which have been made insinuating that I had no such letters in my possession. My evidence is already in writing before the Commission. I would like to refer to one matter in reference to a statement made by me in *Hansard* as regards the price of £17 per ton for the potatoes. One letter I read this morning states that they were sold at £12 per ton. Evidence already given by other witnesses before the Commission mentions other prices at which they were sold. Thus I understand Mr. Murdoch to have said that they were sold at £10 per ton; that further evidence states £8 per ton; and that papers placed before the Commission show that no higher than £9 per ton was on any occasion charged at Jackson's Bay. I take it for granted that the apparent discrepancies can be accounted for in this manner: That the cost of conveyance from the landing-place or Government store to the different parts of the settlement would necessarily vary; and that, with cost of carriage added, the potatoes might, in the outlying portions of the settlement, have reached the amount of £17 per ton. That I believe to be the real solution of the question. I was informed, either by letter or verbally, that the potatoes were charged at the rate of £17 per ton, but I have no record of the fact.

[By Hon. Mr. Bonar.] Did you furnish us with the distinct charges on the points contained in these letters?—I did not; and I stated as my reason the very gross nature of the charges contained in those letters.

Do you remember my asking you to furnish the specific charges?—I remember the occasion of your asking me to give particulars of the charges. [Written statement of Mr. Barff read.] I saw the potatoes lying on the wharf.

What did you mean by the statement that a quantity of potatoes which had been left on the wharf at Hokitika had to be ordered to be removed by the Inspector of Nuisances, or had been condemned?—I took it for granted that Mr. Barrett's statement to me had been acted upon, especially as he informed me, according to the best of my recollection, that the stink from the potatoes was enough to breed a fever or a pestilence.

Do you know what became of these potatoes?—Nothing more than I have stated in my evidence. I was convinced that my statement was correct when I made it, from the evidence I had on the subject. I think Mr. Churches was my informant that the potatoes which I saw on the wharf were shipped to Jackson's Bay by way of Greymouth. I think I got the information from Mr. Churches' books, and I must have got the date from that source too. I think it must have been in 1876, just before I received the letters which I handed in. I also obtained information from Messrs. Pollock and Bevan. Mr. Bevan was one of the first persons who urged upon me to press for this inquiry.

Are you aware that Mr. Woolcock was in the habit of going round and attending to the shipment of goods, &c., himself?—I was not aware of that. When I stated that Mr. Woolcock would be prepared to give evidence I acted upon a statement made by Mr. Woolcock in the presence of members of the Government when a joint deputation of both Houses waited upon them to urge the immediate appointment of the Royal Commission.

In answer to Mr. Macfarlane.] I have put in all the letters which I have now in my possession which bear upon the question before the Commission. I desire to add this: I wish to put it on record that in my action in connection with the Jackson's Bay inquiry I have not been influenced by personal spite against Mr. Bonar, Mr. Macfarlane, or any one else, but have acted solely in my representative capacity, as I considered it my duty to bring about a public investigation of what was said from one end of Westland to the other to be a great public grievance.

By Mr. Macfarlane.] As representative of the district, did you ever apply to me for an explanation of any of the grave charges which were made to you against me?—Most decidedly not. I should have considered it to be a gross insult to refer to such charges in any conversation or correspondence with you.

By Dr. Giles.] I have no doubt that the letters I have produced had with them the names of the persons sending them, but I am unable to find the slips. Referring to a paragraph in my written statement as to having "made up my mind on the subject years before," I had, from the first of the settlement, been strongly opposed to the whole affair, believing that the money would be thrown away; that settlements should be fostered and encouraged, but not forced. I could not see any chance of the settlement being a success. I visited Jackson's Bay many years before the settlement was proposed, and then formed the opinion, which I yet hold, that the place did not afford sufficient encouragement to settlers to afford a chance of success. I stated these opinions in public repeatedly, pointing out at the same time that, if the soil were much better than it really is, settlers must mainly depend upon root crops, and that, any potatoes or turnips raised by them more than would meet the requirements of the settlement would have a heavy freight upon them, and thus prevent the settlers from competing with persons in other places. I was a member of the Special Settlement Committee of the County Council.

[Passage read from a letter from Mr. Barff, 7th December, 1878: "Again, a large number of persons who have at various times been driven from the settlement, after being completely ruined, are now residing at Hokitika and the surrounding districts, and are anxious to give evidence."]

Can you mention the names of any of these persons?—I cannot remember any names of persons to give evidence just now, except, perhaps, Mr. Love, a butcher of Kumara. I will endeavour to recollect any if I can. I put in answer to this letter, received from the Hon. Mr. Stout. [Letter of 21st December, 1877, handed in.]

Mr. PATTEN recalled.

I find that the "Kaiuma" entered from Wanganui in ballast on the 24th of January. [Manifest produced.] After the "Kaiuma" entered from Wanganui, the "Waipara" cleared for Greymouth on the 3rd of February with cargo transhipped ex "Alhambra" from Melbourne, but no potatoes. On the 4th of February she returned from Greymouth with a cargo of coals and a box of tobacco and a planing machine, but no potatoes. On the 5th of February she cleared for Jackson's Bay, but there is no record of any potatoes as part of the cargo. On the 6th of January, 1876, she cleared for Jackson's Bay with five tons of potatoes, shipped by Mr. Todd. If potatoes were shipped from Greymouth for Jackson's Bay they would appear in the manifest when she entered at Hokitika going through.

SATURDAY, 5TH APRIL, 1879.

Telegram read from Mr. Barrett, of Christchurch.

Letter read from Mr. Polson, Kanieri.

Mr. POLLOCK recalled.

By Mr. Barff.] Do you remember any conversation at any time between yourself and me regarding the sale of a shipment of damaged potatoes?—No, I do not.

By Mr. Whitefoord.] Do you remember making any complaints to Mr. Barff about the Jackson's Bay Settlement?—No, I do not remember anything of the kind. I did not urge that there should be an inquiry, nor did I make any complaints. I remember once Mr. Robinson calling for tenders, and Mr. Patten made inquiries too, but I never had reason to complain of not having the opportunity to supply stores. I did not make any remark that the system was unfair of obtaining tenders, at any time, as far as I remember. The potatoes sold by auction were advertised, and sold by public auction in the usual way, amongst a lot of other goods. I could have got a higher price for them the day before they were sold, but Mr. Churches' (the consignee) instructions were that they were to be sold under the hammer.

By Mr. Barff.] Do you remember any shipment of bad potatoes being sold after an attempt to sell them by public auction?—No, I do not.

By Dr. Giles.] I do not remember any potatoes being sold at any time at a sham auction. I remember some talk about the lot of potatoes that we sold, and I saw some letters in the paper on the subject at the time. I do not remember selling any potatoes which had come down by the "Kaiuma."

Mr. BEVAN recalled.

By Mr. Barff.] I have heard my previous evidence read. We never sold a cargo of potatoes such as Mr. Barff refers to on the wharf. From reference to our books I find we had sold some hundreds of bags on account of Mr. Churches, at intervals previously. A shipment of potatoes came to this port after being detained in the vessel outside for a considerable time, consigned to Mr. Churches, I think about five years ago. I should think the name of the vessel could be found from the Customs. I think she came from Motueka. She was detained so long in the roadstead that it was the common talk that the potatoes would be growing through her sides. I was a member of the Borough Council all the time Mr. Barrett was a member. The wharf was crowded with all kinds of timber, machinery, and other goods, and very much lumbered up. Some persons were summoned because of this; I was one. I took exception to my being summoned whilst others were not. I think the potatoes

were on the wharf under a tarpaulin at the time. The potatoes were lying on the wharf, waiting to be put into the store. Mr. Churches kept them in the store for a long time, and retailed them out as opportunity offered, until at last I had to ask for the store. I think Mr. Barrett might have joined me in endeavouring to get the obstructions on the wharf removed, but I do not remember that any potatoes were removed because they were rotten. The only potatoes I remember being commented on were, as I thought, those that we sold in January, 1876, which were in splendid condition when they came in. I do not remember any potatoes being sold at 1s. 3d. per bag, or at a price like that, except those which we sold to Mr. Todd. [Manifest shown to witness by Mr. Patten dated 4th of October, 1875, of "Esther," cleared from Nelson with 412 bags potatoes.] The name of the vessel was the "Esther," I remember now. She was at sea some six or seven weeks, and probably some of the bags would have been bad. The potatoes lying on the wharf, were not for shipment but for store, and would be stored as fast as time and weather would permit. That must have been the time when the potatoes referred to arrived. I was a member of the Borough Council after Mr. Barrett resigned. I do not remember anything being said in the Council about bad potatoes being sent to Jackson's Bay. [Manifest put in of clearance from Nelson on the 27th of August.] What was said in the Council would refer to the wharf. Mr. Barrett left Hokitika about October, 1875. It is quite possible that I may have said to Mr. Barff that, from the reports which were circulating about the mismanagement of the Jackson's Bay Settlement, there ought to be some inquiry. I think it was spoken of in the Provincial Council. I did not know of any special facts with regard to any particular case. I do not remember referring to any particular case of rotten potatoes being sent to the Bay, and urging an inquiry on the subject in consequence. It was a public scandal, and I might have referred to it in conversation.

RALPH LEVY sworn and examined.

I am a storekeeper in Hokitika. I was on the wharf, and saw some potatoes sold by Mr. Todd somewhere about four years ago. I think Mr. McCrea bought them. He was in Mr. Bonar's office. The potatoes were lying on the wharf. I think they were sold by auction. I am not sure if they were sold after the auction or at the time of the auction. The potatoes were not fit for food, many of them, but they were picked over and re-bagged, and I saw them shipped on board the "Waipara," sound and in good order. I would have given £6 per ton for them. I would have taken them at my own store to supply my customers. At the time these potatoes were being sold it was late in the season, but seed potatoes were being sold. I should call about December or after Christmas late in the season for old potatoes. I remember a good deal of public talk on the subject of flour and potatoes at this time, but not at any other time. I think that the public, when these comments were made, did not know that the potatoes had been sorted over as they had been. The potatoes might have been lying on the wharf six or seven days. There was a tarpaulin over them. Those which were good were good for food or for seed. I do not remember any discussion in the Borough Council on the subject. At the time to which I refer Mr. McCrea was buying and selling.

JOSEPH CHURCHES sworn and examined.

I am a merchant in Hokitika. I think the cargo of potatoes by the "Esther" were in very good order, but had grown a little. Some of them were landed on the wharf and sold as they were landed, and the balance unsold were sent into store. Messrs. Pollock and Bevan lent me the store at the south end of Revell Street. I think they were sold off to the best advantage, in small lots. I think they were sold privately. I cannot say to whom without my books to refer to. I do not know what became of these potatoes. I had a cargo from Lyttelton some time in 1875. The instructions of the shippers were for me to hold them for a certain price. They were sold in small quantities for some considerable time. The balance that remained unsold were in very bad condition. I wrote the shippers, and told them the condition they were in. I received instructions to sell them at what they would realize. Messrs. Pollock and Bevan sold them by auction. The account-sales show the bags were sold at 1s. each, and I think the potatoes at 3d. per bag. I see by my instructions they were to be sold at 1s. the bag, whatever the potatoes brought. I cannot say whom they were sold to; the account-sales do not show. I do not know who got them or where they went to.

By Mr. Barff.] Do you remember my having a conversation with you, when your managing man at the store was present, one morning, concerning damaged potatoes sold in Hokitika at a ridiculously low figure, shipped from Hokitika to Greymouth by the "Waipara," and again sent from the Greymouth firm consigned by the "Waipara" to Jackson's Bay?—No, I do not remember such a conversation.

Do you remember my going through your books and a number of manuscript papers connected with shipping, and making extracts from them?—I remember your asking to look at my delivery-books to see where a lot of potatoes had gone. I remember your taking extracts from the delivery-books. The delivery-books would show the date. I do not remember anything of a consignment of potatoes by the "Kaiuma" to me or any one else. None were consigned to me by the "Kaiuma."

Do you remember telegraphing to any one in Greymouth, asking them to watch a consignment of potatoes there?—No, I do not remember it. If I did so I should have copies of the telegram.

Do you remember my having a conversation with you on that particular point when I was going through the books?—No, I do not remember it. I never sent a telegram of the kind or any letter. I could not say how many bags I had left when I wrote to Lyttelton about the potatoes that were bad. I only had one cargo from Wanganui, in the "Mavis," but they were in very good condition.

Do you remember any public talk about damaged potatoes lying on the wharf?—I remember some damaged potatoes lying on the wharf which had to be removed, but they were not mine. I cannot recollect the date. I could not say whether it was before or after I wrote to Lyttelton about these potatoes consigned to myself.

Do you remember Mr. Samuel Jacobs buying a large quantity of potatoes?—I do not know anything of it. I understood the bad potatoes lying on the wharf were carted away. I remember

complaints about the bad potatoes on the wharf. They were lying scattered on the wharf, uncovered. I saw them there several days. I have no idea when it was; nor do I know where they came from, or where they went to. There would have been about seventy or eighty bags.

By Dr. Giles.] I remember some talk of some potatoes bought from Pollock and Bevan being sent damaged to Jackson's Bay. I do not remember any talk about those I have spoken of as lying on the wharf being sent to Jackson's Bay. They were not fit to send anywhere. I heard that those bought from Pollock and Bevan were sorted, and then sent to Jackson's Bay. I heard common talk of their having been sent to Jackson's Bay. Some of those from Lyttelton remained on hand about four months, because of the high price put on them—viz., £7 per ton. I know of no transactions such as shipping potatoes to Greymouth for the purpose of sending them as from Greymouth to Jackson's Bay. I might have sent to my agent at the Grey, asking what potatoes might be fetching there for my own information, as I might have had potatoes here and wished to ascertain their value. I do not remember that I expressed any dissatisfaction about the way supplies were obtained for the Jackson's Bay Settlement. At first they were got without calling for tenders. I have no knowledge of any potatoes being sold at 1s. 3d. per bag except those from Lyttelton, which I have spoken of. None of the "Esther's" cargo were sold at 1s. 3d.; they fetched from £6 to £7 per ton. Those sold at 1s. 3d. per bag were landed and stored. I only know of the potatoes being sorted, which were sold by Todd, from Mr. Aitken's evidence.

GERHARD MUELLER sworn and examined.

I am chief surveyor for the Westland Provincial District. I remember the establishment of the Jackson's Bay Settlement. I was holding at the time the offices of Chief Surveyor and Provincial Engineer combined. I was employed from the very commencement of the settlement, in connection with the County and Provincial Councils, in selecting land for special settlements. Several blocks were chosen, and out of these Jackson's Bay was selected for the first settlement. The site was selected on the recommendation of a Select Committee of the Council. The Committee took my evidence on the subject. I do not remember any one dissenting to the report of the Committee. I do not remember that Mr. Barff opposed the scheme. I made a report on the block subsequent to the Committee making their report. I had been twice to the Haast and Okuru previously, but I had not specially examined the settlement till the time I prepared my report on it, which was after the Committee of the County Council had reported. I was then employed in surveying the district and laying it out for settlement. It was on my recommendation that the settlement was laid out as it now is, with the various townships, suburban sections, &c. My first idea was to give each settler a town section, a suburban section, and a rural section; that the first batch of settlers should be placed on the suburban sections, to enable time for laying off the rural sections. The Town of Arawata, at the Bay, is not included in the Proclamation defining the special-settlement block. The Waitoto, Okuru, and Haast were the townships in the settlement. The town sections were quarter-acre sections. It was thought likely at first that discoveries of minerals would give the district a start, and that those settlers who had cleared their ten-acre sections would be able to sell them, and go on to their rural sections. But a mistake was made at first in sending the first settlers before the surveys had sufficiently progressed. This had the effect of making the settlers press for their sections, and the result was that some sections were surveyed and taken up, which, if more time had been allowed, would probably not have been thus dealt with. A number of the settlers who commenced clearing ten-acre sections would probably have at once settled upon their fifty-acre sections. It was absolutely necessary for them to remain in the Bay till their fifty-acre sections were surveyed, or take to their ten-acre sections. Rent was charged from the day of selection of the allotments. If minerals were discovered, as was hoped, of course the settlers would be under a difficulty in working their fifty-acre sections at a distance from their ten-acre sections. Fifty-acre sections were laid off at the Arawata, Okuru, Turnbull, and Waitoto Rivers. Also fifty-acre sections were laid out at Smoothwater. This was not part of the original plan. One of the surveyors, in exploring the country, traversed the Smoothwater River, and reported very favourably on that valley. This report was furnished by Mr. Browning. Some time after a large number of immigrants were expected to be sent to the Bay shortly, and as it was certain that, for a long time to come, public works would have to be carried on at and near to the port, it was considered advisable to make that land available for settlement. On survey it was found that the area of really good land had been greatly over-estimated, and it was decided not to put any settlers in that valley in Smoothwater. Some of the Poles, however, insisted upon selecting their fifty acres there, and the Resident Agent, reluctantly, ultimately agreed to it. I had not inspected the Smoothwater Valley before Mr. Browning reported on it. I came through it one afternoon quite late, and I followed the creek bed all the way down, as I was in a hurry to reach the Bay. After Mr. Browning's report I did not visit it, but I gave instructions to have it cut up, and it happened that I did not visit the Bay again until the survey was nearly completed. It was then that I found that it was not equal in extent to what it had been represented. There might be about 1,600 acres altogether, but the good ground runs no distance back from the river. The fifty-acre sections must have a frontage of about twenty chains to make them worth anything. Mr. Browning reported that there were 5,000 acres. I do not consider it a fit place for locating the settlers. I think Mr. Browning's recommendation was too hastily given, without fully examining it. In respect of floods the principal blame would rest with the settlers themselves at Smoothwater, in clearing their ground up to the river-bank, blocking up the stream by falling trees, and so causing frequent overflows, which otherwise would not have taken place. There was not sufficient good land, and it was very heavily timbered. The settlers have, I am aware, done a great deal of work on their clearings. The causes of failure there I attribute to the want of good land, and the filling up the stream with fallen trees, and so causing floods. I will hand in to the Commissioners a schedule showing the number, positions, and area of all allotments, and also the cost of the surveys in connection with special settlement at Jackson's Bay. £2,845 was the total cost, and this amount was charged against the settlement account. Mr. Browning's salary for the nine months was not charged against this. So the sum total would be £3,127. The other surveyors were taken on for that special

purpose, and afterwards were continued as staff officers. These surveys included the laying off of roads and everything connected with the settlement. I was also in charge of the public works at the settlement until the abolition of the provinces. I was in charge for the whole of the Provincial District of Westland. When the provinces were abolished these two departments were separated. The works consisted of roads, tracks, bridges, culverts, and drainage works. These works at the settlement were under the supervision of Mr. Nightingale, the overseer. I consider Mr. Nightingale quite a competent person. I have had him in employ a long time prior to the starting of the settlement, on the Christchurch Road. I went over all the works while at the Bay with the Commissioners. I hand in a schedule of the works with a statement of the prices attached. I consider the value of the works to be nearly £16,000. I know the question has been raised that the works are not worth the value stated, and I have given careful estimates and measurements of the various works to enable their value to be shown. I think the funds for the Smoothwater Road might at the time have been employed more usefully, but it will eventually be of value for the Cascade country. There are indications of coal on the Stafford River, and this road will be useful in that direction. The road at the Haast is on the southern side, and runs through the settlement. The roads through the settlement are well constructed. There is one piece of work on the Bay Road up the Arawata which I think is unnecessarily wide, but at the time of its construction the idea was to run a tramway through to the Bay.

I would give an instance of how exaggerated reports got abroad. There had been a gate at Jackson's Bay, and there was a horse track from the landing to the suburban sections. A letter was written to the paper signed "A Settler," stating that eighteen months' work were destroyed. I communicated with Mr. Macfarlane and Mr. Nightingale, and received the following reply:—

"I inspected the Bay Road, which was constructed since I gave up charge of the works. No doubt some blunder has been made which will involve reconstruction of about seven or eight chains of road, if hereafter an easier gradient is required. The road, as it stands at present, answers all the requirements. Even if the alteration was made it would only be fit for packhorses, which it is at the present time. The error consisted in not beginning to rise soon enough, and it was found necessary, in order to gain the point most suitable for rounding a rocky spur, to introduce a short zigzag, length about two or two and a half chains. The gradient of this zigzag is not as bad as many of those found on horse tracks in various parts of the coast."

I think there is only one drain at the Arawata of which the wisdom is questioned. It is a drain leading from the road through Mr. Burmeister's ground into a creek which empties into the Arawata River. Mr. Burmeister contracted for the cutting of this very drain through his land. It appears that his ground is flooded only when the Arawata River is in flood and the water backed up in that same creek. It is the backing up of the water up the creek from the Arawata River which causes the flood. The sections at Arawata should be drained into the Arawata or any creeks running through. The creeks require to be cleared, and the drains should be faced in some way. Most of the timber now in the creeks is the work of the settlers themselves.

After I gave up charge a wire bridge was put up over the Turnbull River, at a cost of between £70 and £80. It was carried away by a flood, but the material has all been saved, and the actual loss has been about half. It was not built under my direction, nor did I select the site.

I visited the settlement with Mr. Bonar about the time of Sir George Grey's visit, and saw the bridge in course of construction. I may also state that a great deal of damage has been done by omitting to look to the repairs of the roads, culverts, and bridges. In consequence an expenditure of about £650 will have to be incurred.

The original arrangement was that the settlers were to have day-work. Afterwards it was found that in many instances an honest day's work was not done for a day's pay, and hence the introduction of contract work, in two ways—viz., contracts in the ordinary way by calling for tenders, and also contracts by taking piecework at the engineer's estimate. The work was divided into sections and a price put upon each section, and then offered to the settlers. The Resident Agent could still give day-work to men whom he could rely upon. I have not had complaints of the system of giving contracts made directly to me, but I have heard of them, and contract work was introduced with considerable difficulty, but when once introduced it was preferred to day-work. The contracts were based so that a man could get 8s. per day for eight hours' work; if the men liked to work longer they could earn more. All the payments for work were made through the Resident Agent, with the exception of the settlers employed on the survey. Those employed on the survey were paid the ordinary rate of survey labourers—10s. per day, and payment was made through the surveyor, who, as is usual, is held responsible for any provisions supplied to the party. He would make his deductions, and hand the balance to the settler. The money was paid by cheque from the Provincial Treasury. The cheque for the full amount was forwarded to the settler through the surveyor, who in that way would get his money back for provisions. I always gave the preference to settlers where I could, but for chain work I did not deviate from the old plan of keeping the old hands on. I always understood that this survey work was to be considered as the work done for the settlement, as the payment for it came out of the funds of the settlement. The Resident Agent had a note of the men employed, and it was on his recommendation they were employed. When a man was wanted we applied to the Resident Agent, and employed as he recommended. If a man earned £4 in eight days it would be reckoned against him as ten days' work at 8s. The survey work was counted as work under the settlement regulations, and, to enable the Resident Agent to reckon with these settlers for store accounts, I requested the Treasury in Wellington to appoint him the countersigning officer. I intended this to enable him to settle with these people for their store account.

Difficulties in connection with Settlement.—I would mention first the very bad class of immigrants which have been sent down to the settlement. Some were not accustomed to this kind of work, and some were not even willing to work. I may mention an instance among the Italians. I came to one of their huts about half-past 10, when the man got out of his bunk, on a fine morning, and took a billy to go half a mile to fetch some milk for breakfast. I refer also to the Poles. The Irish, Scotch, English, and some of the Germans, were suitable men. The rest were useless, with some few exceptions.

The next drawback was the occurrence of three such terribly bad seasons running. I put in a statement which I have compiled, showing the state of the weather for the last four years. Then, contrary to all expectation, nothing occurred in the district to give the settlement a start; and as there were prosperous seasons in other parts of the colony, employers of labor could not be induced to start the industries of sawing timber, or working limestone, &c. The want of a jetty effectually prevented these industries from being developed; the difficulties are great. Application has been made over and over again for the construction of a jetty, but the necessary authority has never been obtained. Another great difficulty was the constant attacks upon the settlement—misstatements persistently repeated, so as to gain credit in the end; but there were a number of persons who opposed the settlement at Jackson's Bay because it could not possibly do much good to either Hokitika or Greymouth. The effect of this has been to prevent people at a distance from seriously considering the question of investing money at the settlement. Perhaps the greatest mistake was the Government commencing the business of storekeeping, which was the cause of much trouble at the settlement. At the time great difficulty was found in inducing any one to start a store at the Bay. Overtures were made to several people; but it would have been better to have paid a subsidy, rather than for the Government to take the store itself. Another mistake was that the settlers should only have been located at the Arawata and Okuru, instead of at four different localities, namely, Arawata, Okuru, Waitoto, and Smoothwater. The blame that such has not been done rests entirely with the General Government. We were led to expect the arrival of 250 families, equal to 1,000 souls, which could not have been located at the two rivers alone, and so preparations for settlement were made at the other rivers also, and the arrivals were allowed to settle wherever they liked. Instead of 250 families, only about eighty were sent down. If we could have anticipated this, we would not have scattered these immigrants. A third mistake was not building a jetty immediately. It would have developed the one safe industry at once. All the works proposed had to be submitted for approval to the General Government. A jetty was included in the schedule of works, but never authorized. The Provincial Government wished for a jetty. The principal industries should have been timber, sandstone, freestone, and the burning of lime; but these were paralyzed by the want of the jetty. The freestone is at Smoothwater Bay, limestone at Jackson's Head, and sandstone at Ocean Beach.

MONDAY, 7TH APRIL, 1879.

HENRY POLSON sworn and examined.

I live at Kanieri. I am a gentleman. In 1875 I went in the "Waipara" to the Paringa. I gave a cheque to the captain of the "Waipara" for my fare to the Paringa on the 14th of October, 1875. There was a failure of the potato crop reported by the papers, and spoken of by the general public; I mean the crop was reported to have failed at Jackson's Bay. We went down by stress of weather outside the Bay, and ran back to the Okuru and remained there eight days, and then returned to the Paringa River. I heard that the potatoes were bought at Pollock and Bevan's auction mart, at 1s. 6d. per bag, before I left here. Before October, 1876, it was commonly spoken of here that the potatoes had been bought there—that was before October, 1875, to the best of my belief. I feel sure I heard it here before I visited the Okuru. I came back to Hokitika about Christmas Eve, the 24th of December following. I was away all this time. Some time after that I saw in the newspapers that Mr. Todd was commissioned to buy seed potatoes and other provisions for the Jackson's Bay Settlement, in the beginning of 1876. I have read Mr. Aitken's statement in the newspapers. I do not dispute the facts of Mr. Todd's purchase of potatoes in 1876, which has been given in evidence; but I had heard before this of the purchase of bad potatoes. I think Mr. Foster could give evidence on the point. I was Inspector of Government Works at the time. I am sure I first heard of the potatoes being bought at Pollock and Bevan's store in the year 1875, at 1s. 6d. per bag. I saw comments on the subject in the *West Coast Times*, but I do not remember that the price was referred to in 1875. I have also heard the price mentioned by the public on the wharf. I asked the captain of the "Waipara" if the bad potatoes which had proved a failure in Jackson's Bay were damaged on his vessel (meaning the "Waipara"). He said not on his vessel. I heard persons at Okuru saying that the potato crop had failed. They did not mention the bad weather. Joe Collyer was one who mentioned the subject, and said it was a bad job. He said it was through the bad potatoes for seed that the crop failed. The cause was attributed to its being bad seed sent down. I cannot say that Mr. Collyer said the potatoes sent down were bad, but he said the seed was bad. I do not know personally where the potatoes were bought in 1875. I heard that, when the potatoes were bought at 1s. 6d. in 1875, it was 1s. for the bag and 6d. for the potatoes. I heard this in Hokitika, before I went down to the Paringa. I saw reports of it in the papers before I went down to Paringa.

JOHN FOSTER sworn and examined.

I remember Mr. Polson writing to me about some rotten potatoes sent down to Jackson's Bay. I was living at Okarito. I think the letter was dated in 1876. I think it was in the summer season. It was merely a reference to it, remarking that it was not right to send such stuff to an isolated place like Jackson's Bay. The letters from Mr. Polson came from the Kanieri. I think they are destroyed. I cannot fix any date. I remember it being mentioned that the potatoes were on the wharf waiting to be sent to Jackson's Bay, or something to that effect. I gathered from the letter that the potatoes were lying on the wharf to be sent to Jackson's Bay, and that they were not fit for human food, and it was a disgrace to send such stuff. As far as I can remember I left Okarito about ten days ago. Mr. Polson's letter was dated from Kanieri. I do not remember that Mr. Polson referred in his letter to going to Okuru.

WILLIAM DUNBAR BANKS sworn and examined.

I am the Town Clerk of Hokitika. I remember hearing some talk some years ago about some potatoes on the wharf, but I do not remember anything coming before the Council on the subject. I might find it among the Council papers. I can find no record in the minutes of the Corporation, or the

reports of the Inspector of Nuisances, of any rotten potatoes, after searching. The 9th of September, 1875, was the annual election, when Mr. Barrett left the Borough Council by effluxion of time. I think Mr. Hawkins could not have been in the Council later than 1874. He has not been re-elected since. He has not been a member of the Council since September, 1874. I remember something being said in the Council about lumbering up the wharf with goods, and prosecutions in consequence. I can ascertain the particulars of these. I think this was after Mr. Bonar was elected, some time in 1875. So far as I remember, it was said the Inspector was to get the potatoes removed away to the manure depôt, but I cannot remember the date.

PETER HELMING sworn and examined.

I am living in Hokitika. I am a mechanical engineer. Mr. Bonar stated here that all immigrants who were sent to Jackson's Bay went of their own freewill. I remember a shipment of immigrants that arrived in Hokitika were transhipped from one ship into the "Waipara." They came here in the "Murray." The "Waipara" laid alongside the wharf, between the wharf and the "Murray." They were not allowed to come ashore. I was present. Women and children were crying and wishing to go on shore; and, as most of the immigrants were married people, their luggage was packed from the "Murray" into the "Waipara" down below. There were eight single men came on shore, one by one. As soon as the captain of the "Waipara" saw them going ashore she was moved away from the wharf. Actually one man jumped ashore as the "Waipara" was slewing round when her stern touched the wharf. Bystanders on the wharf reached their hands to help the man coming ashore, to prevent his going overboard. This was in the year 1876, on the 5th of February. Then Mr. Bonar was asked to take these immigrants into the Immigration Barracks, but he refused. They were left on the wharf. Mr. Bonar was asked by two persons to take them into the barracks—by Mr. Davidson, the draper, and Mr. Apple, the tobacconist. This was on a Saturday night. I went and asked the men why they would not go, as they were ordered for Jackson's Bay. They told me they were not desirous of any land. They told me that they were told in Wellington to come to Hokitika; that there was plenty of work in Hokitika—railway making, and plenty of other works—so that people could not get hands. They could not speak English. That was their reason for not going to Jackson's Bay. Besides, one of them was a shoemaker, another a baker, and another a silk-ripping weaver, and one a butcher. The others were general labourers. After I found they could not be admitted to the barracks I took them to my own house and provided supper for them. At the time they were at supper I received a note from the Immigration Agent. [Order handed in.] I tendered a bill for 16s. to the Immigration Agent, but was refused payment. The others who went in the "Waipara" afterwards came back from the Bay. One of the eight men is in Greymouth. His name is Fred. Grafansky. I do not know where the others are. They threw the small swags they had on the "Waipara" as they came off. They were single men. I was standing on the wharf. I did not go on the "Murray." I cannot say what was told to the men here. I had no conversation with the men before they refused to go to Jackson's Bay. I had a conversation with them after they landed. I did not advise the men not to go. They asked me if they were compelled to go. I said, "You are in a free country, and you can do as you like." I saw Apple and Davidson conversing with them. I heard them ask Apple if he advised them to go. He said they should do as they thought best. An interpreter was on board the ship they came out in; he was the doctor of the ship. I do not think they went into depôt in Wellington, but I cannot state positively. I was Inspector of Works here at the time under Mr. Mueller. I had no contract at the time. The eight men had no food or money when they landed on the wharf. My object in making this statement is to contradict the statement of Mr. Bonar, quoted at the beginning of my evidence, and to show that compulsion was put upon the immigrants I refer to to try to force them to go to Jackson's Bay. It is my opinion that compulsion was used also in the case of the rest who were not allowed to land, but were forwarded on to Jackson's Bay in the "Waipara."

JOHN SKIPPER sworn and examined.

I live at Dilman's Town, near Kumara. I was one of the first settlers in Jackson's Bay, in 1875. When I signed I was supposed to be going down there to work three days for the Government and three days for myself. When we first landed there we put up at the Government buildings; after that we were told to put up a place to live in on our own ground; then I went to Mr. Macfarlane and told him I had a place completed to live in, and I was ready to go to work. He told me that there was no work yet; that all the work was going to be let by contract. I told him I was not acquainted with taking contracts, and I could not take any. He told me if I did not take a contract I could not get work. I declined for a little while taking the contracts, and I went to him again, and he told me the same again. I could do nothing else but take one, so I took one. After I was doing those contracts I complained to Mr. Macfarlane and Nightingale that I was not making any money at it, and they told me I was not to make any money then—that all the money had to be expended on the settlement. I sent for my wife over to Jackson's Bay. I brought over a lot of goods, fowls, mining tools, crockeryware, and after that I got a boat built. There was a contract let for carrying stores across the bay, and the contract was taken away from me again. When I started fishing, I offered Mr. Macfarlane that I would supply the settlers with fish, and he should give me credit for the amount in the book, which he refused to do. When I found that I could not make a living, then I made up my mind to go away myself. I had all my things packed up to send by the "Waipara." Mr. Macfarlane went on board and stopped them from going. The things are now in Jackson's Bay. There are also half a dozen of sealskins, which he refused to give me. My complaint is, there are a few pounds standing in my book against me; and if the inquiry leaves here it is likely they might come on me about this amount, so that I wish to see myself righted about the goods that are there. I want to know what has been done with those goods. I owe somewhere about £12. I heard Mr. Macfarlane two or three times tell the captain of the "Waipara" not to take my things. My things were on the beach, and when I found that I could not get them off to the "Waipara" I took them back to the Government cottage. I took up a section at Jackson's Bay, and started to build a house on it. My wife never lived there. We lived in one of the Government

houses. She might have sold some grog in the house. I left my goods in the Government cottage, in charge of Mr. Nightingale. I did not leave them in charge of the Germans. I was in the Bay about a month after the "Waipara" left. I lived in the same house. I had possession of my things all this time. I locked the door when I left, and gave the key to Mr. Nightingale, and gave him charge of the things I left. I value what I left at the Bay at £30. Some of the things were packed up in casks; one big cask, some tubs, and some in bags. The most valuable articles were six sealskins, six iron wedges, one cross-cut saw, one iron hammer weighing about 1 lb., one pit-saw, a blacksmith's hammer, three picks, two shovels, a grindstone about 14 inches in diameter. Marks had the loan of the grindstone. I went down South and came back to the Bay. I came back by the "Maori." I was away between three and four months. I left my boat too. I changed my boat for thirteen sealskins at Dusky Sound; that would be £26. I did not ask Mr. Macfarlane to take the sealskins for payment. I must have sold the skins at Jackson's Bay at a loss. I sold fifteen sealskins on board the "Maori" at £1 apiece. I have about a dozen left. I had thirteen goats at the Bay. I sold two for 10s. apiece. I sold one for £1 10s. I last saw the goods I have referred to in one of the Government houses, where I had been living. I left them there when I went down South. When I came back I found some one else was living in the house. I went and inquired of Mr. Nightingale, and he said he knew nothing about it. I left the key of the house when I went away with Mr. Nightingale. When I came back I asked Mr. Nightingale, and he told me I could not have them till I paid my bill. I came on the same night by the "Maori." This is about two years ago, in 1877. I sold my sealskins on the steamer, close to Hokitika. I have not since offered to pay my account at the store. I cleared a small portion of my section.

JOHN SKIPPER recalled.

Mr. Macfarlane never objected to my taking my boat by the "Waipara." I did not intend to take it. It was not put alongside the "Waipara" in order to take it away. I remember doing the boating of some timber with Love from Arawata to Jackson's Bay. I signed for, I think, £2. I think it was 2,000 feet at £1 per 1,000. I signed for the lot, as there were several in the job, and paid the others myself. Mr. Macfarlane paid me the £2, and I signed a voucher for it. Mr. Murdoch gave me a piece of paper to take to Mr. Macfarlane, to show the amount of timber. I have seen a Government voucher. I think the receipt I signed was a printed one. I did not sign for any other sum. I cannot say whether any one else signed the same paper. The money was credited in the book for store account. I think I paid the others myself. The boating was paid by the day. I was in charge of the boat. I think Mr. Macfarlane divided the money, and gave each person credit for his particular amount. [Voucher handed to witness.] That is the kind of paper I signed. I cannot say if I signed any other voucher in the same month.

JAMES NIGHTINGALE sworn and examined.

I have heard what Skipper has said. He did bring the key of the house to me, and told me he had left some goods in the house. I took the key from him, and told him I would have nothing to do with the goods because there was a row about them. I put the key in my pocket. Previous to this, Mr. Skipper called me into his house and offered several little things for sale in the shape of kettles and pots, and a tin for kerosene with a brass tap in it; he also offered a lot of odd numbers of periodicals and journals; he said he would take 30s. for the lot. He said, "Outside of that, with the exception of my tools, there is nothing the old woman has left of any value." I gave him 15s. for the kerosene-can and some other article, and took them away there and then. When he came back by the "Maori" I saw him on the beach. He told me he had been to the cottage and found his things were gone. I told him, as I told him before, I knew nothing about his things. He then told me he could not take his things away as Mr. Macfarlane had already refused him. I said, "I suppose if you paid your store account Mr. Macfarlane would let you have your things." He said, "No; I will go and see a lawyer in Hokitika, and see if I cannot have it out of him in that way." I have not seen him since until to-day. The books referred to were included in the things offered for sale. I never bought the books. Skipper lent me a dozen or so to read, and the rest were left there. I do not know what became of the goods. I do not think Mr. Macfarlane ever saw the goods, nor the storeman either. The cottage was moved to the schoolmaster's house, but previously to this a German family occupied the cottage.

JAMES AITKEN recalled.

I do not remember a shipment of potatoes, 147 bags, to Mr. Todd by the "Alhambra." The price would show whether they were good potatoes. If they had been unfit for use I should remember it. I only know there are 147 bags of Melbourne potatoes charged to the settlement at £10 10s. per ton. They must have been good from the price charged. I know of no potatoes unfit for use sent to Jackson's Bay. All the goods sent there were first-class. I knew well the quality of all goods sent there from Mr. Todd's store. August would be the time for sending seed potatoes. I knew the potatoes which were picked over were to replace some sent to Jackson's Bay. I had heard that the crop had failed, I think, before. Melbourne potatoes do not do well generally for seed, and Canterbury potatoes have been a failure for seed some years. I can only remember one occasion when potatoes were sold at 1s. a bag and 3d. or 6d. for the potatoes. I should have been sure to hear of it if it had happened. I remember nothing of the 147 bags. I only judge of the quality by the price charged for them. They are entered as Melbourne potatoes. My books do not show whom the potatoes were invoiced to. I remember Russell and Arthur Ready buying two lots of potatoes averaging not more than 1s. per bag. I have not heard of any lot of bad potatoes being bought without being taken to the store to be picked over. I have not heard of a lot of potatoes on the wharf previous to this inquiry. The potatoes I mentioned as sold at 1s. per bag were sold, I think, after those which were picked over. I think they arrived in September, and what were left were bought by Russell and Ready for pigs' food. They came from Melbourne.

HERMAN MEYER sworn and examined.

I am an hotelkeeper in Hokitika. [Evidence of Peter Helming read to witness.] I acted as interpreter on the occasion referred to. Mr. Learmonth told me to tell these people that they were just in time for the Jackson's Bay Settlement. I explained it to them. They were under the impression that fifty acres of land were promised them, and that the land was here in Hokitika. I made it clear to them that Jackson's Bay was only another part of the province. They were satisfied. They commenced moving their luggage into the "Waipara," which was lying alongside, when several other Germans came up and tried to dissuade them from going to Jackson's Bay, as the settlement was no good. This stopped the moving of the luggage a little, and there was an inclination that they would not go. I told this to Mr. Learmonth, who was there with Mr. Bonar. He told me to tell them that they were not bound to go there; that they could go on shore and stop here, but they had to provide for themselves; but, if they went to Jackson's Bay, the Government had built houses for them, and that they would get work, as was in the pamphlet which they had, and also fifty acres of land. The majority of them were willing to go to Jackson's Bay, but some five or six were taken away by Peter Helming, who told them that he could get work for them, and he would lodge them too. I am sure it was Peter Helming who told them not to go, for he could get work for them. I told Peter Helming there was no work for them here, and it would be better for them to go. The "Waipara" was lying by the wharf, and the "Murray" alongside the "Waipara." They had to go over the "Waipara" to get to the wharf. There were several persons calling out from the wharf to the immigrants not to go to Jackson's Bay. After my explanation made to them as interpreter the majority were willing to go to Jackson's Bay. I do not know of any inquiry held by Mr. Bonar and Mr. Learmonth on this matter. I was acting as interpreter for the Immigration Department at the time of the arrival of the immigrants in the "Waipara." I was generally employed by Mr. Learmonth as interpreter. I was not present at the inquiry held by Mr. Bonar and Mr. Learmonth. I remember something of such an inquiry, but I do not know the circumstances. I do not know any reason why I was not asked to be present as interpreter at this inquiry. There had been no difference between myself and Mr. Bonar, or Mr. Learmonth, which would have prevented my being employed. I do not know any other occasion of Mr. Roebeck acting as interpreter. I received no remuneration for acting as interpreter. When the immigrants were putting their luggage on board the "Waipara" it might have been for the purpose of getting on shore with their luggage. I am satisfied some of those who were putting their luggage on board the "Waipara" did so with the intention of proceeding to Jackson's Bay.

Mr. MACFARLANE sworn and examined.

In 1875 I received the appointment, through Mr. Bonar, to take charge of the settlement. I may say that I had passed several years in different parts of America, both in the Eastern and Western States, and in California. Afterwards I was in Victoria for eight or nine years, engaged in mining operations, and afterwards in business. I paid a second visit to America, after being Home, in 1858, travelling through the Western States and also Upper Canada, where I had an opportunity of seeing the mode and plans of settlement in a new country; and I had a particular object in view in ascertaining the success of new settlements in Canada and the Western States. The war broke out and changed my plans of settlement in the Western States, and I returned to Victoria. Subsequently I travelled through the greater part of the Middle Island of New Zealand, on two occasions, in company with a gentleman who was looking for sheep country. After permanently settling in New Zealand I was carrying on business as a merchant in Hokitika. I proceeded to Jackson's Bay in November, 1874, with Mr. Browning's party. I returned by the same steamer to Hokitika to make arrangements for the settlers who were about to come down to the settlement. I received applications from a number of people from the country. I took down their names and families, &c. In several instances I advised the parties not to go to Jackson's Bay, for this reason: that a man having a wife and ten children could not possibly live on 24s. per week, that being the amount allowed by the Government. Some of them did not go, others went. At that time I was instructed to procure stores, tools, and other requisites for the settlement. I called on the different merchants in the town, and submitted a list of articles required for the use of the settlement, getting prices from the whole of them. I distributed the order amongst the different merchants by selecting the articles from each at the lowest prices at which they could be obtained in the town at the time. Materials were also taken down at the time for stores and houses for the settler's use until their own houses could be erected. Some time in the end of January, 1875, the "Waipara" sailed from Jackson's Bay with about twenty-five male adults. We then began to clear the sites for the Government store and the cottages. The town had been laid out by Mr. Browning and his party. Since that time I have resided in the Bay, and had the general management of the settlement. I can furnish a statement of the shipments of immigrants, with their nationalities, dates of arrival, names of vessels, &c., location of settlers on land, providing and paying for work, and keeping the accounts for the Government store.

On the arrival of the first settlers the land was not open for selection. About seventy or eighty ten-acre sections were opened for selection in March, 1875. Afterwards Smoothwater Valley was laid off in fifty-acre sections, and the Okuru and Waitoto sections were laid off next. In March, 1875, the first applications were made. Only the first batch of settlers who went down were kept waiting. There was plenty open for selection after that. The allotments were selected by the settlers themselves, and each one made his own application for his own selection. When the same sections were applied for by more than one they were taken up by ballot. I had no control over the surveyor as to the plan of laying off the settlement into townships, &c. When the first selectors chose their ten-acre sections they knew exactly how the land was to be applied for. I have heard frequent complaints of the inconvenience of the ten-acre sections being separated from the fifty-acre sections, as it involved the keeping of two homes, as it were. There are parties now who have left their ten-acre blocks and gone on to their fifty-acre blocks. I had nothing to do with the selection of Smoothwater. I heard it highly spoken of both by the surveyors and diggers. A number of the first settlers made application for some of the Smoothwater sections, and then abandoned them. At one time there was quite a rush

for them. Afterwards, when they had had opportunities of examining the land more carefully, they abandoned them. The few Germans settled there remained. Subsequently, on the arrival of more of their countrymen, I strongly advised them to go to the Okuru and the Waiatoto, but they preferred going to Smoothwater instead. The reason given was that the Okuru was too far from the provision depôt, and also that some of their countrymen were settled in the valley. The mistake made as to Smoothwater was that there was not sufficient good land. The strip of good land was too narrow, and the fallen trees in the river caused the lands on the banks to flood; and besides it is very heavily timbered. The Okuru sections were first taken up in 1876. I will furnish a return showing these particulars in full, in tabular form. The payment of rent was to be in this way: Three months was given to pay the first rent; after this the rent was payable in advance every year. Very little rent has been paid. If a man wished to pay his rent it was received and a receipt given. If there was money owing at the store that was deducted first in his store account, and the rent afterwards. I have heard complaints of the rent of £2 for the suburban allotments; the settlers thought it should have been £1, the same as the rural lands. I agree with them in this. Application was made to the Government to have the price of this land reduced to £1 per acre, and some kind of promise was made that an endeavour would be made to get it reduced. The application was made to the Hon. Mr. Bonar, and afterwards to the Hon. Mr. Macandrew, the Minister for Immigration, in an interview in February, 1878. Mr. Macandrew said he did not see his way clear to altering the price on account of the lands of the colony having been pledged for the public debt. I was not present, but I believe he did not hold out any hope of having the price reduced. I think the suburban land should be the same price as the other lands.

TUESDAY, 8TH APRIL, 1879.

Mr. MACFARLANE, examination continued.

Complaints have been made from time to time as to the quality of the land at Smoothwater and Arawata, but I could not fix any particular date. Complaints were also made that part of the sections in Arawata, having good land in front, were swampy behind, and of sections at Waiatoto River as well. I brought this before Mr. Mueller, the Chief Surveyor, and suggested that a double frontage be allowed to parties taking up sections, the balance thrown into a timber reserve at the back. This was agreed to by Mr. Mueller, and a number of sections both at Arawata and Waiatoto are now held under those conditions. Since then I have received instructions from Mr. Mueller that no further alterations can be made, as his record map is completed and cannot be altered. This has served to meet the views of the settlers who applied to me on the subject. The settlers applied through me that the run up the Arawata River and the Jackson River should be granted as a commonage. The area between the rivers would be about 20,000 acres. The settlers' cattle use this area as a run when they are not used as dairy cattle.

When I first went to the settlement the men were all put on day-work, and during the first few months I gave them as much work as I could, partly ignoring the half-time system, as I was anxious to have the houses built for shelter for the men with their families. Subsequently I laid off a number of sections of ten chains each in the Jackson's Bay and Arawata Road, to be let by contract, by authority of Mr. Mueller, the Chief Surveyor, who sent me down contract forms for the purpose. This was done, so far as I remember, because a considerable number of the settlers said they could do better by contract than by day-work, as they could have more time to do work in. I found great difficulty in getting satisfactory tenders from the men for work from their want of knowledge of the work, and, in company with Mr. Nightingale, the overseer, we went carefully over the different sections, putting a price on each. The contracts were given to the parties who chose to apply for them. In other cases I had men put on by the day, when necessary, who received the ordinary rate of 8s. per day. Reference has been made to my having refused work to men on the settlement. On several occasions I did so, for this reason—namely, that some of them would pretend to work for the Government, and when asked to work on their own sections they would not do so, and I had no other means of compelling them to improve their sections. Payments were made by cash at first; the first payment in January was by cash. After that the payments were made by cheque or by order on the Provincial Treasury at Hokitika. With regard to the contract work a petition was sent to the German Consul by the German immigrants protesting against the contract work: they were the only parties who objected to the contract system. As to the contracts the Germans complained of, they were let by public tender. This was for the expenditure of the £400 authorized when Mr. Macandrew came down. There was no complaint about the piecework during the time the conditions had to run. Payments were made at the end of every month. The pay-sheets were made out and the men were supposed to come in and sign the voucher, and have the amount due taken off. Some time after the men's families came down they asked me to have the payments made in cash. The Government refused to change the system, stating that it would be unsafe to keep so much cash down there, so that the system of payment by cheques was continued in the settlement. The cheques were generally paid in through the Government store, so that a large number of them came back. I could not give change in cash. I had to make out cheques of different amounts in order to get over this difficulty. But the total of the cheques always corresponded with the earnings as shown on the vouchers. If a man wanted a little money he would get it, and the balance due to him would be credited in his store account. Sometimes the whole amount would be placed to store account. Cheques could be obtained for different amounts to obviate the difficulty. The amount deducted for store account for wages was left entirely to my discretion; and I often consulted with settlers, and allowed them money at times when they were badly in want of it. I have no power to collect the store debts except by deducting 20 per cent., as allowed under the regulations, from the settlers' earnings, but if they do not work I have no means of getting the store accounts paid. Some of the settlers owing store accounts are able to pay, but I have no means of making them do so. It is not true that I ever acted on the principle of allowing work to

men who owed large sums to the store. I only made a difference with respect to men with wives and large families to maintain. With respect to persons who absented themselves from the settlement I considered that the work was open to them, and as they were away of their own freewill, and were often employed elsewhere, they were not complying with the conditions of settlement, and were not entitled to be supplied with work to make it up afterwards. I threw no obstacles in the way of men prospecting for gold. There was a rush up the Jackson River once, where a quartz reef was discovered, but there was no general desire on the part of the settlers to go out prospecting and leave their land. There were several of them who would not work on their own sections, such as Courtenay, Love, and others, and I refused them work on that account. The settlers were offered full time when the weather allowed, until the sections were open on the 9th of March, so that they were not kept short of the time promised.

I consider it was necessary for the Government to start a store at the Bay, because the class of men sent down by the Government rendered the Government store necessary, and because no one could be got to open a store there. I was told persons were asked to open a store there, but they declined to do so without a guarantee. On the 22nd of December, 1875, I wrote to the Superintendent of Westland. I could get no one to take the store, though I was very anxious and endeavoured to do so. I am afraid I was rather too easy in giving the settlers credit for stores. The amount now being collected from settlers is 20 per cent. I have had articles brought back and changed, but as a general rule the stores were good. The quality of the flour of course varied. But as a general rule the goods were a very fair sample. I forwarded to the Government a list of prices, all of which were taken from the day-books. I would have compared the prices with any outlying district in Westland. The stores I supplied myself were entered in the settlers' pass-books. The entering them would only affect the Government account that the boots would be charged for, but they must have been obtained somewhere. I only dealt in articles which the Government would not allow to be supplied in the store. In the year 1875, in May or June, when Mr. Crone and wife came down from the Kanieri, I advised him to send an order to Hokitika for such goods as boots, drapery, &c., and get them down and supply them to the settlers. I obtained the goods in Hokitika myself, but it was more trouble than it was worth. Mr. Crone did afterwards supply some. Only one tender was sent in for the Government store. Mr. Morpeth was in the Bay when the tenders were being called for for the store, but he sent in no tender. One New Year's Day I did supply to some settlers who asked me to do so one bottle of whiskey apiece. I think these were all entered in the pass-books. There were no cash sales of grog that I know of. The grog referred to as being sold in one of the Government houses was not obtained from the Government store. The grog, when it was supplied, was supplied the same as other stores. I have no recollection of refusing Mr. Murdoch work because he was not indebted so much as others to the Government store.

I wrote a letter to Mr. Bonar, dated the 27th of June, applying for twelve tons of seed potatoes. I received them, invoiced to me, on the 7th of August—that is, the 147 bags of potatoes which have been referred to. They were in very good order. They were planted some time between that and October. I have a letter of the 10th of November, calling attention to the failure of the seed. It must have been shortly before the 10th of November that my attention was called to the failure of the potato crop. On the 14th of October I reported to Mr. Bonar on the general state of the settlement, and I find no notice in that report of the potato crop at all. There was no communication with the "Waipara." At this time she was at the Okuru, and I did not hear of her being there at the time. I referred to the failure in my letter of the 10th of November as follows:—"The weather has been extremely wet and stormy, and in consequence the progress made by the settlers has not been as much as we could desire. In consequence of the bad weather, some of the potatoes that were put in early have rotted in the ground, and will require to be replanted. In other cases, the crops are looking well. I enclose a requisition for goods, which please forward as soon as you can, on account of the potatoes being wanted for seed." It is impossible that the failure could have been known in Hokitika in the early part of October. In January the potatoes which came down were in very fair condition. I never heard of any complaint at the Bay of bad potatoes being sent down for seed, *i.e.*, that a whole shipment were bad and unfit for seed. I hand in a letter from the Hon. Mr. Bonar of the 6th of January, 1876, in which there is a reference to the failure of the potato crop.

JAMES CHESNEY sworn and examined.

I am a merchant in Hokitika. In August, 1875, I supplied some seventy-two bags of potatoes to be sent to Jackson's Bay. They are amongst a large invoice of goods, and I find, on reference to the invoice, "Shipped per 'Waipara,' seventy-two bags of potatoes, 7th August, 1875." I believe they were first-class. I have never had any knowledge of bad potatoes having left my place. They were first-class potatoes which I refer to. I should not be at all surprised to hear of seed potatoes rotting in the ground if the season were bad. For main crop I should think August full early to plant if the season were wet. I was in business in Hokitika as a merchant from the foundation of the settlement till now. After the first or second supply of goods to the Bay public tenders were called for, and the competition was very close. I was a successful tenderer. The goods supplied were first-class, and such as we usually supplied. In one or two instances we lost money, as the competition was so close. I have seen paragraphs in the newspapers about bad potatoes, but I have personally heard no complaints on the subject. I have known the prices of flour fluctuate in Hokitika, sometimes in a few weeks, at least £4 per ton. The difference of the wholesale prices of flour in Dunedin and Hokitika might be at times £3 per ton. It would depend on the state of the market. Money might possibly have been saved by calling for tenders for flour in Dunedin instead of in Hokitika, but not as a rule on general merchandise. If flour had been supplied from Dunedin to the Bay the cost of freight on general merchandise to Jackson's Bay from Hokitika would, I think, have been raised. I supply the present storekeeper at the Bay, Mr. Marks, with all stores excepting drapery. I supply him now with flour. I never offered or wished to compete for steam communication with the Bay. I am not aware that there was any competition for the service. I would not allow my vessel to go into the Okuru or the Haast under present circumstances.

F. A. LEARMONTH sworn and examined.

I am an auctioneer in Hokitika. In February, 1876, I was Immigration Officer in Hokitika. I remember an investigation being held with regard to some Germans who refused to go to Jackson's Bay. It was held by myself and Mr. Bonar. We employed Mr. Roebeck as interpreter. I think I was under the impression that Mr. Meyer had induced the Germans to take the course they did, and that he had sheltered them, and that it would be better to employ some one we could depend upon. I do not know of my own knowledge that Mr. Meyer had harboured the Germans. I think Mr. Reid, of the *West Coast Times*, took down the evidence. He is a short-hand reporter, and the evidence was published in the *West Coast Times*. I think I reported the whole circumstances. The report was sent to the Under Secretary of the Immigration Department, [Report of 12th of February, 1876, Journals Legislative Council, App., 1876, No. 6, read.] That is the letter I sent in. I had the "Waipara" prepared with steam up, ready to leave immediately the vessel with the immigrants arrived, before I heard of their not wishing to go. The arrangement for them to go to Jackson's Bay was made in Wellington, and it was from Wellington I received my instructions. It was myself as Immigration Officer who refused to take the Germans left at Hokitika into the depôt. I referred them to the person who induced them to stay behind. I blamed Mr. Helming here for having induced the Germans to remain. It was the impression on my mind at the time that he was the cause of their doing so. There was much talk about it on the wharf at the time. I cannot say whether I saw Mr. Helming speaking to the immigrants before the "Waipara" left. I think Mr. Davidson came to ask to have the immigrants taken into the barracks. I said that their countrymen having induced them to remain here, I referred them to those who persuaded them to stay.

Hon. Mr. BONAR recalled.

On the 9th of July, 1875, there were shipped on board the "Alhambra" in Melbourne 147 bags of potatoes for Hokitika. The "Alhambra" was not tendered on arrival at Hokitika, and went on to Greymouth and Nelson. The potatoes were returned to Hokitika from Nelson by the "Charles Edward," and on the 7th of August they were shipped on board the "Waipara" for Jackson's Bay; and the "Waipara" left afterwards for the Bay as soon as weather permitted. These were specially ordered to be good seed potatoes of the best quality, and capable of standing the voyage to Hokitika, and subsequently to Jackson's Bay.

THOMAS TURNBULL sworn and examined.

I am Harbourmaster at Hokitika. I know the rivers on the Coast, and Jackson's Bay itself. There can be no doubt in any one's mind as to the superiority of Jackson's Bay over the Okuru, or any other river in Open Bay. The Okuru is only accessible to vessels such as the "Waipara," or, perhaps, the "Murray," whilst Jackson's Bay has more than a sufficient depth of water for either the "Ringarooma" or "Arawata." The Okuru River is the best of the four rivers situated in Open Bay, being well protected by the Open Bay Islands, and the Open Bay Island Reef. Were it not for the shelter which it receives from the island and the reef it would be a poor river to enter. I have known the anchorage at Jackson's Bay; it is safe and good. I saw the first plans proposed for the jetty at Jackson's Bay, and I quite agree with the jetty as started, where it now stands. I sounded the whole of the inner bay myself; each position of soundings being fixed at the time of taking by two of the survey staff on shore with the theodolite. If the jetty were lengthened a depth of twelve feet at low water it would afford sufficient protection for timber vessels likely to go there to trade, and for trade at present. Unless the wharf is fixed there is no prospect of vessels trading there. The north-east is the worst wind for the bay, but I have not experienced any gale of wind there that would endanger a vessel in the bay. No ordinary gale would do so. I do not think any wind comes in there which would, with proper precaution, drive a vessel ashore. I have heard of a whaler, the "Amhurst," brig, lying in the bay for six months. It was Captain McLean's opinion that the bay was a safe and good harbour. There might be moorings laid out in the bay for vessels, independently of the wharf, at a cost of about £150. The "St. Kilda," with Lieutenant Woods, lay there for three weeks once, and again for ten days, when we had very severe winter weather. Captain Hughes, of the "Mary Ann Annison," reported favourably of the bay.

E. PATTEN sworn and examined.

I produce the manifests of the arrivals of all ships in the port. The "Kaiuma" arrived on the 26th of October, 1875, from Wanganui, in ballast; and a second time, the 22nd of December, same year, with cargo under bond, free and duty paid. The manifest produced contains no record of any potatoes brought by the "Kaiuma" either on the first or second occasion. On the 22nd of January, 1876, she arrived in ballast. Her first three trips in 1876 were in ballast. She was here again in February, 1876, in ballast, and again in March in ballast. She also came in on the 9th of May, 1876, in ballast.

JOSEPH CHURCHES sworn and examined.

I have heard the letter received from Mr. Guinness by the Commissioners read. With regard to paragraph marked No. 1, I have nothing to state. With regard to paragraph No. 2, I never had any such conversation with Mr. Guinness as that he describes. I was unacquainted with Mr. Guinness at the time. I have only known Mr. Guinness two years last December. With regard to paragraph No. 3, I state I never showed Mr. Guinness any papers, and I never remember his being in my store. The same statement I have made would apply to paragraph No. 4—viz., that I never showed Mr. Guinness any papers. I am convinced Mr. Guinness is mistaken in stating he had conversations with me. Mr. Guinness may have had conversations with my bookkeeper, Mr. Bath, who has left me, and is now in Christchurch. At the time the supplies were being sent down to Jackson's Bay there were general complaints as to supplies being sent without tenders being called for.

THURSDAY, 10TH APRIL, 1879.

JAMES COX sworn and examined.

I am living in Hokitika. I am a brickmaker. I went down to the Bay in February, 1875, I think. I went down because I saw in the newspaper a statement that the Government would give a bonus to any one starting brick-making at the Bay. I went and got a pamphlet from Mr. Woolcock, in Greymouth. I saw in the pamphlet that the statement in the paper was corroborated. I went and saw Mr. Macfarlane. He recommended me to a man called Fred. Carmichael, the ferryman, to point out to me the reserve where the clay was. I went up to his house, about three miles from Jackson's Bay. He took me to a place where there was a bit of a hole by, and pointed it out as the brick-yard reserve, on the south side of the Arawata River. It is by the cemetery, past the settlement road. I asked Carmichael if he was sure that was the right place; and he said he was quite so, as he was living close by. In coming back I met Mr. Browning and Mr. Marks together. I asked Mr. Browning by whom the representation was made about the clay. He said he did not know; it was not by himself. I told him that it was falsely represented. I told Mr. Macfarlane that I considered whoever said it was good clay knew nothing about it. He asked me if I would go for a week prospecting for good clay. I went out with William Latham. I found no indications of good clay. When we came in William Latham, died three days afterwards. I told Mr. Macfarlane it was a hard case for me to pay my own passage down, whilst others were taken free. He said he would speak to Mr. Bonar, and get my passage-money back. The steamer had gone, and Mr. Macfarlane offered me work at boating, or other work. There was a rumour about coal, and I was one of the first who worked at the coal-pit. I worked there some time. People were talking about different percentages in coal. I made the remark that Jackson's Bay coal ought to be the best in the world—I said I thought it was all gas and no coal. Three days after that I was ordered out of the drive, and Mr. Macfarlane's brother-in-law Mr. Lindsay, was put in my place. I asked the reason, but was not told; but I am not sure Mr. Nightingale was present when I made the remark about the gas. Since then, recently, Mr. Nightingale has told me I was dismissed because the men working with me refused to work with me because of my constant disparagement of the coal. This he told me about three days ago. Mr. Nightingale also told me that the man working with me complained of my inability to do my work. I think about six weeks after I was out prospecting for clay, and took a young fellow of the name of McKay with me. I was finding myself at this time. I came in at last and spoke to Mr. Woolcock, and told him I had given up all hope of finding clay in the neighbourhood. I went to Mr. Macfarlane and told him that I had tried my best, and could not find clay. I asked him to give me work. He told me I could get work if I could put up a house, the same as the rest of the settlers, or have one put up. I went out to the Arawata and sawed some stuff for a house, and split some shingles, and cleared a small bit of ground, being enough for a site for a house on the section. When I had finished this, I told Mr. Macfarlane I had the timber, shingles, &c., for the house, and asked for the windows and doors. He told me he would not give them to me. I asked him his reason, as I understood by the pamphlet that Government would supply materials of this kind to the settlers. He said I had ready money, and if I did not pay for them I could not have them. I refused to pay for them out of my own pocket, thinking that, as I had taken up a section, I was as much entitled to them as any other settler. I joined the fishing company some time after. I came up to Hokitika to get some money that was due to me from the company. I left with a promise from Mr. Meyer that the money should be forwarded by the next steamer. I say that I have had the boat for use, on condition of giving for the use of the boat half the fish that were caught. I selected my land on the Arawata—past the school-house, on the right-hand side from Mr. Porter's. I was one of the last of those who selected. I have transferred to Murdoch, and received from him the two instalments which were paid up. I do not think any of the land is good for anything. I think it is shingle, and sand, and sediment. I did not see anything better. The sand seems to grow the best crop of potatoes. I did not report that the clay was first-class potting clay. I never worked in a pottery. I never said I got good clay on Murdoch's land. Mr. Macfarlane never refused me the use of the land. I had had no experience in coal-mining. My business is brickmaking. Mr. Nightingale stated that Nelson came down to Mr. Macfarlane and complained that I was always running down the coal, and that I could not do my work, and that he would not work with me. My complaint is, that the Government did not encourage the industry as mentioned and promised in the regulations, and that the land was not what it was represented. I have not received a refund of my passage-money. I had a store account. My passage-money has not been credited in my store book. I paid up all my store account before I left. I went down as a brick-maker, but I took up a section, and meant to remain as a *bonâ fide* settler. I have since abandoned the land. I held my land about twelve or eighteen months; I cannot say exactly.

ALEXANDER MCCREA sworn and examined.

I live in Christchurch. I formerly lived in Hokitika. I remember the formation of the Jackson's Bay Settlement. I was in Hokitika at the time. Prior to the calling for tenders for supplies for the settlement we sent some flour down once or twice. We made not the slightest difference in purchasing goods to be sent to the Bay. They were quite as good as supplied usually. They were of the best quality. I never saw a bad package sent down of any description. I only remember once supplying the settlement with goods through Captain Malcolm, of the "Maori." He gave the goods to the Government, and I collected the amount. I think Mr. Bonar took off 10 per cent. from these goods, because he thought they were charged too high. I think I remember a talk about the potatoes sent down to the Bay at the time there was a failure of the crop. I never knew of any bad potatoes being sent to the Bay. I do not remember any being sold at 1s. 3d. per bag. I do not think I ever bought any potatoes from Samuel Jacobs. I do not remember any potatoes being bought to make up for the failure of the crop of potatoes at the Bay. We may have supplied other little articles to the Bay, but I am not certain. I sent some sheep down to Collyer to breed at the settlement. I was part owner of the "Waipara." If goods were purchased from us my name might be on the manifest. I think I

once bought a ton of potatoes from Mr. Benning for the settlers. The sheep were consumed at the Bay by the settlers. The potatoes bought from Mr. Benning were in splendid order. The goods supplied by Captain Malcolm were bought in Dunedin.

Mr. MUELLER recalled.

The settlement is not as great a success as I expected it would be, but I am satisfied it will never be abandoned. I have given in my evidence an idea of the reasons for a want of success. I consider the management of the settlement in Hokitika and Jackson's Bay has been good. Some errors of judgment were made in allocating settlers and so on, as stated in my former evidence. The clay I specially referred to was in Arawata Flat. I saw it at five or six different places. At that time I had no opportunity of fully ascertaining its extent. My report on the quality has been borne out by competent persons, but it was found afterwards that the layer nowhere exceeds about 3 feet in thickness.

THOMAS WILLIAM HONEYWELL sworn and examined.

I am a surgeon, residing in Hokitika. A question was asked from Franz Max during the present inquiry who wrote the affidavit which appeared in the *Evening Star*, of 27th February, 1879, produced before the Commission. Max stated that I had written it. I did write it. Max was a perfect stranger to me. He was brought to me by another person, and he requested me to draw up an affidavit to forward to Mr. Barff. I said that, though I was willing to draw up any statement he might wish to send to Mr. Barff, his proper course would be to communicate with the Hon. Mr. Bonar on the subject. He replied that he had been advised by several of his German friends that by writing to Mr. Bonar he should not be able to get justice from Mr. Macfarlane. I pointed out to him that it was perfectly impossible for any one in Mr. Bonar's position either to aid or abet in withholding from him his just rights. He insisted upon the affidavit being sent to Mr. Barff. I sent it, together with his pass-book, pointing out the items complained of. Mr. Barff, after a lapse of some two or three months, returned the affidavit to Max, from Wellington. Max brought them to me and asked what he should do to get his money, as he wanted to go away. I told him the best thing he could do, in my opinion, was to see Mr. Bonar on the subject, and I had no doubt Mr. Bonar would use his influence with Mr. Macfarlane in getting for him anything that might be due to him. At his request I wrote to Mr. Bonar enclosing a copy of the affidavit. Max brought me Mr. Bonar's reply, stating that he had forwarded the affidavit to Dr. Giles, who would form one of the members of the present Commission, and that his claim would be properly investigated. At the request of some of Max's friends I wrote a letter to the *Evening Star*, enclosing the original affidavit, the pass-book, and also Mr. Bonar's letter. I consider myself and Mr. Bonar unfairly treated by the Press. The last paragraph of my letter and Mr. Bonar's reply to Franz Max has been suppressed. I mention this in justice to Mr. Bonar. I have had no communication with Mr. Bonar on the subject. The statement is made of my own free will.

The Chairman announced that, as far as regards the taking of evidence, the Commission had now closed.

SATURDAY, 12TH APRIL, 1879.

Mr. CHESNEY recalled.

[Telegram from Inspector Hickson re purchase of damaged potatoes by Mr. Chesney from Samuel Jacobs read.] I wish to give the statement made by Samuel Jacobs a flat denial. I have searched my books, and I find no record of any potatoes being supplied by me to Jackson's Bay, excepting seventy-two bags of potatoes on the 7th of August, 1875, and thirty bags in July, 1876, which were of first-class quality. They were supplied at £8 5s. and £4 15s per ton. I never bought any damaged potatoes since I have been in Hokitika.

Constable MCKENNA sworn and examined.

Respectfully states, for the information of the Commissioners, that, as directed, he saw Henry Jacobs, son to Samuel Jacobs, formerly storekeeper in this town. He informed the constable that he remembers a notice having been served upon his father about four years ago to remove some rotten potatoes from his store, then situate next to the Empire Hotel, in Revel Street; and he further stated the potatoes came from the auction mart of Mr. Todd. Samuel Jacobs was not summoned for the offence, he received notice to have them removed. The constable has searched the books where all summonses are entered, and the name of Samuel Jacobs does not appear for any offence other than the non-registry of a dog.

EVIDENCE RELATIVE TO AN ALLEGED ASSAULT BY THE POLICE OFFICER.

MONDAY, 10TH MARCH, 1879.

PRESENT: All the Commissioners; Mr. Bunny, M.H.R., in the chair.

Mrs. KLEMPPEL sworn and examined.

My husband's name is Martin Klempel. My husband was lately arrested by the officer of police at Jackson's Bay; I think about the 4th of February. It is a month ago next Thursday. This is the first time he was arrested. The police officer's name is Mr. Barrett. I do not know any other name. My husband was arrested a second time, about three days after, by the same policeman. It is on the first time that I complain of the conduct of the officer of police. I do not know what my husband was arrested for. I was just close to him on the road. We met the constable. The constable produced a paper, and arrested my husband on it. I asked the constable what he arrested him for. He had nothing to say, but he seized my husband, and said he had to arrest him. I said, "My husband is not a rogue, and he is not drunk; why should he go in there." When I said this, the constable took me by the shoulder, and struck me in the side with his hand. I was bruised from it. I was between my

husband and the constable when he did this. I only said that he should not take him; I wanted to see the magistrate first. I am sure he struck me with his hand intentionally. I could not say if his fist was clenched when he struck me or not. He pushed with his hand hard into my side. I had a child in my arms. The child is hurt on its belly. I cannot say whether it was by this struggle or not, but I had not noticed the hurt before. The hurt was a rupture by the navel. The constable took my husband to the lock-up. I have no other complaint to make against the constable. It was in the afternoon that this took place, about 5 o'clock. It was close by the lock-up. Besides myself, husband, constable, and child, Mrs. Lipinski was present. Mrs. Lipinski could hear and see everything. My house is about four miles off, at the Arawata. The constable arrested my husband about six yards from the lock-up. The constable did not interfere with me until just as he was putting my husband into the lock-up. It was when the constable was pushing my husband into the lock-up that I received this treatment. It was then that I said my husband was not a rogue or a drunkard. I was asking the constable why he was locking up my husband. My husband was locked up in a very dark cell, where there was a bag of lime. The constable only took a piece of paper out of his pocket. There was some writing upon it. I do not know whether it was printed or not. He took it out of his pocket and put it back so quick that my husband could not see what was on it.

By Dr. Giles.] I got between the constable and my husband. I stood between them. I only put one hand on the constable's arm, and said, "What are you doing? You are not doing right. I want to see the Magistrate." I had the child on one arm. I think the constable was drunk; at least he had the appearance of being so. I could not understand the constable. I do not know that he used any violent language. My husband was in the lock-up about four hours. I know now that my husband was arrested for debt only. I have not consulted any professional gentleman on the subject. I do not know whether my husband has done so or not.

TUESDAY, 25TH MARCH, 1879.

MARTIN KLEMPPEL sworn and examined.

I am a settler living with Lipinski. The first time I was arrested I saw very bad treatment to my wife, and I was pushed into the lock-up. I saw it just as I was being pushed into the lock-up. I saw my wife pushed as I was looking round while I was being pushed down. Mr. Lipinski's wife saw it all, and she told me of it after I came out of the lock-up. I believed my wife received the blows as I was being arrested. There is a little elevation before the lock-up. I was pushed down, and while this was done I saw my wife struck. The constable struck her with his fist, in the side. I could not see whether his fist was clenched or not. The other day I saw very bad marks on my wife's side. I did not make any resistance. I only wanted information why I was arrested. I was called out of Lipinski's house in front, and told by the police that I was to be locked up, and that it was on Mr. Marks' account. I said I would go and speak to Mr. Marks and ask him. I was aware that I was in debt to Mr. Marks, but I did not know why I was arrested. The policeman did not say what it was for, but that it was on Mr. Marks' charge. I did not know it was for the debt; it might have been for some other charge. I did not know of any other charge. The policeman did not tell me the charge. I never saw a paper, and the constable did not show me one. When the constable called me out from Lipinski's, he did show me a paper. After I came out of the lock-up I went to Lipinski's, and there the paper was shown me. I never saw a paper produced, but it might have been and I not have seen it, from my excitement. The first time I was called out of Lipinski's I saw no paper. I did not see my wife interfering with the constable, but my wife was between me and the constable. My wife was on one side when the constable struck her. I can only say my wife did not interfere with the arrest. I did not see her put her hand on the constable. I do not know whether the constable was sober, but he smelt very strong of spirits. A letter was brought to the house, but I was not at home, and I never received it. I was out fishing. I was away from home for about two days, and when I returned my wife said, "The policeman has brought a letter for you." My wife did not keep the letter; she told the constable to give it to me himself. I never saw this letter. When I was arrested under the warrant by the sergeant the first time I had no knowledge of any legal proceedings against me. It was on a Wednesday I was arrested. I did not know Mr. Marks had gone to the Magistrate about the debt. I did not know of any judgment before I was arrested. I was going to ask the police what the letter was for, and Mr. Barrett met me on the road. I think it was on a Thursday when the letter was brought to my house. My wife told me on Saturday morning what the letter was about. It was on Saturday I came home. I think I must have gone to the constable on Monday or Tuesday. The constable said to me that my goods should be sold out. Mr. Marks had asked me for payment for the debt. I had no intention of going by the "Maori." I meant to go away by the "Stella." I was going to wait for her, and leave by her if I could get a free passage. If I could have got money, I would have gone by the "Maori." It was said in the Bay that the "Stella" was coming to take people away. I sold my house for £6 8s. to Mr. Nicholson. But I owed the money; I did not receive any. I sold a cow to the butcher, and the butcher kept back £5 odd shillings, and paid the balance. The price of the cow was £8 10s. Frank Bilton was the butcher. I sold two geese also. I had not money enough to pay Marks' debt. Mr. Nicholson took my wife and children by the "Waipara." I was arrested. Perhaps Mr. Nicholson paid their passage. Nicholson said he would take my wife and family to Hokitika. I had made no arrangement with Mr. Nicholson about work. I sold my house to Mr. Nicholson for £6 8s. Mr. Nicholson paid a store debt to Mr. Crone for me—£3 3s. I owed the money to a German—Zimmermann. I owed Robinson £3 5s. Mr. Nicholson paid that. I had been working at the saw-mill nearly from the beginning of the mill. My money was paid by cheque for the saw-mill. I was paid up when I left the saw-mill. Mr. Nicholson squared up, and I gave the money to my wife. Mr. Nicholson owes me nothing now. When the constable assaulted my wife she was by the side, and I was in front. I only saw the constable pushing my wife while I was pushed into the lock-up. The constable met me on the Arawata River; he spoke to me, and told me he was going to my house to

sell my goods. I said you can do what you like to sell out; I do not know anything about it. I do not remember saying I would pay when Mr. Macfarlane paid me. On the Wednesday when I was arrested there was no brandy or any other spirit in the house. After I was let out of the lock-up Mr. Nicholson brought some brandy. My wife never takes too much drink. After I was let out of the lock-up, on the same day, the constable came to Lipinski's house, and gave me a paper. I owed Mr. Robinson £2, and I have worked it off all but 15s. The £3 5s. I owed Robinson was paid out of the proceeds of the cow. I got all I could get for the cow. I gave £9 8s. for her.

Mrs. LIPINSKI sworn and examined.

My name is Juliana Lipinski, wife of Robert Lipinski, resident in Jackson's Bay, in one of the Government houses. Mr. Klempel was in my house, and the constable came and called him out. The constable took him by his hand, and was going with him to the lock-up. I came out to see it. When this took place Mrs. Klempel ran after them and wanted to speak to her husband. The constable shoved her on one side, and said, "You go home; your husband must go to the lock-up." Mrs. Klempel did not come back to my house after her husband was locked up. She went home. She did not speak to me afterwards. I did not hear anything about Mrs. Klempel's child being ill afterwards. Mrs. Klempel was pushed away by the constable with one hand, and Klempel pushed on with the other. I only said to Mrs. Klempel that the constable had pushed her husband very hard. I did see it, I was standing on the road. I saw the constable push Mrs. Klempel.

CHARLES ROBINSON sworn and examined.

Mr. Nicholson never paid me any money on Klempel's account. Klempel owed me £2, and I offered him work at 10s. per day to work it out. He has worked two days, and marched off, and owes me about 17s., and has been walking about doing nothing since. I sold the house to Klempel about twelve months previous to his selling it. It is a four-roomed cottage, of sawn timber, and iron roof. It was thoroughly papered, and had a colonial oven in it in one of the rooms, and a nice garden attached with fruit trees in it, which I paid between five and six pounds for two years ago. I think the house was worth at least £100 with the garden. I received £30 for it.

JOSEPH BARRETT sworn and examined.

I am sergeant of police at Jackson's Bay. On the 4th of February last I received a warrant from Mr. Macfarlane to arrest Martin Klempel for debt. The warrant was in default of distress. I looked for Klempel, knowing he was somewhere in the Bay. I was informed he was in Lipinski's house in the Bay. I went to Lipinski's house and I saw him there, and called him out. When I called him out we walked from Lipinski's house to my own house. At the same time I took the warrant out of my pocket and read it to him, and explained it, and he seemed quite to understand what it meant. Whilst I was explaining the nature of the warrant Mrs. Klempel came out of Lipinski's house and came up to Klempel and me and said, "What are you going to do with my husband?" I told her I had a warrant to lock him up, and I explained to her what I was going to do. She stood in front of me, and she had a child on one arm, and held her fist up before my face and threatened me that I should not do it. She said she would not let me do it. I reasoned with her for a time, and told her it would be better to keep quiet and not interfere with me. Klempel said at the same time that he would not go with me. I caught hold of Klempel by the arm to bring him along, and Mrs. Klempel caught me by the arm and held on to me. I let Klempel go then, and pushed the woman away from me by the shoulder. I then took hold of Klempel and ran him before me into the lock-up. Mrs. Klempel was not very far from me by this time, and at the same time he was resisting. After locking Klempel up, I shut the cell-door, and when I turned round Mrs. Klempel was close behind me. She was abusing me a great deal, but I advised her to go away and keep quiet; but she refused to, and I told her I would have to lock her up. She refused to leave the lock-up, and I took her by the arm and moved her some yards from it, and left her abusing me. She had come inside the yard, round the lock-up. I never touched the child in any way, nor did I use more violence than was necessary to put her away. I did not throw her down, nor did she fall down. I was not drunk at the time. Lipinski is living in one of the Government cottages. It was about three o'clock in the afternoon. This was the first arrest. Klempel was kept in about three hours, and afterwards Mr. Macfarlane came to me and told me to let him out. Mr. Macfarlane told me he thought he had made a mistake, or words to that effect. The arrest was illegal.

JOANNA ROBINSON sworn and examined.

I am the wife of Charles Robinson, who keeps the hotel here. I remember the 4th of February, when Klempel was arrested. I saw Mrs. Klempel following after her husband and Barrett, trying to get him away from the constable. She tried to pull her husband away from the constable. The constable pushed her on one side as he tried to get her husband into the lock-up. I saw the constable push her away. I thought the constable was very gentle with her. The constable was quite sober at the time; I have never seen him the worse for liquor since he has been in Jackson's Bay.

APPENDIX.

SIR,—

Jackson's Bay, 17th July, 1876.

I have the honor to enclose herewith a statement of all moneys expended on Bay Road, around Bluffs, from 4th February, 1875, to 10th July, 1876. Also, the exact amount it cost to repair same after two heavy gales and sea setting in from N.E. and N.—the first on 11th February, 1876, and the last on 23rd June, 1876. As I see in the *West Coast Times* that there was eighteen months' work destroyed by the heavy sea and gale on the 23rd ultimo, the attached is what it actually cost to repair damages on each occasion.

I have, &c.,

The Provincial Engineer, Hokitika.

JAMES NIGHTINGALE,
Overseer of Works, Jackson's Bay.

BAY ROAD, CONSTRUCTION and MAINTENANCE from 4th February to 6th July, 1876.

	£	s.	d.
Bush clearing, 65 square chains	130	0	0
Excavations, 2,266 cubic yards	227	12	0
Embankments, 142 cubic yards	14	4	0
Blasting and quarrying rock, 922 cubic yards	137	15	0
Stone-walling, 489 cubic yards	73	7	0
Original construction	582	18	0
Removing slips from portions of completed road previous to 23rd June, 6 men, 18 days at 8s. per day	32	8	0
Repairing road, after heavy sea on 11th February, 13 men, 4 days at 8s. per day	20	16	0
Repairing road, after heavy sea on 23rd June, 6 men, 8 days at 8s. per day	19	4	0
Total	£655	6	0

GENTLEMEN,—

Hokitika, 17th July, 1874.

I have the honor to report that, according to instructions from His Worship the Mayor, I gave notice to the owners of sundry obstructions on the wharf to have them removed within a reasonable time. Most of the obstructions have already been removed, and, if the remaining portion are not removed in a few days, the persons causing the obstruction will be summoned.

I have also inspected the chimneys in Revell Street between Weld and Stafford Streets, and I find that thirty of them are not in accordance with a regulation passed by the Borough Council in June, 1869. A great many of them are dilapidated and dangerous; the rest not in conformity with the regulations, through being within the prescribed distance from the woodwork, deficient in height, &c.

I have served thirty notices on the occupiers of these chimneys, in accordance with the third subdivision, Part 5, Schedule 13, of "The Municipal Corporations Act, 1867," requiring them to comply with the regulations in force; and, if not complied with at the expiration of the time allowed (twenty-eight days), I intend to take proceedings against them. In the meantime, I intend to adopt the same course in other portions of the borough, especially in the thickly-inhabited parts.

His Worship the Mayor and Gentlemen of the
Borough Council.

I have, &c.,
JAS. O'MALLEY,
Inspector of Nuisances.

GENTLEMEN,—

Hokitika, 3rd July, 1874.

I have the honor to report that there is a private drain from (formerly) the Bank of Australasia (now occupied by Dr. Maunsell); the slops and drainage from it flows into Hamilton Street. I gave notice to the owner and occupier to construct a proper covered drain to connect with the main drain in Hamilton Street.

I have since been informed that the main drain comes only as far as Mr. Button's Office. The agent for the property refused to make the drain until the remaining portion of the main drain is made by the Corporation (about fifty yards).

I would also beg to call your attention to complaints made of obstructions on the wharf and road contiguous thereto by timber, &c.

On referring to a regulation of the Borough Council passed in October last, I presume the regulations referred to in this case would apply.

I would therefore respectfully wish to know whether the duty of carrying out these regulations devolve upon me or the wharfinger. If the duty is to be carried out by me, I would respectfully request instructions from the Council in the matter.

The Borough Council.

I have, &c.,
JAS. O'MALLEY,
Inspector of Nuisances.

THE following are the names of the immigrants who arrived in Hokitika on the 5th February, 1876:—William Scholz, Christian Scholz, Adolf Gloor, Gustav Lawrenz, Fred. Grafansky, John Brann, Ferdinand Schwamm, and L. Kasene—who were refused admission in the depôt, and were left at the wharf without providing accommodation of any kind; and when I came and asked them if they would not go to Jackson's Bay they said, "No; we were told in Wellington to go to Hokitika; that we would be received into the Government depôt till we got work, and that there was plenty of work to be got in Hokitika. On our arrival in Hokitika we were transhipped from one ship to another. Mr. Bonar wanted to compel us to go to Jackson's Bay, and because we refused to go to Jackson's Bay he would not admit us into the depôt."

PETER HELMING.

PETER FIOL, Joseph Szizodrowski, Anton Szizodrowski, Mic Krakowski, Anton Wotkowski, Joseph Hesei, John Senger, Joseph Stewhurhski, Torkel Larsson, Barmon Jakobsen, and Bernt Olsen,—those are the names who arrived also on the 5th February, 1876, and were shipped into the "Waipara," who could not escape at Hokitika. They were proceeded with to Jackson's Bay, but refused to land at Jackson's Bay, and consequently the "Waipara" had to bring them back to Hokitika. An inquiry was held afterwards by Mr. Bonar at the depôt, to see if anybody had told them not to go to Jackson's Bay; but the result was, that nobody told them such a thing.

PETER HELMING.

CORRESPONDENCE OF COMMISSIONERS WITH MR. BARFF, M.H.R., MR.
REEVES, M.H.R., AND THE HON. CAPTAIN FRASER.

SIR,—

Hokitika, 3rd March, 1879.

I have the honor to inform you that the inquiry into the affairs of the Jackson's Bay Settlement is now commenced, and that sittings will be held by myself and my colleagues at the Resident Magistrate's Court, Hokitika, before we proceed to the settlement.

We propose to procure the attendance of Mr. Macfarlane, the Resident Agent, in order that he may have the opportunity of hearing and answering any statements that may be made in evidence before us at Hokitika.

I now address you as a member of Parliament who has not only taken a deep interest in the welfare of the Jackson's Bay Settlement, but has been largely instrumental in promoting the present inquiry, and has favoured the Government with more than one suggestion as to the mode of conducting it. We hope that you will be able to furnish us with some information that may materially assist us in our inquiries, and that we may obtain through your means some more precise information than we have yet received of particular allegations that may have been made affecting the conduct of the Resident Agent, or the general management of the settlement. We also hope that you may be able to inform us in what quarter and from what persons we may obtain the best evidence bearing upon these subjects. The advantage, and even necessity, of obtaining some assistance from those who possess local or special knowledge of the facts is obvious; and, considering the position you have occupied in relation to this business, we trust that you will see your way to supply us with information of the kind I have indicated, for the purpose of guiding and assisting us in an inquiry the importance of making which as thorough and exhaustive as possible you have so persistently urged upon the Government, and which we are equally anxious should be so complete as to leave no point of importance unexamined and no question of importance unsettled.

I have therefore the honor to beg that you will be good enough to favour us with any information or suggestions bearing upon the matter which you may think likely to be conducive to the desired result.

I have, &c.,

HENRY BUNNY,
Chairman.

Edmund Barff, Esq., M.H.R., Kumara.

Hokitika, 3rd March, 1879.

In respect of "The Commissioners' Powers Act Amendment Act, 1872," clause 4, please telegraph general authority to summon and pay witnesses.

The Hon. the Colonial Secretary, Wellington.

HENRY BUNNY.

Hokitika, 3rd March, 1879.

Re Jackson's Bay inquiry, see *Hansard*, No. 10, 6th September, 1878, page 560. Will you kindly furnish Commissioners with names of witnesses who should be called to prove the "shady transactions" mentioned by you in your speech. Could you come to Hokitika to give evidence in person?

Richard Reeves, Esq., M.H.R., Wellington.

HENRY BUNNY.

SIR,—

Hokitika, 3rd March, 1879.

Re Jackson's Bay inquiry, see *Hansard*, No. 11, 29th August, 1878, page 588. Will you kindly furnish Commissioners with any information as to matters referred to in your speech, or put them in the way of obtaining evidence with respect to maladministration in the management of the settlement generally.

The Hon. Captain Fraser, M.L.C., Dunedin (to be forwarded).

I have, &c.,

HENRY BUNNY.

SIR,—

Hokitika, 11th March, 1879.

I have to thank you for your telegram of the 10th instant in reply to our application to you by telegram of the 3rd instant, requesting information in support of the statement made by you in the House of Representatives on the 29th August, 1878, respecting the Jackson's Bay Settlement. We think it desirable to call your attention to the assertions made by you on that occasion. These were that there had been "gross jobbery and speculation," and that you could yourself "show that certain shady transactions—transactions which would make the hair of honorable members stand on end—had taken place." It is into these things that it is now our business to inquire, and since you have stated in Parliament—unless you have been misreported in *Hansard*—that you can show them to be true, we now have the honor to call upon you to inform us specifically what are the "shady transactions" to which you have referred, and what are the specific instances of "gross jobbery and speculation" which have taken place. We wish to have a distinct statement of the persons' names who have committed these things and of the witnesses who can prove them, in each instance.

We are about to proceed to Jackson's Bay, and shall return to Hokitika to complete our inquiry. We have not thought it necessary to subpoena you to give evidence to the Commission, because we could more readily explain our wishes by letter, and we cannot doubt that after the statements you have made you will furnish us with all the evidence in your power.

We have therefore the honor to request that, if you have personal knowledge of the truth of the statements you have made, you will be good enough to attend the sittings of the Commission at Hokitika about ten days from this date, or, if you cannot give evidence yourself, that you will send us a full statement in writing, setting forth the specific instances the truth of which you have expressed your readiness to prove.

We will inform you by telegram of our return to Hokitika.

I have, &c.,

HENRY BUNNY,
Chairman.

R. Reeves, Esq., M.H.R., Stoke, Nelson.

Robinson, Charles	41	12	0	...	55	13	9	21	13	6	17	14	6	...	16	6	0	...	152	19	9	250	7	5	31	14	8	At Arawata River.	
Robinson, R.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	0	4	0	...	...	0	4	...	...	...	...	...	...	Left.
Rondino, E.	3	13	0	...	13	10	3	...	...	6	15	0	0	13	4	0	...	9	6	0	...	...	...	...	...	...	...	Left.
Rosenoski, A.	85	15	0	50	7	0	0	...	39	7	0	197	17	0	158	11	1	27	1	2	Left.
Rusterholz, F.	...	...	...	...	...	...	...	...	...	4	7	0	0	5	0	0	...	9	6	6	...	...	...	...	...	...	...	Left.
Savieri, A.	...	...	...	...	...	...	...	...	...	4	7	0	0	24	7	6	...	17	7	6	...	...	...	...	...	...	...	Left.
Schultz, Hendrick	...	...	...	...	21	15	0	...	...	...	...	...	...	...	...	...	...	...	...	21	15	0	41	15	8	...	...	Left.
Sevronia, Alessia	...	...	...	...	7	1	0	...	...	...	...	...	...	...	...	...	...	...	7	1	0	...	...	...	...	...	...	Left.
Shamulifski, M.	7	13	0	...	71	0	0	...	...	48	13	0	0	...	32	12	0	...	175	0	8	109	13	7	3	8	4	At Arawata Flat.
Shopifski, J.	5	10	0	...	92	0	0	...	...	48	8	0	0	6	17	6	...	13	7	8	...	...	...	...	...	...	...	Left.
Skipper, John	...	...	...	...	26	11	0	9	11	1	...	...	...	...	...	...	...	...	85	13	1	65	9	0	47	13	6	Left.
Smith, G.	10	16	0	0	39	1	0	86	14	1	23	1	0	38	1	7	41	8	5	34	1	244	7	10	90	4	7	At Arawata Flat.	
Smith, J.	47	8	0	...	89	0	0	34	5	0	66	6	3	6	5	0	45	14	7	22	5	105	2	3	28	13	9	At Arawata Flat.	
Sorensen, L. W.	9	17	0	107	1	6	49	7	10	4	9	8	Left.
Sporra, J.	...	...	...	...	23	8	0	...	...	13	8	0	0	32	7	6	38	17	6	14	8	81	16	0	51	17	1	Left.
Stellar, John	18	1	0	4	13	0	0	33	2	6	30	10	0	95	13	0	112	1	8	80	7	1	Left.
Stobbo, John	5	4	0	...	73	11	0	...	...	45	1	0	0	38	5	0	36	11	0	13	7	148	11	9	31	18	10	Left.
Stout, James	42	14	0	1	18	8	19	13	0	2	10	0	26	10	0	102	9	8	42	10	1	6	18	4	At Okuru.
Sutherland, D.	...	...	...	...	6	7	6	1	18	8	...	...	...	...	...	...	...	...	...	8	6	2	5	8	2	...	...	Left.
Snodgrass, John	...	...	...	...	38	5	0	...	...	33	0	0	0	...	...	...	...	...	...	71	5	0	...	...	...	...	...	Left.
Tafanari, P.	20	6	0	44	3	0	0	13	12	6	23	5	0	78	14	5	Left.
Teur, James	2	0	0	125	0	0	44	17	1	7	4	1	At Arawata Town.
Thunberg, C. W.	0	17	0	...	6	15	0	30	5	0	...	...	...	45	11	8	...	...	...	82	11	8	66	10	5	...	...	Left.
Tobian, John	...	...	...	...	60	18	0	24	10	0	...	...	...	...	...	...	...	...	...	122	0	0	117	15	5	...	...	Left.
Tobian, Rudolph	...	...	...	...	56	0	3	...	...	...	...	...	...	...	...	...	...	...	...	56	0	3	...	...	...	...	...	Left.
Toghil, E.	25	14	0	...	40	16	0	...	...	...	...	...	...	...	...	...	...	...	...	105	7	0	72	9	11	...	...	Left.
Turchi, Carlo	10	7	0	14	16	0	0	34	0	0	23	7	0	133	14	6	Left.
Turnley, H.	...	...	...	...	25	10	0	...	...	155	10	0	0	...	...	...	13	0	0	...	...	...	...	...	...	...	...	Left.
Webster, W.	10	1	0	174	16	0	40	4	9	11	19	3	At Arawata Flat.
Welham, N.	5	12	0	188	1	3	86	14	11	4	16	1	At Arawata Flat.
Whalem, M.	35	3	0	...	5	12	0	...	...	...	...	...	...	...	...	...	...	...	...	149	4	6	...	...	...	...	...	Left.
Wheeler, William	86	14	6	...	17	9	0	1	2	9	...	...	...	...	...	...	...	...	...	188	1	3	...	...	...	...	...	At Bullock Creek.
Wiley, J.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Left.
Witzki, F.	...	...	...	...	21	0	0	...	...	12	14	0	0	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Left.
Woods, J.	72	6	6	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Left.
Yell, Jeremiah	37	19	0	...	23	6	0	20	0	0	...	...	...	...	...	...	...	...	...	204	6	6	0	4	0	...	...	Left.
Zeilian, J.	4	0	0	...	37	10	0	...	...	35	2	9	0	16	0	0	9	0	0	...	...	...	...	...	...	...	...	At Waitoto.
Zigilfski, Fred.	...	...	...	...	45	10	0	...	...	...	...	...	...	...	...	...	...	...	...	182	11	7	145	5	3	...	...	Left.
Zimmermann, F.	19	9	0	4	1	0	0	45	10	0	26	12	5	66	19	5	Left.
Zimmermann, M.	...	...	...	...	21	16	0	...	...	5	5	0	0	38	5	0	28	8	0	...	...	...	...	...	...	...	...	Left.
Zopinski, R. Von	...	...	...	...	...	...	...	...	...	1	12	0	0	38	5	0	29	2	0	98	12	0	35	6	0	...	...	Left.
Total	2,320	17	0	1,252	15	10	5,099	16	10	839	1	9	2,866	2	6	2,196	7	11	2,330	12	3	1,386	14	0	18,292	8	1

NOTE.—No notice of land being abandoned has been given in any case.

STATEMENT showing the Amount Paid to each Settler for Labour during the Years 1875, 1876, 1877, and 1878, at the Special Settlement at Jackson's Bay, for the Construction of the following Works: Clearing Sites for Houses, Jackson's Bay, and Building same, the Construction of the Bay Road, the Arawata Road, the Smoothwater Road, the Okuru Road, the Turnbull Road, the Jackson's River Road, and the Jetty; also for the following Contracts: Sawing Timber, Cutting Piles for Jetty, Building Bridges, &c.

. NOTE.—The details which make up the totals in this table can be seen in the paper which has been laid upon the table of the House.

Name.	Total Amount.	Name.	Total Amount.	Name.	Total Amount.
1875.					
R. Crawford ...	£ 58 5 0	E. T. Petterson ...	£ 8 15 0	CONTRACT-WORK.	
A. F. Porter ...	26 11 0	N. P. Larsen ...	7 3 0	Webster and McKinnon ...	37 10 0
D. McKenzie ...	33 0 0	J. Zeilian ...	4 0 0	A. McArthur ...	13 15 0
John Skipper ...	26 11 0	Franc Dane ...	1 4 0	Thomas Beveridge ...	38 0 0
S. Lofquist ...	15 18 0	C. Robinson ...	41 12 0	Clarke and Skipper ...	46 0 0
T. Beveridge ...	16 0 0	James Smith ...	47 8 0	W. Cuttance ...	54 4 10
A. Crone ...	135 6 0	E. Toghill ...	25 14 0	Nerger and Zeilian ...	71 4 0
J. Murdoch ...	18 9 3	Thomas Fell ...	2 18 0	Cox and Nolan ...	86 15 0
W. Burmeister ...	19 8 0	Charles Fell ...	17 7 0	Doherty, Dwan, and Cronin	91 10 6
P. Dwan ...	14 16 0	Fred. Fell ...	19 3 0	Moth and Ray ...	28 0 0
B. Doherty ...	14 16 0	Henry Cuttance ...	3 6 3	Moth, Ray, and Birch ...	47 8 9
T. Macfarlane ...	13 8 0	Jesse Cox ...	3 1 0	John Murdoch ...	16 5 0
A. McArthur ...	13 5 0	James Cox ...	53 18 0	E. Neilson ...	41 12 0
H. McKinnon ...	22 13 0	M. McPherson ...	38 14 0	McArthur and Toghill	49 4 0
W. Webster ...	10 1 0	Frank Fell ...	8 6 0	L. McGlashan and Son	21 15 0
G. Smith ...	10 16 0	William McKay ...	22 3 0	Franklin and Whalen ...	115 19 0
E. G. Nissen ...	22 18 3	John McKay ...	21 7 0	Thomas Fell ...	47 11 0
R. Moth ...	21 0 0	N. Carmichael ...	22 8 3	Wheeler and Crawford	14 5 0
R. Nelson ...	96 6 0	Jacob Shaplifski ...	5 16 0	Clarke and Beveridge ...	34 15 0
J. Woods ...	6 2 0	Carl Pritzski ...	9 11 0	Survey wages ...	198 13 6
W. Ray ...	20 9 0	Augustus Rosanowski ...	3 13 0	George Smith ...	22 11 0
M. Porter ...	16 7 0	John Stobo ...	5 4 0	Hugh McKinnon ...	9 7 6
R. McGlashan ...	67 7 6	John Jacques ...	7 8 0	William Webster ...	15 0 0
H. Bussell ...	20 8 0	Joseph Hevert ...	6 17 0	Carmichael and Party	16 16 6
R. Franklin ...	37 10 0	M. Donitz ...	6 6 0	Burmeister and Malam	30 17 0
J. Lindsay ...	111 7 0	John Tobian ...	0 17 0	Wheeler and Moore ...	18 16 6
J. W. Carter ...	7 10 0	M. Shamelifski ...	7 13 0	S. Lofquest ...	9 11 3
J. Cook ...	2 10 0	W. Branson ...	30 1 0	Murdoch and Smith ...	33 0 0
J. Yell ...	37 19 0	John Malam ...	6 3 0	Crawford and Harris ...	28 5 6
J. Nightingale ...	176 17 6	John McKenna ...	17 6 0	John Tobian ...	35 15 0
W. L. Cuttance ...	17 15 0	Peter Moore ...	7 11 0	William Jackson ...	17 10 0
J. Clarke ...	13 5 0	John Kreet ...	16 8 0	August Rosanowski ...	18 15 0
Duncan McKenzie ...	42 13 0	Joseph Joronoski ...	20 5 0	John Clarke ...	11 9 6
John Chalk ...	3 11 0	Franz Max ...	26 18 0	Jesse Cox ...	11 0 0
C. Longstaff ...	11 11 0	Antonio Max ...	25 10 0	William McKay and Son	14 12 0
George Arams ...	10 5 0	Michael Broddinach ...	20 16 0	Emil Nerger ...	34 10 0
L. McGlashan ...	28 12 0	August Eggeling ...	26 8 0	A. F. Porter ...	51 15 0
Frank Bilton ...	5 15 0	Charles Nightingale ...	5 8 6	William Burmeister ...	7 10 0
J. Cheek ...	35 15 0	James Nesbit ...	70 0 0	Boardman and Bilton ...	10 0 0
M. Whalen ...	35 3 0	James Courtney ...	18 18 0		
W. Wheeler ...	20 10 0	Emil Nerger ...	0 8 0		
John Cox ...	3 4 0	William Bulling ...	3 14 0		
N. Welham ...	5 12 0	James Cheyne ...	3 0 0		
John Love ...	80 13 0	George Birch ...	4 12 0		
J. Ingram ...	6 16 0	Joseph Collyer ...	2 10 0		
Total ...					
					3,573 12 10

1876.					
James Nightingale ...	224 5 0	William Burmeister ...	64 19 0	Alexander McArthur ...	50 11 0
John Lindsay ...	139 17 6	John Clark ...	23 6 0	James Nesbit ...	85 6 0
Robert Nelson ...	114 19 0	Henry Bussell ...	47 10 0	Charles Fell ...	4 18 0
Robert McGlashan ...	62 18 9	Robert Crawford ...	49 8 6	Adam Crone ...	157 0 0
L. McGlashan ...	48 12 0	Thomas Beveridge ...	69 15 0	William Bulling ...	11 5 6
Franz Max ...	73 12 0	Charles Robinson ...	55 13 9	Charles Nightingale ...	1 8 0
Anton Max ...	77 15 0	Charles Nightingale ...	3 17 0	John Keyensmore ...	26 9 0
Joseph Joronoski ...	70 6 0	James Smith ...	89 0 0	Carl Andersen ...	20 13 0
Michael Boddinach ...	58 8 0	Duncan McKenzie ...	29 13 0	Martin Odofski ...	46 9 0
August Eggeling ...	19 15 0	James Cheek ...	26 2 0	Fred. Zeglifski ...	45 10 0
Joseph Max ...	60 15 0	William Wheeler ...	17 9 0	Yens Paulsen ...	20 4 0
John Chalk ...	7 4 0	James Cheyne ...	9 19 0	Frank Bilton ...	53 0 0
E. G. Nisson ...	71 0 6	Fred. Porter ...	25 12 3	W. Cuttance ...	51 17 2
Carl Pritzki ...	91 16 0	John McKenna ...	29 2 0	H. Cuttance ...	48 11 0
Joseph Hunfeld ...	91 17 0	Peter Moore ...	43 19 0	R. Franklin ...	21 16 0
John Jacques ...	78 14 0	Daniel McKenzie ...	14 6 0	John Zeilian ...	37 10 0
Michael Donitz ...	83 19 0	John Skipper ...	26 11 0	A. F. Porter ...	15 14 0
M. Shamilifski ...	71 0 0	Rudolph Tobian ...	56 0 3	Neil Neilson ...	20 7 0
Jacob Shoplifski ...	92 0 0	Jesse Cox ...	109 9 9	Val. Belski ...	46 9 0
August Rosanowski ...	85 15 0	John Cronin ...	45 16 0	Lars W. Sorensen ...	9 17 0
John Stobo ...	73 11 0	Bart. Doherty ...	52 16 0	Hans Olsen ...	13 14 0
John Tobian ...	60 18 0	Patrick Dwan ...	69 11 0	John Jansen ...	19 19 0
John Malam ...	17 0 0	Andrew Nolan ...	68 15 0	Thomas Fell ...	46 1 0
Hugh McKinnon ...	5 8 0	William Jackson ...	68 18 0	Fred. Fell ...	58 0 0
Michael Whalen ...	5 12 0	Richard Moth ...	44 9 0	Frank Fell ...	40 19 2
Christen Harris ...	7 16 0	William Ray ...	25 12 0	D. Sutherland ...	6 7 6
Edward Toghill ...	40 6 0	George Birch ...	57 10 0	Neil Carmichael ...	7 1 1

STATEMENT of the Amount Paid to each Settler for Labour, &c.—*continued.*

Name.	Total Amount.	Name.	Total Amount.	Name.	Total Amount.
1876— <i>continued.</i>					
Wheeler and Burmeister	£ s. d. 2 5 6	John Sporra	£ s. d. 23 8 0	John Tobian	£ s. d. 24 10 0
Burmeister and Co.	2 10 0	John Love	7 16 0	T. Beveridge	15 5 0
Emil Nerger	89 13 6	James Courtney	7 16 0	A. Nolan	14 16 0
William Hindley	32 13 0	Carl Turchi	10 7 0	John Clarke	9 16 0
Claus W. Thinberg	6 15 0	Pietro Tofanari	20 6 0	John Murdoch and Co.	22 18 6
John Beveridge	52 5 10	Pietro Papi	2 17 0	W. Cuttance	67 0 0
John Murdoch	44 0 6	Gartana Fabri	17 9 3	A. F. Porter	144 19 8
James Stout	52 14 0	Egisto Calamai	14 9 0	James Cheek	6 0 0
M. McPherson	57 4 9	Raffaello Pierlioni	20 0 0	S. Lofquist	16 2 6
Milton Porter	1 4 0	Aristodemo Frandi	19 12 0	John F. Skipper	9 11 1
H. A. Branson	5 10 0	W. Boardman	11 15 0	Thomas Fell	18 18 3
Joseph Collyer	48 6 0	Fred. Baretta	12 7 0	E. Nerger	13 0 0
S. Lofquist	13 5 0	Germano Guiseppe	5 9 0	Neil Carmichael	3 11 3
Stewart Hughes	53 17 0	Francesco Lombardi	8 19 0	D. McKenzie	5 18 0
John Murdoch and Co.	18 0 0	Fortunato Luccheze	7 14 0	Crawford and Harris	2 5 0
Jeremiah Yell	22 6 0	Allessia Sevronia	7 1 0	Hans Olsen and Party	95 0 0
John Callery	24 16 0	Lavinda Fogli	2 7 0	Neil Neilson and Party	67 0 0
Michael Zimmerman	21 16 0	Franz Coronfoki	4 12 0	Boardman and McKenzie	47 2 6
Franz Witzki	21 0 0	D. Sutherland and Party	5 16 0	Franklin and McGlashan	8 19 3
Rudolf Kavenkit	15 17 0	James Cox	3 13 0	Charles Robinson	21 13 6
Franz Bower	11 10 0	James Teer	2 0 0	George Smith	66 4 10
Hendrick Schultz	21 15 0	Robert Lipinski	5 19 0	H. Bussell	26 0 0
John Learka	14 3 0	John Snodgrass	38 5 0	Johanes Jonsen	12 10 0
Martin Klampffel	13 13 0	A. Rondonina	13 10 3	Jeremiah Yell	20 0 0
Anton Baretta	29 10 0	T. Chisland	0 14 0	John Malam	6 0 0
Bernard Reilman	20 0 0	H. Turnley	25 10 0	Joseph Collyer	15 14 0
John Stellar	18 1 0	George Smith	5 9 0	Claus Thinberg and Party	26 0 0
Franz Zimmerman	19 9 0	CONTRACT-WORK.		William Sorensen	17 10 0
August Karkow, sen.	23 5 0	William Jackson	3 15 0	Total	5,938 18 7
August Karkow, jun.	14 15 0	Jesse Cox	2 10 0		
Carl Beliski	24 2 0				

1877.

John Sporra	13 8 0	R. McGlashan	6 17 0	John Johnson	1 4 0
Franz Conronfok	11 7 0	W. L. Cuttance	12 19 6	John Malam	5 5 6
Robert Lipinski	11 14 0	Thomas Beveridge	45 14 6	R. Franklin	0 12 0
Carl Balifski	6 5 0	John Clark	20 4 3	W. Sorensen	0 2 0
Robert Nelson	39 6 6	George Smith	23 1 0	J. Barrett	1 6 3
James Cox	7 12 0	August Rosnoski	50 7 0	R. Von Zopinski	1 12 0
James Stout	19 13 0	Anton Max	10 13 0	Milton Porter	2 6 0
John Lindsay	153 18 0	Lavinda Fogli	19 13 0	Fred. Porter	2 14 0
J. Nightingale	225 0 0	R. M. Crawford	27 0 6	F. Lombardi	0 8 0
L. McGlashan	9 5 0	Jesse Cox	41 9 9	P. Pappi	3 10 0
John Stellar	4 13 0	James Smith	66 6 3	A. Karkow, jun.	4 4 0
Val. Belski	18 1 0	John Murdoch	42 10 0	M. Dwan	3 5 0
M. Brodinach	11 18 0	Hugh McKinnon	24 4 0	CONTRACT-WORK.	
Martin Osofski	16 11 0	Alexander McArthur	23 18 0	George Smith	2 7 0
Franz Zimmerman	4 1 0	S. Lofquist	42 4 0	W. L. Cuttance	40 2 9
Bernard Reilman	5 9 0	John Kjensmoe	11 4 0	W. L. Cuttance and Party	48 2 7
Michael Zimmerman	5 5 0	Michael Donitz	52 17 0	Neils Neilson and Party	129 10 0
John Learka	9 6 0	Frank Fell	21 5 0	Claus Thinberg and Party	92 10 0
Franz Witzki	12 14 0	Jacob Shoplifski	48 8 0	Martin Klempfel	32 10 0
August Karkow	5 18 0	John Beveridge	64 10 0	Osofski and Party	298 2 6
John Snodgrass	33 0 0	John Stobbo	45 1 0	Fabrizi and Co.	22 15 0
Egisto Calamai	17 13 0	Charles Robinson	17 14 6	Zimmerman and Party	153 0 0
Fortunato Luccheze	14 19 0	Adam Crone	156 10 0	Lipinski and Party	22 10 0
A. Frandi	13 11 0	H. Turnley	155 10 0	Boddinach and Bijski	46 0 0
Fred. Baretta	37 1 0	Carlo Turchi	14 16 0	Hans Olsen and Party	59 0 0
Anton Baretta	36 1 0	Andrew Nolan	26 15 0	A. F. Porter and Sons	197 16 7
Guiseppe Germano	10 1 0	Charles Nightingale	1 0 0	Karkow and Party	92 7 6
R. Pierlione	25 1 0	F. Rusterholz	4 9 0	Bulijске and Party	27 0 0
Petro Saffenari	44 3 0	Peter Moore	1 12 0	Baretta Brothers	30 0 0
Duncan McKenzie	34 10 0	H. Bussell	18 3 0	A. Savieri	24 7 6
M. McPherson	83 7 3	Neils Neilsen	12 4 0	G. Germano	24 7 6
Thomas Chesland	7 4 0	Carl Andersen	11 10 0	Carlo Turchi	34 0 0
Emil Nerger	38 5 0	Fred. Fell	4 11 6	Frandi and De Bonis	43 2 6
Yens Paulsen	9 0 0	Charles Fell	3 16 0	A. Frandi	11 10 0
Martin Klempfel	10 18 0	A. Savieri	4 7 0	P. Taffenari	11 5 0
Hans Olsen	13 10 0	E. Rondonina	6 15 0	E. Calamai	25 15 0
W. Hindley	10 1 6	F. Gagliardi	6 6 0	R. Pierlione	31 10 0
E. G. Nissen	41 7 6	L. De Bonis	3 18 0	F. Luccheze	19 7 6
Bart. Doherty	60 6 9	R. Canessa	7 3 0	D. McKenzie	10 0 0
Pat. Dwan	53 4 3	G. Fabri	11 14 0	Franklin and Smith	58 19 3
John Cronin	27 14 9	P. Mencacci	6 15 0	W. Boardman	31 10 0
William Jackson	31 4 0	G. Mari	10 11 0	Boardman and Chesland	25 1 0
Frank Bilton	26 3 0	Thomas Fell	10 17 6	Franklin and Wheeler	3 10 6
Joseph Hewfeld	37 14 0	John Callery	4 9 0	James Stout	2 10 0
John Zeilian	35 2 9	W. Boardman	26 11 0	W. Hindley	18 10 0
M. Shamilijski	48 13 0	W. Burmeister	6 2 0	Canessa and Co.	32 11 3
Carl Pritzki	55 8 9	A. F. Porter and Son	5 4 0		
John Jacques	45 10 9	Joseph Collyer	79 10 0		
Joseph Goronski	28 16 9	P. Mooney	5 1 0		

STATEMENT of the Amount Paid to each Settler for Labour, &c.—*continued.*

Name.	Total Amount.	Name.	Total Amount.	Name.	Total Amount.
1877— <i>continued.</i>					
	£ s. d.		£ s. d.		£ s. d.
Gagliardi and Azzi ...	28 17 6	Robert Nelson ...	36 17 6	H. McKinnon ...	10 10 0
F. Rusterholz ...	5 0 0	Franklin and McKenzie ...	5 19 0	John Learka ...	11 16 3
Sporra and Witzki ...	12 0 0	Joseph Collyer ...	14 0 0	E. Rondinino ...	4 4 0
Fell and Party ...	26 17 9	M. Boddinach ...	17 10 0	R. McGlashan ...	15 0 0
Thomas Fell ...	3 0 0	John Sporra... ..	18 2 6	W. Burmeister ...	12 10 0
Beveridge and Max ...	47 10 0	C. Pritzki and Party ...	13 15 0	J. Clarke and Co. ...	32 0 0
G. Mari ...	36 10 0	L. McGlashan and Party ...	13 15 0	G. and J. Smith ...	12 10 0
P. Mooney ...	23 2 6	John Marks ...	66 18 6		
Pietro Minchacci ...	9 7 6	A. McArthur and Party ...	12 0 0	Total ...	5,062 10 5

1878.

John Stobbo ...	36 11 0	F. Baretta ...	24 3 0	J. Jacques and Co. ...	14 0 0
Valentine Belski ...	34 0 0	F. Lombardi ...	21 2 0	A. Nolan ...	8 10 0
M. Osofski ...	35 17 0	R. Peirlione ...	24 6 0	J. Collyer ...	1 0 0
R. Lipinski ...	40 3 6	E. Calamai ...	24 15 0	Gigliardi ...	3 0 0
J. Sporra ...	38 17 6	John Clarke ...	7 15 0	W. Lennie ...	1 10 0
M. Boddinach ...	31 2 0	Labinda Fogli ...	4 10 0	G. Lofquist and Co. ...	4 0 0
M. Zimmerman ...	29 2 0	J. Zielian ...	9 0 0	R. Robinson ...	0 4 0
F. Zimmerman ...	28 8 0	Francis Fell ...	12 8 0	Neil Neilson ...	0 8 0
John Stellar ...	30 10 0	J. Smith ...	10 10 3	M. Dwan ...	4 3 0
J. Lindsay ...	86 12 0	G. Smith ...	6 4 0	J. Callery ...	3 13 0
W. Burmeister ...	29 16 0	Anton Max ...	5 3 0	Zimmerman and Party ...	16 16 0
R. Crawford ...	3 11 0	H. Cuttance ...	6 8 0		
A. McArthur ...	7 14 0	Carl Bielawski ...	4 9 0	CONTRACT-WORK.	
W. Jackson ...	28 0 0	W. Ray ...	20 0 0	William Jackson ...	10 0 0
T. Beveridge ...	29 3 0	Emil Nerger ...	34 10 0	Baretta Brothers ...	26 19 0
B. Doherty ...	30 18 0	Colin Macfarlane ...	5 0 0	A. Frandi ...	14 10 0
J. Nightingale ...	156 15 0	William Hindley ...	3 3 0	P. Papi ...	8 11 0
C. Nightingale ...	1 5 0	F. Luccheze ...	29 8 0	R. Calamai ...	13 2 0
E. G. Nissen ...	45 16 3	S. De Bonis ...	14 18 0	R. Peirlione ...	13 2 0
W. Cuttance ...	31 9 0	R. Nelson ...	11 11 0	Rondinino ...	9 6 0
A. Nolan ...	32 1 0	H. Turnley ...	13 0 0	Gagliardi and Azzi ...	17 5 0
J. Cronin ...	23 19 0	Martin Klempel ...	6 6 0	F. Lucassai ...	13 2 6
Milton Porter ...	11 6 0	Charles Robinson ...	16 6 0	Canessa ...	10 15 0
Joe Cuttance ...	11 17 9	William Harris ...	4 12 0	Minchicci ...	12 10 0
H. Hewfeld ...	15 1 0	H. Chapman ...	5 8 0	A. Savieri ...	10 12 6
J. Shopliski ...	38 6 0	J. Willey ...	0 12 0	De Bonis ...	11 17 6
M. Donitz ...	34 0 0	William Wheeler ...	0 8 0	R. Nelson ...	16 17 6
P. Dwan ...	20 14 0	John Malam ...	2 3 6	C. Turchi ...	25 12 6
J. Jacques ...	30 16 0	G. Germano ...	15 15 0	P. Taffanari ...	22 1 6
M. Shamiliski ...	32 12 0	P. Minchicci ...	18 15 0	E. Nerger ...	17 0 0
A. Rosanofski ...	39 7 0	A. Savari ...	21 0 0	John Johnson ...	25 0 0
J. Beveridge... ..	5 12 0	E. Rondinino ...	16 5 0	Neilson and Party ...	50 0 0
A. Karkow ...	34 6 0	P. Mooney ...	6 0 0	G. and J. Smith ...	44 10 0
G. Karkow ...	24 15 0	F. Rusterholz ...	6 10 0	A. McArthur and Party ...	22 4 4
F. Witzki ...	18 14 0	Gigliarde and Otizzi ...	35 5 0	William Ray ...	12 0 0
C. Pritzki ...	30 17 0	P. Lucetta ...	23 5 0	W. Cuttance ...	15 0 0
J. Jorenofski ...	29 2 0	Pierlione and Calamai ...	16 5 0	M. Porter ...	7 10 0
C. Belifski ...	21 6 0	Hugh McKinnon ...	30 10 0	Clarke and Zeilian ...	12 1 8
J. Callery ...	7 16 0	Carlo Turchi ...	23 7 0	S. Lofquist ...	10 0 0
B. Reilman ...	25 14 0	R. Canessa ...	13 15 0	L. Fogli ...	9 12 6
S. Lofquist ...	20 17 6	John Marks ...	11 10 0	F. Rusterholz ...	9 7 6
G. and J. Smith and Co. ...	70 8 9	McGlashan and Fell ...	23 10 0	G. Germano... ..	10 12 6
A. McArthur and Party ...	25 0 0	J. Clarke and Co. ...	27 3 0	A. Savari ...	6 15 0
M. Dwan ...	7 3 0	Crawford and Max ...	25 12 6	McGlashan and Co. ...	12 0 0
F. Bilton ...	32 2 0	R. McGlashan ...	1 17 0	F. Courouski ...	1 2 0
F. Potter ...	6 12 0	Gustave Lofquist ...	14 15 0	John Murdoch ...	3 4 0
J. Murdoch ...	18 13 0	Doherty and Party ...	39 18 0	Fred. Porter ...	1 14 0
J. Learka ...	32 3 0	Franklin and McKenzie ...	145 3 0	C. Bielawski... ..	4 7 0
F. Courofski ...	20 13 0	R. M. Crawford and Co. ...	39 7 0	F. Witzki ...	3 1 0
J. Hewfeld ...	29 6 0	Neilson and Anderson... ..	48 0 0	M. McPherson ...	12 0 0
J. Cox ...	53 14 6	William Harris and Co. ...	35 12 6	James Stout ...	9 4 0
M. McPherson ...	54 10 0	Karkow and Co. ...	38 1 3	W. Boardman ...	9 8 0
W. Boardman ...	25 6 6	F. Fell and Co. ...	25 14 9	G. Fabri ...	9 6 0
J. Stout ...	26 10 0	John Stobbo and Co. ...	10 10 0	G. Mari ...	6 13 0
D. McKenzie ...	7 3 0	Osofski and Co. ...	28 19 0	Lombardi ...	2 9 0
G. Mari ...	20 9 0	J. Cox and Co. ...	37 12 0	D. McKenzie ...	0 16 0
G. Fabri ...	26 19 3	A. Nolan and Co. ...	12 15 0	Sporra and Party ...	9 10 0
P. Taffanari ...	23 5 0	C. Belifski and Co. ...	13 2 6	A. F. Porter ...	92 9 6
A. Frandi ...	40 12 0	P. Taffanari ...	1 12 0		
P. Papi ...	18 13 0	J. Shopliski and Co. ...	32 10 6	Total ...	3,717 6 3
A. Baretta ...	20 5 0	Carl Andersen ...	3 8 0		

STATEMENT of EXPENDITURE, Jackson's Bay Special Settlement, from 4th January, 1875, to 28th February, 1879.

	£	s.	d.
To Resident Agent, salary	1,200	0	0
Surveys	2,845	17	9
Labour	17,940	11	11
Provisions	3,408	15	11
Tools, hardware, &c.	672	12	0
Freight, passages, &c.	1,295	16	0
Printing, advertising	41	16	9
Buildings	591	7	10
Medicines	29	7	1
Saddlery	13	6	6
Boats	58	3	8
Horses	17	10	0
Land purchase	50	0	0
Stationery	36	4	0
Interest	3	9	5
General contingencies	286	7	9
Formation, Arawata streets	136	5	0
Orders cashed	136	10	0
Total	£28,764	1	7

SUMMARY of EXPENDITURE.

	£	s.	d.
Per Imprest at Hokikita	24,567	15	2
Per Paymaster-General, Wellington	4,196	6	5
Total	£28,764	1	7

Hokitika, 17th March, 1879.

EDWARD PATTEN,
Officer in Charge.

RESIDENT AGENT'S SALARY.			1878.			£	s.	d.
1875.		£ s. d.	April 25.	January, 1878	...	25	0	0
Jan. 4.	November and December, 1874	50 0 0		February and March, 1878	...	50	0	0
Feb. 2.	January, 1875	25 0 0	Sept. 5.	April, 1878	...	25	0	0
March 2.	February, 1875	25 0 0		May, 1878	...	25	0	0
April 1.	March, 1875	25 0 0		June, 1878	...	25	0	0
May 3.	April, 1875	25 0 0		July, 1878	...	25	0	0
May 31.	May, 1875	25 0 0	Sept. 24.	August, 1878	...	25	0	0
June 24.	June, 1875	25 0 0		30. September, 1878	...	25	0	0
Aug. 20.	July, 1875	25 0 0		31. October, 1878	...	25	0	0
Aug. 28.	August, 1875	25 0 0						
Oct. 4.	September, 1875	25 0 0		Total	...	£1,200	0	0
Dec. 20.	October, 1875	25 0 0						
		300 0 0						
1876.			1875.			£	s.	d.
Jan. 14.	November and December, 1876	50 0 0	Jan. 9.	Survey labourers, Nov., 1874	...	31	3	0
Feb. 10.	January, 1876	25 0 0	Jan. 9.	Browning, field allowance, Nov., 1874	...			
March 31.	February, 1876	25 0 0		Cowlshaw & Co., rope, spade, &c., survey party	...	1	4	2
April 5.	March, 1876	25 0 0	Jan. 14.	Browning, salary, Dec.	...	29	3	4
May 10.	April, 1876	25 0 0		Potter, ditto	...	8	0	0
May 31.	May, 1876	25 0 0		Labourers, Dec. wages	...	146	8	6
July 5.	June, 1876	25 0 0	Feb. 2.	Browning, field allowance, Dec.	...	13	10	0
Aug. 7.	July, 1876	25 0 0		Ramsay, case for level	...	1	15	0
Aug. 7.	July, 1876	25 0 0		Heinz, sundry stores	...	7	15	0
Sept. 15.	August, 1876	25 0 0		Davidson, repairing compasses	...	1	10	0
Nov. 22.	September, 1876	25 0 0		Johnston and Co., deal box	...	2	5	0
Dec. 5.	October and November, 1876	50 0 0		Ditto, flannel for arrows	...	0	9	3
Dec. 31.	December, 1876	25 0 0		Renton, peg brands	...	3	0	0
		650 0 0		Browning, field allowance, Jan., 1875	...	13	0	0
				Labourers' wages, Jan.	...	130	9	0
1877.			April 2.	Jones, ditto	...	8	5	0
Feb. 28.	January, 1877	25 0 0	May 3.	Labourers, ditto, March	...	116	10	6
March 29.	February, 1877	25 0 0	May 5.	W. Saw-mill, timber for survey	...	2	8	0
	March, 1877	25 0 0	May 26.	Nightingale and others, wages	...	68	12	0
Aug. 1.	April, May, and June, 1877	75 0 0		Smythe and others, wages, Feb.	...	125	6	0
Oct. 29.	July, 1877	25 0 0		Browning, field allowance, March	...	13	10	0
Oct. 29.	August, 1877	25 0 0		Courtney, wages, March	...	14	6	0
	September, 1877	25 0 0		Browning, field allowance, Feb.	...	14	8	0
	October, 1877	25 0 0		Ditto, April	...	13	0	9
Dec. 4.	November, 1877	25 0 0						
		£950 0 0						

STATEMENT OF EXPENDITURE, &c.—continued.

1875.		£	s.	d.	1876.		£	s.	d.
Jnuc	1. Smythe and others, wages	126	13	0	Aug.	24. Nielsen and Co., ditto	36	0	0
	Cornfoot and Stenhouse, timber for survey party	8	10	6		Cuttance, ditto	12	1	0
	J. Crerar, books for survey	1	2	0		Love and another, ditto	15	12	0
	W. Saw-mill Co., timber for survey	3	4	0	Sept.	29. Toghil and others, ditto	97	12	0
June	24. Browning, field allowance, May	13	0	0		Zimmerman and others, ditto	7	19	0
	Smythe and others, wages, ditto	80	15	3		Bower and others, ditto	9	8	0
	Cowlshaw and Co., tools	15	6	6		Baretta, ditto	1	12	0
Aug.	20. Labourers' wages, May	56	17	9		Ray, ditto	5	8	0
	Browning, field allowance, Aug.	7	0	0		McArthur, ditto	10	2	0
	Carmichael, wages, April	5	15	6		Smith, ditto	12	12	6
	Browning, salary, Jan. and Feb.	58	6	8		Osofski and others, ditto	27	14	0
	Turnley, labourer's wages, July	14	17	0		Kynesmore and others, ditto	10	0	0
Aug.	24. Harrop and others, ditto	138	16	6		Karkow and others, ditto	4	11	0
Aug.	28. Browning and others, salary, &c., March to July	172	6	8		Bilifski and others, ditto	5	12	0
Oct.	4. Labourers' wages, June	41	12	0		Nerger and Nielsen, ditto	18	10	6
	Ditto	93	6	0		Anderson and another, ditto	8	9	0
	Potter, survey cadet	7	0	0	Oct.	17. Cuttance and others, ditto	13	16	6
Nov.	4. Smythe and others, wages, Sept.	95	18	0		McGlashan, ditto	10	13	0
Jan.	13. Ditto	183	17	0		Beveridge and another, ditto	19	8	0
March	21. Ditto, Nov. and Dec.	190	13	6		Fell and another, ditto	18	19	0
	Ditto, Feb. and March	93	10	6		T. Fell, ditto	8	5	4
April	10. Labourers, survey wages, Jan.	78	19	6		B. Doherty, ditto	12	1	0
Sept.	15. Smyth, ditto, July	1	19	0		P. Dwan, ditto	11	6	0
	Labourers, ditto	26	11	0		W. Jackson, ditto	11	6	0
	Smyth and Price, ditto	22	9	2		Cuttance and others, July and August wages	158	7	6
Sept.	29. H. G. Price, field allowance	3	7	6		Ditto, August wages	145	3	10
	Smythe and others, wages, Aug.	83	7	8	Nov.	21. Karemkiel and others, Aug. wages	31	19	0
Nov.	28. Ditto, Sept.	24	14	8		Nightingale and others, ditto	77	12	0
	Labourers, wages, Sept.	55	15	0		McPherson and others, ditto	55	19	6
	Price, field allowance, ditto	3	5	0	Nov.	22. Stout and others, ditto	83	8	6
Dec.	18. Carmichael and others, wages, Oct. and Nov.	175	13	4		Boardman and others, ditto	108	5	6
March	3. Labourers, Dec. wages	60	7	6		McPherson and others, ditto	52	5	6
	Smythe and others, salary and field allowance	24	14	8		Hindley and others, ditto	46	17	0
	H. G. Price, ditto	3	5	0	Nov.	25. Shaplifski and others, ditto	35	3	0
	Marks, packing tents, &c.	3	0	0	Nov.	28. Germano and others, Sept. wages	391	12	6
March	20. W. Hindley, ferries	3	17	0		Cowiski and others, Oct. wages	224	10	6
	Paid out of Imprest	2,749	2	1		Nightingale and others, Nov. wages	294	4	0
	Paid by Paymaster-General, Wellington	96	15	8		Ditto, Dec. wages	466	12	0
		£2,845	17	9	1877.	March 5. Snodgrass and others, Jan. wages	177	16	3
					March 19. Smith and others, ditto	169	11	9	
						Nightingale and others, April wages	84	3	0
					April 25. Ditto, February wages	91	1	3	
						Donitz and Co., ditto	63	1	0
						Cronin and others, ditto	53	1	0
						Nolan and others, ditto	67	14	4
						D. McKenzie and others, ditto	48	3	0
						Rusterholtz and others, ditto	11	4	0
					May 4. Stetter and others, March wages	120	14	0	
					May 25. Smith and others, ditto	177	0	0	
						Porter and Sons, ditto	81	11	6
						Sanieri and others, ditto	148	16	0
						Nerger and others, ditto	125	6	0
						Doherty and others, ditto	103	4	0
						Smith and others, ditto	36	2	0
					June 27. Nissen and others, April wages	53	7	6	
					July 7. Collyer and others, May wages	453	15	1	
					July 11. McPherson and others, ditto	165	3	3	
					July 31. Nightingale and others, June wages	189	11	6	
					Aug. 24. Ditto, July wages	196	8	0	
					Oct. 4. Cox and others, Aug. wages	508	17	4	
					Oct. 23. Collyer and others, ditto	191	6	9	
					Oct. 29. Lapinski and others, Sept. wages	123	3	9	
					Nov. 20. Nightingale and others, Oct. wages	391	15	9	
					Dec. 20. Ditto, Nov. wages	200	5	6	
					1878.	Jan. 2. Gagliardi and others, ditto	186	4	7
						Zimmermann and others, Dec. wages	358	14	0
					Jan. 31. Cuttance and others, ditto	236	15	8	
					Feb. 28. F. Baretta and others, Jan. wages	205	6	0	
					April 1. McGlashan and others, Feb. wages	481	9	6	
						Clarke and others, ditto	313	0	3
						Caronofski and others, ditto	19	16	0
						Cox and others, March wages	93	7	8
					June —. Turnley and others, Jan. wages	546	16	10	
						Germans and others, April wages	280	1	6
						Lucassi and others, ditto	13	10	0
						McPherson and others, May wages	100	0	0
					Sept. 5. Smith and others, June wages	87	5	0	
						Lursetti and others, ditto	641	6	0
						Crawford and others, ditto	81	9	6
						Frandi and others, ditto	133	1	0
							116	15	6
							113	4	0

LABOUR.—ROAD-MAKING, AND GENERAL PUBLIC WORKS.

1875.		£	s.	d.
Feb.	6. McArthur and others, Jan. wages	40	2	0
	Crawford and others, ditto	56	19	0
March	25. Ditto, February wages	350	10	3
May	22. Lofquist	11	0	0
May	26. Labourers	11	2	5
May	27. Ditto, March and April wages	368	16	10
Aug.	20. Ditto, May wages	77	4	6
	Ditto, ditto	77	13	0
Sept.	14. Labourers, June wages	99	9	6
Sept.	17. Kreeft, Hoos, and others	10	7	0
Oct.	4. Branston and others	16	12	0
	Nightingale and others	92	4	0
	Labourers' July wages	87	16	3
	Ditto, ditto	245	8	0
	Ditto, August wages	138	5	0
Dec.	20. Ditto, Sept. wages	345	6	0
	Ditto, Oct. wages	415	11	9
1876.				
Jan.	10. Ditto, Nov. wages	343	4	0
March	8. Ditto, Dec. wages	582	12	10
	Nelson and others	58	9	0
March	21. Ditto, Feb. wages	538	7	3
	J. Chalk, Jan. wages	7	4	0
	Malam and others, ditto	51	19	0
	Rosanowski and others, Dec. wages	19	14	0
April	5. J. Courtney, Nov. wages	5	12	0
	Nissen and others, Jan. wages	92	15	6
	R. Tuhren and others, ditto	70	13	3
April	10. Ditto	283	0	0
May	11. Nightingale and others, March wages	190	15	6
June	7. Ditto, April wages	780	9	0
June	26. Hindley and others, May wages	538	1	10
July	11. Stobo and others, June wages	416	13	3
Aug.	24. Nightingale and others, July ditto	92	10	9
	Nerger, ditto	2	0	0
	Olsen and Co., ditto	30	0	0

STATEMENT OF EXPENDITURE, &c.—continued.

		£	s.	d.
1878.				
Sept.	5. Donitz and others, ditto ...	118	16	6
	Karkow and others, ditto ...	133	14	0
Oct.	30. Anderson and others, Aug. wages ...	71	1	10
Nov.	29. Lipinski and others, ditto ...	106	12	9
	Turchi and others, ditto ...	52	4	0
	Mackenzie and others, ditto ...	27	10	0
	Osofski and others, ditto ...	40	7	0
	Porter and others, Nov. wages ...	73	15	3
	Ditto, ditto ...	26	18	3
		<u>£17,940</u>	<u>11</u>	<u>11</u>

NOTE.—The December wages, amounting to £40 19s., are not included in this statement, as the Imprest was exhausted, and they had to be paid out of moneys recovered from the settlers, as no more Imprest would be granted from Wellington.—E. PATTEN, Officer in Charge.

PROVISIONS.

		£	s.	d.
1875.				
Feb.	2. W. Todd, potatoes, hams, &c. ...	13	17	9
Feb.	15. A. McRae, potatoes ...	10	0	0
May	26. G. Orams, goods for store ...	12	0	0
May	31. F. C. Tabart, sheep for store ...	16	0	0
Aug.	20. W. Todd, pollard and bran ...	17	13	4
Aug.	20. Mark Sprott and Co., seed potatoes, sheep, beef ...	37	9	4
Aug.	28. W. Todd, sheep, &c. ...	56	17	0
1878.				
Jan.	31. J. Chesney and Co., goods for store ...	7	14	9
Feb.	2. J. Collyer, butter, &c. ...	17	5	10
	C. Robinson, beef and potatoes ...	85	17	11
	H. L. Robinson, salt beef ...	40	0	0
March	27. Union Steamship Co., potatoes, &c., for store ...	85	6	5
	A. McRae, goods for store ...	134	0	0
	J. Chesney and Co., goods for store ...	666	0	8
Paid out of Imprest ...		1,200	3	0
Paid by Paymaster-General, Wellington ...		2,208	12	11
		<u>£3,408</u>	<u>15</u>	<u>11</u>

TOOLS, IRONMONGERY.

		£	s.	d.
1875.				
Feb.	18. Cowlshaw and Plaisted, fishing gear, bolts and nuts for boat, &c. ...	17	3	8
May	5. Johnstone and Co., measuring tapes ...	2	15	6
Aug.	20. Cowlshaw and Plaisted, sundry supplies ...	30	5	10
1878.				
Jan.	31. Ditto, ironmongery, &c. ...	46	14	11
	Johnstone and Co., ironmongery, &c. ...	57	9	9
	A. Briscoe and Co., crab winch for jetty ...	19	13	0
	Despatch Foundry Company, repairing winch ...	3	10	0
Paid out of Imprest ...		177	12	8
Paid by Paymaster-General, Wellington ...		494	19	4
		<u>£672</u>	<u>12</u>	<u>0</u>

FREIGHT AND PASSAGES.

		£	s.	d.
1875.				
March	2. A. McRae, freight on sundries ...	3	12	0
April	2. C. A. Jones, passage-money ...	2	10	0
April	7. Owners s.s. "Waipara," ditto ...	5	0	0
June	24. Ditto, freight ...	24	10	0
Aug.	30. Owners s.s. "Maori," freight ...	19	1	0
Oct.	4. Owners s.s. "Waipara," passage-money ...	6	0	0
	Ditto, ditto ...	17	10	0
1876.				
March	21. Owners s.s. "Maori," passage-money and freight ...	31	1	6
May	20. Ditto "Waipara," passage-money ...	25	17	6
June	8. Ditto "Waipara," half-cost, detention at Bay ...	25	0	0
June	12. Ditto "Waipara," passage-money ...	14	0	0
July	22. Ditto, ditto ...	55	3	0
	Ditto, ditto ...	12	10	0
Nov.	22. Ditto "Maori," passage-money ...	5	5	0
Dec.	18. Ditto, ditto ...	11	18	6

		£	s.	d.
1878.				
Jan.	31. Ditto "Waipara," passage-money ...	6	0	0
March	27. Ditto "Waipara," freight ...	117	13	0
March	30. Ditto "Maori," freight... ...	8	3	0
Paid out of Imprest ...		390	14	6
Paid by Paymaster-General, Wellington ...		247	12	0
Chargeable to Immigration, but paid out of vote ...		657	9	6
		<u>£1,295</u>	<u>16</u>	<u>0</u>

PRINTING AND ADVERTISING.

		£	s.	d.
1875.				
Feb.	2. Greymouth <i>Evening Star</i> , advertising ...	2	2	0
Feb.	9. Reid and Co., ditto ...	2	11	9
March	5. W. R. and E. Jones, advertising... ...	0	7	6
March	9. <i>Grey River Argus</i> , advertising ...	2	2	0
	Reid and Co., printing pamphlet... ...	24	5	0
April	5. Reid and Co., printing pay-orders ...	2	5	0
	Reid and Co., subscription <i>West Coast Times</i> ...	0	6	0
1878.				
Jan.	31. Kerr, Arnott, and Co., advertising ...	2	12	6
	Reid and Co., ditto ...	1	13	0
Nov.	29. Ditto ...	3	12	0
Paid out of Imprest ...		£41	16	9
		<u>£591</u>	<u>7</u>	<u>10</u>

BUILDINGS.

		£	s.	d.
1875.				
March	2. Cornfoot and Co., barracks, Jackson's Bay... ...	5	5	4
Oct.	4. A. McRae, palings for settlement ...	7	10	0
March	19. Craig and Co., timber, immigration cottages, Okuru ...	149	4	0
Paid out of Imprest ...		161	19	4
Paid by Paymaster-General, Wellington ...		156	18	6
Charged to settlement ...		318	17	10
Ditto Immigration Department, but paid out of vote ...		272	10	0
		<u>£591</u>	<u>7</u>	<u>10</u>

MEDICINES.

		£	s.	d.
1875.				
May	6. E. B. Gordon, drugs for settlement, paid out of Imprest... ...	29	7	1

SADDLERY.

		£	s.	d.
1878.				
Jan.	31. W. Ramsay, saddlery for settlement, paid out of Imprest ...	13	6	6

BOATS.

		£	s.	d.
1875.				
Feb.	6. R. Reed, boat for settlement ...	15	0	0
	Johnstone and Co., oars for boat ...	4	16	2
	Craig and Co., timber for boat ...	4	12	6
Paid out of Imprest ...		24	8	8
Paid by Paymaster-General, Wellington ...		33	15	0
		<u>£58</u>	<u>3</u>	<u>8</u>

HORSES.

		£	s.	d.
1875.				
Dec.	18. D. Davidson and Co., horse for settlement, paid out of Imprest ...	17	10	0

LAND PURCHASE.

		£	s.	d.
1876.				
July	28. Dermott and McRae, land required for roads, paid out of Imprest ...	50	0	0

STATIONERY.

		£	s.	d.
1878.				
Jan.	31. J. Crerar, stationery for settlement ...	5	0	6
April	25. Ditto, ditto ...	3	10	0
Paid out of Imprest ...		8	10	6
Paid by Paymaster-General, Wellington ...		27	13	6
		<u>£36</u>	<u>4</u>	<u>0</u>

STATEMENT of EXPENDITURE, &c.—continued.

INTEREST.		£	s.	d.	1878.	£	s.	d.					
1878.	March 27.	A. McRae, interest on overdue acceptance, paid out of Imprest...	3	9	5	1878.	Jan. —.	Reid and Co., subscription, <i>West Coast Times</i>	1	16	0		
GENERAL CONTINGENCIES.		£	s.	d.	1879.	Jan. 14.	J. Marks, sundries, public works... E. B. Sammons, glass for Government House Reid and Co., subscription, <i>West Coast Times</i>	9	0	6	1	17	0
1875.	Feb. 2.	A. McRae, coals	2	4	6	Paid out of Imprest		£286	7	9			
June 24.	C. E. Button, form of lease	2	2	0	1878.		ORDERS CASHED.	£	s.	d.			
	T. Duncan, netting	0	6	0	Jan. 13.	Bank of New Zealand and others Union Bank of Australia Bank of New Zealand Union Bank of Australia Bank of New Zealand Union Bank of Australia	13	11	0	95	19	1	
1878.	Jan. 31.	W. Ross, seeds	33	10	0	Paid out of Imprest		£136	10	0			
	J. C. Frew, making tracings for wire bridge	1	1	0	FORMATION, ARAWATA STREETS.		£	s.	d.				
	J. Marks, sundries	26	19	1	July 3.	Nissen and others, labour, May; paid out of Imprest... ..	136	5	0				
	Reid and Co., subscription, <i>West Coast Times</i>	2	8	0									
	Cowlshaw and Co., tar, oakum, &c.	3	18	0									
	J. Marks, sundries, public works... ..	122	15	10									
	R. C. Reid, printing cheque book	2	5	0									
	J. Marks, sundries, public works... ..	22	12	11									
Sept. 5.	Ditto, ditto	26	2	8									
Jan. —.	Ditto, ditto	20	6	3									
	H. P. McKeever, drugs for settlement	5	7	0									

STATEMENT of EXPENDITURE on account of the JACKSON'S BAY SETTLEMENT, made by the Paymaster-General, Wellington, from 1st July, 1874, to 31st December, 1878.

Date of Payment.	Name.	Particulars.	Date of Service.	Amount.
1875.				£ s. d.
Jan. 6	A. McRae	Passages, survey staff ... ..	...	115 6 0
Feb. 19	"	Freight ... ..	...	73 0 6
March 1	"	Passages ... ..	...	59 0 0
	W. McKay	"	February	68 15 0
	A. McRae	Tents and flys	November	24 6 0
	J. Crerar	Provisions	June	86 17 11
	T. Ecclesfield	Stationery	"	27 13 6
	J. Ball	Provisions	"	45 1 11
	Cowlshaw and Plaisted	"	"	75 18 11
	R. Campbell	Iron, axes, picks, &c.	"	206 3 4
	Johnston and Co.	Corned beef	"	4 17 8
	E. Millman	Rope, iron, nails, &c.	"	191 4 4
March 4	"	Framing and fitting twenty cottages... ..	"	273 0 0
	"	Framing and fitting store and offices... ..	"	64 4 0
March 4	A. McRae	Freight	February	8 1 0
March 18	J. Chesney and Co.	Provisions	January	74 3 7
	A. McRae	Passages	February	40 0 0
April 6	W. Todd	Freight	February	167 5 6
May 20	Johnston and Co.	Provisions	March	70 13 6
	"	Cooking utensils	January	5 8 0
	"	Tools	February	57 13 3
May 25	J. Chesney and Co.	Cooking utensils	March	34 10 5
	W. G. Murray	Provisions	" and April	38 9 6
	Sweetman and Brown	Office work	March	18 0 0
	A. McRae	Whale-boat	March	33 15 0
June 1	W. Todd	Passages	April	42 10 0
	A. McRae	"	"	42 10 0
	W. G. Murray	"	March	54 10 6
June 10	M. Sprott and Co.	Survey of roads, fifty-three days	"	23 13 0
	W. Todd	Field allowance	"	52 5 8
	J. Chesney and Co.	One heifer, fifteen sheep	"	26 10 0
	A. McRae	Flour	April	29 2 6
June 14	W. Todd	Provisions	April	28 0 0
June 22	J. Chesney and Co.	"	May	71 19 7
Aug. 2	A. McRae	Freight per "Waipara"	"	132 11 1
Sept. 10	W. Todd	Twenty-five sheep, care and freight	"	106 15 0
Oct. 4	J. Chesney and Co.	Provisions	"	37 2 9
Dec. 7	W. Todd	Passages	"	372 12 9
	Sinclair and Jack	"	August	17 10 0
		Provisions	"	86 5 0
		"	"	536 4 8
		"	"	359 18 4
		Timber, bricks, &c.	"	67 18 6
				£4,196 6 5

SUMMARY.

Buildings	...	...	...	...	...	£	s.	d.
Freight, passages, &c.	...	...	...	...	...	429	8	6
Provisions	...	...	...	...	...	905	1	6
Stationery	...	...	...	...	...	2,208	12	11
Hardware, tools, &c.	...	...	...	...	...	27	13	6
Surveys	...	...	...	...	...	494	19	4
Boats	...	...	...	...	...	96	15	8
						33	15	0
						<u>£4,196 6 5</u>		

STATEMENT of EXPENDITURE on account of the STORE ACCOUNT, Jackson's Bay, out of moneys recovered from the Settlers, and in accordance with instructions received from the Hon. the Minister of Immigration, in Letter dated 9th July, 1875.

Date.	Name.	Particulars.	Amount.
1875-			£ s. d.
Oct. 6	F. C. Tabart	Sheep and beef	49 9 7
Oct. 8	W. G. Johnstone	Ironmongery	86 11 5
Oct. 9	J. Chesney and Co.	Provisions	443 4 5
Oct. 22	Girdwood, Lahmann, and Co.	Sheep shipped per "Maori"	53 15 0
Oct. 28	J. Chesney and Co.	Provisions	34 16 4
Nov. 4	W. R. and E. Jones	Advertising tenders	0 6 0
	Reid and Co.	Advertising, and subscription <i>West Coast Times</i>	3 12 6
	W. Ross	Seeds for use of settlers	4 13 0
	J. Crerar	Stationery	7 0 6
Dec. 3	Captain and owners "Maori"	Stores and freight	35 17 0
Dec. 20	W. G. Johnstone and Co.	Powder and sundries	26 12 1
	Cowlshaw and Plaisted	Copper tacks, paints, &c.	24 7 6
	J. Crerar	Stationery	2 4 6
	S. Hill	Tramway wheels, &c.	10 0 0
	J. Craig	Architraves	3 16 2
1876.			
Jan. 5	Cowlshaw and Plaisted	Sundries	11 19 3
	Reid and Co.	Printing cheques	1 5 0
	Cowlshaw and Co.	Sheet lead, oars, &c.	3 1 3
	James Malcolm	Stores ex "Maori"	289 3 10
	William Todd	Provisions	146 12 0
	H. Cameron	Seeds for settlers	12 13 0
Jan. 29	Mark Sprott and Co.	Sheep	12 10 0
	Owners s.s. "Waipara"	Freight	90 0 6
	William " "	Tobacco	17 11 6
Feb. 14	Captain and owners s.s. "Waipara"	Potatoes	7 7 0
	J. Chesney and Co.	Freight	39 6 0
	W. Todd	Provisions	154 19 2
	Despatch Foundry Company	"	145 16 0
	W. Johnstone and Co.	Tramway wheels	13 12 0
Feb. 22	Mark Sprott and Co.	Hardware	34 13 0
March 8	J. Chesney and Co.	Two heifers, forty sheep	61 10 0
	Cowlshaw and Plaisted	Provisions	296 4 6
March 18	Johnston and Co.	Hardware, &c.	63 14 4
	Peter Walker	"	73 9 8
	Sinclair and Jack	Coals	2 7 0
March 24	Cowlshaw and Plaisted	Timber	36 0 4
April 19	Owners s.s. "Waipara"	Powder, &c.	6 11 10
April 24	Johnston and Co.	Freight	79 6 0
April 28	J. Chesney and Co.	Hardware, &c.	92 6 11
May 10	Marks and McFetrick	Provisions	466 17 10
	Mark Sprott and Co.	"	33 13 0
May 27	Reid and Co.	Pigs and sheep	38 16 5
June 8	Owners s.s. "Waipara"	Subscription, <i>West Coast Times</i>	2 2 0
	Sinclair and Jack	Freight	51 8 3
	Cowlshaw and Co.	Bricks, lime, &c.	12 3 0
June 9	Johnston and Co.	Hardware, &c.	16 5 8
June 12	Mark Sprott and Co.	"	25 13 9
June 13	Peter Cran	Cattle	116 5 0
	Hokitika Gas Company	Pollard for pigs	1 5 0
	Despatch Foundry Company	Tar	2 3 0
	E. B. Sammons	Crab winch and break	20 0 0
	W. Ross	Paper and scrim	6 9 5
June 27	J. Chesney and Co.	Onion seed	0 16 0
June 28	Johnston and Co.	Provisions	493 15 6
	J. Chesney and Co.	Hardware, &c.	58 2 6
	Owners s.s. "Waipara"	Butter	33 10 4
July 22	Reid and Co.	Freight on stores	57 4 0
Aug. 8	James Mulligan and Co.	Advertising tenders, &c.	2 12 0
Aug. 23	E. B. Sammons	Goods supplied Italians	47 10 11
	J. Chesney and Co.	Paper for Resident Agents' House	7 0 6
	Marks and McFetrick	Provisions	415 17 5
Sept. 6	Owners s.s. "Waipara"	"	12 16 8
Sept. 7	Johnston and Co.	Freight to Okuru	13 6 10
Sept. 8		Pit-saws and cross-cuts	7 2 0

STATEMENT of EXPENDITURE on account of the Store Account—*continued.*

Date.	Name.	Particulars.	Amount.
1876.			£ s. d.
Sept. 15	W. R. and E. Jones	Advertising, &c.	0 15 0
	W. McKay	Tents for Okuru... ..	31 0 0
	Owners s.s. "Waipara"	Freight	4 0 0
	J. Lange	Field-glass for Resident Agent	5 5 0
	John Crerar	Memo.-books and "Justice of the Peace"	2 17 0
	Reid and Co.	Printing cheques	3 0 0
	Owners s.s. "Maori"	Potatoes for settlement	107 12 6
Oct. 16	W. Todd	Goods, ex "Maori" of Otago	45 19 0
	J. Chesney and Co.	Provisions	300 0 0
	Owners s.s. "Waipara"	Freight	96 8 0
	Cowlshaw and Co.	Hardware, &c.	39 13 8
Oct. 31	Mark Sprott and Co.	Eight head cattle, one boar pig	139 13 0
	J. Bladier	Rhubarb and carrots	4 10 0
Nov. '18	J. Chesney and Co.	Provisions	285 8 2
	Mark Sprott and Co.	Cattle	101 0 0
Nov. 22	Owners s.s. "Waipara"	Freight	125 15 6
	"	"	43 15 3
	"	Stores	92 4 0
	Owners s.s. "Maori"	Freight	35 7 0
	"	Stores	73 19 3
	Thomas Learmonth	Potatoes	15 17 6
	G. Benning	"	12 6 0
	Owners s.s. "Waipara"	Freight	150 0 0
Nov. 23	J. Crerar	Stationery	12 10 6
	J. Chesney and Co.	Oats for horse	5 15 10
	Johnston and Co.	Hardware	104 19 10
	Reid and Co.	Advertising	5 9 6
Dec. 28	J. Chesney and Co.	Provisions	726 10 8
	Marks and McFettrick	"	68 8 10
	A. McRae	Tea	36 15 0
	Johnston and Co.	Hardware	41 7 9
1877.			
March 5	J. Chesney and Co.	Provisions	400 15 0
March 19	"	"	374 17 6
	W. Ramsay	Saddlery, Resident Agent	13 10 0
	Owners s.s. "Maori"	Freight	2 9 6
	Owners s.s. "Waipara"	"	56 19 9
	Cowlshaw and Plaisted	Hardware	110 4 11
	T. Ecclesfield	Provisions	13 19 7
	W. Ross	Seed Potatoes	72 6 6
	N. McKeever	Medicines	6 19 0
	W. R. and E. Jones	Advertising tenders	2 12 0
	Reid and Co.	"	2 0 6
	"	Subscription, <i>West Coast Times</i>	1 4 0
	J. Chesney	Medical comforts	31 14 1
	A. McRae	Flour	87 10 0
	G. Raine	Wheels and axles	17 0 0
	Cowlshaw and Co.	Iron sheaves, oars	4 4 0
	Owners s.s. "Maori"	Freight	8 16 0
April 12	"	"	35 9 0
	J. Collyer	Pig feed	2 0 0
May 5	Owners s.s. "Waipara"	Freight	75 18 6
	P. Walker	Coals	2 17 0
May 25	W. Ross	Seeds	13 16 0
	J. Crerar	Stationery	3 9 6
	Reid and Co.	Advertising supplies	2 12 0
	James Chesney and Co.	Goods, &c.	452 5 7
	Cowlshaw and Co.	Hardware	20 10 0
	Johnston and Co.	"	111 16 9
June 11	Reid and Co.	Printing cheques... ..	1 10 0
June 27	Mark Sprott and Co.	Pigs	20 14 6
June 30	J. Chesney and Co.	Provisions	706 7 10
Sept. 3	Owners s.s. "Waipara"	Freight, &c.	124 18 6
	Cowlshaw and Plaisted	Hardware, &c.	66 9 0
Oct. 3	J. Crerar and Co.	Stationery	6 2 9
	J. Chesney and Co.	Provisions	500 0 0
Oct. 10	Reid and Co.	Advertising	3 15 6
	E. Patten	Travelling expenses	7 7 0
Oct. 24	Owners s.s. "Wanaka"	Freight	5 2 0
Oct. 31	J. Chesney and Co.	Provisions	260 5 5
	A. McRae	Goods per "Maori" from Dunedin	208 4 2
	Bank of New Zealand	Interest	16 19 6
	"	"	21 12 5
			£10,926 12 1

Hokitika, 17th March, 1879.

EDWARD PATTEN,
Officer in Charge.

RETURN showing Names of Settlers at Jackson's Bay, their Native Country, Trade or Occupation, and Date of Arrival at and Departure from the Bay.

Names.	Native Country.	Trade or Occupation.	Date of Arrival.	Date of Departure.
Robert Crawford, wife, and child	Scotland ...	Plumber and gas-fitter	19 Jan., 1875	
Daniel McKenzie, wife, and three children	" ...	Printer ...	" "	30 Nov., 1876
Patrick Dwan, wife, and three children	Ireland ...	Farmer ...	" "	
Bartholomew Doherty, wife, and two children	" ...	" ...	" "	
Thomas Macfarlane	Scotland ...	Miner ...	" "	20 Mar., 1875
Alexander McArthur	" ...	" ...	" "	
Hugh McKinnon	" ...	Plasterer ...	" "	
William Webster	" ...	Miner ...	" "	
Thomas Beveridge, wife, and six children	" ...	Bushman ...	" "	1 April, 1879
Adam Crone, wife, and five children	" ...	Miner ...	" "	
J. F. Skipper and wife	Germany ...	" ...	" "	31 Aug., 1876
Samuel Lofquist and three children (widower)	Sweden ...	Rough carpenter ...	" "	
John Murdoch, wife, and four children	Scotland ...	Navy ...	" "	
A. F. Porter, wife, and four children	Canada ...	Carpenter ...	" "	Feb., 1879
Milton E. Porter	" ...	Bushman ...	27 Jan., "	Jan., 1879
William Burmeister, wife, and four children	Germany ...	" ...	19 Jan., "	
William Ray, wife, and child	England ...	Farmer ...	" "	Dec., 1878
Emile Nerger	Denmark ...	" ...	" "	
Richard Moth	England ...	" ...	" "	July, 1876
George Smith, wife, and three children	" ...	Miner ...	" "	
E. G. Nissen, wife, and four children	Denmark ...	Farmer ...	" "	
Robert Nelson (widower) and two children	Ireland ...	" ...	" "	— 1878
James Woods	" ...	" ...	" "	— 1876
James Nightingale, wife, and four children	England ...	Overseer of works ...	" "	
Henry Bussell, wife, and child	" ...	Rough carpenter ...	2 Feb., "	
James Cheek, wife, and child	" ...	Bricklayer ...	" "	July, 1876
Christian Harris, wife, and three children	Norway ...	Brassfounder ...	" "	Feb., 1876
W. L. Cuttance, wife, and two boys, aged 15 and 13	England ...	Miner ...	" "	
John Clarke	Ireland ...	" ...	" "	
Duncan McKenzie and wife	Scotland ...	Farmer ...	" "	Jan., 1879
Robert Franklin and wife	New Zealand ...	Miner ...	" "	
Michael Whalen	Ireland ...	" ...	" "	— 1876
Charles Longstaffe and wife	England ...	Farmer ...	" "	— 1875
Robert McGlashan, wife, and child	Scotland ...	Ship-carpenter ...	" "	— 1879
C. Nees	Prussia ...	Saw-miller ...	" "	17 Feb., 1875
A. Nees	Victoria ...	" ...	" "	8 Feb., "
H. Nees	" ...	" ...	" "	" "
Francis Bilton	England ...	Butcher ...	" "	
John Chalk	" ...	Miner ...	" "	Mar., 1876
George Orams	" ...	" ...	" "	16 Mar., 1875
John Lindsay, wife, and two children	Scotland ...	Blacksmith ...	" "	
William Wheeler	England ...	Sawyer ...	" "	
J. W. Carter and boy	" ...	Carpenter ...	22 Feb., "	" "
Jeremiah Yell, wife, and family	Scotland ...	Ship-carpenter ...	14 Mar., "	Dead "
Nathan Welham	England ...	Brickmaker ...	14 Feb., "	" "
Charles Robinson, wife, and four children	" ...	Farmer ...	14 Mar., "	
John Ingram	Canada ...	" ...	14 Feb., "	16 Mar., 1875
Neils Peter Larsen	Sweden ...	" ...	" "	— 1877
Erasmus Thorwald Petersen	" ...	" ...	" "	12 April, 1875
Franc Done	" ...	" ...	" "	23 Feb., "
John Zeilian	" ...	" ...	" "	
John Love	England ...	Butcher ...	" "	Mar., 1876
James Cox	" ...	Brickmaker ...	" "	Aug., 1877
James Smith, wife, and two children	" ...	Navy ...	19 Mar., "	
Roderick McPherson	Scotland ...	" ...	" "	
Edward Toghill	England ...	" ...	" "	Mar., "
Thomas Fell	" ...	Baker ...	14 Mar., "	
Frederick Fell	Victoria ...	Bushman ...	" "	— "
Charles Fell	" ...	" ...	" "	— "
Mrs. Fell and four children	" ...	" ...	" "	
John Cronin	Ireland ...	Miner ...	2 Feb., "	
William Jackson and wife	" ...	" ...	" "	
Andrew Nolan, wife, and three children	" ...	" ...	12 April, "	
Neil Carmichael	Scotland ...	Ferryman ...	— 1874	— 1878
John Malam	Germany ...	" ...	28 May, 1875	
Frederick Bruneck	" ...	" ...	" "	16 Aug., 1875
George Birch	England ...	" ...	" "	Died in Hokitika Hospital
William Bulling	" ...	" ...	" "	Mar., 1876
William McKay	Scotland ...	" ...	1 July, "	Feb., "
John McKay	" ...	" ...	" "	" "
James Courtney	Ireland ...	" ...	4 Aug., "	Aug., "
— McKenna	" ...	" ...	" "	Mar., 1877
Peter Moore	" ...	" ...	" "	
H. A. Branston	England ...	Chemist ...	15 Aug., "	Drowned
John Stobo and family	Germany ...	" ...	" "	Dec., 1877
Jacob Shopliski	" ...	" ...	" "	April, 1879
Joseph Kempfeld and family	" ...	" ...	" "	
John Jacques and family	" ...	" ...	" "	Dec., 1878
Carl Pritzki and family	" ...	" ...	" "	" "
Matthew Shamilifski, wife, and child	" ...	" ...	" "	" "

RETURN showing Names of Settlers at Jackson's Bay, &c.—*continued.*

Names.	Name of Country.	Trade or Occupation.	Date of Arrival.	Date of Departure.
John Tobian and family	Germany ... ..	...	15 Aug., 1875	Sept., 1876
August Rosanoski and family ... ..	" ... ..	...	" "	Jan., 1879
Michael Donitz and family ... ..	" ... ..	...	" "	Dec., 1878
Michael Broddinach, wife, and three children ... ..	" ... ..	...	17 Sept., "	" "
Joseph Joronoski, wife, and three children ... ..	" ... ..	...	" "	" "
John Krepts, wife, and two children ... ..	" ... ..	...	" "	" 1875
Joe Maskrunski ... ..	" ... ..	...	" "	" "
Frans Max, wife, and four children ... ..	" ... ..	...	" "	Nov., 1876
Antonio Max, wife, and three children ... ..	" ... ..	...	" "	April, 1879
Stewart Hughes	Scotland ... ..	...	" "	Nov., 1877
John Callan	Ireland ... ..	...	...	...
William Boardman	England ... ..	...	...	...
S. M. Sorrenson	Denmark ... ..	...	...	— 1877
— Olsen ... ..	" ... ..	...	...	— "
— Jonsen ... ..	" ... ..	...	...	— "
— Paulsen ... ..	" ... ..	...	...	— "
N. P. Anderson ... ..	" ... ..	...	...	...
— Kynsmore ... ..	" ... ..	...	...	July, 1877
Neils Neilsen ... ..	" ... ..	...	...	...
Martin Klempel, wife, and four children	Germany ... ..	...	...	— 1879
Carl Belamsky, wife, and three children ... ..	" ... ..	...	...	Dec., 1878
Auguste Karkow, wife, and three children ... ..	" ... ..	...	22 July, 1876	Oct., 1878
Johann Stellan, wife, and four children ... ..	" ... ..	...	" "	Dec., "
Johann Learka, wife, and four children ... ..	" ... ..	...	" "	" "
Johann Sporra, wife, and child ... ..	" ... ..	...	" "	April, 1879
Franz Zimmerman, wife, and child ... ..	" ... ..	...	" "	Dec., 1878
— Bowes, wife, and child ... ..	" ... ..	...	" "	" 1876
Franz Witzki, wife, and three children ... ..	" ... ..	...	" "	" 1877
Bernard Reilman ... ..	" ... ..	...	" "	" 1878
Otto Somershin ... ..	" ... ..	...	" "	— 1877
Henry Schultz ... ..	" ... ..	...	" "	— 1878
Michael Zimmerman ... ..	" ... ..	...	" "	— "
Michael Barretti, wife, and child	Italy ... ..	...	" "	— "
Antonio Barretti, wife, and child ... ..	" ... ..	...	" "	— "
Carlo Turchi, wife, and seven children ... ..	" ... ..	...	15 July, "	Jan., 1879
Anstedimo Frandi, wife, and three children ... ..	" ... ..	...	" "	— "
Petilo Toffman, wife, and child ... ..	" ... ..	...	" "	— "
Raffaello Scarlioni, wife, and child ... ..	" ... ..	...	" "	— "
Egisto Colonna, wife, and child ... ..	" ... ..	...	" "	— "
Labrinda Fogli ... ..	" ... ..	...	" "	Dec., 1878
Agesto Rindemina ... ..	" ... ..	...	" "	— 1879
Guiseppe Gimina ... ..	" ... ..	...	" "	Oct., 1878
Petro Papi ... ..	" ... ..	...	" "	" "
Olessio Savrani ... ..	" ... ..	...	" "	" "
Gaetano Fabbi ... ..	" ... ..	...	" "	" "
Francisco Lombardi ... ..	" ... ..	...	" "	" "
Lucinu Fortunato ... ..	" ... ..	...	" "	" "
Martin Osofski, wife, and four children	Germany ... ..	...	...	" "
Volenti Belski, wife, and three children ... ..	" ... ..	...	...	Dec., "
Fred Zylifski and wife ... ..	" ... ..	...	...	" 1876
William Harris and wife	England ... ..	...	...	...
John Marks ... ..	" ... ..	...	...	...
Joseph Collyer ... ..	" ... ..	...	...	...
William Hindley ... ..	" ... ..	...	...	...

RETURN showing Names of Settlers who are now located at Jackson's Bay.

Arawata.—Robert Crawford, wife, and three children; P. Dwan, wife, and four children; B. Doherty, wife, and three children; A. McArthur; Hugh McKinnon; William Webster; Adam Crone, wife, and six children; Samuel Lofquist and three children; John Murdoch, wife, and four children; William Burmeister, wife, and five children; George Smith, wife, and four children; Henry Bussell, wife, and three children; John Clarke; Francis Bilton; John Lindsay, wife, and two children; William Wheeler; James Nightingale, wife, and five children; Charles Robinson, wife, and six children; James Smith, wife, and two children; John Cronin; William Jackson and wife; Andrew Nolan, wife, and four children; John Malam; John Zeilian; Lawrence Lennie; William Lennie; Peter Moore; Joseph Henfeld, wife, and four children; Matthew Shamilifski, wife, and child; John Callery; Michael Dwan; George Adam, wife, and two children; James Stout; Thomas Fell, wife, and four children; Francis Fell; James Teer; J. Barrett, wife, and four children; D. Macfarlane, wife, and six children.

Okuru.—Emile Nerger; W. L. Cuttance; Robert Franklin, wife, and one child; Roderick McPherson; William Boardman; Joseph Collyer; Harry Cuttance; Joseph Cuttance.

Waiatoto.—E. G. Nissen, wife, and four children; John Jonson; N. P. Anderson; Neils Neilsen; William Handley.

Haast.—William Harris, wife, and two children; John Marks.

*Miners in the District.**Bullock Creek.*—S. Munro, A. Campbell, T. Lam, John Wiley.*Haast.*—R. Dee, J. Gunn, J. Collins.*Okuru.*—John Holstein and mate, and three others, names unknown.

<i>Total Population.</i>					
Males ...	...	...	...	...	65
Women ...	...	...	...	...	25
Children ...	...	...	...	...	82
					172

STATEMENT of INDEBTEDNESS of Settlers to Government Store.

	£	s.	d.		£	s.	d.		£	s.	d.
Carl P. Andersen ...	1	13	7	Fabri (Caitano) ...	13	17	2	A. F. Porter and Sons (3)	23	4	7
— Aitzzi ...	21	4	2	Labinda Fogli ...	41	16	9	Carl Pritzki ...	13	1	4
T. and J. Beveridge ...	85	17	9	Aristedemo Frandi ...	94	19	5	Pietro Papi ...	32	19	11
William Burmeister ...	111	0	0	F. Gagliardi ...	21	4	2	R. Pierlioni ...	59	17	7
Henry Bussell ...	54	8	6	Joseph Germano ...	4	10	0	William Ray ...	32	15	7
Michael Broddinach ...	41	4	3	Joseph Hervert and Son	42	17	3	Charles Robinson ...	31	14	8
Francis Bilton ...	34	4	2	William Jackson ...	47	10	6	August Rosanoski ...	27	1	2
Valentine Bizelski ...	78	18	4	John Jacques ...	60	0	2	Bernard Reilman ...	35	13	4
Carl Bielawski ...	34	16	6	Joseph Joronfski ...	69	19	8	F. Rusterhoz ...	30	10	2
Antonia Baretta ...	59	16	10	John Johnson ...	23	16	0	E. Rondinina ...	22	11	5
Fred. Baretta ...	50	2	10	August and Gustave Karkow	111	10	11	George Smith ...	90	4	7
R. M. Crawford ...	38	13	9	Martin Klempel ...	70	13	0	James Smith ...	28	13	9
Joseph Collyer ...	131	6	8	Samuel Lofquist ...	83	4	10	Jacob Shopliski ...	47	13	6
W. L. Cuttance ...	42	17	5	Robert von Lipinski ...	41	11	2	Matthew Shamiilfski ...	3	8	4
Harry Cuttance ...	12	9	2	Fortunata Lucchese ...	31	2	4	John Stobbo ...	31	18	10
John Cronin ...	16	9	8	Francisco Lombardi ...	20	5	3	James Stout ...	6	18	4
Jesse Cox ...	25	12	11	John Murdoch ...	37	19	11	L. W. Sorrenson ...	4	9	8
John Callery ...	42	6	9	Anton Max ...	43	4	4	John Stellar ...	80	7	1
Franz Courowski ...	58	19	1	Moor and Webster ...	23	18	7	John Sporra ...	51	17	1
Tom Chesland ...	12	18	9	Pietro Murcacci ...	14	12	5	Alesio Savieri ...	24	2	1
Roberta Canessa ...	21	11	0	Patrick Mooney ...	14	10	4	Carlo Turchi ...	133	14	6
Egisto Calumai ...	83	10	0	Hugh McKinnon ...	5	9	10	Pietro Toffanera ...	78	14	5
Bartholomew Doherty ...	79	9	7	R. and L. McGlashan ...	81	11	5	James Teer ...	7	4	1
Patrick Dwan ...	106	19	6	D McKenzie ...	40	0	4	Franz Witzki ...	74	2	9
Michael Dwan ...	6	13	7	John McKenna ...	1	18	7	Franz Zimmerman ...	66	19	5
Michael Douitz ...	54	17	0	E. G. Nisson ...	73	3	11	Peter Moore ...	1	18	7
Edmund de Montalk ...	75	6	3	Robert Nelson ...	8	7	5	William Wheeler ...	4	16	1
Silva de Bonio ...	17	7	11	Andrew Nolan ...	66	8	0	Ray and Birch ...	27	14	0
Robert Franklin ...	9	3	6	Neils Neilsen ...	1	9	6				
Thomas Fell and Sons (3)	87	14	8	Martin Osowski ...	52	7	7				
									£3,816	1	8

Jackson's Bay, 28th March, 1879.

Papers connected with Mr. Barff's Evidence.

DEAR SIR,—

Jackson's Bay, 14th February, 1876.

I am happy to hear that you are returned as member for Hokitika, as we in this quarter were in hopes you were going to stand for this district, for we sadly want some one to state our grievances to. No doubt, by this time you have heard of the landing of the German "convicts," as they are called here. The scene on board the "Waipara" was one of the most disgraceful ever witnessed in a civilized community, and will be a lasting shame to Westland, if not to New Zealand. It was very fortunate that the present officials here had not many friends on board, or I am afraid there would have been bloodshed in trying to force the deluded unfortunates on shore. The captain of the "Waipara" personally tried his utmost with his own hands to put them on shore, but soon found out that he had not strength enough, and was forced to let them remain. No doubt they have found out from some of their countrymen of the swindle—for this place is nothing but a complete public swindle, and a useless waste of public money, and no one is wanted here unless he can crawl like the most loathsome reptile. If he cannot do that, he is marked as a bad settler, and his doom is fixed. For my part, I am happy to say I am not a special settler, although I expect to be one of the last to leave this district; and I would wish to state my own grievance to you in hopes that you will advise me what to do under the circumstances.

I was digging (for gold) in Hominy Cove, and, seeing some seals there, I was getting up a party to hunt them when the Resident Agent here told me he would prosecute me if I killed any before the season, &c. Immediately afterwards he allows the fishing company's men to run bullets in the Government forge, and actually starts himself with them on a sealing excursion. Nine or ten skins have been publicly exposed since on the beach here; but no words about prosecuting them, as no doubt Macfarlane is interested, and woe betide any poor man trying to make a pound the same way when Macfarlane has any power. Several parties besides myself who understand sealing, and who intend making it a part of our means of living in this district, are very much dissatisfied, and we have no means of redress here.

Now, Mr. Barff, knowing you for some years, and likewise fully sensible of the same clique trying to keep you back in every shape and manner they possibly could, myself and a great many others are in hopes that you will be the means of an impartial investigation into all the matters connected with this settlement; for if the present arrangements are carried out it will be a lasting disgrace to the

country at large; and poor people here, for the most part with large helpless families, are afraid to complain or say anything. Woolcock is here, but every one knows he belongs to the same clique, and are afraid of making any complaints, as they may be spotted.

You may publish anything in these few lines, or use it in any way you think best, and, while wishing you every prosperity,
Edmund Barff, M.P. I have, &c.,
JAMES TEER.

P.S.—Be kind enough not to use my name except it is necessary, as it is possible to affect me indirectly.—JAMES TEER.

SIR,—

Jackson's Bay, 7th March, 1876.

Not knowing that you were editing the *Evening Star* until Mr. Mackenzie came down and said you would like some one to give you the news of the place, I take the liberty to send you this letter enclosed. If you would take the trouble to make it fit for publication, as I am a very bad writer, I would give you all the facts—if it would not be too much trouble to write them over again. I do not wish you to alter the meaning in any way, only the grammar or spelling. Any letters that appear in the *West Coast Times*, if you would keep me a copy, I would tell you whether they are correct or not; and to any contradiction of any of this I would give the lie.

If you publish this, send two or three copies, and I will send you the cost in postage stamps. Any parcel of papers given to the engineer of the "Waipara," or the captain of the "Maori," addressed to me, would come all right and cost nothing. I do not know whether I want to sign my own name to the letter or not, but as I signed, "Greek," I suppose my own will do to this one. Give me what information you can about writing, as I have never done anything of the sort before.

E. Barff, Esq.

I have, &c.,
JAMES TEER.

SIR,—

Jackson's Bay, 6th March, 1876.

Seeing in one of your papers that you would publish any complaint made to you by the settlers down here, without any of those scurrilous comments such as appear in the *West Coast Times* after the insertion of any letter of complaint that was sent to it, and which disgusted and disheartened the settlers that they thought editors were all alike, until seeing by the tone of your paper and some others that there were some honest, gentlemanly editors, we are sorry that we put them all on the same level with the editor of the *West Coast Times*. As to which complaint to begin with I know not, as there are so many of them, but as there are letters going to nearly all the papers I need only mention a few little items which came under my notice the last day or two.

As soon as the "Maori" arrived, and the news read, the man Courtenay, who made the complaint about his tucker being stopped because he would not sign a certain voucher that would have robbed him of nearly half his pay for some job he had been doing, had his hut taken possession of and a horse stabled in it, after he had paid for his land. The hut, he says, cost him about £20. Now, Mr. Editor, do you call this mean, arbitrary spite, or honest management? Butter that was selling at 1s. 4d. per lb. was lowered to 1s. 1d. when the "Maori" arrived, although she had no butter with her, but they found it would not do to have such large profits when the people began to complain about it. Was it the Government that were receiving those profits or not? I suppose the butter that came down last time by the s.s. "Waipara" all cost the same price in Hokitika. How was it on Christmas Eve? The Government store was turned into a grog-shanty; every man running away with a bottle of Dunedin whisky or brandy, valued at 5s. or 7s. per bottle. Who was receiving the profit? I thought the keepers of sly-grog shanties were punished. Before that time you could not get a drop for medical purposes, unless you were a favourite of the Resident Agent; then you could get a whole bottle if you wanted it. I have seen a bet of 10s. and a bottle of brandy won on that. A man, being unwell, went to the store to see if he could get a drop of brandy, but he could not get any. When he came back a favourite made a similar bet and won. By going there and saying that he had some friends in his house he got a bottle of brandy. This is what causes so much complaint. We thought every man taking up land and paying for it was allotted the same privileges, but it is not the case here by any means. A good man has no business here if he cannot crawl and cringe. He is a bad man some way or other. Pentridge Stockade is a fool to it. But since, as I said before, we have found that there are gentlemen connected with some of the papers, we will now be able to make our grievances known to the public. Some of the settlers here must be making a good thing out of it, while others are trying to raise money enough to get away, but they say no matter how much they work their accounts get no smaller. If one man gets £4 7s. per chain for cutting a ditch, while another for doing the same work gets only 30s., the man who gets the £4 7s. need not give the place a bad name; he says it is the best place he has ever been in during his life, and I believe him, when he and his boy can do nearly two chains per day. This is contract work, but no tenders were called for. I heard our worthy postmaster saying that his tender was the lowest on two occasions, but as he was not a favourite at the time he did not get them. He says it would have paid him, and that it must have paid the highest tenderer well. Mr. Editor, can you inform us what right Mr. Nightingale has to interfere with the settlers? He is a gaffer on the road. He took possession of Courtenay's hut, and threatened him if he went near it. He must be the Resident Agent's legal adviser, for he says he takes possession on a point of law. He must be a great lawyer. I heard of him a few years ago doing the dirty work in an arbitration case at Greymouth. He acted as guide or pimp to Mr. Woolcock when going round here. He carried two small bottles round with him. I think they were vials of wrath to be poured out on the head of any complainant—such as in Courtenay's case; so there was not much chance of Mr. Woolcock getting near the truth. If we do not get some honest gentleman to make an inquiry, one who will not allow a pimp to be sent round with him, the public will never know the half of the facts connected with the management here. I believe we are getting a little "luny" here. You cannot blame us, as the Resident Agent spread the contagion. He is troubled at present with kerosene shale. As soon as the saw-mill timber subsided, the coal mania was next; but I think Mr. Batty, from Greymouth, has cured him of

that. I do not think copper will trouble him. One store at Hokitika burst on that. If they do not risk the Government store here it will be all right. I hear that our local geologist, Mr. Wheeler, is engaged at 8s. per diem to collect the shale specimens. Gold would send him off altogether. He says gold-digging is the ruin of any new country; and if any settler would be foolhardy enough to go prospecting he would likely find his hut, if he had one, turned into a stable on his return. Between coal, timber, kerosene shale, and such combustible matter laying about in such profusion, I think we are likely to have an explosion soon if it is not better managed. By the bye, Mr. Editor, can you inform us if Mr. E. Barff has turned a Roman Catholic, as I see by the *West Coast Times* that it was the Irish Roman Catholics, or Greeks, as he sometimes calls them, who returned the said Mr. Barff. I am afraid that the editor of the *West Coast Times* has got something on the brain since his non-election for Hokitika. If the poor fellow wanted to be returned so badly, why did he not come down and stand for this place, where his interest lies? We wanted to see him, and would have returned him [back to Hokitika, I mean], with a new suit presented to him. There is some tar to be got, and feathers are plentiful here, so that it would not cost much. We do not forget the butter-and-jam settlers yet, nor other of his vile, scurrilous epithets launched at us through that low crawler for power. But I suppose he must obey his master like any other slave. I mean the masters who are reaping all the benefits from this settlement. It was a good spec. for some steamship-owners, making money out of us poor deluded wretches who were sent down here under false representations. Is there no law to punish wholesale swindlers? I wish I were a German, as they can get constant work, which enables them to raise a cheque and by this means carry themselves away. Although they want £50 bonus and the land free to take any up, they are not such fools as they are taken to be—not half so soft as the Britishers. I do not blame the Resident Agent for making a stable of Mr. Courtenay's hut, as he did not do as he promised when he built it. There was not as much dry ground on the ten-acre section as would give leave to build a 10 x 12 hut, so the Resident Agent gave him leave to build on the gravel reserve, but Courtenay was to sow the ten acres in rice, as he understood that sort of farming, he having been a good few years in the Mauritius. But when the Chinamen did not come down he thought it would be a bad spec., and he did not fulfil his part of the contract, so that he deserved to lose his hut, after it costing him £20, and the swamp he paid £3 for—the first year's instalment. I met James Teer on the beach the other day. He looked very low on it. His tucker was stopped—that is, he was threatened by the Resident Agent with the law if he killed any seals before the close season was out, and you must know that seal has been his natural food for some time, and the opposition of the new company's fishing; but he says he has another spec. in view if the Resident Agent would not interfere with him again. You know he started, with the fisherman, to shoot all the seals on the island, so that they would not have a chance; but he only got ten, I believe. He means to take up five or six of the fifty-acre sections, and start an eel-fishery. He says it would not be expensive, as there are not more than ten or twelve feet of water on any of them; but as there would be so many left, for opposition the Resident Agent might get up another company, and spoil that game too. But he says there is just water enough to float a small company. They could monopolize the lot before the Resident Agent would be aware of it. But he has not made up his mind yet. I hope I am not intruding on your valuable time or space, and that if you do publish this letter you will not comment on it and try to make facts appear fiction.

I have, &c.,

A GREEK.

The Editor of the *Evening Star*, Hokitika.

SIR,—

Jackson's Bay, 8th March, 1876.

Will you please allow space to insert the following in the columns of your paper:—Caution to diggers and prospectors, and all or any concerned in the development of the mineral resources of this delightful country.—Do not come to Jackson's Bay; more especially if you are a sober, steady, striving man; losing your time, and working entirely upon your own resources, without any aid from Government whatever. If you should get stone-broke and on the shelf in this jungle, any settler will give you a few meals or a shake-down. Though poor, there is benevolence, generosity, and hospitality existing amongst them to as great an extent as I have ever seen existing in any colonial community. They are mostly the true grit. But the case is quite the reverse with Mr. D. Macfarlane, the Resident Agent, or any of his satellites that revolve around him in their own little circle. By these, a digger or any person that is seeking for gold, or any other person looking for metal of any description, is looked upon as an animal that ought not to exist on the face of this earth. They will not condescend to speak to such a thing. If you get hard-up, you can perish. You will not be allowed to work, no matter how able and willing; but you can tramp 150 miles, to Hokitika, and bless yourself that you cannot pay the ferrymen on the road. A hard-up prospector is not allowed to work, though I believe there is plenty offered by the Government. There is no gold on these beaches as stated in the pamphlet. Mr. Editor, this place is a dead and total failure, and never can be a success. There will be a pretty kettle of fish here when the Government stop the tucker; at the end of a few months people must starve. Let some person, not connected, overhaul this Government store and books, &c., and you will see what you shall see.

I subscribe myself,

A ROAR FROM THE JUNGLE—PROSPECTOR.

The Editor of the *Evening Star*, Hokitika.

SIR,—

Jackson's Bay, 9th March, 1876.

If you can afford space in your column within a short time from this date, will you kindly publish my treatment as a settler or digger on and near this settlement of Jackson's Bay? I came down here by the "Waipara" the second time she brought settlers, as a settler. I was asked by the Superintendent, in the presence of the Provincial Secretary, both of this province, if I had any means. I replied, Yes, and that I intended to prospect the country in search of alluvial gold and quartz reefs. The pamphlet published regarding this place plainly states that the settlers can leave off work and make a few pounds on the beaches, allowing the settlers to go digging if they choose. Now, the gold on these beaches, according to my experience of twenty-three years' standing in these colonies, with

good gold-saving apparatus, would go about a pennyweight to a ten-acre paddock. Now, why do Government officials make these erroneous statements? The gold, land, timber, &c., would be a dear bargain at half-a-crown an acre. But I must return to my own affairs. When I arrived at the Bay, I went to work for a few days; then I went digging—it did not pay. Then I went prospecting this delightful country at my own expense and loss of time, until I had not a red cent left. I then, at the expiration of ten months, returned to the settlement with health and strength impaired through the hardships and hunger I had undergone, and not the means of living. I applied to the Resident Agent for my ten-acre allotment, and work and tucker, explaining at the same time that I would honestly work and honorably pay for the same, and I was absolutely refused by the Resident Agent, who insinuated that a digger was not a settler, and had no business here whatever, and that I could go back where I came from and dig again. What a nice prospect—to tramp to Hokitika, in a starving state, and not a cent to pay the ferrymen! Why, they would eat me. After spending nearly £60 sterling, and losing ten months' time. Well, after some discussion, I was allowed a little tucker, 25 lb. of flour being one item, which was all the flour I had from the Government store for nearly seven weeks. I did some odd jobs for the settlers for some tucker, because I was refused Government work for a whole month. I was then bullied because I had not been at work. I then went to heavy navy-work, living on soda and acid damper, without any meat for some time. I then sent for a stock of tucker, and I was refused. The ganger I worked under can prove, if he speaks the truth, how I did my work, and whether I am a man or a mouse. I can do a fair day's work with any average man in these colonies. After a time I got tucker. I worked about seventeen days. I then left it. Having no book at the time, I thought I had a few shillings to receive, but I am in debt something through the high price of provisions. I have left the work in disgust, and I am trying to get a little gold on the tucker I have earned, and then, in the event of failure, there is an insolvent track. If I had been heavy in debt like many that I hear of here—but I cannot say—I should have had the preference of work and contracts at a good price to clear the debts. There is favouritism here. Half-time is the agreement with the Government. Some men are always at work; others are not. The settlers that I have come in contact with are men of the right sort. I have no doubt some like the place, and would stop here with proper management. They one and all behave well to me, and I wish them every success. I should advise any working-man that comes here in the future never to admit that he is a digger. The only reason that I can assign for this aversion to these animals called diggers is this—that should payable gold be struck here, and a rush take place, that moment those receiving Government salaries here lose their situation and pay, and private individuals will open stores, and other vessels carry the cargo and receive the freights. The way that I have been treated here is out of some motives of private revenge, which I care nothing about, for I am innocent of ever having done him an injury. You will understand the man sells slop clothes and vitriol, otherwise called whisky. He has only received 5s. from me. I have heard of a respectable married woman being refused a drop of brandy when she was in a bad state. Now, Mr. Editor, I have spoken the truth, and nothing but the truth. Should a competent person be sent down here to make a searching investigation, the writer of this will be forthcoming, both name and man, for an interview with him, for I do not swallow my own words.

The Editor of the *Evening Star*, Hokitika.

I have, &c.,

A DIGGER.

SIR,—

Jackson's Bay, 9th March, 1876.

Permit me through the medium of your valuable columns to refer to the conditions under which we became settlers of Jackson's Bay. The pamphlet published by authority of the Government stated that provisions would be supplied to us at cost price. Now, our interpretation of the words "cost price" was, that provisions would be sold at the actual cost price, with freight added. When we arrived at the Bay the price of colonial flour, in Adelaide bags, was £24 per ton; while real Adelaide flour could be bought at Hokitika, retail, at 17s. per 100 lb. This, being the chief item of food, will give an idea of the price of articles in general. No one would have attempted to come to settle and work at Jackson's Bay for one shilling an hour had they known that all their earnings would be required to keep them in the rough necessities of life. Had we been allowed to continue to work on the road till the fifty-acre sections were open for selection, we should have been in a position to make improvements on these large blocks of land which would benefit us and the country in general. But, instead of this, we were compelled by the Resident Agent to build huts and cultivate the ten-acre sections. Now, the result of this unlawful act of the Resident Agent in compelling us to clear and cultivate part of the ten acres is, that we have wasted twelve months' labour on useless land, and have been driven into debt to the amount of from £20 to £60 each, and are now deprived of the means of taking possession of the fifty-acre sections.

It seems to have been so arranged that we should not receive any money for work done, but be compelled to remain in debt, so that we should not be able to get cheap provisions from the s.s. "Maori" which calls at this place monthly. It is well known that Hokitika goods have been palmed off on the settlement at a higher price than could be realized in any gold-fields market throughout the colony.

Those that dared to insinuate that provisions and clothes were sold at an extortionate price were not allowed to earn much money; while, on the other hand, those that said the least about the Yankee-grab business were allowed to earn a large sum of money in a short time, by contract work, without being tendered for, to clear the debt. Any settlers that intended to look for gold in the vicinity of the Bay were told that they could not be recognized as *bonâ fide* settlers, and were accordingly kept in a state of oppression by the Resident Agent and all others in authority in this place. The only way we can account for such conduct is that a discovery of a gold field near Jackson's Bay would introduce other storekeepers, and affect the present trade.

The Editor of the *Evening Star*, Hokitika.

I have, &c.,
ANOTHER SETTLER FROM JACKSON'S BAY.

SIR,—

Jackson's Bay, 8th April, 1876.

In looking over the columns of the *West Coast Times*, I and a good many more were greatly astonished at the Resident Agent's report on the price of provisions here. There must be some gross mistake somewhere, as the prices given by the Resident Agent do not at all agree with the prices given

in our store-books or pass-books. He gives butter, 1s. 2d.; our books show 1s. 5d. and 1s. 9d. per lb. Preserved meat he gives to the public in Hokitika, I suppose, for 10d. per lb.; while in our books the last preserved meat was 1s. 1d. to 1s. 2d. Oatmeal he gives at £25 per ton; in our books it is 4d. per lb.—or £33 per ton—or 15s. per 50lb. bag, which makes £30 per ton. Bacon in report, 1s. 2d.; in our books, 1s. 5d. But it is useless quoting any further. Some few of the prices given by the Resident Agent agree with our books; but they are articles that don't amount to much. Potatoes he does not mention, but I will. I think it was the last lot but one that came down that were sold to us for 12s. per cwt. I understand from good authority that they were bought on Hokitika wharf for 1s. 3d. per bag—3d. for the potatoes and 1s. for the bag. Now, Mr. Editor, if this can be true, was it possible that such a barefaced swindle could be done under the eyes of the Hokitika managers, or that they would allow it if they had no share in the profits? Such would not be the case if we had an independent gentleman or an honest man managing here. Those articles which were not fit for use would have been sent back to the vendor, as our complaints are more against the quality of the article than the price, which makes it dearer still, getting bad articles; and we are always short of a good many of the little necessities that would make inferior articles palatable, as they are only wasted. We had had no tea for some time before the arrival of the last steamer, so that bad flour was not well relished; but what makes it worse, we are told that we will get none of the good flour till the bad is consumed. How long will this sort of thing last, or shall we ever have an impartial inquiry? Mr. Editor, I am requested by Mr. James Courtenay to inform you and the public that he is ready to prove, on oath, that it was by the Resident Agent's advice that he built the hut on the reserve, as he said it might never be wanted. He has got a witness in his mate, Michael M'Kenna. The insults and degradation some of us receive at the store are not enough, but we must be further insulted by false reports and mock inquiries. The first inquiry was held by a man from Greymouth, who first got an order for some stores, and was then sent after them. The next, I understand, got a free passage in the "Waipara;" you may guess what his report is worth. Mr. Commissioner James could tell you the reason one man gave him why there would be no complaints. As Nightingale was sent round he told Mr. James that his wife and children were bare-footed, and pretty nigh naked. He did not want them starved with hunger as well, as the Resident Agent's prime minister was there to mark him. Since the news of so much complaint has come here, we are now denied writing material at the store; we are told there is none. These are a few facts, Mr. Editor, but paper is short, and I cannot borrow any more.

I have, &c.,

A SETTLER.

The Editor of the *Evening Star*, Hokitika.

SIR,—

Jackson's Bay, 9th April, 1876.

I and others are very thankful to you for the way in which you are taking up our grievances, and hope at some future time to show our gratitude to you for the trouble you are taking. If you could possibly come this way on your going to Wellington, we would give you some cheers, at all events. It would be the only means in our power to acknowledge our indebtedness to you. Mr. James Cheek is the person I allude to in my letter as having spoken to Mr. Commissioner James. If you think it worth while, eight or ten of us would send up our pass-books to you to show the difference between them and the Resident Agent's report. All I have mentioned in my letter is true, so that I hope you will have space to publish it. We cannot get any paper; that is the reason I did not write per steamer. Things are a little cheaper since Woolcock's visit. The prices I give are copied from the pass-books, so that they cannot be confuted. With good wishes for your advancement in life,

I have, &c.,

JAMES TEER.

E. Barff, Esq.

SIR,—

Jackson's Bay, 8th August, 1878.

There is a petition on its way to you, and a copy to Mr. William Gisborne and the German Consul, signed by the settlers of Jackson's Bay. The charges in the petition can be proved if an inquiry be held. Macfarlane and his few friends are going around to the Germans, telling them that they will get six months for signing it, and he wants them to write a letter stating that they did not know what they had signed. He got two Germans who did not sign to write a letter and give it to him, as he is on his way to Wellington. We beg of you to use your influence and help the petition, for if Macfarlane is left in Jackson's Bay we who signed the petition will have to leave. It is the firm opinion that he is in partnership with Marks, the storekeeper, and Robinson, the butcher. If Macfarlane is not shifted from Jackson's Bay it is of no use for the Government to vote any more money for the settlement. It is of no benefit to the settlers, but only to him and his chosen few. I hope you will drop a few lines to me.

I have, &c.,

BARTHOLOMEW DOHERTY.

E. Barff, Esq.

SIR,—

Jackson's Bay, 8th August, 1878.

We, the undersigned special settlers at Jackson's Bay, humbly pray that a minute and searching inquiry be made into the affairs of this settlement, such being in our opinion absolutely necessary for the future existence of the same.

Petitioners take the liberty of mentioning a few of the many matters which call for investigation:—

1. Petitioners have good reason to believe that the money granted for the settlement has not been expended judiciously nor to the advantage of the settlers.
2. Petitioners' names have in several cases been signed to vouchers without their knowledge, and the money unaccounted for.
3. Petitioners have often been kept waiting payment for work done until forced by necessity to accept payment by means of an order from the Resident Agent on Mr. Marks' store, where goods are sold 30 per cent. higher than petitioners could purchase them elsewhere for cash.
4. Petitioners can cite instances where contractors have been required to sign for the full amount of their contract and the men employed by such contractors have also been requested to sign to the Resident Agent a voucher for the

several sums earned by them on said contract. Petitioners are firmly of opinion that settlers cannot remain to make homes for their families in this place while the present Resident Agent has the control of affairs; neither can the settlement become a success.

Petitioners hope that you will cause an immediate inquiry to be held, where settlers will have an opportunity of giving evidence or stating grievance, and petitioners as in duty bound will ever pray.

E. Barff, Esq., Wellington.

[Here follow thirty-six signatures.]

SIR,—

Jackson's Bay, 8th August, 1878.

The people here are in a very miserable condition, and the Resident Agent is now going to Wellington to get still greater power over the unfortunate few settlers who are compelled to remain. This petition is forwarded to you in the hope that you will use your influence to cause an inquiry to be held, when many matters of a startling character will possibly be brought to light.

At the present time the Resident Agent will only pay for work on the 1st of the month with an I O U, which is only cashable at Mr. Marks' store, and then only goods are obtainable, and goods must be taken for the full amount of it, and goods are very dear. Copies of the petition have been sent to the Hon. Mr. Macandrew, Hon. Wm. Gisborne, and also F. A. Krull, Esq., German Consul.

E. Barff, Esq., M.H.R.

I have, &c.,

MICHAEL DWAN.

SIR,—

Hokitika, 7th December, 1878.

I desire to call your earnest attention to the fact that the Jackson's Bay Commission should commence its labours in Hokitika, for a variety of reasons. The return repeatedly promised by the Government, to show in detail the manner in which the sums set apart for the settlement had been expended, together with the names of the persons who had received the money, can, I presume, be only prepared from the Hokitika documents. This question was repeatedly brought under the notice of the Government in the House; and on one occasion, when I asked when the return would be laid on the table, I was informed from the Government benches "that it would be unnecessary to prepare the return, as the Commission about to be appointed would investigate the whole question." Again, a large number of persons who have at various times been driven from the settlement after being completely ruined, are now residing in Hokitika and the surrounding districts, and are anxious to give evidence before the Commission. I may add, that the industrious, hardworking lives of these men furnish a practical contradiction to the statements repeatedly set forth in the official reports, to the effect that those who complained, and left the settlement, were lazy "ne'er-do-weels," and that Jackson's Bay was well rid of them. In ordinary fairness and justice to the ex-settlers now resident in this district, I do sincerely trust that they will have full opportunity afforded them of giving evidence upon oath as to the treatment they have received.

Hon. Robert Stout.

I have, &c.,

EDMUND BARFF.

P.S.—But for the fact that I have been ill, and confined to bed during the whole of the past fortnight, I should write at greater length.—E. B.

MY DEAR SIR,—

Bankton, Dunedin, 21st December, 1878.

I am in receipt of your letter regarding the Jackson's Bay Commission. The Commissioners have been informed that they must make full inquiries at Hokitika, so that the whole truth regarding the settlement may be brought out. I feel sure that the Commissioners would take it as a favour if you could assist them by informing them of the persons likely to be able to afford them aid in their inquiries. I exceedingly regret that the settlement has not been a success, but I still hope brighter days are in store for South Westland.

E. Barff, Esq., M.H.R., Hokitika.

I have, &c.,

ROBERT STOUT.

SIR,—

Kumara, 6th March, 1879.

I should have replied to your telegram and letter before this, but I have been seriously ill, and confined to bed since Monday last. I might perhaps have written yesterday, but for the fact that the failure of the Government Printing Department to circulate *Hansard* among members has given me no small amount of inconvenience; and, even now, there are, I believe, one or two references to Jackson's Bay which, after a most wearisome search through the weekly numbers, I have failed to discover. I beg to call the attention of the Commission to such references as I am enabled to make. On the 7th of August, 1878, I asked the Premier, "Why a Commission to inquire into and report upon the working of the Jackson's Bay and Karamea Special Settlements has not been appointed in accordance with promises made last session?" Sir George Grey gave a very indefinite reply, which was most unsatisfactory to me. On the 9th of August I asked the Premier, "If he will lay before this House a return showing, in detail, the manner in which the funds expended in connection with the Jackson's Bay Settlement have been spent, and the names of the persons who received the money, with the amounts, in detail, placed opposite the names of the recipients." I lay special stress upon this return, which, if prepared in detail, with the vouchers and sub-vouchers, will prove at once, either that the money has been wisely expended—and, in that event, the result will be most satisfactory—or if, on the other hand, the return shows anything of an opposite nature, then it will be apparent that the public interest demanded the inquiry. Sir George Grey replied to my question by promising that the return asked for would be laid upon the table. Later on in the session, I asked, without notice, when the above return would be procurable, and the reply from the Government benches was, that the Royal Commission would be instructed to inquire into the matter, and furnish the return. On the 29th of August I moved, "That the Government be requested to take immediate steps to cause a public and impartial inquiry to be held into the working of the Jackson's Bay Special Settlement, and that any persons who may feel themselves aggrieved may have ample opportunities afforded them of giving evidence on oath before any tribunal that may be appointed." This was seconded by the Hon. Mr.

Gisborne; and the Minister for Lands, on behalf of the Government, stated that it was their intention to appoint a Commission, and their reason for doing it was because they had been requested to do so by the Resident Agent. The above reply is somewhat remarkable, inasmuch as in the session of 1877, correspondence between the Hon. J. A. Bonar, when he was acting as Governor's Delegate in Westland, and the Government of the day, was placed upon the table of the House, and printed, containing a communication from Mr. Bonar, in which he distinctly stated he considered that no inquiry into the working of the Jackson's Bay Settlement was necessary. The correspondence to which I refer will, I think, be found in the Appendices to the Proceedings for the year 1877. My resolution of the 29th was carried on the voices, after a short but somewhat lively debate. Subsequent to this, deputations from both Houses waited upon the Government to discuss matters connected with the projected Commission, and an opinion was unanimously expressed that the Commission should include a qualified accountant, and the names of Mr. Sperry and Mr. Macallister were suggested. I may add that Sir George Grey, on more than one occasion, urged upon me to take a place upon the Commission, but I declined, on the ground that I would prefer to see the inquiry conducted by gentlemen who had no connection with the West Coast, and, further, that I was not unbiassed, having made up my mind on the whole question years before.

I call attention to the remarks I made with reference to the Commission on the day of prorogation. I desire to state that the time which has elapsed between the promise of the Commission in 1877 and the present date has not been favourable to a full inquiry, as an overwhelming majority of the persons who complained of their treatment at Jackson's Bay have from time to time left the settlement for other parts of the colony. I am not aware that I can furnish the Commission with any other particulars. I was very careful to bring out openly in the House—avoiding, as far as possible, personalities—all the facts which had been brought under my notice. I may, however, suggest to the Commission that Messrs. Pollock and Bevan, merchants, and Mr. Joseph Churches, merchant, all of Hokitika, can, I believe, furnish valuable and very definite information with regard to a shipment of damaged and valueless potatoes, which were forwarded in a very roundabout manner to Jackson's Bay, and also as to the fact of no tenders for supplies for Jackson's Bay being invited for long after the settlement was formed. Upon the latter point, and other matters connected with the settlement, Charles Woolcock, Esq., M.H.R., who was Provincial Secretary during a considerable portion of Mr. Bonar's Superintendency, informed me in Wellington that he would give information if he was called upon to do so.

I would suggest that valuable information might be derived from a careful comparison between the Hokitika and Dunedin trade prices for the several years since the formation of the settlement. When I call attention to the Jackson's Bay Handbook, which was printed and circulated to induce persons to establish themselves at the settlement, and to the highly-coloured official reports which have appeared from time to time in the *West Coast Times*, and, I presume, been forwarded to the Government, I have no further information to furnish or suggestions to make.

With reference to the notice I have received to attend the Commission and give evidence, I have only to say that for me to travel at the present time is a physical impossibility, and that no disrespect to the Commission is intended. Should anything new occur to me in connection with the settlement, I will at once communicate with the Commission, and am fully prepared to answer any questions put to me. Should my health fortunately improve, I shall be ready to attend the Commission.

I have, &c.,

EDMUND BARFF.

H. Bunny, Esq.,
Chairman, Jackson's Bay Royal Commission.

SIR,—

Kumara, 2nd April, 1879.

I propose, if possible, to arrive in Hokitika on Thursday or Friday. I request to be supplied with a copy of the evidence given by Mr. Bonar, Messrs. Pollock and Bevan, and that portion of the evidence of Murdoch which relates to the potatoes. My object for making this request is, that I have received several letters which state that the published reports of the proceedings of the Commission are entirely unreliable, and, in some instances, entirely opposed to facts.

I have, &c.,

EDMUND BARFF.

H. Bunny, Esq.,
Chairman, Jackson's Bay Royal Commission.

Letters put in by J. Murdoch.

DEAR SIR,—

Resident Agent's Office, Jackson's Bay, 24th February, 1877.

In looking over the specifications for Peri Street I find I was wrong in saying that the contractor was to have the use of wheelbarrows and planks; this proviso occurs in the specification for work to be done on the School Reserve. Consequently you will require to furnish your own plant, as I shall be unable to supply both parties. I think it would be as well if you could come in this afternoon and sign the contract, as until that is done I cannot consider the contract taken.

I have, &c.,

D. MACFARLANE,

Resident Agent.

Mr. J. Murdoch, Arawata Road.

SIR,—

Arawata, 15th December, 1877.

I desire to call your attention to a matter between the Resident Agent here and myself regarding supplying meat to settlers. I have had some fat cattle this last eighteen months, and the settlers were desirous of dealing with me instead of paying a higher price at the store or elsewhere; but, as they get no money, I had to treat with Mr. Macfarlane, who chose to think the settlers did not require any every time I spoke to him on the subject (except on two occasions, May, 1876, and May, 1877), although my price was a penny to twopence per pound less than the settlers had to pay. At

length I was able to supply the settlers week about with Mr. Robinson, getting a guarantee from Mr. Macfarlane to be paid by him out of the settlers' earnings, on the condition that each settler received only a small quantity each week, which was most satisfactory to the settlers and myself. It appears there is something not right, for Mr. Macfarlane has informed me that he will not pay me for the meat I may supply to the settlers, the reason given in his communication being that I refuse to serve the Okuru settlers, such reason being unfounded. I submit that if I had refused that was not a sufficient reason to coerce the settlers to get their meat in one place while they thought they were better served in another. By the way, I have not got payment for meat supplied at Okuru in September, although charged against the settlers in the Government books. Also, I sold a cow to a settler here in October, and was informed by Mr. Macfarlane that I would receive the balance of price when some account became payable. He now informs me that he has placed the said money against that settler's provision account. I have asked Mr. Macfarlane to forward you a copy of correspondence on this matter, and I would respectfully ask you to deal in this matter as you think fit.

I have, &c.,

JOHN MURDOCH,

A Settler.

E. Patten, Esq., the Officer in charge of the settlement.

SIR,—

Arawata, 15th December, 1877.*

I desire to bring under your notice how some matters are carried on in the Jackson's Bay Special Settlement. I have to complain of the manner in which we are allotted the work promised by the Government. On the 19th February I tendered for the formation of five chains of street in the town of Arawata. My tender being accepted, I offered to sign the contract at once. I was told that duplicates had to be made out for the offices here and at Hokitika, and that I might sign the contract when I came to start work. I got timber sawn for barrows and planks on this contract. I had just got enough when I saw Mr. Macfarlane on Friday, 23rd, at the settlement. He said I might have the use of some Government barrows and planks. I informed him who was going to work with me, giving him the names of five settlers besides myself. It was agreed that we should start work on Monday, 27th, in the meantime getting flax to tie fascines. Next day, 24th February, I received a letter from Mr. Macfarlane, a copy of which I enclose.† I took my tools and a bundle of flax to the work, and then saw Mr. Macfarlane at his office. He informed me that he had moved a peg, the commencing point, some twenty-five feet, and that I would have to build a culvert over a side-drain. On inquiry he said he would allow nothing for the additional labour. I declined the offer, but informed him that I was prepared to carry out the contract according to the original specification, or the now proposed alteration for an additional £2. He informed me in these words: I shall allow you nothing on account of the alteration, and I will not allow you to put a pick in it until you sign the contract. I pointed out to him that there was no culvert in the original specification, and to a clause in the articles of contract which provided that all additions or alterations were to be paid for such sums as may be agreed upon, which he said did not apply, as the contract was not signed. I said I should hold myself in readiness to carry out the work for which I tendered if called upon to do so. He said if I would not carry it out as at present pegged, without an extra charge for the culvert, he would take care I would have nothing to do with it. I also tendered for some road formation on the 1st December; the tenders were declined as being too high. The work was re-advertised with the alteration that barrows and planks or truck and rails would be supplied to contractor by the Government. In the meantime the amounts of the previous tenders were divulged from the office, and I was informed of the fact, and complained to Mr. Macfarlane before re-tendering; but I got no satisfaction. The consequence being, that the English-speaking portion of the tenderers, four in number, were thus: B. Doherty, £5; John Murdoch, £5; Wm. Jackson, £4 18s.; and A. Macarthur, £4 17s. per chain.

I have, &c.,

JOHN MURDOCH.

E. Patten, Esq.

SIR,—

Hokitika, 15th January, 1878.

I beg to acknowledge the receipt of your letter, dated the 15th of December, 1877, re supplying meat to the settlers at Jackson's Bay, and complaining of the action of Mr. Macfarlane, the Resident Agent, in the matter, in not protecting you in recovering payment thereof by deducting from the settlers' earnings the amount due to you. In reply, I have to inform you that, as the Government stores have been disposed of to Mr. Marks, who will in future supply all goods to the settlement, such a practice cannot now be carried out. You will, therefore, have to use your own discretion in the matter of supplying the settlers with any meat they may require.

I have, &c.,

EDWIN PATTEN.

Mr. J. Murdoch, Jackson's Bay.

SIR,—

Government Resident Agent's Office, 28th February, 1878.

I am under the disagreeable necessity of calling upon you to withdraw certain malicious falsehoods uttered by you about me in my public capacity, to the Hon. Mr. Macandrew, Minister for Lands, and the Hon. Captain Fraser, in connection with what you are pleased to call the "truck system," and the issuing of orders to settlers. You stated to the Hon. Mr. Macandrew, the representative of the Government, that I had established the worst kind of what is known as the truck system; and, in the second place, that I had given orders to the settlers which compelled them to buy their goods from the store kept by Mr. John Marks. I, therefore, demand that you at once withdraw the above statement in as public a manner as you have attempted to malign my character; otherwise the matter will be placed in the hands of my solicitor.

I have, &c.,

D. MACFARLANE,
Government Resident Agent.

Mr. J. Murdoch, Arawata Road.

* This letter has been noted as not having been seen by Mr. Patten. † Vide page 81.

GENTLEMEN,—

Arawata, Jackson's Bay, 13th March, 1879.

I beg to acknowledge the receipt of your note of this date by favour of Sergeant Barrett. In answer thereto, I think it would be advisable to call every settler to attend the inquiry, if it is at all possible to procure their attendance, as something is sure to crop up in connection with almost each one. I gave Sergeant Barrett two additional names of persons who are working on the Haast Track; but as we had some trouble in finding out the names of persons at work there, I forgot the names of Warren Cuttance, who was the means of sending the only persons to work at the Haast Track who had signed the petition; also, Andrew Nolan, who had some of the grass-seed spoken of by me one day at Hokitika; also, W. J. Wheeler is up the Arawata River, whose evidence, I think, should be procured.

I have, &c.,

JOHN MURDOCH.

The Commissioners, Jackson's Bay Inquiry.

I WENT to Jackson's Bay about the 19th of January, 1875. I expected to get half-time labour, or £62 12s. each year for two years. The first year I got work for £51 4s. 4d., less £2 stopped for boating, leaving me £13 7s. 8d. short for the first year. The second year I earned £68 10s. 9d.; leaving me about £7 9s. 11d. short for the two years. Had I received my proper amount of labour for the first year and payment in cash, I could have provided myself with goods 20 per cent. cheaper than could be obtained at the store kept by Mr. Macfarlane. From the 1st of March, 1875, to the 31st of December, 1877, I never received any payment in cash.

SIR,—

Arawata, Jackson's Bay, 27th March, 1879.

I beg leave respectfully to say that I was taken by surprise at the abrupt close of the proceedings this afternoon. I had, at the request of the Commission, my books present to show the amount due by settlers for meat supplied by me under Mr. Macfarlane's guarantee up to 15th December, 1877, and the amount still outstanding. And I wished to show the Commission the prices charged settlers for goods during a few months before and after the petition was got up, so that you might compare them with prices charged where their order was available. I will attach a list, and ask you to obtain a list for same period from Mr. Marks' store, if you please to do so. As to third clause of petition, I never wished to throw discredit on Mr. Marks. I always considered he had a perfect right to charge whatever price he liked for his goods; but that settlers, either through getting very little work and having to wait long for payment, had to take orders which were only available at Mr. Marks' store—for instance, Burmeister and Shopeliski have stated this in their evidence. And similar complaints have been stated to me by Antonio Max and Joseph Hevert (now here); — Lerika, John Jacques, Carl Belifski, and V. Bilski (now in Taranaki); Joseph Gorofski and John Stobo (now in Hokitika). Hence my application to Mr. Macfarlane on the subject in February and March, 1878.

I have, &c.,

JOHN MURDOCH.

The Commissioners, Jackson's Bay Inquiry.

A LIST of PRICES at which Settlers could obtain Goods for Cash during the months
June to November, 1878.

FLOUR, per 100 lb., June 18s., July 18s., August 18s., September 15s., October 15s., November 15s.; oatmeal, per 100 lb., June 24s., July 26s., August 26s., September 26s., October 26s., November 26s.; pollard, per bushel, June 2s. 3d., July 2s. 6d., August 2s. 6d., September 2s. 6d., October 2s. 6d., November 2s. 6d.; tea, per lb., June 2s. 6d., July 2s. 6d., August 2s. 6d., September 2s. 6d., October 2s. 6d., November 2s. 6d.; sugar, per lb., 6d., and per mat, 5d. per lb.; matches, 2d. per box; candles, 1s. per lb.; beef, per lb., 5d. to 7d., and 5d. to 6d.; mutton, 5d. fore-quarter, and 6d. hind-quarter; butter, fresh, 1s. 3d. per lb. Flour, oatmeal, and pollard, if taken from beach on arrival of steamer, were 1s. per 100 lb. less than above prices. Also, rye-grass seed, per bushel, 8s. 6d.; clover, seed, white and red, per lb., 1s. 3d.

JOHN MURDOCH.

P.S.—As I often paid freight to settlement, 2s. per 100 lb., entries will occur at 2s. higher than above prices, such as John Jacques' bill, freight added to price delivered at settlement.—J. M.

Communications furnished by the Hon. Captain Fraser, M.L.C.

SIR,—

Jackson's Bay, 7th December, 1878.

I make bold to send you the enclosed for your information. I can assure you that I have not drawn on the imagination in the least. If you are in communication with the Italians who left this place you may believe them. I forward to you enclosed a statement in Italian. The complaint was made to me in English, and, you see, was embodied in the petition. We hope the Commission will come soon.

I have, &c.,

JOHN MURDOCH.

Captain Fraser.

Da Jackson's Bay, 29 Novembre, 1878.

I SOTTOSCRITTI dichiarano quanto appresso:—

1. Il Tofanari, instigato da Mr. Nitiughel a porre il suo voto in di lui favore, egli acconsenti credendolo il candidato e non essendo cognito sul sistema di votazione dichiara il suo voto contro la sua volontà.

2. Il Fabbri convinto di aver dato il suo voto per Mr. Merdah dacchè entrato nell'ufficio di votazione. Mr. Mahfaler li domando se avesse voluto votare come il Tofanari cioè è per Nitinghel, ma il Fabbri rispose con un no, e disse ben chiaro per Merdah siccome il Mahfaler esegniva da se la funzione di cassare (almeno gli Italiani) non sa il Fabbri quale dei due candidati sia stato cassato il nome.

3. Rondanina pure era in piena convinzione di aver dato il suo voto a Nitinghel non essendoli stata presentata la scheda solo che pregata onde porla nell'urna questo è in coscienza l'accaduto della votazione.

Il Tofanari fu presente alla risposta data dal Fabbri a Mr. Mahfaler ciò è di votare per Merdah.

TOFANARI PIETRO.
FABBRI GAETANO.
EG. RONDANINA.

Arawata, Jackson's Bay, 18th November, 1878.

WE, the undersigned electors of Jackson's Bay Riding, County of Westland, hereby declare that we verily believe that at the election to the office of Councillor holden at Arawata, Jackson's Bay, on the 13th day of November, 1878, at which McLean Watt Jack was declared to be duly elected to the said office, the said election is void upon the following grounds:—1. That James Nightingale voted for the said McLean Watt Jack, induced thereto by wilful and corrupt bribery, with the consent of said candidate. 2. That James Nightingale did go with several of the electors to the polling-booth, after telling that if they voted for Jack they would get constant employment; and that he did stand within view and hearing of said electors, thereby intimidating them from voting as they thought best. 3. That Nightingale did accompany an elector to the polling-booth. When the Returning Officer asked the elector whom he would vote for, the elector said "Nightingale;" when the Returning Officer explained that Nightingale was not a candidate, the elector said "All the same as Nightingale;" thereupon Nightingale spoke up and said "I vote for Jack." 4. Also, it was reported to John Murdoch on the day of election by an elector named Fabbri that he thought the Returning Officer did wrong—that when asked by the Returning Officer whom he (the elector) would vote for he said "Murdoch," but that the Returning Officer scratched out the lower name on the voting-paper. 5. That the said James Nightingale did go to the door of the Arawata polling-booth and ask how an elector voted. 6. That the ballot-box used was not in accordance with the provisions of the Act, as it had no lock or key. 7. That the Arawata polling-booth was open before nine o'clock a.m., consequently the scrutineer appointed by John Murdoch was not present at the opening of the Arawata polling-booth. And we pray that inquiry may be made into the said election under the provisions of "The Regulation of Local Elections Act, 1876," and that the said election may be declared to be void.

Given under our hands this 22nd day of November, 1878.

JOHN MURDOCH.
BART. DOHERTY.
W. J. WHEELER.

Also, a strong supporter of Mr. Jack—namely, Thomas Low—voted on a miner's right, his name not being on the roll.

On the voting-papers the names appeared thus:—

JACK, McLEAN WATT.
MURDOCH, JOHN.

Besides the elector Fabbri mentioned in the petition, an elector named John Jacques caught the Returning Officer scratching out the lower name contrary to the way he wished to vote, and had to use a fresh voting-paper. Complaint was made, but, as the vote was corrected, it was not mentioned in the petition. When the petition came on for hearing on the 6th December the magistrate said he could not hear the petition as there was a charge against himself, and it might be a considerable time before a magistrate would come to try the case; therefore we were induced to withdraw the petition, on account of the expense of retaining the witnesses.

SIR,—

As Mr. Lusiti has gone to Hokitika by the "Waipara," several of the principal witnesses *re* the petition against the return of McLean Watt Jack are rendered useless for want of an interpreter; and as they are anxious to proceed to Dunedin by the "Maori" (daily expected), and as no day is fixed for the hearing of the petition against the return of McLean Watt Jack, we therefore wish to withdraw the said petition.

We are, &c.,

JOHN MURDOCH.
BART. DOHERTY.
W. J. WHEELER.

The Resident Magistrate, Arawata, Jackson's Bay.

SIR,—

Jackson's Bay, 14th December, 1878.

The Commission of Inquiry not coming is causing a great deal of hardship to a number of the settlers here. A number of persons have money owing to them by the Resident Agent, which he refuses to pay. He being the magistrate, there is no means of recovery. Also, all those settlers who signed a petition for an inquiry are strictly prohibited from getting any work in the settlement, or on the Haast Track, only one person being at work who signed the petition, and a row took place with the Resident Agent and the person who was the means of sending him, John Clark, to work at the Haast Track. The Resident Agent is one of the directors of a saw-mill here, and in August he gave strict instructions to the working manager not to employ any person who had signed the petition for an inquiry. The Resident Agent says he will make short work of those who signed the petition, as he will soon root them all out. Please make use of this to get the Commission held as soon as possible; but if the inquiry be put off indefinitely, please telegraph per "Maori" from the Bluff, as a number of the settlers have determined to leave at once if the inquiry is not to be held.

We are, &c.,

LAWRENCE MCGLASHAN.
SAMUEL LOFQUIST.
WILLIAM WHEELER.
JOHN MURDOCH.

The Hon. Captain Fraser.

SIR,—

Arawata Flat, 1st March, 1878.

I have just received yours of the 28th February, *re* statements made to the Hon. the Minister for Lands and the Hon. Captain Fraser.

In reply I have to inform you that, having stated nothing but facts, I have therefore nothing to withdraw.

I have, &c.,

JOHN MURDOCH,

A Settler.

D. Macfarlane, Esq., Resident Agent.

(Telegram.)

Dunedin, 4th March, 1879.

SERIOUS charges against Agent sent to me from Jackson's Bay. Shown to Attorney-General and posted to Commissioner. My complaint against Agent the production and carrying-out vicious truck system. Italians complained to me of oppression. More and others, ex-settlers, now at Hokitika, should be examined. Mr. Murdoch, intelligent settler, Jackson's Bay, and who should have been member County Council, can enlighten Commission; a report without his evidence would be incomplete. Raffaello Leoni and family arrived here per "Maori" utterly destitute. States that the Agent informed them that £6 due for work done on the Haast would be paid on board. The money never was paid. Why?

T. FRASER.

Chief Commissioner, Jackson's Bay Inquiry, Hokitika.

(Telegram.)

Wellington, 5th March, 1879.

HON. CAPTAIN FRASER'S communication not received here. Mr. Stout says it was shown to him. It contained general charges only, to effect that the settlers had to work without payment, and that they could not get supplies from the store. I think similar charges will be found with the papers which you have sent in by Mr. Gisborne, Mr. Charles Johnston, Mr. W. Kelling, and others.

H. Bunny, Esq., M.H.R., Hokitika.

H. J. H. ELIOTT.

Telegrams re Potatoes.

(Telegram.)

Hokitika, 8th March, 1879.

SEE *Hansard* No. 10, 6th September, 1878, page 560. Will you kindly furnish Commissioners with names of witnesses who should be called to prove the "shady transactions" mentioned by you in your speech? Could you come here to give evidence yourself should it be necessary? Are you coming to Greymouth?

HENRY BUNNY,

Chairman.

Richard Reeves, Esq., M.H.R.

(Telegram.)

Nelson, 10th March, 1879.

THE only witness that could prove sale of potatoes mentioned that I know of was Captain Maule, of schooner "Kaiuma," and he is drowned. Mr. Barff should be able to furnish you with names of other witnesses if they are still on Coast. As for ownership of the steamer "Waipara," to which I referred, I presume there would be little difficulty in proving that; Captain Bascand, late of that steamer, and now in Wellington, could furnish you with evidence on this head. The fact of all supplies being purchased in Hokitika for the settlement cannot be denied, when they should have been got in the Dunedin market at a considerable reduction, and from whence a subsidized steamer sailed every four weeks, calling at settlement. I could not go to Hokitika at present, nor can I say when I will be in Greymouth.

Henry Bunny, Esq., M.H.R., Hokitika.

RICHARD REEVES.

(Telegram.)

Hokitika, 10th March, 1879.

CAN you favour the Commission with any suggestions? Do you consider it necessary that you should be examined by the Commission yourself; if so, on what points?

HENRY BUNNY,

Chairman.

Charles Woolcock, Esq., M.H.R.

(Telegram.)

Wellington, 10th March, 1879.

NOT knowing the present stage of the inquiry, I can give no suggestion. I had to do with the great disputed account. Am personally acquainted with the history of the bad potatoes business, and with the general administration of the whole affair at the time.

Henry Bunny, M.H.R., Hokitika.

CHAS. WOOLCOCK.

(Telegram.)

Hokitika, 7th April, 1879.

REFERRING to your telegram of 10th March, since you have personal knowledge of bad-potatoe business, will you kindly state by telegram the leading facts about it known to you? We particularly want to know the time when bad potatoes were sent? Please give this as nearly as you can; also by what ship they arrived at Hokitika. We think your statement on this point, taken with evidence we already have, may clear up the matter. We cannot specify, nor can Mr. Barff, any other definite evidence required from you; but, if you can supply any specific information, we shall be glad to have it.

HENRY BUNNY,

Chairman.

Charles Woolcock, Esq., M.H.R., Wellington.

(Telegram.)

Wellington, 10th March, 1879.

I DO not know to what particulars Mr. Barff refers, or kind of information you require. I was mixed up with the supplies from almost the first, and visited the settlement some time after its establishment, when I became especially acquainted with its management and the general feelings of the settlers towards the Agent.

Henry Bunny, M.H.R., Hokitika.

CHAS. WOOLCOCK.

(Telegram.) Hokitika, 11th March, 1879.
SEE *Hansard* No. 10, 6th September, 1878, page 560. Can you refer us to any witness who can prove statement as to damaged potatoes? Did you act as therein stated?

Sergeant O'Malley, Napier.

HENRY BUNNY,
Chairman.

(Telegram.) Napier, March 12, 1879.
REMEMBER damaged potatoes on wharf. Carted to Todd's mart. Noticed Todd remove nuisance. Todd had them sorted; rotten ones carted away. Cannot say if sorted potatoes sent to Jackson's Bay. Aitken, Stafford Street, should know. Was storeman at Todd's.
Henry Bunny, M.H.R., Wellington.

JAS. O'MALLEY.

(Telegram.) Christchurch, 4th April, 1879.
JACKSON'S Bay inquiry. Mr. Barff refers to you as able to give evidence *re* damaged potatoes shipped to Bay. What facts could you prove?
Mr. John Barrett, Borough Hotel, Christchurch.

HENRY BUNNY,
Chairman.

(Telegram.) Hokitika, 4th April, 1879.
COULD prove if I was there that potatoes were shipped from the wharf by the "Waipara" for South; that you could not stand near for the rotten smell. I was member of the Borough Council at the time, and called the attention of the Inspector of Nuisances to it. He told me that Mr. Bonar had liberty to leave them there, and he declined to take action.
Henry Bunny, Esq., Hokitika.

JOHN BARRETT.

(Telegram.) Hokitika, 4th April, 1879.
THANKS for prompt reply. Will you please answer the following questions so far as you can?—What was the date, as nearly as you can give it? What was the quantity of the rotten potatoes? Did they go to Jackson's Bay by the "Waipara," or were they rejected? How long did they lie on the wharf? Reply, on public service, to Chairman of Royal Commission, and not marked collect.

Mr. John Barrett, Borough Hotel, Christchurch.

HENRY BUNNY,
Chairman.

(Telegram.) Christchurch, 4th April, 1879.
IN reply to first question, Sergeant O'Malley was Inspector of Nuisances, and he must remember it, also Mr. Banks, the Town Clerk, as I spoke publicly in the Council about it yards long. Hawkins, the solicitor, was in the Council at the time; so by referring to them they will be able to fix the date. As near as I can say, it is about five years ago. As regards the quantity, they were in a large heap, covered with tarpaulins, about twenty yards long. All that were not rotten could not be fit for food. Second question.—Could not say whether they went by "Waipara" to Jackson's Bay or not. O'Malley, the Inspector of Nuisances, or the wharfinger can answer that. All I know is, that they were allowed to remain on the wharf for that purpose.

The Chairman of the Jackson's Bay Royal Commission, Hokitika.

JOHN BARRETT.

(Telegram.) Hokitika, 5th April, 1879.
PLEASE state when you ceased to be a member of the Borough Council, and when you left Hokitika. Also same questions in case of Mr. Hawkins. Can you say where potatoes came from? Were they landed from the "Esther," or, if not, what ship, and to whom were they consigned? We have no evidence of rotten potatoes for Jackson's Bay before January, 1876.

Mr. John Barrett, Borough Hotel, Christchurch.

HENRY BUNNY,
Chairman.

(Telegram.) Christchurch, 5th April, 1879.
RATHER surprised at the simplicity of your telegram. All the trouble I took in answering you was through respect for your position. You can find by referring to the minutes of the Borough Council when I ceased to be a member. I left Hokitika in March, 1876. Can give no information further about rotten potatoes.

Henry Bunny, Esq., Hokitika.

JOHN BARRETT.

(Telegram.) Hokitika, 5th April, 1879.
WE do not want advice from you how to conduct our inquiry; but we want to know what facts are within your knowledge, and to save you trouble and expense we have put our questions by telegram. If you will not answer them to the best of your knowledge, we shall be under the necessity of compelling your attendance as a witness. Please reply at once.

Mr. John Barrett, Borough Hotel, Christchurch.

HENRY BUNNY,
Chairman.

(Telegram.) Christchurch, 5th April, 1879.
ANSWERED all questions that I know anything of, and at a great deal of trouble to myself, in the most gentlemanly way I know, and consider that you did not understand my telegram, or you should not have sent such a reply. If you force to go I suppose I shall have to submit to your authority.
H. Bunny, Esq., Hokitika.

JOHN BARRETT.

(Telegram.) Nelson, 5th April, 1879.
TELEGRAM received late last night. In reply, please refer to *Hansard*. I say, "Had heard a great deal said regarding management of Jackson's Bay Settlement," &c. "If one-tenth part was true, then

gross jobbery," &c. In making those remarks I referred to petition presented by Mr. Barff, page 559 *Hansard*, and to current report. I am not in position to prove anything personally at this distance of time, but must again refer you to Mr. Barff.

Henry Bunny, Esq., M.H.R., Hokitika.

RICHARD REEVES.

(Telegram.)

Government Buildings, 8th April, 1879.

THERE was order sent up from settlement for seed potatoes in October or November. Cannot be positive as to exact date. This order by some means went astray. It was subsequently discovered that seed potatoes were much required. It was then, I should think—I speak from memory—well on in December. There were then no good potatoes to be had, the season being so far gone. Such potatoes as were to be obtained were purchased, carefully picked over, and shipped. On their arrival at the settlement they were in bad condition. They were again picked over and planted. Many of them failed, while in other instances I saw very fair crops from the same seed when I was at the settlement. I do not know by what ship they arrived in Hokitika. I think they were small lots from different shipments. I may state, as one who has had considerable experience in shipping potatoes, that late in the season, when potatoes are going bad, you may pick them over ever so carefully, and on placing them board ship ever so few days they will be found to be in such a bad state that no one who is unacquainted with the fact would believe they had been picked over so recently and so carefully as they may have been.

Henry Bunny, M.H.R., Hokitika.

CHAS. WOOLCOCK.

(Telegram.)

Christchurch, 9th April, 1879.

SAMUEL JACOBS, late of Hokitika, general dealer, states that about two and a-half years ago he bought a cargo of damaged potatoes. They became a nuisance on the wharf and he was summoned. He had them sorted, and the better ones sold by auction at from 20s. to 25s. per ton. Mr. Chesney bought a lot and sent them to Jackson's Bay per "Waipara." Mr. Todd was auctioneer. The date may be got from Court record of summons, which was dismissed.

Henry Bunny, Esq., M.H.R., Hokitika.

J. HICKSON,

Inspector Armed Constabulary.

Report on Timber.

SIR,—

Arawata Flat, 3rd January, 1878.

According to promise, I, E. G. Nisson, in company with Thomas Beveridge, William Ray, and William Burmeister, went and examined the bush on north side of Arawata River. We went about three miles along the beach towards the Waiatoto, and have no hesitation in pronouncing the timber far above an average bush that we have been used to work in about Hokitika. The timber is chiefly red pine, but towards Mount McLean there is a belt of white pine, but we could not get to it for a lagoon, but it seems to be a good belt. We next went up the river; there the timber is not so plentiful, but still a good payable bush. We are quite satisfied that there is timber for a saw-mill on the Arawata River for years.

We have, &c.,

E. G. NISSON.

T. BEVERIDGE.

WILLIAM BURMEISTER.

WILLIAM RAY.

D. Macfarlane, Esq., Resident Agent, Jackson's Bay.

Papers relating to Cases of Franz Max and John Tobian.

SIR,—

Park Street, Hokitika, 13th January, 1878.

I believe Mr. Bonar has forwarded you an affidavit, together with a letter from me to him, regarding the action of Mr. Macfarlane in depriving me of my money, in consequence of my refusal to occupy a house at Jackson's Bay. I am a poor man, and have a large family dependent on me. For two years, since I left Jackson's Bay, I have supported my family by working in the bush; but now no one will buy my firewood. I can get no other work, and, although I have a stock of firewood on hand, the storekeeper is pressing me for money for stores, which were necessary for my family's support. If I had my own from Mr. Macfarlane, I could pay my debts and remove with my wife and children to some other place where there is work for an industrious man. Will you forgive this boldness in writing to you, and inform me what I ought to do in the matter? You will see by the affidavit how I have been treated by Mr. Macfarlane; and I wish to know whether by remaining here in Hokitika I shall be likely to obtain my money.

I have, &c.,

Dr. Giles.

FRANZ MAX.

[Copy of Affidavit of Franz Max.]

I, FRANZ MAX, formerly a settler in the Jackson's Bay District, but now residing in Hokitika, make oath and say as follows:—That in September, in the year of our Lord one thousand eight hundred and seventy-five, I settled with my family in Jackson's Bay, under the auspices of the Westland Provincial Government, and proceeded to work with other settlers on works superintended by Mr. Macfarlane, the Agent in Jackson's Bay for the Provincial Council. That I wished to erect a house at my own expense suitable to the requirements of my family, but Mr. Macfarlane insisted on my occupying a house built by one John Porter, the same John Porter having built a number of houses by Mr. Macfarlane's order for the accommodation of the settlers. That Mr. Macfarlane wanted to charge me twenty-nine pounds eighteen shillings sterling for the above-mentioned house, that sum being due to me at that time by Mr. Macfarlane for work done. That Mr. Macfarlane entered the price of the house in my account with him for stores, and balanced the same with the amount of money due to me for work done, against my wish or consent. That I refused to occupy the house, and I have

never occupied it, or taken possession of it in any form or shape whatever. That in December, eighteen hundred and seventy-six, Mr. Macfarlane refused me stores of any sort unless I occupied the house in question, there being at the time only the store presided over by Mr. Macfarlane in Jackson's Bay. That for the space of one month I was obliged to obtain the necessaries my family required from my neighbours, and, Mr. Macfarlane still refusing me stores, I was compelled to leave Jackson's Bay, leaving the sum of twenty-nine pounds eighteen shillings in Mr. Macfarlane's hands. That I have frequently demanded to have my books altered and the money due me paid, but was always treated with contempt by Mr. Macfarlane. That I have had the house valued by skilled persons, and they value the material at twelve pounds, at the current price at Jackson's Bay, the house being built of upright boards, without battens over the joints, and the roof shingled. That the same persons state that the house could be easily built by two men in three days. I swear the above particulars are correct, and hereunto affix my signature.

FRANZ MAX.

Sworn before David James, J.P., 3rd September, 1878.

DEAR SIR,—

Hokitika, 11th January, 1879.

The enclosed letter was sent me by Franz Max, and as it refers to some matter of complaint about the management of the settlement, it appears to me the proper course to adopt is to forward it to you. Speaking entirely from memory, I think there is some correspondence among the Resident Agent's letters which puts an entirely different complexion on his statements; but I have no doubt you will think it desirable that the true state of the case should be ascertained. I have written to Mr. Max, telling him that I have forwarded the paper to you.

I have, &c.,

J. Giles, Esq., R.M., Member of the Jackson's Bay Commission.

JAS. A. BONAR.

SIR,—

Park Street, Hokitika, 31st December, 1878.

Enclosed you will find a copy of an affidavit, sworn by me before Dr. James, and forwarded to Mr. Barff. I have suffered a grievous wrong at the hands of Mr. Macfarlane, and I intend, failing satisfaction, to bring him before the Resident Magistrate's Court at Hokitika. I am advised by a friend, however, to forward you a copy of the evidence I can produce and prove, thinking that you, as Mr. Macfarlane's superior officer at the time alluded to, must have been in ignorance of the abuses I have suffered. I tried to make you understand on my arrival from the Bay, but at the time I spoke very bad English, and I might have been possibly misunderstood. I want the money I have been wronged out of by Macfarlane, but I wish to injure no one, neither do I wish, although I have suffered much, to cast any aspersions on the promoters of the settlement. I therefore write this to you, thinking it may be in your power to set me right with Macfarlane. Failing this, I shall bring Mr. Macfarlane to Hokitika, together with the necessary witnesses, and do my best to obtain redress from the Resident Magistrate here.

I have, &c.,

The Hon. James Bonar.

FRANZ MAX.

P.S.—The account in pass-book for 29th September, 1876, and marked A, is—House, £26 10s.; nails, £1 3s.; 2 pairs window-sashes, £1 18s.; 1 pair T hinges, 2s. 6d.; 1 stock lock, 3s. 6d.; 1 Norfolk latch, 1s.; total, £29 18s. I have never used the above, never wanted it, and the money is kept from me.—F. M.

GENTLEMEN,—

I, John Tobian and son, lay before the honorable Commission our complaint, which we believe and trust will be looked into, and our book examined for correctness. We have paid £6 too much for ground-rent, which Mr. Macfarlane has kept back, by our leaving Jackson's Bay for good.

I have, &c.,

The Commission of Inquiry *re* Jackson's Bay Settlement.

J. TOBIAN.

GENTLEMEN,—

Hokitika, 4th March, 1879.

I, the undersigned, on behalf of myself and several of my countrymen, who are foreigners, and unacquainted with the English language, and were settlers for a considerable period at Jackson's Bay, have respectfully to request that you will be pleased to grant the services of an interpreter, in order to obtain a proper understanding of the evidence we have to offer relative to the subject-matter for which the Commission has been appointed, and by so doing you will confer a great favour.

I have, &c.,

The Chairman and Members of the Commission of Inquiry
re Jackson's Bay.

FRANZ MAX.

GENTLEMEN,—

Hokitika, 10th March, 1879.

I, Franz Max, humbly beg to be allowed to proceed to Jackson's Bay by the "Stella" with the Commission, for the purpose of confronting the man Lipinski at his examination. If the Commission are not pleased to grant my request, I beg you will provide an interpreter who is entirely disinterested in Jackson's Bay—for instance, the interpreter that has been engaged in Hokitika, and knowing the full particulars of my case, that he might be present, and be allowed to question the man Lipinski in my absence. And I also beg that Mr. Macfarlane may not be allowed to hold any communication whatever with the man Lipinski by any means whatever. Lipinski being a Pole, there is not a man in Jackson's Bay who can translate the Polish language into English.—Gentlemen, on behalf of myself and fellow-countrymen,

I have, &c.,

FRANZ MAX.

GENTLEMEN,—

Hokitika, 7th April, 1879.

Having lost a considerable deal of time by attending at the inquiry of the Commission on Jackson's Bay, for the purpose of recovering money illegally detained by Mr. Macfarlane, he being the

Government Agent, I beg the Commissioners will take into consideration that I have five children and a wife to keep, having lost twenty-two days, and all through Mr. Macfarlane's wrong statements and arbitrary conduct towards me. Twenty-two days, at 8s. per day, £8 16s.

I have, &c.,
FRANZ MAX.

Statement made by the three Italians, Aristodemo Frandi, Fortunato Luchesi, and Egisto Calamai, residents at the Okuru, in the Jackson's Bay Settlement.

1. We have been residents at the Okuru, Jackson's Bay Settlement, for nearly three years, having arrived there on the 15th of July, 1876.

2. One house was erected for each of us two (Frandi and Calamai) at a cost of £35 each. Luchesi, not having his family with him at the time, built his own house.

3. During the first eighteen months of our residence at the Okuru we were regularly employed by Government three days a week at a wage of 8s. per day per man; during the remaining period of the three years we obtained work in different ways, by which means our earnings conjointly amounted to £180.

4. The three of us together cleared and brought under cultivation about ten acres of the land allotted to us, planting potatoes, carrots, and turnips. We found the soil rich and highly productive, our crops being excellent in quality and large in quantity, but we could not get them to ripen, and they speedily rotted after removal from the ground. This we attribute to the inundation of our fields through floods, and possibly the unsuitability of the climate for maturing root-crops. Swede turnips were the only vegetable we succeeded in saving. We also tried broad-beans and oats, but with very indifferent success.

5. We were informed that a petition was being signed for presentation to the Government, complaining of Mr. Macfarlane's conduct in the management of the settlement; but, as we ourselves had no cause of complaint, we declined having anything to do with it.

6. All our earnings were absorbed in the payment of our debt for the two houses and goods supplied to us from the store, leaving us now largely indebted to the Government.

THE following statement shows the amount earned by the three Italians from the 15th July, 1875, to the 15th March, 1879; and also the amount owing by each person for goods obtained from the Government store:—

Three men's wages for eighteen months—three days per week at 24s. per week—£280 16s.; additional earnings during the remaining fourteen months, £180; total, £460 16s., equal per man to £1 7s. 5d. per week.

Amount owing by each party to Government store—Frandi, £92 2s. 5d.; Calamai, £83; Luchesi, £27; total, £202 2s. 5d. Less cost of two houses, debited to Frandi and Calamai, £70; leaving a balance of £132 2s. 5d., equal per man to 7s. 10d. per week. Total amount per man per week, £1 15s. 3d.

Letters from the Superintendent of Westland to the Resident Agent.

SIR,—

Superintendent's Office, Hokitika, 6th January, 1876.

I have the honor to acknowledge the receipt of your letter of the 13th November last, reporting upon the special settlement. I regret to hear that the potato crops have suffered injury through the late continuance of the bad weather; I am, however, sending you by this steamer, along with the other stores ordered, as many seed potatoes as I can get, but at this season it is extremely difficult to get any. What I am sending are being carefully picked over, but they will not keep long.

I was glad to hear that the track from Otago was approaching our province, and, with a view to pushing the work forward, I have instructed Mr. Mueller, who goes by this steamer, to commence operations from this side. The payments for this work are not to be made out of the settlement money, as a special vote will be taken for it. I hope that the opening of this track will enable the settlers to get stock for themselves, and I must ask you to impress on them habits of self-reliance, as the money at the disposal of the Government is now getting pretty well expended, and they must make their own arrangements for the future. We have now given the first settlers a good helping hand, and they ought to be able to depend on themselves.

With reference to sending down further immigrants, I hope to be able to get you some more German families out of the next vessel, shortly expected to arrive at Wellington, so it will be as well for you to be prepared for their arrival. None of the Italians are going to the settlement, as they have been absorbed here. In addition to your order I am sending you twenty (20) fat sheep.

I have, &c.,

JAMES A. BONAR,
Superintendent.

The Resident Agent, Hokitika.

SIR,—

Superintendent's Office, Hokitika, 4th February, 1876.

I have the honor to acknowledge the receipt of your letters and reports of the 22nd December, 3rd January, and 10th January, and to inform you that I have perused them with great attention. The missing letters, I am glad to say, came to hand, the box having been laid aside, thinking it contained a sample of coal.

I have been endeavouring to arrange about the erection of a saw-mill with Messrs. Cornfoot and Stenhouse, but, as yet, no conclusion has been come to pending the receipt of further information relative to the facilities for working with water-power, and I hope your next letters will bring the required information. At the present time the timber trade is very dull, and this makes it more difficult to

come to any arrangement for the erection of a large plant. If I do not succeed in coming to terms about a large plant, I will, at all events, endeavour to get a small mill started, so as to provide for local requirements.

With respect to transferring the store business, I am glad to find that your views coincide with mine, and as soon as you are able to report that the various accounts are sufficiently reduced, and that the Government can with safety retire from this part of the business, I propose to take the necessary steps for carrying this out. It might be as well to let this be known, so that any one desirous of entering into the storekeeping business might be making their arrangements. I am inclined to think it would be better that the Government, in giving up the store, should leave the field open to free competition, and neither place restrictions on the prices to be charged or in any way guarantee any payment of any advance made to the settlers. These things will, I think, best regulate themselves, but I should be glad to hear your opinion on the subject.

I am sorry to find that some of the men are failing to comply with the conditions of the settlement in clearing their land, and I quite approve of the action you are taking to make them fulfil the conditions of settlement. I regard the carrying-out of those conditions as being essential to the permanent prosperity of the settlement. The unfortunate man Standing arrived safely, and is now in the Asylum under medical treatment; he still continues very weak, but I hope he will recover. The expenses in connection with his case will require to be paid out of our general revenue, as he was not one of the settlers; so will you have the goodness to send me the particulars of expense in his case?

It has been a matter of very great regret to me that, owing to your November letters having been missing so long, the seed potatoes could not be obtained, and so the season was lost. It was a pity that none had been procured from the Haast or Okuru, but I suppose it was not known that any were obtainable there. I trust, however, that the turnip crop may turn out well. When next season comes round I will see that no unnecessary delay as to orders takes place. With reference to the withdrawal of the men on the Haast Track by the Otago Government, you will have been informed by Mr. Mueller, on the last trip of the steamer, of the steps I have taken to have this communication opened up right down to the Coast, and I trust shortly to hear that the track has been sufficiently opened to allow cattle to be driven down the Haast when the river is low.

It was with regret that I heard of the death of Louis Egging, but I am glad that the general health of the settlers continues good. I procured Yell admittance into the hospital on his arrival, but the hospital committee complain that as yet they have received no contribution towards the support of the institution from Jackson's Bay. I think that some effort should be made by the settlers in this direction, if not by money, by contributions in kind.

It was with pleasure that I read your account of the Christmas sports as indicating a satisfied and healthy condition of mind among the people. A little amusement does much to relieve the monotony of a comparatively isolated existence. I am glad to learn that the prospects of the Fishing Company are so good; the directors appear to be anxious that the venture shall have fair play.

By this steamer the goods ordered by you in your last requisition are being forwarded, and I also send twenty sheep, and, if possible, a live bullock, so that you may have plenty of fresh meat. Will you have the goodness to certify to the accounts, if correct, for the last stores sent down, and forward them up?

With reference to the purchases made from the "Maori" when you were forced to obtain supplies owing to the miscarriage of the letters, I must ask you to be careful in arranging prices, as the demand made on that occasion was excessive, and I had considerable difficulty in getting it reduced to moderate limits. In case you should be similarly placed at any future time, it should be a question to decide whether it would not be cheaper to send up a man overland rather than pay extreme prices.

Mr. Fitzgerald, the Collector of Agricultural Statistics, will address you relative to the collection of the required information in your district, and I have told him that you will act. The trouble will not be much, and there may be a little remuneration allowed. I have, &c.,

JAS. A. BONAR,
Superintendent.

The Resident Agent, Jackson's Bay.

SIR,—

Government Buildings, Hokitika, 27th April, 1877.

I have the honor to acknowledge receipt of your letter of the 24th April, forwarding your annual report upon the Jackson's Bay Special Settlement for the year ending 31st March, 1877, and to thank you for the valuable information therein contained. Press of business prevents me entering fully into the various important considerations alluded to in your report, but the whole question will receive my early and careful attention. I will give special consideration to the proposal for the establishment of co-operative sawmills. There is one thing I would desire to draw your special attention to—that is, the large amount some of the settlers are now owing for stores. Will you please take steps to bring these amounts down to more moderate limits? I do not think any account should exceed £30. I regret it is beyond my power to come down by this steamer. The goods ordered by you go forward by this vessel, and the steamer will not return before Monday evening or Tuesday morning.

I have, &c.,

JAS. A. BONAR,
Executive Officer.

The Resident Agent, Jackson's Bay.

Correspondence between Mr. Macfarlane, Mr. Murdoch, and Mr. Robinson, as to Supply of Meat.
SIR,—

Arawata, 10th December, 1877.

At our interview to-day you have charged me with not following your instructions *re* supply of meat to settlers; that you would not pay the same out of their earnings. The instructions were, as I understood, that it was immaterial to you who supplied the settlers with meat, so long as each was supplied with a small quantity only each week; that I should see Robinson and arrange with him to kill week about. Now, sir, I have followed those instructions to the letter.

On Saturday, the 24th November, I refused to sell for cash or otherwise to ten applicants, but took their orders for the following week.

On seeing Robinson on the matter he informed me that he should take no notice of anybody, but would kill when it suited himself, and that I could do the same.

Now, sir, in what particular did I fail to carry out your instruction? And what is the reason you refuse to place Robinson and myself on the same terms, and allow the settlers to go where they are best served?

D. Macfarlane, Esq., Resident Agent.

I have, &c.,

JOHN MURDOCH.

DEAR SIR,—

Arawata River, 12th December, 1877.

I received your letter concerning John Murdoch and supplying the settlers with meat. I beg to inform you I deny the statement that John Murdoch makes to you in regard to my not making any terms with him. In conclusion, I beg you will ask John Murdoch to be at your office on Saturday next, and make his complaints there, as I will be there to defend myself.

D. Macfarlane, Esq., Resident Agent.

I have, &c.,

CHAS. ROBINSON.

DEAR SIR,—

Resident Agent's Office, Jackson's Bay, 13th December, 1877.

I beg to acknowledge the receipt of your letter of 10th December, and in reply enclose copy of letter I received from Mr. C. Robinson. I would also remind you that, although your statement as far as it goes is correct, yet your memory must have played you false when you forget to mention that on two occasions I asked you to go to Okuru with meat, as by so doing you were only taking your fair share with Robinson. It is a matter of perfect indifference to me who supplies the meat to the settlers; but as long as you and others look to the Government for guarantee of payment, then it is my business to see that each party takes a fair share of the work of supplying the different stations.

I have, &c.,

D. MACFARLANE,

Resident Agent.

Mr. John Murdoch.

DEAR SIR,—

Arawata, 13th December, 1877.

I have just received yours of to-day's date *re* supply of meat to settlers, wherein you say that I have twice refused to take meat to Okuru.

I remember, on the 29th of November, I think, in the store, you said that Mr. Robinson complained of having to take meat to Okuru, when I was not obliged to do so.

Also, on 30th November, near my place, you asked if I could take some meat to Okuru, as Mr. Robinson complained that I did not do so. I then asked you how much, and when any would be required. On these points you did not know. On my remarking that Mr. Collyer had some cattle from Mr. Buchanan, and that I might find one of them just killed, which you admitted might occur. On neither of these occasions was any time fixed, or any refusal to go.

I can remember an occasion about the end of last May; also about the second week in June. I had a beast running at Okuru, and I asked the privilege of killing it for beef there at 6d. and 7d. per lb.

You informed me that the settlers at Okuru had plenty of salt meat, and did not require it; yet, in a few days, I went to take my beast home, and on the same day Mr. Robinson killed a beast at Okuru, and charged 8d. per lb., as I am informed.

Truly, the settlers have something to be thankful for, as well as Mr. Robinson. You also complained to me on the 10th instant that I carried out meat to settlers. I have to inform you that some one must be taking a rise out of you, for no such thing has occurred. On no occasion have I, or any member of my family, carried out meat, although I would submit that I ought to be the best judge of the propriety of doing so.

I have, &c.,

JOHN MURDOCH,

A Settler.

D. Macfarlane, Esq., Resident Agent.

SIR,—

Arawata, 15th December, 1877.

At our interview to-day you assert that I must go to Okuru with meat when you demand; at the same time you will not inform me whether any, or how much, is required, but that I must go and find out for myself.

Now, Sir, I know well a bit of fresh meat would seldom come wrong to settlers at Okuru, yet I admit no obligation on my part to see to their wants, although I will be most happy to serve them by appointment when they require it.

I have just seen M. de Montalk, from Okuru, who says that only a portion of the settlers at Okuru were served with meat last week; and on account of a bullock getting away, after being shot three times, they have got none this week.

I hereby offer to take 200 lb. or 300 lb. of meat to Okuru at once at 6d. and 7d. per lb., and ask you to be good enough to forward a copy of the correspondence on this matter to the officer in charge of the settlement, E. Patten, Esq.

I have, &c.,

JOHN MURDOCH,

A Settler.

D. Macfarlane, Esq., Resident Agent.

Papers advocating the formation of a Railway via Haast Pass.

SIR,—

Westland Railway Committee Rooms, Hokitika, 9th August, 1878.

I am directed by the Committee appointed for the purpose of promoting the connection of Westland with the south-east coast of the Middle Island by railway, to transmit herewith a copy of the petition to both Houses of Parliament which has been drawn up for signature here in favour of

the above object. As will be seen from its perusal, it has been thought desirable to make special reference to the route, which, having Greymouth as its starting-point, passes through Hokitika and Ross, thence along the West Coast, *viâ* Okarito and Jackson's Bay, up the Haast Pass, through the Makarora Valley to Cromwell, the present proposed internal terminus of the railway system of Otago.

It is almost unnecessary to point out to you the reasons for pressing on Parliament the claims of Westland to have railway communication with the rest of the colony; but I have extracted from official returns a few facts which bear on this question, and which may be of interest to you in bringing the matter before the public in your district.

1. Taking the imports and exports for the colony, Westland ranks fifth, coming next to the large districts of Otago, Wellington, Canterbury, and Auckland.

2. In the export of gold for the half-year ending 30th June, 1878, the West Coast stands first, having exported 81,666 oz., as against Otago, 60,831 oz.; Auckland, 32,875 oz.; and Nelson, 2,427 oz.

3. Out of a total gold export from the colony since 1857, of 8,826,795 oz., valued at £34,476,495, the West Coast, since 1865 (the time when this field was first opened), has contributed 3,834,934 oz., valued at £15,200,280—not much short of one-half of the whole quantity.

4. Moreover, it is worthy of special comment that the gold export from the West Coast continues steadily to increase. The returns for the years ending 30th June, 1876, 1877, and 1878, disclose the following results:—1876, 134,727 oz.; 1877, 144,968 oz.; 1878, 160,667 oz.

5. Out of an expenditure of £8,690,198 for public works, immigration, roads, &c., up to 30th June, 1877, Westland has only had for roads, railways (Brunner line only), immigration, coal exploration, and water-races, £368,795; and of 1,227 miles of railway, constructed or authorized to be constructed, only eight miles exist in Westland. These few facts are, I think, sufficient to speak for themselves. The principal reasons which have induced us to favour the adoption of the line of railway previously referred to are:—

1. That by this route the vast tracts of territory now lying practically unoccupied to the southward will be thereby opened up for settlement, and the country made available for mining, sawmilling, and agricultural and pastoral occupations. The auriferous deposits found on the sea-beaches along the whole of the coast-line point indisputably to the auriferous nature of the country behind; and sufficient indications of other minerals have been already discovered to satisfy us of their existence in large and payable quantities, if access can be obtained to enable them to be worked.

2. The future policy of the Government with reference to railways seems to be based upon the principle that new lines are only to be constructed where land exists for the payment of them. The principle appears to be a sound one, for, apart from the economic reason that good security is afforded for the cost of the work by a judicious disposal of the lands opened up after the construction of the lines, new tracts of country are made available for the benefit of all comers, and for the settlement and support of a large population. Now, the area of unalienated land affected by the line projected comprises some 2,600,000 acres in Westland, and 1,165,000 acres in the adjoining County of Vincent.

3. The engineering difficulties are of no magnitude, the country to be traversed, with the exception of the pass, to be presently spoken of, being level, and the bridges, though numerous, if sufficiently removed from the coast-line, of no exceptional difficulty, more especially in view of the fact that splendid timber for their construction abounds in their vicinity. The highest point to be attained in the line is the summit of the Haast Pass, and this is 1,700 feet only above sea-level. No tunnelling would be required. In short, the Haast Pass has been well described by the Assistant Surveyor-General of the colony as "the only true pass in the Middle Island." The barometrical surveys which have been made from time to time with the view of discovering a practicable outlet to Canterbury by rail, disclose the following results:—Amuri Pass—(1) Hope Saddle, 2,653 feet; (2) Carruthers' Pass, 2,940 feet; Hurunui Saddle, 2,452 feet; Browning's Pass, 4,767 feet; mouth of proposed tunnel (Browning's Pass), 3,300 feet; Whitcombe's Pass, head of Hokitika River into Rakaia Valley, 2,412 feet; Taipo Pass, into Waimakariri, 4,052 feet; while the Haast Pass is only 1,703 feet.

4. The Committee are assured of the hearty support and co-operation of the Otago members and people in this matter. The agitation last year by them in favour of the extension of their railway lines to Cromwell, aimed at ultimate connection with the West Coast, and this is embodied in the report brought up by a Select Committee appointed to inquire into the subject, composed of members from all parts of the country, and laid before Parliament last session. And, as a railway which pre-eminently forms an important link in a comprehensive colonial scheme, and points to the opening-up and settlement of a vast and rich, but hitherto untouched portion of the island, it must commend itself to members having no immediate interest in the localities directly affected.

5. The projected line to Canterbury *viâ* the Amuri, which apparently at present is the most favoured alternative line, will on this side of the dividing range open up little or no new country—it will certainly open up no new auriferous country; the pass difficulty has not yet been surmounted, but it is a well-known fact that expensive tunnelling for at least from a mile and a-half to two miles will be required by this route; and the country on the other side of the range is, to a large extent, in the hands of large landed proprietors already, and therefore unavailable as a source of revenue to the colony. Nothing but a reconnaissance survey has yet been made, and practically a line by this route is no further advanced than the one projected in the petition. Moreover, the Committee have good grounds for believing that the Amuri line would be found to be quite as costly as that of the Haast Pass, although the latter would be somewhat longer.

Upon mature consideration, therefore, the Committee is deeply impressed with the desirability of extending the colonial scheme of railways in the direction indicated in the petition; and, feeling the value of unanimity amongst all members of the community when such important interests are at stake, they earnestly solicit your co-operation and support towards the accomplishment of this great object.

I have, &c.,

ARCHD. SCOTT,
Hon. Secretary.

To the Honorable the Speaker and Members of the House of Representatives of the Colony of New Zealand. The Petition of the undersigned Residents of the Provincial District of Westland in the said colony humbly sheweth,—

THAT your petitioners are deeply impressed with the urgent necessity that exists for taking immediate steps for the construction of a line of railway which will connect this part of the country with the south-eastern portion of the colony.

That your petitioners are strongly of opinion that this should be done by a line which, starting at Greymouth, proceeds through Hokitika and Ross, thence along the West Coast, *viâ* Okarito and Jackson's Bay, up the Haast Pass, and through the Makarora Valley to Cromwell.

That such a railway, your petitioners are advised, presents no engineering difficulties of any magnitude, the highest point to be attained—namely, the Haast Pass—being only 1,700 feet above the sea-level, and such pass having been described by Mr. M'Kerrow, the Assistant Surveyor-General of New Zealand, as the only true pass in the Middle Island.

That your petitioners believe that the importance of the proposed railway, not only to the West Coast, but to the colony generally, can scarcely be overrated. It would entirely pass through, and open up for settlement, upwards of 2,600,000 acres of unsold Crown lands in Westland, and 1,165,000 acres in the adjoining County of Vincent. These areas, comprised of pastoral, agricultural, and valuable forest lands, are capable of settling and supporting a large population, and their judicious disposal would, after the construction of the railway, realize far more than the cost of the whole work. Apart from the large and favourable field for settlement it would open up, the line would develop immense mineral and other resources of every description; for between Ross and the Haast fair prospects of silver, copper, tin, coal, marble, and lithographic stone have been discovered, to say nothing of the whole country embraced being one vast proved—but undeveloped—gold field. Moreover, the line in question would give access to that vast territory forming the south-western corner of Otago.

That your petitioners would respectfully submit that there is no part of the colony where a railway as part of a comprehensive colonial scheme is more urgently needed, and that no other projected line would develop so much material prosperity, or be the means, both directly and indirectly, of adding so much to the public revenue.

That unless railway communication is established with the other portions of the Middle Island, the West Coast, isolated as it is, will practically remain so; but that it is a district of sufficient importance as an integral part of the colony, to be embraced in its railway system the following facts will demonstrate:—The population of the West Coast numbers about 25,000 souls; as an exporter and importer it ranks fifth among the provincial districts, taking its place next in order to the Provincial Districts of Otago, Wellington, Canterbury, and Auckland; the gold exported from the West Coast to June last (although the field was only opened up in 1865) amounts in value to £15,200,280, or nearly one-half of the gold exported from the whole colony—which reached a value of £34,476,495; it possesses, in unlimited proportions, the most valuable coal measures in New Zealand, and abounds with forests of excellent timber; and the export trade in gold, timber, and coal, of already such considerable dimensions, with requisite facilities admits of indefinite expansion.

That your petitioners would point out that the West Coast, apart from the advantages which flow generally from the accomplishment of such a railway scheme as is indicated, can fairly claim preferential attention in any colonial public works scheme; for out of a total expenditure on immigration, railways, (and roads in Westland) up to the 1st January, 1877, of £6,707,302, Westland has only had a net expenditure of £209,040, or not quite a thirty-second part, and of this about £130,000 was for the Brunner Railway; and out of a total of 1,227 miles of railway constructed, or authorized to be constructed, for the whole colony, only eight miles exist in Westland, which returned a profit of £3,573 over working expenses for the year ending 30th June, 1877. Adding to this amount spent in Westland the sums of £150,090 and £665 spent for water-races and coal exploration respectively, we find a total expenditure in Westland of £368,895 on public works to 30th June, 1877, out of a total expenditure for the whole colony up to the same period of £8,690,198.

Your petitioners therefore respectfully but earnestly pray that the premises may be taken into favourable consideration, and earnestly beg to express the hope that such measures may be adopted during the present sitting of Parliament towards the attainment of the above object as to your honorable House may seem fit.

And your petitioners will ever pray.

Memorials and Resolutions.

Jackson's Bay, 29th March, 1879.

WE, the undersigned settlers of Jackson's Bay District, beg most respectfully to submit the following suggestions for your recommendation to the Government:—

1. That a wharf be immediately constructed for the discharge of cargo and shipment of timber, cattle, limestone, freestone, &c.

2. That the Paringa and Haast Track be constructed.

3. That a small steamer be provided, or liberally subsidized, for towing purposes and forwarding goods to the outlying places, and returning with timber and produce, which has to be done by boating and packing at present, and which makes it too dangerous and expensive; and also respectfully inform you that, as soon as a steamer is provided, another saw-mill will be erected, and an industry started for the supplying of railway-sleepers, which are in great demand, and are to be found in large quantities in several parts of the district.

4. That a wire bridge be erected over the Arawata at the bridge-site, for the convenience of settlers taking up land on the north side of the Arawata.

5. That larger areas of land be thrown open for selection.
6. That the houses and land left by settlers be open for selection.
7. That the payments for rural land extend over a period of ten years in place of seven years.

[Here follow 21 signatures.]

The Chairman and Gentlemen of the Jackson's Bay Commission.

At a public meeting of settlers residing within the Jackson's Bay Settlement, held at the Royal Hotel on Friday, 28th March, 1879, the following resolutions were unanimously adopted for the consideration of the Commissioners appointed by the Government of New Zealand to inquire into and report upon the present condition of the Jackson's Bay Settlement:—

1. That a wharf be immediately constructed at Jackson's Bay to facilitate the exportation of limestone, freestone, timber, cattle, &c., such wharf being absolutely necessary to further the progress of the settlement. 2. That the construction of the Paringa and Haast Track—a work of the utmost importance to the settlement—be immediately proceeded with. 3. That the upset price of land situate at the "Arawata Flat" be reduced to £1 sterling per acre. 4. That a wire bridge be constructed across the Arawata River at the site already surveyed for the purpose. 5. That the wharf at the Okuru River be repaired and completed for use. 6. That all sections previously occupied under settlement regulations and abandoned for twelve months, be again open for selection. 7. That the debt owing to Government by the settlers for stores supplied to them during the first three years of the settlement be cancelled, the existence of such a debt being a very serious drawback to them, whilst its removal would greatly encourage them in their labours, and materially assist in the progress and prosperity of the settlement. 8. That a pack-track be constructed from Jackson's Bay to Martin's Bay. The intervening country, known to be auriferous, would greatly encourage gold-mining, besides giving employment to other descriptions of labour. 9. That every encouragement be given to saw-mills and other local industries; and that a liberal subsidy be granted by Government to a steam-launch, for the conveyance of timber to the wharf at Jackson's Bay for embarkation. 10. That it is essentially necessary that employment to the value of £50 sterling per annum be given to each present settler (about fifty) for a period of two years, to enable them to clear and finally settle upon their holdings.

I have, &c.,

JAMES NIGHTINGALE,

Chairman of Meeting.

The Chairman of the Jackson's Bay Commission.

To the Most Honorable the House of Representatives. The Petition of the Jackson's Bay Settlers sheweth,—

THAT your petitioners, having come to Jackson's Bay Special Settlement in the hope of making permanent homes for themselves and families, now hear with regret and alarm that the employment heretofore furnished by the Government is about to cease, in, at least, so far as it concerns the settlers who have been here from the first of the settlement.

Your petitioners are well aware that the Government have kept faith with them in so far as having given many of them the full measure of employment promised, and have no desire to underrate the benefit received; but your petitioners, having to encounter as pioneers more serious obstacles in the way of clearing the land and other difficulties not foreseen when the settlement was first projected, fear that without some further help they will be compelled to abandon their homes. Your petitioners also having been led to believe, when they first joined the settlement, that industries of various kinds would be established in the district, thereby furnishing employment when the Government works cease, this expectation, unfortunately, has not been realized; and as the settlement is so situated as to be practically out of reach of the older settled portions of the colony, where employment might be obtained, and as many of your petitioners have large families dependent on them, they could not well leave in order to look for the doubtful chance of obtaining employment in the neighbouring settlements.

Your petitioners, therefore, having every confidence in the resources of the district and in its ultimate prosperity, and having, in the matter of making homes for themselves, expended a large amount in labour and cash, would feel it to be a very great hardship should they be compelled to abandon them.

Your petitioners therefore pray that your honorable body will see fit to accede to the prayer of this petition by voting a sum sufficient for the urgent requirements of the settlement—namely, the building a jetty at Jackson's Bay, the placing a small steamer at the disposal of the settlers for towing and other purposes, the completion of roads of communication, and the erection of saw-mills on the principal rivers, the money advanced for the mills to be paid back by a royalty of 1s. per hundred feet on all timber sold.

Trusting your honorable body will see fit to accede to the prayer of our petition, and your petitioners, as in duty bound, will ever pray, &c.

Letters &c., upon Matters affecting the General Welfare of the Settlement.

GENTLEMEN,—

Jackson's Bay, 5th February, 1879.

I represent some half-dozen families besides my own, all desirous of settling in Jackson's Bay if the inducements offered are sufficient. These people are waiting for my opinion. I have been around the different river parts included in the district. I am well satisfied with the qualities of the land, especially for grazing purposes, and with the easy accessibility of most of it to the bay; but the quantity usually given (fifty acres) is not sufficient for our purpose. In Victoria, New South Wales, &c., &c., 320 acres is allowed each family, with facilities for acquiring more, the whole of these 320-acre sections being frequently in grass, whereas here most of the land is heavily timbered. As those I represent have the means of improving what they take up, and are industrious, with considerable knowledge suitable for the bringing into use the lands of the district, I should like that from 100 to

200 acres be granted to each of the families agreeing to come here and settle. Unless this be done I could not advise any of them to come, nor could I remain myself, as there is the serious drawback (where the better lands exist) of periodical flooding, which will always be, till the prosperity of the place is assured beyond all question, a great hindrance to settlement. Should my suggestion be carried out I believe the district will get a good start, and its capabilities be brought prominently before the New Zealand public. As there are large belts of timber along the various rivers, I believe the lumber industry will at some future day be of considerable importance; and as some of us have the knowledge required for its development, we shall be prepared as occasion offers to put labour and capital into it.

I have, &c.,

The Commissioners, Jackson's Bay.

GEORGE EDMUNDS.

GENTLEMEN,—

Jackson's Bay, 26th March, 1879.

In addition to what I said in my previous letter relative to Jackson's Bay Settlement, I would now suggest that the time of payment be extended to ten (10) years. In Victoria, New South Wales, &c., &c., the time for payment (based on past experience) is twenty (20) years. My chief reason for asking that the time of payment be extended here is the uncertainty—a settler may be away from home for days, owing to the rapid flooding of rivers, should he unfortunately be on the other side—and expense (the numerous ferries, dearness of provisions, enforced absence from home by reason of floods, and cost of freight of farm necessaries.) I have found since I have been here that the difficulties of settlement are, apart from those just enumerated, considerable—want of telegraphic communication, the absence of any suitable means of sending away or receiving money, &c.—but the chief of all wants is a wharf, so much so that to enter into any of the industries that are known, or that may at any time crop up, simply means more or less pecuniary loss. In fact, the Bay is next to useless without a wharf. Another thing, the climate, as admitted on all hands, has been wretchedly bad the past two (2) years. This may not be again, but it is well to consider the influence excessive rainfall has had, and may again have, on the fortunes of the place. Still, farmers would often have been at their wits' end in devising means to counteract the influence of so much wet. I attribute in a great measure—though it does not seem to be acknowledged here—much of the discontent and poverty of the present settlers to the great loss of time consequent on so much rain. To the number of days' labour actually lost during the year should be added loss of crops through the ignorance, neglect, or stupidity of the settlers themselves, than whom there could not be found a more unsuitable lot for the purposes for which they were intended. The men with whom I am in league in this settlement matter are all culled men of known respectability, industry, and sobriety, and with means sufficient—should the Government offer liberal advantages, and not be too tardy in settling the question—to greatly promote the prosperity of the place. Should I at any time be assured that the terms were such as we could accept, I would use my best endeavours to get other suitable parties to come.

Referring to saw-mills, I could not advise any party to come to the Bay unless there were some better means than at present of getting the timber away from the various rivers. I think if a wharf were built another mill might be erected, when, no doubt, a small steamer would find profitable employment. I have always been a warm advocate of settlement at Jackson's Bay, but I had no idea that the greater portion of the land was so good. To my mind there is no question as to the ultimate success of the district. The question is one as to the proper means to be employed to initiate that success. I lived for about five (5) years on the West Coast, and I am of opinion that its climate is the best possible for most kinds of vegetables, and for grazing purposes. It will even grow good grain ordinarily, and I think good fruit-trees. Any way, I think so much of it after a two (2) months' residence here, listening continually to the croakings of its strangely ill-adapted population, their real or fancied grievances, and their innumerable wants, that I shall still endeavour to obtain land to settle on, and to induce men suitable to the occasion to settle here also. In doing this I shall not ask for more favour than is becoming in men who, putting their shoulders to the wheel, have determined to push through; but I would ask that any Government labour in the immediate neighbourhood of the settlement be first offered, as far as practicable, to the settlers, always providing, of course, against imposition on the part of the labourer by contract or otherwise.

I think something like the following would work well; any way, my party would be willing to accept it:—Deferred payment; maximum area, 150 to 200 acres at £1 per acre, payable in ten annual instalments of 2s. each, with usual clauses *re* improvements, residence, &c. Payment to be rigidly enforced, or sections forfeited.

Before the Commission came here I had applied for land for myself and three others, and intend, as soon as the result of this investigation is known, to apply for other sections. We intend, if possible, to combine the callings of farmers and sawmillers as far as that is practicable, in order to insure, as much as possible, a fair start to the district. As cost of passage from the Thames to Jackson's Bay will be a considerable item in settlers' expenses—in my case it will cost about £40—I would suggest that the first instalment in the way of rent for land be allowed all settlers paying passage-money equal to that amount, or a fixed deduction might be made in cases where a number agreed to settle.

On second thoughts *re* the enforced payment of rent, I would advise that some concessions be made in the way of improvement of land for the first year or two to settlers combining farming and sawmilling, in order to more firmly establish the timber industry. Afterwards, said settlers could be treated under the full meaning of the Act, as ordinary settlers.

As there might arise some difficulty in the matter of education at the first settlement, I would not object to aid in the instruction of the few children that might be there, until such times as other arrangements could be made. Possibly much of the foregoing is out of place, though it may act as a clue in some cases. I shall be willing to answer any questions, or do anything at any time while waiting for the question to be settled.

I have, &c.,

The Commissioners.

GEORGE EDMUNDS.

P.S.—I hope due consideration will be given to the fact that we applied for, and were prepared to take up, land for settlement at a time when the prospects of the place looked very bad indeed, and when it required more than ordinary courage to resist the oft-repeated warnings of the settlers themselves that ruin would follow in our train.

Should the abandoned sections be sold by auction, I do not quite understand how my party are to act, seeing that they would not be likely to bid for that they have not seen, nor would I take the responsibility on myself. I think, too, that it would prevent intending settlers with means from getting a suitable area in one block.—G. E.

GENTLEMEN,—

Jackson's Bay, 27th March, 1879.

I beg most respectfully on this occasion of expressing my views to you concerning the welfare of this district by suggesting a few remarks. First, I think that a jetty should be constructed without delay, so as to enable vessels to discharge their cargoes and ship timber from saw-mills; and I also think that a steam-launch would be very necessary, so as to link the communication between Jackson's Bay and the rivers in the settlement as far as the Haast; as, without this, great inconvenience and expenses are incurred relative to the high price of provisions and travelling overland. I am sure that should the Government assist us in the two requirements, that a great quantity of land would be settled upon in the northern part as far as the Haast, and another saw-mill would be immediately started on the Okuru, which would be the means of finding us employment instead of always depending on the Government; and I think that the few little improvements which are greatly required for the convenience of settlers would not be considered unnecessary.

Trusting that you will take these suggestions into your kind consideration,

I have, &c.,

WARREN L. CUTTANCE.

The Jackson's Bay Commission.

DEAR SIR,—

Jackson's Bay, 31st March, 1879.

From a remark that I heard you make, in which I coincide, I would respectfully ask you to recommend that a bag or two of grass-seed, with a little white clover, should be sown about the high-ways in various parts of the settlement, which I think would be beneficial in a great many ways.

I have, &c.,

JOSEPH COLLYER.

C. Whitefoord, Esq.

SPECIAL ADVANTAGES OF JACKSON'S BAY FOR A SETTLEMENT, AND ITS PROSPECTS.

SIR,—

Survey Office, Hokitika, 8th April, 1879.

I have the honor, in accordance with the Commissioner's request, to forward herewith statement *re* Jackson's Bay Settlement regarding the following points: 1. Special advantages it offers for a settlement; 2. Its prospects; 3. Proposal for future management. Points 1 and 2 I have treated of together, and the whole is, for brevity sake, given in somewhat abridged form.

I have, &c.,

GERHARD MUELLER, C.S.

H. Bunny, Esq., M.H.R.,
Chairman, Jackson's Bay Commission.

Communication.

Jackson's Bay is the best harbour on the West Coast of the Middle Island, taking into consideration the question of communication with the East Coast.

From Jackson's Bay northward to Cape Foulwind, a distance of, say, 300 miles, nothing but "bar-harbours" are to be met with, difficult of navigation, and accessible to vessels of small tonnage only.

From Jackson's Bay southward to Preservation Inlet, a distance of, say, 150 miles, nothing but sounds and inlets are to be found, which, though large enough to admit the largest vessels, have not a solitary practicable pass or line of communication with the eastern ports of the Island, and few practicable lines of communication between each other. Martin's Bay I of course except: its communication with the East Coast is established, but, like the rivers to the north of Jackson's Bay, it is accessible to small vessels only.

Communication by land with northern, eastern, and southern parts of Middle Island is easy and, I may say, complete, as regards Jackson's Bay:—

Northward.—The construction of twenty-five miles of track between the Haast River and Paringa will open the line for horse-traffic from Jackson's Bay to Nelson.

Eastward.—Haast Pass Track, now in hand and within three months of completion, will open communication between Jackson's Bay and Dunedin—viz.: For dray-traffic from Dunedin to Wanaka Lake, and for horse-traffic from thence to Jackson's Bay. But, beyond this, the construction of railway to Lake Wanaka is authorized; and from Lake Wanaka, *via* Haast Pass, to Jackson's Bay the country is most favourable to railway construction, the pass itself being the lowest of the known passes—only 1,716 feet high, whereas the others range, in round numbers, from 3,000 to 4,000 feet.

Southward.—By way of Jackson's River Valley and Cascade Valley the existing track to Martin's Bay can be reached with ease, and so communication established with Invercargill and the Bluff *via* Lake Wakatipu. The construction of about forty miles of horse-track will effect this. (See plan attached, showing lines of communication between Jackson's Bay and Nelson, Dunedin, and Invercargill.)

Harbour.

Regarding Jackson's Bay being a safe harbour, I am aware that adverse opinions have been given. It is a question which must be left to nautical men to decide; but I may state that I have seen the bay in all weathers, and have seen vessels riding safely at anchor during heavy north and north-east

weather, exactly the directions concerning which alone fears can be entertained. I may also state that one of the whalers lay in Jackson's Bay for nine months, never lifting the anchor for all that time; that others lay there for two or three months; that the "Mary Ann Annison" lately, during the six weeks' stay at the Bay, rode out several northerly gales with the greatest ease; and that during the "Stella's" stay of three weeks at the Bay a succession of hard blowing from north and north-east was encountered. But, even granted that Jackson's Bay does not fulfil the conditions of a thoroughly safe harbour, there is no other place on the West Coast so favourably situated, and with material so readily to hand for the construction of a good harbour as Jackson's Bay; and as it stands at present there is not a place of refuge, excepting the sounds, which for offering safety to shipping in all weathers could be compared with Jackson's Bay.

Lands.

On several occasions complaints have been made about the quality of the land, and it has been suggested that my report of December, 1874, upon the settlement gave a description not warranted by facts. I maintain that statements made about the land in said report are fully born out by the testimony of the Italian representatives given in their report upon the Okuru and Turnbull lands; by Mr. Woolcock in his report of 1876 upon Arawata suburban and Waitoto rural lands; and by many others. The Commissioners themselves having personally visited and inspected the settlements on the Haast, Okuru, Turnbull, Waitoto, and Arawata Rivers, I need not dwell upon this subject further. Having had, however, a better opportunity of examining the land now the clearings have been effected than I had at the time said report was written, I desire to add that none of the land in our much-praised agricultural district of Hokitika and Kokatahi comes up in quality and depth to the land at Okuru, Turnbull, and Waitoto; the former is poor and sandy as compared with the latter.

The failure of the crops during the last three years is attributable, not to the land nor to the floods, but to the exceeding wet seasons. I append hereto a statement showing the rainfall during the past four years. The average is 134 inches; the maximum was reached in 1878, against which year 155 inches were returned by the meteorological observer. The average number of days on which rain fell is 212 days, and there again 1878 heads the list with 259 rainy days during the year. A somewhat clear conception will be got by comparing the rainfall, &c., on the West Coast with that at other places in the Middle Island. I have selected Christchurch and Dunedin, and the average stands thus: Average number of inches—Christchurch, 26; Dunedin, 39; Hokitika, 134. Average number of days on which rain fell—Christchurch, 140; Dunedin, 147; Hokitika, 212.

The floods, no doubt, also did their share of damage to the crops, but their magnitude and duration is as nothing compared with floods in the best agricultural districts in Australia—the Shoalhaven, Hunter, and other districts; for instance, floods in the rich Sacramento Valley, or even those in New Zealand caused by the Waimakiriri, Molyneux, Taieri, &c. Floods in Jackson's Bay District never last more than a tide—three or four hours generally is their duration. The dividing range at furthest is only eighteen miles from the sea-coast, and any extraordinary fall of rain or sudden melting of snow runs off in a few hours. It is, as I have stated already, the excessive rainfall and wet climate, and not the floods, which will make it all but impossible for Westland ever to become a grain-growing country. But when the land is properly drained and ready outlet for surface-water provided—and with very few of the settlers' clearings is this the case—the land will prove excellent for root crops, and cannot be surpassed for grass-growing. Floods, I may also remark, would be less felt and do less harm if the abominable practice of clearing to the edge of the river-banks were desisted from.

Timber.

Some of the detractors of the settlement have been pleased also to deny the existence of timber for saw-mill purposes, as reported by me in 1874. Since that time a large percentage of the forests suitable for saw-mills have been fixed by actual survey. I attach a plan showing the white pine, red pine, and silver pine forests within the settlement. Most of those streaks and patches of good forest land have been fixed by surveyors while running section or traverse lines, and, as they thus had the best possible opportunity of examining both the land and bush, I thought it advisable to furnish a few extracts from their monthly reports bearing upon the various rivers and localities within the settlement, which are appended to this report. The total area of heavily-timbered land known within the special settlement boundaries amounts to 9,000 acres, but it must be borne in mind that the eastern portion of the settlement block remains as yet unexplored as regards timber for saw-mill purposes. Dealing, however, with what is positively known, and comparing same with the timber land about Hokitika, I beg to draw your attention to the following: Hokitika has exported during the last twelve years timber at the rate of 100,000 feet per week (*vide* Collector of Customs' returns), which—together with the local consumption for building, mining, &c., of 20,000 feet per week (*vide* late Chief Commissioner of Waste Lands' report)—brings the total to seventy-five millions of feet for the twelve years. The total area of forest land from which this supply of timber has been derived is 7,600 acres, distributed as follows:—

	Acres.
Hokitika Borough	600
North of Hokitika to Little Houhou Creek (5 miles)	1,600
East of Hokitika to McKay's Creek (8 miles)	3,200
South of Hokitika towards Mahinapua Lake (6 miles)	2,200
Total	7,600

Computing the Jackson's Bay forest-land, which is fully equal to that around Hokitika, by these data, the supply from the 9,000 acres should be equal to ninety million feet, which means constant work for three mills for twelve years, cutting at the rate of about 50,000 feet per week. I may also point out that, with saw-mills established at Arawata, Waitoto, Hapuka, and Okuru Rivers, the haulage of timber need in no case exceed four miles, whereas at Hokitika it is in some cases six miles and over.

Coal.

Small seams and other strong indications of existing coal-beds have been found at Jackson's Bay, Smoothwater, Stafford River, and Hominy Coves. The reports of Dr. Hector and Mr. Cox regarding the likelihood of discovering workable seams are very favourable, and, if realized, Jackson's Bay will more than rival Greymouth and Westport, seeing the depth of water there would enable the largest vessels to call for a loading of coal.

Sandstone, Freestone, and Limestone.

Respecting these articles of export, I need not enlarge; their existence and superior quality is no more a matter of speculation, but of well-authenticated fact.

PROPOSALS FOR FUTURE MANAGEMENT.

The settlement, amidst its many drawbacks, is established, and will never again be abandoned; but, without some fostering care on the part of the Government, it may linger for many years before it will thrive and prove of marked value to the colony at large; and I would therefore suggest that assistance be given in the following particulars:—

1. Build a jetty at Jackson's Bay.
2. Lay down moorings.
3. Grant a subsidy to a small steam-launch for, say, two years. Such a vessel is necessary to bring the timber-rafts from Okuru, Waitoto, and Arawata to the Bay, the place of shipping.
4. Complete the line of communication with Hokitika by construction of Paringa to Haast Track.
5. Repair the roads and tracks within the settlement, and provide for their maintenance for two or three years, seeing the people in the district cannot possibly do this. The maintenance will not exceed £400 per annum.
6. Gazette regulations respecting occupancy of land, double the areas of sections to be allotted to individual settlers, and either reduce the price of land or extend the term of payment.

GENERAL REMARKS.

Jackson's Bay Settlement has always been looked upon with suspicion by the bulk of the Westland people. Its great distance from Hokitika and Greymouth naturally suggested the thought that it would be of little or no benefit to these places; and I confess that, as regards getting their supplies, this will be the case. Jackson's Bay, in a few years hence, will deal with either Melbourne, Dunedin, or any of the other large seaport towns. If, however, any of the old provincial districts are to be specially benefited by Jackson's Bay prosperity it will be Otago, owing to its easy access by way of the Wanaka country.

Considering that, from reasons stated above, Jackson's Bay must sooner or later be the principal port on the West Coast of the Middle Island, the place of first call and departure of Australian steamers, and the focus from whence settlement on the West Coast will radiate, it appears to me that it has claims to special consideration at the hands of the Government. Strictly speaking, the discoveries of copper at Dusky Sound, Marble at Coswell Sound, &c., are all due to the establishment of the Jackson's Bay Settlement; and it cannot be doubted that the vast resources of mineral wealth on the West Coast, of which we have indications in almost every locality, will be the sooner developed, and a substantial revenue from this "out-of-the-way" portion of the Island insured to the Government by it continuing to foster a settlement so promising as that of Jackson's Bay.

Apart from gold, mineral districts do, as a rule, take a long time to develop; but whenever they reach that point they prove exceedingly valuable to a Government.

GERHARD MUELLER, C.S.

RAINFALL during Years 1875, 1876, 1877, and 1878, Hokitika, Westland, New Zealand.

Year.	Inches.	Rainy Days.
1875	130·79	186
1876	116·32	189
1877	136·66	214
1878	154·44	259
Mean	134·55	212

MEAN Rainfall and Rainy Days during Years 1875, 1876, 1877.

	Inches.	Rainy days.
Christchurch	26·67	140
Dunedin	39·45	147

EXTRACTS from Reports forwarded by Surveyors during Progress of Surveys at Special Settlement, Jackson's Bay.

Re Arawata Country, by J. S. Browning, dated May, 1875.

"The principal portion of heavy timber lying within the above boundaries consists of a belt of from 800 to 1,000 acres, 2 feet to 3 feet diameter, along the east bank of the Arawata, and is nearly all red pine. There is also about 300 acres of useful timber about Macfarlane's mound, near the Gorge—a distance of four miles from the sea, and about 1,000 acres round the spurs of Mount McLean and the banks of the Waitoto Creek, in scattered patches of red and white pines. . . .

The timber, although not of a large girth, grows, in very straight and clear trunks, to a very great height. . . .

The land available for settlement at present consists of a block extending south-easterly along the bank of the Arawata to the Gorge a distance of four miles, containing about 1,500 acres; and from the Gorge a block lying between the base of the hills and the Waitoto Creek, about 3,000 acres in the whole area. . . .

Re Waitototo Country, by J. N. Smyth, dated September, 1875.

"The main road line from Arawata has been continued towards Okuru for a distance of 50 chains from Waitototo River; and from what I have so far seen of the land it is superior to any yet laid off.

"I find the best part of the land (so far) is along the river-bank, extending to a distance of, say, 50 chains. The soil is first-class, very deep and rich, little undergrowth, and heavy timber, much scattered. I have run in a prospecting line from the Lagoon . . . to a distance of about 120 chains, at the end of which I met with swamp, but had not time to explore further. Should I be able to spare a day before leaving this river, I purpose running in another blazed line near end of river-traverse, also one along route of road line.

Re Turnbull Country, by J. N. Smyth, dated August, 1876.

"I have explored the land on Turnbull River, say fifty chains in from banks, and find it in every direction to be decidedly the best and most easily cleared of any I have seen in the settlement. There are patches of rich land 100 and 200 acres in extent, only bearing ferns and a low vine scarcely to be seen. The creek beds are so deep as to insure drainage of all surface water. I have also seen some large areas of very fine land on the Okuru; a few belts of first-class red pine I shall reserve.

"The whole of those sections specially marked in the plan are good—in fact, nothing better could be desired for agricultural purposes—and they all contain a large amount of cattle feed. I find the land improving in quality inland, being of a much richer nature, and less sandy. I am at present camped say three miles up river, and hope, with fine weather, to be able to take Okuru River in hand in a short time.

Re Hapuka Creek.

"There appears to be a large amount of very fine timber on this creek—red and white pine. We measured several trees (white pine) 19 feet in circumference, and 60 feet to the branches. When I have more time at my disposal I hope to fully examine this block of timber.

"On the Turnbull there is a large extent of open flax land, perfectly dry, and safe from all floods, which ranks undoubtedly with the best I have met with in Westland.

Re Okuru and Turnbull.

" . . . Also cut road-line in from Turnbull River towards Okuru, a distance of sixty-six chains, passing through splendid country the entire distance. About forty chains in on this line there is a small patch of very fine white pine, with a few good totaras, but not sufficient to reserve for timber. The large creek at sixty-six chains on this line is head of Collyer's Creek, and will probably lead into a swamp, but in to that distance from Turnbull and up river, as far as traversed, there is not an acre of swamp, and the land continues lightly timbered, and of first-rate quality. . . . I have been a good deal through the country on both sides of river, and am confident every section will be speedily taken up."

Re Okuru.

" . . . The interior of the block between the rivers is very swampy, but contains a great quantity of very large red and white pine. . . . The central road passes through timbered country on firm ground, but with a considerable amount of surface water. It commands a great extent of valuable timber, but no land suitable for sections."

COST OF SURVEY, JACKSON'S BAY DISTRICT.

Class.	Area.	Cost per Acre.	Total.	
			£	s. d.
72 suburban and 294 rural sections	15,810	2 10	2,240	0 0
Topographical survey of settlement, 71,680 acres, and 10,240 acres topographical survey, Haast Valley	81,920	0 2	682	0 0
Arawata Township . . . . .	...	...	100	0 0
Mineral and quartz lease surveys, 30 feet	50	...	...	...
Mineral and quartz lease surveys, 20 feet	16	...	105	0 0
Total . . . . .	...	...	£3,127	0 0

RETURN FROM LAND SALES IN JACKSON'S BAY DISTRICT.

Class.	Amount.	Remarks.
	£ s. d.	
Runs	502 1 8	Arawata and Waitototo runs were cancelled by request of settlers, thus reducing receipts from district by £71 per annum.
Town of Arawata	1,156 12 0	
Mineral and quartz-mining leases	96 6 8	
Total	£1,755 0 4	Exclusive of Resident Agents' receipts for rents, &c.

VALUE OF PUBLIC WORKS IN JACKSON'S BAY SPECIAL SETTLEMENT.

	£	s.	d.
1. Arawata and Jackson's River Road	1,150	0	0
2. Arawata Flat Cross Road	316	10	0
3. Bay and Arawata Roads	6,354	0	0
4. Arawata Streets	731	18	0
5. Haast River Roads	554	10	0
6. Okuru Roads	3,634	10	0
7. Waitototo Roads	1,816	0	0
8. Smoothwater Roads	1,371	7	6

Total £15,928 15 6

NOTE.—Exclusive of Arawata Town buildings, Okuru and Waitototo stores, and settlers' cottages.

Arawata and Jackson's River Road.

	£	s.	d.
Width of clearing, 16 feet; formation, 6 feet: completed, 120 chains, at £5 per chain	600	0	0
Width of clearing, 8 feet: completed, 580 chains, at 10s. per chain	290	0	0
Drains, average depth, 2 feet: completed, 130 chains, at 10s. per chain	260	0	0
	£1,150	0	0

Arawata Flat Cross Road.

	£	s.	d.
Width of clearing, 1 chain; formation, 5 feet: completed, 17 chains, at £7 per chain	119	0	0
Outfall drains, average depth, 4 feet: completed, 79 chains, at £2 10s. per chain	197	10	0
	£316	10	0

Bay and Arawata Roads.

	£	s.	d.
Width of clearing, 1 chain; formation, 18 feet: completed, 384 chains, at £12 per chain	4,608	0	0
Width of clearing, 1 chain; formation, 14 feet: completed, 26 chains, at £11 per chain	286	0	0
Width of clearing, $\frac{1}{2}$ chain; formation, 6 feet: completed, 55 chains, at £11 per chain	330	0	0
Side drains, average depth, 3 feet: completed, 347 chains, at £2 per chain	694	0	0
Bridges (planked), covering 1,746 square feet, at 5s. per square foot	436	10	0
	£6,354	10	0

Arawata Streets.

	£	s.	d.
Width of clearing, 1 chain; formation, 16 feet: completed, 31 chains, at £12 per chain	372	0	0
Outfall drains, average depth, $2\frac{1}{2}$ feet: completed, 8 chains, at £2 10s. per chain	20	0	0
Side drains, average depth, $2\frac{1}{2}$ feet: completed, 16 chains, at £2 10s. per chain	40	0	0
Bridges, covering 216 square feet, at 5s. per square foot	54	0	0
Culverts, covering 306 square feet, at 3s. per square foot	45	18	0
Jetty (framed), 1 chain: completed, 400 cubic yards, at 10s. per chain	200	0	0
	£731	18	0

Haast River Roads.

	£	s.	d.
Width of clearing, 16 feet; formation, 6 feet: completed, 77 chains, at £6 per chain	462	0	0
Wire bridge across lagoon	75	0	0
Paved ford in lagoon, 140 square feet, at 2s. 6d. per square foot	17	10	0
	£554	10	0

Okuru Roads.

	£	s.	d.
Width of clearing, 16 feet; formation, 6 feet: completed, 352 chains, at £4 per chain	1,408	0	0
Width of clearing, 8 feet: completed, 389 chains, at £3 10s.	1,361	10	0
Outfall drains, average depth, 2 feet: completed, 32 chains, at £2 per chain	64	0	0
Side drains, average depth, 2 feet: completed, 302 chains, at £1 10s. per chain	453	0	0
Log culverts, covering 1,704 square feet, at 2s. 6d. per square foot	213	0	0
Pile jetty, covering 540 square feet, at 5s. per square foot	135	0	0
	£3,634	10	0

Waitoto Roads.

Width of clearing, 33 feet; formation, 14 feet: completed, 62 chains, at £10 per chain	£	s.	d.
Width of clearing, 16 feet; formation, 6 feet: completed, 209 chains, at £4 per chain	620	0	0
Outfall drains, average depth, 4 feet: completed, 10 chains, at £3 per chain	836	0	0
Side drains, average depth, 2 feet: completed, 220 feet, at £1 10s. per chain	30	0	0
	330	0	0
	<hr/>		
	£1,816	0	0

Smoothwater Roads.

Width of clearing, 20 feet; formation, 6 feet; completed, 260 chains, at £5 per chain	£	s.	d.
Culverts, 571 square feet, at 2s. 6d. per square foot	1,300	0	0
	71	7	6
	<hr/>		
	£1,371	7	6

Notes on the Geology of the Jackson's Bay District, together with Analysis of Minerals found therein.

GENTLEMEN,—

12th April, 1879.

I have the honor to lay before you copy of report on the geological features of the Jackson and Cascade Valleys forwarded to Dr. Hector at Wellington, together with his classification of the rock specimens, and his remarks thereon; also copies of analysis of minerals—namely, copper, chromic iron, and auriferous quartz from the same neighbourhood, with gold returns from Jackson's Bay and the Haast since 1875 to date. [This return only shows the gold bought, not the amount of gold obtained and which may be in the hands of the miners or disposed of elsewhere]; also copies of analysis of coal, limestone, and sandstone from Jackson's Bay. These returns may be of some value in calling attention to the undeveloped resources of this district, of which so little is known. I would also desire to draw the attention of the Commission to a few of the causes that have led to this inquiry, and to the discontent and partial abandonment of the settlement by the foreign portion of the settlers. The difficulties encountered in forming and carrying on this settlement have been due to various causes, against some of which, such as the exceptionally bad seasons we have had since 1875, no amount of foresight would avail; again, the isolated position of the settlement (being cut off from all overland communication with the rest of the colony) enabled those opposed to the settlement to make charges against the capabilities of the district and its management with impunity. This evil could only be remedied as road works progressed; but, as the opening of communication with North Westland, Canterbury, and Otago was a matter requiring time to develop, results could not be looked for in the first year of settlement. There were other causes the effect of which have borne very heavily on the settlement; and I think the most important of all was the unsuitable class of emigrants sent to the settlement. If, as was originally proposed, families from the Shetland and Orkney Islands—men used to fishing and farming combined—had been sent out and located, the result would have been very different; or, if families from Nova Scotia and Prince Edwards Islands—men used to roughing it in a new country, and who, from their training and independence of character are thoroughly self-reliant—could have been induced to emigrate (and I understand there would have been no difficulty in that direction), in place of the Poles and Italians sent here, at a much greater expense to the country than would have brought out those indicated, no such trouble would have arisen as has been experienced with the class I have had to deal with, and the result to the settlers and the Government would have been much more satisfactory. In the second place, as applying to the Poles, the religious difficulty—especially with the women—had a great deal to do with the discontent. Those of them who refused to land from the "Waipara," and who were subsequently taken back to Hokitika, told me plainly that they would not live in a place where there was neither church nor priest. Taking it for granted that we are bound to respect the religious opinions and scruples of those who may come amongst us, and having learned sufficient of their habits and modes of living at Home, and how entirely they lean upon and are guided by their religious teacher in all matters, whether spiritual or temporal, to know that a priest having their confidence, and to whom they could resort for advice in their difficulties, was an essential element to their success as settlers. This opinion is based upon my own observation, and upon conversations held with the Rev. Father Binsfeld whilst on a prolonged visit to Jackson's Bay in connection with his duties as a clergyman of the Church to which they belong. With no such guide they have been acted upon by parties both outside and on the settlement whose sole aim appears to have been to make it a failure. The advice given has not been in the way of encouragement to manfully meet the difficulties incident to new settlements, and of which new arrivals, whether British or foreign, stand so much in need. On the contrary, they have met with a great deal of bad advice, tending to create discontent; this, with the glowing accounts given to them before leaving Home by the agents employed by the Government, and which are not likely to be realized, has also been a source of dissatisfaction. Men of the stamp sent here are not well fitted for this kind of work unless actuated by some strong feeling, such as the dogged fanaticism characteristic of the great Mormon special settlement at Salt Lake, where religious enthusiasm is the predominant feeling, and this is made subservient to the material advancement of the settlement—then, as in their case, success will result, even with very indifferent material; but without some such spur to action it is a mistake to ask other than good self-reliant men to act as pioneers of settlement. The mistake has been made by the Government agents at Home, in sending unsuitable parties; and the settlement has been, I think, unfairly debited with the error. The fear of not being able to obtain employment has also operated to send some away, as I could give them no positive promise on the subject. The re-starting of the saw-mills at Arawata,

and the carrying on of a payable timber trade, from which the settlers reckoned to obtain occasional employment, is contingent upon the completion of the jetty at Jackson's Bay. The action of the Government is very anxiously looked forward to by the settlers remaining on the settlement, as the fact is very apparent that without the means of shipping our products the outlook is anything but promising. Sufficient evidence, I think, has been adduced to show you the vital importance of this work, and I trust your recommendation to the Government will be of such a nature as will convince them of the urgent necessity and public importance of this work, not merely as a work affecting the immediate vicinity of Jackson's Bay, but as affecting the future development of the whole of the south-west coast, and indirectly the whole of the colony.

The Commissioners, Jackson's Bay Inquiry.

I have, &c.,

D. MACFARLANE.

Notes on the Geology of the Jackson and Cascade Valleys.

The presence in Jackson's Bay and neighbourhood of large masses of igneous and metamorphic rocks pointed to the existence of an igneous belt at no great distance inland; therefore, whilst engaged on other duties connected with the special settlement, I took the opportunity, during a fortnight's exploration in the Jackson and Cascade Valleys, of noting the more salient points and features in the geology of those districts, thereby enabling me to locate the line of eruption from whence the rocks found along the coast have been derived. The results of my observations I now submit for your consideration.

My route lay up the Jackson and Arawata Rivers, down to the left-hand branch of the Cascade to its junction with the main stream, thence to within five miles of the point at which the river enters the sea. The main branch of the Cascade I followed up to the point marked A. on the plan, about two miles below where the river comes in from the south-east. Seven miles above the junction of the Jackson with the Arawata I met with the first indication of the igneous rock *in situ*. The belt, which is here about a mile wide, consists principally of the dark green serpentine marked X in the series of hand specimens accompanying this paper, with narrow bands of No. 11 running through it, showing a slight dip to the eastward. The whole formation is very much broken up, the jointings of the dark serpentine being filled in with thin lamina of No. 1; this, on continued exposure to the atmosphere, turns into a white pasty substance, and presents a marked feature in the appearance of the country: as, for instance, where great slips have taken place recently, the exposed rock shows a beautiful light-green appearance; but after long exposure the green changes to white, streaking the ranges with immense white patches that have been taken, when seen from a distance, for quartz and pipe-clay. No. A. (not seen *in situ*) occurs in large angular fragments all along the belt; the top of Mount Richard (from the top of which a complete view can be obtained, on a clear day, of the belt north and south, being composed of an immense cairn of such fragments piled up in indescribable confusion. The same rock is met with all along the Cascade plateau to the sea, more particularly on the southern break of the terrace bounding the lower reach of the Cascade Valley. No. Bx., occurring in boulder form, is met with along the same line. The red appearance, which is the characteristic colour of the whole range, is due to the oxidation of the minerals; the red, white, and green, forming as they do such striking contrasts, presents a very remarkable appearance. The accompanying section, taken near the north end of the belt, together with hand specimens of the rocks as they occur, will better enable you to judge of the nature of the country than any description I can give. The auriferous lode, No. XII., is being prospected. I have failed in detecting free gold in the stone, and whether the pyrites will be rich enough in gold to pay for its extraction, remains to be seen. The lode, which is of great width and standing nearly vertical, lies about sixty chains to the eastward of the igneous formation, having a north and south strike from this point on the section line; the dip of the slates gradually alters, until, at their junction with the eruptive rocks, it shows an angle of 40°. Whether the same sequence prevails further south I am not in a position to state positively; but, as seen from Mount Richards, the enclosing rock to the eastward is a dark and defined slate, showing distinct cleavage lines, and standing nearly vertical, forming a bold escarpment and apparently an abrupt transition from the serpentine rocks to the dark slates without the intervening green slates that are found further north. However, this is a matter requiring more careful and extended observation; enough, if, by directing your attention to this remarkable belt, you may be induced to have it looked into and examined by a competent geologist and mineralogist, the result of whose labours would place you in possession of more extensive and precise data than I have been able to furnish you with.

Above a certain line the belt is entirely devoid of vegetation, and in many places it is bare to the foot of the range. The work of disintegration is going on very rapidly, great slips occurring very frequently, making travelling somewhat dangerous, as in attempting to cross some of those slips a very little disturbance sets hundreds of tons of the *debris* in motion.

From where the formation shows in the Jackson the general course of the belt is south 30° west, widening as it goes south, attaining its greatest width at the back of Big Bay—that is, presuming that the red hill at this point is of the same character as the country I traversed. My furthest south was about twenty-five miles in a straight line from the Jackson to a point where the main branch of the Cascade falls about two hundred feet in about two chains, and within about two miles of where the river comes in from the south-east. From the Jackson to this point I found the formation cut through by the following streams, forming in many places deep gorges—viz., the Jackson River, left-hand branch of the Cascade, Wood-hen Creek, McKay's Creek, Fall Creek, and lastly the Cascade River. This stream, after crossing the formation, has followed along the western line of strike for a considerable distance; but the belt keeps its course irrespective of the present valley formations and other natural features that at present obtain. How much further it may penetrate into Otago further explorations will tell, unless the same formation has been noticed north of Lake Wakatipu.

To the westward of the valley I find the slates and sandstone dipping to the west at an angle of 30°. Specimen No. B, slate from Barn Bay Range, south side of Cascade Valley.

About a mile below the Cascade Saddle the left-hand branch enters a gorge about two miles long. The river being very low I managed to pass down through the gorge. The river having cut clear through to a depth of 150 feet in places, a fine section of the formation is presented, which consists of a heavy conglomerate, showing very complete stratification, and having a very slight dip to N.W. This formation continues right down to the sea, unless where cut through by streams, and forms the Cascade plateau. The river has cut clear through the conglomerate, exposing the older slates (No. A) beneath, and upon which the conglomerates are lying unconformably, the slates dipping to N.W. at an angle of 35°. At Teer's Creek, on the coast line, at high-water mark, the underlying rock is exposed, consisting of a blue clay passing into rock containing large quantities of the ordinary pipi shells found at the present day in the sand on the beaches along this coast. Where this immense body of cemented wash has come from, and the process by which it has been so evenly distributed, is more a question for experts to deal with than for me to guess at; but, aside from all geological speculations as to the "whence and the how" of such things, I think a thorough examination of the country indicated would be productive of useful results, leading to important mineral discoveries, which might be of great financial importance to the country by attracting population to the coast, and thereby developing the at present locked up resources of the South West Coast. The above notes I forward through G. Mueller, Esq., Chief Surveyor of Westland, together with map, cross-section, and box of specimens.

I have, &c.,

D. MACFARLANE,

Government Resident Agent, Jackson's Bay.

James Hector, Esq.,
Geological Department, Wellington.

SIR,—

Geological Survey Office, Wellington, 27th February, 1877.

I have the honor to acknowledge the receipt of your letter of the 16th instant, forwarding Mr. D. Macfarlane's report, accompanied with map, sections, and geological specimens, to explain his explorations of Cascade Valley.

I have studied them with great interest and profit, and propose to publish the report and sections in the forthcoming volume of Geological Reports.

The map shows the continuous development of the belt of magnesium rocks from near Jackson's Bay to Martin's Bay. The specimens indicate that this belt consists of serpentine and dunite, and that it is bounded on the East by the mica schist formation of the Otago Gold Fields, while along its western junction the Maitai slates (the auriferous series of Reefton) appear overlaid by the conglomerates and sandstones of the coal formation.

I enclose a list showing the nature of the rock specimens submitted.

I have, &c.,

JAMES HECTOR.

F. E. Clarke, Esq., Chief Surveyor's Office, Hokitika.

No.	Mark.	Nature.
1	X.	Serpentine.
2	II.	Serpentine, with chert.
3	I.	Green talc.
4	A	Dunite.
	X	
5	B	Dunite, decomposed.
	X	
6	XII.	Schistose quartz with pyrites from reef, auriferous (?).
7	B.	Grey arenaceous sandstone from west of above—altered Maitai (?)—VII.—6.
8	A.	Purple mica sandstone, like plant beds (?)—VII.—6.
9	{ III.—IV. V.—VI. VII.—VIII. XI.—X. XII.—XIII. XV.—XVII. }	Mica schists, similar to Dunstan Gorge, Otago; VIII. has magnetite; and IX. pyrites.

MY DEAR BONAR,—

Colonial Museum, 25th September, 1876.

The specimens handed in for examination from Jackson's Bay are as follow :—

- | | |
|-------|--|
| No. 1 | } Dunite (Marsin Olivine), with chrome ore and traces of copper. |
| No. 2 | |
| No. 3 | } Chrome ore. |
| No. 4 | |

They are the same as found in abundance on the Dun Mountains, near Nelson. At present prices chrome ore is hardly worth working even in old-established mines, and certainly it would not pay to open a new mine.

I have, &c.,

His Honor James A. Bonar, Esq., M.L.C.

JAMES HECTOR.

New Zealand Geological Survey Laboratory.

RESULTS of Analysis of Specimen No. 1792 (1, 2, 3, 4); forwarded by D. Macfarlane, Esq.; locality, Jackson's Bay and Neighbourhood; received, 7th April, 1876; reported on, 19th April, 1876.

Four Specimens. (1, 2, 3, 4.)

No. 1. Neighbourhood of Big Bay.—Chalcocite (sulphide of copper), with a little copper pyrites (Ferro-sulphide of copper) contains about 67 per cent. of copper. This is a very rich copper ore.

No. 2. *Jackson's Bay*.—Impure resin. Burns and inflames very readily, and fuses at about 300° F. Tastes bitter and sweet; partially soluble in alcohol. It is no doubt a product of one of our forest trees.

No. 3. *Black Vitreous-looking Mineral*.—An igneous rock, the variety of which has not yet been ascertained with certainty.

No. 4. *An Ore of Iron*.—Probably titanite iron.

W. SKEY.

SIR,—

Assay Office, Park Street, 6th May, 1876.

As requested, I have made assays of sample of mineral from Jackson's Bay, which proved to be auriferous quartz and pyrites. The following is the result of the two assays:—

No. 1.—Quartz and pyrites, gave 1 oz. 6 dwt. 8 grs. per ton troy. On further testing the bead of gold obtained by cupellation, I found it to contain other metals—consequently this result may be somewhat affected. The small sample submitted would not admit of a duplicate assay.

No. 2.—Pyrites from quartz, gave 3 oz. 0 dwt. 10 gr. per ton troy. The sample of quartz gave 6 per cent. of pyrites.

I have, &c.,

ISAAC LEWIS,

Chemist and Assayer.

G. Mueller, Esq., Chief Surveyor, Hokitika.

SIR,—

Assay Office, 11th May, 1876.

I have the honor to submit the report of samples of quartz containing auriferous pyrites. The samples from which assays were taken weighed 8½ lb. Two assays were made of the quartz, and no result obtained. Two assays were made of the pyrites, the mean of which gave 1 oz. 4 dwt. 12 gr. per ton troy. The quartz gave 5½ per cent. of pyrites. The sample of quartz does not correspond in appearance to the specimens tested before.

I have, &c.,

I. LEWIS,

Chemist and Assayer.

His Honor the Superintendent, Hokitika.

SIR,—

Medical School Laboratory, The University, 11th July, 1877.

The assay of the samples of stone (about 500 lbs.) forwarded by you from Jackson's River, Jackson's Bay, Westland, gives 6 dwt. 12 gr. of gold per ton. Material at a lower level may possibly be found to contain more. I should therefore be disposed to examine further samples. Awaiting your reply,

I have, &c.,

James Nightingale, Esq., Legal Manager,

Star of the South Quartz Reef Company.

JOHN DRUMMOND KIRKLAND, M.B.,

Lecturer on Metallurgy.

New Zealand Geological Survey Laboratory.

RESULTS of Analysis of Specimen No. 1919; forwarded by Dr. Hector; locality, Jackson's Bay; received, 12th of May, 1877; reported on, 12th of May, 1877.

Sandstones from the Coal Measures, Jackson's Bay.

Contains carbonaceous matter in the form of anthracite—

Carbonaceous matter	...	...	...	...	...	13.46
Sand	...	...	...	...	...	83.68
Water as moisture	...	...	...	...	...	2.86

100.00

A tough sandstone of a dark greenish-grey colour, moderate grain; a useful building stone.

J. HECTOR.

New Zealand Geological Survey Laboratory.

RESULTS of Analysis of Specimen No. 2337 (1, 2); forwarded by Mr. D. Macfarlane; locality, Jackson's Bay; received, 6th of September, 1878; reported on, 11th of September, 1878.

(1.) *Fine-grained Limestone.*

Contained 87.1 per cent. carbonate of lime.

(2.) *Coarse Sandy Limestone.*

Contained 74.7 per cent. carbonate of lime, 6.5 per cent. of oxide of iron, 19.7 per cent. insoluble matter.

No. 2338 (1, 2).—(1.) Fine-grained saccharine marble, suitable for statuary purposes. (2.) Black-veined marble.

These marbles were not analyzed, as no further information could be furnished as to their value by analysis. They are both valuable samples, if the rock is sufficiently developed to allow of their being worked.

J. HECTOR.

New Zealand Geological Survey Laboratory.

RESULTS of Analysis of Specimens Nos. 1731-75; forwarded by His Honor J. A. Bonar; locality, Westland; received, 7th July, 1875; reported on, 7th July, 1875.

(a and b.) Two samples of bituminous coal; (c) one carbonaceous shale, the roof of seam (very ashy); (d) one of pyritous matter.

(a.) Small piece of compact moderately-hard coal; burns well, cokes rather strongly, does not puff up on this account. Powder of coal is dark brown; the ash is rather high in amount and is very ferruginous. From the above and the analysis appended it appears that this coal is a genuine bituminous one, though of rather inferior quality (owing to the ash being high), would still prove a very useful coal for general purposes. The chief value of this sample is, however, that it without doubt indicates the existence of a first-class bituminous coal in the vicinity; possibly this sample is merely from the outcrop of the seam, so that pure coal of this quality may be found as the seam is proved.

The sample of coal in powder is similar in most respects to *a*; it, however, contains a little more ash, and is notably ferruginous.

		<i>Analysis.</i>		(<i>a</i>)	(<i>b</i>)
Fixed Carbon	...	...	...	48.43	47.92
Hydrocarbon, &c.	...	...	...	31.06	26.46
Water	...	...	...	3.91	3.76
Ash	...	...	...	16.60	21.86
				100.00	100.00
Evaporative power of (<i>a</i>)	...	...	...	...	6.3 lb.
" "	(<i>b</i>)	...	...	...	6.2 lb.

W. SKEY.

RETURN of GOLD purchased from Jackson's Bay from 1875 to 1879.

		Oz.	dwt.	gr.
August 18,	1875	...	...	13 9 18
September 14,	"	...	...	9 19 18
November 20,	"	...	...	23 0 12
January 14,	1876	...	...	7 0 12
February 9,	"	...	...	14 10 4
January 15,	1877	...	...	9 17 18
February 3,	"	...	...	29 18 12
June 22,	"	...	...	24 16 12
June 27,	"	...	...	20 8 6
September 6,	"	...	...	19 7 0
March 14,	1878	...	...	24 17 19
April 17,	"	...	...	7 14 13
April 26,	"	...	...	14 16 8
June 13,	"	...	...	5 2 18
August 28,	"	...	...	16 10 2
October 29	"	...	...	3 1 15
October 29	"	...	...	16 7 3
November 25	"	...	...	8 5 18
February 26,	1879	...	...	15 3 9
February 27	"	...	...	13 7 12
Total	...	...	...	298 5 13

GENTLEMEN,—

Hokitika, 16th April, 1879.

In May last I was induced to erect a saw-mill at the Arawata River, Jackson's Bay, on the understanding that the settlers were to own half the same, and that a jetty for shipping timber was to be erected. The mill was in working order in July, and contracts for cutting timber were let, and a vessel also chartered for two years to convey the timber to market. To my surprise, during the year 1878 Mr. Macfarlane received instructions to stop all works in connection with the jetty, of which one and a-half chains were then completed. As I was fully under the impression that the jetty was to be completed when I entered upon the speculation, the stoppage of this work has entailed on me a very heavy loss—in the first place, on account of not having a place to stack timber for shipment; and, secondly, because of the extra expense in loading, there being no wharf for the vessel to lay at. As it was, when the vessel arrived great difficulty was experienced in loading her, and a steamer had to be chartered and despatched from Hokitika at a great expense to do so, thereby rendering the speculation a failure financially.

Under these circumstances I respectfully request that you will be good enough to lay the above facts before the Government, as unless the jetty is completed I shall be a very heavy loser by my venture. On the other hand, I am quite prepared to go on working the mill when there is a jetty, as I am quite satisfied that the quantity and quality of the timber is first class, and equal to any bush in New Zealand, and will find employment for settlers for the next ten years.

I have, &c.,

THOMAS HAWORTH,
Saw-mill Owner.

The Jackson's Bay Commission, Hokitika.

GENTLEMEN,—

County Council Chambers, Hokitika, 16th April, 1879.

As member of the County Council representing Jackson's Bay, I think it my duty to state to your Commission my views upon one or two matters connected with the settlement, which I visited last year.

In the first place, it is to be borne in mind that, although Jackson's Bay is a riding of the County of Westland, there has been absolutely no expenditure of county funds in any part of the district during the last two years, nor have the Council derived any revenue from it. It is altogether dependent on the general Government for the execution of such works as are required; and without such assistance it cannot progress.

It seems to me that a great impetus can be given to the settlement by pushing on the works in connection with the proposed jetty. This jetty is estimated to cost about £1,500, and for that outlay constant and remunerative employment would be afforded to many persons, while an extensive and important trade in timber would be at once developed. As you are aware, a saw-mill has been already

erected at the Bay, but in consequence of the great cost of transshipping the timber, owing to the want of wharfage accommodation, the owners of the mill have had to contend with insuperable difficulties. Without a wharf the settlement cannot be maintained in a prosperous condition, while, were it constructed, the rapid rise of the place might be looked for.

The track from Paringa to the Haast is another work of great and urgent necessity and importance. Its construction would open up a great extent of proved auriferous country, and at the same time establish communication along the whole line of the county and into Otago. The length required to be surveyed and constructed is about seventeen miles, and the cost would be, altogether, about £5,000.

If these two all-important undertakings were completed, both gold-mining and saw-milling would be carried on so successfully as to compete with any other district in the colony.

I have, &c.,

McLEAN W. JACK,

Member of the Westland County Council for Jackson's Bay.

The Jackson's Bay Commission.

By Authority: GEORGE DIDSBERY, Government Printer, Wellington.—1879.

Price 3s. 6d.]