

*in the investigation of the West Coast Native claims, and I took a great deal of trouble in order to get up all all about it, information about the business, and was prepared with Mr. Rees to go into the matter, and investigate all the claims.* *Mr. Sievwright.*  
10th Dec. 1879.

116. I shall have other questions to ask after getting a reply to this first question, but I wish to know if Mr. Rees is engaged now, and can make a further charge?—I hold that I am entitled to call upon Mr. Rees to come from Napier whenever he is required upon this particular business.

117. Without further charge?—That is a question which would depend upon what work he has to do. I do not say £300 would be remuneration for all he has to do; possibly very far from that.

118. So that if you call upon him to appear before the Commission to do work in connection with this matter upon which you instructed him, his charge may be considerably more?—I cannot say; it depends on the circumstances ~~when the case comes on, and the amount of work he is called on to do.~~

119. *Mr. Ballance.*] You say, Mr. Sievwright, that you were retained to investigate certain claims on the West Coast?—Yes, all those disputed claims to compensation, and others.

120. Who retained you?—Mr. Hoani Nahe; I was ~~retained~~ employed as solicitor, ~~with and retained~~ Mr. Rees to act as counsel.

121. Then as a matter of fact these are instructions that were given by Hoani Nahe?—Yes; they were very general, and necessarily so.

123. Would you object to answer as to details?—I do not intend to answer as to the course which my client ~~instructed me to take~~ might take in dealing with the claims.

124. On particular details?—That is it. I do not propose to answer as to these.

125. But as to the general instructions that were given you?—I do not object to answer as to that ~~such.~~

126. *Mr. Gisborne.*] Did Hoani Nahe instruct you upon the point of defending the prisoners at the approaching trial?—I cannot say that was mentioned to me at all.

127. Is Mr. Rees, by the payment of this money, under any instructions to defend the prisoners in the Supreme Court?—Certainly not, from any retainer I gave him.

128. Then this fee of £300 was paid to him within that short time on account of the possibility of a Commission being appointed and his appearing before that Commission to investigate the claims on the West Coast?—As to possibility, I understood that it was to be a certainty, and we set to work laboriously to prepare, but for some reason *which I do not know* the Commission was not appointed.

129. Is it usual for solicitors to pay sums like this to retain counsel within so short a period?—I think it is quite usual. I paid only £150, until Hoani Nahe instructed me to pay the other £150 also. Probably without his instructions I should have ~~withheld~~ endeavoured to exercise a discretion in paying the second £150 until we had got into our work.

130. Did you consider that Hoani Nahe's instructions over-ruled the usual custom?—I considered I was getting his instructions to pay Mr. Rees a large fee.

131. But how did you get his instructions?—Mr. Gannon and Mr. Rees were present.

132. Did Hoani Nahe instruct you through an interpreter? Mr Gannon was present.

133. Did you go through the form; did Mr. Nahe speak to you in Maori, and the interpreter translate it into English?—Yes; *and I think I learned* knew from Mr. Rees that he would not undertake the work unless he got a large fee.

134. Why was the sum paid within so short a time in two accounts, instead of being paid in one account?—Simply because ~~of the instructions of Hoani Nahe~~ *Hoani Nahe directed me to pay the whole £300 to Mr. Rees.*

135. Is a solicitor bound by the instructions of his client as to the way in which fees are paid?—Certainly; if my client instructs me to give a large fee, *I must do so.* But I cannot say that £300 is a very large fee. If Mr. Rees were to do the work I expected him to do he ~~might~~ would have to go to the West Coast in order to make inquiries into the details of every claim, and then he would have had to appear before the Commissioners in support of those claims.

136. I want to know what the custom is, whether in these cases it is usual to pay in advance, before even the tribunal is appointed?—*Counsel's fees are always payable in advance, and I say Mr. Rees was not bound to do anything until he got the fee paid into his hand.*

137. Is it usual to pay such a large amount before anything is done?—It is a matter of bargain or arrangement. Counsel is entitled to say he will not do anything unless he gets a large fee, and Mr. Rees, I believe, said so in this case.

138. We have had in evidence that this sum was advanced for the purpose of defending the Maori prisoners, but I understand you to say that was not the object, that it was to inquire into certain claims on the West Coast that Mr. Rees was retained?—Certainly, that was what I was required to do.

139. Under instructions from Mr. Nahe you paid the whole sum in full by way of advance?—Yes.

140. *Mr. Wood.*] Is not the defence of the Maori prisoners and the claims on the West Coast connected together?—Probably they are, more or less, and if one runs into the other in that way, I suppose Mr. Rees ~~would be bound~~ possibly might be called on to defend the prisoners also.

141. And if that question came up on the trial, Mr. Rees would be bound to defend the prisoners so far?—*I suppose so, Possibly,* if that is one of the results of their having claims, if they got into trouble through *it that.* But I cannot say that question of defending the Maori prisoners under trial ever came up before us at all. I could not say that I was to have any connection with it.

142. No connection?—No.

143. Then what has Mr. Rees done in this matter for which he was to receive fees?—He has assisted me in this matter ~~for in regard to which there was to be a commission was to sit.~~

144. But the commission has not been appointed yet?—No.

145. *Mr. Dick.*] Are you the principal in this matter; I see the voucher is made out in another name, to Basil Sievwright, your brother?—I never saw that before; that must have been a mistake.

146. Then that is simply a mistake?—Certainly, that is a mistake.