

floated, would be included?—I can draw no other conclusion than that it must have been in his view. Sir Julius Vogel says, “Am willing take Loan Agency,” and talking of the terms, “payment by centage, and act Agent-General without salary long as suits Government.” Now, how could this be otherwise than applying to the Five-million Loan? In all the loans of New Zealand, five millions is about the biggest thing we have done, and, therefore, at any rate, it necessarily must have exhausted, in even the most sanguine mind, the capability of New Zealand coming forward in the loan market for any fresh loan, at least for one year. Then, how could Sir Julius Vogel, if it was not to include the Five-million Loan, debar himself for twelve months from remuneration by taking the agency, though knowing there was no possibility of any loan coming from which he could get a percentage. In my mind it absolutely must have been present to his mind this Five-million Loan, because it would absorb the potentiality of the colony borrowing for at least twelve months, if not more.

157. Then, take the next telegram, that of the 11th November. Does that telegram confirm the opinion, in your mind, that the Five-million Loan should be included?—I think it is evident that where you have to go upon elliptical writings, such as telegrams are—where you have to read a great deal between the lines—it is perfectly possible, almost inevitable, that any two persons, considering things from different points of view, might come honestly to different conclusions. Reading this telegram, we have, “Agency-General incompatible other business. Government considering expediency relieving you therefrom. Appointing you Agent Inscription Stock, payment by centage”—that is, instead of remaining Agent-General. Understand, You cannot receive commission for negotiating loans, but we will make up to you by appointing you Agent for Inscription of Stock. “Report fully by post arrangements you would propose. Sketch scheme. We would associate two Agents with you. Anxiously waiting news loan.” Virtually you are out of the Agency-General, but still you must not, in negotiating that loan, expect us to pay any commission—that I think clearly was in the mind of Sir John Hall. But I say that Sir Julius Vogel then had it open to him to do as I said, and it was only forbearance on his part not to do so. Technically he was Agent-General whilst this loan was being negotiated by his influence—technically the Government was right, but in spirit I think they were entirely wrong. The abridged statement of a few lines of a telegram may be sufficient excuse; but if they had said distinctly, “We will give you no commission—take your choice,” then, I say, they would, in all probability, have been met by the intimation that until Sir Julius Vogel’s resignation was accepted he must decline taking any further part in the negotiation of the loan, and it would have been hung up. I am clearly of opinion that Mr. Hall did not commit himself in that telegram to giving any commission on the Five-million Loan.

158. The Government said you must resign the directorship and you must not enter into politics. In your opinion, does not the fact of Sir Julius Vogel having distinctly stated that he could not resign the directorship, and also the fact of his having continued his candidature for Falmouth, show that Sir Julius, at all events, thought he was holding the office of Agent-General only until his successor was appointed?—I have not any doubt upon that point. I think, further, and I lay great stress upon this—I am of opinion that not only did Sir Julius Vogel think he had intimated that his choice had been made to continue to enter into politics and to continue his directorship, but that there was a mutuality in that conception—it was not merely a conception in the mind of Sir Julius Vogel and a practice accordingly, but was participated in on this side of the water. This is in Sir Frederick Whitaker’s evidence. When called upon, Sir Julius Vogel said, “Cannot name time.” Then Sir Frederick Whitaker says, “I recollect that, and it was considered and agreed that you must resign within a reasonable time:” that is to say, they had talked over it in Cabinet, and were agreed that it was only a question of time—a reasonable time—for a successor to be appointed, and a reasonable time for an old officer not to go at a minute’s notice. I think the thing was there and then settled, not only in the mind of Sir Julius Vogel, that he had ceased to be virtually Agent-General, but that also it was recognized on this side of the water by the Government.

159. With regard to the time of Sir Julius Vogel’s resignation that you alluded to. On the 4th March Sir John Hall must have recognized the fact that Sir Julius Vogel was at that time holding the office of Agent-General for the convenience of the Government. In your opinion, was the position changed on the 4th March from what it was in November? A great deal hinges upon that. Did anything transpire, as far as you can judge, between November and March to alter the position of Sir Julius Vogel with respect to the office he was holding?—I understand the gist of the question to be, Was there drawing-back or hesitation on the part of Sir Julius Vogel? I do not think there was. I think he fairly made his choice, and said nothing to mislead the Government: that, so far as I can make it out, until he was relieved by Sir Dillon Bell some months afterwards, there was no drawing-back; no saying, “Oh, now that I have thought it over, I will be Agent-General.”

160. Then, you think Sir Julius Vogel was entitled to commission on the Five-million Loan?—I cannot conceive how there can be a doubt about it. There is one point to which I have not referred. It may be desirable that I should, although I do not think there can be anything in it. A point is made of Mr. Ommanney paying the commission he received into the fund. There is a fund in the Crown Agent’s office into which commissions on negotiations for all the colonies of the Empire are paid; and it is not paid to an individual, or to two or three Crown Agents, but over the whole establishment. I have no doubt—and I am now speaking from my own experience, and the intimate relations I had during the fifteen months with the Colonial Office—that the Government had insisted that that should be done in diminution of the expenses of the department, and very properly. But that makes no difference: if Mr. Ommanney receives payment, and hands it over to his wife or children, or to the office fund, the payment made by the colony is the same, and the question of the rights of a third party is in no way affected by the after disposal of the money received from the colony. Sir Penrose Julyan also received £6,250. I say that does not diminish in any way the services of the third party to the floating of that loan under exceedingly discourag-