

Appendix No. 8.] That was the whole contract as far as we are concerned. We own the whole of the sections situated where the road is—that is, the Pipe Track.

5. Does that complete your statement, or are you prepared to answer questions?—That completes the statement as to the contract.

6. Might I ask you, Mr. Kirk—and it would simplify matters if I put the question now—were you at the time the actual owners of any portion of this land?—We were the owners, with another, of the whole of Section 1, and had complete control of the 4 acres.

7. We want to know the actual owners?—Yes, I am quite prepared that the Commission should know.

8. *Mr. Macdonald.*] What is the number of the section, Mr. Kirk?—Section 1. We purchased part of Sections 1 and 3, Section 9 of Block IV., and Section 15 before these negotiations began at all.

9. *The Chairman.*] Were you the actual owners, in point of fact? Had you paid the purchase-money, and had you a title to any of this land in question?—I might explain that we had purchased these two acres—1 and 3, Section 9 and Section 15. All these sections were bought from the Natives, and, in order to help us to finance the matter, the whole thing was gone into by Mr. Blair. The land was bought by us. Mr. J. R. Blair helped us to finance. The titles were in his name for security. We and one other person—and I would ask to decline to give the name, as I do not think it has anything to do with the case—were the owners of the land. In point of fact, Mr. Atkinson, myself, Mr. Blair, and one other person. We were the owners. The title was in the name of Mr. Blair.

10. As a matter of fact, the answer to my question is that you were not the legal owners of the land in question?—Speaking in legal terms, and not business terms, we were not the legal owners. As a matter of fact, we had such interest in the land as would enable us to get a legal title. The other land has been transferred to me, and Mr. Blair has nothing to do with it, and has never drawn a sixpence from it.

11. I am quite willing that you make any explanation you like as to the position you stood in with regard to the land, but I want you, in answering that question, to say whether you were the legal owners?—I had practically a legal title under the Land Transfer Act. If you said, Can Mr. Blair sell the land without Kirk and Atkinson, I would say No; if you said, Can you (Kirk and Atkinson), I should say Yes. Without our consent Government could not buy Section 1, I am quite certain.

12. What was the arrangement made at the time?—That is, the agreement with me? I cannot see that any private arrangements made between us in any way affects the land purchased by the Government.

13. *Mr. Macdonald.*] I do. The order of reference compels the Commissioners to get complete data respecting it: they wish to get it from you?—I quite appreciate the position of the Commission, but, if I may be allowed to say so, it is difficult to draw the line where the Government may advise the Governor to tell a Commission to inquire into the business of Tom, Dick, or Harry, which does not in any way affect a contract entered into by the Government. I trust the Commission will see the position I take up in regard to these matters, and that matters might arise on which I might wish the advise of counsel.

14. *The Chairman.*] The Commission, of course, will form their own opinion of the way in which they will conduct the case. You can take your own position?—I thought it would not be inadvisable for me to explain myself in my opening remark—that there might be some question for counsel to advise me on. I am not at liberty to divulge private matters to the Commission, the Government, or anybody else.

15. There is no occasion for you to divulge anything that I know of. We cannot take cognisance of any agreement which we have not before us?—I cannot see it makes any difference.

16. The facts put on record are that Mr. J. R. Blair is the owner of Section 1, but that Mr. Kirk stated in his evidence that Mr. Blair was trustee on behalf of others for that land. We can recognise that you are at some disadvantage in your evidence being called for without notice. You are not judge of what we should ask and what we want to know. It cannot concern you, but it does us; so you should not refuse to answer questions. We have to get all the evidence we can?—I only take my stand as far as I am a witness. I have to consider how far I am obliged to answer without divulging private matters, in which other persons are interested. I see the nature of the inquiry, and the real subject-matter which is under it.

*The Chairman:* We need not discuss that matter.

17. *Mr. Macdonald.*] Do I understand that your evidence is finished now?—My statement is really finished as far as the contract, and I wish to go on to the question where there is a slight difference of opinion between the Minister of Defence and ourselves.

18. Are you aware, Mr. Kirk, that so late as the 20th of last August the Minister of Defence positively stated in the House of Representatives that you were not the vendors?—I am aware of it, from the newspapers.

19. You are aware of it?—Yes; from the newspapers.

20. Can you account in any way for the impression that seemed to be on his mind, to say that you were not the vendors in the case?—No; unless he has been guided by the advice of his officials. If he had taken the trouble to read the correspondence before he had made that statement he would not have made it. Speaking a long time after the contract was entered into, and not seeing the papers during the time, he must just have picked up what was left on his mind at the time. I wish to say, we had lodged the certificate of title to Section 6 in the name of the Queen on the 12th August, 1891, and asked for the progress-payment we were entitled to under the contract of £360. I obtained that cheque from the Defence Office, and immediately after I had obtained that cheque I get this letter from the Defence Office. [Letter read. See Appendix No. 14B.] That was