

169. You say also that you think he has a good claim for compensation in respect of his loss of the office of Agent under the Inscription of Stock Act. Do you say that the second claim is in addition to the first or alternative?—I think it is clearly in addition; and I would say that, as far as I am able to judge of such things, though in the opinion of the Government the claim for commission was held not to be tenable because technically he continued to be Agent-General—although I say in spirit he had ceased—I think, even if that claim is to be admitted, the claim for compensation is infinitely greater: a good solid claim, as to which the other is as nothing in amount. I think the appointment was clearly promised by the Premier of the colony, and that it is no answer to that to say, "Parliament would not let us." They were bound to do it; it was a thing upon which the Government should have gone out. In my opinion it is a thing upon which in any Court of Justice the damages would come to a very large amount—for the injury sustained by any one who was promised such an appointment, whose information was obtained, whose brains were picked, and who then was turned back on the plea of granting lesser powers; and, although the same powers were given, he is shunted, after having been promised the appointment as compensation for his services by the Premier of the colony. I say the claim to commission is as nothing compared to that.

170. You have applied by analogy to appeal to, and assessment of, a jury; possibly I may be allowed to put it in this way: Upon the first count, that for commission, you have already told us what would be your finding, so to speak. Can you tell us what would be your finding on the second, supposing you had already found on the first?—I can only tell the Committee what I think in general terms; as to the *quantum* I say nothing except this, that in respect to the claim, as I understand it in the figures put forward by Sir Julius Vogel, I think it is very moderate.

171. But you would go to this extent: that you think the damages should be substantial, in addition to the other?—I do, indeed. I have not the shadow of a doubt in my mind upon that.

I freely admit that Sir Julius would be out of Court technically—Courts of law know nothing but technicalities, and that is why I am here before you; but Courts of law must bow before a Parliamentary Committee, which represents the highest Court in the land, and which knows no such things as technicalities.

WEDNESDAY, 21ST SEPTEMBER, 1892.

Sir JOHN HALL examined.

1. *The Chairman.*] You will notice, in the evidence given by Sir Julius Vogel before the Petitions Committee in 1885, and in Mr. H. B. Vogel's statement made before this Committee a few days ago, that your name is mentioned more than once—that reference is there made to a letter from yourself to Sir Julius Vogel, and also to a letter purporting to be written by Mr. E. Fox, who was acting as your Private Secretary, and which letter, in the printed correspondence, is termed "a semi-official letter." These are the two points on which the Committee would like some information from you, or on any other point in connection with the petition?—I was in England in 1885, and I there saw by the papers that this petition of Sir Julius Vogel had been presented, and that the Public Petitions Committee had inquired into it. I obtained a copy of the report of the Committee containing the evidence. When I had done so, I thought it desirable to write to the late Sir Harry Atkinson my impression of the facts, as my conduct appeared to be very seriously impugned by Sir Julius Vogel, and as his statement implied what amounted to a breach of faith on my part. I have here a very rough draft of the letter I wrote to Sir Harry Atkinson, and, if the Committee desire it, I shall read it. It is as follows:—

DEAR ATKINSON,—

Maidenhead, April, 1886.

I have recently seen a copy of the report of the Public Petitions Committee on the petition of Sir Julius Vogel. As the case now stands, in the petition and the evidence, I am made to appear as having been guilty of somewhat sharp practice, if not of an actual breach of faith towards Sir Julius. In justice to myself I am bound to remove so misleading an impression.

Into the general merits of the petition I wish to enter as little as possible; they have been most satisfactorily dealt with in the evidence of Whitaker and yourself. I am writing at a disadvantage; I have none of my own papers or letters here to refer to, and only a few of the printed Parliamentary Papers. My memory may therefore be at fault in some instances.

You will bear me out in saying that in the correspondence with Sir Julius every step of importance was taken after consultation with those of my colleagues who were accessible, and especially with the Colonial Treasurer.

Sir J. Vogel claims—(1) Commission on the negotiation of the five-million loan, or commission on the conversion of the debentures issued under this loan into inscribed stock. (2) Compensation for being deprived of the agency for inscribed stock.

With regard to the first claim, I wish to state generally that any demand by Sir J. Vogel for special remuneration, over and above his salary as Agent-General, on account of services rendered to the colony, was never to the best of my recollection raised or dreamt of by the Cabinet when the five-million loan was being negotiated. No such claim was ever made by Dr. Featherston, Sir Julius Vogel's predecessor, nor even by Sir Julius himself upon the negotiation of the £3,500,000 loan in June, 1878. The salary paid to the Agent-General has always been considered to cover the whole of his services, and anything done by him towards floating colonial loans has always been treated as incidental to the duties of his office.

I may here add that it has also been the rule while Sir Francis Dillon Bell held the office of Agent-General—from the time he commenced until he left—that any services in regard to the floating of colonial loans were looked upon as incidental to his duties as Agent-General, and were covered by his salary.

During discussion in the Legislative Council and House of Representatives in the session of 1880 this rule was invariably laid down.

In answer to this statement, however, Sir Julius contends that he was in November, 1879, in a peculiar and exceptional position, and was in fact only holding office "for the convenience of the Government." In support of this contention, he cites his reply to an intimation from myself (3rd November, 1879) stating that the Government considered it inexpedient that he should remain a director of the New Zealand Agricultural Company, or engage in Home politics, but would allow him a reasonable time to retire from the directorship.

This reply (7th November, 1879), is to the following effect: "Cannot name time resign. Shareholders would think it unfair entertain such intention now."

If Sir Julius had at that time made up his mind not to give up the directorship, but to hold the Agent-Generalship temporarily for the convenience of the Government, and had conveyed any such decision to the Government, the case would have been clear, and our course simple. He would have been required to give up the Agent-Generalship, and other provision would have been made for it. The correspondence was calculated to convey and did convey, to the Government a directly contrary impression as to Sir Julius's wishes. It treated the relinquishment of the directorship as one of *time* only, saying it would be unfair to do so "now," and that the time when he could do so was uncertain.