

1892.

NEW ZEALAND.

# THE POLHILL GULLY RIFLE-RANGE

(REPORT OF THE COMMISSION OF INQUIRY INTO THE PURCHASE OF).

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

## COMMISSION.

To all to whom these presents shall come, and to ALFRED SAUNDERS, of West Melton, in the Colony of New Zealand, a member of the House of Representatives; THOMAS KENNEDY MACDONALD, of Wellington, in the said colony, auctioneer; and JOHN HOLLAND BAKER, of Wellington, in the said colony, Assistant Surveyor-General: Greeting.

WHEREAS a certain block of land containing 40 acres, more or less, situate in or adjacent to the City of Wellington, and known as the Polhill Gully Rifle-range, has been acquired by the Government of the colony for the purposes of a rifle-range: And whereas it is expedient that a Commission should be issued for the purpose of making inquiry into all the circumstances connected with the proposal to purchase, and the negotiations incident to the purchase of, the said block of land:

Now, therefore, know ye that I, James Prendergast, Knight, Chief Justice, the Administrator of the Government of the Colony of New Zealand, reposing trust and confidence in your knowledge, integrity, and ability, in pursuance and exercise of all powers and authorities enabling me in this behalf, and by and with the advice and consent of the Executive Council of the said colony, do hereby constitute and appoint you, the said

ALFRED SAUNDERS,  
THOMAS KENNEDY MACDONALD, and  
JOHN HOLLAND BAKER,

to be Commissioners for the purpose of making inquiry into all the circumstances connected with the proposal to purchase, and the negotiations incident to the purchase of, a block of land containing some 40 acres, more or less, situate in or adjacent to the City of Wellington, and known as the Polhill Gully Rifle-range; and in particular to make full and diligent inquiry into and to ascertain the following matters and things: namely,—

1. The names of the parties who made the proposal to the Government to purchase the said rifle-range, and the date of such proposal; the nature of the proposal, the reasons which led to it, to whom such proposal was first addressed or made; whether expert evidence was taken as to the suitability of the site for Volunteer purposes prior to any decision being arrived at as to purchase; and the nature of the instructions given respecting the purchase.
2. Whether there were any good and sufficient reasons why the land was not taken under the Public Works Act.
3. At what date were the first instructions given by the Minister of Defence authorising Messrs. Kirk and Atkinson to purchase the block at a cost not exceeding £3,000, and whether at this date Messrs. Kirk and Atkinson owned the land or any part thereof, or whether the same was then in their hands for sale; whether it was feasible for the Minister to have obtained an appropriation by Parliament for such purchase, thus avoiding the payment being charged to "Unauthorised."
4. Whether agents were employed on behalf of the Government to effect the purchase, and, if so, the names of such agents, and whether they carried out the original instructions given to them respecting the purchase.
5. If agents were employed, whether the Government agreed that such agents should be allowed to abandon their agency and become principal vendors. If so, whether such a change from agent to principal vendor was beneficial or otherwise to the Government in a monetary sense, and upon whom does the responsibility of such a change rest.

6. What were the names, addresses, and occupations of and area owned by each of the owners of the freehold and leasehold lands comprising the rifle-range at the time the proposal to purchase it was first made. The date when, and by whom, negotiations were first opened up with each owner. The nature of the transactions in such lands with such owners, and since that date. The amount of actual purchase-money received by each owner. How and when such purchase-money was paid, and by whom, and to whom. And whether any provision was made for the cancellation of existing leases. If not, the date of the expiry of the existing leases, and what amount payable as rental.
7. The amount of purchase-money paid by the Government in connection with such lands, the date of payment, and to whom such purchase-money was paid. The amount of difference, if any, between such purchase-money, and that actually received by the original owners from the agents or principal vendors in reference to the said lands.
8. Whether any persons other than Messrs. Kirk and Atkinson were ever interested with them in the purchase of such lands from the original owners. If so, the names, occupations, and addresses of such persons, the amounts paid away or received by them in connection with any portion of such lands, and the amount of profit, if any, made by them in connection with their interests therein.
9. The nature and full text of any agreements existing for the purchase of any interest in any portion of such lands the title to which may not yet be complete, and the names of all parties beneficially interested in such purchase, whether stated on such agreements or otherwise.
10. Whether the total area originally stated to be necessary for the rifle-range has been acquired and paid for by the Government, and, if not, what is the area still remaining to be acquired.
11. Whether any portion of the lands in Polhill Gully acquired from the original owners for the Government in connection with the rifle-range have been retained by the agents or principal vendors and been offered by them to others at a large advance on the original purchase-money, although Government had not notified the vendors that the land was not required.
12. Whether disputes have arisen between any of the original owners or other parties respecting the title to and the payment of any portion of the purchase-money of such lands, and the nature of such disputes, and whether the litigation that has taken place as between the Native owners and other Natives claiming an interest in the lands affected in any way the title of the lands purchased or to be purchased.
13. Whether the owners of the lands adjoining the block selected for a rifle-range are willing to allow a range to be erected in Polhill's Gully. Whether there are any valid objections to the lands purchased being used as a rifle-range.
14. Whether, looking at the whole of the circumstances connected with the rifle-range, it is desirable in the public interest that the balance of the lands, if any, should be acquired, and the purchase formally completed.
15. And, generally, to make inquiry into any matter or thing arising out of or connected with the several subjects of inquiry hereinbefore mentioned, or which in your opinion may be of assistance in fully ascertaining, explaining, or assisting in arriving at a fair and just conclusion in respect of the subjects of inquiry, or any of them, or any part thereof or in relation thereto.

And for the better enabling you to carry these presents into effect you are hereby authorised and empowered to make and conduct any inquiry under these presents at such place or places in the said colony as you may deem expedient, and to call before you and examine on oath or otherwise, as may be allowed by law, such person or persons as you may think capable of affording you information in the premises. And you are also hereby empowered to call for and examine all such books, documents, papers, maps, plans, accounts, or records as you shall judge likely to afford you the fullest information on the subject of this Commission, and to inquire of and concerning the premises by all other lawful ways and means whatsoever. And, lastly, using all diligence, you are required to report to me, under your hands and seals, your opinion resulting from the said inquiry in respect of the several matters and things investigated by you under or by virtue of these presents, not later than the eighteenth day of May next ensuing, stating in such report what steps, if any, it would, in your opinion, be expedient to adopt under the circumstances which you find to exist; and in what manner effect should be given to such recommendation. And it is hereby declared that this Commission shall continue in full force and virtue although the inquiry be not regularly continued from time to time by adjournment, and that you, or any two of you, shall and may from time to time proceed in the execution hereof, and of every power, matter, and thing herein contained.

In witness whereof I, James Prendergast, Knight, Chief Justice, the Administrator of the Government of the Colony of New Zealand, acting by and with the advice and consent of the Executive Council of the said colony, have hereunto set my hand, and caused these presents to be issued under the seal of the said colony, at Wellington, this twelfth day of April, in the year of our Lord one thousand eight hundred and ninety-two.

Issued in Executive Council—  
ALEX. WILLIS,  
Clerk of the Executive Council.

JAMES PRENDERGAST,  
Administrator of the Government.

## REPORT.

---

To His Excellency Sir James Prendergast, Knight, Chief Justice, the Administrator of  
the Government of the Colony of New Zealand.

SIR,—

1. Although the Commission with which your Excellency has honoured us is dated the 12th day of April last, it was not placed in our hands until the 4th day of the present month. Since then we have met every day, and have taken evidence in the presence of a number of the parties interested in the result of the inquiry and the representatives of the Press. We have visited and thoroughly examined the ground at Polhill Gully, and the long rifle-range at Evans Bay; have inspected maps, papers, and correspondence; and have now the honour to report upon the greater part of the thirty-eight points referred to us with reference to “all the circumstances connected with the proposal to purchase, and the negotiations incident to the purchase of, a certain block of land situate in or adjacent to the City of Wellington, known as the Polhill Gully rifle-range.”

2. We have nothing definite to report in answer to the first question that appears in our instructions, as to “the names of the parties who made the proposal to the Government to purchase the said rifle-range, and the date of such proposal,” as the whole business as it comes before us evidently originated in unrecorded conversations, of which, after the lapse of two years, no very clear account can be gathered.

3. From the evidence which accompanies the report it will be seen that about three months before the 25th day of July, 1890, Mr. Atkinson, of the firm of Messrs. Kirk and Atkinson, solicitors, of the City of Wellington, called on Captain Humfrey, then Under-Secretary for Defence, with reference to the Government giving up a small portion of their original lease, and also had a conversation with him on the subject of purchasing the Polhill Gully rifle-range. After this conversation Mr. Atkinson was conducted by the Under-Secretary to Captain Russell, then Minister of Defence, with whom the subject was also discussed, but nothing definite appears to have resulted from that interview. Some two or three months later Mr. Kirk, his partner, called upon the Under-Secretary for Defence, with the result that, on the 25th day of July, Messrs. Kirk and Atkinson received from the Defence Department a letter proposing to treat with them as agents for the purchase, and informing them that the Government was prepared to give for the block required, estimated to contain some 44 acres, a sum not exceeding £3,000.

4. From the evidence of Mr. Kirk and Captain Humfrey, it appears that after the receipt of this letter several unrecorded conversations took place between these two gentlemen, with the result that twenty-six days after that letter had been written Messrs. Kirk and Atkinson forwarded a letter to the Under-Secretary for Defence proposing to sell to the Government 37 acres of the required land for the sum of £3,000, or so much of the 37 acres as might be purchased without any great difficulty; and, whether the purchase of the required block was completed or not, it was ultimately stipulated that Messrs. Kirk and Atkinson should be paid for all that was purchased at the rate of £81 per acre.

5. At this somewhat late stage Mr. Mackay, the Native Land Commissioner, appears to have been consulted as to the value of the land. Mr. Mackay assented to the value which the Government, through Captain Humfrey, had proposed in the latter's first letter to Messrs. Kirk and Atkinson. Mr. Mackay's valuation was, however, apparently based upon the Property-tax valuation of the land made in 1888, but evidently without any knowledge of the price at which the land could be purchased from the Native owners. The Solicitor-General was also consulted as to the agreement with Messrs. Kirk and Atkinson, and proposed several amendments, which amendments Messrs. Kirk and Atkinson accepted.

6. No expert evidence was taken or sought for “as to the suitability of the site for Volunteer purposes” prior to these engagements, as Captain Humfrey informs your Commissioners that, as a military man, he is himself an expert, and therefore thought it unnecessary to seek outside advice on that subject.

7. We find no “good and sufficient reasons why the land was not taken under the Public Works Act.” We cannot understand why, when consulted by the Defence Department, the opinion of the Solicitor-General, that “it would have been preferable for the Government itself to have taken the land under the Public Works Act,” was not acted upon even at that stage of the negotiations.

8. As the Under-Secretary, in his letter of the 25th day of July, written with the consent of the Defence Minister, contemplated an expenditure of £3,000, a considerable portion or all of which would probably be required within the financial year, there appears to your Commissioners no apparent reason why that sum should not have been placed on the supplementary estimates for the current financial year before the House of Representatives closed its session on the 17th day of September, 1890.

9. No agents appear at any time to have been "employed on behalf of the Government to effect the purchase." The first letter upon the subject which we find on record, written by the Under-Secretary for Defence to Messrs. Kirk and Atkinson, distinctly included the condition that that firm should act as agents, and supplied them with information which should have been given only to an agent for the Government. Captain Russell, even so late as the 20th day of August, 1891, judging from certain remarks made by him in the House of Representatives on that day, as recorded in *Hansard*, was evidently under the impression that Messrs. Kirk and Atkinson were acting as agents and not as principal vendors; but throughout the recorded correspondence, and throughout their evidence before the Commission, Messrs. Kirk and Atkinson clearly and consistently deny that they ever acted or were ever willing to act in any other capacity than that of principal vendors. Both the letters of the Under-Secretary for Defence and those of Messrs. Kirk and Atkinson quote the "Minister of Defence" as a consenting party to this change of agreement; but apparently Captain Russell was not himself aware that any such altered agreement was being submitted to Messrs. Kirk and Atkinson in his name, or was being sanctioned by him on the part of the Government.

10. It will be seen by the evidence of Captain Humfrey that he considered that there was so little importance in the difference between an agent and a principal vendor in this transaction that he did not consult the Minister of Defence on the subject, although officially using his name as a principal party to the agreement.

11. The evidence discloses that the average price of the land bought by Messrs. Kirk and Atkinson was £36 9s. 1d. per acre, and, as it was sold by them to the Government at £81 per acre, there can be no doubt of the extremely disadvantageous character of the agreement entered into with that firm by the Defence Department.

12. As might have been expected from the nature of the agreement, the evidence proves, and our own examination leaves no doubt of the fact, that Messrs. Kirk and Atkinson have only purchased and transferred to the Government the cheapest and the roughest portion of the land. They do not appear to have had any special knowledge of the purchase of Native lands, and had themselves to employ an agent to act on their behalf. On the other hand, the Government had the Native Department with its expert knowledge at command, and could have purchased the land required through that department quite as cheaply as Messrs. Kirk and Atkinson were enabled to do, while the portion held by a syndicate prior to the negotiations could have been taken under the Public Works Act. More especially does the action taken appear unjustifiable when it is remembered that it was impossible for any one other than the Government to purchase these lands until the Government restrictions under the Native Land Act were removed.

13. On the 25th day of July, 1890, Messrs. Kirk and Atkinson were not the registered owners of any portion of the land which the Government proposed to purchase, but they claim to have had an interest in and control over Section 1 of Block XV.A, containing 4 acres 3 roods 31 perches, which was registered in the name of Mr. J. R. Blair. For this the syndicate received from Messrs. Kirk and Atkinson £300 on the 28th February, 1891, leaving £100 still unpaid. Section 2 of the same block, containing 6 acres, was in the joint names of Rapana te Ohiro and Tamati Hapimana. For this Messrs. Kirk and Atkinson appear to have paid £75 to each of the joint owners—to Rapana te Ohiro on the 13th February, 1891, and to Tamati Hapimana on the 10th August. Section 3, containing 6 acres 1 rood 5 perches, was in the joint names of Ihaka te Rou and Tamiora Love, who, on the 15th February, 1892, are shown to have received from Messrs. Kirk and Atkinson the sums of £78 10s. and £100 respectively. Section 6, containing 8 acres 3 roods 29 perches, was in the name of Tamati Wiremu te Wero, for which he appears to have received, on the 24th October, 1890, the sum of £225 from Messrs. Kirk and Atkinson. This account of moneys paid by them, obtained from Messrs. Kirk and Atkinson, corresponds with the figures procured from the Registrar of Deeds in Wellington.

14. From this statement it will be seen that 4 acres 3 roods 31 perches of land purchased by Messrs. Kirk and Atkinson from the syndicate was paid for at the exceptionally high

price of £80 18s. 3d. per acre, being more than three times as much as the average price paid by the same firm to the Maoris for land of a similar character. This syndicate consisted of four persons—Messrs. J. R. Blair, A. O. O'Donahoo (surveyor), R. C. Kirk, and E. T. Atkinson. The same land was purchased from Mohi Parai and Te Awe Parai by the syndicate on the 6th June and 4th July in the preceding year for £120.

15. But, apart from the handsome profit derived by Messrs. Kirk and Atkinson as members of the syndicate, and admitting that the full amount stated by them was paid to the several vendors, the account stands thus: Buying-price of 26 acres and 25 perches purchased by Messrs. Kirk and Atkinson, £953 10s.; selling-price of 26 acres and 25 perches sold by Messrs. Kirk and Atkinson to the Government, £2,118 13s. 1d: thus showing that the Defence Department engaged to pay Messrs. Kirk and Atkinson for the 26 acres 25 perches no less than £1,165 3s. 1d. more than the sum for which they purchased it.

16. Your Commissioners have reason to believe that all necessary rights to use the range might have been secured for some years to come without any such serious outlay; whilst, even now, such a right has not been obtained by the costly purchases made from Messrs. Kirk and Atkinson. Nor would such a right have been obtained if the whole 37 acres had been purchased, as even then the Government would have secured no land on the right-hand side of the long range, without which that range can only be used by permission of the occupier of the town reserve which abuts upon it.

17. With regard to the question as to whether any portion of the land acquired by Messrs. Kirk and Atkinson for Government had been offered by that firm to other parties at a large advance on the original purchase-money, the evidence goes to show that Messrs. Kirk and Atkinson have not offered any portion of the land purchased by them for the Government to any other person.

18. Lastly—coming to the important practical question, “Whether, looking at the whole of the circumstances connected with the rifle-range, it is desirable in the public interest that the balance of the lands, if any, should be acquired, and the purchase formally completed?”—your Commissioners find that the two ranges in Polhill Gully are pronounced by those best qualified to give an opinion to have little to recommend them as rifle-ranges except their proximity to the city, which renders them convenient for Volunteer practice and class-firing; and, to make them secure against any possible accidents, further lands would have to be purchased: even now it is found necessary to use for modern rifles and for men qualifying for prize-firing a much better site which exists at Evans Bay, within a mile and a quarter of the present tramway-terminus. A numerously-signed petition has also been presented which shows that the surrounding residents most strongly object to the future use of these ranges, as dangerous to life and detrimental to the value of property in the locality. The owner of the land behind the targets of the long range has also sent in a strong protest against the future use of this range, as he intends to subdivide some of his land for building-sites. A steady increase of population in the locality adds intensity and importance to all these objections. It therefore appears to your Commissioners that it is not desirable to incur any avoidable further outlay on the purchase of the Polhill Gully rifle-range.

19. With this report we forward the evidence of twenty-three witnesses examined by us, a petition, and some letters addressed to the Commissioners, and a sketch-map of the ground, on which the lines of what are known as the long and short ranges are drawn in black; the 26 acres purchased from Messrs. Kirk and Atkinson are coloured blue, the  $10\frac{3}{4}$  acres of the proposed block which have not been purchased are coloured yellow, and the unsecured reserve adjoining the long range is shown in green.

We respectfully submit to your Excellency this our report.

Witness our hands and seals, this 17th day of May, 1892.

ALFRED SAUNDERS, Chairman.  
T. KENNEDY MACDONALD.  
J. H. BAKER.

## MINUTES OF PROCEEDINGS.

WEDNESDAY, 4TH MAY, 1892.

The Commissioners met at the Parliamentary Buildings, at 3 p.m.

*Present:* A. Saunders, Esq., M.H.R., T. K. Macdonald, Esq., and J. H. Baker, Esq.

The Royal Commission was read.

*Resolved,* That Mr. Saunders be appointed Chairman of the Commission.

*Resolved,* That Mr. J. F. Andrews be appointed secretary, and Mr. Donald McLennan assistant secretary, to the Commission.

*Resolved,* That a letter be forwarded to the Minister of Defence requesting that the Commission be extended to the 18th June, and that the Commission be forwarded to the Minister for amendment accordingly.

*Resolved,* that the Commission shall sit from 11 a.m. to 1 p.m. and from 2 p.m. to 4 p.m. each day.

The question as to whether the proceedings should be public or private, and whether the representatives of the Press be admitted, was held over for the present.

Mr. Kirk, of the firm of Kirk and Atkinson, applied to have access to the Commission, and also to be represented by counsel, as his firm was a party to the sale.

The Chairman said a good deal of preliminary work had yet to be settled, and the question as to whether the inquiry should be public or private had not been decided.

Mr. Kirk said he was entirely in the hands of the Commissioners.

The Commissioners would take time to consider the matter.

The secretary was instructed to request Captain Humfrey to be in attendance at 11 a.m. on Friday morning.

Colonel Hume was requested to furnish the Commissioners with a complete plan, giving the exact particulars of the land bought and paid for.

The Commission adjourned till 11 a.m. on Thursday.

THURSDAY, 5th MAY, 1892.

The Commissioners met at 11 a.m.

*Present:* A. Saunders, Esq., M.H.R. (Chairman), T. K. Macdonald, Esq., and J. H. Baker, Esq.

The Commissioners proceeded to Polhill Gully, accompanied by Colonel Hume (Under-Secretary for Defence), Mr. Seaton (surveyor), Mr. Donnelly, of the Defence Department, and Mr. Kirk, of the firm of Kirk and Atkinson. After making a thorough examination of the ground, the Commissioners adjourned till 2 p.m.

*Resolved,* That the Press be admitted, and that any person having an interest in, or to be specially affected by, the inquiry be allowed to be present either in person or by proxy.

*Resolved,* That no person be allowed to address the Commissioners in the interest of any person or persons.

*Resolved,* That the Chairman shall have a deliberative as well as a casting vote.

*Resolved,* That a return be obtained from the District Land Registrar of all transactions which have been registered in connection with Sections 1, 2, 3, 4, 5, and 6, Block XV. or XV.A, adjoining the Town of Wellington, at a place known as Polhill Gully.

The Commission adjourned till Friday at 11 a.m.

FRIDAY, 6th MAY, 1892.

The Commission met at 11 a.m.

*Present:* A. Saunders, Esq., M.H.R. (Chairman), T. K. Macdonald, Esq., and J. H. Baker, Esq.

Mr. Kirk, of the firm of Kirk and Atkinson, made a statement, and was examined by the Commissioners.

Captain Humfrey was examined.

The Commission adjourned till 11 a.m. on Saturday.

SATURDAY, 7TH MAY, 1892.

The Commission met at 11 a.m.

*Present:* A. Saunders, Esq., M.H.R. (Chairman), T. K. Macdonald, Esq., and J. H. Baker, Esq.

Mrs. Agnes Simeon, and Messrs. Tamati Wiremu te Wera and Rapana te Ohiro gave evidence.

Mr. W. J. Haines made a statement, and asked when the Commissioners would be prepared to receive a petition protesting against the erection of a rifle-range at Polhill Gully.

The Chairman said the Commissioners would be prepared to receive such a petition on Monday, the 9th instant.

The Commission adjourned till Monday, at 11 a.m.

MONDAY, 9TH MAY, 1892.

The Commission met at 11 a.m.

*Present:* A. Saunders, Esq., M.H.R. (Chairman), T. K. Macdonald, Esq., and J. H. Baker, Esq.

Mr. Kirk gave further evidence.

Mr. Atkinson gave evidence.  
 Captain Humfrey gave further evidence.  
 Colonel Fox and Mr. Miller gave evidence.  
 The Commission adjourned till Tuesday, at 11 a.m.

---

TUESDAY, 10TH MAY, 1892.

The Commission met at 11 a.m.  
*Present*: A. Saunders, Esq., M.H.R. (Chairman), T. K. Macdonald, Esq., and J. H. Baker, Esq.  
 Captain Duncan, of the Navals, gave evidence as to the suitability of the range for Volunteer purposes.  
 Mr. McCarthy made a statement, which the Chairman ruled out of order.  
 Mr. Kirk made a short statement.  
 The Commission adjourned till Wednesday, at 11 a.m.

---

WEDNESDAY, 11TH MAY, 1892.

The Commission met at 11 a.m.  
*Present*: A. Saunders, Esq., M.H.R. (Chairman), T. K. Macdonald, Esq., and J. H. Baker, Esq.  
 Captain Collins, Lieutenant Davy, and Messrs. Williams and Stitt gave evidence.  
 Mr. W. J. Haines appeared before the Commissioners in support of a petition signed by residents of Mitchelltown, protesting against the erection of the rifle-range.  
 The Commissioners decided to inspect the range at Evans Bay on Thursday forenoon.  
 The Commission adjourned till Thursday, at 2 p.m.

---

THURSDAY, 12TH MAY, 1892.

The Commission met at 2 p.m.  
*Present*: A. Saunders, Esq., M.H.R. (Chairman), T. K. Macdonald, Esq., and J. H. Baker, Esq.  
 The Chairman reported that the Commissioners had visited Evans Bay, and had made an inspection of the long range at that place.  
 A letter was read from Mr. A. B. Fitchett, stating that his land adjoined the present range at Polhill Gully, and protesting against the range being permanently used for that purpose.  
 Colonels Pearce and Newall gave evidence as to the suitability of the range, and Messrs. Tamati Wiremu te Whero and Tamati Hapimana also gave evidence.  
 The Commission adjourned till Friday at 11 a.m.

---

FRIDAY, 13TH MAY, 1892.

The Commission met at 11 a.m.  
*Present*: A. Saunders, Esq., M.H.R. (Chairman), T. K. Macdonald, Esq., and J. H. Baker, Esq.  
 The following witnesses were examined: Colonel McDonnell, licensed interpreter; Mr. George Richards, cabinetmaker; Captain Coleman, of the A.C. Barracks; Mr. Kirk, of the firm of Kirk and Atkinson; Mrs. Josephine Love; Mr. Heywood, Secretary to the Treasury; Mr. Morison, solicitor.  
 The Commissioners announced that there would be no further witnesses.  
 Mr. Kirk thanked the Commissioners for the impartial manner in which they had conducted the inquiry.  
 The Commissioners then retired to consider the evidence and to draw up a report, after which the Commission adjourned till Saturday at 11 a.m.

---

SATURDAY, 14TH MAY, 1892.

The Commission met at 11 a.m.  
*Present*: A. Saunders, Esq., M.H.R. (Chairman), T. K. Macdonald, Esq., and J. H. Baker, Esq.  
 The Commissioners considered the draft report, which was considered and amended, and ordered to be sent to the printers.  
 The Commission adjourned till Monday, at 11 a.m.

---

MONDAY, 16TH MAY, 1892.

The Commission met at 11 a.m.  
*Present*: A. Saunders, Esq., M.H.R. (Chairman), T. K. Macdonald, Esq., and J. H. Baker, Esq.  
 The Commissioners considered the draft report, which was further amended.  
 The Commission adjourned till Tuesday, at 9.30 a.m.

---

TUESDAY, 17TH MAY, 1892.

The Commission met at 9.30 a.m.  
*Present*: A. Saunders, Esq., M.H.R. (Chairman), T. K. Macdonald, Esq., and J. H. Baker, Esq.  
 The Commissioners signed their report, and instructed that it be forwarded to His Excellency Sir James Prendergast, Kt., the Administrator.

## MINUTES OF EVIDENCE.

FRIDAY, 6TH MAY, 1892.

Mr. KIRK examined.

*The Chairman*: Captain Humfrey was to have been examined first, but, as he is not in attendance, are you willing to submit yourself to examination? Of course, if there is any question you wish to have advice on we can postpone your examination. We have one or two preliminary witnesses to call.

*Mr. Kirk*: I am quite willing to expedite the work of the Commission and submit myself to examination, but would like any question on which I wish to be advised left over, to give me an opportunity of consulting counsel. It makes very little difference whether my evidence is taken to-day or to-morrow. I am quite willing to go on with it. I may say I am in this position: that I have no one present to take a note of my evidence, so as to enable me to frame any question I may wish to ask.

*Mr. Macdonald*: You will be furnished with a copy of the evidence.

1. *The Chairman.*] You appear here, Mr. Kirk, on behalf of Messrs. Kirk and Atkinson. Were you the original vendors in connection with the sale of the land at Polhill Gully to the Government?—Yes.

2. Will you tell us when you first entered upon this transaction, or when it was first proposed to you? Well, perhaps, Mr. Kirk, you would like to give your evidence in the form of a narrative, in your own way?—Very well. As far as I know, I was first written to from the Defence Office, on the 25th July, 1890. As far as I can recollect, about three months before that date Mr. Atkinson went to the Under-Secretary for Defence to see if there would be any objection to the Defence Department releasing part of Sections 1 and 3, in which we were interested, and which the Government leased, the lease having three or four years to run, as we wished to put it in the market. Mr. Atkinson saw Captain Humfrey in connection with the matter, and the Hon. Captain Russell. Captain Humfrey asked Mr. Atkinson if he was satisfied for the Government to acquire the land, and Mr. Atkinson said Yes. No definite proposal was made up to that time. Mr. Atkinson then went away to the Waikato. In the meantime, Captain Humfrey asked me three or four times whether we were prepared to negotiate in the matter or not, and on one occasion he was rather more pressing than usual, and asked me to come into his office and go into the matter with him. I got a plan, and we went into his office and discussed the whole question, and what land, as far as I could see, it was necessary for them to buy. I told him I would consult Mr. Atkinson in the matter. I said, of course I could not give him anything like a correct price for the land, but, as far as I could see, it would come to about £3,000. Nothing was definitely settled. Then, on the 25th July—I do not recollect whether there was more than one interview before this letter was written or not—but on that date I got this letter from the Under-Secretary for Defence. [Letter read. See Appendix No. 1.] Mr. Atkinson was away when I got that letter, and I had to wait till he came back before I could reply. When he came back we went into the matter very carefully. I saw Captain Humfrey, and told him I had had enough experience in acquiring Native land to know the bother there was, and that I did not care, at any rate, to account for every penny of expenditure through the Audit Department, and therefore would not accept an agency, but that we would secure the land and put the matter into writing in such form as would meet our views. He asked me to do that. I will read this reply. [Letter read. See Appendix No. 2.] You will see, after reconsideration, they altered that. This was the letter which [referring to one of the proposals of the letter] after consideration, we wrote. After the one interview between Captain Humfrey and myself—between the date of that letter and the letter in reply—nothing important transpired. The next step in the negotiations was a letter of the Under-Secretary for Defence to us. [Letter read. See Appendix No. 5.] That was the 11th September. Well, we discussed that, and on the following day replied. [Letter read. See Appendix No. 6.] The Defence Minister, so far as letters show, was willing to allow us to draw such moneys as we required. Having thought over the matter, we said as we were the principal vendors, it was hardly fair to ask Government to supply money to effect our own purchase with, and that it would be more consistent if we did not draw money on account. After that letter I saw Captain Humfrey. He said the Government department was satisfied with the position, and asked if I thought any formal agreement was necessary. I said I was quite satisfied. If the department accepted our offer that was sufficient between us—any better agreement than that was not possible. On the 19th September, 1890, we received a letter from the Under-Secretary. [Letter read. See Appendix No. 8.] We then proceeded to acquire the land. That is the whole contract between the two parties—the Government on the one hand, and ourselves on the other. I presume it is not necessary to go through the correspondence, which shows how we lodged the titles, in the name of the Queen, with the Defence Department.

*The Commissioners*: No.

3. *The Chairman.*] It would be very much to the point if you could show us any correspondence or direct communication with the Minister?—There is none whatever.

4. You have seen no one except the Secretary in the matter?—Nothing at all definite was concluded when Mr. Atkinson saw the Minister, before the negotiations took shape. What we took to be the conclusion of the contract was the letter of the 19th September, 1890. [Letter read. See



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

from the Under-Secretary for Defence to ourselves. The Minister stated in the House that we had got a cheque from the Defence Department, and, before he could stop it, rushed it through the Audit Department, and implied that we had tried to get undue advantage of the Government. We got a letter from the Defence Minister, with my reply to it on the same day. [Letter read. See Appendix No. 15.] The reply was written by Mr. Atkinson while I was at home ill.

21. *The Chairman.*] You see, in allowing you to make a statement it has been very satisfactory so far, but we must confine the thing within reasonable limits, and we do not wish to go into the matter out of order?—I am entirely in the hands of the Commission.

*The Chairman:* I am much obliged to you, and I think it has been satisfactory so far as it has gone. It will be better, in your interest, that you should be called again, which you will be.

22. *Mr. Baker.*] Is there any great objection to disclosing the name of the third party interested?—It is not at all relevant to the case. If I had the consent of that gentleman, then I might have no objection to disclose his name; it is no mistaken sentiment, but I do not like to do it without his consent. I personally have not the least objection, as a matter of fact.

Captain HUMFREY examined.

23. *The Chairman.*] You are Captain Humfrey, late Under-Secretary for the Defence Department?—Yes.

24. How long did you hold that appointment, and between what dates?—From 1878 to the 31st of March, 1891.

25. As Under-Secretary for Defence it was one of your duties to superintend arrangements for rifle practice?—Well, scarcely. The Officer Commanding the District superintends all rifle-practices. All questions relating to purchase and acquisition of ranges came before me.

26. I mean, your duty to superintend the arrangements?—Yes.

27. Polhill Gully was used as a rifle-range during the whole time you were Under-Secretary, was it not?—Yes.

28. Can you give us any information as to what rent was paid for it at odd times?—Yes; a rental was paid prior to its being leased from Dr. Johnston—I think it was £10 a year, for the use of the range. Before Dr. Johnston went Home he made an offer to Colonel Reader to lease the whole of his right to the range from the Natives—that is, the land at present under inquiry—and it was accordingly leased through Mr. B. Smith, as agent, for £66 a year—that is, the Government took over the interest in the land for £66. It was paid half-yearly to Mr. Benjamin Smith.

29. You do not know what was paid to Mrs. Leech?—I think, about £10 a year was paid for actual ranges. Dr. Johnston leased from the Natives and sublet to Mrs. Leech, and she used rest of land for a dairy farm. Then we took over the whole 44 acres from Dr. Johnston and paid £66 a year.

30. Has the ground ever been fenced or cleared, so as to make it more secure to the public?—Yes. Some fencing had been done and the ground cleared to keep the gorse down. That was, of course, after it had been acquired by Government and leased.

31. Can you tell us who first proposed that this land should be purchased?—Well, it was always my idea, and Colonel Reader's, that, as soon as Dr. Johnston's lease ran out, the land should be acquired by the Government. I think the period of Dr. Johnston's lease was something like fourteen years to run, and it was always, in my opinion, an absolute necessity to purchase the range for Volunteers, as the Officer Commanding District had time after time been instructed to search for another suitable place for a rifle-range within a convenient distance, and reported that there was no better site to be obtained. I considered the range should be acquired by the Government as soon as possible, and that Government should take steps to purchase from the Natives when the lease expired. The original negotiations opened with Kirk and Atkinson occurred in this way: Mrs. Simeon, who owns part of these sections, came up to see me one day about the removal of a fence. She said she had sold a portion of the ground on which the boundary-fence was running. It was agreed by me that the boundary-fence should be shifted the few feet she required. Finding the ground was being gradually sold to Europeans, and, believing it would cost a much larger sum to acquire it from them, I went and saw Captain Russell with Mr Atkinson, who had interviewed me concerning another section which was being sold by the Natives to Europeans, and it was agreed that Mr. Atkinson should endeavour to acquire for the Government the 44 acres contained in the reserve. The reason this was decided on was that he had been in communication with the different Native owners, and had a thorough knowledge of their titles, and everything else, and it was better to employ a gentleman who knew about it—that is, that Mr. Atkinson would start from a point which another man would have to work up to. Mr. Kirk came up, and negotiations were then entered into.

32. Can you tell us the fixed maximum price that the Government would give for this land?—Mr. Kirk, after discussion with me, and going into figures relative to the value of the different sections, said he thought he could acquire the whole 44 acres for £3,000. He was told that if he could get it for that the Government would take it. It was after this was fixed that Messrs. Kirk and Atkinson proposed that they should be the vendors. I cannot say now from memory the reason for the change from agents to vendors.

33. Did you fix that sum on your own responsibility?—Well, you must know that an Under-Secretary could not spend £3,000 of Government money without authority. It is out of his power to do so.

34. Then, you did not do it without authority?—No. I strongly urged the Minister to purchase, which I should do again to-day if in a similar position.

35. Who was Minister at the time—Captain Russell?—Yes; you will find that on the papers. I am positive Captain Russell approved it. To think that I could spend £3,000 without authority is simply absurd.

36. Are you aware that as late as the 20th August, 1891, Captain Russell knew nothing at all of the fact that Messrs. Kirk and Atkinson were the vendors? Look at *Hansard*. Read this, Captain Humfrey: "Mr. Seddon: Where was the vote for it? No vote. From whom was it bought? From Kirk and Atkinson, solicitors, Wellington. They were the vendors.—Captain Russell: You know they were not.—Mr. Seddon said he was stating the facts.—Captain Russell: Shame!—Mr. Seddon said there was no shame in the truth.—Mr. Speaker said the honourable member was not at liberty to interject the word 'Shame.'—Captain Russell said the honourable gentleman must know that Kirk and Atkinson were not the vendors. . . .—Mr. Seddon said the honourable gentleman was under the lash. He had applied it vigorously himself, and he should take punishment when it came to him. He might say that he had made inquiries from the Acting Under-Secretary for Defence no later than that morning, and he was assured that the Kirk and Atkinson who were the vendors of the land were Kirk and Atkinson, solicitors, Wellington."—Well, I do not know about that; my impression is that the last two letters received from Mr. Kirk were submitted to Captain Russell, but, if such was the case, it is quite possible he did not grasp the change from agent to vendor, and, as regards that change, I take the whole responsibility. I thought I was making a good bargain for the Government.

37. You seem to contradict yourself there, Captain Humfrey, as regards taking responsibility?—The Minister approved of expenditure of the sum of £3,000, and I considered that I was perfectly justified in settling all details, and that, as long as the sum of £3,000 was not exceeded, I was at liberty to do what I considered was right and in the interest of the Government; and in carrying out that arrangement I took that stand, and would do the same thing if Under-Secretary to-morrow.

38. What seems singular is that Messrs. Kirk and Atkinson were first treated with as agents, and in that capacity ascertained the maximum price Government would give, and then changed their position to vendors?—Well, as far as that goes, it was on condition that the £3,000 was not to be exceeded, and I did not attach any importance to the change after I had consulted the late Mr. Thomas Mackay, and been backed up by his opinion.

39. £3,000 was originally suggested, I understand, either by you or Kirk and Atkinson, not by the Minister?—Yes, I think by me, after discussion. If you will look through the papers you will find that I did not act on my own responsibility as regards the acceptance of this price.

40. You say so throughout?—The price was referred to Mr. Mackay, the Government expert, and you will find that he distinctly said it was a fair price; and I think I was quite justified in purchasing after obtaining such an opinion from such an acknowledged expert.

41. But you see, Captain Humfrey, you are now going from what you stated from the first?—No, no! you misunderstand me. Acting under my own judgment, I referred the matter to Mr. Mackay, and he said the price was not unreasonable.

42. That I quite understand; but I want to know if you took the responsibility on yourself in the matter?—What responsibility? £3,000 was the amount the land had to be acquired for. It is Mr. Mackay's valuation, and agrees with the property-tax valuation.

43. Have you seen the valuation?—Yes; and I consider that exonerates me, and that I made a good bargain for the Government.

44. That is, you made a bargain on your own account?—After the Minister had agreed to expend £3,000 for a rifle-range at Polhill Gully I managed the details.

45. That is the point. Did you make it on your own responsibility, or were you instructed?—I recommended the expenditure of £3,000, and the Minister agreed to it. Is there no answer to my minute of the 15th September? [Minute read. See Appendix No. 7.] I am very much mistaken if the Minister's approval is not on the papers.

46. You must bear in mind, Captain Humfrey, that we are in a much worse position than we should be, and require your evidence much more than we otherwise should do, because there are no papers which show the change in the position of Messrs. Kirk and Atkinson. There is no correspondence on the subject?—I do not agree with you. Look at Mr. Kirk's letter of the 20th August. [Letter read. See Appendix No. 2.]

47. That is where the difficulty comes in. You refer to difficulties?—That was the subject of conversation. A business like this would not be settled by correspondence.

48. I want to show you that the most important part has not been settled by correspondence—that is, the change of the position of Messrs. Kirk and Atkinson from agents to vendors?—Granted. I take the full responsibility of the change from agent to vendor, and I should act exactly the same to-morrow.

49. You acted, I understand, on your own responsibility?—Yes, but with the assent of Captain Russell for the expenditure of the £3,000.

*Captain Humfrey:* Well, there is the approval, on the 25th July. There are Captain Russell's initials to the amount, and I take the responsibility of the change from agent to vendor. Messrs. Kirk and Atkinson and myself had a conversation, and the change from agents to vendors was agreed to on the understanding that the price should not exceed £3,000.

50. *The Chairman.*] And by the consent of Captain Russell?—I am not prepared to say that; but I say the correspondence was submitted to Captain Russell. As I say, I am not an expert about land. I therefore referred the matter to the late Mr. Mackay, and, when backed up by Mr. Mackay, I thought I was making a very good stroke of business for the Government.

51. *Mr. Macdonald.*] There does not appear to be anything on the file from the Officer Commanding the District recommending this purchase?—That has nothing to do with my acquisition of the rifle-range; Colonel Butts reported that it was a suitable range.

52. There does not appear anything on the file recommending this purchase?—The Officer Commanding the District had nothing whatever to do with it. I know the range, and Colonel Butts's reports show that there could not be a better range procured within any suitable distance of Wellington.

53. Has there not been some discussion by the officers about the range being unsuitable?—Never, to my knowledge; and I think the Commission should call some officer on that point.

54. *The Chairman.*] We are anxious to get more information from them?—I will give you my view of the matter. I was a certificated instructor of musketry when in Her Majesty's service, and therefore an expert in that particular branch of the service. The Polhill Gully range as a range is absolutely useless, but for training it cannot be beaten. The fire is up two gullies, which are perfectly safe. It is not a good range, and no officer would tell you it was. Colonel Butts suggested one at Kaiwarra, but any one who knows the New Zealand Volunteer knows the difficulty there is to get him out to any distance. It is also handy for the Permanent Force, and was invaluable as a grazing-ground for the horses of the Defence and Police Departments, which, prior to leasing from Dr. Johnston, had to be sent to the Hutt or Porirua when turned out for a spell. As one who is an expert, and has the interests of the Volunteers at heart, I consider it a capital purchase.

55. *Mr. Macdonald.*] There is one other point. We have been told that complaints have been made that the range is unsafe?—That never occurred in my time. Some man who owns land there said his cow was killed, and swore the Volunteers shot it. Captain Coleman made inquiries and found it was not so, but that the cow died of a broken neck.

56. You are aware, of course, that there is a road laid off by the Native Land Court?—Yes? by the Native Land Court.

57. Do I understand that the Government closed this road?—Yes.

58. But supposing any one chose to walk on that road; that is the point? There is a public road there, laid off by the Native Land Court. If that road is extremely close to the rifle-range, is not that an element of danger to any one passing?—The road is over hills, and has no outlet except to sections of Native reserve, and would therefore never be formed. As regards safety of ranges, I will give you an instance. You know Stirling, Mr. Macdonald, and you no doubt know where the rifle-range is. Well, the men from the dépôt used to fire there when the park at the back was crammed full of people. If they came too close to the range, and were shot, it was their own fault. The only objection from a Volunteer's point of view to this range is that it is only 600 yards long; but I think if you can train men to pot any one at 600 yards you do very well. It has been said it is unsuitable for the new magazine rifle; but, for the matter of that, there is no range in the whole colony fit for it. You would want a clear distance of four miles. You are not likely to find that, so that the objection on that account is an absurdity.

59. *Mr. Baker.*] I see by Mr. Mackay's approval of 26th August, 1890, that negotiations were commenced nearly a month before his valuation was announced?—Will you look at the 15th August; you will find Captain Russell minuted that.

60. I only want to get at the point where the price was originally fixed?—The price was discussed between Mr. Kirk and myself. I was satisfied with it. Mr. Mackay's opinion was got before the bargain was closed. If you look you will find a long letter from Mr. Mackay about it on the papers. I was aware that at the time these negotiations were first entered into with Mr. Kirk that the land was going piecemeal into the hands of Europeans, and at the end of four years a very much larger sum would have to be paid than there would be if bought from the Natives. I think I am pretty well borne out by transactions in other parts of the colony where the Government had to get land for defence purposes. They always seemed to pay through the nose for it. As much as £140 an acre was paid for it at Ngahauranga. So you see, with a knowledge of all these facts, I have made a very good bargain.

61. I apprehend you will attend again, if required?—Yes but please give me a little longer notice.

SATURDAY, 7TH MAY, 1892.

Mrs. SIMEON examined.

62. *The Chairman.*] Your name?—Agnes Simeon.

63. You are owner of some land in the neighbourhood of this rifle-range in Polhill Gully?—Yes.

64. What land do you own?—Ten acres and three-quarters.

65. Do you know the numbers of the sections?—Yes; 4 and 5.

66. Are you affected in any way by the Government purchasing this land for a rifle-range?—My position is not affected now, but will be when the Government lease is out.

67. *Mr. Macdonald.*] Will you tell us how you are going to be affected?—My land is suitable for building sites, and I intend building.

*The Chairman:* Kindly be a little more explicit. Here is a plan, point out what you mean. [Mrs. Simeon showed the Commissioners how she would be affected, and pointed out her property on the plan.]

68. *Mr. Macdonald.*] Have you ever made an offer to the Government?—Yes, I have made an offer to the Government, but have not had any reply.

69. So we understand. But tell us, Mrs. Simeon: this road on the top, is it ever likely to be made?—Yes, it will be made as soon as the lease is up.

70. Who would make it?—I would, and open up a track. I am entitled to a road.

71. You would not be a party to advise the Government to close that road up, and, so long as you retain Sections 4 and 5, you are not prepared to allow this road to be closed up?—So long as I am in possession I will not allow it.

72. Do you consider it an element of danger to have a range so close to your Sections 4 and 5?—Yes. It is the reason I am here to-day, to protest against the purchase of the range. The road has been compensated for by Wi Tako, Mohi Parai, Te Awhe Parai, Tare Waiahi, Ihaka te Rou, Tamati Wiremu te Whero, and myself. We gave up an acre and a quarter each.

73. Each of the Natives you have named gave up an acre and a quarter in order that that road should be made?—Yes; it was the only way we could get to our sections.

74. I understand, Mrs. Simeon, that you are not interested in the land purchased by the Government for a rifle-range?—I have no interest in the acreage that has already been sold.

75. Have you anything more to tell us, Mrs. Simeon, about it?—No.

76. *Mr. Baker.*] You say you have offered the land to the Government?—Yes.

77. At what price?—£2,000, but only by letter—to Mr. Seddon.

78. *Mr. Macdonald.*] You have given them the choice, either to give you £2,000 or there should not be any rifle-range.

79. *Mr. Baker.*] Have you ever offered it to anybody else?—Yes, some time ago, but it never came to anything. Five years ago I offered it for £1,400. I have never put it in the market since.

80. *Mr. Macdonald.*] Do you know anything about the original lease—how the Government came to get the original lease of the land?—I believe they got it from Dr. Johnston; I do not know anything about it.

81. *Mr. Kirk* (through the Chairman.)] Have I ever asked you to sell your land, or ever made you an offer?—Yes.

82. That was about two years ago?—When I was living in Taranaki you made me an offer. The offer was made through a private person; not from the Government.

83. *Mr. Macdonald.*] Is that the offer of £1,400 to which you referred?—Yes.

84. *Mr. Baker.*] Have you ever made any agreement to sell the land to anybody else? Have you made an offer recently—within the last twelve months?—No. I would not sell at all if the shooting were stopped.

85. Has anybody else on your behalf, or have you authorised anybody to deal with it?—Not that I am aware of. Agents may have, but not me. Many agents asked me, but I declined.

86. You are quite clear you never sold, or authorised anybody to sell it on your behalf?—Yes.

87. Do you know whether Messrs. Kirk and Atkinson were aware of the offer you made to the Government?—No.

88. *The Chairman.*] Do you know, Mrs. Simeon, whether any Natives wish to tender any evidence in regard to their interests in this matter?—Yes. They wish to tender evidence now. They are here—Tamati Wiremu te Whero and Rapanā te Ohiro.

TAMATI WIREMU TE WHERO examined, through Mr. Pou, Native Interpreter.

89. *The Chairman.*] You are the owner, or have been the owner, of land in the neighbourhood of Polhill Gully?—Yes.

90. In what capacity do you come here?—On account of a portion of land sold by me to Mr. Kirk.

91. Is that a plan of the land sold?—Yes.

92. This is what was sold by you to Messrs. Kirk and Atkinson, was it?—Yes.

93. When did you sell it?—I am not quite sure whether it was a year or two years ago—near that I should think.

94. What is the number of the section?—No. 6.

95. How much? What quantity?—8 acres 3 roods 29 perches.

96. What price was it sold for?—At the rate of £25 per acre.

97. *Mr. Macdonald.*] Have you any other papers there?—No.

98. *The Chairman.*] Had you offered this land to the Government at any time?—No. Up to that time the land was under lease to Dr. Johnston.

99. What rent did you receive for it from Dr. Johnston?—At the time when the land was leased we were receiving £50 per annum for the whole of the land—Native reserves.

100. *Mr. Baker.*] What did that include?—I do not quite understand. The number of acres was about 80.

101. That would include the whole piece known as the Native reserve?—It might—some 80 acres, more or less.

102. *The Chairman.*] Have you any other land in the neighbourhood?—I have a small portion.

103. *Mr. Baker.*] Do you complain of the price you sold it at?—In the first place, I complain that the price was not enough, seeing that the section is close to town.

104. *The Chairman.*] You did not know that it was purchased for the Government?—Yes I did; I quite understood that. Mr. Atkinson and Mr. Kirk informed me that the negotiations for the purchase of this block were not being conducted in the same manner as that adopted in other cases; they were conducted on the understanding that the purchase was being made on behalf of the Crown.

105. What do you mean by that?—We were told that, as the range was required by the Crown, if we did not come to terms the land would simply be taken away from us.

106. Who told you that?—Mr. Atkinson and his firm.

107. I suppose you have since ascertained the price?—We did not find that out until some time afterwards, and then we found that the price was £3,000.

108. Is that the reason it was transferred?—No. Because we had no idea when the negotiations were first started that there was another price for the land.

109. *Mr. Baker.*] Were you offered £200, or were you offered £25 an acre, or did you say you would take £25 an acre?—No; £25 was offered, and I took it.

110. Were you satisfied?—Yes, at the time; of course, I thought that was the proper price for it.

111. *Mr. Macdonald.*] Did you understand that you were selling to Mr. Atkinson and his firm personally?—Yes.

112. Why do you say you are dissatisfied now?—Well, even at the time I had an idea it was a low price, considering the section was not far from town.

*Mr. Kirk* (to the Chairman): I wish you to ask him what he means by saying Mr. Atkinson was not purchasing in the same manner as others, and that if he did not sell the land it would be taken away from him.

[Question put.]

*Witness*: The purchase should have been conducted in the presence of Colonel McDonnell, but it was completed when I arrived, and simply read over to me, instead of the whole matter being discussed in the presence of us all.

113. *Mr. Macdonald*.] Was Colonel McDonnell acting for you or Messrs. Kirk and Atkinson?—For both, he was interpreter for both parties.

114. *Mr. Kirk* (through the Chairman).] In the transactions we have had with you, have the moneys always been paid according to agreement?—Yes.

115. Have you any complaint to make against us?—No. I got enough money.

RAPANA TE OHIRO examined, through Mr. Pou, Interpreter.

116. *Mr. Baker*.] What section do you own?

*Mr. Kirk* (to the Commissioners).] He had half of Section No. 2.

117. *Mr. Macdonald* (to Mr. Kirk).] What was the area of the section?—Six acres.

118. What did he get for his land?—The document will show. [Document produced.] £75, less £38 7s. 5d. costs.

119. He says he got £75 for his share, and £100 for another piece of land belonging to him: where was that piece of land?

*Witness*: It included land at Polhill Gully and Williamstown.

120. *Mr. Macdonald*: What do you mean by saying you got £100 for another bit of land? Where was the other bit of land?—In Polhill Gully.

MONDAY, 9TH MAY, 1892.

Mr. KIRK re-examined.

121. *The Chairman*.] We wish you to answer some questions, Mr. Kirk, about the purchase of this land. I think I understood you to say that you had not had any communication on the subject until you were sent for by the Under-Secretary, when he again requested you to act as agents in the matter: is that so?—The first I ever heard that the Government wanted to purchase was when Mr. Atkinson came back from an interview with Captain Humfrey and told me that the Government wished to purchase, and wanted us to act for them. I did not attach any importance to it.

122. What was the date?—That I could not tell; probably a week before the first letter was written to us; I do not know; some time prior to that.

123. Did you then distinctly give them to understand that you would not act as agents, or did you not?—I distinctly gave the Government to understand that we would not act as agents for them in the matter. They wanted the land, and we advised them at what price it could be acquired.

124. Do you give us distinctly to understand that?—Yes; we knew the Government wanted to acquire the land, and we were to be the medium; but never agreed to act as agents.

125. When you received the letter accepting your proposals as principal vendors, were you distinctly under the impression that that letter was written by the authority of the Minister of Defence?—I could not have any other impression. I had no doubt about the matter; in fact, the letter states it. I never heard any suggestion to the contrary.

126. I think you told us that from first to last you never had any communication personally with the Minister of Defence?—None whatever.

127. Then, you understood, after receiving that second letter, accepting your proposals, that you were to receive something over £80 per acre?—£81 per acre was the average price.

128. You considered by that letter the Government accepted your proposals to put in force the law that enabled them to take the land under the Public Works Act in case of any difficulty arising between you and the owners. In making use of that position, did you make use of it for the acquirement of land in the same neighbourhood besides that you offered to the Government?—Certainly not.

129. Did you purchase any other land in the neighbourhood?—Long before this transaction, of course we have.

130. Did you, in your interview with the Under-Secretary, give him to understand that, although not legally, you were virtually owners of other land, and were in a position to offer it as such?—I probably told him we were owners of some of the land—that we had control of that part, that it was in our hands for sale. Section 1, containing 5 acres, was in our hands. Lease of Section 7 was in the same position.

131. What quantity of land is Section 7?—One acre. I pointed out that part of Section 9 would certainly be required; that could be settled afterwards if the Government wanted any part of it. The details of the question of getting part of Section 9 were left. Of course, I told him I had every reason to believe that we could secure a title to the whole of it.

132. Did you, in the course of the transaction with the Under-Secretary, make any arrangement with him that the sum which was paid to you should not be placed on the estimates for that year?—We had no conversation on the subject.

133. No suggestion from you that the sum should not be placed on the estimates?—Certainly not. We entered into the transaction the same as we would with any private person—presuming the Under-Secretary was authorised to negotiate.

134. It is difficult to understand that the sum was not placed on the estimates?—It did not concern me. I had no knowledge as to whether it was or it was not. I never looked at the estimates.

134A. Now, have you any objection to inform the Commissioners what purchases you have made on this account in Polhill Gully?—None whatever, knowing that the amounts, as a matter of fact, can be known, but without admitting the right to inquire into matters that do not affect the contract or the Government.

135. Of course, the Commissioners can get the information outside, but can get it more readily from you?—We have acquired lot Section 6 from Tamati Wiremu te Wera, 8 acres 3 roods 29 perches, at the price stated by him—£25 per acre.

136. *Mr. Baker.*] Can you give us the date?—I can give you an approximate date. On the 15th of October, 1890, we had the land transferred.

137. *Mr. Macdonald.*] What was the date the purchase-money was paid?—As soon as the restriction was removed we paid over the purchase-money.

138. *Mr. Baker.*] Had negotiations been going on a short time or a long time?—Only a short time. We first settled upon the price, and then had the restrictions removed. The application has to be signed by the Natives, then gazetted, then heard before a Judge of the Native Land Court, then sent on to the Government, then gazetted again. It takes about a month to put through. We did not start negotiations until after the contract was concluded.

139. *Mr. Macdonald.*] What was the total purchase-money of Section 6?—£225.

140. *Mr. Baker.*] The transfer was lodged in 1891?—No; on the 15th October, 1890. I see we sent the certificate of title on the 9th December, 1890, when the transfer was finally through, and also at the same time of Section 1, which had been in Mr. Blair's name. We registered a transfer, and sent them the certificate of title for it (No. 4,331, 5 acres).

141. *Mr. Macdonald.*] What was the price of that?—For Section 1, containing 5 acres, and leasehold Section 7, we were to give £400. It was agreed that Kirk and Atkinson should buy it from the syndicate at that price.

142. That was the price you paid for it?—Yes. Mr. Atkinson says the price of Lot 6, nearly 9 acres, was £225—at £25 an acre, you see.

143. *Mr. Baker.*] What was the date of the purchase from the syndicate?—We sent the certificate of title on the 9th December, so that the purchase would be a week or a fortnight before that date—some time in November or December. Then we had a very long delay in completing the titles to block of 6 acres. The original owner of a half-share in it lived at Parihaka, and we had trouble to get it. He would not sell the land, but gave it to his brother at Kaiapoi. We, however, got it from his brother when he came from Kaiapoi. We sent the certificate of title on the 12th August, 1891.

144. With regard to Section 2?—It originally belonged to Rapana and Hami Iwitaia, but the latter gave his share to Hapimana.

145. *Mr. Macdonald.*] What was the amount of the purchase-money?—£75 for each share; total, £150. Of course, you are not confusing Section 1, containing 5 acres, with Town Section 1, which I also own, but which is not in the contract.

*Mr. Baker:* No, no.

146. *Mr. Macdonald.*] What was the purchase-money of Section 3?—£75 for one share and £100 for the other.

147. Was there a title for it?—Yes. Then, that completed the purchase, with the exception of Mrs. Simeon's two sections (4 and 5). You will observe in a letter of mine on the 13th August [see Appendix No. 14A] that I allude to the fact that Section 3 was subject to litigation at the time (13th August).

148. What is the acreage?—6 acres 1 rood 5 perches. This land originally belonged to Wi Tako and Ihaka te Rou, who were devisees under the will of Mohi Ngapinga. When Wi Tako died Ihaka te Rou claimed that under the will he and Wi Tako were joint tenants, and therefore, on the death of the other joint tenant, Ihaka te Rou took the whole. The executors of Wi Tako disputed this, which affected not only this land, but the general interests in other parts of the gully. Finally it went to the Court of Appeal. This was the subject of the litigation. At the time we got our last progress-payment the Minister of Defence wrote us a letter—which I read on a former occasion—stating that the Attorney-General had been served with a writ in respect of the land. We were anxious at once to explain to the Minister that the writ did not in any way affect the title to land purchased and partly paid for: it was merely to ascertain the real owners of the Section 3, and that all the land in Polhill Gully purchased from us and partly paid for was now vested in Her Majesty the Queen. We wrote to this effect on the 24th August. [Letter read. See Appendix No. 15.] However, this action was finally concluded quite recently.

149. Did you inquire whether the writ affected the title?—The Minister was not satisfied with our explanation.

150. Have you any explanation when you say the dispute did not affect the land the Government paid for, and that litigation between Native owners and other Natives in no way affects the matter: that is no reply to my question?—Except that it leads up to the question that the action has finally ceased.

151. *The Chairman.*] Do I understand that you have answered my question as regards the whole purchase?—The litigation as to the ownership of Section 3, containing 6 acres, having been settled by the Court of Appeal, the only owners entitled to the land were Ihaka te Rou and the executor of Wi Tako—viz., Tamiora Love. We completed the purchase from them, and sent the title on the 16th February, 1892. The Queen's title was complete, and we asked for progress-payment.

152. *Mr. Baker.*] Mr. Morison was acting on behalf of the estate of Wi Tako?—The purchase of the share of that estate was done through Mr. Morison.

153. *Mr. Macdonald.*] You say Ihaka was paid £75 and Love £100, making £175 for 6 acres. What was the date of completion?—The 16th February, 1892, and the Government have not paid progress-payment on it.

154. Is that all that has been bought?—That comprises the whole contract with the exception of Sections 4 and 5. We want to show why we have not purchased any other.

*The Chairman:* You will be quite in order now if you show a reason.

*Mr. Macdonald:* We should get from Mr. Kirk the progress-payments he has received.

*Mr. Kirk:* We have received progress-payment on Section 6.

155. *Mr. Macdonald.*] How much?—On account of Section 6, £540; on account of Section 1, £300; and on account of Section 2, £360.

156. *Mr. Baker.*] There is nothing on the papers to show when the £300 was paid?—As regards Section 3, we have asked for progress-payment under the contract, but have never received any answer.

157. *Mr. Macdonald.*] We have not yet got from you the amount per acre which you were to receive from the Government?—£81 was the average purchase-money we were to receive—£60 per acre as progress-payment, at the rate of 75 per cent. of such value on each title completed.

158. *Mr. Baker.*] You were paid £540 for Section 6: were you paid anything for Section 7, leasehold?—No; that will be transferred on final settlement. Have you any other question to ask before I go on, Mr. Baker?

159. By the terms of the Commission, the Commissioners are instructed to ascertain when the negotiations were opened up with the owners; when the amounts were paid to them, and to whom paid. We wish to get the dates?—I can supply you this afternoon with the exact dates, the amounts paid, and to whom.

160. At the time your letter of the 25th July was written you stated you had only an interest in Section 1 and the leasehold of Section 7?—Yes.

161. When did you obtain the title, or when did you purchase Section 1?—About twelve months before we were asked to purchase land for the range.

162. Then, you had no interest in Sections 2, 3, 4, 5, and 6?—No.

163. Had you at that time made any inquiries on what terms you could purchase these sections?—No; the only one in respect to which we had any idea of the amount we would have to pay was Mrs. Simeon's.

164. You had already acquired some lots in this gully?—Oh, yes; but outside of the area in this contract.

165. These 5 acres, amongst them which were acquired twelve months before you were asked to purchase for the Government?—Yes.

166. When you purchased this Section 1, had you purchased with any idea of selling it to the Government?—No.

167. You told Captain Humfrey, in your letter of the 20th August, you did not act as agents. That letter was written in answer to the inquiry of his letter?—Yes. We never at any time gave the Government to understand that we were acting in the capacity of agents. We were to be the medium to get the land; but I declined to be a Government agent.

168. You never wrote any other letter?—I do not think so.

169. Had you at that time told Captain Humfrey that your firm held an interest in any part of the land?—I think I had some conversation on the matter.

170. Do you think your letter of the 20th August would lead him to suppose that you were acting as agents only?—I should not think so. As I told you before, we would not act as agents, and have to account for every penny through the Audit Department. I could not, in the least, doubt what my position was.

171. I asked the question because, as far as I could understand, your letter of the 20th August it would not disclose that you were going to act only as vendors. Does it not say so? [Letter read. See Appendix No. 2.]

172. You go on with the transactions with Mrs. Simeon?—After completing the title to Section 2, the only parts left are Sections 3, 4, and 5.

173. *Mr. Macdonald.*] What is the acreage of 4 and 5?—10 acres 2 roods 33 perches.

*Mr. Macdonald:* That is, 36½ acres in all.

*Mr. Kirk:* On the 13th August, 1891, we wrote to the Under-Secretary. [Letter read. See Appendix No. 14A.]

174. *The Chairman.*] What date?—The 13th August, 1891. To that letter we have never received any answer to this day, so we could not complete the matter. If we had had an answer to that letter we would have endeavoured to carry out the contract. With regard to Sections 4 and 5, we have never had an answer to this day, though we have repeatedly asked for one.

175. Do you consider yourselves bound to complete that, or do you not?—Up to that time we were fully prepared to carry out the contract, and have done so, with the exception of Sections 4 and 5. The position became different when the Minister disclosed the transaction within the period in which we had to complete the contract.

176. *Mr. Baker.*] Your letter of the 13th August suggests that it is not necessary to purchase Sections 4 and 5?—I believe I was told by Colonel Hume that it was not necessary, and his officers, I understand, reported to the same effect.

177. Had you tried to secure the sections before writing that letter?—No; and, having no answer to this letter, it was impossible to say whether the Government wanted them or not.

178. Do you still consider it was not necessary?—I am a Volunteer officer, and a practical shooting-man, and do not consider it advisable to pay nearly £1,000 extra to purchase these sections. Until the road is opened up the short range is perfectly safe.

179. Would this prevent the short range being used?—It is entirely a matter of opinion. I know men of experience think that more land will be required when that track is opened up.



179A. *Mr. Macdonald.*] You heard by Mrs. Simeon's evidence that she intended opening that track at once?—Yes; I take the statement for what it is worth.

180. Do you think it was in the interest of the Government to purchase the other land if Mrs. Simeon's land had not been purchased?—If the latter could not have been purchased it could have been taken under the Public Works Act. I have my own idea of the value of the land.

*Mr. Macdonald:* There is the risk you have to run.

181. *Mr. Baker.*] It certainly appears to me without Mrs. Simeon's land the short range is perfectly useless?—You will be taking expert evidence, and I think any Volunteer officer will say that Section 4 is not required. That is my opinion.

182. An angle of 10° covered the whole road: a very slight variation at the point of firing would cover the whole road?—Are you allowing for the trajectory of the ball?

183. But a man pointing his rifle 10° off the line of sight would cover the whole road?—Which degrees do you mean? Degrees as used in rifle-shooting?

184. Certainly not—the sight-measurer, the direction in which the rifle was held?—A man would have to be a very bad shot to fire up on that hill.

185. To fire, certainly; but how about the rifle going off accidentally?

*Mr. Macdonald:* Possibly Mr. Kirk would not like to be on the road at the time.

*Mr. Kirk:* I certainly admit at that point, behind the small range, there is some little danger from ricochets, and it would be expedient to buy part of Section 5. There is a matter I should like to refer back to, and it is one which the Commission are directed to inquire into, and that is, as to whether the litigation which took place between the Native owners in any way affected the title to the lands already purchased. I think my explanation of that is satisfactory.

186. *Mr. Macdonald.*] Do I not understand you to say now, Mr. Kirk, that, because the disputes which arose between these two Natives are now settled, everything is happy?—But the Minister of Defence was evidently not satisfied, or he would not have put the question in the Commission. There is one other question which you have not asked me upon, and I feel very sore about it—I refer to section 11 in the Commission; I do not know who drafted it; it is not in any of the evidence yet produced; and I should like to know what justification there is for such a suggestion.

187. What clause—11?—Yes. The suggestion is that we broke faith with the Government, and tried to sell to other people at a large advance. Such a thing is beyond contempt. It is absolutely false in every respect. It is the only thing we have felt very much about this Commission. There is no evidence brought forward in the matter.

*Mr. Macdonald:* It is purely a question for the Commissioners to decide after hearing the evidence, if any is given with regard to it.

*Mr. Kirk:* I challenge any one to prove whether we have acted in such a manner. If any member of the Commission thinks we acted in that manner I would like to hear it.

*Mr. Macdonald:* It is a curious clause.

188. *Mr. Baker.*] Have you acquired any other land from the Natives since you commenced to purchase this land which was wanted for a rifle-range?—Certainly not in the vicinity of the rifle-range.

189. *Mr. Macdonald.*] The clause cannot possibly refer to you in any way?—It could not have been intended to refer to any one else, and it should never have been put in the Commission if no proof were intended to be brought forward.

*Mr. Kirk:* Any other question?

*The Chairman:* No.

*Mr. Kirk:* I wish to verify my first statement, as regards the valuation of the land. I said the value was £100 per acre. The value, according to the property-tax valuation, was £3,600 for 36 acres at the time the contract was made.

Mr. E. T. ATKINSON examined.

190. *The Chairman.*] Mr. Atkinson, would you mind answering a few questions?—So long as the reservations made by Mr. Kirk are allowed me.

191. What I want to ask you is this: We have it in evidence that you were the first person who interviewed the Minister on this subject: is that so?—Yes.

192. Can you tell us what date that was?—No; we have no record. I should say about three months before the first letter. It might have been two, or it might have been four. We have no record in the office to verify it. I then went up to Captain Humfrey. With reference to Sections 1 and 3, they are partly included in the Government lease. My object was to get the lease taken from them, so as to sell.

193. In that interview, did you state any price to the Minister at which you thought the land could be acquired?—No.

194. Nor was the question raised as to whether you would act as agent at all?—There was a discussion as to whether it would be possible to acquire the land for the Government, but only in general terms. Colonel Humfrey was surprised when I mentioned that some of the land had already been sold, and said the Government wanted to acquire this land.

195. What we specially want to get from you is what occurred between you and the Minister?—I do not remember definitely what was said; I told him what I had told Captain Humfrey, and then, after a short discussion, the matter dropped.

196. Do you remember whether any suggestion was made that you should act as agents, or that the Government should purchase from you as principals?—If any suggestion was made it was only made in general terms. It was only after the third or fourth letter that we considered our position complete. We would not take any steps until our position was defined. No reference was made to any capacity, nor did I tell him we were the owners, except in general terms, and as to

whether it was possible to acquire the land or whether we would acquire it. After that I left. Later on I went away to the Waikato. Mr. Kirk received the first letter during my absence.

197. Colonel Humfrey's evidence is confusing and contradictory on that subject. What we want to know is as to the direct knowledge of the Minister in the matter. Colonel Humfrey gives us to understand that he was authorised by the Minister?—The Minister clearly understood the general position, nothing further than that, at my interview with him.

198. I understand now that nothing occurred between you and the Minister in person which shows that he was a party to your being the vendors?—No, nothing. If, after I left the Minister, nothing further had been done we should have taken no action; there was nothing to act upon.

199. That is what I want to elicit. Was anything said that would lead you to suppose that the Minister contemplated dealing with you as the vendors?—It was really so general that I cannot give a satisfactory reply to your question. The conversation was general. There was no suggestion then as to our acting with regard to the land to be acquired, except as I have stated.

Captain HUMFREY re-examined.

200. *The Chairman.*] We want to ask you a question with reference to the payment of the £3,000 needed for the purchase of this land. It was not on the estimates for 1890–91. Can you give us any reason why that was not placed on the estimates, or explain to the Commissioners why this £3,000 was not placed on the estimates for the current financial year, in which it was likely to be expended?—No; as far as my recollection serves me the greater portion of the purchase had to be completed. They (Messrs. Kirk and Atkinson) had only been paid for two sections. That only represented a third of the amount required. The intention was to place that on the supplementary estimates, but, the Government being turned out, we had no opportunity of doing it—that was, the Government went out, and Mr. Seddon turned me out.

201. Was the £3,000 sent up to the Minister in the usual form, so that it might be put on the estimates?—It was to be provided for on the estimates, but the Government was turned out.

202. The Government was not turned out during the time that any estimates were before the House. The Government was not turned out until the following January?—It was the intention to bring them on the next financial year.

203. Then, the intention was to spend the money first and put it on the estimates afterwards?—As only a portion had been expended, it was not considered necessary to put it on the estimates for the past financial year. The progress-payments would have been met up to date, and the full sum put on the estimates.

204. If it had been put on the estimates for 1891, after the agreement, of course it would have to appear as "Unauthorised." The payment made to Kirk and Atkinson would have to appear as "Unauthorised." Why was it paid out of "Unauthorised"?—Had the Government remained in power the sum would have been placed on the estimates the next financial year.

205. Do you know any reason why it should not have been placed on the estimates for the current year?

206. *Mr. Macdonald.*] Put it in this way: In 1890, when were the estimates prepared?—Well, generally speaking, after the 31st March; after the end of the financial year, and it suits the Minister to go into the estimates.

207. The point is this: In the month of July you agreed to expend the sum of £3,000. Why did not that sum appear either on the estimates or supplementary estimates?—Because Messrs. Kirk and Atkinson had a year to complete the purchase, and it would not be completed until the year 1891.

208. *The Chairman.*] In railway contracts the sum is voted first and spent afterwards?—The whole sum was charged to "Unauthorised."

209. *Mr. Macdonald.*] You do not follow Mr. Saunders. He wants to ascertain why the expenditure contemplated in the month of March—three months before the letter was written in which you had actually decided to purchase—was not included in some shape or form?—I think you will find in the estimates that it had been made to appear in "Unauthorised expenditure."

210. Not in 1890. That is what I want to get you to follow. Mr. Saunders's question does not refer to 1891, but to 1890, when the expenditure had been first contemplated, in the month of March, and absolutely decided. Do you know any reason, as Under-Secretary, why the House was not taken into confidence?—It was my fault. This is my explanation of this: On the 19th September, 1890, we undertook to purchase certain land at Polhill Gully. The purchase was made by Mr. Kirk during that financial year, which we charged to "Unauthorised."

211. Not in 1890?—Yes; for £3,000, to be charged in 1890.

212. *The Chairman.*] We want to know the reason why it was not placed on the estimates?—I did not think it was necessary to do so.

213. You have no answer to give us on that subject?

214. *Mr. Macdonald.*] Is it not usual when expenditure is contemplated and decided upon to at once take some steps to inform the House of it?—Well, I do not know; I do not know that it is.

*Mr. Baker:* If I am asked to get my year's estimates I get them out in May. It appears to me that at the time this purchase was contemplated Captain Humfrey's estimates of expenditure for his department had gone up to the Treasury.

*Captain Humfrey:* Possibly so.

215. *Mr. Baker.*] When were the supplementary estimates for that year made up?—It might have been in the month of July or October, 1890.

*Mr. Baker:* Well, the purchase only occurred on the 19th September, 1890, and, if they had gone on, they would have gone on 1891–92.

216. *The Chairman.*] When did you first communicate with Captain Russell with regard to

Messrs. Kirk and Atkinson not acting as agents but principals?—I want to explain to you distinctly that I take upon myself the responsibility of the change from agents to vendors. When I took that responsibility on myself I took it in this way: The Minister having approved the expenditure of £3,000 on the Polhill Gully rifle-range, I, as Under-Secretary, carried out the details. I did so, and, in doing so, Messrs. Kirk and Atkinson came into the position of agents or vendors. I accepted that position on my own responsibility. I did not do that until I had consulted Mr. Mackay, the Government expert, on the price. Mr. Mackay's minute distinctly states to me that he does not consider the price unreasonable.

217. Your offer to Messrs. Kirk and Atkinson was made a month before Mr. Mackay's valuation was received?—I do not see how you can make anything else out of it.

218. What I wish you to answer distinctly now is whether the change from agents to vendors, accepted in your second letter, was made on your own responsibility, and without the authority of the Minister?—My own personal impression is that I took it down to Captain Russell. He might have said, "I see no objection to this," and let it pass on; but I am not prepared to say, or even vouch for it. I did not attach any importance to the change from agents to vendors. I thought it was a desirable purchase when backed up by Mr. Mackay. I suppose the Commission will take the evidence of the Property-tax Commissioner upon it. The Property-tax Department's valuation ought to be taken about that.

219. I want you to answer my question. Then, what I understand now is that you made that offer on your own responsibility?—Yes.

220. Did you ever inform Captain Russell of the change?—No.

221. Were you in the House when he stated he did not know of it?—No; I have since seen it in *Hansard*. I never noticed it until you pointed it out to me. If Captain Russell said so in the House I will say it is strictly true.

222. Then, you never heard him express any indignation about the employment of Kirk and Atkinson as principals. In his communications with you he expressed no indignation at the change?—I do not understand the question.

223. You see the strong indignation expressed by him in the House?—Yes.

224. Does not that show that you never put Kirk and Atkinson's letter before him?—Probably.

225. *Mr. Baker.*] Were you aware when the change was made that Kirk and Atkinson had an interest in the land themselves?—No; I knew Mr. Blair had an interest.

*Mr. Kirk:* One question. Captain Humfrey says he knew Mr. Blair had an interest in the land. I wish to ask him if he did not know that from the fact of my telling him that Mr. Blair was interested, but we were able to control the sale of it.

*Captain Humfrey:* Mr. Blair's name was mentioned. No doubt that took place.

226. *Mr. Baker.*] You remember Mr. Blair's name being mentioned. Was it mentioned when the first letter was written proposing the change from agents to vendors?—There was no mention of it.

Colonel Fox examined.

227. *The Chairman.*] You are Colonel Fox?—Yes.

228. You appear here as an expert, to give evidence as to the value—or is it suitability—of the range?—Yes, suitability.

229. You have personally inspected it?—I received a letter this morning saying the Commission wished me to inspect the range, and appear here at 2 o'clock. Before saying anything on the subject, I wish to point out that, not having received that letter until this morning, I therefore had very little time given me to come to any conclusion as regards the suitability or otherwise of the range.

230. You would like more time?—That depends upon the evidence you require me to give. I am quite willing to give evidence at once, if you allow me leave to refuse to answer any question which I consider I have not had time to consider.

231. Have you been able to ascertain what land has actually been purchased?—I went over the ground, but, if I had had the plan or the papers here, it would have helped me to a great extent. I was told in the Government Buildings that the Government plan of the range was here, and I could not get it.

232. Will you give the Commissioners your opinion now as to how far you think the range suitable—the land now occupied by the Government?—I consider both ranges, under certain conditions, passably safe; but if the land outside is not held they are absolutely unsafe for any firing. The smaller range—the left-hand one—which extends to about 300 yards, is backed by a hill somewhere about 70 yards from the targets, and I see from the plan in front of me that it does not belong to the Government, and I understand there are no firing rights—that is, the section I am now looking at, marked 5.

233. *Mr. Baker.*] The Government at the present moment hold a lease over that?—Then, I withdraw my former statement. I think firing (so long as the road marked on the plan does not come into existence) over the smaller range is fairly safe.

234. *The Chairman.*] But we really want your opinion of it more as it stands now?—At the present moment, with the leasehold behind, it is a fairly safe range to fire on. As regards the 600 yards range, the land on the right is not held by us at all. There certainly ought to be a margin of 80 yards at least on that side held by us, and we should have firing rights over the land in the rear of the targets. Here we have no rights at all, unless the Government acquire it. Before that range is safe to use you ought to establish your firing right over your neighbour's land—that is, you should take the leasehold at a nominal rent of so much per acre. Without that right I think at any moment the Government might land themselves in great difficulties.

235. You think that both the land on the right-hand side of the larger range and the land

beyond it requires, if not absolutely purchased, to have the right to shoot established over it?—Yes.

236. Do you think the same thing applies to what has been purchased? Would we have to make the same arrangements in regard to what has been purchased?—I think you might be forced eventually, but it is not likely at the present moment; but you might if you held on to the range. You ought to have bought an eighty-yard band on the Town Belt.

237. *Mr. Macdonald.*] With respect to the short range: we have had it in evidence that it is the intention of the owner of Section 5 to open up this road as soon as the lease is out. Now, what is your opinion of the short range?—The road does not exist at the present moment; but if you want me to look at the possibility of it existing, then I say, if the road is made, certain precautions will have to be taken.

238. Of what nature?—They would consist of look-out parties with danger-flags, and whenever the party hoisted the flags the firing would have to cease. That is with regard to the road, and supposing the country on each side of the road was under our control.

239. If it is not under our control the range is quite unsafe?—Yes.

240. The range can be shut at any moment, if they chose, by the owners of the adjoining land?—If any one chose to sit there you could not turn them away. As far as I can make out, the ranges have got no background.

241. That is the peculiarity—no background. Very unusual, is it not, if one has to buy a range not to have sufficient background?—Well, if I were commissioned to buy a range I should make an arrangement for a shooting right over it for twenty years.

242. What is the effect of the new rifles now being used?—You want 2,500 yards behind your target if you have the magazine rifle.

243. Is it an absolute necessity?—Not, of course, in exceptional and extreme cases—when firing seawards, for instance; but under ordinary circumstances you want that amount of land behind your target.

244. *Mr. Baker.*] Can you give any opinion as to the value of the range for teaching recruits or young Volunteers?—I think the range, if firing is rendered safe, a very good range for that; and it is close to the town, and easily got at. I have not been told or asked to see any other ranges in the neighbourhood. I think it is valuable for the reasons I have stated. With regard to the necessity for the precautions I mentioned, it, of course, applies more to a thickly-populated country like England than to one like New Zealand. Without them, the fact remains that an owner within certain limits outside or behind you can make himself your master.

245. The proximity to town gives a great value to the range as a practising-ground?—Very great, provided no better can be got.

246. *Mr. Kirk.*] Were Section 5 acquired and the road stopped the range would be practically safe?—I imagine the range would be fairly safe; as safe as it is at the present moment.

247. *The Chairman.*] That would not alter what you say in regard to any one occupying behind?—The hill is high behind in that case. It is not a range you would have if you could get another one better. You cannot always have what you want.

248. *Mr. Baker.*] The range has always been looked upon as valuable by being in close proximity to the town; Volunteers can get to it so easily?—If you want to keep the range you will have to buy Block V.

249. *Mr. Macdonald.*] And how about Block IV.?—That does not so much matter. I do not look upon it as of any value.

250. *Mr. Baker.*] The road might be safely opened up to that point—the southern boundary of Block IV.?—Provided you fire up the gully.

Mr. WILLIAM MILLER examined.

251. *The Chairman.*] You are the valuer under the land- and income-tax for the City of Wellington?—Yes.

252. Do you know the land that has recently been purchased for the use of the range?—Yes.

253. Has the land that has been lately purchased for the Government been pointed out to you?—Yes.

254. Do you know enough of it to tell the Commissioners what is about its value?—Yes; I have been all over it. I take it roughly to average about £50 an acre—that is, Blocks 1, 2, 6, and 3.

255. *Mr. Macdonald.*] Was it you that Colonel Fox referred to when he said he had met a party on the land with a plan?—Yes.

256. *Mr. Baker.*] Did you value the land on the other side?—No. The boundary-fence of the late Native land goes along the gully.

257. *Mr. Macdonald.*] It is exempt from taxation—that is, the Town Belt?—Yes; it is called the Plantation Reserve. It is planted with firs now.

258. Is £50 per acre the price at which you valued the Native reserve at for land- and income-tax?—Yes.

259. *The Chairman.*] Are you in a position to tell us what is about the value of Sections 4 and 5?—That Section 4 [referring to plan] is somewhat better than 5, as there is a very great amount of broken land here [referring to a portion of Section 5 on the plan].

260. *Mr. Baker.*] Taking everything into consideration for a building-site, I do not think No. 5 is of much value. To obtain value practically means making this road?—Of course, portions of it are of some value; those sites I talk of.

261. Of course, any piece of it as a building-site would be worth a great deal more?—Yes.

262. *Mr. Macdonald.*] As to Section 4, that is better—there are some good building-sites on Section 4?—Yes; good sites here and there. I reckon this at about £75 an acre in some parts; but then you have to consider again that road—the question of access.

*Mr. Macdonald*: If there was proper access I imagine that portion would be worth £200 an acre.

263. *Mr. Baker*.] Did you value the land on the north or south?—No.

264. *Mr. Macdonald*.] Do you know the value of it?—No. Further down it is valued at £5 an acre. *Mr. Potter* was the valuer of that.

265. *Mr. Baker*.] What is the value of these Sections 1, 3, 5, 7, and 9?—Section 9 is worth £125; it is close to the road.

266. Do you put any value on 5, 3, or 1?—No; none as to those.

*Mr. Baker*: I just want to get a general idea of the land.

267. *Mr. Kirk*.] How do you make up the value of Section 7?—I have not got the details here.

268. What is the size of it? How much a foot is it worth? Is it as valuable as any land a little further up?—I do not think it is; it is very broken.

269. You do not think it is as valuable as Sections 1 and 3?—No; Sections 1 and 3 have double frontages; that is the particular thing that makes it difficult to arrive at a conclusion as to where the road should go.

270. Is the land of any more or less value than it was three or four years ago?—The position is different now. Three years ago it was all one block; now it is cut into small areas, making it less valuable.

271. Supposing you were making a valuation of the 36 acres, what would have been the value?—I have given it. The land is of no more value now than at that time.

272. *Mr. Macdonald*.] Then, subdivided, it is of less value than taking the whole block having frontages to the main road?—Now it has no frontage to the main road.

*Mr. Kirk*: I want to point out that three years ago it was valued at £3,600. Now *Mr. Miller* values it at £50 an acre.

273. *Mr. Kirk*.] As to the valuations of Sections 4 and 5—the valuations made—were they materially different in price?—I do not think so.

274. 'You' modify your statement now?—I may say; roughly, in round figures, as far as I recollect, the whole block was practically the same rate per acre; but if the Commissioners ask me specially, then I say, taking the block as a whole—that is, the average—you get more good land in Section 4.

275. Suppose the range was shut up at any time?—Well, of course, the trouble is the gully [referring to plan]—this road goes round here—the top of the gully—and could be extended to give special access to portions of Blocks 6 and 1. Then there would be a number of good building-sites obtainable.

TUESDAY, 10TH MAY, 1892.

JOHN DUNCAN, Lieutenant commanding Navals, examined.

276. *The Chairman*.] You are in a position to give the Commission information as to the suitability of the present site, I suppose?—Well, I am not a shooting-man myself, and therefore anything I can say on the subject is merely derived from information I have gathered as commanding a company.

277. But you are in a position to judge as to the suitability of the present site for the object?—I suppose partly so, as a non-shooting man.

278. What is your opinion as to the suitability of the site on the whole?—I think it has only one recommendation—namely, that it is not very far out of town.

279. What are its objections?—It is something like shooting up a funnel. The wind at different times affects the shooting in such a way that when the men get out into the open, and when they have to shoot away from a funnel, they are quite at sea many of them. The result has been that, for years past, an effort has been always made to get the senior shots—the record men—opportunities to fire away from this range. Hence an arrangement was entered into with *Mr. Crawford*, under which all the first-class shots could fire their matches at Evans Bay.

280. What is the distance to Evans Bay?—I suppose it is about a mile from the tram-terminus, or a mile and a quarter.

281. Is the range safe for shooting?—That I am not sufficiently an expert to say.

282. Have you had any objections to its use from any of the residents in the neighbourhood?—No, I have not heard of any.

283. You do not think it is necessary for the Government to purchase more land than has been purchased, in order to secure the use of the range without objection on the part of adjoining owners?—I do not know. I do not know the extent of land now held by the Government.

284. *Mr. Baker*.] Do you consider the range valuable as a training-ground for young Volunteers in the first instance, being so close to the town?—It would be from its proximity to the town, but it must be a bad training-ground when they are able to get away into the open.

285. *Mr. Macdonald*.] So far as you are aware, Captain Duncan, what is the general feeling of the Volunteer Force with respect to the range? Is it a site that they appreciate, and have been anxious to obtain, or one which they would rather not see purchased?—I do not know that I have ever discussed the matter. I was excessively sorry to hear that the Polhill Gully range had been bought, because we were negotiating at the time to secure a better tenure of the Evans Bay range.

286. Then, you do not think the purchase is one to commend itself to the Volunteer Force?—I would not like to speak for the Force, because I have not consulted them; but I may state it would not recommend itself to me.

287. Were the men firing in the matches at Evans Bay all senior shots, and did they always fire at Evans Bay?—They were obliged to go through their class-firing at Polhill Gully, and the

class-firing was done with the Snider rifle. For the final shooting all the corps fired with the Martini-Henry rifle. They always did their Martini-Henry rifle-shooting at Evans Bay.

288. Can you suggest the names of any persons who could give the Commission valuable information?

289. *The Chairman.*] We knew you to be connected with the Naval Volunteers, and what we wanted to get was whether or not this range is valuable to the Volunteers as a range?—I think your best plan is to ask the men of each company to send their best shots to give evidence; you will then get at the bottom of the whole question, as they will be able to give expert evidence. I may be misrepresenting the ideas of the men.

290. We want to arrive at a just conclusion in this matter. It would be better to have one or two men from each company, then we could get perfectly fair evidence. Can you give us any names?—Captains Collins, of the Rifles; St. Hill, of the Artillery; and Paterson, of the Guards, would be able to furnish you with the names of the best shots in their companies. In the Navals, the names of two of our best shots are, I suppose, Williams and Stitt.

WEDNESDAY, 11TH MAY, 1892.

ROBERT J. COLLINS, Captain Wellington City Rifles, examined.

291. *The Chairman.*] You are well acquainted with the Polhill Gully rifle-range?—Yes, I am.

292. What is your opinion as to its suitability for the purpose of a rifle-range?—For the purposes of the Volunteers, and for carrying out the requirements of the Act—that is, for class-firing, and so on—it is most suitable, owing to its proximity to the town.

293. Is that its only recommendation?—Well, not being an open range, it would not be suitable for association meetings, but for a rifle-range for the Volunteers it is useful.

294. Is there any objection to it as a training-ground? Is it a suitable ground to train Volunteers?—Of course it is suitable to train Volunteers, but not to train men for these large meetings.

295. Then, it has been found desirable, I believe, that the forward men should shoot elsewhere, has it not?—Yes, to shoot on an open range, because our association meetings take place on an open range.

296. And therefore it is necessary that the men should practise on an open range?—Yes; those men who attend the colonial meetings should practise on an open range.

297. Do you know what land has been acquired by the Government, and what not?—No, I do not.

298. Then, you are not in a position to say whether there is sufficient land secured to make the range safe for general use?—No; not knowing the quantity of land secured, I am not in a position to say more than that the range has been safe up to the present time. There can be no doubt about that, as we have never had any occasion, when firing, to place a danger-flag on the hill, which is the ordinary precaution laid down to be taken in all cases of shooting where the range is unsafe. Had the range been considered unsafe, or had any accident taken place, the danger-flag would have been placed on the hills. This precaution has been taken on nearly every other range.

299. Are you aware that objections have been made to the use of that spot for a rifle-range by the inhabitants residing in the neighbourhood?—Within the last week only; I have never before heard of any objections.

300. *Mr. Baker.*] Can you express the opinion of your men on the question of the range?—Yes; I am a shooting-man myself.

301. Then, in giving this opinion, it is practically the opinion of your corps?—There are a number of men who prefer the open range; this is to practise for the colonial meetings that they attend, but the proximity of the Polhill Gully range to the town enables the Volunteers to carry out their class-firing and volley-firing. If they had to go a great distance the men could not give up the time to it. Now they can go up at 5 o'clock in the morning, and get away to their work at 7.

Lieutenant DAVY (Petone Navals) examined.

302. *The Chairman.*] You are well acquainted, I suppose, with the Polhill Gully Rifle-range?—Yes; I have been shooting at it for the last twelve years.

303. Do you think it a good range?—Well, you have to look at it from two points of view—namely, as to whether it is a good range for advanced shooting-men, or a good range for companies. Of course, for advanced shooting-men we require an open range; but for companies, for purposes of recruit drill and class-firing, the Polhill Gully range is an absolute necessity. Being so near to Wellington it is a very good range for that purpose.

304. Still, you would require something in addition to finish?—Not necessarily to finish. The ordinary work of a company, which is done to great extent by recruits, requires a range for class-firing and to practice upon. In fact, the class-firing is part of the work we have to do to gain capitulation; and the men could not go out to the Bay, as they could not find the time, especially in winter, as the men go to their class-firing before breakfast. They must therefore have a range close at hand, and Polhill Gully in a case like this is an absolute necessity, especially in the winter time.

305. Then, I understand, you think the two ranges are absolutely necessary. You would use both this and the Evans's Bay range?—Yes; it is necessary to have a long range for 700, 800, and 1,000 yards; but for purposes of ordinary Volunteer work in Wellington the Polhill Gully range is all that is necessary, because the men can get through their different grades at that range.

306. We have it on record that the Volunteers only use the Martini-Henry rifle at Evans's Bay; and what rifle do they use at Polhill Gully?—The Snider; that is the rifle they are armed with. The Martini-Henry is a private weapon which the Government have sold to the Volunteers, and which they use on the long range. The Polhill Gully range is of no use to a man who is going to compete in the New Zealand Rifle Association matches. The men want an open range where they

could get the light, wind, &c. ; but for a company range, close to town, it is absolutely necessary for the men to get through their work for capitulation. In fact, none in Wellington would capitulate if they did not have that range. For my own part, we have our own private range at Petone ; so of course the Polhill Gully range is of no use to us. We have also a range at Kaiwarra, in fact. The Polhill Gully range is of great use to the Wellington Volunteers.

307. *Mr. Baker.*] Is there another range at Kaiwarra?—Yes ; we have one of our own there.

308. May I ask what you pay for it?—Five pounds a year. The property belongs to Mrs. Hawkins, and she allows us to use the small gully to shoot on.

W. J. WILLIAMS examined.

309. *The Chairman.*] You are in the habit of shooting in the Polhill Gully rifle-range?—I have been.

310. You are well acquainted with the range?—Yes.

311. Do you look upon it as a good range?—I might state that there are two ways in which I could answer that question, because I am a first-class shot, and I would not call it a good range for shooting purposes. My reason for so saying is this : As you know, the gully is confined by two high hills, and the great essential in rifle-shooting is to have a thorough knowledge of windage, which you cannot get in the Polhill Gully rifle-range, as the hills are so high. The north-west blows up the range, and the south-east wind comes over the hills at the top, and then comes down the range towards you ; and you have only simply got these two winds. Volunteers who go to the New Zealand Rifle Association meeting to fire for the championship (which I had the pleasure of winning on one occasion) try to get a knowledge of windage, and you can get no knowledge of that by shooting up this gully ; therefore, all the first-class shots go to the open range, where the light is also better. Even on a fine day in the Polhill Gully range we find a very hazy light for the sights ; it is on account of the ground lying so very low between the hills. Therefore it is not what I would call a good range by any means. Men going in for shooting as New Zealand Rifle Association competitors use the Martini-Henry rifle, and of course it is essential we should have a knowledge of windage. Moreover, the Polhill Gully range is only 600 yards in length, and we shoot 700 yards at the New Zealand Rifle Association meetings. On this range, therefore, we could get no practise at 700 yards before the meeting. I think the range should be really 1,000 yards in length. Long-range shooting should be encouraged instead of discouraged.

312. I suppose, what is the best education for crack shots is the best education for all : they all want to learn the same thing?—Undoubtedly. My company is divided into four classes. In the D class—that is, the fourth class—they commence their shooting, and from that they get into the C class by winning a trophy. Almost immediately afterwards they get into the B class, and they go to the open range with the Martini-Henry rifle. They go to the open range and begin to learn a new thing altogether. Consequently, it takes them twelve months to learn what they really ought to have been at from the D class.

313. Do you only use the short-range weapons—viz., the Snider rifles—in the gully?—No ; as a matter of fact, there are regulations under which we have to shoot for the class-firing, also for the marksman's badge, for which we have to shoot five rounds at the 700 yards and five rounds at the 800 yards ; and part second we are supposed to fire as skirmishers, commencing at the 300 yards, and firing at 50 yards intervals to the 100 yards range ; but this cannot be done owing to the gully and the firing-mounds only being made at 100 yards intervals. The men are supposed to do that at the Polhill Gully range to get the marksman's badge as laid down by the regulations. We have, therefore, to evade the regulations, and go in for a different thing altogether.

314. What is the length of your experience as a rifle-shot?—I think it is about eight or nine years.

315. What prizes have you gained?—I have a house full of trophies of my own. I won the championship at Dunedin in 1890, and the naval's company's belt for seven seasons. The year before last I was seventh in Napier, but last year at Trentham I was not so successful.

316. *Mr. Macdonald.*] Your evidence goes to show that the Volunteers would be better off by having a range at Evans Bay than at Polhill Gully?—Yes. Its only redeeming feature is that it is close to town.

317. You say this, practically : that, although the range, from its proximity to town, may be valuable for recruits and young Volunteers, in one sense it is not really valuable because they have got to unlearn all they learned at the Polhill Gully range when they get along a little further?—Just so.

318. So that they had better start at once with what they have got to learn later on?—It would be easier for them to gain experience at first, as now they have to undo what they have already learned, and start afresh.

319. What I would like to ascertain from you is this : Suppose the question of the purchase of a range were submitted to the Volunteers as a whole, would they have preferred purchasing a range where they could have had windage and other necessary things for practise, or would they purchase the Polhill Gully range?—Well, speaking for myself, I should say they would have preferred to have gone elsewhere.

320. *Mr. Baker.*] Speaking in that way, you speak as an expert shot ; but would the majority of Volunteers who had not gone in for expert shooting—for prize-firing—rather have gone elsewhere? Do you not think the distance from town would make a great difference to them?—When a man has shooting at heart he would go any distance ; but a man will not go unless he is fond of it. Besides, from what I can hear, we are likely to have the tramway to Evans Bay before long. It will take us there in half an hour then.

*Mr. Baker :* The point I was trying to get at was : It appeared to me that the great bulk of the men did not go in for prize-firing ; therefore the distance to them would be a consideration.

321. *Mr. Macdonald.*] I was going to ask your opinion upon this: I suppose the object of educating Volunteers in firing is to teach them to hit the enemy when they get the enemy in front of them?—Just so.

322. Then, the Polhill Gully range being confined between two hills, are you not prevented from getting that education, as, under ordinary circumstances, you would not be likely to have an enemy in front of you at the end of a gully between two hills?—Yes.

323. That is the reason you prefer to fire at Evans Bay?—I would always insist on them firing on an open range, and train them on an open range from the very first.

JOSEPH STITT examined.

324. *The Chairman.*] You are an experienced rifle-shot?—Yes.

325. And a successful one?—In former years I have been very successful.

326. You know the Polhill Gully rifle-range well?—I cannot say I know it well. I have not had a great deal of shooting there. Of course, we do not go to the Polhill Gully range to practise shooting for the New Zealand Rifle Association meetings, for the reason that it is not a long enough range.

327. Do you look upon it as a good range?—Yes, for the purposes for which it is used—that is, looking at it from a Volunteer point of view; from a selfish point of view, I should say it was not good. We never shoot at it ourselves.

328. In what respect do you call it a good range?—From its locality, it is beneficial to other Volunteers. I reckon only about thirty Volunteers, perhaps, in Wellington attend the Rifle Association meetings. All the other members go to the Polhill Gully range to do their class-firing. If it was further away I do not expect they would go. That is why I think it is a good range for the purpose.

329. Is it a range suitable for training shots, and likely to improve the young people who practise there?—Yes; in going through their first stages—up to 600 yards—I reckon it is a very good range to teach shooting, because, if you bring a young shot out on to a range where it is blowing a gale, and he does not make good shooting the first time, he will not go there again; but if you get him out at the gully, where he can hit the target, you can fetch him out into the open another time, and he will eventually become a shot.

330. Could he not learn to be a shot without practise of that kind?—He might, but it would take a long time to do it. There is so much variation of the wind in the open. In the gully you can always rely on getting on the target.

331. Then, really, he would not learn at Polhill Gully what is essential before he could make a first-class shot?—He would have to go on to the open, and have a certain amount of practise, before he could compete at the New Zealand Rifle Association meetings. In regard to Trentham, where the New Zealand Rifle Association meeting is held, I think Polhill Gully would be most beneficial for practise. I think, if we had had more practise at the Polhill Gully range we would have been more successful at the last meeting than we were. Of course, we all went out to the Evans Bay range, and we had some tremendous gales there to contend with. At Trentham we were all at sea.

332. You were at Trentham protected from the wind?—It is partly protected. When the wind comes it is a sort of what we call a fish-tail wind. On the left-hand side there is a patch of bush lying parallel with the range, forming a protection from the wind from that quarter. On the other side there is a range of hills a long way off; that does not prevent the wind from blowing, but it does prevent the wind from blowing directly on to you, and there is always a sort of eddy, which we call a fish-tail wind.

333. You think there is an advantage in having a range of that kind near town to teach the young men to practise?—Yes, and so far as I am concerned, if I have to go to the Rifle Association meeting next time—as I think I shall—I shall do all my practise up to 600 yards at the Polhill Gully range; that is the conclusion I have come to. There is one drawback to the range—we cannot get a 700 yards range there.

334. *Mr. Macdonald.*] Can a Volunteer be trained as well by shooting in an enclosed gully like that as he can in the open?—Yes; I think he would be trained better. He would get used to his rifle, and know how to hold it in the gully, when he would not learn in the open. Out in the open where it is blowing, he would not know whether it was himself or his gun that was wrong. A man can go into the gully, where there is no wind, and can find out whether his gun is good, or whether he is good himself.

335. What is the object of teaching men to be good shots? Is it to teach a man to go out and win a championship, or to shoot an enemy in the open at an uncertain distance?—I suppose a good man would be able to take a man off at a greater distance.

336. Would a man go to the end of a gully or into the open, subject to all windage and so on, to learn to pick a man off? Would he not find some difficulty in picking a man off if he had not been taught to shoot in the open?—I say that a man should go first to the gully, or some enclosed place, and then afterwards, when he becomes master of his weapon, he should go into the open.

337. Are not the conditions entirely different?—No; because he would learn how to carry his gun, and would know how much allowance to make. It is a very different thing. If a man goes out into the open when he has never fired out of a gun before he is all at sea.

338. A man who had simply learned to shoot out of a shooting-gallery would be all at sea too, would he not?—Yes; but look at the distance he would have to shoot. Of course, I am only giving my own opinion. If I was going to bring out a boy of my own I should first take him to a place where it was sheltered from all winds, and let him practise there until he had become thoroughly master of his weapon; I would then take him into the open.



W. J. HAINES examined.

339. *The Chairman.*] Do you appear here in support of a petition sent in to the Commissioners?—I do.

340. That petition objects to the use of Polhill Gully as a rifle-range?—It does.

341. Will you tell the Commission upon what grounds you object?—The only grounds are those embodied in the petition—that is, of course, that the recreation reserve adjoins the rifle-range, and it is the only piece of ground we have for recreation purposes in the neighbourhood. Another thing is that there are a large number of inhabitants about there. The danger increases as the place opens up. The new road going through the gully to Karori will also add to the danger. As regards accidents, as stated in the petition, a piece of the target on one occasion flew off while the men were practising, and settled in Mr. Mitchell's whisker when he was in the recreation-ground. A little girl also, while she was on the recreation reserve, had her pinafore struck with a slug off the target. Mr. L—— also informed me that one of the Volunteers took a little boy about five years of age up to the range to mark for him. Mr. L—— asked me to inform the Commission about that. He told me it was not the first time by a good many that the same thing had been done. They just go up there and shoot whenever they like, without an officer of any description. They also go up without the sound of a bugle. I have been living there about fifteen or sixteen years, and I have not heard a bugle for many a year. I believe the regulations enforce them to sound a bugle when they go to fire.

342. Would not what you say about the boy be neglect on the part of the persons using the range?—It is a great deal due to neglect. The people lately have complained about looseness. That is what brought this trouble upon the Volunteers. This trouble is not one of just now only—it has been going on for some considerable time.

343. Are all the persons who signed the petition adults?—Yes; they are inhabitants of Street and Mitchelltown. There is one man who is a resident of

344. Did you find a general inclination on the part of the inhabitants to sign the petition?—I think we had about three objectors. I just took the paper outside the door in the street with a box and pen and ink, and people simply asked what it was for, and when I told them they signed without questioning it.

345. How long were you getting these names?—I was from about half-past 6 to about half-past 9 in the morning.

346. All got within about three hours, then?—Yes, I think about that. Had I known the Commission would last so long I could have got a great many more signatures; in fact, they were asking me about it last night.

347. Personally, you strongly object to the range being kept in use?—Yes, most decidedly.

348. Even if the regulations were carried out?—Yes; I have land adjoining, and I intend to build upon it this coming spring. I have already got it planted with fruit-trees and garden.

349. *Mr. Baker.*] You spoke of recreation reserve: what reserve was it?—It is a piece of land that lies to the right-hand side of the range.

350. Immediately adjoining the range?—It is.

351. I understand this is not a recreation reserve, but a plantation reserve?—Well, it is the same as a recreation reserve.

352. I do not see in what way the fact of its being planted would interfere with the rifle-range?—Most decidedly it would. Supposing all that ground were planted and made a recreation-ground right up to the target—in fact, it comes within a very short distance of it now—if you get it planted with fir trees and make gardens the public will use it. It is the only piece of ground we have for the purpose, and we intend to petition the Council to have it all planted during the next year. Another thing is that young children will always be about there. We cannot stop the children coming up from the Willis Street School to pick up bits of lead and things.

353. I suppose you consider the range would be more dangerous if more planting was done?—Yes; of course, it would take a few years for the trees to grow. Even now it is overgrown with furze; you cannot see who is knocking about there.

354. What were the names of the people who were taken up to the target by the Volunteers to mark?—Mr. Brickley, who lives in Street, will be able to tell you about that. There is also a piece of ground belonging to Mr. Mitchell close to the butts, which I believe he wishes to see you about. So there are a good many things we have to face in this matter. We never thought it lay in our power to take any steps in this matter until lately.

355. And what leads you to take steps now?—We heard that the inquiry was being held, and, besides, it is only lately that the working-men have come to the front, and they think there is no occasion for them to put up with these kind of things. Unless some one takes a leading part in these things they are never done—the people's time is too much occupied.

356. *Mr. Macdonald.*] I suppose your evidence goes to show that the whole of the people in that district are unanimous in their desire to have the rifle-range abolished?—Yes, altogether.

357. How many people are there in the district?—I should think there are not far short of two hundred. I could get another petition filled up with new names. Mr. Foster will be able to give you any further information on the subject.

358. *The Chairman.*] And from that two hundred people you obtained seventy signatures within three hours?—Yes.

359. Is the neighbourhood growing more or less populous?—It is rapidly increasing in population.

360. Lately?—Yes.

361. And has done?—Yes, since the Native leases have fallen through.

362. And is likely to do?—Yes, there is nothing to stop it.

THURSDAY, 12TH MAY, 1892.

Colonel PEARCE examined.

363. *The Chairman.*] We have asked you to attend here to give us some information as to the suitability of the Polhill Gully for the purpose for which it has been used. Is it a suitable range?—It is by no means a perfect range; but in days gone by it has been exceedingly useful to the Volunteers, and I have no doubt it continues to be exceedingly useful. As a short-distance range it is good enough for all practical purposes.

364. Is it good enough for all the purposes you require for Volunteers?—It would not do alone. With the improved weapons now in use it is necessary to have a range of greater length than the Polhill Gully range.

365. *Mr. Baker.*] You were in command of the district?—Yes, for many years.

366. *The Chairman.*] Would you say, under the circumstances, it would be desirable to acquire this range at a high cost, or to seek elsewhere for a range that might do for all purposes?—I am not aware of any range so convenient to town that would be better than the Polhill Gully range. You would have to go as far as Evans Bay for a more suitable range.

367. You look upon its close proximity to the town as a matter of great importance?—It is of great convenience to Volunteers going through their class-firing, as they have to go there in the early morning and do it before their work begins.

368. Then, I understand, your opinion, practically, is that the great recommendation of the range is its proximity to town?—That is so; otherwise it is by no means an ideal range.

369. *Mr. Baker.*] Do you consider it a good range for young Volunteers to practise at?—I do. Of course it would be better in the open.

370. Are you speaking from your own knowledge, or are you expressing the opinion of the men who have served under you?—For many years I used to attend at the range myself in charge of squads, or shooting myself. Of late years my adjutant used to do that work. I have frequently been in charge of squads in Polhill Gully.

371. Then, you speak from personal knowledge of the range?—Of that and other ranges—yes.

Colonel NEWALL examined.

372. *The Chairman.*] You are commanding the Wellington District?—Yes.

373. Will you tell us what you think of the suitability of the Polhill Gully rifle-range?—Its proximity to the city, and therefore to the homes of the Volunteers, is, in my opinion, its chief recommendation. It is also good from another point of view—that the shooting is almost directly south, a characteristic which is always sought after, but not very frequently obtained.

374. Is the manner in which it is shut in from all winds advantageous or disadvantageous?—Very advantageous to a young beginner.

375. But it renders it desirable that some other range should be used afterwards?—I would not like to say that in so many words, but I would say that the Polhill Gully range, embracing as it does a distance of from 100 to 600 yards without any obstacle, is sufficiently good for all practical purposes; at any rate, for practice with the rifle at present issued to Volunteers—namely, the Snider rifle.

376. Is that arm likely to be continued to be used?—I should not say so.

377. Is it desirable that it should be used?—No. It is most desirable that it should not be. I would like to add to that, that if the Martini-Henry rifle was in use we should begin on the same range precisely.

378. And what if a still more modern and further-carrying weapon were brought in?—I would take leave to say that it would be difficult to find a rifle-range in any country in the world suitable for a much longer carrying-capacity. In the second place, say at 3,000 yards, an individual enemy could not be observed, and therefore it would be of no use shooting at him. It would be what we call unaimed rifle-firing—rambling shooting.

379. Do you think the Magazine rifle is likely to be used for practise?—I think that any service which is armed with the Magazine rifle will necessarily do all its practise with the arm issued to it—namely, the Magazine.

380. *Mr. Baker.*] And for the purpose you have mentioned, you think the Polhill Gully range is an efficient one?—I do—to that extent.

381. Can you express any opinion as to whether the rifle-range being situated at Polhill Gully is any disadvantage to the neighbourhood—I mean in the way of causing a nuisance?—From my knowledge of the locality I should not consider there was much danger to anybody, except to those who might see fit to trespass where they had no business to be—namely, on the ground itself.

382. I ask the question because we have it in a petition that there is danger?—I am aware of that from the public prints—that a petition has been laid before this Commission by the people who live in the neighbourhood. I do not know whether I am at liberty to express a hope that the residents of Polhill Gully may never be troubled with anything worse than the crack of a rifle by fellow-citizens who devote much time and expense to make themselves efficient as a safeguard to the colony at some future day perhaps. The Volunteers are a well-behaved lot of men. They do not commit a nuisance in any other way than the noise they make in firing. The same noise would be created if they were rabbiting or snipe-shooting, and that would often be nearer the dwellings than the rifle-range.

383. *Mr. Macdonald.*] Considering the question of danger, have you taken into account the fact of the new road in the vicinity?—No, there is no road.

384. Is there not a new road to be made there?—I believe so. If that road was made I should not think it would be safe for firing, especially that portion at the rear of the target from the short range.

385. You would not care to be passing there while firing was going on?—No, I would not. There are, however, provisions made for such contingencies as that. At a rifle-range there should be proper supervision—a danger-flag should be erected.

386. Have you taken into consideration the fact that adjoining the range on the right-hand side there is a plantation reserve?—I am aware that on the right flank of the long range there is a strip of land known as Town Belt. I only heard this three days ago.

387. Are you aware that that portion you are referring to is specially allocated as a recreation reserve for the people in that portion of the city, and where they have the right to walk?—That is quite news to me.

388. Taking into consideration the fact that people do go upon the reserve, would there not be some risk?—I think they would not run much risk, as if a man heard a shot he would scuttle out of the plantation at once, I should imagine. It is quite news to me that this land was set apart for a plantation reserve. It is a rule with all rifle-ranges that there should be 40 yards clear on either side, or flank, at least, especially when two ranges are lying parallel to each other; so there would be 80 yards altogether.

389. Do you know whether any effort was made to ascertain whether any other range as suitable as the Pollhill Gully range could be procured?—No; I only came to this district about twelve months ago, and do not know anything about it.

390. *The Chairman.*] Do you wish to modify your opinion as to the safety of the range in consequence of what Mr. Macdonald has said about the plantation reserve abutting on it?—Well, there is no plantation there at present, and I do not think it is necessary for me to say more than I have said. With regard to the plantation-reserve, I think the fact of a rifle-range being alongside would prevent people using it for recreation purposes.

391. *Mr. Baker.*] You are quite clear that it is a good range for young beginners? I ask you the question because we had an expert here yesterday who did not consider it an advantage to a beginner to shoot in a place like this, as he would get no knowledge of windage, as he expressed it?—As you know, rifle-shooting is a science, like everything else, and must have small beginnings. What we have to get over on the part of raw recruits is a natural nervousness at first incidental to the discharge of a firearm, which is sufficient to make him very unsteady. Then, if he has also the wind to think about, it will, as you can imagine, make him very much more nervous. The fact of his being shut in, as it were, between two walls makes him feel that he cannot help hitting the target because there it is right in front of him. Then, if he misses the target he is able to see where the bullet struck, and can make allowance for it next time. The mere fact of shooting up a gully would, in my opinion, give a nervous man a certain amount of confidence. It is very trying to a raw recruit to be placed out on a level or undulating piece of country where there are objects to the right and to the left to attract his attention. He can better concentrate his attention when looking up a gully 30 or 40 yards wide. Besides this, it is very difficult indeed to hold a rifle steady when the wind is blowing.

*Mr. Baker:* I just wanted to get your opinion from your own knowledge, as we have had a contrary opinion expressed.

TAMATI WIREMU TE WHERO re-examined.

392. *The Chairman.*] Do you wish to correct anything you have said when giving your evidence on the last occasion?—The only explanation I wish to make is in connection with a statement I made on the last occasion. I wish to explain that I understood negotiations were made between ourselves and the present representative of the firm.

393. *Mr. Macdonald.*] Did you have negotiations with George Richards, or direct with Messrs. Kirk and Atkinson?—George Richards is the person who came up to see us.

394. Who was George Richards acting for?—He was acting on behalf of Mr. Atkinson and his firm.

395. Then, had you any direct communication or not with the firm of Messrs Kirk and Atkinson?—Yes, I saw Mr. Atkinson afterwards; but George Richards was the first to come and speak to us about it.

396. You told us at first that Colonel McDonnell was acting?—Yes, Colonel McDonnell was there when I received the money.

397. But not before?—No.

398. Did you arrange the price with George Richards?—No, he made us an offer.

399. Have you any papers in your possession bearing on the question of the rifle-range?—No; I do not think so.

400. Is that all you desire to say?—Yes.

401. You took £25 an acre for your land?—Yes.

402. How much money did you get altogether?—The total amount was £225, or something like that.

403. Did you get it in cash?—Yes.

TAMATI HAPIMANA TE NGATATA examined.

404. *The Chairman.*] What do you know about this Polhill Gully affair?—I live across on the other Island. Mr. Richards came to me and told me that he had come to fetch me over to this Island. He said my land was about to be purchased. I told Mr. Richards I would not sell.

405. What time was this?—Last year.

406. What time last year?—About the month of May, 1891. He said to me, "The land is required for the Crown, and therefore you must sell." I said to him, "I will not sell, because I want that piece of land." However, afterwards I came with him. On arrival here in Wellington I went on to Opunake, to see the owner of the land, Hami. I am Hami's elder brother, and this piece of land was given to me. Hami refused to sell. Richards was there and strongly urged us to

sell, but we both refused. After that he returned to Wellington, and after his arrival in Wellington letters were sent up to us at Opunake. On receipt of these papers we took them to K—. The papers were sent for us to sign, but they were returned.

407. *Mr. Macdonald.*] Did you ultimately sign the papers?—Eventually; being confused I did sign the document.

408. What was the document you signed?—It might have been the deed of sale, or any other document for all I know now.

409. Where did you sign it?—At the office of Messrs. Kirk and Atkinson.

410. What did you get when you signed it?—I received £75. I have the receipt [produced]. I do not know what my share of the money amounted to.

411. Have you any other papers?—No, that was the only one given to me.

412. How much money did you handle?—As far as I remember it was £11.

413. Was that all the money you received?—I can only remember receiving £11. I also remember that I paid for Mr. Richards's expenses.

414. How much was that?—£7.

415. Did you pay anything for survey?—These documents [produced] will show that.

416. According to these documents, you appear to have paid for the survey of the land. You also appear to have paid succession duty, and also for preparing transfers of title to the Crown. Had you any other land besides that in Polhill Gully?—Yes; I am now being asked to pay for duty. All the information required can be obtained from Messrs. Kirk and Atkinson. I am sure of that.

417. Who was the owner of the other half-share?—The old gentleman who was here before. The two sections are adjacent.

418. Is that all you have to tell us?—That is all I have to say.

419. Do you mean to tell us that out of the £75 you only got £11?—Until it is proved to the contrary, I will say now that I only received £11.

420. Did you ever go to Messrs. Kirk and Atkinson's office and say that you did not understand the transactions with them?—No.

421. Were you satisfied when you received the £75 that the agreement had been carried out?—I simply took the money without thinking whether it was the proper price for my land or not.

422. What did you suppose the rest of the money had gone for?—I did not know.

423. Do you really mean to tell the Commissioners that you sold a certain amount of land to Messrs. Kirk and Atkinson for £75, and that you were content to take £11 in full satisfaction of the £75?—No.

424. Do you know that there is a Government officer to see that transactions of that kind are correct?—I quite understand.

425. Who was the Government officer who certified that you got the money?—I took Colonel McDonnell to be the officer representing the Government.

426. Were you aware that you owed Messrs. Kirk and Atkinson anything which was properly deducted from the £75?—Well, the items were not read over to me at the time and explained. Had they been read over to me I could have thought the matter over.

427. Were you conscious of owing anything for expenses or not?—I could not say yes or no.

428. Did you pay out of your own pocket the £7 for Mr. Richards's expenses?—I paid it out of the £75.

429. You told us you only received £11?—I mean after paying all expenses I only had £11 left.

430. What were the expenses: were they expenses in connection with the sale?—The different items were not read over to me. I was simply told that I owed so much.

431. Do you mean to say that you paid Mr. Richards's expenses when he was acting for Messrs. Kirk and Atkinson, just as if Mr. Richards was acting for you?—Yes; I paid Richards's expenses.

432. Who paid your expenses to come up from Kaiapoi and go on to Taranaki?—I paid for the train fare myself, but the steamer fare was paid for me.

433. Did you succeed to your brother Hami in all the lands?—Yes, because he is now dead. I applied for succession to his interests. My application was heard at Palmerston North before Judge Mackay. I had to pay succession duty.

434. Did you employ Messrs. Kirk and Atkinson to look after your titles in the succession from your brother?—I did not want them to do the work for me; they wanted to do it for me.

435. Do you ever employ any one else to do work for you; or did you understand Messrs. Kirk and Atkinson were to do it for you?—George Richards made all the arrangements for me.

FRIDAY, 13TH MAY, 1892.

Lieutenant-Colonel McDONNELL examined.

436. *The Chairman.*] It appears in evidence that you have acted in the capacity of interpreter in connection with some of these Polhill Gully transactions?—Yes.

437. Can you tell me whether in all these transactions a certificate has been given by the officer whose business it is to do so that the transactions with the Natives have been all straightforward?—By the licensed interpreter—that is, by myself?

438. There is an officer, is there not, specially appointed under some Act—I remember it being passed by the House of Representatives? The Trust Commissioner, I think: is he not supposed to certify on a title that everything has been properly paid to the Natives?—I believe so.

439. You do not know whether it has been done in this case or not?—I could not say. That would, of course, be after my interpreting and translating, or anything else that I might have done.

440. Were you present when the Natives signed these conveyances?—Yes.
441. In all the four cases?—Yes.
442. And it was your conviction that everything had been fairly paid to them?—I have never known any transactions more rightly conducted in my life. Everything was fully explained to them before Mr. Atkinson and myself. Not only do I make it a rule that the translation shall be on the deed before the Native signs it, but I afterwards read over to him what I have myself written, &c., as the translation on the then deed. I make an extra interpretation verbally to him, and find out if he is fully aware of what he is doing. I then ask him if he is perfectly satisfied, or if he wants further information. I do that in every case, no matter whether it be a small or a large one.
443. Do you observe in some of these accounts that the Natives have handed in that certain charges appear to have been made for expenses, &c.?—There appear to be charges of expenses in connection with the conveyancing.
444. Is a vendor in such cases properly charged expenses?—I believe so, but I do not know what the legal charges are. I know that each charge was explained to them, and they raised no objection to them.
445. And they were satisfied?—As far as I know. I think the charges were all right.
446. We have before us a statement from one of the Natives that he was charged the expenses of a messenger who was sent after him to fetch him to Wellington to convey this land. Can you explain anything of that sort, or how the Natives came to be under that impression at all?—I do not know, except that my usual experience is that when a Native is at a loss for an excuse he will invent one. I have no knowledge of anything of that kind being done. It is the first I have heard of it.
447. *Mr. Baker.*] Were you fully satisfied that the Natives were getting all they were entitled to for the sale of the land? As to fairness?—Yes; as far as my knowledge and experience goes. In fact, I thought at one time they were being paid too highly.
448. You thought the price they were receiving too high?—I should have been very sorry to have given it myself.
449. Twenty-five pounds an acre?—Yes.
450. Had you been over the ground?—I know the ground generally. I was not aware at the time that they were purchasing it for a rifle-range, or anything else in particular.
451. You did not know it was a purchase in connection with a rifle-range?—I did not know anything about it until I saw it some time after. I thought they might be purchasing it for building purposes, and I wondered how they were going to do it.
452. Do you know the ground now?—It is a long time now since I was up there—two years or more. I simply had my impression of Polhill Gully, and I thought it a very rough place. I thought the price they were giving was more than I should like to give.
453. *Mr. Macdonald.*] What is your estimate of the value of the land up there?—I am not able to give an estimate. I was merely speaking of the impression on my mind at the time that the price was high.
454. Who were the conveyances from the Maoris to?—Some were to the Queen. I think some of the Polhill Gully lands were sold to private persons also. There were so many contracts and deeds at the time that I cannot speak positively.
455. You remember these four being to the Queen?—Yes; I will tell you why I recollect these better than the others. There were four transfers I had to translate, and I was told that some of these transfers were going away, and it was not quite certain whether they would be signed or not; and I was to make my charge accordingly.
456. You have told us you did not know what it was being acquired for, but thought they were paying too much for it for building purposes: did it not strike you why the Queen should be wanting it for building purposes?—I did not know what they might want the land for. It was the impression on my mind at the time. There were other pieces of land being purchased in which the Queen's name was not mentioned.
457. Who were you employed by to explain the deeds to the Natives?—By Messrs. Kirk and Atkinson.
458. Did you understand the Government were the purchasers or Messrs. Kirk and Atkinson?—I simply understood what was stated in the deed—that it was purchased direct from the Natives to the Crown.
459. You were not aware that it was purchased by Messrs. Kirk and Atkinson?—I was not aware of any contract that Messrs. Kirk and Atkinson had with the Government, or that they were employed by the Government at all, except as solicitors, until I saw something in the newspapers about it being intended for a rifle-range.
460. You must have known if they were acting as between the Maoris and the Queen?—I knew that they were the solicitors, and that they were presumably acting for the Queen.
461. Who would you consider they were acting for?—I thought they were acting for the Government.
462. *Mr. Kirk.*] Were you employed by us in any other way except as interpreter?—Just to interpret in an ordinary way, and to explain any transaction placed before me. That was the only capacity in which I was employed. I had nothing to do with any agency, or in trying to get Natives to sell. Simply as an interpreter and witness to certain receipts.
463. Do you remember Tamati Hapimana coming and making his transfer?—Yes.
464. You were present on that occasion?—Yes.
465. Have you any recollection how the transaction was conducted, and how the monetary part of it was done?—Yes; the deed was read over to the Native, and the money was handed over to him.

466. *Mr. Macdonald.*] Do you say the money was handed over?—I handed it over myself—£75.

467. Did you see it handed over in each case?—Yes; I handed it over myself. The money was put on the table, and I counted it out for the Natives in front of them, to let them see that the notes were right.

468. The Native says he only received a portion of the money: is that incorrect?—Decidedly.

469. Even if they—Messrs. Kirk and Atkinson—say that they deducted certain costs?—The whole of the purchase-money was handed over to the Native, and then there were certain charges made by Messrs. Kirk and Atkinson. They were read over to him; he consented to them, and gave the money back according to instructions, and expressed himself perfectly satisfied.

470. Was this receipt [produced] translated on that occasion?—Yes.

471. If any payments were made to Messrs. Kirk and Atkinson, was the Native made fully aware of what they were for? Did he understand them at the time he paid the money?—Yes; he said he knew everything about it, and he consented, and said he was perfectly satisfied.

472. *Mr. Baker.*] And raised no objections at the time?—No.

473. *The Chairman.*] You had been employed at the same time interpreting for other transfers from Hami, his elder brother?—Yes; from Hami to Hapimana.

474. *Mr. Kirk.*] You made your charges against us for doing the work. Is that the receipt you gave us on that occasion [produced]?—Yes, for Hapimana's work.

475. Is that amount mentioned among the items the Native was charged?—Yes.

476. Was that amount interpreted by you to Hapimana among the items [account produced]?—Yes.

477. You were employed to interpret this transfer to the Queen?—Yes.

478. Did you make your charges against us?—Yes.

479. Was that the receipt you gave us [receipt handed in]?—Yes.

480. How many years have you been interpreting for our firm?—About three.

481. And during that time you have done a good many transactions, I suppose, for us?—Yes.

482. Mr. Atkinson generally attends to Native matters?—Yes.

483. Will you tell the Commissioners, as a man accustomed to deal with Native affairs, what you think of the conduct of Mr. Atkinson in reference to Native matters?—All I can say is that every transaction I have seen in Messrs. Kirk and Atkinson's office with the Natives and otherwise have been always conducted in the most straightforward manner that it is possible to conduct affairs. They have left no pains untried to get the Natives to fully understand the business in hand, and to find out if they were perfectly satisfied.

484. Has any complaint ever been made to you after the transaction has been concluded?—On the contrary, the Natives when outside expressed themselves as very pleased at the way in which their business had been conducted.

485. *The Chairman.*] I think we must now understand you to say that you know the Natives received the stipulated amount, but you do not know what they handed back in each case?—I did know at the time. I was perfectly satisfied at the time the whole transaction was square. I have had forty-five years' experience in dealing with Natives and Europeans too. If all transactions in land had been conducted in the same way as they have been conducted in Messrs. Kirk and Atkinson's office there would not, in my opinion, have been the trouble there has been in New Zealand with the Natives.

GEORGE RICHARDS examined.

486. *The Chairman.*] What is your occupation?—I am a cabinetmaker.

487. Have you acted as agent for Messrs. Kirk and Atkinson in the purchase of Native land, or got Natives to sign, and so on?—Yes.

488. It has been given in evidence here that you have induced Natives to sell their land, contrary to their own wishes, by informing them that if they did not do so they would be compelled to do so?—That is false; I have not.

489. Can you tell us what you have done that might have given rise to that?—I have bought certain lands for Messrs. Kirk and Atkinson?—I know I did tell the Natives that if the Government liked they could take the land under the Public Works Act; but I never told them as an inducement for them to sell it.

490. Then, you are quite sure nothing was said by you to them that might compel them to sell their land against their own inclination?—Yes, quite sure.

491. Do you still act in that capacity?—Yes.

492. For Messrs. Kirk and Atkinson?—Yes.

493. Do you understand the Native language?—Not much. Just a little.

494. *Mr. Baker.*] Why did you tell them the Government could purchase under the Public Works Act?—It came out in the way of conversation. I do not know whether I really did tell them or not, but I knew the Government could take it under the Public Works Act. All the Natives that I dealt with were quite satisfied with the price they got. I asked them if they were satisfied, and they said they were quite satisfied.

495. Have you heard any dissatisfaction expressed since?—No, quite the contrary.

496. Who paid you for your services?—Messrs. Kirk and Atkinson.

497. No charge was made to the Natives in connection with this special question of purchase of land for a rifle-range?—Nobody ever paid me except Messrs. Kirk and Atkinson.

498. *The Chairman.*] Had you any difficulty in getting the Natives to agree?—Yes; one specially—Hami Iwitaia.

499. What section was that—point it out on the map?—[Section pointed out.]

500. What steps did you take to secure the purchase of it?—I went to Parihaka. I think I was there four or five times to see the Natives on different occasions. Hami wanted to sell, but he

is a Te Whitiite. He said Te Whiti did not approve of Natives parting with their lands, but he was going to give it to his brother. He did so. Then I bought it from his brother.

501. How did you get hold of the brother?—I went to Christchurch to see him; in fact, his brother gave me a letter to take to him.

502. Tamati says he did not want to sell, and refused to sell when you called upon him: how did you induce him to sell afterwards?—I asked him if he would like to, and he said he would. I then went up to Opunake to see his brother, and then he said he did not want to sell his land. I said, "All right, don't sell it." He afterwards came to me, and said he wanted to sell it, which he did, next day.

503. Were you present when the conveyances were signed? Did you see the purchase-money handed over to him?—Yes.

504. Are you aware he says he did not receive the whole of the purchase-money?—So I have heard this morning.

505. He also says he paid a portion of your expenses?—No. He gave me £1 as a present; that was all the money I ever received from him; that was at Opunake, when he had refused to sell.

506. *Mr. Baker.*] During any part of the negotiations, did he try to get a larger price? Was the objection to sell in connection with the price offered to him?—No. I asked him a hundred times, I believe, "Are you satisfied with the price." "Yes," he said, "I am thoroughly satisfied with the price." I left him then at Opunake. About a fortnight or a month afterwards he came back and said he wanted to sell the land now, the same as others had been doing. I asked him again if he was satisfied with the price, and he said, "Yes."

507. Then, the objection did not arise from the price offered him?—No.

Captain COLEMAN examined.

508. *The Chairman.*] You are in charge of the Armed Constabulary barracks, are you not?—Yes.

509. Do you know well the Polhill Gully rifle-range?—Yes; for the last seventeen years.

510. What is your opinion of it as a rifle-range?—I think the short range is a very good one for class-firing. There are two ranges, I presume you are aware. With regard to the long range, I do not think it is safe, unless the Government can purchase the right over about 100 yards of town reserve. That forms the right of the range. I lease that at present from the Corporation. If I wished I could stop shooting upon it. I believe I could do so, but, as I am a Government servant, and I do not think it would interfere with anything I may put upon it, it does not interest me much. If, however, any other person leased it, or if I threw it back on the Corporation's hands, I believe they would be perfectly justified in stopping rifle-shooting on the long range.

511. And that they could legally do so?—I think so. The bullets go certainly within 5ft. or 6ft. of portions of the place, although I might say there never has been an accident from shooting during the time I have had charge of the range. The cow business is a myth.

512. Notwithstanding the bullet having been found in it?—I should like to have seen the bullet. The owner of the cow interviewed me three days afterwards, when I told him I had a dozen witnesses to prove that we had had no rifle-shooting on the Monday, nor since the previous Saturday. All he said to that, just as he was going away, was that he ought to be more careful in his dates.

513. Can you tell what is contemplated to be done with that reserve, or what purpose it is likely to be devoted to?—I only learned from the public Press that the inhabitants wish to have it for a recreation reserve, but I have a lease of it for fourteen years from the Corporation; there is still five years of the lease to run.

514. Do I understand you leased the plantation reserve for a term of fourteen years, and that there is another five years still unexpired?—Yes.

515. What area is it?—Eleven acres.

516. Is it a fair question to ask what you pay for it?—Yes, certainly; £7 a year.

517. *Mr. Macdonald.*] What do you run upon it?—A horse and a cow or so. Just now another man runs cattle upon it. There is a piece of land just outside of it owned by Mr. Mitchell, and Mr. Mitchell has threatened two or three times to stop rifle-practice there. Perhaps there may be some risk, as splashes from the target go upon his ground. The late Under-Secretary for Defence directed me some time ago to go up and ascertain if such was the case. I went over the ground carefully with Mr. Mitchell and found that he was perfectly right about the splashes, but, in my opinion, they could not hurt anything, unless they struck any one in the eye, perhaps; but there is no other danger.

518. Would you be willing to part with your interest in that plantation?—Do you mean to throw it over to the Corporation, or to sell or lease?

519. What would be the value of it?—It would be very little in advance of what I pay. I pay £7 a year, and there are still another five years to run. I would be perfectly satisfied if I got £9 a year for it.

520. And how many years are there unexpired?—About five years. If I had cattle or horses I would not be willing to lease it.

521. *Mr. Baker.*] In connection with the short range, you do not consider that either Sections 4 or 5 are required for the short range?—I am still of that opinion.

522. Did you consider, when you made your report, that if the Government did not possess Sections 4 or 5 the road would have to be kept open. If the road was kept open, would it be safe?—Yes, on the short range. The road goes right behind the range. I have had thirty-five years' experience in rifle-shooting—in England, India, and in all parts—and wherever I have served it has always been considered that a butt of 40ft. high behind the target is ample for the longest ranges. Now, the road, I take it, would be at least 60ft. above the target, and our utmost range is only 300 yards, so I consider it perfectly safe.

523. There would be no danger to a person walking on the road?—No; unless a man wilfully fired in the air, and did not care where his bullet went. I would never dream of any danger with a butt 60ft. or 70ft. high. It would be ridiculous. Of course, unless a man wilfully pointed his rifle up in the air, then there would be no knowing where the bullet might go. It would be just the same as if he fired out of his garden. There could not possibly be any danger at 300 yards unless a man wilfully did so. And, then, rifle-shooting is supposed to be carried out under strict supervision of officers; and if they did their duty it would be quite impossible for an accident.

524. Has it not happened at times that Volunteers have shot without an officer with them?—If the regulations were properly carried out that would not occur, as shooting without an officer in charge is against the regulations.

525. Who is to blame for the regulations not being carried out?—I should say, perhaps, if he was aware of it, the Officer Commanding the District; but he might not be aware of it; then the responsibility would be on the Volunteer actually shooting, the same as in the case of a person going to shoot in your garden without authority. They might shoot there if there was no rifle-range at all. You will frequently see men shooting hares over that ground.

526. *Mr. Macdonald.*] And you tell us that the short range, in your judgment, without the acquirement of Sections 4 and 5 at the back of the range, is safe. Even with the fact before you that the road may be opened, you still think the range is safe?—Quite safe. I think it is only right it should be known—and, perhaps, no one just happens to think it except myself, as I am interested in it, being the means of paying money for it—this ground, or portion of it, is already acquired by the Government. This is only rumour; I have heard nothing officially. As well as being in charge of Mount Cook Barracks, I am also acting Paymaster, and I am now paying, as Dr. Johnston's agent, and have been ever since 1884, the full amount of the yearly rent for the ground, and am still paying it. I believe, from report, that the Government has already purchased the right to a large portion of this ground. I am paying now £66 2s. a year under the old lease; but I would think, if it were mine, a portion of it should be deducted from Dr. Johnston's payments, and he would not pay the Natives if they have already sold the rights.

527. *Mr. Baker.*] With regard to the redoubtable cow is it not possible it might have been shot while shooting was going on early in the morning?—There was no shooting going on. The range was under repair. Besides, had the cow been shot, it had no business to be there, as it must have been on my land.

#### R. CLEMENT KIRK re-examined.

528. *The Chairman.*] Since you gave us your evidence upon the last occasion, Mr. Kirk, you have been present all the time, and have heard the various points raised in the inquiry, in which you are more or less interested. We now wish to give you an opportunity to refer to them as briefly as you possibly can, conveniently?—The first matter I wanted to refer to was the evidence last given before by the Natives—that is, the statement made by Hapimana that he only received £11 out of the £75. I now produce a receipt showing that £75 in full was paid to Hapimana. It was interpreted by Colonel McDonnell. The cheque was cashed, so that the whole amount might be given in cash. I never like to make deductions from a Native purchase, or to pay money to Natives except by cash. It is therefore my practice to always cash the cheque, so that they may see the money, and are able to understand what they are about. I produce the butt of the cheque. I have also proofs of payment of all the amounts up to £53 paid to us by the Native for sums of money disbursed by us on his account—for duty, costs, &c., as shown by this account. The £27 10s. constituted succession duty, and stamp duty on the transfers from his brother Hami to himself, charged by Government on the transfer of this and other lands. The £6 1s. was interpreter's fee. Four guineas for valuing all the properties on the succession order.

529. *Mr. Baker.*] What was the four guineas for?—It was paid to Mr. O'Donahoo for valuing all the properties at Johnsonville, Ohariu, and Polhill Gully. He had to value all the properties.

530. None of the charges made on that occasion were in connection with the Polhill Gully sections?—Not with the ones sold to the Crown, except, of course, in so far as the transfer from brother to brother was concerned. I now produce Hapimana's account in our ledger, which shows how the £53 was disbursed. I might say that it shows that he still owes us £5 1s., in addition. There is still a lot of work going on through our firm in connection with the estate.

531. What was Mr. O'Donahoo's valuation for the section sold to the Crown?—I think it was £105.

532. *The Chairman.*] Have you a copy of the Commission?—Yes.

533. Will you look at the top of page 2, clause No. 11. You have answered that already—that there is no ground for suspicion that you have sold any of the lands that you purchased for the Government, or offered it at a higher price; but you will understand that, as Commissioners, we know nothing about the drafting of this Commission; we have simply had it placed in our hands, and we do not know how anything was originated. Has there been any transaction which might lead to such a supposition as appears here?—I do not know. I have given it my denial. The only suggestion I can offer to account for it is its having got abroad that we made an offer to the Education Board of part of Section 9 as a site for a school. This land was bought some twelve months before this other transaction was ever thought of. A reservation was made, in case any part of 9 was required for the range. This Section No. 9 was not included in the contract with the Government. We did not want to hamper the Government acquiring part of the land if they so desired afterwards, and therefore we made the necessary reservation in our offer. That is the only transaction I can at all conceive can be mistaken for any action such as suggested in the Commission. The land was purchased before the Government purchase was thought of.

534. *Mr. Baker.*] And, as you have already stated, you have not offered any of the land?—No.

*Mr. Kirk:* When giving my former evidence I used the word "syndicate," and I think some



explanation is necessary. When I referred to having bought the land—Section 1, say, 5 acres—from the syndicate I meant, of course, Mr. Blair, ourselves, and another gentleman. The other gentleman I did not name before, but I am at liberty to give his name now. It is Mr. O'Donahoo, surveyor. He was the person interested with us in the purchase of the land before the Government contract was approached at all. But we had been purchasing various properties together in Wellington.

535. *Mr. Baker.*] You had obtained the interest in Section 1 previous to any negotiations being entered into with the Government?—Yes, twelve months before.

536. *The Chairman.*] Do you wish to modify the understanding we had, and which we thought you expressed very strongly, that Mr. Blair had no interest in the matter. I suppose he would have benefited by the price you gave?—No. He could have benefited if he had liked, but Mr. Blair refused to take anything from us in connection with the matter. He told us, as soon as the arrangements were completed he would transfer the whole of the land to us, and he has never drawn a sixpence from the whole transaction.

537. But the price you appear to have paid for the land is much higher than the price he paid for it?—Probably it was. No doubt it was. Of course he would have benefited in that way; he could have drawn something from the transaction had he chosen, as co-owners with us, but he always refused to do so.

538. My impression is that he gave something under £100 to the Natives?—We gave a good deal more than that.

539. *Mr. Macdonald.*] You stated that you paid the syndicate £400 for a certain portion of the freehold and a certain portion of the leasehold, so that what the Chairman means is this: that the members of the syndicate must have participated in the profit, which would be the difference between the original purchase-money and the £400?—No doubt the syndicate did, and so Mr. Blair would if he had chosen to remain. But from the time we went into it Mr. Blair had simply been helping us to finance. He said he wanted the land to be in our hands for the sake of helping our business, and that he did not go in for it for any profit. I mention Mr. O'Donahoo's name now as he has just returned to Wellington, and he has no objection to his name being disclosed.

540. *Mr. Baker.*] You purchased Section 1, apparently, from the Natives for £120?—I have forgotten; I think it was £160; but it was a good while ago; I could not say exactly what the amount was.

Mrs. JOSEPHINE LOVE examined.

541. *The Chairman.*] Are you interested in this inquiry as one who has sold land in connection with it?—Yes, my husband and I are interested in it.

542. Did you hold land in your own right that was sold, or was it simply your husband's land that you speak of?—No, it is my father's land.

543. Did you own any of the land that was sold or purchased in Polhill Gully?—Yes; to Messrs. Kirk and Atkinson.

544. What land did you own?—It was a half-share in the Polhill Gully land, where the range is.

545. *Mr. Baker.*] In Section 3?—I do not know. Mr. Morison had more to do with it than I had.

546. Had you nothing to do with the arrangements for selling the land?—My husband acted for me.

547. Then, you do not know exactly about the transactions yourself?—No, I do not.

548. *The Chairman.*] In that case I do not see that we can take your evidence, because we want nothing but direct evidence in the matter?—My husband will be in by the 12 o'clock train from Waikanae.

Mr. J. B. HEYWOOD, Secretary to the Treasury, examined.

549. *The Chairman.*] What is the usual practice with regard to placing sums on the estimates for the current year? Is it done as soon as the Government have definitely decided to expend the sum—that is, rather than allow it to go on next year to "Unauthorised Expenditure"?—I do not quite understand the question.

550. *Mr. Macdonald.*] Suppose the Government had agreed to make a purchase of a piece of land, and had fixed the amount they were prepared to give for it, what is the usual course taken in connection with the estimates?—That would depend upon when they wanted to pay for it. They might make up their minds to pay that year, or at some indefinite date. If it was to be paid within the year; it would be placed upon the estimates. Of course, if it was not to be paid within the year, it would only encumber the estimates unnecessarily.

551. *The Chairman.*] If it probably would be paid in that year, would it be placed upon the estimates? Will you kindly read that letter dated the 25th July, 1890. When that letter was written by the Government, would the fact of that letter having been written make it appear that the amount of the purchase-money should have been placed upon the estimates?—Well, there are two things about this: it would not become me to in any way say whether a Government should place a sum of money upon the estimates or whether it should not. It is entirely a Ministerial question.

552. I do not want you to take it from that point of view. What I want to know is if, when a Government has decided upon a certain expenditure, possibly within that year, would it not be quite competent for them to put it upon the estimates?—That is quite another matter. That would be a question for them to decide.

553. In the ordinary course of things, would you expect that sum to be put on the estimates after the Government had decided to expend it?—I should expect it to be placed upon the estimates; but, from the terms of this letter I have read, it would hardly be necessary to place it upon the

estimates, because, if I am reading it correctly, it is a matter entirely pending negotiation at the time of writing—that is to say, the negotiation does not appear to have been closed at the time of writing the letter.

554. I understand you to mean that the Government usually puts sums of money on the estimates when the negotiations are closed, or as soon as they have decided to make the expenditure?—I should say so, generally speaking; but this letter does not disclose that they had decided. It is merely a negotiation pending.

555. *Mr. Macdonald.*] Will you read the letter of the 20th August. The final letter is dated the 12th September?—Well, speaking from memory, that would be late in the session.

556. *The Chairman.*] The supplementary estimates were sent in on the 13th September?—Of course, a great deal hangs upon that. If the supplementary estimates were sent down to the House on the 13th September the question would be whether there was time between the 25th July, when it was only a negotiation pending, and the 13th September, after the letter was written affirming the agreement between the parties—whether there was time to place it upon the estimates.

557. When a Government decides upon an expenditure—say, a sum of money is wanted for a bridge—you do not keep that off the estimates because the contract has not been signed?—But there may be a law governing those operations. You are, I think, speaking of payments out of Public Works Fund, and there are laws governing the appropriation of moneys there. In this instance it is a sum of money which would be paid in the ordinary way out of Consolidated. I should say, in the ordinary course, the money would be placed upon the estimates if there was a reasonable prospect of its being required to be paid within the financial year. As to whether it should or should not have been placed upon the estimates is entirely a Ministerial question. In the ordinary course of things a sum of money is placed upon the estimates if it is contemplated to be spent within the year.

558. Or any considerable portion of it within the year?—Yes; I may say that is the practice.

559. At all events, there is nothing to prevent its being done if the Government wished to do so. Having decided to spend the amount, as they evidently had done, there is nothing to prevent the sum being placed upon the estimates?—Well, it is perhaps dependent upon whether the Minister considered the negotiations completed in time to place the money upon the estimates. I should almost think, without being aware of the actual facts—I am taking the Commissioners' word for it—that the 13th of September was the day on which the supplementary estimates were placed upon the table of the House. If the Minister decided that he would not provide for the money until his negotiations had come to a more satisfactory conclusion there would not be time to get the money on the supplementary estimates without introducing further supplementary estimates, and they might consider that unnecessary. There are so many of these things governing a Minister's ideas and opinions.

560. If a Government so far decides to make an offer as they have done, would you not expect, under those circumstances, that the Government would put it down on the estimates for the current year, and not leave it to go over to the next year, and charge it to "Unauthorised expenditure"?—No; I should not think they would be inclined to put it down as an ordinary thing.

*The Chairman:* Mr. Heywood seems to me to have now contradicted himself.

*Mr. Heywood:* Not at all.

561. *The Chairman.*] What we would like to get clearly from you is, What is the ordinary practice when a Government contemplates an expenditure, and has given instructions that they are prepared, we will say, to purchase a block of land for £3,000: is it usual for them to make any reference to that effect in the estimates, or the supplementary estimates, for the year, or would they wait until the expenditure has been actually incurred before taking the House into their confidence as to what they intended to do?—I think they would provide for it on the estimates if they considered the expenditure was going to take place within the year.

562. Or any considerable portion of it?—Yes.

563. Suppose that in a number of such cases they failed to make provision for the items on the estimates for the year, would it not seriously embarrass the Treasurer in making arrangements for finance?—I think so, certainly.

564. *Mr. Baker.*] Whose duty would it be to put the amount on the estimates?—The duty of the Minister in charge of the department.

565. And he would get it from his Under-Secretary?—Yes. The only point in my mind is this: The conclusion of the negotiations must have bordered very closely on the 13th of September, when the estimates went to the House, so that the Under-Secretary may not have been able to send the information to the Treasury in time.

566. *Mr. Macdonald.*] Is it not a fact that the supplementary estimates are very often altered up to the last moment before they go the House—within an hour or so?—Yes.

567. So that if the estimates were sent to the House on the 13th of September they might be altered on the morning of the 13th?—Yes; they might be so.

568. *The Chairman.*] Can you tell us what date the last estimates did go down to the House?—Not from memory.

569. I may say that I got that information from the officer who was in charge at the Treasury when I called there?—Any information he gave you would be perfectly correct.

570. I think we understand now that in the ordinary course of things you would expect that sum to be placed on the estimates if there was a reasonable prospect of its being expended within the year?—Yes.

C. B. MORISON examined.

571. *The Chairman.*] You have acted as Mr. Love's solicitor?—Yes; I was acting for Mr. Love in defending an action brought against him for recovery of the Polhill Gully lands in the Supreme

Court, which was decided, I think, last November in the Court of Appeal. The action was brought by Ihaka te Rou, another Native; and after that action was concluded in Mr. Love's favour, Mr. Love desired to effect a sale of the Polhill Gully lands, and mentioned this to me. This was the land affected by the action. I had some knowledge—I do not know how I got it, but I think it was through seeing the proceedings before the Trust Commissioner—that Messrs. Kirk and Atkinson were dealing in some way with the Polhill Gully lands. I met Mr. Atkinson one day in the street outside my office, and I mentioned that I had got a decision in Mr. Love's favour in the case, which he knew was going on, as I had mentioned the matter to him. I then asked him if he had a purchaser, or whether he would purchase. I could not give the actual words. I intimated that the Loves were ready to sell. The result was we had some conversation on the subject, and I asked him to send me a written offer. This is a copy of the letter of the 18th December, 1891: "Dear Sir,—With reference to a conversation with you concerning the purchase of Love's properties, we have purchasers for the under-mentioned pieces named: Part Section 41, Polhill Gully, at £6 per foot frontage Wordsworth Street; Part Section No. 3, of 15 acres, at £25 per acre (half of 6 acres 1 rood 5 perches); Part Section 27, Section 8, Johnsonville, at £25 per acre (half of 6 acres 2 roods 27 perches). If your client can give a title we are prepared to deal at once. There are, however, restrictions on all these lands, but we presume there would be no difficulty in getting them removed.—Yours, &c., KIRK AND ATKINSON.—C. B. MORISON, Esq." On receipt of that letter, I of course submitted it to Mr. Love, and I made some inquiries as to what would be a fair price for the properties, and advised Mr. Love not to accept the offer as made. I advised him to ask instead for half of Section 3 of Block XV.A £100. What was offered was about £75. There was also an advance upon the price of the other section. After Mr. Love had consented to that, I saw Mr. Atkinson, and told him I would not accept his offer, but I asked him to make a further offer. I then received a further letter from Messrs. Kirk and Atkinson, but find I have omitted to bring it. However, my reply shows what were its contents. Mr. Love had been making inquiries in the meantime, with a view of finding out what could be got elsewhere. On the 21st December, 1891, I wrote the following letter to Messrs. Kirk and Atkinson: "Dear Sirs,—I am instructed by Mr. Tamiora Love to accept your offer contained in letter of the 21st December—viz., £7 a foot for the one-sixth interest in Section 41, and £100 for half-share of Section 3, Block XV.A, Polhill Gully.—I am, &c., C. B. MORISON." Shortly after this—I had not troubled to inquire who the purchaser was—the transfer came along for my perusal—a transfer to Her Majesty the Queen. I forget whether it came to my office or whether I got it at Messrs. Kirk and Atkinson's office. At all events, I got the transfer; and I think I casually made some remark to the effect that I did not expect it to be the Queen. No mention of the name of the purchaser had been made in the course of the transaction. Then the matter was duly completed and the money paid, so far as I was concerned.

572. Satisfactorily?—Yes.

573. We understand Mr. Love has complained of the manner in which the matter was completed?—I have heard nothing of it. Mrs. Love seemed to be under the impression when she called on me to-day that the Commission was going to give something more for her land. At any rate, she seemed in rather a hopeful state. I told her I was afraid she had formed rather a wrong impression of the functions of the Commission.

574. *Mr. Baker.*] When was the money paid?—I really could not give the date from memory. There was considerable delay with the removal of restrictions. It was not until February that we got the matter through the Trust Commissioner's Court. The money was paid to me on the Natives' behalf, and was duly credited, and has since been paid to them. I have heard no complaint from Mr. or Mrs. Love, but Mrs. Love appeared to have got an erroneous idea of the functions of this Commission.

*Mr. Kirk:* I desire to thank the Commissioners for the courtesy extended to me, and the latitude allowed me during the course of the inquiry.

## APPENDIX.

### No. 1.

The UNDER-SECRETARY for DEFENCE to MESSRS. KIRK AND ATKINSON.

GENTLEMEN,—

Defence Office, Wellington, New Zealand, 25th July, 1890.

With reference to the conversations we have recently had regarding the acquirement for Government of the present Polhill Gully Rifle Range, at Wellington, I am instructed by the Hon. Defence Minister to state he is prepared to enter into negotiation for the purchase of such part of it as will enable the present rifle-range to be used in the future without inconvenience or danger to the public.

This practically means the acquirement of the greater portion of the 44 acres at present leased by Government, and the Hon. Minister will be obliged if you will take the matter in hand on the understanding that the cost of the block is not to exceed £3,000.

If you are willing to undertake this business I shall be obliged, before a definite agreement is arrived at, if you will inform me of the rate of commission you will charge, and if, in your opinion, there is any other outside contingent expenditure which will require to be met.

I have, &c.,

C. A. HUMFREY,

Colonel, Under-Secretary for Defence.

Messrs. Kirk and Atkinson, Solicitors, &c., Wellington.

### No. 2.

MESSRS. KIRK AND ATKINSON to the UNDER-SECRETARY for DEFENCE.

SIR,—

Wellington, 20th August, 1890.

Replying to your letter of the 25th July, 1890 (M. and V. 90/1215, No. 675), and having regard to the further conversations had with you on the subject, in view of the many difficulties (which we have in some measure discussed with you) which present themselves in relation to the acquisition on behalf of the Government of the Polhill Gully rifle-ranges lands, we have the honour to propose, as being most simple and satisfactory, and, in fact, the only practicable way under the circumstances of doing it, to undertake the matter upon these terms:—

1. The area which it is proposed to acquire, and which, so far as we can judge, would give to the Government all that is absolutely necessary to secure to them, without possible interruption, both existing ranges, amounts to about  $36\frac{1}{2}$  acres, in addition to nearly 2 acres of unused road, and is comprised of the following sections, as numbered on the subdivisional plan deposited in the Survey Office, a rough tracing of which is sent herewith: Block XV., Sections 1, part of 2, 3, 4, 5, and 6.

2. These sections, together, are referred to hereafter as “the block,” and outlined in blue on the accompanying tracings.

3. In addition to this block the lease of Section 7, 1 acre, with nearly twenty years to run, will be included.

4. For the sum of £3,000 net we will undertake to procure certificates of title under the Land Transfer Act in the name of the Queen, for the block, including an assignment of the lease of Section 7, subject to the following conditions:—

5. Such sums as may be required by us from time to time for on account of the purchase of any portion from the present owners shall be paid to us on application.

6. Notwithstanding this undertaking, however, it is to be clearly understood that, though we feel practically certain of being able to carry the whole matter through, we do not guarantee the acquisition of the whole block; and, in the event of our not being able to purchase any one or more of the sections, then the purchase-money (£3,000) is to be reduced proportionately, the reduction to be made according to the value of such section or sections relatively to the value of the block, such relative value to be assessed in case of dispute by a competent valuer to be mutually agreed upon. If, however, a lease can be obtained, with your consent, of any section or sections which cannot be purchased at once, then, in estimating any reduced price, the value of such lease shall be allowed for.

7. Should any difficulty arise in the acquisition from any of the present owners of any portion of the block, either by reason of the inability of any owner to sell under the present title, or by reason of any owner being unwilling to sell, or asking such a sum as we may consider to be an unreasonably high price, such portion affected shall, if we think advisable, be taken by the Government under the Public Works Act, in which case the compensation payable in respect of any land so taken shall be deducted from the amount of our agreed upon purchase-money—viz., £3,000.

8. For the sum named (£3,000) we are to do all legal work, pay all purchase-moneys and commissions, and all costs, charges, and expenses of every kind.

9. The Government are to facilitate the acquisition from the Natives in every possible way, and must undertake to obtain (if this be rendered necessary) the removal of all restrictions on the alienation of the said lands.

10. We are to be allowed at least one year within which to complete, and thereafter such further time as the circumstances may warrant, and as shall be agreed upon.

11. There shall be no obligation on our part to clear existing leases from the block or Section 7.

12. In addition to the block, Section 7, and such parts of Sections 9 and 10 as the Government may desire to purchase to make the block more compact, may afterwards be acquired on such terms as may be arranged.

We have, &c.,

KIRK AND ATKINSON.

No. 3.

Colonel Humfrey, Under-Secretary for Defence.

I HAVE gone carefully into this matter, and also searched the titles of the several Native owners, and also Dr. Johnston and others, the intermediate lessees, and I consider that, if Messrs. Kirk and Atkinson will definitely carry out the matter for the sum mentioned—viz., £3,000—the Government will not be paying too highly for the fee-simple of the 36 acres. I would suggest, however, that before there is any further correspondence with Messrs. Kirk and Atkinson you should submit what has already passed to the Solicitor-General for his advice as to the proper form of agreement which should be entered into with them.

26th August, 1890.

THOMAS MACKAY.

No. 4.

MEMORANDUM FOR SOLICITOR-GENERAL.

IT is desired to acquire for a rifle-range certain Native lands in the vicinity of Polhill Gully. Some of the Native owners reside at Parihaka; and Messrs. Kirk and Atkinson are of opinion that if it is known the purchase is for Government that higher prices will be asked, and greater difficulties experienced than if the purchase was made by private individuals; and they make a proposition to acquire the land and transfer to Government for the sum of £3,000, including commission, &c.; and it is on this proposal your opinion is asked as to the manner in which it should be given effect to.

27th August, 1890.

C. HUMFREY.

Referred to Solicitor-General.—W.R.R., 27th August, 1890.

As to the form of agreement, a letter from either party setting forth distinctly what is to be done by the parties to such agreement, which letter is accepted by the other party, would be quite sufficient agreement in such a case. The essential thing is certainty as to the area and position of the land to be acquired, that the price is fair and reasonable, and that the terms set forth in Messrs. Kirk and Atkinson's letter are clearly understood.

I presume the Government is committed to this arrangement, else one would have thought that, as the Public Works Act of 1887, section 31, includes "rifle-ranges and butts" in the works which may be constructed or undertaken by Government, it would have been preferable for the Government itself to have taken the land under the Public Works Act. It is true there is Native title, and this may give difficulty, as it is not always prudent in such a case to assert rights strictly legal.

However, taking the proposal as it stands, No. 6 seems to be objectionable. If the land is not to be in fee it seems questionable how far a lease should be taken. Again, unless the whole block can be secured, the range will be possibly useless.

Clause 7, too, ought not to leave the option of deciding to go under the Public Works Act with the writers.

In such a case, too, are the proceedings to be conducted by Kirk and Atkinson, and are the costs included within clause 8?

In clause 10 the period for completion is too vague; "at least" a year and further time ought to be altered to something certain.

2nd September, 1890.

W. S. REID.

No. 5.

THE UNDER-SECRETARY FOR DEFENCE TO MESSRS. KIRK AND ATKINSON.

GENTLEMEN,—

11th September, 1890.

I have the honour to acknowledge the receipt of your letter of the 20th August, and, in reply, am instructed by the Hon. the Defence Minister to state that in the main he is prepared to agree to the proposals made, with the exception of one or two points, which he has been advised should be more clearly stated or modified, so as to suit the requirements of the department.

The proviso in paragraph 6, that if portions of the land cannot be purchased, with the exception of Section 7 as referred to in your letter, a lease should be accepted, is one that cannot be acceded to, as, if such a concession was made, it would possibly defeat the object for which the acquirement of the land is proposed, and as by section 31 of the Public Works Act of 1887 rifle-ranges and butts come under the provisions of the Public Works Acts relating to land, it seems unnecessary that any lease should be accepted, when the land can be taken in the usual manner, as subsequently referred to by you in the succeeding paragraph of your communication.

In the latter paragraph it is also proposed that the decision whether the land should be acquired under the Public Works Act or not should be optional with you, but the Minister is of opinion that the decision on the point should rest with him.

It is accepted that paragraph 8 of your letter is meant to cover all and every expense in connection with the purchase, including expense of Compensation Court, &c., should the intervention of Government be found necessary to acquire any portion of the land under the Public Works Act.

The Minister is also of opinion that the period for the acquirement of the land should be more clearly defined, and that the limit should be one year; and, if it was found a further extension of time was required, the circumstances under which such extension was demanded should, after due consideration, be approved or otherwise by him.

Before any definite agreement is concluded, I think it should be clearly defined in what capacity your firm acts with regard to this purchase, as your letter of the 20th ultimo has so far traversed the question as to make it uncertain whether you are to be considered as agents for the Government in the matter or principals with whom the Government are dealing; in the former case the interest of the Government in every way would, of course, be protected by you; in the latter it might be desirable that a formal agreement should be executed which would be of such a nature as to absolve the Minister from any action which might hereafter be taken should any question arise with regard to the necessity or otherwise of the land being attained.

I have, &c.,  
C. A. HUMFREY,  
Colonel, Under-Secretary, Defence.

Messrs. Kirk and Atkinson, solicitors, &c., Wellington.

No. 6.

MESSRS. KIRK AND ATKINSON to the UNDER-SECRETARY for DEFENCE.

SIR,—

Wellington, 12th September, 1890.

We have the honour to acknowledge receipt of your letter of yesterday's date (M. and V. 90/1215, No. 826).

We have to inform you that we now agree to the alterations and modifications of the proposals contained in our letter of the 20th August, which the Hon. the Defence Minister has suggested in your letter under reply.

The last paragraph of your letter, however, suggests that our relations towards the Minister in the matter had better be more clearly defined. Our position is that we are to be treated as principal vendors, the relations of that position being only modified by the fact that we propose to effect direct transfers of the land to the Queen, and in taking these transfers to the Queen we act as solicitors for the parties.

Reviewing the whole agreement as now contained in the two letters—ours of the 20th August and yours of the 11th September—it has occurred to us that it would be more consistent with the relations which we have explained as existing between us if we do not draw money on account of the purchase as we may require it, and as provided in our former letter, and not reviewed by the Hon. the Minister.

As principal vendors we are prepared to find the money required for purchasing from the Natives and others, and would only stipulate that on our certifying as solicitors acting in the matter that a transfer has been actually effected into the name of the Queen of any subdivision of the block we should be paid as vendors, on account of the purchase-money of £3,000, a part (say, 75 per cent.) of the proportionate price of the subdivision calculated on the average price per acre of the whole. The whole acreage to be purchased is (exclusive of leasehold Section 7) slightly over 37 acres. This, at £3,000, is at the rate of £81 per acre, and the payment on account which we would ask for is £60 per acre on the land actually transferred to the Queen, the balance being paid on completion of the last transfer.

We think this the fairer course, and one to which no objection can be taken. We shall be glad to hear from you as soon as possible that our view of the case meets with your approval.

We have, &c.,

The Under-Secretary, Defence Department, Wellington.

KIRK AND ATKINSON.

No. 7.

MEMORANDUM from the UNDER-SECRETARY for DEFENCE to the MINISTER of DEFENCE.

Hon. Defence Minister.

THE Polhill rifle-range, which is a Native reserve, and leased by Government, is being gradually sold by the Native owners, and I strongly recommend that immediate steps be taken to acquire the land on behalf of Government, as there is no other place in or about Wellington which in any way compares to it as a rifle-range, and the paddocks attached are invaluable for turning out dray- and police-horses.

I have been in communication with Messrs. Kirk and Atkinson, who for the sum of £3,000 guarantee to purchase about 37 acres, including with above amount all charges, commission, &c., and I recommend the offer being accepted.

As no vote can be taken for the purchase the amount will have to be charged against "Unauthorised."

15th September, 1890.

C. A. HUMFREY.

No. 8.

THE UNDER-SECRETARY for DEFENCE to MESSRS. KIRK AND ATKINSON.

GENTLEMEN,—

19th September, 1892.

I have the honour to acknowledge the receipt of your letter of the 12th instant, setting forth the conditions on which you undertake, on behalf of the Government, to purchase certain land situated in Polhill Gully, Wellington, for the use of the Volunteers as a rifle-range. In reply, I am directed by the Hon. the Defence Minister to inform you the conditions noted are approved, and he trusts you will complete the business with as little delay as possible.

I have, &c.,

C. A. HUMFREY,  
Colonel, Under-Secretary, Defence.

Messrs. Kirk and Atkinson, solicitors, &c., Wellington.

No. 9.

Messrs. KIRK AND ATKINSON to the UNDER-SECRETARY for DEFENCE.

SIR,—

Wellington, 10th October, 1890.

We have the honour to certify that a transfer from Tamati Wiremu te Wera has been effected to the Queen of Section 6 of Block XV.A, Polhill Gully, containing 8 acres 3 roods 29 perches (subject to formal approval by His Excellency the Governor of Judge Mackay's recommendation for the removal of restrictions from this land). We have therefore to request that a payment on account of purchase-money, in the terms of our letter herein of the 12th September last, of £540 (that is, for, say, 9 acres at £60 per acre) be made to us as soon as convenient.

We have, &amp;c.,

The Under-Secretary for Defence, Wellington.

KIRK AND ATKINSON.

No. 10.

MEMORANDUM from the LAND and DEEDS REGISTRY OFFICE to MESSRS. KIRK AND ATKINSON. LOT 6, Block XV.A, Polhill Gully, transfer, Tamati Wiremu te Wera to the Queen. This transfer has been lodged for registration, and will be registered so soon as the restriction on alienation is removed.

15th October, 1890.

G. B. DAVY, District Land Registrar.

No. 11.

Messrs. KIRK AND ATKINSON to the UNDER-SECRETARY for DEFENCE.

SIR,—

Wellington, 9th December, 1890.

We have the honour to enclose herewith certificate of title, Vol. lvi., Folio 188, for Lot 6 of Block XV.A, Polhill Gully, containing 8 acres 3 roods 29 perches, a progress-payment for which we have already received from you. We also enclose certificate of title, Vol. liii., Folio 97, for Section 1 of same block, containing nearly 5 acres, also in the name of Her Majesty the Queen, and shall be obliged if you kindly let us have a cheque for £300, being a progress-payment, in terms of our contract, at the rate of £60 per acre.

We have, &amp;c.,

The Under-Secretary, Defence Office, Wellington.

KIRK AND ATKINSON.

No. 12.

Messrs. KIRK AND ATKINSON to the UNDER-SECRETARY for DEFENCE.

SIR,—

Wellington, 12th August, 1891.

We have the honour to enclose herewith a certificate from the District Land Registrar that we have completed the Queen's title to a further portion of the land under agreement for purchase between your department and ourselves—viz., Section 2, Block XV.A, containing 6 acres.

Under the terms of the contract we are on this certificate entitled to a payment on account of purchase-money of £60 per acre. We shall therefore feel obliged if you will be good enough to let us have a cheque for £360 at your earliest convenience.

We have, &amp;c.,

The Under-Secretary, Defence Department, Wellington.

KIRK AND ATKINSON.

No. 13.

MEMORANDUM from the CONTROLLER and AUDITOR-GENERAL.

BEFORE the money is paid for the purchase of Section 6, of Block XIV., the deeds ought to be shown to be ready to be deposited in the Crown Lands Office, otherwise the money ought only to be issued to a Government officer on imprest.

14th October, 1890.

J. E. FITZGERALD.

THE District Land Registrar having certified (see certificate attached) that a transfer of the land in question has been deposited with him for registration, and will be registered so soon as the restriction on alienation is removed, the claim for £540 in favour of Messrs. Kirk and Atkinson may now pass.

15th October, 1890.

J. C. GAVIN, Accountant and Auditor.

No. 14.

MEMORANDUM for MESSRS. KIRK AND ATKINSON.

I HEREBY certify that transfers in favour of Her Majesty the Queen of Section 2, Block XV.A, Polhill Gully Native reserve, containing six acres (6 acres), have this day been lodged by you for registration and accepted by this office. In due course the certificate of title for the above land will issue in favour of Her Majesty, who is now the registered proprietor.

Wellington, 12th August, 1891.

G. B. DAVY, District Land Registrar.

No. 14A.

The ACTING UNDER-SECRETARY of DEFENCE to MESSRS. KIRK and ATKINSON.

SIR,—

Defence Office, Wellington, New Zealand, 24th August, 1891.

With reference to your letter of the 12th instant reporting that you have completed the Queen's title to a further portion of the land under agreement for purchase between your firm and this department—namely, Section 2, Block XV.A, containing 6 acres—I have the honour to inform you that a writ has been served on the Attorney-General, dated 20th August, 1891, between Ihaka te Rou, of Wellington, aboriginal native, plaintiff, and Daniel Love, of the Taita, farmer, executor of the will of Wi Tako Ugatata, deceased, and Her Majesty's Attorney-General for the Colony of New Zealand, defendants; and to request that you will inform the Defence Minister what action you propose taking in the matter. Mr. Seddon directs that as this writ was issued prior to the

money for the part purchase of this block being paid to you on Friday last you will at once return the same in order that it may be lodged in the Treasury until the suit is decided. An immediate reply to this letter is requested.

I have, &c.,

Messrs. Kirk and Atkinson.

A. HUME, Lieut.-Colonel,  
The Acting Under-Secretary of Defence.

No. 14B.

MESSRS. KIRK AND ATKINSON to the UNDER-SECRETARY of DEFENCE.

*Polhill Gully Rifle-range Purchase.*

SIR,—

Wellington, 13th August, 1891.

Referring to Mr. Kirk's interview with you yesterday, we have now the honour to submit our views of this matter in writing.

When the purchase-contract was being concluded we expressed an opinion that the department was acquiring more land than was necessary for all reasonable purposes for the two rifle-ranges.

It seemed to us that the acquisition of Sections 4 and 5, containing together 10 acres 2 roods 33 perches, lying away to the left of the short range, would not benefit the department to any degree commensurate to the large additional outlay involved, and we offered to reduce the total cost proportionately if the office chose to exclude these blocks. The department, however, at that time thought otherwise, and the contract was concluded in its present form for £3,000.

We have purposely left the dealing with these least essential blocks to the last, but, having now completed the purchase of and handed over the titles to nearly all the other essential parts, we think it is a fitting time to again offer the department the opportunity of not including these large outlying blocks (which are high lands, far above and overlooking the short gully range), and reducing the whole purchase-money by the proportionate price—namely, £870.

The only other portion not yet purchased is at present the subject of litigation as to its ownership, but as soon as the suit is settled we shall be able to complete.

We should like to know your views on the matter at the earliest convenient date, as the time prescribed for the completion of the purchase will shortly expire.

The Under-Secretary of Defence.

We have, &c.,

KIRK AND ATKINSON.

No. 15.

MESSRS. KIRK AND ATKINSON to the UNDER-SECRETARY for DEFENCE.

SIR,—

Wellington, 24th August, 1891.

Replying to your letter of to-day's date (M. and V., No. 854), stating that a writ has been issued against the Attorney-General and another in respect of the Polhill Gully land, recently purchased by Her Majesty through us, and asking for the immediate return of the cheque paid to us on Friday last, we have the honour to state,—

1. That all the Polhill Gully lands purchased through us now vested in Her Majesty—viz., Subdivisions 1, 2, and 6 of Block X.V.A—are properly and absolutely vested in Her Majesty, as shown first by the District Land Registrar's certificates, and finally by the certificates of title themselves, which are now in possession of the department.

2. That the writ referred to is not intended to affect Her Majesty's title to these particular pieces of land referred to above, but, as we understand it, the Attorney-General has been joined as one of the defendants, as the plaintiff is claiming cancellation of the original grant for the purpose of having the plaintiff's name inserted therein in lieu of that of the other defendant; a reference to the Attorney-General, however, would make this clear.

3. With regard to the cheque, in view of our explanation, we do not suppose you will insist on the return of that money which under the terms of the agreement is ours, and which, of course, we must retain.

4. We would like to point out that the inference to be drawn from the statement made by the Hon. the Defence Minister to the House on Friday last (as reported in the papers) seems to imply that we had improperly received this money, and it has even been suggested to us, since the publication of this statement, that we have been trying to take advantage of the department. We cannot suppose that such a meaning was in any way intended to be implied, and, in view of the explanation, we trust the Defence Minister will, in justice to ourselves, be able to state that the matter is in order, and that the purport of the writ had been misunderstood.

We may add that we have long been aware of the dispute between the parties to the writ; particular reference was made to it in our letter to you of the 13th instant.

The Under-Secretary for Defence.

We have, &c.,

KIRK AND ATKINSON.

No. 16.

The CROWN SOLICITOR to the Hon. the MINISTER of DEFENCE.

SIR,—

Panama Street, Wellington, 28th August, 1891.

In reference to my conversation with you as to this action (*Ihaka v. Love*), and the suggestion that the title of the Crown to land purchased was therein questioned, I have the honour to report that this is not the case. I have made inquiry of Messrs. Kirk and Atkinson, and they report that the following is the position:—

1. The above action does not affect Subdivision No. 2, which is the allotment transferred to the Crown, and in respect of which the payment has been made. *Ihaka* has no interest in this allotment.

2. With regard to other allotments in the Polhill Gully Block in which *Ihaka* has or claims any interest, Messrs. Kirk and Atkinson inform me that, as regards the one required for a rifle-range, they hold a contract to sell to the Crown, executed by him. If, therefore, he succeeds in the above action the result will facilitate the completion of the purchase instead of obstructing it.



Messrs. Kirk and Atkinson will, of course, see that the title to each allotment is completed and indefeasible before the purchase-money is paid; and in respect of those blocks for which you already have Land Transfer titles no question can arise.

The Hon. the Minister of Defence, Wellington. I have, &c.,  
HUGH GULLY, Crown Solicitor.

No. 17.

MESSRS. KIRK AND ATKINSON to the Hon. the MINISTER of DEFENCE.

SIR,— Wellington, 31st August, 1891.

Referring to Mr. Kirk's interview with you on Saturday morning, and seeing that you had understood from our letter to you of the 24th instant and Mr. Atkinson's interview with you that an expression used in that letter was deemed by you to modify our position with the department, we think it well to write you definitely on this aspect of the case.

We desire to point out that the letter of the 24th instant was written by us, in answer to the Under-Secretary's, to explain the effect of Ihaka's writ on the whole contract and your present completed titles, and not in any way to modify the relations previously existing between us.

At Mr. Atkinson's interview with you he said he did not desire in any way to recede from or modify the relations existing between us and the department, as defined in the previous letters, and he did not deem the expressions quite inadvertently used in his letter explanatory of the writ as of sufficient importance to warrant alteration or withdrawal of the letter.

However, as the expressions have had weight with you, and formed an impression in your mind that we desired by that means to shift our ground or qualify our previous position, we now have the honour to ask you to deem the expression "purchased through us," twice used in our letter of the 24th, withdrawn, and the words "purchased in terms of our existing contract" substituted.

Our position was defined by us in the letter to the Under-Secretary of the 12th September, 1890, "as principal vendors, the relations of that position being only modified by the fact that we propose to effect direct transfers of the land to the Queen, and in taking these transfers to the Queen we act as solicitors for the parties." From this position we have never and do not ever intend to recede for one moment, and we therefore trust that there will be no further misunderstanding on this point. If you are now satisfied on this head we trust that the explanations offered as to the effect of the writ will induce you to give us an acknowledgment that any misapprehensions as to the matter not being in order have been removed.

The Hon. the Minister of Defence. We have, &c.,  
KIRK AND ATKINSON.

No. 18.

A. HUME, Esq., to the SOLICITOR-GENERAL.

SIR,— Wellington, 1st September, 1891.

The points on which the Minister requires information are—*vide* first paragraph of Messrs. Kirk and Atkinson's letter of the 24th ultimo—(1.) Are these lands now vested in Her Majesty, irrespective of any operation of the writ now issued? (2.) How do Messrs. Kirk and Atkinson stand with reference to the Government in the matter of the purchase of these lands?

I have, &c.,  
A. HUME.

IN answer to the points above stated, in the form of questions, my reply is,—

(1.) The lands for which Land Transfer titles have issued to Her Majesty are now vested in her irrespective of the writ.

(2.) Messrs. Kirk and Atkinson's position in reference to the Government is explained in their letter of the 31st August last, and an expression used in their previous letter of the 24th August last is also explained. So far as I can gather from the papers, there appears to be no doubt that Messrs. Kirk and Atkinson are in the position of vendors to the Crown; but, instead of their conveying direct to the Crown, the parties from whom they purchase do so at the request of Messrs. Kirk and Atkinson, or agree that the title shall issue to their purchaser. This is a very common arrangement, and perfectly legal. Of course it is assumed the title is correct in other respects.

I have, &c.,  
W. S. REID.

4th September, 1891.

No. 19.

The CHAIRMAN of the COMMISSION to the HON. CAPTAIN RUSSELL.

(Telegram.)

Wellington, 6th May, 1892.

HOPE you have seen from the Press that Royal Commission appointed to inquire into the circumstances attending the purchase of land at Polhill Gully for rifle-range has commenced its sittings, and that any person appearing to have any interest in, or to be specially affected by the inquiry, will be allowed to be present, in person or by proxy; but that no person will be allowed to address the Commissioners in the interest of any person or persons.

Hon. Captain Russell, Napier. A. SAUNDERS, Chairman.

No. 20.

Captain HUMFREY to the COMMISSIONERS.

GENTLEMEN,—

Hutt, 10th May, 1892.

The impression left on my mind after my interview with and the statement made by me to the Commissioners at 2 p.m. yesterday, is, that I failed to enlighten them from my point of view of the reason the sum of £3,000 for the purchase of the Polhill gully rifle-range was not placed

on the estimates for 1890–91, and, in order that the reasons may now be succinctly stated, I beg to submit the following explanation:—

When I was in the morning asked by the Chairman if I could explain why the £3,000 was not placed on the estimates, I was fairly puzzled to give a satisfactory answer, but stated that it must have been due to my action when Under-Secretary for Defence, as the period agreed upon with Messrs. Atkinson and Kirk in which the purchase was to be completed was one year; and, as the full sum would not be required, it was deemed unnecessary to load the estimates with an amount which could not be expended during the financial year.

Not being satisfied with my reply, I took the opportunity during the luncheon-hour to look up dates, and found as follows: 1st. That on the 17th September, 1890, Parliament was practically prorogued, as no business was done after that date. 2nd. That the agreement with Messrs. Atkinson and Kirk was not concluded till the 19th September, 1890, and it was therefore too late to place on the estimates for that year.

The contention of one of the Commissioners (Mr. T. K. Macdonald) that, as it was contemplated by the late Government to make the purchase, Parliament should therefore have been informed beforehand, does not appear to carry any weight with it, and, on this point, I am supported by the opinion of officers of the Government service to whom I have stated the case, as it is palpable that until terms had been finally agreed upon, the negotiations with Messrs. Atkinson and Kirk might at any moment have fallen through; and the argument of Mr. T. K. Macdonald that the contemplated purchase should have been treated in the same manner as the construction of a proposed railway, does not seem to apply, as the railway is paid for out of "loan," and the object of bringing such an expenditure before Parliament is that the sum required for the railway may be "ear-marked" for the purpose for which it was to be expended.

This rule does not apply to Consolidated Revenue in a case when negotiations have not been concluded in time to submit the expenditure to Parliament; and the usual course was in this case adopted, viz., to make any payments which might be required out of the amount allocated by Parliament for "Unauthorised expenditure," and to place the balance required to complete the purchase on the next year's estimates.

As I explained, I never was consulted by the present Defence Minister, as to the expenditure required for Defence Department for 1891–92, and had therefore no opportunity of discussing the point with him.

I presume I am in order in requesting that this explanation may be appended to the report of the Commissioners.

The Commissioners, Polhill Gully Rifle-range,  
Parliament Buildings, Wellington.

I have, &c.,  
C. A. HUMFREY.

No. 21.

Mr. A. B. FITCHETT to the CHAIRMAN of the COMMISSION.

DEAR SIR,—

Ohiro Farm, Wellington, 12th May, 1892.

My land joins the present rifle-range in Polhill Gully. Many of the bullets that are fired wide or too high come on to my land. I have picked up bullets and pieces of lead on several occasions three or four hundred yards inside my boundary. It is unsafe to drive cattle by or mend the fences anywhere near the line of fire while practice is going on. No accident has ever happened to my knowledge on my property through rifle-shooting. Firing-parties have always stopped for a few minutes, when asked to do so, to allow persons to pass. I intend shortly to make roads and cut up some of my land near the range; therefore I protest against it being permanently used for that purpose, as no person would ever think of occupying a few acres of land where they were liable to an accident at any time.

The Chairman, Polhill Gully Commission.

I am, &c.,  
ASHTON B. FITCHETT.

The following petition was presented:—

To Messrs. T. Kennedy Macdonald, Esquire, J. H. Baker, Esquire, and A. Saunders, Esquire, Commissioners appointed to inquire into the purchase of the Polhill Gully rifle-range by the Government.

THE petition of the undersigned residents of Polhill Gully and the surrounding neighbourhood humbly sheweth,—

1. That your petitioners are resident in or near Polhill Gully, in the City of Wellington.
2. That for some years past a Government rifle-butts has been placed in the Polhill Gully, within the city boundary.
3. That several accidents have occurred by reason of the said rifle-butts, and, owing to the large increase of population in the neighbourhood of the said rifle-butts, the same are very dangerous to the inhabitants.

Wherefore, your petitioners humbly pray that you will be pleased to obtain the removal from the Polhill Gully of the said rifle-butts above mentioned.

And your petitioners will ever pray, &c.

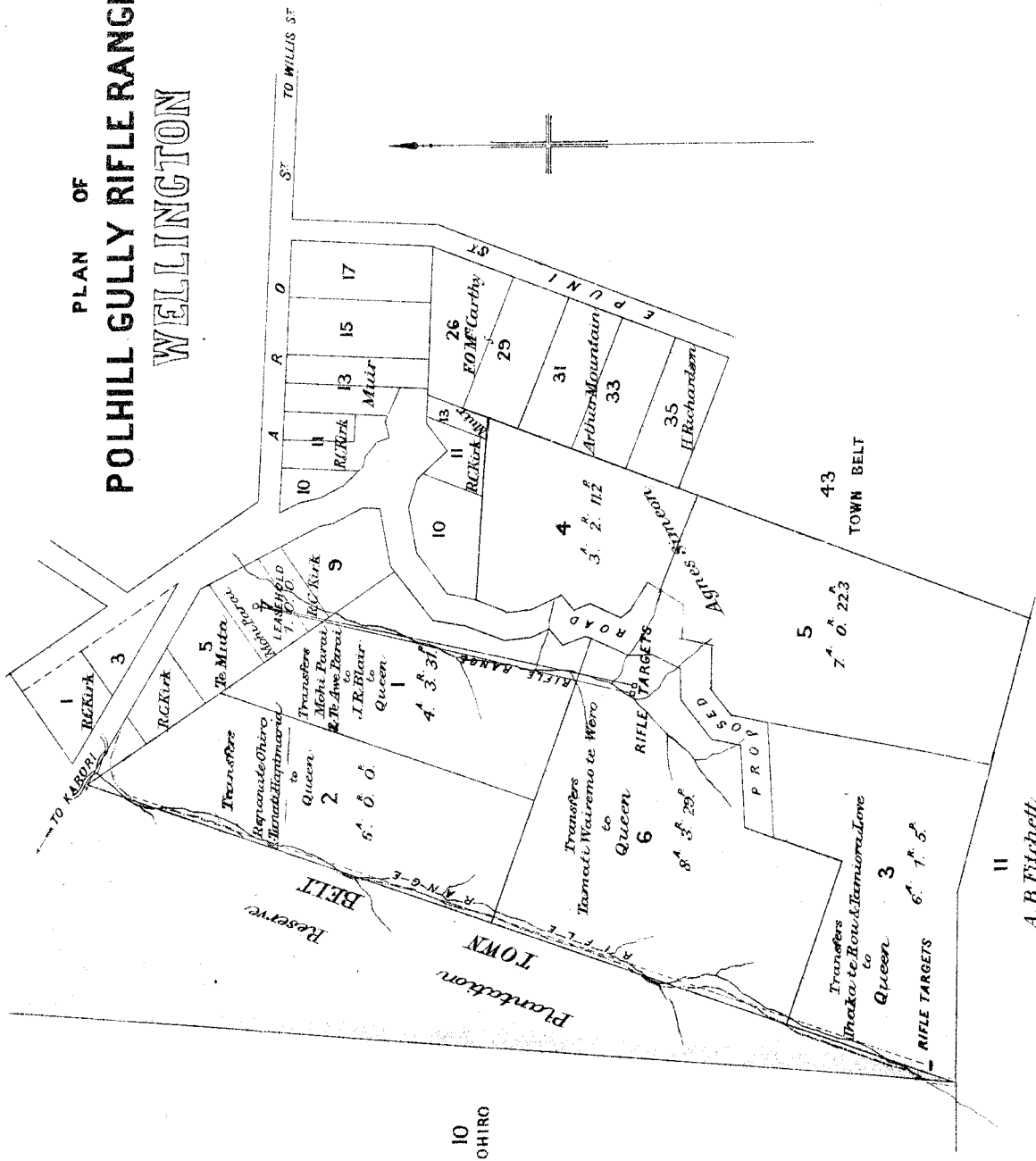
Dated this 9th day of May, 1892.

[Here follow seventy-one signatures.]

*Approximate Cost of Paper.*—Preparation, nil; printing (1,350 copies), £30.

By Authority: GEORGE DIDSBURX, Government Printer, Wellington.—1892.

# PLAN OF POLHILL GULLY RIFLE RANGES WELLINGTON



Scale of Chains

A.B. Fitchett

