

this sixth charge would not make the case against him any stronger, and it would not in any way affect his punishment. He would therefore ask to be saved the further expense and delay. He had no other reasons for objecting to its reinstatement.

The Board decided that as Mr. Willis could not show that the reinstatement of the charge to-day in any way prejudiced his case, even though the charge had been once withdrawn, it would therefore be reinstated.

Charge read.

Mr. Willis denied the charge again, and stated that he adhered to his statement that he did not make his first communication of information to Mr. Fisher until after that gentleman was elected a member of the House of Representatives.

The Board said that the onus of proof rested with the Post and Telegraph Department, and as the only available evidence was that of Mr. Fisher the following telegram would be sent to that gentleman:—

“(Urgent, O.P.S.O.)

“F. M. B. Fisher, Esq., M.H.R., Wellington.

“ARE you willing to attend Board of Inquiry into charges against certain Post Office officials on Saturday next, to give evidence at Christchurch? If so, will you appear at 11 o'clock on that morning? Please reply urgent collect. “H. S. WARDELL, Chairman.”

Mr. Joynt asked the Board to note that in his remarks he had wished to refer particularly to Mr. Willis's evidence as given on page 13 of the present report.

JOSEPH WILLIS SWORN.

(To Mr. Stringer): He adhered to the statements he had already made to the Commissioners, viz., those particularly quoted: “When Mr. Fisher brought up this matter first he only asked for information” (p. 11), and “He had not been the first to communicate this information to Mr. Fisher. Mr. Fisher had questioned him. He could not recall the first communication, but thought it was immediately after the session opened. As evidenced by his statements with regard to the date of obtaining the information, Mr. Fisher's memory was faulty” (p. 11.) His first communication to Mr. Fisher was about May of this year—shortly after Parliament opened. He could not be more precise than that. He could not say in what conversation the information was imparted as to time and place; they had so many conversations. He thought in this one they were discussing politics generally, and the conversation turned on Mr. Seddon's influence in New Zealand politics, or something of that sort. Captain Seddon's name cropped up, and the fact of his position in the public service, salary, &c., and Mr. Fisher asked witness if he were aware of any payments having been made to Captain Seddon. Witness stated he knew of one, and gave Mr. Fisher the whole circumstances connected with the payment now under review. Mr. Fisher appeared to have some information regarding this voucher. He simply asked for further information. He had left the Volunteer corps in October, 1904; Mr. Fisher left in October, 1903. This charge was based on a newspaper report of a speech made by Mr. Fisher in which he is reported to have said that witness disclosed information with reference to the payment at a time when Mr. Fisher was captain and Mr. Willis lieutenant in the Volunteers, and a case was pending in Christchurch. That could not have been so. At the time witness and Mr. Fisher were together in the Civil Service Rifles it was practically more than a year before the Seddon-Taylor case was pending. Captain Fisher was gazetted as having left the service in October, 1903, and he was out of it long before that. This satisfied witness that Mr. Fisher was in error. He could not say whether or not Mr. Fisher was very active in the Seddon-Taylor case; he heard that he had been assisting Mr. Taylor; he knew his sympathies were with Mr. Taylor. He would swear that he had no idea of assisting Mr. Taylor in this case by mentioning the matter then; he was absolutely clear on this point. Mr. Fisher frequently called in to see witness at his office—too frequently, in fact, as witness had been informed by Mr. Morris that it was advisable for Mr. Fisher not to call so often. Mr. Fisher came to see him on business, and privately. He did not think he had first communicated this information *re* the voucher to Mr. Fisher in the office. He had given Mr. Fisher no other information relating to office matters. He did not know when he quoted the number and date and amount to Mr. Fisher that it was either the Sneddon or the Seddon voucher. Mr. Fisher had given him the amount of the voucher, and he had simply supplied the other details. He did not lead Mr. Fisher to believe these details referred to the Seddon voucher. He had simply quoted Mr. Fisher details of the only voucher for £76 4s. 9d. there was during the month of June. Witness had given him the number 15819. Witness had said to Mr. Fisher, “This is probably the voucher to which you refer; can you not find further information elsewhere?” Those were the words used. Mr. Fisher stated by letter to witness (which letter witness had destroyed) that the voucher for Captain Seddon was an amount of £76, dated June. Witness looked up memo.-book, and then wrote Mr. Fisher as above. It was about six weeks before that he had told Mr. Fisher of a payment having been made to Captain Seddon. Mr. Fisher first asked for information *re* this payment. Witness gave him particulars from memory. Later on Mr. Fisher wrote to witness from Wellington, and asked for further information—about six weeks afterwards. He (witness) supplied those particulars from memory, saying that the voucher was for an amount exceeding £70, early in 1904, for reorganization of Defence Stores, and was made out in the name of Captain R. J. S. Seddon. Mr. Fisher wrote down again, and asked if there were no records in the office from which witness could get particulars. He stated then the amount was £76, payable in June. Then witness searched rough memo.-book to trace payments exceeding £70 in June. He found only one. How Mr. Fisher came to use this information in the House he did not know. When Mr. Fisher said the payment was in June, he had thought Mr. Fisher knew more than he (witness) did. Mr. Fisher was making inquiries with regard to voucher for payment to Captain Seddon. He thought the voucher quoted by Mr. Fisher was too late for the Seddon voucher, and merely gave Mr. Fisher the information