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Southern Cross Society.
Its Objects.
Address by Lady Stout
Delivered at the Inaugural Meeting of the Southern Cross Society
Wellington, August 22, 1895.
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At the Inaugural Meeting of the Southern Cross Society.

Address by Lady Stout

I have been asked to state the objects and aims of this Society. These I will first state generally. The Society has been organised for the purpose of educating women, not women of any one class or opinion, but women from all classes and of all shades of opinions, to take a wide view of the questions of the day and to do all in their power to advocate reforms that will tend to benefit women, to promote their independence and equality and make life and the conditions of living easier and better for those women who have to depend upon their own exertions for their livelihood. Such in general are our aims, but to prevent confusion I shall just say a few words in explanation of each of the objects involved in our programme:—

1. THE EDUCATION OF WOMEN IN POLITICAL AND ECONOMIC PRINCIPLES.—I am sure we all feel that we require education in politics. It is only lately that women have obtained a voice in politics, and one can scarcely expect that we can be qualified to understand the science of politics and political economy without study and thought any more than one can expect to learn a foreign language by hearing the language spoken, or learn music by listening to the organ grinder. But I have been asked: What does economics mean? Does it mean economy in house-keeping? Well, yes it does, but applied as it is in our programme it means "political economy; the science of the production, distribution and exchange of wealth," and this includes a consideration of the application of the money or wealth of a country so as to procure such a distribution as will promote the well-being and industrial efficiency of the members of the community. I think we should get a good book on political economy, read chapters on the various subjects of general interest, and then we might be able to understand the political and economical questions of the day. It is absolutely necessary that we have a firm grasp of the elements of political economy before we venture to criticise the policy of any Government, take up any line of action, or adopt any particular views. We should not condemn what we only know by hearsay to be a wrong, and it is absurd for us to declare we are for or against any policy when we are in a mist as to wherein the faults or fallacies of such a policy consist.

As to Section 2.—THE PROMOTION OF PURITY OF ADMINISTRATION BOTH OF THE GENERAL GOVERNMENT AND OF LOCAL BODIES.—To be able to give an opinion on this subject we must understand the working of institutions and we must not be too ready to jump to conclusions and find fault with any administration without good and sound reasons. Again, we should make ourselves conversant with the methods of Government, and if we find the laws have been broken by such abuses as appointment by favoritism or the dismissal of good officers in any department of general or local Government, so as to make place for friends of the powers that be, we may then be called upon as a society to make our voice heard in protest.

Clause 3.—TO INSIST UPON HIGH CHARACTER AS AN ESSENTIAL QUALIFICATION FOR ELECTION TO ANY PUBLIC POSITION.—In this clause I consider our strength and power as women will have the very best and fullest scope for action. But here again caution will be necessary. If we do not wish to brand ourselves as uncharitable or narrow-minded, we must have good and sufficient reasons for objecting before we take action. We women have, I think, in our hands the power to raise the standard of uprightness and purity of character in men. If we could devise any method by which we could make our influence felt in this direction we should be able to strike out the second clause of our programme as accomplished. Once we succeed in securing men of high character and purity of life to all our public positions, we need have no fear that the administration of Government will be disgraced by any abuses. We of course can make a move in attaining the end which we desire, when the occasion arises, by urging the rejection of anyone whom we know to be unworthy, and, when we have the power, by choosing the best candidate. In that way and that way alone, I think we will improve the tone of public life, and men who are not able to bear the light upon their characters or actions will soon find it wiser to retire. We must make it known that no matter how clever a man may be we shall not accept him as the Women's candidate, unless his private and public reputation is such as to command respect and reflect credit

upon his supporters.

Clause 4.—TO SECURE FOR WOMEN EQUAL REMUNERATION WITH MEN FOR EQUAL WORK.—This clause I fear will be the source of a good deal of trouble to us. Many friends disagree with this, insisting that it is better for women that men should command higher pay, that it would be to the disadvantage of women if employers had to pay as high for their work as for the work of men, and that many employments now open to men and women would at once be closed to the latter if they demanded equal wages. I think we must make ourselves conversant with the opinions of leading men of the day upon this point. For my own part I consider this clause would be beneficial to women as it would tend to show how far and in what directions women are competent to compete with men. Where women succeed in doing the work equally well, and only if they do so, they are by right entitled to equal pay, and where women are found unequal to cope with men it is better that they should fall out of competition, and take up another line of work in which they would be more successful.

Clause 5.—TO ADVOCATE THE IMPROVEMENT OF LAWS PARTICULARLY RELATING TO WOMEN.—This clause relates to such laws as the divorce law, laws pertaining to the rights of mothers over their children, to the rights of property and social conditions. I think we will all agree that in making men stand upon an equality with women in the divorce law we are only insisting upon justice and right in this matter; and in all social matters it is necessary for the protection of the weaker to put more rigid restrictions upon the stronger. We should study the laws that are brought before Parliament and make our influence felt in promoting justice and the cause of purity and right in our land. I think there is no need to take up the line that all women are angels and all men brutes, when we advocate our right to insist that men shall be judged by the same standard of purity as women, and that what is sin in a woman is equally sinful and reprehensible in a man, and must involve the same punishment. We have too long excused the stronger sex, and blamed and punished the weaker, when we all know that, if the stronger were subject to equal punishment, it would act as a lever to keep them in the right path.

No 6. Clause.—TO OBTAIN THE EXTENSION TO WOMEN OF THE RIGHT TO UNDERTAKE SUCH PUBLIC DUTIES AS THE SOCIETY MAY CONSIDER SUITABLE AND BECOMING TO WOMEN.—This clause I find has been the cause of much misapprehension, and many friends have thought we intended to support women as candidates for Parliamentary honors. I may as well emphasize the fact that not one of the originators of this movement is in favor of the candidature of women for seats in Parliament. We all agree that women require some years of education in politics before it would be becoming for them to come forward as politicians. Certainly I think if women were equally well qualified with men they have a perfect right to stand if they wish to do so and I consider it absurd to say women should not stand for Parliament because they should look after their homes and families, and it is not suitable for women to sit in the House and go home at all hours. I think any woman who was qualified to sit in the House, would be very well able to take care of herself and go home without any fear at any time. Do not professional nurses go through the streets at all hours to attend their patients? I never heard of one being molested in any way. Do not brave, noble women belonging to sisterhoods go everywhere quite safely, and are they not treated with respect, and honored by all men with whom they come in contact? We all know that strength is not and has never been our weapon. True virtue needs no bolts and bars. No one would expect girls of eighteen to stand for Parliament. Men never aspire to a seat till they have come to years of discretion. Neither will women. It is very well for women with homes and children to object to women in the House. There are hundreds of women who can never have husbands and children to look after, whose energies might be devoted to helping on the cause of right, justice and good government instead of spending their lives in utter uselessness and becoming a prey to nervous diseases for the want of some object in life. Women need never fear that unsuitable women will come forward, and I don't think we need trouble about objecting to women standing for Parliament till they wish to do so; and when the time comes for a woman to undertake the responsibilities and she has the necessary ability, I hope we will not be narrow-minded enough to reject a woman who is qualified for a man who is not suitable. Our object is to have women on Hospital Boards, Education Boards, School Committees, Charitable Aid Boards and any other position for which women are equally suitable with men. I think we need to go slowly and find really suitable women as candidates, women without domestic responsibilities, who have time and ability to attend to the duties required. It is difficult to get women to come forward, but there must be many who would willingly have some real object in life; and we must try and instil into the minds of such the hope of doing good, and enthusiasm for the good work.

No 7.—TO IMPROVE THE ADMINISTRATION OF CHARITABLE AID.—This is or has been our stumbling block. We do not intend or wish to organise any form of charitable aid. We consider there are too many societies dispensing charity. All seems to be in confusion. People who are unworthy in many cases receive assistance, and those who are in want are not even known. Our idea is that there should be something done to prevent the constant overlapping of charitable aid societies, and ensure the deserving poor receiving necessary help without the publicity that is humiliating to them. If a central board with district boards and visiting

committees was organised all cases would be properly investigated and no one in need would be over-looked. Of course we would wish women to be district visitors, and members of the different boards. Waste would be done away with to a great extent and unauthorised collectors and distributors would not be required. It would be much easier to raise voluntary subscriptions if the donors were certain that their gifts would be expended for the benefit of the worthy and deserving. Our idea is to endeavor to have a scheme of this sort tried in Wellington but not to collect or distribute as a society. We shall wish to have a voice in the election of visitors and members of the Board.

No 8.—TO PROMOTE TEMPERANCE.—To insist upon the licensing laws being rigidly carried out, and the members of the licensing committees being of a reliable character. I don't know whether the members agree with me, but I certainly think that one of the most vital causes of intemperance, amongst our growing youths, is the employment of barmaids. I think it should be against the law for women to dispense drink. Many young men just go to the bar for the sake of a chat with a pretty girl and don't like to come away without taking something. They would never dream of going into a bar if a man was serving. We, as women, can discourage the habit of drinking intoxicants by girls and men, by quiet example, and perhaps do much that will tend to help our cause in the end. Individually, I should like to see the sale of drink prohibited, but whatever our views on this subject may be we can have no difficulty in agreeing to support any proper means for the advancement of temperance reform. Unfortunately, temperance is through hereditary, mental and physical weakness, utterly impossible to many. Those we can do our utmost to persuade to adopt total abstinence and make the laws such that it is a crime to give drink to men and women who are thus made unaccountable for their actions and a menace to their fellows.

Clause 9.—To Afford Facilities for Meetings for the Study and Discussion, of Social Political, Economical, Educational and Literary Subjects, and Generally to Carry on Suce Useful Work as the Society May Consider Suitable.—I think this clause explains itself, and I shall just say a few words in conclusion. We do not wish to be considered a society for the suppression of mankind. We only desire that the women of the colony should have equal rights with men, and not be debarred by law or prejudice from living the fullest and free life that they may be qualified by education to live. Women need not be compelled to exist on the charity of brothers and relations, if they can earn their own living and make such wages as are necessary to comfortable existence. Women wish to take part in the life and work of the Colony. I don't think there is any need to fear that women will allow public functions to interfere with the discharge of their home duties.

We shall be most happy to elect gentlemen as honorary members and accept 5s as a fee from those who wish to join us. Money will be required for our room etc., and women like we will permit men to assist us in providing the necessary funds. We shall also be most happy if any of our gentlemen friends will address us from time to time, and let us benefit by their greater experience and wisdom. We are only beginning to use our wings and must sometimes rest upon branches of the tree of knowledge and experience that has taken centuries to come to maturity, or we may get some bruises that will take some time to heal. We shall insist upon our right of equality, not forgetting that in unity of thought, hope and aim our strength lies. We hope that by obtaining equal rights, we shall instead of making life harder for men, make it much better, and that they will see that the recognition of our mental equality, will tend to make those who are destined to become wives and mothers more pleasant and agreeable companions. Homes will be more happy when the wife is able and willing to take part and advise her husband in every department of his work and share his aspirations as well as his daily cares and sorrows.

"And so these twain, upon the skirts of Time,
Sit side by side, full summ'd in all their powers,
Dispensing harvest, sowing the To-be,
Self-reverent each and reverencing each
Distinct in individualities
But like each other ev'n as those who love."

vignette

Front Cover

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BATH HOUSES, TE AROHA.

Photo by W. Buyne, Hamilton.

TE AROHA HOT SPRINGS DOMAIN.

Photo by W. Bayne, Hamilton

Introduction.

Introduction

Owing to the rapid advancement of Te Aroha, which has now attained a place in the front rank among the health resorts of Australasia, and the frequent appeals made upon the Domain Board for reliable information *re* the mineral baths and their curative properties, it has been decided to issue this small treatise, so that persons throughout the various Australian colonies and even in places beyond may be made more fully acquainted with Te Aroha and its surroundings, the advantages it offers as a health resort, and the accommodation it provides for invalids and tourists. During the last few years Te Aroha Sanatorium has become famous, owing to the many permanent cures which have been effected by the use of its life-giving waters. Such diseases as, Chronic Rheumatism, Lumbago, Sciatica, Derangements of the Liver and Kidneys, and other kindred complaints, have been proved to quickly yield to the health reviving virtues of the Thermal Springs. This fact is borne out by the testimony of hundreds of invalids who have visited the baths, and after a brief sojourn have returned to their homes restored to perfect health. We commend the claims of Te Aroha to all who need the stimulating influences to be obtained by the use of its waters.

Charles F. Spooner, EDITOR, TE AROHA NEWS.

Te Aroha,

New Zealand,

October, 1895.

Te Aroha, New Zealand.

Te Aroha, New Zealand

Few places of public resort in the Southern Hemisphere have sprung into favour and importance so quickly as Te Aroha. Its fame is now well-known throughout New Zealand, and is fast extending to the sister colonies. In the near future Te Aroha is destined to become *par excellence*, the sanatorium of the Southern Hemisphere. Te Aroha is within easy distance of Auckland, being only 115 miles by rail, the express train going right through so that invalids are not troubled by having to change carriages or trains during any part of the journey.

It will be seen by reference to the map showing the various routes to Te Aroha, that the railway traverses the broad acres of the Waikato plains, and for some miles skirts along the banks of the majestic Waikato river, with its broad silvery waters bounded by native bush of everchanging tints, which at every turn of the line brings some pleasant picture of surprising grandeur to the astonished gaze of the tourist. The train stops at Mercer for 20 minutes to allow travellers time for dinner, and excellent accommodation is to be found at the Railway Refreshment Rooms. At Franklin Junction the train again stops for ten minutes to allow travellers an opportunity of further re-freshment. Te Aroha is reached about 4.15, which gives ample time to enjoy a refreshing bath before dressing for dinner.

The other route shown upon our map, and which is much appreciated by many, is by steamer and coach, via Thames. The Northern Co.'s steamers leave Auckland for Thames daily, fare 7s 6d. The Thames, of itself, offers some attractions to the average globe trotter, it being one of the richest gold mining centres of the colonies. Those interested in that industry would do well to pay the Thames a visit. The principal hotel is the Pacific, which is one of the best appointed houses in the Province, Host Woodward has recently assumed the management and has done much to popularize the hotel, which contains spacious bedrooms, large dining hall, and every adjunct to a first-class hotel. Messrs Rickett and Co. run a daily coach from the Thames to Paeroa connecting with Gallagher's coaches for Te Aroha. Paeroa is the distributing centre of the well-known Ohinemuri goldfields, and is a hive of industry. The mountain scenery of the Rotokuhu Gorge, through which the coach road to Te Aroha passes, is well worth a visit. The hills being covered with dense virgin forest through which a dashing mountain stream winds its way towards the plains beyond. The coach drivers employed on this road are all experienced men, so that the scenery can be enjoyed by the most timid without fear of danger. After descending the Gorge it is a pleasant run along the foot of the mountain range into Te Aroha, which is reached about 3.30 p.m. The entire journey being completed in 6 hours, including stoppages.

Single fare, 12s; return, £1.

The Hot Springs are situated in the centre of the township, which nestles at the foot of the majestic Mount Aroha, which is 3160ft. in altitude, and is the most prominent peak in the magnificent range which stretches from Cape Colville to the Hora Hora, and is clad with verdure of the deep impenetrable primeval forest. From the summit of the mountain, which is easy of access to pedestrians with ordinary powers, winding pathways having been made to the trig-station at the top, the grandest, most romantic, and extensive views to be found in the province are obtainable, embracing the East Coast, ocean, and surrounding district for a hundred miles and more; and for those whose powers of endurance are not equal to the ascent, there is ample scope on the vast plains below for taking pleasant and invigorating exercise, pedestrian and equestrian. The Domain grounds were planted and terraced with grass and winding walks, reaching up into the bosky deeps of the native forest, where is to be found the wildest ordered profusion of New Zealand fern, flora, creepers, climbers, shrubs, and palms. Even in winter time the wide spreading grounds of the Sanatorium give delightful places to walk and loiter in. but in the summer the great leafy wreath of the exotic deciduous trees make deep green shadows everywhere, lit up with flashes of tall pampas, so that nature seems here to be holding perpetual *fete*. On such summer days, feeling the breath of cooling zephyrs, the domain is a place in which one may lay down all the burdens of the hard present, revel in all that is pleasant of the past, and realise all the impossible hopes of the future.

Last season the Domain Board added a Swimming Bath to the attractions of the Sanatorium. This provides pleasurable exercise for the stronger portion of visitors, and is much enjoyed by them. The Te Aroha Brass Band discourses sweet music in the Domain grounds at regular intervals throughout the Season.

As funds will allow the Domain Board propose carrying out many schemes for the improvement of the place and the attraction of visitors. A bridle track to the top of the mountain is contemplated, by which the most delicate could enjoy an easy ride through sylvan glades to the trig station. It is also intended to have a dynamo machine to be driven by water power from the hills for the purpose of lighting the grounds and bath houses by electricity. The Wairakau Lake and the "Wairere Falls, when made approachable, 'will prove a source of pleasure to many sightseers.

.... Hotels

There are no less than three first-class hotels in the main street, which are capable of accommodating at least 200 people. The first one, coming from the Railway Station, is the Palace Hotel, under the management of Mr S. T. Smardon; further on are the Hot Springs Hotel, kept by Mr W. H. Knock, and nearly opposite, facing the entrance to the baths, is the Club Hotel, of which Mr A. Schultze is the proprietor. There is another hotel, the Family Hotel, kept by Mr O'Magher, in Rolleston Street, close to the river. These hotels are not only a credit to Te Aroha, but cannot be surpassed for comfort and convenience by any in the colony.

....Boarding-Houses....

In addition to these, there are four boarding-houses, which are well kept, and largely patronised by ladies and families visiting the Springs, every attention being given in each to the requirements and comfort of persons in delicate health. They are kept by Mr M. Hotchin, Mr C. Johnson, Mrs Blencowe and Mrs Kenny, and the terms are very moderate.

....The River....

The beautiful Waihou river, with its clear flowing waters, is of itself a popular attraction to Te Aroha, its banks are lined with graceful overhanging willows, and native flax and bush, which adds charm and excellence to the landscape. It is much enjoyed by the youthful swimmer and also by the soft-hearted lover, who delights to loiter in the 'shady bowers of the over hanging trees. Boats of every description are on hire at the boat-house. An interesting view of the river appears on the opposite page. An excellent picture of the coach road (in course of construction) connecting Te Aroha with the sea coast, appears in another part of this Guide.

Waihou River Near Te Aroha.

Analysis of the Te Aroha Hot Springs.

Analysis of the Te Aroha Hot Springs

Te Aroha (PROV. AUCKLAND), NEW ZEALAND, 350ft. above sea level, 115 miles by rail (special railway carriages are provided for invalids) S.E from Auckland, and 36 miles by steamer or coach from Thames, a gold mining township on the Thames river, at the base of Mt. Te Aroha. The climate is equable, dry and salubrious. The scenery is exceedingly interesting. Post and Telegraph Office, Library and Reading Room, Domain (40 acres) with Pleasure Grounds and Tennis Court. There are a number of springs situated in the centre of the township, 18 in all, of which 15 are hot or tepid, also 6 bath-houses, all of which are most comfortably fitted up, and leave nothing to be desired as regards privacy or cleanliness; also a large building containing private single baths and a summer house with fountain, providing the mineral water for internal use. These baths are open from 0.30 a.m to 10 p.m. The waters, which are used both externally and internally, are, with the exception of the sulphur spring (No. 16) saline and feebly alkaline, and strongly charged with carbonic acid gas, which is constantly escaping from the springs in large quantities, rendering them effervescent and pleasant. These springs are very similar to those of Vichy (France), Ems (Germany), and Bilin (near Teplitz, Bohemia), and are stated to possess curative properties of a most extraordinary character.

The following Analysis of the various Springs has been made by Sir James Hector, Government Meteorologist:—

BATH NO. 1 (9ft 10in x ft) is very much used, and is set apart for females, the water is clear and colourless. Analysis (in grains per gallon): Bicarbonate of Soda 461.56, Chloride of Sodium 60.25, Chloride of Potassium 1.72, Sulphate of Soda 88.32, Carbonate of Lime 1077, Carbonate of Magnesia 6.86, Silica 7.56, Alumina and Iron Oxide traces—or a total of 585.99 grs. of mineral matters in one gallon. Temperature, 102. fah.

BATH NO. 2, 9ft x 7ft 3in (is famous for relieving persons suffering from rheumatism; a large building containing 2 bath, rooms, with waiting and dressing rooms attached. Analysis (in grains per gallon): Bicarbonate of Soda 426.29, Chloride of Sodium 60.45, Chloride of Potassium 1.90, Sulphate of Soda 32.67, Carbonate of Lime 7.12, Carbonate of Magnesia 4.21, Silica 7.12, Alumina and Iron Oxide traces—or a total of 539.76 grs of mineral matters in one gallon. Temperature: 112. fah.

BATH NO. 3 is a reservoir of hot, clear and colourless water, which supplies 8 private single baths in a building 200ft distant from it; this reservoir contains altogether about 15,000 gallons of water. Analysis (in grains per gallon): Bicarbonate of Soda 429.19, Chloride of Sodium 60.51, Sulphate of Soda 32.82, Carbonate of Lime 7.24, Carbonate of Magnesia 4.20, Silica 7.21, Alumina, Iron Oxide and Potassium traces—or a total of 541.17 grs of mineral matters in one gallon. Temperature: From 90. to 112. fah.

BATH NO. 4 (11ft 9in, x 9ft 9in) is largely used, and has a building erected over the spring; the water is of a pale yellow colour. Analysis (in grains per gallon): Bicarbonate of Soda 246.49, Chloride of Sodium 34.24, Sulphate of Soda 19.16, Carbonate of Lime 4.62. Carbonate of Magnesia 2.14, Silica 5.17, also traces of Alumina, Iron Oxide and Potassium, or a total of 311.82 grs of mineral matters in one gallon. Temperature, 92. fah.

BATH NO, 5 (11ft.x 9ft) is largely used, and has a building erected over the spring, the water of which is clear and colourless. Analysis (in grains per gallon): Bicarbonate of Soda 476.58, Chloride of Sodium 68.7, Sulphate of Soda 36.92, Carbonate of Lime 6.91, Carbonate of Magnesia 3.15, Silica 6.10, also traces of Alumina, Iron Oxide and Potassium,—total 398.43 grs of mineral matters in one gallon. Temperature 100. fah.

BATH NO 6 (11ft 2in x9ft) is largely used, and has a good building erected over the spring, the water of which is clear and colourless. Analysis (in grains per gallon): Bicarbonate of Soda 499.75, Chloride of Sodium 66.23. Sulphate of Soda 35.14, Carbonate of Lime 7.12, Carbonate of Magnesia 2.99, Silica 7.14, also traces of Alumina, Iron Oxide and Potassium, total 618.37 grs of mineral matters in one gallon. Temperature: 104. fah.

SPRING NO. 7 is tepid and not much used. Analysis (in grains per gallon): Bicarbonate of Soda 444.20, Chloride of Sodium 67.13, Sulphate of Soda 34.04, Carbonate of Lime 7.46, Carbonate of Magnesia 4.34, Silica 7.01, also traces of Alumina, Iron Oxide and Potassium, total 564.18 grs of mineral matters in one gallon. Temperature: 86. f.

SPRING NO. 8 is known as the drinking fountain, the water, which is clear and colourless, is freely used by all those suffering from dyspepsia, &c., and affords great relief to many. The fountain is built over the spring, so that the water may be drawn from a tap. Analysis (in grains per gallon): Bicarbonate of Soda 451.97, Chloride of Sodium 66.14, Chloride of Potassium 1.96, Sulphate of Soda 32.91, Carbonate of Lime 7.47, Carbonate of Magnesia 4.21, Silica 8.60 also traces of Alumina and Iron Oxide, total 573.26 grs of mineral matters in one gallon. Temperature: 109. fah.

SPRING NO 9. Analysis (in grains per gallon): Bicarbonate of Soda 301.17, Chloride of Sodium 41.29, Sulphate of Soda 22.16, Carbonate of Lime 4.95, Carbonate of Magnesia 2.61, Silica 6.44, also traces of Alumina and Iron Oxide, total 378.61 grs of mineral matters in one gallon. Temperature: 112. fah.

SPRING NO 10. Analysis (in grains per gallon): Bicarbonate of Soda 276.19, Chloride of Sodium 35.24, Sulphate of Soda 19.19, Carbonate of Lime 4.67, Carbonate of Magnesia 2.31, Silica 6., also traces of Alumina and Iron Oxide, total 343.60 grs of mineral matter in one gallon. Temperature: 96. fah.

SPRING NO 11. Analysis (in grains per gallon): Bicarbonate of Soda 261.44, Chloride of Sodium 34.69, Sulphate of Soda 201.2, Carbonate of Lime 5.11, Carbonate of Magnesia 2.56, Silica 6.11, also traces of Alumina and Iron Oxide, total 330.03 grs. of mineral matter in one gallon. Temperature: 88. fah.

SPRING NO. 12. Analysis (in grains per gallon): Bicarbonate of Soda 300.97 Chloride of Sodium 41.66, Sulphate of Soda 22.96, Carbonate of Lime 51.2, Carbonate of Magnesia 2.99, Silica 7.11, also traces of Alumina and Iron Oxide, total 380.81 grs of mineral matters in one gallon. Temperature: 88. fah.

SPRING NO. 13, the water of which has a pale yellow colour, is run into No. 5 Bath. Analysis (in grains per gallon): Bicarbonate of Soda 301.64, Chloride of Sodium 40.65, Sulphate of Soda 21.86, Carbonate of Lime 6.11, Carbonate of Magnesia 3.13, Silica 6.86, also traces of Alumina and Iron Oxide, total 380.27 grs of mineral matters in one gallon. Temperature: 120. fah

SPRING NO 14, the water of which has a pale yellow colour, is run into the reservoir (No 3), Analysis (in grains per gallon): Bicarbonate of Soda 321.64, Chloride of Sodium 42.61, Sulphate of Soda 23.16, Carbonate of Lime 7.14, Carbonate of Magnesia 3.49, Silica 6.66 also traces of Alumina and Iron Oxide, total 404.70 grs of mineral matters in one gallon. Temperature: 122. fah.

SPRING NO 15, known as the "Onslow Spring," the water of which is clear and colourless, and largely used for drinking. Analysis, in grains per gallon: Bicarbonate of Soda 331.76. Chloride of Sodium 43.11, Sulphate of Soda 22.16, Carbonate of Lime 6.91, Carbonate of Magnesia 3.61, Silica 7.05, also traces of Alumina and Iron Oxide, total 414.60 grs of mineral matters in one gallon. Temperature: 139. fah.

SPRING NO 16, known as the "Sulphur Spring," is a cold spring of an acidic and hepatic character. Sulphur is found in small quantities in the surrounding clay, and strong sulphuretted hydrogen gas is emitted. A building, 24ft x 16ft, containing 2 bath-rooms, has been erected over this spring, and is now known as No 7 Building. The spring is largely used, and is of great benefit in cases of cutaneous diseases. Analysis, in grains per gallon: Sulphate of Soda 1.82, Sulphate of Lime 0.61, Sulphate of Magnesia 0.36, Sulphate of Alumina and Iron Oxides 0.20, Silica 7.04, Hydrochloric Acid, free, 1.11, Sulphuric Acid 0.21, total 11.35 grs of mineral matters in one gallon

SPRING NO 17 is a cold spring. The water, which is used for bathing the eyes, is rather turbid, owing to the presence of precipitated sulphur. Analysis, in grains per gallon: Bicarbonate of Soda 9.36, Chloride of Sodium 2.71, Sulphate of Soda 3.92, Carbonate of Lime 0.64, Carbonate of Magnesia 0.27, Silica 4.21, total 21.11 grs of mineral matters in one gallon. Also 1.4 of Sulphuretted Hydrogen.

SPRING NO 18 is a cold soda water spring, clear and colourless. Analysis, in grains per gallon: Bicarbonate of Soda 131.72, Chloride of Sodium 16.12, Sulphate of Soda 8.16, Carbonate of Lime 1.97, Carbonate of Magnesia 1.101, Silica 13.14, also traces of Alumina and Iron Oxide, total 172.12 grs of mineral matters in one gallon.

SPECIAL INDICATIONS: Efficacious in Gouty and Rheumatic Affections, Chronic Dyspepsia, Disorders of the Urinary Organs, Cutaneous Diseases, Splenic and Hepatic Disorders, Diseases due to excess of Acidity, Neuralgia, Sciatica, etc.

From Auckland to Te Aroha by rail and steamer

Map showing routes from Auckland to Te Aroha

Hot Springs Domain Board.

Hot Springs Domain Board

THE Hot Springs Domain Board as at present constituted consists of the following members:—Messrs T. Gavin (chairman), T. Bradley, E. Gallagher, W. Hetherington, and M. Hotchin. Clerk, Mr P. Snewin. The Board meetings are held monthly on the 1st Saturday in each month in the Board room of the Domain.

Recreations and Amusements.

PUBLIC LIBRARY AND READING-ROOM, DOMAIN BUILDINGS:—Invalids and other visitors will find in our Public Library and Reading-room the means of passing pleasant hours, and of keeping themselves posted up in the current news of the day. The library is well stocked with books, the supply of which is continually being augmented; the reading room is free, and is furnished with the chief Home and Colonial newspapers and periodicals. It is open from 8 a.m. to 9 p.m. Books are procurable from the Custodian, who attends daily. Subscriptions to the library for visitors, Is per month.

THE TENNIS COURT is in the Domain grounds, and consists of two courts. Visitors can be supplied with nets, rackets, and balls, for the small charge of Is per week, or 2s 6d for two weeks or more.

BOATING.—The Waihou river, which runs through Te Aroha, affords those fond of boating an opportunity

of enjoying themselves to the full. A large number of skiffs and boats are on hire at Air Everett's boathouse, near the bridge.

BILLIARD BOOMS.—Are at the Palace, Hot Springs, and Club Hotels, they are furnished with excellent Tables and well appointed.

RIDING AND DIVING.—The mountain scenery near Te Aroha offers great attractions to those fond of the equestrian art. The two livery stables in the township are kept by Mr E. Gallagher and Smardon Bros., where saddle horses, buggies, etc., are to be had on hire at reasonable charges.

PICNICS.—The numerous gullies and ravines, which abound in the neighbourhood, offer facilities close at hand for the enjoyment of Picnic and Gipsy Parties in the bush.

Testimonials

As to the Value of the Baths.

(Selected from among hundreds of others.)

Testimonials

J. P. HICKEY, Whitford, writes:—"Derived great benefit from Nos. 2 and 3 Baths, before I left I jumped 4ft. 3in. long jump. Could not jump 6in when I came here."

E. J. CARE, Auckland, writes:—"Cured of rheumatism and indigestion in 4 weeks at Te Aroha. I was 3 weeks at Rotorua, but received no benefit."

A. H. NELSON, M.L.C., Queensland. March, 1891.—"Enjoyed a week at these Baths. Found great benefit to liver and kidneys; especially for the drinking of the water in the Kiosk."

A. M. DONALD, Auckland.—"Very severe case of acute rheumatism could not walk without crutches, and legs much swollen. Complete cure in three weeks by use of No. 2 Bath."

I. HUNTER, Melbourne.—"Came to Te Aroha broken in health and spirits, and am leaving well and happy."

P. F. BRUEN, M.D., Westport.—"Arrived at Te Aroha in a very feeble state; general debility and muscular rheumatism of the worst type. I leave very greatly improved in every respect."

REV. JAS. CAMERON, Sydney.—"I have now been one month at Te Aroha. I have bathed morning and evening, and drunk three or four jugs of water daily. During the first week a long standing cough and pain in the chest, both the result of an attack of pleurisy, entirely left me. Before coming here my stomach and liver were much deranged, digestion bad, and appetite very poor. I now eat largely, regularly, and with relish, and am now fully recovered from all my ailments."

MALCOLM M. IRVING, Newcastle, N.S.W.—"These baths are as good as any of a similar chemical nature in Europe, and only require to be known to become frequented by residents in Australia and travellers from Europe. The hotels are superior in every way to any in N.S.W., and charges very moderate."

The Mountain of Te Aroha

The Mountain of Te Aroha

THOU are a triumph of God, oh ! glorious mountain of Aroha,
Rearing thy tree clad heights right up to the floors of heaven,
Holding the sunlight of years on thy broad shoulders, reflecting
The grace of eternal youth, and the elixir powers of water,
For sunlight and shade, moisture and rains conspiring make there forever great a statue of nature worthy,
A place in God's paradise, thou peer of all things supernal,
And mid the pampas plumes, which low at thy feet adoring,
Wave forth thy praise, and of the Divine Creator,
Who hath made all things well, mountains, and trees, and grasses.
Birds of the air which flit, in all their area Man naiveness,
Waters which leap and glide, over the stones and mosses
Rushing to charge the plains with life for the coming harvest.

I join the chorus resonant, swung by the winds, and the rustling
 Of twice ten thousand boughs rivalling the sound of great waters,
 As when the curling surf, pours out its mighty oblations.
 Brought from a thousand leagues of sea, which forever
 Leaps, and in vain, strives to kiss the feet of the highest,
 Who, in His love for man, hath made all things for his vantage,
 Leading our thoughts by what is, to that which lieth beyond us,
 Teaching that beauty in nature and all its wondrous completeness,
 Is—as we should be—a type of the power and the glory,
 Grace and perfection divine—which rules in the being of Godhead.
 That he would call us forth from out of the shade and the glamour,
 And by the gladness of nature around us loud voicing.
 The will of God—the bugle cry of the ages
 May ring in the souls of men; excelsior now and forever.
 Then like thy mountain peak, Oh, Aroha; lofty and lovely.
 Clad with an ever freshness of life, to sing His praise and enjoy Him,
 We shall be great and true, to bow at His feet and adore Him.

J. W. MAY.

TE AROHA-TAURANGA ROAD

ADVERTISEMENTS. SPECIAL NOTICE TO TOURISTS AND THE TRAVELLING PUBLIC. RICKIT & CO'S Royal Mail Line of Coaches Leaves the Royal & Pacific Hotel, Thames, For PAEROA DAILY, connecting with CAMPBELL'S Karanga-hake, Owharoa, Waitekauri, Waihi, and Tauranga Coach, and GALLAGHER'S Te Aroha and Morrinsville Coach. -TIME TABLE— LEAVES Thames every morning at 8 a.m. Hikutaia 10 a.m. ARRIVE Paeroa 11.30 a.m. —FOR THAMES- LEAVES Paeroa daily at 1 p.m. Hikutaia 2.30 p.m. ARRIVE Thames 4.30 p.m. Bnggies & Saddle horses for hire at Reasonable Rates. Can be left at ary of the above Co.'s Stables. Auckland Booking Agents; Thos COOK & SON, Victoria Arcade.

ADVERTISEMENTS. —T H I S— FIRST-CLASS HOTEL IS THE MOST COMFORTABLE HOUSE FOR FAMILIES & TRAVELLERS. CLUB HOTEL, TE AROHA. (DIRECTLY OPPOSITE HOT SPRINGS DOMAIN). SPACIOUS BALCONIES. WITH MAGNIFICENT VIEWS. TERMS MODERATE. Table unsurpassed in the Colony. A. SCHULTZE, Proprietor.

ADVERTISEMENTS. HETHERINGTON & CO., TE AROHA, Drapers and General Importers of Drapery, Millinery Clothing and Furnishings. ALSO LADIES', GENTS', AND CHILDREN'S BOOTS & SHOES, Of superior quality., English, German, and Continental Goods, light and easy for wear. The largest and best assortment in town to select from. (Best quality and low prices). Visitors from the country should see and purchase Hetherington and Co.'s BOOTS & SHOES. THOUSANDS OF PAIRS TO SELECT FROM. The Central Family Boot & Shoe, Drapery, Clothing, Millinery, Furnishing Warehouse WHITAKER STREET. TE AROHA.

ADVERTISEMENTS. —TE AROHA— Drapery, Millinery, & Bool WAREHOUSE. Tourists and Visitors to the Hot Springs can get anything that they may require in Drapery. Ladies' Underclothing, Gentlemen's Mercery, Clothing, Boots. Shoes, or Slippers at the above Warehouse. First-Class Stock Kept AND ALL GOODS SOLD AT THE LOWEST Aackland Prices. An Experienced Milliner kept on the premises. A. W. EDWARDS, Whitaker-street, Te Aroha.

ADVERTISEMENTS. F. PAVITT, C.E. Authorised, Licensed and Mining Surbegor ARCHITECT, Te Aroha. Office: Boundary Street.

D. HAY & SON, Mont pellier Nursery, Auckland, New Zealand. [Established 1855.] THE LEADING NURSERY IN NEW ZEALAND. IMPORTERS and Distributors of New and Rare Fruits of all kinds; notably 'Burbank' Plum; 'Fertility' Pear; 'White Adriadie' Fig; 'Sharpless' Strawberry, etc., etc. Illustrated Descriptive, Priced Catalogue containing full and detailed descriptions of all lines Post Free on application. Correspondence Solicited. POSTAL ADDRESS— D. HAY & SON, AUCKLAND, N.Z. TELEPHONE 761.

Te Aroha & Ohinemuri News. AND UPPER THAMES ADVOCATE PUBLISHED EVERY WEDNESDAY & SATURDAY. The Leading Bi-weekly Journal of the Auckland Province. The Best

Advertising Medium in the District. CHAS. F. SPOONER Manages.

ADVERTISEMENTS. Gallagher's ROYAL MAIL COACHES DAILY Service between TE AROHA & PAEROA, connecting with Ricketts' Royal Mail Service from Thames to Paeroa, also Campbell's Royal Mail Line from Paeroa to Waihi and Tauranga. The Coaches leave Te Aroha for Paeroa daily at 9 a.m. THROUGH FARES TO THAMES:— SINGLE 12 Shillings RETURN 20 Shillings E. GALLAGHER having purchased Bradley and Co.'s Coaching plant at Te Aroha, is now in a position to accommodate the Travelling Public in all its requirements; and the Public can rely on good steady and sober Drivers, and courteous treatment. All kinds of Vehicles and good Saddle Horses on hire Charges Moderate. On Mondays, Wednesdays and Fridays a coach will leave Te Aroha for Morrinsville at 10.45 a.m, connecting with Rotorua train to Auckland; and on Tuesdays, Thursdays and Saturdays will leave Te Aroha at 6 15 a.m, connecting with Auckland train at Morrinsville FOR HIRE- CARRIAGES, WAGGONETTES, Open & Hooded BUGGIES, SADDLE HORSES & INVALID CHAIRS. TOURISTS DRIVEN TO ALL PARTS. BY EXPERIENCED DRIVERS. E, GALLAGHER,

ADVERTISEMENTS. PETER GILCHRIST, SOLICITOR, TE AROHA. OFFICE—Town Hall Building TE AROHA. MRS BLENCOWE Proprietress. CONFECTIONERY, SUMMER DRINKS, Etc. Select accommodation for a few boarders. The comforts of a home with every attention for invalids. TERMS MODERATE ADDRESS:-MRS BLENCOWE, WHITAKER STREET, TE AROHA. TE AROHA BAKERY. S. L. BYGRAYE BAKER AND CONFECTIONER. CORNER BRIDGE AND WHITAKER STREETS, TE AROHA.

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F.PAGET JONES, AUCTIONEER, SHAREBROKER, AND Registered Mining Agent. OFFICES:—WHITAKER-STREET, TE AROHA, AND WHARF STREET, PAEROA. THE LATEST QUOTATIONS CAN BE SEEN DAILY.

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SUTTON & SONS, BEADING. J. B. GILFILLAN & CO. Beg to announce that they have been appointed by Messrs Sutton & Sons OF READING, ENGLAND, AS THEIR SOLE REPRESENTATIVES FOR NEW ZEALAND FOR THE SALE OF THE SEEDS Of this well-known Firm. J. B. GILFILLAN & CO., SOLE REPRESENTATIVES FORT STREET, AUCKLAND. AUTHORISED AGENTS FOR WAIKATO: MESSRS W SOUTER & CO, Cambridge and Ohaupo.

The Frozen Meat Trade and its Expansion.

By David J. Nathan.

THE fall in prices of the staple articles of export suffered by this Colony in common with the rest of the world has exercised the possessors of busy brains for some time past, but, while the unpleasant fact has been deplored in all quarters, no remedy or counteracting influence has been suggested possessing the potentialities of success. Opinions have been expressed and

Necessity for, but absence of defined scheme for development of Frozen Meat Trade.

conversational suggestions made, but nothing tangibly practical has been formulated or put forward in such a manner that it could be debated with a view to its adoption, either *in globo* or in a modified form. In order that the subject may be discussed and grappled with in a business-like way, I have set myself the task of committing to paper a scheme which I have the temerity to think is, if bold, certainly comprehensive, feasible, and opportune.

My observations will apply more or less to all departments of

Possibilities of Expansion.

our export trade, but I shall deal more particularly with the Frozen Meat Trade, because I look upon that as affording possibilities of almost indefinite expansion, and because, from its rapid growth and connection with the other chief productions of our Colony, it is preeminently the one which more seriously affects the prosperity of New Zealand. Indeed, so important has this staple product become that it might without exaggeration be said that the very existence of the Colony depends upon it; for the

Modern v. Ancient farming.

modern sheep-farmer, unlike his prototype of twenty years ago, must no longer look to wool alone but also to the carcase of the sheep to provide him with the means of keeping a home over his head. In the past, wool no doubt has proved the mainstay of the Colony, but its production has been so enormously increased in other countries, and there are so many restrictive tariffs militating against its consumption, that it seems to have for the time got beyond the limits of legitimate demand, added to which the price of cotton has fallen to threepence per lb., and the improvements in machinery for working up worn-out woollen material with admixtures

[unclear: riotive] [unclear: ence] on [unclear: umption] of wool.

have largely interfered with its use. On the other hand, the consumption of frozen meat must advance with the increase of population and the purchasing power of the people. It cannot be doubted that the teeming millions, ever increasing, of European and Asiatic States will only too gladly hail the time when commercial enterprise and productive evolution shall place it within their power to purchase frozen meat.

If, then, the matter is so important to the people on the other side of the world, how much more so is it to the farmers—nay, to every colonist—on this side? Viewing it from another aspect,

[unclear: onial] importance Frozen Meat.

let any man pause for a moment to consider the effect on this Colony of a stoppage of the industry through a serious and sustained glut in Great Britain or through a collapse on the part of the freezing companies! Would not paralysis fall on the whole trade of the Colony? If this be admitted, as it must be, does not then the converse hold good, viz., that a great expansion of the industry would enormously conduce to the general prosperity of the Colony? Of course, there can be but one answer. It is to show how this expansion can be effected that I have written this paper.

Assuming that we have recognised the potentialities of the

[unclear: isastrous] com-[unclear: tition] among [unclear: llers].

trade, we must set to work to devise the most effective means by which the best results can accrue to grower, seller, and consumer alike. The haphazard development of the trade so far, with the multiplication of financially weak freezing companies, the absence of cool storage at the ports of delivery, the vast number of consignees, excessive cost of freight and insurance, and last, but not least, the insane competition between sellers instead of buyers, has been the reverse of conducive to economy and expansion, and if the trade is to become the factor in New Zealand production which we have a right to expect, a radical change in our present wasteful and costly methods must be made.

That the present method of sending meat Home on c.i.f. terms direct, or to the broker, has proved disastrous to the grower,

Cost, insurance, and freight terms.

experience has amply shown; and it must be obvious that in an overstocked market, with little or no cool storage, buyers must

The Smithfield Ring.

have all the advantage. As a matter of fact, the practice plays directly into the hands of the ring of butchers who rule Smithfield, who, by keeping their purchases down to the lowest limits until a number of steamers arrive, can cause a glut and lower prices at will.

Some eight or nine years ago, when Mr. Gear of Wellington, Mr. Postlethwaite of Geraldine, and myself were in London, we took

Experience of Colonial meat exporters when in London.

great pains to ascertain the methods of the Smithfield dealers. We spent considerable time among them, and had special facilities for gaining information which would not be available to visitors content to drop into the market for a day or two and depend upon their own unaided powers of observation, added to which our letters of introduction were exceptionally influential. It struck us then, and our belief has since been strengthened by information from other sources, that our meat was not getting fair play at the hands of the butchers, and that no attempt was being made to push its sale or popularise its use amongst unreasonably prejudiced people.

At the time of our visit these butchers were by no means considered

Smith field Morality.

rich as a class, but since then many of them have become exceedingly wealthy and owe their accumulations of wealth mainly to the expansion of the Frozen Meat Trade and the unfair practice of selling New Zealand meat as prime English or Welsh mutton. I do not mean to insinuate that this wealth has been made altogether dishonestly according to the commercial ethics of the day, but I contend that if the industry had been conducted on sounder and more equitable business lines, a great proportion of that accumulated wealth would have found its way into the pockets of the New Zealand sheep-grower. It is well to remember that the morality of Smithfield is altogether different to what the New Zealand farmer has been accustomed, and that it has peculiar customs and traditions which have been handed down from generation to generation. This is mentioned here

because it has a very important bearing on the industry, especially in relation to the question of c.i.f. terms and open consignments.

Again, owing to the lack of enterprise on the part of the
[unclear: t] of cool age.

Dock Companies, which apparently have no conception of the vast dimensions to which the trade is destined to rise, no effort has been made to provide adequate cool storage, and as there are at times as many as twenty-six steamers with frozen produce arriving in port, within the month a glut necessarily takes place. The natural result is competition between sellers frantic to quit, instead

[unclear: ct] of com-[unclear: tion] between [unclear: rs].

of healthy rivalry and competition between buyers. All the dealers have to do is to abstain from buying more than is absolutely required for immediate use, and the accumulation of stocks forces the sellers to quit at any sacrifice. For this reason it must be patent to everyone that the present systems can never give the best results to growers.

[unclear: o] many con-[unclear: ees], advantages concentration.

Moreover, there are too many consignees for the trade to be successfully developed or profitably carried on upon the present lines. If concentrated in the hands of one person of large experience and business acumen, combined with adequate financial backing, who necessarily would be working with responsible advisers, the effect on prices could not fail to be very marked. As true as this is of meat, it is equally true of butter, of which I can speak authoritatively from my own experience. At present the producer draws against his consignment, the consignee cannot hold in the absence of the cool storage and perhaps because of limited capital, a glut ensues, prices fall, and the dealers have it all their own way. And, commercially, rightly so, for the folly is ours in not awakening to a proper sense of the position. What has been lost to the Colony generally and the grower in particular by these anomalies not being realised and adjusted earlier, it would be difficult to estimate; but now that the trade is threatened by greater outside competition and lower prices, it behoves us to make a sustained effort to place it on a common sense foundation, or the position will become worse. It must not be forgotten that New Zealand frozen meat was the first in the market, that it is admittedly the best, and that it rests with ourselves to sustain its repute and find wider markets. This can only be done by united effort and much capital.

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As an illustration of what can be done by combination among producers who have previously suffered by want of cohesion, I may be permitted to cite two industries which have attained a rank unattainable by isolated effort, viz., the Wine industry of California and the Tea Trade of Ceylon and India. These industries were brought forcibly to my mind during a conversation I had the other day with Mr. Postlethwaite, of Geraldine, who had just returned to this Colony from California. The enormous development of the Wine Industry was touched upon, and I then adverted to what we had advocated in connection with frozen meat eight or nine years before. A few years ago the Californian

The Wine Industri of California.

vinegrowers had perforce to sell their wines to the middlemen at any price the latter chose to offer, with the inevitable result that the trade languished and got into a deplorable condition, whereupon a great effort was made to put it on a more equitable basis. The culmination of this effort was a binding agreement to concentrate the Wine Industry throughout the State into the hands of one central authority in San Francisco, resulting in the grower then obtaining prices 50 per cent, higher than those prevailing before the agreement. In addition to this the output has been enormously increased by the opening of branch depots in the chief States of the Union and elsewhere. The wine is still sold to the middleman, but instead of being disposed of in casks to be adulterated or tampered with, it is put up in bottles and guaranteed pure and good to the consumer, who is not dealt with direct, but through the merchant. The sole aim of the growers was to get a large fighting and advertising fund by which they could insist on their wine getting fair play at the hands of the trade, and their success has been greater than the most sanguine ever expected.

Similarly has the tea trade of India and Ceylon been developed.

Indian and the Ceylon Tea Trade.

Some time ago the tea-growers met together and determined to force their teas upon the American market, which had been monopolised by the light straw-coloured teas from Japan and certain parts of China. A voluntary levy was made by the growers, and £30,000 collected in Ceylon to make a large and attractive show at the Chicago Exhibition. A special levy was made by the Indian Tea Association and a large sum subscribed. So gratifying was the success attained through this aid that still another levy was made equal to half the previous amount for advertising and pushing the tea throughout the American States, with the result that at the close of the Exhibition 6,000 regular wholesale customers had been obtained, and the teas had advanced to front rank. Since that time the Teas have gone steadily up and attained the highest prices in the market, while the supply is now not equal to the demand. These two illustrations will demonstrate what can be done by

judicious advertising and business energy with an article intrinsically good.

Now, if the foregoing can be accomplished in regard to Wine and Tea, what might not be done with Frozen Meat and the other staple products of New Zealand? These possibilities are what we have to consider if we desire our Colony to prosper. I discussed this matter with Mr. Postlethwaite a fortnight ago, and as the result of his advice I now bring forward a scheme based somewhat on the same lines as that which Mr. Gear, Mr Postlethwaite, and myself discussed eight or nine years ago, as the outcome of our visit to London.

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Obviously the first essential in any scheme of the magnitude required is capital, and plenty of it. This is the first and greatest difficulty, but I intend to show that it is not insurmountable. The isolated efforts made to expand the trade in the past have resulted in the formation of many freezing companies, mostly all now too financially weak to hope to successfully grapple with it, whilst the permanent charges incidental to so many different concerns must necessarily have a disastrous effect on the returns all round. Again, I contend that any scheme to give the best possible results to all interested must be worked more or less on a co-operative

[unclear: lated] efforts [unclear: rt] disaster.

basis. It is manifestly selfish—nay, suicidal—on the part of growers to hold aloof and permit any of their number almost single-handed to make experiments which may prove disastrous through insufficiency of capital, but which may prove of immense profit to the whole industry. Take, for example, the experiments in the export of live cattle made by enterprising men in the adjoining colonies. Failure may result through the want of

[unclear: e] cattle ex-[unclear: iments].

means, and the individual grazier ruined, while the trade is strangled at its birth—a trade which, under more favourable circumstances and united effort, might be made a gigantic success almost from initiation. In such a case even should failure occur, the loss would be spread over so many as to be hardly felt. Over-caution on the part of growers in such cases is neither commendable nor wise.

The scheme I formulate is that a company be formed to take over all the existing freezing companies in the Colony, on the basis of valuation, the whole to be worked as one concern under one management, and the present shareholders to rank as shareholders in the new company. Such a company could not be expected to carry on its operations on the scale contemplated with a capital of less than from two to four millions, and to raise this money is a difficulty only second in magnitude to the development of the trade that would follow. Assuming, for the purpose of illustration, that the paid-up capital of the existing companies amounts to £, I would propose to raise another £

Capital required.

in shares to be partly paid-up, in order to provide sufficient liquid assets to meet emergencies arising out of the extended operations, the details of which will be touched upon later. It may here be assumed that the farmers, recognising, as did the vine-growers of California and the tea-growers of India and Ceylon, the advantages likely to accrue from combination in the cheapening of freights and insurance, the opening of new markets, and the reduction in brokerage commission, would be prepared to make the necessary effort to subscribe the capital required. In addition to the capital indicated, large though it be, it would be desirable to have a further sum available in view of the extended operations considered essential to command success. To provide this I would propose

Colonial Guaranteed Debenture.

that power be obtained to raise £2,000,000 at Home on debentures guaranteed by the Colony at say 3½ per cent, the interest and sinking fund to be secured by a tax of not exceeding 3d. per head on the flocks of the Colony. There is nothing very startling in this proposal, as will be seen after a little reflection. This tax, if levied up to its maximum, would not represent in twenty years the difference

Fall in price of sheep.

between the price of sheep last year and this. Moreover, there is every reason to believe that the mere establishment of the company would send up sheep to a value more than four times the amount of the tax. That there is ample precedent to invite the support of the State will be presumably admitted. I submit that, important as State aid may have been in the direction in which it has already been given, it was in no sense of such vast consequence to the community as is the proposal now under consideration, for the very existence of New Zealand depends on the success of the sheep-farming

[unclear: e] guarantee.

industry. Its collapse would mean irretrievable ruin to all, from the wealthiest to the poorest. In seeking the support of the State, it is not contemplated that its guarantee should be given without tangible and ample security being offered. The flockowner at first might reasonably be expected to object to being singled out for special taxation; but when it is pointed out to him that the operations of the company could not fail to reduce the cost of working expenses, interest, freight, insurance, brokerage, storage, etc., by a halfpenny per lb. at

least—probably in time by more—and that the increased demand consequent on the development

[unclear: set] advantages rower.

of the business would afford an outlet for all the sheep he could raise, he would indeed be obtuse if he could not see that he has everything to gain and nothing to lose by the scheme. As I before explained, so far as the general taxpayer is concerned, he can offer no objection, for, while he would receive indirect benefit by the sympathetic expansion of trade following the impetus given to the farming industry, he would not be called upon to pay the interest on the guaranteed debentures, and would therefore only reap benefit from the scheme.

[unclear: cation] of sheep

The fund created by the Sheep Tax would be drawn upon to pay per cent, on the share capital paid up, supposing the profits of the Company to be not sufficient at first to do this; and also say per cent, for depreciation of works. Moreover, the interest to shareholders could be limited to per cent., and any balance, after meeting the charges for sinking fund on the guaranteed debentures, go towards a fund administered by the Agricultural Department for coping with diseases in sheep—a matter which is worthy of more consideration than it receives, for, according to Captain Russell, the loss to Hawkes Bay farmers alone from this cause amounts to no less a sum than £60,000 per annum. The total

[unclear: eep] tax at 3d. per [unclear: d] would yield 50,000.

number of sheep in the Colony is, roughly, 20,000,000. A tax of 3d. per head would bring in £250,000. A rise in the price of sheep of only 6d. per head would give £500,000. At a glance it

[unclear: e] of only 6d. per 1d would yield 90,000.

will thus be seen who will reap the chief advantage in a scheme of this kind. But, in taking power to raise by taxation 3d. per head on the flocks of the Colony, it is not for a single moment contemplated that anything like the whole tax would ever be required to be levied, for the interest charges and sinking fund under any circumstances could not exceed say £

The fairness of the tax will be more apparent when we come

Fairness of Proposed tax.

to consider its incidence as compared with the bonus system, whether as applied to butter (as in Victoria) or anything else. The bonus system allows the Government to impose burdens on the general taxpayer for the sole benefit of some particular industry. The tax proposed under this scheme would fall solely on the shoulders of those who reap the direct benefit.

The Company would necessarily be controlled by a Committee or Board. Under certain circumstances it might be considered, also, that, the State should have representation if its guarantee were given; but I would point out that, as in the case of the Loans to Local Bodies, the bondholders would have power under the law to appoint a receiver to collect the tax in the event of default, and that in that manner the State would have almost entire control.

Having dealt with the money question, which of course is

Plan of Action.

subject to modification, I now propose to touch upon what I conceive to be the proper aims and scope of the Company, together with its mode of procedure. The first step after its formation would be the appointment of a capable man of business to proceed to London and open up negotiations with the Smithfield butchers, with the view of getting our meat on the London Market freed from the restrictions which have hitherto hampered its sale. He would at once show them our strong financial position, and impress them with the determination of the growers to get fair play for their product. He would offer to erect the necessary cool storage, not only in London, but in any of the centres of Great Britain and Ireland where the influence of the trade might extend, provided that they would lease the same at fair interest on cost. Further, it would be stated that provision would be made for cargo steamers to call at the different ports at regular intervals to discharge meat, in a somewhat similar manner to that in which they call at New Zealand ports to take it on board. This would obviate the necessity of so many handlings, save railway charges, and insure the meat receiving careful treatment in all weathers. An offer would also be made to spend a certain sum per annum in

[unclear: Sing].

advertising the meat, so that say "Red Star Mutton" would become as widely known as "Pear's Soap," "Coleman's Mustard," &c. The advertising could be done on railway stations, hoardings, &c., and by means of lectures specially intended to bring home to the working classes of Great Britain the desirableness of encouraging the consumption of colonial products, if they themselves hoped in return to find ready markets for their own manufactures. In this relation it may be mentioned that the trade between the Mother Country and her colonies is now regarded as of the first

[unclear: ming] [unclear: ice].

importance by English manufacturers. By these means much of the unreasoning prejudice and hostility of the British public would be combatted and overcome. It must be conceded that advertising in this manner could

not fail to be quite as successful as the means adopted by the various proprietaries whose wares are so persistently and successfully pushed all over the world. Indeed, it is hardly credible, or creditable, that some such methods have not before been adopted by those concerned in the Frozen Meat Industry. The meat once popularised, and the facilities for supply improved,

[unclear: ment] with [unclear: field].

demand would of necessity follow. The Smithfield people would be required to take so many carcasses per month, or per annum, in return for our concession in dealing direct and solely through them, and the prices for first and second grade meat would be fixed upon a mutually arranged basis of values.

If the negotiations with the Smithfield butchers proved successful, the greater and most difficult portion of our task would be accomplished, because the amount of capital required would not be nearly so great as under the alternative scheme to be proposed. Assuming, however, that the Smithfield dealers refused to meet us, we would open stores in Smithfield, and fight them on level terms. In addition to selling New Zealand mutton, we could deal in English, Scotch, and Welsh stock, taking care that the profits on the British product should be so low that we should become an un-pleasant thorn in the sides of the hostile butchers, who, if they saw we had plenty of capital at our command, would quickly want to come to terms with us. Of this I am convinced from what I know of their character. In addition, cool stores could be opened in all the large centres of Great Britain for the convenience of local butchers, and in the event of these declining to take the meat up, shops would be opened, and Home and foreign meat sold at as near cost as possible, in order that the monopoly could be broken down, the New Zealand product popularised, and a regular market secured.

Thus, if the first scheme did not succeed through the hostility
Alternative Scheme.

of the English Meat Trade, the second could not fail, for there can be no doubt that if the butchers saw that we meant business, and were financially strong enough to break up their monopoly, which has existed for so many generations, they would in self-defence readily fall in with any reasonable terms offered, and it would then only be necessary for us to set up a Committee in London to see that the trade was energetically pushed, and to act as a Board of Advice. It might probably be considered advisable to adopt the second course first, leaving the butchers themselves to make overtures; but this is a matter which the management of the Company could be left to deal with.

With a further view to extend our trade, I should favour the
Travelling Exhibition.

fitting up of a large steamer for an "All the World Tour." This idea I have also heard enunciated by Mr. Gale, and seen in the *N.Z. Mail*. The primary object of the tour would be to let the different countries of the world have ocular proof of the productive capabilities and possibilities of New Zealand. In addition to Frozen Meat, Butter, Tinned Goods, and other food products being carried, samples of Wool, Grain, Gum, Flax, Gold, Coal, Woods, and any and every other natural product of the Colony might be shown, the intention being to make the steamer as much like an itinerant exhibition as possible. At each port touched a banquet might be given, composed almost entirely of New Zealand produce, to the chief magnates of the place, and arrangements made for throwing the vessel open for public inspection. To help defray expenses, provision might also be made for carrying tourists,

An effective object lesson.

and as the tour would be of so unique and comprehensive a character, the return from this source alone could not fail to be very large, while each of the tourists would (unwittingly perhaps), act as an informal advertising agent. The question of route is a matter of detail which may very well be left for further consideration, but I might suggest that it include South America, Japan, China, and other Eastern Countries, together with the larger Islands of the world. For although all our products might not find ready sale at all the ports touched, yet so varied are they that it would be strange if one or other of

[unclear: cket.]

them would not find a market. As a national advertisement alone this "All the World Tour" would be of immense value, because, unlike ordinary International Exhibitions, where the visitor is bewildered and almost nauseated by the similarity of the exhibits, and is in consequence apt to overlook the name of the exhibiting State, the very novelty of the floating show and the absence of competing exhibits would leave indelible impression?. In this way new markets might be opened, to which direct communication might be had, thus giving a great impetus to the shipping and insurance business, as well as to the mercantile, banking, and producing interests.

Struggles of [unclear: nit] under

Not the least remarkable feature in industrial development is the easy manner in which initial difficulties are forgotten and indifference displayed when trade possibilities are descanted upon. How many foresaw, for instance, the great expansion of trade destined to follow the establishment of the Frozen Meat industry, and

how few even remember the first difficulties encountered by those who promulgated the idea and risked their money in the venture? Fewer still probably pause to consider how disastrous it would be to this Colony if the industry collapsed from any

[unclear: itous] result [unclear: en] Meat [unclear: ry] collapsed.

cause. Yet it is not easy to see that the whole trade of New Zealand would fall with it? If this be admitted, as it must be, can it be doubted that the converse holds good, viz., that if the output were multiplied threefold (as it might readily be) every industry in the Colony would respond in sympathy? What is true of the Meat Industry is in some measure true in respect of every other natural product of the Colony, and in these days of universal industrial activity, a nation, like the astute business man, must be quick to seize opportunities and capture markets, without which it cannot hope to become prosperous.

In conclusion I would emphasise the fact that the scheme

[unclear: sion.]

though admittedly comprehensive and bold, possesses potentialities of success almost beyond present day calculation. Its adoption would at once infuse new life and activity into the people throughout the whole Colony, and at a time, too, when every industry is a normally depressed and the outlook exceedingly dark. Under its revivifying influence the sheep farmer would gain heart and vigour and every industry awaken in unison. With the capital indicated, with the expenses of export reduced to a minimum by a concentration of consignees, with a substantial reduction in freights and insurance, and with ample storage accommodation and strong financial position, success would be assured from the start, and the Colony be sent to the forefront among the producing nations of the world.

To the farmer who might at first fear the burden of a possible special tax, I would say, Ponder well the advantage of a certain rise in the price of sheep, and an increasing demand for fat stock. To the Legislature which might hesitate to give the rating power suggested, I would say, Look at the bonus system of Victoria and other countries, where the tax falls on the shoulder of the general taxpayer while a particular industry alone reaps the benefit; also bear in mind the principle underlying the taxing powers granted to Harbour Boards, County Councils, City Corporations, and other bodies; and above all consider what such a scheme, if carried out, would represent to the chief industries of the Colony. To the general taxpayer I would say, Such a scheme will cost you nothing, while its results must be more beneficial than the ordinary mind can at first estimate. Reflection will demonstrate that its effects will be more far-reaching and lastingly beneficial than any policy brought forward for the development of the country within the last twenty years, while its cost to the general taxpayer will be nil.

While the scheme is admittedly of great magnitude, and the difficulties in the way numerous and requiring the best business acumen to overcome, I submit that it is opportune, feasible, and capable of accomplishment; and, in view of its vast importance, is deserving of serious consideration and exhaustive discussion.

March, 1895.

Edwards, Kussell & Co., Ltd., Printers, Brandon Street.

Front Cover

Report on Village-Homestead Settlements in New Zealand. 1895.

By J. E. March, Superintendent of Settlements.

Wellington, N.Z. By Authority: Samuel Costall, Government Printer. 1895.

Village-Homestead Settlements.

Department of Lands and Survey, Wellington,

21st June, 1895.

SIR,—

The following returns give full details of village-homestead settlements in each of the provincial districts of the colony for the year ending 31st March, 1895.

During the past year twenty-four new settlements have been formed—seven in the North Island and seventeen in the Middle Island. Two hundred and ninety-five new selectors have taken up sections of land, representing in the aggregate 7,616 acres—an average of $25\frac{3}{4}$ acres to each settler.

The position of the settlements on the 31st March last was as follows:—

There is still a large number not residing on their sections. It is partly due to the fact that many of them are

sadly in want of means to build on their holdings before they can settle there with their wives and families; the others are new selectors, and the time allowed for residing has not yet expired.

£ s. d. The amount advanced this year for dwelling-houses, bush-felling, and grassing was 460 12 6 £ s. d. In the North Island ... 410 12 6 In the Middle Island ... 50 0 0 460 12 6

The total amounts advanced from the commencement of the system to the 31st March last is as under:—
North Island—£ s. d. £ s. d. For dwelling-houses ... 9,104 8 1 Bush-felling, &c. ... 11,353 8 2 20,457 16 3
Middle Island— For dwelling-houses ... 4,511 0 0 Bush-felling, &c. ... 810 2 2 5,321 2 2 Total advanced £25,778 18 5

Equivalent to an advance of 15s. 3d. per acre.

The total annual rent, including interest or advances, amounts to £ S. d. 5,017 17 3 £ s. d In the North Island 1,966 4 5 In the Middle Island 3,051 12 10 5,017 17 3

Equivalent to a rental of 3s. per acre.

The amount received as rent and interest for the year ending 31st March last was ... 4,257 18 2 £ s. d. In the North Island 1,676 6 1 In the Middle Island 2,581 12 1 4,257 18 2 The total amount received for rent and interest from the commencement of the system to the end of the past financial year was 17,620 7 0

Classified as under:- North Island—£ s. d. Rent 5,114 4 2 Interest ... 3,163 15 4 8,277 19 6 Middle Island— Rent 7,881 3 1 Interest ... 1,461 4 5 9,342 7 6 Total receipts ... £17,620 7 0

The arrears of rent and interest on the 31st £ s. d. March last amounted to ..., 2,575 3 2 Namely:— North Island—£ s. d. Arrears of rent ... 1,042 18 11 Arrears of interest 1,082 17 0 2,125 15 11 Middle Island— Arrears of rent ... 389 6 8 Arrears of Interest 60 0 7 449 7 3 Total arrears £2,575 3 2

The forfeitures and surrenders during the year number 56, the area being 1,127 acres, and the annual rent, including interest, £239 13s. 5d., as under:— Number. Area. Annual Rent and Interest. A. R. P. £ s. d. North Island ... 28 552 3 25 126 8 8 Middle Island ... 28 574 2 17 113 4 9 Totals ... 56 1,127 2 2 239 13 5

During the past year 48 settlers have been allowed to exchange their village-homestead settlement tenure for leases in perpetuity.

The value of improvements now on the land £ s. d. amounts to 92,834 0 0 £ s. d. In the North Island 52,903 0 0 In the Middle Island 39,931 0 0 92,834 0 0

The financial position in round numbers is therefore this:—

CHEVIOT.

The number of settlers on small areas at Cheviot under the village-homestead system is 87, and, with their wives and families, number 341. The total area they occupy is 2,419 acres 1 rood 22 perches, the average area to each settler being under 28 acres; the annual rent is £844 9s. 6d., equivalent to an average of nearly 7s. per acre.

The amount paid as rent by the village-settlers at Cheviot for the year ending 31st March last was £771 2s. 2d., and the total payments made by them since they occupied the land amounts to £1,079 5s. 11d. On the same date eleven settlers only were in arrear, the rent due being £48 7s. 8d.

The number of sections forfeited or surrendered was seven, the area being 175 acres 1 rood 38 perches, and the annual rent £64 2s. 4d.

The sum of £40 was advanced to assist four of the settlers to erect cottages.

The improvements which the eighty-seven settlers have made on the land are valued at £3,044, thus proving that they have been industrious, and are of the right class.

GENERAL REMARKS.

The figures shown in the annual return clearly indicate that the system of village settlements is one to encourage and extend, but it cannot be done successfully without means. I know at the present time many of the village-settlers who are badly off, and require aid to enable them to establish themselves on the land. It is for the want of more generous aid that the progress under this system is comparatively slight in proportion to what it should be.

If village settlements are to be a real benefit to men whose time is not fully employed, some assistance is really necessary to enable them to build their cottages, and, if on bush-lands, a little further help to clear a few acres for cultivation and grazing, and thus assist them to tide over the first few months.

It has been found in the colonies of New South Wales, Victoria, and South Australia that it is absolutely essential to make grants by way of loan in order to carry labour-settlements to a successful conclusion.

In New South Wales the amount allowed is as under: £50 for each head of a family who has a family dependent upon him; £40 for a married man without a family; £30 for an unmarried person over the age of

twenty-one years, which term is held to include a bachelor, a spinster, a widower, or a widow.

In Victoria the amount was £30 for each settler, but it has recently been increased to £40.

In South Australia the amount of assistance granted by way of loan is £50 to each settler, and there is a probability that in certain cases this amount will be increased.

In England the amount set out by the Colonising Society as being necessary, in their opinion, to carry out the work of land-settlement successfully is £100 per family.

In New Zealand very little money has been advanced during the past few years by way of assisting new village-settlers to permanently settle on the land. A sum of £10 has been granted as a loan in a few cases; but I respectfully submit that the amount is too small to be of any real service.

In order, therefore, that the work of settling the people on the land under Village-settlement Regulations may be pushed forward with much greater vigour than heretofore, I would respectfully recommend that more land, in suitable localities and of good quality, should be open under this system, and that all village-settlers who are approved by the respective Land Boards should be granted the following assistance by way of loan: Towards the erection of a cottage, £20; in bush-lands, further assistance at the rate of £2 per acre up to 10 acres; for felling, burning, and grassing, £20; which means that on plain or open lands the assistance would be £20, and on bush-lands the aid would be £40.

In the case of dwellings the money should not be advanced until a building of at least the value of the loan was on the land; and bush-felling, &c., should only be paid for as the work proceeds, and in proportion to the amount done.

Arrangements should also be made for the repayment of these advances by instalments after the first four years; a fund would thus be created from which assistance might be granted to new settlers.

In order to guard against loss to the settler through fire, each dwelling-house should be insured in the names of the Minister of Lands and the occupier.

The foregoing remarks deal only with ordinary village-homestead settlements in localities where private employment may be obtained; and although a great deal may be done in this direction to relieve the labour-market, still village settlements will not accomplish all that is necessary. Something more is required to be done for men out of employ, and there are at least two other ways worthy, I think, of consideration in dealing with the excess of labour.

The first is the establishment of labour-settlements in the vicinity of some large public work, whereby men would find employment for a fortnight or a month on that public work, and employ an equal amount of time in improving their holdings.

I may here be allowed to remark that Mr. Mueller, Commissioner of Crown Lands, Auckland, has recommended the drainage of the Tokatoka Swamp as a highly profitable and thoroughly practicable scheme, which would give employment to a number of men, and at the same time provide permanent settlement. I inspected this land, and reported that I fully indorsed all Mr. Mueller had said. I am pleased to add that this work is now in hand, preparatory to arranging a settlement on this system. Other blocks in the colony might be dealt with in a similar manner.

The second way is the establishment and promotion of labour colonies to give employment and instruction to men who are capable of work, but are without occupation, and lack experience on agricultural or bush lands.

As I am reporting fully on this subject, I need not repeat my remarks, more especially as this report is on the village-homestead settlements of the colony now in existence.

I trust the results of the work as set forth herewith will prove satisfactory; at the same time I feel that very much remains to be done to place the settlements in a sound position, and the settlers in a more prosperous and contented condition. Instead of the settlements being only a partial success, they can be made a genuine and complete success; and, if the recommendations I have made are allowed, they will, I think, in a great measure accomplish this.

I hope, therefore, the proposals will meet your approval, and be favourably considered by the Hon. the Minister of Lands.

I have, &c.,
J. E. MARCH,
The Surveyor-General,

Wellington.

Superintendent of Settlements.

Village-Homestead Special Settlements.—provincial District of Auckland.

Village-Homestead Special Settlements.—provincial District of Auckland.

Village-homestead Special Settlements. Provincial District of Wellington.

Village-homestead Special Settlements. Provincial District of Wellington.

Village-homestead Special Settlements. Provincial District of Canterbury.

Village-homestead Special Settlements. Provincial District of Canterbury.

Village-homestead Special Settlements. Provincial District of Otago.

Village-homestead Special Settlements. Provincial District of Otago.

Village-homestead Special Settlements. Provincial District of Southland.

Village-homestead Special Settlements. Provincial District of Southland.

Summary of Village-Homestead Settlements

Summary of Village-Homestead Settlements

Action of Potassium Cyanide Solutions on New Zealand Gold and Silver.

By J.S. Maclaurin, B.Sc.

[From the Transactions of the Chemical Society, 1895.]

Action of potassium cyanide solutions on New Zealand gold and silver.

By J. S.

In the last contribution, these initials were erroneously printed R. C. MACLAURIN, B.Sc., University College, Auckland, New Zealand.

THE present contribution is a continuation of a paper printed in the Transactions for 1893 (63, 724), in which the action between gold and potassium cyanide, the basis of the now extensively applied Macarthur-Forrest or Cassel process, was investigated, and in which it was proved, 1st, that oxygen is necessary for the dissolution of gold in potassium cyanide solutions, and that it combines with the potassium of the potassium cyanide in the proportions required by the equation $4\text{Au} + 8\text{KCN} + 2\text{OH}_2 + \text{O}_2 = 4\text{AuCN}, \text{KON} + 4\text{KOH}$. 2nd. That the rate of dissolution of gold in potassium cyanide solutions varies with the concentration; increasing as the solution becomes more dilute until it reaches a maximum at about 5 per cent., below which the rate of dissolution of the gold falls off, and that this remarkable variation may be explained by the fact that the solubility of oxygen in such solutions decreases as the concentration increases, whereby the solvent power of the strong solutions is rendered less than that of the weaker solutions which are capable of taking up more oxygen.

As these results appeared to warrant further investigation, I continued my experiments, as detailed in the following pages.

In the paper already referred to, an experiment to prove the necessity of oxygen for the dissolution of gold in potassium cyanide is described, and it is shown that when precautions were taken to exclude oxygen, a gold plate lost only 0.0002 gram in 24 hours, whilst, when the same solution was exposed to the air, the plate lost 0.00835 gram in the same time. In order to get more convincing proof on this point, I prepared gold paper by steeping filter paper in a solution of gold trichloride, containing 1/10 th per cent of gold, suspending the moist paper horizontally over ammonia, and reducing the oxide thus formed by immersion in a hot solution of oxalic acid (Skey, *Trans. N.Z. Inst.*, 25, 383). After washing and drying, the paper had a uniform pink tint. A piece, ½ in. square, containing about 0.00002 gram of gold, was introduced into the limb of a Dumas bulb which had been two-thirds filled with a 5 per cent, solution of potassium cyanide. The end of the limb was then drawn out to a small diameter, and the cyanide solution boiled briskly during an hour, after which the boiling was considerably slackened and the point of the limb sealed with the blowpipe; when the solution had cooled, the gold paper was shaken into it. In the first experiment, the colour in the paper faded before the limb was sealed. I concluded that this was due to the combined action of oxygen and hydrocyanic acid, the latter being evolved in small quantity by the boiling solution, and condensing in the cold part of the limb where the gold paper was placed. In a second experiment, I therefore kept the limb hot enough to prevent condensation of the hydrocyanic acid; this proved entirely successful, as, after the limb had been sealed, the gold paper, when shaken into the cooled solution, appeared to have lost none of its colour. Next day, however, the colour had faded a little, but it required eight days to make the gold paper as colourless as a piece of plain filter paper which had been introduced along with it for comparison. Or, in other words, it required eight days to dissolve 0.00002 gram of gold. The point of the limb was now broken, the solution well shaken to saturate it with air, and a piece of gold paper, in every respect similar to that used in the first part of the experiment, introduced into the bulb. The colour of this paper faded completely in two minutes. This experiment can leave no doubt as to the absolute necessity of oxygen in order to bring about dissolution of gold.

As the results given in Tables V and VI (*Trans.*, 1893, 63, 731) are insufficient to completely determine the law governing the dissolution of gold in solutions of cyanides of varying strengths, I made the following additional series of experiments.

In the former experiments, a single gold plate was used for each determination, and the results show a certain amount of irregularity.

Four plates were now taken and dealt with as follows. The plates numbered 1 and 2 were suspended by cotton in a small flask containing a 50 per cent, cyanide solution, those numbered 3 and 4 in a similar flask containing a 40 per cent, solution. Purified air was aspirated through the two flasks. The losses sustained by the plates are given in the following table.

When the plates 1 and 2 were placed in the 40 per cent, solution, and 3 and 4 in the 50 per cent, solution, the results were as follows.

From these numbers, it appears that there is considerable variation in the amount of gold dissolved from apparently similar plates. In order to get more concordant results, I remelted several of the plates, and dividing the button into four parts, rolled and stamped these into plates as already described. With these plates, and using two laxgo Woulff's bottles in place of the small flasks employed in the last experiments, a considerable number of determinations were made; 100 c.c. of cyanide solution was put into each of these bottles and kept at a constant temperature by immersion in a small tank of water. The results, although agreeing much more closely than those just given, still varied considerably. I therefore modified the experiment by bending the points of the inlet tubes at right angles, so as to keep the solutions more thoroughly agitated than before. Eight determinations were made, using this method, but with no better results.

As it seemed probable that the irregularity of the results was due to small bubbles of air being carried in varying numbers to the different plates, it was necessary to devise some process by which the cyanide solution could be thoroughly agitated and kept saturated with air without the possibility of air bubbles in suspension coming driven at 20 revolutions per minute by a carefully regulated supply of water. These plates were dropped into the solution in A, and the cotton suspenders being always made the same length, the plates were at the same depth in all the experiments, being about an inch from the bottom in their lowest position, and two inches in their highest. The preliminary experiments with this apparatus showed slight differences in the losses of the four plates in the same solution. Thus, in two hours, with 50 per cent. solution, the losses were 0.001025, 0.00115, 0.001075, 0.00095; with 45 per cent., 0.001175, 0.001575, 0.001625, 0.00125; and with 35 per cent., 0.00225, 0.0023, 0.002275, 0.002175.

In these experiments, No. 1 plate hung from No. 1 hook, No. 2 plate from No. 2 hook, and so on. Thinking there might be differences in the rate of motion of the solution in proximity to the respective plates, owing to the syphon coming in at one side of the vessel A, the positions of the plates were altered, putting No. 1 plate on No. 2 hook, and so on, these different arrangements being repeated many times, but it was not observed that a plate in one position sustained a greater loss than in any other. After exposure to the cyanide solution, the plates were rapidly washed under the tap, and then with distilled water, roughly dried with filter paper, and heated to low redness by holding them with iron forceps in a Bunsen flame. As the different degrees of heating and different rates of cooling to which the four plates were subjected might affect their rates of dissolution in cyanide, 12 experiments were made in which everything was conducted as before, except that the plates, after being washed with water and then with alcohol, were dried at a low temperature. The results were no more concordant than before.

In order to discover if these slight irregularities in the results were due to impurities in the plates, I prepared some gold by the method adopted by Professor Thorpe when determining the atomic weight of that metal. Two plates were made from this purified gold, in the manner already described, but these, when exposed to the action of cyanide solution under varying conditions, differed slightly in their losses just as the old plates had done. These plates, with two of the old ones, were subjected to the action of cyanide solutions in eight experiments, and sustained the following total losses. New plates, 0.0402, 0.0415 gram; old plates, 0.0392, 0.0409 gram.

Finally I abandoned the attempt to get absolute agreement among the plates, and resolved to make up for the want of this by multiplying the number of determinations and taking the mean of the results. The numbers so found are shown in Table III, and graphically on pp. 205 and 206, Plates I and II.

These results show that the rate of dissolution of gold in solutions in contact with the gold plates. The apparatus shown in Fig. 1 meets these requirements. A regular stream of air driven by a filter pump through several solutions of potassium hydrate up a tower containing coke saturated with that solution, and then through three flasks containing barium hydrate solution, issues from the drawn-out point of the tube C, and passing into the open end of the tube D, carries a stream of cyanide solution into the bottle B, where it is syphoned back by E, and thus a constant circulation of the solution is maintained. The vessels A and B stood in a small tank containing water at 18°. From preliminary experiments, it had been found that when there is little cyanide solution the oxygen is withdrawn from the solution by the gold more rapidly than it is absorbed, even when the stream of air is rapid. In the present series of experiments, I therefore used a large amount of solution (500 c.c.), and reduced the duration of the experiment to one hour.

FIG. 1.

FIG. 2.

The cyanide solution was saturated at 18° with air by shaking vigorously for five minutes in a 40-ounce stoppered bottle, removing the stopper several times to equalise the pressure. The bottle fitted into a small wool-lined box, and, with due precautions, it was an easy matter to have the temperature of the contained solution, 18°, at the close of the shaking. The gold plates were suspended by cotton from the hooks attached to the beam K, Fig. 2, which was itself suspended from the crank II fixed to the shaft O of a small water wheel of potassium cyanide gradually increases as the concentration of the solution decreases, reaches a maximum at 0.25 per cent. solution, and again decreases.

As it seemed desirable to determine whether another metal would show similar variations in its rate of dissolution in cyanide, the following experiments were made with silver plates. These were of the same size as

the gold plates, and were prepared from the chloride. On exposing them to the action of cyanide solution, the losses of the four plates varied slightly; as in the case of the gold. Their positions were changed, some determinations were made without blowing air through the solution; washing with alcohol and drying at a low temperature, instead of heating to redness, was also tried; and, lastly, the four plates were connected by a silver wire, but through all these varying methods there were slight differences in the losses of the plates. Sometimes one plate would lose more than any of the others in each of several determinations, and then another would head the list for a few experiments, only to give place to a third; at other times, the plates varied in their losses from experiment to experiment.

As in the case of gold, I finally gave up the attempt to get absolute agreement among the plates, and was forced to make a large number of determinations, and to take the mean of these in compiling Table

Plate I.

IV, and in drawing the curve shown in Plates I and II. The results so obtained are comparable with those shown for gold, since, in both cases, the plates were the same size and the conditions of experiment exactly the same.

The results given in this table show that the rate of dissolution of silver in solutions of potassium cyanide gradually increases as the concentration of the solution decreases, reaches a maximum at

Plate II.

0.25 per cent. solution, and again decreases. These changes in the rate of dissolution are similar to those shown by the gold plates, and the point of maximum solubility is the same. Further, the ratio of the gold to the silver, dissolved by any particular strength of cyanide solution, is approximately that of their atomic weights.

These remarkable variations in the solubility of gold and silver may be explained as already stated (p. 199), by the fact that the solubility of oxygen in cyanide solutions decreases as the concentration increases, and that thus the solvent power of the strong solutions is rendered less than that of the weaker solutions, which are capable of taking up more oxygen.

In Plate III, I have redrawn the curve, showing the absorption coefficients of oxygen in cyanide solutions, and have placed beside it

Plate III.

the curves representing the solubility of gold and silver. In order to make these comparable, the scale on which gold is represented in Plates I and II has been increased four times, and that for silver six and a half times.

In Table VI (p. 211), the relations of the gold and silver to the oxygen are shown under the headings Au/O and Ag/O (found). On considering these, it is evident that the solubilities of the two metals are dependent on that of oxygen. Now, if the amount of gold or silver dissolved depends solely on the amount of oxygen in solution, the values Au/O and Ag/O should be constant; but in the results found it will be seen that these values differ considerably, gradually decreasing as the concentration increases. Therefore, in the more concentrated solutions there is less metal dissolved than the amount of oxygen in solution appears to demand. This points to some retarding action on the motion of the oxygen molecules. Now, it seemed probable that viscosity has such a retarding action on the motion of the oxygen molecules in solution, reducing their velocity, and consequently diminishing the number of impacts on the surfaces of the plates in a given time, and so decreasing the amount of gold or silver dissolved. In order to test the validity of this conclusion, the rates of dissolution of gold and silver were determined in cyanide solutions rendered more viscous by the addition of various substances such as sugar and glycerol, which might be assumed to exert no chemical influence on the solubility of these metals. The results are shown in Table V. As it was found that the coefficients of absorption of oxygen for solutions containing equivalent proportions of sugar and of potassium cyanide are approximately the same only a few of the coefficients shown in this table were determined, the majority being calculated from the curve showing the solubility of oxygen in potassium cyanide solutions.

The results in this table, and especially those in the column Au/O, prove very conclusively that the assumption as to the retarding action of viscosity was correct.

Suppose now that we consider the number of times in a second a given oxygen molecule strikes a surface.

We may assume from the results just given that this will depend on the viscosity coefficient z , or, in other words, will be a function of z . So that if N be the number, we can write $N = a + bz + cz^2 + \&c.$, where a , b , and c are independent of z (Maclaurin's theorem); or since Au/O , Ag/O are dependent on the number of impacts in unit of time, we can write $Au/O = a + bz + cz^2 + \&c.$, and $Ag/O = a_1 + b_1z + c_1z^2 + \&c.$

In order to ascertain if these relations hold good for the values of Au , Ag , and O , found, I determined the coefficients of viscosity of a number of cyanide solutions. The observations were made by Gartenmeister's method (*Zeit. physik. Chem.*, 6, 524), using Finkener's

mathematical equation In this expression, r is the radius and l the length of a capillary tube through which a volume v of the liquid of sp. gr. s flows, under a pressure p in unit of time. In my apparatus, Fig. 3, the constants were as follows, $r = 0.23477$ mm.; $p = (h + h_1)s = (HC + CB)s = (318.4 \text{ mm.} + 31.34 \text{ mm.})s = 349.74 s$; $l = DH = 300$ mm.; $v = V/t$ (where V is volume of bulb in c.c. and t is time of flow in seconds) = $6.88832/t$. The value of z was found by measuring with a cathetometer the height BC when half the weight of water contained between A and C had flown out. The trustworthiness of the apparatus employed was tested by determining the value for water, which was found to be 0.108842 at 18° , a value which corresponds well with Gartenmeister's number when corrected for temperature.

[*Note.*—There is an error in Gartenmeister's calculation of the value of the second part of Finkener's formula. In his paper, he gives for his first pipette the following constants.

$V = 8.1015$ c.c.; $r = 0.31842$ mm.; $l = 335.2$ mm.; $h = 354.4$ mm.; and $h_1 = 17.4$ mm.; and calculates for z the value 0.0355267 *s.t.* mathematical equation whereas it should be 0.03552715 *s.t.* mathematical equation

This error makes his values slightly smaller than they should be; thus, for water at 20° he finds $z =$

FIG. 3.

0.1030 , whereas from his determinations and a correct use of the formula he should have obtained $z = 0.1035$.]

The values at 18° of z —the coefficient of viscosity—for 5, 10, 20, 30, 40, and 49 per cent, solutions are represented graphically in Plate IV, and, by the aid of the curve so obtained, the intermediate values were calculated, and placed together with those found by direct experiment under z in Table VI. In the same manner, the undetermined values for oxygen have been calculated from the curve representing the solubility of oxygen, and the results, together with the original determinations, are embodied in this table.

Plate IV.

Under Au/O and Ag/O are shown the values found, and also those calculated by the aid of Maclaurin's theorem; that is to say, by the

formula $Au/O = a + bz + \&c.$, where $a = 0.33$ and $b = \#0.9$, and $Ag/O = a_1 + b_1z + \&c.$, where $a_1 = 0.18$ and $b_1 = \#0.4$.

The close agreement of the values found by these two methods is sufficient to prove that the true explanation of the smaller solubility of the gold and silver relatively to the oxygen in the more concentrated solutions is to be found in the greater viscosity of these solutions.

The following is a summary of the results obtained in this and the former paper.

- Oxygen is necessary for the dissolution of gold in potassium cyanide, and no gold is dissolved in its absence.
- The ratio of the gold dissolved to the oxygen required for its dissolution is 196: 8 as demanded by the equation $4Au + 8KCN + O_2 + 2OH_2 = 4AuCN, KCN + 4KOH$.
- The rate of dissolution of gold in potassium cyanide solutions varies with the strength of the solution, being small for concentrated solutions, increasing as the solution becomes more dilute, reaching a maximum at 0.25 per cent, of cyanide, and then again diminishing.
- The rate of dissolution of silver in potassium cyanide varies in the same way, and the maximum is reached at the same degree of dilution.
- The ratio of the amount of gold dissolved by any given cyanide solution to that of the silver dissolved by the same solution is nearly the ratio of their atomic weights.
- The variation in the rate of dissolution of gold in cyanide solutions is not directly influenced by the amount of cyanide in solution, except in the case of very dilute solutions, but is mainly due to the solubility of oxygen in these solutions, the amount of gold dissolved being nearly proportional to the absorption coefficients of oxygen in such solutions.
- The rate of dissolution of gold is, however, not exactly proportional to the above-mentioned coefficients, but is rather less than it should be for the more concentrated solutions.
- The explanation of this diminishing ratio of the gold dissolved to the oxygen available, as the

concentration of the solution increases, is to be found in the increasing viscosity of the solutions as the quantity of cyanide augments.

- The explanations given in 6, 7, and 8 are equally applicable to the dissolution of silver in potassium cyanide solutions.

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The Incorporated Institute of Accountants of New Zealand.

Address Delivered by the President,

J. E. Fitzgerald, Esq., C.M.G.,

At the Second Annual Meeting of Members

Held in the Chamber of Commerce, Wellington,

On the 29th August, 1895.

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The Incorporated Institute of Accountants of New Zealand.

Address

Delivered by the President, J. E. FITZGERALD, ESQ., C.M.G., at the Second Annual Meeting of Members, held in the Chamber of Commerce, Wellington, on the 29th August, 1895.

Gentlemen,—It seems to be an established custom in societies such as ours that the President shall deliver an address, either on the occasion of his taking the chair or on leaving it at the conclusion of his year of office. Had the opportunity offered itself on my election to be your first elected President, it would have been my immediate duty to have returned you my grateful thanks for the honour you had done me; and although long delayed, I beg you will still permit me to express, in the warmest terms, how highly I appreciate that honour.

For many years, indeed ever since my attention to the subject of auditing accounts was called by my appointment to the office in the Government of the Colony which I still occupy, the formation of such a society as ours has been a subject of frequent thought and conversation, although it was only when taken up independently by gentlemen in the profession itself that any practical steps were adopted to realise the idea.

Gentlemen, I esteem the honour you have done me in making me your first President, none the less that I recognise that I owe that position to your respect for the office I fill, rather than to any personal claim to distinction as a professional accountant.

I have been the more gratified at finding myself in this position because it brings into strong light the great difference which exists in our mutual relations, and those which subsist between official and professional accountants and auditors in the Old Country. For we cannot take up any public journal, such, for example, as the *London Accountant*, without perceiving how strong is the antagonism between official and professional accountancy, and how jealously the latter resents every fresh encroachment by the former on the domain it considers peculiarly its own. In one branch of accounts in particular this struggle is displayed—that of bankruptcies and the winding up of companies. It is a favourite subject with some correspondents of the English press to point out the enormous costs of winding up an estate by an official administrator, compared with those which have been incurred where the matter has been left in professional hands. Another class of accounts in which the profession dreads the encroachment of officialism is in the audit of the accounts of local and municipal authorities. But there the strife is not so much with the officials—who have not yet in England absorbed that large field of professional labour and profit—as with what may be called amateur auditors, who are elected by the local authorities, and are often not chartered accountants, and whose work appears to be often performed in a very unsatisfactory manner, so much so as to give force to the growing demand on the part of the public that all the accounts of local bodies shall be subjected to the audit of the Board of Trade.

In this happy land, which poetically-minded folk call the "Britain of the South," no such rivalry, so far as I know, exists. Indeed, my presence in this chair would sufficiently refute the charge. The two classes of accounts to which I have referred, that is, those of bankruptcies and of local bodies, have for many years been audited by the Audit Office, and whilst there is, so far as I have heard, no desire to disturb present arrangements, on the other hand there is no demand or intention to extend the jurisdiction of the Audit Office into private or commercial affairs, and I should strongly deprecate any proposal in that direction.

There is one reason why it is very desirable that the audit of the accounts of local authorities in this country should be provided, as at present by the Government, and that is, that a great number of these bodies are so small and so poor, and so distant from the larger centres of population, that they could not possibly afford the cost of employing professional accountants; and thus before the work was imposed on the Audit Office, the

audit of their accounts was frequently entrusted to very incompetent persons. For example, a case came under my notice some years ago, when we first took up the work of auditing the accounts of local bodies, in which two gentlemen had been for some years the elected auditors of a local body, and who not only had passed the accounts of the clerk year after year as correct, but on the last occasion had gone out of their way to give him a testimonial of the admirable way in which his accounts were kept. As a matter of fact, he had been robbing his employers for years, and as soon as the accounts came into our hands he had to exchange the profession of accountant for one of a more laborious character in an official uniform.

Now, under a Government audit, the ratepayers of the smallest and poorest community have the advantage of having their accounts audited by men of the same capacity and experience as those who are employed on the accounts of the largest and richest towns, and they have the further protection arising from the fact that instant prosecution follows the discovery of any misappropriation of their funds.

The practice of accountancy has of course existed from the earliest times, when every man of business was his own accountant, and traded on his own capital. Its development into a distinct profession in modern times, is merely one of the many instances of the differentiation of human labour to supply the multiplication of human wants. The vast extension of commerce, both internal and international, the large increase in the amount of property held and the business carried on by companies, the extent to which credit has supplanted cash in mercantile operations, the process by which the savings or the capital in the hands of multitudes who have neither the knowledge or opportunity for employing it reproductively, can be placed in the hands of those who can so apply it with security for its due return with profit to the owners—all these are the causes which have called into existence the modern professional accountant, whose duty it is to see that the books of his employer contain faithful records of all his transactions, from which can be prepared a truthful statement of the financial position of the business at any given time. The position of an accountant, therefore, is one of high and honourable trust. He is, as it were, arbiter between the claims of all the creditors and debtors of his employer, whose interests he is bound in honour to conserve no less than those of his own employer. Nor is the duty of an auditor in any way different from that of the accountant. He is, indeed, considered to be more independent than the accountant, who is presumed, in homage to the weakness of human nature, to be biassed in his judgment by his employer's interests, whereas the auditor derives his authority from an independent source. But so far as their duty is concerned, and so far as the conclusions they arrive at are concerned, the work of the independent auditor and of the honest accountant is identical.

I used just now the expression *truthful* in reference to an account. It is, however, necessary to qualify that expression. For it is often forgotten in discussions as to how an account should be made up, that in all mercantile accounts we are not dealing with facts only. Nor can you predicate of any commercial balance-sheet that it is *true* in the sense in which a mathematical proposition is true. Of a simple cash account in single entry we can say that it is absolutely true or untrue, because we are dealing with facts—our clients did or did not receive, and did or did not pay away so much money. But we all know that is not the case with a commercial balance-sheet. In drawing up such an account we leave the region of fact and wander into that of [*unclear: opini*] and the accountant is compelled to enter figures in his account of which he may be quite ignorant whether they represent truth or fiction. He is compelled to deal with estimated values of goods, sometimes even with that most volatile and fluctuating of all commercial entities, the goodwill of a business.

And here arises a matter which has been the cause of much discussion amongst accountants, that is, to what extent is an auditor or accountant responsible for valuations? It seems to be the opinion of lawyers, and has, I believe, been asserted by some of the judges in England, that an auditor of the accounts of a company is as personally liable as the directors themselves for false statements in the company's accounts; that is, statements of what has been done or what has not been done which are untrue. But it has not been held that they are liable for the values put upon goods. There are indeed cases in which auditors state explicitly in their certificates that the values given in the accounts are true, and in many cases the auditor may be a competent valuer. For example, he is often a competent valuer of landed estate, and it may be presumed that in such case he would be responsible at law for wilfully and knowingly introducing fictitious values into an account. However this may be, what I am desirous now to press upon your attention as accountants and auditors is, that the science of which we are professors is not an exact science, that there is a large region in which *opinion* takes the place of law and of fact in determining how books should be kept, and how a balance-sheet should be drawn up. And you can hardly take up a journal dealing with accounts without meeting with a case in which one professional accountant has taken exception to the form of stating an account adopted by a brother accountant of equal authority with himself in the profession. There are, of course, certain principles and rules to be observed in constructing a balance-sheet, but within adherence to those rules there are certain elements in every commercial balance-sheet which deprives the result of that character of certainty which attaches to the solution of problems in other sciences.

But on the other hand, exactly as our science fails in guaranteeing a theoretically correct result, in the same

degree does the responsibility of the auditor increase—to take care that where opinion enters into his account, it shall be the opinion of experts, based on the soundest judgment and most extended knowledge of facts obtainable. It was only the other day I came across a report of an address delivered by the President of the Accountants' Institute at Ontario. In many respects an admirable address, but I find him saying in one part of his speech:—"I am desirous that it (that is, the Institute) shall be a tribunal of ultimate resort on all questions of accounts; a court to which all classes of men shall come, voluntarily, and as a matter of course for the demonstration of actual facts in respect to disputed or complicated accounts, and that they shall be ready and willing to pay liberal fees for all the work done by its members. In order that this may be the case, it is absolutely necessary that no one of us shall permit himself to descend from the profession of an accountant to that of an advocate; it is necessary that none of us shall be governed by the fees, rather than the facts; that none of us shall be induced by sympathy or prejudice or any feeling of loyalty to put forth figures in place of facts; and that none of us shall disturb facts or figures from any fear of personal consequences."

These are noble sentiments, which I doubt not will find an echo in the breast of every member of our society. I quote it at present in order to point out that when the President, Mr. Henry Sye, uses the word fact, he speaks as if a commercial balance-sheet dealt with absolute facts only, and that an account could only fail to be correct by a misstatement of facts, forgetting that the weak point in every balance-sheet must always be that it consists in a large degree of estimates, which, however honestly stated, may prove to be very wide of the truth.

There is one question which has been raised incidentally, although no definite proposition has, so far as I know, been submitted to the Council or to any Committee, but on which it may be as well that I should say a few words. It is whether it is desirable that the Institute should apply to Parliament for a statutory recognition of its existence, or, still further, for enlarged powers or privileges. It is, I know, argued by some that there should be a recognised profession of accountancy as there is of law, and that only members of that profession should be entitled to act, and to charge and recover fees. I fear I shall not be saying what is popular in this assembly if I say that this idea seems to me a mistake. The professions of law and accountancy seem to me to stand on different grounds, and that what applies to the one does not apply to the other. For what do we mean by law as a profession? We mean a large and complicated machinery for ascertaining and enforcing rights between man and man. Now those rights are very various, and embrace the whole range of human action. Accountancy, on the other hand, deals with only one part of human action, that, namely, which can be expressed numerically, and in the standard coin of the time and place. It is not within the function of the accountant to determine matters of right, but only to record what has been done, whether right or wrong. The law court takes up the work where the accountant leaves off, and determines the right on the facts which the accountant has registered. Again, in law, as a profession and science, there is finality, that is a machinery for finally determining the right, embracing all matters submitted to its decision, whether or not capable of being expressed in money value. If accountancy is to be recognised as a separate profession, is it proposed that it is to have a separate machinery for trying and determining rights and wrongs in matters relating to money? I think it is only necessary to state what is involved in the idea of creating a separate profession of accountants, in order to show its impossibility. A privileged profession of lawyers is defended on the ground that thus only could be obtained a supply of competent judges to administer the law, and yet, even as to law, there are not a few who clamour for opening its ranks to all. Is it contemplated then that there shall be a separate set of courts and judges to determine matters in dispute relating to accounts? I think that will hardly be claimed. Yet without it I hardly see how we can demand a privileged profession. On this point I may mention, not as an argument in favour of the view I am advocating, but as an incident of some interest connected with it, that the oldest of the English Courts of Law, the High Court of Exchequer, which existed so early as in the time of the Norman Kings, not long after the Conquest, was, and continued for a long time, a court for the trial exclusively of Crown Revenue Causes, and only in the course of ages became a Court of Common Law; and thus its history would seem to suggest the inconvenience of, or the absence of, any necessity for the existence of separate tribunals for the trial of rights which can be expressed in money and those which cannot.

There can be no doubt that any movement in the direction of obtaining from Parliament powers which would vest in the members of the Institute anything like a monopoly in the profession of accountancy would be very unpopular, and would not be likely to succeed. What we might reasonably ask for, and would be readily granted, is to secure to our members the exclusive legal right to the use of certain letters after their names as indicating such membership, and rendering it penal in all other persons to adopt them. But I would advise that any application for even such limited privilege should be postponed until the Institute has a position more firmly established, and more fully recognised than is the case at present. Indeed, we can hardly be said to be in full working order, even at the present time. And this brings me to the principal question to which it is my duty to call your attention, namely, the present position and future prospects of our Institute. The question for what purpose was it founded, and how is that purpose to be attained.

In arguing against the necessity for creating a separate and privileged profession of accountancy, I do not

lose sight of the fact that it is a distinct branch of learning, the correct knowledge of which demands careful study and I training, and a correct application of which to all the manifold problems which present themselves in commercial affairs can only be obtained by long and varied experience. Indeed, otherwise than is the case in more exact science, where any correct method of solution will lead to a fixed result, the element of uncertainty which clings to all commercial problems makes a larger demand on the personal and individual judgment, skill, and ability of the accountant or auditor who is called on to summarise the financial result of any large or intricate commercial operations.

The first object of any Institute such as this is to provide the machinery by which a line may be drawn between those who are skilled accountants and those who are not. We do not pretend that that line is or can be drawn at present. That must be a work of time. All we can do is to provide the machinery by which that result will assuredly be ultimately obtained. That machinery is the constitution of a society which shall ultimately assume such a character and such a position in the estimation of the public that all professional accountants will find it a matter of necessity in their own interest to join its ranks, whilst all will be excluded who have not acquired such an amount of knowledge as to entitle them to admission. Of course it is easy for anyone to write to the public papers and say that we are none of us entitled to Have been placed in such a position, not having passed any examination entitling us to membership. The obvious answer to such an obviously puerile charge is, that before a society can establish examinations the society must itself exist. I believe it will be found that all similar societies have been formed, and must have been formed in much the same manner as ours. It is true we did not all sit round this table and examine one another. Had we done so, we might have all perhaps plucked one another, which would not have much advanced matters; or we might have formed a mutual admiration club, and passed one another, which, it seems to me, would have left matters pretty much where they now stand. In point of fact, the first members of this Institute were, as you are aware, selected by a committee of gentlemen partly nominated by the Chambers of Commerce at the several principal towns, and partly by professional accountants elected for the purposes of making such selection; and I confess it seems to me that no better means could possibly have been devised for obtaining a fair representative body.

It may be quite true that some of us would find it difficult to pass with credit the examination to which all future candidates will have to submit. If that is the case, it is an evil which time will cure. We know our own lives are limited. We trust and believe that the life of the Institute will be durable as that of the country and the community in which it has sprung up.

It is a miserable and contemptible idea that we have, any of us who have founded this institution, spent our time, our labour, and our money for the sake of any petty advantage we might thereby obtain over rival competitors in the same profession. Indeed a ridiculous charge, when it is considered that we are but doing that which has been found to be useful and necessary in so many communities of our fellow countrymen in other parts of the world. For my own part, I have joined this movement because I am deeply convinced that it is one which cannot fail to confer a permanent and widespread benefit upon this country and community, to the service of which my life has been devoted, and I well believe there is none of us who has been influenced by less disinterested motives. We desire to see a powerful organisation in our midst to which appeal may always be made in all questions relating to right or wrong, to what is honourable or dishonourable in the practice of a profession which must, year by year, become of more and more importance in proportion as wealth increases, and is necessarily entrusted for management to others than those to whom it belongs.

The accountant and auditor is virtually the custodian and trustee of the honesty and honour of the commercial world. Should there be no guarantee of his own fitness for such a responsible position? It is to provide such a guarantee that all accountants' institutes have sprung into existence. The initial of a London chartered accountant is an ear-mark all over the world of a recognised standard of knowledge and competency in the bearer. The initials of every local institution has a similar though lesser value in a smaller sphere. Time alone will show the estimation in which the accountancy of New Zealand will be held. It will be the task of the Institute to provide the machinery by which it may be gauged.

The character which our Institute will bear will depend mostly on the character of its examinations. It is to be regretted that a year should have passed without exhibiting this sign of our vitality, and far more that such should have been the result of the death of one of our most valued members, who had undertaken the work of preparing the papers for our first examination. His loss is indeed one which we can never replace, but that arising from the delay in commencing the work of periodical examinations time will soon repair.

Gentlemen, forgive me if I presume upon this, in all probability only occasion, upon which I shall have the opportunity of addressing you, if I urge in the strongest terms that the whole policy of our Institute should be based on the idea that its object is not primarily to benefit ourselves by establishing a monopoly of professional profits, but to confer a great public benefit on the community in which we live and work.

No one could scan the records of bankrupt estates which pass before me without being impressed with the conviction of how much financial calamity might be avoided if accurate accounts had disclosed in time when a

business can no longer be conducted except at a loss.

The direct public benefit which the Institute will confer on the community will be the guarantee that if the work of constructing or auditing accounts is placed in the hands of one of its members, it will be entrusted to one who has a certain amount of knowledge and ability. Indirectly its influence may be more extensive by promoting and cultivating a livelier interest in all matters which come within the cognizance of the accountant. And this is the principal object of those alterations in the Articles of our Society which the Council has requested you to take into consideration on the present occasion. We think it desirable, and within the objects for which the Institute was founded, to meet those who are engaged in the study of accounts at intermediate stages of their career, and not only as at present, at its maturity. I have always felt that an examination of youths at the period when they are first taken into offices and shops as cadets, would be largely taken advantage of by those seeking such employment, and ultimately be considered desirable, if not indispensable, by those offering it.

As to the wider and indirect influence which the Institute may acquire by wise and prudent administration, I cannot express in more fitting language than that I have already quoted from the address of the President of the Ontario Institute, my hope and expectation that it may one day become "a tribunal of ultimate resort on all questions of accounts—a court to which all classes of men shall come voluntarily and as a matter of course, in respect of disputed or complicated accounts." I, at least, shall never live to see that day, but even the conviction that it will some day come, is some reward in anticipation for the trouble we have taken in founding the Institute of Accountants of New Zealand.

vignette

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A Paper on New Zealand

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By William E. Collins, M.B. (Lond.) of Wellington, New Zealand.

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A Paper on New Zealand.

MR. PRESIDENT AND GENTLEMEN,

It is a great pleasure to me to think that, as a fellow student, I have been permitted to read a paper before you to-night. The subject of my paper is my adopted country, New Zealand, and I will ask your kind indulgence for any shortcomings:—

"New Zealand consists of a group of islands which lie in the Tasman Sea, in the Great Pacific Ocean. These islands are 14,000 miles distant from England, and 1,000, or more, miles from Australia, Their boundaries extend from 33° to 53° S. latitude, and from 162° of E. longitude to 173° of W. longitude. There are three principal islands—the North, the Middle (which is the largest), and the South, Stewart's Island. The aggregate area of these islands is about 103,658 square miles, or, roughly, it may be said, that the area is a little more than the area of England, Wales, and Scotland; but there are also included in the colony other islands, namely, the Chatham Islands, where are to be found the last remnants of the Moriori race, with their dusky skins, receding foreheads, and pronounced aquiline noses—on a visit to those islands last February, I found that there were only 14 Morioris alive, and only one of these was a child—the Snares Island, the Auckland Islands, the Campbell Island, the Antipodes Island, the Bounty Islands (uninhabited), the Kermadics—on Sunday Island, one of the Kermadics, there is a population of seven individuals, all of one family—and a group of seven coral islands, called the Cook Islands, inhabited by Maories and a few Europeans, over which Eke Imperial Government exercises a protectorate. The affairs of these islands are administered by a British Resident, who is pointed by the Government of New Zealand. In speaking of New Zealand, it is usually understood that we are speaking of the three larger islands, and the population of these three islands consists of Europeans, Maories, and Asiatics.

The European population amounted in 1893 to about 672,265 individuals, and the proportion of females to males was about 87.95 to every 100 males. The Maori population consisted of about 41,993 individuals, and the Asiatic population to about 4,044. Amongst the Maories there were more males than females, and amongst the Asiatics there were only 17 females.

The birth-rate in the Colony was 27.5 per 1,000 of mean population in 1893, in 1881 it was 37.95 per 1,000 of mean population; in England in 1891, the birth-rate was 31.2 per 1,000 of mean population. That the birth-rate in the Colony should have decreased so markedly, and that, with a small population and abundance of

good food and fresh air, it should be less than the birth-rate in England, is remarkable, and I think, may be attributed to several different causes.

There is no doubt that in these days of the greater knowledge [unclear: e] the masses, the rudiments of anatomy, physiology and hygiene [unclear: a] studied and understood by large numbers of men and women, and [unclear: th] knowledge gained is made use of.

Moreover, with the advance of education, any religious impression that it is wrong and sinful amongst married people to use means [unclear: s] prevent conception is not very strong.

Amongst some married people it is thought to be wrong to have children unless they have the means to support them; others, again, believe that it is better not to have children when there is the possibility of transmitting to their children the legacy of some hereditary taint.

Perhaps, too, the fact that so many married women are at the present day engaged in occupations which would be seriously interfered with during the time that they were incapacitated from work, take, for instance, our own profession. We can all realise [unclear: ho] inconvenient the duties of maternity would be to a married woman practising as a general practitioner. Whilst, then, these causes are [unclear: e] work, we may conclude that the birth-rate will continue to decrease. As a nation, I believe that the French people have the greatest [unclear: cont] over the birth-rate.

Coming now to the death-rate of the Colony, it is satisfactory [unclear: y] find that it is not more than 10.23 in every 1,000 of living persons and this compares favourably with that of England, which is [unclear: 19-] in every 1,000 of persons living, and when one considers that considerable numbers of people have gone out to the Colony in search [unclear: h] health, I think that we may conclude that the Colony is decidedly a healthy place to settle in; and I submit that, indirectly, the death-rate [unclear: ra] might be brought down lower still if the New Zealand Government which is always alive to the interests of the masses, were to [unclear: introdu] certain new ideas, which could be introduced without difficulty in [unclear: n] new country with a small population.

- I believe that if the Government would appoint one or [unclear: mo] pathologists according to population in each town [unclear: a] district, the duties of the pathologist to be The performance of a *post-mortem* examination (in the presence [unclear: e], course, of practitioners interested) in every case of [unclear: dea] which occurs, and that he should send in the report of the examination to the Registrar-General. The effect of this would be that it would be an educating factor to all medical men in practice; they would become more familiar with the changes produced in the different organs by disease than they can possibly be now; they would never incur the risk of, after being obliged to make a *post-mortem*, going to attend a sick person, a confinement, for instance; they would also obtain a more exact knowledge of the effects and results of treatment in disease, and this increased knowledge would lead to the more efficient treatment of the sick. A regular *post-mortem* examination would, I believe, act as a deterrent from crime, especially from the crime of poisoning; the poisoner would know that, before the victim of his crime was disposed of, there would be a careful examination of the body. Moreover, a compulsory examination after death would protect the helpless infant and the young child from the results of wilful neglect; and lastly, there would follow, as a natural result, the general adoption of cremation, instead of burial, as the proper method of disposing of the dead. This would mean that the germs of disease, especially of infectious disease, would be destroyed and not buried.
- Then, again, the appointment of a medical officer of health for every district, whose duty it should be to investigate the causes of epidemics of such diseases as typhoid, &c., the examination of milk, water, and food, the inspection of dairies, slaughter-houses, &c., would tend to diminish the amount of disease.
- I am afraid that this third clause will be considered impracticable by many, because it will be said that it would interfere too much with the liberty of the individual. However, if it could be attempted anywhere, it could be tried in a new country with a small population, and by a Government so much interested in the general welfare of the community. I mean this: that every couple, before marrying, should be called upon to produce a medical certificate of health from a duly qualified medical practitioner. The result of this would be that every newly-married couple would probably be a healthy couple, with the result of a happier married life and a healthy progeny. You will say that later on in my paper I recommend New Zealand as a country to which it is advisable to send tubercular patients, and yet, when they get out there, I would prevent them from marrying. My answer to this is that marriage is inadvisable to the distinctly tubercular, because it is injurious to the individual, and because, also, if there are children, there is the probability of the transmission of the hereditary nidus.
- I would also advocate that tubercular disease, especially phthisis, that most terrible destroyer of human life, should be included amongst the infectious diseases which have to be notified, and that on such notification the Registrar-General should send [unclear: d] paper to the friends of the infected person, and to the infected person himself, in which should be clearly stated some such suggestions for their guidance as have been made by the medical staff of the City of London Hospital for Diseases of the Chest, Victoria

Park:—

- It is certain that the material (or "phlegm" coughed up by persons suffering from consumption) contains the seeds of the disease.
- The phlegm, therefore, should not be swallowed. Such a [*unclear*: ha] may lead to consumption of the bowels.
- Consumptives should not, when indoors, spit about the floor, [*unclear*: b] should spit into special spitting cups (or pots), half full of water
- The spitting cups should be emptied into a bright fire or [*unclear*: int] the pan of the water-closet, but never anywhere else, [*unclear*: a] especially not into the dust-heap. Out of doors a [*unclear*: pock] handkerchief may be used, but all soiled handkerchiefs should be boiled for at least five minutes when they are being washed
- The room in which a consumptive lives, by day or by night, should be well aired, and the windows should be thrown wide open [*unclear*: sa] soon as the patient leaves it. The windows should always [*unclear*: no] kept a little open at the top, both by day and by night. The [*unclear*: chiu] neys should not be stopped up, but should be freely open for the passage of air. The floors of the room should be kept very clean, and great care should be taken that no dust remains upon them. They should be cleaned with a wet cloth.
- Consumptive patients ought to sleep by themselves.
- Mothers who are consumptive should not suckle their children and should not themselves make use of the children's feeding bottles, cups, spoons, &c.

These suggestions are not alone made for the benefit of [*unclear*: sufferer] from consumption, but also in the interests of the family, for by adopting these means the spread of consumption may be prevented.

To these should be added one that all cups, glasses, forks, spoons &c., used by phthical patients should be carefully scalded.

Such a history as the following is not uncommon:—A [*unclear*: m] working in a close office with two or three others develops phthisis. While he is able, for many months, he continues his work. He is troubled with a cough, and often spits on the floor while at work; the sputum dries during the day, at next morning the office is swept out, with the result that the dust is stirred up, and with it also the germs of the disease. When he and his fellow workers come to the office in the morning, they inhale or swallow the germs which are floating about in the atmosphere, and then, after a longer or short time, one or more of his companions develops the disease.

Syphilis, also, ought to be considered as a highly contagious disease, which has not only a serious effect on the diseased person but is also transmitted to his offspring. But sentiment and shame will prevent the notification of syphilis. Therefore, with a view of lessening the amount of syphilis in the country, I would finally urge the enforcement of the Contagious Diseases Act.

I have brought these views forward because their adoption would tend indirectly to reduce an already low death-rate; and I also bring them forward as a medical man, whose duty is to cure disease when possible, to prevent disease when possible, and to stamp out disease if possible.

This population of New Zealand, which is about 672,265 people, has to bear a National debt of £638,874,491, amounting to about £57 8s. 10d. per head, but this will not appear to be very great, when you consider, as the Agent-General has pointed out, that this debt would be disposed of by the sale of the Railways in New Zealand, which are almost entirely the property of the Government.

The value of the imports including specie into the Colony amounted in 1893, to £6,494,279, whereas the value of the exports amounted to £8,557,443. The chief exports are Wool, Gold, Frozen and Potted Meats, Butter, Cheese, Kauri, Gum, &c.

With regard to taxation, I may say that there is a—

- Land Tax on actual value of land;
- A Progressive Land Tax;
- An Income Tax, which is also Progressive;
- A Tax on Companies;
- Indirect Taxation through Customs and Excise Duty on beer made in the Colony.

Any further information on Taxation may be obtained from the Official Year Book of New Zealand.

Education is free and Secular at the Public Schools of the Colony, and all children between the ages of 7 to 13 are compelled to attend. They are taught reading, writing, arithmetic, history, English grammar and composition, geography, history, elementary science, drawing, object lessons and vocal music; girls, in addition are taught sewing, needle-work, and the principles of domestic economy. For all boys also there is provision made for military drill.

I have here a map of the North Island which shows its irregular outline; the two principal cities are Wellington the capital of the Colony situated on the border of its fine harbour at the extreme South of the Island

(it is said of Wellington that it has no climate but that its climate is a series of samples, well gentlemen I can certify that some of the samples are particularly good) and Auckland, the Naples of the South, situated in the bight of Hauraki Gulf and well sheltered by numerous islands, with a climate which for nine months of the year is simply perfect. In the centre of the island is a large lake, Taupo, which is in width and length about 20 miles. Around Lake Taupo is a vast tract of barren scoria country; 40 miles north of Taupo is Rotorua, the centre of the remarkable Hot Lake district. All over the Island are numerous mountain ranges, the mountains ranging from 1,500 to 4,000 feet in height, but there are three notable mountains which attain a greater height. Steaming Tongariro with its little cloud [unclear: o] vapour overlaying it rises as a group of volcanic cones to the height [unclear: o] 7,515 feet. The cones are still active and emit with much force and noise large volumes of steam, intermixed with strong smelling and pungent vapours. It is said that owing to the pungency of these vapours it is inadvisable for Alpine climbers to approach the edges [unclear: o] the crater.

An extinct volcano, snow-capped, the walls of the crater sloping ice-bound to a lake at the bottom some 300 feet below the [unclear: edg] Silent Ruapehu looks down on his steaming companion fro[unclear: m] height of 9,100 feet. The third high mountain is Mount [unclear: Egmont] which also is a snow-capped extinct volcano, rising as a perfect [unclear: con] from the plains of Taranaki, to a height of 8,300 feet. Besides the mountainous features of the country, there are vast tracts of undulating country and extensive plains. The whole Island is well watered by numerous rivers and streams. Some of the rivers are navigable [unclear: fo] short distances by small steamers.

In this map of the Middle Island, you will see that the [unclear: Southe] Alps run down from North to South rather to the West Side of the Island; the highest mountain in the range is Mount Cook, 12,349 feet high. There are several other summits which reach to altitudes varying from 10,000 to 12,000 feet. These high peaks are covered with perpetual snow, and on both sides of the range are extensive glaciers, the largest being the Tasman Glacier which is 18 miles long by 2 wide. In the Middle and the Southern portion of the island are several large lakes of great beauty, and in the extreme South West are the [unclear: magnifie] fiords or sounds. In every part of the island are numerous rivers and creeks. The chief towns are Christchurch, Nelson, the garden of New Zealand, Dunedin and Invercargill. In both islands large area[unclear: s] land are covered by fine forests.

The climate of these islands resembles very much that of [unclear: Gre] Britain, but it is warmer and more agreeable, the extremes of daily temperature varying throughout the year by an average of 20 per cent only. The temperature of the North Island is higher than that of the South. London is 7° colder than the North and 4° colder than the South Island. The mean annual temperature of the different seasons for the whole year is in spring 55°, in summer 63°, in autumn 57° and in winter 48°. The daily range of temperature is greatest in the summer and least in the winter, and the hottest days in summer are followed by cool, pleasant evenings. The average difference between the mean temperature of the warmest and coldest months is 17°.

On the West Coast the climate is more equable than on the East Coast, and the rainfall is greatest on the west and north-west aspects of the islands, and on the West Coast of the South Island is very considerable, amounting to 125.94 in some places. In the northern parts of New Zealand the rainfall is twice as great in winter as it is in summer, but in the South Island it is distributed more equally over the year.

The prevailing winds are north-westerly, followed by south-westerly, with an occasional southerly burster. A fine day with a light southerly wind is most exhilarating.

The chief amusements in the Colony are:—

- Horse-racing.
- Yachting and boating.
- Alpine climbing. Since I left the Colony Mr. Fitz-Gerald, of the Alpine Club, has mounted to the summit of Mount Cook; he can claim to be the first to have performed this feat.
- Deer-stalking. In the Wellington Province, in 1894, during the first week of the season, fourteen heads were secured, one having 18 points, two 18, eight 12, and three 10. The stags were said to be numerous, but shy, and difficult to stalk. The Wellington Acclimatization Society request that no stags carrying fewer than ten points be shot. Deer-stalking can also be had in Otago.
- Trout-fishing.
- Sea-fishing.
- Quail, pheasant, pukaki, wild duck and swan shooting.
- Cricket, lawn tennis, football, and golf.

Now, gentlemen, let us go to Rotorua, the centre of the strange hot lake district.

This district covers a distance of 50 miles in length and 20 in width, and an area of about 600,000 acres, some 1,000 to 2,000 feet above the sea level. Rotorua, with its numerous hot thermal springs, its geysers and mud volcanoes, its green, yellow, and blue lakes, its terraces of silica, is a part of New Zealand that no tourist should fail to visit, and to anyone suffering from the effects of overwork I know no place where he will get

greater pleasure and benefit than he will at Rotorua and its immediate neighbourhood.

Then the Government have established a hospital, which is in charge of a medical man of long experience, and whose knowledge of the therapeutical value of the waters is second to none, and all patients who go to Rotorua for the benefit of their health ought to consult him, before using the baths, as to which is the best bath for their particular ailment.

The mineral waters of this district are classified from analysis made in the Colonial Laboratory under the following groups:—

- Saline, containing Na Cl.
- Alkaline, containing carbonates and bicarbonates of soda potash.
- Alkaline silicious, containing much silicic acid, but changing rapidly on exposure to the atmosphere, and becoming alkaline; these, on cooling deposit silica, and so form the terraces.
- Sulphurous, containing sulphuretted hydrogen and sulphurous acid.
- Acidic, containing an excess of mineral acids, such as hydrochloric and sulphuric acids.
- Muddy waters; mineral waters are here mixed with a pasty clay. It is an acid mixture, rich in sulphuretted hydrogen.

The chief medicinal baths are:

- The Priest's Bath, Te Pupunitanga.
- Madame Rachel's Bath, Whangapipiro, cooled to any temperature.
- The Painkiller Bath.
- The Coffee-pot Bath.
- Hineman or Stonewall Jackson's Bath.
- The Blue Bath, a warm swimming bath.
- Cameron's Bath.

I have had printed the analysis of the baths which seem to be the most efficacious in the treatment of disease, and I have also had printed the analysis of Puriri Water, which I have found most useful in the treatment of gout. I know of one instance where a gentleman had had for many years at least one, often two, attacks of gout during the course of each year and was thereby incapacitated from work for longer or shorter periods of time. He had had all kinds of treatment from many different practitioners but for some years now he has not suffered at all, and he attributes his freedom from gout during that time to the fact that he drinks this water daily, the only other treatment he adopts is that of having a Turkish bath once or twice a week.

"Te Pupunitanga," commonly known as the "Priest's Spring and Bath"; aluminous and strongly acid (reaction acid).

"Whangapipiro," commonly known as "Madame Rachels's Bath"; saline waters with silicates (reaction alkaline).

"Te Kauwhanga," commonly known as "Cameron's Bath;" hepatic, feebly saline, with excess of acid (reaction acid).

"Puriri," about ten miles from Grahamstown.

The diseases which I have seen benefitted by these baths are—Scabies, Ringworm, Alopecia, Sycosis, Eczema, Psoriasis, Neuralgia, Sciatica, Lumbago, Rheumatism, Gout (when diet is also attended to), Anæmia and Amenorrhœa, Ozœna, Chronic Laryngitis, Leucorrhœal discharges, Pruritus Vaginæ, Ulcerations of Cervix, Endo-Cervicitis, Hæmorrhoids, Anal Fissures, Cystitis, Paraplegia after Diphtheria. Patients who are suffering from overwork are much benefitted by a trip to the hot lake district, as also are those who suffer from functional liver disturbances, to whatever cause they may be due. But there is one class of patient who ought not to go to Rotorua, and that is the phthisical. I have known of severe hæmoptysis coming on in phthisical patients who have visited the district.

Without in any way disparaging the climate of England, and while I know that many phthisical patients recover without leaving this country, yet for several reasons I am persuaded that, in the majority of cases, a trip to, and a sojourn in New Zealand, is a very great advantage. In the first place the change and long sea trip improve the general health and restore power to the weary phagocytes to continue the fight against the invading bacillus; secondly, when on a patient the tubercle bacillus has placed his mark, that patient may be considered to be in the position of having a favourable nidus for its growth and development, and by remaining in an overcrowded country he is much more likely to take in by the lungs, or by the intestinal canal, fresh quantities of the poison, than he would in a country where there is a small population and plenty of fresh air.

Now with regard to tubercular disease in the Colony. The death rate in 1893 was, according to the Registrar-General, from—

Of this number, especially under the head of phthisis, many of the deaths occurred, no doubt, in cases sent to the Colony in advanced conditions of the disease. There are many individuals in the Colony who have come out suffering from phthisis who, having regained their health, have decided to remain in the Colony, and there

are also numerous examples where, after regaining their health, they have returned cured to the old country to resume their occupations. A friend of mine, when a student at a London hospital, developed phthisis. He was sent by Dr. Fagge to the Cape, where he improved; he then returned to the hospital, but after six months broke down again. He was carried on board a P. and O. vessel with high fever and other symptoms. During the voyage he improved, and on his arrival in New Zealand he was able to get about. He lived in Wellington for five years, where he slowly and steadily gained strength, and eventually, after having had several severe attacks of hæmoptysis, got quite well. He then finally returned to his hospital, qualified, and has been practising in England for the last five years.

Before mentioning the class of people who will derive benefit by coming out to the Colony I should like to mention the chief routes by which people travel, as, in my opinion, it is important that a medical man should advise the route which will give the patient the greatest benefit.

- *The Long Sea Trip in a Sailing Vessel.* In this case a person is at sea for three months. A portion of the time is spent becalmed in the tropics; a month or more is spent, also, in bitterly cold and rough weather; the food on board is not fitted for any kind of invalid, and these vessels do not all carry a doctor.
- *The Direct Route by Steamer,* either by the Shaw-Saville Line or the New Zealand Company's steamers. These vessels have every comfort on board, and take about forty-two days to accomplish the voyage. They call at Teneriffe, the Cape, and perhaps Hobart, so breaking, to a certain extent, the monotony of the passage; but for the last three weeks of the voyage the weather is often rough and cold; snow and hail are not uncommon, and the rapid changes from one climate to another, especially after leaving the Cape, are very trying. At the Cape the climate may be tropical, and then within three days there may be intense cold, with snow or hail. These steamers carry a medical man.
- *The Suez Canal Route,* by Peninsular and Oriental or Orient line of steamers. These steamers are very comfortable; they also carry a medical man. The journey is more like a pleasant yachting expedition. The changes in climate are slow and gradual. They are never at sea for more than ten days at a time, and touch at several places of interest, such as Malta, Port Said, Suez, Aden, Colombo, Albany, Adelaide, Melbourne, and Sydney. At Sydney there is a change to the Union Line, and by their steamers the passage to Auckland or Wellington is made. It is better not to travel by this route during the hottest months of the year.
- *Across America.* To America by steamer, across the continent by rail to San Francisco, thence by steamer to Auckland, calling at Honolulu. The Canadian Pacific route may be mentioned in addition.

The class of patients who will derive benefit from coming out to the Colony are:

- Those who have been more or less from childhood delicate, and who, under the strain of overwork, have shown a tendency to break down in health, but who have no organic disease. This class may travel by either route, but the best would be the long sea trip by sailing vessel or steamer.
- Those who have made a tardy convalescence after such diseases as measles, scarlet fever, diphtheria, typhoid fever, pneumonia, pleurisy, empyema, etc. To these I should recommend either the direct route by steamer or the canal route.
- Those whose parents, one or both, have had phthisis, or of whose brothers or sisters, one or more, have developed phthisis, but who have had no positive signs of disease themselves. The direct route or Suez Canal.
- Those who have distinct phthisis in its earlier stages; such as consolidation at one apex of the lung, with or without loss of flesh. Direct route or Suez Canal.
- Those in whom the disease is further advanced; where there is breaking down of the lung tissue at the apex of one lung, with loss of flesh, night sweats, rise of temperature and slight hæmoptysis. Suez Canal route.
- Those in whom the disease is more advanced; where one lung is more extensively diseased, with the formation of cavities, copious expectoration, fever, and other symptoms. Suez Canal route.
- When both lungs are affected slightly, but where there does not appear to be any strong family predisposition. Suez Canal route or direct steamer.

Where there is a strong family predisposition, phthisis is a more deadly disease. Such patients ought to be treated gently and should always be sent by the Suez route, the changes of climate by the other routes being too severe.

Where the disease is very advanced in one lung and where the other lung is also touched, or where both lungs are extensively diseased, if really wise to send them anywhere, it is better to choose some health resort nearer homo. It has often happened to me to be asked to visit a patient on his arrival, and I have found him in a hopeless condition. He has been sent out by one of the direct steamers, the discomfort of the last 8 weeks of the voyage, through the cold and rough weather, has added to his misery; and when he arrives in the Colony he does not know where to go. As the hotels do not care to

take him in, he has to put up with indifferent lodgings or to be sent to the hospital. He has no friends around him and is absolutely dependent on strangers. For a longer or shorter time he leads a miserable existence until relieved of his sufferings by death.

- Patients who are liable to frequent attacks of bronchitis derive benefit by coming to the Colony and often lose entirely their tendency to the disease.
- Those who are subject to attacks of acute tonsillitis often lose the tendency to recurrence.

It may be asked: Does consumption attack people in the Colony? Certainly it does.

- Amongst the Maories there has hitherto been the neglect of every law of hygiene; consequently they are attacked by the virus.
- Many Europeans are also neglectful of hygienic laws.
- Many phthisical subjects come out and get rid of the disease, marry and have children. An infected friend or stranger comes out, and—"fellow feeling makes us wondrous kind"—this friend or stranger is admitted from sympathy to our house, and either improves, dies, or, after a time, changes his abode, leaving behind him the legacy of his invisible enemy. After a time a child is attacked by measles or whooping-cough, the health is undermined, the barriers of defence are weakened, and the bacillus strikes.

To those phthisical patients who determine to try New Zealand as a health resort I should recommend the following places as suitable to dwell in:—

In the North Island.

- Russell.
- Whangarei.
- Auckland and its suburbs.
- Tauranga.
- Napier, Kuripapanga, and Erewhon.
- Manawatu district.
- Palmerston, North.
- Wellington, Paikakariki, and Featherstone.
- New Plymouth.
- Wanganui.

South Island.

- Nelson.
- Kaikoura.
- Fairlie Creek.
- Naseby.
- Palmerston South.
- Queenstown.

Speaking generally, the North Island is the better place in the winter months and the South Island in the summer months. To those who want to remain in the North Island all the year round I should recommend Kuripapanga or Erewhon for the summer months, and Napier in the winter. Kuripapanga is a two days' coach journey from Napier. It is situated in the mountains, about 1,500 feet above sea, and, as a summer climate, is delightful. I have seen patients improve by a short residence there in a wonderful manner.

Again, they might spend the summer months at Featherston or Paikakariki, and winter in Wellington.

For those who wish to spend the whole year in the South Island, Nelson is the best place; but, if they will spend only the summer months in the South Island, in my opinion, by far the best place is Naseby, in Central Otago.

To a patient who makes his health the first consideration, and is determined to rid himself of the disease if possible, I should recommend Naseby as a summer resort, and for the winter I should advise him to go to Russell or Auckland and its suburbs or Tauranga: or, better still, to take a trip to the Cook Islands, and spend a couple of months pleasantly visiting Rarotonga or Mangaia, or Aitulaku. I believe repeated changes do phthisical patients more good than remaining in one spot. Patients who come out for their health ought to be prepared to spend eighteen months or two years in the Colony, and during their sojourn they should continue treatment.

Another important practical point in sending phthisical patients out is to recommend them to have a two-or

four-berthed cabin to themselves. It is wrong for a phthisical patient to be put into a cabin with a healthy person, and, moreover, the owners of the steamer ought to be informed that the patient is phthisical, and advised that, at the termination of the voyage, the cabin should be thoroughly disinfected and repainted.

With regard to clothing in the Colony, every person should be advised to wear flannel or woollen underclothing.

To all of you, especially those who are constant visitors to the out-patient departments and wards, the picture of the tardy flight of syphilis from the presence of mercury is familiar, and I am glad to say, that, as far as my experience goes in the Colony, where Mercury has as his faithful allies abundance of good food and fresh air and a warm and equable climate, the rout of syphilis is accomplished in a shorter time and very effectually. I certainly think that a trip to New Zealand would be beneficial to many who suffer from syphilis.

Every four or five years we have a severe epidemic of measles. This is probably not because the disease is of a more virulent type in those years but because at the end of every four or five years there are a larger number of susceptible individuals and also that this is a disease where there seems to be less immunity to subsequent attacks than in other diseases of the same nature, it is not uncommon to find people who have had measles even two or three times.

Measles is a terribly fatal disease amongst the Maories. The mortality from measles in 1893 was 511 individuals. In the same year diphtheria claimed 128 victims, and typhoid 128, cancer 332. Hydatid disease is fairly common but not so common as in Australia. Typhus, small-pox, hydrophobia, are unknown.

New Zealand is a bright and happy country, a healthy and wealthy country, in so far as there are no really poor people. It is a prosperous and an interesting country, and any man with a profession, trade or occupation who is determined to work will get on, the man who has learnt no special occupation will not find it so easy. Domestic servants usually find it easy to obtain employment, but if you should be asked for what kind of emigrant the Colony is most fitted you may certainly say the agriculturist and pastoralist, those who will take up land and settle on it. This class of people can get land up to 5,000 acres from the Government on easy terms, and a man with a wife and family, who will go and take up land and work it himself with his family, will agree with the words of H. Russell's song, that it is a country

*"Where children are blessings, and he who has most
Hath aid to his fortune, and plenty to boast,
Where the young may exalt and the aged grow old."*

(After the paper I was able to show sixty lantern slides which had been kindly lent me by the Agent-General.)

The Conscience: Its Nature and Origin.

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By William W. Carlile,
Woodville, New Zealand.

1. IN any matter of investigation, it is a great point gained to have obtained a clear idea as to what are the precise problems to be investigated. Kant's most conspicuous service to ethical science consists in his having secured a practically universal recognition for the fact that one of the things that any theory of the nature and origin of the conscience must account for is the absence of all consideration of personal consequences, in this world or the next, in action that can claim the sense of duty as its motive. Cudworth, indeed, in his day had entered a protest no less emphatic than Kant's against such conceptions of duty as Paley afterwards set forth; but it is due to Kant that they can never in their bald and undisguised form, at any rate, be set forth again. While, however, the mercenarian theory, as regards its application to a future life, is very properly scouted by most ethical writers at the present day, another variety of the same theory—Mr. Spencer's—which maintains that it is the experience of rewards and punishments accorded in this world during many generations to right and wrong action respectively that has evolved the conception of duty, is one that is very widely accepted.

2. Before going into special questions affecting the Moral Faculty more in detail, it will be well to draw attention to the nature of the general psychological hypothesis that such a contention postulates. It postulates the possibility, in psychology, of transformations that follow the analogy of chemistry; metamorphoses which we can observe, but which we cannot so much as attempt to understand. The two Mills, in express terms, put forward such a hypothesis, and thus arrived at the conclusion that, in mental science, every mystery which could not otherwise be solved could be adequately explained by the formula that it was the result of

"inseparable association." In chemical investigation, however, our situation as regards the subject-matters that we deal with is very different from that which obtains in reference to the matters of psychological investigation. We know that the mixture of oxygen and hydrogen has been transformed into water, because we have the water still in the same jar in which the gases were, and because we can transform it back into the gases. In mental change, on the contrary, such connecting links between the phenomenon in its old form and in its new, supposing transformations to take place, are altogether wanting. We are left thus without the means that we possess in chemistry of discriminating between the transformations of one thing into various shapes, and the mere sequences of things that, in themselves, are entirely different. Hence, to admit explanations of psychological problems based on the analogy of chemical change would be really to give up psychology, and with it the scientific treatment of politics, history, or literature, altogether. Such a concession would, at once, open the floodgates to a deluge of paradoxes and absurdities. There would then be no such thing in mental science as the *reductio ad impossibile*. No conceivable statement could be so preposterous that it would be, at once, and of necessity, rejected. We should have to admit that it was quite possible that plurality and totality were the same thing as truth and goodness, that pleasures and pains might be nothing but flexions and extensions of the muscles, that Mind and Will might be merely the dummies of a conjurer, put forward to attract our attention, while what we imagined them to be doing was really being done by other agencies altogether. Every assertion, indeed, would be, for us, alike possible and alike meaningless.

3. It will not, however, I imagine, be denied that there is such a thing as the *reductio ad impossibile* in mental science, and it is worth while to examine, for a moment, in what circumstances its application is possible. Though we think of it as a special form of argument, it enters, in physics, into every process of reasoning by which any general truth is established. What Mill lays down, in regard to Deduction, is true of all reasoning. It always comprises an Induction, a Ratiocination, and a Verification. What we call the *reductio ad impossibile* is simply the contrary of the Verification. It is the refutation of a false induction by direct comparison with fact. The inductions of physics have, no doubt, an immense advantage over the inductions of the subject sciences, in the tangible and palpable nature of the facts, by comparison with which they can be tested. The latter must, however, be capable of being, in some sense, tested by comparison with fact also, otherwise our best established psychological truths would be no truer than the idlest fancies. At the same time, when we look into the matter, it is not altogether obvious, on the surface, what it is, in mental science, that corresponds to fact in physics. If any one contends that the specific gravity of lead is not greater than that of water, I can drop a piece of lead into water and let him see for himself that it is so. Even here, of course, there is the all-important postulate that he and I mean the same thing by lead, by specific gravity, and by water. We cannot adequately define either lead or water, but we have another resource for making certain that there shall be no mistake nor misunderstanding on that point. We can point them out, and in pointing them out and observing their interaction, we can practically point out what their specific gravity means also. If any one should give vent to some psychological absurdity, such as, for example, that Hope is a disagreeable emotion, we cannot deal with him in the same simple fashion. I can appeal to my consciousness, and say that I do not find it so. If he appeals to his consciousness, and says that he does, it might seem at first sight that there the matter must end. A recent school of psychologists, indeed, who profess to be more scientific than the rest of us, do, as a matter of fact, contend that further controversy in such circumstances is impossible. If, however, the world generally accepted that view in all parallel cases, then literature in many of its forms—all newspaper literature, for instance—would come to a stand-still. All controversy that is not controversy about physical facts must be controversy about mental facts. We cannot, indeed, indicate and exhibit examples of Hope and of the Disagreeable Emotion as we can examples of Lead and Water. As, however, psychological controversy, in one form or another, is one of the great facts of the world, it is quite certain that we can achieve, more or less perfectly, the same end in some other manner. What we have to inquire into therefore is, How is it that, in psychological inquiries, we can make certain that the things which are the subject of our inquiries are the same? That we can do it somehow or other is quite beyond question. What is it that, for instance, fixes the identity of the concept "Hope," regarded as the concept of different minds? We know what fixes the identity of a leaden bullet as between the perceptions of one mind and those of another. It is the physical fact that I can lay my finger on it, and that you cannot lay yours there while mine remains there. As regards Hope, we have no resource analogous to this to fall back on. What resource have we? When we are asked what lead is, as I remarked, we can point to a specimen. When we are asked what hope is, we can, perhaps, answer: it is the sentiment of the shipwrecked sailor when an approaching vessel appears in sight. That is to say, we can narrate a series of events which never fail to generate "hope," and can tell our interlocutor that he can know "hope" as being the sentiment that such a series of events generates. It seems thus that the citation of the circumstances on which some mental phenomenon is unfailingly consequent is that which, in psychology, stands in the place which actual indication occupies in physics. We learn the meaning of lead originally by having it pointed out to us. We learn the meaning of "hope" originally by having the circumstances that generate it narrated to us, and

by being told that it is the emotion that they generate. It is thus obvious that, in psychology, the oral sign has a *double* function to perform; it has to perform the function that it performs in physics, and also the function that in physics is performed by indication. The appeal to fact, in psychology and the cognate sciences, can, therefore, be really nothing else but the appeal to the natural unstrained meaning of the oral signs made use of. This appeal, though its validity has never been formally recognized, is made on every page in all metaphysical controversies. It is made whenever a general statement is tested by its application to an individual instance. The natural meaning of such words as "Causation," "Object," "Quality," "Identity," is, in metaphysics, our datum and our starting-point; and is also, from another point of view, like the facts of physics, that which we have to explain and to account for. To assume the right, as Hume does, to call the same thing an "object" on one page and a "perception" on the next, is to assume the right to disregard all that we can have in the shape of fact to build upon, and means consequently to construct our philosophical systems in mid-air.

4. These considerations, it seems to me, put it beyond all question that, in psychology, causation, in order to be perceptible to us at all, must be intelligible. It must follow the analogy of mechanism, not of chemistry. We must be able to see the cause in the effect, as we see the pressures in the direction of the sides of the parallelogram, in the motion that takes the line of the resultant. If we do not see the cause in the effect, it is hard to see how we can ever recognize it to be the cause at all. An explanation that postulates a metamorphosis in which the new product has nothing in common with the old, is, in psychology, simply equivalent to no explanation at all. Who is there that will contend that the hate of Achilles for the man "with one thing on his lips and another in his heart" had in it anything in common with the desire of reward or the fear of punishment? If it had not, however, it is useless to tell us that the one was evolved from the other. Such an explanation is one that we could never have any reason for believing to be the true one. We might as well say that his hatred of lying seemed to us to have been evolved from the sense of humor, or from the circulation of the blood. The one description of statement is not a whit less verifiable than the other.

5. Putting aside, then, the theory that such a mental phenomenon as the conception and obligation of justice is derived either directly or indirectly from the fear of punishment, we have the problem before us—what is its nature and what is its origin? Even if, as regards the latter, we should agree that it is something ultimate and unanalyzable, there would still be many questions left to answer. Are we to view it under the category of a sense perception—the Moral Sense, as it is often called—or, with Cudworth and with Kant, under the category of Reason? The latter conception appears *primâ facie* to be so far the right one that the alternative view of it, as a sense, would leave us altogether at a loss to account for the fact that, in Jurisprudence, as well as in the more special province of Ethics, questions as to the justice and injustice of individual actions are decided by processes of thinking, to all appearance, perfectly analogous to the processes by which we decide as to the truth or falsity of individual assertions. If, however, we view it as Reason pure and simple, we are viewing it as a lever without a fulcrum. In speculative thought, the process of ratiocination has always something to work upon that is not the product of reason itself, and so it must surely be in ethical thought. Reason aids us to ascertain what is true and what is false, but it does not give truth or falsity their meaning. In the same way it aids us to ascertain what is just and what is unjust, but assuredly it does not give justice and injustice their meaning. What is it, we may ask, that in each case does?

6. The difficulty of understanding what truth is, as contrasted with falsity—one of the long-standing problems of Metaphysics—will perhaps be simplified for us if we reflect that it is a wrong conception of words and their meanings to imagine that they were made for us to think by. Their primary object was the communication of knowledge between man and man, and their primary meaning must therefore always imply the facts of intercourse. The child gets his first conception of truth when he gets his first conception of falsehood. To begin with, he believes every statement that he understands. Presently, however, some statement is made to him which future comparison with fact falsifies. He is told, let us suppose, that on opening the door of a certain room he will see a ghost. He opens it and sees none. This gives him his first conception of what is false, and with it his first conception of what is true as contrasted with it. From this out, the notion of the true always emerges when an anticipation corresponds with fact, the notion of the false when it fails to do so. These conceptions of truth and falsity thus originally derived from the facts of intercourse are soon extended to the facts of inference. Tasting sugar, he infers that white powders are sweet; tasting salt, he is pulled up by a contradiction, and has to correct his over hasty generalization. Thus we proceed from the first rudimentary inferences of infancy to the latest discoveries of science, framing our hypotheses on the analogy of observed facts, and either correcting or confirming them by comparison with other facts. The process is always from narrower truth to wider truth. Hence it is possible for us to have a perfect and quite unhesitating assurance as to what is true and as to what is false in individual instances, while, at the same time, no one has succeeded in the task that many have attempted, of framing a universally applicable criterion of truth and falsehood generally. Kant's question, "What can I know?" seems to involve a contradiction in terms. It assumes the possibility of deciding as to what we can know to be true before we know what it is that is in question. Among the things, at

any rate, which he decided that we could not know, was the law of the evolution of species, which it is the great triumph of biological science in our age to have established. Mill, too, who had his own criterion of what we can know, so applied it as to class the undulatory theory of light, a theory now as firmly established as gravitation itself, among the matters which lie beyond the scope of human inference. Thus the difficulty or impossibility of framing these universal criteria is not confined to Ethics. It is just as applicable to the case of truth and falsehood as it is to the case of right and wrong; and thus the fact of its existence need no more tend to invalidate, in particular cases, our judgments as to what is right and what is wrong, than it tends in particular cases to invalidate our judgments as to what is true and what is false.

7. Returning, however, to the ethical question on which we are immediately engaged, we have seen what it is that gives truth and falsehood their meaning; what is it, we have to inquire, that similarly gives justice and injustice theirs? Unquestionably the man who, to his own detriment, avoids an action simply because it is unjust must, as Kant strongly puts it, be held to have avoided it altogether for its own sake, and not even in any remote or indirect fashion, from the thought of any "hypothetical imperative." If it should appear even that he has avoided it from such a consideration as his fear of the disapproval of those whom he loves on earth, or of a God whom he reverences in heaven, his motive, no matter how creditable to him, is still a motive widely removed from the pure sentiment of duty. It is only when the inner law, "Thou shalt not," enforces its edict without any hint of consequences, that he is animated in the true sense, by the sentiment of moral obligation. That a law can enforce itself without a hint of penalties in any shape, in case of disobedience, was a phenomenon that justly excited the awe-struck wonder of the philosopher; and the fact will still always remain a marvellous one, even if it admits of something further being said in the way of its explanation.

8. The analysis of the facts of volition, a subject which has largely occupied the attention of psychologists, has made the doctrine familiar to us, that before any conscious act of a human being can become a fact of the outward world, it must have existed as a representation in the mind that contemplates its performance. It is further a psychological doctrine that may be regarded as well established, that the conception of ourselves is primarily moulded on the conception of our fellows, and not conversely. The earlier mental fact is the recognition of the personality of others; the later, the recognition of our own. There is a stage, indeed, in the development of baby life when the child naturally speaks of himself by his proper name. He will say, for example,

The illustration is Mr. Sully's.

"Charles is going out for a walk," instead of "I am going out for a walk." It is only later that he elaborates a signification for "Me and I." Plainly, then, we should naturally expect to find all the incidents of the conception of external personality, in some way or other, applicable to our own; and we do thus find such mental phenomena as self-pity and self-distrust manifestly modelled on the pity or the distrust that is ordinarily directed by us towards others. Bearing this in mind, let us glance at the phenomena of resentment and gratitude, and at the nature of their possible reflected application. Suppose the child receives an unprovoked or treacherous blow from one of his fellows, a double reaction will result, one or other aspect of which, according to the idiosyncrasies of his nature, will predominate. On the one hand, there will arise the dread of receiving another such blow, and the thought of how to escape it or to guard himself against it. From this, no doubt, nothing but hypothetical imperatives can ever be evolved. On the other hand, however, there will arise the impulse to punish the offender, and with this, I think, it will be found that the case is otherwise. Our difficulty, indeed, in conceiving how it is possible that the inner law can enforce itself without the threat of consequences is due, we may find, to our leaving one whole side of our emotional nature out of account. This impulse to punish an offender extends far beyond the limits of humanity. It characterizes, as we know, the mental reactions of most of the higher quadrupeds and birds, and it has its analogies far down in the lower world. Returning, then, to the conscious act, let us suppose that we are tempted to obtain some advantage for ourselves by betraying the trust reposed in us by another. Necessarily we represent ourselves as doing the contemplated act before we do it; necessarily, also, our self-representation is made, if I may so put it, *sub specie alius*. Does it not follow, therefore, that the anger that such an act would arouse if done by us to another will, in some shape, emerge, in respect of ourselves when contemplated as about to do it to another? In all this there is no thought of consequences; merely the contemplated act is presented, and the sentiment of indignation, perhaps of hatred, towards the perpetrators of such acts, whoever they may be, is aroused. The sentiment may, of course, be overborne by other considerations, and the act be still perpetrated in spite of it. Mechanics, however, also familiarizes us with the conception of a cause, not only existent, but fully effective, though to all appearance its effect is overborne by some other cause. The transformation of resentment, become impersonal, into the sense of justice, the voice of conscience, the pangs of remorse, is no doubt a transformation that is not at the first glance obvious. It is not, however, one of the chemical type, but one of the mechanical. We need postulate, for it, no metamorphosis that is involved in insoluble mystery. The very meaning of remorse is self-hatred; its very etymology implies such a meaning. We can arrive at our conclusion deductively. The known facts of

ante-volitional self-representation, together with the known fact of the emergence of anger at the experience of injuries, form a *vera causa*, a cause whose effect we must seek for somewhere. We find it plainly in the Categorical Imperative, in the simple "Thou shalt not" that meets us when we contemplate doing ourselves that which we should resent as detestable if done to us by others.

9. One of the weakest points in the Kantian theory lies in the fact that it takes account of nothing but negative virtue. The man or the woman, indeed, who deliberates, but eventually does right, appears, in his system, to be viewed as occupying a higher plane of morality than the simple noble nature that never entertains a thought of baseness. His moral law—a law pure and simple—may give us the line that must not be transgressed, but leaves the sentiment that we entertain towards the conspicuously noble and heroic altogether unaccounted for. As the explanation of the prohibitive aspect of the Conscience is to be found in the transformation of resentment, so, I think, the explanation of its positive aspect, of the approval, carried to any pitch of enthusiasm, that we accord to virtue, is to be found in the transformation of gratitude. If another helps us in our time of need, and if our nature is not altogether base, the hope of returning the good offices received, takes its place among the purposes of our lives. If we see a bystander assisted, in his time of need, by a third, a modified form of the same feeling emerges, which we call admiration or approval. If we ourselves perform good offices to others, our own approval is necessarily reflected on ourselves. The same principle, plainly, that makes us condemn the treachery of a Clytemnestra, makes us admire the self-devotion of an Alcestis, or the lofty "scorn of consequence" of an Antigone.

10. We have been led by one of the greatest of our poets, and perhaps the greatest of our critics of the Victorian era, to adopt, as regards the historical aspect of morality, a sharp antithesis between Hellenism and Hebraism. From the Greek, we are told, we have derived æsthetic refinement and intellectual culture; from the Hebrew, truth and justice. Goethe's Iphigenia, it is often said, is no echo of the thought of antiquity; she is a modern Jeanie Deans in classical costume. Such a conception does scanty justice to our ancient cousins of the common Aryan stock. It suggests, too, the absence of that deep organic connection which assuredly exists between the advance of intellectual culture and the advance of moral ideals, as well as between national strength and national virtue. If the Greek character had really been what such a theory assumes, Greece would never have rolled back the tide of Asiatic invasion, nor, in a subsequent generation, have Grecianized Asia itself. Where is it that we find this absence of the moral ideal in ancient Greece? Not surely in her Philosophy. The strong point both of Plato and of the Stoics, as well, indeed, as of Aristotle, was their Ethics. Not surely in her Drama. It would be hardly too much to say that the Inner Law, the pure Categorical Imperative, has never been so nobly set forth as it was by the tragedian Sophocles. "Nothing," says his Antigone, the maiden who was "to herself a law," "can be so dreadful as not to die with honor." How wide a gulf she discerns between the edict of the Civil Magistrate and

"the unwritten laws divine."

"Immutable, eternal, not like those

Of yesterday, but made ere Time began."

The theme of the "Philoctetes" is the struggle between honor and policy in the mind of the son of Achilles, the hero who hated a lie more than the gates of Hell, and it is honor that, in the end, gains the day. In spite of the casuistry of Ulysses, the type of the Utilitarian statesman, in spite of a case rendered almost overwhelmingly strong by the considerations both of patriotism and of worldly wisdom, Neoptolemus finds himself, in the end, incapable of carrying out his half-perpetrated fraud, and gives back to the obstinate, unreasonable, half-demented hero, the arrows, which he had only to retain to insure victory for his country and unequalled prestige for himself. With admirable truth to nature, Sophocles makes the sentiment of self-hate at the perpetration of a fraud only arise, in its full force, when the fraud is already half accomplished. In the modern self-conscious nature, such sentiments arise earlier. Hence, other things being equal, the advance of cultivation, and, with it, of self-consciousness, must go together with the increased efficiency of the moral ideal as a causal agency. The grandeur of the personages of Greek tragedy is, in the main, an ethical grandeur. The dominant fact is the absence, as a motive of action, of the "hypothetical imperative." Even the ill-fated Polynices, his country's enemy, when he is told of the prophecy of Tiresias, never hesitates, but goes forward to his certain doom, simply because such honor as he has is bound up with his sacrilegious enterprise. Tennyson strikes a note that sounds in unison with that of Sophocles in the words that he puts into the mouth of Pallas Athene.

*"Self-reverence, self-knowledge, self-control,
These three alone lead life to sovereign power.
Yet not for power (power of herself
Would come uncalled for), but to live by law,
Acting the law we live by without fear;
And, because right is right, to follow right
Were wisdom in the scorn of consequence."*

11. It is hardly necessary to say that in a paper like the present, it is wholly impossible to touch on many of the vexed questions of Ethical theory. What has been said, so far, has left almost entirely undealt with the great question of the criterion of right and wrong, except in so far as it has been suggested that it is in the highest degree necessary to discriminate carefully what we think of as such a criterion, otherwise we may find that we have set ourselves to the solution of a problem that is in its very nature insoluble; that we are in search of a philosopher's stone or a formula for squaring the circle. If we ask what is the criterion of truth and falsehood, the answer must be,—there is none universally applicable. If we ask, however, how is it that we discriminate between what is true and what is false in any of the innumerable cases in which, as a matter of fact, we discriminate without a moment's hesitation, we find that what we do, in the last resort, in such cases, is always to appeal to the concurrence of others. What is visible or even tangible to us alone may be an illusion; what is visible and tangible to any one similarly situated is certainly real. When the matter, the reality of which is in question, is something that is not visible and tangible at all, the test is of a much more complicated character. Similarly, in morals, it will be found that while what arouses the resentment or evokes the gratitude of ourselves alone need not necessarily be identical with what we call "bad" or "good," that which would arouse the gratitude or evoke the resentment of any one similarly situated will always be so. If we had to explain to any one who did not know it

Nor, of course, a synonym in any language.

, the meaning of the words "good" or "bad," as applied to any action, we could only do it by narrating to him circumstances in which gratitude or resentment would naturally emerge in the mind of the individual who was the object of the action. We have thus, in such acts, the types of the "good" and of the "bad," as we have in that in the world of sense which exists alike for all, and in that which exists for ourselves only, the types of the real and the illusory. In both cases, these types are the foundation on which Reason rears her structures. Her mode of operation, in each case, too, presents innumerable analogies; or it would be more correct to say, it is the same process dealing with a different subject-matter. We think of the "Ought" feeling as something specially pertaining to Ethics, but "Ought" is the formula of Deduction in speculative truth also. We speak as naturally of what the answer to a sum in arithmetic "ought to be" as of what a man "ought to do" in given circumstances. The basis of all speculative reasoning is abstraction, the singling out of the one salient aspect of the fact that we are dealing with, and the exclusion of all others; similarly the judge, perhaps a Brutus sitting in judgment on his son, must exclude every consideration applicable to his son except such as he possesses in common with every other citizen. Hence the cultivation of the habit of accurate reasoning cultivates, beyond all question, a tendency of thought conducive to just action also. If we inquire on what ground is it that we hold all the innumerable beliefs which we do hold, but which yet can never be verified for us by comparison with fact, we find that, if we hold them with good reason, their ground is this,—that the evidence which we have for them is identical in character with the evidence which we have for the beliefs that are subject to verification. We have arrived at both by methods that are the same. Our ground is the parity of reasoning; and, working on the basis of this parity, we are continually able to widen the scope of the knowledge that we hold as valid. The same thing applies in Ethics. Mill says, with truth, that the possibility of extending knowledge beyond the bounds of observation rests on the fact that there are such things as parallel cases in nature. It was also by means of a parallel case that Nathan was able to bring home to David the recognition of his guilt. Like speculative truth, Ethical truth, by the parity of reasoning, is ceaselessly widening out from its centre. It is the characteristic of both, also, that every increase in the extent of the structure is necessarily accompanied by a more secure establishment of the foundations on which it all rests.

The Most Important Question of the Day. Money and a Domestic Currency for New Zealand.

A Lecture Given by W. Sievwright Esq., barrister & Solicitor.

Price—One Shilling.

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Money and a Domestic Currency for New Zealand.

A Lecture given by W. Sievwright, Esq., to the Knights of Labor, Gisborne Branch, in open meeting, Feb. 25, 1895.

Introductory.

In complying with the request of a number of citizens that I should give a lecture on the subject of "Money and a currency for New Zealand," you will, I trust, believe that on a subject more or less complicated, and supposed generally to be one of difficulty, I am, like most of you, very much an enquirer, and want to know; but I have endeavored to make myself, if possible, master of the facts of the subject, and to think it out, so that I might have sure grounds for my conclusions. And this is very necessary, for every citizen in a country like New Zealand, in which the people are supposed to govern, because clearly our safety lies in the possession by the people of full and exact knowledge upon this as upon all other subjects which concern them socially, morally, and politically.

This question of money probably touches us all more deeply and sharply in every relation of life than any other question. We know, most of us, from personal experience, at the present time how seriously we are affected by what is variously expressed as want of money, tightness of money, hard times, low prices, and want of employment. In many cases the barest necessities of life can scarcely be obtained, and a very substantial part of our working population are truly living on credit. And yet, strangely enough, this is so, although there is in New Zealand a superabundance of the articles or commodities which all require for food, clothing, shelter, and comfort—plenty of beef, mutton, grain, wool, &c. And, more strangely still, this is so, although the people who have such commodities are most anxious to sell to those who require them; indeed they run a great risk of being ruined unless they sell, and sell too at a price which can pay. Just reflect for a moment on such a remarkable anomaly! Why does it exist? There are about 728,000 people in New Zealand, and all the products of the country are produced for the express purpose of being purchased and consumed by those people. The prosperity of the Colony mainly and primarily depends on that consumption. And yet the Colony is suffering acutely from under-consumption, and those necessary and useful commodities which we would all like to have are being largely sacrificed, if not lost, because the people are unable to purchase them. Grain lies accumulating in huge stores, unlike Joseph's in Egypt to be served out to the people when the famine shall come. Cattle and sheep in crowds are eating off their heads in keep for the same reason. So in regard to other products—low prices and no sale.

Absurdity of the Present Position.

That is the position in which the New Zealand producers are at the present time; they are, in fact, hastening to bankruptcy; and all the members of the community, depending for success as they do upon the producers of staple articles, suffer with them.

I am no apologist for the loafer; the hard work of the world has to be done; he who will not work does not deserve to eat. There can be no wealth except by work and labor. You can make money, as the saying is, only by the work of your hands, your body, and your brain. But one is always met with the argument, if it can be called one, of a certain class of Political Economists, or, as I should more correctly call them, Apologists, for existing conditions in monetary matters, who say: "Oh, the causes of the depression, and of all those cares and want, are overproduction, and the extravagant ideas and high living of the people." And yet, in the same breath, they assert emphatically that all that is needed to improve matters is for the people to work more and harder, and to live sparingly and save—in short, that the community should work and produce more and consume less. If, for example, New Zealand has produced a million bushels of grain more than the people can purchase, they argue that the country should produce say another million bushels, and that at the same time the people should save by consuming a million bushels less than they were consuming before. In means that the less of purchasing power the country has, things will come all right, and everybody will be comfortable, provided only a great deal more is produced than before. Arguments like that only establish idiocy in those who use them, because it is self-evident that the mischief arises from under-consumption. The stuff is in the hands of the wrong people. It was produced for consumption, and it ought to be consumed.

Now, it is a natural and a very proper question for any of us [*unclear*: t] ask—Why is this? What can be

done in order to get the products legitimately and honestly, into the hands of the people for whose consumption they were undoubtedly produced? There is plainly some screw loose in our social, political[*unclear*: 1], monetary arrangements when the very object of all production, namely, consumption, is hindered or defeated.

And, in these times of tighness of money, one may well ask whether money, or the want of money, plays any part in this state of matters, and what part, if any?

The Question of the Day.

What is money? Can we have a circulating medium which will help us out of the Slough of Despond into which we are now plunged? Can this colony create such a circulating medium out of its own credit, and for its own domestic purposes, as will enable the people of New Zealand to exchange services and commodities, and deal with each other easily and safely? And would that bring about that which every producer desires—consumption?

I shall endeavor to answer these questions. I should only weary you if I attempted to give you an account of the disputes and controversies of the past (or, for that matter, of the present) on the subject of money and the currency. They are to a great extent stupid and unprofitable; foreign and domestic purposes are not distinguished; many writers were prompted by selfish interests, and to uphold the power of money; many honestly believed, and many still believe, in the worship of the Golden Calf; some preach Bimetallism, saying in effect we are safer to stand on two unsteady legs than on one. One, however, may well ask, Why stand on unsteady legs at all? But I think I am safe to assume that the great mass of the people everywhere are grossly ignorant about money and the currency. And, where that is the case, I need hardly tell you what always happens to such peoples—that is to say, to peoples who do not know, and are not quick to apprehend the meaning of things which are beneath the surface—they are easily imposed upon. That is a result absolutely certain to arise under a false monetary system, which the mass of the people never think about and do not understand.

But if it be examined in a common-sense way, unencumbered with controversial language and disputes about words, the subject of what money is and what money does can be intelligibly explained and easily understood.

What, then, is Money?

It is simply the stamp of the sovereign power, authorised by Act of Parliament, and declared to be good for payment of debts and taxes. That is what is called legal money, or legal tender. It is the stamp alone in which virtue resides, not the substance on which the stamp is put; it is the fiat of Parliament—let the stamp be money and it is money. There can be no other lawful money, no matter how valuable a substance one may attempt to use as money. The stamp may be put upon gold, silver, copper, leather, or paper. They are all effective as money provided they are duly stamped. The substance on which the stamp is put is only valuable just as any other substance is valuable—that is to say, it may or it may not sell well in the market.

Some writers on money endeavor to show that gold money is better than other kinds of money, because the metal is valuable, being comparatively rare, and a country using it is therefore, they say, not so likely to be flooded with inferior money, A gold standard of payment would prevent that, they say. Since 1816, when payments in gold only became law, we have been so constantly told on the Platform and by the Press that gold money is the only "honest money" that one hardly dare say the contrary or doubt the statement. In America you may even hear of gold money being so good that it is called God's money. You may be satisfied of the fallacy of such a statement, but—like Galileo, when threatened with death because he would not retract his assertion that the earth travels round the sun and not the sun round the earth—you may find it uncanny to persist, and may feel under compulsion to accept the statement although not satisfied. It might affect your interests or your pocket to argue the point. But Galileo, you will remember, when he left his tormentors after retracting, said it was true nevertheless. And perhaps you will think with me, before I am done, that we can have honest money without gold; that it is a mistake, and far worse than a mistake, to base our currency on a fluctuating standard like gold; and if you are convinced I trust you will not hesitate to act upon your convictions.

The Gold Monopoly.

Please note particularly that the point which gold-money advocates always contend for is that such money will prevent a country from being flooded with paper money. That is neither a fact nor a sound conclusion; but assuming, for the sake of argument, that there is some foundation for it, cannot that alleged flooding be provided against in another way, and without incurring the great risks and dangers of a gold standard of payments, which all economists admit to be a standard of the most fluctuating kind? If there be any advantages—which, to say the least, is very doubtful—there is the vastly greater risk and danger to the world

from using a valuable and scarce metal like gold as the standard of payments—viz., the risk and danger of monopoly—of the power to hoard it—of the power to control and manipulate a standard which is so limited in quantity compared with the enormous volume of trade and transactions to be paid for in gold. The mint authorities in England give the total coinage of gold in the United Kingdom at one hundred and two million pounds (£102,000,000). And Mulhall and Giffen put the income per year of the United Kingdom at twelve to thirteen hundred millions (£1300,000,000). What is the yearly amount of the turn-over or volume of transactions, which produces such an income, I am not aware, nor so far as I know are there statistics on the subject, but it must be an amount almost beyond conception. We can hardly put it lower than twenty times the income, or say thirty thousand millions of pounds (£30,000,000,000). And yet, according to the Act of 1816, which established specie payments, that immense volume of transactions is based upon £102,000,000 of gold coin, and the law says these transactions must be paid in gold. They are, of course, not so paid in fact, They could not possibly be so paid.

The Fiction of Convertibility.

There is no such thing in reality as convertibility of paper obligations into gold coin excepting to a very fractional extent. The real basis is the value of the property or commodities exchanged. Thus you perceive that the law of 1816 is not framed in accordance with the fact. And, that being so, only one thing is certain—viz., endless uncertainty, and evils which no one can estimate. All calculations made upon a fluctuating basis are upset, and no one can tell how his purchases or his productions will turn out when he has to estimate in a measure of value which varies. One certain evil resulting, as we know from experience, is that, protected by law, those who trade in gold will make the best, of their opportunities. They will work to raise the price of that in which they deal. They will (to use the language of the Stock Exchange) "appreciate gold." This necessarily, as cause and effect, produces a contraction of the currency, with all those accompanying dreadful commercial crises which always result, and bring ruin and distress all round. This has been done over and over again down to the present time, with disastrous consequences to the world. It explains the numerous crises which have occurred in England.

A Disastrous Scheme.

In 1797, the Bank of England, and the whole commercial community, were only saved from bankruptcy by the Government authorising the Bank to issue notes. The bullion brokers had drained the Bank of its gold; the Bank contracted its issue of notes and credit, in order to force back gold into its coffers, and the Government was obliged to step in and authorise immediate issue of notes. This policy was continued during the war, and until 1816, when gold payments were resumed. Then followed regularly periods of prosperity, followed by terrible periods of monetary disaster. Those disasters came about every eight or ten years, notably in 1825, 1837, 1847, 1857, and 1866. The cause was always the same, viz., the bullion dealers and money-brokers hoarded gold, drained the Bank of gold, and so contracted the currency. Gold, being a commodity like any other article, was of course subject to the ordinary law of supply and demand; and the money-brokers, when it paid them to export gold to other countries, had no difficulty in draining the Bank of England of its gold. The Bank, being based upon the erroneous principle that its only safety lay in forcing back the gold into its coffers with the utmost despatch, in order to stop the drain, immediately stopped supplies of its notes or advances to merchants and others, and charged enormous rates of discount and interest to its customers, and so its customers were forced to realise and pay proceeds into the Bank. A crisis was the result, and bankruptcies of the most widespread character took place. The Bank, to save itself, as was supposed, proceeded to ruin the community. Invariably the State had to step in, and, by authorising unlimited issues of notes, to save the Bank and the community. These crises, as I have said, all arose from having a gold standard of payment, which is of fluctuating value. You will find all of them described and commented on in Mr Henry Dunning McLeod's Books on Banking. His accounts of them are most interesting reading, but are too long to quote. One short extract I shall give. In 1866, when Overend, Gurney and Co. failed with millions of liabilities, McLeod's remarks are the following:—"The result of such a catastrophe was easily foreseen—not another Bank could have survived the next day; and that evening the Government again authorised the Bank to issue at discretion at not less than ten per cent. The Bank advanced £12,255,000 in five days, and the panic passed away."

Evils of a Contracted Currency.

Professor Walker, of Yale College, in his work on Political Economy, describes the process of contraction of the currency as follows:—"When the process of contraction commences, the first class on whom it falls is the merchants of the large cities—they find it difficult to get money to pay their notes. The next class is the

manufacturers—the sale for their goods at once falls off. The laborers and mechanics next feel the pressure—they are thrown out of employment; and, lastly, the farmer finds a dull sale for his produce. And all, unsuspecting of the real cause, have a vague idea that their difficulties are owing to the hard times. Periodical revulsions in trade of a frightful character have occurred in this country at short intervals ever since the introduction of the mixed currency system. Their terrible effects (1818, 1837, and 1857 in particular) have been seen by all, and we have become so familiar with them that we look upon them as the natural phenomena of business; but it is not so—such fearful disasters never happen in a normal state of trade, and can only be produced by a false and delusive standard of value—a fluctuating currency."

Mr Palmer, Governor of the Bank of England in 1847, gave the following evidence upon this subject:—

Being asked—"It is by producing a fall in the commodities in this country that you correct the exchanges?" Answer—"Yes; not only merely in that way, but you would bring capital into the country by a high rate of interest."

"It is by interference with trade that it acts, and not merely by the inconvenience of the bill-holders?" Answer—"It causes the stoppage of trade."

"What would be the effect upon the manufacturers and laborers of the country during such an operation?" Answer—"It destroys the labor of the country. At the present moment, in the neighborhood of London, and in the manufacturing districts, you can hardly move in any direction without hearing universal complaint of the want of employment by the laborers of the country."

"That you ascribe to the measures it was necessary for the Bank to adopt in order to preserve the convertibility (specie payments) of its notes?" Answer—"I think the present depressed state of labor is entirely owing to that circumstance."

"And the pressure of the Bank produces forced sales?" Answer—"It stops credit, and the British merchant sells his goods for the purpose of meeting his private payments, and brings his capital to the Bank at an earlier period than it would come in the ordinary course of business. *There is no means of supplying the Bank with gold excepting only the diminution of the bank-notes, which immediately contracts the currency, and lowers prices by increasing the value of money.*"

And Augustus Mongredien, in his *Free Trade and English Commerce*, concludes the discussion of this subject with the following words:—"What can be said of a policy that led to such disasters as its reversal alone could remedy." Yes, indeed, what can be said?

The Position in New Zealand.

I have put this matter before you so fully because of its importance, and because it is the same monetary disease from which New Zealand is now suffering. Gold is demanded elsewhere; it is sent away by Banks and brokers in money, and is so "appreciated." The currency is consequently contracted, as we all know from experience it is at the present time. Banks won't allow overdrafts, will not discount usual paper. Extortionate rates of interest and discount are charged for the limited accommodation afforded. Holders of property and commodities must pay their debts, which are all payable in gold, and must therefore sell for what they can get, or become bankrupt. Hence low prices, hard times, no employment, and want. We clearly require something to take the place in New Zealand of a currency which is based on a metal of such fluctuating value as gold, and is consequently so liable to be contracted.

What is it to be?

There may be risk of a country being flooded with paper money, based on property, for domestic circulation, if it be issued foolishly—that is to say, without security, or against inadequate security; but that is an avoidable risk, and there are complete checks if the issue is under Government control and management. No such checks can be applied to gold because of its fluctuating value, as no Government on earth can control or regulate value—in other words, supply and demand.

Sir John Lubbock, a distinguished Banker, in his work on Money, says:—

It may be doubted whether any system of convertible paper currency can be devised, consistent with profits to the issuers, which is not exposed in extreme cases to the danger of suspension; and when this danger is apprehended, all attempts fail to estimate the injury which the country suffers.

Before proceeding further, it is necessary I should ask your attention to the distinction between

Money and Wealth.

Money is not Wealth; it is only the representative of Wealth—that is to say, of the products of work and labor, or property. It is only the wheel by which property and products are circulated in a community.

Money—the sovereign stamp that is—cannot be Wealth. Bastiat, the celebrated French Economist, in that most masterly work his "Dialogue on Money," says:—

I cry out against money just because everybody confounded it with riches, and that this confusion is the cause of errors and calamities without number. I cry out against it because its function in society is not understood and is very difficult to explain. I cry out against it because it jumbles all ideas, causes the means to be taken for the end, the obstacle for the cause, the alpha for the omega; because its presence in the world, though in itself beneficial, has nevertheless introduced a fatal notion, a perversion of principles, a contradictory theory which, in a multitude of forms, has impoverished mankind and deluded the earth with blood.

On this subject, hear what the historian of Political Economy in Europe, Jerome Blanqui, says:—

What immense consequences we have derived from that very simple proposition that the wealth of nations does not consist in wealth that cannot be consumed, such as gold and silver,

This proposition is clearly expressed in the following passage from Mercier de la Rivière:—"Let me be permitted to repeat here that money does not rain down into our hands, does not grow in our fields, in nature. To have money, we must buy it; and, after that purchase, one is no richer than he was before; he only receives in money, a value equal to that he has given in merchandise. An agricultural nation is very rich, people tell us, when we see much money there; people are doubtless right in saying so, but they are wrong not to see also that before acquiring that money it was equally rich, since it possessed the values with which it paid for the money; it cannot even enjoy that wealth in money without makings it forever disappear, unless it maintains it by the reproduction of the values whose sale, or rather exchange, have procured for it money wealth; so this wealth in money is only a secondary wealth representative of a primary wealth for which it substituted."

but in consumable wealth produced by the incessant labor of society.

Money is thus only the instrument by which necessary and useful things are exchanged, and the things themselves are the real wealth. Of that wealth we have a great deal in New Zealand, and the great bulk of it exists for the express purpose of supplying the wants of our people, and is required for consumption by them. It is only the surplus products we export. The question, therefore, is—What is the best way and means of exchanging that wealth among ourselves in a legitimate manner, so as to lead to its consumption?

A Talk About Money.

I propose to continue the discussion of the subject at this stage by reading to you an unpublished dialogue between three New Zealand settlers:—

SMITH—"What is the goo[unclear: d] coin? We cannot eat it; it is [unclear: n] clothing nor shelter. We need those things, but why should it be necessary to buy gold money in order [unclear: t] get them, I want to know?"

JONES—"You want to kno[unclear: w] lot! and more anyway than I can tell you. All I know is I cannot get aught at the store unless I produce the 'tin,' so it must be necessary and correct. To be sure they always take Bank notes, and will take a cheque sometimes, but it is supposed to be as good as gold, else it would not be taken. All the world goes on the same lines, and you must therefore have the gold."

SMITH—"But gold is expensive to buy, and surely if the law fixed the value by placing the Queen's head on it, a piece of paper with the Queen's head on it ought to serve the same purpose. The gold in the sovereigns cannot itself make a better medium of exchange, for the simple reason that but for the stamp on it neither the timber merchant, the bootmaker, nor the grocer would want the gold, as they would have to sell it like any other products for coined money to use in their businesses. Gold is chiefly valuable because it is the metal chosen by law out of which to coin money. But for that it might not be worth more than silver or tin."

ROBINSON—"You are right, Smith. Gold is not necessary, and a cheaper kind of money would be of more use to the community, if the community only understood the importance of the" matter. It is difficult to get people to apply common-sense to this question, and to get rid of their erroneous impressions and prejudices. We have all for generations been brought up to look upon gold-money as indispensable—to consider that unless notes can be converted into gold 'on demand,' they can be of no value—and so we find it difficult to realise any other method as right or safe for effecting exchange among ourselves of articles required. And yet it is a curious, but absolutely certain, fact that there does not exist in any country in the world a twentieth part of the quantity of gold-money that would be necessary to meet the amount of Bank-notes and other promises to pay in circulation if payment were demanded. If all the Banks in New Zealand were called upon to pay up in gold, they would every one of them be bankrupt because the gold-money needed does not exist. Whenever a run on a Bank occurs, unless it is of a limited temporary character, the Bank has to close its doors and refuse to pay—in other words, it becomes bankrupt. So that the idea of the backing, or security of payment in gold, is a farce; the solvency of a Bank does not depend on such backing; it depends entirely on whether the public

believe in the Bank and trust its management. A Bank, as presently existing in New Zealand, is simply a trading concern, which buys and sells money and credit for profit just as a merchant buys and sells grain. And this gold basis or backing is neither more nor less than a device by which the public are kept in ignorance of how they are bled to pay large dividends to, and create large reserve funds by, Banks and money-brokers out of the products and earnings of the public."

JONES—"You astonish me, Robinson; but I have not got a right grip of your arguments, and I am afraid people will not accept you as an authority. But let's have some more of your views. You know I go for what we have been used to, as the safe thing, and do not like newfangled notions."

ROBINSON—"You are a duffer, Jones; and there are crowds more like you in this country. Regular Hodges they are, who will go on with their horses and cattle and pigs from year's end to year's end, and never try to think. No wonder money does as it likes when it has such as you are to deal with. I will try to get a new idea into your head if possible. You are, however, far worse than the Scotchman, for it is only a joke he cannot see, while you will hardly take in plain fact. Last year you know you took some extra paddocks, because your stock was increasing, but not enough to stock up the land. Well, you went to the———Bank, and you asked the manager for an advance to help you to buy some dairy cows. You got an overdraft from the manager, and he took security over your whole stock. The amount was £200, and the interest was 10 per cent. The security deed cost you £5 5s. You never got any gold-money from the Bank, but when you drew to pay for your purchase of stock, you got the Bank's 20s notes, or promises to pay on demand. The seller to you could have refused to take those notes in payment, because in this country, as in Great Britain, all debts over 40s are payable in gold-money only. But he considered the Bank good, and took the notes, and delivered to you the cattle. You see the Bank was safe, because it got security over your whole stock, and it got besides £10 per cent, interest for the use of its name or its notes. I think most of us would like to do that kind of business. Don't you think so? It would be better than following the plough or getting up at 3 a.m. to milk cows till your fingers are like to drop off with downright tiredness. Then, although a sound transaction is said to be 'as safe as the Bank,' you know we have had Banks toppling over into bankruptcy in Melbourne; and in New Zealand the Bank of New Zealand has had to be saved from the same fate, and from its enemies, by our Government stepping in to guarantee two millions for it. And suppose bankruptcy were to happen to your Bank, where would you be? You took its £200 in notes, and you are a debtor for that amount and interest. The money is immediately required, and money being 'tight' at the time, you cannot find the amount. Your stock would be seized and sold [unclear: fo] what they would fetch, and you would most likely be ruined, or at least seriously crippled. That would be rather a serious outlook, would [unclear: i] not? Why should you run that risk, or any risk? you may ask. And I say, why should you? But you do, all the same, and you were not aware of it, and perhaps only now dimly realise what may happen to you any day."

JONES—"I have always supposed Banks to be perfectly safe, and nobody ever dreams of not accepting the notes of a Bank in payment. As you say, however, one is apt to over-look all that by habit, and to be content with what is. It is too much trouble to think about all these questions. But how would you avoid the risks you speak of?"

ROBINSON—"Well, you know [unclear: I], may not be, certainly am not, regarded as an authority upon money questions. I have not written any book on the subject, and do [unclear: n] pretend to be able to do so; but [unclear: t] have some judgment and common-sense which I can and ought to use and so ought you. And all those particularly books on this subject, are not reliable either in their facts or conclusions. Often they are written to deceive. But I shall be able to give you some very high authorities for the way in which the risks referred to may be escaped. This brings me back to Smith's question 'Why should it be necessary to by gold-money in order to get things [unclear: s] require?' I say we should not [unclear: t] be obliged, and have no need to buy it. And all that it is necessary to do [unclear: o] for Parliament to pass a law to create one State Bank for New Zealand, with power and instructions to issue State notes, small and large, sufficient for the internal trade and exchanges of the country, and to regulate and be responsible for the amount in circulation; to declare the same to be a legal tender for all debts and taxes; and to provide against the issue of any other notes in New Zealand. You see we have at least 700,000 people in New Zealand, who are all fed, clothed; housed and otherwise provided for out of what is produced in the country. If you allow £30 per head per year as a low average of the cost and expense of living, that gives a total consumption per annum of the products of the country equal to twenty-one millions sterling in value. In addition to this there is the enormous amount of fixed property or realised wealth to deal with. To enable each person to get what he or she requires, a medium of exchange is necessary, and the State Bank's notes would form that medium, and would be used by every resident in New Zealand for that purpose. It is the Government fiat alone that creates money—legal tender—and paper money issued by Act of Parliament in a reasonable and proper manner (as all money whether metal or paper money ought to be), that is to say, against adequate security only, and up to not more than say half market value of security, would be the best possible money any country could have. It would be

'as safe as the country,' which would be a great deal safer than 'as safe as the Bank.' Is not that good common-sense? And we have no business to acquiesce in anything—specially our monetary system—unless it commends itself to our common-sense. It is our duty to think the matter out each one of us, because the responsibility (and it is very great indeed) is ours, for we have to suffer the consequences of mistake in a matter so important to the well-being and prosperity of the country as a sound and cheap monetary system."

SMITH—"You have made this question pretty clear to me, and I believe your proposal is a sound one. But what do you say as to paying interest? and perhaps you will let us have some authorities who support the proposal you have stated?"

ROBINSON—"Very well; I shall first give you some authorities, and afterwards state my views as to interest. Mr John Twells, a London Banker, being examined by a Parliamentary Committee in 1847 in regard to the failure of the Bank of England, gave the following evidence:—

"What do you consider the advantage of an inconvertible note over a convertible note payable to bearer on demand?" Answer: "It would prevent a drain of bullion when it is required for foreign trade, and it would, give us, what is very essential, a domestic currency which is not influenced by any foreign transactions whatever. If France or America want gold, that ought not to interfere with our domestic currency. Our merchants and all our trade ought not to suffer because America wants gold."

"Do you think that that currency would run the risk of ever being depreciated in value—that is to say, that inconvertible five-pound notes would not exchange for five sovereigns?" Answer: "I do not know us compared with sovereigns; that, I think, is of no consequence in the world. We want it for internal commerce, and we want it to pay Government our taxes."

David Ricardo, a great English Broker, and writer on Finance, writing at the time of the war with France, says:—

A well-regulated paper currency is so great an improvement in commerce, that I should greatly regret if prejudice should induce us to return to a system of less utility. The introduction of the precious metals for the purposes of money may with truth be considered as one of the most important steps toward the improvement of commerce and the arts of civilised life, but it is no less true that with the advance of knowledge and science we discover that it would be another improvement to banish them again from the employment to which, during a less enlightened period, they have been so advantageously applied . . . By limiting the quantity of coin, it can be raised to any conceivable value. [Hence its value does not reside in itself but in its quantity]. It is on this principle that paper-money circulates. Though it has no intrinsic value, yet by limiting its quantity its value in exchange is as great as an equal quantity of coin or of the bullion in that coin. . . . On these principles it will be seen that it is not necessary that paper-money should be payable in specie to secure its value. . . . It is evident, therefore, that if the Government were to be the sole issuer of paper-money, instead of borrowing it of Banks, the only difference would be with respect to interest—the Banks would no longer receive interest, and the Government would no longer pay it.

Professor Jevons, a high authority on Political Economy and Finance, writes:—

There is plenty of evidence to prove that inconvertible paper-money, if carefully limited in quantity, can retain its full value. . . . But there is abundance of evidence to prove that the value of gold has undergone extensive changes. Between 1789 and 1809 it fell 46 per cent., as I have shown in a paper on variations in prices since 1782; from 1809 to 1849 it rose in value 145 per cent.

J. R. McCulloch, the great Scotch Political Economist, writes as follows:—

It had been proposed previous to the suspension of the Bank of England in 1797 that Bank notes would not circulate unless they were convertible into cash, but the event showed, conformable to principles that have been fully explained, that this was not really the case. . . . Though the notes of the Bank of England were not publicly declared to be a legal tender, they were rendered so in practice by being received as cash in all transactions on account of the Government and of the vast majority of individuals. For the first three years after suspension they usually bore a premium in gold.

As no means have been found to limit the supply of promises to pay issued by private individuals, their value, it is plain, could not be maintained. But it is otherwise with the promissory notes issued by the State or by a Company acting under its control. The quantity of such notes may be effectually limited; and we have seen that when this is the case, intrinsic worth is not necessary to a currency, and that by properly limiting the supply of paper, declared to be legal tender, its value may be sustained on par with gold or any other commodity.

Being issued in such quantities as to preserve its value, relatively to the mass of circulating commodities, nearly equal, the precious metals might be entirely dispensed with not only as a circulating medium, but also as a standard to which to refer the value of such paper-money.

Professor Bonamy Price, Professor of Political Economy at Oxford, says:—

Experience has proved that it (inconvertible paper-money) need not suffer any depreciation in value

The public has a certain definite want for notes to use in the daily operations of buying and selling. It is plain that the prohibition to pay the notes can make no difference in the extent of the use that exists for them:—so far as this reaches, it is immaterial whether the notes will or will not be paid on demand. . . . Paper-money has a further superiority of great importance over specie: its comparative cheapness, combined with equal efficiency.

Surely my authorities are numerous enough and great enough to satisfy any reasonable man that the issue by Government of legal tender paper-money in sufficient, and not more than sufficient, quantity to serve the purposes of internal trade and exchange is by far the best and safest money. But let me add one or two more short quotations on the subject of the propriety of Government only issuing money rather than private Banks. Mr J. S. Lloyd, one of the highest English authorities on Finance, says:—

An adherence to sound principles would certainly lead to the conclusion that the issue of paper-money should be confined to one body intrusted with full power and control over the issue, and made exclusively responsible for the due regulation of the amount.

Mr John Earl Williams, the great New York Banker, President of the Metropolitan Bank, New York, said:—

I would suggest: That Congress assume at once the inherent sovereign prerogative of a Government "of the people, by the people, and for the people," and exercise it by furnishing all the inhabitants of the United States with a uniform national currency. Surely the people, and the people only, have a natural right to all the advantages, emolument or income that may inure from the issue of either \$1 bonds with interest, or \$10 notes without, based on the faith and credit of the nation.

That is what we need to do in New Zealand in order to foster industries and trade, and to facilitate the exchange of commodities among the inhabitants of the country. At present our Parliament is swelling up the Statute-book with regulative and restrictive legislation of all kinds—Arbitration and Conciliation Acts, Contractors' and Workmen's Lien Acts, Truck Acts, and what is called labor legislation generally—all of which, whatever their advantages, truly only serve to stop holes and leaks, as it were, in the body politic, at great expense. But if Parliament would only deal in a statesmanlike fashion with this monetary question, and one or two other great kindred questions, such as Land Settlement and Old-age, &c., Pensions, and remove in great measure, if not altogether, the causes which have produced results calling for much of such restrictive legislation, the real good of the people would be better cared for. As to interest: such money as I propose might be issued at a nominal rate to cover merely risk, if any, and cost of management; but I should rather propose that it be issued at say 5 per cent, interest, the nett profits after deducting expense of management and creating a reserve fund being applied towards pensions for the aged, the sick, widows and orphans. The question of pensions is now before the country, and the great difficulty is the financial one. I think the banking profits would be the least felt and easiest method of providing the needful. And it would not be grudged by anyone. I hope I have now satisfied you, Smith, and have brushed off some of the cobwebs from your slow brain, Jones. Don't you think I have?"

SMITH—"Not quite so fast, though. Are you going to shovel money into the people's pockets without costing anything? And must not money represent value or work?"

ROBINSON—"Ah! You have for-gotten what I said—I said it would be advanced against adequate security. I do not propose to shovel money into anybody's pockets. I said there could be no money without work and labor. I would absolutely prevent capitalists from securing legislation which enables them by manipulation and contraction of the currency to shovel money into their pockets at the expense of the producers, and the inhabitants of the country, and I would at same time give the producers fair opportunity and facilities, by cheap State money, to carry on their industries successfully. I believe my proposal would so act as to practically put an end in this country to the commercial crises, the hard times, which recur so frequently—crises which are directly and undoubtedly a result of the gold standard, by manipulating which the money-brokers and bankers can regulate and control prices of products to the ruin of the producers and workers who depend on them I believe it would almost annihilate strikes in trades, which result mainly from manipulation of gold and lowering prices of products; anyway, and at the lowest, it would enable the producers to live and carry on in bad times as they could not possibly do under monetary conditions such as now exist. And—with good land settlement laws and old age, &c., pensions—the people of New Zealand would become the most contented people in the world'

JONES—"Well, it does look stupid and senseless in so many [unclear: o] us sitting down contented with things as they are, but you see we do not know the outs and ins of this business, and so we are, I suppose served as we deserve to be. I shall see and get my loan squared as quickly as possible."

Conclusions.

The conclusions I arrive at therefore are:—

- That the State in this count should be authorised to issue, and should have the entire control and

regulation of a domestic currency declared to be a legal tender for payment of debts and taxes in New Zealand.

- That that currency should be paper one of 10s notes and upwards based and issued to colonists upon specific security of real property, and other property of a tangible and identifiable kind, to an amount exceeding one-half value.
- That one State Bank should be formed to carry out those objects which shall be non-political; its officers directly accountable to Parliament, and its business subject to strict audit by the audit office; that the Bank shall lend those currency notes on overdraft operative accounts to be drawn out and paid in as required, interest at say 5 per cent per annum being charged on the daily Cr. balance, but no interest allowed on any Cr. balance.
- That the Bank should also carry on such other business usually done by private Banks, as may be found useful to the community, necessary.

You will observe that in treating this subject I put out of sight every consideration except the interest and benefit of the Colony as a whole. And no monetary system will ever be a right one, or a safe one, if regarded from any narrower point of view. Our banking business ought not to be conducted by private institutions for profit, but by a public institution to aid and advance the interests of our country and its people.

Objections.

I am aware of the stock objections that will be urged against this scheme. They are chiefly:—

- *The notes are inconvertible into gold.* What is meant? Just think. The objection is as unsubstantial (or, if you like, not so substantial) as Mrs Mellon's Cissy, or as Madame Blavatsky's astral body. It is at the most but grasping at a shadow in mistake for the real thing. Every note advanced represents property, the real wealth, and as long as it does so it can procure for you whatever real commodity you desire, including gold. No money can do more. What more do you want?
- *The notes will be issued in too great quantity.* That is tantamount to saying that the owner of property will squander his property. I do not think New Zealand colonists can be accused generally of that kind of thing, but there is no saying—we might all go mad. The sensible view to take of this question is that every note out of the Bank not required for some legitimate purpose would quickly find its way back to the Bank to keep down the overdraft. But, suppose for a moment that a customer ventured on a bit of wild speculation, or tried his hand at some "corner," and began drawing heavily, unusually heavily, on his account, and out of the ordinary course of his business, the Bank Manager, or Bank Inspector, be sure, would be keeping an eye upon him, and would at the proper time probably give him a gentle hint to stick to his own proper business. That would be enough, and our friend would have recovered his sober senses. Anyway, if he should not do so, he would have to take the consequences, present or future.
- *We cannot pay our foreign creditors in such notes.* Well, there is no need to. We can pay, as we do now, in products, including gold got in the colony. We always export more than covers all claims upon us, although by possibility it might happen that if the contraction of the gold currency were carried too far, and prices reduced to the minimum point, we might not be able to pay our way. Bankruptcy or repudiation might in that case be the alternative. But, conscienceless as the gold-bears are, they don't find it pay to squeeze beyond the point of endurance. A mere dividend, or a forced taking possession, are neither of them satisfactory; and the latter especially, done on a large scale, might not only be unprofitable but troublesome and even dangerous. But we can buy up all our gold production at market price, and pay for it in State notes, as the Banks now do in their own notes. And that million or so of gold could be kept in reserve to meet the demands of the foreign creditor should the balance be against this country at any time.
- Then the assignats of the French Republic, or the United States greenbacks, are pretty sure to be thrown at you with contempt. People who do so are either very ignorant, or are not honest-minded and fair. The assignats were not issued against specific security in the hands of the people, and they were not legal tender. The State was in dire distress, fighting for its life, and with an empty Treasury, and could not finance. It, therefore issued those assignats against confiscated church lands then held by the Republic, and it was supposed that the people who got the assignats would bring them to the Treasury again and have them redeemed in land. But for various reasons the people did not so redeem them. They were acceptable for a time as money because the State had under-taken not to issue more. But the State, in its necessity, broke faith, and issued many more. Depreciation, of course, at once began, and soon they became valueless. There is no comparison at all between them and the present proposal.

As to the greenbacks, they would have proved the best currency the United States could have had but for the unprincipled action of the Senate. The House of Representatives passed the Bill declaring them to

be legal tender for debts and taxes, and redeemable in Treasury Bonds bearing 6 per cent, interest; but the Senate inserted two exceptions, and insisted on them: the one that greenbacks should not be legal tender for payment of import duties, and the other that they should not be legal tender for payment of interest on Treasury Bonds. The Executive was in the most urgent need for money for war purposes, and the minority in the [unclear: Senat] and the House of Representative had reluctantly to accept the amendments or let the country go without money. They acquiesced under protest. The majority of the [unclear: Senat] prostituted their public position for private gain; they made their country's necessity their opportunity and this transaction will for ever remain as a blot on the honor of the United States Senate. It was filled with speculators and persons [unclear: wh] saw how they could gain by the depreciation of the greenback. They money-holders and money-brokers took full advantage of their opportunities, and of course at once began to manipulate gold at the expense of the greenbacks. The two exceptions enabled them to do that, and steadily the greenback fell in value to one-third of its face value. The greenback was redeemable in Treasury Bonds, but the minimum limit was 50 dollars. The mass of the people who had to take greenback currency in payment, almost never had 50 dollars at a time; and, besides, could not take them, if they had them, to New York for redemption. So the greenbacks were got hold of by the speculators in huge quantities, and they were converted into Treasury Bonds for full face value bearing 6 per cent, interest. Thus the people were robbed by law, doubly robbed—first in the depreciation of the greenback, and second in having to pay 6 per cent, interest (in Treasury Bonds) on the full face value of the greenbacks. It was a most dishonorable business, and a crime against the State on the part of the Senate.

There must be no such exceptions, nor any exception, in New Zealand notes; they must be legal tender all round, and must rest upon the value of specific property in the hands of the people.

- 5. But, says some one, is there to be no more money-lending by private persons? That does not at all follow, although, frankly, I say the less the better of such money-lending. Suppose that A borrows £500 from the Bank against security given, and by industry for some years he has been able not only to repay his loan and interest, but to have accumulated a substantial sum to the credit of his account at the Bank—is he to lend that out to Band get interest for it? Certainly; why not? A of course will have to lend on easier terms than the Bank—say at 4 per cent.—else B will not borrow; and A will equally, of course, take care that the security given is a first security. That would always be the ordinary case; but let us suppose that A, out of friendly feeling, is prepared to lend to B on second mortgage (B having already a first mortgage to the Bank) there is nothing to prevent A doing so.

Advantages.

What advantages, some of you may still ask, would this country have from such a currency? If you have followed me I think you can have had no difficulty in concluding that they are great. But let me mention one or two specially:—

- Our internal trade and exchanges are now made dependent on foreign currencies, and of course must suffer when those currencies are deranged, as they now are. This point is clearly stated in the quotation I read from the evidence of Mr Twells. And a domestic currency would save us from that evil.
- We should have no occasion in the future to borrow in the London money market, because our own credit, our own notes, will do for us all that foreign loans can do; and the interest will be used for public purposes, either towards payments of interest on existing foreign loans, or otherwise to pay our way.
- Most, if not quite all, of our colonial and local public works, and the materials therefor, can be paid in such notes.
- Such notes loaned to our people will enable them to carry on successfully their various industries, and we should thus be in the best position to become truly self-reliant.
Are not these enormous advantages?

The Constitutional Difficulty.

It is necessary to mention that the Constitution Act allows our Legislature to pass all Bills required for the peace, order, and good government of the Colony, provided they are not repugnant to the laws of England, and subject to the Governor giving effect to the Royal Instructions as to Bills of specified kinds. One of these instructions issued in 1879 directs the Governor not to assent in name of Her Majesty to, among others, "Any Bill affecting the currency of the Colony," unless it contains a clause suspending the operation of the same until the signification of Her Majesty's pleasure, or unless the Governor shall be satisfied of its urgency, in which case he may assent, and as promptly after as possible forward the Bill with his reasons for assenting to it. But it

is plain enough that what is contemplated by these Instructions is to delay, for consideration, any legislation in the direction of disturbing the existing relations of the Colony with the United Kingdom in the matter of the currency. The scheme proposed does not contemplate doing so in the least. It is confined entirely and exclusively to providing a domestic currency for purely colonial use. Our relations with the Mother Country in the matter of currency—in other words, all our contracts and obligations with the Mother Country, or its dependencies—must be given effect to and carried out in the currency of the United Kingdom. But our local obligations and contracts every year far exceed in value our Home contracts and obligations, and it is solely to furnish us with financial facilities in connection with these that we need, and desire to obtain, a domestic currency. And if the people of the Colony are united, there can be no valid reason why it should be denied.

Opposition to the Scheme.

It may be expected that there will be some persons opposed to such a currency:—(1). Those who have accumulated money very likely will be. (2). Those who deal in money will be so. But the people who might oppose any such change are but a small fraction of the population. The people who need such a currency consist of the great body of the people—90 or 95 per cent, of the population; all those who earn their bread with the sweat of their brow, all those who depend for their living upon the exercise of their mental facilities, all those who have embarked their means in industries of any kind for production, such as our farmers, manufacturers and traders. The success of such depends upon having financial facilities given to them. And the Imperial authorities can have no good ground for refusing to approve of the creation of a domestic currency for New Zealand when it is shown to be for the good of the Colony.

Something very much resembling what is now proposed is being demanded for the United Kingdom itself—an inconvertible paper current; for domestic purposes, the basis being British Consols.

A Merchant's View.

I shall conclude this lecture by reading to you a few sentences from a paper in the Westminster Review for December called "Financial Facilities," by Ed. Robert Ewen, who is, I believe, a Glasgow merchant, and who understands well what he writes about. He says:—

Mr Lowe, when he was Chancellor of the Exchequer, and speaking of the connection of the Government with the Bank of England, hinted that the Bank was too much favored, and that it ought to be treated more like an independent banking company than as the sole Government Bank. If this were done, the Government would either have to divide its banking business with other Banks or establish a British National Bank in connection with the Treasury. If the latter course were taken, it would be of great advantage to the nation and to the whole public. A National Bank could issue national notes upon the security of the Government, than which nothing could be a better currency or circulating medium. These notes would be "legal tender," and pass for ready money over all the three kingdoms as freely as coin. Mr Gladstone has frequently said he thought the Government should have the benefit of the note circulation or the issue of "legal tender." Speaking on the Irish Home Rule Bill on this point, he said: "Ireland might think fit to pass a law providing for the extinction of private issues in Ireland except under the authority and for the advantage of the State. In my opinion that Ireland would do an extremely sensible thing if she passed such a law. It is my strong decided opinion that we ought to have the same law ourselves." If this is also the decided opinion of the present Government, there should be little or no difficulty in carrying out these views for the expansion of the currency, not only in Ireland but in Great Britain as well. We believe that would do more than tongue can tell to put trade into a prosperous state. If the Treasury will take its banking business into its own hands, and issue national notes, as already proposed, for say one hundred million pounds sterling, or such an amount as Parliament may authorise, in denominations of ten shillings, one pound, five pounds, and upwards, and lay aside or cancel consols for the same, these national notes would be a far safer and steadier circulating medium and measure of value than the sovereign or than gold bullion, which fluctuates like other metals.

He concludes his paper with the following hopeful words:—

The Bank of England is now over-flowing with money, and Punch in a humorous style hits off the scene of so many people coming with bagfuls of gold to the Old Lady of Threadneedle Street; she thus addresses them:

Oh, get away now, do, I'm really getting sick of you;
The proffered staff I must refuse, I have far more than I can use.
I've no more need or wish for money than a surfeited bee for honey.

There is, however, another view to take of this plethora of gold. It is making money plentiful, and credit

cheap, and likely to continue so

The Times City article lately stated that £1000 capital could be got the loan of for fifty shillings for a year's time—that was for large amounts in London. But banking must be brought down to the common people, and to retailers.

. This is a good thing for the trade and industries of the country, and will, by and by, give plenty of employment to all classes. Long may this state of cheap credit and good trade continue! We can do without gold coin for the Home trade. Notes are as good or better than gold coin. The gold may be all left in reserve for foreign exchange at market price. Let us go back to Pitt's plan of banking and currency.

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Front Cover

A Pamphlet on the Tobacco Industry as Affecting New Zealand,

Comprising the Evidence Given before the Tariff Commission.

By Alex. Cameron, Esq. (of W. Cameron & Bros.)

Tobacco Manufacturer, *Virginia, U.S.A., and Australia.*

Wellington; Printed at the New Zealand Times Office, Lambton Quay.

The Tobacco Industry.

By Alexander Cameron.

I May say it is scarcely possible to name any industry with so many favorable and attractive features to almost every class of the community as that of the local production and manufacture of tobacco.

It calls for the investment of a considerable amount of capital within the country by the manufacturer; it affords healthful and remunerative employment to a large number of skilled and unskilled artisans; it gives employment to many collateral industries, amongst which may be enumerated the mechanical engineer and the machinist, the box maker, printer, and all those engaged in the transport of commodities by road, rail, or water. But above all it stimulates the agriculturist to the profitable cultivation of the tobacco plant, for which I believe the climate of New Zealand eminently well adapted, and it thus creates a demand for a fresh home product of the soil, which is at present entirely imported from abroad. The latter important fact is amply borne out by the experience of the Australian Colonies, demonstrating that the establishment of local tobacco factories has led to an enormous production of home-grown tobacco, which has developed into a progressive, permanent, and profitable industry for the producers of the soil.

When the factories are fairly established, and are placed in a position to maintain themselves, the protection now required may be gradually reduced, as was, and is now being done in Australia. I will first deal with the growth and possibilities of tobacco in New Zealand, giving comparative tables of the various results obtained in the other colonies.

These figures are taken from T. A. Cogle's statistics. As an expert, I am thoroughly convinced that Wellington, Wanganui, New Plymouth, Poverty Bay, and Hawkes Bay, and possibly the Otago central districts, can produce an excellent quality of tobacco, which, under skilled hands, would soon not only supply local demands, but be a very large source of export, and at the same time a profitable crop to the farmer.

One of the first considerations is, Is this product profitable to the farmer? To prove this, I quote from a treatise called "English Tobacco Culture," edited by E. J. Beale, F.L.S., dedicated by royal command to H.M. the Queen.

The following shows balance-sheet of the growth of Virginia seed for one acre:—

In this Colony there would be no occasion on the rich lands in the Wellington districts, which have been fertilised for years by the decomposition of vegetable matter, to go to the expense of manure or guano, thus effecting a saving on this table of £4 5s 3d per acre, which would give ample margin for any difference in the expense of labour, and also augment the handsome profit of £23 14s to the acre. The book that I extract these figures from I shall be pleased to lend you for your perusal if desired. *There can be no doubt of tobacco growing in this Colony.* I am informed from a reliable source that tobacco has been produced as far South as Queenstown and Mataura Mouth; but the growers, owing doubtless to their limited experience, do not yet understand the drying and curing of the leaf. This is a process that must be effected in properly constructed and warmed drying sheds, and to accomplish this I shall be pleased to furnish all requisite information and assistance for the economical construction of such sheds, which could easily be erected by local labour. To show the value of the growth of tobacco, a fair example would be Queensland (which protected this industry in 1888), given in Government statistics published up to 1893. In 1889 the crop of tobacco amounted to 283,472lbs., the price paid being about 9d per lb, its value being the first year £10,580; the crop of 1893 being

512,674lbs at 9d per lb, the money paid amounted to £19,223. In the five years 2,353,344lbs of tobacco has been grown to the value of £88,250, which has been a source of great profit to the farmer, as each year has brought *increased crops*, which are only sufficient as yet to supply the local requirements of the fourteen factories that the protection of this industry has built in the Colony. In the table of cost of production of leaf, the value is put down at 4d per lb. In every instance in the history of the Australian Colonies the selling value of the crop for the first ten years has never been less than 6d per lb, and has gone as high as 1s 3d. Taking the product of one acre, viz.: 2900lbs at a cost to the farmer of £24 12s 8d, the value of this crop at 6d per lb. would be £72 10s, leaving a profit of £47 17s 4d per acre for the cultivation of local leaf.

New Zealand being situated about the same parallel as Virginia and North Carolina, and about the same climate, will produce, under skilled cultivation and curing, tobacco that would compete with America in the European markets, and the producing of this tobacco should be done at a much less cost here, in consequence of the richness of the soil not requiring expensive fertilisers or manures as in the case of America. My firm would, in all probability, import from America a man well skilled in the growth of leaf of all grades, and construct buildings for the curing and manipulation of the leaf for manufacture, providing the Government would give us facilities for so doing.

This experimental farm would be used to test the various seeds, such as Havana, Sumatra, the Virginia bark, and the North Carolina tobacco plants (aromatic), the results of which to be inspected by the Government officials, and pamphlets issued giving instructions to the farmers as to the most favorable results obtained, and under what conditions. In suggesting this, my object is to put the growth and curing of tobacco on the right basis to start with, and avoid the mis takes made in the Australian Colonies, as it is manifestly to the advantage of the farmer, as well as the manufacturer, to have the best qualities of leaf tobacco, because, first of all, the grower commands a bigger price, and secondly, the manufacturer can produce a better smoke.

There is a fallacious idea that the cultivation of tobacco can only be carried on by Chinese, or black labour, as in Virginia, North Carolina, and Australia. In these places small farmers, who are only able to start with five or six acres of good ground, cultivate and cure the tobacco themselves. After the extension of their farms from profit derived from this source, when the farm requires more than the farmer or owners to cultivate it, they employ the only available labour, which is the American negro. The reason of this is the white men are more ambitious, and become proprietors instead of employees.

In Australia Chinese do the growing of the leaf, as well as of all the vegetables, not because the white men are unable to work in this form of agriculture, but it is generally under the following conditions:—

The squatter allows them, say, for example, five acres, which he ploughs, and lets the land to the Chinaman for one-third or one-half of the value of the crop. In hundreds of instances that have come under my personal observation land that is worth from £20 to £25 per acre has yielded an annual profit of from £12 to £18. The Australian white agriculturist only cultivates wheat and oats, and in consequence of this state of affairs the Chinese have the monopoly, which does not exist in New Zealand, and should not exist in Australia. I would also emphasise the fact that this crop is especially adapted to small holdings, even as low as ten acres, on which it would be unnecessary to employ any labour outside the settler's own family. No other crop will yield the same results.

In conclusion, there is no difficulty in the cultivation of tobacco for any one used to outdoor life (and the climate of New Zealand does not in any way make such employment unhealthy or objectionable).

The following figures are extracted from Mr Cogan's statistics on the seven colonies of Australasia:—

New South Wales yielded 5-8ths of a ton per acre in 1893 (1400lbs.), at the average value of 6d per lb., equal to £35, against a cost much less than table of £20 7s 5d, this leaving a profit of £14 12s 7d; some lands give from 12cwt. to 30cwt., caused mainly by droughty districts and various soils, some being more suitable than others. Victoria yields 4-10ths of a ton per acre (896lbs.), which is being bought at 7d, giving £26 2s 8d, being a profit of £5 15s 3d per acre. Queensland yields half a ton per acre (1120lbs.), at the present market value of 9d. per lb., equalling £42, or a nett profit of £22 12s. 7d. per acre. The small average yield of Australia is caused by drought, which you are comparatively free from in New Zealand. I have known a crop that has had good rain- falls in Australia yield 30cwt. of tobacco per acre. This Colony will produce a much higher average than the other colonies on account of the rainfall. The estimate of cost by Mr Beal is taken from a district that has ample rain, similar to the districts that I have named in New Zealand, and I have not added the cost of fertilisers and manures, which would not be necessary here, and are not used in Australia.

The following extract from the *New Zealand Times* Wellington, dated February 18th, 1895:—

Colonial Tobacco in England.

"Mr Valentine states that the trade considers the samples of tobacco sent by the New South Wales Government are the best colonial specimens yet submitted, and that the flavour resembles dark Virginian."

The following extracts are taken from the Tobacco Leaf, organ of the trade of the United States, New York, December 12th, 1894:—

History of Sumatra Tobacco Growing.

The table received from our Amsterdam correspondent, showing the rise and progress of Sumatra Tobacco Growing, is an interesting piece of history written in figures, reminding one of the statistics exhibiting the growth of the cotton-raising interest in this country. Looking down the columns, we see how, from a little crop of fifty bales in 1864, bringing 48 Dutch cents, per lb. and a total of 4000 florins (1600 dollars), the yield mounted up to 236,323 bales in 1890, which, at an exceptionally low average price, sold for 26,000,000 florins (10,400,000 dollars).

The crop of 1890, in number of bales, made the present high-water mark; but the largest total sum, 40,600,000 florins (16,240,000 dollars), was realised the year before. The highest average price was reached as long ago as 1873, when 182 Dutch cents, per lb. was paid. The figures giving the number of bales produced immediately after this date show how much the tobacco growing was stimulated by the prices then realised.

Those who think that the prices paid for this year's crops are exceptionally high, will see from the table that they fall considerably below those of former years:

Tobacco Culture in the Antipodes.

(Taken from the *Tobacco Leaf*, New York, Dec. 12, 1894.)

The cultivation of tobacco is making very rapid progress in the Australian Colonies—notably in Victoria and New South Wales. In the latter the leaf has been a profitable industry for many years, and now Victoria is making a big bid to control and supply her own markets.

The possibilities of those lands are almost beyond conception, and the only reason why they have not hitherto developed a more active rivalry against our own people in the markets of the world is solely owing to the cost of labour. Asiatics are now restricted by a heavy poll tax, and, as no other form of cheap labour is possible, it may be taken for granted that America need fear no keen competition from their Australian cousins for many years to come. Of all these countries, Queensland is the most naturally suited to the growth of tobacco, but it is even more handicapped in the matter of labour than the others. The fact, though, that Connecticut and Virginia seed is being imported into Australia is indicative that the trade which we have enjoyed with such absolute immunity may one day be seriously assailed

The following letter is an account of the growth of tobacco leaf by T. Reynolds, Esq., Maori Hill, Dunedin:—

"I used Virginia seed. Do not know what variety. Grew tobacco for four or five years. Took some to London, where it was highly thought of.

"The plants grew luxuriantly, some over six feet, and the leaves as broad as rhubarb leaves. The ground was not freshly prepared—was planted in cleared bush soil, where the bush had been burnt off. The tobacco grew as luxuriantly as any I have seen in Portugal. A man who saw the crop, and could compare the same with Virginian crop, was amazed at its luxuriance. The plants apparently required—1st, shelter; 2nd, good aspect; 3rd, not too much moisture. The product was even, year after year. Mr Reynolds only sundried it. The tobacco smoked very well, with a good flavour. Considers the crop could easily be raised on the Peninsula. He never grew it anywhere else, but believes it would grow on sheltered spots right down the coast. He planted it in the early seventies."

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General Effects of a Tobacco Factory on the Revenue.

As a result of the introduction of the tobacco industry in Australia, there are now 27 factories in the Australian colonies, involving an investment of some £900,000 capital.

The crop is estimated at 2,731,344lbs, and the approximate value is £70,000 per annum. From the fiscal point of view I wish to say that some people hold that the protection of this industry would seriously interfere with the revenue derived from the duty on imported tobacco; but, in reply to that, I might say that such has not proved to be the case in the Australian colonies, because, after allowing for the increase in population, the cheapening of the article leads to a more extensive and liberal use of it. To illustrate this, I may say that while in 1885 the import of tobacco into New South Wales from America was 350,000lbs, in 1893 it was about

975,000lbs, notwithstanding that the local factories produced about 2,000,000lbs per annum. Similar results have taken place in Queensland, where tobacco manufacturing was commenced as late as 1889. Previous to that practically no tobacco was grown in Queensland, but today the actual value of the tobacco crop is estimated at £30,000 per annum. In Victoria, where they have a duty of 3s per lb. on imported tobacco, 1s duty on American leaf, and 6d excise, the imported tobacco has held its own; and I would suggest, to prevent any falling-off of revenue, the following tariff, which I feel would increase the present returns, and allow ample protection for the pioneering of an industry employing so many workmen:—A duty of 4s per lb on American manufactured tobacco; a duty of 2s 6d per lb on American leaf going into bonded factories (this duty to last for three years); then an excise of 6d per lb to be imposed at the end of this period. In suggesting this to you, I would like to impress the fact that it would take fully 12 months after the passing of the Act to thoroughly build and equip a factory with machinery, and we would have only two years to introduce the locally-grown leaf in a smokeable form. To illustrate by figures the result of the above suggestion, the only New Zealand Government figures available are those contained in the Blue Book of 1893. In this year 1,239,597lbs were consumed by a little over 700,000 inhabitants, yielding a revenue of £216,929. This additional 6d would increase this revenue by £30,990, being an adequate amount to compensate for any loss during the second two years of actual work done by the factories under the protection suggested, which bears the same differential duty as the present Victorian tariff. At the end of three years, when the local growth of tobacco is thoroughly accomplished and understood, an excise could be imposed of 6d. per lb., which would make American-manufactured leaf in New Zealand pay a duty of 3s. per lb., which is at present the case; or if the local leaf manufactured became so formidable to the tariff, which I have no doubt it will, it should be necessary to impose a heavy excise duty to compensate for any loss that might be sustained by a local article supplanting a foreign one. Of course you will thoroughly understand that there is always a strong prejudice against a local manufacture, which it takes hard work as well as skilful manufacture to overcome, and at the same time an investment of capital necessary to the commencement of operations, which are always attended by considerable initiatory expenses, and a certain amount of protection is therefore required. There should also be considered the fact that annually about £100,000 goes away from New Zealand to be distributed in labour and materials in other countries; this money kept in circulation here would materially increase the revenue by the purchases and consumption of other dutiable articles by those who work in and benefit by such industry.

The Employment of Labour.

I have been informed that the experiment of a tobacco factory has already been tried in New Zealand, but I have reason to believe that the attempt has been inadequately made, and I am convinced with greater experience and more ample means and the employment of the best modern appliances, we shall be as successful in New Zealand as in the other Australian colonies, and I am under no apprehension that the considerable capital which we propose to invest will not prove unproductive. I especially wish to point out that the manufacture of pipe tobacco, which I propose to devote my attention to, is totally dissimilar to the cigarette business. Whilst we possess the exclusive right of the use in Australasia of one of the best cigarette machines of modern invention (which we propose to employ in New Zealand, as in Australia, in this remunerative branch of manufacture) I am prepared to admit that this portion of our industry stands on an exceptional footing, and is susceptible of special treatment. A cigarette is not, generally speaking, a working man's smoke; those who indulge in it can well afford to pay sixpence per packet, which has been and still is the standard retail price for imported cigarettes. The introduction of most ingenious labour-saving machines, almost entirely automatic in action, has enabled the local producer of cigarettes, under cover of the protection afforded to the manufacturer of plug tobacco, to produce colonial cigarettes in enormous quantities, which have been placed on the market to be retailed at 3d per packet. This has led to a considerable increase in their consumption—largely, it is said, by youths and boys, to whom the premature use of tobacco is held to be deleterious. I would suggest, therefore, with all respect, that a substantial increase in the excise on cigarettes, which would bring this retail price back to sixpence per packet on the colonial product, would not appreciably effect the ordinary cigarette smoker, but it would check the consumption in a direction which is held by many to be an objection, and it would yield back to the revenue probably more than would be taken away by the suspension of the excise on the material which can be grown in the Colony. The duty on cigarettes manufactured in New Zealand at present by the American Trust is 3s 6d per lb. They manufacture 1000 cigarettes to 2lbs. of tobacco, while the duty on imported cigarettes is 7s per lb., and about 2½lbs. of tobacco is used. The duty amounts to 17s 6d; clear protection 10s 6d per 1000 for this branch of the industry, which is done entirely by machinery and has deprived a large number of girls in this Colony from employment that, prior to this machinery, they were able to earn fair wages by. The machines can turn out, by the employment of one man and a boy, from 8000 to 10,000 cigarettes in an hour. This has deprived the country not only of revenue but of employment for a large

number of hands and has enjoyed a heavy protection.

I quote from the New South Wales *Statistical Register*, for 1893 and previous years, "Manufactories and Work," the following tables:—

In the factory which I had charge of in Sydney we employed about 190 hands, the pay roll for wages generally being from £240 to £280 per week, besides the large amount of repairs which had to be locally done, which extended the employment still further. And, in addition to this, the working in tobacco factories *is a very healthy occupation*, in no way affecting the labourer's health. The rate of wages is fixed by the unions, and is thoroughly satisfactory all over Australia.

I am familiar with your labour laws, and anticipate no difficulty in working under them.

The Selling Price of Tobacco.

It has at the present time become a necessity to the labourer, and to every other branch of the community, to use tobacco, and the introduction of a local factory will diminish the cost to the consumer. We will undertake to produce a well-manufactured tobacco, which would be acceptable to the consumer, at a more moderate cost than the imported article.

Conclusion,

I desire to say I am not seeking anything in the nature of an exclusive concession or monopoly, and I have no doubt that our enterprise in New Zealand will be followed, as in the Australian colonies, by competitors, which will bring about further investment of capital in this Colony and extended employment, besides ensuring to the producer of leaf tobacco healthy competition in purchasers and a permanent and reliable market for their product.

Messrs Philips and Pike, National Mutual Buildings, Wellington, have in their possession some further information on the subject of this pamphlet, and they will be pleased to take charge of any correspondence dealing with the matter, or to supply any details that may have been omitted.

vignette

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Illustrations of Darwinism, and other Papers.

By Sir Walter L Buller, K.C.M.G., D.Sc., F.R.S.

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[Transactions of the New Zealand Institute, Vol. XXVII.]

ART. III.—*Illustrations of Darwinism; or, The Avifauna of New Zealand considered in relation to the Fundamental Law of Descent with Modification.*

By Sir WALTER L. BULLER, K.C.M.G., D.Sc., F.R.S., &c.

[*Read before the Wellington Philosophical Society, 27th June, 1894.*]

ON my retirement from the chair last year I had to apologize for my inability, owing to my hurried departure for England, to prepare the usual presidential address, but I then promised to deliver it later on; and by the courtesy of Major-General Schaw I am enabled to do so this evening in the form of a paper.

The Turks have a proverb which says that "the devil tempts the busy man, but the idle man tempts the devil." Bearing this in mind, I employed myself during a portion of my last six weeks' voyage from England in

gathering together from my New Zealand notes and recollections, and carefully elaborating, certain facts and inferences that appear to me to bear directly on the great doctrine of the evolution of species by a natural process of descent with modification—that is to say, the ever-operating law of natural selection by variation and the survival of the fittest. And, as I must to-night take up some special subject for my address, it seems to me that I cannot perhaps do better than place before you, whilst the matter is fresh in my memory, the facts and considerations that presented themselves to my mind and the conclusions arrived at in the course of this interesting study. I do so the more readily because I find that the distinguished and gallant officer who succeeded me, and who still occupies the presidential chair, in his inaugural address on the 14th June last, placed before the Society, in very picturesque language, views on this question of evolution which, in the light of modern science, I cannot but regard as unorthodox and, if I may use the term, pernicious. Major-General Schaw will not, I am sure, object to this personal reference, because in concluding his address he frankly admits that he has "thrown down the gauntlet and opened the door to criticism and discussion." I will give just one quotation by way of illustration. The President says, in his address, "In connection with these beetles I would refer to one passage in the Manual, and employ it as my text in what I wish to say on evolution, as it is in accordance with the theories of evolution which are now very generally accepted. The passage I refer to is at page 23, where this swimming-beetle is said to be 'only what a ground-beetle might naturally become if forced to lead an aquatic existence.' Now, my imperfect observation leads me to believe that any ground-beetle now forced to lead an aquatic existence—*i.e.*, being put into water—will not become a *swimming*-beetle, but, if it cannot get out, will inevitably become a *dead* beetle." Now, it seems to me that such a passage as that is worthy of the Dark Ages of Science. At any rate, it shows that the author of it has utterly failed to appreciate the plan and method of Natural Selection, for his argument entirely ignores the necessary postulate of Time. It is true that, later on in his address, he says, "We may undoubtedly accept as a working hypothesis, which has very strong arguments in its favour, that the remarkable unity in structural design which we discern in the animate world has been brought about in some way through heredity, or natural descent, with variations"; and, in commenting on the complete correspondence in all essential features between the Scriptural account and the facts of nature, he acknowledges that "Science fills out the pictures with endless and wonderful details, and teaches us that the days of creation were not days of twenty-four hours, but of many thousands of years." But here I fear his faith is weak; for, instead of limiting the Mosaic "days" to *thousands* of years, science claims space for vastly extended epochs of time. Sir Charles Lyell computes the age of the world, since the Cambrian period, at 270 millions of years, and in the opinion of most geologists this is a very moderate estimate. And Darwin says, "If the theory [as to the formation of the stratified rocks] be true, [unclear: i] is indisputable that before the lowest Cambrian stratum was deposited long periods elapsed, as long as, or probably far longer than, the whole interval from the Cambrian age to the present day, and that during these vast periods the world swarmed with living creatures."

Before proceeding to my subject, I may refer incidentally also, to a paper by one of our members, Mr. Coleman Phillips, "On a Common Vital Force," which appears in the last volume of our "Transactions." This essay affords pleasant and amusing reading, but it is impossible to take it seriously. For example, when a writer, professing to deal scientifically with his subject, brackets together the Moa and our domestic fowl—a Ratite bird with a Carinate—as "one species alone of living things," there is an end to any attempt at rational discussion. Mr. Coleman Phillips, in this paper, admits that he has not yet finished reading Darwin's "Origin of Species," but says, "What I have read has filled me with pain," and he proceeds to treat in a slighting spirit a book which, in the vigorous language of Professor Newton, "has effected the greatest revolution of human thought in this or perhaps in any other century."

"The theory of evolution was started as an hypothesis by Buffon, and defended and modified by Lamarck and others, but was regarded by most scientific men as a wild dream, until Darwin and Wallace, after years of patient accumulation of materials, overwhelmed the learned world with such a vast array of facts that with scarcely an exception scientific men acknowledged their defeat, and the hypothesis of evolution was raised to the rank of a theory as firmly based on facts as Newton's theory of gravitation, or the undulatory theory of light. . . . The great charm of Darwin's theory of natural selection is its simplicity. The theory of evolution by descent with modification had a great deal to recommend it; but the difficulty always presented itself, By what possible machinery could it be worked? To suppose a special creation of every species was bad enough, and looked weak, as if the clock always wanted mending or altering to make it go right. But to suppose not precisely a special creation, but a special interference, in a given direction, with the law of *like producing like*, at every generation, was a thousand times worse; and, consequently, of two evils scientific men chose the least, and the theory of evolution was laid on the shelf until Charles Darwin and Wallace took it down again. The fact of the survival of the fittest in the struggle for existence is such a simple theory that a child can understand it; and not only the scientific world, but almost every educated man, accepted the new theory of evolution as soon as they saw—or thought they saw—the simplicity of the machinery by which it is worked."—*Seebohm*

For my own part, I regret, as well for the author's sake as for the credit of the Society, that such a paper was allowed to appear in the "Transactions." With these introductory remarks, for clearing the ground as it were, I shall proceed to discuss the subject which I have selected for my theme this evening.

The ornithology of New Zealand, apart from its intrinsic interest, presents to the thoughtful naturalist several aspects of great philosophical significance. Not the least of these is that of the many peculiar forms which it contains, and their local distribution, because of the remarkable evidence hereby furnished in support of the now generally accepted Darwinian theory of the creation of species in the organic world—that is to say, by a natural and gradual modification of character, due to the survival of the fittest in the universal struggle for existence.

The principle of natural selection is expressed by Darwin himself as that of "the preservation during the battle of life of varieties which possess any advantages in structure, constitution, or instinct." He says, and with great force, "In scientific investigations it is permitted to invent any hypothesis, and if it explains various large and independent masses of facts it rises to the rank of a well-grounded theory. . . . If the principle of natural selection does explain these and other large bodies of facts, it ought to be received. On the ordinary view of each species having been independently created we gain no scientific explanation of any one of these facts. We can only say that it has so pleased the Creator to command that the past and present inhabitants of the world should appear in a certain order and in certain areas; that He has impressed on them the most extraordinary resemblances, and has classed them in groups subordinate to groups. But by such statements we gain no new knowledge; we do not connect together facts and laws; we explain nothing."

"The Variations of Animals and Plants under Domestication," 2nd ed., vol. i., page 9.

In his "Origin of Species" Mr. Darwin has shown that all organic beings, without exception, tend to increase at a very high ratio, and that the inevitable result is an ever-recurrent struggle for existence, in the natural course of which the strongest ultimately prevail and the weakest fail. By this process those variations, however slight, which are favourable are preserved or selected, and those which are unfavourable are destroyed. This continued production of new forms through natural selection inevitably leads to the extermination of the older and less improved forms, these latter being necessarily intermediate in structure, as well as in descent, between the last-produced forms and their original parent species. The position to which this brings us is thus stated: "Now, if we suppose a species to produce two or more varieties, and these in the course of time to produce other varieties, the principle of good being derived from diversification of structure will generally lead to the preservation of the most divergent varieties; thus the lesser differences characteristic of varieties come to be augmented into the greater differences characteristic of species, and, by the extermination of the older intermediate forms, new species end by being distinctly defined objects. Thus, also, we shall see how it is that organic beings can be classed by what is called a natural method in distinct groups—species under genera, and genera under families." Following the subject up with consummate skill, and bringing together a marvellous array of facts and observations, Darwin has shown very conclusively that descent with modification has been from time immemorial the means, whether naturally or artificially it matters not, of producing new and distinct forms of animal and vegetable life. The subject is on the face of it a very attractive one, and, when we come to deal with the actual facts, there is room for almost endless speculation in all directions. But what I propose to do this evening is to single out some well-established features and peculiarities of the New Zealand avifauna, to which, as you are aware, I have for many years given special attention, and to consider their direct bearing on the theory of evolution, or, putting it the other way about, to endeavour to find in the Darwinian doctrine of natural development their true and rational explanation.

Perhaps there is no country in the world where the process of natural selection among birds has had so favourable a field for its operation as New Zealand, owing to its great age as a continental island, and to the entire absence of natural enemies, up to the time, at any rate, of its occupation by man and the introduction of domestic animals which afterwards became feral. As a result, what do we find here as representing the ancient order of Ratite birds? I will not refer at present to the Moa and its kindred, because these birds have become extinct, and, except by way of analogy, do not come into my present subject. But look at the genus *Apteryx*, taking, for illustration, the oldest known member of the genus, *A. australis*. Here is a bird with, so to speak, the body of a turkey and the wings of a sparrow, these limbs having become so dwarfed by the operation of natural laws that they are reduced to mere rudiments; yet all the muscular parts, aborted and atrophied though they be, become perfectly distinct under the dissecting knife. Unlike all other known birds, instead of having the nostrils placed in the nasal groove, or on the ridge of the bill (as in the Petrel family), they are situated under a terminal protuberance at the extreme end of the upper mandible; and on examination it is seen that the produced upper mandible is in reality a prolongation of the facial bones—the result, no doubt, of long-continued gradual development in that direction—the brain being pushed back, as it were, into a remarkably small cranial pan for the size of the bird. These modifications of structure are of course adaptations to the feeding habits of the bird, which subsists principally on earthworms, in search of which, aided by its power of smell, it probes the soft

ground or loose vegetable mould in its forest haunts. In addition to this the head is furnished with long rictal hairs or feelers, as sensitive as the whiskers of a cat, and its hearing is known to be marvellously acute.

Mr. A. R. Wallace, in his admirable work on "Darwinism," says (at page 114), "So soon, however, as we approach the higher and more fully developed groups, we see indications of the often-repeated extinction of lower by higher forms. This is shown by the great gaps that separate the mammalia, birds, reptiles, and fishes from each other; whilst the lowest forms of each are always few in number and confined to limited areas. Such are the lowest mammals—the Echidna and Ornithorhynchus of Australia; the lowest birds—the Apteryx of New Zealand and the cassowaries of the New Guinea region; while the lowest fish—the Amphioxus or lancelet—is completely isolated, and has apparently survived only by its habit of burrowing in the sand. The great distinctness of the carnivora, ruminants, rodents, whales, bats, and other orders of mammalia; of the accipitres, pigeons, and parrots, among birds; and of the beetles, bees, flies, and moths, among insects, all indicate an enormous amount of extinction among the comparatively low forms by which, on any theory of evolution, these higher and more specialized groups must have been preceded."

Now, whilst accepting Mr. Wallace's general argument and admitting its soundness, I must venture to differ entirely with that distinguished scientist as to the position assigned to the genus Apteryx. I cannot for a moment admit that the Kiwi is one of the lowest birds in the sense implied. It rather seems to me to be an extremely specialized form, and one to which Mr. Wallace's own felicitous remarks (at page 105) are specially applicable: "In species which have a wide range the struggle for existence will often cause some individuals or groups of individuals to adopt new habits in order to seize upon vacant places in nature where the struggle is less severe. Some, living among extensive marshes, may adopt a more aquatic mode of life; others, living where forests abound, may become more arboreal. In either case we cannot doubt that the changes of structure needed to adapt them to their new habits would soon be brought about, because we know that variations in all the external organs and all their separate parts are very abundant and are also considerable in amount. That such divergence of character has actually occurred we have some direct evidence." By way of illustration, Mr. Wallace reminds us that Madeira, like many other oceanic islands in the temperate zone, is much exposed to sudden gusts of wind, and that, as most of the fertile land is on the coast, insects which flew much would be very liable to be blown out to sea and lost. Year after year, therefore, those individuals which had shorter wings, or which used them least, were preserved; till in process of time, as we now see, the insects of Madeira have become wingless and terrestrial, or, if they have not entirely lost their wings, have had them so reduced as to be useless for flight. To my mind it would not be right to confound these wingless insects with the lower forms of the "more generalized ancestors," but rather to assign them a place among the "higher and more specialized groups." For it must be borne in mind that, as Mr. Wallace himself expresses it (page 120), the "remarkable advance in the higher and larger groups does not imply any universal law of progress in organization, because we have at the same time numerous examples of the persistence of lowly-organized forms, and also of absolute degradation or degeneration. Serpents, for example, have been developed from some lizard-like type which has lost its limbs; and though this loss has enabled them to occupy fresh places in nature, and to increase and flourish to a marvellous extent, yet it must be considered to be a retrogression rather than an advance in organization. The same remark will apply to the Whale tribe among mammals; to the blind amphibia and insects of the great caverns; and among plants to the numerous cases in which flowers, once specially adapted to be fertilized by insects, have lost their gay corollas and their special adaptations, and have become degraded into wind-fertilized forms." But it seems to me that on this point Mr. Wallace is inconsistent with himself; because at page 481, after referring to my figure of the wing in vol. iii. of our "Transactions," he says, "Even in the Apteryx, the minute external wing bears a series of nearly twenty stiff quill-like feathers"; and he goes on to say, "These facts render it almost certain that the Struthious birds do not owe their imperfect wings to a direct evolution from a reptilian type, but to a retrograde development from some low form of winged birds, analogous to that which has produced the dodo and the solitaire from the more pronounced pigeon-type." He adds that our best anatomists agree that both Dinornis and Apteryx are more nearly allied to the cassowaries and emus than to the ostriches and rheas.

At page 416, *op. cit.*, Mr. Wallace says, "Whales, like Moas and Cassowaries, carry us back to a remote past, of whose conditions we know too little for safe speculation. We are quite ignorant of the ancestral forms of either of these groups, and are therefore without the materials needful for determining the steps by which the change took place, or the causes which brought it about."

Now, from this point of view, I think the language in which I long ago characterized the Kiwi—although challenged by Professor Hutton and others—is fully justified—namely, that it is the diminutive and degenerate representative of the ancient colossal forms of wingless birds. Its very existence, as we now find it, is an illustration of the truth, as formulated by Wallace himself, that "greater swiftness, increased cunning, nocturnal habits, change of colour, or the power of climbing trees and living for a time on their foliage or fruit, may be the means adopted by different species to bring themselves into harmony with the new conditions; and by the

continued survival of those individuals only which varied sufficiently in the right direction the necessary modifications of structure or of function would be brought about, just as surely as man has been able to breed the greyhound to hunt by sight and the foxhound by scent, or has produced from the same wild plant such distinct forms as the cauliflower and the Brussels sprouts."

I have referred to certain superficial characters; and for the purposes of our argument we need not at present go beyond these. The *Apteryx* then, I take, to be the most specialized type of its kind—an extreme form of degeneracy, using that term in its Darwinian sense. But, besides *Apteryx australis*, there are five other species, more or less distinct the one from the other, but all closely allied in every respect, size and colour being the only distinguishing characters. I will enumerate these species, with the ascertained range of each. *Apteryx australis*, already mentioned, inhabits the southernmost parts of the South Island; *Apteryx mantelli* (= *A. bulleri*, Sharpe) is spread over the North Island; *Apteryx oweni* (Gould) is met with in the wooded country in the northern and eastern portions of the South Island; *Apteryx haasti* (Potts) in the Heaphy Ranges and further south; *Apteryx occidentalis* (Rothschild) on the western slopes of the Southern Alps, and, curiously enough, in the Tararua Ranges on the west coast of the North Island; and, lastly, *Apteryx lawryi* (Rothschild) on Stewart Island.

This is the same as *Apteryx maxima* of my paper (Trans. N.Z. Inst., vol. xxiv., pp. 91, 92). Mr. Walter Rothschild, in his revision of the genus (*Ibis*, 1893, pp. 573-576), says, "*Apteryx maximus* is almost a fictitious species, though I am inclined to agree with Professor Hutton that it was only an overgrown *A. haasti*. The name was published originally, without a description, by Bonaparte in the 'Comptes Rendus,' xliii., p. 841, taken from an unpublished manuscript of Jules Verreaux, and then Professor Hutton described a foot in his 'Catalogue of the Birds of New Zealand' and ascribed it to this species. Both references, however, distinctly refer to a bird from the *South Island*. In 1890 Sir Walter Buller finally announced that he had discovered the true *A. maximus* on Stewart Island, and I am fortunate in possessing the entire series from his collection; but I most emphatically say that this species cannot be *A. maximus* of Verreaux, and therefore I have much pleasure in naming it *Apteryx lawryi*, after Sir W. Lawry Buller. Sir W. Buller fully described this bird before the Wellington Scientific Society. All that I shall add is, therefore, that, though the differences between it and *A. australis* are very slight, they are apparently constant, owing, no doubt, to the isolation of the species."

Mr. Rothschild declines to adopt Dr. Sharpe's proposed name of *Apteryx bulleri* for the North Island Kiwi, on the ground that the bird originally named *Apteryx mantelli* by Mr. Bartlett came from the North Island, which fact, in his opinion, "establishes, without a doubt, the priority of Mr. Bartlett's name." He says, further, "As regards *A. mantelli*, I can only point out that Dr. Otto Finsch maintained that Mr. Bartlett's diagnosis was founded on a false basis, and he, moreover, believed that the North Island *Apteryx* was barely worthy of sub-specific rank. Sir Walter Buller, however, and all other ornithologists who have expressed any opinion on the subject, maintain, and, I am convinced, rightly, that the North Island bird is distinct from *A. australis*."

The dividing-lines between these species, at certain points, are so indeterminate that ornithologists are not yet agreed as to how many independent species should be recognised. Dr. Otto Finsch, the well-known German scientist, contends that the North Island bird cannot be separated from *Apteryx australis*, except as a local variety, although in this view he now stands alone; Professor Newton, whose opinion always carries great weight with me, declares his inability to distinguish the former as a species distinct from *Apteryx lawryi* of Stewart Island, although he recognises *Apteryx australis*, which occupies an intermediate range of country. But the Professor is also in some doubt as to the propriety of admitting *Apteryx haasti* as a species.

Mr. Walter Rothschild, who owns the largest collection of Apteryges in the world (some thirty living birds, and I believe over a hundred skins), has, after mature consideration, decided to separate the spotted grey Kiwis into two species—*Apteryx oweni* (Gould) and *Apteryx occidentalis* (Roths.). Of the latter he possesses a living example, obtained in the neighbourhood of Milford Sound, nearly as large as *Apteryx haasti* and very different in appearance from *Apteryx oweni*, having banded plumage, a dark head, and blackish-grey feet. To this he refers Mr. Morgan Carkeek's example from the Tararua Ranges (North Island), and a number of specimens collected by different persons on the west coast of the South Island. Of the distinctness of his type I have no doubt whatever; but I am not quite prepared to follow him in uniting the others with it. They seem to me to be a form intermediate between it and the Little Grey Kiwi (*Apteryx oweni*) with which we are all so familiar. Here, in fact, we have an instance of the boundary-line between one supposed species and another being so indistinct as to occasion constant doubt and confusion in the discrimination of the forms.

Then, again, with regard to *Apteryx mantelli*, in the North Island. You are no doubt familiar with the chestnut-brown Kiwi which inhabits the Pirongia Ranges and is found all the way down the west coast to Wanganui. But all the specimens I have seen from the east coast are almost black in plumage, even the feet being blackish instead of whitish-brown as in the ordinary bird. So far no attempt has been made to raise this form to the rank of a species, or even of a subspecies; but the fact remains that the birds from this part of the country are always dark-coloured, and, as such, readily distinguishable from the common Kiwi. And, as I have

mentioned in my "Birds of New Zealand" (vol. ii., p. 310), there is likewise a rufous-coloured form, with plumage of a very peculiar texture ("Kiwi-kura" of the Maoris), which I found breeding true in the Pirongia Ranges; but, as this bird inhabits the same district as *Apteryx mantelli*, it can only be regarded as a variety. Nevertheless it shows very clearly the latent tendency to vary.

Apteryx lawryi is the largest of these species, as *Apteryx haasti* (which is next in size) is the most handsome, owing to its chestnut-and-brown dappled plumage. *Apteryx lawryi* runs as it were in parallel lines with *Apteryx mantelli* and *Apteryx australis*, as *Apteryx haasti* does with *Apteryx oweni* and *Apteryx occidentalis*. But, whether all these species be accepted as distinct, or some of them be regarded as mere varieties of others (which will always be debatable ground), there can be no doubt whatever that they have all come from a common parent stock, and that within a period of time, geologically speaking, comparatively recent. Going back to earlier times, and reasoning by analogy, we may venture to infer that the remote ancestor of the degenerate parent form was a volant bird—probably one tolerably well furnished with wings and tail, with a proportionately large head and short bill, with the muscles of the posterior limbs far less developed than in the Kiwi, and with very different plumage, both as to form and texture.

It may be asked how it is that we find the Kiwi developing a long stiletto-like bill, whilst another race of wingless birds, the Moas, belonging to the same order and inhabiting the same country, were perfecting themselves in an entirely opposite direction. But it must be remembered that, according to the ascertained laws of variation, divergence of character in opposite directions may take place even among members of one and the same species, at one and the same time, and within the same geographical area. Isolation, for such a purpose, does not necessarily mean insulation, as some writers appear to assume. Wallace puts it very clearly: "Isolation will often be produced in a continuous area whenever a species becomes modified in accordance with varied conditions or diverging habits. For example, a wide-ranging species may, in the northern or colder part of its area, become modified in one direction, and in the southern part in another direction; and, though for a long time an intermediate form may continue to exist in the intervening area, this will be likely soon to die out, both because its numbers will be small, and it will be more or less pressed upon in varying seasons by the modified varieties, each better able to endure extremes of climate. So, when one portion of a terrestrial species takes to a more arboreal or to a more aquatic mode of life, the change of habit itself leads to the isolation of each portion."

Now, it is not difficult to imagine that in the case of a country which was gradually emerging from the depths of the ocean, presenting for long-continued periods of time low flats more or less covered with scrubby vegetation, available for purposes of concealment, a smaller size would be beneficial to the already practically wingless birds, the more so if correlated with a longer bill, for the purpose of hunting for annelids and insects in the increasing deposits of mould covering these newly-formed flats. And, bearing in mind that natural selection acts solely "by the preservation of useful variations, or those which are beneficial to the organism under the conditions to which it is exposed," we should in this case regard the so-called degeneration of the Kiwi as an improvement in the organism of the bird in relation to its conditions and environment. So also, in regard to those wingless birds which continued to inhabit the table-lands, and to subsist on fern-roots and the ever-present "cabbage-tree," should we regard a longer neck and a stronger bill as beneficial variations, especially if correlated with a more massive posterior development, such as that which distinguishes *Dinornis elephantopus* and *Dinornis crassus*. May not the giant Kiwi (*Megalapteryx hectori*), the remains of which were discovered and described by the late Sir Julius von Haast, represent one of the intermediate forms which have been stamped out and lost in the long-continued struggle for existence along the borderland, so to speak, of these different races of wingless birds?

As I have already stated, each so-called species of Kiwi is restricted in its range to a particular district. In the case of *Apteryx mantelli* and *Apteryx lawryi* this is insular, save as to the appearance of the Grey Kiwi on the Tararua Range, which I shall presently endeavour to account for. Now, if any sudden catastrophe were to overtake New Zealand, destroying all animal life, the remains of the different species of Kiwi (so far as they could be distinguished) would be found in different localities and never commingled. This is not the case with *Dinornis* and its allies. The bones of about a thousand birds were exhumed by Sir Julius von Haast from the Glen-mark marshes, and these comprised the skeletons of several genera and numerous species, varying considerably in stature, all mixed up indiscriminately together, showing that these birds had inhabited the plains of Canterbury at one and the same time. I have endeavoured to furnish an explanation of this in my introduction to "The Birds of New Zealand," pages xxxiv., xxxv. Adopting a theory first put forward by Professor Hutton—to whom I acknowledge my indebtedness—I have attempted to show how this could have been brought about by natural causes. By going much further back in time—and that is the charm of the evolution theory, that it imposes practically no limits as to time and space—I have supposed that in very ancient times two or more species of brevipennate birds, themselves the descendants of volant birds of a still earlier epoch, roamed over a great southern continent, which, by some convulsion of nature, was afterwards submerged, leaving its higher levels and mountain-tops exposed in the form of numerous scattered islands, on which the

survivors of the wingless race of birds would naturally remain; that this state of things continued long enough—how long it is impossible even to conjecture—for the inhabitants of each island to develop new characters suited to their special environment in each case, thus bringing into existence in the end the various species of *Dinornis* and its allies as we now know them; that a widespread upheaval or elevation of the land followed, reuniting most of the islands, and resulting in the areas now known to us as the Islands of New Zealand, when, of course, the Struthious birds which had been developed in the smaller insular areas would be able, in process of time, to commingle on common ground. "In process of time," I say, because it would naturally take a considerable time for the newly-elevated areas to become covered with vegetation, although, on the other hand, it is quite possible that this elevation may have been gradual in its operation everywhere. I suggested that when, by the gradual subsidence of their domain beneath the waters of the great Pacific, they were driven as it were into a corner and overcrowded, the struggle for existence became a severe one, and the extinction of the race then commenced; that the more unwieldy giants, thus cabined and confined, were the first to succumb; and that the smaller species, perhaps in course of time differentiated from their ancestors by the altered physical conditions of their environment, continued to live on till their final extirpation by man within recent historic times. Professor Hutton supposes two successive submergences and elevations of the land at long intervals, but in this I am unable to follow him. Without that, the theory is sufficient, I think, to account for the co-existence in comparatively recent times of the various genera and species. But, as the modifications in form and structure constitute important generic distinctions, very long periods of time must have elapsed after the continental submergence before the final elevation of the land which made it possible for these wingless birds to commingle as they evidently did in later times. On the assumption that the North and South Islands were never reunited after the great submergence, these two areas having been independently formed by the fusion of different sets of islands, north and south, when the elevation took place, this theory will account for the singular fact that the *Dinornis* remains found in the North Island represent different species of birds from those of which remains have been so abundantly discovered in the South.

Professor Hutton is of opinion that the smaller forms of *Ratitæ* in New Zealand must have preceded the larger; and the fact that bones of only the smaller species of *Dinornis* and *Syornis* have as yet been found in both Islands seems to favour that view. But the evidence on this point is, I think, far from being exhausted, for fresh discoveries of Moa-bones are still being made from time to time, and in the most unlikely localities. On the other hand, whatever date may be assigned for the extinction of the Moa (and upon this question there is much difference of opinion), there seems little doubt that the colossal forms, such as *Dinornis maximus*, *D. altus*, *D. validus*, and *D. excelsus*, were the first to become extinct, because none of their remains have ever yet been found in the ancient kitchen-middens, mixed up with the rejectamenta of human feasts, or bearing evidence by chipping or gnawing of manipulation by man in a recent state; besides which they have sometimes been found in a highly fossilized or mineralized condition, unlike the bones of the smaller species, which contain much organic matter and often look perfectly fresh. I am of opinion that the larger forms are the more ancient, and are those that roamed originally over the afterwards submerged continent, and that the smaller-sized Moas, of different genera and species, are the descendants of those which had been specialised in the various islands during the long epoch following the continental submergence. Professor Hutton, accepting the outcome of Professor Parker's important researches into the embryology of this form, admits that in the Kiwi the hind limbs undergo a relative diminution in size between the time of hatching and the attainment of fully adult proportions, especially in the case of the female; and he adds, "This implies that the ancestral Kiwis were, like *Megalapteryx*, larger than the living birds; and we may infer the same thing from the great size of the egg. It is a legacy from a larger bird which is not easy to get rid of. The greater proportionate size of the female is probably due to its having to lay such a very large egg. The males have decreased in size more rapidly than the females, who were handicapped by such large eggs." Professor Hutton suggests that the reverse of this obtained in the case of the Moas; but there is no evidence of that. After a critical examination of all the evidence afforded by the bones and their distribution, he says, "Evidently *Anomalopteryx* and *Palapteryx* are the oldest forms; but if *Palapteryx* had wings it could not have been derived from the wingless *Anomalopteryx*; and, if the birds were increasing in size, *Anomalopteryx* could not have been derived from *Palapteryx*."

"On the Moas of New Zealand," by Captain F. W. Hutton, F.R.S, Trans. N.Z. Inst., vol. xxiv., p. 149.

Exactly so; but on my hypothesis these difficulties disappear, and the supposed conditions are in harmony with it. In this connection I may mention the curious fact that, although *Anomalopteryx didiformis* is one of the smallest of the Moas, scarcely exceeding in size the common Bustard, it had proportionately the largest skull of all the *Dinornithidæ*. Commenting on this, Professor Owen remarks that, if the peculiarly nutritious roots of the common fern contributed, together with buds or foliage of trees, to the food of the various species of Moa, the concomitant gain of power in the locomotive and fossorial limbs does not appear to have called for a proportionate growth or development of brain or of bill.

As with the Kiwi, it would seem that the development of the Moa was downwards, or in the way of

degeneration, and the restriction of its range to small insular areas would doubtless favour this dwarfing process.

One can understand how in process of time the various species of Kiwi now known to us have become evolved from the parent stock by means of natural selection and the survival of the fittest, operating under well-established natural laws. Any divergences of character, however small to begin with, long continued and persisted in, would account for any number of so-called species in various parts of the country. For, a species—what is it? What does the name denote? Of what use is it to science except as an artificial definition, and for the greater convenience of systematic classification?

But the great difficulty in any theory on the subject is to account for the presence of the Grey Kiwi on the west coast of both Islands. Our knowledge of its existence in the North Island rests on a skin brought to me in a fresh state by Mr. Morgan Carkeek, who obtained it just below the snow-line on the highest of the Tararua Ranges, where, he states, he could have collected many more. For the present, I confess that the presence of this species in the North Island is very perplexing. One solution that suggests itself to my mind is that it may have been introduced in former times through human agency. It will be remembered that the Maoris have a tradition that the Pukeko, or Swamp-hen (*Porphyrio melanonotus*)—which, until recent years, when its haunts were invaded and drained, was excessively abundant in both Islands—was first introduced by their ancestors, who brought tame birds with them in their canoes from Hawaiki. It must be borne in mind also that the range of the Grey Kiwi includes the north-west coast of the Nelson District, for specimens which I obtained from that locality have been referred by Mr. Rothschild to his *Apteryx occidentalis*; and, furthermore, that the passage to and from the Kapiti coast, on the opposite side of Cook Strait, could easily be effected by the Maoris in their war-canoes. To entrap a few Kiwis, and bring them across alive in flax cages, would have been a very simple operation, and a far less ambitious project than that of stocking New Zealand with the Swamp-hen from far-off Hawaiki. The suggestion does not seem an unlikely one, when we remember that the Kiwi was always highly prized by the Maoris from the earliest times, both as an article of food and on account of its feathers.

On the theory put forward, and assuming, as we fairly may do, that the North and South Islands have never been united since the continental submergence,—in other words, that there was a simultaneous elevation of the two areas, north and south, with a permanent sea-channel dividing them,—we can understand and account for the existence of closely-allied representative species in the two Islands. I will give some examples: In the North Island the Blue-wattled Crow (*Glaucoptis wilsoni*), in the South the Yellow-wattled Crow (*Glaucoptis cinerea*); in the North Island the Saddleback (*Creadion carunculatus*), and in the South its grey ally, *Creadion cinereus*. It is true that *Creadion carunculatus* is found also in the South Island, which is the proper home of *Creadion cinereus*. This may, I think, be accounted for by an accidental colonization at some time, through the crossing of stray individuals to the other side of the Straits: even a single pair would suffice. Rare as this bird now is along the wooded shore on the north side of Cook Strait, I can remember that about thirty-five years ago it was more abundant there than in any other part of the country. But to resume my list of examples: In the North Island we have the Thick-billed Thrush (*Turnagra hectori*), in the South the common *Turnagra crassirostris*; in the North Island the Wood-robin (*Miro longipes*), in the South its congener *Miro australis*; in the North Island the Whitehead (*Glitonyx albicapilla*), in the South the Yellowhead (*Clitonyx ochrocephala*); in the North Island the White-breasted Tomtit (*Myiomoira toitoi*), in the South the Yellow-breasted Tomtit (*Myiomoira macrocephala*); in the North Island the Pied Fantail (*Rhipidura flabellifera*), in the South the Black Fantail (*Rhipidura fuliginosa*). The same remark applies to the former of these as to the Saddleback, and the same explanation may be offered. It will, perhaps, be objected that this bird is too weak-winged to cross the Straits under any circumstances; but, as against this, I may mention that during the past twenty years there have been several well-authenticated cases (as recorded in my "Birds of New Zealand") of the Black Fantail crossing the Straits to the North Island; and of late years there has not been wanting evidence of its breeding here. What, therefore, is there to prevent such a species becoming naturalized in the North Island, and that without the intervention of any but natural causes? A gale of wind, under favourable conditions for the passage of the Straits, would alone be sufficient to occasion this dispersal of the species.

Now, all the representative forms I have named are accepted by ornithologists in general as good and true species. But take any two of them and compare them carefully. Who can for a moment doubt their common parentage?—how far back in time, it is not our present purpose to inquire. "Species," "subspecies," and "varieties" are now terms in general use among ornithologists, as well as among other specialists, and, as it seems to me, simply for the purpose of indicating the distinctness or otherwise of the lines of demarcation separating one from another in their present stages of development under the slow and invisible, but nevertheless inevitable and sure, processes of that law of evolution which governs the whole animal kingdom. When we come to study the matter more closely it often seems well-nigh impossible to draw any specific line at all. So-called species often appear to run into one another by insensible gradations; so much so, indeed, that no two naturalists are agreed as to how much persistent difference is necessary to constitute a species, as

distinguished from a sub-species or variety. Take, by way of illustration, the various forms of Woodhen (*Ocydromus*) inhabiting New Zealand. Dr. Bowdler Sharpe, who, as a rule, does not err on the side of "lumping," has recently declared (Bulletin, 1893, p. xxx.), that he finds it impossible to distinguish *Ocydromus greyi* of the North Island from *Ocydromus earli* of the South Island. This difficulty arose, no doubt, from the circumstance of his examination of the two forms having been confined to dried specimens. If he had been permitted to study the live birds he would have seen that, apart from the unmistakable difference in the general hue of the plumage, *Ocydromus greyi* has brown irides and legs, whereas the southern form (*Ocydromus earli*) has these soft parts of a lake-red colour. He says further (*loc. cit.*, p. xxix.) that he prefers the simple arrangement in my first edition of "The Birds of New Zealand," limiting the number of species to three, to that of my second edition, fifteen years later, which admits five species of the group. This alteration, however, was not made by me hastily or without full consideration. I believe I have critically examined a very much larger number of *Ocydromi* than any other working ornithologist, and, although I do not wish to underrate the perplexities presented by the intergrading of plumage, I think I have adopted a very cautious rule of admission. Professor Hutton has recognised at least two more—namely, *Ocydromus hectori* and *O. finschi*—and a naturalist given to what is termed "splitting" might easily have increased the number still further. But this is the *crux* of the whole thing. In this particular instance the species of one naturalist is the subspecies of another, and the "local variety" of a third. What is this but the existence of transitional forms under the steady march of evolution?

But the question of the great variability of the South Island Woodhens opens up a larger one, which I confess myself quite unable to answer. How is it that in the North Island there is but one well-marked species of Wood-hen spread over its entire area, whilst in the South Island, under practically the same conditions of environment, there are at least four species, and possibly more, running into one another in such a way as to puzzle even the most expert ornithologists?

The Woodhen genus offers an exceptionally good example for a study of this sort, because, although furnished with ample wings, the quills are soft and useless, and the birds in consequence are flightless.

To take another instance of the kind: the Kakapo or Ground-parrot (*Stringops habroptilus*) has ample wings, and yet it is incapable of flight. The presence of this flightless bird, essentially the same in all respects, in both Islands, presents a difficulty which cannot be ignored. But, then, some species are more persistent in their character than others; and it may be that the Kakapo, as it existed in different areas before the final elevation, had reached its full development, and has remained stationary ever since. Its markings had become so exactly like the green mosses and other vegetation among which it feeds, thus effectually protecting it from birds of prey, and, in the absence of feral animals, the faculty of flight had become so unnecessary to it, that it is difficult to see in what direction natural selection could operate further to the advantage of the bird. It may be asked why, seeing that the Kakapo is flightless from long disuse of its wings, these members have not been more completely aborted, or dwarfed to mere rudiments, as in the case of the Kiwi? The obvious answer is that, allowing the necessary time,—in how many generations it is impossible to say,—the same results would naturally come about. How long it may have taken for the Kiwi to become practically wingless since the process of degeneration commenced we have no means of even guessing. But our pestilent civilization has, of course, put a stop to all that, and within measurable time the Kakapo will disappear altogether,—passing out of existence, in full possession of its wings, but feeble in their quills, and crippled by the atrophy of their muscular mechanism.

I think there is a manifest advantage in questions of this kind being investigated and discussed by ourselves on the spot. In illustration of this I may refer to a very curious mistake made by Mr. Alfred Russel Wallace, the great apostle of the creed of natural selection,—to whom, indeed, we all metaphorically doff our hats in respectful admiration. In writing of the New Zealand avifauna he confounds the Kakapo with the Kea, declaring that the moss-eating *Stringops* had become carnivorous, and is most destructive to the settlers' sheep!

This incidental reference to the Kakapo and its protective colouring leads me into another very interesting field of observation—namely, the gradual adaptation, by natural selection of course, of certain species to their habitual environment by the acquisition of protective colours. The olive-green Bell-bird is almost invisible to the eye as it clings to the leafy climbing tawhiwhi (*Metrosideros scandens*), and inserts its brush-tongue into the corolla of the crimson flower; the grey-and-white Ground-pipit eludes the most practised eye as it perches on a dry log, or nestles by the wayside; the Bronze-winged Cuckoo so harmonizes with its surroundings as it rests silently on a low bough that you may be within a yard of it without detecting its presence; the Dottrel and the Godwit squat on the sands without being seen; the Wry-billed Plover hides itself among the loose pebbles and shingles of its own grey colour; the green Parrakeets are undistinguishable from the bright evergreen vegetation among which they feed; the Kaka, but for its discordant cry, would generally be safe from observation in the midst of the brown branches among which it loves to climb and explore for insects; the Rifleman, the smallest of our native birds, is quite invisible as it clings to the lichen-covered bark; and the

Bush-wren hops in safety among the moss and vegetation of the forest to which its own colours so closely assimilate. And so one might go on selecting examples almost without end, in illustration of the well-known law to which I have referred as being almost universal in its application and effects.

Leaving birds, however, for one moment, let us consider the remarkable correlation of colour with its surroundings in the case of many of our lizards. The beautiful green lizard (*Naultinus elegans*) so exactly harmonizes with the manuka bushes on which it is usually found that it requires a very practised eye to distinguish it. The protective resemblance is rendered more complete by the leaf-shaped markings of yellow on the back and sides; and it is pretty clear that this particular character has been acquired by natural selection, or descent with modification for protective purposes, inasmuch as the young of this species is of a uniform green colour. These remarks apply with even stronger force to my *Naultinus pulcherrimus*, from Nelson, although, being a somewhat rare species, it is perhaps less noticeable. Here the irregular white markings, intermingled with the yellow and green, coupled with the animal's peculiar habit of curling up its tail in the form of a "Catherine's wheel," render the deception absolutely perfect. In this case also the young is of an almost uniform green colour, varied only with leaf-like markings of a darker green on the back. Then, again, as I have previously pointed out, the markings on the back of my *Naultinus sylvestris* (discovered by Mr. Annabell at Wanganui) so exactly resemble the minute yellow lichens which cover stems of dead wood in the forests as to render it at all times perfectly safe from detection in such situations. *Naultinus sulphureus*—whether we regard it as a distinct species or only a pronounced local variety—is admirably adapted by its uniform yellow colour to the sulphur deposits of Rotorua, where alone it has been met with. But to come to the common species: where could we find a more beautiful adaptation of colouring to the natural surroundings than in the case of our common tree-lizard (*Naultinus pacificus*), the shades and markings of which present an almost endless variety; or in that of the variable *Mococa ornata* and *Mococa zealandica*, inhabiting our stony places and roadside vegetation? A case even more remarkable still is that of our wonderful *Sphenodon punctatum* or Tuatara lizard. Now this lizard is so abnormal in its character that it forms by itself a distinct order of reptilia, and exhibits the most bird-like skeleton of all existing reptiles. It is perhaps generically the oldest inhabitant of the earth, being closely allied to the *Prohatteria* of the Permian period, its nearest relations being the various forms of *Rhynchocephala* which occur in the Trias. I have not time now to refer to the wonderful peculiarities of this living representative of a remotely ancient race; but I may mention that the Tuatara has been found to possess, concealed under the tough skin of the forehead, the vestiges of a third but now obsolete eye, the functional parts being present, even to the optic nerve! It has become extinct on the mainland; and it is a very curious fact that, through long isolation, it has become differentiated in colour in the several islands or groups of islets which it inhabits. With the exception of a green form, exhibiting some structural modifications, which I have dedicated to our great herpetologist, under the name of *Sphenodon guentheri*, it has been found impossible to distinguish these forms except as local varieties, sufficiently well marked however to admit of their being referred to their respective island habitats. What are these, I would ask, but incipient species? Allowing sufficient time under the existing conditions of life, and, reasoning by analogy, each island or group of islets must in the end possess a distinct species of *Sphenodon* exactly suited to its environment. It is, moreover, sufficiently clear that nothing but the island asylum could have saved this lowly-organized and archaic form from absolute extinction.

I may here remark that one is surprised to find a naturalist like Mr. H. O. Forbes—fresh from New Zealand, and with all the literature on the subject at his command—in his recent address to the Royal Geographical Society, referring to the Tuatara as "a curious and ancient form of lizard now absolutely confined to an islet off the coast of the North Island." Here is a statement of fact, made with apparent scientific accuracy, and yet far wide of the truth. It is quite true that the tuatara has become extinct on the mainland, but it still exists in considerable numbers on the rocky islands adjacent to our coasts. It is common on the Hen and Chickens, on Cuvier Island, on the Poor Knights, on the Mercury Islands, and on the Barrier Islands, in the Hauraki Gulf. Coming further south, it is abundant on the Alderman Islands, on Motunau or Plate Island, on the Island of Karewa in the Bay of Plenty, on the Rurima Rocks, on Whale Island, and on East Cape Island. It inhabits the various groups of islands in Cook Straits, such as Stephen Island, the Brothers, and the Chetwynd Islands. It has been recorded from other localities; and it is highly probable that it exists on many unexplored islets or rocks lying off the coast of the North Island. The last recorded specimen from the mainland was captured in Evans Bay about the year 1842, and was preserved by Dr. Monteith, one of the early Wellington settlers. He presented it some twelve years later, and it is now in the collection of the Colonial Museum. The extermination of this lizard is attributed to its natural enemies of modern times, pigs and rats, whose ravages it has hitherto been able to escape on the small uninhabited islands. Unfortunately, of late years even there it has been exposed to the persecution of travelling natural-history collectors, one of whom is said to have forwarded at one time to Europe no less than three hundred specimens preserved in spirits.

Less fortunate has been another form of New Zealand lizard, the Kawekaweau, whose quasi-arboreal habits of life have prevented its taking advantage of this last refuge. From the accounts of the natives, the

Kawekawau appears to have been a form of iguana inhabiting the deep forest, and there can be no doubt that it lingered in the land till within the last thirty years, when the remnant of its race succumbed to wild pigs and other natural enemies. It is always described by the Maoris as beautifully marked with alternate bands of colour, and reaching at maturity to a length of 2ft. or more.

It is significant that the Long-tailed Cuckoo (*Eudynamys taitensis*), whose streaming tail-feathers are handsomely barred in their whole length with chestnut and black, is also known by the name of Kawekawau in many parts of the country. In like manner the name Kakariki (indicative of the colour) is applied alike to the green lizard and to the Green Parrakeet of our woods.

But, although these are good illustrations of the correlation of colour and of the extinction of well-established forms in the struggle for existence, I feel that I am rather digressing from the real subject of my address.

Closely connected with this subject of assimilative colouring is that of the gradual adaptation of structure to the conditions of existence. In my "Birds of New Zealand" I have called attention to some remarkable cases of this kind, and notably to that of the Huia (*Heteralocha acutirostris*)—an instance quite unique in the whole class of Birds—where the sexes present differently-formed bills, specially adapted to their habits of life and general economy. Now, on what principle apart from the Darwinian theory can we explain this remarkable sexual difference?

sketch of Huia bird

And to mention another case, that of the Wry-billed Plover (*Anarhynchus frontalis*) is a very remarkable one. In this instance the bird has the bill turned or twisted to the right, this asymmetry being admirably adapted to this plover's peculiar mode of feeding among the pebbles of the seashore. In the case of our beautiful Red-necked Avocet (*Recurvirostra novæ-hollandiæ*), the curvature of the bill is upwards instead of sideways; and in both forms this marvellous departure from the normal type of a plover's bill is congenital, being present in the unhatched embryo. Then, again, what is the Rock Wren (*Xenicus gilviventris*) but an extreme development of the Bush Wren (*Xenicus longipes*)—which has put off its green plumage for the dun-coloured dress more in harmony with its surroundings among the rocks on the open mountain, and has acquired a longer hind claw, so as to fit it for this different habitat—or *vice versâ*? The particular direction of the development does not of course affect the argument. And it is a significant circumstance that I possess intermediate forms; so much so, in fact, that I have been in doubt as to which of the two species they really belonged. Or, to take just one more case: who can doubt that the fleshy membrane on the bill of our Blue Mountain Duck (*Hymenolæmus malacorhynchus*) has been specially developed to enable it to hunt the more successfully for the peculiar stone-encased caddis-worm of our mountain streams, which now forms its principal article of food?

But now, to revert to my main line of argument: In considering the problem of representative species in the North and South Islands respectively, it must be borne in mind that there are probably many broken links in the chain of succession through the disappearance of representative forms. We all know that the existing avifauna is being stamped out and destroyed by a variety of artificial causes, not the least among them being the naturalization of foreign birds by way of acclimatization, on the one hand, and the introduction of bloodthirsty animals like stoats, weasels, and ferrets, on the other. But long before the effects of our drastic colonization made themselves felt, many of the ground species were dying out, in obedience, no doubt, to that inscrutable law of nature whereby races of animals and plants, apparently of their own accord, die out and give place to other forms of life. I remember, when I was a boy, the interest with which I followed the Maoris' descriptions of birds that had even then become rare or were disappearing from the land. One bird, a species of Rail apparently, was often mentioned to me under the name of Pukunui—so called from the abnormal size of its stomach. It was described as a reddish bird, frequenting swamps and marshes, and I was constantly hearing of it. Indeed, I never made an excursion among the Maoris anywhere without making diligent inquiry for the Pukunui, so much so that the older men thought I had Pukunui on the brain. I offered liberal rewards, and often felt that the bird was almost within my grasp. At length, at the small bush settlement of Mareikura, on the North Wairoa River, one was caught at the edge of a raupo swamp near the village by my trusty lieutenant, Tamati Nui. It had been taken unhurt, and, pending an opportunity of forwarding it to me, it was kept tethered by a flax-string in the marae or open courtyard. A passing Maori unconsciously snapped the string with his foot, and, unfortunately for me and for science, this "*rara avis in terris*" made its escape. More than forty years have elapsed since this occurrence, and I have never so much as heard of the capture of another Pukunui!

In this connection, and also as marking the tendency towards extinction in certain lines, it is of interest to notice that the Ralline genus *Notornis* was contemporary with the smaller species of Moa, and that the bones of the living bird obtained in Otago differ so much from those of the fossil remains discovered by Mr. Walter Mantell at Waingongoro, in the North Island, and referred by Professor Owen to a form which he named *Notornis mantelli*, in honour of the discoverer, that Dr. A. B. Meyer, of Dresden, proposes to discriminate two species, distinguishing the southern form as *Notornis hochstetteri*, in compliment to the Austrian explorer.

Assuming Dr. Meyer to be right in his determination, we have here a beautiful instance of representation, the North Island species having long since disappeared, whilst the South Island species is verging on extinction.

I think I have now noticed all the main points bearing on this question arising out of a study of the birds of the North and South Islands. But it is to the smaller insular areas that we naturally look for the strongest proofs in support of our theory, because the conditions there are altogether more favourable. Let us first take the Chatham Islands, lying about four hundred miles to the south-east of Wellington. It is very clear that there has been no land communication between the Chathams and New Zealand since the continental submergence. This has allowed time for the production by natural selection and the survival of the fittest of several distinct species. Now, let us see what we have. Notably, a new species of Bell-bird (*Anthornis melanocephala*) has come into existence—a much larger and finer species than our Korimako (*Anthornis melanura*), although presenting the same adolescent and sexual phases of plumage. But the curious thing about it is that, side by side with this endemic species, our Bell-bird is also to be found in the Chatham Islands and on the adjacent islets (Pitt Island and Mangare). To my mind the only explanation of this is the same that I have given in a former paper (Trans. N.Z. Inst., vol. xxiv., p. 65) for the occurrence side by side of *Platycercus unicolor* and *platycercus erythrotis* on Antipodes Island—namely, that the smaller species owes its existence there to a comparatively-recent colonization, the result of some accidental flight or migration from the mainland,—with this difference: that in the case of *Platycercus erythrotis* the irruption of the parent form must have been long anterior to the colonization, so to speak, of the Chatham Islands by the New Zealand Bell-bird, inasmuch as there has been time for a sufficient modification of characters to entitle it (in the opinion of many ornithologists) to take specific rank, distinct from *Platycercus novaezealandiae*. As to such occasional migrations there would be nothing in the distance, at any rate, to negative such a supposition. Then, again, we have a Wood-pigeon (*Carpophage chathamensis*) very similar to the New Zealand bird, but sufficiently differentiated to be accepted as a good species. Other representative forms are the Black Robin (*Miro traversi*), the Bush Warbler (*Gerygone albofrontata*), and the Chatham Island Fern-bird (*Sphenæacus rufescens*). The near relatives of all these are to be found in New Zealand. But, instead of *Ocydromus*, there is a small flightless rail—a degenerate Ocydromine form—which Professor Hutton has made the type of a new genus, *Cabalus modestus*. To this genus (although the form is less aberrant from the typical *Rallus*) I have referred Dieffenbach's Rail, which is now extinct, the only known example being the one in the British Museum, obtained about the year 1845.

So far as we are aware no bones of *Dinornis* have yet been discovered in the Chatham Islands, but I have no doubt that they will be sooner or later; and I feel pretty sure that when discovered they will be found to be of different species (perhaps of different genera) from those known to have inhabited New Zealand in comparatively recent times: that is to say, our theory seems to require, for the sake of consistency, that this should be so, inasmuch as the same differentiation would be taking place in the Chatham Islands as in the other insular areas after the great submergence. And, as the Chatham Islands unquestionably formed part of that ancient continental area of which I have been speaking, we may reasonably expect to find there, sooner or later, fossil remain; of the earlier forms (such as *Palapteryx*), similar to those that have been unearthed in the North and South Islands of New Zealand. As to the remarkable avian remains recently discovered by Mr. H. O. Forbes in the Chatham Islands, and referred by him to a genus allied to *Archæopteryx*, we may feel equally assured that similar remains exist in New Zealand, and will hereafter be found in abundance to reward the diligent explorer.

The Auckland Islands, again, offer several good examples. Among the species specially developed there may be mentioned a Ground-pipit (*Anthus aucklandicus*), very readily distinguishable from our New Zealand bird by its rather larger size and warmer colouring; and a Green Parrakeet (*Platycercus aucklandicus*), much smaller, but in other respects similar to our *Platycercus novae-zealandiae*. Representing our *Rallus philippensis*, there is a very distinct species of Rail (*Rallus muelleri*, Rothschild), of which the only known specimen is in the Natural History Museum at Stuttgart; and, as if representing our *Anas chlorotis*, there is a flightless Duck (*Nesonetta aucklandica*) frequenting the seashore as well as the streams. But, what is still more significant and curious, there exists in the Auckland Islands a species of Merganser (*Mergus australis*), of which there is no representative in New Zealand, or indeed anywhere else in the Southern Hemisphere. The Bell-bird is there also, but it seems to be absolutely identical with the New Zealand form (*Anthornis melanura*), showing, as I think, a comparatively recent introduction.

On Antipodes Island, as already indicated, there is a strictly endemic Parrakeet (*Platycercus unicolor*), a species living abundantly on this oceanic rock, but not to be met with in any other part of the world, and commingling with a species (*Platycercus erythrotis*) more nearly approaching to the typical *Platycercus novae-zealandiae*. Going further south we come to Macquarie Island, where there is a Rail differing so perceptibly from ordinary examples of *Rallus philippensis* that Professor Hutton has proposed to distinguish it as *Rallus macquariensis*; and, although I am not prepared to concede to it distinct rank as a species, its presence there is another proof of the existence of transitional forms. It is an inexplicable fact, however, that on the same

island is to be found the flightless *Ocydromus earli*, differing in no respect from examples obtained in New Zealand and on Stewart Island.

Since the above was written I have had from Captain Fairchild what seems to be a sufficient explanation of this. He states that, about the year 1830, Captain Gilroy (who is still living at the Bluff) was first mate of a small sealing vessel visiting the Macquaries, and that, in order to provide another source of food-supply, he brought a number of live Woodhens from New Zealand and turned them loose there.

On the Snares, a group of islets about seventy miles south of the southernmost extremity of New Zealand, there is a peculiar form of Fern-bird, which I have recently distinguished under the name of *Sphenæacus caudatus*, very similar to *Sphenæacus punctatus* of New Zealand, but quite distinct as a species, and being intermediate in character between the last-named bird and *Sphenæacus rufescens* of the Chatham Islands. Now, no ornithologist who has studied the subject can doubt that these three closely-allied forms, although now perfectly distinct as species, have sprung from a common parent-form. Curiously enough, another Chatham Island bird, the Black Robin (*Miro traversi*) is abundant on the Snares, although not found in any part of New Zealand.

Then, again, the Kermadec Islands possess a Green Parakeet which Mr. Rothschild declares to be distinct; and although many naturalists will insist that this and the other island forms are, for the most part, local varieties of the well-known *Platycercus novæ-zealandiæ*, their very existence as such is the best evidence of the constant operation of the law of development by variation and the survival of the fittest.

Even the sea-birds, whose range is practically unrestricted, furnish additional and, indeed, very important evidence. Mr. Rothschild, with the aid of Mr. Salvin, our great authority on the Petrel family, has lately been investigating the Albatroses of the Southern Hemisphere. Talking over the result with me, he said, "Why, every group of islands seems to have its own species of Albatros!" And, in a sense, this is true. Here we have birds enjoying the freedom of the wide ocean—commingling daily on their great hunting-fields on the face of the deep; and then, on the approach of the reproductive season, separating themselves, according to their species, and repairing to their own island-nurseries to breed. As far as our information at present goes, Campbell Island is held exclusively by my *Diomedea regia*, the noblest member of the group. The Auckland Islands are occupied by thousands of *Diomedea exulans*, with the exception of a small colony of the former breeding in a remote corner of the main island, and at a somewhat earlier season—according to Captain Fairchild's observations, four or five weeks earlier. On the Snares *Diomedea salvini* (hitherto known here as *Diomedea cauta*) reigns supreme. The Albatros breeding on the Sisters, some outlying islands in the Chatham group, on which the Maoris are said to have collected as many as a thousand young birds in one season, is probably *Diomedea melanophrys*, which is plentiful in that latitude; but I have not yet been able to obtain any specimens from that locality for identification. The breeding-place of *Diomedea bulleri*, Rothschild (hitherto confounded with *Diomedea culminata*), I have not yet discovered, all the specimens of that form known to us (some twenty in number) having been captured off the Otago coast.

Many of the smaller species of Petrel, it may be observed, confine themselves to particular islands: for example, *Puffinus carneipes* is the commonest of birds on the Island of Karewa, in the Bay of Plenty, but, so far as I am aware, has never been found breeding on any other island off our coast.

As with the Petrels, so in a limited sense with the Shags and Penguins, many of the species of both having their particular island group, which they resort to, for breeding purposes, to the exclusion of all others.

Finally I may refer to the Snipes, the local distribution of which is very remarkable indeed. My *Gallinago pusilla*, the smallest of the Snipes, is an inhabitant of the Chatham Islands, where it is apparently very plentiful, Mr. Rothschild having, as he informs me, received from his collector, in one lot, fifty-four specimens. Sir James Hector has recorded two specimens from New Zealand, but it is evidently only a straggler with us. *Gallinago aucklandica* appears to be confined to the Auckland Islands, *Gallinago tristrami* to Antipodes Island, and *Gallinago huegeli* to the Snares. It will be seen therefore that these island-species are very sedentary; and they have no doubt acquired their distinctive characters through long isolation. Whether they are accepted by all ornithologists as true species or only as local varieties does not affect in the slightest degree the force of our argument in favour of the creation of new forms by a process of descent with modification. But I have probably pursued this branch of the subject quite far enough. There is another aspect of the question upon which I should like to say a few words before I close.

I have always stated my belief that our colossal forms of *Dinornis* were the most ancient and were the first to become extinct. Those on which the Moa-hunters feasted (as attested by the remains now found in the old kitchen-middens) were confessedly of a smaller stature. Probably the very last to disappear was the small *Mesopteryx didinus*. In 1878 Mr. Squires, of Queenstown, obtained and sent to the British Museum the head, with a continuous part of the neck, of this species of Moa, with the trachea enclosed and covered by the dried integument, and exhibiting even the sclerotic bone-ring of the dried eye-balls; also the bones of both legs with the feet covered by the dried skin, with some feathers adhering to it, and with the claws intact. Be that as it

may, the only representatives of this Struthious race we have at the present day are the diminutive Kiwis, of which I have been treating. This remarkable sequence in the development of animal life on the earth, the larger forms preceding in geological time the smaller, appears to have been universal. The distinguishing feature of the Mesozoic period was the development of Saurians of marvellous size. From the Oolitic beds in the Rocky Mountains of North America the remains of huge Dinosaurians have been obtained, among these being the *Atlantosaurus*, the largest land animal yet known to have existed on the earth; for Professor Marsh describes it as "having been between 50ft. and 60ft. long, and, when standing erect, at least 30ft. high!" At the present day our largest saurians are crocodiles and alligators. But, coming down to Pliocene and Pleistocene times, we have only to think of the mammoth and the mastodon, the dinothereum and the megatherium, the diprotodon and the Irish elk, and compare them with the elephant and the hippopotamus, the rhinoceros and the buffalo, of the present epoch, to realise the full force of this truth. But these revolutions in the animal world have, in both the Northern and the Southern Hemisphere, been accompanied by corresponding alterations on the earth's surface and by climatic changes of a very extensive kind. To give one illustration: The mammoth was an animal which subsisted on herbage and vegetation of all kinds; and, looking [unclear: t] its unchecked and ever-increasing numbers, it would clearly have required a growth of tropical luxuriance to satisfy the wants of its capacious stomach. But where do we now find the remains of these ancient herbivora? Not buried in tropical regions, but frozen and embalmed amid the eternal snows of Siberia, where they have been preserved intact for thousands of years. What a revolutionary change of climate do these facts imply! And how sudden must have been the transition from ultra-tropical verdure to the utter desolation of Arctic fridity when the entombment and refrigeration [unclear: n] these herb-eating leviathans took place fresh from their feeding-grounds!

But now let me give another illustration nearer home—one drawn from the recent discoveries of Dr. Stirling, F.R.S., in South Australia, the importance of which, from a [unclear: scienti] point of view, it would be impossible to overestimate. I will shortly state the facts so far as they have yet become known. In the central part of South Australia there is a vast stony desert lying to the eastward of Lake Frome and to the westward of the Grey Range. It is described as being unspeakably arid and desolate, abounding in salt-pans, of which Lake Mulligan is the largest. This forbidding district is entirely destitute of fresh water and almost absolutely devoid [unclear: d] animal life of any kind. The intrepid explorer, Captain Sturt, in 1844 penetrated about half-way across this inhospitable plain, and then, after suffering great hardships, he [unclear: d] made his way out of it to escape absolute starvation. Up to the present time this region has been to all intents and purposes a sealed book. But a few months ago an important discovery of fossil bones was made at Lake Mulligan, and, chiefly through the scientific enterprise of Dr. Stirling (aided all through by the generous liberality of Sir Thomas Elder), this discovery has been followed up with very astonishing results. A correspondent of the *Scotsman*, writing on the spot and from his own knowledge and observations, states that, after four months' digging among the gravels of the valley of the Mulligan, some two thousand bones, representing seventy different mammals and birds hitherto unknown, have been unearthed and safely lodged in the South Australian Museum at Adelaide. This collection comprises the first complete skeleton of *Diprotodon australis*, a gigantic marsupial considerably exceeding the rhinoceros in size, the remains of a giant wombat as large as a half-grown bullock, several kinds of colossal birds equalling in stature the Moa of New Zealand, and several species of gigantic kangaroos! The writer's reflection is as follows: "What a different picture of the past history of this country is brought to light by these discoveries! On the sides of these mountains lying between Lake Frome and Lake Torrens must have grown huge trees, and all around there must have been a dense tropical growth, exceeding in luxuriance the forests of the eastern slopes of the Andes in South America!"

Commenting on this remarkable sequence of animal life on the earth at different periods of its history in the same geographical areas, Sir John Lubbock observes, "Our prehistoric ancestors hunted the mammoth, the woolly-haired rhinoceros, and the Irish elk; the ancient Britons had the wild ox, the deer, and the wolf. We have still the pheasant, the partridge, the fox, and the hare; but even these are becoming scarcer, and must be preserved first in order that they may be killed afterwards."

I fear I have already trespassed too long on your kind indulgence, but the subject is a very seductive one, and, in treating of it, however briefly, it is difficult to keep within the ordinary limits of an address. But just one word in conclusion. As you will have gathered from the views I have had the privilege of placing before you this evening, I am a thorough disciple of Darwinism in the higher sense of that term. I do not think it is possible to explain on any other hypothesis the wonderful variety and complexity of living forms that inhabit this beautiful world of ours. We must, as it seems to me, acknowledge with the author of "The Origin of Species," in one of his later works, that "man, with all his noble qualities, with sympathy which feels for the most debased, with benevolence which extends not only to other men but to the humblest living creature, with his godlike intellect which has penetrated into the movements and constitution of the solar system—with all these exalted powers, man still bears in his bodily frame the indelible stamp of his lowly origin." I do not accept, however, as many do, the purely materialistic theory, because I am a believer in the truths of revelation and in

the spiritual destiny of man. As that of a humble worker in the field of science, earnestly seeking the truth, this is, so to speak, my confession of faith as a naturalist. To adopt Mr. Wallace's admirable language on this point, I am "thus relieved from the crushing mental burden: imposed upon those who—maintaining that we, in common with the rest of nature, are but products of the blind eternal forces of the universe, and believing also that the time must come when the sun will lose his heat, and all life on the earth necessarily cease—have to contemplate a not very distant future in which all this glorious earth—which for untold millions of years has been slowly developing forms of life and beauty, to culminate at last in man—shall be as if it had never existed; who are compelled to suppose that all the slow growths of our race struggling towards a higher life, all the agony of martyrs, all the groans of victims, all the evil and misery and undeserved suffering of the ages, all the struggles for freedom, all the efforts towards justice, all the aspirations for virtue and the well-being of humanity, shall absolutely vanish, and, 'like the baseless fabric of a vision, leave not a wrack behind.' As contrasted with this hopeless and soul-deadening belief, we, who accept the existence of a spiritual world, can look upon the universe as a grand consistent whole, adapted in all its parts to the development of spiritual beings, capable of indefinite life and perfectibility. . . . We thus feel that the Darwinian theory, even when carried out to its extreme logical conclusion, not only does not oppose but lends a decided support to a belief in the spiritual nature of man. It shows how man's body may have been developed from that of a lower animal form under the law of natural selection; but it also teaches us that we possess intellectual and moral faculties which could not have been so developed, but must have had another origin; and for this origin we can only find an adequate cause in the unseen universe of Spirit."

ART. IV.—Notes on the Ornithology of New Zealand; with an Exhibition of Rare Specimens.

By Sir WALTER L. BULLER, K.C.M.G., D.Sc., F.R.S., &c.

[Read before the Wellington Philosophical Society, 25th July, 1894]

WHEN I had the pleasure of reading a paper before you on the 13th July, 1892, I referred to the steps that had been taken by Mr. Ballance's Ministry, at the instance of our late Governor, Lord Onslow, towards preserving the native avifauna of New Zealand by setting apart island reserves and placing them under strict supervision. Having taken an active interest in these steps myself, naturally my first inquiry on returning to the colony, in March last, was as to how far the good intentions of the Government had been carried into effect. I was indeed glad to find that the negotiations for the complete acquisition of the Little Barrier Island were being pushed forward, and with every prospect of speedy success, and that both there and on Resolution Island a custodian or ranger was being maintained by the Government. It is disheartening, however, to learn from the last report of the Auckland Institute that "in the meantime several natives and Europeans are living on the island, fires have been allowed to spread, and in the last week of January of this year a serious one was reported, which lasted at least a week." It is also alleged in the report that "the island has been visited by collectors, and specimens of the very birds which it was hoped might survive have been shot and brought to Auckland." I understand that effective steps are now being taken to prevent such depredations for the future. And, from what I can gather in the department, there is every reason to hope that within a measurable time the last of the native owners will have been settled with, and the private title extinguished. The whole of the island will then be Crown land, and will be under more effective control. All over the scientific world the action of the Government in this matter has been applauded. The efforts now being made, whether in the end completely successful or not, will in any case save us from the reproaches of posterity. If they should prove successful, as I believe they will, I venture to think that this service to science will bring credit and praise to the present Government when many of their more ambitious schemes and projects have been buried and forgotten. But it must be borne in mind that the conservation of the two islands I have named is only a partial carrying-out of Lord Onslow's recommendations and of the decision come to by the Government in 1892. The original proposal was not merely to protect the birds already existing on the two island reserves, notably the Stitchbird and the Whitehead on the Little Barrier, and *Notornis mantelli*, Kiwis, and Kakapos on Resolution Island; but that

many other birds now living on the mainland, although becoming scarcer every year, should be systematically trapped from time to time and turned loose upon the islands. In addition to a further supply of Kiwis and Kakapos, of the different species, the birds specially marked out for these attentions were the Huia (*Heteralocha acutirostris*) and the Blue-wattled Crow (*Glaucopis wilsoni*) in the North Island, and the Thick-billed Thrush (*Turnagra crassirostris*) and the Orange-wattled Crow (*Glaucopis cinerea*) in the South Island. This could be done now, and at comparatively trifling cost; but every year it will become more difficult. It has now become a truism that the rarer New Zealand birds are passing away and will soon be extinct. But even species that were formerly very abundant all over the country are following suit, not only on the mainland but on the small islands where the conditions of existence are so much more favourable. Mr. W. Hawkins, the well-known collector, writing to me from the Chatham Islands in August last, says, "The Fern-bird (*Sphenæacus rufescens*) and the Black Robin (*Miro traversi*) are gone. The Mako-mako and *Cabalus modestus* are going fast; and the Pigeon too. In fact Pitt Island is the only place where Pigeons and Bell-birds are to be got. . . . On the Sisters ten years ago the Maoris got a thousand Albatrosses; last year they got only three hundred and fifty. They say that if I go there I'll frighten the Albatross away altogether, so they have absolutely prohibited my collecting there."

I shall now proceed to place before you my customary budget of ornithological notes. Dr. Sclater, the accomplished editor of the *Ibis*, has referred in terms of commendation to my practice of exhibiting at our meetings here the more important of the specimens to which the observations refer. I shall continue this practice, because it tends to keep up the interest of members in what is being done in this department of science. It is quite a mistake to suppose that because exhaustive works have appeared on the birds of New Zealand nothing remains to be done by the ordinary observer. In opposition to such a view, I may mention that since the publication of my last edition of "The Birds of New Zealand," in 1888, I have, through the medium of these periodical notes (without including those contained in the present paper), added no less than ten species to the list of our birds, recorded thirty-four albinisms and other abnormal varieties, and made original observations, more or less important, on eighty-four ordinary species. Others have been working in the same direction, and registering interesting facts, the most important of these contributions being a paper on the birds of the Chatham Islands by Mr. H. O. Forbes, which appeared (with two excellent illustrations) in the *Ibis* for October, 1893.

Heteralocha acutirostris, Gould. (Huia.)

Sir John Lubbock, in his charming volume "The Beauties of Nature," in an account of what he terms the Hura (meaning of course the Huia), pp. 48, 49, makes two mistakes. In the first place he calls it a Crow, whereas it has been proved to be a Starling; and, in discussing the curious modification of the bill in the two sexes and its use, he says, "When the cock has dug down to the burrow the hen inserts her long bill and draws out the grub, *which they then divide between them*"—the italics are mine—"a very pretty illustration of the wife as helpmate to the husband."

Now, I believe I was the first to observe and record the peculiar adaptation of the Huia's bill to its habits of life, in a paper which I read before this Society in 1870, describing the conduct of a pair of live birds then in my possession (Trans. N.Z. Inst., vol. iii., pp. 24-29). But I had previously told Sir George Grey all about it, and he, with his usual felicity of expression, told the story at a meeting of the Zoological Society on his return to England. It seems a pity to destroy the pretty sentiment of the case as put by Sir John Lubbock, but science is inexorable, and the truth must be upheld. What I stated in my record of observations was this: "The very different development of the mandibles in the two sexes enabled them to perform separate offices. The male always attacked the more decayed portions of the wood, chiselling out his prey after the manner of some woodpeckers, while the female probed with her long pliant bill the other cells, where the hardness of the surrounding parts resisted the chisel of her mate. Sometimes I observed the male remove the decayed portion without being able to reach the grub, when the female would at once come to his aid, and accomplish, with her long slender bill, what he had failed to do. I noticed, however, that the female always appropriated to her own use the morsels thus obtained." I am sorry that the stern truth detracts from the poetry of Sir John Lubbock's narration.

Creadion carunculatus, Gmelin. (Saddleback.)

From Stephen Island, in Cook Strait, I received last year a fresh specimen, which was interesting as being in the full "saddleback" plumage, although a very young bird. It has very small caruncles, and a narrow yellow membrane at the angles of the mouth. The plumage is somewhat duller than in the adult, but the distribution of colours is the same. Such a specimen as this, which is still in my collection, establishes beyond all doubt the

validity of *Creadion cinereus* as a distinct species.

Miro traversi, Buller. (Black Robin.)

The young of this species has the plumage slightly tinged with brown, and the feathers of the underparts have obscure margins.

Anthus aucklandicus, G. R. Gray. (Auckland-Island Pipit.)

In the Trans. N.Z. Inst., vol. xxi., p. 388, Mr. Reischek, after consultation with Professor Thomas and Mr. Cheeseman, described a new Ground-lark or Pipit from Antipodes Island, and named it *Anthus steindachneri*, after the Director of the Imperial Museum at Vienna. I have not seen the type, but the description of the bird given by Mr. Reischek indicates no difference between this bird and *Anthus aucklandicus*.

Rhipidura flabellifera, Gmelin. (Pied Fantail.)

In October, 1880, during a storm-bound visit to Motutaiko, in the Taupo Lake, I found the nest of this species, with four eggs in it, secured very neatly to a twig of kawakawa (*Piper excelsum*), a tree to which, as I have observed, the Fantail is very partial for nesting purposes. We had made our camp-fire immediately under the nest before discovering it, and, although we remained there several hours, the birds did not appear to be in any way inconvenienced by the volume of smoke that came from the driftwood fire, and enveloped them completely from time to time. Both sexes incubate in turn. There could be no mistake in this observation, because one of the birds had lost its tail, and could be readily distinguished from the other.

Rhipidura fuliginosa, Sparrm. (Black Fantail.)

On a recent visit to Papaitonga, I was much pleased to see a fine specimen of this South Island species in a clump of native bush near the homestead. It was associating with the Pied Fantail, which is particularly numerous in that locality. It was appreciably larger in size, and was in beautiful plumage, the white ear-spots being very conspicuous.

Mr. J. C. McLean, of Gisborne, in the *Ibis* for January last, gives an interesting account of the interbreeding in that district of a female bird of this species with a male of *R. flabellifera*. There were two eggs in the nest taken, and Mr. McLean thinks they are richer in colour than the ordinary egg of the Pied Fantail, "the spots being of a purplish tint, while in eggs of the pied bird they are brownish."

Petrochelidon nigricans, Vieill. (Australian Tree-swallow.)

Several instances have been recorded of the occurrence in New Zealand of flights of the Australian Tree-swallow. Mr. H. Guthrie-Smith, writing to me from Tutiri Lake, on the 20th August, 1893, says, "While up at the Mahia last week, I observed some birds like Martins or Swallows. They have been there for some weeks, I believe. They were flying high above some blossoming gum-trees when they were first pointed out to me. It was a dark afternoon; but, as far as I could see, their tails were not forked. I should be much obliged if you could tell me to what species they belong. Could they be a flight of *Hirundo nigricans*?"

Mr. James Dall, of Collingwood, also writes to me, under date of the 25th June, 1893, "During this spring, summer, and autumn there have been large numbers of Australian Swallows or Martins visiting New Zealand—apparently all parts, as I see by a late *Canterbury Times* that a pair have built a nest and are hatching young ones in a mill about Oamaru, where they are being greatly cared for by every one. In the spring of 1892 flocks of two or three dozen were observed in the neighbourhood of Cape Farewell." I have no doubt these visitants are referable to the above species. (See "Birds of New Zealand," 2nd ed., vol. i., pp. 74-76.)

Prothemadera novæ-zealandiæ, Gmelin. (Tui.)

On examining a series of ten eggs I find that they vary a good deal both as to shape and colouring. For the most part they are of a narrow ovoideelliptical form, with a very pronounced smaller end, but a few of them are less acuminate, and one is broadly ovoid. A typical one measures 1.25in. by 0.80in.; the more rounded one I have mentioned measures 1.125in. by 0.88in. This is almost entirely white, with only a few indistinct, widely-scattered, rusty or pale-red spots towards the larger end. The most highly-coloured example is of a delicate creamy-white or salmon tint, the larger end darker and thickly spotted and dotted with pale brown, these markings forming an indistinct zone. Two other eggs are almost exactly similar to this one, but with a

paler ground, and all three are probably from one nest. Another set of three have scattered, somewhat obscure pale-brown markings over the entire surface. The three remaining ones (presumably from one nest) are white, with here and there a speck of pale brown, chiefly at the larger end.

Anthornis melanura, Sparrm. (Korimako.)

At 7 p.m. on the 26th October we left Tokanu for Tapuae-haruru in a four-oared boat, manned by a good crew of Armed Constabulary. It was a beautiful, calm day, and the surface of the lake was a perfect mirror. Five miles from land we could still hear the hollow boom of the Bittern, and the barking of the curs in the Maori village. There was not a breath of air to cause a ripple on the bosom of the lake, and the rock-bound margin of Motutaiko danced in the mirage of the morning sun. Our men were settling down to a long pull of twenty-five miles, and we had just arranged to make straight for Motutaiko and rest there for an *al fresco* lunch, when the seaman Todd, who was in charge of the crew, pointed to an advancing ripple from the southward; and, without a moment's warning, we were overtaken by a squall which increased in fury with amazing rapidity. Within the brief space of five minutes, instead of dreamily rowing on the placid waters, we were pitching and tossing in an angry sea—the rudder was powerless, and the oarsmen had the utmost difficulty in keeping the boat's head on. We shipped several heavy seas, and struggled on for hours, sometimes drifting, at others just holding our own, as the storm varied in force, the men all pulling with desperate strength, knowing that to relax for a moment meant swamping and destruction to us all; for the best swimmer could not long have survived a capsize in such a sea, and with the atmosphere and water so intensely cold. After some four hours of unflagging labour, a lull in the storm enabled us to get under the lee of Motutaiko; but half an hour after we had landed, in a little rocky cove on the western side of the island, the storm redoubled in force, and for some hours such a gale blew as had not been witnessed in the lake for years. The "little white horses" of the sea chased each other in quick succession, and the spray rose in clouds as the winds swept over the tempestuous waters. Of course the first consideration on reaching land was a sense of gratitude at having escaped from a very perilous position; but I was delighted on landing to hear on all sides the silvery notes of the Korimako. As is well known, this little songster, which formerly was so abundant everywhere, has for a long time past been practically extinct in the North Island. At the time of this visit to Motutaiko it had not been heard of for several years on the mainland, although it was known to exist on certain islands off the coast, such as the Little Barrier in the Hauraki Gulf, and the Island of Kapiti in Cook Strait; and the generally-accepted theory had been that the chief factor in its extermination was the introduced rat. That certainly was my own belief. But a fact now came to my knowledge which seemed to tell very much against that theory. It was this: The island on which I so unexpectedly met with the Bell-bird is famous for its rats. It is covered with pohutukawa trees and koromiko scrub, and the whole island swarms with rats. The ground is in places almost honeycombed with their burrows, for in one spot I counted no less than five holes within a radius of eighteen inches. So numerous were they that Topia Turoa had found it necessary to turn some cats adrift on the island to reduce their numbers before he could put in a crop of potatoes on one of the slopes; and wind-bound boats lying in the little sandy cove at night have, it is said, been invaded by multitudes of rats and had all their provisions carried off.

Then, again, as to the rat theory, it is a significant fact that, although the Korimako has disappeared from the North Island, it has continued to exist in the South Island, although in somewhat diminished numbers; and, so far as I am aware, the introduced rat is as plentiful there as in the North. There may be destructive causes in operation of which we have no present knowledge.

I lately had an opportunity of examining a collection of twenty-three eggs of this species, all from the South Island. I made the following notes:—They vary only very slightly in size, but exhibit a considerable amount of variation in the markings. In most of them the ground-colour is white, in others it is suffused with a delicate pinky blush. Some have the larger end smeared and the rest of the surface irregularly spotted with rusty-brown; in others the brown markings form an indistinct zone; in some the brown is concentrated at the larger pole, the rest of the shell being entirely free from markings. In some specimens these markings are irregular, being streaky or blotchy; in others they are rounded dots, being more or less confluent at the pole. Their colour varies from a dull umber-brown to a warm reddish-brown. In a few of them the markings are distributed over the entire surface in the form of minute speckles, without any appearance of a zone or any congestion at the larger pole. Two that I selected for the purpose measured, respectively, 0.75in. by 0.625in. and 0.88in. by 0.55in., both being slightly pyriform.

Pogonornis cincta, Gray. (Stitch-bird.)

I have lately had an opportunity of examining a large series of specimens collected for Mr. Spencer on the Little Barrier Island, before that last resort of this species came under Government protection. The young male

has exactly similar plumage to that of the adult female, except that there is a broad spot of canary-yellow near the bend of the wing. When the first moult commences this expands into a conspicuous band on the humerus, after which there is a gradual change of the body-plumage. I have described in "The Birds of New Zealand" a beautiful specimen in the Auckland Museum in a transitional state of plumage.

Halcyon vagans, Lesson. (Kingfisher.)

I am indebted to the kindness of Mr. Taylor White, of Hawke's Bay, for the opportunity of exhibiting this evening a lovely specimen of our Kingfisher. It is a perfect albino, every feather being of the purest white, and the whiteness extending even to the bill and feet.

Nestor meridionalis, Gmelin. (Kaka.)

This fine parrot is far less plentiful than it formerly was, and this is the inevitable result of settlement and the consequent destruction of the forests. In districts where formerly it existed in thousands its scream is never heard, and to many of the new settlers the bird is quite unknown. It is semi-nocturnal in its habits, and towards evening becomes very animated, flying over the tree-tops in an excited manner, generally in parties of three, uttering its harsh scream. This changes to a soft musical whistle as the birds alight; and, in doing this, they always select, as a post of observation, the withered top of some aged tree, always climbing to the highest limbs, their progression being by a succession of short hops.

Platycercus novæ-zealandiæ, Sparrm. (Red-fronted Parrakeet.)

At Tapuaeharuru, on the Taupo Lake, I saw a fine caged example of this species in which the crown and sides of the head had a wash of yellow over the green.

Platycercus erythrotis, Wagler.

From a specimen received by the "Hinemoa," on her recent visit to Antipodes Island, I am able to give the measurements of this species: Length, 17in.; extent of wings, 12in.; wing from flexure, 5.75in.; tail, 6in.; bill, along the ridge 0.9in., along the edge of lower mandible 0.5in.; tarsus, 0.9in.; longer foretoe and claw, 1.25in. It proved, on dissection, to be a male.

Count Salvadori is of opinion that this species should be regarded as *Platycercus hochstetteri* (cf. Salvad., Cat. B. B.M., xx., p. 577), *Platycercus erythrotis* being the representative form on Macquarie Island. I have never seen the British Museum example mentioned by Dr. Finsch in his "Die Papageien," vol. ii., p. 275; but he treats it as a mere synonym of *Platycercus novæ-zealandiæ*. In any case there seems to be much uncertainty about the origin of this specimen; and Captain Fairchild informs me that he has been unable to get any evidence as to the existence of a Parrakeet on Macquarie Island.

Platycercus unicolor, Vigors. (Antipodes Island Parrakeet.)

I take this opportunity of exhibiting an egg of this species which was laid by a captive bird on board the "Hinemoa" on her last voyage from the islands. As will be seen, it is perfectly white, with a smooth surface, and almost spherical in shape, measuring 1in. in length by 0.9in. in extreme width.

Circus gouldi, Bonap. (Harrier.)

Although the Bush-hawk has almost entirely disappeared from all the settled districts, the Harrier maintains its ground, and is extremely abundant on some of the sheep-runs. At Papaitonga my son lately saw one with a perfectly white head, but it was very shy, and he was unable to shoot it. These hawks are in the habit of hunting along the shores of the lake, and are a perpetual terror to the young ducks. They are destructive also to the eggs of birds nesting in the sedge, on one occasion no less than fifteen eggs being taken from a goose's nest. They are bold enough, too, in their manner of attack. One day I saw three or four large Sea-shags (*Phalacrocorax novæ-hollandiæ*) perched on the naked branches of a lofty matai near the edge of the lake, looking very fine as they balanced their bodies against the blue sky beyond. Presently a Harrier appeared in sight, and, without a moment's hesitation, swooped down on the group of Shags, and they, much to my surprise, instead of showing fight, made precipitately for the water. On another occasion one of these hawks made a determined attack on a flock of Black Teal (*Fuligula novæ-zealandiæ*) well out on the lake. The ducks splashed and dived, and evinced every sign of terror, and the assailant kept up the pursuit for fully half an hour, but without effect.

Apart from these depredations, I have reason to fear that these hawks have been interfering with the Mallards and other English birds recently placed by me on the Papaitonga Lake.

Harpa ferox, Peale. (Bush-hawk.)

At Waipuna, in Hawke's Bay, I saw, on the 17th March, a young Bush Hawk boldly attack a litter of kittens, whilst actually under the protection of the maternal cat! It seized one of them and lifted it some feet in the air. The quarry managed, however, to disengage itself and dropped to the ground. The hawk, which, from its size, I took to be a female, then settled on the dry limb of a tree close by, apparently to await another opportunity; and there we left her, balancing her body in an almost horizontal position, and looming large against the clear blue sky beyond.

Harpa novæ-zealandiæ. (Quail-hawk.)

The egg of this species is a very pretty object. I have now four specimens before me. They are of uniform size, and broadly ovoido-conical, measuring 2in. by 1.4in. Pale-brown, richly splashed and spotted over the entire surface with reddish-brown, especially at the larger end, where there is a mixture of blackish-brown with the brighter colour.

Carpophaga novæ-zealandiæ, Gmelin. (Wood-pigeon.)

It is very regrettable to see how scarce this fine Wood-pigeon is becoming in all the settled districts. Even as late as 1880 it was extremely abundant in the Forty-mile Bush. I find the following entry in my diary for April of that year:—

The Pigeon is now feeding on koroi, the small red berry of the kahikatea, which is exceptionally abundant this year, the trees by the roadside as we passed through the Forty-mile Bush having a russet hue from the abundance of the ripe fruit. The miro berry comes in next month, and the whanake early in June. The pate (called "patete" by the Ngatika-hungunu, and "kotete" by the Ngatiraukawa) is now in fruit, the long spikes or drupes of berries hanging in conspicuous clusters along the edge of the forest. This, too, is a favourite food of the Wood-pigeon at this season. The houhou, which has clusters of black berries, like the English elder-bush, contributes likewise to the bountiful bill of fare; so also does the karamu (*Coprosma lucida*), and a much larger kind, called raurekau by the natives, producing a brighter-red berry, and now in full bearing. The Tui and the Kaka also regale themselves at this season on these sweet berries.

The flight of the Wood-pigeon is rapid and direct at first, then oblique and somewhat tumbling: that is to say, the bird turns over first on one side, then on the other, in a very measured manner. The tail is partially spread during flight.

Many beautiful varieties of this fine Wood-pigeon have been recorded from time to time, but there is a specimen in the Colonial Museum of which no description has yet been published. In this bird the plumage of the head, neck, breast, and mantle is largely varied with pure white, which predominates on the neck, the normal bronzy plumage shining out in the midst of it, especially on the breast, with a very pretty effect; there are also a few scattered white feathers on the wings and tail. This handsome bird was obtained at Eketahuna, and presented to the Museum by Mr. R. R. Greville.

There are two beautiful specimens in the possession of Mr. C. J. Robinson, of the Upper Hutt. One of these, shot by himself on a miro tree at the summit of the western range, opposite Wallaceville, in June, 1892, has the head, neck, and breast, and the upper surface generally dull yellowish-brown, shaded with darker; the primaries and tail-feathers clove-brown, the latter darker; the higher interscapular region or shoulders and the small wing-coverts rich vinous-brown; some of the outer coverts pale-brown with vinous edgings; the whole of the under surface pure white. Bill and feet red. The other bird was shot in the same spot about eight days later. It is a lovely albino, the entire plumage being pure white, with just the faintest tinge of cream, or, so to speak, another shade of white on the breast; and on the smaller wing-coverts then is a pale wash of cream. The primaries and tail-feathers are pale cream with pure-white shafts. Bill and feet red.

A specimen which I lately received from Nelson has ft white of the underparts, especially along the junction with the bronze plumage of the breast, washed with chrome-yellow and the under tail-coverts are entirely of that colour. Its apparently an adult bird, and is marked "female" by the collector.

Carpophaga chathamensis, Roths. (Chatham Island Woodpigeon.)

I have very much pleasure in exhibiting this evening a specimen of the new species of Pigeon mentioned by me in a former paper,

Trans. N.Z. Inst., vol. xxiv., p. 80.

as it is an excellent illustration of what I have recently said about the development of insular forms.

Gallinago pusilla, Buller. (Chatham-Island Snipe.)

Gallinago huegeli, Tristram. (Snares Snipe.)

The Bulletin of the British Ornithologists' Club for June, 1893, contains a communication from the Rev. Canon Tristram, from which I extract the following: "In the *Ibis* for 1869, p. 41, Sir W. Buller described a second species [of Snipe] from the Chatham Islands as *Gallinago pusilla*. Very few specimens have been received, but the species has twice been obtained in New Zealand (to which it is evidently an occasional wanderer): once by Sir James Hector, in the Gulf of Hauraki, and once by Mr. F. B. Hill, on Little Barrier Island. All doubts as to its being a distinct species have recently been set at rest by the large number of specimens obtained in the Chatham Islands by the collectors of the Hon. Walter Rothschild and Mr. H. O. Forbes. I have examined more than twenty specimens, and find that all of them agree in every respect, and cannot be confused with the Auckland Island species. But when Sir W. Buller published his second edition of the 'Birds of New Zealand' he had, unfortunately, sent back to New Zealand his only specimen from the Chatham Islands, and borrowed from me a specimen which had been obtained by Baron A. von Hügel on the Snares, seventy miles south of the southern extremity of New Zealand. This I had put down as *Gallinago pusilla*, having at that time never seen a Chatham Island specimen. It is very accurately figured and coloured in Buller's second edition; but it proves to be very different from the true *G. pusilla*. The only other example in existence, so far as I am aware, is a second specimen obtained on the Snares at the same time by Baron A. von Hügel, and in the collection of the Hon. Walter Rothschild."

Canon Tristram says, "This species may at once be distinguished from its congeners by its much redder hue, and especially by the remarkable fineness and delicacy of its markings, the edgings of the upper plumage and the striation and bands on the lower surface being much smaller, closer, and more distinct. In the other two species (*Gallinago pusilla* and *G. aucklandica*) the abdomen and thighs are whitish, while in this they are thickly barred. In this species the three outer tail-feathers on each side are attenuated, with a white edging; in the others only the two outer pairs of tail-feathers appear to be so attenuated."

Gallinago tristrami, Roths. (Antipodes-Island Snipe.)

I have much pleasure in exhibiting a specimen of this rare Snipe, obtained on the last visit of the "Hinemoa" to Antipodes Island, and kindly lent to me by Mr. Bethune, the second engineer.

In his communication relating to *Gallinago huegeli*, cited above, Canon Tristram made the following remarks: "There would appear to be three species of *Gallinago* in the islands round New Zealand: *G. aucklandica* in the Aucklands, *G. pusilla* in the Chathams, and *G. huegeli* in the Snares, all being sedentary, or nearly so, in their several localities. To these further research will probably add a fourth from Antipodes Island, whence a single specimen has been received by Sir James Hector, who states it to be larger, darker in plumage, and with a more curved bill than the Auckland-Island species. Unfortunately he has not described it." Shortly after this a specimen was obtained by the Hon. Walter Rothschild, who described it at a meeting of the B.O.C., and dedicated it to Canon Tristram.

Larus dominicanus, Licht. (Black-backed Gull.)

Larus scopulinus, Forst. (Red-billed Gull.)

We have an excellent proof of the wisdom of protective legislation in the numbers and increasing tameness of the Seagulls that now frequent our harbours and estuaries. Not only are these birds very ornamental as they rest on the wharves and jetties, or hover lightly among the shipping at its anchorage, but they do good service to mankind as scavengers of the water by devouring the garbage which will inevitably find its way into the water in the vicinity of human habitations, and which, unless consumed, decomposes, and vitiates the atmosphere. On my last visit to Auckland I was much interested at seeing scores of seagulls of both species (*Larus dominicanus* and *L. scopulinus*) crowded together on the ridge-boards of the sheds on the Queen-street Wharf, in the very midst of the busy traffic. After years of rigid protection the birds have become quite familiar with the presence

of man, and are, indeed, practically domesticated. What will happen in the course of time I saw exemplified at Glasgow, where hundreds of Kittiwake Gulls are to be seen all day long disporting themselves in the turbid waters of the River Kelvin, as it flows through the grounds in front of the Hunterian Museum. They are just as fearless and confident as domestic fowls, being wholly indifferent to the stream of passengers to and fro on both sides of the river. I met with another instance of this at Blairquhan, the country seat of Sir Edward Hunter-Brown, Bart. Here, owing to the close protection given to a small lake in the park, a couple of hundred Wild-duck had become perfectly tame, and would come up every day to the keeper's house to be fed. These same birds on being seen on the River Girvan close by, where shooting is allowed, are as shy as ever. So much for the intelligence of the common Wild-duck, which has learned to regard the park lake as a sanctuary, where it is perfectly safe from molestation! But to return to the Seagulls. The manner in which they have increased in Wellington Harbour during the last few years, in spite of advancing traffic, is a striking proof of the efficacy of this protection. At Pitone, where the Gear Meat-freezing Works are situated, there is of necessity a considerable discharge of refuse matter, and the number of Seagulls, of both species, that congregate there on the beaches and gravel-banks is something surprising.

On my last visit to Tokanu, on Lake Taupo, I noticed many hundreds of birds flying overhead, and the natives assured me these were the tarapunga (*Larus scopulinus*) on their regular migration from the Rotoaira Lake. This was on the 25th October. The birds were at a considerable elevation, presenting peculiar combinations; at one time flying in closely-packed lines, then forming into a wedge-shape, and then scattering again like a flock of crows, and uttering all the time loud cries of *kek—kek—kek*. Large contingents of the birds had already arrived, because they were to be seen crowding together in large numbers on the exposed sandbanks just above the surface of the water.

Sterna frontalis, Gray. (Common Tern.)

On the Taupo plains, where there are thousands of sterile acres covered with manuka scrub, about five or six miles inland of the lake I observed two Terns, apparently of this species, hovering over the ground, although I found it difficult to imagine what they could find to attract them in such a barren locality. Probably they were in quest of lizards.

This species of Tern frequents the Taupo Lake, and so does *Sterna antarctica*.

Sterna fuliginosa, Gould. (Sooty Tern.)

I have received a good many specimens from the Kermadec Islands. Mr. Cheeseman writes, "It is called the 'Wideawake' bird by the Bells, and breeds in immense numbers in the summer-time, but leaves the group altogether in the winter."

Ocydromus greyi, Buller. (North Island Woodhen.)

This species of Woodhen is still numerous on the wooded hill-sides and mountain gullies in the Murimotu-Taupo Country. It is seldom met with in the open country, except at one particular season, when the birds are exceedingly fast and the natives catch large numbers by running them down with dogs.

It is a very remarkable fact in local botany that on the arid lands forming the Onetapu Desert, and on the slope[*unclear: s*] Ruapehu Mountain, where the climate is very rigorous, certain native pines, which in the lowlands attain to a considerable height as forest trees, are represented by dwarfed [*unclear: forus*] of the same species, not more than a few inches in height and often assuming a creeping habit. These degraded forms which are specifically identical with their forest relations resemble them exactly in their fructification. The berries borne by these pigmy growths equal in size, and sometimes even exceed, those of the forest trees,—the fruit of the [*unclear: dwa*] totara, for example, being sometimes double the size of the normal berry, while those of the miro, kahikatea, and [*unclear: ri*] are at least fully equal to the berries produced by the forest trees. When these miniature woods are laden with ripe [*unclear: ma*] the Woodhen leaves the shelter of the woods and comes [*unclear: o*] into the open to revel in plenty. As already stated, the [*unclear: bir*] then become unusually fat, and, owing to their diminished activity, become an easy prey to the natives. Captain [*unclear: Mai*] informs me that he has known of a native with a good dog ten years ago, killing as many as eighty in a single day Pigeons and kakas, also, are said to resort to these [*unclear: subalp*] woods in considerable numbers to feed on the ripe fruit. When camped on the edge of a red-birch forest near the Mangataramea Stream (at an elevation of 3,000ft.) I [*unclear: hear*] the loud cry of the Woodhen every night, but I never [*unclear: m*] with the bird in the open country, and the sheep-farmer with whom I was staying appeared never to have seen one.

I was much struck with the beauty of these clump[*unclear: s*] bush in the Murimotu highlands, where the Woodhen wa[*unclear: s*] numerous. Some of them consist entirely of kawaka ([*unclear: Lib*] *cedrus doniana*) a

very ornamental tree of bright-green [*unclear: foli*] and tapering growth, with a trunk like a miniature [*unclear: Sequ*] This is plainly seen when a fire has passed through the forest and left the trees dead and naked. In some places you [*unclear: me*] with the strange sight of the whole forest apparently [*unclear: he*] down, and strewing the ground with bleached and [*unclear: char*] trunks. The explanation is this: that these trees are [*unclear: ge*] rally hollow near the ground, and have only a feeble [*unclear: supp*] of lateral roots. Consequently, when a fire has passed through and killed the trees, the dead timber cannot long resist the action of the weather, and one after another the "cedars" topple over with the passing blast, till at length not a single trunk remains standing, and an appearance is presented of utter wreck and desolation. For the most part the trees are of small size, but Captain Mair informs me he has often met with them 4ft. in diameter at the base. Another tree that adds to the novelty of these subalpine woods is the silver-birch—a graceful and elegant tree of bright foliage, resembling at a short distance the larch, and showing up conspicuously amongst the black-and red-birch with which it mingles. In these mountain solitudes, however, there is very little animal life to engage the attention of the naturalist. On the summit of Gentle Annie, in fine weather, I met with what appeared to be a smaller and very bright variety of the Yellow Admiral butterfly, but I could not catch any. I saw occasionally a small lizard, which I referred to *Tiliqua zealandica*. Bird-life is scarce, except at certain seasons and in particular localities.

Ocydromus earli, Gray. (Brown Woodhen.)

I have to exhibit to-night another remarkable albinism. It is that of the Brown Woodhen of the South Island. The forehead, face, foreneck, and breast are pure white; five of the quills in one wing and six in the other are entirely white; there are a few white feathers scattered among the wing-coverts, and there is a large admixture of white in the plumage of the abdomen, sides of the body, and flanks. The rest of the plumage is normal. To judge from its large size, it is a male bird. I obtained it, through a dealer, from the west coast of the South Island.

Ocydromus brachypterus, Lafr. (Black Woodhen.)

Dr. Sharpe reports that he has examined the type specimen of *Gallirallus brachypterus* from the Caen Museum, for the loan of which he was indebted to Professor Joyeux-Laffine, the Director of that Museum. Dr. Sharpe points out that the species has been the subject of much controversial opinion, but that it is evidently the same as *Gallirallus fuscus* of DuBus, which must therefore be known as *Ocydromus brachypterus* (Bull. B.O.C., Jan., 1873). This being so, the Buff Woodhen, which I referred to *Ocydromus brachypterus* in my second edition of "The Birds of New Zealand," becomes *Ocydromus hectori*, Hutton (Trans. N.Z. Inst., vol. vi., p. 110, 1874), or, perhaps more properly, *Ocydromus troglodytes*, Gmelin.

Porphyrio melanonotus, Temm. (Swamp-hen.)

I have to exhibit this evening a curious example of the Swamp-hen or Pukeko, lately received by me from Nelson. All the primaries in each wing are crossed near the tip with a broad band of yellowish-white; the secondaries are similarly marked, but not so sharply, and so are most of the wing-coverts, imparting a mottled appearance to the upper surface. The tail-feathers are broadly tipped with yellowish-white, and there are a few scattered white feathers on the shoulders and on the underparts. The rest of the plumage is normal.

I take this opportunity of mentioning a Swamp-hen from the Chatham Islands described as new by Dr. Bowdler Sharpe under the name of *Porphyrio chathamensis* (Cat. Birds Brit. Mus., xxiii., p. 202). He gives the following diagnosis of the species: "Similis *P. hello*, sed gutture toto nigro, [*unclear: pileo*] concolore; præpectore saturate cyaneo: tibiis nigris, abdomine imo concoloribus"; and he adds, "The tints are [*unclear: difficult*] to describe, but the differences are well seen on comparison with *P. bellus*."

It seemed to me highly improbable that there should be a differentiated species of this widely-spread form at the Chathams, and, although holding Dr. Sharpe's judgment in great respect, I went to the British Museum to examine the type for myself. A single glance satisfied me that the supposed new species was nothing but our ordinary Swamp-*[unclear: he]* in an unusual, but by no means uncommon, phase of plumage. The dark head and throat, the highly-coloured breast, and dark underparts are merely individual differences of colour and have no specific value. I would undertake to pick our several birds exactly similar to Dr. Sharpe's at the close of a day's shooting in any locality where Pukekos are numerous.

The Swamp-hen of New Zealand is abundant at the Chatham Islands, and the existence there of another species of so diffuse a form seemed on the face of it most unlikely.

Diomedea regia, Buller. (Royal Albatros.)

In the Hunterian Museum at Glasgow I saw an undoubted example of this species labelled as *Diomedea exulans*. The Curator told me the specimen had been in the Museum many years, and that it was recorded as having come from the Cape of Good Hope.

The following passage in Cook's "Second Voyage" probably refers to this species, and, if so, it is without doubt the earliest record of the bird: "In the afternoon of the 21st [January, 1773] being in the latitude of 64° 24' South, longitude 42° 19' East, we saw a white Albatros with black-tipped wings."

Diomedea melanophrys, Boie. (Mollyhawk.)

In the perfectly adult bird the bill is of an uniform gamboge-yellow, shaded with orange on the hook, and with a very fine line of black around the base of both mandibles; feet delicate blue-grey, darker on the joints and interdigital webs; claws white-horn colour.

Diomedea exulans, Linn. (Wandering Albatros.)

I have already mentioned the tame Albatros which lived so long at Government House, under Mr. Gillington's assiduous care.

Trans. N.Z. Inst., vol. xxv., p. 76.

But there is a still more remarkable instance of the kind, for Mr. Martin Chapman had a live one in his possession for several months, having obtained it as a nestling from the Auckland Islands. It partook freely of fat meat, and had an inordinate appetite. It became quite tame, but on being provoked would snap audibly with its mandibles.

Captain Fairchild informs me that when visiting the Brothers and Stephen's Island in June last, in perfectly calm weather, he saw at least six hundred Albatroses resting on the water, and that from the anchorage off the latter he counted as many as a hundred. He says he has noticed that during the last five years they have been getting more and more plentiful off the New Zealand coast. Prior to that he never saw more than a straggler now and then, and generally at Flat Point, about midway between Wellington and Napier.

Diomedea fuliginosa, Gmelin. (Sooty Albatros.)

Captain Fairchild states that about the end of May last or beginning of June, when off Milford Sound, in the "Hinemoa," he saw fully a dozen Sooty Albatroses coursing about together—a most unusual circumstance.

Diomedea bulleri, Rothschild. (Buller's Albatros.)

The bird which has hitherto been called *Diomedea culminata* in our New Zealand lists has been pronounced by Mr. Salvin a new species, and is described in the *Ibis* (vol. v., 1893, p. 572) by Mr. W. Rothschild, who has been good enough to dedicate this new form to myself. The type of the species, besides a very large series of representative specimens, are in the Rothschild Museum at Tring.

The following is the diagnosis: *Thalassogeroni culminato* quoad colores similis, sed rostro pallidiore, culmine ad basin latiore, ad latera attingente, culmine omnino flavo; alis subtus niveis. He adds, "It differs materially from the true *Thalassogeron culminatus* (Gould), a species of Ridgway's genus *Thalassogeron*, the base of the culminicorn being separated by an interval of soft skin from the latericorn. In this respect the present species is somewhat intermediate between *Diomedea* and *Thalassogeron*, but the base of the culminicorn, though not so well developed, distinctly spreads and has a well-defined posterior margin."

Diomedea salvini, Rothschild. (Salvin's Albatros.)

On the same unimpeachable authority, Mr. Rothschild has renamed the bird which has hitherto been known to us as *Diomedea cauta*, and has referred it to the genus *Thalassogeron*. The type of Gould's *T. cautus* is in the British Museum, and the present form is distinguished thus: Similis *Th. cauto*, sed rostro multo minore, ad basin minus elevato, plumbescente nec albido, tarsi et digitis brevioribus quoque dignoscendus. He adds, "In coloration this species is apparently greyer on the head and neck, the dark loreal mark in front of the eye being very conspicuous."

Majaqueus æquinoctialis, Linn. (The "Stinker" of whalers.)

In a former paper (Trans. N.Z. Inst., vol. xxv., p. 62) I mentioned, on the authority of the carpenter of the "Hinemoa," a new species of Petrel at the Auckland Islands, of which he had obtained two specimens, and

which, from his account of it, I referred to *Majaqueus æquinoctialis*. I have now the pleasure to lay before you two specimens (male and female), lately obtained through Mr. Smyth, the well-known taxidermist at Caversham, so that the claim of this fine species to a place in our list is beyond question. The peculiar odour which is characteristic of all Petrels in life, and never entirely quits the dried skin, is very pronounced in this species, and quite justifies the name by which whalers and sailors distinguish it.

Majaqueus parkinsoni, Gray. (Black Petrel.)

Mr. J. Brough, of Nelson, in sending me a skin of this Petrel, furnishes the following notes: "This bird was killed in February on a dividing-range between the head of the Heaphy and the Big River. It was found in a hole at the roots of a huge rata, in the midst of dense forest. I am quite satisfied that this bird is the 'Night Demon' of our diggers. I had a live one some time ago from Collingwood, and I kept it for three months; so I had every opportunity of observing its habits. It was strictly nocturnal, and would never feed by day. On windy nights the bird would become very excited, and then it would give vent to the hysterical laugh or scream from which it takes its name of 'Night Demon.'"

Æstrelata leucophrys, Hutton. (Kermadec-Island Petrel.)

Under the above name Professor Hutton has described a Petrel received from the Kermadec Islands. The description was to appear in the "Proceedings" of the Zoological Society after I left England, and a beautiful plate of it had been prepared by Keulemans. It is as well to have it on record, but it is by no means certain that it is a good species. I had previously taken Home two specimens of this Petrel, which I had received from Captain Fairchild. On submitting them to Mr. Salvin, the great authority on the Petrel family, he unhesitatingly pronounced it an aberrant form of *Æstrelata neglecta*, which has a great tendency to vary. At Mr. Salvin's request, I afterwards examined Professor Hutton's type at the Zoological Society's rooms, and found it was identical with the species I had submitted to him. Mr. Salvin's own verdict was, "a bad species and a bad name."

Æstrelata nigripennis, Rothschild; *Ibis*, vol. v., 1893, p. 573.

A third new species pointed out by Mr. Salvin in Mr. Walter Rothschild's beautiful collection of Petrels at Tring, and named as above, comes from the Kermadec Islands. "This species belongs to the *Æ. cooki* (Gray) section of the genus *Æstrelata*, of which *Æ. defilippiana* is also a member. It differs from all its congeners in having a short, stout, wide bill, and in the almost total absence of white on the inner webs of the outer primary beneath; the under wing-coverts, with the exception of a rather wide margin, being white, as well as the axillary feathers."

I do not know what authority Professor Hutton had for the following reference to me in his recent communication to the Zoological Society (Proc. Z.S., 1893, p. 750), of which he has kindly sent me a copy: "*Æstrelata nigripennis*, Rothschild (1893) = *Æ. cooki*, Cheeseman (*fide* Buller), Trans. N.Z. Inst., vol. xxiii., p. 224; not of Gray." I am not aware that I ever saw Mr. Cheeseman's specimen; and there is certainly no warrant for this statement in that gentleman's paper (*op. cit.*) on the Kermadec Petrels. Where Mr. Cheeseman sought my assistance in identifying his specimens he has mentioned the fact.

Æstrelata axillaris, Salvin; *Ibis*, 1893, p. 264.

This is a very interesting addition to our list of native species. In the collection of birds made by Mr. Hawkins at the Chatham Islands, there were two specimens of a Petrel allied to *Æstrelata cooki*, but differing in several marked characters, notably in having black axillary plumes. Mr. Salvin states, "The skins were not quite adult, but were marked male and female. The birds had been shot on the south-east island on the 8th May, 1892."

Æstrelata cervicalis, Salvin. (Sunday Island Petrel.)

Shortly before I went to Europe, Captain Fairchild kindly presented me with a beautiful Petrel from Sunday Island, in both adult and young states. The bird appeared to me to be an entirely new species, but, as I was going Home, I decided to delay my publication of it till I could compare my specimens with the types in the British Museum. But I was too late with it, for, in the meantime, a Captain Carpenter had sent a skin to the Museum, and Mr. Salvin had named it as above. It had fallen into good hands; and my only regret in the matter was that I had wished to connect Captain Fair-child's name with this fine species.

Æstrelata affinis, Buller. (Mottled Petrel.)

Professor Hutton is in error in stating (*loc. cit.*, p. 753) that Mr. Salvin had identified my *Æstrelata affinis* with *Æ. gularis* (Peale). Had our acknowledged authority on Petrels, Mr. Salvin, so identified my bird, I certainly should not have described and figured it as *Æstrelata affinis* in my second edition of "The Birds of New Zealand." While admitting the species, Mr. Salvin suggested that it might prove to be the same as *Æ. gularis*, Peale (see *Ibis*, 1888, p. 358), and so the matter rests. Professor Hutton knew this perfectly well, because I had stated the facts in my account of the species. The type of *Æstrelata gularis* is in the Smithsonian Institution, and neither Mr. Salvin nor I have had an opportunity of comparing it with *Æ. affinis*, mihi.

Puffinus gavia, Forst. (Forster's Shearwater.)

A nestling obtained in the Hauraki Gulf, on the 8th November, was covered with very long and thick down [*unclear: o*] extremely soft texture, and dark slate-grey, on the upper parts thick and close, and of a paler grey, on the under parts, fading to whitish on the crop and foreneck. Black feathers just beginning to appear on the wings.

Puffinus griseus, Gmelin. (Sombre Shearwater.)

A nestling obtained from one of the islands in the [*unclear: Haurak*] Gulf, on the 18th November, was covered with thick down, long, extremely fine, and dark slate-grey in colour on the upper parts, shorter and thicker on the under parts; [*unclear: pal*] grey on the sides of the body; white on the foreneck, [*unclear: crop*] and down the centre of the abdomen, in a broad band, to the vent.

Puffinus chlororhynchus, Lesson.

I do not know what authority Professor Hutton had for citing me thus, in a recent communication to the Zoological Society of London: "*Puffinus chlororhynchus*, Lesson; Buller, 'Birds of New Zealand,' 2nd ed., vol. ii., p. 235; *P. caneipes*, Cheeseman (*fide* Buller), Trans. N.Z. Inst., vol. xxiii., p. 226; not of Gould." On turning to Mr. T. P. Cheeseman's paper I do not find any justification for the reference. As a matter of fact I have never seen his specimens of this bird. I described both species in my second edition of "The Birds of New Zealand" (see pages 234 and 235), and am therefore familiar with them. From the Kermadecs I received two examples of *Puffinus chlororhynchus*, just as I was starting for England. I took them with me, and, on submitting them to Mr. Salvin, he confirmed my identification.

Puffinus assimilis, Gould. (Allied Shearwater.)

A fledgling which I have received from Sunday Island (one of the Kermadecs) is a very pretty object. The plumage is as in the adult, except that the longer wing-coverts and inner secondaries are minutely tipped with white. But the long, fluffy, dark-grey down still adheres to the sides of the body, and as the bird squats it looks as if reposing in a luxurious nest of down, which projects an inch or more from the body, and has a charming effect.

Anas chlorotis, Gray. (Brown Duck.)

I am indebted to Captain Mail for another partial albino of this species, which was shot by him on a lagoon near the Manawatu River. It has the forehead, sides of the head, nape, and hindneck white; shoulders and mantle with white feathers intermixed with the brown, the former preponderating. Rest of the plumage normal.

A specimen which came into my possession some time ago (now in the Rothschild Museum) has the sides of the head, crown, hindhead, and upper part of neck pure white, varied only by irregular patches of brown extending from the base of the upper mandible to the eyes, and thence across the vertex. Most of the small wing-coverts, also one secondary and one primary in each wing, are pure white; of which there are also touches near the tips of the other quills. The rest of the plumage is normal, except that the margins of the dorsal feathers are somewhat lighter than in ordinary birds.

Anas superciliosa, Gmelin. (Grey Duck.)

I have already recorded some remarkable eccentricities in the breeding of the common Grey Duck. I find the following in one of my note-books: At one end of the little island of Motutaiko, in Taupo Lake, on a

pohutukawa tree overhanging the water, and at an elevation of 12ft. from the surface, a pair of these Ducks, for several successive seasons, reformed their rude nest and brought forth their young.

Hymenolæus malacorhynchus, Gray. (Blue Duck.)

A specimen of this Duck from Dusky Sound which passed through my hands differed from ordinary examples in having the whole of the plumage of a silky texture, and the entire breast in front and on the sides thickly studded with dark chestnut-brown spots, becoming almost confluent in places.

Aptenodytes longirostris, Scop. (King Penguin.)

The examination of a series of eight eggs gave me the following result: They exhibit much variety in size and shape; the typical form is pear-shaped, but sometimes they are elongate, inclining to an elliptical form, with an attenuated smaller end. The largest of the former in this series measures 4.1in. by 3in.; and the smallest of the latter measures 4.1in. by 2.7in.

Apteryx haasti, Potts. (Haast's Kiwi.)

Two eggs of this rare form were collected by Mr. Charles Robinson on the Heaphy Ranges, on the west coast of the South Island. The larger of these, measuring 5.12in. by 3.125in., was taken, in a perfectly fresh state, on the 20th December, with the female bird, under a grass tussock. The male bird was found by the dog, also under a grass tussock, some distance away. The other egg, which is about one-eighth of an inch shorter, was taken (with a single bird in the nest) on the 26th January. It unfortunately got cracked through the struggles of the captive bird, and was found to contain a well-advanced embryo. Both eggs when taken were much soiled by contact with the birds' feet, especially the one that had been long incubated; but, on being washed, they disclosed a shell of a pale greenish-white. In form they are broadly ovoido-elliptical, the smaller one being almost a perfect ellipsis. These unique specimens are now in the Rothschild Museum, at Tring.

ART. V.—On a New Species of Fern-bird (*Sphenæacus*) from the Snares Islands; with an Exhibition of Specimens.

By Sir Walter L. Buller, K.C.M.G., D.Sc., F.R.S.

[Read before the Wellington Philosophical Society, 25th July, 1894.]

I HAVE much pleasure in exhibiting this evening some specimens of a new bird, which I have distinguished as *Sphenæacus caudatus*. In order to secure the advantage of early publication, I have sent my diagnosis of this species to our London ornithological magazine, the *Ibis*; but, as I think it well to have everything of the kind on record in the "Transactions of the New Zealand Institute" for the convenience of local workers, I append a copy of that paper.

In a collection of birds made for me by Mr. H. H. Travers on the last visit of the Government steamboat "Hinemoa" to the various groups of islands adjacent to New Zealand, there are a good many specimens of the Fern-bird or Utick, obtained by him on the Snares, a group of islets lying about seventy miles south of the southernmost extremity of New Zealand. I have hitherto referred this island-form to Mr. G. R. Gray's *Sphenæacus fulvus*. But the opportunity of examining so good a series (both male and female) has led me to investigate the subject further, and I am now satisfied that the species is distinct.

Mr. G. R. Gray's description of *Sphenæacus fulvus* appeared in his very useful "List of the Birds of New Zealand and the adjacent Islands" which came out in the *Ibis* of 1862.

To commence with, his bird was from New Zealand; and, although no locality is given, it cannot have come from the Snares, inasmuch as there was no communication with these small islands at that time.

According to his description, *Sphenæacus fulvus*, although of a "rather larger size" than *Sphenæacus punctatus*, has a smaller bill and shorter tail. This is not the case with the bird from the Snares, which is

altogether appreciably larger, the bill being more robust, and the tail so conspicuously different that I have named the species from that feature: that is to say, instead of its being composed of Emu-like feathers with disunited barbs, the webs are closely set and compact, not differing in any way from the typical tail-feathers of the extensive family to which this genus belongs. Mr. Gray says of his bird that "the black streaks and dots are less pronounced than in *Sphenæacus punctatus*," which is not true of this bird; and he adds that "the abdomen is white, more or less minutely dotted with black," a description which is equally inapplicable to this species. In Mr. Gray's bird the white superciliary streak is more pronounced than in *Sphenæacus punctatus*; in this species it is less so.

The form which I am now distinguishing appears to be intermediate between *Sphenæacus punctatus* of New Zealand and *Sphenæacus rufescens*, mihi, of the Chatham Islands; and its occurrence on the Snares is the more interesting as another inhabitant of these islets is the Chatham Island Robin (*Afire traversi*, mihi), which has never yet been found in New Zealand.

Sphenæacus caudatus, sp. nov.

ad. similis *S. punctata*, sed paullo major: ubique lætius fulvescens, plumis vix ita distincte medialiter lineatis: pectore etiam minus distincte maculato: remigibus rectricibusque ochrascenti-fulvis; caudâ minus acuminatâ, scapis plumarum haud nudis, sed ad ipsum plumiferis. Long, alæ 2.65, caudæ 3.5, rostri 0.5, tarsi 0.85.

mari similis.

Hab. Inss. Snares, maris Novi-Zelandici.

This is the *Sphenæacus fulvus* of my "Birds of New Zealand" (2nd ed., vol. ii., p. 61). The specimens therein referred to as having come from the South, without any locality being assigned, must, I now feel assured, have come from the Snares. They reached me through dealers, and it is almost impossible in such cases to get reliable particulars of the kind.

ART. VI.—Notes on the Flightless Duck of the Auckland Islands (*Nesonetta aucklandica*).

By Sir WALTER L. BULLER, K.C.M.G., D.Sc., F.R.S., &c.

[Read before the Wellington Philosophical Society, 25th July, 1894.]

I HAVE lately had an opportunity of examining a large series of skins of the small Flightless Duck (*Nesonetta aucklandica*) collected by Mr. H. H. Travers at the Auckland Islands, to which this species is strictly confined. The sexes in the adult state do not differ much from each other, both exhibiting the delicate reflections on the plumage of the upper surface; but the male may be distinguished by its darker head and neck, by the black under tail-coverts, and by a greater abundance of vermiculated markings on the sides of the body. The young male, as I discovered, has exactly similar plumage to the adult female, the head being of the same brown colour as the body, with a paler throat. There is likewise an absence of black on the under tail-coverts. The adult plumage is probably assumed in the second year. As with the insects of Madeira, mentioned by me in a former paper, so with this Duck: long disuse has rendered the wings useless for purposes of flight; but, as if to compensate for this, the species possesses the unusual faculty of being able to climb—an accomplishment which no doubt would be of far more advantage to the bird in its rocky habitat, surrounded by the ocean, than the power of flight. I made the discovery by the purest accident. Captain Fairchild, on the return of the "Hinemoa" from her last visit to the Auckland Islands, presented me with a live pair, which I at once placed on the Papaitonga Lake, in the hope that they might breed there. I afterwards purchased a pair from one of the crew, and, being desirous of sending these to Europe, I placed them in a wire enclosure, over 3ft. high, in a secluded part of my garden. I noticed that they at once commenced to scale the perfectly upright netting, falling back into the yard as they neared the top of the fence. Never supposing that they would get over the fence, I left them in the enclosure. In the morning the male bird, being the more robust of the two, had made its escape, and I had little hope of ever seeing it again, there being much close covert in the garden. A few evenings afterwards I found both birds again in the yard, the fugitive having evidently climbed back into the enclosure for the purpose of sharing his mate's food. In the morning he had disappeared again. This continued for about ten days, the bird (which is semi-nocturnal in its habits) skulking and hiding during the day, and coming back in the evening to share the food. When I was ready to ship the Ducks I had simply to visit the enclosure after dusk, and then, catching them without difficulty, they were cooped and despatched to London by the R.M.S. "Tainui."

ART. VII.—Notes on *Phalacrocorax colensoi*, of the Auckland Islands, and on *Phalacrocorax onslowi*, of the Chatham Islands.

By Sir WALTER L. BULLER, K.C.M.G., D.SE., F.R.S.

[Read, before the Wellington Philosophical Society, 5th September, 1894.]

Mr. H. O. FORBES, in his paper "On the Birds inhabiting the Chatham Islands," which appeared in the *Ibis* for October, 1893, describes, under the name of *Phalacrocorax rothschildi*, a Shag found at the Chatham Islands and in the south of New Zealand, separating it from *Phalacrocorax colensoi*, and saying, "This species is distinguished at once by the approximation of the dark plumage of the head beneath the throat, leaving a comparatively narrow white stripe between them." He also makes the possession of both the white alar bar and the white dorsal spot characteristic of his new species.

In my opinion we have a good deal more to learn about the Shags inhabiting New Zealand and the adjacent islands; and I think Mr. Forbes was somewhat rash in characterizing this as a new species without further investigation.

The type of my *Phalacrocorax colensoi* was from the Auckland Islands, but (like all the other specimens collected there by Mr. Burton at a wrong season of the year) it was in old and faded plumage, with dingy colours. Quite recently, however, I have had an opportunity of examining a large number of skins in good plumage, collected by Mr. Henry Travers at the Auckland Islands and on Campbell Island during the last cruise of the Government gunboat "Hinemoa." The examination of this collection has satisfied me that Mr. Forbes's "characters" are of very little value. The form and width of the white stripe down the foreneck, the presence or absence of the alar bar, and the dorsal patch of white, are inconstant features, due apparently to age or season. It will probably be found, when we become better acquainted with the species, that the bird is carunculated at one season of the year and not at another, for all the specimens brought by Mr. Travers (killed in May) are without caruncles on the face. They include adult birds of both sexes, but presenting very different phases of plumage. In three of them there is a slight coronal crest, the feathers being acuminate, and produced beyond the ordinary plumage of the head. In some the alar bar is very conspicuous, occupying the whole of the median wing-coverts, in others it is broken and irregular; in one of the birds it is wholly absent, whilst in another the only indications of it are a few scattered white feathers among the dark wing-coverts. Of the whole series only one presents the white dorsal spot. The white throat-stripe is very uncertain in character: in some of the specimens it widens gradually from the chin to the breast, whilst in one of them it is narrow and of even width in its whole extent; in some it is constricted in the middle; and in one of them the dark plumage of the sides of the neck almost meets above the breast, the white stripe being interrupted and broken. Out of the whole lot only one gives the wing-measurement of my type—namely, 10.5in. In all the others the wing, from the flexure, measures 11in. It will be seen therefore that, even in this respect, the species is variable. The fact is that this Shag, like many others, varies with age and season, and the only thing to be done, so far as I can see, is to make the characters of *Phalacrocorax colensoi* somewhat wider.

In a specimen which I have since had an opportunity of examining the dark plumage actually meets about the foreneck, there being only a few minute white feathers along the line of junction. There is a single lengthened coronal feather, evidently the vestige of a crest that had recently been shed. There is a broad alar bar of white, but no dorsal spot. This bird, which presents old and faded, or out-of-season, plumage, was obtained by Mr. Henry Travers on a former visit to the Auckland Islands, about the year 1890.

With regard, however, to another species of Shag Mr. Forbes has, I think, been more fortunate. He is probably right in considering *Phalacrocorax imperialis*, with which I had united the Chatham Island Shag, as being confined to the Straits of Magellan, from whence the type came. I am perfectly sure that the Chatham Island bird is distinct from *Phalacrocorax carunculatus* of New Zealand, and if it cannot properly be united with *P. imperialis* it requires a distinctive name; and in providing this Mr. Forbes could not, in my opinion, have made a better selection than he did in dedicating this handsome species to our late Governor. Lord Onslow not only took an active interest in our native birds and their preservation, but he was the first to send to Europe living specimens of *Phalacrocorax carunculatus*, one of which, I believe, still survives in the Zoological Society's Gardens at Regent's Park.

The beautiful example of *Phalacrocorax onslowi* which I have the pleasure of exhibiting to you to-night came, I presume, from the Chatham Islands, although I have no information of locality with it. The specimen is in brilliant plumage, and if you will handle it you will find the feathers of the neck as soft and yielding to the

touch as the finest silk-velvet. It is a male bird in full breeding plumage, and has a superb coronal crest, the feathers composing which are from one to three inches in length, of narrow even breadth, and of the same brilliant metallic blue as the surrounding plumage. Mr. Forbes, in diagnosing the character of this species, includes "an alar bar and doubtfully a dorsal spot of white as it is absent in the specimens, though mature and crested, described and figured by Sir W. Buller." On examining the specimen now before the meeting, you will observe that, although apparently in the most matured plumage, the neck being adorned with white hair-like filaments an inch long and the alar bar being very conspicuous, there is not the slightest indication of the dorsal spot of white. I think we may conclude that its absence is characteristic of the species.

P.S.—Since the above was written I have had an opportunity of examining some further specimens of *Phalacrocorax carunculatus* from the White Rocks, Queen Charlotte Sound the only locality in New Zealand, so far as we are aware, in which this species is to be found. Captain Fairchild informs me that there is still a small colony of these birds, numbering from fifteen to twenty, breeding on the rocks. On the occasion of his visit last week he found the young hatched out, but still occupying the nests. Four of these, of different sizes, clothed in thick down, he brought over with him in the "Hinemoa," and I have sent them up to the Papaitonga Lake, where I trust they will thrive and ultimately breed. Two old birds, both females, were shot by the crew and the skins preserved. I had an opportunity of examining one of these. The pad of orange caruncles on the brow, on each side of the head, is very prominent, and as it is entirely absent in some examples I take it to be a feature peculiar to the breeding-season. There is no appearance whatever of a crest, or even an elongation of the coronal feathers. The white alar bar is very conspicuous; so is the dorsal double patch of white. The naked space around and in front of the eyes is entirely dark-blue; and the feet are flesh-coloured.

Nestling.—Covered with sooty down. Fore part of head, face, and throat, perfectly bare; the skin, which is jet-black, presenting a granulated surface, and having the appearance of kid-leather. Upper mandible brownish-black; the under mandible, except at the tip, as well as the skin at its base, in a straight line from the angle of the mouth, bluish-white, the black colouring of the skin beyond, however, being continued, in a tapering streak, to a point within the rami. Under each eye there is a minute round spot of white. Legs and feet dark-grey, the webs lighter.—W.L.B. Wellington, 20th September, 1894.

ART. VIII.—Note on *Œstrelata neglecta*; with an Exhibition of Specimens.

By Sir WALTER L. BULLER, K.C.M.G., D.Sc., F.R.S.

[Read before the Wellington Philosophical Society, 5th September, 1894.]

WHEN I had the privilege of placing before you on the 25th July last a budget of ornithological notes I took occasion to refer to Professor Hutton's supposed new species of Petrel from the Kermadec Islands, to which he had given the name of *Œstrelata leucophrys*, and, following Mr. Salvin, I then stated my belief that, instead of being a distinct species, it was only a form of *Œ. neglecta*. We have not had to wait long for confirmation of this view. I have the pleasure of exhibiting to-night a pair of birds kindly lent to me for that purpose by Mr. Bethune, the second engineer of the "Hinemoa." The male bird is in the plumage of Professor Hutton's *Œstrelata leucophrys*, whilst the female is in the ordinary plumage of *Œstrelata neglecta*. They were taken by Mr. Bethune himself from their breeding-burrow on Sunday Island. Indeed, Mr. Bethune assures me that on every occasion he can remember—and he has collected many of these birds in the breeding-season—he has found the two kinds mated and breeding together. From this it might be inferred that the difference of plumage is sexual. As against this view, however, I have to exhibit a specimen in an intermediate state of plumage, the sides of the head and neck being very prettily rayed with dusky grey; also an example with a still whiter head than Mr. Bethune's male bird presents. All this goes to prove the correctness of Mr. Salvin's contention as to the variability of this species in regard to plumage. It is perfectly clear, therefore, that *Œstrelata leucophrys* will not stand as a species.

At the same time that I submitted my specimens of *Œ. neglecta* to Mr. Salvin (as stated in my former paper, page 123) I showed him also a pair in entirely dark plumage, which seemed to me to be distinct, and which, in that case. I proposed to dedicate to Captain Fairchild, who has done so much to increase our knowledge of the birds inhabiting the outlying islands. Mr. Salvin expressed a strong belief that these were referable to the same species in a dark phase of plumage, and said that nothing would satisfy him to the contrary short of finding the dark-coloured birds nesting together apart from the lighter-coloured birds, and breeding true. I felt bound to defer to the opinion of a naturalist who has made the Petrel family his special study, so I abstained from recording this supposed new form. The two specimens which I exhibit to-night seem to prove that in this case also Mr. Salvin was right in referring the bird to *Œstrelata neglecta*. In one of them

the entire plumage is brownish-grey, darker on the upper surface, changing to brownish-black on the wings and tail; the primaries, secondaries, and tail-feathers being white in their basal portion, with white shafts, darkening towards the tip. In the other specimen the under surface is much lighter, whilst on the throat there are indications of a change to the pale-grey characteristic of ordinary specimens of *C. neglecta*. I think, therefore, we may pretty safely assume that this is the young state of that species.

In Mr. Bethune's two specimens now exhibited the wing measures, from the flexure, exactly 11.75in.; in my intermediate example it measures 12in., and in the more matured one only 10.5in. In the two entirely dark birds the wing, as in the first-named, measures 11.75in. The dark birds have brownish-black legs and feet, whereas in all the others the tarsi are yellowish, and the toes "sandalled" with black; but this difference is no doubt due to the immaturity of the former.

ART. IX.—*Some Curiosities of Bird-life.*

By Sir WALTER L. BULLER, K.C.M.G., D.Sc., F.R.S.

[*Read before the Wellington Philosophical Society, 19th September, 1894.*]

PURSUANT to the title of my paper, I shall exhibit to you this evening some remarkable "freaks of nature," or curiosities of bird-life. One of them, as I shall presently show, is a pure albino Kiwi, of the small species known to us as *Apteryx oweni*, the ordinary plumage of which is of a speckled or dappled-grey colour. But before proceeding to the specimens I wish to say a word or two on the subject of albinism.

The inherent tendency to albinism is one of the distinguishing features of the New Zealand avifauna. Albinism in the human subject is due to the absence of the minute particles of colouring-matter in the epidermis or outer cuticle, the presence of which, in more or less abundance, gives colour to the skin. In many species of quadrupeds, birds, and reptiles, albinism, due to a precisely similar cause, often exhibits itself, the skin, hair, feathers, and also the hard tissues—even the horny sheaths and scaly coverings—presenting an abnormal whiteness. Sometimes, as in the case of white rats, mice, and rabbits, this is accompanied by an abnormal condition of the eyes, which become blood-red. The whiteness of plumage, the purity of which is regulated by the entire or only partial absence of the colouring pigment in the feathers, is thus easily accounted for; but I have been unable to discover any sufficient reason for the frequency of this condition of plumage among the birds of New Zealand. It is certainly not the result of disease, or of a low state of vitality, any more than albinism in the human subject can be taken to indicate an enfeebled condition of mind or body. May it not, then, be in some way dependent on climatal conditions? It is significant that in tropical India the tendency is in an opposite direction, melanism, as we are informed, being of frequent occurrence there. Now, in the whole of my experience I have met with only two examples of melanism among New Zealand birds—the subjects being *Anthornis melanura* and *Miro albifrons*—and I cannot say that in either case was it very pronounced. Of albinism, however, in this country there are endless examples. In my "Birds of New Zealand" (2nd ed.) I have recorded albinos, more or less perfect, of thirty-three species (see enumeration on page xlii. of Introduction). I have since recorded six more in the pages of our "Transactions"—namely, *Myiomoira toitoi*, *Halcyon vagans*, *Puffinus griseus*, *Diomedea regia*, *Diomedea fuliginosa*, and *Apteryx haasti*; and I am informed by the Hon. Walter Rothschild that he has received a pure albino of *Thinornis novæ-zealandiæ* from the Chatham Islands.

It is, of course, the pigments in the feathers which produce the colours that we admire so much. Dr., T. S. Kingsley, in an excellent article on the subject, informs us that "a colouring matter which is called zoomelanin, and thought to be identical with coriosulphurine, seems to produce all the black and dark hues in birds, while some green colours are due to an admixture of a yellowish pigment called psittacofulvine. A really green pigment has only been found in the touracoës,—hence the name turacoverdin,—and no blue or violet pigment has yet been discovered, while red (zooerythrine) is quite common. Another red, turacin, causes the magnificent red on the wings of the *Musophagidæ*. There is no white pigment, but wherever that colour occurs it is due to the countless number of interstices between the molecules of the feather, the substance of the latter being colourless. Many tints—for example, blue, violet, and certain greens—are not due to the pigment, which is black-brown to yellow, but the blue results from a particular surface-structure of the feathers, so that it must disappear if the colour-producing parts be destroyed. Thus, if we hammer carefully the deep-blue feathers of a Macaw, the blue colour immediately disappears, and the injured part looks grey or brownish, according to the underlying pigment. Some green parrot-feathers, when treated in a similar way, become yellow, since this is the

colour of their pigment." We are told that the gloss of feathers, independent of the colour itself, is the result of their surface being smooth and polished, while the metallic lustre is due to a transparent sheath which acts like a prism.

Closely connected with this subject is that of "dichromatism." Of this colour-problem the same author says, "We are accustomed to call it dichromatism, but of its true nature and its significance in the animal economy we are quite ignorant. By this term we designate the peculiarity, in certain species of birds, that individuals present two different styles of coloration, or 'phases,' presumably more or less independent of geographical distribution, present or past, or, in fact, of any apparent cause whatsoever. The difficulty in finding a plausible theory is much increased by the circumstance that there are nearly as many kinds of dichromatism as there are dichromatic species." Among the examples put forward by him is that of the dark and white forms of *Ossifrage gigantea*. In this I think he is mistaken. I have, from time to time, recorded seven examples of the White Nelly from New Zealand waters. Of these only two were absolutely pure albinos. One of them, which I obtained at Waikanae, about forty miles up our west coast, and presented to the Colonial Museum, was of snowy whiteness, without blemish of any kind, even the legs and feet being whitish, whilst the bill was yellowish horn-colour. The other, which is almost as pure, was obtained at sea, about ten miles north of Milford Sound, and presented to me by Captain Fairchild. All the other examples are more or less marked with dark feathers, scattered irregularly over the entire body. There are certainly two phases of the dark plumage—the one uniform slaty-grey, the other paler grey with whitish cheeks and throat—but these differences are in my opinion attributable to age and sex.

In addition to "dichromatism" there is what is termed "trichromatism," where, apart from the normal form, there are two different-coloured phases, although this phenomenon appears to want confirmation, the evidence in support of it being incomplete. If the theory be true it may help to explain the formation of new species,—the original stock dying out in the struggle for existence, and the dichromatic phases becoming stereotyped into two invariable forms or species, separated geographically but still identical in structure. Dr. Kingsley mentions an example brought forward by Mr. Ridgway, that of the Scarlet and the White Ibises (*Guara rubra* and *G. alba*), of which he remarks that they are now so different in colour that probably no one would deny their specific distinction, though structurally so alike that a specimen of the white one dyed scarlet would be indistinguishable from *G. rubra*; and he concludes with this observation: "The question which finally impresses itself upon the inquirer, in view of the above facts, is this: Are not the two or three phases of dichromatic or trichromatic species 'incipient species,' the final state of which will be that of the White and the Scarlet Ibises? The subject is one of the most perplexing, and consequently most interesting, questions in modern ornithology. It shows what we know, and particularly what we do not know; it shows that ornithology means more than a mere description and naming of birds; that one of its aims is to contribute to the solution of the great problem of the age—the origin of species."

There is another point on which I should like to say a word before exhibiting the specimens. I have recorded only five perfect albinos of *Apteryx oweni* and one case of partial albinism.

"Birds of New Zealand," 2nd ed, vol. ii., p. 328.

It will be seen therefore that this condition of plumage is a rarity. I do not hesitate to say, however, that in a few years' time a specimen of the Grey Kiwi in the ordinary plumage will be as rare in New Zealand as the abnormal example I am presenting to you to-night; and I will tell you why. Not many years ago this species existed in great abundance in certain parts of the South Island. It was of course to be expected that a bird incapable of flight and devoid of any means of self-defence would diminish in numbers as the country became settled, and dogs and cats, running wild, spread themselves over the interior; but a new factor has come into existence which threatens the speedy extermination of not only *Apteryx oweni* but of many other indigenous forms. I refer to the introduction, at the instance of a former Government, of polecats, stoats, and weasels. From a naturalist's point of view, I regard this act in the light of a crime. The vermin that every farmer in the Old Country was trying to extirpate as an unmitigated evil our wise Government bought up by the hundred and imported into this country, in the vain hope that these "carnivorous beasts" would change their habits and take to a rabbit diet, to the exclusion of everything else! No doubt, to abate the rabbit-nuisance, which was causing widespread loss and even ruin to our sheepfarmers in many parts of the country, was a most desirable object. But it is a question whether, in the introduction of polecats, stoats, and weasels, the Government was not establishing, even from the farmers' point of view, a still greater evil. As shipment after shipment of this vermin from over the water arrived in New Zealand, I raised my voice in protest against so insane a policy, and so did others—notably Professor Newton of Cambridge—but all to no purpose. The imported animals were turned loose north and south, and have now become firmly acclimatized in a country where the conditions of life are so favourable to their existence that no power on earth will ever dislodge them. The Wairarapa was the principal seat of the rabbit-plague in this provincial district; so the destroyers, of whom so much was expected, were liberated there. But they did not stay long with the rabbits. Swarming over the dividing-range, and

crossing in summer the snowcapped ridges of the Ruahine, they descended upon the fertile lands of the west coast, where they are now fairly established, and where there are practically no rabbits for them to prey upon. They are making themselves felt, however, in other respects. The rabbits devastated the pastures, but they left the sheep alone. Not so with these "Government immigrants." One farmer at Kereru complains that in a single night this season he lost forty lambs, each exhibiting a small punctured wound, betraying the depredator. My sons had their hen-roost visited at night, and a brood of valuable fowls destroyed. The breeding of turkeys was at one time a profitable industry in these districts, the hen-birds forming their nests in the scrub and along the outer edges of the bush; but, with these marauders abroad, a turkey has now very little chance of bringing out a brood. Formerly, the Woodhen (*Ocydromus greyi*) was very abundant in the Horowhenua and Manawatu districts, its loud and not unmusical whistle being heard on all hands as the shades of evening deepened into the gloom of night. Now all this is changed. The responsive cries of the Woodhen are seldom heard, and there is nothing to break the stillness of the night but the call of the Morepork keeping his vigils. The diminution in numbers of our introduced game—Pheasants and Californian Quail—must, I think, be attributed to the same cause.

Mr. Jonathan Brough, writing to me from the Pelorus, says, "I have now been camped in these woods for about a month—up one of the tributaries of the Pelorus River known as Wakamarina. I am camped a long way up the creek, at a place where I used to collect birds some years ago. In those days I found this a good hunting-ground; a great number of species could be then obtained in this locality; but now all this is changed. I seldom see or hear any birds worth collecting. The stoats and weasels have done their work. For three weeks I was camped right up amongst the mountains and in the heart of the bush, and I never saw a single Woodhen, nor did I ever hear one. I heard one Kiwi calling, and I found one dead on the ground with its head and neck mutilated by the stoats. I do not now see or hear any Saddlebacks, or Pigeons, or Wrens, all of which were plentiful enough in this place a few years ago. The Blue Duck used to be fairly abundant in the creek, and they are now nearly extinct. This time I have seen only one pair. They had a brood of young ones, so I felt that I could not shoot them. They had six young ones when I first saw them. I have an opportunity of seeing them in the creek every day, and it is very interesting to watch them. But the young ones are getting fewer every week, and now there are only three left. I attribute this also to the stoats, which are very numerous about here. Collecting specimens of natural history in this part of the country is a thing of the past, for the stoats and weasels have swept away everything."

An old settler at Wanganui, from whom I have received many specimens in the past, writes me: "Weasels have destroyed all game, and I think Wekas will share the same fate. I never see any. I have killed seventeen weasels on my place in three months; and of the many bad things introduced I think this the worst." And Mr. William Smyth, the well-known collector, writing to me from Dunedin, says, "I got only a few Wekas from Waimate last winter. They have practically disappeared from the Otago country."

Even the country babies appear to be scarcely safe, for a paragraph has appeared in one of the newspapers stating that a child playing on the open common at Palmerston North was attacked by a pack of four stoats, and narrowly escaped serious injury.

See Trans. N.Z. Inst., vol. xxiv., p. 90.

Whether this report was true or not I can-not say, but it is just what is likely to happen when the bloodthirsty animals become numerous enough. Side by side with this wicked introduction into our fair country of animal pests we have the reckless—and, to my mind, ignorant—practice on our sheep-farms of poisoning hawks. There can be no doubt that the Harrier (*Circus gouldi*) does occasionally attack weakly lambs, tearing out their eyes and causing their death. So, for that matter, does the large Seagull (*Larus dominicanus*). But it is much easier for a hawk to attack and prey on a young rabbit than on a lamb; and, as a matter of fact, we owe to this cause that the rabbit, although it became established on the sandhills of the west coast of this province some twenty years ago, has never been able to sweep the country as it has done elsewhere. The conditions for hunting it on the open sandhills are favourable to the Harrier, and the bird has effectually kept the rabbit- nuisance under. I have always said that it is a dangerous thing to disturb the balance of nature; and I am persuaded that on our west coast at any rate the farmers who sometimes poison with strychnine twenty or more hawks in a week do themselves far more harm than good. But that is an evil of far less magnitude than the one we have been discussing—the introduction of polecats, stoats, and weasels. The Minister who, in the excess of his ignorant zeal, authorised this public expenditure will probably be remembered in the colony long after we are dead and gone.

Since the above was written it has been officially notified in the Government *Gazette* that ferrets, stoats, and weasels are protected by law! As a fitting commentary upon this the following paragraph appeared a few days later in the *New Zealand Times*: "Stoats are reported to be very troublesome in the Hawera district. One settler reports that sixteen eggs out of eighteen were destroyed in one nest by stoats last week." And a correspondent of the *Evening Post* under the *nom de plume* of "Bushman," commenting on the *Gazette*

notification, writes, "I should like to know when this craze of a few faddists is going to cease, for it seems to me about time that some one entered a strong protest against the wholesale introduction of these pests into our beautiful adopted country. Any one who, like myself, has kept ferrets for years must know that the habits of the animal are entirely against its ever doing any real good as an exterminator of rabbits, for, unlike a cat, a ferret will not hunt for the sake of hunting; and, as it almost always lays up and sleeps for two or three days after a heavy meal, this must militate against its usefulness. Again, ferrets and their congenitors will hardly ever touch fur if they can obtain feathers, which is the reason that in many districts where pheasants and quail were once plentiful they are now nearly extinct. And the last but greatest evil is that ferrets are, and have been for years, killing hundreds, and I might say thousands, of lambs yearly all over the country. Now, I would ask, is it any use proclaiming such vermin as 'protected animals' when the above facts are well known? Is it not merely inviting people to break the law? I have for years killed every ferret, stoat, or weasel that I could get a chance at; and many others that I know do the same, or we should have long since been plagued by a worse pest than the rabbit ever were."

It is melancholy to reflect that the New Zealand avifauna, which had already, from a variety of adverse causes, become endangered, should be thus subjected to an overwhelming influence for evil. But for this unfortunate introduction there would have been some hope of many of the species being permanently preserved. Indeed, it had become a subject of remark that such birds as the Woodhen, the Swamp-hen, and the Banded Bail were becoming more numerous in all the cultivated districts, the conditions of existence being more favourable. To show you that I am not raising an unnecessary wail over the birds that are vanishing, I will quote a passage from Professor Newton's admirable article on "Birds" (Enc. Brit., p. 742):—

"As a whole, the avifauna of New Zealand must be regarded as one of the most interesting and instructive in the world, and the inevitable doom which is awaiting its surviving members cannot but excite a lively regret in the minds of all ornithologists. This regret is quite apart from any question of sentiment; if it were otherwise, it could not be defended against that sentiment which prompts our colonial fellow-subjects indiscriminately to stock their fields and forests not only with the species of their Mother-country, but with all the fowls of heaven, whencesoever they can be procured. The regret we express arises from the thought that, just as we lament our ignorance of the species which in various lands have been extirpated by our forefathers, so our posterity will want to know much more of the present ornis of New Zealand than we can possibly record; for no one nowadays can pretend to predict the scope of investigation which will be required, and required in vain, by naturalists in that future when New Zealand may be one of the great nations of the earth."

Without further preface I shall invite your attention to the three very interesting specimens on the table, about each of which I have a few remarks to offer.

1. *Nestor meridionalis*, Gmelin. (Kaka.)

Mr. Gould, in the supplement to his superb work on "The Birds of Australia," figures and describes several species from New Zealand. Among these there is the Prince of Essling's Parrot (*Nestor esslingii*, De Souance), upon which he remarks as follows:—

"A single specimen only of this magnificent Parrot has come under my notice; and this example is perhaps the only one that has yet been sent to Europe. It formerly formed part of the collection of the Prince d'Essling of Paris, but now graces the National Museum of Great Britain. It is in a most perfect state of preservation, and is, without exception, one of the finest species not only of its genus, but of the great family of Parrots. The native country of this bird is supposed to be New Zealand; but I, as well as M. de Souance, have failed to learn anything definite on this point. In size it even exceeds the great Kaka (*Nestor meridionalis*), which it resembles in the form of the beak, while in its general colouring it closely assimilates to the *Nestor productus*; in some features of its plumage, however, it differs from both. In both those species the tail-feathers are strongly toothed on the under surface with red; and in the *N. esslingii* no such marks occur, the toothing on the inner webs of the primaries is not so clear and well defined, and the light-coloured interspaces are much freckled with brown."

Dr. Finsch, on the other hand, states in his "Monograph of Parrots" that *Nestor esslingii* is in size and general colour the same as *Nestor meridionalis*, but "has the breast ash-grey with brown terminal margins, and a broad yellowish-white transverse band straight across the belly." He quotes De Souance to the effect that the red marks on the inner vane of the quills and tail-feathers are precisely as in *Nestor meridionalis*.

As far back as 1870 I expressed my belief that this was only an accidental variety of our common *Nestor meridionalis*; and a subsequent examination of the specimen in the British Museum, on my first visit to England, confirmed this view. At this time the specimen was exhibited, mounted with others of the same genus, in a plate-glass show-case in one of the main galleries. But Dr. Bowdler Sharpe, the able Curator in charge of the collection of birds, has had them carefully unmounted and reduced to the condition of cabinet skins, as he

feared that constant exposure to the light would have a damaging effect on the bright plumage. In the "Bird-room," however, they are always accessible to students, and may be examined with more satisfaction than in hermetically-sealed show-cases.

The specimen which I have the pleasure of exhibiting tonight is, so far as I can remember, almost exactly similar to the type of *Nestor esslingii*. There is a very slight indication of the toothed markings on the under-surface of the tail-feathers; but, as I have already shown, the authorities differ as to their presence or entire absence in the original specimen. The curious part of the story, however, is that the bird now exhibited is one of three, all marked alike, recently obtained in the same locality (District of Marlborough)—all three of which I have had an opportunity of examining. One would have felt much inclined to rehabilitate *Nestor esslingii* as a species but for the fatal circumstance that one of them has the lower mandible on one side yellowish-white, betraying the latent tendency in the bird to albinism. I still feel satisfied, therefore, that this handsome bird is only a variety of *Nestor meridionalis*, the most variable of all our indigenous Parrots.

2. Stringops habroptilus, Gray. (Kakapo.)

I have described in "The Birds of New Zealand" (vol. i., pp. 177-78) several remarkable varieties of this bird, the tendency generally being towards a more or less yellow plumage. The bird exhibited this evening is no exception to that rule. It is paler-coloured than any specimen I have hitherto seen, the entire under-surface being dull lemon-yellow clouded with obscure green and brown, the upper parts much suffused with yellow, the tail-feathers clear lemon-yellow with black shafts and obscurely barred and toothed with brown, the primaries lemon-yellow and the secondaries greenish-yellow, with similar blackish-brown markings to those of the ordinary bird.

3. Apteryx oweni, Gould. (Grey Kiwi.)

This bird is the nearest approach to a perfect albino that I have yet met with among individuals of this species, there being only a tinge of yellowish-brown on the plumage of the upper surface. As already mentioned, I have recorded five albinos, all more or less stained with yellow or brown, and one partial albino, presenting only irregular patches of white. This specimen was received from Canterbury; so also were the other two birds described above.

ART. X.—On the Wetas, a Group of Orthopterous Insects inhabiting New Zealand; with Descriptions of Two New Species.

By Sir WALTER L. BULLER, K.C.M.G., D.Sc., F.R.S.

[Read before the Wellington Philosophical Society, 19th September, 1894.]

IN Gray's "Zoological Miscellany," 1842, p. 78, there first appeared a description of the great forest Weta of New Zealand, under the name of *Deinacrida heteracantha*, White. A further account of this remarkable insect was given in the List of the Fauna appended to Dieffenbach's "Travels in New Zealand," from which I extract the following: "The length of the specimen brought by Dr. Dieffenbach, measuring from the forehead to the end of the abdomen, exclusive of appendages, is 2in.; from the end of the tarsus of hind leg to end of antenna stretched out, this specimen measures at least 12½in. The specimen may be in the larva state. The presternum, as in *Anostostoma*, with two spines approximating in the middle; meso- and meta-sternum deeply grooved behind, with a strong tooth on the sides behind. Dr. Andrew Sinclair, since my short description was published in the second part of Mr. Gray's Miscellany, has brought from New Zealand a specimen of this species which, with its hind legs and antennæ stretched out, is at least 14in. long; its head and body, exclusive of appendages, being 2½in. The specimen is a female; its ovipositor is rather more than 1in. long, is slightly bent upwards and compressed through the greater part of its length, the two cultelli forming its principal part being somewhat angular at the base. Nearly the whole insect is of an ochry-yellow colour, the end of the ovipositor and the

extreme tip of the spines on the legs being brown; the margins of the abdominal segments are of a lighter colour; the transversely-ridged and rough-surfaced femora have many light-coloured streaks. The greater portion of the dorsal part of the thorax is somewhat ferruginous. This specimen was found by itself on the marsh-pine in Waiheke, in the Firth of the Thames. Five other specimens of smaller size Dr. Sinclair found congregated under the bark of trees."

Op. cit., vol. ii., p. 280.

The last-mentioned specimens belonged, no doubt, to the species afterwards described as *Deinacrida* (*Hemideina*) *thoracica*, White (Voy. Ereb. and Terr., Ins., 1846).

In 1867 I published in the "Zoologist," page 850, the description of a new species, *Hemideina megacephala*, Buller, distinguished by its enormous head.

In 1869 ten more names were added to the group, namely: *Hemideina producta* (afterwards referred by Professor Hutton to *H. thoracica*),

Catalogue of the New Zealand Diptera, Orthoptera, Hymenoptera, 1881, p. 82.

H. capitolina, *H. figurata*, *H. abbreviate*, *H. tibialis*, *Ceuthophilus* (?) *lanceolatus*, *Macropathus filifer*, *M. faseifer*, and *M. altus* (White, Cat. Loeustidæ); also *Hadenæcus edwardsii* (Scudder, Proc. Boston Soc. of Nat. Hist., xii., p. 408).

In 1870 I communicated a paper to this Society (Trans. N.Z. Inst., vol. iii., pp. 34-37) in which I republished my account of *Hemideina megacephala*, and described a new species under the name of *Deinacrida rugosa*, Buller (with figures of both).

In 1880 Mr. Colenso described (Trans. N.Z. Inst., vol. xiv., p. 278), under the name of *Hemideina gigantea*, "a species bigger in every way than *D. heteracantha*," adding, "it is also much more spiny, and differs greatly in colours," &c. He at the same time described (*tom. cit.*, p. 240) another species, *Hemideina spelunca*, giving as its habitat "dark underground caves near the head of the Manawatu River, in the Forty-mile Bush."

Respecting the first-named of these Mr. Colenso gave some very interesting historical particulars.

An admirable figure of *Deinacrida heteracantha* appeared in the "Zoology of the Erebus and Terror," part "Insects," p. 24, pl. 5, fig. i.; and in 1868 Professor Hochstetter published a good figure in outline ("New Zealand," p. 170), with a brief and somewhat inaccurate account of the insect, concluding with this remark: "Despite its hideous looks it is perfectly harmless."

Mr. Colenso stated in 1880 (*l.c.*, p. 280) that his unique specimen of *Hemideina gigantea* had then been forty-two years in spirits with its colours unaltered, the liquid in the glass bottle containing it being still clear and pure. To this we must now add thirteen years more; so that the specimen has been canonized for more than half a century. I think the beautiful female specimen of *Deinacrida heteracantha* in my son's collection can show almost as good a record. It is amongst the earliest recollections of my life that, about forty-five years ago, wandering through the woods at Tangiteroria with my private tutor, Dr. Beard, we found this huge Weta at the foot of a tree, and brought it home in a silk pocket-handkerchief. Being something of a naturalist, the doctor carefully stuffed the insect and placed it in a small glass show-case of his own construction, where it has remained hermetically sealed ever since. It had perhaps a better chance than the specimen in spirits of preserving its colours, and it is now as fresh and bright as the day it was stuffed. I remember that some years later, in riding through a strip of bush between Mangakahia and Whangarei, I caught a pair of them on a low tree, where they were apparently feeding on the young leaves. Dismounting from my horse, I secured the two Wetas in a pocket-handkerchief, and hung them up in a tree to await my return a day or two later. On coming back, however, I found that they had eaten their way out and made their escape.

For many years this fine insect has been looked upon as extinct, and it certainly is extremely rare; but since my last return from England I have been fortunate enough to secure the large male specimen now on the table. I purchased it from a dealer in Auckland, who told me he had procured it from one of the small wooded islands in the Hauraki Gulf. Formerly it was very abundant in all the woods at the far north; but I never heard of its being found south of the Waikato district. The Maoris attribute its disappearance to the introduced Norway rat. They distinguish it as the Wetapunga.

In 1884 Mr. Colenso (*op. cit.*, vol. xvii., p. 155) added another species, under the name of *Deinacrida amiger*, from Wairoa, Hawke's Bay District, stating that it seemed allied to *H. megacephala*. In 1886 he described (*op. cit.*, vol. xix., p. 145) *Hemideina longipes*, from a specimen obtained in a totara forest at Norsewood, in the County of Waipawa. Finally, in 1888, he described, under the name of *Hemideina nitens*", "a peculiar species, differing from other described ones in its general very dark colour, extreme glossiness," &c.

It will be seen, therefore, that Mr. Colenso has added no less than five species to the list. I have not had an opportunity of examining any of his types, and cannot therefore express any opinion as to the value of his specific characters. After a careful study, however, of his descriptions, I am satisfied that none of them apply to the fine insect which I have the pleasure of exhibiting to-night, and for the loan of which I am indebted to Mr. Teutenberg, of Auckland. He informed me that he obtained it at Coromandel, but he could give me no

particulars respecting it. Judging by its character, I should say it is an inhabitant of caves or overhanging rocks.

Genus MACKOPATHUS, Walker.

Group 4.

Macropathus maximus, sp. nov.

Male.—Body stout, convex, smooth, not shining. General colour rich tawny-brown, darker on the joints, and deepening to reddish-brown on the hind tibiae; changing to yellow on the face, front tarsi, and greater part of antennæ. Head short, fore part vertical. Eyes prominent, rounded, and blackish-brown in colour, as is also the slightly-polished vertex. Maxillary palpi long and slender; the fourth joint somewhat longer than the third; the fifth appreciably longer, and distinctly subclavate. Labrum prominent; labial palpi clavate at the tip. Antennæ extremely long and slender, being more than six times the length of the body; the first joint much thickened, the rest smooth and even, being entirely free from the minute knobs and spines that occur on the antennæ of *Macropathus fascifer*. Prothorax well covered with shield, which is broadest behind, the lower border being slightly reflexed. Mesothorax and metathorax presenting broad, even segments; the eight abdominal dorsal segments much narrower, closely set, and gradually diminishing in size towards the extremity; cerci of moderate length and beset with fine hairs, especially towards the base. Abdomen short, slightly compressed. Legs slender, extremely long, and very spiny; hind femora greatly swollen towards the base; knees nodose. The four anterior femora have spines beneath, but the number is uncertain: thus, of the first pair the right-hand femur has four spines, and the left-hand femur five spines; of the pair behind, the right femur has two on one side and five on the other, whilst the left femur has three on each side; the hind femora, on their channelled posterior surface, have twelve to thirteen sharp spines, set well apart, on one side, and twenty-three to twenty-five small closely-set ones on the other side. So also with the tibiae: the first pair have each five extremely fine spines, or rather spurs, on each side, the apical ones being the longest; of the next or middle pair the right-hand tibia has three on one side and four on the other, whilst the left-hand tibia has three on one side and two on the other. The hind tibiae are armed with a regular double series of sharp, slightly-decurved spines, exactly resembling the thorns on a rose-bush, those towards the base being extremely minute, and the apical or terminal ones very long; the right-hand tibia has twelve on one side and fourteen on the other, whilst the left-hand tibia has twelve on one side and eleven on the other. It will be seen, therefore, that the number of spines is a very uncertain character. The body, without the appendages, measures exactly 1in. in length and 0.4in. in its widest part; the hind femora measure 2in., and the hind tibiae 2.25in.; the cerci, which are slightly curved upwards, measure 0.3in.; and the antennæ 6.25in.

I have made this Weta the representative of a fourth group of Walker's genus *Macropathus*. It may, however, be necessary to make it the type of an entirely new genus. It differs from the typical *Macropathus* in having a dull or plain, and not a shining, surface; and, like *Deinacrida*, it has ten dorsal segments behind the thoracic shield, instead of eight as in *M. fascifer*. It has fine and slender antennæ, in which respect also it comes near to *Deinacrida*; it has numerous spines on the four anterior femora, whereas *M. fascifer* has only two; and, whilst the latter has only four or five minute spurs on the inner edge of the hind femora, with ten on the outer edge, this form has both sides spiny in their whole length.

Hab. North Island.

Genus DEINACRIDA, White.

I have now to describe another new species of Weta, which has been in my son's collection for some years. It was obtained by Mr. J. Brough in the Nelson Provincial District, and sent over preserved in spirits. Unfortunately the antennæ are wanting, but in every other respect the specimen is perfect. It seems to belong to the genus *Deinacrida*, and comes nearer to my *Deinacrida rugosa* than to *D. heteracantha*; but it is very small, even as compared with the former, and has other distinguishing features.

I exhibit this rare specimen alongside of the larger species. In addition to its diminutive size, it will be seen that the dorsal segments, or dermal plates if I may so term them, have a peculiar emarginate character, presenting the appearance of of a miniature coat of mail.

Deinacrida parva. sp. nov.

Male.—Body rounded above, somewhat compressed on the sides. Head slightly punctured on the vertex;

thoracic shield more distinctly punctured; of the ten dorsal segments behind it, the two first have a slightly roughened surface, and the six abdominal ones are distinctly emarginate in the middle, with almost imperceptibly raised edges. Legs somewhat shorter in proportion than in *D. heteracantha*. Labial and maxillary palpi clavate at the tips. Cerci minute. Four anterior femora free from spines. Tibiæ quadrangular, both the inner edges armed with sharp spines. Hind femora similarly armed; hind tibiæ broader behind than on the sides, and furnished with sharp spines coming out alternately; their posterior edges also armed with minute spurs. General colour ochre-yellow; the thoracic shield dull reddish-brown, and the abdomen beneath darker. Length of the body, without appendages, 1.1; hind femora, 0.75; hind tibiæ, 0.75; tarsus and claws, 0.30.

Hab. South Island.

ART. XI.—Observations on some peculiar Maori Remains, with Remarks on the Ancient Institution of Tapu.

By Sir WALTER L. BULLER, K.C.M.G., D.Sc., F.R.S.

[Read before the Wellington Philosophical Society, 28th November, 1894]

I have the pleasure of exhibiting this evening for your inspection two somewhat remarkable specimens of Maori remains, respecting each of which I will offer one or two observations.

The first of these is a portion of a cranium of extraordinary thickness, exceeding even that of the Chatham Island Moriori, of which an example drawn from the collection in the Colonial Museum is now on the table. The specimen is too imperfect to admit of my giving many measurements. But, with a minimum frontal diameter of 100mm. and an external biorbital diameter of 113mm., it presents a maximum thickness of 10mm. The maximum thickness of the same bone in the Moriori is 8mm. With these specimens I exhibit a very typical Maori skull from the Island of Ivapiti (presumably that of a Ngatitōa warrior), and also, for purposes of comparison, the skull of a Mallicolo Indian from the New Hebrides Group. The former has a lofty forehead and presents generally an intellectual character; whilst the latter is so depressed that it appears to have no forehead at all, this extraordinary shape of the head being due, it is said, to artificial pressure during infancy. Adopting the formula used by Professor Scott in his able paper "On the Osteology of the Maori and Moriori," which appeared in our last volume of "Transactions," it may be useful to give the comparative measurements of these two skulls, which are as follows:—

This very thick brain-case was obtained from that "necropolis" already described by me

Trans. N.Z. Inst., vol. xxvi., p. 572.

as existing on the small wooded island in the Papaitonga Lake, and it may fairly be assumed that its original owner was one of the ancestors of the Muaupoko people, now residing at Horowhenua.

The other specimen is part of a Maori skull, in which there is an abnormal growth of one of the teeth. It will be seen that the left upper canine or "eye-tooth" is turned completely upside down in its socket, the crown appearing in the region of the nostril, and the fang coming out in the roof of the mouth or palate. From the condition of the adjoining bicuspid, the enamel being worn away by long grinding and the dentine exposed, it evidently belonged to an adult, presumably a person past middle age. The reversed tooth is of the normal length, and its singular position is perhaps due to some injury to the upper jaw during youth, but not during infancy, because this is a fully-developed second tooth. The proper socket has become obliterated by absorption, and a thick covering of bone has been formed in front of the eccentric tooth, giving quite a normal appearance to the jaw.

This relic was obtained by my son in 1878 from a *wahi tapu* or sacred grove some six or seven miles up the Opotiki River, on the East Coast. The place of sepulture was a hollow tree about 4ft. in diameter. The bones of the dead had been deposited within the tree from an aperture about 12ft. from the ground, and the interments had been continued from time to time, till the hollow tree was completely filled up with human remains. For a long period of time this burial-place, protected by a thick clump of bush, had been unvisited by any Maori, the resident tribes having, with the advent of civilisation, adopted other modes of disposing of their dead. But the hollow tree-trunk, containing the remains of a former generation, had decayed with time and broken asunder, discharging its ghastly memorials in a confused heap all around. At the time of my son's visit, in company with Captain Mair, the place was so strictly *tapu* that it was considered unsafe for any European to trespass upon it, to say nothing of interfering with the human relics. My son had therefore to content himself with only a hurried inspection, and, in order to bring away the remarkable specimen now exhibited, had to break off and leave behind the major part of the skull. I believe the clump of bush is still under strict *tapu*, and it will probably

remain so for many years to come. The island in the Papaitonga Lake, on the other hand, where he obtained the heavy cranium now exhibited, although the scene of a terrible slaughter, and practically the cemetery of the Muaupoko tribe, has never been *tapu* at all. This will no doubt seem strange to you, but it is readily explainable. The two cases afford a good illustration of the manner in which the Maoris of old understood and interpreted what Mr. Colenso has fittingly termed "that mysterious and intricate institution of the *tapu*." The *tapu*, with its many rites, forms, and observances, was so to speak, the foundation of Maori society, and the bulwark of tribal existence. The *tapu* "commenced with the birth of the New-Zealander, continued with him throughout life in all its varied scenes, and did not leave him until long after he was in the grave. The *tapu* regulated, or pretended to regulate, all his movements. It certainly enabled the Maoris to accomplish many heavy and useful works which without it they could not have done. Through it their large cultivations, their fisheries, their fine villages and hill forts, their fine canoes, their good houses, their large seine-nets, their bold carvings, and a hundred other things were accomplished—without possessing either iron or metal. Through it their fowl, and fish, and forests were preserved;" and through it the tombs and graves of their dead—objects held sacred even by the most untutored savage—were preserved inviolable. This far-reaching law of *tapu* had, as may readily be believed, a powerful influence over the Maori mind; so much so that, as Mr. Colenso adds, "the stoutest and fiercest of the chiefs bowed like an infant before it, and dared not disobey its behests." The tribal burial-place at Opotiki, primitive as it was, necessarily came under the protection of *tapu* in its strictest and most uncompromising form. On the other hand, the beaten Muaupoko, stripped of everything, and reduced in numbers to a mere remnant, who took refuge in the mountains, never dared to impose the spell of the *tapu* on the scene of their discomfiture and entombment. No better proof, perhaps, could be given of the complete conquest of the Muaupoko at that time by the Ngatitōa and Ngatiraukawa than the inability of the survivors ever afterwards to enforce the observance of this rite.

According to the doctrine of law which governs the Native Land Court, conquest, unless followed by actual occupation, confers no titles to the land.

The nearest approach to it is what I have myself done in this present year of grace. I will explain. Among those who were killed in the great fight at Papaitonga was a celebrated chieftess named Te Riunga, an ancestress of the well-known chief Major Kemp Te Rangihwinui. The island having come into my possession, I have erected upon it, in front of a grove of karaka-trees, the famous carved canoe "Te Koangaorehua," brought from Wanganui for that purpose. This monumental tomb, formed out of the end of a totara canoe of large dimensions, and elaborately carved to represent three human figures, one above the other, was erected some seventy years ago at Pipiriki (fifty miles up the Wanganui River) to mark the resting-place of Te Mahutu. After the battle of Moutoa, in 1863, when so many "friendlies" fell fighting on our side against the Hauhaus for the protection of Wanganui, it was decided to bring this monument down the river to Putiki, and erect it in the cemetery there in memory of those who had been killed, for the bones of Te Mahutu had long since been removed from Pipiriki to their final resting-place. This was accordingly done, and, whilst the loyal Natives were erecting their simple obelisk in the graveyard, Dr. Featherston, the Superintendent of Wellington, was uncovering a handsome marble monument in the Market Square at Wanganui, erected by the province to the memory of these brave defenders. But, owing to defective workmanship, in less than twenty years the carved monument toppled over, and, being still more or less *tapu*, was allowed to remain another ten years on the ground, having become in time completely hidden from view by a dense growth of vegetation. In order that it might be erected as a *topu* for his ancestress, Te Riunga, Major Kemp presented to me this interesting monument, and it was accordingly conveyed by train to Papaitonga. It is still in an excellent state of preservation, and will, I trust, in its new location long remain to interest the visitor, whilst it marks the scene of one of the most cruel passages in Maori history.

Having said so much about the institution of *tapu*, I will ask your permission to quote here the evidence given by the well-known chief Hohepa Tamamutu, of Taupo, in the Native Land Court at Cambridge, at the hearing of the Whakamaru case, in 1883, because it is a very clear and authoritative statement:—

"The law of tapu is a universal custom among our race. There are many kinds of tapu, and it belonged to the owners of the land to decide the nature of the tapu they imposed upon any land. It was the right of the relations of the dead, being owners, to impose a tapu; and theirs only. An attempt by any others than the owners would be valueless.

"I will give instances: Wharengaro was one of the principal chiefs of Taupo. He died at Te Ariki, in the Arawa country, and was interred in the middle of a plantation where potatoes and kumaras had been grown. In fact, he was buried just where he fell—in his blood as he was shot. Te Hirapango was his companion, and shared his fate and his grave; but the tribe could not whakatapu the spot, because, while the dead chiefs were Ngatitūwharetoa, the land belonged not to them but to the Tūhourangi. Had it been their own land they could have proclaimed it tapu. Long after, when the flesh was decayed, the bones were exhumed and removed to Tongariro; but the land was never tapu, and it is not so now.

"On the other hand, Te Heuheu (the elder) was buried by a landslip at Te Rapa, between Tokanu and Waihi. The village was on the edge of the lake, and was completely buried. In consequence of this, the entire lake and the land within defined limits was tapu, lest the fish of the one and the productions of the other should be eaten by any one. This was proclaimed by Te Heuheu Iwikau. Nothing from the lake-fish, koura, &c.—could have been eaten on pain of death. It was not till five years after that the present Te Heuher removed the tapu. He was the man whose right it was to do so, being the son of the deceased chief; and it was done to secure provisions for the gathering held for the lamentation over his father. No foreign chief could have done it. The ceremony was that the fish were caught, then removed to place still tapu, and then cooked; then given to the priest, the ariki, and then eaten by him solemnly. No meaner person could have dared to do so. The high priest, the ariki, on this occasion, was Te Takinga, and it was his office to eat these first-fruits of the land.

"I take the instance of Te Rangituamatotoro. After his death he was conveyed by Tamaira to Motu-taiko. An earthquake shattered the island, and the bones fell into the lake. The water of the lake within certain limits was whakatapued. Now, there was a certain shallow (tahuna) in the lake that was a favourite fishing-ground, but it has been tapu ever since, and it is so still, and no one will dare to fish there.

"In all my experience I have never met with a single instance of a tapu laid by a foreign tribe upon land not their own property. Were such a thing attempted it would not be respected.

"I knew Totoia; also his elder brother, Te Ihukino. I heard of the tapu imposed because of his death. I was present at Waikari when Te Kaperakau and the others were there. Te Kaperakau—grandfather of Aperahama Te Kume [the claimant]—and the rest started to look for his body, but it could not be found. Totoia was a man of great consequence, as is proved by the land being made tapu for his sake. It was Te Kaperakau and Te Reweti who proclaimed the tapu."

A witness, however, on the other side gave the following evidence: "When I and my party visited Maungaiti we found Totoia living there alone. He was growing potatoes: that was all I saw. We slept there one night, and went on the next morning. Totoia gave us supper and lodging. There were several houses, but much dilapidated, and he himself had grown very old. He said that was his settlement. He was dressed in a cat-skin rug, painted inside with red ochre. The skins were of different colours. He wore it by day and he slept in it by night. We went on from Maungaiti to Tapapa and took up our residence there. After this we heard of Totoia's death at Maungaiti. I do not know how he died. We did not go to fetch his body or look for it. The Ngatikikopiri did go, but I heard that it was supposed the pigs had devoured him, for he could not be found. . . I heard that Wahineiti died at Tauranga a natural death. His body was brought back to Patetere by the Ngatikea and the Arawa, and was deposited at Omaruapu in a small wooden hut in which he was seated. Then all Ngatiraukawa were summoned by messengers to come and see him. They assembled, and when they saw him they chanted a funeral dirge, to which Ngatikea and the Arawa responded; and then the Ngatiraukawa removed the body to Maungaiti, resting at Tokoroa on the way. On the birth of the child of Rangitaiki (the chief of Ngatikikopiri) it was called 'Nga-wi-o-Tokoroa,' and Hape's child was named Horohau, from the grass on which the corpse had lain and the wind that blew over it as it rested there. The body was then interred by the Ngatiraukawa at Maungaiti, because that was his own special territory. His remains were subsequently removed to Waotu when those of Hape were removed from Mangatautari, for the chiefs of the Ngatikikopiri decided that the two brothers should rest together."

Referring to this, Hitiri Paerata (the hero of Orakau), who also gave evidence in the case, said, "Wahineiti was travelling through and died, and was taken to his own place. It was only the great people who were taken to the tribal sepulchres. The common people were buried where they died—anywhere."

Wahineiti, the elder brother of Hape, died at Tauranga. He said to Ngatikea, "Don't take me to Mangatautari, but to Tokoroa, that the rushes of my land may grow over me; that I may drink the dews of Tokoroa." This occasioned the name of "Horohau." Therefore "Nga-wi-o-Tokoroa" became a proverb. (Evidence of Aperahama Te Kume.)

I offer no apology for giving you these long extracts, because this evidence has never been published, and appears to me of considerable interest. I am of opinion that there would be no surer way of compiling a true history of the Maori people than by sifting and comparing the evidence recorded by the Judges of the Native Land Courts all over the country during the last thirty years. Of course much of it is unreliable and worthless; but that there are treasures of unspeakable value to the future Maori historian scattered through these countless volumes cannot for a moment be doubted. The real information is to be found in the private note-books of the Judges rather than in the minute-books of the Court, which for the most part are mere records of proceedings, or, at best, contain a mere outline of the evidence. For a period of sixteen years an accomplished Maori scholar occupied the position of Chief Judge of the Native Land Court, and I believe it was always his desire that a systematic effort should be made to collate this information and place it on record in some permanent form. A volume of "Important Judgments" of the Court was published some years ago, but nothing more has been achieved, if we except the publications, from time to time, of individual judges of the Court. It is not too late

now, for it is well known that the most capable of these Judges have preserved all their note-books. In the hands of a skilful compiler, possessing the necessary qualifications, a most interesting and valuable volume would be the result. For example, what could be more spirited than the sketch of Maori history contained in Mr. Fenton's judgment in the celebrated Pukeha-moamo case at Hawke's Bay—one of the last delivered by him—or what more poetic than the evidence in that case of Noa Te Huke, who rested his whole title on the dying words of his female ancestor, "Take me not away from the land, but bury me within hearing of the Rangitahi waterfall"?

There is another consideration to be borne in mind, and it is this: that, in the case of evidence given on oath, the natural tendency to romance is necessarily somewhat if not entirely curbed, and that consequently by this means a truer narrative ought as a rule to be obtained than by any other mode of inquiry. What, for example, could be more realistic and apparently truthful than the following passage taken from the evidence of Matiaha Peko, in the Rangatira case (1882), about the killing of Totohu?—"I was born at Te Ngei, and am the son of Takiau, the same man who killed Totohu in company with Te Kapiti, at Te Karangi, on the Pourewa. They killed him for stealing the eels there. Then they cut him up and ate him—ate the whole of him, except the head, and that we put on a pole. We dried it, Maori fashion (*mokomokai*), and took it to Turakina. There was a kumara ground there, and we set up the head on it to scare the pukekos. Afterwards it was thrown into an eel-pond or lagoon at Waiwhero. I helped to eat him. I saw the head. It was a huge head, with crisp hair, like a negro's (*poriki*), and the face completely covered with tatooing. He was said to belong to Ngatihauiti."

It would not require much play of the imagination to suppose that the remarkably thick cranium which I have exhibited I this evening belonged to just such a head as that so graphically described by Matiaha Peko—that of the unhappy eel poacher, Totohu.

ART. XII.—*Note on the Vegetable Caterpillar (Cordiceps robertsii).*

By Sir WALTER L. BULLER, K.C.M.G., D.Sc., F.R.S.

[*Read before the Wellington Philosophical Society, 20th February, 1895.*]

Plato VIII.

IN the discussion which followed the reading of Mr. Maskell's paper on the 14th November, I maintained, in opposition to that gentleman's definition—"animal at one end, vegetable at the other"—that the so-called Vegetable Caterpillar, as we now find it, is entirely vegetable substance. The author, as I understood him, contended that the body of the caterpillar had become permeated with vegetable tissue, but that the outer integument or skin was still dried animal matter. To put an end to any possible doubt on the subject, I forwarded to Sir James Hector a specimen of the Vegetable Caterpillar, and asked him to get it examined and tested by the Government Analyst, for the purpose of ascertaining its true constituents. The following result has been officially communicated to me:—

Mr. SKEY.

The question at issue is, whether the skin of the caterpillar remains, or if it has been converted into fungus like the soft internal tissues. The presence or absence of chitine will determine the question. Save the specimen for reference.

JAMES HECTOR. 22/11/94.

Vegetable Caterpillar.—For animal matter in the so-called skin.

The skin does not give any indication of the presence of chitine or other animal substance. It burns without intumescence, and does not evolve the odour of nitrogenous matter in combustion.

WILLIAM SKEY. 23/11/94.

In the course of my remarks at the meeting I stated that I had dug up in the woods hundreds of this singular product, and that in every instance that had come under my observation the caterpillar, in the living state, had descended into the ground tail-foremost, the stem of the fungus afterwards springing from a point between the back of the head and the first fold of the neck, and then ascending vertically to reach the light. Since that date I have been examining the specimens in my collection, and I have found one very curious example in which there is evidence of a different proceeding on the part of the caterpillar, with exactly similar growth of the fungus. In this instance the caterpillar had evidently buried itself head-foremost, and then turned its head slightly to the left, whereupon the fungus had commenced its stem-growth at the usual point and travelled upwards in a line with the body, curving and twisting somewhat before emerging at the surface of the ground.

In most specimens the stem is more or less twisted and sometimes bifurcate before it reaches the surface, after which it assumes a perfectly erect character, the fructification being at the top, 3in. or 4in. of the terminal part being covered with closely-set spores, having externally a granulate appearance. The longest stems I have met with ordinarily measure 7in. or 8in. from the insertion to the extreme tip.

I trust I have made myself sufficiently clear, but the peculiarity I have been describing is better seen on the accompanying plate (reduced from a photograph), in which fig. 1 represents this abnormal form. Figs. 2 and 3 on the same plate exhibit the Vegetable Caterpillar as it is ordinarily met with (upper and lower aspect), the smaller of the two showing the branched process I have mentioned, about an inch from its head. Fig. 4 illustrates the curved manner in which the caterpillar sometimes disposes its body before undergoing its final transmutation into fungus. The body of the specimen represented by fig. 1 measures 75mm., and its stem, measured in a straight line, 150mm. Although the caterpillars are of about equal size, the stem of No. 1, owing to its eccentric manner of growth, is 2.5in. longer than that of No. 2. (The body of the largest of the caterpillars here figured measures exactly 3in. in length.)

The popular notion that the Vegetable Caterpillar is found only under rata and kauri trees is quite an erroneous one. It is abundant in the southern parts of the North Island, where the kauri does not exist, and I have found it in localities from which the rata is entirely absent—for example, in small clumps of bush in the Taupo country. Indeed, it may be looked for in all suitable places, although, as a rule, it is more numerous near the summits of the wooded ranges, the fungus shooting up its little stem, like a miniature bulrush, among the dead leaves and decaying vegetation which cover the ground in such situations, often to the depth of several inches. After scraping away this surface covering it is necessary to dig out the Vegetable Caterpillar very carefully with a sheath-knife, the slightest attempt at forcing it up breaking the stem and destroying the specimen. Sometimes several are found grouped together within a foot of each other; but it requires a practised eye to distinguish the tiny stem among its surroundings of a similar hue. It is often rooted up and eaten by the wild pigs, and in the Taupo country I found the Woodhen digging up and devouring it. When fresh it has a pleasant nut-like flavour.

Transactions New Zealand, Vol. XXVII. Pl. VIII.

Pl. VIII.

Second Petition

Major Charles Brown

To the Honorable Legislative Council and to the House of Representatives

On His Removal from the Commission of the Peace, and the Cancellation of his License as Interpreter,

With the Report and Minutes of Evidence of the Public Petitions Committee of the Legislative Council Last Year on His *First* Petition.

New Plymouth: Thomas Avery, Printer and Stationer, Devon Street. 1895.

Introduction.

THE following comprises a copy of my Petition *this* year to the Hon. Legislative Council, and to the House of Representatives, with the Report and Minutes of Evidence of the Public Petitions Committee of the Legislative Council last year on my *first* Petition. The Appendices that are omitted have previously appeared in print. The Public Petitions Committee of the House of Representatives took no minutes of the evidence that was given before it, so far as I am aware.

CHARLES BROWN.

New Plymouth,

2nd September, 1895.

Petition.

To the Honorable the Speaker and Members of the House of Representatives of New Zealand in Parliament

assembled.

THE petition of the undersigned humbly showeth:—

That your petitioner was a Justice of the Peace and Licensed Interpreter, residing at New Plymouth.

That on the 23rd day of May, 1894, the license of your petitioner was cancelled; and his name was removed from the Commission of the Peace on the ground that he had permitted a native woman named Moringa to sign a Statutory Declaration to the effect that she had received certain purchase money for some land, whereas she had not personally received it; and of this fact it was alleged your petitioner was aware.

That your petitioner was not aware that the declaration was false; but permitted the same to be signed in good faith, honestly believing it to be correct, and after duly translating and explaining the contents to the said native woman before she signed the same.

That your petitioner went through all the usual formalities in connection with the declaration according to a perfectly well established custom and method of procedure in use every day throughout the Colony, and received no extra gratuity or fee for the business, but merely his allowance as interpreter as permitted by Statute.

That in the recent case of Ngapei versus King, hoard in October, 1894, the same question was raised before His Honor Mr Justice Conolly, at the Circuit Sittings of the Supreme Court at New Plymouth, when it appeared that the Plaintiff, one Ngapei Ngatata, had signed a declaration to the effect that she had received the purchase money for some land, when the interpreter acting in the matter was fully aware that she had not received it. His Honor declined however to attach any importance to the fact, observing that this was the usual course of procedure, as it was impossible to pay the native the money until the deed passed the Trust Commissioner, when the declaration was intended to be used.

That although Mr. District Judge Kettle did not agree with His Honor's view on the point, yet Mr. Kettle, who knew all the facts of the case, has expressly and emphatically acquitted your petitioner of any dishonest or improper motive in permitting the native to make the declaration; that the native was not defrauded or injured in any way by your petitioner's action.

That your petitioner has prayed for an inquiry into the cir- cumstances of his case, hut the Government has refused to grant the same.

That your petitioner has devoted the best years of his life to the service of the Colony; having held the office of Colonial Treasurer; having been twice Superintendent of the Province of Tarnnaki; four times a Member of the House of Representatives; Acting Officer of Royal Engineers and Officer Commanding the Local Forces during the war with the Natives; and subsequently Royal Commissioner and Civil Commissioner, retiring from his last named office with a compliment from the Minister of the day in charge of the Department.

That your petitioner is now at the age of 75 years deprived of the means of earning his living as a Licensed Interpreter.

Your petitioner prays that your Honorable House will grant him such redress as may seem to your Honorable House to meet the merits of this case.

And your petitioner as in duty will ever pray, &c.

CHARLES BROWN.

New Plymouth,

26th August, 1895

1894. Legislative Council.

Major Charles Brown
(Report and Minutes of Evidence on His Petition).
Ordered to be printed 22nd. October, 1894.

Report.

THE Public Petitions Committee, to whom was referred back the report on the petition of C. Brown, brought up on 1st October last, have the honour to report that they have reconsidered the same, and have taken evidence thereon, and have resolved on the following report, viz.:—

That your Committee, having taken further evidence—viz., of the Hon. the Premier, Judge Kettle, Mr. Sheridan, the Hon. Mr. Mitchelson, and the Hon. Mr. Mantell—are of opinion, having considered all the facts before them, that the petitioner is entitled to have the case fully investigated by the Chief Judge of the Native Land Court, and that the Government should take the necessary steps for this purpose.

H. WILLIAMS,

17th October, 1894.

Chairman.

Minutes of Evidence.

TUESDAY. 16TH OCTOBER, 1894.—(Hon. Mr. BARNICOAT, Chairman.)

Mr. District Judge KETTLE examined.

1. *Hon. the Chairman.*] You are aware that the Government Save removed Major Brown from the Commission of the Peace and cancelled his license as a Native interpreter, on the ground that he interpreted a statutory declaration to a Native knowing it to be false?—Yes. The facts of the case are stated in a memorandum which I gave to the Under-Secretary of the Justice Department, which was produced before a Committee of the Lower House this morning. [Appendix A.] The memorandum was given after the Government had dealt with the case.

2. You are aware of all the circumstances?—Yes. The memorandum referred to states clearly the whole of the facts which came out in evidence in the case of Meringa v. Humphries, tried before me and a jury in Now Plymouth. I will explain all the circumstances if the Committee wish it.

3. *Hon Mr. Montgomery.*] Is there anything you wish to add to this memorandum?—No. It contains all the facts of the case. In my memorandum I did not express an opinion on the matter a way or other.

4. *Hon. the Chairman.*] I should like to ask you whether, you opinion, the duty of an interpreter begins and ends with interpreting correctly to the Natives, or does he constitute himself[*unclear: f*] any extent a protector of the Maori to whom he interprets, or of the interests of that Native?—I think it was Major Brown's dut[*unclear: y*] interpret truthfully what was in the declaration. If he knew the any statement contained in the declaration was false, [*unclear: incriminte*] or misleading, he should, I think, have declined to act in the matter and he should also have warned the Native.

5. Is there any reason to suppose that this Maori woman [*unclear: hersel*] was not fully aware of all these facts—that she was not aware this sum of £40 had not been received, and that she was willin[*unclear: g*] accept in lieu of payment an implied promise of receiving the rest—The Maori woman (Meringa) was called as a witness in the [*unclear: cas*] of Meringa v. Humphries. She appeared to be incapable of under standing anything. She brought the action against Humphrie[*unclear: s*] recover moneys which she alleged were improperly withheld [*unclear: for*] her by Humphries. The Committee will see that, after the declaration was made, the Trust Commissioner raised the consideration from £40 to £70. Mr. Humphries was acting as her agent-least, he alleged he was her agent, but appeared, as far as I could see, to be acting also in the interest of Cunningham, the purchaser He received the extra £30, but did not disclose to the Maori woman that she was to get the extra £30. He put the money in his pocket, hence the litigation before me. She brought the action against Humphries to recover this money, and it was on the hearing of the case that these facts came out. I considered it my duty forward the report of the case to the authorities. I was of opinion that the declaration was false to the knowledge of those [*unclear: press*] when it was made. This is the declaration [produced; paragraph 4 read]. I will explain the procedure in these cases if the Committee will allow me. When a Native sells his or her land the transaction is not complete, and the deed cannot be registere[*unclear: d*] it is passed by a Trust Commissioner. Before he passes i[*unclear: t*] must satisfy himself that the Native has actually received the purchase-money for the land as stated in the deed, and that the purchase-money is adequate—that it is a fair consideration to the Native for parting with his land. There are rules under the Act which prescribe forms in English and Maori which have to be used One of these forms is a statutory declaration which has to be [*unclear: ma*] by the Native in alienating his land. Clause 4 runs thus: [*unclear: "Th*] the sum of £ has been duly paid to me by the purchaser as [*unclear: sa*] for the consideration of the said deed." There must be an

absolute allegation that the "consideration" has been received by the Native who is selling his land. Meringa in her declaration declared that the consideration—viz., £40—had been paid to her by the purchaser. Major Brown wrote out the declaration, and it was his duty to translate it to her. The declaration was to be used before the Trust Commissioner as evidence of the fact. Major Brown knew that this was not true. He knew that she had not received the sum of £40 and that she was about to declare something which was not correct. If he knowingly allowed her to declare to what was not to his knowledge true he was not doing his duty. He ought to have stated the actual facts in the declaration. He should have said, "This woman is asked to swear to a fact which, to my knowledge, is not true, and I decline to be a party to the transaction." Apart from his legal duty as a Native interpreter he had, in my opinion, a moral duty. There are moral duties as well as legal duties. If, for instance, you were in a Court of justice, and heard a witness depose to a fact which you knew to be absolutely untrue, and which you could clearly show was untrue, I think it would be your duty to disclose what you knew.

6. *An Hon. Member.*] It is alleged that she received the money?—It is so stated in the declaration. As I have already said, she was called as a witness in the case, which was heard before me. Major Brown was present. The old woman appeared incapable of understanding anything, and we failed to get any account of the transaction from her. She could not answer any question put to her, and the interpreter seemed unable to make her understand. She is a very old woman, and seemed dazed. Owing to the state of her intellect she would, I think, sign any document that was put before her, believing and trusting that the persons who were there would protect her interests. Most Maoris who are ignorant will sign anything put before them, more especially if they are getting a little money. I think this old woman would sign any document that she might be asked to sign, without knowing what it meant. In this case I do not think she really knew what she was signing. I do not think she had sufficient intelligence to distinguish between what was true and what was untrue.

7. *Hon Mr. Jenkinson.*] Are we to understand that the £40 was to be paid in cash, or was some of the money to be paid in cash and the rest to go for fees?—It was represented in the deed and declaration that £40 was the consideration. Mr. Humphries alleged that it was agreed that £15 of that sum was to go towards the expense of the transfer to the purchaser.

8. Is not that usual?—It is not usual. The whole of the actual facts should have been stated in the declaration. The facts were that £5 had been paid to her son, that £15 was paid to her, and that £5 was to be paid upon the registration of the deed; and that the balance, £15, was to go in payment of fees and costs. The Trust Commissioner should have been informed of the whole of these facts, and they should have been stated in the declaration

9. *Hon. Mr. Rigg.*] Was Major Brown aware that the £40 had not been paid?—He was aware of the facts as I have stated. He may have believed that £5 had been paid to the son, who died when the case was heard. Mr. Humphries did not produce any receipt for it, and I think it is doubtful whether it was paid; but yet Major Brown may have had reason to believe Humphries' statement. Major Brown also knew that £15 was to be paid to the Maori in his presence, and he knew that £5 was to be paid back and paid on the registration of the deed. He also knew the £15 was to go towards the expenses of completing the title.

10. Where do you get these facts from?—From Major Brown evidence on oath before me in the case of *Meringa v. Humphries*

11. The manner in which the money was to be applied is stated in your memorandum, but I did not gather from that that he was aware of it?—I think that Major Brown may have honestly believed that that £5, which was to be paid on the registration of the deed, and the other money, was in the hands of Humphries and that Humphries was the agent of this old woman. But, in my opinion, a Trust Commissioner ought not to be satisfied unless it was shown that the money had actually passed into the hands of the Native. After the Maori actually gets the money into his possession he can, of course, spend or dispose of it as he likes but, in my opinion, it would be the duty of the Trust Commissioner to see that the Maori did get actual possession of the money or its value.

12. *Hon. Mr. Jenkinson.*] You do not count his services; do not count that part of the £40?—Humphries alleged that £15 was to pay the costs of completing the title out of the £40.

13. Is it not usual to pay those costs out of the purchase-money, the amount being deducted from the amount the seller would receive for the land?—A Maori, upon selling his land, usually receives a sum in cash. The statement in paragraph 4 of the declaration is decidedly untrue. The point is: Was it untrue to the knowledge of Major Brown, and did he, designedly, and with the view of assisting others to defraud the Maori woman and deceive the Trust Commissioner, allow her to make a false declaration to be used before the Trust Commissioner? I cannot believe that Major Brown thought that the Maori woman would be defrauded; or that it was irregular to obtain her signature in the way he did. At the same time, I think that he was grossly careless in not stating the fact correctly. It was, I think, very irregular. I have simply stated the facts as they were proved before me. I feel confident that Major Brown did not intend to

commit or assist in a fraud in any way. I cannot believe that, as a Justice of the Peace, he would [unclear: d] a party to a transaction of this kind with the view to defraud a [unclear: M] woman, and to deceive the Trust Commissioner. I think Mr. Humphries was acting more as agent for Cunningham than as agent for the Maori. I am of opinion that he swindled this old woman, and I also think that he may have deceived Major Brown, and used him for the purpose of carrying out the swindle; Brown may have believed everything he (Humphries) said. I think that Major Brown, knowing Humphries, ought to have been more careful. I say again that I do not believe that Major Brown ever intended to be a party to the fraud. He was, I think, very careless in not stating the true facts in the declaration, but beyond that I would not care to go.

14. Then, is it your opinion that he should not have had anything to do with this declaration?—He should have stated the true facts as he knew them. He explained to the Maori woman the true position. This is his evidence in the case of *Meringa versus Humphries*. [Extract of evidence read as follows: "I was told to explain that the purchase-money was £40, but that she would only receive £25—£20 now, and £5 when deed registered; £15 was to go towards payment of legal expenses, &c. I explained this to her. She is an old woman. She signed a receipt for £20. £15 was actually paid to her, but the receipt included the £5 paid to her son. She also signed declaration, Form E (produced). I filled it up, and explained it to her. She declared it before Mr. Ward, J.P., who was present."]

15. *Hon. the Chairman.*] Are Native Interpreters paid by fees?—Yes.

15A. Does there appear to be anything unusual which Major Brown demanded or received?—The fees are rightly charged according to scale. There is nothing of that kind. Major Brown only charged what he was entitled to charge.

16. Do you remember any other case than this of Major Brown of a person being struck off the roll of the Commission of the Peace for a breach of rule or regulation: is not striking off the roll reserved rather as a punishment of a criminal or quasi-criminal act?—Before the Commission of the Peace is taken from a person, and his license as a Native interpreter cancelled, I should certainly say it should only be for a grave offence; and the person so deprived should have full opportunity afforded him of answering the charges made against him. The charge should be made distinctly, and he should have the opportunity of adducing evidence to refute the charge; moreover, the tribunal that would have to adjudicate in the matter should be absolutely free from bias, and thoroughly independent.

17. Do you think that the prayer of this petition is a reasonable one?—Certainly, I think so. I think that Major Brown is entitled to a fair and full investigation of the charge made against him.

18. *Hon. Mr. Montgomery.*] Before whom?—This is not for me to say. There appears to be no proper tribunal having power to act in a case of this kind. The Government, of course, has [unclear: e] power to deal with cases of this kind in a summary way. I [unclear: thi] it is highly desirable that where judicial officers, such as District Judges, Magistrates, Justices of the Peace, and the like, are charged with any misconduct which would, if proved, justify the cancellation of their commissions, &c., some tribunal should be appointed, absolutely free from bias and independent, to take evidence on oath [unclear: h], that the person charged would have ample opportunity to [unclear: defe] himself against such charge, the same as is afforded to every one [unclear: e] a Court of law.

19. Would you regard a request such as this, suppose the Committee were to back it up with a favorable report, as conveying [unclear: g] imputation on the Government?—I do not think I am called upon to answer such a question. I think it would be improper for [unclear: n] being a Civil servant, to give an opinion on the action of the Government. I may, however, state that, in my opinion, [unclear: Ma] Brown was entitled to have the complaints made against him fairly and fully inquired into by an impartial tribunal before his commission was taken away from him and his license cancelled. He was most decidedly entitled to a fair enquiry—some opportunity [unclear: y] being heard and adducing evidence on his own behalf, and explaining his conduct.

20. My question was not whether there exists any imputation upon the Government, but whether the recommendations of an enquiry would essentially convey any such imputation?—I think the Government ought to court enquiry. If they have acted fairly on [unclear: d] sufficient grounds there is nothing to fear, and if any error has [unclear: be] committed, or injustice done, they should be pleased to set right. In cases before the Courts, Judges always allow litigants to [unclear: appe] where there are fair and reasonable grounds for doubting the correctness of their decisions. They are always glad to afford an opportunity for appealing to another tribunal.

21. *Hon. the Chairman.*] Do you know any other case of canceling a Native interpreter's license?—Yes; there is the case of Williams Williams. I was appointed a Royal Commissioner to hold an enquiry into the circumstances connected with the sale of the Kaitangi when a Block. In that case I took evidence, and reported to the effect [unclear: th] Williams had practically stolen from the Maoris £5,411. He was, I believe, asked to resign his appointment in the Public Trust Office. My report was condemnatory in the highest degree. Major Brown was not asked to resign. He has been removed from the [unclear: Commissi] of the Peace, and his

license has been cancelled. There is also the case of one Bailey, but that was before my time. I have been here only five years. Bailey's license was cancelled for some [unclear: misconduct] in connection with matters of which I know nothing. I believe the Government refused to renew his license.

22. Was there any parallelism between the two cases—namely, that of Williams and that of Major Brown?—In the case of Williams the evidence was clear that he had most dishonestly taken this cheque from the Maoris. He proposed to them to take it and get it cashed for them and then divide the proceeds among the Natives who lived at Waitotara. He took the cheque to Patea, cashed it, and paid the money into his own bank account, and never accounted for the money. I believe he resigned his positions. Mr. Williams was an officer of the Public Trust Office under the West Coast Settlements Act. He was not a Justice of the Peace. He was a Native interpreter. I do not know whether his certificate has been cancelled; I think it has been recalled.

23. *Hon. Mr. Montgomery.*] Do you not say that the document Major Brown signed was not in accordance with facts?—Yes; the facts were not truthfully and correctly stated.

24. That it was not true?—That it was not in accordance with the facts.

25. But you said that Major Brown should have known that it was not true?—Yes; he knew the facts. He may have thought that the money was in Humphries's hands, as agent for Meringa, and that that was sufficient.

26. But you say that Brown's conduct was grossly irregular?—Yes; in my opinion it was grossly irregular.

27. You reported the facts?—Yes; after the Government had dealt with the case. I sent in a report of the case of Meringa *versus* Humphries first, and the Government had it before acting.

28. There are no new facts?—No; I think not.

29. So that the Government had the whole case before them?—Yes; they had the report of the case Meringa *versus* Humphries. They did not ask me for anything further.

30. They had everything that an independent tribunal could have before them?—Yes. When I had sent in my memorandum of facts before referred to they had the report, of the case in their hands. I do not know what steps they took in the matter, except what I have seen in the correspondence between the Under-Secretary and Major Brown.

31. The order was to bring out the whole of the facts?—Yes; and to hear Major Brown's version of the facts, and to hear what he had to say.

32. And there are, you say, no new facts?—No.

33. Putting the matter to you as a Judge, did not the whole of the facts come before you, and you reported them to the Government? If that was so, were not the Government in the position of a tribunal such as you mention—free, without bias, and independent?—I have already said that before a Justice of the Peace is removed from the Commission of the Peace, and his license as a Native interpreter cancelled, the complaints or charges against [unclear: hi] should be dealt with by some impartial tribunal. The removal [unclear: fro] the Commission and cancelling his license indicates that he has been guilty of some serious offence. Before action of that kind is taken the accused should have ample opportunity to answer the charges made against him, and an opportunity to call evidence to disprove them. The tribunal which adjudicates on the charges should be an [unclear: indepe] dent tribunal—as independent and impartial as a Judge of the Supreme Court—absolutely unbiassed, and free from influence of any kind.

34. If the Government, when they received your report, though they had all the facts before them, were they not in a position; decide what was to be done?—I do not know what they thought. When the report of the case was received by them, it was for them to take such steps as they considered necessary and proper under then circumstances.

35. *Hon. Mr. Bolt.*] Have you noticed the date of that declaration?—Yes; the 1st of July.

36. In your opinion, at that date, might he have considered [unclear: Humphries] as this woman's agent?—Yes.

37. Well, we find that he was not made her agent until the [unclear: 2] of July 1?—I say that Humphries may have misled Major Bro[unclear: wn]. certainly swindled and deceived the old Maori woman, and i[unclear: t] possible that he deceived Major Brown and the others. It is onl[unclear: y] sample of a good many more cases of the same kind. I do not [unclear: thi] that Major Brown was a party to that fraud in any way; he w[unclear: as]. doubt, very careless and negligent, but beyond that I would [unclear: not]

38. *Hon. Mr. Swanson.*] Would it not have been [unclear: desire], that Major Brown should have assured himself before this document was signed that Humphries was or was not her agent?—I [unclear: thi] that if Humphries said he was her agent, then Major Brown [unclear: migh] have taken his word. It was not for him to inquire.

39. Would it have been too much trouble to ask her?—If he [unclear: h] any reason to doubt the accuracy of Humphries's statements he might have thought it necessary to verify them; but if Humphries told him that he was her agent I do not think, unless he had some reaso[unclear: n] doubt it, that he could have gone any further, unless he suspected fraud.

40. If he had to interpret this declaration, knowing that this woman had not got the money, and had given no authority to [unclear: Hophries] to collect it for her, would it not have been his duty to [unclear: ascertain] whether it was true or not?—If he had any reason to doubt [unclear: Humphries's] statement it would be his duty to inquire further.

41. As I understand the matter, the duty of an interpreter is to get at the facts, to let the Maori see the European mind, and [unclear: to] European the Maori mind, and to know everything that has [unclear: taken] place with reference to a specific transaction between the two—that everything should be interpreted which she may have said to Europeans or Europeans to her?—The declaration was taken before and is signed by Mr. Ward, J. P.; it was equivalent to giving evidence on oath, and is recognised as a document of importance. It was Major Brown's duty to interpret truthfully what was in the declaration. If any part of it was, to his knowledge, false he should have refused to interpret, or to be a party in any way to the transaction. Major Brown was under the impression, so he has stated, that Humphries was the woman's agent, and that when she declared she had received the £40 he thought the balance of the purchase-money was in the agent's hands

42. But Humphries was acting as agent also for the other party?—In my opinion, he was in the first place acting for Cunningham, and that in case there should be any dispute over the transaction, and in order to secure himself, he got Meringa to sign the documents appointing him her agent, &c. This was on the 22nd July, three days before the Trust Commissioner passed the deed.

43. Would Brown be conversant with the fact that Humphries was acting for the other person concerned?—No; not necessarily. I do not think it is likely that he would know that Humphries was acting for Cunningham.

44. Is there any provision under which an imbecile person is specially protected?—If a declaration comes before the Trust Commissioner properly attested, and without having any suspicion attached to it, he has a right to receive it as evidence of the fact therein stated. My practice is not to trust to these declarations. I, as a rule, insist on the Natives being before me, and with the aid of an independent interpreter I satisfy myself. A loose practice has, no doubt, prevailed on this coast with regard to these transactions with Natives, and durations of this kind have been drawn up and obtained in a very loose way. I have always put my foot on anything of the kind and insist on correctness as far as possible.

45. Is it no part of an interpreter's duty to warn the Judge?—I do not think it is part of his legal duty, but if he knows, or has reason to believe, that a declaration is false, I think he ought to mention it. It is the duty of everybody who knows that a fraud is being committed to warn those who may be affected by it. That is simply a duty that we owe to our fellows, apart from any legal obligation.

46. Major Brown does not ask for an independent tribunal?—He asks that the matter should come before the Chief Judge of the Native Land Court. The Chief Judge is, I presume, a person of integrity; therefore I do not see why he should not act in the matter. The tribunal to inquire into these matters should be free from any influence or bias of any kind; it should be absolutely impartial; in fact, it does not matter who holds the inquiry [unclear: a] adjudicates so long as he is strictly impartial and capable.

47. *Hon. Mr. Swanston.*] Do you not think it is a little too strong for a petitioner coming here to suggest his tribunal, or the [unclear: tribu] which should hear his case? Have you any reason to suppose [unclear: th] the Government has not fully inquired into the matter?—I [unclear: can] tell what the Government did. The Premier alleged other [unclear: reas] for the action which the Government took. I may say that in [unclear: th] correspondence I do not see any other reasons alleged beyond [unclear: th] false declaration. If there are any other reasons—old complaints—then I think Major Brown is entitled to have these matters set [unclear: t] in writing. I say that if a public officer does his duty honestly [unclear: a] fearlessly he is liable to have complaints made against him by [unclear: a] as person who thinks he has acted wrongfully. The best and [unclear: m] efficient public officers are liable to have complaints made against them occasionally. But if they are complained of, or charge [unclear: s] made against them, such charges should be clearly defined, as ample opportunity given to answer them or disprove them.

48. But if there were strong complaints—and those for no trifling matters—would it not be necessary to deal with them?—I do not know what complaints may have been made against Major [unclear: Bro] in past years; I only know of those arising out of this declaration I think it unfair that old complaints of many years ago should [unclear: d] be brought against Major Brown now. He has held the office [unclear: e] Justice of the Peace for a great number of years, and it must [unclear: t], think, be inferred that if he was unfit to occupy the position [unclear: n] would have been found to be so years ago. I do not think it [unclear: t] right to rake up stale charges. As far as I know, the only thing the Government had to consider was this declaration.

49. *Hon. Mr. Rigg.*] It is admitted that the declaration was translated literally?—Yes.

50. The declaration is stated to be false because Major Brown possessed other knowledge which he should have given to the Native?—The declaration stated that £40 had been duly paid by the purchaser as the consideration for the deed. Meringa said that it had been paid to her. Now, Major Brown knew that it [unclear: t]

not all been paid to her. He knew that £15 had been paid her personally, and that £5 had been paid to her son, who has since died. He may have believed that the balance—viz., £20—was in the hands of her agent. He may have assumed that if the money was in the hands of the agent it was sufficient to satisfy the Native. That seems to be the view taken by some Native agents. I think it is a correct view. I think the money should be paid over to the Native.

51. *Hon. Mr. Montgomery.*] Is it not the law that the mod should be paid so that the Native would have physical possession—That is my rule.

52. Suppose he had wilfully concealed anything in the declaration, what then?—I think he was negligent—that he was grossly careless in not having stated the true facts. I should be very sorry to say that he did it for the purpose of aiding a swindle, or that he would be a party to a swindle in any way. I do not for a moment think so.

53. *Hon. Mr. Dignan.*] What led to the difference £40 and £70?—When a transaction of this kind comes before the Trust Commissioner he has to satisfy himself that the purchase-money is sufficient. If the Trust Commissioner thinks that the price is too little, he refuses to pass the transaction. He may say, if he pleases, that the consideration shall be raised to so much. In this case he raised the purchase-money from £40 to £70, and the purchaser was quite willing to give the extra money. In the first case that came before me on this coast the annual rental stated in the lease was £12 a year. I insisted on having an independent valuer. The valuer's opinion was that the rent should be £25 a year. The old Native was quite willing to take £12 a year, but I, as a Trust Commissioner, insisted that the rental should be raised to £25 a year, and the lessee was quite willing to pay the increased rent. This shows the necessity of having a Trust Commissioner to protect Natives who do not know the value of property or money.

54. *Hon. W. Downie Stewart.*] You have stated the duty of the interpreter?—Yes. The duty of the interpreter in a matter of this kind is faithfully and truly to interpret the declaration to the Native; that is his legal duty.

55. Is it his duty to go outside of the declaration and to inquire whether the statements are true or false?—No; but if he knows that the statements in the declaration are false he should decline to have anything to do with the transaction, and refuse to interpret.

56. But if he knew, or if he believed, that the money had been paid to Humphries, would not that, as a matter of law, be considered payment?—As a matter of law, it would probably be payment to her, but in Native transactions the Trust Commissioner ought not to treat it as payment to the Native unless he was quite clear that the agent was entitled to it. That is my opinion.

57. Is that under some regulation?—No; it is my practice as a Trust Commissioner, and I think it is what the Legislature intended.

58. Yes; but the practice would vary according to the vigilance of the Trust Commissioner?—Exactly.

59. Under this agreement these other moneys were not to be paid into the hands of Meringa, but only to be paid to make good the cost of completing the title?—Yes; that is so as to £15.

60. Would not an agreement of that kind amount to a constructive payment to her, if she believed that this £15 was to be paid to a solicitor, or other agent, as a matter of law, as in the case of an exchange of cheques: suppose she got a cheque for £15, and she gave this over as an assignment to a solicitor, would not that be held to be a constructive payment to Meringa?—Probably would; but I think that in the case of a Native transaction the Trust Commissioner should be fully and truthfully informed of the facts to enable him to see that the Native is protected.

61. Under the agreement it was never intended that she should get this in cash?—No; I think she knew very little of what was going on.

62. This £10 he had to refund out of a charge of £13: that was for commission?—I think the jury gave what may be called a compromise verdict.

63. Meringa sued Humphries for a refund of an excessive charge; the jury allowed him £3, instead of the sum he asked; had to refund £10; do you know how much there was of outlay?—She only agreed to pay £15. All the other expenses were to be paid by Cunningham.

64. Do you think that Major Brown was a man of such objectionable character as to justify his removal from the Commission of the Peace for what you suppose to be an act of negligence?—I hardly think so. I think that, at the most, his certificate might have been suspended for a time, or he might have been cautioned to be more careful in the future. I am inclined to think that the total cancellation of his license and the withdrawal of his name from the roll of Justices are circumstances that affect his character as a citizen, and tend to ruin his means of a livelihood, which would in consequence be taken from him. All that, I think, is too severe a punishment for an act of negligence such as that complained of, and I say this the more readily having regard to the fact that Humphries, who was in my opinion guilty of fraudulent conduct, has been allowed to get off scot free so far. I do not know whether it is the intention of the Government to prosecute him or not.

65. *Hon. Mr. Montgomery.*] The Commissioner who looked after Maori matters—would it not be his duty to report?—As I have already stated, I reported the case to the Government.

66. Would you say it was not something more than a gross irregularity to allow: this swindle to be perpetrated?—I do not [*unclear: g*] so far as that. I say only that it was a grave irregularity not [*unclear: t*] have stated the true facts. Major Brown knew the true facts, and should have stated them fully in the declaration. It was irregular not to state the true facts.

67. Then, if the facts had been stated truly, the swindle could not have taken place?—I do not know. If the Commissioner had the true facts before him, he might have refused to pass it. Mr. Stuart, R.M., was the Commissioner.

68. You would not have passed this transaction?—No; not till I was satisfied that the consideration was sufficient, and had been paid to the Native.

69. Therefore the fraud would not have been perpetrated?—[*unclear: I*] would not have gone through. Everyone is liable to be deceived occasionally.

70. *Hon. W. Downie Stewart.*] Whose duty was it to prepare the declaration?—The declaration could be filled up by any one. In the present case, Major Brown prepared it; it is in his handwriting. Major Brown said he did so at Humphries's dictation.

71. *Major Brown.*] Would you consider the swindle was with respect to the £30?—Yes; more especially with respect to the £30.

72. Do you consider there was any swindle in respect to the £40?—I think it is doubtful whether that £5 was ever paid to Meringa's son. Humphries was careful to get a receipt from Meringa, but there was no documentary evidence that the £5 was ever paid to her son; no receipt for it was produced.

73. You are aware that the woman admitted that her son had received it?—I think she would admit almost anything. Her intellect was so dim when she was brought before the Court that we could get nothing out of her except her name. It was not because she did not wish to give evidence, but because she was almost an imbecile. Humphries did not produce any satisfactory evidence that the money was paid to the son, and he was not the person to receive the money.

74. Do you consider that a person making a declaration like that is like a witness being examined upon oath in a Court of law?—Most decidedly that is so; an indictment for perjury would lie on a false declaration like that.

75. If there was any inaccuracy or false statement you should have been told of it?—Yes. It was your duty to interpret this declaration faithfully. If there was any false statement you should have refused to proceed; you should have declined to be a party to the transaction in any way. This declaration was intended for use before the Trust Commissioner; he would have the right to believe that it was true he would assume that it was truthful, and it was not truthful.

76. Assuming the truth, the Magistrate hearing the case knew everything from the evidence as much as I did?—I have already said that, in my opinion, you never lent yourself to the commission of a fraud. I think that you believed that Humphries hold the money as this woman's agent. So far as I am concerned, I wish to discharge you entirely from any imputation of being criminally negligent. The thing was irregular; it was careless of you. A statutory declaration is tantamount to a declaration on oath, and should be strictly stated. I think people have got into a loose habit of doing these things. In preparing and interpreting a declaration you should be as strictly truthful and correct as a witness on his oath in the witness-box to a Court of justice.

The Hon. Mr. MANTELL examined.

77. *Hon. the Chairman.*] You have known Major Brown for a great number of years?—Yes; I have known him for fifty years and. I never knew him to do a dishonest or dishonorable th[*unclear: ing*]. do not believe him to be capable of doing such a thing. If I knew anything against him I would communicate it to the Commit[*unclear: tee*]. think we first became friends in 1844, and our friendship has continued ever since. That certainly would not have been the cas[*unclear: e*] I had thought him capable of doing a dishonest or dishonorable thing.

78. *Hon. If. Downie Stewart.*] You have frequently been brought into official contact with him?—Yes, in various ways. I have been a Minister; and I might say that I have been brought into contact with him in every possible sort of way. I have never known him to be guilty of a dishonest action, and I have been an observer both of his official conduct and of his military conduct.

79. *Hon. Mr. Swanson.*] Major Brown was himself a Commissioner?—He was a Civil Commissioner. He was head of the Native Department in his district, but not during the time tha[*unclear: t*] held a portfolio.

80. *Major Brown:* I might be allowed to state, in referenc[*unclear: e*] the suggestion that I should not have asked the matter to be referred to the Chief Judge of the Native Land Court, it was a[*unclear: t*] public meeting that the suggestion was made, and I had nothing further to do with it than accepting it.

Major BROWN examined.

WEDNESDAY, 17TH OCTOBER, 1894.

81. *Hon. the Chairman.*] We are now ready, Major Brow[*unclear: n*], hear anything you have to say upon the subject of your petiti[*unclear: on*]—I beg to put in a letter which I received from the Hon. Mr. Bryee upon my ceasing to be Civil Commissioner.

82. You put in this letter signed by the Under-Secretary of the Native Department?—Yes. [Letter read: Appendix B.]

83. Is there any other document you would wish to put in evidence?—Yes; the oath administered to interpreters. [Oath [*unclear: read*] Appendix C.]

84. Do you think that this bears on the question that turned [*unclear: u*] the other day, as to whether interpreters should to any extent constitute themselves the protectors of the interests of Natives?—Yes; I hold that the Trust Commissioner has that duty to perform.

85. *Hon. Mr. Rigg.*] That is the form of oath the interpreter takes in Court, is it not?—Yes.

86. Do you not think that it is a correct view to take of you duty, to advise a Native, or Natives, when you think they are about to be wronged?—No.

87. *Hon. Mr. Bolt.*] Not if you think they are about to be wronged?—No. If I thought a Native was likely to be wronged it would be my duty to make thoroughly clear to him what he was doing; to tell him the consequences of what he was doing he is not wronged if he knows what he is doing. I would not allow him to be cheated, which he might be if he did not understand what he was doing. But, if he did not understand what he was doing, then it would be my duty to bring the fact before the notice of the Trust Commissioner.

88. *Hon. the Chairman.*] You have put in a schedule of fees charged for doing an interpreter's work?—Yes.

89. Your actual charge in this case was £3 4s. 6d., and you say you might have charged more?—Yes; £5 17s.

90. *Hon. Mr. Rigg.*] Were you aware at the time she signed this declaration that this woman had not received the amount stated therein?—I believed that she, or her agent, between them had received the amount; that is the real question—whether the agent can bind the principal.

91. You believed that the money had been received either by her or her agent?—Yes; for this reason: The agent had paid £20 of it already. I naturally inferred that he had the balance in hand. But even if I had a suspicion I had no authority to ask any question. An interpreter can bring anything under the notice of the Trust Commissioner, who is specially appointed to protect Native interests. I would always bring anything which I think wrong before the Trust Commissioner, or anything which I think ought to be brought under his notice.

92. *Hon. the Chairman.*] We have presumed that the Government cancelled your interpreter's license, and struck you off the roll of the Justices of the Peace, in connection with this affair of the declaration of Meringa. Have you any information to give the Committee on that subject?—I received a letter that my services had been dispensed with.

93. Was any reason stated why your services had been dispensed with?—Yes; here is the first letter. [Letter from the Minister of justice read: Appendix D.]

94. Did you reply to that letter?—Yes. [Reply read: Appendix E.]

95. You wish those documents to be put in as evidence?—Yes.

96. *Hon. Mr. Holt.*] You point out that a receipt by the agent is looked upon as a receipt by the principal. What evidence did you have at that time that Mr. Humphries was the agent of Meringa?—She admitted the receipt of £15 from him, and she also admitted the receipt of £5 paid to her son by him as her agent. The jury recognised him as her agent. She sued him as her agent; and the jury reduced his commission by £10 because they believed him to be her agent.

97. How do you account for the fact that he was only made her agent on the 22nd of July?—I think that was done with the object of securing the additional £30.

98. But if he was agent before that was not necessary?—I [*unclear: d*] not ask him, nor did I know that this £30 had been added. I [*unclear: w*] only before the Trust Commissioner once, when I charged half [*unclear: a*] guinea for my attendance. The only time I was there was when [*unclear: s*] was examined. That was the only time that I was required. [*unclear: s*] then admitted that he was her agent, and she sued him as her [*unclear: agent*] for this £30, or so much of it as was due to her.

99. You say you did not consider it your duty as an [*unclear: interpre*] to advise this Maori woman in any way as to her interest in the transaction?—No.

100. Supposing this Maori woman had been disposing of this [*unclear: la*] which was ultimately priced at £70. Suppose she was disposin[*unclear: g*] it, say, for £10, or for £5, would you not, under such [*unclear: circumstan*] have advised her that she was doing wrong?—That would be a question for the Trust

Commissioner. I had no authority to do such thing. Besides, I am not a judge of value.

101. In the event of the price asked being so low that any body could see that an undue advantage was being taken of the woman do you not think it was your duty to inform her of that fact?—[unclear: N] it would be my duty to inform the Trust Commissioner of [unclear: it] is the protector of the Native. Referring to what Judge [unclear: Ke] said yesterday about the duties of an interpreter, when he [unclear: sta] that a Native interpreter was in the position of an interpreter to [unclear: t] person who was in the witness-box in a Court of law, the [unclear: interpre] in the case would have no power to interfere he would hav[unclear: e] power to say this woman is doing wrong. That is the questio[unclear: n] the Judge. It would be altogether out of place for the [unclear: interpre] to interfere between Meringa and the Court.

102. I understood Judge Kettle to say that, if a person in [unclear: Co] knew that the statement made by a witness was false, it wa[unclear: s] duty of that person if he could successfully rebut such evidenc[unclear: e], was his duty to do it, although he might not be called on to [unclear: do]—The interpreter could not interfere.

103. But he could call the attention of the Court to the fact?—Yes.

104. In the present case Judge Kettle stated that the [unclear: Magistr] should have had his attention called to the fact?—I could not cal[unclear: l] attention to it, as I could not tell him anything he did not know already. That Judge Kettle admitted.

105. *Hon. the Chairman.*] Do you think that Meringa was [unclear: awa] of the whole of the circumstances—that in her willingness to sign this receipt for £40 she expressed her willingness to accept the [unclear: pro] of the remainder?—She accepted the promise of £5, and she [unclear: w] willing that the £15 due to her might go to pay the expense of completing the title; and she was willing to accept the £5.

106. When you translated this declaration to her, did she acknow- ledge the receipt of £40: did she say she had not received it?—No. When she had any doubt she referred to her son for explanation, so as to make it clear.

107. Her son was with her?—Yes, her son was with her, as Judge Kettle's report says; her son and her son's wife, and I do not know who else, were there. There was a quarrel about a coffin which was to be provided for the dead man. The dead man was said to be no relation to her son, as he was a son by a previous husband. The son, who was present, refused to sanction the payment of £5 to the undertaker; he said that a box made of boards would be quite sufficient for the purpose.

108. And you put in these several documents as showing your view of the case?—Yes.

109. *If on. Mr. Swanson.*] As a matter of fact, was it true that this woman had got this money? It appears that Humphries was not her agent for a considerable time after. From the evidence it appears that he was agent for the buyer, and therefore it was quite natural that the money would come from him?—I have not heard that evidence.

110. It was he that got the money from Cunningham, the buyer; he did not appear to be acting for the woman till after the appointment. I want to ask you had the money been paid—this £40—at that time, for we have absolute evidence that he was not her agent?—I have not seen that evidence.

111. If you sign a thing under the belief that it is true, and it happens to be erroneous, that may not be even a moral fault, but the consequences to every one concerned may be just the same What I want to ask you is, how did you get to know or to believe that at this time he was her agent?—I have never heard anything to satisfy me that he was not her agent.

112. We have evidence of the date of his appointment?—He paid her the £5; he paid her the £15; I did not know that he was not her agent. It turns out now that Cunningham had not paid him a penny.

113. He might have been acting as agent and banker at the same time. We had evidence given by Judge Kettle yesterday that this woman would sign anything?—Judge Kettle did not go into circumstances as he would have done if he had been an independent tribunal and if I had had an opportunity of bringing evidence of my position in the matter. Mr. Williams had that privilege granted to him; he was allowed to call witnesses and examine them on oath; upon that his license was cancelled.

114. Are interpreters in the position of being Civil servants?—I think not.

115. Are Justices of the Peace Civil servants?—I think not.

116. *Hon. Mr. Jenkinson.*] Were you of opinion, when you interpreted that certificate, or whatever it was, that Humphries was this woman's agent?—I was under that belief.

117. Had you any evidence of it?—He paid money o[unclear: n] account, which showed that he acted as her agent, whethe[unclear: r] received the money or not from the buyer he acted as her agent. If you went to Levin to get an advance upon your wool, no matter who the buyer was, they would be your agents; if she put her property in his hands he is her agent.

118. *Hon. W. Downie Stewart.*] Can you state whether Judge Kettle has adopted a more strict course recently in reference to these matters?—Since he has been acting as Trust Commissioner, I [unclear: thin] so; but I pointed out that it had the effect of diminishing applications to pass these things by him as Trust

Commissioner—people went to other Commissioners.

119. Do you know whether Mr. Ward understands the [*unclear: Mao*] language?—He does a little; he was born in the place.

120. Sufficiently well to know what is being translated?—Yes: he was perfectly aware, so he stated, of everything that was go[*unclear: ing*].

121. What reason did they assign for dispensing with you services?—The reason is given in the letter from the Minister of Justice.

122. Were you a candidate for a seat in Parliament at the [*unclear: las*] election?—No; I took no part in the election. I was not eve[*unclear: n*] qualified elector of the district.

123. It has been suggested that you opposed Mr. E. M. Smith and that that circumstance might have had something to do with [*unclear: i*]—My wife was a member of Colonel Trimble's committee to aid [*unclear: hi*] election.

124. Has there been any complaint of administration made against you as a Government officer?—As Civil Commissioner?

125. Or generally?—There have always been complaints made against me in every position that I have held.

126. Has the Government ever threatened to suspend you, or anything of that sort?—Yes.

127. How long ago?—About ten years ago.

128. What were the circumstances?—A Mr. Whiteley Kin[*unclear: g*], grandson of a Wesleyan clergyman who was murdered in the Taranaki Province many years ago, asked me to transmit wha[*unclear: t*] knew to be a "bogus" telegram to a Native, telling him to make confession of the circumstances of the murder, as a certain other Native had already confessed to everything to the Governm[*unclear: ent*] got the telegram forwarded, and the Government of the day reprimanded me as a Magistrate. That was the position I held. [*unclear: Ther*] I sent in my defence, to the effect that, when men committed [*unclear: mder*], they were to be treated as wild beasts, and trapped in any way and that the same thing had been done in the case of Winiat[*unclear: a*], the Waikato. That was the only occasion I was found fault with.

129. *Hon. W. Downie Stewart.*] How long have you been a public servant?—Including my provincial services?

130. I mean your public service as a whole?—I was twice Superintendent of Taranaki—that would be seven years. During that time I was also agent for the General Government. I was also in other appointments.

131. How long?—About fifteen years.

132. I thought it was longer, from what the Hon. Mr. Mantell said. He mentioned fifty years?—My public services extend from 1851 to 1880—scattered over that period.

133. That would be about thirty years?—Yes.

APPENDIX G.

DEAR SIR,—

13th September, 1894.

As I leave Wellington for Taranaki to-morrow, and will not return until Tuesday night, I may not be able to appear before the Committee on the petition of Charles Brown before it is dealt with.

I will therefore state my views with respect to the subject-matter, and submit them for the consideration of the Committee.

The petitioner has occupied high and distinguished positions in the public service in the Provincial District of Taranaki, which entitles him to some consideration.

I have known him for the last thirty-five years, and I do not think he would knowingly do a dishonourable act such as is implied in the charge made against him.

That in his position as licensed interpreter he is practically an officer of the Native Lands Court, and therefore, as a matter of equity, the charge ought to have been submitted to that Court before being finally dealt with.

This procedure would be in accordance with the practice pursued in the case of a charge against a barrister or solicitor, who are officers of the Supreme Court. The charge is disposed of by the Judges.

I therefore submit that the Committee, without expressing any final judgment on the merits of the petitioner's case, might properly recommend that the matter be inquired into and reported on by the Chief Judge of the Native Land Court, as the fittest tribunal to deal with the case.

Yours, &c.,
THOMAS KELLY.
The Chairman, Public Petitions Committee.
Thomas Avery, Printer, Devon-street, New Plymouth.
Front Cover

Lectures on Agricultural Chemistry.
New Zealand Department of Agriculture.

John D. Ritchie, Secretary.

By James Gow Black, M.A., D.Sc. EDIN.

Professor of Chemistry in the University of Otago.

Published by Direction of the Hon. John McKenzie, Minister of Agriculture.

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Contents.

Lectures on Agricultural Chemistry.

Department of Agriculture, 31st May, 1895.

BY arrangement with Professor Black the following lectures on Agricultural Chemistry are printed for general information; and, in order to guard against possible errors, the author has himself corrected the proofs.
J. D. RITCHIE, Secretary.

THE course embraces the chemistry of the atmosphere, water, the soil, plants, and manures.

The object of these lectures was, first, to promulgate as much as possible among farmers and others interested in agricultural pursuits whatever information the lecturer had on these subjects; secondly, to put teachers in the country districts in the way of meeting the chemistry requirements of the Education Act in the subject of the "Elements of Agriculture," and to qualify them for the D and E certificates. All the lectures were, at the time of their delivery, amply illustrated by experiments, which cannot well be described—which, indeed, require to be seen in order to be understood. There is therefore no attempt made in this issue to explain them, or even to refer to them except occasionally.

The Atmosphere, and the Atmospheric Food of Plants.

OF the seventy elements that, in various states of combination, make up the crust of the earth, thirteen enter into the composition of plants, and may therefore be regarded as plant-food. Five of these are metals—viz., potassium, sodium, calcium (the metal in lime), magnesium, and iron, The other eight are non-metallic—viz., carbon, oxygen, hydrogen, nitrogen, chlorine, sulphur, phosphorus, and silicon. Of these, carbon is supplied almost exclusively by the air; nitrogen partly by the air, but mainly from the soil. All the others are supplied by the soil and water.

The atmospheric air is a mixture of various gases, of which nitrogen and oxygen are the most abundant, making up between them more than 98 per cent, of the whole. The carbonic acid, though amounting to only about 6 parts in 10,000 by weight, is of the very highest importance to plants; and there are small quantities of ammonia, nitric acid, and nitrous acid, all containing nitrogen; and, in the air of large manufacturing towns, sulphurous acid and sulphureted hydrogen There is, of course also the vapour of water, which is very variable in quantity, being evidently less abundant *just after* a three days' heavy rain than *just before* such an occurrence. Besides all these, there is another [*unclear: ga*] named argon, just recently discovered in the air, and comprising about $\frac{1}{250}$ th of its total volume. Disregarding the small quantities of aqueous vapour, of argon, and of carbonic acid, and the other still [*unclear: rare*] constituents named, we may take 100 gallons of air as containing 79 gallons of nitrogen and 21 gallons of oxygen; or, if we take it by weight instead of volume, 100 tons of air contains 77 tons of nitrogen and 23 tons of oxygen.

The proportion of carbonic-acid gas in the air may be stated [*unclear: a*] 4 gallons in 10,000 gallons of air, or about 6 tons in 10,000 tons of [*unclear: air*] Small though this proportion of carbonic-acid gas is, yet, when the enormous quantity of atmospheric air is considered, it will be seen that the weight of this gas that rests on

every acre of surface of land and [unclear: se] all round the earth amounts to about 24 tons. The sources of this carbonic-acid gas are varied. First, there is the breathing of animals. The exhaled air is mainly nitrogen and oxygen, but it also contains the vapour of water and about 4 per cent, of carbonic acid. It is therefore about one hundred times richer in carbonic-acid gas than the inhaled air. This therefore, is a constant and important source of the gas, as all animal[unclear: s] every sort and every size are busy all life long, night and day, asleep[unclear: p] awake, on land or in the sea or air, perpetually making carbonic-acid [unclear: ga]. Secondly, the burning of fire is another productive source. A ton[unclear: n] West Coast coal in burning evolves about 2½ tons, and the lignites [unclear: fro] 1½ to 2 tons, of carbonic acid. Indeed, 3lb. of carbon in every kind of [unclear: f] produces about 11lb. of this gas.

There are, thirdly, small contributions from what is called the burning of limestone. In this process (in which, however, nothing is burnt[unclear: t] the fuel that heats the limestone) every 100 tons of pure limestone [unclear: evol] 44 tons of carbonic-acid gas, and leaves a residue of 56 tons of burnt lime or quicklime in the kiln. Fourthly, in the process of fermentation of the sugar in brewing, wine-making, whisky, &c., 180lb. of sugar splits up into 92lb. of alcohol and 88lb. of carbonic acid. There are also, fifthly, notable quantities of this gas produced by the decay or oxidation of dead organic remains—the bodies of plants and animals; and there is, lastly the most prolific source of all in the exhalations issuing from the craters and crevices of extant and extinct volcanoes, and from numerous other fissures communicating with the interior of the earth. Those that best know tell us that from this source alone there is probably seven times as much carbonic-acid gas heaved into the atmosphere as there is produced by all the other sources put together. Of the atmospheric gases, taking an equal bulk of each, carbonic acid is the heaviest, argon next, oxygen next and then nitrogen. The numbers representing the relative weight[unclear: s] these, in the order in which they are named above, are 22, 20, 16, and [unclear: d] respectively; aqueous vapour is 9, and ammonia 8½.

If in the atmosphere these gases behaved like a mixture of liquids such as, say, mercury, water, and ether, of which the heaviest would go to the bottom, the others resting on it in the order of their specific gravit[unclear: y], should have all the heavy carbonic acid settling down into the valleys and low-lying lands and plains, and covering these with a deadly pall to the depth of many feet. The waters of the oceans would in that case also dissolve a large quantity of the gas, and life on land or sea would [unclear: ld] impossible. Such, however, is not the case, for, in obedience to the law of the diffusion of gases, all gases that do not act chemically on each other distribute themselves uniformly throughout the whole space which they jointly occupy. By the operation of this law (which is not really, though apparently, inconsistent with the law of gravitation) the carbonic acid produced at the surface of the ground rapidly diffuses itself away up all through the atmosphere, and maintains everywhere its proportion of about 4 gallons in every 10,000 gallons of air.

It is from this small proportion of carbonic-acid gas in the air that plants get the carbon (charcoal) that forms so large a part of their solid substance. The way in which they take it in is something like this:—

The green colour of green leaves is due to very small and very numerous green granules contained in cells in the interior of the leaf. This green substance is called chlorophyll. These same cells contain also the ever-moving living liquid jelly-like protoplasm, which has been described as the life-substance of the plant. Through the outermost thin transparent skin, or pellicle, covering the leaf there are numerous microscopic pores, or openings or mouths, called stomata or stomates, communicating with these green cells. Now, through these stomata the carbonic-acid gas of the air reaches the chlorophyll in these cells; and, under the action of the sunlight, the chlorophyll (in the presence of moisture and protoplasm) breaks up the carbonic acid, causing it to give up the whole or part of its oxygen, which then returns to the atmosphere, and building up the carbon and the remainder of the oxygen into starch, dextrine, all the sugars, the gums, and cellulose or woody fibre, and other plant-tissues. Water, drawn from the soil by the roots and passed up into the stem and leaves, is necessary for these tissue-building vital processes. Indeed, all the substances just named—starch, sugars, &c.—contain nothing but carbon combined with the elements of water (hydrogen and oxygen). The transformations can be expressed by the following chemical equations, in which CO₂ always means carbonic-acid gas, H₂O water, C₆H₁₀O₅ starch, dextrine, gum, and woody fibre or cellulose, C₆H₁₂O₆ fruit-sugar, honey, &c., and C₁₂H₂₂O₁₁ cane-sugar. The equations would then be—

- $6\text{CO}_2 + 5\text{H}_2\text{O} = \text{C}_6\text{H}_{10}\text{O}_5 + \text{O}_2$
—meaning that 264lb. of carbonic acid and 90lb. of water would make 162lb. of starch or woody fibre, and 192lb. of oxygen gas.
- $6\text{CO}_2 + 6\text{H}_2\text{O} = \text{C}_6\text{H}_{12}\text{O}_6 + \text{O}_2$
—meaning that 264lb. of carbonic acid and 108lb. of water would make 180lb. of fruit-sugar and 192lb. of oxygen gas.
- $12\text{CO}_2 + 11\text{H}_2\text{O} = \text{C}_{12}\text{H}_{22}\text{O}_{11} + \text{O}_2$
—meaning that 528lb. of carbonic acid and 198lb. of water would make 342lb. of cane-sugar and 384lb. of oxygen gas.

(In all chemical equations C counts for 12 parts of carbon, O for 16 parts of oxygen, and H for 1 part of hydrogen.)

In the dark the green chlorophyll has not the power of thus breaking up carbonic acid and water and constructing the plant-substances named above from the materials. There are therefore four conditions absolutely necessary for this plant-building business—(1) carbonic-acid gas in the air; (2) green chlorophyll granules in the living plant; (3) moisture from the soil; (4) exposure to the sunlight. The part that light plays in assimilation of carbon and the growth of plants is apt to be overlooked. It is just as necessary as the carbonic acid of the air or the chlorophyll of the green cells. The disastrous effects of insufficient exposure to light are readily observed. We have an instance of it in the straggling, stunted, starved condition of the trees in the middle of an overcrowded forest or patch of bush. The weaklings there, shadowed by their taller and more umbrageous neighbours, begin to lag from the insufficiency of the light that reaches them. One often sees an unlucky plant of this kind spending all its available nourishment in stretching up a tall, slim, scraggy stem, carrying its leaves as high as possible to reach the open air and get a glimpse of the sun, turning now this way, now that, in search of a patch of light.

We see the same thing in a dense cornfield: some of the plants at an early age from some cause begin to lag behind; they then get into their neighbours' shadows, and, their proper share of light being cut off, they gradually go from bad to worse. The abundance of light and their free and full exposure to it are partly the reason why the individual plants of a thinly-sown crop (other things being equal) are more vigorous than those of a dense crop—because they have fewer neighbours to shadow them. Every one has observed the meagre growth of the grass grown in the shadow of a lofty belt of blue-gums, or of any other leafy trees. This is mainly due to the lack of plant-food, but partly also to the want of light.

Contrast with this the vigorous rush-up, brightening green colour, and rapid growth of the young grass that has just been relieved of the overshadowing crop of barley or oats, among which it was previously struggling to maintain a precarious existence.

The rapid growth of barley and rye, and even wheat, in the Orkneys, Norway, Sweden, and in cold Siberia as far north as 66 and 70 degrees of latitude in the long, almost continuous summer days has been attributed partly to the same cause—namely, the continuous exposure to sunlight which the plants enjoy in the short summer of these northerly latitudes.

We have another instance of the influence of light in the well-known superior fertility of the sunny slope on which the plants are exposed to the direct perpendicular rays of the sun; while on the adverse slope (quite irrespective of the cold) they struggle on in a meagre, hopeless way, feeling the solar influences for shorter periods, and with less directness in his beams.

Nitrogen.

THE choice and most valuable parts of food-plants, such as, for example, peas, beans, lentils, clover seed, the grain of wheat, barley, oats, rye maize, and in a less degree rice, potatoes, carrots, cabbages, &c., contain a considerable proportion of nitrogen. This element the plant has to find for itself and build into its tissues—albumen, gluten, legumin, &c. Now as has been already stated, the atmospheric air is composed chiefly of this gas. The weight of the atmospheric nitrogen resting on every acre of land or water, all round the earth, is as much as 25,000 tons; which, if made into ammonia, would produce 31,000 tons of that prince of manures, of which the market value at present is £60 per ton.

It had long been discussed whether plants by means of their leaves, or in any other way, can take their nitrogen direct from the air (I am not now speaking of the 8lb. or so of nitrogen per acre that the annual rainfall washes out of the air in the form of nitric acid and ammonia).

Many experiments on many plants were made by the most [unclear: emine] chemists and botanists of their time to answer this question. And the outcome of all the results obtained is to establish the universal opinion of all best qualified to judge that, with a few exemptions in the lowest classes of plants (moulds, mushrooms, lichens, and their allies), plants cannot draw directly on the atmospheric nitrogen for their requirements. There is now known, however (discovered a few years ago), an indirect means of enabling plants to get their nitrogen from this source, which may be explained as follows: It had long been observed that on the roots of many plants of the order of the Leguminosæ (leguminous plants) peculiar warty concretions, or tubercles, or nodules were formed. These knotty growths were regarded as a diseased condition of the plant (something like finger-and-toe in turnips); but this was inconsistent with the fact that the plants whose roots were most affected with these warty growths were always larger, stronger, and in every way better than their clean-rooted neighbours. It had also been known for some time that these nodular warts were rich in nitrogen; but it is to Hellriegel and his recent experiments that we owe the important discovery that these nodules are nothing else than the homes of countless millions of microbes or bacteria of one particular kind, which in these lectures I shall always refer to

as the "nitrogen-microbe." These microbes, it is now known, are constantly drawing nitrogen from the air, building it up into albuminous matter, and passing it in that state over to their host as ready-made material for its own growth.

Among his other experiments Hellriegel sowed peas in two similar plots of barren sand. The sand was in both cases quite free from all substances containing nitrogen, but had enough of such other mineral matter or ash ingredients—phosphates, lime, potash, &c.—as is required for the growth of a good crop of peas. Both plots produced young pea-plants, which grew equally well until the store of nitrogen contained in the seeds got used up. Then the young plants began to languish for want of nitrogen, and very soon further growth ceased. At this stage Hellriegel sprinkled on one of the plots some water obtained from a rich loam, in which a strong crop of knotty-rooted peas and clover had been recently grown. The change wrought on the plot so watered was marvellous. The young pea-plants began almost immediately to waken up, and to assume a healthy green appearance. Their growth was thenceforth rapid and luxurious, and they produced abundance of leaves, flowers, and seed. Meantime the starved plants in the neglected plot faded and died. On the roots of the plants in the microbe-tinctured plot Hellriegel found plenty of these same warty nodules. In the words of Professor Storer, of Harvard University, "The loam water contains certain microscopic organisms, which enter the pea roots and develop colonies there, and these colonies of bacteria are speedily enclosed in nodules, which form about them. But the bacteria in the nodules thrive upon the substance of the pea-plant, and upon free nitrogen which they take from the air; and the pea-plant in its turn feeds upon the substance of the bacteria and gets nitrogen enough therefrom for all its needs."

Hellriegel by other experiments proved that it is by the agency of living organisms that this wonderful appropriation of nitrogen from the air is effected. After killing the bacteria in the rich loam-water by boiling it he applied it as before to a young pea crop in a sterilised sand, and found that, as he expected, it had no effect at all on the plants.

Another line of investigation was pursued as follows: (1.) The soil of a plot of ground was analysed, and the total amount of nitrogen which it contained down to the depth the roots would reach was thus ascertained, (2.) A crop of lupines (a leguminous plant) was grown in the soil. (3.) The total quantity of nitrogen in the lupines was determined by analysis. (4.) The soil in which the lupines had grown was again analysed, and its nitrogen determined. From the results of these analyses it was found that there was much more nitrogen in the lupines and in the soil in which they had grown than the soil contained before the lupine seed was sown. The lupines therefore must have got nitrogen from sources other than the soil. The air was the only other source of nitrogen accessible to them. From the air therefore they must have got their supplies of this essential element, and there were plenty of bacterian nodular warts to account for the agency.

It is now claimed that all leguminous plants can be supplied in this manner with nitrogen from the air through the medium of bacteria. This order of plants includes, among others, peas, beans, lupines, lentils, lucerne, tares, all the clovers, vetches, gorse, broom, the acacia, laburnum, &c.

It is not a little strange that it is only on plants of this order that the nitrogeniferous bacteria grow. Their works are never found on the grasses—wheat, oats, barley, rye, maize, &c.—nor on potatoes, turnips, cabbages, carrots, &c. These crops, however, benefit indirectly by their labours when they are grown in soil previously enriched in nitrogen by these fertilisers, as after a long course of clover eaten on the ground, or after a heavy crop of young leguminous plants ploughed in and rotted in the ground. The conditions favourable to the growth and activity of the nitrogen-microbe are as follow: (1.) Darkness. Bright sunlight kills them; they therefore work under the surface, at a depth of from Sin to 2ft. (2.) Warmth. Blood-heat seems to be the most favourable temperature, but they can live and work at higher and lower temperatures, but probably not much below 50deg. Fahr. nor much above 120deg. Fahr. Hence it is in summer and in warm climates that they are most active. (3.) Moisture. They cannot work in a soil that is quite dry, nor do they thrive in a soil that is very wet. Standing water would, of course, shut out the air, and they would thereby be deprived of the nitrogen that is necessary to them. Water also by its evaporation cools the soil, and on that account is obnoxious to these microbes. A well-drained and well-ploughed, thoroughly broken-up soil, giving free access to air and the solar heat, are what they require in that respect. (4.) A slightly alkaline substance, such as limestone or slaked lime or wood-ashes, in the soil. Too strong an alkali, like quicklime in large quantities and quite fresh, is injurious to them; so is the sourness of wet clay lands or lands standing for weeks under water in a wet season, for in such lands acids are generated which are the very opposite of the alkaline substances that these microbes require.

A mixture of powdered limestone, therefore, or slaked lime worked into the soil in the late spring would afford them a favourable base for their operations.

This important discovery of Hellriegel's explains and accounts for the long-known fact that old clover pastures when again broken up yield large crops of cereals (wheat, oats, &c.), the explanation being, of course, that on these old pastures the microbe has been at his colonising, nitrogen-gathering work, and storing this element away in the roots of the leguminous clover; whence, by the action of other kinds of microbes, it is

converted into the ammonia and nitric acid that are such valuable fertilisers. It has been observed that as a rule leguminous plants (clover, peas, beans, &c.) do not thrive well on new land just reclaimed. This is partly due, no doubt, to the absence of the nitrogen-microbe from such fresh lands, as there had been no leguminous plants on which it could have operated. The remedy that suggests itself would be the impregnation of such new land by watering it with loam water from rich, old paddocks on which large crops of peas or lucerne had been grown, or by mixing some of the loam from such old paddocks with any manures applied to the land. To get the benefit of this discovery, farmers must—(1) lime their limeless lands to provide the mild alkali in which these microbes work, and to sweeten the soil by neutralising the acids it contains. (2.) They must drain the wet land, and so provide for the removal of any standing water which shuts out the nitrogen of the air, which is so necessary to the growth and propagation of these minute organisms. (3.) The land must be maintained in an open, free, friable, porous condition—and, therefore, well tilled—to let the nitrogen of the air down to the dark region of their fertilising operations.

This revolutionary discovery of Hellriegel's will probably soon find a wide application in many ways to increase the fertility of the soil. Nitrogen in the form of ammonia or nitrate is far the most expensive item in manures, and any means that are available for procuring it so cheaply from the air will not be neglected.

[Continuing his remarks on the nitrogen-microbe, the lecturer announced that during the week two of his students had analysed a quantity of the nitrogenous warty concretions taken from the roots of an acacia. The substance was first freed from earthy matter, and as well as possible from the fragments of the roots on which it grew. It was then dried at the temperature of boiling water, and mixed in a mortar with about eight times its weight of soda lime. The mixture was then put into a glass tube closed at one end, and then subjected to a dull-red heat in a combustion-furnace. The gases were collected in a known quantity of sulphuric acid. The heat of the furnace and the soda-lime had converted all the nitrogen into ammonia, which was fixed by the acid. The sulphuric acid was lastly neutralised by the cautious addition of standard potash, and the ammonia determined. The results proved that the nodules contained a little over 4 per cent, of nitrogen. If this nitrogen were present, as is probable, in the form of albuminous matter, the quantity of it found in the sample analysed would make about 28 per cent, of albumen in the nodules.]

It has long been known that a big crop of peas or beans is a severe scourge to some kinds of soil, and this seems to be inconsistent with the Hellriegel theory. When properly understood, however, it is a corroboration of that theory. The explanation is this: (1.) Given an old field of not more than average fertility, the soil containing in an available form a fair but not an excessive proportion of the mineral food of plants, such as phosphates, lime, potash, &c., sufficient for a good crop of wheat, oats, or potatoes. (2.) A crop of peas or beans is grown on this field. The nitrogen-microbe, recognising its opportunity and rising to the occasion, draws upon the stores of nitrogen in the atmosphere, and feeds the young plants with an ungrudging abundance of that important element. Stimulated by this generous nourishment, the plants grow rapidly and vigorously into a big strong crop.

But as the peas or beans require also a due proportion of phosphates, potash, and lime, these must keep pace with the quick step of the nitrogen poured into the plants by the microbes; and, as the microbes take all the labour and responsibility of providing the nitrogen in rich profusion, they save the plant the trouble of collecting and assorting it. The plants, therefore, hurry out of the soil the requisite phosphates, potash, and lime step for step with the nitrogen brought by the microbes. The result is that the soil is for a time impoverished in these mineral ingredients to an undue extent by the forced production of a larger crop of peas or beans than the mineral constituents in it could legitimately and unaided supply. Had there been no nitrogen-microbes in that field there would have been only a very ordinary crop, and the mineral food in the soil would not have been drawn on to such an extent; or had other than a leguminous crop been grown this outside microbe influence would not have been summoned, and the phosphates, potash, and lime would have had a less drastic call to meet. Now, change the conditions and assume that the field was, to begin with, rich in phosphates, lime, and potash, but very poor in mineral nitrogen or vegetable nitrogen. Such a field for the want of nitrogen could not produce a good grain crop—wheat, barley, oats—all of which require ample supplies of nitrogen in an available form. "The minimum rules the crop," just as the strength of the weakest link in the chain is the strength of the chain. In the supposed case the minimum lies in the nitrogen, and the wheat crop will be poor, because there is not enough nitrogen in the soil for a rich one; and wheat, not being a leguminous plant, is not visited by the nitrogen-microbe, and cannot therefore take nitrogen from the air. But now grow a leguminous crop—say, peas or beans—and follow this with a wheat crop, and the result will be astonishing. The leguminous crop will have laid away stores of the needed nitrogen in its roots and other *débris*, and by the fermenting action of other orders of microbes this will be converted into ammonia and nitrates and nitrites—all rich in available nitrogen, in the best condition for the wheat crop that is to follow. A big crop of peas or beans will therefore much increase the fertility of such a soil by raising the "minimum" (strengthening the weakest link in the chain) for the grain crop that is to follow.

Considerations of this kind also explain the well-known fact that rich ammoniacal manures, such as Peruvian guano, scourge some kinds of soil. They do so, just as the nitrogen-microbe does it, by unduly stimulating the growth of, say, turnips, which require a large supply of potash. If the soil is not particularly rich in potash, a big crop of turnips—carted off, eaten elsewhere, and nothing returned to the soil—will inevitably impoverish it in that valuable mineral constituent. Potash forced out of the ground by the stimulated turnip crop will become the "minimum," and until it is restored only minimum crops will follow.

It is not at all surprising that the British farmer should have long ago—before Hellriegel and his nitrogen-microbe were heard of—discovered as the result of experience that a crop of beans is just the thing to grow after a big crop of wheat, and also before a crop of wheat or other cereal. The preceding grain crop removed the available nitrogen from the soil for its own special fare; the crop of beans drew on the atmospheric supplies of nitrogen, storing up that element in its roots, and therefore also in the soil. The succeeding grain crop (which could not possibly have done well in the nitrogen-impoverished soil immediately after the first crop) now grows luxuriantly, feeding on the nitrogen restored to the soil by the intermediate crop of beans. Quite consistently with all this result of experience, we find in the published returns of rotations followed on the heavy, well-farmed lands of Wiltshire, Bast Lothian, Ayrshire, Derby, and other districts, beans taking their turn between two grain crops (wheat for choice). In these cases the practice suggested by Hellriegel's discoveries has been anticipated and justified by experience,

Phosphorus.

THIS element is of immense importance as part of the mineral food of plants. Like nitrogen, it is in the more choice parts of plants that it is chiefly found, and in those plants which are most highly valued as food for man. There is as much as 10lb. of it in 50 bushels of wheat, 80 bushels of oats, 60 bushels of barley, 6 tons of potatoes, 20 tons of turnips or mangels, 2½ tons of oaten hay or 3 tons of meadow hay, 18cwt. of beans or peas, and smaller quantities in the green grasses of our pastures. It is from plants that animals get the phosphorus, in the first instance, where-with to build their bones. The plants get it in the soil; and it comes into the soil from its original storehouse in the rocks, in which it exists mainly as phosphate of lime.

Phosphate of lime when pure contains one-fifth of its weight of phosphorus. It occurs, sometimes in immense quantities, in rocks of every geological age, from the oldest Laurentian and Cambrian rocks of Canada and the Silurians of Norway—both far below the old English coal-measures—down to the fossiliferous Tertiary coprolitic rocks of Norfolk and Cambridge, in England.

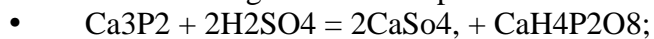
The necessities of the British farmer, when he found his fields becoming less and less productive as time went on, drove him to distant countries in search of the phosphates which a long series of grain crops had withdrawn from the soil. Time and distance and wide expanse of seas were no obstacle to his enterprise, and he found the object of his pursuit in vast quantities in the guanos accumulated by countless generations of birds in the islands of the sea; in the phosphorites of Estremadura, Nassau, and Bordeaux; in the apatites of the Laurentian rocks of Canada and the metamorphic schists of Norway; in the sombrerite of the West Indies, the land and river phosphates of the Carolinas and Florida, as well as at Home in the coprolites of the Tertiary formations of England. Not satisfied with these rocky sources of the precious phosphates, he earned for himself a malodorous name by digging up and shipping off to England the bones that lay entombed on the battlefields of Leipzig, Austerlitz, and Waterloo, and harrying the catacombs of Sicily in the same unholy crusade. By-and-by the despoiled peoples found out their mistake, and John Bull's quarrymen were warned off these phosphatic fields. He still, however, commands the sea, and his fleets are on every ocean, streaming in a straight line to London, Liverpool, and Glasgow with heavy cargoes of mineral and guano phosphates from wherever they are to be found. Besides these guanos and mineral phosphates there are large quantities of phosphate of alumina, which have been used as fertilisers, and smaller quantities of the phosphates of iron and lead, which are of no manurial value.

Phosphorus itself—the waxy, pale-yellow, translucent substance that is so largely used in these colonies for poisoning rabbits and in the manufacture of lucifer matches—is made, so far as I know, in only two factories: one near Birmingham, in England; the other at Lyons, in France. Considering the large and permanent market for it here, and the abundance of the raw material—bones and sulphuric acid—I have often thought its manufacture would be a very appropriate and profitable adjunct to some such manufacturing industry as the chemical and manure works of Messrs. Kempthorne, Prosser, and Co., at Burnside. The by-products in its manufacture have also a considerable value. The process is as follows:—

1. Raw bones are crushed and boiled to remove the fat, which is then skimmed off and sold to the soapmaker.
2. The bones are then digested in superheated steam, which extracts the 30 per cent, of gelatine that they contain, and this is sold to the glue-maker.

3. The residue of the bones is then roasted and thus converted into bone earth, or bone ash, or phosphate of lime, of which the formula is $\text{Ca}_3\text{P}_2\text{O}_8$. and which contains one-fifth of its weight of phosphorus.

4. This bone ash is now digested with semidilute sulphuric acid in tar-lined wooden tubs, which has the effect of converting them into sulphate of lime and soluble phosphate of lime by this equation:—



which means that 310 tons of bone ash acted on by 196 tons of sulphuric acid will make 272 tons of dry sulphate of lime and 234 tons of soluble phosphate of lime. To make these quantities quite clear, it only requires to be stated that Ca means 40 parts of calcium; P, 31 parts of phosphorus; O, 16 parts of oxygen; S, 32 parts of sulphur; and H, 1 part of hydrogen—these numbers representing the atomic weights of the elements named.

5. The mixture of sulphate of lime and phosphate of lime thus got is boiled down to a small bulk, when, on standing, the sulphate will be deposited as a sediment, the phosphate remaining in solution.

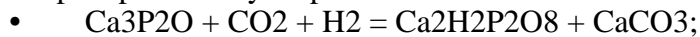
6. It is then filtered through a haircloth filter, which allows the phosphate to pass through in solution, while the precipitated sulphate is retained on the haircloth.

7. The phosphate solution is now evaporated to dryness, mixed with charcoal, and heated redhot in an air-tight retort, when two-thirds of the phosphorus present passes over and is received and condensed in cold water, the other third remaining in combination with the lime. The equation is

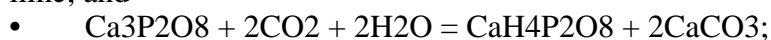


which means that 702 tons of soluble phosphate of lime and 120 tons of charcoal will, when distilled, yield 280 tons of carbonic oxide, 310 tons of bone ash, 108 tons of water, and 124 tons of phosphorus.

Returning now to phosphate of lime as a manure. It is, in all its forms—apatite, phosphorite, coprolites, guano, bones, or bone-earth—insoluble in pure water. Now, when it is considered that plants cannot take in by their rootlets any solid substances, it is evident that it will be necessary to dissolve this insoluble phosphate of lime before the plant can make any use of it. How is this to be done? It is effected partly by the carbonic acid in the moisture of the soil and of the air. The soil itself gets its carbonic acid partly from the rain-water, that has washed a little of it out of the atmosphere, and partly by the decay of dead animal and vegetable matter. This carbonic acid in the soil-water converts the insoluble tricalcic phosphate (commonly known as phosphate of lime) first into the dicalcic phosphate, and then into the monocalcic phosphate, both of which are easily dealt with by the living rootlets of the growing plant. The equations which show this action of the carbonic acid on the phosphates may be put thus:—



which reads—310 parts of insoluble or tricalcic phosphate acted on by 44 parts of carbonic acid in the presence of 18 parts of moisture will produce 272 parts of dicalcic phosphate and 100 parts of carbonate of lime; and



which means that 310 parts of insoluble tricalcic phosphate, acted on by 88 parts of carbonic acid and 36 parts of water, will make 234 parts of monocalcic phosphate and 200 parts of carbonate of lime. Besides this solvent action of carbonic acid, however, there is another agency at work to dissolve the phosphates and thus make them fit for absorption, and that agency is the rootlets (root-hairs and terminal spongioles) themselves. These plant-organs get the credit of secreting and extruding from their microscopic openings a liquid (probably of an acid nature) that attacks and dissolves these phosphates and other substances required for plant-food. One is familiar with the extraordinarily intimate manner in which these root-hairs and thread-like roots cling to and embrace and enwrap the minute loose particles of soil, pushing in their slender filaments into every opening, and grasping the sod and every part of it with such a clinging tenacity that it is often a difficult matter to separate them. Now, these live root-organs are all the time busy searching out suitable food, secreting a liquid to dissolve it when found, and drawing it up in solution, to pass it on to the laboratory of the plant, where, under the action of light, &c., it is digested, assimilated, and suitably built—like bricks into a building—into the structure and living substance of the plant itself.

It was the great Liebig that first came to the assistance of plants in their difficulty with these insoluble phosphates. That pioneer and prince of agricultural chemists, just fifty-four years ago, proposed that we should share with our growing crops the task of dissolving the insoluble phosphates; or rather that we, with our ready command of acids and other chemical agents, should take that task on ourselves and present to the plants their phosphate food in a condition in which they could at once take it. This Liebig did by his receipt for the manufacture of superphosphate of lime by the action of strong sulphuric acid (oil of vitriol) on bones. Two years after, the great English agricultural experimentalist, Sir John B. Lawes, of the renowned duet of "Lawes and Gilbert," and who is now offering for competition in Otago challenge shields for the best-managed farms, extended the same sulphuric-acid treatment to the mineral phosphates—the apatites, the phosphorites, and the coprolites—with entire success. Thus was created one of the greatest industries of modern times. There are now

extensive artificial-manure works by the dozen in every great city of Europe and North America; while we here in New Zealand have them established and grinding and dissolving the phosphates in all our important towns in both Islands.

In England and on the Continent of Europe an immense quantity of coprolites is thus manufactured into a valuable manure, and sold in all the markets. There is good reason to believe that in New Zealand, also, there are large quantities of these mineral phosphates awaiting discovery, which would possibly be hastened by the offer of a bonus to the explorer.

The action of the sulphuric acid on the phosphates has already been described, and the equation given, when explaining the process for the manufacture of phosphorus. The equation is here repeated:—



The mixture of 234 parts of soluble monocalcic phosphate and 272 parts of sulphate of lime shown on the right-hand side of this equation is what is known among farmers as superphosphate of lime, or soluble phosphate of lime. There is, however, one remark to make about this sulphate of lime. It is not exactly as 2CaSO_4 that it appears in the manure, but $2(\text{CaSO}_4, 2\text{H}_2\text{O})$ —that is, 272 parts sulphate of lime combined with 72 parts of water; and it is a curious thing that this water is not there as wet water, but water so combined with the dry sulphate that it actually makes a part of it, and the substance with all that water really in it is just as dry as though the water were not there at all. The sulphate of lime without the water would be identical with "plaster of Paris," and the same sulphate with the water in it would be the stucco made by rapidly rubbing up water with the "plaster"; 272 parts of the sulphate of lime, indeed, absorb 72 parts of water in the superphosphate vats, and this behaviour on its part dries up the mixture, and so makes it fit for the market. The more carbonate of lime the raw phosphate contains the greater will be the proportion of this drying sulphate of lime in the superphosphate, and the nicer will it be to handle, and the more porous will it be, and therefore the more rapidly will it be dissolved when applied to the land. For these reasons some guano superphosphates containing originally much carbonate of lime or coral are preferred, although their intrinsic value (from containing so large a proportion of sulphate) is less than that of stronger superphosphates made from bones.

Superphosphates therefore differ in three respects from insoluble phosphates—(1) in that they are an artificial or manufactured article; (2) that they contain much or nearly all of their phosphate in a soluble condition, and therefore instantly available for plant-food; and (3) that they contain necessarily a large proportion of sulphate of lime, which is also soluble, and provides for the plant both lime and sulphur in a soluble condition.

There are, however, great differences in the manurial value of superphosphates, and it would be a great mistake to suppose that one superphosphate is just as good as another. I have analysed in Dunedin within the last year a superphosphate fairly worth £11 per ton, and a superphosphate worth not more than £3 per ton, and superphosphates worth well nigh every price between these two extremes. It would not therefore be a bad thing for some farmers when buying their superphosphates to get a guarantee of its composition, and, if doubtful of its quality, to stipulate with the vendor to have a sample analysed at his expense. The cost of an analysis under the present Manures Adulteration Act is only 7s. 6d., and, even though the purchaser himself were to pay the amount, it might in some cases be money well spent. The points in which one superphosphate differs from another are, first, in the proportion of *soluble* phosphate in it. In this market I find the extremes are 36 per cent, down to about 8 or 9 per cent, of this valuable constituent. Now, as the price of soluble phosphate is 4s. per unit per ton, it is evident that the value of this item is £7 4s. per ton of manure in the first case, and from £1 12s. to £1 16s. per ton of manure in the other. Second, superphosphates differ in the proportion of *nitrogen* which they contain. Nitrogen is worth about 15s. per unit per ton: that is to say, a manure containing 1 per cent, of nitrogen is worth 15s. a ton for its nitrogen alone, without reckoning the value of its other constituents; and a manure containing 6 per cent, of nitrogen is worth £4 10s. for its nitrogen alone; and so on for other proportions of nitrogen. A manure containing 3 per cent, of nitrogen is described as containing 3 units of nitrogen; if it contains 10 per cent, of nitrogen it is described as containing 10 units of that element. A "unit" therefore I mean a "per cent." Fourteen parts of nitrogen make, by fermentation or microbe action in the soil, 17 parts of ammonia, and it is generally under the name of ammonia that manure nitrogen is recognised by vendors and buyers.

The cause of the difference in the amount of soluble phosphate lies in the quantity and strength of sulphuric acid employed in its manufacture.

The more acid the more soluble phosphate. Hence the advantage those manure-makers possess who make their own acid with which to make their superphosphates, as against those who have to pay a big price for the acid to those who often enough are their rivals in the superphosphate trade.

The proportion of nitrogen in the superphosphates depends on the proportion of that element in the raw phosphate which has been used in the manufacture.

If bones, boiled or unboiled, be the raw material, they will import their own proper 4½ or 5 per cent, of

nitrogen into the superphosphate made from them, where it will appear as something like 2½ or 3 per cent. If, on the other hand, the manure-manufacturer starts with steamed bones (digested with superheated steam under great pressure and at a high temperature), from which much of the nitrogenous gelatine has thus been removed, there will of course be a smaller proportion of nitrogen in the superphosphate, and its value will be lowered accordingly, unless, as is often the case, the gelatine be restored again to the sweltering mass in the superphosphate vats. If, again, the superphosphate has been made from the mineral phosphates—the apatites, phosphorites, and coprolites of Norway, Portugal, and England—there will be no nitrogen at all, and therefore no possibility of ammonia; unless some nitrogenous or ammoniacal substance or salt has been added, which I suppose is not often the case, judging from what is offered in the market.

There is another kind of phosphatic material in the manure market. It is a by-product in the Bessemer process for making steel. It is sold under various names—"basic slag," "basic cinder," "Thomas phosphate," "Thomas slag," being the more common. There are now over 700,000 tons of it made annually in Europe and America. It is made as follows: Most iron ores contain a small proportion of phosphorus, and the cast-iron made in the blast-furnace still retains the phosphorus of the ore. From this cast-iron, Bessemer steel is made by blowing air through it in the molten state in a kind of crucible called a "converter." For many years after the invention of this Bessemer process only those kinds of cast-iron were "converted" which contained little or no phosphorus, as that process left in the steel all the phosphorus contained in the cast-iron.

Thomas (hence the name of the manure), in order to remove the phosphorus from the molten cast-iron, lined the "converter" crucible with a mixture of burnt lime and magnesia, and also threw a quantity of the same mixture on to the surface of the molten charge in the "converter." This lime and magnesia mixture, as Thomas anticipated, had the effect of taking up the phosphorus and fixing it as a phosphate of lime, which, with the magnesia and some oxides of iron and manganese, floats on the heavy liquid metal, and is skimmed off, forming the "basic cinder" or "Thomas phosphate" manure referred to. The most valuable constituent of this "basic slag" is its phosphate of lime; but it also contains at first a considerable proportion of quicklime, which, after standing exposed to the air for some time, and especially after undergoing a long sea-voyage, becomes gradually changed into carbonate of lime. There is a peculiarity about the phosphate of lime of this manure. Being found to be more readily soluble in water than ordinary bone-earth or tricalcic phosphate (usually called insoluble phosphate of lime), it was suspected that it differed in composition from that compound, and, as the result of the analyses of many samples, agricultural chemists in England and Germany have proved that Thomas phosphate contains an extra or fourth molecule of lime, over and above the three molecules of lime present in the ordinary insoluble phosphate—that, in short, instead of containing 54 per cent, of lime it contained 61 per cent, of that constituent.

This extra quantity of lime, it seems, makes the Thomas phosphate more easily dissolved by water than bonedust or guano or coprolites or any other kind of ordinary or tricalcic phosphate.

The presence of the oxides of iron and manganese was at first objected to, as likely to be hurtful to young plants; but that objection is removed now by the oxidation of the lower hurtful oxide of iron into the higher oxide by the grinding and exposure to the air to which it is subjected before its application to the soil.

It is insisted on by the agricultural experts that this Thomas phosphate be ground to very fine powder before it is sent into the market. They require that it should be sifted through a sieve containing about three thousand six hundred holes to the square inch to bring out its soluble quality, and therefore its manurial value, to perfection. Many practical field experiments have been made in England and Germany with this phosphate against other phosphatic manures on many kinds of soil, and for different crops. These, it is claimed, while proving its inferiority to good superphosphates, have shown that for the immediate crop (the crop sown with it) it is superior to the insoluble phosphates—guano, bonemeal, ground coprolites, &c. Wagner, the great German authority, after many trials, strongly recommends it for cold, damp, sour lands. Its extra molecule of lime, acting much in the same way as quicklime would act, probably warms and sweetens the soil and helps to dry up this dampness by combining with the moisture and with the obscure acids to which the sourness is due. The same authority says that it is very nearly equal to superphosphate for the immediate crop.

The dark, unpromising appearance of this slag manure will prejudice farmers against it. It has been introduced into the colony, and I have analysed samples of it from Southland and Canterbury, as well as from Dunedin.

As there are many qualities of this manure, not differing much from each other in appearance, its proportion of phosphate of lime should be guaranteed to the purchaser, and an analysis should also state the degree of fineness, as upon this the activity and value of the manure greatly depend.

What a confusion must exist in the minds of farmers about these four different kinds of phosphate of lime, all of which are in the market:—

- There is the monocalcic phosphate, $\text{CaH}_4\text{P}_2\text{O}_8$, contained in superphosphates, and constituting from, say, 9 per cent, to 36 per cent, of that manure, and all of it soluble very readily in water, and therefore

immediately available for the crops of the current season.

- Dicalcic phosphate, or reverted phosphate, $\text{Ca}_2\text{H}_2\text{P}_2\text{O}_8$, contained to a greater or less extent in old superphosphate, made from mineral phosphates, with a stinted supply of sulphuric acid. This variety of phosphate in respect of solubility holds a place intermediate between the soluble monocalcic and the insoluble tricalcic to be mentioned presently, In rainy seasons, or on wet, sour land, this dicalcic variety is by some people preferred to the more soluble and more acid superphosphate.
- The tricalcic phosphate, or insoluble phosphate, $\text{Ca}_3\text{P}_2\text{O}_8$. This is the kind of phosphate occurring in nature as coprolite, apatite, phosphorite, estremadurite, sombreroite, the guanos, raw bones, bonedust, bonemeal, &c. Though called "insoluble" it dissolves slowly, as already explained, in the carbonic acid soil-water, and thus gradually presents itself to the growing plants in a suitable form.
- The "Thomas phosphate," "Thomas slag," "Thomas cinder," "basic cinder" ($\text{Ca}_4\text{P}_2\text{O}_9$), or "basic Bessemer slag," described above as a by-product of the Bessemer steel works. This phosphate, in a state of fine dust, is more soluble in water, and therefore more active in the soil, than the tricalcic phosphate. Its free lime is also a good base for the operations of the nitrogen and fermentation microbes—those grand manufacturers of nitrites and nitrates in the soil.

In regard to the proportion of lime and phosphoric acid in these four kinds of phosphates, as they are offered for sale, with their moisture and organic matter and sulphate of lime (for those of them which contain this last ingredient), it may be said that the richest in phosphoric acid is the tricalcic, as it occurs in the Maiden Island, Abrolhes, and Coral Queen guanos, bonedust, bonemeal, and the mineral phosphates, ranging in all these from about 18 to 32 per cent.; Coral Queen, Abrolhes, and bonedust being about 24 or 25 per cent., and mineral phosphates up to 30 or 32 per cent. In all these kinds of tricalcic phosphates there is no sulphate of lime; and in the mineral phosphates there is no nitrogen. The lime in all of them ranges from 21 to 37 per cent., and both the phosphoric acid and the lime are in the insoluble state.

In point of phosphoric acid the "Thomas basic slag" comes next to the tricalcic, as it contains from 16 to 19 per cent, of that valuable constituent. Its proportion of lime ranges from about 18 to 30 per cent. The other two kinds of phosphatic manures—namely, the superphosphates (both the pure and partly reverted)—contain from 10 to 18 per cent, of phosphoric acid and very varying proportions of lime, a good deal of which is in a soluble condition as sulphate of lime and soluble phosphate of lime. For rapid effect the superphosphates are far ahead of the others, reverted phosphates and Thomas phosphate coming next, then the guanos and bonedust, and last of all the mineral phosphates. An admixture of Thomas phosphate with superphosphate has been tried with success on heavy, damp, and clay lands. Alone the Thomas phosphate is said to be inferior to mineral superphosphates on dry, light, chalky, or lime lands; but on clay lands it is said to be equal or superior to these.

The points which the farmer should get guaranteed in his phosphatic manure are—(1) The percentage of soluble phosphate of lime; (2) the percentage of reverted phosphate of lime; (3) the percentage of insoluble phosphate of lime; (4) the percentage of nitrogen or of ammonia (he can remember that 14 parts of nitrogen will make 17 parts of ammonia); (5) the origin of the manure, whether mineral, bone, or guano; (6) the state of division of the manure. All these six points should be taken into account in valuing a phosphatic manure. If the manure contains potash salts, the percentage of these should also be stated.

The process for ascertaining the proportion of phosphoric acid, lime, and nitrogen in phosphatic manures is scarcely suitable for these pages.

Besides the mineral phosphates—apatite, coprolites, phosphorite, sombreroite, &c., all of which are true phosphate of lime—there is another, known as "rodunda" phosphate, so called from the name of the island on which it is found. It consists chiefly of phosphates of alumina and iron. A modified variety of it occurs on Green Island, near Dunedin, and has been analysed. The phosphoric acid in it amounts to between 17 and 30 per cent., making it equal in that essential constituent to from 38 to 65 per cent, of phosphate of lime. Agricultural experts are not quite agreed as to the manurial value of this manure. Voelcker, the late great English authority, as the result of field experiments (similar to those which Mr. P. Patullo is carrying on in Otago and Canterbury), got from it in oats and peas larger returns than from the other manures he tried against it. Voelcker's results are tabled below:—

There was no information as to the percentage of phosphoric acid in the "rodunda" experimented on; and, as this manure ranges from 19 per cent, to 38 per cent, of that essential constituent (equal respectively to 40 per cent, and 82 per cent, of phosphate of lime), there is an unsatisfactory vagueness in the statement of the returns from it.

One thing about it is this: It must be ground to fine flour, passing through a sieve of sixty wires each way to the inch, or 3,600 holes to the inch, to bring out its best effects. This fine grinding, as already stated, is also essential to the success of the "Thomas basic slag." The rodunds or Green Island phosphate is not suited for treatment with acid. It cannot therefore be made into a superphosphate. The Green Island variety shows an advantage over the original "rodunda" in the matter of nitrogen, as there is no mention at all of that element in

the rodunda, while in the Green Island there was found up to per cent, of nitrogen. This suggests a guano origin for this Green Island deposit.

The above results, published by the highest English and American authorities, show that, in money value, the rodunda phosphate (finely ground) is superior to the best kinds of mineral phosphates. The lecturer did not know what quantity of this manure is lying on Green Island; but, being so accessible to the market, it seems strange that it should be neglected. Fashions change in manures as in other things, and he had no doubt the Green Island phosphate would have its turn. He should like to see it tried, after passing through a 60-wire sieve, by Mr. Patullo in his field experiments. Before quitting the phosphates he would point out the quantities of the various kinds that are required for putting into the soil the phosphorus that the different crops take out of it, assuming that the yield per acre of the different crops is as follows: 50 bushels of wheat, 80 bushels of oats, 60 bushels of barley, 18cwt. of peas, 6 tons of potatoes, 20 tons of turnips or 20 tons of mangels (carted away and eaten elsewhere), 2½ tons of oaten hay, 3 tons of meadow hay. Or that 1,400 gallons of milk or half a ton of cheese has been produced per acre, or bone-material for a dozen sheep. In each of these cases about 10lb. of phosphorus will have been removed from the soil per acre. To restore the 10lb. of phosphorus per acre there will be required: Of Maiden Island guano, about 75lb.; Lacedpede guano, 75lb.; steamed bones, 78lb.; Abrolhes guano, 80lb. to 85lb.; Coral Queen guano, 85lb. to 90lb.; bonedust, bonemeal (raw), 85lb. to 90lb.; Thomas phosphate, 100lb. to 130lb.; superphosphates (good quality), 110lb. to 140lb.; Chesterfield guano, from 90lb. to 140lb.; inferior superphosphates, 150lb. to 250lb.; farm-yard manure (dung), 3 to 4 tons.

These quantities take account only of the *phosphorus* to be replaced per acre, without regard to its state of solubility, and without regard to other fertilising materials in the manure, as, for example, the nitrogen, ammonia, lime, potash, &c., which most of the above manures also contain. To limit the manuring to the quantities of manure named above would, however, be a very hand-to-mouth kind of treatment of the soil. It does not leave any margin of phosphorus to improve the soil permanently, or with which to grow future crops, or for laying down in grass. It does no more than leave the soil where it was before the produce mentioned above was raised from it. A farmer who owns the land he is cropping, or who has a long lease of it, would deal generously with his fields and put in not a hundredweight of these manures per acre, but three or four hundred-weight per acre; and he would thereby be laying in material for big crops in the future. His land to the farmer is, in one thing, like his bank to the merchant. He cannot take out of it more than he has got in it.

The land contains a certain ascertainable amount of phosphorus to begin with. Let that represent the capital or principal or sum to his credit in the bank. He raises a crop of, say, 50 bushels of wheat to the acre, and sends that away to London. By doing so he draws 10lb. of phosphorus from every acre of that paddock, which of course is then 10lb. of phosphorus poorer. This is like drawing a cheque on his account with the bank. The manure he puts on then to restore this 10lb. of phosphorus is like paying a sum into the bank to keep his account healthy.

If the farmer keeps cropping away it will be only a question of time when the original stock of phosphorus will be so far reduced that the ground will not be able for lack of it to raise crops worth growing—diminishing year after year, in step with the diminution of the phosphorus. The farmer should farm in such a way as to improve the value of his land by increasing the phosphates in the soil. This he will do by putting into it more phosphates, &c., by manuring than he takes out of it by cropping.

We must not, however, overlook two other sources of available phosphorus in the ground itself. (1.) All soil consists of solid particles of greater or smaller size, and all more or less porous in texture; and mixed with these particles there are stones of different sizes, which are not porous in any effective sense. Now, a growing crop—by the root-hairs and root terminal spongioles—draws phosphates from the loose, porous particles, but not from the interior of the stony matter. Gradually, however, assisted by good cultivation and free exposure to the weather, these stony particles get decomposed and broken up and converted into soil, bringing into use now any phosphates they may have contained. A soil, therefore, nearly exhausted of available phosphates may, by a season of active fallow—ploughing and harrowing and free exposure to the air—be restored to a fertile state for a time by this bringing-forward of the phosphorus previously locked up in these hard stony particles. (2.) Long-rooted plants (old clovers, &c.), given time enough, will gather in from below (far under the depth to which the roots of a grain crop could reach) the phosphates, lime, and potash down there, and send them up into the stem and leaves above ground. These stems, then, eaten off or decaying or ploughed in, will thus bring into the surface soil and within the reach of the subsequent grain crop this additional contribution of fertilising materials. Hence another explanation of the enriching effects of old clover pastures.

The lecturer pointed out that it would be quite possible to impoverish a field by pasturing it, as in cattle-raising or dairying. That dairying would do so is self-evident from the fact that 1,400 gallons of milk contain 10lb. of phosphorus, or just as much of that precious element as is contained in 50 bushels of wheat. The phosphorus in the milk comes from the grass, which, in its turn, comes from the soil. It might easily happen, however, that if the pasture contained much clover (old and therefore long-rooted) and other long,

wandering-rooted and enterprising fodder plants, these might for a long time take up from below in the manner already explained as much phosphorus as is removed by the dairy cows.

That cattle-raising would impoverish the land in the long-run is evident from similar considerations. Given, for comparison, the practice of two contiguous farmers—both feeding cattle for the butcher. One of them (call him A) raises his own bullocks from calves calved on his own ground from his own cows, and reared in his own paddocks to the size of three or four-year-old big bullocks. They are sold away with all their bones in them. I do not know what the weight of each bullock would be, but, whatever it is, something like one-tenth or one-twelfth of it would be bones, containing, as all bones do, about 55 per cent, of phosphate of lime, all of which has thus been produced and removed from the soil. The other farmer (call him B) also fattens cattle for the market, but he buys them as store cattle off the runs, puts them on his paddocks as big, lean, hungry beasts, but with all their bones already full grown. On his pastures they put on fat, which contains neither phosphorus nor nitrogen, and the lean of beef, which does not contain much phosphorus, but a good deal of nitrogen. And when he sells them away he has the satisfaction of knowing that the bones they take with them did not come from his paddock. A's paddocks would then be slowly but surely impoverished in the matter of phosphorus, while B's would maintain its fertility.

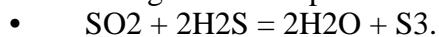
There are about 1,800,000 sheep and lambs—not to speak of the frozen beef—exported frozen from New Zealand every year. There is also a large quantity of wheat and oats. The phosphorus sent away in this way is very considerable, but there is no help for it. It would not, however, be a bad rule for the farmer to follow if he were to replace on his land under cultivation every year a little more phosphorus, lime, and potash than he knows he is removing from it in his grain crops and potatoes, and sheep and cattle, milk and cheese. Of course this could not be done on the uncultivated lands on the runs; but these do not need it much, as they are not being impoverished by cropping, and it will be time enough to deal with them when they come into cultivation. A little bonedust scattered here and there from year to year would not, however, hurt them much.

The price of 100lb. of bonedust or good guano, or of 1cwt. of good superphosphate, is not prohibitive. With a crop of 50 bushels of wheat, the price of 3 bushels, in a bad season like this, would restore the phosphorus taken away. The price of 3 or 4 bushels of oats out of a crop of 80 bushels would not hurt much. And, of course, with smaller yields of wheat or oats less phosphorus will be removed, and therefore a less quantity of phosphatic manures would be required to replace it.

Sulphur and Sulphuric Acid: A Practical Demonstration at Kempthorne-Prosser's New Zealand Drug Company's Works at Burnside, Dunedin.

SULPHUR is found in small quantities in all cultivated plants. It must therefore be taken as a necessary part of their mineral food which they take from the soil. In the soil it exists chiefly as sulphates of lime, magnesia, potash, soda, and ammonia. Superphosphate of lime—so largely used everywhere as one of the best kinds of artificial manures—contains from 20 to 45 per cent, of sulphate of lime, and nearly a fifth of this is sulphur, so that a ton of superphosphate contains from 90lb. to 200lb. of sulphur in a soluble state. This manure therefore supplies both sulphur and lime to the plants in an available form. There is another manure, under the name of kainit, in the market, which also offers sulphur in a soluble condition combined with potash, as sulphate of potash. Kainit will be described under the potash salts, as that element, and not sulphur, is its most valuable constituent. Sulphur itself, found in large quantities in old or recent volcanic regions—Sicily, Iceland, South Italy, and in New Zealand, at Tarawera and White Island, off the coast of Auckland—is now being made in nature by the meeting of two poisonous common colourless volcanic gases, of a powerful, penetrating, and most disagreeable odour.

These gases are sulphur dioxide—SO₂—and sulphuretted hydrogen—H₂S. The equation is



The immediate result of the meeting of these two gases is the formation of liquid water and solid sulphur. Chemistry does not offer a better example of the wonderful transformations which take place when two substances act chemically on each other. The lecturer had seen the sulphur-manufacturing process in full operation in the Rotomahana district, just before the Tarawera volcano burst out. There the two gases named were issuing separately from their respective crevices and meeting in the air, the result being a yellow mist of sulphur perpetually forming and falling on the barren mixture of sulphur and sand that has to pass for [unclear: so] in that desolate region. Sulphur was made on the lecture-table by this process, constituting one of the prettiest experiments of the course.

The sulphur dioxide was made by boiling in a glass flask strong sulphuric acid with copper; and the sulphuretted hydrogen, by the action of dilute sulphuric acid on sulphuret of iron in another glass flask. From

each flask the gas was led into a series of three clear glass globes, where they mingled, producing by their union, as if by magic, a dusty white cloud in each of the globes, which soon coated them with a coating of pure yellow sulphur.

The great part which sulphuric acid plays in the manufacture of artificial manures, as well as in many other very important industries, makes it necessary for us to know something of its own manufacture. Thought in was known to the alchemists of the Middle Ages, it was not till the present century had well begun that any considerable quantity began to be made. Its application to the manufacture of bleaching-powder (chloride of lime and washing-soda gave this acid a firm footing among the large industries of Europe; and then the increasing demand for nitric acid and acetic acid, which are products of its action on saltpetre and acetate of soda respectively, gave it a further impulse. Then, again, the more recent discovery or invention of the coal-tar colours (aniline, mauve, magenta, alizarin, picric acid, &c.), gun-cotton, and nitroglycerine, in all of which it is a prime factor, created for this acid a demand which is now supplied by the production of about a million tons per annum around the great industrial centres of Manchester, Glasgow, and Newcastle. So numerous and varied and vast are its applications in the great modern industries of civilised communities that it has been well said of this acid that the amount of a nation's consumption of it may be taken as a gauge of its industrial activity and a measure of its civilisation. In Otago there is one sulphuric-acid works, at Burnside, with an output of about 500 tons per annum. Taking the population of Otago at 160,000, this would give us about one-twelfth of the English production per head of the population.

The manufacture is carried on in large chambers made of heavy sheet-lead, 7lb. to the square foot. No solder can be used for joining the sheets of the metal, for no solder could withstand the action of the fumes that are concerned in the manufacture. The contiguous sheets are therefore joined together by a portion of the lead of each sheet being melted and run together by running the hot flame from a blowpipe slowly along the junction. This melted metal on hardening (which it does very readily) forms a homogeneous solder of lead itself, and is just as strong and effectual against the action of the fumes as any other part of the chambers.

In these chambers—often 100ft. long by 20ft. wide and 18ft. high, and communicating with each other by wide lead pipes bent twice at right angles, and just protruding through the roofs of two contiguous chambers—sulphuric acid is made by the action of four gases on each other. These gases are—(1.) Sulphur dioxide— SO_2 ,—which is made by roasting either sulphur or pyrites (the mundic of miners) in a suitable furnace. The sulphurous fumes are led by a short flue into the first of the chambers. (2.) The brown oxides of nitrogen. These are made in a small iron pot containing Chili saltpetre and sulphuric acid, the pot and contents being heated by the heat of the sulphur-furnace, on a ledge of which it is placed so as to have the hot sulphurous gases streaming over it. These nitrous fumes pass into the lead chamber with the sulphurous fumes. (3.) Oxygen. This gas is supplied by the air that feeds the sulphur in the sulphur furnaces. Part of the oxygen of the air is of course used up in burning the sulphur, and the rest of it goes into the chamber with the other fumes. (4.) The last requisite is steam, which is projected into the chambers at various points from a boiler. The steam from the boiler is led in a 4in. pipe round outside the chambers, and from this pipe smaller branch-pipes project just in through the lead walls of the chambers, delivering the steam in such quantities as may be required.

The action on each other of these four gases, which results in the formation of sulphuric acid in these lead chambers, is something of this kind: (a) The sulphur dioxide— SO_2 —has room for another atom of oxygen, which would make it sulphur trioxide— SO_3 ; but it is not disposed to take that extra atom of oxygen from the atmospheric air in the chambers; (b) the brown nitrous fumes, however,— NO_2 and N_2O_3 —have each one atom of oxygen that they can easily spare. They therefore pass this oxygen over to the SO_2 , as shown by the equations,—

- $\text{SO}_2 + \text{NO}_2 = \text{NO} + \text{SO}_3$.
- $\text{SO}_2 + \text{N}_2\text{O}_3 = 2\text{NO} + \text{SO}_3$.

The sulphur trioxide thus formed has a most intense attraction for water in any form, and therefore instantly unites with the steam in the chambers, forming with it sulphuric acid by the equation,—

- $\text{SO}_3 + \text{H}_2\text{O} = \text{H}_2\text{SO}_4$.

The sulphuric acid, H_2SO_4 , thus produced, being heavy, falls on to the floor of the chamber, and mingles with the cold water there. Meantime, the oxide of nitrogen (NO) formed by the surrender of oxygen by the brown fumes, as shown above, takes another atom of oxygen from the air:—

- $\text{NO} + \text{O} = \text{NO}_2$,
- and $2\text{NO} + \text{O} = \text{N}_2\text{O}_3$,

thus becoming brown again, and ready to hand over the newly-picked-up oxygen to sulphur dioxide; and so the thing goes on, sulphur dioxide always pouring in from the sulphur-furnaces, perpetually taking oxygen from the brown fumes, and then uniting with the water sent in as steam. The excess of fumes passes from the first to the second chamber by the wide pipe connecting them through their roofs, and from the second to the third, so that there may be ample time and room for all the fumes to complete the formation of acid. The sulphuric acid

is allowed to accumulate on the floors of the chambers until it is pretty strong, containing about 60 per cent, of acid and 40 per cent, of water. It is then drawn off by a leaden siphon-pipe as "chamber acid," in which condition it is strong enough to be used for many manufacturing processes. The chamber acid is brought up to a strength of 76 per cent, in leaden pans heated either below or above, the heat driving off part of the water in the form of steam, and leaving the acid itself behind in the pans. The acid thus strengthened to 75 per cent, is known in the trade as brown oil of vitriol, and labelled B.O.V.

To get the pure, strongest acid—the real oil of vitriol, containing 98 per cent, of acid—glass retorts or platinum stills are employed, as any of the cheaper metals—iron, lead, copper, silver, &c.—would be attacked and destroyed by the hot strong acid. In these distilling processes it is the water that is evaporated off and passes away, the sulphuric acid itself remaining behind in the stills.

This is just the opposite of what takes place in the distillation of alcoholic liquors, when it is chiefly the spirit that is evaporated off—the water mainly remaining in the stills.

The strong sulphuric acid or oil of vitriol thus made is a heavy oily liquid, nearly twice as heavy as the same bulk of water. It is about the strongest acid known, dissolving and destroying all the common metals except gold and platinum, charring wood, paper, leather, and all kinds of clothing materials, cottons, linens, woollen goods of every kind and quality; burning and charring the flesh of animals, and dissolving even their bones; breaking up sugar by separating out its charcoal from the elements of water, and appropriating the latter to itself. These and many other wonderful things this most powerful of acids does rapidly and silently, ever leaving destruction in its path. But this very power is, when properly applied, a source of incalculable benefits to the human race.

The visit of the lecturer and his students to the Burnside Chemical Works had a threefold object: First, to see the manufacture of sulphuric acid itself; second, to see the application of that acid to the manufacture of muriatic acid (spirits of salt) and nitric acid (aqua fortis), acetic acid, ammonia, and superphosphate, all carried on at Kempthorne, Prosser, and Co.'s chemical and manure works; and third, to see through the freezing-works, with its cold chambers and powerful air-compressing machinery.

The class mustered at Burnside to the number of about sixty members, including twelve lady students. Several of them had come long distances for the occasion, getting up at 4 o'clock in the morning, starting for the railway-station at Clinton, Lawrence, or Palmerston at 5 o'clock to catch the early train at 6 to 6.30, reaching Dunedin any time between 10 and 12, and getting back to their homes again between 7 and 10 p.m. This is the usual Saturday programme of several of the members of this chemistry class. They were received and heartily welcomed by Mr. Smith, the manager at the chemical works, who proceeded at once to guide them through the various departments under his control. The lead-chambers here are three in number, 40ft. long by 14ft. wide and 12ft. high. There are four sulphur-furnaces, all contained in one piece of firebrick masonry, and fitted with sliding iron doors that can be adjusted so as to regulate the admission of air, much or little at pleasure, according to the requirements of the chambers. All the furnaces unite their gaseous sulphurous load in one common flue, along which they pour it into chamber No. 1. Exposed to these hot blue fumes the nitre-pots emit their deadly brown vapours, which are carried along with them into the chamber, there to mingle with the steam hurled in at various points from the boiler alongside. The air in the building outside the sulphur-furnaces is not at all uncomfortable, notwithstanding the deadly nature of the operations within. The sulphur burned is now got from the Tarawera volcanic hot-springs district, the Sicily importation having stopped some time ago. The nitre for the pots is the Chili saltpetre (nitrate of soda), which is cheaper than ordinary potash-saltpetre, and yields more gas, weight for weight. Here nothing is wasted, the refuse of these saltpetre-pots being utilised afterwards for enriching some of the bonedust with soluble sulphate, and for rendering part of the bones themselves soluble. From the lead chambers they saw the acid led down in a leaden pipe to the platinum still. This still, made of one piece of pure platinum, is 4ft. long by 1ft. or 18in. wide, and is heated beneath by the flames from the furnace over which it is built. The water is expelled in vapour, and the strong acid is perpetually flowing out through a platinum siphon into a second smaller reservoir, from which it runs through a platinum tube into a cooler surrounded by cold water, and is thence conveyed in a perpetual, steady, slender, oily stream into the 3-gallon stone-jars, ready for use or for the market. The platinum still and appliances must have cost over £1,000, and would be worth now nearly double that sum, owing to the recent large rise in the price of that metal.

The next department visited was the muriatic-acid and nitric-acid plant. Here was to be seen, though not in operation on this particular day, the cast-iron pan which receives the common salt from which the muriatic acid is to be made. This pan is built into the masonry of a furnace in such a way that the flames will strike the bottom of it in a uniform manner. Strong sulphuric acid is led into the pan by a leaden pipe, and poured in a thin stream—slowly at first—over the salt. Chemical action of a very vigorous kind instantly is set up at the first contact of the acid with the salt; dense volumes of heavy grey muriatic-acid vapour are produced, and pour out through the pipe leading into the Woulffe's bottles placed in series alongside. These Woulffe's bottles have a

capacity of 5 or 6 gallons. Each of them is about two-thirds full of clean cold water to begin with, and each of them has two necks. Through one neck—that nearest the furnace or pan—the delivery-tube conveying the fumes passes down into the cold water, and there delivers its muriatic-acid vapours. The vapour is condensed and dissolved by the water as fast as it comes in. This goes on for some time till the water in that first Woulffe's bottle is nearly saturated with the vapour, and then it begins to rise through the water into the roof of that bottle, whence it is led by another pipe (which just protrudes through the second neck) away into Woulffe's bottle No. 2. This, in its turn, gets charged and saturated with the muriatic acid, and the excess of the gas is in like manner passed into the third and fourth, and so on up to the twelfth Woulffe's bottle, the contents of each becoming converted into the "hydrochloric acid" or "muriatic acid" or "spirits of salt" of commerce. The cold water in these Woulffe's bottles absorbs five hundred times its own bulk of the acid fumes, and, when fully charged, contains about 40 per cent, of that acid.

The same plant serves, after a thorough cleaning-out, for the manufacture of nitric acid, or spirits of nitre, using in this case saltpetre instead of common salt, and leading the acid fumes into Woulffe's bottles containing only a very small quantity of cold water, or none at all.

The equation for making muriatic acid is—

- $2\text{NaCl} + \text{H}_2\text{SO}_4 = \text{Na}_2\text{SO}_4 + 2\text{HCl}$;
which reads: 117lb. of salt heated with 98lb. of strong sulphuric acid will yield 142lb. of salt cake and 73lb. of pure muriatic-acid gas. This would make 180lb. of the strong fuming muriatic acid of commerce.

For nitric acid the equation is—

- $2\text{KNO}_3 + \text{H}_2\text{SO}_4 = \text{K}_2\text{SO}_4 + 2\text{HNO}_3$;
- or, $2\text{NaNO}_3 + \text{H}_2\text{SO}_4 = \text{Na}_2\text{SO}_4 + 2\text{HNO}_3$ —
202lb. of common saltpetre (KNO_2), or 170lb. of Chili saltpetre (NaNO_3) yielding 126lb. of pure fuming nitric acid.

The visitors turned their attention next to the acetic-acid plant in another part of the works. Here they saw the steam-jacket surrounding and enclosing the still or retort in which the strong sulphuric acid attacks the acetate of soda, driving out the acetic acid in the form of fumes, while keeping the soda to itself. The equation is—

- $2\text{NaC}_2\text{H}_3\text{O}_2 + \text{H}_2\text{SO}_4 = 2\text{C}_2\text{H}_4\text{O}_2 + \text{Na}_2\text{SO}_4$;
meaning that 164lb. of acetate of soda will require 98lb. of sulphuric acid to make 120lb. of pure acetic acid, and leave in the retort a residue of 142lb. of sulphate of soda.

The arrangements and Woulffe's bottles for condensing and collecting the acetic acid are quite similar to those described above for collecting the muriatic acid. They next saw the whole process for making superphosphate of lime—the soluble phosphate of farmers. This manufacture is carried on in large, flat-bottomed, oblong wooden vats, about, say, 12ft. long by 7ft. wide and 2ft. deep. Into these vats is poured first a strong liquid nitrogenous material extracted from bones and other animal matters in another part of the works; over this are poured ten or twelve 3-gallon jars of the strong sulphuric acid already described; and then the bonedust, or guano, or mixture of both that is destined to be converted into superphosphate is delivered by barrowfuls and rapidly shovelled into the acid mixture, and rabbled through the heavy liquid by long-handled large wooden hoes. Immediately the mixture begins to effervesce and give forth clouds of steam and carbonic-acid gas. Very soon it becomes strongly heated by the chemical action of the acid; more and more raw phosphates are shovelled into it. The heat increases, the fumes become intolerable, and a clear space is soon created around the seething, puffing, sweltering vats. In the course of half an hour or so, however, the chemical process is finished; the sulphate of lime absorbs the spare moisture, and the clouds clear away; the air resumes its normal condition of comparative purity; the vats are ready to be discharged; and the superphosphate is hurled away, to ripen in the sheds and to await a purchaser.

The guano and crushed bones before this sulphuric-acid treatment contained their phosphate of lime in its insoluble or tricalcic state— $\text{Ca}_2\text{P}_2\text{O}_3$. The sulphuric acid changed this into the soluble or monocalcic state, $\text{CaH}_4\text{P}_2\text{O}_8$, and there was produced at the same time in the vats a quantity of sulphate of lime— CaSO_4 , which contains sulphur and lime, both soluble; so that now the superphosphate contains three soluble ingredients—namely, *phosphoric acid*, *lime*, and *sulphur*—all of which are required as plant-food.

The action of the sulphuric acid on the insoluble phosphate of the guano or bones is shown thus:—

- $\text{Ca}_3\text{P}_2\text{O}_8 + 2\text{H}_2\text{SO}_4 = \text{CaH}_4\text{P}_2\text{O}_8 + 2\text{CaSO}_4$;
which may be translated thus: 310lb. of insoluble tricalcic phosphate, acted on by 196lb. of sulphuric acid, will make 234lb. of soluble or monocalcic phosphate and 272lb. of sulphate of lime.

It is the sulphate-of-lime part of this manure that dries it up. It is desirable also that there should be a little carbonate of lime in the raw material, so as to furnish enough carbonic-acid gas in the vats to make the whole mass porous and loose in texture, like the sponginess of properly, baked bread, whose openness and lightness are due to the same cause—namely, carbonic-acid gas.

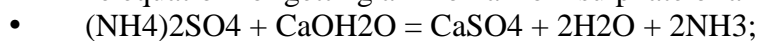
The students were then invited into the ammonia department, where they saw the boiler into which are put the sulphate-of-ammonia crystals and the slaked lime that is to expel the ammonia gas from that salt.

The boiler is an iron one built into a firebrick furnace so that the flames may be equally distributed over the bottom of it. The mixture of lime and sulphate when heated gives off voluminous but invisible vapours of ammonia, along with some steam. These hot vapours are led up into a metallic drum at the ceiling, where most of the steam is condensed to liquid water, whilst the ammonia gas travels on through the pipe that leads from the drum up through the roof, where it takes the form of a spiral coil or worm, which, being kept cold by the air, condenses the rest of the water, leaving the ammonia gas to pursue its way down through the descending pipe into cold water contained in a series of large Woulffe's bottles, similar to those described for the manufacture of muriatic acid. The ammonia gas— NH_3 —dissolves in the cold water just as the muriatic-acid gas does, and the excess of it passes from one Woulffe's bottle to the next till they are all charged and saturated with it.

The water absorbs about a thousand times its own volume of the gas, and, in doing so, becomes heated, and expands till the specific gravity is 0.88. It is then ready for the market as "ammonia fortissima."

The sulphate of ammonia used is got from the company's Auckland works, where it is made from the ammoniacal liquor of the gasworks. The Newcastle coal used at Auckland for gas-making contains more nitrogen than our West Coast coal, and that nitrogen appears in the gas liquor as ammonia in such quantity that it can be profitably extracted.

The equation for getting ammonia from sulphate of ammonia is—



which reads: 132lb. of sulphate of ammonia, heated with 74lb. slaked lime, will produce 136lb. sulphate of lime, 36lb. water, and 34lb. ammonia gas.

A good deal of sulphate of ammonia is used at these works for putting into the manures to raise their percentage of ammonia. This is a most commendable use to make of that salt, as in the state of sulphate the ammonia is not only ready-made, but readily soluble, so that the plants may have the immediate use of it.

An outstanding feature of these chemical and manure works at Burn-side is the fact that, since they make their own sulphuric acid for the manufacture of superphosphates, they can very well be liberal in the use of that necessary material in their vats. Their position—adjacent to the freezing-works and stock saleyards also—is a most favourable one for getting large supplies of blood and bones, and other animal matters rich in nitrogen, for their manufacture.

When the party had had their fill of the chemical and manure works they adjourned to the freezing-works, and were heartily received by Mr. Scott, the manager, who at once put them on a home-footing in the large establishment under his charge. Their first experience there, however, was a very cold one, as Mr. Scott, with a good deal of dry humour, insisted on putting them all, in two detachments, right through the freezers—ladies first. Being under his own guidance, however, lantern in hand, with which several of them were also furnished to help to guide them on their chilly journey, they proceeded with some misgiving into Mr. Scott's polar regions.

As they pursued their shivering way, with sheep, dead and disembowelled, by the hundred hanging hard as iron on each side of them, with the crystalline snow inches deep, hard and glittering in the candle-light, clinging to the walls that narrowed their frozen path, with their very breath freezing into a fine white mist of snow at every exhalation, and with the intimation (which they at first took for a grim joke) that after *doing* the whole long length of this arctic parade they must, in order to get back to the light of day, retrace their freezing footsteps and do it all over again, their state of mind as well as of body may be imagined; it cannot be described. They were haunted, too, by the benumbing dread that some of their number might wander in the darkness and get left behind in these glacial regions. The first detachment (including all the ladies of the party), having emerged into the light and warmth of the outer air, hurried the others, in a very encouraging way, into the cadaverous and blood-curdling labyrinth of frost and snow from which they themselves had just escaped alive. Their safe return, after five minutes' experience of the frozen horror, however, equalised matters, and the whole party were hurried round by Mr. Smith into the engine-room to thaw; and there they saw the throbbing machinery at work compressing the air which by its expansion in the chamber is to produce the searching cold that sends these carcasses across the equator to England safe from the touch of the putrefaction fiend. Mr. Scott very clearly explained the wonderful way in which the heat is squeezed out of the air when, as here, a great volume is compressed into a small space; and how, when this same air (now cold) is allowed to resume its original volume, it demands the native heat which had been squeezed out of it, and, this having now been lost to it for ever, it draws out of all surrounding objects (carcasses, &c.) the heat that properly belongs to them, and thus reduces them to the frozen state in which they are seen in these frigid chambers.

Soda Salts.

OF sodium, there are only two compounds of any interest in agriculture. These are common salt (chloride of sodium, NaCl) and Chili saltpetre (nitrate of sodium, NaNO₃).

Both sodium and chlorine are found in the ash of all cultivated plants. Common salt, which is made up of these two elements, may therefore be regarded as part of their mineral food. They may, however, get the sodium from other sources, as there is abundance of this metal in all rocks and soils. The sea is the great storehouse of salt. Every gallon of sea-water contains about 4oz. of it. It is constantly being washed out of the soil by rain-water and out of the rocks by springs, carried thence into the creeks, and away by the rivers into the sea. The sea-water again, by the heat of the sun and the blowing of the winds, is continually being evaporated (rising as invisible gas or vapour) into the air, there forming clouds and descending as rain to levy another contribution of salt for the great sea reservoir. The sea-water is thus becoming richer in salt as time goes on. The same thing is well seen in the great inland lakes of Asia—the Caspian Sea, Lake Baikal, the Dead Sea, &c.—into which rivets flow, but out of which no water goes except by evaporation. Every gallon of water flowing into the ocean itself or into these inland seas contains an average of a grain of salt. It does not therefore require any stretch of the imagination to see that, as salt is always coming in and none going out (the quantity of water always remaining the same), it is merely a question of time when such inland seas will become reservoirs of brine. In this way the sea is continuously sending forth its waters to levy contributions of salt from the land, which it never returns till, by the receding of its waters or by slow elevation, its own bed, with all its spoils, is raised into continents and islands. It was, of course, by this accumulating process that the salt lakes and licks of California, Mexico, Abyssinia, and Australia were formed—namely, by the long-continued inflow of water containing a little salt with no outflow, and the consequent salting and subsequent drying-up of the confined water.

It would not, however, be quite correct to say that no salt ever leaves the sea through the action of the winds. It is true that no salt is carried away by evaporation of sea-water; but there is a mechanical action that returns some of it to the land. It is this: The drifting spray that is lifted off the crests of the waves by high winds consists, of course, of millions of little droplets of salt water, each containing a very small modicum of salt. This spray is swept away on the wind, and, drying up as it goes, each droplet of it leaves a tiny skeleton of salt, which, being porous and light, is wafted up into the air, and away inland, there to descend quietly in calm weather, or to be washed down by the rain. In this way quite-enough salt is supplied to land within, say, 100 miles of the sea. It is well enough known that cattle pasturing near the sea, where the atmospheric salt supplies all their needs, do not require to have recourse much to rock-salt laid for them; while those in the interior of the large continents, beyond the reach of the air-carried salt, will travel many miles to the salt-licks which Nature has there provided.

The function of salt as a manure is not well understood. It is questionable whether as a direct fertiliser it has any value at all. Indeed, in large doses (5cwt. to 8cwt. per acre) it is known to check vegetation, and thus prevent grain crops in rich soil from running to straw and getting laid in wet seasons. For the same reason it is used in large doses for killing weeds; but, of course, it does not stop at weeds, but kills also any plants in the young and tender stage. For killing weeds it should therefore be applied when there is nothing else of any value to kill. It has also a bad name for diminishing the proportion of starch in potatoes, thereby making them waxy instead of mealy. One service, however, it does render, especially when applied to new land just being broken up. The clod or sod of such land contains a good deal of lime, potash, and magnesia in an insoluble state, being combined with silica, and the sodium of the salt liberates these fertilisers and presents them to the plant in a soluble condition. Salt may therefore be said, in this restricted sense, to give potash to plants.

Except for the purpose of hastening the breaking-up of new cloddy land, and destroying noxious weeds, there is probably no part of New Zealand so far from the sea as to require the addition of salt to the soil.

A very different account has to be given of the function of nitrate of soda, or "Chili saltpetre," NaNO₃.

This (as in the case of all nitrates) is one of the forms in which that king of fertilisers, nitrogen, is given to the soil. It is found in immense quantities as a saline deposit spread over a wide area in the tropical rainless districts of North Chili, Peru, and Bolivia, on the western seaboard of South America.

Its origin there is unknown. Probably it is the result of microbe action on the nitrogenous matter of dead fish, seaweeds, and other marine animals and plants in the presence of soda salts, the nitrogen furnishing the nitric acid, and the salts the sodium, of which the nitrate of sodium consists. Such a transformation could not, of course, take place except in a hot, dry climate and on a rich, organic, and saline deposit, under conditions which we can now only guess. The temperature of such a tropical region would just suit the microbe, and the rainless character of the climate would prevent the after-removal of the nitrate by solution.

In these nitrate beds the saltpetre is by no means pure, being associated with from 35 to 70 per cent, of useless salts, chiefly sulphate and chloride of soda. It has therefore to be purified before it is sent into the market. This is done by dissolving it in hot water, and crystallizing out the impurities by boiling down. In general appearance nitrate of soda is not unlike common salt, kainit, and other cheap and less valuable salts. It

would therefore be desirable that the farmer, when he is taking any quantity of it, should get an analysis. The accepted standard contains at least 95 per cent, of the pure nitrate. Anything less than this either has not been properly purified from the crude deposit, or has been adulterated. The most common adulterant is common salt, of which up to 65 per cent, has been found in English samples. There are nearly half a million tons of this salt exported to Europe every year, while the American continent consumes about the same quantity.

As already said, it is for its nitrogen that this fertiliser is valuable. Its formula is NaNO_3 , and it contains 14 parts of nitrogen combined with 23 parts of sodium and 48 parts of oxygen. In other words, 85lb. of it contain 14lb. of nitrogen, 23lb. of sodium, and 48lb. of oxygen. It contains therefore a shade less than $16\frac{1}{2}$ per cent, of nitrogen. Compared with other nitrogenous manures (ammoniacal salts, &c.) it comes out as follows:—

In the case of common saltpetre, however, the value of the potassium, being very considerable, must not be overlooked in the comparison. Neglecting the sulphur, the other manures named do not contain anything of value except the nitrogen.

Excluding nitrate of potash, therefore, the value of these manures is nearly proportional to the percentage of nitrogen (shown in this table) which they contain. In the case of nitrate of potash, it has to be considered that this salt contains $46\frac{1}{2}$ per cent, or 46* units of potash, and for its potash alone, without considering the nitrogen, is worth about 5s. per unit per ton. The potash of a ton of nitrate of potash, therefore, is worth about £11 10s., besides the value of its nitrogen; and the other nitrogen manures named above have nothing to show as an equivalent for this.

All the leading authorities on agriculture in England, Europe, and America (Lawes and Gilbert, Voelcker, Griffiths, Storer, Stutzer, Märcker, &c.) unite in proclaiming the superiority of nitrate of soda over sulphate of ammonia and muriate of ammonia, all taken in quantities containing the same amount of nitrogen. Such quantities would be 100lb. of nitrate of soda, 78lb. of sulphate of ammonia, 63lb. of muriate of ammonia, as each of these contains $16\frac{1}{2}$ lb. of nitrogen.

The agricultural authorities named have published as the results of field experiments in favour of nitrate of soda that (1) in dry weather and on dry land it is better than sulphate of ammonia for all crops; (2) that it is a specially good manure for barley and potatoes; (3) that it reduces the organic matter of raw soils more rapidly than any of the ammoniacal salts, thereby enriching the land with organic nitrogen in an available form; (4) that it takes particularly kindly in connection with guanos, bonedust, and other insoluble phosphates; (5) that it does not tend to exhaust the soil by forcing out of it too much mineral matter, inasmuch as the stimulated growth is at the expense, not of potash, phosphoric acid, and lime, but of nitrogen, which itself supplies to the soil and procures by decomposing dead roots and other useless plant *debris*. To these good points should be added—(1) that for supplying nitrogen on limestone soil it should always be used instead of ammoniacal manures, since limestone expels ammonia from its compounds; (2) that nitrate of soda should not be used in conjunction with superphosphates, since in hot weather the free acid of these would be liable to expel nitric acid from it, thus removing part of its valuable nitrogen.

Dr. Stutzer, writing on "Nitrate of Soda as a Manure," and quoted by Dr. Griffiths, summarises the results of hundreds of experiments performed by different scientific agriculturists in England and on the Continent by saying that the crops most benefited by it are—(1) the cereals (wheat, oats barley, &c.); (2) rape; (3) beets and potatoes; (4) meadow grasses; (5) leguminous plants, such as clover, peas, beans, lucerne, &c.; (6) linseed.

Dr. Griffiths, in his "Treatise on Manures," gives the following results of field experiments to show (1) the merits of nitrate of soda as against the ammoniacal salts, and (2) the advantage of applying the nitrate in instalments as a top-dressing, instead of all at one time:—

These experiments were tried on one acre of land in each case. The wheat land is described as clay-land of good quality; the potato-land as sandy loam; and the clover-land is not described.

In looking at these results, one is struck with (1) the comparative failure of nitrate of potash all through; (2) the marked success of the nitrate of soda against all competitors; (3) the very pronounced advantage of applying the nitrate of soda in instalments instead of putting it on, as is usually the practice, at once with the seed.

The lecturer did not know why Dr. Griffiths did not give to each competing acre the same quantity of nitrogen in these trials. The nitrate of soda contains 27.5lb. of nitrogen; the nitrate of potash, 31.1lb.; the sulphate of ammonia, 23.7lb.; and the muriate of ammonia, 29.3lb. It may have been the market price of these manures that guided him—putting on the same market value of each—but it would, he thought, have been more satisfactory had he used in the manures tried against each other the same fixed quantity of nitrogen, which was really the subject of his experiments. To rectify this, instead of putting on 2cwt. of nitrate of potash and 1cwt. each of sulphate and muriate of ammonia against his $1\frac{1}{2}$ cwt. of nitrate of soda, he should have applied 200lb. of nitrate of potash, 130lb. of sulphate of ammonia, and 105lb. of muriate of ammonia, for these are the quantities that contain the same amount of nitrogen as $1\frac{1}{2}$ cwt. (168lb.) of nitrate of soda.

Potash Salts.

A HIGH value is justly put on the manurial salts of potassium. These rank on a slightly higher level, in this respect, than even soluble phosphate of lime, and are exceeded only by the nitrates and the salts of ammonia. Potash is contained in all soils, ranging from two parts in 1,000 to two parts in 100. The rocks of our mountain ranges contain it in still more abundance. Some of the felspars contain as much as 16 per cent, of this compound, the micas from 1 to 3 or 4 per cent., and the basalts and trachytes of Dunedin, Otago Peninsula, Banks Peninsula, and of Lyttelton about 3 per cent. It is, of course, contained in the ashes of all the cultivated plants, and is therefore required for their food.

The proportion of potash in the ash indicates the kinds of plants that need it most, and will guide the farmer in its application.

At the same time it should not be overlooked that the amount of it already in the soil varies widely, so that it may often happen that money is spent on potash (kainit, &c.) which is put on land that already contains an ample supply of that ingredient. Only an analysis of the soil will show in the case of potash, as well as everything else, what ingredients are abundantly there already, and what require to be supplied to make up for its deficiencies and strengthen the weakest link in the chain.

The following may be taken as representing the amount of ash and of potash in the more common crops—wheat, oats, barley, potatoes, turnips, mangels, clover hay, peas, and beans:—

For milk it would work out this way: Suppose one cow yields 800gal. of milk per annum, weighing, say, a little over 8,000lb. This would give 68lb. of ash, including 16lb. of potash. These results show at a glance that root-crops—turnips, mangels, and potatoes (including, though erroneously, potatoes among roots for the present)—require a great deal of potash, and would rapidly remove that constituent from the soil. Potash should therefore figure well in special manures for these crops. Next to root-crops we have the leguminous crops—peas, clovers, beans, lucerne, lentils, &c.; and after them the cereals—wheat, oats, barley, maize, and other grain-crops, all of which still require potash, and remove it from the soil. In dairying also we send away potash as well as phosphorus and lime in the milk and the cheese. The very highest English authorities, Lawes and Gilbert, gave potash as the specialty for leguminous plants, phosphates for turnips, and active nitrogen (nitrates and ammonia salts) for grain.

The sources of potash for manures may be summarised as follow: (1) Wood ashes, (2) common saltpetre or nitrate of potash, (3) muriate of potash, (4) sulphate of potash, (5) kainit, carnallite, and sylvin, all derived from the Stassfurt deposits in Prussia, and (6) carbonate of potash, derived from various sources.

Concerning each of these a few words of explanation will be required.

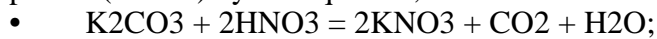
Wood Ashes.—Not only do plants vary widely as to the quantity of ash they yield, but even in the same plant there is quite as great a difference in the amount as well as quality of the ash got from various parts of it. The leaves, roots, and branches, for example, yield, weight for weight, at least ten times as much ash as the heartwood. The ash of young plants, also of shrubs (and, indeed, of all small plants), and of the leaves, roots, bark, and branches of trees, is richer in potash than that of hard, large timber.

The amount of ash, taking plants in the average, may be put as probably 1½ per cent.: that is, 100 tons of mixed timber, of all sizes, will yield one ton and a half of ashes. Wood ashes contain from 5 to 15 per cent., or an average of, say, about per cent., of pure potash. The ashes of 100 tons of timber, therefore, may yield about 2½cwt. of that fertiliser. From sawdust, looking at its origin, we would not expect quite so much potash as this. Of course, when bush country is burned, or a considerable proportion of the branches and crops of the trees are allowed to decay on the ground, there is a very valuable contribution of potash, and sometimes of phosphates and lime, made to the surface soil, brought from below by the far-reaching roots.

It is in the form of carbonate of potash (K_2CO_3) that this valuable nutrient is found in the ashes. It is quite soluble in water, and therefore instantly available for plant-food. This high degree of solubility, however, is often the cause of its speedy removal from the hard sloping surface of the land by rain-water washing it away into the creeks and off to the sea. It would be very desirable, therefore, to grub-hoe or break up somehow the burnt land at once and lay it down in grass, so as to get the first benefit of the fertiliser, and get it into the soil. Besides supplying directly potash food for plants, wood ashes have a valuable chemical action on the soil itself, by which they liberate lime and magnesia, and even potash, from clay, and thus render these constituents available to the growing plants. The carbonate of potash in the ashes also neutralises the very objectionable low acids in damp soils (humic, geic, ulmic acid), and thus warms and sweetens cold, sour lands after a wet winter and a late spring.

Saltpetre or Nitrate of Potash (KNO_3).—This manure, valuable both for its potash and nitrogen, is found in large quantities as an efflorescence in the soil in India, Egypt, Arabia, and other hot countries, especially in the neighbourhood of the old cities and populous villages. Its origin is due, again, to the action of the microscopic

microbes for ever working in the dark on the huge mounds of household refuse, ashes, dead nitrogenous animal and vegetable substances, and excrementitious matters that had been accumulating in such places for probably thousands of years. Their action is to convert the nitrogen of such substances into nitric acid (HNO₃). This acid then attacks the carbonate of potash (K₂CO₃) which it finds in the ashes, and at once converts it into nitrate of potash (KNO₃) by the equation,—



which means that 138lb. of carbonate of potash acted on by 126lb. of nitric acid will yield 202lb. of saltpetre, 44lb. of carbonic-acid gas, and 18lb. water. When the next wet season sets in the saltpetre thus formed will be dissolved by the rain-water, and carried down into the soil as far as the water percolates. At the end of the rainy season, then, the soil will, over a considerable area, be charged with saltpetre in solution; and when the dry weather sets in, and the soil, having dried to some depth, becomes full of small cracks and tubes and pores and openings, the underground water (charged, as explained above, with saltpetre in solution) will rise through these tubes and openings by capillary action, and, on reaching the surface, will dry up by the heat of the sun, leaving a small contribution of saltpetre where it disappeared.

There is a whole caste of native Indians whose sole occupation it is to search out patches of rich soil impregnated with these white crystals of saltpetre. They dig out the fat earth so charged, rub it up with hot water in wooden tubs to dissolve this salt, using the same water over and over again till it has as much saltpetre as it can hold in solution. The sediment is then allowed to settle; the clear liquid is decanted off and boiled down, or evaporated in shallow vessels by the heat of the sun, till, on cooling, the saltpetre in it crystallizes out. If intended for manure, it is now ready for the market; but for making gunpowder and nitric acid it has to be purified by resolution and recrystallization repeated a number of times.

In France, Belgium, and Sweden, and in some parts of Germany, since the time of the first Napoleon, when England cut him off from getting supplies of that ingredient of gunpowder from India, saltpetre has been made artificially in what are called the nitre plantations of these countries. These are simply mounds of rich loam mixed with offal and other dead nitrogenous animal matter, wood ashes, and lime. These mounds are protected from rain (which would dissolve out the nitrates) by a loose, open roof or shed, which, however allows the air free access. They are watered from time to time with stable runnings and similar putrefying nitrogenous liquids, and turned over occasionally to expose all parts to the action of the air and the liquids.

These mounds, it is now known, become the homes of countless millions of the nitric-acid microbe (which is the real nitre-maker) working in the dark, feeding on the nitrogen, and converting it into nitric acid, which then unites with the lime and the potash present, converting them into soluble nitrates. These heaps are then treated for the recovery of the saltpetre just as the saltpetre Indian treats his white and grey patches of nitre soil as already described.

Stassfurt Potash Salts.

ABOUT fifty years ago strong brine was brought to the surface when boring for rock-salt at Stassfurt, in Prussia. The bed of rock-salt itself—a large one—was duly reached; and in carrying out the necessary works-boring, shaft-sinking, tunnelling, &c.—for exploring and developing the rock-salt mine the discovery of potash and magnesia salts, lying in great quantity geologically above the rock-salt, was made. This was the beginning of the greatest saltworks and potash industry in modern times. Little importance was at first attached to this discovery: indeed, as it was rock-salt (chloride of sodium) they were seeking, anything else was looked on as an impurity. By-and-by, however, the value of the potash-salts was recognised, and during the last thirty years a very large industry has gathered around Stassfurt for the preparation of these for the manure market. The salt minerals found in the Stassfurt beds may be put down as (1) common salt or chloride of sodium (NaCl); (2) sylvin or chloride of potassium (KCl); (3) chloride of magnesium (MgCl₂·6H₂O); (4) sulphate of potassium (K₂SO₄); (5) sulphate of magnesium (MgSO₄, H₂O); and lastly, but in small proportion, and well down towards the base of the beds among the common salt, sulphate of lime or gypsum, or, when crystallized, selenite (CaSO₄·2H₂O). It must not be supposed, however, that these six different kinds of salts are lying in the Stassfurt deposit, pure and simple, a layer of one lying above a layer of another, in regular order, without admixture among themselves. On the contrary, the layers are in most cases of complex composition, generally containing at least two, often three, and sometimes four or five, or even the whole six, of the salts named above. The contents of these Stassfurt beds point clearly to a marine origin. A body of sea-water of great depth became isolated; and as the water became less and less (gradually drying up by sun and wind), while the amount of salts remained the same, a time came when there was not enough water left to hold the salts in solution. Then, of course, the less soluble salts began to crystallize and fall to the bottom, and there they laid the foundation of the first bed. This crystallization and subsidence of salts went on till the water was all dried up, leaving in its place the solid mass of salts that make up the Stassfurt mineral deposit.

The order in which the salts contained in sea-water crystallize out on boiling it down is virtually the same as found in these deposits. The first crop of deposit is sulphate of lime and then common salt, but the salt has begun to drop out before all the sulphate of lime has been precipitated, so that the sulphate-of-lime sediment contains an admixture of salt, and the salt an admixture of sulphate of lime. Then, after a time, when the common salt is nearly gone, magnesium and potash salts make their appearance, mixed with more or less of the other salts named. Formed in this way, for each bed or layer there is a preponderating ingredient of, say, common salt, sulphate of magnesia, sulphate of potash or chloride of potash, as the case may be, and in the very centre of each bed such salt is in many cases nearly pure.

The thickness and order of these salt beds at Stassfurt are given as follows: First, down below at the greatest depth yet reached it is common salt nearly pure and of unknown depth, the bottom having not yet been reached. This bed contains occasional thin layers of sulphate of lime: and it is expected, reasoning from analogy, that this mineral (sulphate of lime or gypsum) will be the true bottom layer resting on the bed-rock. The next layer, and resting on the pure rock-salt (common salt), is a bed 100ft. to 200ft. thick of rock-salt containing here and there layers of a mixture of the sulphates of potash and magnesia. This potash mixture is put into the market as "polyhalite," and is one of the best potash manures sent out from Stassfurt. Above this there is a bed (90ft. to 100ft.) of "kieserite," sulphate of magnesia (allied to Epsom salts), mixed with "carnallite" (chlorides of magnesia and potash). And lastly, crowning all, and therefore the last deposited because the most soluble, "carnallite" itself, nearly pure. Interspersed in thin layers in this last bed there is also a pure chloride of potassium or "sylvin," KCl; so that the whole formation may be described as a vast deposit of the salts of soda, potash, magnesia, and lime, with chloride of sodium in immense quantities at the bottom, and chloride of potassium in much less quantity at the top, with mixtures of these and other sea salts between.

It is for their potash that these salts are of any value as manures. They are now treated by solution and various boiling-down and crystallizing processes on a very large scale at the Stassfurt works for the separation of these constituents, which are then sent all over the world under various names as "potash manures." Of these, perhaps the best known is (1) kainit. This is a mixture of sulphate of potash (K_2SO_4), sulphate of magnesia ($MgSO_4, 7H_2O$), chloride of magnesium ($MgCl_2 \cdot 6H_2O$), and chloride of sodium ($NaCl$). The sulphate of potash ranges from 13 per cent, to 27 per cent., averaging in good samples about 24 per cent., or 24 units, and worth something like 5s. per unit per ton. (2) Polyhalite, already described, is much of the same character, but contains about twice as much sulphate of potash as kainit, and less or no chloride of magnesium. (3) Sylvin or muriate of potash (KCl) is another of these products, and contains, as sent into the market, from 60 to 98 per cent, or units of chloride of potassium. Though richer in real potash than an equal weight of the sulphate, the muriate is charged with making potatoes waxy by diminishing the proportion of starch in them, and also with (in some cases) injuring young and tender plants in the same way as a large dose of common salt does. For these reasons, though the muriate is the richer in potash, the sulphate (in kainit and polyhalite) is generally preferred.

Carbonate of Potash from Merino Wool.

The washings of merino wool are a curious source of potash, and it is worthy of some notice in a country like New Zealand, where so much merino wool is grown. The unwashed wool contains from one-third to one-half (in some cases, analysed here, nearly two-thirds) of its weight of dried-up sweat or suint or "grease," most of which is dissolved and removed when the wool is washed: that is, 100lb. of raw merino wool contains usually from 40lb. to 70lb. of wool and from 30lb. to 60lb. of grease or suint. The suint itself contains about 50 per cent, of potash salts and 50 per cent, of organic matter; and when the suint is burnt to ashes the ash amounts to half the weight of the suint, and consists almost entirely of carbonate of potash (K_2CO_3) with a small proportion of the sulphate and chloride of the same metal. It is only in France, however, so far as the lecturer knew, that the wool washings have been utilised for this product. The process is something like this:—

1. The wool is washed in the smallest possible quantity of water, the water being used over and over again, till it contains as much dissolved suint as it can hold. This suint water is boiled down to dryness in large iron boilers, and the residue is then converted into carbonate of potash by roasting. In this industry the chief difficulty is in the washing in such a way as to get the water saturated with the suint. This process would be more easily illustrated than described. Imagine a series of square tanks [see diagram] (capacity, say, 200 gallons each) arranged side by side in a row, and numbered 1, 2, 3, 4, 5, 6, 7, 8; No. 8 being placed on a level 6in. higher than 7, No. 7 6in. higher than No. 6, No. 6 6in. higher than No. 5, and so on, each successive tank being 6in. higher than the one next it on the left. Imagine also the one end of an iron tube (1in. wide) inserted into No. 8 1in. above its bottom, the tube being bent so that the other end of it opens into the mouth of No. 7, so that when the water in No. 8 is within 4in. or so of the top it will (being at the same level in the tube) pass over by the tube into No. 7. No. 7 is connected in the same way with No. 6, No. 6 with No. 5, and so on down to No. 1. Imagine, next, a square wooden tub, H, with perforated bottom (bottom pierced with, say, forty or fifty $\frac{1}{2}$ in. holes), containing the wool to be washed, and capable of being raised or lowered into the vats successively by

means of a rope and pulley running on a wire above, and in line with, the row of tanks.

diagram of an aquaduct

This wooden tub with the raw wool in it is lowered into tank No. 1 and there washed. From No. 1 it is raised into tank No. 2, leaving much of its suint in solution in tank No. 1. In No. 2 it is further washed, and so on successively in Nos. 3, 4, 5, 6, 7, and 8, in the last of which it leaves very little of its suint, and from which it is finally withdrawn as scoured or washed wool. Another wooden tub similarly charged with raw wool has been following up the first tub, and another and another, till the tank No. 1—having always got the first and richest contribution of suint from each tub—is saturated, when it is removed and No. 2 takes its place, the other numbers following on and replacing each other in their order, while a fresh pure-water tank becomes the new No. 8, which is always supplied by a tap with fresh water. In this way each tank becomes No. 1 and fully saturated in its turn, and the final dipping of the wool in No. 8 is in clean water; the wool is thoroughly washed, and the suint is all saved in the smallest possible quantity of water. Of course any soft potash soap used with the washing-water would also be saved and reduced to potash salts in this process.

The lecturer had no information as to whether the potash thus saved would, with the high price of labour in New Zealand, pay for its making. There is no doubt, however, that when large wool-washing operations are going on it might be profitable to give the land the benefit of the potash by an inexpensive system of irrigation on to the adjacent grass-paddocks. Of course, other wools as well as merino produce suint, though in much less quantity.

In estimating the quantity of potash removed from the soil by farming and grazing, this source of loss should not be quite overlooked, as all the potash in the suint comes through the grass from the soil.

Another and more prolific source of potash salts (chiefly carbonate) in Europe is the syrupy liquid left after the sugar has crystallized out, in the beet-sugar industry.

The sugar-beet is largely grown in Belgium, France, and many parts of Germany, and would probably thrive well in New Zealand.

Beets take a good deal of potash from the soil. Twenty tons per acre would be a good crop, and would, if burnt, yield about 470lb. of ash, of which about 200lb. would be pure potash. This (see table under "Potash Salts," above) is equal to the potash removed by the same weight of mangels, and exceeds the quantity removed by a good yield of any of the other crops named in that table. The potash contained in the syrupy residues is recovered in the following way: (1.) The syrup is diluted largely with water. (2.) It is then fermented by the addition of yeast. By this process the sugar is converted into alcohol and carbonic acid, while the potash salts remain unchanged. (3.) The liquid is then distilled, and the alcohol, being of economical value, is saved. (4.) The residual liquid is then boiled down to dryness and roasted in an iron pot, the calcined mass or ashes consisting mainly of crude carbonate of potash, but containing also considerable quantities of the sulphates and chlorides. About twenty-five years ago the annual output of potashes from this beet-root residue amounted to something like 10,000 tons. A good deal of potash is, of course, brought up to the surface-soil by old clovers and other long-rooted plants. It is advisable, however, seeing that all the cultivated crop plants remove it from the soil, that some potash salts—such as kainit, carnallite, polyhalite, or saltpetre, or, better still, wood ashes, if they can be procured cheaply enough—should be occasionally administered to the soil, especially with such crops as turnips, mangels, potatoes, beets, and clovers, which are all very partial to that fertiliser.

Lime.

IN the ash of plants is revealed the lime as well as the other constituents of their mineral food. This does not, of course, apply to the nitrogen of plants, which, though it must be reckoned as of mineral origin in the nitrates of the soil and manures, is expelled in the process of burning them.

The quantity of lime in 100lb. of the ash of various plants is as follows: Wheat grain, 10lb.; oats, 3½lb.; barley, 2½lb.; potatoes, 3lb.; turnips, roots 13lb., leaves 35lb.; mangels, 13lb.; clover hay, 20lb.; red clover, 22lb.; peas and beans, 6lb.; green grass, 15lb.

In 100lb. of the ash of milk there is 12lb. of lime. The ash of bones is nearly half lime.

In the soil, however, there are other important functions performed by lime besides supplying directly the lime food of plants. The quantity of lime in the ash, therefore, must not be taken as the only measure of its value as a manure. In the mineral world lime occurs in various states of combination: First, as carbonate of lime (CaCO₃), 100lb. of which when pure contain 56lb. of quicklime (CaO) combined with 44lb. of carbon dioxide (CO₂). In this state it constitutes marble, chalk, coral, calcspar (in which, being crystalline, it is quite pure), limestone of various degrees of purity containing from 20 to 98 per cent, of carbonate, stalactites (those pendent icicle-like masses of carbonate hanging from the roofs of many limestone caves), stalagmites (those accumulations of massive carbonate often forming the floor of these same caves), the shells of molluscs

(shellfish), eggshells, marl (in which it is present in various proportions mixed with clay and other earthy matters), magnesian limestone or dolomite (in which it exists as carbonate of lime mixed or else combined with carbonate of magnesia).

Limestone, however, may be divided into two classes of different value as a fertiliser: (1.) Fossiliferous or sedimentary limestone, such as the Oamaru and Waiholo limestone of Otago, the limestone of the Limestone Plains and Waiau in Southland, and the Forest Hill limestone of Canterbury. This kind of limestone, being of marine origin and fossiliferous, contains phosphate as well as carbonate of lime; and it is this, as well as the magnesia and potash salts which it contains, that gives it additional value. (2.) Lode or vein limestone and marble, stalactites, and stalagmites. These forms of the carbonate of lime were formed out of solutions by the drying up of the water that contained it. They are crystalline and not fossiliferous, and do not contain more than a trace of phosphate, and seldom even that. These are, however, purer or contain a higher percentage of carbonate of lime than do the others, and for this reason they make stronger lime when burnt, will slake more readily, and will act more energetically on the soil. A rich fossiliferous limestone, however, like the Oamaru and Waiholo Gorge stone, is to be preferred for the phosphates, magnesia, and potash which it contains. Fossiliferous stone also often contains nitrogen in some state of combination, due, no doubt, to the organic animal and plant matter that was imbedded in it. Carbonate of lime is easily distinguished from other white minerals by the effervescence or boiling-up which is produced on it by the touch of any of the stronger acids (muriatic acid, nitric acid, or sulphuric acid), and by its ready solubility in any of these. The proportion of foreign or earthy matter (clay and sand) which a limestone contains may be roughly estimated by weighing out, say, 1oz. of it (powdered), and adding dilute muriatic acid (one of acid to six of water) till all effervescence ceases. This dissolves out all the carbonate of lime, leaving the clay and sand undissolved. The examination is finished by pouring the mixture on to a funnel lined with blotting-paper or filter-paper, letting the liquid run through, washing three or four times by pouring water on the residue in the filter-paper, and, finally, burning up the filter-paper and contents and weighing the ash. If an ounce of the limestone give, say, half an ounce of ash it must have contained about half its weight of earthy matter and sand. The difference between the weight of the ash thus got and that of the original limestone gives, of course, the quantity of carbonate of lime in the stone.

Secondly, lime occurs combined with sulphuric acid and water as sulphate of lime or gypsum ($\text{CaSO}_4, 2\text{H}_2\text{O}$). One hundred pounds of gypsum contain $32\frac{1}{2}$ lb. of lime, $46\frac{1}{2}$ lb. of sulphuric acid, and 21lb. of water (not wet water, but water chemically combined with the other constituents of the stone).

There is a good deal of gypsum in the Oamaru district, probably of the same marine origin as the limestone itself; but, as it is easily soluble in water, it has mostly got washed out of the exposed part of the stone, and is now found crystallized into the beautiful glassy mineral "selenite," which has the same composition as gypsum itself.

Gypsum is easily identified by the following characters: Grind it to fine powder, and shake the powder up with water for some time; if gypsum is present this will dissolve a portion of it. Now pour off or filter the solution into two wineglasses, and to one of them add a few drops of ammonia: this will not effect any change; then add a solution of oxalate of ammonia, and there will be a fine white precipitate formed in the glass. To the other wineglass add a few drops of chloride of barium, and a white precipitate will form which will be found to be quite insoluble in dilute muriatic acid. If a mineral answer to these simple tests it must contain sulphate of lime or gypsum. Sulphate of lime, being soluble in water, gets into the creeks and rivers of the districts through which they flow, and its presence is the cause of the worst kind of hardness in such water, being a hardness which (unlike the hardness caused by carbonate of lime) is not removed by boiling the water.

The sulphate of lime in the English Thames is the chief cause of the permanent hardness of the London water-supply, and also accounts for the excellence of the London porter and ale, which require hard waters for their perfection.

The other lime-bearing minerals—scheelite, fluor-spar, &c.—would be out of place here, and the phosphates (apatite, coprolites, phosphorite, sombrerite, &c.) have already been described.

It is necessary to distinguish between five substances all containing lime (CaO) in different states of combination:—

1. Carbonate of lime, as it occurs in calcspar, marble, coral, limestone, marl, stalactites, stalagmites, &c. In all these the lime is present in combination with carbonic-acid gas (CO_2), and hence the name carbonate of lime.

2. Quicklime, or burnt lime, or simply lime. In this state the lime is got by the process known as the burning of limestone in limekilns. From a chemical point of view it is absurd to talk of burning limestone. It is well enough known that limestone will not burn besides, in all cases of burning a union is formed between the thing that is being burned and the oxygen of the air; but in what is called the burning of limestone there is nothing burned but the fuel that heats the kiln and its contents; and, instead of the limestone forming a union with oxygen or anything else, it is a separation that takes place, as the limestone in the process parts with its

carbonic-acid gas, which escapes away into the air, leaving the lime itself behind in the form of quicklime. The equation is—

- $\text{CaCO}_3 = \text{CaO} + \text{CO}_2$; which means that 100 tons of carbonate of lime, when heated red-hot for several days, give off 44 tons of carbonic-acid gas, and leave a residue of 56 tons of quicklime.

3. Slaked lime, or slacked lime, is quicklime combined with water, which has been poured on it in the process of slaking. Quicklime has a strong attraction for water; in uniting with it the water is rapidly absorbed (appearing to an observer to be drying up); great heat is developed, due to the union of the two; clouds of steam are therefore produced, the mass swells up and bursts, flaking off and crumbling away as far as the water penetrates, till, if just enough water has been added, it has all fallen to a fine white bulky powder.

The equation for slaking lime is,—

- $\text{CaO} + \text{H}_2\text{O} = \text{Ca}(\text{HO})_2$ or $\text{CaO}, \text{H}_2\text{O}$.

The molecular weight of quicklime (CaO) is 56, and that of water (H_2O) 18. The equation given above therefore means that 56 tons of quicklime will absorb 18 tons of water, and in doing so will be changed into 74 tons of slaked lime. If these proportions of quicklime and water be strictly observed the slaked lime will be perfectly dry—just as dry as the quicklime itself was before the water was put into it. The water, indeed, will have entirely disappeared. It is no longer wet water, but water chemically combined with the lime. If less than 18 tons of water be added to the 56 tons of quicklime, then the lime will not be all slaked; it will be a mixture of quicklime and slaked lime. If, on the other hand, more than 18 tons of water be added, then the lime will all be slaked, but it will be wet, for all the water in excess of the 18 tons will be there in its condition of liquid water. In "burning" limestone, either for agricultural use or for mortar, one or two points have to be attended to: (a.) The stone must contain a high percentage of carbonate of lime, to begin with; otherwise in the kiln the lime will be liable to unite with the clay and sand to form a kind of slag, which will not slake properly. This slag, too, will form a glassy mass on the outside of the lumps of stone in the kiln, and prevent the carbonic-acid gas from escaping from the interior, and thus the perfect "burning" of the stone will not be accomplished. (b.) The "burning" should be continued long enough and at a high enough temperature to insure the expulsion of all, or nearly all, the carbonic acid, for if this be not effected the parts left "unburnt" will not slake at all, but will remain as hard cores of raw stone, (c.) Again, too high a temperature in the kiln at an early stage of the burning will, if there is sand or clay in the stone, be apt to fuse or "run" the surface, and especially the sharp edges of the lumps of stone, into the glassy slag mentioned above, thus obstructing the free escape of the gas. The temperature should therefore be raised gradually to the full red pitch, and there maintained for a period depending on the size of the pieces of stone, the quantity of it in the kiln, and on its composition. If the stone be nearly pure carbonate (like Oamaru, or the best Waihola limestone), there is not much fear of overheating, as pure lime itself cannot be fused by the heat of the kiln, and there is little else in the best qualities of these limestones to "run" with the lime. Quicklime is tested to detect the presence of "unburnt" carbonate as follows: A pinch of the powder—as much as will lie on a threepenny bit—taken from the very centre of the largest pieces, is put into a wineglass; three times its bulk of water is added, and then muriatic acid (spirits of salt) till the powder is all dissolved; should there be any effervescence or bubbling or boiling-up during the addition of the acid, it is a sign that raw stone is present, and the briskness of the effervescence will be an indication of the quantity of such unburnt stuff.

A question might arise whether a given material is raw limestone or quicklime. This would be tested as follows: A portion of the questionable part of the stone is crushed to small pieces; these are shaken up in a bottle three-fourths full of water, allowed to stand for a day, and then shaken up again and filtered through blotting-paper, or filter-paper, in a funnel; or, instead of filtering, the liquid is poured off clear after the sediment has all settled. If it was "unburnt," or raw stone, the solution will not have any particular taste, as it will be just ordinary water: if, on the other hand, any part of it was in the state of burnt lime, or quicklime, or slaked lime, it will have a faint caustic taste very perceptible, and if the breath be blown through it for two minutes (by inhaling through the nose and exhaling through a piece of hollow straw or other tube let down 3in. or 4in. into the clear water) a white, light, flaky chalky sediment will form in the water; whereas if it were raw stone such sediment would not form under these circumstances. Quicklime exposed to the air gradually slakes itself by drawing the necessary water from the atmosphere; but it draws carbonic-acid gas at the same time from the same source, and, instead of forming pure slaked lime, it will be, after long exposure, a mixture of slaked lime and carbonate of lime, the carbonate part of it being in the same state as it was before being "burnt." Such a mixture is then said to be "air-slaked." Air-slaked lime is not, of course, so caustic, nor so active in the soil, nor so soluble in water as water-slaked lime. It is, therefore, perhaps, safer in contact with tender young plants just immediately after germination than strong caustic lime would be; but its decomposing beneficial action on the soil would be weakened. When small heaps of quicklime are left out on the paddock for many weeks a good deal of it will have reverted or gone back to this raw condition, and much of its energy will be lost. If, on the other hand, it be at once spread on the ploughed land and harrowed in, it will then slake itself by combining

slowly with the moisture of the soil, and the heat that is always produced when quicklime is being slaked will warm the soil itself, and thus provide for the seed a warm bed, which is very favourable to germination.

4. The fourth lime-substance to be considered is lime-water. This is water which has been shaken up with either quick-lime or slaked lime till the water cannot dissolve any more of it. A gallon of cold water will, in this way, dissolve a little more than a fifth of an ounce of quicklime, or about a quarter of an ounce of slaked lime.

5. The fifth modification of lime is "milk of lime," which is nothing else than a mixture of lime-water and slaked lime. It is made by shaking up with water a greater quantity of quicklime or slaked lime than the water can dissolve. The chemical symbols of these five kinds of "lime" are as follow:—

- Carbonate of lime— CaCO_3 .
- Quicklime— CaO .
- Slaked lime— $\text{CaO}, \text{H}_2\text{O}$.
- Lime-water— $\text{CaO}, \text{H}_2\text{O} + (\text{H}_2\text{O})_x$.
- Milk of lime— $\text{CaOH}_2\text{O} + (\text{H}_2\text{O})_y$. (In numbers 4 and 5 the value of y is less than that of x .)

The action of quicklime or slaked lime in the soil may be described under six heads as follow:—

1. It supplies lime to plants directly, as a necessary part of their mineral food.

2. Quicklime decomposes and destroys undesirable accumulations of organic matters, such as the brown masses of vegetable *débris* (composed of roots, stems, leaves, &c., the remains of hundreds of generations of marsh plants) that prove so great an obstacle in the reclamation of swamps. Before applying the lime for this purpose the swamp should first be thoroughly dried by draining, and then the lime should be liberally applied, and at once mixed with the *débris* in the "quick" [*unclear*: o] newly-burnt state. It will now slake itself by taking water from the moisture of the organic matter, and, being a strong caustic alkali, will act chemically on the vegetable matter, disorganizing it, combining with part of it, burning up another part, and laying it open to the oxidizing action of those microbes whose life-work it is in the presence of lime or other alkali to consume organic matter, converting its carbon into carbonic acid and its nitrogen into nitric acid, both of which then combine with the lime, and thus furnish a very valuable contribution to the fertility of soil. Of course, by burning the dried vegetable masses of swamp growth a similar result is more speedily obtained, as the ashes will contain carbonate of potash, which serves in this case as a good basis for microbe-action, just as the lime did in the other case: but here the nitrogen, which is doubtless the most valuable constituent of dead organic matter, is lost by the burning. This burning action of quicklime on organic matter is utilised for the destruction of weeds in compost heaps. The weeds and other garden or field *débris* are collected and built up in alternate layers with lime (weeds and lime time about) into heaps, which, if dry, are then moistened with a sprinkling of water, and left to themselves for some weeks. A strong destructive burning action is soon set up, which rapidly reduces the mixed materials to a fine compost of sweet fertile vegetable mould. In this operation, however, some of the nitrogen will be lost unless the heaps be covered with a loose layer of 6in. or 8in. of damp clay to fix the ammonia that is always produced by such treatment.

3. Another very important chemical effect produced on clay lands by lime—either quick or slaked—is the liberation of potash, magnesia, and phosphoric acid, which are present in the clay in the insoluble, and therefore unserviceable, condition. In releasing these fertilising materials the whole character of the clay itself is changed for the better. If the service of lime is liberal, it loses in a great measure its plastic, stubborn, sticky, hard character, and becomes porous and friable, and thus more amenable to the ripening and pulverising action of the atmosphere, and more accessible to the tender rootlets and root-hairs of plants.

4. Quicklime has a very considerable warming and drying effect on land; the heat being produced, of course, by the spontaneous slaking of the lime by the moisture in the soil itself. In a late spring, after a cold, hard winter, this is a most desirable preparation for the seed-bed.

5. Quicklime or slaked lime also sweetens sour land by uniting with the low acids in the soil (humic, ulmic, and geic. acids, &c.) to which the sourness is due. It is also, for the same reason, in excellent addition in spring to low-lying land that has been for weeks under water.

6. It is claimed for lime, also, that it is very destructive to grubs, and the fungi that cause smut and rust in grain; and it has now been quite established by field experiments that it is the specific for finger-and-toe in turnips. It is not known whether the action of the lime in this last case is to neutralise the acids favourable to the finger-and-toe growth, or, by its caustic quality, to kill the fungus that causes the evil. In either case a dressing of slaked lime is strongly to be recommended for turnips on low-lying rich lands. Superphosphate is an acid manure—the very opposite of lime in that respect; and, if it is found that turnips manured with that fertiliser on dampish low lands are addicted to finger-and-toe, the lecturer would advise a trial with guano or bonedust, with or without lime, instead of the super. Besides all these benefits brought to the land by lime, it is justly claimed for it that it improves to a marked degree the quality of all the crops—grain, pasture, roots, and especially barley for malting purposes. It also hastens them on to maturity, and thus procures an early harvest. Indeed, it would be difficult to say too much in praise of lime as an improver of the soil. Even raw lime ground to

powder, and scattered broadcast on the surface, would in the limeless districts of Otago and Southland have a very marked beneficial action on the soil. The whole district from Palmerston to the lower end of Waihola (with the exceptions of the belt of limestone that crosses from near the Camp on the Peninsula across the bay and the Green Island-Caversham belt), as well as all the country from Invercargill to Balclutha, is badly off for lime in the soil. Not, altogether, that there is a total absence of lime, but that what there is—and it is not much—is so combined with the silica in the clay as to be unavailable. With such splendid agricultural lime in such abundance along the railway-line at Waihola and in the Totara-Oamaru district, it is very provoking that the lime-starved lands between Edendale and Balclutha should not get the benefit of it. The lecturer suggested that, since the prosperity of the country is so much bound up with the success of its farming and grazing pursuits, the Government might, to the advantage of everybody, secure one or more blocks of good limestone country beside the railway, erect limekilns, and burn the limestone in quantities equal to the requirements of the country, or even get the stone ground to fine powder (without burning it at all), and distribute it to farmers at cost price along the line whenever there are trucks otherwise empty passing that way.

A farmer within this district could not, the lecturer believed, spend money more advantageously for the immediate and permanent improvement of his land than in procuring an abundant supply of lime—burnt if it can be had cheap enough, or unburnt and pulverised to the state of fine powder if the other is beyond his reach. Of course, this could not be done adequately without very great reduction in railway freight and the lowest possible first cost at the limeworks, to be arranged in some way by Government with the vendors, who, of course, have a perfect right to get the biggest price they can for their goods. It cannot be done, of course, without Government action in some form or other. In the meantime, travelling by rail from Oamaru to Invercargill, we have to look at our cultivated lands starving and hungering for lime, and to gaze vacantly and hopelessly at the rich interminable deposit of lime, lying ready and waiting for them, but unattainable, owing to the high price of the lime and the cost of conveying it where it is so badly wanted. A generous tariff in this matter of lime would, in increased products, repay to the country the cost of thus improving the land. Dr. Griffiths, in his "Treatise on Manures," 1892, gives the following rule for applying periodic dressings of lime to soils: "For heavy soils, use caustic lime; for light soils, use carbonate of lime; for soils rich in organic matter, use caustic lime; for soils poor in organic matter, use carbonate of lime."

Dr. Griffiths's "caustic lime" is what we call slaked lime, and his "carbonate of lime" is, of course, raw limestone. Gas-lime—the lime which has been used for purifying coal-gas at the gasworks—is another kind of lime-manure. Its value is very varied, according to the proportion of its constituents. Sometimes, indeed—when it contains much sulphite and sulphide of lime—it is positively injurious to plants. Free exposure to the air, with an occasional turning-over to bring up fresh surfaces, will gradually remove this poisonous quality, by oxidizing the injurious compounds named into sulphate of lime, which is to some degree beneficial, and (like the poisonous compounds) soluble in water. Gas-lime also contains a considerable proportion of slaked lime, ranging from 12 to 40 per cent.; and this portion of it does not differ in any way from ordinary slaked lime. After exposure to the air till all the sulphite and sulphide have been converted into sulphate, there will be from 15 to 40 per cent, of that salt present. The manure in this state should have a market value of, say, 1½. per unit for its slaked lime, and 2d. per unit for its sulphate, thus making up a value ranging from 5s. to 10s. per ton at a short distance from the farm. It is obvious, however, that this form of manure would not stand much expense in carriage.

In recounting the benefits of lime, either as carbonate or slaked, in small quantity, and well distributed in the soil in the latter case, we must not overlook the very important part that it plays in affording a *nidus* to the nitric-acid microbe and other acid-producing fermentation microbes. To the action of these microscopic organisms is due the production of the nitrates of the soil. Their raw material is the nitrogenous organic matter, chiefly plant *débris*. The nitrogen contained in this would lie dormant in the soil if it were not for the labours of these minute germs. It is their function to convert it through two, or perhaps three, stages into nitric acid; but they cannot do so unless the nitric acid at the moment of production gets some basic or alkaline substance with which to unite, so as to neutralise itself. Such a substance it gets in lime—nitrate of lime—a valuable fertiliser being the result of the union. In the absence of lime, or conjointly with it, a weak salt of potash, such as the carbonate of wood ashes, would serve the same purpose, nitrate of potash being formed in this case. In a former lecture the formation of nitrate of potash in the soil in some parts of India, Syria, Egypt, and other warm old populous countries was accounted for by this kind of microbe action on dead nitrogenous matter in the presence of these alkalies.

Magnesia in Soil, Plants, and Manures.

MAGNESIA is an essential, though not an abundant, constituent of all the cultivated plants, and therefore is a

necessary ingredient of fertile soils.

The proportion of this compound in the more common crops may be tabulated as follows:—

In 800 gallons of milk (the yield of a good cow during the year) the ash is about 68lb., of which 2lb. is magnesia; and the ash of maize and of rice contains about 11 per cent, of magnesia. Magnesia is thus seen to be a "specific" for potatoes, mangels, and pastures, and all "special" manures for these crops should always contain it in some soluble condition.

In the case of the cereals—wheat, oats, barley, &c.—in is in the grain chiefly that the magnesia is found, whilst in root-crops—turnips, mangels, &c.—the leaves (weight for weight) contain more of it than the roots.

The soil of Otago and Southland, from its origin in the *débris* of the mica-schists of our mountains, in the basalts of Dunedin and Orepuki, the limestone of Oamaru, Waihola, and Southland (all of which contain a very appreciable proportion of magnesia), has plenty of this mineral ingredient in one form or another. It is, however, one thing to have magnesia in the insoluble state in which it exists in the silicates of our mica-schists, and another thing to have it in a state in which rain-water and the moisture of the soil can dissolve it for the use of plants.

The soluble compounds of magnesia which are found in manure mixtures are the sulphate and the chloride, the former of which is well known as Epsom salts, and both of which are abundantly present in all the Stassfurt mineral manures. Of these, kainit, although valuable mainly for its 24 per cent, of potash salts, contains about an equal proportion of magnesium salts. Carnallite also, another of the Stassfurt products, contains usually about 34 per cent, of the chloride of magnesia; and poly-halite the same proportion of the sulphate of that metal. One hundredweight of any of these Stassfurt manures per acre will therefore supply sufficient magnesia for a large crop of wheat, oats, barley, or turnips, while 2½cwt. or 3cwt. will be required per acre for mangels, potatoes, or clover hay. By the slow breaking-down of stony materials in the soil—the disintegration of the micas, the crumbling of the basalts and the lime-stones—there is always a fresh accession of magnesia liberated and converted into carbonate, which dissolves in the soil-waters; and thus crops get constant contributions of this ingredient in a natural way. The magnesia of limestone (Oamaru and Waihola limestone contains a good supply of it) is in the form of carbonate, soluble easily in carbonic-acid water; and the lecturer did not think there is any need for applying magnesia mixtures to soils thus derived. There is, indeed, quite enough magnesia in these limestones to supply all the requirements of land which has an occasional application of lime—slaked lime—from either of these formations. There is in England a long-standing prejudice against the direct application of magnesium salts, unmixed with any other manure, to the soil. Some recent experiments give some grounds for this prejudice, as it has been found that a solution of such salts applied in large quantities rapidly impairs the growth of plants, and even kills them, by some unexplained action on their roots. It is therefore deemed advisable, when the soil is deficient in magnesia, to supply the defect by a mixture of one or other of the Stassfurt minerals with guano or superphosphate of lime. A sprinkling of any of the Stassfurt salts (kainit, &c.) would, on account of its magnesia, be a good means of arresting and fixing both the phosphorus and nitrogen of stable runnings and other putrefying nitrogenous liquids about a farmyard.

Such liquids produce ammonia, which, without some means of fixing it, evaporates away into the air. The magnesia now steps in and unites with any phosphoric acid present, and also with the ammonia thus produced to form an insoluble compound of a very fertilising nature, containing, as it does, both phosphorus and nitrogen.

Iron as a Manure.

It had long been universally believed that iron in its lower states of combination (*ferrous* salts) is injurious to plants; while in its more highly oxidized compounds (*ferric* oxide and *ferric* salts) it was supposed to be, in moderate quantities at least, comparatively harmless. Recently it has been discovered by practical experiments that the green granules that constitute the green colouring-matter (chlorophyll) of leaves, and that, under the action of light, play so great a part in the elaboration of plant-material from the carbonic-acid gas and the atmosphere, cannot grow without both iron and potash, no matter what abundance there may be of soda, lime, phosphorus, magnesia, and every other kind of mineral food, with all the best conditions of light, warmth, moisture, carbonic acid, and every other requisite of plant-growth.

Without iron, therefore, chlorophyll will not grow, and the leaf will not be green; and without chlorophyll there will be no starch, nor sugar, nor cellulose, nor any useful plant-substance, and the living plant will rapidly sicken, turn pale, and die. Of this essential element, however, a very little goes a long way. Analysis of the ash of cultivated plants brings out the following proportions: 100lb. of the ash of the following substances contains metallic iron as follows:—

These are small quantities, but they play an essential part in the economy of the plant—a part that, as stated above, cannot be performed by any substitute. From an inspection of the table given above it is seen at a glance

what kinds of vegetable food are best suited for supplying iron to the human system when there is supposed to be any deficiency of that element in the blood.

The quantities of each of the substances tabulated required to furnish the 100lb. of ash must not, however, be overlooked in this consideration; they are approximately as follow:—

Although the fact of the presence of iron in plants has been long known, and its absolute necessity for plant-growth recognised, it has been reserved for Dr. Griffiths to prove by field experiments during the last ten years or so that in many cases one at least of its salts is a valuable manure.

The salt he experimented with is the sulphate of iron (sold in the shop as copperas or green vitriol). Its symbol is $\text{FeSO}_4, 7\text{H}_2\text{O}$, containing in 100 parts 21 parts of iron, 37 parts of sulphuric acid, and 42 parts oil water, all chemically combined into the green crystals, which have an astringent taste and are very soluble in water.

Up till the time when, about ten years ago, Dr. Griffiths made his experiments these green crystals were supposed to be injurious to vegetation. They contain the iron in the lower state of combination as a ferrous salt, which had long ago got a bad name; and there is still considerable hesitation in accepting the favourable results of the practical field-experiments of Griffiths and of numerous practical farmers and agricultural experts both in England and on the Continent on this subject.

The crops experimented with included wheat, beans, potatoes, turnips, mangels, beets, meadow-hay, tobacco, and cabbages; and on all of them a dressing of sulphate of iron, it is claimed, had a most marked beneficial effect, always in point of quantity of product, and in many cases also on its quality.

The results Dr. Griffiths obtained in his experiments on beans with and without sulphate of iron are arranged below in a tabulated form. The plots all contained one acre, and the soil, exposure, seed, and every other condition were exactly alike, except that plot A got a service of $\frac{1}{2}$ cwt. of this green-copperas manure, and plot B got none:—

The 1886 plots had both received the same quantity of the same farmyard manure. To get more information on the subject, and to determine whether the iron of the manure actually entered into the tissues of the plants themselves, Dr. Griffiths burnt to ashes a considerable number of the plants grown on both plots A and B, and analysed the ash.

This revealed the facts: first, that the ash of the entire bean-plants grown on A contained four times as much iron as that of the plants grown on B; second, that there was more phosphorus in the A plants than in those of B; and, third, that the ashes of the beans (seeds) themselves were of quite the same composition in A and B. It was therefore in the straw that the iron had accumulated, and with it the phosphoric acid.

With turnip experiments similar results were obtained—namely, a larger crop with a dressing of $\frac{1}{2}$ cwt. of copperas per acre than without it; and also, as in the case of beans, more iron and phosphoric acid in the ash of the plants—both roots and leaves. With meadow hay the difference was more striking. Two plots (A and B, one acre each, as before, and similar in every way) were manured with the same quantity of farmyard manure, and then sown each with 16lb. of the same grass-seed mixture. When the grass had made its appearance well above ground, A received a top-dressing of $\frac{1}{2}$ cwt. of the iron manure, while B got none. The effect was soon very apparent in the more vigorous growth and deeper green colour of plot A; and, on harvesting, A yielded 3 tons 2cwt. against the 1 $\frac{1}{2}$ tons produced by B. The quality of the hay of A was also better than that of B, the former containing 64 per cent, of food-materials (albumen, sugar, starch, and fat), against the 59 per cent, found in B.

There was here also found to be an increase of iron and phosphoric acid in the manured crop. It is claimed for this copperas manure, also, that it attacks injuriously and destroys moss, with which old pastures are often infested.

The explanation of this destructive action is that, as the mosses absorb a comparatively large quantity of liquid in proportion to their weight, and as the iron-sulphate is rapidly dissolved in the rain and soil water, the troublesome mosses take in with their liquor a great deal of the iron-salt—more indeed than is good for them—the consequence being, when the proportion of iron exceeds 10 per cent, of their ash or mineral matter; that it kills them. It was by analyses of the ash of moss plants thus treated to a solution of copperas, and thereby killed, that this destructive action was fully traced to the iron.

There are many old grass paddocks in Otago and Southland infested with this moss plague that would offer a capital field for experiments in this direction.

With mangels similar results were obtained—32 tons on A against 26 tons on B—and, as with the hay crop, the proportion of food-matter was also higher in A.

With potatoes the results obtained with copperas manure were also very favourable. Three plots, one acre each, were taken—A, B, and C—all of the same quality, and similar in every way. A was unmanured; B got a mixed manure, containing among the other ingredients $\frac{1}{2}$ cwt. sulphate of iron (copperas); C received the same mixture as B, all except the copperas. The same quantity of the same seed-potatoes was planted in each plot, and the results obtained were as follow:—

The increase of iron in the ash of potatoes and other food-plants grown with iron manure suggests a mode of supplying a larger proportion of that metal to the human system, if such increase be at any time required for our perfect health. It is at least quite possible that food grown on new lands, in which the iron of the soil is not yet, for want of the proper cultivation, in a soluble state, may, in some cases, be deficient in iron for food purposes. And here we have a suggestion for supplying in the most natural way conceivable such deficiency if it exists.

With wheat the increase of grain grown with sulphate of iron was very slight—28 bushels against 27 in 1884, and 32½ bushels against 30 in 1885; but it is claimed for the iron manure that the wheat grown with it completely resists the attack of the wheat mildew—"rust." There was also observed an increase of iron in the ash of A.

The lecturer dwelt at some length on this part of his subject owing to the novelty of the information conveyed by the results of these experiments, recorded in Griffiths's "Treatise on Manures." He had, however, no information on the subject beyond what is contained in that handbook, which he strongly recommended to his students and all who are interested in agricultural pursuits.

Silica in Plants.

THERE is a great difference of opinion among agricultural experts as to the part that silica plays in plants. Silica itself—the oxide of an element called silicon—we have in abundance in the rocks and soils of the earth, where it occurs as quartz or rock-crystal. Sea-sand is the same thing (silica), coloured occasionally with oxide of iron, and mixed usually with a small proportion of fragments of shells. It occurs in abundance in all kinds of clay. The common rocks of our mountains—granite, mica-schists, basalts—all the different kinds of clay, and all the soils of our fields contain from 10 to 70 per cent, of silica. Indeed, it may be said that, of all the substances that enter into the composition of our rocks, clays, and soils, silica is the most abundant. There is no need, therefore, for applying silica directly to the soil.

But silica as it exists in sand and in the rocks is virtually insoluble in pure water. It may be, as some botanists suppose, that plants exude from their root-hairs some acid liquid which can extract and dissolve silica from rocky materials in the soil, and thus render it available for plant-food. However that may be, it is well enough known that caustic lime (slaked lime) or wood ashes and ammoniacal and, indeed, all alkaline manures have the property of rendering a portion of the silica in soil soluble. The same function is probably performed also by superphosphates and all other acid manures.

It is in the grasses (oats, wheat, barley, maize, rye, sugar-cane, &c., and the pasture grasses) that silica is found in largest quantities; and it is in the straw of these that it is most abundant. Its functions in the plant are not clearly understood, the general opinion being, however, that it gives stiffness and strength to the stems, enabling them to stand upright, carrying a great weight of grain-bearing head. Some experiments with maize and other kinds of corn crops have proved, however, that these can grow big and strong-stalked and mature, as well as carry a large head, in soil quite destitute of silica, the plants receiving none of that ingredient except from the particles of dust that are floating in the air in which they grow.

Other experiments tried on oats with a dressing of soluble silica have led to the conclusion that it benefits the plant by enabling it to take up and assimilate other elements of plant-food. Griffiths recommends an admixture of soluble silicates (silicate of potash or of soda) with other manures for grain crops and pasture.

The following table shows the quantity of silica in 100lb. of the ash of the common cultivation plants:—

The lecturer would not recommend the direct application of silica in any form as a manure, believing that, by the liberal use of lime and superphosphates (not both together, of course), enough silica will always be available for the requirements of the plants.

Rotation of Crops.

WITHOUT going very deeply into the subject the lecturer would put before his audience a few points that are worthy of consideration in connection with the changing of crops from year to year in a regular manner. In doing so he would confine himself as much as possible to the chemical aspects of the subject.

Some plants require much of one kind of food from the soil, some much of another kind. Some plants, again, can take their food from greater depths in the soil than others. Growing the same kind of crop, grain, or potatoes, year after year without change, exhausts the soil of particular ingredients, while leaving an abundance of other ingredients just suited to the requirements of another kind of crop.

It is for the purpose of utilising in a regular way all the useful kinds of plant-food in the soil that the

rotation systems were first established. These did not come into practice suddenly, but were slowly evolved from the experience of farmers, and are as numerous and varied as are the conditions of soil and climate themselves. How the balance of mineral food-constituents is maintained by a change of crops may be seen by looking separately at one or two of these plant-requisites. Magnesia is required by all the cultivated plants, and without it they cannot grow to maturity. But the quantity of magnesia required and removed from the soil by a good crop of one kind is quite different from the quantity that would be taken up by a good crop of something else. A crop of potatoes, for example, yielding 10 tons to the acre, or of clover-hay yielding 3 tons, or of mangels yielding 20 tons to the acre, would remove from the soil about three times as much magnesia as would be taken up by a crop of wheat, or oats, or barley, of, say 50 bushels to the acre. If, therefore, the soil is, from any cause, such as a succession of crops of potatoes, or mangels, or clover-hay, poor in soluble or available magnesia, it would evidently be injudicious to waste time and labour in trying to force any of these or other magnesia-loving crops from the impoverished soil. There might, however, still be in such soil quite enough soluble magnesia for the requirements of a good crop of wheat, or oats, or barley. The proper procedure would then be, of course, by manuring with kainit or other Stassfurt fertiliser, to restore to the soil the magnesia that it lacks; or to grow a cereal crop which does not require much magnesia; or, probably, better still, to lay down in grass for a few years, and thus give time for the disintegrating and decomposing action of the air and frost and rain to reduce to the soluble state a fresh contribution of magnesia from the insoluble soil itself. And as with magnesia so with potash. A crop of 50 bushels of wheat to the acre requires and removes from every acre on which it grows, say, 17lb. of potash; whilst a 10-ton crop of potatoes requires and removes 140lb. of potash, and a 3-ton crop of meadow-hay 100lb. of potash, and a 20-ton crop of turnips or mangels from 150lb. to 200lb. of potash. It is at once seen that if the amount of potash in the soil is low from any cause—as by the withdrawal of too much of that constituent by injudicious potato-growing, or perhaps the soil was originally poor in potash—potatoes or turnips or mangels will be an unprofitable crop and will aggravate, the evil. Wheat, therefore, or another grain crop that does not require much potash, will suggest itself, or a rest for a few years under grass. With either of these the insoluble potash of the raw soil; will have time to become dissolved before the next call will be made upon it. Or if the soil be really destitute of potash in every form, which can only be revealed by an analysis, then the remedy will be in supplying the missing ingredient in the form of one of the potash manures. The same kind of considerations applies of course to the phosphoric acid in the soil, the lime, the sulphates, and all the other mineral plant-requisites. "The minimum rules the crop." If potash be the minimum in the soil—that is, if there is plenty of every kind of plant-food—phosphoric acid, lime, magnesia, nitrogen, &c.—except potash, and there is just enough soluble potash for 3 tons of potatoes to the acre, then, notwithstanding the abundance of phosphates, lime, magnesia, and nitrogen, the yield will not exceed 3 tons of potatoes to the acre. In such soil, however, there is enough potash and every other requisite for 50 bushels of wheat, or oats, or barley to the acre, and one of these of course, and not potatoes, is the crop to grow on such land.

There is, however, another consideration that arises when we take the case of peas or beans, lucerne, lupines, vetches, the clovers, or other leguminous plants, and the part they play in the rotation of crops. Nitrogen is one of the least abundant, yet most necessary, ingredients of a soil. And if we exclude all the leguminous plants, and consider only the supply of nitrogen to the cereals (wheat, oats, &c.), potatoes, and turnips, the same rule will apply to the treatment of soil deficient in this element as the lecturer indicated above for potash or lime—namely, administer nitrogenous manures in the form of ammonia or nitrates, or grow crops that do not require much nitrogen. But the recent revolutionary discoveries of Hellriegel (mentioned in a previous lecture) have now put nitrogen and the systems of rotation on a different footing.

It did not require a Hellriegel to tell the farmer that a good crop of peas and beans or clover would put the land in better heart for a big crop of wheat to follow.

The old Romans of two or three thousand years ago were aware that a good crop of lupines insured a good crop of grain; and the frequent and favourable mention in the oldest writings extant of pulse (leguminous) as food for man suggests the probability that even in the days of the Bible leguminous crops were grown in rotation with grain. However that may be, certain it is that for hundreds of years the fertilising and regenerative action of leguminous crops on the fields that had been run down by overcropping with the cereals has been recognised in all civilised countries where grain is grown for the food of man. It is indeed quite possible that the great old historical populations of Assyria, Persia, and Palestine, and other once fertile regions, persisted in growing crops of legumes (pulse, &c.) and grain till, stimulated by the never-failing abundance of nitrogen from the atmosphere, they had abstracted from the soil so much of some of its other necessary ingredients (phosphoric acid, for example) that there was not enough left to grow further crops; and hence the impoverished condition of these countries now, and the consequent sparsity and meagreness of their half-starved populations. This impoverishment of these Eastern lands may also have contributed to their relegation to the state of sandy deserts.

There is no feature of the systems of rotation, as practised in modern times, so remarkable as the frequency with which we find a leguminous crop either preceding or succeeding a cereal crop, and in many of the most approved rotations even taking its place between two of them. The following system of rotation practised for many years with the best advantage shows this position of legumes (peas, beans, vetches, clovers):—

MODIFIED NORFOLK SYSTEM.

- First year—Turnips or potatoes,
- Second year—Barley.
- Third year—Clover.
- Fourth year—Clover.
- Fifth year—Wheat.

And then back to turnips or potatoes to start the same rotation again.

WILTSHIRE SYSTEM.

These examples are not given as suited to any part of New Zealand, but are sufficient to illustrate the part that leguminous crops play in systems of rotation of crops.

In the case of (a)—heavy land, given above—we have four of these leguminous crops in a seven years' rotation, and always separating one wheat crop from another. There is no doubt about the part played by the beans, the vetches, and the clovers here. Wheat, like all the cereals, being a nitrogenous plant—requiring and removing from the soil a large proportion of nitrogen, which becomes stored up in the grain—impoverishes the soil so far as that element is concerned, and there will not be enough nitrogen left to grow another satisfactory grain-crop until the deficiency is supplied in some way. There is, however, quite enough of the other mineral food required by plants still left. Nitrogen becomes the "minimum"—the weakest link in the chain; consequently a leguminous crop—beans—is grown, which, while taking from the soil its due share of phosphoric acid, lime, potash, and magnesia, draws its nitrogen not from the soil (where there is not much to draw), but from the air (where there is an inexhaustible store of that most expensive of fertilisers). Not only, therefore, is there a big crop of beans got, but it is got at an expense (in phosphorus, potash, and lime) to the soil which is far more than covered by the enrichment of the soil in the nitrogen which is laid up there in the roots and other *débris* of the bean crop left after harvest. By these and other residual matters rich in nitrogen, the succeeding wheat will get the nitrogen required for its growth. This second crop of wheat is followed by vetches (another leguminous plant), which play the same part here that beans did in the other case. The vetches have again restored to the soil sufficient nitrogen for another crop of wheat, which is accordingly grown; this, having again used up the nitrogen, is succeeded by a two years' course of clover, which, like the beans and vetches, is leguminous, and restores the land, so far as nitrogen is concerned, to more than its original fertility. Of course, during this and all other rotations the necessary phosphates, potash, and lime must be kept up by the application of the proper manures. Provided these ingredients are supplied in sufficient quantity, the intervention of a leguminous crop may be always reckoned on for providing the nitrogen. It is an open question, however, in the case of clover, whether more nitrogen is supplied to the surface soil by eating the clover off as pasture or by cutting it off for clover hay. At first sight one would suppose that pasturing it would give the best results, because in that case most of the nitrogen and mineral nutrients (phosphorus, potash, lime, &c.) in the stems and leaves would be dropped on to the soil during pasturage; whereas, in the case of cropping clover—taking it off the ground as hay to be consumed elsewhere—nitrogen, &c., will be removed. However, there is this consideration that must not be overlooked—namely, the leaves of the plant are its lungs, and also contain its *stomata*, or small mouths, by which it takes in its atomic food; and if these are kept small and weak by being closely eaten down by cattle or sheep the plants will not, for want of them, be able to grow to a large size, the nitrogen- and carbonic-acid-collecting apparatus will be defective, the whole plant will be kept in a starved, struggling condition, it will not develop far-reaching, enterprising roots, and therefore will not bring up from any considerable depth the mineral food-materials that may be there, and, in short, will neither require much nitrogen and other plant-food, nor would be able to use the same if they were offered, and the soil will be neither much the better nor much the worse for its presence. If, on the other hand, the clover be allowed to grow freely till it is worth cutting perhaps twice in the season, then the large leaves and the abundance of them will maintain a vigorous growth throughout; the plants will grow strong both above ground and under ground. The strong roots will support strong colonies of the nitrogen-microbe, and will penetrate far down (several feet in many cases), and draw thence phosphates, potash, and lime which would otherwise be dormant, and store these

as well as the nitrogen in their large roots, and the lowest 2in. of the stem still left as stubble. The evaporation of moisture from the large leaves also will draw water from many feet under ground: this water has always a store of phosphates, potash, and lime in solution, which go with the water towards the plant, and some of which will be left behind in the surface soil when the moisture is drawn into the plants. All these nutrients—nitrogen (in the warty concretions on the large roots), phosphates, potash, and lime—will then be stored in the surface soil, and within easy reach of the following crop.

It might well happen, therefore, that the mineral food brought to the surface by the long roots would, on some soils, quite equal that taken away in the hay crop. Probably a combination of both kinds of treatment (pasturing off and haymaking) would suit some paddocks—cutting off once and pasturing afterwards. With a poor or hard subsoil that would not supply nourishment to clover roots, the surface soil would soon become impoverished with respect to its phosphates and lime, as clover requires a large supply of these, and, stimulated by the nitrogen-microbe, would rapidly take them up. In this case it would be a mistake to cut and remove the clover, as it would speedily scourge the land.

But it is not by red clover alone that this enrichment of the surface soil from below is effected. All long-rooted plants have the same effect, and among these may be classed lucerne, sainfoin, and probably all the clovers except white clover; also, though perhaps to a less degree, rape, mangels, and perhaps wheat itself, in a favourable soil. One of the functions of these in the rotation, therefore, will be to avail themselves of their long roots to tap nourishment beyond the reach of shallow-rooted plants, and to use up that nourishment, taken up by the terminals, or points of the roots, far down, and thus sparing the nutrients near the surface for the use of the following short-rooted crops. Not only so, but the roots and other *débris* of these long-rooted plants left in the ground will leave in the surface soil an accession of mineral food which they had rescued from below.

One could easily so impoverish the first 6in. of soil by a series of successive crops of oats that it could not carry oats again to advantage; and yet there might be an abundant store of the required phosphates and nitrogen at a depth of 9in. or 10in. A crop of rape or mangels or lucerne or red clover would tap this zone of nourishment, grow a big crop, and leave in its own *débris* sufficient nourishment at the surface for a succeeding good crop of oats.

Thistles and sorrel, an unmitigated evil though they be, perform this one useful function in the soil—namely, they bring up from below useful plant-food to the surface.

Another and most important part performed by a change of crop in the rotation is the destruction of fungus and insect pests that infest some kinds of crop. Several of these are particularly attached to grain-crops, and cannot live on turnips or potatoes. When, by a series of grain-crops, such insects have become an intolerable nuisance, the remedy that suggests itself is to starve them out by growing for a season or two a crop on which they cannot live. So probably with finger-and-toe in turnips. The fungoid pest and its germs may have got possession of the land by a succession of turnip crops, and, in order to clear the soil of it, it may be necessary to grow a grain-crop, and perhaps to lay down in grass for a term. So with the disease in clover known as "clover-sickness," due, it is supposed by some authorities, to a very small longish worm that infests the plants but cannot live on any other plants than clover. It is quite useless, in this case, to persevere with the clover; no top-dressing or other manuring will eradicate the pest, and it may even take many years—five or six, or more—with other crops to starve the pest and qualify the land for clover again.

Then, there is that white grub (the larvæ of one of the ladybird beetles) which remains in the soil for two years eating up the roots of the oats and other corn, and common enough in Kurow and Duntroon and many other parts of Otago. The lecturer did not know whether that grub is very particular about its food; but, if it could not be rooted out by a change of crop from oats to turnips, then probably the best way to kill it would be to starve it out by a rigid bare fallow for a season, keeping the land quite bare of weeds and every other kind of plant.

Another service rendered by a root-crop (turnips or mangels) in a rotation is to thoroughly clear the land of the weeds that come with a grain-crop. The full advantage of this change of crop is got only when care is taken to keep the root-crop clean during the season. The after eating-off by sheep also goes to serve the same end by the perpetual and multitudinous trampling day after day for a few weeks in the cold winter weather. A change of crop, too, changes the kind of weed, or, rather, some weeds can thrive best with some kinds of crop, some with another; and, there-fore, when the crop is changed, the weeds that accompany that kind of crop, not being able to live with a different kind, are destroyed, and the new weeds that come in with the new seed will not have time to establish themselves permanently till in the course of the rotation the turn of another crop comes round. By a system of rotation weeds are thus kept under control and are not allowed to take possession of the land.

In rotations grass is often sown down with a grain-crop. Of course this saves a year, and in many cases may doubtless be of advantage, especially in strong land, and perhaps in a dry climate, where the young grass-plants require the shade of the grain-crop in hot dry weather. From another point of view, however, there is the

objection that it is the same kinds of nourishment that grain and grass take out of the soil; and that therefore, on the one hand, the grain-crop has a competitor for the phosphates, lime, and potash and nitrogen of the soil, and suffers in consequence; and, on the other hand, the grass is impoverished at the outset of its career in life by having, as it were, to struggle for the means of subsistence with its sturdier companion, and thus has its natural development of both root and leaves impaired, and becomes, in this weak state, subject to the raids of insect and other pests, that may thus get a foothold in the soil, to the jeopardy and damage of the grass in its further growth.

Such are a few of the considerations that will suggest themselves to any one arranging for a system of rotation of crops; but of course there are many things to consider of more immediate and practical importance to the farmer, as for example: (1.) The market for his produce. There is no use in growing what you cannot sell to advantage. (2.) The nature of the soil. It may be quite good for certain crops, and quite unsuited for other crops that would be profitable on a different kind of soil. (3.) The climate must be taken into account—dry or wet, cold or warm. (4.) The relative price of produce. Cattle-feeding on pastures, turnips, &c., may be the most profitable in one place; grain-growing in another; dairying in a third; cocksfoot-seed-growing in a fourth; potatoes in a fifth; and so on. He would be but a poor specimen of a farmer who would follow some hard-and-fast rules laid down by some one else, instead of thinking out for himself what would, on the whole, be the best system to follow on the land under his management. Changing prices would have to change the system. If the prices of all kinds of produce remained long in the same proportion to each other, it would be an easy enough matter to steer a safe course; but with wheat at 4s. one year and 2s. the next, or with potatoes varying between £6 a ton and £1 a ton from year to year, and similar variations in the price of other produce, it requires a very long-headed man to keep always on the safe side.

Drainage and its Effects on Land.

It is chiefly in its chemical aspects that the lecturer would take up this subject.

A certain quantity of water is present in all soils, and is quite necessary for the growth of plants, being, indeed, the medium through which they get the mineral part of their food. To us here in New Zealand, where water is so abundant and so well distributed, it would be difficult to realise the desolate condition of the parched plains of some parts of Australia and Africa in a succession of rainless seasons, and the amazing transformations wrought on the face of Nature in such regions by the advent of the copious rains, or by the water distributed by irrigation. But when—as in wet land in our temperate regions—the water is present in excessive quantities, and lies stagnant on the surface of the sodden soil, or soaks from below up to within a few inches of the surface, instead of a blessing it becomes an unmitigated evil.

Such land is always cold, the coldness arising from the following causes:—

1. From a wet soil water is always evaporating away into the air as invisible vapour; and in evaporating it draws heat from the soil, perpetually leaving it colder than it was before. All liquids, indeed, when undergoing evaporation, lower the temperature in this way. Every one has experienced the cooling effect of the evaporation or drying-up of a little ether or chloroform, or alcohol or vinegar, on the hot forehead or on the palm of the hand. Ice, even, is produced in hot countries by the rapid evaporation of water from the surface of straw that is kept constantly moist in a dry wind; and mercury may be frozen by the cold produced by the evaporation of liquid carbonic acid. The general coolness and bracing effect of the atmosphere after a day's rain on a warm dry soil is due to the same cause. It is doubtless also by the constant evaporation of water from the surface of the leaves of living plants that their temperature is kept down in hot weather, and partly to the same agency (evaporation from the leaves) must be attributed the coolness of a leafy forest on a hot summer-day. Indeed, all around us, and at all times, we are sensible of the effects of the evaporation of water in producing cold. In the case of wet land, in which the particles of soil are kept damp by the water that is always oozing up from the water-table below, a great deal of the heat of the sun and air is spent in continuously evaporating off this water, instead of being usefully employed in warming up the soil itself. Of course, when it is only surface-water that troubles the land, the case, though bad enough, is not quite so hopeless; for here, after a great expenditure of solar heat, the stagnant surface-water at last is all evaporated away, and then, but not till then, the cold land begins to get the benefit of the heat of the sun; but in the case of really wet land, when the water-level in the soil is near the surface, and when, therefore, continual accessions of water are always working up from below, and when, therefore, the water driven off by the heat of the sun and air is always being succeeded by fresh arrival of new supplies, one sees how deplorable the case is. There is then a perpetual loss of heat all the year round, and the soil is maintained in a condition of constant coldness. Many experiments have been made to test the temperature of dry drained land and wet undrained land side by side, and have always shown the greater warmth of the former.

2. Another great cause of the coldness of wet land is the fact that it requires six or seven times as much heat to warm up a pound weight of water, say, from 40° to 70° Fahr. as would be required to heat a pound of dry soil from 40° to 70°. Water, indeed, of all solid or liquid substances, absorbs the most heat with the least effect. When, therefore, there is a good deal of cold water in the soil at the end of a cold winter, it takes a long time to warm such wet soil, as the heat of the sun, instead of doing its proper work of heating the solid soil itself, is absorbed, with but little effect, in trying to heat up the water. Such wet soils are from this cause kept cold for many weeks longer than drained soils close by.

3. A third cause of the coldness of wet land is the bad heat-conducting power of water. It is on surface-water in soil chiefly that this cause operates. The heat of the sun and air, striking on the surface of the water standing in the pools and puddles, very slowly warms up the surface layer of such water; but, as water is a bad conductor, this heat does not readily pass down through the water to the cold soil below. From this cause, in conjunction with the cold produced by the constant evaporation from such standing water, it is quite impossible to warm up the soil till this surface-water has been entirely evaporated away.

4. Wet soils also draw frost, and the snow lies longer on them than on dry soils. Much of the heat of the sun, therefore, is spent in first melting this ice and snow, and then warming up the water after it is melted.

5. The glazing of the newly-turned-up furrow also, seen when wet land is being ploughed, keeps out the heat of the sun and air; and such ploughed land consequently takes a longer time to dry and crumble down and get heated for a good seed-bed.

Now, there is no need to enlarge on the advantages of a warm [unclear: s] over a cold one. It is strikingly better from every point of view (*a*) Fit for sowing earlier in the spring; (*b*) a warmer seed-bed; (*c*) more rapid germination of the seeds; (*d*) less mortality among the see[unclear: ds]; less liable to be attacked by moisture-loving fungoid growths, and a [unclear: m] speedy passage over the dangerous period of the seed-lobe leaves (the smooth leaves in young turnips, &c.), when the young plants are specially exposed to insect pests; (*f*) more rapid growth in the warm genial [unclear: so] (*g*) a stronger plant; (*h*) more speedy maturity, and a finer quality of produce; (*i*) an earlier harvest, and, therefore, quicker returns, an[unclear: d] earlier deliverance for the farmer from the haunting fears of some [unclear: ca] strophe to the precious crop—the object of all his labours throughou[unclear: t] year.

The one remedy for wet land is drainage.

Open surface-drains were dug for drying land from the earliest ages, and open drains of different sizes—from 2ft. to 10ft. deep and corresponding width—are now doing excellent work in Otago and Southland in drying and reclaiming, and thereby converting into first-class soil many lovely fertile flats which were formerly flooded swamps, which sustained no vegetation except the lingering maoriheads and the rushes and other water-loving, worthless rank growths that encumbered the useless mud. In the reclamation of these maorihead swamps all that had to be done, in general, was to take up an open drain of suitable width and depth through the middle of the swamp to catch the head-water as it *debouched* from the gully, and lead it down to its proper outlet at the lower end of the swamp. Of course the proprietor below must look out for himself and take the water on another stage, thus drying his own land, and so on, till the surface-water—the sole cause of all the mischief—has been safely conveyed to the creek or the river or the sea. Among many edifying examples of such swamp reclamation, the lecturer referred to some large paddocks of magnificent land on the farm of Mr. Soutar at Flag Swamp, near the railway, between Waikouaiti and Palmerston, and open to the inspection of any members of the class that could visit that district. The lecturer had had during the week a long and most enjoyable outing with Mr. Soutar, from whom he received much valuable and practical information on this subject. Although it is perhaps to the drainage-away of the surface waters that these large open drains are mainly applied, yet, by lowering the level of the water-table in land (for several feet in many cases) and drawing water for several chains on each side, they are most usefully employed for draining away underground water as well; and, in a country like this, where the price of labour is high, drain-tiles expensive, and the price of produce low, there is no means left for drying wet lands except by open surface-drains, as it would in many cases be cheaper to buy dry land than to dry wet land by an expensive system of tile-draining. In some cases, however, where there is plenty of the right kind of clay for making sound metallic-ringing drain-pipes, cheap coal for burning them, and an enterprising and energetic young farming population to put their shoulders to the wheel, with broad acres of wet lands to improve, the lecturer thought a great deal of pleasure and profit would accrue from the occupation of the odd hours and days and weeks, now and then, in achieving such results.

There is a great variety in the ways of filling up covered drains, the objects aimed at being, of course, in all cases to keep a clear channel for running water at a certain depth under the surface, and to do so in such a way that the channel may draw constantly into itself the excess of water in the soil above, on each side, and from some depth below itself. A waterway is sometimes made by filling in the bottom of the narrow drain to the height of 1ft. or 18in. with angular broken stones or even unbroken stones of all shapes collected from the paddock itself. Over this is then filled in the earth excavated in the digging of the drains, taking care to place on

the surface as much of the old surface-soil as possible. With sufficient fall the water finds its way among such stones well enough for a time, but from the necessary irregularities of the channels there is: probably not much suction, and from the fall of loose earth, &c., the channel is liable to obstruction. Sometimes, when stones are used, a big slab is placed edge down on each side in the bottom of the drain, and another slab laid on top resting on these, forming a channel, more stones being thrown in above these, and then the excavated earth is replaced as before. Or slabs are placed in line in the drain, the lower edge resting on the bottom on one side, while the upper edge (crossing over at *[unclear: a]* angle of 45deg.) leans on the opposite wall at a height of 5in. or 6in. above the bottom of the drain. In this case the slab forms one wall and cover, the wall of the drain itself being the other wall. The drains are the filled up as before. Occasionally, where stones are not to be had, bundles of straw or of sticks are placed in the bottom of a drain, the soil is then replaced, and the water is allowed to find its way as best it may along the interstices. This is but a makeshift and very temporary method, as the straw, &c., will soon rot, and probably aggravate the former evil. Sometimes again, where timber is abundant, two logs or saplings are laid lengthways along the bottom, leaving a space between; a large log now placed on the top of these forms the channel, and the excavated earth is filled in as before. In other cases sods (grass side down) are used as covers, the sods resting on each bank of a narrow cut along the bottom of the drain.

The use of drain-tiles marked a great advance in the systems of draining. These, at first, were simply burnt clay house-tiles, laid lengthways, open side down, in the bottom of the drain. When placed close together, end to end, the rounded tops formed, of course, a continuous arch which supported the soil thrown in above; while there was a clear, close, continuous water-channel maintained below. An improvement on these was afterwards made in supplying flat slabs for a bottom on which the edges of these tiles rested, thus maintaining a sound bottom, not liable to be eroded away by the running water.

The next great improvement (in vogue at the present day) was the substitution of pipes, end to end, for the clumsy tiles. On this subject the lecturer had received a great deal of valuable information from Mr. Douglas, of Mount Royal and Waihao Downs, during a three days' visit to the Palmerston district. The pipes, 2in., 2½in., or 3in. diameter, must, to draw properly, be made of well-pugged, sound clay, be well fired, and, when finished, should ring with a prolonged *[unclear: metalli]* musical note when struck, instead of the dull "thud" or "dump" emitted by the rotten imitation. In placing the pipes in the drain they must be laid on an even uniformly-graded bottom, end on to each other: and care must be taken that the ends are closely applied to each other, so that no particles of soil can get admission into the narrow tunnel. A ring of plastic, well-worked clay should then be firmly applied round the junctions, to help to keep the pipes in proper position, and to prevent any inflow of solids.

The action of such a tile-drain, with a sufficient gradient or fall to secure a constant flow of water, is somewhat as follows:—

1. It draws water mainly from below, but also from the sides to a distance depending on the nature of the soil and the depth of the drain, &c., as well as from above. Such suction and removal of the underground water, if the drains be at proper intervals and of sufficient depth, will at once lower the level of the stagnant water in the soil, or, which is the same thing, lower the level of the water-table through the whole extent of the drained area. This lowering of the water-level, to the depth of 4ft. or more, will make plenty of room for the roots of the growing crops (even the longest-rooted of them) to push and extend themselves in the dry subsoil to pick up nourishment. Whereas, in the undrained, water-logged soil, with the stagnant water-table only a few inches under the surface, such downward penetration of the roots would be impossible, as they only grow in the direction in which they are to find nourishment, and there is none for them in such stagnant soil water.

2. A proper system of working-drains enables the plants to withstand the effects of drought in a dry season. This at first sight might seem unlikely; but this is how it happens: In undrained, wet clay land, when the drought sets in and the soil becomes dried, the clay hardens into a dense compact impervious mass, which does not admit a passage downward for the roots; they are thus confined to the 6in. or 8in. of dried-up, heated surface-soil, and soon feel the effects of the drought; but in a well-drained clay soil the clay loses this caking character, and becomes crumbly and permeable, thus readily affording an easy passage to the rootlets downwards to the cooler levels, away from the heating, drying action of the sun and hot air. There the roots, at their terminals (for it is by their extremities or terminals and root-hairs that plants take in their mineral food), have a good climate and plenty of dissolved mineral food, without being, on the one hand, confined to the parched, hot surface-soil or, on the other, poisoned by the stagnant water below the water-level.

3. Drains procure atmospheric nourishment for the soil, and fix it there for the use of plants. They do so in this way: There are always, and especially after thunderstorms, nitric acid and nitrous acid in the atmosphere; and there is also some—but not much—ammonia there. Now, all these are the best fertilising substances known, and they are all very soluble in water. The rain, therefore, washes them down on to the surface of the soil; but, if the soil is wet, undrained land, with stagnant water in small pools lying about, these fertilisers will remain in such water, and the rootlets down below will not get any benefit from them. If, on the other hand, the

soil is drained, and therefore dry and open and porous, the rain-water, carrying its fertilising properties with it, will be sucked down towards the drain-pipes, and will, in its passage, come in contact with the rootlet terminals and root-hairs, which will speedily relieve it of its burden of nitrate and nitrite of ammonia. Even without the intervention of the rootlets these fertilisers will be fixed in the porous soil itself. Again—and more important—drains furnish atmospheric food by rendering the soil fit for the operations of the nitrogen-microbe. In a soil unduly wet this microbe cannot work, nor is it active in a cold soil. Since, therefore, drains dry and warm the land, as already explained, they fit it for the working of these caterers of nitrogen for the use of the leguminous plants. Not only so, but, since these microbes must have free access to the air, whence to draw this nitrogen, and since the air cannot penetrate or circulate through a water-logged soil (either surface or subsoil water), it is evident that one of the essential conditions of healthy microbe-life is absent; but when the soil is dry and porous the air gets free access away down, and the downward suction of the drain-pipes aids this very materially, so that fresh portions of air are always passing down through the zone (1ft. or 2ft.) occupied by these friends of the farmer, and bringing to them the supplies of nitrogen which it is their function to pass into the plant. In these respects, therefore, and by these processes, nitrogen (partly in the form of ammonia and nitric and nitrous acid, and partly as nitrogenous organic matter) is supplied from the atmosphere by a proper system of drainage and the growth of leguminous plants.

4. Drains also provide a deeper soil, and therefore a larger mass of earthy material whence the plants can take their mineral food; for in a wet soil the roots will not go deep down, as there is too much water there for them; they will not, as a rule, indeed, penetrate the water-table at all, or, if they do so, it will usually be at a great expense of vitality; but in a dry soil, in which by a system of drains the water-table is lowered to a depth of, say, 4ft. from the surface, the roots have all this depth of soil from which to extract their proper food.

5. Drains hasten the manufacture of soil from the rocky materials of the land itself. All soils contain a large admixture of small particles of such materials; and the stones of all sizes, lying among the loose earth, are of the same nature. Indeed, the whole soil may be looked at as a mixture of clay and sand and stones of various sizes, from a grain to several ounces or even pounds in weight, and particles of organic matter—fragments of the roots and stems and leaves of former generations of plants—mixed with the roots and *débris* of plants living now in the soil. Now, into a wet stagnant soil the air, with its oxygen and carbonic-acid gas, does not penetrate; but, if the soil be well dried by draining, and therefore loose and porous, the carbonic-acid gas of the air, sucked down by the drains, will disintegrate the silicates of which the stony particles are composed, and from them set free the potash and lime and phosphates they contain, rendering these, for the first time, available for plant-food. At the same time, the oxygen of the air, thus sucked down by the drains, will attack the dead organic matter, converting its carbon into carbonic acid, its nitrogen into some serviceable form, its phosphorus into phosphoric acid, and setting free its lime and potash.

6. Drains, also, by this drying, warming, mellowing, fertilising, soil-making action, qualify the land for growing crops of a more valuable character than the same land could carry in its undrained, wet condition. Examples of this are patent everywhere: such lands may grow good ryegrass, red clover, and superior pasture grasses, instead of the Yorkshire fog of their natural undrained state. They become adapted for growing great crops of barley and wheat instead of the ill-conditioned, thin, stunted oats of their unregenerate days.

7. Drains also help to keep the land clean; for in a wet soil and subsoil the moisture-loving weeds and weedy grasses find a congenial home, and from such a habitat it is impossible to eradicate them, as their rootlets and root-hairs cling so closely to the wet clod and interweave themselves with it, penetrating it by their fine slender white filaments in all directions, and embracing it so tightly and holding it so tenaciously that it is with the utmost difficulty you can shake them asunder; and after you have succeeded in doing so you will generally find that a few of the broken root-threads have remained in the clod, and will, as soon as you turn your back, start a fresh colony for another generation of weeds. On drain-dried soil, on the other hand, everything is porous and loose, and it is quite an easy matter to kill the obnoxious weeds by bringing them to the surface and shaking the loose soil from them, so as to expose their roots to the drying and killing action of the sun and winds.

8. Another and most important service rendered by drains is to protect the cultivated plants from the ravages of fungus pests—such as the rust and mildew on wheat, oats, and barley, the potato disease, the finger-and-toe disease in turnips, and smut in grain. All these, being kinds of fungus in various states of development, whose growth is favoured by a wet soil, have their congenial *nidus* in undrained land. Free exposure to a dry air is injurious to them at all stages of their life, and, other things being equal, they will have greater difficulty in maintaining and propagating themselves in such a circulation of dry air as is provided by the suction of the drains acting on a dry, porous, loose soil.

9. Drains sweeten sour lands by, in the first place, drawing off the acid, stagnant water that soaks it, and drawing down in its place fresh, sweet rain-water from the atmosphere; and, secondly, by sucking down the oxygen of the atmosphere, which in its passage will gradually oxidize and destroy the obscure acids that give

sourness to a wet soil.

Analysis of Soil.

THE process recommended by the lecturer for analysing samples of soil is as follows:—

A mere bald statement of the composition of a soil—the percentage of phosphoric acid, lime, potash, magnesia, oxide of iron, and nitrogen—would not be of much use to farmers. The lime, the magnesia, and the potash might be, partly or wholly, so combined with the silica which all soil contains that the growing crops could not take them up. Something more, therefore, must be stated in a useful analysis of a soil than the percentage of its constituents. To meet this difficulty the analysis should be so conducted as to show how much of the lime, magnesia, and potash are readily soluble in boiling hydrochloric acid of a particular strength (acid of specific gravity 1.15 is usually employed), and also how much of the same constituents are insoluble in such boiling acid. The former (the lime, magnesia, and potash soluble in the acid) may be regarded as immediately available for the use of the plants, because they will be also soluble in the carbonic-acid moisture of the soil; and the latter (the lime, magnesia, and potash insoluble in the acid) as a store of nutrition, held in reserve for future requirements, which, though not at once available, will slowly be rendered soluble by exposure to the air and frost and rain as the result of the proper working of the soil by ploughing, harrowing, draining where required, liming, &c. This division into "solubles" and "insolubles" will be sufficient for ordinary purposes; and it is the division the lecturer would take in the present course of lectures, although, as he informed the students, a further division of the "solubles" is sometimes made into "soluble in water" and "insoluble in water, but soluble in hot hydrochloric acid."

Before describing the analytical processes for soil the lecturer explained how to take a sample of soil from the paddock. A sample taken from the surface (3in. or 4in., say, on the top) would not fairly represent the general body of soil, nor would, of course, a sample taken exclusively from the subsoil. The former would contain an undue proportion of the residues of any manures that had ever been applied, and also an excess of vegetable roots and other *débris* of former crops; and the latter (the subsoil) would err on the other side. In order, therefore, to get a fair estimate of the quality of the soil it is necessary in all cases to take the sample in such a way that it will represent fairly both surface and subsoil to the depth for which the information is required. This depth is usually taken as 12in.; and the sample is taken as follows: A piece of galvanised iron, 12in. long by about 9in. wide, is bent round so as to form a tube or cylinder 12in. long, and open at both ends. The cylinder is pressed down into the soil till its upper end is level with the surface of the ground. Of course it will now be full of the soil through its whole length of 12in. The earth around it is now removed by a spade; the upper end is closed by a plug or piece of glazed stout paper tied on; and, on lifting it, the lower end is similarly closed. To prevent mistakes, each end should be marked "top" and "bottom" respectively. Not only, it is evident, will such cylinder now contain a fair sample of the soil to the depth of 12in., but it will show the quality unmixed all the way down from the surface to that depth, so that the analyst will be in a position to note any differences between the soil at different levels through that depth. Another method of taking a sample, quite simple and equally suitable, is thus given by the Royal Agricultural Society of England in their directions on this subject: "Have a wooden box made 6in. long, 6in. wide, and from 9in. to 12in. deep, according to the depth of the soil and subsoil of the field. Mark out in the field a space of about 12in. square; dig round in a slanting direction a trench, so as to leave undisturbed a block of soil with its subsoil from 9in. to 12in. deep; trim this block or plan of the field so as to make it fit into the wooden box; invert the open box over it, press down firmly, then pass a spade under the box and lift it up; gently turn over the box, and nail on the lid. The soil will then be received in the exact position in which it is found in the field. In the case of very light, sandy, and porous soils the wooden box may be at once inverted over the soil and forced down by pressure and then dug out."

On reaching the analyst's hands the first thing he does after the removal of the soil from the box or cylinder described above and careful inspection is to mix the whole quantity submitted and dry it by exposure to the air, spread out in a thin layer on a piece of glazed paper or our several sheets of foolscap.

A mechanical analysis is then made to determine the proportion of (a) stones; (b) gravel; (c) coarse sand; (d) fine sand; (e) clay. For this purpose, weigh out 3lb. or so of the air-dried soil, rub it up in a large dry basin, pick out the stones and free them, by rubbing in the hands, from the soil and dust that adhere to them (and which are returned to the basin), and weigh them, noting at the same time whether they are partly or wholly composed of barren useless quartz, or of limestone (known by its effervescence with a few drops of hydrochloric acid), or of basalt, or of mica-schist. A knowledge of the geology of the district will often throw light on this subject. Now rub up and gently pound with a wooden pestle in a mortar or clean dry basin ½lb. of the soil freed from the stones as above, and sift through a sieve (call it No. 1) of, say, sixteen holes to the square

inch. The portion that will not pass through such sieve, after first rubbing off and finally washing off with water the particles of soil that adhere to it and drying it, may be weighed and set down as gravel. Now sift the soil that has passed No. 1 through a finer-meshed sieve containing, say, two hundred and fifty holes to the square inch, and treat the residue that will not pass through as before; weigh it, and call it "coarse sand." The part that has passed through No. 2 sieve now contains a mixture of the fine sand and clay with organic matter. To separate and determine the proportion of these, it must be boiled with water, with occasional stirring with a glass rod, for at least half an hour. This separates out the different qualities (clay, sand, &c.) from each other. It is now panned off by the gold-digger's system of panning, by means of a couple of basins. This floats off the light clay particles and the particles of organic matter from the heavier sand. The latter is then dried and weighed as "fine sand." Disregarding the organic matter (which may, however, be determined by drying each quality—stones, gravel, coarse sand, fine sand—at 100° C., and then roasting them, and noting the loss of weight in the roasting), the proportion of clay in the stoned soil (the soil after removal of the stones) will be calculated by adding together the quantities of gravel, coarse sand, and fine sand found as above, and subtracting the sum of these from the ½lb. we began with.

If the proportion of organic matter in the soil were also required we should have to dry each quality (gravel, coarse sand, fine sand, clay) at the temperature of boiling water (212° Fahr. or 100° C.) on a water-bath (in the steam that proceeds from boiling water), or in an air-bath, and then weigh and mark the weight. We should then have to roast each of these dried residues at a red heat, stirring it cautiously now and then with a glass rod to bring fresh portions to the service, in an open crucible, until it ceases to lose weight. On weighing again after roasting the loss observed would represent the organic matter in each case. This would be sufficient when there was found to be no limestone in the soil. But, if it were found that on adding to the soil some hydrochloric acid an effervescence was produced, it would mean that the soil contained limestone; and, in this case, before the last weighing mentioned above, we should moisten each quality with a solution of carbonate of ammonia, and then heat to 150° C. (about 302° Fahr.) in an air-bath till it ceased to lose weight, and then weigh and note the loss of weight as before.—[Alexander Burt and Co., of Dunedin, would supply these air-baths for about £1 5s. each; the necessary thermometer costs about 2s.; and a porcelain crucible suitable for the roasting would cost about 2s. 6d.]

The results of such a mechanical analysis would be stated somewhat as follows:—

If the proportion of moisture were required, it could be obtained by warming, say, an ounce of the soil, free from stones, in a saucer at 100° C. till it ceases to lose weight. The loss of weight would represent the moisture. In the case of a rich clay land or loam free from stones and gravel, the process would be much shorter, but otherwise performed as described above. With a statement of the character of the stones, gravel, and sand (whether limestone, shelly, quartz, basalt, schist, &c.), such an analysis as above, purely mechanical, would give a good idea of the general quality of the soil; and, without such an analysis, a mere chemical analysis showing the percentage of each constituent would not be of much value. In the chemical analysis the information required is the proportion of—(a) phosphoric acid, (b) nitrogen, (c) lime, (d) magnesia, (e) potash, (f) soda, (g) silica, (h) alumina, (i) oxide of iron, (k) sulphuric acid, (l) carbonic acid, (m) chlorine, (n) total organic matter, (o) moisture. Of these fourteen constituents the first five named above are the most important, and it may be said that on the proportion of these depends the fertility of the soil. We shall, therefore, in this lecture pay special attention to the determination of these five constituents—namely, phosphoric acid, nitrogen, lime, magnesia, and potash—drawing at the same time a distinction between the portions soluble in hydrochloric acid and those insoluble in that liquid.

1. *Phosphoric Acid*.—This is never free by itself in the soil, but always in combination with lime, or, perhaps, occasionally with oxide of iron or alumina. A fair sample of the soil is dried thoroughly in the air and ground to fine dust in a mortar. An ounce of this fine powder is accurately weighed out, heated cautiously in a porcelain dish with half its bulk of strong nitric acid, stirring it occasionally with a glass rod. The heating is continued till it is quite dry and has ceased to give off any acid fumes. More nitric acid (strong) is added, and the heating continued as before to dryness. This is repeated three or four times to insure the complete destruction of the organic matter, the conversion of all its phosphorus into phosphoric acid, and the solution of all the phosphoric acid present. Finally the residue is warmed with dilute nitric acid (one part of acid to five of water) and filtered, the filter being washed with boiling water till the washings pass through quite free from any acid reaction (or till they do not redden blue litmus-paper). The phosphoric acid will now be in the filtrate or solution that has passed through the filter-paper; and in this its amount has to be determined as follows: A solution of molybdate of ammonia in nitric acid is added to it, and the whole is heated to about 60° C. (140° Fahr.), and kept at that temperature for three or four hours, after which it is left to cool for another six or eight hours. This treatment throws down all the phosphoric acid combined with molybdic acid as a fine yellow powder. The mixture is then filtered, when the yellow powder remains on the filter-paper. This yellow powder has then to be carefully washed five or six times on the filter-paper with dilute nitric acid, containing a little

nitrate and molybdate of ammonia. The washings and filtrate are thrown away (after being tested for more phosphoric acid by heating with more of the molybdate), and the yellow powder is then dissolved in dilute ammonia, from which it is finally precipitated by adding "magnesia mixture," stirring vigorously in the cold for fifteen minutes with an indiarubber-armed glass rod. It is then allowed to stand for two or three hours to allow the sediment to settle, when it is filtered, washed with water containing a little ammonia, and finally roasted and weighed as pyrophosphate of magnesia, 222 parts of which represent 310 parts of phosphate of lime, or 142 parts of pure phosphoric anhydride (phosphoric acid). The "magnesia mixture" mentioned above contains chloride of magnesia, chloride of ammonia, and ammonia; it is made by dissolving, separately, in water 11 parts by weight of chloride-of-magnesia crystals, 14 parts by weight of chloride-of-ammonia crystals, mixing these two solutions, adding 60 or 70 parts of strong ammonia solution, and then adding distilled water till the whole measures 130 cubic centimetres. Of this solution, 10 cubic centimetres will be enough to precipitate 3.7 grains of pure phosphoric acid, or the phosphoric acid of about 8 grains of phosphate of lime. The "molybdate of ammonia" solution used above is made by dissolving 10 parts by weight of the molybdate-of-ammonia crystals in about 30 parts of dilute ammonia (half strong ammonia, half water) and afterwards adding 200 parts of semi-dilute nitric acid of specific gravity 1.18.

2. *Nitrogen*.—This important element exists in the soil partly as nitrate and nitrite, partly as ammonia, and partly in the organic matter of the plant-roots and other vegetable *débris*. The nitrogen in the last two of these forms (ammonia and organic matter) may be estimated by the following process: 10 or 15 grammes of the soil is weighed, rubbed up with a few drops of hydrochloric acid, and then dried at a temperature no: higher than 50° C. It is then mixed with its own weight of cold, recently ignited soda-lime, and transferred into a hard glass tube, about $\frac{3}{4}$ in. in diameter, which has been closed at one end in the blow-pipe flame, and which contains at the closed end about 10 grains of oxalic-acid crystals. The rest of the tube, which should be about 20in. long, is then filled to within 3in. of the open end with more soda-lime. A plug of recently-ignited asbestos is then inserted into the open end, and pushed down till it just touches the soda-lime. A well-fitting cork is then tightly worked into the open end so as to close it (the combustion-tube); and through the cork a narrow glass tube communicates with the inside of the combustion-tube, while the other end of such narrow tube leads, gas-tight, into the mouth of a bulbed U tube, containing a measured bulk of standard weak sulphuric acid of known strength. Heat is then applied to the combustion-tube by means of a series of gas-burners, or in any other way, heating first that portion of it near the corked end, and, while still main-taining that front end dull red-hot, working the source of heat gradually back towards the mixture of soil and soda-lime. Bubbles of air will, from the very commencement of the heating, issue from the combustion-tube, and pass by means of the connecting narrow tube into the standard sulphuric acid. Any ammonia in the soil will also pass by the same channel into the acid, and the nitrogen of the organic matter in the soil will, by the action of the red-hot soda-lime, be also converted into ammonia, which will then find its way into the measured standard acid. This will go on till all the ammonia and all the nitrogen of the organic matter of the soil will be received into this acid; the oxalic acid at the far end of the combustion-tube serving the purpose of forming gases which sweep out the last traces of ammonia from the combustion-tube. The bulb U tube, containing the standard sulphuric acid, and now also the ammonia, from the soil, is detached. Its contents are washed out into a clean glass beaker, and its ammonia determined by noting the volume of standardised solution of caustic soda required for neutralising the acid. From an hour to an hour and a half is sufficient time for the completion of the whole process. It does not, however, take any account of the nitrates and nitrites which the soil contains, but, as the process for the determination of these could not well be made intelligible in the course of one lecture, the lecturer would leave a description of it for some future occasion.

3. *Lime*; and 4. *Magnesia*.—These two constituents, as they keep together through the greater part of the analysis, will be best described together. They exist in the soil partly as carbonates, partly as sulphates, and partly as silicates.

That portion of them which is present as sulphates, being soluble in water, is easily determined. The soil is air-dried, ground to fine powder, weighed, and then shaken up with water for some time, filtered, and washed, the washings being added to the filtrate running through the filter-paper.

The solution thus got is then boiled with chloride of ammonia and ammonia, and again filtered. Oxalate of ammonia is now added; the mixture is again boiled for ten minutes, and allowed to cool. This throws down the lime as a white precipitate. The mixture is filtered, washed, dried, and ignited at a red heat over the blowpipe for ten minutes, when the lime is weighed. The last filtrate still contains the soluble magnesia, which is now to be thrown down by adding to it a solution of phosphate of soda and more ammonia. It is now to be stirred very vigorously with a rubber-covered glass rod, and allowed to stand for three or four hours. It is then filtered, washed, dried, roasted, and weighed as pyrophosphate of magnesia, 222 parts of which contain 80 parts of magnesia. The lime and magnesia present as carbonates can be determined by first removing the sulphates of these metals by washing well with water and then dissolving out the carbonates with very dilute cold

hydrochloric acid, and then proceeding as described above for the aqueous solutions of the sulphates of these metals.

The soil that remains after dissolving out the carbonates with hydrochloric acid may now be analysed for silicates of lime and magnesia as follows:—

It is dried and pulverised to very fine powder. A small portion, say three grammes (a gramme is equal to 15.432 grains), is weighed and mixed with about four times its own weight of the double carbonate of potash and soda—"flux for silicates." The mixture is heated for one hour to a red heat in a closed crucible. When cold the contents are dissolved in hydrochloric acid and water. The solution is then to be evaporated to perfect dryness, with constant stirring towards the end, in a porcelain basin. The residue is then moistened and warmed for five minutes with half its bulk of strong hydrochloric acid. More hydrochloric acid is then added, and the mixture allowed to stand at least fifteen minutes. More of the same acid and water is then added, and the mixture is filtered and washed, dried, and roasted and weighed, the weight showing the quantity of silica the sample contained. The filtrate now contains the iron, alumina, lime, and magnesia, together with some, or all, of the phosphoric acid of the soil. To determine the lime and magnesia in it, it is first boiled with a slight excess of ammonia, which throws down the iron and alumina with, probably, some of the lime and magnesia as phosphates. Acetic acid is then added till the liquid smells distinctly of that acid after shaking up. This dissolves the lime and magnesia, and leaves the phosphoric acid in combination with the alumina and the oxide of iron in the sediment. The mixture is now filtered, and the filtrate tested for lime with oxalate of ammonia, and for magnesia with phosphate of soda, as described above.

5. Potash, lime, and magnesia, soluble in strong hydrochloric acid of specific gravity 1.15.

These constituents are determined as follows: A portion of the finely-ground air-dried soil (10 grammes or so) is accurately weighed, and then digested with strong hot hydrochloric acid, with occasional stirring, in a porcelain basin, for five or six hours. It is then allowed to stand for ten or twelve hours, when water is added, and the mixture filtered. The filtrate will contain the constituents named above, as well as oxide of iron, alumina, phosphoric acid, and probably some silica. It is then to be evaporated to dryness, with constant stirring towards the end. The residue is warmed with strong hydrochloric acid and then with water, and filtered for the silica, as already described. The filtrate is then divided into two equal parts, and in one of them the lime and magnesia are determined as described above, the other being treated as follows for the determination of the potash: Boil with chloride of barium, to precipitate any sulphuric acid that may be present; filter, and to the filtrate add ammonia, and filter again: this will now remove the phosphoric acid. To this last filtrate add carbonate and oxalate of ammonia, till all the barium is precipitated, or till a little more oxalate gives no further precipitate; boil for ten minutes, and filter; evaporate the filtrate to dryness, and roast the residue at a red heat in an open crucible till fumes cease to be evolved; now add a strong solution of oxalic acid, and shake it up; evaporate to dryness, and again ignite at a red heat: this makes the magnesia insoluble, leaving the potash and soda as soluble carbonates. Dissolve these alkaline carbonates in a little hot water, and filter; to this filtrate now add hydrochloric acid, which will cause effervescence; transfer the solution to a dish whose weight is known, and evaporate to dryness; weigh, and the weight will represent the potash and soda of the soil (as chlorides now). Stir up the white residue with a strong solution of chloride of platinum, and evaporate in a steam bath to just about dryness; stir up with strong alcohol; pour off the solution (which must be of a brownish-yellow colour if a sufficient quantity of the platinum salt had been added), and wash with alcohol by decantation so long as the washings show the slightest trace of a yellow colour. Now dry and weigh the yellow powder, which is the double chloride of platinum and potassium, 488 parts of which represent 94 parts of potash.

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Reply to Critics "A New Story of the Stars"

Prof. A. W. Bickerton

New Zealand University

Christchurch: H. A. COOPER, "Bijou" Printing Office, 212, Colombo St. 1895

Diagram

TO ILLUSTRATE PROFESSOR BICKERTON'S COSMIC THEORY. showing an Impact of two dead Suns, forming a temporary as two variable Stars. Fig. 1—Pair of stars distorted and coming into impact Fig. 2—Pair of stars in impact. Fig. 3—Stars passing out of impact, and formation of third body. Fig. 4—Sh wing entanglement of matter in each body, Fig. 5—Two variables and a temporary star. A facsimile of a diagram showing the mode of Birth of a New Star as deduced from the Theory of Impact, printed in 1879, thirteen years before the constitution of such bodies had been demonstrated.

Reply to Critics.

I wish to express to the numerous editors of Europe, America, and Australasia who have reviewed the pamphlet, "A new Story of the Stars," my sincere thanks for the entirely favourable and often lengthy notice they have given to the theory of "Partial Impact." There are but two reviewers that even suggest any amendment to it. One of these stands in remarkably good company. He finds exactly the same difficulty that the eminent astronomer, Proctor, did when I explained the theory to him. The other critic makes an objection that is exactly the opposite. The LAUNCESTON EXAMINER in a review of over a column has the following: "All this seems probable enough, but there is one point on which further explanation would be welcome. If two heavenly bodies approach each other so closely as to graze and shear off a portion from the surface of each, it seems incredible that they should separate and continue in opposite directions. Would not gravitation, which deflected their orbits sufficiently to produce collision, inevitably lead to a complete commingling of their respective masses? Perhaps this objection, if it may be called such, will be set at rest in subsequent treatises. With great force Professor Bickerton says:—'A scientific theory that has been able to explain, to correlate, and classify a vast number of facts is considered to be demonstrated when it foretells unknown phenomena of great complexity and unexpected character,' The theory of impact has done this in a large number of cases besides that of Nova Aurigae. Here we must leave a question that is full of interest in the hope that Professor Bickerton's latest appeal to other astronomers to study and test his theory will be accepted, and lead to the widening of our knowledge of the visible universe."

The objection, that if cosmic bodies grazed they could not escape coalescence was exactly the one offered by Proctor. After a long argument he admitted that the enormous velocity acquired by years of attraction could not be destroyed by a slight graze. But of course when the graze is very large the attraction would cause a whirling coalescence. But even when Proctor saw that a partial impact would not stop the stars he told me that he could accept my theory. He said "When we consider the incredible distance between the stars, the chance of impact would be too small to be worth considering. But Proctor did not know the greatness of the number of the stars. Photography has shown us that the number is ten times as great as he supposed. And Sir Robert Ball believes the number of dead suns to far outnumber those that emit light. Again Proctor did not think of the enormous increase of probability of impact due to the mutual attraction of the stars. Probably no astronomer is now living who would think the stars so few and far between that they would never impact. This theory suggests that each star may impact once in about one hundred million years.

The MELBOURNE LIBERATOR, in one of a series of articles devoted to this theory, has the following objection:—The editor says, "I am of opinion that neither body is affected in the slightest degree by the collision, except that each has a slice taken from it by the other." This would be true were shearing the only retarding force. In the New Zealand Transactions of the Philosophical Institute for 1880, page 160, I show that the available energy is at least one hundred millions of million times greater than that required to shear the bodies, were both as hard as iron. The chief cause of both the heating and the rotation is the entanglement of material from the other body. In cut 4 of the diagram, printed in 1879, and accompanying this pamphlet, this entanglement is shown. There is consequently retardation and heating along the line of section. In the middle body there is unbalanced momentum, causing it to spin.

I have to thank Mr. Symes for the very careful study which the detection of this principle shews he has given to the subject.

I was agreeably surprised to find how clearly the "Thought Value" of a scientific theory is apprehended by journalists. In a singularly lucid article, entitled "A Master Key to the Cosmos," the SOUTH CANTERBURY TIMES says:—"Thought requires a foundation of knowledge. . . . But the value of such facts is soon exhausted. A master-key to the mystery of the greatness, the splendour, the multitudinousness, and the variety of the heavens is wanted, to open a way for fertile consideration. The desideratum appears to have been supplied by the theory of 'Partial Impact.'"

It expresses its astonishment that the scientific world should have neglected so prolific a thought. "Why, we cannot conceive any more than Mr. Bickerton himself can." After giving a very able summary of the arguments in favour of the theory, it says:—"Their unwillingness to listen is as extraordinary a phenomenon in its way as any of those the Professor has sought to explain.

The BRADFORD DAILY ARGUS says "Shall we have to recast our notions as to the scheme of the universe? It almost seems so. Hitherto it has been as accepted belief that planets and suns and systems are all hastening to one endless death, and the blackness of everlasting night But from a transplanted Briton in New Zealand—Professor Bickerton, of Canterbury College, Christchurch, comes a newer and more hopeful faith. He has evolved a theory of 'Constructive Impact' which, whilst it offers a plausible explanation of the astronomical

problems presented by variable stars, and the new stars which flare into startling brilliance for a few brief astronomical hours, to subside again into obscurity or disappear entirely, also provides for an endless cycle of birth, maturity and death on the part of stars; akin to that which we see around us in organic life."

After an able discussion of the theory, the article concludes: "There are other directions in which Professor Bickerton's theory fits into ascertained phenomena, but we have said sufficient to indicate its ingenuity and plausibility. The matter is certainly one which deserves the close attention of astronomers, and it is interesting to the general public as another illustration of the truth underlying the old proverb, that there is nothing new under the sun. Even the sun and the stars may not be new for aught we know, but may have gone through endless cycles, beginning with the nebular condition as chaotic masses of heated gas, and passing through all phases until the condition of passive death—as shewn by our moon—is reached, to be again revived, reduced to the nebular condition again by other stars with which they have collided.

"There is nothing inherently improbable in the theory, and no substantial reason why the same birth, growth and death of planets should not go on for all eternity. But how immeasurable does the apparent length of eternity extend when æons represented by the birth and life and death and rebirth of solar systems are the ticking of its pendulum?"

The EVENING NEWS, Detroit, at the end of an article of over a column, says:—"To persons of common education the theory is satisfactory. If it is not satisfactory to the astronomers, they ought to tell us, the world, why not. The subject is too far-reaching and too fascinating to be permitted to become the plaything of [unclear: me] fancy and the laity have begun to embrace it."

Many of the writers in the smaller papers say that they have not the training to scientifically criticise the theory. But if precision of statement and accuracy of thought are any test of a scientific habit of mind, most of the writers are better prepared than many specialists are [unclear: e] criticise the induction, for it is essentially generic. It carries us beyond the ideas of visible matter at one end of the scale; and it travels further than science has generally gone, as to the nature of the movement [unclear: s] the molecules of gases. Not that [unclear: t] suggests any new force or any new property of matter. It simply takes us a [unclear: fsteps] further on in the same direction [unclear: on] the well trodden roads of science lead us. Nor is the new path difficult. It is only remarkable in the richness and wonder of the view it opens out to our understanding; neither is it a great achievement to have travelled these few paces. If I have found what a critic has called, "The master-key of the cosmos," it lay very plain before me, for, as another critic says, "The theory is beautiful in its simplicity." Again, with regard to the capacity to judge, the critics themselves admit that in respect of a new theory a generally well educated man is more likely to be free from prejudice than a specialist. This is more markedly the case when the subject considered is one of cosmic importance.

But if the smaller papers have no writer of scientific training on their staff, surely such cannot be the case with papers like the BIRMINGHAM DAILY GAZETTE, the BRADFORD ARGUS, the ALBANY ARGUS, N.Y., the DETROIT EVENING NEWS, or the PHILADELPHIA RECORD, with its daily circulation of over 150,000, the second largest in the United States. The scientific writer of this last paper, in a letter thanking me for the pamphlet, tells me he hopes to devote other articles to the subject, and many of the other papers ask me for further notes.

I do not know of a criticism in any scientific journal. The SCIENTIFIC AMERICAN, NATURE, The ENGLISH MECHANIC and other such journals, have published letters and articles on the subject that have been sent to them, but I know of no scientific publication that has debated the subject.

If "silence gives consent," the scientific world has accepted the theory of [unclear: Parti] Impact, although it has neglected to use it in its investigations.

Many thousands of papers have been sent to all the chief scientific men, scientific societies and journals of the world; fully half a million columns of newspaper articles and criticisms have been printed and circulated. Many of these criticisms boldly state that the subject must be debated. As the BIRMINGHAM GAZETTE puts it, at the end of a long leader on the subject "No middle course is possible in this matter. The fallacy of his reasoning must be exposed, or his conclusions must be accepted."

The ROCHESTER DEMOCRAT, N.Y. advises me to be patient, but not too patient "Too great patience," it says, "caused the young mathematician, Adams, to rest content when the astronomer royal contemptuously pigeon-holed his elaborate mathematical calculations showing that a planet existed outside the orbit of Uranus. The French computer, Leverrier, made similar calculations and got the credit for the discovery of the planet, Neptune. After the discovery, the calculations by Adams were recalled, and the scientific men of England have been trying ever since to shew that the neglected paper entitled him to credit as a discoverer." The case of Adams, quoted by the DEMOCRAT, does not stand alone. The whole history of science is full of the stolid indifference of the learned to even great generalisations.

In a criticism on this theory of impact, the editor of the OTAGO TIMES says:—"The scorn of various kinds of professors has been the reward of teachers and prophets from Socrates down to Galileo."

In connection with this stolid indifference, the editor of the TRIBUNE, in quoting an interesting letter of

Galileo's, says:—"Most originators of new theories have had to contend against similar apathy. . . . Great geometricians and chemists, such as Gilbert and Bacon; astronomers like Copernicus, Galileo, Kepler, and Tycho Brahe; philosophers of such calibre as Kant and Descartes, have all known what it was either to be openly and cruelly persecuted, or, still worse, quietly and systematically ignored. It seems as though the astronomical world to-day were as unwilling to look into the theory of Partial Impact as were the philosophers and professors at the time of Galileo to take even a look through his telescope. It was this almost brutal indifference which drew from the grand old investigator, when writing to Kepler, the following enthusiastic yet sarcastic expressions:—"Oh, my dear Kelper, how I wish we could have one hearty laugh together! Here at Padua is the principal professor of philosophy whom I have repeatedly and urgently requested to look at the moon and planets through my glass, which he persistently refuses to do. Why are you not here? What shouts of laughter we should have at this glorious folly! And to hear the professors of philosophy at Pisa labouring before the grand duke with logical arguments as if with magical incantations to charm the new planets out of the sky."

Many writers call attention to the similarity of ideas in recent scientific articles to those propounded so many years ago in my papers.

Thus the London correspondent of the PRESS writes:—"A very able and interesting paper on Professor Bickerton's (of Christchurch) "New Theory of the Cosmos" has appeared in that popular science magazine "The English Mechanic and World of Science," It has been read with a good deal of interest, and has brought the remarkable "Partial Impact" or "Tangential Impact" theory of Professor Bickerton prominently before the English scientific world. . . . One good result achieved is that the date of Professor Bickerton's conception is now placed on English record, so that the borrowed (not to say plagiaristic) character of any recent promulgations of the idea becomes plainly manifest."

The identity of the ideas is beyond question; yet I am quite unwilling to think there is conscious plagiarism. In fact, my experience of scientific workers compels me to believe that there is neither the conscious plagiarism nor the "conspiracy of silence," suggested by my critics. A journal tells us, "We have ourselves heard learned professors of mathematics and physics laugh consumedly over this theory, of which they offer no criticism; but what is left for the envious to do but laugh when they can 'detect no flaw in the reasoning.'"

Still I am bound to say it is probable these professors do honestly believe the matter is one to be laughed at. The name "Partial Impact," although it expresses exactly what I wanted to emphasize, yet apparently when first heard has a comic sound. It seems to suggest, as a high official said, that "Cosmic Philosophy" needed the "s" left out in the first word. In fact, even some of my friends think the title unfortunate; yet fifteen years has not brought me a more expressive one.

The critic of the PRESS, in an article so flattering that I dare not reprint it, says, that "for a long time, with Gilbert I could only say, 'It sounds very funny but I don't know what it means.'" So that, although professors may have "laughed consumedly," yet I believe they honestly thought there was something to laugh at.

It is easy to picture one of them taking up a paper on impact and saying to a friend: "Poor fellow! I'll just glance through it to show him the fallacy, you know." Then one can imagine him reading one after another of its clear and explicit statements, and, as he sought for the fallacy, his thoughts, like a string puzzle taken the wrong way, would become more and more entangled. Then he would feel worried, and say: "I wonder where the fallacy is. Of course it's somewhere, but still I can't see it just now. I'll look at it a little more carefully another time."

But the time never comes. Then it happens that Partial Impact is talked about in his presence and, as the critic says, "What is left for him to do but to laugh?" Therefore I believe the editor has erred in stating that it is—"Clearly a conspiracy of silence."

Still it is mischievous. I can undoubtedly trace the loss of good opportunities of launching the theory to such silence and laughter. Of the other charges of plagiarism in the recent scientific articles, in all that I have seen the identity is clearly unconscious. The ideas pointed out are undoubtedly contained in the papers on Impact, but so simple are its fundamental scientific principles that the only wonder is that the ideas have not been worked out years ago. Then, again, even should the writers have got the thoughts from papers I have sent them, the germs of ideas often lie so long without growing into tangible theories that when they do so the writer does not know whence they come. However, it is very encouraging to see how close the thinkers of Europe and America are to the scientific Eldorado, and the many nuggets of thought they have already found must quickly direct them to the prolific bed-rock of the fundamental ideas of Partial Impact.

It is curious to see how many eminent men have touched these ideas without realizing their richness. Sir Robert Ball can scarcely escape the discovery much longer. He already sees that the doctrine of probability proves the vastness of the number of dead suns; he sees that the near approach of such dead suns must have produced, by either grazing impact or tidal action, the amazing phenomena of Nova Aurigæ; he sees in that the piece of my theory that I have called "Selective Escape," and that Dr. G. Johnstone Stoney has struck upon "A most recent and most remarkable idea." This idea is that molecules may have velocity enough to escape a

cosmic body altogether, and that the less the mass of the body, the higher the temperature, and the lighter the molecules are, the more likely they are to get away, Thus Sir Robert Ball has all the primary facts of the induction at his finger ends, he has only to coalesce them and the marvellous series of phenomena that Partial Impact reveals will unfold itself before his mind.

Many workers perceive some of the truths. Miss Agnes Clerke, Professor Flammarian, Sir John Lubbock, Professor Pickering and others have touched the theory in some of its parts, and they are delighted with the beauty of the fragment they have seen; but none seem to have the grasp that Sir Robert Ball has over its many principles. It would not surprise me to find, even at this moment, when I am penning these lines, that the idea has dawned upon his mind, and that he is as delightedly viewing the marvellous panorama it displays, as I was fourteen years ago.

Southland Frozen Meat Company *Versus* Nelson Brothers. vignette

Tried at Dunedin before His Honor Mr. Justice Williams and a Special Jury.

vignette

(Reprinted from the *Otago Daily Times*)

Dunedin: [unclear: O] Daily Times & Witness Co., High & Dowling Streets.

Southland Frozen Meat Co. *Versus* Nelson Brothers.

Tried at Dunedin before His Honor Mr. Justice Williams and a Special Jury.

TUESDAY, NOVEMBER 19, 1895.

The case of the Southland Frozen Meat and [unclear: produce] Company (Limited) v. Nelson Bros, [unclear: Limited]) was commenced at the Supreme [unclear: ort] on Tuesday, November 19, before his [unclear: nor] Mr Justice Williams and a special jury [unclear: 12].

The plaintiff company claim £30,000 [unclear: ges].

Sir Robert Stout and Mr W. Y. H. Hall (of [unclear: cargill]) appeared for the plaintiff company and Mr H. D. Bell and Mr Hosking for defendant company.

The special jurors are Charles H. Tucker [unclear: man]), David Scoular, John C. Seelye, [unclear: John] Blakeley, James M'Gill, James Barr, [unclear: mes] A. Law, David Baxter, John Burt, [unclear: niel] Paterson, W. Wood, and John [unclear: ble].

The pleadings may be thus summarised:—

Plaintiffs allege that by an agreement of the [unclear: th] June 1891, made at Invercargill, plaintiffs [unclear: ned] to sell and supply to defendants and [unclear: de] agreed to take the whole of the [unclear: out] of frozen meat from the freezing works of [unclear: n] plaintiffs for a period of three years from [unclear: a] 1st January 1891. The agreement [unclear: con-] this clause (8): "Nelson Bros. (Limited) [unclear: ll] not during the said term of three years [unclear: st] or assist, or be in any way concerned or [unclear: ted] in the erection or use of freezing [unclear: ks] on land or water at the Bluff [unclear: t] within the limits of the Southland or [unclear: ce] Counties, without making special [unclear: gement] with the company, nor do anything of the like nature which may in any [unclear: y] interfere with or restrict the output, [unclear: ces] trade, or profits of the company." [unclear: es] defendants, without having made any [unclear: ial] arrangements with the plaintiffs, in the [unclear: or] 1891 erected, or assisted, and were [unclear: con-] in the erection of freezing works e at the [unclear: off] known as the Ocean Beach Freezing [unclear: rks], and were thenceforth interested during [unclear: n] remainder of the term of three years. By [unclear: oon] of this action the plaintiffs have suffered [unclear: st] loss of trade and profit, and their property [unclear: l] connection have been greatly depreciated, [unclear: of] their shares have been depreciated, and their output, business, trade, and profits have been interfered with and restricted. The plaintiffs claim £15,000 for general damages, and £15,000 for special damage arising from the competition in the plaintiffs' trade and business caused by the defendants' action.

The defendants reply in effect that they had no concern or interest whatever, direct or indirect, in the erection of the Ocean Beach Freezing Works, nor did they have any interest or concern in the use of the said works during the term of three years covered by the agreement. And for a further defence defendants say that on the 6th May 1892 they entered into an agreement with the Hon. J. G. Ward, the then owner of the Ocean Beach Freezing Works, for the purchase of all the sheep frozen by the said J. G. Ward at these works. The plaintiffs were well aware of the existence of this agreement, and never expressed any objection to the same.

The defendants deny that entering into this agreement amounted to a breach of the agreement of June 26, 1891, and the defendants say that during the period covered by the last-mentioned agreement (from the 1st January 1891 to 1st January 1894) the defendants had no interest or concern whatever in the erection or use of the Ocean Beach or any other freezing works within the limits mentioned in the said agreement. And the defendants deny that they did any act which interfered with or restricted the output, business, trade, or profits of the plaintiff company.

Mr Hall having read the pleadings,

Sir Robert Stout said: Gentlemen of the Jury,—You have heard from the pleadings that have been read that the plaintiff is a frozen meat and produce export company (limited), which carries on its business in the Southland district, and the defendants are Nelson Bros. (Limited), who carry on business in different parts of the colony, and also in London. The point in dispute in this case is really whether this part of the agreement, made between the plaintiffs and the defendants, has been broken or not by the defendants I shall read the clause to you: "That Nelson Bros. (Limited) shall not during the said term of three years [that is, 1891, 1892, and 1893] erect, or assist, or be in any way concerned or interested in the erection or use of freezing works on land or water at the Bluff, or within the limits of the Southland and Wallace Counties, without making special arrangements with the company, nor do anything of the like nature which may in any way interfere with, or restrict, the output, business, trade, or profits of the company." We intend to show you that Nelson Bros. (Limited) have broken that clause of the agreement, and in order that you might fully understand the position we take up, I must ask your attention to considerable correspondence that passed between Nelson Bros. (Limited) and the Hon. Mr Ward. Of course I have to warn you now that you have really nothing whatever to do in this case with Mr Ward's position. We have only to deal with Nelson Bros., and I shall only read those parts of the letters that have a bearing on my case. It is not my intention to deal with Mr Ward's conduct. We have only to deal with Nelson Bros.' conduct, in what they did in reference to this contract. The company's business was to freeze meat and export frozen mutton. The shareholders were, and are, mainly farmers. At the time that this agreement was made—that is, the agreement for three years—there had been a prior agreement, but I shall try to keep away from you all side issues that have really no bearing on this action. They made a new agreement with Nelson Bros, early in 1891. At that time Mr Ward was one of their directors, and he remained a director down to the end of June or the beginning of July 1891. At that time it was seen by the Southland Company that as the number of sheep were increasing in Southland, and the Southland people were taking more to the production of freezers, that it would be necessary to extend their works, and a committee of the directors was appointed to see how that could best be done. I think Mr Ward was one of that committee. However, before that committee reported or any steps were taken Mr Ward resigned his position as a director of the Southland Frozen Meat Company. This took place, as I told you, somewhere in the end of June or the beginning of July 1891. Thus there are practically, as you will see from the correspondence, three parties whose conduct you have in some respects to consider. We have first the Southland Meat Company, who were determined to erect new works somewhere at Matura—a anxious to maintain their own business,—anxious not only to give their shareholders, who were mainly farmers, a good bonus, but in addition to maintain for the farmers the position of a company able to export and have control of the export in frozen meat in the Southland district. We have also to consider Nelson Bros., who were buyers of frozen mutton, and were anxious to get all the frozen mutton as cheap as they could. We have [unclear: E] Ward also, who wished apparently to begin [unclear: th] work of freezing sheep. Now, all this time [unclear: ht] company had been doing exceedingly well. [unclear: l] you take the balances from their own [unclear: balance] sheets you will see that in 1888 they [unclear: made] profit of £2000. I am giving you now [unclear: simply] the balances that were practically to [unclear: credit] the profit and loss account of these [unclear: different] years:—In 1888, £2000; in 1889, £3394; [unclear: a] 1890, £3824; in 1891, £3969. The profits [unclear: na] in some of these years were greater than [unclear: the] balances to profit and loss account [unclear: shown] because in one year they paid £1500 [unclear: a] bonuses out of their profits to people [unclear: vi] dealt with them; and also wrote [unclear: n] to depreciation account another sum [unclear: of] £1500. You will see that these were very [unclear: ha] profits, considering that the total amount [unclear: t] paid-up capital was £14,000, the [unclear: compact] making about 20 or 30 per cent, in [unclear: vay] years on their capital by these freezing [unclear: ment]. It was, therefore, no wonder that [unclear: the] Ward, as a business man, wished to enter [unclear: in] this profitable business; and, so far as we [unclear: ar] concerned, we have no quarrel with Mr [unclear: Wi] for entering on this business. Our only [unclear: qua] said is that we had a contract with Nelson [unclear: bra] who have not only made a contract with [unclear: t] Ward, such as is admitted in the defence, [unclear: ha] have given a concession, and have [unclear: rue] Ward—to use a popular phrase—all [unclear: through] from the commencement of these freezing [unclear: wro] and have been interested in and concerned [unclear: in] the use of the Ocean Beach Freezing [unclear: wro] What you must keep in mind is that [unclear: Neh] Bros, are an exceedingly large firm, and [unclear: they] wished to keep the control of as much [unclear: fran] mutton as

they could, in order to have [unclear: of] big a business as they could. They [unclear: vs] also interested in the Tyser line of [unclear: stea] and wished to get as much trade for that [unclear: is] as possible; and when they heard that Mr [unclear: Wi] was about to start works they did not wish [unclear: t] to go outside of them and to sell his [unclear: mutton] make arrangements with other dealers is [unclear: la] don or other people interested in any other [unclear: li] of steamers. In the first transaction you [unclear: wi] see that Nelson Bros, thought Mr Ward [unclear: would] unable to proceed with these works, and [unclear: the] really leant towards the Southland [unclear: Company] and you will see, as I shall show you [unclear: from] first correspondence, that there is on the [unclear: part] Mr J. B. Reid, the agent for the [unclear: company] strong anxiety to keep not only to the [unclear: letter] his contract, but also to what might be [unclear: tes] the spirit of the contract that had been [unclear: sa] between the Southland Company and [unclear: Nels] You will see from the later [unclear: correspondent] that Mr Reid, whether acting under [unclear: advice] from correspondence, or whatever it was [unclear: be] his principals, weakened considerably [unclear: toward] the company as did the Nelsons, and [unclear: as] shall show they were not content with the [unclear: to] contract to purchase the output, but stood [unclear: at] Ward's back all the time. The first correspondence on this subject took place, strange to say, on July 4, 1891, a sort of anniversary of the American Independence. Mr Reid was exceedingly active on that day. Everybody was in a terrible stir because of the rumour of opposition works, and the Nelsons were anxious to know what would happen in the case of their getting all the output from the Southland works interfered with. On July 4, 1891, the number of [unclear: grams] and letters was exceedingly [unclear: numer-] and most of the telegrams were marked [unclear: urgent."] There seems to have been a terrible [unclear: ver] in Mr Reid's office on July 4. The [unclear: 1st] telegram was from Mr Reid to Mr Cuthbertson:

Confidential. If any truth in report we must [unclear: act] promptly.

The report being that works were to be started by Mr Ward. The information Mr Cuthbertson [unclear: had] was that he had heard that another Napier [unclear: fm] was acting with Mr Ward, and they were prepared to erect new works. Another telegram [unclear: from] Mr Reid to Mr Cuthbertson was:

Confidential. Advise you calling directors together by telegram at once. I can attend, or two directors can be empowered to arrange here, whichever most desirable. Must act promptly, and have Mataura works going before 1st January.

These were the new works the Southland Company were going to erect at Mataura. Previously their slaughtering had been done at wallacetown, and their freezing at the Bluff, The next was from Mr Cuthbertson to Mr Reid:—

Confirm letter. Do not know principals. Advise Napier confidentially. Writing further by express.

Mr Reid does not wait for the letter. He says:

Private. It is imperative that I should wire Nelson reply prompt. Do you think your [unclear: direct] would give us authority build [unclear: Mataura,] we work in with you? If so, would [unclear: advise] on at once rather than Milton. [unclear: This is] confidential. I only want your private [unclear: Inion].

Then came a letter on the same day from Mr Reid to Mr Cuthbertson. He says:

There is evidently no doubt about the opposition works, and I presume Ward was clever enough to tell Mr Turnbull in confidence so as to keep [unclear: him] We must push on with Mataura [unclear: scheme] once, and I will strongly advise your [unclear: directors] meet and appoint two of their number [unclear: to] the matter at once. I would prefer to [unclear: build] Mataura opposition rather than go on with Milton works, and it will end in a terrible loss to pour company if your directors allow this outside company to get possession of the field and prevent our helping them. I agree with you [unclear: that] must work together; if we do not we will be is trouble. I hope you will act promptly, for if a hold front be displayed I fancy the opposition will retire.

Now I ask your attention to that because it may have some bearing on the question of damages later on. Mr Reid, as early as July 1891 predicted that if a strong opposition company were started in Southland it would have a calamitous effect on the profits of the Southland Company.

Mr Bell: No. "If your directors allow this outside company to get possession of the field and prevent our helping them."

Sir R. Stout: We'll see about that. Mr Reid wires to Mr Nelson:

Confidential. Cuthbertson writes that he has it on best authority that opposition works are to be started at Bluff under Ward's local management, and that Williams and Kettle are mixed up in it. Strictly confidential.

Then comes a telegram from Mr Reid to Mr Dobson, who is really the agent for the Tyser Company, and is mixed up with Nelson Bros. (Limited). He says:

Confidential. There is no doubt about opposition I wired about yesterday. Our friend has resigned from directory of company,—

That is Mr Ward.

—and Greenstreet, engineer from Wellington, was down inspecting site on Thursday. We must act promptly and in conjunction with company. See Nelson to-day and wire to-night.

Then comes a letter on the 6th, also from Mr Reid to Mr Cuthbertson:

I have just received your telegram giving me permission see Mr Ward. I feel sure that if your directors stick to their grounds and go on with the works at once that Mr Ward and party will retire. I expect Ward told your chairman of his scheme in confidence, simply to keep him quiet, and it is absurd to suggest working together, as you say, while more sheep are offering than both works can freeze. My only fear is that your directors will not act promptly. I will go south to-morrow morning if you will delay meeting until 5 p.m.

Then comes a telegram from Mr Cuthbertson on the same day, saying:

They ordered machinery first week January. Site selected for works is a few miles this side of Bluff.

Then Mr Cuthbertson says on the same day:

Your seeing him useless. Absolutely hopeless your getting any reliable information. More likely mislead you. Their sole object making money. No compromise possible, though co-operation for a time possible. Arranged meeting to-morrow, 11; expect you there.

There is a telegram again from Mr Reid on the 6th asking authority to see Mr Ward. He sends an urgent telegram on the 6th and another urgent telegram:

It is imperative that I should see our friend. Delay meeting until arrival express to-morrow, and I will attend.

The next is a telegram from Mr Reid to Mr Nelson on the same day:

Leave to-night for Invercargill. Wire me fully to Southland Club Hotel what number of shares you will take in company, provided they increase Bluff or go on with Matura at once.

Then the next is a letter from Mr Reid to Nelson Bros, on the 8th July, telling them about the Southland Freezing Company, and saying this:

I had no end of trouble to get the directors of this company to sign the contract.—That is the contract for three years. I need not get into that question.—

I am a lad to say everything is now settled, and I am able to send you a copy of the agreement by same post. I have been very anxious for some time past for the directors of this company to increase their power, for sheep are increasing very much in Southland, but they would never move in the matter, and it now turns out that the Hon. J. G. Ward, who was a director of the company, is going to build works. The secretary and directors of the company are very much excited about the matter, and I am going to Invercargill to-morrow afternoon to hear what they have to say. I have in view at present a splendid site at Matura Falls, a few miles from Gore, and will try to get the company to build there, for all the freezing can be carried on by water power at very little cost. I had a long talk with Mr Ward the evening before last about his scheme and now know the position. Mr Cuthbertson is of opinion that Messrs Roberts, Brydone, and Co. are interested; but I know privately that such is not the case. The fact is Ward has a very large business at the Bluff, and he finds that it does not suit him to allow all the meat to go away without getting anything out of it in the shape of commission, and he intends to build the works entirely on his own account. I am confident that, had the directors of the company acted promptly, Ward would not have gone so far with his scheme, and even now it may not be too late to fix matters up, for I do not think he is so far on with his scheme as he is trying to make out. The only difficulty I fear is getting the directors of the Southland Company to act promptly. I fancy,—I ask your attention to this—whatever the result is, we will be all right, for I know Ward is very anxious to work in with us.

You will see that this letter was written by Mr Reid to Nelson Brothers (Limited) after a private interview with Mr Ward, and if you will keep this letter of July 8 in mind, and compare it with two letters from Nelson to Reid, you will see that "we will be all right" is practically the key of the position, and they cared nothing so long as they were all right:—

I am going to Invercargill to-morrow, and will write you fully on my return. We have started killing at Milton.

The next thing of importance is this: that the directors of the Southland Company decided to build—at this meeting which Reid went down for in the beginning of July; and then comes a letter to Ward, written by Reid:

I thank you for your telegram of Saturday, which has just reached me.—It is not dated, but it must have been about the 11th or 12th July—

The directors of the Southland Company have decided to build at Matura, and will slaughter there as well as at some station near Gore [*unclear*: I] thought it only right to advise you promptly, [*unclear*: for] it is better that we both should be free to act [*unclear*: a] we think best. I would very much like if you could come to some arrangement with the company—

I suppose that means the Southland company—

for I am confident that, with two works going the result will be a serious loss to both of us—

That means Ward and Nelson, I presume The New Zealand Refrigerating Company as paying railage on all sheep from [*unclear*: Balclutha] Burnside to try and prevent our getting [*unclear*: then] Milton. Freezing charges have been [*unclear*: reduced] 3/8 d, so you well easily see that growers getting all the cream. It is not

Messrs Nelson Bros.' wish that sheep should be purchased under their value, but for the past few months competition has been far too keen, [unclear: and] have been making heavy losses. I will be very glad if you can suggest any way out of the difficulty before it is too late, for I dread [unclear: having] purchase at extreme prices simply to [unclear: keep] going.

The next letter from Mr Cuthbertson to then I do not think is of any importance. [unclear: Then] Ward writes—and this is of importance on the 16th July, showing what took place at [unclear: the] between Nelson and Ward:—

I am obliged to you for your letter [unclear: dated] inst., as also for your telegram apprising [unclear: me] the directors of Southland Company had decided to build at Matura, so that we might both before to act as we think best, and in this I quite concur as I stated to you in Dunedin. I [unclear: would,] matter of what I believe to be best for [unclear: myself] Nelson's people, have preferred to work [unclear: with] and I had, prior to leaving Invercargill, [unclear: told] Turnbull that my desire was to work with them. But since I left their decision to spread themselves (and I, of course, assume with Nelson's concurrence and co-operation) leads me to infer that they have no serious desire to reciprocate my wishes in the matter, and I may add that my express [unclear: desire] work with both was quite *bona fide*. However it is to be a matter of fighting each [unclear: other] make myself quite safe, both so far as the [unclear: cost] erection of works and plant and risk [unclear: of] sheep, and then with a diminished chance personal gain from the sheep freezing business have any other advantage that such a connection may give to my own business. I am at [unclear: present] to discuss any fair and reasonable arrangement. But you can quite understand that unless [unclear: we] agree to something that is mutually satisfactory soon that I must, as a matter of self-precaution fall back on other arrangements that [unclear: I can] fix up. Though I readily and frankly [unclear: say] that as a matter of preference, all [unclear: other] being equal, I would prefer to work with Nelson but if the latter cannot be done I will [unclear: not in] way be put out, and will follow the course believe to be the next best, and your [unclear: friends] do the same. If yourself or Nelsons are [unclear: free] discuss matters with me here kindly let me know so that we may finally determine [unclear: whether] work together.

Well, then, the next letter I have is dated the 23rd July. I may say it is perfectly apparent perhaps it is inevitable in a business of such large dimensions—that there are [unclear: hiatus] in the correspondence with reference to something which has not been disclosed.

Mr Bell: My learned friend is surely not complaining that there has not been ample discovery.

Sir R. Stout: I admit that the discovery is ample. Some things are discovered which do not strictly come within the rule, though within the spirit; but there are gaps in the correspondence. The next letter is on the 23rd from Reid to Ward. It will be seen there is a gap.

Mr Hosking: They are your own gaps. You have not supplied them.

Sir R. Stout: No; they are yours,

I thank you for your letter of 16th inst., which has just reached me, also for your assurance that you are anxious to work amicably with my principals in connection with your future freezing operations at the Bluff. I of course reciprocate your wishes in the matter, but must confess that much as I have considered the question I cannot see how it will be possible for all three to work together when the struggle for sheep commences,

I wish your attention to this, gentlemen, for this is Mr Reid's letter of the 23rd July 1891. You will find that after August the attitude of Reid to the Southland Freezing Company and to Ward underwent a complete change. After August 1891 it is perfectly plain that Reid's sole desire was to keep the company to the contract, and see also that no harm came to Ward. The reason is perfectly obvious, that Nelson Bros, believed they could get command of both works. This is what Reid said on the 23rd July before the change of attitude:

I cannot see how it will be possible for all three to work together.

Gentlemen, if Mr Reid's statements in that letter had been carried out by Nelson Bros. (Limited) you would not have been in that box to-day. As I shall show you later on, this letter was entirely departed from in the next month (August):

I can quite see, however, if you are prepared to consider the question of handing over your machinery, &c. to the Southland Company, or better still, that you could stop the order by cable, how certain business arrangements can be made which will be satisfactory to all parties interested. It is also possible arrangements can be made for the directors of the present company to reserve for you a certain amount of freezing power a little over actual cost of working, and this would undoubtedly be a more profitable way of working than any other. It is not for me to make any further suggestion, but if you think, after reading this, that there is any prospect of coming to any satisfactory arrangement, I can run up to Wellington and have a talk with you. I am confident, if anything is to be done, it should be soon for after buildings are commenced and the money spent the power is concentrated in the holders of sheep. I will be glad to hear from you at your earliest convenience.—Yours faithfully, J. B. REID.

Well, this letter, I presume, was the letter referred to in the letter to London of the 23rd of July. I shall read

that letter, but you must remember, gentlemen, I repeat that up to this time Mr Reid was working with the Southland Company and was not favouring Mr Ward, because he considered it the duty of Nelson Bros. (Limited) to work with the company with whom they had made a contract and not to favour the opposition; but, as I again repeat, later on you will see quite a change in the scene:—

I mentioned in my last letter that there was a prospect of Southland Freezing Company having opposition from Mr Ward, and am now able to give you full particulars. Mr Ward is building the works entirely on his own account, simply as a business transaction, and expects to make a large profit out of freezing operations. He says that his engines are within a few weeks of landing, but as I wanted to make quite sure upon this point, I asked Mr William Nelson to ask you to cable if any engines were ordered for New Zealand within the last few months. I hope soon to get a reply, as the information will be of great service to me in negotiating with Ward. I attended a meeting of directors of Southland Company a few days after writing you, and as I was able to assure them that Messrs Shaw, Savill, and company were not any way connected with Mr Ward's scheme, they mustered up their courage to decide to build at Matura Falls. I wrote to Mr Ward on my return to Dunedin advising him of the directors' intentions, and asking him if there was any prospect of our being able to work in with him before it was too late. I enclose a copy of that gentleman's reply. It reads as if there was a prospect of our being able to some arrangement I have authority from Mr Dobson to offer Ward a joint agency Tyser line of steamers with the present agent (Mr Carswell), and if this will please him I can get the directors of Southland Company to take over his engine, if it has been ordered, which I very much doubt. Of course if Ward has quit a made up his mind to build, he must just do so, and we can please ourselves later on whether we purchase his meat or not. But our duty at present is clearly to protect the present company so far as possible. Mr William Nelson has offered to supply a small engine, fitted for water power, for £1500, from Napier, and no doubt the Southland Company will buy this if Ward goes on with his works and we will take payment in shares (fully paid up) in the company. I have also offered, with Mr William Nelson's permission, to take £1000 in shares in the company—should directors not buy our engine, and also provided directors agree to take back such shares at the expiration of our agreement, provided we do not agree to purchase the output of the works. I have also suggested to the directors that now our interests are so nearly the same we should be represented on the directory.

Now the next is a letter from Mr Reid to Mr Ward, and it says:—

I was all ready to start for Wellington this morning and was detained at the last moment and could not get away.

I may tell you, however, that before then a letter was written on the 8th of August 1891 by Mr Reid to Mr Ward. Mr Ward had had a personal interview with Mr Nelson, and when I come to read a short letter about it you will see that a letter written in August 1891 furnishes you with the key to the whole position. That letter was carried out to a "t," so to speak. All the arrangements made in this agreement as to output was a mere nothing. I shall now read you this letter to Mr Ward from Mr Reid:—

I was all ready to start for Wellington this morning, but was detained at the last moment and cannot possibly get away today. I will therefore explain my ideas as clearly as possible by letter. You are no doubt aware that there are now no commissions attached to the meat business, and strictly *between ourselves*, the producer and purchaser will in my opinion very soon deal direct with each other. The sheep business is therefore now the most profitable to agents, and the proposal I have to make will therefore refer more to this branch of the business than to the other. It is as follows:—(1) That you give up all idea of building works at Bluff or elsewhere and give all your support to Nelson Bros, and to Southland Frozen Meat Company: (2) that in return for this and in consideration of your giving up any rights or privileges you may have secured, you shall be appointed joint agent for Tyser Line (Limited) with Messrs H. Carswell and Co., Invercargill; also, that you get a discount of 2½ per cent, on freezing charges on any of your clients sheep that you may influence through the works. I presume you are aware that loading agents get a commission of 2½ per cent, on meat freight and 5 per cent, on general cargo, besides agency fee for entering and clearing each steamer, so that this is real good business. You could not hope for many years to come, even if you built works, to get half the output of Southland, and I think when last we met you were quite satisfied that there was no profit to be made out of freezing operations, so that if this proposal is carried out it would clearly be a direct gain to you, besides being a certainty. You will understand that I have no authority for saying that the directors of the Southland Company will allow you a discount on freezing charges, for they know nothing of this proposal; but, if you fall in with my ideas, I will suggest that you give me authority to negotiate for you. There is no doubt that as long as Messrs Nelson Bros, purchase sheep in Southland that Tyler's steamers will carry them, and, with Matura in full operation, the output should be greatly increased. I may say, in *strict confidence*, that I told Mr Carswell that I would probably make you this offer, for it would not do to go behind him in any way. He, of course, does not like the idea of losing the business, but is satisfied to leave the matter in our hands to make the best arrangements possible for all parties interested, and I have explained to him that in the event of your accepting,

probably the joint agency in the future, with increase of business, will be as good for him as the whole business has been in the past. I may say, in conclusion, that I frankly admit that I should prefer to work with them against you, and outside of this business altogether there are many ways in which we could work together if thorough confidence existed.

Now I say we come to the key of the position; it is the next letter of August 9, 1891. You will see that as far as we know the circumstances and correspondence that takes place have been up to then between Mr Reid [unclear: and] Ward, but now Mr Nelson comes [unclear: personally] the scene, who writes to Mr Ward on [unclear: August] 1891, as follows:—

Dear Ward,—I have deferred answering you letter on 4th inst.

We have not that letter of the 4th inst suppose it has been lost.

Mr Bell: We have not got it.

Sir R. Stout:

But you know the fix I am in. [unclear: I am] bound by the Southland Company, [unclear: and am] less for two years. All my views have [unclear: been] before them with no avail.

Then listen to this.

You know my wishes on the [unclear: subject,] remain the same as expressed when [unclear: you] here. Dobson will see you on Friday, [unclear: and I] you will fix up matters with him as far [unclear: as be] concerned. Our connection must [unclear: follow in] course. I only regret I can say no more at per sent.

Gentlemen, you can see how [unclear: pregnant] letter is. What does Mr Nelson [unclear: say to] Ward by this letter? be practically says-

While we have a contract I am [unclear: in a] cannot put in writing all I can do [unclear: for you] might be a breach of my contract, but [unclear: you] my views.

His view of course is that he is to work with Ward. He says—

Our connection must follow in due course.

Gentlemen, that was prophetic; the connection did follow in due course. The next thing that happened is that Mr Ward [unclear: writes] Reid on the 10th of August, and as [unclear: far] can remember he does not mention [unclear: this] view with Mr Nelson at all. He puts [unclear: that] one side. There is no mention in this [unclear: letter] his having had a meeting with Mr [unclear: Nelson,] you can see the object of it. Mr Reid, as have already stated to you, told Mr [unclear: Ward] he must remain loyal to the Southland company, and so Ward does not tell Reid [unclear: that] has had any communication with [unclear: Nelson] ever; he does not tell him that Mr [unclear: Nelson] told him practically, "Go on, [unclear: Mr Ward;] have a contract, it is true, with the company but I am at your back." That is [unclear: really] the letter of the 19th of August means. The Mr Ward writes a letter. I do not [unclear: know] it is necessary to read it, but this is [unclear: what] says:

I am willing and ready to come to terms [unclear: and] negotiate for a reasonable time to try to [unclear: do] I believe it is worth an effort on both [unclear: sides] arrange to work together rather than [unclear: against] other.

Then Mr Reid writes on the 11th of [unclear: August] Mr Nelson saying that negotiations [unclear: have] progressed further, and that he intends [unclear: to] to Wellington to see Mr Ward. Then [unclear: Mr] writes on the 14th August to Mr Nelson, it is addressed apparently from Napier:

Correspondence has been going on between Mr Reid and myself *re* freezing operations Southland. He telegraphed me on Wednesday, stating he had forwarded a letter of mine to you, and suggesting that I might see you in the matter. Could you make it convenient to come here for a night after (receipt of letter referred to, or shall I come and see you tomorrow (Saturday). It is somewhat inconvenient to do so, but in order to have the negotiations finally settled one way or another, I fill come unless you come here.

We have net that telegram.

Mr Bell: It was the letter of the 10th August that was replied to in that telegram.

Mr Hosking: The letter quotes what the telegram says.

Sir R. Stout; There must also have been a telegram sent to Mr Nelson by Mr Reid, because Reid replies next day. Apparently having received Mr Ward's letter of the 14th he sent a wire to Reid to say what he is to do, and this is what Mr Reid advises:

Ask him for a copy of letter and his reply. Suggest you hearing all he has to say, and then take time to consider. Do not think Southland directors would entertain his proposal, and we must be loyal to the company. The offer I made was a very good one.

That means the offer about the sheep. Then fee wrote also:

I received a letter from Mr Ward before I left for Christchurch, and wired him in reply that there was no necessity for him to go to Tomoana at present, as all South Island business would be arranged from here. I received a further wire at Christchurch and replied that there was no harm in his going to see you if he wished to do so. I think Ward's offer a fair one, but I am sure the directors of the Southland Company would never

agree to stop operations at Mataura and hand the site over to Ward. I will be glad to have your views on the subject. I may say that I prefer to stick to the company. Mr Ward will probably call on you, and you will find him a very clever man of business, but I would advise you not to give him any more information than is absolutely necessary.

Then comes another letter, which practically explains why Mr Nelson acted in favour of Mr Ward and against the company. The explanation appears in this letter of the 18th August. The first important thing was on the 9th of August, in which Mr Nelson wrote to Mr Ward telling him what I have already read—that section would follow in due course. The next important letter is the 18th of August, from Mr Nelson to Mr Reid. It says:—

Dear Jim,—I have your copy of Ward's letter, I have not yours referring to it; but I may as well at once give you the result of my interview, This is the second interview; the first interview must have taken place before the 9th, and then there must have been another interview on the 15th, 16th, or 17th of August, and these few things are the result:—

(1) I am satisfied he means to build; (2) the machinery has left or is about to leave England; (3) must work with him; (4) I think a Cabinet Minister a useful addition to the firm; (5) I like Ward.

Gentlemen, that is the key to the whole position. You will see that Mr Nelson thought a Cabinet Minister would be useful. Perhaps he has thought since that two Cabinet Ministers would be useful to the firm; and, thinking that, he is determined they must work with him. And, gentlemen, you will see that after getting this letter from Mr Reid I think I am correct in saying—if I am incorrect it is by inadvertence—after this letter was received by "Dear Jim," saying we "must work with him"; that "he likes Ward"; a Cabinet Minister will be useful to the firm"—after the receipt of that letter Mr Reid drops out of correspondence all reference to his attitude to the Southland Frozen Meat Company; he is obeying his principal. Then he says:

I think Ward's suggestion to take over Mataura a good thing for all concerned, but it must be in conjunction with Nelson Bros. (Limited), for our own safety and the good of the trade. I understand that we are pledged to Bluff Company not to take any interest in freezing works in the district during the currency of our contract, so that we cannot join Ward without their consent. Then comes the question. Will they give that consent? They will have to settle the question, whether it is better for them that Ward should start alone or in conjunction with us? I am quite clear it would be better for them if we were in it. This is really the first point that must be settled, as we cannot move without it, and I should strongly advise them to consent. Taken as a whole, I agree with the sentiments contained in Ward's letter to you, so that I need say no more to you on that head. I have told Ward that my feeling is decidedly to work with him, but that I shall do nothing without the consent of the Bluff Company. I should add that one of my reasons for leaning towards Ward is that I cannot forget the slippery nature of the Bluff Company in the past; and, although they are supporting us loyally at the present moment, there is no telling how soon the change may come. At present it suits them—by-and-bye perhaps it won't. I can enter further into details when the question is settled as to whether Bluff agree for us to go in with Ward or no, so set this ball rolling.

That means simply this: You can ask the Bluff Company if you please to consent to make arrangements with Ward, but if they do not, we have a recourse behind. That is what it means, and that I will show is what it did mean. The next thing is a letter from Mr Reid in answer to this letter by Mr Nelson:

Dear Nelson,—I have your letter of 18th inst., and note that you are anxious to work in with Ward. I met the gentleman yesterday, and had a long talk with him over the proposed arrangement. I am going to Invercargill to-morrow to meet the directors of the company on Wednesday morning at 11 a.m. The general meeting of shareholders, called for the purpose of confirming the action of the directors, is to be held same afternoon. I do not agree with you that Ward has made up his mind to build. Nevertheless, I will, of course, carry out your instructions in the matter and, if possible, get the directors to hand over their Mataura site to Ward and agree to allow him, say, to have an interest in the works. I have also rather a fancy for Ward, but knowing him to be very deep and very clever, I don't pay much attention to what he says about machinery being on the way, site secured, &c. I can quite see, however, that after present contract expires it will pay us to work with Ward. My only fear is that, now that the directors have got a sufficient number of shares taken up to make them independent, they will not agree to give up the position they hold. I understand the farmers around Mataura have taken up a lot of shares in the company, and there is every prospect of the works being well supported. I will write you fully after my return from Invercargill, and presume, if directors are favourable, it will be better for Ward and I to go to Napier.

Then comes another letter from Mr Reid of the 1st of September, and he says he could not get them to agree to handing over the Mataura works to Ward, and he gives as a reason that MacGibbons and others are opposed to it; he attended a meeting of shareholders, and they were all in favour excepting Mr Buxton, apparently, of building. He says, I do not think Ward will go on with the works, Then there is another letter from Mr Ward to Nelson, of 4th September 1891, in which he said it would be better if they allowed him to go

to Mataura:—

I should like exceedingly to sell. I should like exceedingly to have worked with your firm in Southland, and I would still, were it possible within a reasonable time, be very glad to arrange to work with you. Mr Reid, when I saw him last, expressed his intention of coming to Wellington and having a further discussion upon this point with me. I can't, however, do more than indicate as I have all along done, my willingness to work with your people and the Tyser line. However, if an arrangement can't be come to, I must do the best I can elsewhere. This I can do, but I will still hold myself free for a reasonable time in the hope that we may be able to make an arrangement mutually advantageous. As far as works are concerned they, however, go on now at the site I mentioned to you. Whether the Mataura people go on or not I am satisfied that the site I have is the very best one in many respects in Southland, and I am not the slightest afraid that even with the advantage of water at Mataura which the other concern will have that I cannot more than hold my own as far as economy of working is concerned. What they save in water I can more than make up in other ways. With kind regards, and trusting that the continuation of earthquakes may be less frequent than when I was with you.

There is also a letter from Reid to Nelson Bros, in London, but I do not think there is anything in that.

Mr Hosking: In that he says he is trying to bring about arrangements with the Southland Company. It is in the last paragraph.

Sir R. Stout: If there is anything I omit to read and you think I should read it, I will read it. Then comes a letter from Mr Nelson to Mr Reid. That is in answer to the letter the 1st of September.

Dear Jim,—I am sorry we have not got Cabinet Minister in our arms, but you can do more, and I feel for you in your awkward position I have just wired you no good coming [unclear: to] Ward writes me that he cannot work [unclear: with] Southland Company, and shall go on [unclear: by]. He is willing to spend reasonable time [unclear: in] negotiations. I have replied that, as he known I am in the hands of the parent company and do nothing without their consent. [unclear: Dobson] up to Wellington in Tyser's interest, [unclear: but I] suppose will do much. My object in [unclear: asking] to write shipping company asking them [unclear: if] wanted meat was to directly identify them.

That is in reference to a different [unclear: matter,] me say that this letter of the 9th of September was a hint, and a strong hint to Mr [unclear: Reid] he was not to allow Mr Ward, if he [unclear: could] it, to escape, in fact Mr Nelson was exceeding anxious to embrace a Cabinet Minister possible, and he wished to see Mr Ward said landed in "dear Jim's" arms. Now [unclear: the] letter was from Mr Reid to [unclear: Nelson] (Limited) in which it is said:—

I suggested to the directors of [unclear: this] that in the interests of the trade [unclear: generally] should agree to close the works for a month or two to limit the supply of meat [unclear: going] but they could not see their way to do face of Mr Ward's opposition There [unclear: will] ever, only be three more shipments [unclear: from] Bluff this year—Bayley, 13,700, 7th [unclear: inst,] Victoria, end of October or early in November 12,000; and Nairnshire, in December, 9000—that supplies from this quarter will excessive I was quite unable to bring [unclear: about] arrangement between the directors of [unclear: this]pany and Mr Ward, for the former would [unclear: not] up their Mataura scheme, and the latter and not entertain the proposal to freeze his sheep the company's works. It remains to what the result will be, but probably [unclear: Mr] go on with his works, and if he can [unclear: get] one to buy his meat competition will be [unclear: keen] not, he will probably be glad to sell [unclear: out] working for a year or two.

You will see from Mr Reid's [unclear: own] that he believed keen competition [unclear: with] Southland Company would [unclear: mean] ing their profits to the injury [unclear: of] Then the next telegram we get is [unclear: a] upon the 3rd November from Reid to Ward.

If you have not ordered boilers, have [unclear: two] would suit you. Reply Wellington Club.:

Why should Reid send to Ward? You think the whole thing was off. Why Ward? This was sent from Wellington in consequence of his seeing Nelson [unclear: or] got letters from him, and this [unclear: was] attempt of "dear Jim's" to [unclear: get a] Minister in his arms. The next thing is in January 1892. You will see [unclear: that] there has been no correspondence [unclear: there] been negotiations going on the whole [unclear: time,] what happens? A letter on the [unclear: 23rd] 1892 from Reid to Nelson says:

Dear Mr Nelson,—I had a long yarn with J. G. Ward this morning, and think we should now make him an offer for the output of his works, for if we don't get the sheep from Ward we will get them from the company, and it is just as well to keep him sweet. I think 2½d (f.o.b.) for 65lb to sheep would fix him for two years same as Southland Frozen Meat Company, or, if you would prefer it, I could probably make a contract for one year at 2[unclear: 3]d (f.o.b.). It seems to me that cannot lose anything by making the offer, [unclear: nd] while Ward is sending circulars all [unclear: nd] the country things are bound to be [unclear: settled]. Ward told me yesterday that [unclear: at]ent he was free to arrange, but he might [unclear: not] the same position within the next few weeks. Of course we can take this statement for what it is worth. But my own opinion is that he is very anxious now to make terms; but if prices improve and he is not in a position to give Better price than the

Southland Company, the tables will be turned, and we will be out of it on both sides. Mr Ritchie told me in confidence that Ward told him that he had been offered freight from Australia, but I fancy this would necessitate giving the firm a guarantee of a fixed Entity, which he could not possibly give. I have promised Ward to make him an offer on Saturday next, so please telegraph the best, you can do on receipt of this.

Well, then comes a letter written on the same day by Reid to Ward, and he says:

I beg to hand you herewith particulars of the new system of grading that Messrs Nelson Bros. (Limited) wish to be used with their meal [*unclear*: all] the colony. Under this system it is necessary that each carcase shall be weighed separately and directly after it is dressed, an allowance of 6 per cent from this hot weight being made to arrive at freezing weight.

Mr Bell: It is admitted that this is a statement from Reid to Ward of the terms on which Nelson Bros, will make the contract for the output.

Sir R Stout: The point is this: The letter or the 23rd January 1892 is the result, no doubt, of a yarn with Ward, and written to him. He has a yarn with Ward. We can only know what is the result of the yarn from what follows immediately after. No sooner is the yarn over than he writes to Nelson:

Let us make a contract with him: we must keep him sweet.

Mr Bell: He does not say he must keep him sweet.

Sir R. Stout: "It is just as well to keep him sweet.

Mr Bell: I beg your pardon. I was looking at the wrong letter.

Sir R. Stout: To keep Ward sweet he tells Ward of a system of grading frozen meat for the purpose of sale, and this letter of the 23rd January 1892, written by Reid, explains what is to be done, and encloses a specimen of the forms to be used by the New Zealand Refrigerating Company. In fact, he tries to initiate Ward into the freezing business.

Mr Bell: No, the purchase of the output.

Sir R. Stout: I repeat he tries to initiate Ward into the way that sheep should be frozen, so as to get them sold profitably on the London market. This is before there was any contract between Nelson and Ward. The key is as far back as August 1891:—

I must have the Cabinet Minister. I like Ward; we must work with him.

Reid has nothing to do with the Southland Company after that, he falls into the same attitude to it, and, to keep Ward sweet, gives him details of how the output should be arranged to secure the best price in London. Then there is a telegram—five days later, on the receipt of this letter of the 23rd January—from Nelson to Reid:—

Make arrangements you propose in letter of 23rd for two years, with farthing less under and over within our limit. We to make freight arrangements. This is imperative.

Well, on receipt of that Reid wrote this letter to Ward:

Referring to the offer for the output of your works and the conversation I had with you some few days ago, you will of course understand that in the event of your accepting the offer of freight, arrangements will be made by Messrs Nelson Brothers (Limited), and you will be free from all trouble and responsibility as far as that part of the business is concerned.

What offer? There is no offer here, except it has been a private offer made privately between them.

I can also manage to secure you a loading concession of per cent, on net amount of freight on all meat supplied by you to Messrs Nelson Brothers (Limited).

That is of importance, because the Southland Company did not get this 2½ per cent, commission. He thereby not only takes Ward's output, but gives him 2½ per cent, commission on the freight, which he did not give the Southland Company, though Nelson was the purchaser of their output for a term of three years.

Mr Bell: Reid was agent for the Tyser line. Nelson Bothers were not.

Sir R. Stout: It is practically the same thing, because the freight arrangements are left to Nelson and Company, who are large holders of Tyser Company stock, and this is a mode of backing Ward and saving him from trouble or loss.

I presume it is not your intention to consign mutton on growers' account, indeed my experience is that very few case to risk the London market, and prefer to accept the best price going. Should you, however, wish to consign—

Here is practically another concession which was not given to the Southland Company—

No doubt I could arrange for a further 5 per cent, on such shipments to be returned to you, part of which you could return to shippers in the ordinary way. As you are aware 10 per cent, primage is always charged, 5 per cent, of which is returned, and no doubt you would receive the same concessions as others. As far as general cargo is concerned, I regret that I am unable to-day to say exactly what return will be made to you, but you have my assurance that you will be secured and placed on the very best footing possible. I need hardly ask you to treat all our negotiations as strictly confidential, and remain, yours faithfully, J. B. REID.

His Honor: Is that the 23rd of January?

Sir R. Stout: The 29th, your Honor. Then comes another letter on the same date about the offer:

According to promise made by the writer, we have now the pleasure of making you an offer for the output of your works, which we feel sure you will consider satisfactory. We will give 2½d per lb f.o.b. Bluff (bags included), for all prime wethers and maiden ewes weighing from 55lb to 65lb, and 2¼d (bags included) for prime wethers and maiden ewes weighing from 50lb to 55lb, and from 65lb to 75lb respectively, net weights in both cases. The carcasses would require to be weighed as soon as slaughtered, and 6 per cent, deducted from lot weights. It is a fairer way of arriving at the correct weight than the old system of deducting 1½ per cent, from carcasses of all sizes. We would not bind you to supply any fixed quantity of mutton, and the agreement would simply be for the output of your works Terms—Cash in exchange for bills of lading. It is possible that you will be freezing some aged crossbred ewes and a price can be arranged for these also. Freight—We would ask you to give us an estimate of your probable output for six or 12 months, and notice of your actual requirements, say six weeks in advance. We would then secure freight or arrange storage, but we would at all times undertake to keep your works clear.

That is another very important thing, another advantage which was not given to the Southland Company. I ask your attention to this:

We may say that this offer is beyond present market value, but we are anxious to work with you in every way we can.

And to show it was beyond the "present market value" I can produce some of their own returns of mutton sold in London in December, the previous month, which, after deducting charges, freight, and insurance, only fetched 2¼d. So they were giving 2½d when mutton in London was only fetching 2¼d, besides not getting any profit for themselves. The object of this is perfectly apparent. Here is what Reid himself says:

We may say that this offer is beyond present market value, but we are anxious to work with you in every way we can.

Then in a private letter on the 31st January, two days later:

Prime lambs, 35lb to 40lb, 3½d f.o.b., bags included. Contract for two years from 1st February.

Yes; will undertake not to give higher f.o.b. prices south of Gore without offering you same terms. I may have at times to give a little more at Burnside for small numbers to fill the freight engaged hurriedly, but will also agree not to give higher prices here for output works without giving you the same terms. Please reply as early tomorrow as possible.

This must have been in answer to a letter or telegram from Ward. We have not got that letter or telegram, but this was in [unclear: ane] some inquiry from Ward. That was on 31st of January. The next thing that [unclear: co] on the 1st of February, and is from [unclear: Bei] Nelson:

Our friend has accepted subject some [unclear: de] He comes here to-morrow to arrange, and can possibly leave here at present.

We have not this acceptance in writing. I do not know what took place Again I say make no charge, or even suggest that any [unclear: h] or correspondence is kept back— is a [unclear: large]ness like this it is very possible that [unclear: these]grams were lost, but we have not got them you must fill in the gaps for yourselves. I was on the 1st of February 1892. Then Nelson says—there is no date given:

Strongly urge Ward to start slowly. He can freeze 800 and store in a new building [unclear: with] machine. His sheep must be absolutely [unclear: her] thick of leg before storing. If out of shape cannot accept them.

Then the 2nd of February is, I suppose, [unclear: f] making of the contract.

Referring to the conversation the writer with you this afternoon we [unclear: have] pleasure of confirming some modifications [unclear: of] agreement entered into with you for [unclear: the] of the output of your works for two years 1st inst.

We have not got the contract in writing needs not read to you the terms. That the 2nd of February. Then Ward confirms agreement, and writing on the 3rd February says:

I now have the pleasure to confirm the [unclear: ar] ments entered into between us, and which briefly recapitulate as under:—You [unclear: to] following pricts for various qualities [unclear: of] we hers and maiden ewes weighing from [unclear: si] 65lb, 2½d per lb; maiden ewes weighing 50lb to 55lb and from 65lb to 75lb, 2¼d prime lambs weighing from 32lb to lb; prime aged ewes, quantity up 0[unclear: to 10] annum, 23 16d per lb, weights to be from 55lb, 70lb. Payments: All payments [unclear: to be] weights subject to a reduction of [unclear: either] cent, or 1½lb per carcase, to be hereafter arrangements it being understood that the system [unclear: of] is to be the same as is carried on for [unclear: you by] Southland Freezing Com many. [unclear: Terms of] ments: Cash in exchange for B.L. Period of tract: Two years from the 1st inn, whole output of the works to be taken by you; the works to be kept clear of by you from time to time as [unclear: required.] is very important. Prices: You undertake not to give a higher f.o b. [unclear: price] of Gore than is given to me without offerings the same terms. Nor you to give [unclear: higher] the output of any works anywhere in Otago

out putting me on the same terms, it [unclear: being] stood, however, as per your telegram of [unclear: 31st] that you have the right to give a [unclear: little] Burnside for small numbers of sheep to [unclear: fill] engagements should you require sheep [unclear: for] purpose. Consignments: In the [unclear: event of] my clients desiring to consign [unclear: through the] on their own account, it is understood is permitted, providing they declare either to [unclear: consign] or to sell right through the season. Generally it is understood that in every respect I am to be placed on a footing equal to that of the Southland Frozen Meat Company. Freight: One month's notice to be given by me of actual steamer requirements, and an estimate of probable output for six or twelve months be furnished to you at early date. All freight to be provided by you, and the matter of commissions on freight of sheep and goods shipped by me to be adjusted between us after consultation between you and [unclear: mer] representatives. It is, however, understood that in this respect I am to be placed on [unclear: ty] most favourable terms.

[unclear: The] comes the letter of the 9th [unclear: February,] which Reid says he has made some slight alteration. There is nothing in that—it is simply making out the agreement. Then the next thing is a telegram on the 9th February, when the thing was completed, and this shows that Nelson has at last got everything to [unclear: his]. In fact, to use his own words, the Cabinet Minister is safe in "dear Jim's" arms.

Tell Ward, with my love, he had better start quietly. Must not expect to freeze 10,000 first 10 says (Signed) W. NELSON.

Then there is another letter from Reid to Kelson, only showing a slight change. Then comes a letter from Reid to Nelson Bros. (Limited), London, and I direct your attention to the latter part of that to show the change of attitude on Reid's part from August 1891 to February 1892:

We have just entered into a contract for the purchase of the output of the Hon. J. G. Ward's works at Bluff for two years, and enclose copy of agreement, which will explain all terms of the agreement. As you are, of course, aware, we have Extract with the Southland Frozen Meat Company for the same term, and the arrangement [unclear: we] just made with Ward will not [unclear: greatly in] the number of sheep or lambs shipped at Bluff

But is of importance.

[unclear: if we] get them from him we cannot get [unclear: them] the company. It will, however, assist [unclear: us], for had he been free at present with Eton selling at 4³/₄d and lambs at 6¹/₄d he could paid growers higher prices than they could get from the company,—

Therefore Reid admits that would mean lowering the output of the company—

[unclear: in all] probability work at the Southland Frozen Meat Company's works would have been stopped. As the matter now stands we have [unclear: ured] the total output of Southland at a fair price, and need not trouble ourselves where the sheep are frozen.

Mr Bell: Would you mind reading the first paragraph of that letter?

Sir R. Stout: We have only got the extract. You see the entire change of attitude. There is not not a single word of duty, of maintaining the Southland Company, and of seeing that the output is not lowered. On the contrary, Reid joyfully says:

We have secured the whole output of Southland at a fair price, and need not trouble ourselves where the sheep are frozen. He also says:

I have agreed to hold the meat in Mr Ward's works covered against all risks from the time meat is put into the works. Will be glad if you will advise Lloyd's Association if necessary.

Then the next thing that comes in is that they begin to ship meat in the beginning of March, and Reid instructed Ward to send full invoices.

In reply to yours of the 4th inst. Mr Ward says:—"Re privacy of meat sale, I still think it is better both in the interests of Messrs Nelson Bros, and myself that no publicity be given to our relationship. It would for a certainty render the buying of sheep more difficult for me and Nelson's opponents would feel that a large monopoly of Southland was in his hands. And this might create further opposition—at any rate, it would not do any good, and I do not see why either of us should satisfy the curiosity of inquisitive opponents. I fully recognise it is only a matter of time when others will know, and I do not think there is any need to hasten knowledge.

Then he agrees on to say that he wishes the bills of lading made in his own name, and he will endorse them. Then, I may mention, that there comes a thing that I am not going to deal with. I will only tell you briefly, because it will take too long to read all the correspondence between Mr Cuthbertson (the secretary of the company) and Mr Reid. In March 1892, no sooner is the thing started than the Southland Company were at once injured and they complain.

Mr Bell: I cannot presume to prevent my friend from reading correspondence, but I propose to object to this as quite irrelevant. The question whether we did or did not carry out our contract with the Southland Company in other respects is not in issue in this action.

His Honor: I do not suppose it is suggested.

Mr Bell: My learned friend is waning correspondence to show that the company complained of not being provided with freight at the time they required it. Now there is a "most favoured nation" clause in the agreement. There is another clause in the agreement between the Southland Company and Nelsons, which is not set out in the claim, enabling the Nelsons to purchase the output of other works, but requiring the Nelsons, if they do so, to give the Southland Company the same terms as they give the other works. A breach of that clause is not set out, nor is any breach of it alleged. Your Honor will understand that it will immensely prolong the case, and the evidence we would give to show we have not given Mr Ward at y advantage over the Southland Company we are hardly fully prepared with. I object to my learned friend bringing in as relevant evidence correspondence showing complaints by the Southland Company that they did not get the same terms as Mr Ward. The Southland Company never complained of anything else. They relied on the clause I have referred to in the agreement—viz, that they are to be on as good terms as other persons whose output was bought That clause not being set out, and no breach of it being alleged, my learned friend proposes to read this correspondence. If it is any part of the *res gestae* on another issue, I presume he may read it, but I make the objection now so that my friend may claim an amendment

His Honor: I think it will be best to take a note of the objection; but until one knows what is in the letters one cannot say they are not admissible.

Mr Bell: I quite understand. But I know what is in the letters.

His Honor: I quite understand your position, but, you see, I cannot very well stop Sir Robert.

Sir R. Stout: I am not reading the correspondence for the purpose of claiming damages under clause 7.

Mr Bell: May I ask whether my friend alleges that the agreement we have set out in the statement of defence is a breach?

Sir R. Stout: Of course, and it is not the only breach. Every step they take is a step to help Ward against the Southland Company. Whenever Ward is in a hole they rush to his assistance, agreement or no agreement, ever since that interview between Nelson and Ward. I may summarise this letter without reading it. When the first ship comes to ship goods from the Bluff, the Southland Company are told, "Though there is room for 12,000 carcasses on the steamer, you can only put on 8000; you are not going to be allowed to clear your works; we have made a contract with Mr Ward to clear his works, and you now stand practically in a second position." This letter of the 12th March 1892 is a letter from Cuthbertson to Reid complaining of the treatment the company met with. He says:

That steamer reached Bluff on the 10th, and we commenced loading her within an hour or so of her arrival this morning. When we had about 8000 on board Captain Todd stopped us loading, saying that he could not take any more from us, although the Star has room for 12,000, and we can, if necessary, supply that number. I have just wired you asking what the meaning of this is in the face of the above arrangement. Our agreement is that you are to supply us with freight as required, and we trust that you will kindly bear this in mind. As far back as the date of the Indramayo loading we intimated the amount of space required in the next Star, and on the 26th ult., in answer to your own inquiry, we wired you to the above effect. But this is not all. On the arrival of the Star, on being asked by Mr Gray how many sheep he wanted, Captain Todd replied that he did not know how many the Star required to till her up, but he had received definite instructions that he was to take 6000 sheep from Mr Ward and [unclear: fro] whatever balance was required to fill [unclear: up] steamer. I may as well say once for all [unclear: tha] must decline to be made a convenience [unclear: to] this manner, and be made subservient. Mr Ward's requirements. If the [unclear: sta] could not take the number [unclear: applied] by both Mr Ward and ourselves, it clearly the proper course to make a proportion division of the total available space, and [unclear: to] we would have had no objection. [unclear: But we] protest in the most emphatic manner against preference being granted to Mr [unclear: Ward as] ourselves. While at the same time we regret any occasion should have arisen to force make such strong representations. But to return the purport of our telegram, we wish to point that while it may be perfectly true that 8000 fair proportion for us to get out of the available space in the Star of [unclear: England,] consider that we are justly entitled to much space as we could fill, that Mr Ward was unable to do so him. The condition of the sheep that he presented shipment, as well as those he had in [unclear: his] were such that the ship refused to take the and under these circumstances we consider we have been badly treated by being [unclear: sta] loading at 8000 when the steamer [unclear: was not] full Finally, we are informed on the authority that many of the sheep and offered by Mr Ward for shipment ([unclear: and of] some 900 were actually taken on [unclear: board]) soft as to be misshapen. Now, no amongst freezing will ever bring these sheep back their proper shape, and we think we are within our rights in calling your attention and requesting that you refuse to accepting land, or from the Bluff, any sheep which any way damaged or of inferior quality. So a procedure will certainly tend to injure the high reputation that Southland meat has attained in the London market on [unclear: account] extreme care bestowed by us on its selection preparation."

So he goes on. I only cite that to show changed attitude. In the letters [unclear: and] from August 1891 till the end of December you can see it written in plain characters cannot be mistaken that the Nelsons were the side of Ward against the company, and everything they could against the [unclear: comp] Whenever Ward was in any difficulty they at once to his assistance, though by their tract it was not necessary they [unclear: should]. The first thing in March 1892 is from Nelson: "Lot of Ward's sheep out [unclear: of] Think should reject shipment and [unclear: take] signment. Reply." A letter to Ward says

I do not see how anything can be [unclear: done] circumstances but send the [unclear: shipment on]ment. I have secured unconditional penny for the mutton and 1 [unclear: 3]d for lambs, plus [unclear: 5 per] primage, which are the very best terms obtained I will write to our London people and explained position, and you can rest [unclear: assured they] tect your interest. Trusting the result satisfactory to all of us.

Then there is a reference in a telegram 15th:

I suppose you gave Ward my message that we should not accept sheep in bad condition. Then comes a report from Reid to Nelson Bros., London, on the 22nd March. He says:

Mr Ward commenced operations some two weeks ago at his works at the Bluff, and Mr William Nelson advised him not to try to freeze many sheep at first, until the timber was thoroughly frozen, but he paid no attention to this and commenced at the rate of 800 sheep [unclear: per], the result being that when the Star of England commenced to load a great many [unclear: of the]es were found to be soft and [unclear: some mis-]. They were then sent back to the works frozen up bard. The captain afterwards refused to give Ward a clean bill of [unclear: lading, and] you will observe marked on it, "A great many carcasses misshapen." I told Ward at first that he should have to send the shipment on [unclear: consignment,] the freight would have to be paid on [unclear: con]ments at this end, I afterwards decided to [unclear: pay] invoice, less 10 per cent., on Mr Ward [unclear: agree] to leave the matter entirely in your [unclear: hands]. again you will see that if they had [unclear: not] to keep sweet with Ward they would have said that his sheep were not up to [unclear: the]ect;. No, "dear Jim" won't allow that. That he says is that he gives the invoice [unclear: price] 10 per cent. That means that Ward gets the price for his sheep, though they were not according to the contract terms, less 10 per cent to cover any loss.

I do not think many of the carcasses are out of shape but please ask your store manager to [unclear: have] carefully classed and reported on fully. [unclear: I] hardly ask you to do your very best for Mr Ward, for he has the greatest confidence in our company and in Mr William Nelson, and he is being all in his power to work with us. I think the only mistake he made was to start freezing separations before he was ready, and, being rather green at the business, he did not know how necessary it is to thoroughly freeze every [unclear: carcase] sending it to the storeroom. There are a [unclear: r] more misshapen carcasses left in the works, which will go forward by Hawke's Bay and which all have to be treated in the same way, but I [unclear: nt] anticipate having any further trouble.

You will observe now that there are [unclear: two] establishments at the Bluff how [unclear: neces] was for us to enter into this contract with Ward, for our contract with the [unclear: Southland] Meat Company provides that we take [unclear: the] output of the works without stipulating [unclear: any] quantity, so that we could only expect [unclear: to] meat from the company when it was low [unclear: in] for when high, growers would all sell to Ward. However, the matter is now settled [unclear: for] next two years, and I think the result will be satisfactory.

[unclear: In] next is the 12th of April 1892, and [unclear: here] a thing which leads up as you will see [unclear: n] the purchase of the works by Nelsons [unclear: them]. The rumbling of distant thunder Eed, as it were, to indicate that the time [unclear: was] for the Ocean Beach works were ready to fall into Nelsons' hands. What they no doubt from the beginning was about to happen. They said if they did not get people to buy the output in a year or two they will only be too glad to sell the works, and Nelson Bros, would get full command of the works, just as Mr Reid predicted. This appears in Mr Reid's letter of 12th April 1892:

I have just received yours of the 7th inst, contents of which are noted. Mr Ward has certainly had buyers out in all directions buying sheep, and no doubt they have bought a great many sheep not fit for freezing, but most of these have been resold as stores. Ward has started sales of stock at Wyndham, Gore, Wallacetown, and various other places, and if his men buy in sheep that are not far enough for export they are sold by auction at the nearest yards. I think it is just possible that he is sailing too close to the wind. But all the sheep are graded and each carcase weighed separately, so I don't see how he can get much the best of us. As far as the Southland Company is concerned, I am satisfied that the quality turned out of their works is the best in the colony. At times there may be a few heavy or light carcasses, but very few, and I don't think it would be easy to get the inspector. It would pay farmers better to sell their sheep as stores just now than to send them to the works, and having no guarantees to fulfil, there is no encouragement to send inferior sheep. I must say that I do not think that there is any necessity for keeping a man to inspect the company's meat, and I will get Mr Ward to buy with more judgment. I don't see how he can be making the works pay, for he is paying 13s 6d to 14s 6d for sheep

and selling again at 2s; but he says it is quite satisfactory. But we will know better shortly. I will not do anything further in this matter till I see you next month. New Zealand Refrigerating Company.—The old contracts made with Turnbull, Martin, and Co. are not completed, and since J. G. Ward started it has taken Mr Smith all his time to keep Martin's steamers going. Formerly, their Tapanui sheep used to go to Burnside, but now Ward's buyers pick them up and send them south. I don't think, outside of this, that Smith has taken up with Martin against the liners.

Then there is a letter of the 25th of April. I do not know that there is anything in that except this:

J. G. Ward: This gentleman is buying sheep and turnips, &c. in all directions, and says he is doing well. I can't understand how this can be, for it is impossible to buy sheep at present at anything under 2¹/₂d (if you buy at per head). I am quite satisfied that he could do far better by making a contract for mutton, as we have done with Ward, than by sending men to buy. I tried this the other day for a few small lots, and it turned out very badly. I have sent Ward a first-class man from Burnside to attend to storerooms, and think for the future his meat will be properly frozen.

Here, again, you will see he is going outside. He is not merely the buyer of the output: he goes out of his way to find men for Mr Ward, and practically to help him.

Mr Hosking: They were to buy the frozen meat.

Sir R. Stout: That does not matter. It was Mr Ward's duty to do that. Why should Nelson Bros., having made a contract, go out of their way to find men to perform the work. again repeat, gentlemen, there is hardly a letter that comes up in the correspondence till the completion of the purchase of the works but shows that always some assistance is being given to Mr Ward. I need not trouble you with further complaints from Mr Cuthbertson. Mr Cuthbertson explains continually that he is not getting the same terms as Mr Ward in reference to frozen sheep. Mr Ward's works are continually being cleared, and I ask you as commercial men to say what this means. As soon as the works are cleared Mr Ward gets a bill of lading, and he gets cash for that at once; he never need have any capital lying locked up for any length of time. Mr Ward has his sheep works kept clear and he gets cash at once, while the Southland Company's works are not kept clear. Then Mr Ward is getting the percent, commission on the freight, while the Southland Company is getting no commission on freight. Why? Then the next letter is 16th May, 1892—Reid to Nelson Bros. (Limited):

You will notice the output at the Bluff is increasing very fast, the reason being the keen competition going on between Mr Ward and the Southland Frozen Meat Company. Mr Ward has been buying sheep in all directions for immediate and forward delivery, and many of the sheep which formerly came to Burnside now go to the Bluff. I may say that I can't understand how he can pay the large prices he is giving, for I have had two of the best men in the district buying small lots for us and had to stop them as the prices were excessive. Of course it is not our business what Mr Ward pays as long as we get good sheep, but I merely mention this to explain how the output from the Bluff is increasing so fast, while Port Chalmers is falling off. I am very anxious to hear how Ward's sheep are turning out. You should do well out of this contract if we can only keep up the standard of quality.

Then I may mention here the complaints made by Mr Cuthbertson. Knowing that as Mr Ward was buying sheep at per head and was buying all kinds of sheep and was lowering the quality of Southland mutton, he knew that he was doing a great injury to the Southland Frozen Meat Company. You have heard what Mr Reid said. It was said the Southland Frozen Meat Company was turning out the best mutton in New Zealand, and to have Mr Ward come in and buy all kinds of sheep at per head, careless of what they were so long as he got his sheep frozen and the bill of lading, as Nelson and Company took them from him whether the quality was first-class or not. There again is another way in which the plaintiff company was injured. Mr Ward had an enormous advantage, because inferior mutton was taken from him at practically full price, and of this Mr Cuthbertson complains. It is very amusing when Mr Reid writes to say he has silenced the grumbling of Mr Cuthbertson, as secretary for the company. Then I come to June 1892 to show you what was going on. It is a letter from Mr Reid to Nelson Bros. (Limited):

Our contract with Mr Ward will, [unclear: as] give us control of the output of [unclear: Southland,] at present a keen contest is being [unclear: fought] between that gentleman and the Southland Frozen Meat Company, and I feel it will [unclear: be] difficult for us to hold the balance. Mr [unclear: Ward] men going all round the country buying sheep immediate and forward delivery at prices which cannot leave much if any margin for freeing the prices we are paying here. His action had course restricted the operations of the [unclear: other] panies very considerably, and it is difficult for to convince Mr Cuthbertson and his direct that we are not paying Ward a higher [unclear: price] 2¹/₂d f.o.b. I am also expecting every day [unclear: to]ceive a complaint from Mr Ward that [unclear: the] now being paid in the north—viz., 2³/₄d [unclear: f.o.b.] vents his buying. But of course we have right to give higher prices at other [unclear: porta] "freight purposes," and we are only purchase now for mail steamers and to complete [unclear: our] tracts with the Nairnshire, so we [unclear: are,] speaking, within the four corners of [unclear: our]ment.

Mr Bell: Would you mind stating that Mr Ward at the same time was complaining they were giving concessions to the Southlake Company. You have it in the letters.

Sir R. Stout: If it is there I have no objection to stating it. The next [*unclear: letter is*] Mr Reid to Nelson Bros.:—

At present the competition is keen between Ward and the Southland Frozen Meat Company. The former is buying sheep all over his district immediate and forward delivery. He is also chasing paddocks of turnips for holding through the winter. I am quite satisfied at the price he is paying very little margin is left cover frozen charges, but this, of course, is not business. Mr Cuthbertson and his direction very much concerned at the turn things taken, for growers prefer to sell their sheep to Ward at per head rather than run the risk their sheep not weighing out so well as they expected. Further trouble arises when we instructions to purchase for the combination higher limit than 2½d f.o.b., for if it is known the south that a better price is going at [*unclear: th*] Chalmers than at the Bluff growers natural wish to take advantage of it. If, on [*unclear: the*] hand. I sit quietly down and allow all the to go south, the Shaw-Savill and Shipping Companies' agents think we want the meat for Tyser line at the Bluff.

The form in which the Frozen Meat Company bought sheep was by weight. [*unclear: Twopeace*] lb was given to the growers. Afterwards raised the price when they could not [*unclear: get*] in consequence of Ward having raised the to 2[*unclear: 1*]d. Ward on the contrary bought sheep per head, no matter what the weight was, act that is what they complain of. I need not the letters between Mr Reid and [*unclear: Mr*] son as to complaints. On the 17th of August Mr Fisher, Mr Ward's manager writes:—

As you are no doubt aware, the Southland Frozen Meat Company have within week advanced their price for prime number to 2[*unclear: 1*]d per lb at their works. This, can understand, is a serious matter as it at once jumps the value of freezers [*unclear: by*] [*unclear: per*] head. Did my contract place me on the be footing as the company, the advance would not have caused me any concern, as I could always more than hold my own among the farmers here when I have an equal start. Is it not possible you give me an equal all-round price with the company? Or if not, can you not under your agreement with them, insist that their price remain as before? Of course you can readily see that did [*unclear: I*] the company were at liberty to increase their purchasing rate it would never have paid me [*unclear: to*] entered into a contract such as I did [*unclear: at*] lower than they were receiving. I fully Estood I would be protecte i in the matter, [*unclear: as*] to me the present move has exactly the same effect that your increasing the contract to the company subseqent to my [*unclear: contract*] have done.

Who led him to believe he was to be protected?

Mr Bell: It was a clause in the contract.

Sir R. Stout: Pardon me, they were not afterwards to give any extra price. What was the meaning of "to be protected?" This must have referred to a private conversation between himself, Nelson, and Reid. Then, how did he get hold of the largest buyer? I will explain. The position was this. A Mr Price was a large dealer in sheep, and there was an arrangement made in Southland that if a person made a five years' engagement with Welson Bros, they would give a certain price. Mr Cuthbertson wanted Mr Reid to allow him to make this arrangement, but Mr Reid [*unclear: declined*] allow him to do this, and why?—in order lathis man might go to Mr Ward. I [*unclear: have*] Mr Cuthbertson's evidence to show you what took place and how it was arranged. Then the next thing that deals with that is a letter dated the 19th August 1892, in which Mr Reid says:

I am in receipt of your favour of the 17th [*unclear: inst.*] strange to say, a letter is also before me [*unclear: from*] secretary the Southland Frozen Meat [*unclear: Com*] requesting me to put the company on [*unclear: the*] footing as yourself-by increasing the [*unclear: price*] by per cent, on the net amount [*unclear: of*]. I don't think, taking all things into consideration, there is much, if any, difference between you; and you are both getting a splendid price for your meat. I have no control over [*unclear: the*]and Company as far as their charges [*unclear: are*], and if the directors like to give [*unclear: away*] by increasing the price to producers I can't Object. I quite understand how difficult it is [*unclear: for*] to purchase sheep just now and make [*unclear: your*] charges out of them at contract [*unclear: price,*] this is all the result of unhealthy compet in Christchurch, and I venture to hope [*unclear: that*] will shortly settle down to their proper [*unclear: level.*] will, I am sure, admit that at present London prices there is less in the business for Nelson brothers than for you. The growers get all [*unclear: the*].

This is another letter from Reid to Nelson:

I enclose copies of letters received from Cuthbertson, Ward, and Cuningham, all of which may be of interest to you. Cuthbertson I [*unclear: have*] to in one letter stating that we get the output of Mr Ward's works as previously advised. No. 2 letter is simply a growl, and I have merely acknowledged receipt and noted contents, and again informed Mr Cuthbertson that the 2½ per cent, loading commission is a concession made by the Tyser Line (Limited), and quite outside of Nelson Brothers. I don't see that we can do anything more at present, for if we give way on this point the directors will very soon want further concessions. All the nonsense

Cuthbertson writes about our treating Ward better than his company is simply bosh, and he knows it. I tried for hours to make him see that as long as he got all the freight he wanted, and when he wanted it, he had no cause to complain, but he must have his little growl, and brought up the question of the Mamari taking Ward's meat over and over again.

Re J. G. Ward. I enclose copy of my reply to letter enclosed. There is no doubt that the Southland Company are far more particular about the quality of the meat they freeze, and I doubt if there is much difference, if any, between the two arrangements, with the exception of course of the grading. I cannot see that anything we can do will mend matters, for if you raise Ward's price he will simply go on to the growers, and there will be more trouble from the other side.

Then comes the letter of the 24th of August 1892. You must remember, gentlemen, in order to understand this letter, that Mr Ward has complained that the Southland Company has raised their price 1/8d, and this prevents him getting sheep and prevents him making a profit. The Southland Company is also grumbling because Mr Ward gets per cent, commission on freight they do not get, and that more attention is paid to his requirements in keeping his place clear than to the Southland Company. The company's letter of the 24th August, you will see, is exactly on the same lines as the first letter Mr Nelson wrote after the first interview with Mr Ward:—

Dear Jim,—Ward spent Saturday and Monday last with me. He is much exercised about an advertisement of the Southland Frozen Meat Company, offering 2[unclear: 2]d for meat delivered at their yard. He also states that he knows that they are lowering their standard of weights to us, thus giving them a great, advantage over him and pre-venting the possibility of his buying. The above are his statements, which, true or untrue, are worth noting. The offer of 2[unclear: 3]d, of course, is true, as I have the advertisement. I will just give a few of my ideas, and you must make what you can of them. I think that 2[unclear: 1]d offer is a declaration of war. Is this wise, and do you think it worth your while to point out to them the un-wisdom of it, and recommend them not to spoil their own business on the chance of injuring Ward. You should compare their weights carefully with the past and see if there is no difference, as Cuthbertson replies that his weights are all first-class.

Now listen to this; "I feel that it will be to our interest to 4 keep Ward alongside of them," which he is not when their sheep are all first-class weights." What does that mean? I believe it is a racing term. "Keep Ward alongside of them"—you are not to allow anything to the Southland Company. Why should net Nelson Bros, have said: "We have a contract with Ward, keep him to his contract; we have a contract with the Southland Company, keep them to it. What have we to do with the fight between them?" But, no. "Dear Jim" is to keep Ward alongside of them. He is not to allow the Southland Company to get any advantage whatever. Those were Nelson's instructions to his agent. Again, I say, carrying out the exact policy that was laid down a year before—in August 1891—that they are to help Ward and to look forward to Ward as being their partner. Then he goes on to add:

I want to give Ward no advantage, but he should be as nearly equal as we can make him, and would rather give him an extra 1/8d per lb on his second-class than let him go to the wall. Of course I would rather not do this (though, if we do, it would be cheaper mutton than we have been getting from Christchurch), but Cuthbertson's letter, which you sent me, makes it clear to my mind that Ward will in future be a more comfortable man to deal with. I fancy Ward is uneasy about the result of his business, and I told him, and was not surprised, as he had no doubt given too much for his sheep on Thursday evening. I have been looking into the weights of the shipment of mutton and lamb from your works and find that there is a much larger percentage of inferior sheep than I anticipated. Out of 37,155 carcasses shipped 10,303 were under 50lb weight, or, say, three-tenths of the total. Then comes another letter of Mr Reid's to Ward, after his receipt no doubt of the letter of his principal, Mr Nelson:—

Since our conversation on Thursday evening I have been looking into the weights of the shipments of mutton and lamb from your works, and find that there is a much larger percentage of inferior sheep than I anticipated. Out of the 37,155 carcasses shipped 10,303 were under 50lb weight, or say 3-10ths of the total. There were only 14,721 first-class carcasses, or, roughly speaking, 2-5ths of the total.

You can see therefore how they treat Ward as compared with the Southland Company, as he is to get two-fifths of first-class carcasses.

Mr Bell: It was only a question of weight.

Sir R. Stout: I know; but the Southland Company were not allowed to have lower or higher weights, or if they did they were told to put it on consignment. The correspondence will show they asked to be allowed even a variation of 5 per cent., and that was refused.

Mr Bell: The Southland Company were not graded at all.

Sir R. Stout: I know they were not; but if their sheep were not first-class, or were below or were above a certain weight, they were not allowed for them on their terms. Then comes Mr Fisher's letter. He says: "I am myself a bit astonished at the very light weights that have gone through, at the same time the quality is up to the

mark. Many of the sheep were halfbreeds and small in frame, though prime." You [unclear: will] then, that Mr Ward is down south at [unclear: the] of August, and is told that no profits [unclear: can] made on what he is now doing. There [unclear: is] telegram from Nelson replying to [unclear: Reid] whether he should not make further terms:

Yours of September 3, I should not [unclear: alter] terms, so far as you propose. Better take thing. The only question is whether [unclear: you] increase the second-class rate for a [unclear: time.] this requires consideration.

"Better take everything" means take a weights and heavy weights. Mr [unclear: Nelson] this concession should be made to Mr Ward. Then there comes a long letter from Mr Ward dictated, I understand, on the railway beta Invercargill and Dunedin, in which [unclear: he] plains that the company are allowed [unclear: to] under-weights. That they are only measure by eye, and that, however careful they [unclear: may] they will be out. Then he offers to [unclear: make] terms. This is a letter dated sometime in September, and it must have been after the 6th before the 20th. He says:

That in our new arrangement the second for under 50's and over 80's be [unclear: abolished] and that when quality of A or F is prime, per cent, of each be allowed to pass, but less than 45lb. These two grades kept [unclear: it] desire, or the 5 per cent, to be graded in with and G, whichever you direct.

Then he goes on to ask for [unclear: further] in his contract. Mr Reid next writes:

We have not written to you confirming arrangements made in connection with [unclear: your] tract with us for the output of the [unclear: Ocean] Freezing Works. They are as follows:-price of all prime, first-class sheep weighing 50lb to 75lb, net weight, to be 2½d per [unclear: lb] prime carcasses up to 80lb net to be taken up per cent, of shipment at the same price sheep under 30lb and from 75lb to 80lb, excepting 5 per cent, already mentioned, to be paid 2d per lb f.o.b. In reply to your [unclear: favour] on the instant, proposing amendments these arrangements, we have to inform the matters contained therein are [unclear: receiving] ful consideration, and as soon as we have mined what course should be followed [unclear: we] write you further. In the meantime, it will better to abide by the new arrangements as stand, so please invoice the Star of [unclear: England] ment in accordance therewith and oblige.

Now, gentlemen, you will again see here alteration of the contract made between and the company—made, to [unclear: use] words, to keep Ward alongside [unclear: the] Company. Then there is a letter on the of September from Nelson Bros. (Limited) it is not of any importance. The next [unclear: is th] Reid to Nelson Bros. (Limited), and this [unclear: is] importance:

You will notice from the memo, [unclear: enclosed] change has been made in Mr Ward's prices was done after Mr Nelson, with Mr Ward and self, had gone into the matter fully. [unclear: The] will, I trust, enable the contract to be complete without further trouble. It was found [unclear: in] that Mr Ward could not compete with the Southland Frozen Meat Company, and we were anxious to make their prices as nearly equal as possible. On the other hand, I wish to stop Ward from sending so many light sheep, and think the reduced price for light and heavy weights should have the desired effect.

You will see there that the reason of the change of Ward's contract was simply because he thought Ward could not compete with the Southland Company unless they altered the contact, and in September 1892 they altered his contract in order to enable him to compete. That is a letter of the 1st October. Then comes a letter, and a most important letter, and this brings us into a new branch of the case. It is dated the 14th October 1892. Ward has been running in competition with the Southland Frozen Meat Company, and he finds that he cannot make his way in what he is doing. According to Reid's letter he is losing money, In order to prevent him going to the wall they after the contract so that it may be beneficial to him Nelson's instructions to Reid are, "Lay Ward alongside them; do not allow the Southland Company any advantage; it is our interest to make a friend of Ward, to keep Ward with us; and in order to do so, alter the contract and give Ward the assistance he requires." The freezing [unclear: arn] is nearly up. He had been freezing since March 1, and I suppose that freezing stops in the end of October or in the beginning of November. He sees the result of his operations for the first year. He has made complaints that he is in an unfair position through the Southland Company offering an eighth of a penny more; and then, on October 14, he writes this private letter to Nelson. Before this letter was written he had a [unclear: pri] talk with Nelson. What took place [unclear: we] know, we can only gather from [unclear: the]pudence, but to suggest what took place is that Ward said: "Why not come in and [unclear: be] in these works?" And here is [unclear: the] written from Wellington:

I go home on Monday, and I will be glad if [unclear: you] consider whether your firm would come [unclear: I] the concern independently of all other people. If we can agree upon fair and reasonable conditions I am favourably disposed [unclear: in] direction. I would be quite willing [unclear: to] you the controlling of the whole [unclear: concern.] you could not come in during [unclear: the cur] of the existing contract—

[unclear: did not] know the resources of Mr [unclear: Nelson—] Southland Frozen Meat [unclear: Company;] if we can come to any [unclear: understanding] I quite willing to wait. I feel [unclear: it] be to my

interest likewise to join [*unclear: you*] this venture, and I am also of opinion [*unclear: it*] be to your interest likewise. I want [*unclear: to*] entirely clear of farmers in the concern, [*unclear: as*] associated with them as shareholders and the works become a lever to enable them [*unclear: to*] down the profits of the works to [*unclear: assure*] additional value to their stock. From the time [*unclear: I*] started up to the end of the year I will have put through 120,000 sheep, and can with some confidence anticipate next season doing over 200,000. I will need to double the storage capacity of the works and to put in another engine, and I think with this a large portion of the work of Southland can be overtaken. In considering the matter I also can see that if we are together the Southland Company at the end of the existing contract must be amenable to reasonable prices. As far as you are concerned, and as far as the works at Ocean Beach are concerned, the less independent they are—

Which, of course, means the farmers—

The better it will be for the works and for you. My own idea, roughly, is that I should accompany the concern, you taking an interest to be agreed upon, and that we should work for our joint interest. I will, if you are agreeable, discuss the matter with Mr Reid and further developments may result therefrom. Nelson then writes:

Dear Ward,—I have your letter of the 14th inst., but you don't say very much in it, so I have written Reid and given him a few heads for discussion with you, which I hope will lead to business. The prospects of the meat trade at the moment are not very brilliant.

The next paragraph, about a cable guarantee, I need not read.

Mr Bell: It shows that Nelson and Ward are not associated in politics.

Sir R. Stout: I do not know. It does not show that Nelson had any politics. All he wanted was a Cabinet Minister to himself.—(Laughter.) The next is a letter to Reid on the 18th October:—

Dear Jim. . . . J. G. W.: I have had a long letter from Ward with absolutely nothing in it except that he will be glad to go into partnership with us, and suggests a talk with you. You need not put yourself out of the way to get a little talk, but first time you meet you might have a go at it as a preliminary on the following basis: (1) We must buy right out, but would like to give some of the N. B. (Limited) shares as part payment. (2) Should not give money for goodwill, as I consider sheep have been bought so dear that we shall start on a worse bottom than if the business had never commenced, as we shall have to work prices down to such an extent. (3) I don't look with favour on the "large amount of business" Ward has done, as I am sure a lot of it must have been bad; and although Ward may have numerous off-sets against losses of sheep, we should not have. (4) We should no doubt be able to do a large business through Mr Ward, so long as he bought at our prices, and after the farmers had become accustomed to the altered condition of things. Probably we can buy from him at per lb as at present, only we should do the freezing. (5) Price of work must be reasonable. (6) If we bought before this time next year, we should want to consign to the S. R. Company. This is just a rough and hurried outline, and I think you cannot do better than read them straight out to Ward, with as many of your ideas as you can produce.

At that time a year's freezing was about over, and Ward, having seen no doubt the result of a year's operations, was anxious to conclude a partnership with Nelson. In a letter sent by Reid to Nelson on the 23rd October:

I had a long yarn with this gentleman on his way south-

That is, Ward—

And he seems very anxious to work in with us. It will be better, however, to delay discussing the partnership business until after I have had a talk with you. When do you propose coming south? I have a long letter from Ward's head man *re* "light sheep," further concessions, &c., but I will not trouble you further on this matter, as I know your views on the subject, and will decline to give way any further. What about purchasing fat lambs this season? There will be a large number offering.

Then Reid writes to Ward, and this letter is of importance, as showing what the result of the new variation of the contract is so far as Ward is concerned. It is dated the 27th October 1892, and he says:

You will also observe in looking into the figures [about the Star of England shipment] that the last concession made you resulted in your getting £361 0s 7d more for the cargo above referred to than you would have done under the original arrangement.

That is a further clinching testimony of what was meant by Nelson practically telling Reid to "lay Ward alongside the company." He made this concession to Ward of what was practically a gift of £361 on one cargo alone. Then he says about the Southland Company:

It is just possible that the Southland Company pass a few light sheep, but, as I previously advised you, I can't compel directors to weigh each sheep separately, and suppose much as we dislike the old system of weighing five or ten carcasses at once we must put up with it until the expiration of the contract. I feel confident that if you give your buyers instructions to be very particular when buying only to take prime sheep, the number under 50lb will be very small indeed and easily disposed of to the local butchers. I trust you will fall in with my views in this matter, for, as you are aware, both Mr Nelson and myself are most anxious that you

should do well and be satisfied with the arrangement.

Gentlemen, you will see at once that all these letters are not the letters of an ordinary buyer of goods, a merchant, who has made a firm contract for two years with a customer. They are not that at all. Then comes a letter from Fisher to Reid:-

The concessions on the old agreement resulting in my receiving £361 0s 7d more for my last shipment than under the original arrangement I thoroughly appreciate and feel grateful for.

Then he goes for a further concession.

Mr Bell: He refused to adopt the same style of weighing as the company.

Sir R. Stout: The next we hear is a communication from Reid to Nelson on the 27th October.

Mr Bell: Would you mind reading the last two paragraphs of that (Fisher's) letter?

Sir R. Stout: I have not the slightest objection.

In considering this matter I trust [unclear: you] recognise that upon the meat I [unclear: have] shipped I have done it cheaper to you by [unclear: less] £2000 compared with the company's price.

As to whether that is so or not, we [unclear: have] Nelson's letter that his [unclear: company] made an enormous loss on [unclear: this] through having to pay Ward more [unclear: than] got.

This is a tremendous handicap, and I [unclear: have] doubt that notwithstanding this my [unclear: quality] been quite up to theirs. The whole thing turns on quality—it was never up to the Southland Company's.

And I think you will agree it was not intended between us when the arrangement was originally made that I was to be in a worse position than the company. I do not like pressing for consideration, but I am confident that if you go into you will find that I have some grounds for your consideration.

Well, gentlemen, I'll show you by-and-bye what Nelson thinks of that.

The next thing apparently, is that Ward wants the Elginshire's machinery, and Reid writes to Nelson:—

I enclose copy of letter just received from Ward which is a reply to a letter I wrote him pointing out how the last concession made him had results in his favour. I don't think we should [unclear: way] further unless you have any special reason doing so. I did not intend to give you any further trouble in this matter, but on second thought decided to send in this letter. When do [unclear: you] pose coming south? . . . I wired you [unclear: to] asking if I should sell the two boilers [unclear: lying] to Ward at first cost, giving him 12 months without interest, on the understanding if we join they go as part payment. Ward has [unclear: seen] and likes the look of them very much, though of course he only professes to view them with eyes of a layman. The offer made is not a particularly good one, but there doesn't [unclear: seem] chance of selling these boilers to better advantage and if you are satisfied with Ward's proposal may as well be out of the interest on their one way as the other. Kindly let me know your views on this matter and oblige.

In reference to that you will find, as [unclear: the] correspondence goes on, that Ward got the boilers and they were not paid for up to the end [unclear: of] contract. Then, after a letter from Rail Nelson speaking about these boilers, there is letter on the 1st December showing what Nelson thought of the profit of £2000. It is dated the 1st December 1892:-

Dear Jim,—Enclosed report from our London store manager is a complete answer to [unclear: your] of November 2 enclosing copy of Ward's [unclear: last] dictating conclusively that no [unclear: further] can be made, and that those already [unclear: made] not have been. The consignment as a whole been most disastrous, and unless Ward [unclear: means] ruin himself and his trade entirely, [unclear: some] sale alteration must be made. It does [unclear: not] surprise me that it should be so, as [unclear: Ward] cannot possibly know how good a [unclear: sheep] he is. It has taken us years to learn business, and I have felt certain [unclear: all] that Ward was falling into the error indicated by our store report. As I have mentioned before, Ward is very proud of the number of sheep he has put through, but it has always seemed to me that he has acquired these sheep by giving more for them than they were worth. This class of business is better let alone, See Ward if you can, and go through this matter with him, and show him this letter as expounding my views.

So you will see, gentlemen, the statement about £2000 is simply ridiculous and absurd. It was a dead loss to Nelson, and disastrous, The next letter from Ward to Nelson asks—

Would you oblige me by getting one of your clerks to send me a list of all rates of wages that you pay to the men in the various departments at your works. It would be of service to me as I am framing the rules and regulations to be put up in the works. I hope it is not troubling you too much, but I shall esteem it. With kind regards.

Then the next is a letter from Ward, on December 31, to Reid:—

If Mr Nelson still thinks seriously of entertaining the idea discussed between us of taking an Brest in the Ocean Beach Freezing Works, I should be glad to have the matter further discussed and a definite point arrived at. I refer, of course, to the time when present contracts expire. I am still willing and desirous of giving a strong preference to Nelsons, but if there is any likelihood of our not agreeing I want to know as early as possible, as overtures have been made to me without solicitation on my part which I have not and do not intend (until I

know finally whether we are likely to agree) to in any way encourage, But I am frank with you in saying that if we are not going to do anything it would then, in my opinion, be in my interest to entertain the proposal made to me. I want a reply as early as convenient, and I am prepared to meet you, and discuss the matter with you, with a view to ascertaining and fixing, if necessary, a prospective arrangement; and, as this letter indicates, this is in confidence.

Then, on 16th January Reid writes to Ward:

I have been from home, or would have replied earlier to yours of the 31st December. I feel sure that Mr Nelson is still prepared to entertain the ideas of taking an interest in your works provided everything is satisfactory; but I fear if you still expect to get goodwill, there is little chance of anything being done, for you will, I am sure, agree with me that the future of the trade, as far as New Zealand is concerned, does not look very bright at present.

This shows there must have been a private conference between Ward and Reid at which the paying of money for goodwill was mentioned.

I think to bring the matter to a head it will be better for you to state fully what your views are on the subject, and I will communicate with Mr Nelson, or, if necessary, go up to Napier and talk the matter over with him. You would require to take us into your confidence and state what works have cost, storage capacity, freezing power, &c., &c.; I feel sure you will find it to your advantage to work in with Messrs Nelson Bros., and trust some satisfactory arrangement will be arrived at, but whatever the result of the negotiations may be, you can rest assured that any information you may supply me with may be treated as strictly confidential.

And so on. Then comes a letter from Mr Ward to Mr Reid, in which he says:

I will place in your hands in writing fully what my views are. It will then be for Mr Nelson to consider. The day after I wrote the wire to you of 31st ult, the chairman and banker of the Southland Frozen Meat Company interviewed me and suggested our working together. I heard all they had to say. They wanted me to amalgamate our respective works. I declined to entertain the idea of amalgamation, though I expressed my willingness to work with them on the basis of each of us doing half the business of Southland. They have interviewed me again, and I expect to hear something further from them this week. If they like to agree to a fair and equitable basis to work upon I am on, but it must be *bona fide*, or, as far as I am concerned, I will not agree to anything that means their having the thick end of the stick.

You will see what Mr Reid thinks of that letter and what he says of the general working of the Ocean Beach Company. On the 11th of January Mr Reid says this:

I think the time is now at hand for making a satisfactory arrangement with Ward for taking over his works, provided you have any idea of doing so. When I last discussed the question with Ward he was so strongly of the opinion that he should receive goodwill that I thought it better not to push the matter further. Your letter that followed gave Ward clearly to understand that you had no intention of paying him any goodwill. There the affair was allowed to rest until the 31st of last month, when I received a private note from Ward asking if you were still prepared to consider the matter. I now enclose copies of the letters which have passed between us, and which will, I think, explain themselves. I think Ward has found out at last that he has not been making money, and that it would pay him better to take your advice and put through half the number of sheep. I doubt, however, if he will ever come to an arrangement with Cuthbertson, for he (Ward) will want all the best of the bargain. I have several times suggested to Cuthbertson that he should try and work with Ward, but he always said it was impossible. Now I fancy that the directors of the company find that they are short of capital, and they cannot afford to carry on business at a loss. It is just possible that the present is a most opportune time for us to step in and get control of both works. As matters now stand we hold the key of the situation. If we refuse to purchase the output of either works after expiration of present contract neither Ward nor the Southland Frozen Meat Company can carry on, for they have not the necessary capital to enable them to buy and ship on their own account. Of course there is the possibility of Dawes and Martin having a cut in, for the Bluff would just suit their cargo steamers, but you will have a very good idea if there is any probability of opposition from that direction. To come to the point, if you wish to join Ward, and either lease the Southland frozen Meat Company's works or again purchase their output for a term of years. I feel confident that the present is a very good time to work. You will observe that Ward mentions in his letter that he has had an inquiry from London, but I doubt if there is much if anything in this unless, as I stated before, Dawes and Martin are trying to get behind us. I talked the matter over with Dobson this morning, and he seems to think there may be something in this. Should you wish to write to London on the subject I would suggest that you do so as soon as possible, for we could then act promptly should it be advisable to do so.

Then Mr Reid writes on the same day to Mr Ward:

I am glad to learn from yours of the 8th inst. that there is a prospect of your making a satisfactory arrangement with the directors of the Southland Frozen Meat Company. I several times suggested to Mr Cuthbertson that he should discuss a proposal with you which would prevent absurd prices being paid for

sheep, but had almost given up hopes of anything being done. I presume you will write me before you definitely fix the matter and I will be pleased to give you every assistance in my power. I will be glad if you will write me as soon as possible stating what you are prepared to offer Messrs Nelson Bros., for it will take a little time to discuss the matter with Mr William Nelson after your letter reaches me.

On the 23rd of January there came a letter from Mr Nelson:

Dear Jim,—I have been on my back for some weeks, so have been unable to write you, and I am not now very fit. I still think we shall have no difficulty in coming to terms with Ward, and I like the idea of taking up the Southland Company as well. I suppose they would take their money out in shares in Nelson Bros. (Limited), which would give them an assured dividend. Could you sound them quietly on this point? I have received no proposal from Ward; please hurry him up with them. What proportion would he be prepared to take in shares? We must have the district interested in us, or I would not care to have anything to do with it, and the farmers may be assured of fair treatment from us, as we could not afford to court opposition. I have wired Dobson to come up at once.

And so on.

In any case prevent Ward or the Southland Company from doing anything with anybody else till we have had our show.

The next letter is from Mr Reid at Dunedin to Mr Nelson:

Ward has at last put in writing his offer in connection with the freezing works, and I now enclose copy of his letter. He assures me that his reason for wanting to get the matter settled one way or the other is that he has had a cable from Weddel asking whether he is prepared to sell his works. You will probably know that there is likely to be nothing in this. Mr Ward has given me some private information which he has no objection to my passing on to you in strict confidence. It is about the Southland Frozen Meat Company. He says he got it from one of the directors. The directors of the company have had to give a joint and several guarantee for £2000 each. Four of them guaranteed. One, Mr Carawell, has refused to do so. Mr Ward states that [unclear: the] tors were called upon either [unclear: to] or resign. Carewell refused to [unclear: do] Ward also says that there is no doubt if [unclear: we] to get the Southland Company's works, [unclear: or] any arrangement with the company, we [unclear: shall] able to [unclear: do] on a very early date, as there [unclear: is] to be trouble soon amongst the [unclear: guarantors.] tened to all he had to say, but made [unclear: no] It seems to me that at the present we are [unclear: in] position of being able to buy any of [unclear: the] The question is whether it is worth buying one at all. If it is your wish we should buy Ward out, possibly arrangements could be made to lease [unclear: the] works for a term of years [unclear: by]ing the shareholders a certain rate of [unclear: in] covering the dividend and depreciation. As I have already mentioned, this information about Southland Company is simply what Ward has me, but I am sure that they have not suffice capital for their works to carry on decently.

Then he goes on to refer to the output [unclear: of] works and to oleomargarine. I need not into that. Then (and this is still in January Mr Ward in his letter says that he is prepared to sell the lot for half cash—say £14,000, the balance in fully paid-up shares in Nelson Bros. (Limited), and all the terms are given the whole of the management [unclear: of] freezing works in future to [unclear: be] under the control of Nelson [unclear: Bros.] next is a letter from Mr Nelson [unclear: to] Nelson in London stating the terms of [unclear: the] and reiterating the offer that has [unclear: been] to you—namely, the offer that Mr [unclear: Ward] made to Nelson. He says, "His propose are much more reasonable than I anticipate and I strongly recommend their acceptance. Briefly he wants him to give him power [unclear: to] chase Ward's works. That is [unclear: on]ruary 2, and he writes on February 4 Reid that he wants to have a [unclear: discussion,] he would be down to [unclear: take] in a conference, and that [unclear: he] business may result. Then on the February Mr Reid fancies that [unclear: be] try to get the business of the [unclear: Southland]pany before making anything known that is likely to be done with Ward. Because [unclear: if] ducers thought they were going to [unclear: get] of both businesses they might form [unclear: a] and decline to sell. Then, on the February there was a letter from Mr Ward but this was not important. On the [unclear: same] there was a contract made between Nelson Bros. (Limited) and Mr Ward.

Mr Bell: No; a proposal.

Sir R. Stout: No; it is a contract, because prevented Ward selling the works [unclear: to] else. It says:—

In consideration of the sum of 5s, the nd of which is acknowledged, I hereby [unclear: place] offer to Nelson Bros, and Co. the [unclear: whole] Ocean Beach Freezing Works, including [unclear: the] of my freehold land, buildings, [unclear: machinery,] and fittings of every description set [unclear: forth] schedule marked "A" and attached hereto, together with all other appurtenances in, about, or upon the permises. The items set down in the said schedule marked "A," under the head of contingent expenditure, to be completed in a workman like manner. The price to be paid to me for the foregoing to be £32,000, £16,000 of which shall be paid in cash, and £16,000 in fully paid-up shares in Nelson Bros. (Limited). This offer to remain open until

Monday, 15th May, 1893, and if accepted the £16,000 cash shall be paid to me not later than 1st January, 1894, and dividend upon the shares transferred to me shall be calculated, and shall be at the same rate as paid to other shareholders for the year ending 5th September 1894. The business management of Messrs Nelson Bros. (Limited) to be entrusted to me in Southland at a salary of £650 per annum as long as I fill requirements to Messrs Nelson Bros.'s (Limited) satisfaction. The business to be conducted in the name of the Ocean Beach Breezing Works so long as I retain the business management.

You will see here is an offer, a contract made on the 20th October 1893, which will prevent Mr Ward selling to anybody else until May 1894. The next letter of importance is the letter of the 7th of April. This is a letter from Mr Nelson to Mr Reid. It says:

Talked to Roberts and the other day he told me that Ward was buying "anything." many sheep being only stores. Possibly his remark had nothing in it, but it put the idea in my head that possibly a good deal of supervision would be necessary, and I think it might be wise, as our interests in that quarter are now large, that you should have a man of your own (or rather that should) to overlook the sheep at both works every day, as the Southland Company are by no means too careful in our interests. Has Smith's Company taken up entirely as against the Liners, or is he snipping by both?—

That remark is rather pregnant, "as our interests in that quarter are large." Then on 14th of April Mr Nelson wrote from London:—

Mr Sunderland arrived last week, and the proposals brought by him with regard to the purchase of Ward's works were laid before the board last Wednesday, when it was decided to accept them. It is understood that the annual payment to Mr Ward is to be made only so long as he is useful to us.

And the offer was accepted in New Zealand from a cablegram of the 18th of April 1893:—"We have received a cablegram from our London office intimating that they are prepared to accept your offer for the Ocean Beach Works to us as per proposal, and the terms Sunderland took Home with him. We will, however, send you an official acceptance of your terms in a few days." Mr Ward writes:

Dear Reid, Mr Nelson handed me acceptance of the freezer offer the day he arrived here en to England. He and I spent a day at the freezer, and as we were measuring and sketching for Mr Nelson's information it is not to be wondered at that the busy tongues of some who [unclear: saw] have been at work. I have since been asked twice if it was true that Nelson had bought the works. I, of course, emphatically denied it, and said it was not true, as it may not suit Mr Nelson to have it known. Of course the sale does not date until January, and essentially it is quite true to deny any idle rumours of busybodies, who want to know more of other people's business than there is any necessity for. I think it only right to let you know this in case any inquiry may be made of you as you can absolutely depend that no one will be satisfied by inquiring of me or anyone connected with me. I am not quite sure of oats yet for Dunedin, but will not fail to avail myself of your good offices should I finally decide to speculate there as well as here, and upon which I will make up my mind definitely in the course of a few days.

That must have been on the same day, perhaps on April 18. He says on April 24: "I have your private letter of the 18th inst., and for which I thank you. Mr Nelson kindly handed me your telegram to him, repeating London's acceptance, the day he left the Bluff for Melbourne. I wait the further letter you refer to."

Mr Bell: He sends a telegram asking for an official letter.

Sir R. Stout: Yes; I think it was posted on the 4th of May. They had sent the letter before the telegram. "I have much pleasure in notifying you that I have received advice from our London board of directors to the effect that they have accepted your offer of the Ocean Beach Freezing Works in terms of your proposal dated 20th February 1893, and the schedule marked A attached thereto. The arrangement to take effect from the 1st January 1894." On receipt of this letter you will see, without any knowledge or without any request being made to the Southland Freezing Company, Nelson and Co. practically became the sole owners of the works in May 1893.

Mr Bell: The arrangements to take effect from the 1st January following.

Sir R. Stout: I know that, but practically they became the sole owners of the works then, and you will see that what Mr Nelson predicted in 1891 then came about. The whole thing had been worked up to from that time. Every step had been taken with that object in view, and now it was accomplished. Does my learned friend really mean to say that because the del very of the works was not to take place until 1894 that Nelson Bros, were not interested in them in May 1893, when they had bought them? Certainly they were, and what the effect of that was any commercial man can see, and I will show later on. I will refer to the correspondence, which again throws light upon the matter. The next thing that happens is the acceptance by Mr Ward, saying that details will be arranged. The next letter from Mr Ward suggests that Mr Reid should try and arrange terms with the Southland Company. He suggests that they should try to fix terms with the Southland Company, but if the Southland Company would not agree then that they should give an extra one-eighth of a penny for the balance of the year 1893, that that would stop any sheep going to the Southland Company, and then enable

Nelson Bros, to make any terms they pleased with the Southland Company. They did not accept that because before anything happened concerning it on the 2nd of November, there is still further correspondence. Then comes the telegram from Mr Ward:—

I will esteem it an extraordinary favour if you will allow me to draw at three months for £20,000 against sale Ocean Beach Freezing Works. I will deposit all titles to your order, also insurance cover for full amount. Heavy payments going out for wool (scour) season, and with extreme lightness prevalent this would suit me first-class. Colonial Bank of New Zealand will discount my bills on you, and as it would not in any way interfere with you will agree Southland Company. Do try your utmost to oblige. If combined company completed I will retire bills. If combined company not completed my sale to you will be completed before due date. Reply paid.

The reply was from Mr Nelson himself, and was as follows:—

My arrangement with our head office for payment on 1st January is by draft on London at three months' sight. I will give you a draft on London at five days' sight for £20,000 if Colonial Bank of New Zealand wire me that they will hold all securities on my behalf and deliver them over when demanded. Above payment includes your liability on store. I assume you will send copy of this telegram to the Colonial Bank of New Zealand.

Then came a telegram to Reid:

Strictly confidential. Tell Colonial Bank of New Zealand I have offered Ward draft on London at five months' sight for £20,000 if they will hold all securities on my behalf. They should ask Ward for a copy of my telegram to him.

Then Mr Reid telegraphed to Nelson:

Mackenzie approves. I will have documents hypothecated against bill, and see that everything is in proper form.

Then Mr Ward writes:

I would esteem it an everlasting favour if you will allow me to draw at three months for £20,000 against sale Ocean Beach Freezing Works. I will deposit all titles to your order, also insurance cover for total amount. Heavy payments going out for wool season and with extreme tightness prevalent, this would suit me first class. The Colonial Bank of New Zealand will discount my bills on you, and as it would not in any way interfere with you, will agree Southland Company. Do try your utmost to oblige. If combined company completed I will retire bills; if combined company not completed, my sale to you will be completed before due date.

Then Mr Nelson wired to Mr Reid:

Ward wishes to give me two months' bill on Colonial Bank to be retired by our three months' sight draft on London. I see no objection to this. You can do it if Mackenzie approves. If the Southland scheme comes off Ward will retire the bill. Colonial must hold securities for us. Reply.

Then the bill was given on November 7—a bill on demand:

We promise to pay to the order of the Hon. G. Ward the sum of £20,000 for value received This was payable on the Colonial Bank of New Zealand. This was afterwards endorsed on the back:

Pay to the Colonial Bank of New Zealand order.

(Signed) J. G. WARD.

Four bills of £5000 each at 90 days' sight on London, substituted for this promissory note in terms of letter from general manager of the Colonial Bank of New Zealand.

Then Mackenzie writes:

Replying to my letter of 12th [unclear: November] and to the letter from the Hon. J. G. Ward [unclear: to] dated 11th of January 1894, a copy of which attached to this, I understand that while four bills of £5000 at 90 days' sight on London now given me in substitution for the [unclear: promising] note for £20,000 dated 7th November 1893, current, this bill is to hold the securities [unclear: for] Ocean Beach Freezing Works against payment and when these bills are duly paid said security are as stated in my letter of the 14th [unclear: of] to be handed over to you.

Then there is a long talk about a proposal amalgamate the two companies. Nothing came of that, so that I need not refer to it. On the 20th of December there was a long letter Mr Ward to Mr Nelson about the amalgamation, and showing him that if the amalgamation was carried out that they would have practically the whole control and managed of all sheep in Southland—absolute control the Southland frozen meat market, and that would mean that Nelson Brothers could fix almost any prices they pleased. The thing is another arrangement about the same matter. Then came an advertisement the Ocean Beach Freezing Works will opened on or about January. Then came an attempt—no doubt by Nelson [unclear: Bros.]; they got Mr Ward's assistance [unclear: to] amalgamation about in order that price might be forced down, because [unclear: Nelson] thought apparently that the farmers, was mentioned in one of Reid's letters were to get all the cream of the profits. As the draft, that was held over apparently. I was not met by Mr Ward on the due [unclear: date,]

was afterwards arranged for with them, the then proposal was only to back them up £32,000. They were to float a [unclear: company] £50,000, and an alteration was made in reference to that, but I don't know that it is necessary for me to deal with that. There are other letters that I might mention, but I don't think it is necessary to trouble you with them at present. To sum up, I must now tell you what the position is. So far as we are concerned we made a form of contract with Nelson Bros. (Limited) for three years. That contract contained condition that Nelson Bros. "[unclear: should] during the said term of three [unclear: years] or assist, or be in any way concerned interested in the erection or use of freezing works on land or water at the Bluff, or within the limits of Southland or Wallace counties, without making special arrangements with the company, nor do anything of the like nature which would in any way interfere with or restrict the output, business trade, or profits of the company." Now, gentlemen, to sum up, what is the position? There may be other letters, I may mention, that it may be necessary to read, but I do not think it needful to trouble you with them present. You will see them when the evidence comes up. I will tell you what the position far as we are concerned. We made a firm contract with Nelson Bros. (Limited) for three years. That contract contained a condition that Nelson Bros, should not during the said term of "three years erect, or assist, or be in any way concerned or interested in the erection or use of freezing works on land or water at the Bluff, or within the limits of the Southland or Wallace Counties, without making special arrangement with the company, nor do anything of the like nature which may in any way interfere with or restrict the output, business, trade, or profits of the company." They have pleaded in their plea that they had no concern or interest whatever, direct or indirect, in the faction of the Ocean Beach Freezing Works nor any interest or concern in the use of the said works during a term of three years covered by the agreement. They also plead that they have not done anything which interfered with, or restricted the output of the Southland Frozen Meat and Produce Export Company as alleged in the statement of claim. I submit to you, gentlemen, that after having heard these letters you must come to the conclusion that the whole action of Nelson Bros, was in direct violation of this agreement they had made. First of all they entered into an agreement to purchase the output of the Ocean Beach Freezing Works. I do not need to rest in that agreement. My learned friend asked me when speaking before did I mean to contend that entering into the agreement set out in the statement of defence was a breach of the conditions of the agreement made with the plaintiffs. Gentlemen, I could say that it was a breach of those conditions, but I am not bound in rest upon that in this case. I say that the whole attitude of Mr Nelson from the first interview of Mr Nelson with Mr Ward was this: instead to have Mr Ward, a Cabinet Minister, in my arms. I will not allow him to fail. I do not care what happens to the Southland Freezing Company. I am determined to make him concession after concession as I intend to get hold of Mr Ward and of the Ocean Beach Freezing Works. His whole action right through has been that as you will see. What does he do? He first enters into a contract, and as soon as that contract proves to be a losing contract to Mr Ward he alters it, and alters it to such an extent that on one shipment that goes Home he makes Mr Ward a present of £300, and he does everything he can to help him, and tells his manager that he is to keep Mr Ward alongside with them. I believe that is a racing phrase, and perhaps you may be able to appreciate its full significance. I understand it means You are not to allow the Southland Freezing Company to crush Ward out of this competitive race. Well, what happens then? Mr Ward has one year's trial, and after that he finds the thing has not paid him, and possibly, like every other merchant, he may have required accommodation. We do not know anything about that, but we do know that what happened was that in October 1892 they again have fresh negotiations with Mr Ward, and that he gives a prior offer to Nelson in February 1893, and enters into a specific agreement that he will not sell the works to anybody else before May, giving the Nelsons the power to take the offer Home. No doubt, he could then, as any commercial man can see, go to any bank or any other financial institution and say: "Gentlemen, you see the position I am in. I have a firm contract that they are bound to buy all my frozen meat from me, and to give me cash as soon as ever I have placed it on board the steamer. I am to get per cent, commission on freight." You will also see that he could say to another financial institution: "If I require it—if I am in a hole—they will come to my assistance, for you see they wish to buy my works; they only want time to get the offer to London; there is no doubt the terms are going to be accepted, because the New Zealand people are going to urge the London people to accept the offer." As in fact they did. The offer was accepted in April, just as the season began, and he got what was just the same as cash—he got a firm offer from the Nelsons to pay the full value of the works (£32,000), to be paid on the 1st January. It was equal to cash. Would it be said, then, that Nelson Bros., who agreed to pay £32,000, were not interested in the works It was the fame as if they had given a bill of exchange on the works, because they had given a firm contract to purchase.

Mr Bell: Surely that is a question for his Honor?

His Honor: Probably it will turn out to be a question of law whether this portion of the transaction was a breach of the agreement.

Sir R. Stout: I submit the jury is to look at the whole of the transactions as one series of transactions from 1891 down to the present, and I am using this as only one step in the transactions. They make a further contract,

and before this agreement you have that contract and you have a letter from Mr Nelson saying "Our interest now is large." How was it large? It was large because practically they had agreed to buy the works, and bought them with a written agreement equivalent to a bill of exchange. What next happens? Mr Ward says in November the end of the season has come, and very likely he had not made any profit. That I do not know, but it may be that at the end of the season he wanted accommodation, and he says to Nelson one day, "Will you give me £20,000?" and Nelson replies, without any negotiations, without any question, "Yes, £20,000, certainly," and down comes a telegram, and on receipt of that telegram £20,000 is given by the form of a bill.

Mr Bell: No; the deeds were held by the bank.

Sir R. Stout: Yes, of course, the deeds were held by the Colonial Bank for Nelson. But why should he have to give this £20,000 bill at once when asked without any negotiations or haggling. But simply a telegram comes up, "£20,000 will be an agreeable thing to give me; will you give it?"—"Certainly; there is the £20,000." What does that all mean? Does it not prove conclusively that from the first interview Mr Ward had with Mr Nelson there was this understanding come to between them. This is disclosed in the third letter I read to you of the 9th of August: "You know my wishes on the subject. They remain the same as I expressed when you were here. Our connection must follow in due course." What does it mean? There is no doubt there would have been an out-and-out partnership there and then but that Nelson saw this paragraph in the agreement staring him in the face and did not see how to get rid of it, and, as often happens, he got rid of it by going round it, and it is for you to say whether you are to permit that going round it. I say that the agreement made has been entirely violated, and if you come to that conclusion the only question you will have to consider will be, what damages have we sustained. And, first, as to that I will submit that you should take our published balance sheets—published, some of them, even before this contract was made—and you will see that our profits were, in the first year of this running, the year ending the 31st of December 1891, about £5000. The profit on freezing was £5485, but there were general expenses amounting to £1300 outside, and there was carried over from the previous year £2721. but this balance was disposed of in this way: £1500 written off machinery, £1535 given as a bonus to shippers, and £3969 carried forward, and that was on a small capital, remember, of £1000. And then in 1892 we find the profit from the freezing fallen from £5900 to £2900, and practically when you take the expenses and depreciation—£722 was written off—the net profit is less than £1. That is in 1892. That was when there was his competition. Then coming to 1893, you will find there is a net loss, if you strike off the balance carried forward from the previous year, on the whole working of the concern nearly £6000. And then when we come to the loss is still greater. The loss on [unclear: the] ing account is £10,000.

Mr Bell: £17,000 altogether.

Sir R. Stout: £16,506. Of course against us this: we had not a [unclear: firm] tract made for the sale of our production and we had Nelson and Co. running Tyser line and buying up—carrying out, doubt, the policy Mr Ward advised—name that Nelson should pay a higher price for sheep than they were worth, and so force Southland Company to sell to them, and that manner get a monopoly of the district, and then they could fix price to the farmers as [unclear: they] That is the policy no doubt carried out [unclear: is] present time. That is the policy of Mr—to force the Southland Company to practically give him control of the [unclear: works.] men, he is to have the profit, we to [unclear: have] loss.

Mr Bell: Is the profit of 1894 claimed?

Sir R. Stout: I am not claiming [unclear: the] for 1894. I am quite content if we profits for 1892 and 1893. Then I submit you there is another test. You can look our shares fell in value because of the attitude and actions. That is a [unclear: test] how great were our losses. I submit that cannot say that Nelson ever showed [unclear: in] position he wishes to take up that [unclear: he] simply a mere buyer of the output [unclear: like] other buyer. Gentlemen, you cannot that. From this correspondence it [unclear: is]fectly apparent that Nelson Brothers (Limited.) were simply standing behind Ward, a second in a duel. They were standing him, seeing that he was supported whenever needed support. They were standing [unclear: by] determined to see that he should not go to wall whatever happened. They [unclear: were] mined, whatever happened, they should [unclear: so] their lines and work their plans as [unclear: to] the company in the end to sell to Nelson Brothers or to come to terras with Nelson Brothers, and they thought [unclear: it] to take up Mr Ward, no [unclear: doubt] the five reasons Mr Nelson gave [unclear: in] They wanted Mr Ward, and the whole [unclear: of] policy has had this goal continually [unclear: is] and they have gone on to it without deviate either to the right or to the left. They concession after concession. They have been mere buyers of frozen meat from but interested in his works, interested [unclear: is] and have done things that in the terms contract have injured our output, have [unclear: it] our profits, and have ruined this [unclear: company,] submit to you, that if we can prove suffered that loss, we are entitled to succeed this action, and to recover [unclear: heavy] against Nelson and Co.

Counsel then proceeded to call evidence.

Robert Ferguson Cuthbertson, formerly secretary of the plaintiff company, said: I was secretary for about 11 years, and ceased to [unclear: be]etary early in July 1894. I have no further interest in the company than that

I hold 10 or 11 paid-up shares, and that at the present time I [unclear: am] as the auditor. In 1889 the [unclear: company] in a very good position. The balance sheet and reports produced were the [unclear: balance] of the company.

Mr Bell objected to the production of [unclear: any]ments prior to 1890, and

Sir Robert Stout put in the reports [unclear: and] sheets from that year.

Witness, proceeding, said: The company [unclear: had] agreement with Nelson Bros, in 1889. That the original agreement Mr Ward was director of the company up till July 1891, I knew the terms of the contract. In July 1891 there was some talk about opposition, and telegrams passed between the company and Mr Reid on the matter. In 1891 the company was doing a very good business. In that year the net profit was £4300. In 1892 the net profit was about £722. In 1893 [unclear: there] a total loss of about £6000. There was no dividend paid in 1892 or 1893, but the company said 8 per cent, in previous years. In 1892 a number of improvements were made in the works. We commenced to slaughter [unclear: at], in addition to slaughtering at Vallacetown, and we hired a hulk to freeze [unclear: the]rings at Mataura. The works [unclear: at] were not completed till the [unclear: beginning] April 1893. The freezing generally began in January in Southland and ended in October—sometimes running into November, but [unclear: very]. Some works were erected in 1892 the Ocean Beach, near the Bluff, [unclear: and] opened for work either at the end of January or the beginning of February 1892. opening of these works diminished [unclear: our] very materially. In 1891 our total [unclear: out] was 100,515 sheep and lambs. In 1892 [unclear: it]pointed to 85,833 sheep and lambs.

Mr Bell asked if witness was giving the the from his own knowledge.

Witness replied that he was not. The figures are taken from a return made by someone else. He could not get at the figures [unclear: without] at the books of the company. [unclear: Proceeding] with his evidence, witness said: In 1892 [unclear: the] was lessened because buyers of Mr Ward's company were going round the [unclear: country] higher prices for sheep than we were He to give under our contract with Mr Nelson. The price of sheep in the district was [unclear: certainly], but we did not run up the price. Mr Ward first raised the price, and we had [unclear: to] the prices afterwards in self-defence. Our output was also affected by the fact that Mr Ward accepted from growers inferior sheep which we felt ourselves under our contract bound to reject. Our output was further affected by the shipping arrangements made between Mr Ward and Nelson Bros, being more favourable than those made with us.

Mr Bell objected to the evidence as not being relevant. He submitted that it could not be relevant to the question whether Nelson Bros, were concerned in the erection or use of frozen meat works, to inquire whether they gave shipping facilities to one client better than they gave to the Southland Meat Company. In fact he might put it in this way: Nelson Bros, were entitled to grant any facilities they pleased to any client in respect of the shipping without a breach of agreement with the Southland Company.

Sir Robert Stout said his friend read clause 8 as if the agreement only referred to the erection of works; but there was no such limitation. The Southland Company were not seeking any damages for a breach of clause 7. They were only dealing with clause 8. The terms of that clause were sufficiently wide. It said: "In any way concerned or interested in the use of the works," and this evidence he wished to adduce was to prove that Nelson Bros, were concerned in the use of the works.

After some further argument, his Honor decided to admit the evidence, and took a note of Mr Bell's objection.

Witness, proceeding with his evidence, said: We had trouble in getting our frozen mutton away by steamer. We could not get the amount of space in the steamers that we applied for after Mr Ward started his works. It was a distinct advantage to keep works clear. If the works were not kept clear we should lose business—we should not be able to accept our clients' sheep. Then the works became full sometimes, and we had to stop Our sheep that were ready to be shipped were sometimes rejected by Nelson.

Mr Bell said if his learned friend wanted to show that Nelson Bros, rejected some of the Southland Frozen Meat Company's sheep that surely was not a breach of the covenant which he alleged, but a breach of another covenant.

Sir Robert Stout submitted that it was a breach of the covenant to which he had referred because it showed other works were being used which damaged the Southland Company's out-put. Nelson Bros, were concerned in the use of other works, and assisting in the use of other works.

His Honor said he thought on the whole he should admit the evidence subject to Mr Bell's objection, even if this giving of a preference to Mr Ward's company was not a breach of the eighth clause of the agreement.

Witness went on to say: Up to the time of the starting of Mr Ward's works the company and the Nelsons had worked together most amicably in every way. There was most distinctly a change in their attitude towards one another after that. I remember a man named Price. He was one of the largest suppliers of the Southland Company. We lost his custom in July 1892, I think. I had a conversation with Mr Reid in connection with allowing Mr Price the advantage of the five years' scheme. It was a scheme by which Nelson Bros, offered to

growers of Southland the highest price we were giving, provided that they guaranteed to give the whole of the output of their sheep to Nelson Bros, for that period of time—five years. Mr Price became aware of the existence of this agreement, and asked that we should use our influence with Nelson Bros to allow him to avail himself of it. I did so, and after some negotiation Mr Price accepted the terms of the contract. He at first refused them, and finally accepted them. On announcing it to Mr Reid, he replied that that scheme was for growers of stock only and not for dealers. He also asked if Mr Price was a dealer, to which I replied that he was, strictly speaking, a dealer, although an owner of stock on leasehold. Mr Reid refused to grant the concession.

Mr Bell asked if his learned friend had done with this matter of price?

Sir Robert: Yes.

Mr Bell desired to know what the evidence had been adduced for?

His Honor: If the matter stops here the evidence might as well not have been adduced.

Mr Bell: That is what I meant.

Sir Robert Stout said he would show what bearing it had on the case.

His Honor said he could not see what bearing it had.

Mr Bell said that was what he was objecting to. He did not know how many matters his friend was going to adduce in the same way. One did not know where there was to be an end of the evidence if matters of this kind were to be allowed.

Sir Robert Stout said he had a right to look at the whole dealings of the parties.

Mr Bell said his objection was this: that evidence as to acts done by Nelson or his agents in relation to Mr Ward or Mr Ward's works was wholly irrelevant to prove a breach of contract not to be concerned in the use of frozen works if the output agreement itself was not a breach.

His Honor took a note of the objection.

Sir Robert Stout: Nelson Bros, have never asked your consent to any arrangement with Mr Ward?

Witness: They did not.

Did they ever furnish you with copies of the contracts?—No.

Did you ever see them?—I [unclear: once] document in Mr Reid's hand which [unclear: he] me was a contract with Mr Ward.

Did you read it?—I read one or [unclear: two] in it—that is, the words referring to the I never saw it in full until I saw it pleadings.

Were you or your directors [unclear: ever] quainted with these terms in it as to [unclear: the]—No.

You heard, I believe, that Mr [unclear: Ward] get 2½ per cent, for freight?—Yes.

And you applied for that on behalf [unclear: of] company?—Yes, and were refused.

In carrying out your contract did you ask for any concessions?—No concessions any importance. I once or twice asked allowed to send in a hundred or two [unclear: of] sheep, and on one occasion I [unclear: asked] allowed to consign a few heavy sheep, received permission to do so.

Did you not ask some concession about weights being taken?—I once [unclear: asked] allowed to consign at 1 per cent, [unclear: for] weights, but was refused.

In reply to further questions witness I have seen Mr Ward's contract since, know how his contract was carried [unclear: out.] at the contract, I can say that Mr had the best of the contract. [unclear: The] output was increasing till Mr Ward's were started. The capacity of the couple works in 1893 was about 1100 a day. We have very nearly frozen all the sheep that actually frozen in Southland in that year we had not met with Mr [unclear: Ward's] our profits in 1893 would have [unclear: been] more than in 1891. The [unclear: Mataura] very suitable for freezing. We had power, and made a large saving in coal averaged a profit of nearly 1s 3d per prior to Mr Ward's works g[unclear: being] Mr Ward bought live sheep at so [unclear: much] from the owners.

Mr Bell asked how that evidence relevant.

Sir Robert Stout said his [unclear: contention] anything that Nelson Bros, [unclear: did to] the Southland Company's output [unclear: was a] of contract.

Witness proceeding with his evidence In 1893, about 275,000 sheep [unclear: were] from Southland. The shares of [unclear: the] fell from 1892 to 1893 from £4 to £1 15s was the £4 shares. The £3 shares fell into same proportion.

Cross-examined: The loss which the land Company suffered was suffered in sequence of the way in which Mr Ward enabled to carry on his [unclear: company by] Brothers. Mr Reid and Mr [unclear: Nelson] loyally with me up to a certain point in [unclear: Mr Ward] from starting works at the a Beach.

Mr Bell: Did Mr Reid press upon the tors the necessity of starting works at laura?

Witness: Yes; the correspondence shows it.

[unclear: it not] in consequence of Mr Reid's representations to the directors that the laura site was acquired and the [unclear: Mataura] founded?—I cannot say that it [unclear: was ab] in consequence thereof. I have not [unclear: the] doubt that Mr Reid's [unclear: representations] with the directors.

[unclear: not that] just at the time when it [unclear: was] that Mr Ward was about to start [unclear: in]?—Certainly.

[unclear: you suggest] that Mr Ward started his with Mr Nelson's money, or assisted by Nelson's support in any way?—I [unclear: make no] of the kind.

You have been giving a number of answers to Robert that led my mind to make [unclear: that]. Did you make any suggestion of kind—that Mr Ward founded his works Mr Nelson's money or with Mr [unclear: Nelson's]?—I did not.

Were you party to the interrogatories [unclear: that] administered to Mr Nelson?—No.

[unclear: you] consulted about those interrogations—No. So far as I remember I [unclear: certainly] not.

Were you consulted by either the directors Mr Cuningham Smith with regard to [unclear: the] which were to be put to Mr Nelson interrogatory?—I don't believe I was.

[unclear: by] the directors?—Most certainly not quite possible that Mr Smith and I [unclear: con] over the matter, but I was not a party [unclear: to] the interrogatories.

[unclear: you] suggest to Mr Smith or the directors Mr Nelson was practically the owner of works—that it was his money with which had been erected?—No.

[unclear: Mr Cuningham] Smith make any [unclear: state] the point I am now speaking about? be tell you or ask you whether it [unclear: was] Bros', money that built the [unclear: Ocean] works?—Yes; Mr Smith holds that Union.

Did he tell you so?—Yes; he told me he might so.

Sir Robert Stout: What Mr [unclear: Cuningham] says cannot bind us. What is [unclear: the]

Mr Bell: It is with regard to this action.

Mr Robert Stout: How does it affect us?

Mr Bell: It is a very important question [unclear: to]. I want to get Mr Smith's correspondence isolation to this action. Any decision [unclear: given] your Honor upon this question would govern my right to get out how this action has been started.

Sir Robert Stout: What has that got to do with this question?

Mr Bell: I am entitled to ask this question, and I am prepared with an authority on that point.

His Honor: I think the question is admissible. Mr Smith was general manager of the company at the time of the action at law, and the question is not as to the statement made by Mr Smith with respect to the contract, but with respect to bringing the action.

Sir Robert Stout: Will your Honor kindly take a note of my objection?

His Honor intimated that he would.

Mr Bell (to witness): Did Mr Cuningham Smith make any statement to you with refer-ence to the action?

Witness: Yes; he had several conversations with me with reference to the action.

What did he say with regard to Nelson's connection with Mr Ward?—He said he did not know absolutely whether they were interested or not, but from an inspection of their balance-sheets he suspected that they were financially interested.

At what period?—During the term of our contract.

Did he say anything more?—Very likely; but I cannot remember the whole conversation.

The opposition came into existence notwithstanding the strenuous opposition of yourself, Mr Reid, and Nelson?—It came into existence as you say.

Then the opposition was carried on by Ward. Was it not the existence of the opposition works that led to the competition from which your company suffered?—That is to say, if they had not been there we should not have suffered that loss.

And if Nelson had nothing to do with the purchase of the output you would have suffered' in the same way?—That does not follow.

Don't you think it would have followed?—I most distinctly think it would not have followed.

Did you ever consider this question: Whether if at that time Nelson did not purchase Ward's output, Ward would not have' been able to give much better terms to the grower than he was able to give under Nelson's contract?—He would not.

Is it not a fact that you and the directors of the company pressed upon Mr Ward the desirability of entering into a contract with Mr Ward for the output?—I say most distinctly they did not.

Are you clear that you did not in any way suggest it?—Most distinctly.

Did you not refer to the existence of a contract frequently in your correspondence?—Yes.

Did it ever enter into your mind while you were secretary of the company that you could complain of the output agreement?—No; I don't think it did.

Did you ever hear from any of the directors any suggestion of an objection to the existence of that output contract?—I think I did. I can't exactly recall the precise time, but at one of the meetings I believe that point

was raised and discussed.

After such a discussion, if the board had come to a resolution that the contract was objectionable, would you have written a letter attempting to lead Nelson Bros, to make a contract?—They did not come to any absolute conclusion in the matter. I was secretary, and my business was to carry out instructions from the directors. I had no right to interfere with matters of policy. I simply had to attend to details of management. Under these circumstances, I certainly would not have written unless I had been instructed.

May we not take it that any letters written were authorised by the company?—In matters of policy, certainly.

Mr Bell asked if the following letter, dated 23rd May 1892 was written by witness as secretary to Nelson Bros. (Limited):—

We are in receipt of yours of the 18th inst., and regret to find that you are not prepared to meet us even in regard to the request contained in our letter of 13th inst. seeing that you had previously declined to allow us any space on the Mamari. The reason that we asked to be paid for 6000 odd carcasses waiting shipment when you sent the Mamari into the Bluff was very plain—namely, that for the second time within a month or two you had made shipping arrangements favouring Mr Ward at our expense. We don't ask any favours at Mr Ward's expense, and we have a right to expect to be treated with precisely as such consideration as you extend to him, and from our previous relations with your firm, which were of the most satisfactory nature, we more than regret being forced in self-defence to write in such a strain.

We cannot allow the last clause in your letter under reply to pass unnoticed. It is not the arrangement for carrying our meat this season that we have complained of, but the fact that you have granted facilities to Mr Ward that you have denied to ourselves

Witness replied to the question in the affirmative.

Mr Bell: In the letter that you wrote on the 6th of June 1892, addressed to Nelson Bros. (Limited), and signed as secretary of the company, you used these words:

We have been informed on excellent authority that Mr J. G. Ward received a rebate or return commission on the freight of all meat frozen by him and shipped by the Tyser Line steamers. If such is the case as we believe it to be, we must ask to be placed on exactly the same footing as Mr Ward in this respect. We undent and that you have purchased Mr Ward's output on the same terms as our own—namely, f.o.b. steamer in Bluff Harbour, As therefore the [unclear: freight] able by you and not by Mr Ward or ourselves must apply to you to place us on the [unclear: same] as Mr Ward in this matter.

That is not only admitting the right Nelson Bros, to make a contract, [unclear: but] founds a claim upon the existence [unclear: of a]

Witness: I don't admit their right to a contract at all.

Mr Bell: On the 11th of June you wrote:—

I would also beg leave to point out the have been definitely assured that Mr Ward sold his output (f.o.b. Bluff) to your good at the same price and on the same [unclear: terms] selves. Such being the case, the shipment not his, as you put it, but yours, and it them follows that he receives commission from on meat sold by him to you f.o.b. and shipped ourselves, or, in other words, on your shipped So you had been definitely assured by him.

Witness: If I had been informed definitely should have used the expression [unclear: "you] admitted."

Mr Bell: On the 15th August 1892 you to Nelson Bros.:

We are advised that Mr Ward recently a to freeze sheep for one of our clients, and him to dispose of them either in [unclear: the] elsewhere as he chose. We are also advised he has not only offered but has actually beef for one of our clients on the [unclear: distinct] standing that the latter is [unclear: to be] dispose of it anywhere he thinks fit. [unclear: We] glad to know if Mr Ward's contract with permits him to do so, and if not we have request that you will take such steps [unclear: is] necessary to put a stop to the practice.

Now, is this not the case: that [unclear: you a] of your board recognise the existence [unclear: of] tract between Ward and Nelson Bros, required Nelson Bros, to coerce Mr Ward the company had the power to do so under particular contract?—We admit that we heard there is a contract.

You say we shall be glad to [unclear: know] Ward's contract permits him to do [unclear: so,] you write that by instruction of the be really cannot tell, but I think it most that I did.

Then you wrote officially [unclear: requiring] Bros, in August 1892 to put in force the of the contract with Ward in [unclear: the] which you required them to [unclear: exercise] simply wrote that letter. You can [unclear: make] you like of it.

I ask you whether you did not know [unclear: of] existence of a contract between Ward Nelsons for the purchase of the output did not know absolutely of its existence wise those letters never would have couched in the language in which they have written.

You knew that a contract existed knew that it was stated that a [unclear: contract] [unclear: His] Honor: I

understand that Mr Cuthbertson [*unclear: knew*] that there was a contract, but did not [*unclear: know*] its exact terms.

[*unclear: Witness:*] That is so, your Honor.

[*unclear: Mr*] Bell said that on the 5th of May 1892 the [*unclear: witness*] wrote the following letter:—

[*unclear: It*] is admitted that you have bought the output [*unclear: Mr*] Ward's works as well as all our own, and [*unclear: our*] agreement he is not entitled to receive [*unclear: terms*] than ourselves. Our present contends [*unclear: is*] that the practical effect of Mr Ward [*unclear: ing*] and shipping inferior sheep is to place [*unclear: in*] a better position than we occupy, and we [*unclear: is*] that in common fairness we are entitled to [*unclear: that*] you should take steps to see that a [*unclear: set*] standard of quality is applied to both.

[*unclear: is*] your admission.

[*unclear: Witness:*] I don't know that it is. It is our [*unclear: r.*]

[*unclear: Why*] do you say it is not your admission?

[*unclear: It*] is not I who admits it. The whole force [*unclear: the*] paragraph leads one to understand that [*unclear: is*] not my admission but an admission that [*unclear: is*] been made to the company or to myself.

[*unclear: Mr.*] Bell then cross-examined the witness at [*unclear: a*] length further on the same point, and [*unclear: witness*] most emphatically in the course of the [*unclear: in*]-examination that in using the words in [*unclear: th*] letter there was no admission on his part [*unclear: is*] the contract existed.

[*unclear: Mr*] Bell: You assume its existence, then.

[*unclear: a*] tell Mr Reid on the 9th of May that such [*unclear: contract*] did exist?

[*unclear: Witness:*] The admission came from an out-*[unclear: a]* source.

[*unclear: Do*] you remember if you had any difficulty [*unclear: a*] Ocean Beach works started with [*unclear: rd*] to freights?—As a rule we had not. In [*unclear: a*] months of March and April, which were [*unclear: i*] busiest months of the year, there might [*unclear: th*] been a little difficulty, but Nelson Bros. [*unclear: a*] always most willing to meet us in every [*unclear: ble*] way they could.

[*unclear: a*] was there any difference afterwards?—*[unclear: t]* there was a distinct alteration in the [*unclear: bl*] relations.

[*unclear: Don't*] you think there was a distinct altera [*unclear: ing*] in the tone of your directors towards, [*unclear: b*] before there was an alteration in the [*unclear: a*] of Nelson Bros.? Would you be very much [*unclear: ished*] to find it was that way?—I should [*unclear: ve*] very much astonished.

[*unclear: Mr*] Bell then proceeded to examine the wit*[unclear: ness]* with regard to the losses made by the [*unclear: Southland*] Company, and asked why was it the [*unclear: ws*] of the loss of £30,000 in three years was [*unclear: t*] mentioned in the report to the shareholders [*unclear: i*] in the balance sheet.

[*unclear: Witness*] said he could not give any satis [*unclear: ry*] reason why it was not.

[*unclear: Mr*] Bell: Why did they give a series of [*unclear: cs*] in the report which were not true. If [*unclear: as*] was attributable to Nelson Bros., why did other reasons appear in the balance sheet of 1893?

Witness: I say those reasons are true. They would not have existed but for the manner in which the contract with Mr Ward was carried out.

The witness was under cross-examination when the the court rose at 6 o'clock.

The court adjourned till 10.30 next morning.

WEDNESDAY, NOVEMBER 20.

The case was resumed at the Supreme Court at 10.30 o'clock.

R. S. Cuthbertson (cross-examination by Mr Bell continued) said: I do not altogether agree with Mr Reid's letter of February 23. The price referred to was a temporary one. I have no doubt when he wrote it it was correct for the moment, but the price fell immediately afterwards.

Mr Bell: You say immediately afterwards: you are incorrect there.

Sir R. Stout: You have no right to say that.

Mr Bell: We know the exact state of the frozen meat market. Had the frozen meat market remained as it was when Mr Reid wrote that would have been right?

Witness: Yes.

That is to say, Ward could have afforded to pay a higher price to growers than you could?—Yes, so long as the London prices remained at that figure.

Witness continued: Nelson was paying us a good price. We had the offer, the grower got back the skins. We knew exactly what we were going to get per carcase and the cost of freezing. When the frozen meat market was as high in London as Mr Reid mentioned, Mr Ward could afford to give a somewhat higher price than we could. The price in London, I agree, necessarily governed the position. It was all a question of the relative value of meat. If our output had been restricted in that way it would have damaged them to us. We had guarantees

from a considerable number of sheep owners. Most of the sheep guaranteed we got, but not all. Sheep outside the guarantee we could not get on a high London market unless Ward was equally bound. If the market fell in London, then Nelson made a loss. We had an agreement with Nelsons before 1891. The price of that was lower than 1891.

Sir R. Stout: What has that to do with it?

Mr Bell said Sir R. Stout had suggested that the concessions made on a firm contract by Nelson Bros, to Ward had a sinister meaning. He wished to show that concessions were made to the Southland Company on a firm contract prior to 1891.

Sir R. Stout said that for every concession' to the Southland Company Nelson Bros, got a *quid pro quo*.

His Honor said that, apart from any other circumstances, no reasonable person would draw an inference of "sinister motive" from the mere fact of concessions.

Mr Bell wished to show that there were concessions made in the agreement of 1889 with the Southland Company in order to lay them alongside another competing company.

Cross-examination continued: I do not think we were competing with the refrigerating company. The distance between Invercargill and Dunedin almost invariably protected us. We never poached nor were poached upon. There was a fixed price under the contract of 1889, and that contract at Nelson's request was abolished and supplanted by another. For the higher price an equivalent was given. Nelsons did not increase the price paid to us between 1889 to 1891 by 1/8d. I feel certain they did not. There was only one increase in price, and that was under the new contract. The busy time at the freezing works is from March till May, and again about August till September; generally between October and December there was hardly anything doing. In 1893 we shut down about November, and continued shut down until the end of the year.

Why was not that arrangement carried out?

Witness: Because I believe a more favourable offer was received from two shipping companies.

These two shipping companies each put £10,000 into the concern at the end of 1893?—Yes.

Then it did not occur to you that you had a claim of £30,000 against Nelson?—My private opinion was never asked.

Sir R. Stout submitted that this was entirely irrelevant. Whatever they did with the shipping companies was not a release to Nelson Brothers.

Mr Bell undertook, in accordance with the rules of evidence, to make this relevant. He had indicated that the Southland Company never thought of any grievance till the rival shipping companies each put £10,000 into the Southland Company. He was entitled to show the foundation of the action, and who was behind it, and prepared to show that this was not the action of the Southland Company at all.

Sir Robert Stout: If you can show that I have no objection. Whose action is it?

Witness: May I be permitted to state that the question of the company having a cause of action against Nelson Bros, was discussed at one of the meetings?

Sir R. Stout: Before the negotiations with the shipping companies?

Witness: Yes; very shortly after Mr Ward commenced operations—some little time after.

Mr Bell: That was before you wrote the letters saying you admitted that Nelsons were entitled to buy the output, and all the it?—I never wrote any such letters.

Mr Bell: I will read you this memo [*unclear: a*] proposals for the formation of a new [*unclear: up*] on the 25th of August 1893:—

Memo, of agreement made this day, [*unclear: t*] of August 1893, between Messrs Nelson (Limited) and Messrs Nichol [*unclear: nd*] (directors of the Southland Frozen [*unclear: Mest*] pany).

Proposals having been made for the [*unclear: form*] of a new company, it is hereby agreed [*unclear: that*] event of their being carried to a [*unclear: sa*] point the following will form the [*unclear: bas*] agreement between the parties above-*[unclear: mentioned]*.

- The company sha 11 be called "The [*unclear: St*] Refrigerating Company (Limited)."
- The Southland Refrigerating [*unclear: Company*] give Messrs Nelson Bros. (Limited) the [*unclear: sole*] to the freezing power of their [*unclear: respective*] for a period of seven years from the first [*unclear: days*].
- Messrs Nelson Bros, to have sole [*unclear: right*] vide stock for freezing, and shall [*unclear: appoint*] representative to supervise the [*unclear: manipulated*] said stock, such manipulation to be [*unclear: carried*] his satisfaction.
- The rate Messrs Nelson Bros. (*[unclear: Limited]*) pay for freezing shall be three-eighths [*unclear: of*] penny per pound for sheep and seven-*[unclear: s]* of one penny per pound for lamb, [*unclear: deliver*] both cases *frozen* f.o.b. at the Bluff.
- Messrs Nelson Bros (Limited) to [*unclear: per*] each for bags, quality of which [*unclear: must*] meet their approval.

- Messrs Nelson Bros. (Limited) to [unclear: p] cost of railage to the Bluff on meat [unclear: fr] Mataura works.
- The company to fellmonger skins [unclear: and] manipulate pelts, fat, &c., &c. on [unclear: Messers] Bros. (Limited) account at rates [unclear: here] be agreed upon. The runners, heads, [unclear: fee] &c. to be sold by Messrs Nelson Bros, to [unclear: the] company.
- Messrs Nelson Bros. to make [unclear: of] all arrangements for carriage of meat and [unclear: other]duce which pass through the works.
- Should Messrs Nelson Bros. ([unclear: Limited] to withdraw from this agreement they [unclear: can] at the end of each period of two years [unclear: by] the directors at head three clear [unclear: month's] writing of their intention to do so.

Cross-examination continued: I can [unclear: not] what the motive was for not [unclear: complete] agreement. The company may have [unclear: to] the offers of the shipping companies [unclear: to] £10,000 into the company better, [unclear: inss] as preserved the separate existence of [unclear: the] land Company.

Mr Bell: They desired to go on [unclear: with] fight?—Witness: They desired to [unclear: m] separate existence. I do not see that they [unclear: is] wanted to continue the fight [unclear: with] Ward. That was no desire of [unclear: ours], reports of the annual meetings in the [unclear: South] Times were sometimes fairly [unclear: accurate] always.

Mr Bell proposed referring to [unclear: ews] reports of annual meetings.

[unclear: Sir] R. Stoa objected that this was not not [unclear: ant] Statements made by directors at [unclear: ngs] of shareholders were not binding on [unclear: i] Company.

[unclear: Mr] Bell said the chairman of the board of [unclear: tos] was present at the general meeting [unclear: nt] for the company, and his declarations were [unclear: ant] as the declarations of any agent. What [unclear: wanted] to establish was that at the meeting [unclear: a] was no suggestion of complaint against [unclear: ns] or any mention of a right of action [unclear: t] them, and that at the general meeting [unclear: b] the company it was stated that the losses [unclear: a] due to reasons entirely different from [unclear: s] alleged in the present action.

[unclear: Sir] R. Stout submitted that it could not be [unclear: t] that the statements of a chairman or a [unclear: Beholder] at a meeting of shareholders was [unclear: ing] as against the company.

[unclear: Mr] Hosking said the Southland Company [unclear: ks] one particular view of the losses they were [unclear: s] seeking to put down to Nelsons. The [unclear: directors] put forward the statement that their [unclear: s] were due to certain causes, not due to [unclear: Nelsons], and the shareholders must be taken [unclear: as] in the view first put forward as to [unclear: cause] of the losses.

[unclear: Sir] R. Stout presumed the minutes were the [unclear: ks] record. How could it be said that the [unclear: ts] made by a chairman, who at the [unclear: a] probably was *functus officio*, [unclear: requiring re] could bind the company.

[unclear: His] Honor suggested that what was wanted [unclear: ht] might be shown by the report and [unclear: balance].

[unclear: Mr] Bell would first ask Mr Cuthbertson [unclear: concerning] the statement he had read at the [unclear: tra] meeting of shareholders, which ap-[unclear: ed] in the Weekly Times of 16th February [unclear: 1910]

[unclear: Sir] R. Stout objected, but the objection was [unclear: ed].

[unclear: Mr] Bell read the statement, which was as shows:—

[unclear: The] total loss for the past 12 months amounts in [unclear: d] numbers to nearly £6000. Of the amount [unclear: is] £5000 is due to the increased price paid for [unclear: s] beyond the current rates of former years. [unclear: d] £1500 has arisen through the necessity for [unclear: employment] of the hulk Edwin Fox during [unclear: greater] part of the year in connection with [unclear: considerations] and improvements to the machinery [unclear: Bluff] and Mataura. The unfortunate fire at [unclear: town] Crossing caused a loss of £500 of [unclear: ue] to the company, through their being [unclear: aby] obliged to dispose of the offal, &c., at [unclear: s] rates than they would have obtained had [unclear: b] in a position to manufacture it them[unclear: s] The above items not only account for the [unclear: d] loss during the past year, but they show that it had not been for their occurrence the directors [unclear: d] have been able to show a profit on the [unclear: year's] operations instead of a loss. Some of the above items of expenditure will certainly not [unclear: s] and as since the balance sheet was [unclear: published] the company's capital account had been strengthened by the £20,000 worth of shares subscribed by the two shipping companies, it was manifest that the amount of interest payable to the bank will be very materially reduced in future.

Witness continued: I do not remember reading that statement, but I remember the statement, and as far as my memory serves me the statements are accurate. The figures given in it I prepared myself. There is no reference in it to any complaint against Nelson Bros. I do not know why. I cannot tell you why.

Mr Bell: Now, your Honor, I submit that the chairman of a company in making an official statement at the annual general meeting to the company from the board of directors as to the profit and loss of the company during the preceding year, and of the reasons by which either the profit has been gained or the loss has been suffered, makes it first an official statement on behalf of the board of directors, and secondly an official statement on behalf of the company, which may be used, not expressly as an admission against the company, but as evidence in an action brought afterwards that the complaint in such action is the result of an afterthought. And, in another form, I put it in this way: That the only way of proving inconsistency on the part of a company in an action of this kind is to prove the antecedent course by the speech of the chairman at the annual meeting.

Sir R. Stout submitted first that his learned friend must, before putting in such a statement, prove that the chairman was authorised by the directors to make the speech. In the second place, the way to prove it was to call the chairman or persons who heard the speech. Then, he submitted that any speech made by the chairman was not admissible.

His Honor: I do not see very well how you can distinguish this case from that *in re* the De Valla Provident Gold-mining Company. It was there decided that a statement made by the chairman of a company at a meeting of the company was not an admission binding upon the company in an action between the company and a third party. The facts of that case are somewhat different from the present, but the principle laid down in the judgment seems to govern the present case. I do not think, therefore, that the evidence is admissible.

The speeches of the chairman of the plaintiff company at four several annual meetings—in 1891, 1892, 1893, and 1894—tendered by Mr Bell were ruled out.

Witness continued: There was some correspondence between Mr Reid and myself—chiefly, I think, in 1892. Part of it was in 1891. I handed Mr Hall all the letters I had.

Mr Hall undertook to produce the correspondence.

Re-examined by Sir R. Stout: Mr Cuninghame Smith was not in the employ of the company during the currency of the contract. He joined the company in May 1894. He had absolutely nothing to do with the business of the company during the existence of the contract, in 1891, 1892, and 1893. The first official intimation I had from Mr Reid of the contract with Ward was contained in his letter to me on the 16th June 1892.

Supposing that sheep went down in London in 1892 and 1893 after Mr Ward's contract was made what would have been the result if Ward had not had the contract with Nelson?—The result would have been that he would have lost money on the shipments.

Could he compete with you?—That would be purely a question of finance. I should imagine he could not compete for any length of time. It would have meant a great loss to Mr Ward.

When you say that Mr Ward's opposition caused you loss what do you mean?—I mean that his being in the market and purchasing sheep of all kinds, owing to the contract he had with Nelson Brothers, we thereby suffered loss because, to keep our works at all reasonably supplied, we had to give a higher price and to use extra exertions to get sheep.

George Willis Nichol deposed: I am a director of the Southland Frozen Meat Company, and have been so for many years. We had contracts with the Nelson Company. We had one in 1889, and that was cancelled and replaced by one in 1891. I consider that for any alteration made Nelson Bros, got sufficient *quid pro quo*. Mr Cuthbertson was the officer of the company under the directors during the existence of this contract. The company had a heavy struggle in the early stages of its existence, but we had entered on a fairly prosperous career for three years previous to the contract of 1891. Our balance sheets show the profits we made. The erection of freezing works at Mataura was under consideration for some time before we decided to erect them. What determined us to start additional works at Mataura was the starting by Mr Ward of his works at Ocean Beach. That was the immediate cause of our being put in motion, but it had been under consideration previously. The competition with Mr Ward simply altered the character of our company from being a prosperous company to being a company that was losing money. The prices given for stock were raised in competition. The market really was excited.

Sir R. Stout: The market in London, we know, was falling.

Witness: The Ocean Beach Company and ourselves had only one market, and that was Nelson Bros. We had to raise the price to growers, and we got no increase from Nelson's. We did not lead off in raising the prices. The Ocean Beach Works first raised the prices. We tendered for Mr Price's sheep. We first of all raised the price to growers. For the best part, if not the whole, of 1892 we never [unclear: n] the price to farmers; we kept our price [unclear: a] at the works, and we relied entirely [unclear: on] farmers bringing their stock to our works published rates. In addition to [unclear: farmers], Price and one or two other drovers [unclear: col] sheep and brought them in at our [unclear: pub] rate, acting on their own responsibility. [unclear: In] latter part of 1892 Mr Price for some [unclear: r] withdrew his trade from us and went [unclear: over] the opposition works. This occasioned [unclear: a] siderable loss of stock to us—he was [unclear: a] large dealer,—and early in 1893

there [unclear: was] effort made to get his trade again. [unclear: This] suited in his asking us to tender what [unclear: price] would give him, and we were told the [unclear: O] Beach Company were also asked to [unclear: te] Just before that we had raised our price [unclear: d] the farmers and published it, and [unclear: seeing] Price would expect to get something [unclear: over] we tendered 23-16d, and he did not [unclear: accept] tender—he [unclear: accepted] a tender from the [unclear: opposite] works. We realised then that the [unclear: struggle] getting very severe between the two [unclear: works,] we then put on another buyer, named [unclear: F] and we gave him 2¼d. That left only [unclear: ¼d] margin to carry all the expenses of [unclear: r] freezing, bagging, shipping, and all the [unclear: a] dentals.

If you had not raised the price, what [unclear: wa] have been the result to your works?—We [unclear: ev] have had a very restricted supply of [unclear: sheep], as we had determined to go in for the [unclear: Ma] works, and as we had considered it [unclear: necessary] connection with these works that there [unclear: as] shall be a hulk at the Bluff, it was, with the [unclear: t] works, necessary to keep the works [unclear: hi] supplied or to shut down, and the latter [unclear: m] losing our connection. I have not to the [unclear: pe] time seen a copy of the agreement [unclear: be] Ward and the Nelsons. I think it was [unclear: be] Ward started operations that I first [unclear: heard] was an agreement. When I did hear [unclear: the] I think it had a definite form—that the [unclear: Nelson] had contracted for Ward's output. It [unclear: is] correct that the company only thought [unclear: of] Nelsons when we were pressed by [unclear: the] has The company is not now pressed by the [unclear: back].

Are you independent of the bank?—[unclear: a] Last week we put in promissory notes [unclear: f] substantial growers to the amount of [unclear: £21,000].

His Honor did not think this was [unclear: relev] examination-in-chief.

Now, Mr Nichol, you have heard of [unclear: the] cessions given to Mr Ward—the 2½ [unclear: per] commission on freight, and that his [unclear: works] to be kept clear. Do you consider Mr [unclear: Ward] your company was best treated by [unclear: Nelson] consider the concessions given to Mr [unclear: Ward] made his company the best favoured one.

Cross-examined by Mr Hosking: When [unclear: a] erection of works at Mataura was [unclear: first] jected by the directors, which was, to [unclear: the] of my recollection, after the contract [unclear: with] [unclear: son] was made, the attitude I took was of [unclear: advocasting] delay. The idea in going in for works [unclear: there] was that the power at the Mataura was [unclear: unique] for freezing works, and we knew that if we did not take it up it would in all probability [unclear: be] taken up by others. We also considered [unclear: that] our works at the Bluff and Wallacetown [unclear: were] not sufficiently complete. The idea was [unclear: to] fence ourselves as a growing company [unclear: properly] against an attack.

You wished to maintain the monopoly of [unclear: Southland]?—No; we wished to make ourselves [unclear: a] efficient as possible. The reason why I counselled delay was that we had only reached [unclear: a] position of prosperity and rest for about two [unclear: years]. We were doing fairly well, and I simply [unclear: preferred] to go on quietly Not to my [unclear: recollection] did I ever take up a strong attitude on the [unclear: matter]. I never threatened resignation from [unclear: the] board in connection with that subject. The [unclear: only] time that I threatened to resign was upon [unclear: the] contract for three years with Nelson Bros., [unclear: and] I did place my resignation in the hands of [unclear: the] chairman. I was very strongly opposed to [unclear: that] contract. The chairman, after several [unclear: conversations] persuaded me to withdraw the [unclear: designation] The company did go on with the [unclear: Mataura] works and the hulk, and that involved [unclear: as] in considerable expenditure. We knew [unclear: when] we were going in for the hulk that we [unclear: were] going in for a business that might lead us [unclear: into] loss. We did not consider that the Mataura works would involve a loss, but we [unclear: felt] that the hulk would probably be a drag [unclear: during] the completion of the Mataura works. [unclear: The] first amount that was under discussion for the Mataura works was, I think, £15,000. [unclear: Before] they were completed they cost £25,000.

With reference to the price of sheep rising, [unclear: did] you ever fear any competition from the [unclear: side] works?—The competition was of a [unclear: a] very slight character. Our business was to [unclear: a] extent isolated. The Burnside works [unclear: be] a good deal handicapped by the extra distance from the farmers.

What were the concessions to Mr Ward that [unclear: your] company complained of?—Notably the [unclear: Emission] on flight. We only knew of the [unclear: others] since this correspondence was discovered. [unclear: I] may say deliberately that we suspected from [unclear: a] very early stage that Mr Ward had other [unclear: concessions].

What concessions now do you complain of?—[unclear: I] think that the position Messrs Nelson took [unclear: up] with regard to the other company was [unclear: generally] of a helping character. The clearing [unclear: of] Mr Ward's works was another item—I forgot it [unclear: for] the moment—that was before the [unclear: directors] very often. The grades of the sheep Mr [unclear: Ward] had to ship were made easier,

assuming [*unclear*: that] the original terms with Mr Ward were the [*unclear*: name] as with us. I think that the grade was a [*unclear*: simple] one in our contract. Considering that [*unclear*: Nelson] Bros. bound themselves not to assist any other company, I consider that to enter into the financial arrangements—

What financial arrangements?—Lending Mr Ward £20,000 and arranging to buy his works.

How could the advance to Mr Ward, made after you had shut down in 1893, help him as against you?—You must remember that both companies were fairly exhausted with the struggle.

But this was after the shipping companies had come to you with £20,000. Do you think now that Nelsons could have helped Ward by that as against you?—Well, it is simply a matter of quantity. You asked me for illustrations, and I gave you that as an illustration. It was not before the directors of the company that the Nelsons offered the company the same contract as was made with Ward.

Mr Hosking read the following letters:—

R. F. Cuthbertson, Esq., Southland Frozen Meat Company (Limited), Invercargill.

Dear Sir,—Referring to the conversation I had with you last week, I now put in writing the offer then made, which, if accepted, will take the place of the present agreement as far as the modifications contained herein go.

- *That all sheep shall be weighed separately, and the weight of each carcass marked on the ticket attached.*
- *That 6 per cent, shall be deducted from that weight for shrinkage.*
- *That the price of all prime carcasses weighing from 59lb to 69lb (inclusive) (hot weights), shall be 2½d per lb f.o.b. (bags included).*
- *That the price of other grades of prime wethers and maiden ewes—viz., those up to 58lb (hot weight) and those from 70lb to 79lb (hot weight)—shall be 2¼d per lb f.o.b. (bags included).*
- *That the price of aged ewes weighing 70lb and under (hot weight) shall be 23-16d per lb f.o.b. (bags included).*
- *That the price for prime merino wethers shall be 2 3-16d per lb f.o.b. (bags included).*

I will also agree to pay 2½ per cent, on net amount of freight on above meat. Terms cash on exchange for bill of lading, but should your works become blocked with meat at any time and we are unable to provide freight, arrangements can be made to pay for meat in the works on production of store warrant. I enclose herewith detailed list of grades, &c., with price of each marked.—

Yours faithfully,

(Signed) J. B. REID.

Messrs Nelson Bros. (Limited), Dunedin.

Dear Sirs,—We are advised that Mr Ward recently offered to freeze sheep for one of our clients, and allow him to dispose of them either in the colony or elsewhere, as he chose.

We are also advised that he has not only offered, but has actually frozen beef for one of our clients, on the distinct understanding that the latter is to be permitted to dispose of it in any way he thinks fit. We shall be glad to know if Mr Ward's contract with you permits him to do so, and if not we have to request that you will take such steps as may be necessary to put a stop this practice. . . . I am also to state that my directors consider the 2½ per cent, commission on freight granted to Mr Ward is an infringement of their agreement with you, and formally ask you to grant them the same consideration.

(Signed) R. F. CUTHBERTSON, Secretary.

Witness: I understood that Mr Reid, on behalf of Nelson Bros., was prepared to give us the same terms of contract as Mr Ward's in lieu of the one we had, and when that statement was made we had a statement of what that contract was in regard to grading, and we considered that it was no better than the one we had. I have not the slightest recollection if the 2½ per cent, commission was offered to us in connection with that contract. The general attitude towards Ward as in opposition to ourselves was one of attention and consideration for his requirements. Our method of buying sheep was to give a price per head delivered at the works. That was the method followed all through the contract. The guarantee system gradually died out during the continuance of the contract. It was on its last legs during the last contract. There was very little strength in it at the beginning of the contract, as the farmers liked to have a free hand. There was no dissatisfaction during the last contract that the large farmers were favoured at the expense of the small farmers. We had some large suppliers of sheep on

our board. We had Ellis Bros, and Mr Bell. I don't think there were any other large suppliers. Mr Turnbull and Mr Carswell were also members of the board. I believe Mr Cars well got commission from the Tyser line, and the board never wished to take that commission from him. I did the stevedoring for the Tyser line for some time, but I don't think it was during this contract. I was never in favour of selling the Southland works. I do not recollect having any correspondence on the subject of selling the works, and I have never discussed the question of their sale.

Re-examined by Sir Robert Stout: If inferior sheep were put on the London market it would not do us good. With the present freezing power we have we can freeze 700 sheep a day at the Mataura works. My impression is that the Southland district has been a growing one in the production of sheep. I gathered from the correspondence that there was an agreement to purchase the Ocean Beach Works by Nelson Bros. My impression is that some new works were made at the Ocean Beach Works in 1893.

To Mr Bell: It was the initiation of Mr Ward's works that made us go into the Mataura works as a necessity. I cannot recollect that Mr Ward advocated a policy of extension of the works. Mr Carswell was strongly in favour of the erection of the Mataura works.

George F. Clulee deposed: I live in Timaru, and have been there for many years. I have had some experience in freezing sheep as manager of the South Canterbury [unclear: Fred] Works. I believe the signature on the [unclear: dur] ment produced is that of Harvey, the [unclear: secretary] of Nelson Bros in London.

Sir Robert Stout said he wished to put is [unclear: the] document to show the price of mutton London on December 22, 1891.

Mr Bell submitted that the documents [unclear: a] not admissible. His learned friend could give evidence of a particular sale. The [unclear: evidence] of value or of price must be general [unclear: evidence] collected from a series [unclear: of] documents of kind, but no evidence of a particular [unclear: sale] evidence of value.

His Honor disallowed the putting in [unclear: of] document.

Witness (proceeding with his evidence) [unclear: a] know the price of sheep in 1892. I sent [unclear: He] Hon. sheep myself in that year and the [unclear: following] year. I have the average price of sheep [unclear: that] sent Home in 1892 and 1893 In 1882 [unclear: t] shipments made in March, June, July [unclear: a] October averaged 4 1-16d. In 1893 [unclear: shipment] made in January, April, June, July, [unclear: August] September, October, and November [unclear: average] 3¾d.

Sir Robert Stout: What would be the [unclear: pre] price to deduct from this price to get [unclear: at] price to the grower?

Witness replied: About 1 [unclear: 1]d.

What would be your own price [unclear: compare] with the Southland price?—My opinion [unclear: is] there would be a difference of 1/8d [unclear: per] in favour of my sheep.

I now ask you, Mr Clulee, could the [unclear: New] Zealand Freezing Company pay 2 [unclear: 5]d 2 3-16d in Southland in 1893 and make [unclear: a] profit?

Mr Bell submitted that that was an [unclear: en] irrelevant question. These people had a [unclear: New] Zealand market and not a London market, [unclear: a] therefore the question had no bearing [unclear: on] the case.

Sir Robert Stout said his learned [unclear: friend] not see his point at all.

His Honor asked what was the object [unclear: of] it question.

Sir Robert Stout: If it had not been [unclear: for] the firm contract that Ward had he could not [unclear: t] sold mutton at the price. Mr Bell: It is admitted the Freezing Company knew that.

Sir Robert Stout: If Ward had not had [unclear: for] firm contract for two years with Nelson purchase his mutton at the price he got [unclear: is] and 1893, his works would have had to stop.

Witness continued: I have been [unclear: engaged] the meat trade for nine or ten years, I [unclear: know] no London buyers except Nelsons [unclear: taking] tracts for more than a year. The [unclear: general] tice now is to sell c.i.f.

Cross-examined by Mr Bell: The [unclear: Nelsons] made contracts all over New Zealand, and I [unclear: had] [unclear: heard] that they had a three years' contract [unclear: with] the Southland Company. In February [unclear: 1892] mutton was high. It was a rising market [unclear: from] the 1st January to the 19th February, and [unclear: then] stationary to the 4th March, after which it [unclear: began] to fall. Having regard to that, and to [unclear: the] fact that the Southland Company were [unclear: bound] to sell to Nelsons at 2½d, and could only [unclear: afford] to give growers 2 1/8d, allowing 0 3/8d for [unclear: freezing], I would certainly anticipate that if [unclear: powers] had another outlet for their sheep they [unclear: would] sell to another market.

Therefore it would be to the interest of [unclear: the] Southland Company that a contract at [unclear: a] price should be made with the Ocean [unclear: Beach]?—That is equally certain.

Re-examined by Sir R. Stout: It is well [unclear: known] that January and February are always [unclear:

the] best months for London prices. The price, [unclear: after] the drop in March 1892, was never up for [unclear: the] rest of the year.

Sir R. Stout said he wished now to put in [unclear: the] letters and telegrams he had read, and he [unclear: wished] to draw attention to a class of letters he [unclear: had] not commented on in his opening—that [unclear: class] of letters dealing with the purchase in 1893. [unclear: The] first letter was dated on the 27th January [unclear: 1893] from Mr Ward to Mr Reid. It was a [unclear: schedule] called a contingent expenditure of [unclear: £8045]-seven dwelling houses and so on. That [unclear: would] be of importance, for the plaintiffs would [unclear: submit] that the money was expended after the [unclear: Nelsons]' purchase, and paid for after the Nelsons' purchase, as it was concerned in the [unclear: tion] of works.

His Honor: I see. There was an agreement [unclear: to] pay at the end of the year for something [unclear: which] at the date of the agreement was not in [unclear: existence], but had to be brought into existence.

Mr Bell: It was already under way.

[unclear: Sir] R. Stout: It was not under way according [unclear: by] to the letters. It was a contingent lia[unclear: bility]. Learned counsel put in certain letters [unclear: written] in February 1893, and the agreement, [unclear: Ward] to Nelson, dated the 20th February 1893. [unclear: In] that agreement it was provided that the [unclear: nes] set down in schedule A under the head [unclear: of] contingent expenses were to be completed in [unclear: a] workmanlike manner.

His Honor: That was not a binding agre[unclear: ement], was it? That was when it was put under offer?

Sir R. Stout: Yes. He put in 36 other let[unclear: ters] and said a point of importance, to show [unclear: how] the money was paid—that the thing had [unclear: En] "put up" since—was an admission by [unclear: Nelson] in a letter on January 22:—The [unclear: advantages] to us of the proposed alteration are [unclear: as] follows (but I must first point out why the [unclear: works] are now valued at £50,000 instead of [unclear: £32,000]):—Since we purchased the new storage [unclear: agreed] upon has been added, and sundry other [unclear: necessary] additions, with an amount still [unclear: further] be spent, which would bring the total cost up to £42,000, the additional £8000 of which—of course half will belong to us—is on the ground of the large paper interest which Ward has in it," and so on. He asked his Honor now, in case any question might be raised, that the words in the defendants' pleadings should be added to the eighth paragraph of the statement of claim. He had cases to show that there was no doubt whatever about the power to do it.

His Honor thought it better perhaps to postpone the discussion as to whether the amendment should be made.

Mr Bell: Contingent upon that, if that amendment is allowed, obviously an amendment of the defence would have to be allowed to me.

Sir R. Stout: I have no objection.

The case for the plaintiffs was then closed.

Mr Bell: May it please your Honor, gentlemen,—You have heard one side of the story and practically part of the defendant's story, but what you have not heard is a consecutive narrative of the circumstances connected with the contracts entered into between the company which I represent and Mr Ward, and apparently there was, I should imagine, a desire on my learned friend's part throughout to prevent any consecutive account appearing of his case, for as you follow the acts from date to date and the communications between the parties, it becomes perfectly manifest that the plaintiff company never had, or deemed they had, any cause of complaint against the defendant company, and that, as I shall show you, this action is the discovery of certain people quite outside the directorate of the plaintiff company, who wish perhaps—one or two of them—to "get at" Nelson Bros. (Limited) and the Tyser line through the medium of a jury of their fellow countrymen. In fact, as Mr Cuninghame Smith says in a letter I am about to read to you in a moment, "this will be a bombshell in the Nelson-cum-Ward camp."

Sir R. Stout: Smith to whom?

Mr Bell: Smith to Turnbull, Martin, and Co.

Sir R. Stout: That won't be evidence.

Mr Bell: I propose to read it in a moment to the jury. It is in the discovered correspondence. I will show it to your Honor, and your Honor can see what I propose to open. I propose to open and read the correspondence immediately prior to the writ, and the interrogatories that were then issued and the allegations then made against the company, and then I shall proceed to bring the jury to what has been attempted to be proved in this action, and for that purpose I propose to read the letters written by the general manager of the company, Mr Cuninghame Smith, and produced by the other side to us as relevant to the action.

Sir R. Stout: That does not make it relevant. I object.

Mr Bell: I propose to show your Honor the letter I propose to read, and your Honor can see whether I can read it.

Sir R. Stout: I wish it argued first.

His Honor: I suppose I can see the letter first.

Sir R. Stout: The point is, that I want the matter argued.

His Honor: Certainly, before Mr Bell opens a doubtful letter to the jury you have a right to argue.

Sir R. Stout: I do not wish to interrupt my friend, but the practice is to take disputed points afterwards. My friend has no right to have the question of evidence or no evidence in the opening.

Mr Bell: I admit that is the usual practice.

His Honor: Why should you depart from it?

Mr Bell: Your Honor will see in a moment. I must address the jury in a particular way in regard to the initiation of this action. I cannot do so without reading to the jury the documents which passed between the officers of the company and others immediately prior to the issue of this writ.

His Honor: Do you think it is anything in your case's favour the matter should be determined in the first instance? I do not see there is any binding practice to prevent this being determined

Mr Bell: I am so anxious to get on that I won't do that. If my learned friend will undertake not to interrupt me more than he can possibly help

Sir R. Stout: I shall not interrupt unless it is necessary.

His Honor: There are obvious objections to introducing a letter from the general manager to an outsider

Mr Bell: This is not to an outsider, but to one of the companies which put £10,000 into the Southland Frozen Meat Company and has a director on the board. To save time I will not refer to that letter. I want to know if my friend objects to my reading letters between the general manager of the company and the Bank of New Zealand immediately prior to the commencement of the action.

Sir R. Stout: Yes, I object.

Mr Bell: On what ground?

Sir R. Stout: They cannot be of avail in the action.

His Honor: What is the position of the Bank of New Zealand?

Mr Bell: There was an overdrawn account of close on £30,000. The Bank of New Zealand makes a demand, and then a letter is received from the Bank of New Zealand regarding the intention of the company in relation to this. The objection, of course, your Honor, to this, which appears to me to be obvious evidence, is somewhat disconcerting, but my learned friend is quite within his [unclear: rights] making it. Very well, I'll take it from company's minutes. I assume it is not tended that the minutes of the company [unclear: are] evidence against them.

Sir R. Stout: The minutes of the coma after the litigation was commenced, are evidence against them.

Mr Bell: I simply ask my friend the [unclear: question]. Very well, we'll tender them [unclear: late] Gentlemen of the jury, you will observe Sir Robert Stout and those who are in [unclear: ch] of the plaintiffs' case are exceedingly [unclear: tender] to the production—

Sir R. Stout: You have no right to say [unclear: fr]

Mr Bell: They are exceedingly [unclear: tender] the production of any correspondence [unclear: and] about to object to any correspondence [unclear: occing] the commencement of this action, and [unclear: if] very sorry that there is going to be an [unclear: attended] to keep that from the jury, because it [unclear: would] clearly interesting to you, and, I [unclear: app] also of advantage to my clients that you [unclear: should] have it, and I shall endeavour later on [unclear: to] it before you. At present I am [unclear: only] to refer to the fact, which [unclear: has] proved independently that at the [unclear: end] 1893, in lieu of the proposal to [unclear: amalgamate] Southland Company with the Ocean [unclear: Be] Company the Southland Company [unclear: elected] take into co-partnerships two shipping [unclear: companies], each of which put in £10,000, to [unclear: a] on the fight vigorously. And carried [unclear: a] was with results not very satisfactory [unclear: to] Southland Frozen Meat Company, [unclear: which] that year lost £16,785—a sum enormously in excess of any sum the [unclear: had] lost before,—so that when they came to [unclear: I] us, without the contract but with the co-[unclear: occupation] of the shipping companies, [unclear: they] enormously; and in 1895 they came [unclear: to] conclusion that the Nelsons had been [unclear: play] them false—that is to say, that [unclear: they] eluded—or pretended to conclude, [unclear: for] was a mere pretence on their [unclear: pu] that the Nelsons had in the years 1891, [unclear: 1892] and 1893, in defiance of their [unclear: contract] them, been interested directly in the [unclear: Oc] Beach Works. Now in that they were [unclear: a] incorrect. Their surmise was quite [unclear: false], having failed in their surmise, and having [unclear: in] the action which they launched upon [unclear: a] surmise, they now seek to take advantage [unclear: a] matter they knew all along and never [unclear: e] plained of. The action ought to have dropped when the interrogatories [unclear: which] about to read—Does my learned [unclear: fre] in object to my reading the interrogatories?

Sir R. Stout: No; and the answers if [unclear: yo] like.

Mr Bell: Your Honor, I was about [unclear: to] for a nonsuit, and I am at a loss to [unclear: know] I rose to address the jury. I have never [unclear: in] experience done such a thing before—

Sir R. Stout: I do not object to my friend [unclear: moving] now.

His Honor remarked that when the jury was [unclear: present], though he was there to hear what was [unclear: to] be said on the subject of nonsuit, he was [unclear: always] disinclined to hear a nonsuit argued [unclear: when] the jury was in the box, but rather to [unclear: reserve] leave.

Mr Bell: I must move—

His Honor: I have no objection at all. If [unclear: Mr] Robert Stout does not object, I am sure [unclear: I] do not.

Sir R. Stout: Not the slightest.

Mr Bell: The grounds upon which I [unclear: move] for a nonsuit are that this contact [unclear: contains] an express permission to [unclear: Nelson] Bros, to buy the output of any [unclear: works]. There is no evidence that we ever [unclear: were] concerned in the erection or use of the [unclear: Ocean] Beach Works otherwise than in [unclear: aspect] of the purchase of the output. Secondly, if there were any doubt as to the [unclear: construction] of the contract, the letters [unclear: put] in show that the plaintiffs acted upon [unclear: a] particular construction of that contract, admitted [unclear: our] right to purchase the output, and insisted [unclear: upon] certain contingent rights in [unclear: confluence]—consequent upon that [unclear: admission]. There has been no proof whatever of any breach except the purchase of [unclear: the] output. Obviously the question whether that was a breach or not is a question for the [unclear: court]; at least I submit it is obvious. It is [unclear: for] the court and not for the jury. Therefore [unclear: your] Honor will have to rule that it is a breach.

His Honor: No doubt sooner or later the [unclear: court] will have to rule whether the agreement [unclear: to] purchase the output was a breach.

Mr Bell: Now your Honor will understand [unclear: why] I am bound to move for a nonsuit.

His Honor: It is far more convenient you [unclear: should] do so.

Mr Bell: The other breach alleged is that we [unclear: accepted] in April 1893 an offer made by Mr [unclear: Ward] in February of 1893 to sell us the Ocean [unclear: Beach] Works. In our acceptance it was [unclear: provided] that the arrangement was to take effect [unclear: on] the 1st of January 1894. Now that again, [unclear: I] submit, is a question for the court and not [unclear: for] the jury. It is a very simple question, [unclear: I] think, when it is considered out.

His Honor: It depends rather on the [unclear: correspondence], does it? The evidence in [unclear: connection] with the purchase in 1893 is in writing.

Mr Bell: Yes, it is all in writing. Supposing [unclear: Nelsons] were not entitled to agree to buy the [unclear: Frozen] Meat Works on January 1, or to erect [unclear: works] to as to bring them into operation on January 1, then they would be bound, [unclear: not] for three years, but for five years,—that is the position, and so it [unclear: is] all trades. If a man agrees not to [unclear: enter] into competition for two years, he is [unclear: entitled] to prepare himself for competition at the conclusion of that term, otherwise he would be bound for a much longer period. Then I understand the third suggested breach of contract is that we lent Mr Ward £20,000 in November 1893. How that is being concerned in Mr Ward's freezing works it is difficult to understand.

Sir R. Stout: It is a form of purchasing them.

Mr Bell: That is exactly what it was not. My learned friend put it to the jury that Nelsons lent £20,000 as soon as they were asked for it, which was the fact, and Nelsons had as security the works put in pledge. The fact was that he had agreed to buy them, so they were actually worth to Mr Nelson £32,000. When Mr Nelson agreed to lend £20,000 to Mr Ward in November he got as security the deeds of the Ocean Beach Works, and not only were they worth £32,000 as face value, but they were actually worth £32,000 cash to Mr Nelson, because he had got to pay £32,000 for them. What I mean is that they were a different security to Mr Nelson than to anyone else. If they had been mortgaged to A they might not have sold for £32,000, but in Mr Nelson's hands they were actually worth £32,000. The other matters that have been suggested are surely not suggested as breaches themselves, but as evidence that we might have been concerned in Mr Ward's works—that is to say, it is suggested that certain concessions made to Mr Ward are indications that we were in some way or other concerned in Ward's works. Now the correspondence shows throughout that we loyally observed the conditions of the contract. If we were entitled to purchase the output, which is really the question here, then we were entitled to purchase upon any terms we pleased. Now I shall be prepared to show that Mr Ward's terms, so far from being favourable to him, the reverse was actually the result—that is to say, that in every case we paid less to Ward for sheep and they sold for more. But irrespective of that, and assuming that any favour was given to Mr Ward, if we had a right to enter into the output agreement with Mr Ward we had a right to enter into the output agreement upon any terms we pleased, subject, of course, to the condition that if we gave higher terms the Southland Company could, if it chose, exercise its rights under the contract and terminate its own agreement. It all practically turns upon that Everything we did with Mr Ward we did under the contract with

him which is before the court, and our contract with him was to put him upon the same terms as the Southland Company. The point is, were we entitled to enter into a contract or not. As a matter of fact Mr Ward had reason to complain that we did not put him on the same terms as the Southland Company, and he did complain vigorously, though not so vigorously as he was entitled to. There is a clause in Mr Ward's contract that he is to have as good terms as the other company. Were we entitled to enter into that contract with him? If we were, then everything done was in pursuance of that. So that I submit to your Honor the sole question is whether the agreement to take Mr Ward's output is or is not a breach of our contract with the Southland Frozen Meat Company. If your Honor were to rule that the output agreement with Mr Ward was in itself a breach, then we should have to go into an entirely different line of evidence. We should have to endeavour to show that if we had not purchased the output there were other people ready to do it at that time, and therefore that the damage that flowed from Mr Ward's opposition did not result from our act. But if, on the other hand, we were entitled to enter into the output agreement, then all questions pass except the question as to whether we were entitled to agree in 1893 to buy in January 1894. It seems clear that unless your Honor, for the purpose of getting to the jury, were to rule against me on all points, certain of these matters would not go to the jury at all. The nonsuit point comes to this: The other side, as your Honor is aware, launched this action—it is not irrelevant to refer to it even at this stage. The other side began by alleging, as is clear from their own pleadings, that we were directly interested in Mr Ward's works. That is what they say.

Sir R. Stout: That and more.

Mr Bell: What they said was this: "The defendants without having made any special arrangement with the plaintiffs in the year 1891 erected or assisted, and were concerned or interested in the erection of certain freezing works at the Bluff, and were thenceforth during the remainder of the term of three years concerned and interested in the use of the said freezing works." Well now they have administered stringent interrogatories to ascertain whether or not Nelson had money invested in the concern.

Sir R. Stout: How does that affect the nonsuit?

Mr Bell: The interrogatories not being in I can only refer to the pleadings to show that that is the way the action commenced. They alleged that we were actually directly concerned, and now it turns out in the evidence that the Nelsons never had a shilling in the matter at all—that is perfectly clearly proved.

Sir R. Stout: I do not admit that.

Mr Bell: There is no evidence that a single shilling of Nelsons' money was ever invested with Ward, nor that Nelson paid anything to Mr Ward until the £20,000 was lent on the title deeds. That was a transaction they were entitled to enter into upon the authorities. As to that, I don't think your Honor will have any difficulty at all. There is plain authority upon that. Upon a contract of this kind, lending money, even though the only means of being paid back is out of the profits, is not a [unclear: br] of contract. Well, putting that aside, [unclear: i] there was not a shilling of Nelsons' [unclear: a] ever passed to Mr Ward according [unclear: to] evidence. That narrows it down to [unclear: the]: Were we interested in the use [unclear: of] works? Colloquially, we were interested [unclear: is] use of the works by having purchased [unclear: the] put, and so you come back to the point [unclear: when] we were entitled to enter into the output [unclear: up] ment. That would have been [unclear: arguable] submit, had it not been for one clause [unclear: is] agreement and for the subsequent [unclear: conduct] the parties, which makes it clear [unclear: that] in parties adopted the interpretation [unclear: of] contract that the Nelsons were [unclear: perfect] entitled to buy Ward's output. Though [unclear: si] possible your Honor may think it [unclear: necessary] postpone your ruling upon other [unclear: question] until the close of the case, I [unclear: apprehend] would be very convenient if your Honor [unclear: dec] this question now, before the case goes [unclear: to] jury for defence, as to whether the [unclear: occe] agreement was a breach of contract.

Mr Hosking was also heard in supports [unclear: set] motion for the nonsuit. The way, [unclear: he] mitted, the matter should be put, was [unclear: be] Clause 7 in the agreement—the one [unclear: w] referred to the purchase by Nelsons of [unclear: any] output—was practically a license or [unclear: exceptions] from the general covenant which followed [unclear: t] they should not be interested in any [unclear: o] works. At all events it meant that they [unclear: mi] purchase the output of another person submitted that was the proper [unclear: consideration] the document. It said, in the event of Nelsons purchasing from any other [unclear: person] that then the Southland Company [unclear: a] terminate the contract or Nelsons must [unclear: p] them on the same footing—that was [unclear: to] subject to certain conditions, Nelsons [unclear: were] liberty to purchase the output of another son; that it was not necessary for [unclear: Nelson,] fore they did purchase the output, to go [unclear: to] Southland Company and say we [unclear: want] enter into this contract, will you allow [unclear: se] do so? They could proceed [unclear: independently] the first instance, to negotiate for the [unclear: purchase] of another person's output. If they [unclear: were] liberty to purchase another person's output [unclear: the] necessarily involved the liberty to do [unclear: whatever] was necessary, fair, and proper, to give [unclear: effect] to that purchase. As to what was [unclear: fair] proper in the purchase of the output,

unclear: they] really the Southland Company's own [*unclear*: stand] upon that—viz, the contract the [*unclear*: company] entered into with Nelson's; so that the [*unclear*: Southland] Company might be taken by [*unclear*: their] contract to admit that in the purchased [*unclear*: of] output it was proper and fair to enter arrangements with regard to the [*unclear*: freight.] submitted that Nelsons were perfectly [*unclear*: just] therefore, in entering into the [*unclear*: arrangements] to freight which were found in Mr [*unclear*: Wards] tract. Now if he was right in [*unclear*: the] [*unclear*: had] taken up—viz., that there was liberty to [*unclear*: later] into an agreement to purchase the output [*unclear*: and] to make consequential terms upon the [*unclear*: purchase]—let them see how the matter would [*unclear*: and]. Cuthbertson put the grievances which [*unclear*: followed] from the breach of the contract—[*unclear*: that] the price had been raised; that the [*unclear*: Nelsons] had accepted inferior sheep from Mr [*unclear*: ward]; that the Nelsons had not cleared their ([*unclear*: the] Southland Company's) works quickly [*unclear*: enough]. Those were the three points which [*unclear*: were] said to be the result of the brea[*unclear*: ch] contract. It was alleged that these [*unclear*: ults] had followed from entering into this contract with Ward to buy his output. [*unclear*: It] followed that these grievances were [*unclear*: expressly] permitted by the original contract, for [*unclear*: they] were the necessary result of buying the [*unclear*: output] of any other works than those of the [*unclear*: Southland] Company. If the original contract [*unclear*: with] the Southland Company said. "You may [*unclear*: buy] another person's output" it necessarily followed [*unclear*: that] they gave the Nelsons liberty to place them at that disadvantage. He [*unclear*: submitted] that this was a perfectly legitimate [*unclear*: gument], and that it could not be got out of [*unclear*: upon] any proper construction of the agreement. [*unclear*: All] the grievances that Mr Cuthbertson had [*unclear*: mentioned] followed as the natural consequence [*unclear*: of] Nelson Bros, entering into a contract to [*unclear*: purchase] the output of any other company. The [*unclear*: oject] of the company in putting up works at [*unclear*: Mataura] was to keep out a rival competitor, [*unclear*: but] when they said "You can buy from other [*unclear*: persons]," they at once said "You can [*unclear*: introduce] competition into the market" Then there was the restriction as to the class of sheep. With regard to that the contract which [*unclear*: Nelsons] were committed to enter into by the Southland Company said nothing about [*unclear*: the] class of sheep they might contract to buy. [*unclear*: It] simply said Nelsons might buy sheep from [*unclear*: another] person, and said nothing about grades, [*unclear*: so] that the Nelsons were at perfect liberty to [*unclear*: buy] sheep of any grade they chose. It didn't [*unclear*: follow] that the grades which prevailed in 1891 [*unclear*: would] be acceptable to anybody in 1892. They [*unclear*: knew] that these were matters which would [*unclear*: change] as trade developed, and it did not follow that the same grade was to be provided [*unclear*: for] in the case of the third party; but the [*unclear*: Southland] Company, in fact, went further than [*unclear*: that]. They said, "We acknowledge you may buy [*unclear*: from] other persons, and at different prices from [*unclear*: what] you give us, or on different terms, [*unclear*: provided] we have liberty to come in and to get the same terms "The evidence as to this was that [*unclear*: they] had liberty to come in and have a contract [*unclear*: on] the same lines as Ward, but they said "No, [*unclear*: it] would not suit them; it would cost them too much money to alter their works." The way [*unclear*: in] which they treated this matter of a rival contract was directly shown by [*unclear*: what] had taken place on that occasion. [*unclear*: They] were to have liberty to take up the same terms if they chose, and they said they would not accept them. The third grievance which was said to have followed was that in consequence of this purchase of the output the Southland Company's works were not cleared. Whether that was so or not he submitted that it was not a consequence of Nelson buying Mr Ward's output at all. The true cause of what happened was that Nelsons hadn't provided sufficient freight accommodation—it was not because they had bought Ward's sheep that a block ensued, but because sufficient freight accommodation was not provided. Then they might fairly put it in this way: that the license to Nelsons to purchase any other output in Southland left it open for the chance to arise of a block if they allowed competition to come in, as he submitted the contract did. Then the further consequence of the non-clearing of the works and of the block at the Bluff must necessarily be licensed also. If these acts were licensed to that extent, then the results which may be said to arise from them were licensed also. That would lead to the question as to what the interest in the contract really was. It could not possibly mean the interest which the buyer of sheep would have in seeing that the sheep were graded properly and so on, because that was the very thing the purchaser of an output would do. It could not be what might be called the natural interest shown by Nelsons in seeing the way the sheep were graded, for that was a proper interest for the purchaser of an output to take. It was not a pecuniary interest that Nelson Bros. were to receive—so much for each sheep frozen,—the legitimate interest which Nelson Bros, were justified in taking, and which Mr Ward might have complained if they had not taken. It was in evidence that Mr Ward was new to the business and therefore there was all the more reason that Nelsons should aid the sale of sheep in London and see that they were made proper for the London market, and all the more reason why that interest which was apparent in the correspondence should be shown by Mr Nelson. But that interest, he submitted, was not interest within the meaning of the contract. This was simply an attempt to charge the losses which had arisen from the doing of those acts that the defendants were licensed to do to a breach of the covenant They were simply trying

to say, "Although we licensed you to buy another man's output, and uncessarily to do other things, you must pay us for having done that, although we allowed you to do it." That was really the position taken up by the plaintiff. They were trying to make the defendants pay them for what they had not guarded themselves against, and for what they had expressly allowed the defendant to do. He suggested that the true construction of the covenant not to erect or assist in erecting, or be concerned or interested in any works, must be that they would not be peculiarly interested, and pecuniary interest meant interest in the profits. It must mean that defendants should not put money in the business. In the first place Nelsons covenanted with them that they would not erect certain works That could not be that they would not with their own hands put up certain works. It must mean that they would not pay money to a contractor for that work. To covenant not to erect meant to covenant not to find funds. Then how were they to assist in erecting except by making a contribution to the funds for that purpose. A covenant against erecting works must be a covenant not to supply any moneys required to build or to assist in putting up any portion of the buildings. Then exactly the same meaning must apply to assist in the use of the works. They could not put a different meaning in the one case than in the other. He submitted that the true construction of the covenant was clearly that they should not provide the money for erection or assisting in the erection or for using the works. The covenant must deal with the pecuniary interest of the parties. The learned counsel then dealt with the legal aspect of the points mentioned, citing as authorities: *Bird v. Lake* (H. and M., 308), *Smith v. Hancock* (L.J. Chancery Division, page 384), and *Smith v. Hancock* (L. J. Chancery Division, 12).

Sir R. Stout would first deal with his friend's last point. He said the test of the word "interest" with reference to the contract completed in 1893 would be, supposing the building had been burned down: Could Nelson compel Ward to reerect them before completing the purchase? If not, had Nelson an insurable interest? There were hundreds of cases to show that Nelson had an insurable interest.

His Honor: What do you say would have happened if the buildings had been burnt down?

Sir R. Stout: Ward could not have been compelled to erect them.—(Porter on Insurance, page 48) In this agreement, strange to say, the contract only was that the purchase money should be paid in January.

Mr Bell: No, no ! It says "to take effect."

Sir R. Stout: The only arrangement was about the purchase money. The words were these: "This offer to remain open until Monday, 15th May 1893, and if accepted the £16,000 cash shall be paid to me not later than the 1st January 1894, and dividend upon the shares transferred to me shall be calculated, and shall be at the same rate as pa d to other shareholders for the year ending 30th September 1894." There was not a word about when the business was to be taken over.

Mr Bell: It is in the acceptances.

Sir R Stout: There are two acceptances.

Mr Bell: The official acceptance.

Sir R. Stout: I don't know what that [unclear: is,] acceptance does not vary it. Warren's [unclear: letter] her suppose, is it?—The arrangement to effect from the 1st January 1894."

Mr Hosking: Mr Ward confirms the [unclear: van] by a subsequent letter.

Sir R. Stout: What variation?

Mr Hosking: The variation "to take [unclear: ef] from the 1st January 1894."

Sir R Stout: What letter do you refer [unclear: to]

Mr Hosking: Ward to Nelson, 27th [unclear: March] 1893.

Sir R. Stout: Read the letter.

His Honor: It is obvious that if the [unclear: a] was to be paid on the 1st January, and [unclear: t] was no provision for interest in the [unclear: mean] possession would not be given until [unclear: the] January.

Sir R. Stout: That was not to say that [unclear: th] were not interested. The contract [unclear: provide] the schedule that certain works [unclear: were] be erected and to be paid for. [unclear: The] gave £27,000 as the "present price," [unclear: and] were contingent expenses of £6000 and [unclear: th] agreed to buy for £32,000 on the conditions Ward proceeded with the erection of works a workmanlike manner. If that was not [unclear: "be] interested and concerned in" he did not [unclear: ka] what language was. How could they [unclear: say] were not interested in the erection? [unclear: That] he submitted, sufficient to wipe out all nonsuit points; but as to the other [unclear: point] dealing with clauses 7 and 8—he was not [unclear: during] to make the first contention that he [unclear: made,] it was open to him to make in, that [unclear: cleanse] meant outside the two counties of Southland and Wallace, and that clause 8 referred [unclear: to] two counties of Southland and [unclear: Wallace;] the company's reason for this was: "[unclear: Old] Southland and Wallace you can [unclear: contract] any output you please, but if you do you do so on the same terms as ours." But [unclear: class] 8 meant that they were not to do [unclear: anything] affect the company's output, and that meaning of the contract. If that [unclear: was] meaning his friend would admit that the [unclear: work] constituted a breach.

Mr Bell: No.

Sir R. Stout: Unless it was said [unclear: that] plaintiff had waived or acquiesced, and [unclear: th] was not pleaded.

Mr Bell: If that construction is possible [unclear: a] rely on the Bank of New Zealand v. [unclear: Wilson].

Sir R. Stout: The Bank of New [unclear: Zealand] Wilson is not that. It is what? [unclear: Estopped] conduct. What have we done to [unclear: stop] conduct?

Mr Hosking: You have not alleged this [unclear: as] breach.

Sir R. Stout said the words "assist [unclear: in] use" covered it. Those words [unclear: were] enough to cover it all. There were [unclear: hundred] of cases as to the meaning of the [unclear: word "]cerned," which was the word used in the [unclear: ce] tract. There was the use of the word [unclear: in] [unclear: case] of "any member of a local board [unclear: concerned] in any bargain or contract who [unclear: participates] in the profits."

His Honor: That is a case of disqualification, [unclear: of] the imposition of a penalty. That is a [unclear: different] class of case from this. It does not [unclear: follow] that because the word "concerned" has [unclear: a] particular meaning in that class that in the [unclear: the] present case it should have a similar [unclear: meaning].

Sir R. Stout: No, but it had a stonger [unclear: meaning], because there a man was charged [unclear: with] crime. He cited the following [unclear: authorities]:—Nutton v. Wilson (58 L J, [unclear: Common] Law, 443), Smith v. Hancock, Wil[unclear: tion] v Pettit, Jones v. Evans (L.R., 4 [unclear: Chancery], 636), Newlyn v. Dobell (38 L J., [unclear: Chancery], 111), Baxter v. Lewis (30 Solicitors' [unclear: Journal], 705), Attorney-general v Robinson [unclear: on] L.J., Exchequer, 188), Attorney-general v. [unclear: Woodmas] (Bunbury's reports, 320). Hill v. [unclear: Hill] (55, Law Times), Turner v. Evans (22 [unclear: L J.], New Series, Q.B., 412), Brompton v. [unclear: Beadows] (13 Common Bench, New Series, [unclear: 542]), Whitely v. Bailey (57 L.J., Q B., 643) [unclear: Learned] counsel submitted that the words of [unclear: the] contract in the present case were wider [unclear: than] those in any of the cases cited, and that [unclear: was] part of the bargain that Mr Ward was to put up buildings which were to become Nelson [unclear: Bros]. in January. If they entered into a [unclear: contract] with a contractor to erect works the [unclear: were] fact that the contractor was to have three [unclear: years] to erect them in and was only to be paid [unclear: at] the end of three years would not prevent [unclear: their] action being a breach of contract. The [unclear: words] of the contract were that they were [unclear: not] erect, or assist, or be in any way concerned [unclear: t] interested in, the erection of works during [unclear: three] years—not that the works were to be [unclear: completely] finished during that time. He [unclear: therefore] submitted that there was no ground [unclear: for] the nonsuit. He might have referred to [unclear: the] letter in May and to the letter of January of [unclear: 1894], in which Mr Nelson said the company are [unclear: to] purchase the new storage. Mr Nelson looked upon it as [unclear: a] purchase in May, and if there was to be an estoppel by a statement as was the meaning of the contract, how [unclear: ed] that estoppel not been pleaded?

Mr Hall having followed on the same side,

Mr Bell said: With regard to what my learned [unclear: ned] friend says as to our endeavoring by [unclear: the] case of the Bank of New Zealand to allege a [unclear: kind] of estoppel, that is not the intention at [unclear: all]. My learned friend suggested that the true [unclear: terms] the contract are those relating to the [unclear: purchase] of the output, and that they mean [unclear: that] we are only entitled to purchase the output [unclear: beyond] the counties of Southland and Wallace. [unclear: And] that is a possible interpretation of [unclear: the] contract. What he has now suggested [unclear: a] not; and we rely upon the Bank [unclear: of] Zealand v. Wilson as showing [unclear: that] was not the interpretation of the contract adopted by the parties, that interpretation being obviously possible. In regard to what has been contended as to this purchase, mind, your Honor, I contended in respect to the contract of April that it must be possible in such a case to make arrangements for the commencement of business on the 1st of January—that is to say, to make arrangements for the commencement of business at the termination of the period of restriction. Therefore it must have been competent for Nelson Bros, to have entered into a contract for the purchase of freezing works at the same time during the year 1893; and that; so long as they were not concerned in the use in any way—so long as they kept aloof from the use of the freezing works—the mere fact that they entered into a contract that would allow them to enter into competition on the 1st of January, was not a breach of contract That is all I wish to say in reply

His Honor said: The question of the construction of this contract is one of considerable difficulty, and I do not wish at present to express a concluded opinion upon it However, I am satisfied that it is not a case which I ought to withdraw from the jury at the present stage. It seems to me to be always desirable, where there is is any fair doubt, that where a jury are present the matter should be left to the jury, and the doubt finally solved by the court in Banco. That is undoubtedly in the best interest of the parties. I have great difficulty in deciding that the contract of April 1893 was not a breach of the agreement. The contract involved the erection, or partial erection, of freezing works during the period within which the defendants have bound themselves not to be in

any way concerned or interested in the erection of freezing works. On that ground, therefore, alone I should be inclined to refuse a nonsuit. No doubt that ground is comparatively an unsubstantial one, because it is difficult to see so far as that breach is concerned what damage the plaintiffs suffered from it. If the plaintiffs are entitled to recover any substantial damages at the hands of the defendants, it is because the defendants have by the purchase of Mr Ward's output interfered with their trade and have by such purchase committed a breach of paragraph 8 of the agreement. I quite agree with what Mr Bell said, that if the defendants were justified in purchasing Mr Ward's output that the concessions they made to Mr Ward in respect to the 2½ per cent, commission on freight—if the defendants can be said themselves to have made that concession—and the clause in the agreement which relates to keeping Mr Ward's works clear do not affect the question. If the defendants were justified in making the output agreement with Mr Ward then the only thing the plaintiffs can complain of in the present action is the breach by the purchase in April 1893, and as I have said in respect to that breach, it is difficult to see that they can claim any substantial damage. The cardinal point in the case, as Mr Bell has said, is whether this output agreement with Mr Ward was a breach of this paragraph 8. I am inclined to think, though I do not wish to decide finally, that it was a breach, and for the purpose of the present trial I shall rule that it was a breach. The terms of this paragraph 8 are so exceedingly wide that it is difficult to apply any of the cases cited to them. I can hardly accede to the contention that paragraph 7 is a general license to do something which paragraph 8 would forbid to be done. The way to construe the agreement, I think, is to look at paragraph 8, and if by the terms of paragraph 8 an agreement of the kind made with Mr Ward is forbidden, then paragraph 7, if necessary, must be reconciled with paragraph 8, if it is reasonably possible to do so; and it can be reconciled by limiting the right of purchase of output to the purchase of output in parts of New Zealand other than Southland and Wallace Counties. The covenant contained in paragraph 8 is: "That the defendants shall not during the term of three years erect or assist or be in any way concerned or interested in the erection or use of freezing works on land or water at the Bluff or within certain limits." They are not even to assist in the use of such works. I confess these words are so wide that it is certainly difficult for me to say that the action of the defendants does not bring them within these words. What the defendants have done is that they have dealt with a rival freezing works at the Bluff, not as a chance customer, but as a purchaser of the whole of the produce for a definite term. It certainly does seem to me as the case stands at present that that circumstance does bring them within the paragraph. If it does so then I do not think that the case of Wilson and the Bank of New Zealand and the cases there cited apply. That case was one where a document was capable, fairly capable, of two constructions, and the parties had placed a particular construction upon it, and had acted on such construction. There was, therefore, a kind of estoppel on both parties in saying that the construction they had adopted was not a proper construction. Here I do not think that is so. If the construction which I have for the purposes of the trial placed upon this paragraph is the correct one, then, unless the plaintiffs have released the defendants or unless the plaintiffs have in some way or other estopped themselves from saying that this construction of the contract is the correct one, then, notwithstanding any doubtful conduct or delay or inconsistent conduct on the part of the plaintiffs, the plaintiffs are entitled to recover damages against the defendants for a breach. It may be that this particular breach—viz, the breach by purchase of Mr Ward's [unclear: output] not sufficiently alleged in the breach [unclear: which] charged in paragraph 5 of the statement [unclear: of] but it is quite clear that the question [unclear: of] the entering into the agreement with [unclear: Mr] was a breach of the agreement or [unclear: nu] something which the parties came here [unclear: to] because the defendants themselves [unclear: in] statement of defence have set out [unclear: the] with Mr Ward at length, and [unclear: have] terms stated that it was not a breach [unclear: of] agreement. I say, therefore, that I must [unclear: let] case go to the jury. Of course I [unclear: reserve] is to you to move for a nonsuit.

Mr Bell asked his Honor to bear in [unclear: mind] he made at the outset, and would renew [unclear: at] conclusion of his case, application [unclear: for] to amend paragraph 3 of the [unclear: statement] defence by making it more clear that [unclear: they] could rely on the doctrine of the [unclear: Basic] New Zealand v. Wilson.

Mr Bell said he would prefer to [unclear: resume] address to the jury in the morning, and [unclear: at] past 5 the court adjourned until 10.30 cent [unclear: of]

THURSDAY, NOVEMBER 21.

On the court resuming,

Mr Bell said there was a misprint [unclear: in] report of his Honor's judgment in the [unclear: men] paper which might mislead the [unclear: jury.] Honor was made to say that it could [unclear: be] saw that Nelsons gave the commission of 2 [unclear: ½] per cent, to Mr Ward. It should have [unclear: been]"? could be said," &c.

His Honor: What I said was whether [unclear: or] the commission was given by Nelson [unclear: Bros]. by

Mr Reid, as agent for the Tyser line, [unclear: it] was really immaterial if the sale of the [unclear: output] not a breach of the covenant

Mr Bell, resuming his address to the [unclear: pu] said: I must ask your attention to the [unclear: correspondence] which I am forced to read to [unclear: you] to morning. Though it may appear to [unclear: you] part of it might be omitted and your [unclear: a] saved, I appeal to you to give me your [unclear: attention] because you will remember that my [unclear: le] friend, quite naturally, summarised the [unclear: correspondence] and made selections from it [unclear: a] naturally, and not at all unfairly, for [unclear: the] pose of maintaining the case of [unclear: prejudice] he submitted to you. If you [unclear: remember,] learned friend did not rely upon this [unclear: c] contract as a breach of the covenant [unclear: with] plaintiffs. What he wanted to bring [unclear: before] were the other matters, such as the [unclear: comm] of 2½ per cent. and the shipping [unclear: arrangement] which he relied upon as showing that [unclear: Nelson] Co. had an actual interest in Ward's [unclear: works] that they had unfairly assisted Mr [unclear: Ward] you are of course aware by this time [unclear: that] clients find themselves in this [unclear: unfor] position for the moment, because for the [unclear: ment] you and I are bound to accept the [unclear: positive] in making the agreement with Mr Ward for [unclear: the] [unclear: purchase] of the output Nelson Bros. did [unclear: commit] a technical breach of the agreement they [unclear: had] made previously with the Southland [unclear: Company]. I say unfortunate, because you will [unclear: remember] that nobody ever thought until [unclear: yesterday] that it was a breach of contract.

Sir R. Stout: Pardon me.

Mr Bell: I do not know, of course, what my [unclear: learned] friend thought before, and I am not [unclear: going] to ask you to assume that my [unclear: learned] did not think so; but what I want [unclear: you] to bear in mind is this, that from first to [unclear: a] the Southland Company never pretended [unclear: for] a single moment that Nelson and Co. were [unclear: prevented] by anything from entering into the [unclear: output] agreement with Mr Ward. On the [unclear: contrary], they admitted that to be the position. [unclear: They] never complained of it, and they continued their relations with Nelson, and actually [unclear: claimed] that Mr Nelson should take a certain [unclear: course] with regard to Mr Ward in respect of [unclear: this] very output contract; relying upon their [unclear: rights] under the seventh clause of the contract. [unclear: It] appears, therefore, that the Southland [unclear: Company] was equally wrong with the defendants in [unclear: the] construction of the contract. Technically [unclear: it] seems we committed a breach of contract, [unclear: and] the Southland Company find they have a [unclear: technical] breach upon which they can rely. But [unclear: you] will remember that this action was launched [unclear: upon] the suggestion of dishonourable conduct on [unclear: the] part of the company which I represent. [unclear: They] were charged with dishonourable conduct. [unclear: They] were charged with secretly having a [unclear: direct] financial interest in Mr Ward's works. It [unclear: was] charged that Mr Ward's finance had been [unclear: found] by Nelson, and that practically the works [unclear: had] been erected by their money and the [unclear: business] carried on by their money. [unclear: There] was any foundation for that suggestion; [unclear: but] you will observe that the statement [unclear: of] was founded upon that. In the [unclear: statement] of claim the plaintiffs allege—they did [unclear: set] out the whole agreement, but they set out [unclear: a] particular clause of the agreement which [unclear: had] been made between the Southland Company [unclear: and] Nelson Bros. in these words:—"That [unclear: Nelson] Bros. (Limited) shall not during the [unclear: d] term of three years erect or assist in the [unclear: tion] or use of freezing works on [unclear: d] or water at the Bluff or within [unclear: s] limits of the Southland or Wallace [unclear: ties] without making special arrangements [unclear: with] the company, nor do anything of the like [unclear: ure] which may in any way interfere with or [unclear: rict] the output of the business, trade, or [unclear: its] of the company." They set out that and [unclear: when] they came to allege what we had done [unclear: they] said we had erected in the year 1891—[unclear: remember] the output contract was made in [unclear: 1892]—in the year 1891 the Ocean Beach [unclear: ing] Works. They say that in 1891 the [unclear: dants] erected or assisted and were [unclear: concerned] and interested in the erection of certain [unclear: freezing] works at the Bluff, in the County of Southland, known as the Ocean Beach Freezing Works, and were thenceforth, during the remainder of the said term of three years, concerned and interested in the use of the freezing works. Their allegation, you will observe, therefore, was this—an accusation of dishonourable conduct on the part of my clients. Now, it is of very great importance to my case, and I am sure you will feel it to be of very great importance to the questions which you have to consider, to ascertain whether Nelson Bros. were guilty of dishonourable conduct in this matter. That for the moment they find, and I may even assume that finally they will find, themselves to have committed a technical breach of agreement by entering into the output contract, yet you will remember that the output contract was entered into with the full assent of the Southland Company, and that at the time we entered into it it was for the benefit of the Southland Company, prices being high, that such a contract should be made; otherwise Mr Ward would be able to drive them out of the market, and that from first to last they never complained that Nelsons could not in

fairness and honour make that contract with Ward. On the contrary, from first to last they admitted that such contract existed. The Southland Company claimed that they were entitled to equal benefits with Mr Ward, and to be placed in the same position, and insisted from time to time that Nelson Bros. should take certain action under their contract with Mr Ward for the purchase of his output, in order to put the Southland Company on the same basis as Mr Ward. If it did appear that the Southland Company had received worse terms from Nelson Bros. than the Nelson Bros. granted to Mr Ward, it might be a matter which would affect your judgment, and accordingly my learned friend, Sir R. Stout, has introduced this evidence and made a suggestion for the purpose of endeavouring to convince you that we did more than act fairly as between the Southland Company and Mr Ward—that, in fact, Mr Nelson, the managing director of the company in New Zealand, through Mr Reid, the agent for the defendant company, favoured Mr Ward at the expense of the Southland Company. It will therefore be my duty to prove to you, as it happens that I can prove quite conclusively, that so far from the Southland Company having had the worst of the two contracts, they had a long way the best of it. That can be proved in several ways. You must bear in mind that Mr Ward, through Mr Fisher, vigorously complained of the terms which he had as not putting him upon a level basis with the Southland Company. And he had the right to complain in that respect. As appears, and as you know, a concession was made to him because they were bound under the contract with him to put him upon no worse terms than the Southland Company was placed, and you remember the Southland Company over and over again say that is all they want: that they want no advantage, only to be placed on the same terms. Now Mr Ward had a real grievance as it turns out, and if this action had been brought by Mr Ward, founded upon the contract under which they are bound to place him on the same terms as the Southland Company——

Sir R. Stout: There is no such clause.

Mr Bell: My friend says there is no such clause. I will proceed to correct him. In the contract with Mr Ward there is this clause: "In all other respects save those mentioned in this agreement the said Joseph George Ward is to be placed on the same footing and to have the same terms as the Southland Frozen Meat and Export Company (Limited)."

Sir R. Stout: Exactly.

Mr Bell: I shall endeavour to keep entirely within what the evidence proves. I am a stranger here, and my learned friend is known to you all, but I do hope you will not believe I would misrepresent any matter to you.

Sir R. Stout: I am not suggesting that; but you may be mistaken.

Mr Bell: I have a very difficult duty to perform, and I am endeavouring to perform it in such a way as that I shall not strain a single point of the evidence, and that I may without waste of your time bring the case before you as clearly as possible, and unless it is absolutely necessary I hope my learned friend will be able to refrain from interruptions. What I was saying was this, that if Mr Ward had brought an action instead of the present plaintiff, we should have had a more difficult case, we should have been forced to admit that we had not put him upon a level with the Southland Frozen Meat Company. We should have been able to show, as the correspondence itself shows, that we legally endeavoured to do so. That is to say, Mr Nelson gave instructions to put him alongside but to give him no advantage, nor the Southland Company any advantage, but by reason of the contract he was placed originally in a worse position, and although we endeavoured to place him alongside the Southland Frozen Meat Company we were not able to do so. As I say that can be proved in several ways, and first of all by a comparison of the contracts. Indeed as you are aware the plaintiffs' had to prove this 2½ per cent, commission and the shipping arrangements in order to make even the semblance of a case that Mr Ward got better terms. I say that what I have asserted can be proved by a comparison of the prices. The way to test it is this: What did Nelson pay Ward for meat and what did they pay the Southland Company? We can take the whole of the meat; we will lay before you the accounts and we will show you what meat was bought from Mr Ward and what from the Southland Company. He will show you the prices we paid, and you will [unclear: see] we paid the Southland and other [unclear: companies] every shipment, more than we paid to Mr [unclear: W] That, I think, will be conclusive [unclear: evidenced] to that, though we were endeavouring to [unclear: th] duty by both parties, it happens that the [unclear: per] plaintiff has got the best of the balance, [unclear: w] we endeavoured to hold fairly. Again I [unclear: say] were holding that balance with the [unclear: eq] assent of the Southland Company, [unclear: though] law it appears that assent is not [unclear: sufficient] amount to a consent by them, so as to [unclear: p] us from liability for having entered into [unclear: the] put contract with Ward. Before I [unclear: end] to show you what was the position at [unclear: the] and before I enter upon the [unclear: correspondence] would point out to you that you have [unclear: to] whether you are going to accept the [unclear: sugg] made by Sir R. Stout, that if we had not [unclear: emt] into a contract with Mr Ward, Mr [unclear: Ward] would have collapsed, and there would have [unclear: been] monopoly secured to the Southland [unclear: Company]. Now you will doubtless have to assume [unclear: that] order to find for the plaintiffs, for I [unclear: feel] dent the directions to you will be that damage does not necessarily follow [unclear: from] the put contract. If you think that but [unclear: for] making of the output contract, there

unclear: m] have been a collapse of Mr [*unclear: Ward's*] in ness then that may be. I am admitting that it is, but I am [*unclear: assuming*] a moment that may be a proper for your consideration, and you are asked [*unclear: t*] that because the market happened to [*unclear: fall*] wards that Mr Ward would have thrown [*unclear: up*] sponge, and there would have been [*unclear: no*] of the works, notwithstanding [*unclear: that*] engines were on their way and that the [*unclear: i*] to hold them were actually erected. [*unclear: First*] this was a fight in Southland, and you can [*unclear: j*] from the way in which it has been [*unclear: conduct*] whether it is at all likely in this [*unclear: Southland*] test that Mr Ward would have thrown [*unclear: up*] sponge. But you have another matter [*unclear: to*] What happened at the end [*unclear: of*] Prices were low then, and the [*unclear: Southland*] Company were absolutely at the end of their [*unclear: for*] they were absolutely insolvent; they [*unclear: could*] nothing. What then happened? In [*unclear: order*] keep them going, and to prevent the becoming a Tyser port again, the other shipping companies came in and [*unclear: each*] £10,000 into the Southland Company's [*unclear: was*] Very well; now you will be able to [*unclear: judge*] that. It would be idle for my learned [*unclear: friend*] contend that the opposition [*unclear: would*] collapsed. The shipping companies, as [*unclear: I*] had said, in the end of 1893, with a [*unclear: discu*] market, came in and each put in [*unclear: £10,000*] order to keep the Southland Company, [*unclear: a*] must have collapsed, upon its feet, and [*unclear: to*] the company to compete in a [*unclear: disastrous*] Very well; you have to consider [*unclear: wh*] it is at all probable that these [*unclear: companies*] which step in immediately [*unclear: to*] [*unclear: the*] collapse of the Southland Company would [*unclear: not*] have stepped in to prevent the collapse of [*unclear: Ward*] if it had been necessary. You are asked [*unclear: to*] assume that Mr Ward had no resource, and [*unclear: no*] finance to begin with. There are other [*unclear: considerations*] of the same kind, of which you will [*unclear: be*] able to judge. When you have to come to [*unclear: a*] judgment upon the point which is now before [*unclear: you*] will be able to discount—it seems to [*unclear: the*] facts compel you to discount—the [*unclear: statements*] made by Sir R. Stout. He calculates the [*unclear: sheep*] by millions, and says that but for [*unclear: the*] contract they would have been able to [*unclear: make*] certain profits. Now, I ask you to bring [*unclear: your*] minds to the consideration of what were [*unclear: the*] circumstances at the time when the [*unclear: contract*] of 1891 was entered into. The circumstances are these: The defendant [*unclear: company*], Nelson Bros. (Limited), is a London company, [*unclear: the*] principal branch of which is at Napier, and [*unclear: it*] has freezing works in one or two other places. [*unclear: Besides*] carrying on the business of freezing it [*unclear: purchased*] the output of frozen meat from other freezing works. You have had before [*unclear: you*] the commercial result of that. Nelson Bros. (Limited) took [*unclear: the*] risk of the London market—the chance of profit and [*unclear: the*] risk of loss. Any freezing company [*unclear: which*] happened to sell its output to Nelson [*unclear: ained*] this benefit: that it knew precisely, [*unclear: subject*] to any any fluctuations in the tallow and [*unclear: pelt*] market, what it could afford to pay for the [*unclear: sheep*], and where, as in the case of the South[*unclear: land*] Company, the grower got back the skins, there was really no fluctuation, and the comp[*unclear: any*] to Nelson Bros. knew precisely [*unclear: what*] they could afford to give the grower. [*unclear: As*] it happened, and as everybody practically is [*unclear: aware*], so far from Nelsons having had the [*unclear: advantage*] they had a considerable disadvantage. [*unclear: Of*] course they might have had the advantage; [*unclear: they*] could not pretend, and never had [*unclear: prede*] that they were public benefactors. [*unclear: All*] that kind of thing is humbug. They were a company naturally doing the best they could [*unclear: for*] themselves, but interested in the welfare of [*unclear: the*] colony in which they have so much money [*unclear: invested*], and interested in doing well for the [*unclear: growers*] who provided them with material. They were, of course, interested in making a [*unclear: profit*] for themselves, but they were interested [*unclear: above*] all, as I think every public company is, [*unclear: and*] notwithstanding what is said about banks [*unclear: and*] companies my experience of them is that [*unclear: they*] are, interested above all in trying honestly [*unclear: to*] perform their contracts. What other [*unclear: interts*] officers of a company—managers, [*unclear: directors*], and so forth—have other than to their contracts?—and as a rule you will [*unclear: find*] it. That is my experience. We are [*unclear: accustomed*] to hear public companies spoken [*unclear: of*]—I think it was my learned friend who began a famous address to the jury with—"Gentle[*unclear: men*] of the jury, this is not an ordinary case: [*unclear: this*] is a case against a bank !"

Sir R. Stout: No.

Mr Bell: My learned friend has the credit of it.

Sir R. Stout: I am afraid my friend is drawing on his imagination, as others have done.

Mr Bell: It is not my imagination. The story is told against my learned friend.

Sir R. Stout: I never heard of it before.

Mr Bell: If I am wronging my learned friend I regret it, but you must know that this kind of thing is always suggested: this is a public company, and—

Sir R. Stout: We are a public company.

Mr Bell: Yes, the Southland Frozen Meat Company is a public company too, and I think you will observe,

gentlemen, that nothing has been suggested to the discredit of those managing that company. As I have said, the plaintiff company find themselves astonished at the wonderful chance which has fallen to them—namely, that they never suspected there had been any breach; that they themselves always acted upon the lines that the whole thing was proper and fair, yet they find themselves suddenly in the Supreme Court with a breach. The company for whom I am speaking I think I shall be able to establish to your satisfaction has endeavoured to perform its duties honestly, loyally, and consistently. I do not want to say anything more about that, I prefer, if the correspondence speaks for itself as I apprehend it does, to leave it to the jury, who after all have it to consider. Undoubtedly if the jury thought that we had behaved dishonestly or unfairly to the plaintiff company, if we have deliberately deceived them and been parties to a swindle upon them that would naturally affect any question of damage that is submitted to you. It has been strenuously suggested that Nelson Bros.' firm is identical with the Tyser line of steamers. That point, as you are aware, has been insisted upon for the purpose of alleging that Nelsons paid Mr Ward the 2½ per cent, commission on freight. I must state to you the position as between Nelsons and the Tyser line, because it is of importance with regard to that question of commission. Messrs Nelson Bros. are no more identified with the Tyser line than I am. Their position in regard to the Tyser line was this: The Tyser line of steamers was introduced to this country by Nelson Bros.—that is to say, that the steamers came here to take Nelsons' produce, just as any other line of steamers might have done. Later on, as you may be aware, some shares were taken up by Nelsons in the Tyser Company, just as Nelsons bought shares in the Southland Frozen Meat Company; and, as we shall see later on, Nelsons had no control over the Tyser line. The connection between them arose in this way: Mr Dobson, the manager of the company, who had nothing to do with Nelson Bros, at Napier, was agent for the Tyser line. Mr Dobson made the arrangements for the company, and naturally Mr Nelson, being by far the largest shipper and being a personal friend, Mr Dobson and he conferred together about the agencies for the Tyser line. There was no relation of any sort or kind except that they were personal friends, and their business relations being close and that they met together frequently. But it happened that Mr J. B. Reid was the agent for both companies at Dunedin, and it was because Mr Reid was agent for both companies in Dunedin that this error in the minds of my learned friend and his clients has arisen. Mr J. B. Reid received commission from the Tyser Company, and he also received remuneration from Nelson Bros. (Limited); but the remuneration Mr Reid received from the Tyser Company he put in his own pocket; it did not belong to Nelson and Co. Nelson and Co. had nothing to do with it. Now Mr Ward was, as you are aware, the head of the Ward Farmers' Association in Southland. He was a very large importer and a very large exporter, or rather his association was, quite irrespective of this frozen meat business. Mr Carswell was the agent at the Bluff for the Tyser line, and he received a commission upon all meat shipped of 5 per cent. from the Tyser Company. That was the way he was remunerated. As you have heard from Mr Nichol, Mr Carswell was a director of the Southland Frozen Meat Company, and in that capacity had something to do with the meat going by the Tyser line. Nevertheless the Southland Company never claimed from him, nor could they claim, the 5 per cent. which he got for the meat of the Southland Company which went through the Tyser line. Now of that 5 per cent. Mr Reid, who was agent at Dunedin, got 2½ per cent, from Mr Carswell on the meat shipped by the Tyser line at the Bluff, that being the meat at that time of the Southland Company. Mr Reid received that 2½ per cent, not as agent for Nelsons, but as agent for the Tyser Company, and, as I told you, it went into his own pocket. Nor was any interest Mr Reid had in the shipping of the Southland Company's meat by the Tyser steamers any concern of Nelsons whatever. Mr Carswell did it, and shared the commission with Mr Reid. But it came to be of importance to Mr Dobson that Mr Ward, the head of the Ward Farmers' Association, should be connected with the Tyser line, and that you will see was actually before Ward's Frozen Meat Company started. After conferring with Mr Dobson, Mr Reid, as one of the inducements to Mr Ward not to start competition—for you will see shortly, if you are not aware of it already, that Mr Reid and Mr Nelson loyally co-operated with the Southland Company in endeavouring to prevent Mr Ward starting and one of the inducements Mr Reid was able to offer was this: He said to Mr Ward, "I can get you the agency with Carswell, of the Tyser line, at the Bluff?"

Sir R. Stout: When?

Mr Bell: I will read it in a moment will find that offer was made to Mr [unclear: W] one of the inducements to prevent him [unclear: s] —that Mr Ward was to be appointed [unclear: against] the Tyser line with Mr Carswell at the [unclear: b] and in that capacity Mr Ward was to [unclear: get] 2½ per cent. from Mr Carswell which [unclear: pre] Mr Reid had got as agent for the Tyser Nelsons never got it; it was no [unclear: concession] them. Mr Reid had the 2½ per cent., [unclear: and] sequently Mr Ward got it. But he [unclear: did] get it from Nelsons. Though he got [unclear: 2] cent. on his own meat, Nelsons had [unclear: no] to offer that at all, but Mr Reid, [unclear: who] to be the agent of Nelson Bros. and [unclear: the] for the Tyser line, appointed Mr [unclear: Ward] agent with Mr Carswell at the Bluff, and that capacity Mr Ward got the 2½ [unclear: per] commission. There never was any [unclear: hocus] about it at all. I wish my learned friend

Sir Robert Stout: I never said a word.

His Honor: I did not notice anything.

Mr Hosking: It was only one of Sir Robe laughs.

Sir Robert: I have the right to [unclear: laugh] please, but I did not do so.

Mr Bell: It has an effect to a [unclear: certain] in putting me out, and I am sure Sir [unclear: r] Stout did not want to put me out. It [unclear: has] a general effect and brings into court [unclear: the] he has brought against Mr Seddon [unclear: and] Ward in another place, and the fact [unclear: is] inclined to feel it more now than I did [unclear: in] place to which I had referred. I hope [unclear: it] not seem so ridiculous to you, [unclear: gentlemen] does to Sir Robert Stout. I repeat [unclear: it] and emphatically, because I know it [unclear: is] that there was no hocus-pocus about matter at all. There is no pretence [unclear: for] that Nelsons got, or could have got, [unclear: from] the commission. They did not get [unclear: it.] paid it to Mr Carswell and he divided [unclear: it] Mr Reid, and subsequently with [unclear: Mr] when Mr Ward became the agent for [unclear: the] Company. As I have said, it was not only frozen meat; the Tyser Company [unclear: were] to have the influence of Mr Ward. [unclear: Mr.] was a large shipper and a large [unclear: importer] respect to the Ward Association, [unclear: quite] from this; and further, Mr Ward had the pleasant habit of bringing in outside shipped and you will remember at that time [unclear: the] Company were very anxious to make [unclear: the] the Tyser port, and they not only [unclear: got] business of the Ward Association [unclear: but] Ward on their side, and he was troublesome man to have against the I have devoted some time to that because was made a great deal of by Sir R. [unclear: Stout] it is made a good deal of in the correspondence, which I will come to, by [unclear: the] Company. They insist that they [unclear: should] that 2½ per cent., and Sir R. [unclear: Stout] [unclear: it] was most unfair that we should give it Mr Ward. We did not give it to Mr Ward: [unclear: a] had nothing to do with giving it to [unclear: Mr]. Mr Reid never consulted Mr Nelson or [unclear: nelson] Bros. (Limited) whether that appoint[unclear: ment] was to be made. Mr Reid made it as for the Tyser Company, and without [unclear: ting] the Nelson Bros. That explains that Nelson Bros. never had anything to do [unclear: t] it, and I hope I shall successfully find [unclear: ter] a complete answer to the whole case [unclear: n] this claim and other claims that the South[unclear: land] Company made. Then, the claim for 2½ [unclear: per] cent. is obviously inconsistent with the [unclear: tion] that we were not entitled to enter [unclear: to] the contract with [unclear: Mr] Ward. If we were entitled to enter into the contract with Ward, what earthly right had they [unclear: claim] the 2½ per cent. No two things can be [unclear: be] absolutely inconsistent. There is no [unclear: thy] pretence on the other side, nor do I [unclear: think] it can be suggested, that there is any [unclear: method] of making the two points consistent. [unclear: It] is an unfortunate thing that the incon[unclear: sistency] of the plaintiff company at the [unclear: present] is not a legal answer to the claim they [unclear: a] making on us; but it is very necessary that should bring out the question of the 2½ per [unclear: cent.] in order to show, first, that we were right [unclear: opposing] the claim for the 2½ per cent., [unclear: and], for the purpose of putting before his [unclear: the] fact that throughout the correspond[unclear: ence] this emphatic claim for 2½ per cent, was [unclear: ded] on the existence of the output contract and that the rights which the Southland [unclear: Com] claimed were in consequence of that out[unclear: let] contract. The next point I want to call [unclear: tion] to—and again I appeal to you to bear [unclear: is] in mind, and without accepting what I say, [unclear: judge] between myself and my learned friend [unclear: in] the clients we represent—is the [unclear: persistent] to give this action a local and political [unclear: ur.]

[unclear: M]R. Stout: Who has done so?

[unclear: Mr] Bell: There has been a persistent sugge[unclear: stion] in some way or other Mr Ward—

[unclear: Sir] R. Stout: Surely my learned friend has not a right to say this.

[unclear: His] Honor: Let Mr Bell say what the suggestion is.

[unclear: Mr] Bell: There has been a persistent suggestion that Mr Ward is in some way interested [unclear: in] action. Letters of Mr Ward have been [unclear: obviously] only for one purpose. At least [unclear: you] will have to judge how it comes that letters [unclear: of] Mr Ward, which have nothing to do with the [unclear: subject]-matter of the action, except as indica[unclear: ting] the negotiations for an agreement, which are [unclear: obviously] not evidence against the defendant [unclear: company]—or which, I submit to your Honor, [unclear: a] not evidence against the defendant [unclear: company]—have been read to you and published [unclear: in] the local papers. I am not going to waste [unclear: your] time or mine by any comment on that. Fair or unfair, it has been done. The point that I am upon, and I am begging your careful attention to it, is that in no way or other is Mr Ward interested in the result of the action.

Sir R. Stout: I never suggested it.

Mr Bell: This action is an action brought against the Nelson Bros. (Limited), and whatever Mr Ward may have said or done would have no bearing prejudicial to my clients, and should have no bearing, and I am appealing to you not to allow it to have any effect on my clients. But to say this positively and emphatically that there has been some suggestion that there is something in the correspondence—the letter is not disclosed, and the only thing I know of that should not have been disclosed has been read by Sir Robert Stout,—and I say that

not a single word can be read to you of which any man need be ashamed.

Sir R. Stout: Not the letter of January?

Mr Bell: I'll come to it in a moment. You see, gentlemen, what efforts are going to be still made to bring Mr Ward——

Sir R. Stout: It is not Ward's letter, but Nelson's.

Mr Bell: We'll see what is there a man need be ashamed of. I say that because, while I appeal to you not to allow the prejudices that are introduced into the case by reason of Mr Ward to affect you, I must not be understood as suggesting, admitting, or thinking anything which I ought to condemn, and I appeal to you to leave that matter out of your consideration. I do not advocate Mr Ward in any sense whatever, here or outside, but it is only fair that, when I ask you not to consider against my clients any connection with Mr Ward, I should say there is no reason that I can see why I should make that appeal, but it appears the other side is desirous of making a lever with the jury of Mr Ward's words and Mr Ward's action.

Sir R. Stout: I never attempted to do so. I purposely did not make any reference to Mr Ward or attack his conduct. If my friend does not want it done he had better not press me to do so. I only read the letters—and I stated so in my opening—that were absolutely necessary to show the relations between the Nelsons' and Ward, and I was bound to do so.

Mr Bell: I cannot think that is so, though I accept what my friend has said as absolutely correct, and I admit that disposes of the matter, but I appeal to your minds, gentlemen, whether it did not reach your minds in the same way as mine—namely, that there was an attempt to bring into this matter a political prejudice. As my friend discards it I hope you will accept it from him as I do, and that you will look at it as discarded.

His Honor: I understood Sir Robert Stout, in opening, to say that Mr Ward's conduct was not called in question. That is so obviously.

Mr Bell: Your Honor has. I think, not grasped the position. Certain letters were read and published——

His Honor: You suggest that they have no bearing on the present action except as a matter of prejudice.

Mr Bell: I do not think I could explain to your Honor without emphasising more than I care to do.

His Honor: Sir Robert Stout has repudiated any attempt to attack Mr Ward, and any such attempt would be entirely relevant. The jury will clearly understand that Mr Ward's conduct is not called in question.

Mr Bell: I hope the jury will understand that I do not say that for the purpose of making a complaint, but I impress upon you the fact that in to sense has there been a verdict against Mr Ward, and the verdict will have to be paid by my clients, and whatever Mr Ward may have said or done they alone are responsible; and I feel bound to add, having said that, because otherwise I might seem to cast an unworthy reflection on Mr Ward, which between both of us might be misunderstood, that I very emphatically assert that so far as I know there is nothing I need, if I were entitled to explain it, have avoided an explanation of. Again I point out to you this, gentlemen, that whether Mr Ward's action was right or wrong in Southland in starting his opposition, we are net responsible for it, and that must be conceded to me in the beginning, for it is quite obvious that Mr Reid and Nelson Bros, loyally attempted to prevent Mr Ward from entering upon that opposition, nor had we any negotiations with him at all until it was absolutely certain that there was going to be an output there immediately, and that somebody would have to have that output, and then, as they say, in the interests of everybody—of the Southland Company as well as of themselves—the Nelson Bros, entered into the agreement, and they made it coincident with the terms of the Southland Company, this being evidence that throughout they were acting in the interests of the Southland Company as well as of themselves; and I do not see how any body of business men can come to any other conclusion than that the Nelson Bros., in entering into the contract, entered into it in the belief that they were acting in the interests of the Southland Company, for the market then was high, and, had Mr Ward not been bound and had the market continued high, the Southland Company's works must have been stopped. They believed—and everybody believed—that the trade that went to Mr Ward would be a continuing trade, that all that trade would come away from the Southland Company, that the Southland Company would, in the event of prices remaining high, lose all their trade, and that the Nelson Bros, would lose their output at the port. But up to the time they entered into the output agreement they had loyally co-operated [unclear: w] Southland Company to prevent Mr [unclear: Wa] starting. That is proved beyond all[unclear: d] the correspondence that is produced, [unclear: and] correspondence is a genuine [unclear: correspond] passing not only between the Southland [unclear: company] and Nelson Bros., but [unclear: correspond] written between the two heads—Mr [unclear: Nel] Tomoana and Mr Reid at Dunedin—[unclear: which] not possibly be otherwise than [unclear: absolutely] and this is another point I [unclear: as] to bear in mind. Mr Nichol and Mr [unclear: C] son both speak of the value to the [unclear: Se] Company of the Matura site, and [unclear: both] of the advantage that site would have [unclear: given] Southland Company had it not been [unclear: fr] fact that Mr Ward had a firm [unclear: agreement] the Nelsons. How did the Southland [unclear: Company] become possessed of the Matura site? Matura site belonged to Nelson [unclear: Both] they had the option of the purchase of [unclear: it] was, as the other side insisted, the key [unclear: of]

situation,—and at the time that Mr [unclear: Ward] position was threatened, and in order to [unclear: a] the Southland Company to present a [unclear: bold] to Mr Ward, the Nelsons transferred, [unclear: was] any consideration, without a shilling of [unclear: was] this valuable site to the company, [unclear: This] which according to the other side was [unclear: they] of the situation, was given up by the [unclear: N] to the Southland Company when they [unclear: are] being threatened with the opposition [unclear: of] Ward and for the purpose of enabling [unclear: the] start the Matura works and of [unclear: preventing] Ward from starting. That act alone, if [unclear: it] a alone, would be sufficient to destroy the [unclear: suggest] that we had acted otherwise than [unclear: with] loyalty to the Southland Company, but [unclear: I] from that to ask you to consider [unclear: some] which I have to say to you about the [unclear: cores] pondence itself. There is a great [unclear: deal] of respodence which has been produced [unclear: asked] and published—there appears to be [unclear: a] exceptional interest taken in it,[unclear: —corresponded] which is marked private and [unclear: confection] dare say you are not aware that, [unclear: when] action of this kind discovery is [unclear: much] person who has to make the affidavit [unclear: be] swear that he has no papers in his [unclear: poem] other than the papers in a certain list, [unclear: and] the list is given the other side is [unclear: entitled] the documents. I ask you to consider [unclear: of] private and confidential correspondence [unclear: is] to be. In the first place, I put it as an [unclear: end] if there was some moderate profanity [unclear: is] might be used with great force here, and [unclear: you] would not be wholly unintelligible [unclear: correspond] ence. Men writing in these terms, [unclear: writing] friendly way to one another, write very [unclear: out] and very frankly, and, for my part, I sure that if my private correspondence [unclear: was] be used against me, I should be very [unclear: sorry] it should fall into the hands of Sir [unclear: Be] Stout and have it read, and very likely I [unclear: was] be subject to actions for libel. The fact [unclear: is] [unclear: the] writes in a correspondence of that kind the [unclear: truth] in a very frank way. Now my learned [unclear: friend] emphasised this "Dear Jim" corres[unclear: pondence], and I daresay that was assumed to [unclear: the] a most improper way of addressing Mr [unclear: Sid]

Sir R. Stout: I never suggested it. I never [unclear: inted] at it.

Mr Bell: Sir Robert Stout spoke of it in a [unclear: fffing] way, and said "Nelson Bros, never [unclear: te] to 'Dear Jim' again in that way." Mr [unclear: Bell] is a much younger man than Mr Nelson, [unclear: and] is a personal and intimate friend, and there [unclear: in] a great many gentlemen in New Zealand, I [unclear: resay,] who in writing to Mr Reid would be [unclear: address] him by name. He is personally [unclear: popular,] and it is not unusual that he should be [unclear: a] addressed; but that is what Sir Robert Stout [unclear: would] make out, as if he would suggest there was "Dear Joe" correspondence going on also.—(Laughter.)

Sir R. Stout: I never said so.

Mr Bell: The fact is, and this is what I [unclear: riously] press upon you, that you have before [unclear: from] the bare confidence of these gentlemen, [unclear: written] in strict confidence one to another, and ask you if there is anything to be ashamed Mr Nelson was giving the reasons that [unclear: ected] him, and as Sir Robert Stout has [unclear: gggested] that two Cabinet Ministers were [unclear: ced] on the advisory board, it is well to [unclear: erve] that the whole of it is perfectly [unclear: athful,] and it is an observation that anyone [unclear: and] a right to make to his friend and agent. [unclear: All] coarse, all that can be used in a court of [unclear: notice] in an unfair way, but I put it to you [unclear: whether] in the whole of this correspondence. [unclear: Where] you have the bare confidence of both [unclear: rties] laid open, there is anything that any [unclear: an] need be ashamed of. It is obvious that in [unclear: be] way or other the private and confidential respodence which has been produced has [unclear: in] divulged broadcast all over the colony, [unclear: and] when Sir Robert Stout began to read it was better it should be read, having regard [unclear: a] the fact that in some way or other this had [unclear: been] divulged. The correspondence which was [unclear: asked] "Private and confidential" and which [unclear: was] produced under order of the court to the [unclear: for] side had been—I do not say published, [unclear: of] scattered broadcast.

Sir R. Stout: Will you prove that?

Mr Bell: Yes. I should like to ask my [unclear: and] himself.

Sir. Stout: I did not see it all till I came [unclear: own] the case.

Mr Bell: I am not commenting on the taste [unclear: a] the reference to "Dear Jim" and to the use [unclear: of] the correspondence in that way. I am only [unclear: ggging] of you to remember that the corres[unclear: pondence] is marked and intended to be private, [unclear: and] it is only by an accident that it comes [unclear: before] you, and you are not to treat it as if [unclear: these] people had been playing ducks and drakes with other people's money in that way. And that correspondence I propose to treat in another way. That correspondence shows that the Nelson Bros, and Mr Reid were most absolutely honest and loyal in the performance of their duty to the Southland Company. This correspondence recognises not only the legal but the honest and loyal duty to preserve the obligation to the Southland Company, and that part of the correspondence

I'll ask you to listen to with as much attention as you can give. As you know, the Southland Company had with the Messrs Nelson a contract existing before the year 1891—a contract the term of which had not expired and which was cancelled and replaced by the contract of 1891. That you heard from Mr Nichol, who told you he was anxious that the contract should not be cancelled and that the existing contract should be kept on foot. The price was raised from 2[unclear: 4]d to 2½d, the contract was cancelled, and the Nelsons took a three years' agreement in 1891. Now, I want you to remember that, because I ask you who were the better able to judge than the Nelson Bros, of the chance of a high market. You observe that in order to get a three years' contract with the Southland Company they actually gave 1/8d more per lb. They then—they, the very best judges, the men who purchased practically the greater part of the output of the colony—believed that the market was going to be so good that they voluntarily, in order to get a three years' contract, gave an extra 1/8d for the expiring term of the existing contract. If that was their opinion, emphasised in that way, you will have to consider whether they were not equally honest in their belief, when they entered into the contract with Mr Ward for two years, that the market was going to continue to be high, and that in the interests of everybody they had to make an output agreement with Mr Ward. Remember that the three years' agreement would be ruinous to them in a low market because they were paying a fixed price. That judgment of theirs you have in 1891 as a perfectly disinterested piece of evidence, determining for you, absolutely and conclusively, the fact that in the early part of 1891 the Nelsons believed that for three years there was going to be a high market. Was there anything which would induce them to alter that opinion in February 1892? Were they not in the same position then as in February 1891?—believing that they were going to have a high market and anxious to secure the output. And if the market had continued high the output agreement was the only thing that would have saved the Southland Company. The fact that the market was low is the only thing that enables the Southland Company to say that the output agreement with Mr Ward was a damage to the company. Had the market remained high, so far from the Southland Company having a cause of complaint against the Nelson Company, the Southland Company would have had to admit that was the only thing that saved them from ruin; and I want to show you that was what the Nelson Bros, honestly held to be the position in 1892 as in 1891. If the market had been high it must have saved the Southland Company, and the evidence of that is the letters of Mr Reid to London, which emphatically disclose the belief of the Nelson Bros, at the time. Mr Reid, in the letters written to his principals, shows conclusively that the opinion of the Nelson Bros, at that time, equally as in 1891, was that if they did not make the agreement the Southland Company's works must stop, and that it was the accident of the London market which has entitled the other side to make even the pretence of a grievance; and subsequently we shall ask for a direction that the accident of the London market is not a damage which the other side can claim for in respect to the output agreement. I'll not trouble you with the correspondence which took place immediately prior to the agreement of 1891, though I shall probably put it in, for I am anxious in what I shall now read to you—I shall endeavour to keep to the correspondence which is in my opinion necessary—that you should have it before you in sequence, in order of date and in order of event, and before I go to it I ask again for your attention, though I am asking for a great deal, I know. I candidly admit that. I assure you I shall do my best not to waste your time, and if you will endeavour to follow the correspondence, as I have it brought before you in sequence, I am satisfied that you will have that which will enable you to judge fairly between us, but if you do not grant me that I am satisfied you will not be able to do your duty fairly, having regard to the fact that excerpts were made from the correspondence, and that it was not brought before you in the sequence of events. Now, the position that the Nelson Bros, took up was a position of persistent and consistent loyalty to the Southland Company. I do not claim credit for it. They were bound to do it in accordance with the contract, but they went beyond that, and not only openly but between themselves they always recognised their honest duty to the Southland Company. They were not in any sense under an obligation to the company. On the contrary, the Southland Company are at the present moment under an enormous obligation to them. That you can see, for as soon as the Nelson Bros, left them they lost £17,000, whereas while the Nelson Bros, were with them their losses were practically nothing. Something has been said about the extension of the works having been forced upon the Southland Company by Mr Ward's opposition. That was not the case. You will find that a committee was appointed by the company to consider the question of an extension of works before the opposition, and that evidence [unclear: of] that they could only freeze 500 a day, [unclear: a] without an extension of the works this [unclear: would] be limited to 500 day at the outside [unclear: the] season. The evidence is upon [unclear: of] own minutes that they could only [unclear: freeaper] day. Therefore the expenditure [unclear: works], which caused a great increase [unclear: bank] interest and a heavy capital [unclear: expend] was not compelled by the opposition [unclear: of] Ward, but by the exigencies of the [unclear: a] Mr Nichol and others were vehemently [unclear: op] to any construction of works at [unclear: Matan] if they had not extended the works they [unclear: not] have done an output in Southland [unclear: of] 500 a day, and they suffered no injury [unclear: in] sequence. The agreement which was [unclear: into] in 1891, and which was dated the June, but in respect of which the [unclear: negoti] were entered into before the 26th June practically the agreement was carried out

unclear: of] these terms—I am not going to read the [*unclear*: way] of it, but it is not set out in the case: it [*unclear*: be] by saying—

The agreement between the parties [*unclear*: heretz] ing date the 8th day of April 1889, is hereby [*unclear*: of] mined and cancelled.

That is to say, the existuig agreement cancelled, and that was an agreement at [*unclear*: the]

Nelson Bros. (Limited) shall purchase [*unclear*: said] from the company all mutton and lamb [*unclear*: of] shall during the term of three years, [*unclear*: coon] from the 1st day of January 1891, be [*unclear*: frozen] company, and shall pay for the same the [*unclear*: following] prices—viz., for prime crossbred wether maiden ewes, 2½d per lb; for prime [*unclear*: and] wethers and aged ewes. 2¼d per lb, with a [*unclear*: tion] to 2 3-16d per lb for each year in which total number of sheep frozen by the [*unclear*: came] shall exceed 60,000; for prime lambs, 3½d [*unclear*: be] the said prices to be for the meat free [*unclear*: on] at the Bluff, frozen (bags included), and to [*unclear*: be] net cash in Invercargill within 24 hours of [*unclear*: fu] ture and on delivery of the bill of [*unclear*: lading] weights to be taken from the company's [*unclear*: said]

I need not read the whole of that [*unclear*: parp] It goes on to say:

If at the end of any one year the company [*unclear*: of] have a surplus of net profit, after paying [*unclear*: a] dend of 8 per cent, on the company's [*unclear*: a] the shareholders and providing a sura of [*unclear*: the] that year for depreciation of [*unclear*: machinery] buildings and for a reserve fund, then [*unclear*: such] plus, or so much thereof as shall be [*unclear*: requ] shall be applied by the company in paying [*unclear*: a] *pro rata* to shippers of mutton through the [*unclear*: com] pany, such bonus not to exceed 1-16th of [*unclear*: a] per lb of the meat frozen, and of such [*unclear*: to] Nelson Brothers (Limited) shall be [*unclear*: entitled] much thereof as is payable in regard to [*unclear*: next] plied by them.

Then:

The company shall not freeze any [*unclear*: she] lambs in their said works excepting for [*unclear*: and] by the company to Nelson Brothers [*unclear*: (Limited)] such as shall be supplied by Nelson [*unclear*: Brothers] (Limited) to the company for freezing.

[*unclear*: So] Nelson Bros, might have themselves [*unclear*: rchased] the whole of the sheep to supply to [*unclear*: the] company for freezing. In fact they had to [*unclear*: lve] a guarantee to supply a certain number.

Nelson Bros. (Limited) shall take over and [*unclear*: believe] and indemnify the company from and [*unclear*: against] all contracts at present existing between [*unclear*: the] company and any other company, body, or [*unclear*: son] with regard to freight, and shall at their [*unclear*: from] expense provide freight for the whole of the [*unclear*: company's] output during the said term of three [*unclear*: rs] at regular intervals of not less than two [*unclear*: mers] every three months with an interval of [*unclear*: the] less than 21 days between the departure of one [*unclear*: mer] and the arrival of the next.

[*unclear*: that] under the contract the Nelson Bros. [*unclear*: re] entitled to an interval, certainly, of 21 [*unclear*: days] between the steamers, and they were only [*unclear*: required] to supply two steamers in three [*unclear*: months]. In fact, they supplied a great many [*unclear*: are], and the company was only once blocked—[*unclear*: the] one short period in 1892. when all over the [*unclear*: lony] every port was blocked, the supply of [*unclear*: pping] being little and the supply of frozen [*unclear*: eat] large. There was a guarantee to the com[*unclear*: pany] that at least 40,000 sheep should be sup[*unclear*: ed] by the Nelsons, and the Nelson Bros, (Limited) if they did not perform the gua[*unclear*: rantee] would have to pay. Then I go to the [*unclear*: venth] clause, which is the one which is the [*unclear*: subject] of consideration:—

That in the event of Nelson Bros. (Limited) [*unclear*: aring] the said term of three years making a con[*unclear*: ct] for a period of one year or more with any [*unclear*: company], body, or person carrying on within New [*unclear*: land] the business of freezing for owners or [*unclear*: fven] of stock by which f.o.b. prices on better [*unclear*: some] than those named herein shall be offered or [*unclear*: ven] by Nelson Bros. (Limited), then Nelson [*unclear*: Bros.] (Limited) shall either give the same terms the company, or, in the event of their declining do so, shall allow the company, if it so desires, terminate this agreement on the company [*unclear*: ing] one month's notice in writing to Nelson [*unclear*: Bros.] (Limited) of their intention to do so.

[*unclear*: course] had the contract stopped there it [*unclear*: did] not have been open to question that the [*unclear*: tpat] agreement with Mr Ward was authorised [*unclear*: of] the seventh clause, and nobody, I suppose, [*unclear*: nies] that, for Mr Ward was a person in New [*unclear*: land] carrying on the business of freezing,[*unclear*: and] they are entitled under clause 7 to enter [*unclear*: to] any contract for the purchase of output [*unclear*: viding] they ran the risk of the Southland [*unclear*: company] cancelling the three years' agreement [*unclear*: the] Nelson Bros, refused to give the South[*unclear*: land] Company the same terms as to Mr Ward.[*unclear*: Ask] was the position at the time of the agree-[*unclear*: ment] with Mr Ward. The Nelson Bros, un[*unclear*: derstood] and unhappily for them the South[*unclear*: land] Company also understood, that was not [*unclear*: affected] by clause 8 which I now proceed to said:

[*unclear*: Nelson] Bros. (Limited) shall not during the [*unclear*: some] term of three years erect, or assist,

unclear: to] be in any way concerned or interested [*unclear: of*] the erection or use of freezing works [*unclear: in*] land or water at the Bluff or within the limits of the Southland or Wallace Counties without making special arrangements with the company, nor do anything of the like nature which may in any way interfere with or restrict the output business, trade, or profits of the company. Obviously the agreement under clause 7 would obstruct the output of the company, and so the words "of a like nature" were put into clause 8. I am only endeavouring to show the honesty of the proposal. I am not for a moment pretending to say that the legal interpretation put on the contract is not the correct one; but, I ask you whether it is not the construction which business men would put on a contract of the kind that there who no prohibition against the purchase of meat What was prohibited was being concerned in the erection, or in the use after erection, of freezing works at the Bluff, but that they had a right to buy the output of anybody in New Zealand applied. What did it matter to the Southland Company whether the Nelson Bros, paid in Auckland or elsewhere than in the Southland and Wallace counties for sheep? What possible difference could it make to them? If was no concern of theirs. Take this: The Nelson Bros, are making terms with a company at Wellington for the purchase of output—what earthly concern was that of the Southland Company? Why should they bother themselves as to the arrangements made by the Nelsons at other ports? They were concerned to see that in Southland the Nelsons should not offer better terms to another company than themselves, but neither they nor the Nelson Bros, cared two straws what might be done outside the district of Southland and Port of Bluff. The Southland Company were only really concerned with the question of the terms Nelson Bros, might make with any other company in their own district. In fact, there was Burnside; that might compete. There was possible and probable competition even then in Southland. Somebody was bound to step in even if Mr Ward did not. Then followed a clause that inasmuch as there was certainly going to be opposition from somebody—everybody anticipated opposition—from whomsoever it was it should not be from the Nelsons. The Nelsons were the most dangerous people; they had works in Tomoana; they had started works elsewhere, and they had assisted in the erection of works elsewhere; they had the advantage of the Matura site—they were the owners of it. And the Southland Company said, "Well, if there is going to be competition—there is sure to be competition, but do not you come in; if you do not come in and erect works it is possible for us to carry on; there is the Matura site, we may extend our works." That was the meaning of the contract, and I press that on you because it is said we have been disloyal. Whatever the legal meaning—no one suggested such a meaning until Sir Robert Stout suggested it the other morning—the balance sheets and the correspondence show that not only did the Southland Company not pretend that what I have stated was not the meaning, but they insisted that it was the meaning, and they claimed in consequence of that meaning that they were entitled to certain rights. Nobody denies that that does not put us in a very strong position. He was not contending now as to the strength of his legal position. He was contending as to the position of people honestly carrying out what they conceived to be their legal position; and however wrong they might be in the interpretation of a legal contract, the other people interpreted it in the same way, and if any injury had been done, it had been an injury done by a mutual mistake as to the meaning of a legal document that both parties had drawn up so that there could be no mistake about it. And here his clients were in the unfortunate position of an interpretation being put upon this contract which the parties themselves never dreamt was the legal interpretation of it. He was able to answer Sir Robert Stout's suggestion that there was a complete change of front on the part of Nelson Bros. Sir Robert had said they were fair up to a certain point, but suddenly changed. Now there were two distinct phases of the action under the contract between the Southland Company and Nelson Bros. There was the point of time at which it became clear to Nelson Bros.' Company that Ward could not be prevented from erecting his works. Up to the time that they found that Ward had actually ordered his machinery they did their best with the Southland Company to try and "bluff" Ward from starting opposition. Then came the time when—it being clear that there was going to be an output in Southland—they had to consider what was the best thing for them to do. That was what Sir Robert Stout called a change of front. It was a necessary change of their position. Up to the point when it was certain that sheep were going to be put out they acted loyally to the Southland Company, and when they believed the output was going to be made they believed that the output was going to be disastrous to the Southland Company and themselves, and they entered into a contract for the purchase of the output. It was for their benefit that they did that, because they believed that there was going to be a high market. Why did they enter into a contract? They were not bound to enter into a contract in May 1892 for purchasing Ward's output. What did that show? It showed conclusively that they thought there was going to be a high market. Surely as business men they were not going to do what was not to their own interests and the interests of the Southland Company. They thought for two years it was to their benefit to purchase Ward's output at a fixed price, and it would have been a most disloyal act if they had refused to purchase the output. The Southland Company would have been in a worse position than they were [*unclear: to*] because they would have had to find[*unclear: me*] keep up the fight against the opposition their financial position was so weak[*unclear: the*] would have led to their ruin. Mr [*unclear: Reid*] the reason which influenced them in his[*unclear: the*] dated February 23, 1892. He said:

I am in receipt of your favour of [unclear: December] and am very glad indeed that things have [unclear: to] out very much as you anticipated, and a [unclear: cap] tial rise in value of both mutton and [unclear: be] advised by press cablegram. It was rather [unclear: of] tunate, however, that all buying [unclear: operations] delayed so long, for otherwise you [unclear: would] had all the December and January [unclear: shipme] your own hands. However, you will [unclear: re] few thousand good sheep and lambs [unclear: from] Bluff and Port Chalmers which should [unclear: have] fair profit, and you will be able to clear heavy stocks without loss. I have just [unclear: e] into a contract for the purchase of the [unclear: on] the Hon. J. G. Ward's works at the Bluff [unclear: for] years, and enclose copy of agreement, [unclear: which] explain the terms of the agreement. As you of course, aware, we have a contract [unclear: with] Southland Frozen Meat Company for the [unclear: of] term, and the arrangement I have just [unclear: made] Ward will not greatly increase the [unclear: number] sheep or lambs shipped at the Bluff, for [unclear: if] them from him we cannot get them [unclear: from] company. It will, however, assist us [unclear: greatly] had he been free at present with mutton [unclear: of] at 4¾d and lambs at 6¼d he could [unclear: been] growers higher prices than they could get [unclear: the] the company, and in all probability work [unclear: on] Southland Frozen Meat Company's works [unclear: a] have been stopped. As the matter now [unclear: on] we have secured the total output of [unclear: Southland] a fair price, and need not trouble [unclear: ourselves] the sheep are frozen.

Mr Reid, again writing to London on [unclear: the] 22, 1892, said:

You will observe, now that there [unclear: are] freezing establishments at the Bluff, how [unclear: a] sary it was for us to enter into this [unclear: contract] Mr Ward, for our contract with the [unclear: Southland] Frozen Meat Company provides that we [unclear: have] total output of the works without [unclear: stipulat] fixed quantity, so that we could only [unclear: exp] get meat from the company when it [unclear: was] London, for when high growers would [unclear: of] Ward. However, the matter is now [unclear: settled] the next two years, and I trust the result [unclear: of] satisfactory.

What he would point out was the [unclear: p] honesty of these transactions, because letters to London gave as a reason the that it was necessary in the interests of [unclear: Nelson] Bros, and the Southland Company such a contract should be entered He said: "You will observe how [unclear: are] tial it is that this contract should entered into." There was a third [unclear: consider] arose during the course of this contact had spoken of two phases. The first [unclear: phase] that during the first part of Ward's [unclear: thret] opposition the Nelsons joined the [unclear: Southland] Company in endeavouring to prevent [unclear: and] When opposition was absolutely [unclear: the] mined on, Nelson Bros, then, in the [unclear: inters] [unclear: themselves] and the Southland Company, [unclear: tered] into a contract for the purchase of [unclear: Ward's] output. There was the third phase: [unclear: at] it became necessary for Nelson Bros, to [unclear: insider] with whom they would do business for [unclear: three] years. They were not going to lose their [unclear: ade,] and so they eventually determined that [unclear: of] the end of three years they would do busi[unclear: ness] with Ward. That they were entitled to do. [unclear: sides] that, it must be manifest that Nelsons [unclear: ald] never have thought they were entering [unclear: to] an agreement which compelled them to [unclear: ad] out of the output altogether. At the end [unclear: of] the three years the Southland Company had [unclear: tactically] sold out to rival shipping com[unclear: panies]. There was no doubt that that was [unclear: the] declaration of war by the Southland Com[unclear: pany] against Nelson Bros. It was suggested [unclear: that] there was something improper in Nelson [unclear: Bros] having agreed to buy the works erected [unclear: by] Ward. The works were not completed till [unclear: the] end of 1893, and they were all erected by [unclear: Ward] out of his own money. Not one shilling [unclear: over] passed from Nelson Bros, to Ward in [unclear: inspect] to these works. They purchased his [unclear: output] and never gave him a shilling for works [unclear: all] November 1893, when they lent him [unclear: £20,000] against a security of £32,000, which he [unclear: has] to pay on January 1, 1894. He (Mr Bell) [unclear: did] not think any reasonable man could refuse [unclear: to] put his name to a bill under those terms. It [unclear: would] have been most unneighbourly and un[unclear: easiness] like if he had refused to endorse that [unclear: romissory] note. Learned counsel [unclear: proceeded] say that in the minutes of the company on [unclear: day] 8 the following words would be found:—

An informal discussion arose as to the fact that [unclear: the] present capacity of the works (500 per day) is [unclear: had] equate to freeze the number of sheep now [unclear: offering], after which it was moved by Mr Ward, [unclear: conded] by Mr Beaven—"That a committee con[unclear: ting] of the chairman and Messrs Basstian, [unclear: well,] Nichol, and the mover be appointed to [unclear: asider] whether any necessity exists for in[unclear: asing] the works, and, if so, to make a recom[unclear: endation] as to what should be done at the next [unclear: meeting] of the board."

[unclear: On] the same day Mr Reid came in to the [unclear: setting] and Nelsons' contract, the terms of [unclear: which] had been drawn up, was discussed. [unclear: Then] on May 14 Reid wrote to Cuthbertson, [unclear: closing] a draft of an agreement. He said:

We have your favour of the 12th inst.; also [unclear: ft] agreement, which we now return. The [unclear:

seems] to be in order, but we have a few [unclear: eight] alterations which we think will improve [unclear: the] wording of the agreement. . . . We will [unclear: to] glad to sign an agreement with slight alter[unclear: ations,] and if you will get it prepared at once the [unclear: writer] can get Mr William Nelson to sign it next [unclear: week], as he is going to Napier.

[unclear: Then] came a letter in reply on May 18 from Mr [unclear: Cuthbertson] as follows:

[unclear: Referring] to yours of 14th inst., I have had [unclear: clean] copies (two) of the agreement made out, [unclear: and] forwarded them by this opportunity. Your [unclear: suggestions] have been embodied, and I shall be glad if you will obtain Mr W. Nelson's signature to the same at your early convenience, and return both copies for completion. Then on June 3 Mr Ward wrote to the chairman of directors of the Southland Company:

Owing to my continued absence from Invercargill, and consequently my inability to attend the meetings of directors, I beg to place in your hands my resignation as a director of the company. On July 12, 1891, the following appeared on the minutes of a meeting of the company:—

Leave of absence was granted to Mr Ward during the session of Parliament. Then on the same day it was resolved to postpone signing the contract with Nelson until Mr Reid came down. Then on June 17, 1891, Mr Cuthbertson wrote as follows to Mr Reid:—

Your letter *re* Mataura site was received last night. I do not know if any of the directors will go up, but I will, and return with you to town same evening. I presume the site is the one in which Mr Carswell is interested. The directors have had the matter of erecting works in that district under their consideration, and are pretty well of opinion that slaughteryards would meet all present requirements, the freezing being concentrated at Bluff. The difficulty is that we cannot see our way to spend any large sum of money on additions or new works so long as the whole of our output is sealed down to the Nelsons at a fixed price, with the provision that they are not bound to find us more than 40,000 sheep per annum in event of growers not accepting the price for the meat named in the contract. Already the reduction in freight will soon enable growers to get higher prices than you give. Our output may seriously suffer in consequence. Such an event would be bad enough with our present outlay on buildings and plant, but it would be folly on our part to spend more money on these, with a possible minimum output of 40,000 per annum, caused by our having sealed up our total output to you at a fixed price for a term of years. Now he wanted to read an extract from the minutes of a meeting of the company on June 26, 1891:—

The report from the engineer, dated 25th inst., was read *re* the proposal to erect works at the Mataura to be run by water power, the cost of which he estimated at £8400. Moved by Mr Bastian, seconded by Mr Nichol—"That the secretary and engineer go into figures to show the comparative cost of freezing at the Bluff only, and at the Bluff and Mataura conjointly."

His point was that that work was done to prevent Ward from starting in opposition. Therefore his clients were not responsible for any damage that was suffered in consequence of the excessive expenditure at Mataura. That work was done for the benefit of the Southland Company—done, not in consequence of any improper act on the part of his clients, but in consequence of action which the Southland Company deemed to be wise—acting on the advice of Nelson Brothers. No doubt the Mataura works and the hulk might have been better arranged. Then came the flutter in the camp caused by Ward. There were six telegrams on July 4 from Reid to Cuthbertson, and these showed what steps Reid took to press upon Cuthbertson the absolute necessity to start at Mataura for the purpose of preventing Ward from starting. Then on July 6 Cuthbertson telegraphed to Reid:—

They ordered machinery first week January. Site selected for works is a few miles this side of the Bluff.

Then there were the extracts of a meeting of the company held on July 7, 1891:—

The chairman explained that he had called the directors together to consult them in connection with a matter that had led to Mr Ward's resignation as a director of this company—namely, the fact that Mr Ward had called upon him a few days ago in order to resign, in consequence, he stated, of his having accepted the management of a new freezing company that was about to commence operation? in Southland. The chairman further stated that Mr J. B. Reid was desirous to consult with the directors as to what steps, if any, should be taken at this juncture. After an informal discussion, it was resolved to adjourn till the 10th inst., and to ask Mr Reid to be present.

Mr Reid went on July 10 in answer to that request, and on July 8 he wrote to London, and here was his candid statement of what took place at the meeting:—

I have had no end of trouble to get the directors of this company to sign the contract. After having had it prepared by their own solicitors they refused to sign, and wanted to reopen the whole question. I refused point blank to discuss any other business until the contract was completed, and the result was that the meeting ended without any business being put through. I am glad to say everything is now settled, and I am able to send you a copy of the agreement. I have been very anxious for some time past for the directors of this company to increase their power, for sheep are increasing very much in Southland, but they would never move in the

matter, and it now turns out that the Hon. J. G. Ward, who was a director of the company, is going to build works. The secretary and directors of the company are very much excited about the matter, and I am going to Invercargill tomorrow afternoon to hear what they have to say. I have under offer at present a splendid site at Mataura Falls, a few miles from Gore, and will try to get the company to build there, for all the freezing can be carried on by water power at very little cost. I had a long talk with Mr Ward the evening before last about his scheme, and now know the position. Mr Cuthbertson is of opinion that Messrs Roberts, Brydone, and Co. are interested, but I know privately that such is not the case. The fact is that Mr Ward has a very large business at the Bluff, and he finds that it does not suit him to allow all the meat to go away without his getting anything out of it in the shape of commission, and he intends to build the works entirely on his own account. I am confident that, had the directors of the company acted promptly, Ward would not have gone so far with his scheme, and even now it may not be too late to fix matters up, for I don't think he is so far on with the scheme as he is trying to make out. The only difficulty, I fear, is getting the directors of the Southland Company to act promptly. I fancy whatever the result is we will be all right, for I know Ward is very [unclear: and] to work in with us. I am going to [unclear: Invercargill] morrow, and will write you fully on my return have started killing at Milton, and [unclear: everything] going on well; 350 per day are now [unclear: in] slaughtered.

Then on July 11, 1891, Mr Reid wrote the [unclear: s] lowing letter to Mr Cuthbertson:—

I have your telegram of this day, and [unclear: halviously] noticed telegram in paper *re* [unclear: the] works. I telegraphed Mr Ward this [unclear: more] informing him that your directors had [unclear: decid] build at once, and that I must, therefore, [unclear: be] to act as I think proper. I think if you [unclear: will] communicate with Ward it will be better [unclear: to] through me, for I know he will feel very [unclear: a] hurt at your directors when he hears they [unclear: are] decided to fight.

Then Mr Cuthbertson telegraphed to Reid:

Have publicly announced our intention to [unclear: be] at Mataura. Presume you will advise Ward?

Reid then in pursuance of that [unclear: telegraph] Ward on July 11:

Directors Southland Company have [unclear: decide] build at once, so we had better both consider [unclear: to] selves free to act as we please.

On July 13 Mr Reid wrote to Mr Ward [unclear: :—]

I thank you for your telegram of [unclear: Sat] which has just reached me. The directors [unclear: of] Southland Company have decided to [unclear: brief] Mataura, and will slaughter there as well [unclear: as] some station near Gore. I thought it only [unclear: be] to advise you promptly, for it is better [unclear: the] that both should be free to act as we think [unclear: be] I would very much like if we could come to [unclear: go] arrangement with the company, for I am [unclear: con] fident that with two works going the result [unclear: were] a serious loss to both of us. The New [unclear: Zealand] frigerating Company are paying railage on [unclear: all] from Balclutha to Burnside, to try and [unclear: per] our getting them at Milton. Freezing [unclear: close] have been reduced to 3d, so you will [unclear: easily] that growers are getting all the cream. It [unclear: is] Messrs Nelson Bros.' wish that sheep [unclear: should] purchased under their value, but for the [unclear: post] months competition has been far too [unclear: keep] buyers have been making heavy losses. I [unclear: will] glad if you can suggest any way out of the [unclear: culty] before it is too late, for I dread [unclear: having] purchase at extreme prices simply to keep [unclear: the] going.

Then on July 13, 1891, there was a [unclear: meeting] the Southland Company, and the [unclear: following] record appeared on the minutes:—

Moved by Mr Nichol, seconded by Mr [unclear: N] "That the secretary write to Messrs [unclear: Nelson] Brothers asking them what amount of [unclear: say] they would be prepared to give to the [unclear: propo] establish works at the Mataura in the [unclear: way] taking up shares in this company, and [unclear: of] whether, in the event of such works [unclear: be] erected they would increase the minimum [unclear: out] put guaranteed by them, and to what [unclear: extent] Nelson Bros., in view of the opposition. [unclear: The] not do either of these things. Then on [unclear: July] Mr Ward wrote to Mr Reid:—

I am obliged to you for your letter dated [unclear: of] inst., as also for your telegram apprising [unclear: me] the directors of Southland Company had [unclear: been] to build at Mataura, so that we might both [unclear: side] [unclear: act] as we think best; and in this I quite con[unclear: ar] as I stated to you in Dunedin. I would, as a [unclear: atter] of what I believe to be best for myself and [unclear: Nelson's] people, have preferred to work with you, [unclear: had] I had prior to leaving Invercargill, told Mr [unclear: Turnbull] that my desire was to work with them. [unclear: But] since I left their decision to spread themselves [unclear: and] I, of course, assume with Nelsons' concur[unclear: rence] and co-operation) leads me to infer that they [unclear: have] no serious desire to reciprocate my wishes in [unclear: the] matter, and I may add that my express desire [unclear: in] work with both was quite *bona fide*. Howere, It is to be a matter of fighting each other, I can [unclear: take] myself quite safe, both so far as the cost of [unclear: section] of works and plant and risk of purchasing [unclear: deep], and then with a diminished chance of [unclear: personal] gain from the

sheep freezing business [unclear: have] any other advantage that such a connection [unclear: my] give to my own business. I am at present free to discuss any fair and reasonable arrangement. But you can quite understand that unless we can [unclear: agree] to something that is mutually satisfactory [unclear: soon] that I must, as a matter of self-precaution, [unclear: fall] back on other arrangements that I can readily [unclear: fix] up. Though I readily and frankly say again [unclear: that], as a matter of preference, all other things [unclear: being] equal. I would prefer to work with Nelsons, [unclear: but] if the latter cannot be done I will not in any [unclear: way] be put out, and will follow the course I [unclear: believe] to be the next best, and your friends can [unclear: to] the same. If yourself or Nelsons are free to [unclear: discuss] matters with me here kindly let me know, [unclear: so] that we may finally determine whether we [unclear: work] together.

The material he was opening now was essential [unclear: to] the establishing of a point put before them— [unclear: vis], that the defendant company was perfectly [unclear: loyal] to the Southland Frozen Meat Company. [unclear: He] wanted to show that they had been perfectly [unclear: consistent] in their efforts to prevent Ward [unclear: starting]. In the letter of the 23rd July 1891, [unclear: Mr] Reid in writing to London after telling them [unclear: that] Ward was building on his own account, [unclear: paid]:

I have authority from Mr Dobson to offer Ward [unclear: joint] agency Tyser line of steamers with the [unclear: sent] agent (Mr Carswell), and if this will please [unclear: to] I can get the directors of the Southland Com[unclear: pany] to take over his engine, if it has been ordered, [unclear: which] I very much doubt. Of course if Ward [unclear: has] quite made up his mind to build, he must just [unclear: do] so, and we can please ourselves later on whether [unclear: we] purchase his meat or not. But our duty at [unclear: present] is clearly to protect the present company [unclear: so] far as possible.

That was Mr Reid's understanding, and it was [unclear: everybody's] understanding. Then on the 6th [unclear: August] 1891, writing to Mr Cuthbertson, Mr [unclear: Reid] says:

I have just received your telegram giving me [unclear: permission] to have a talk with Mr Ward. I feel [unclear: sure] that if your directors stick to their ground [unclear: and] go on with the works at once that Mr Ward [unclear: and] party will retire. I expect Ward told your [unclear: chairman] of his scheme in consequence simply to [unclear: keep] him quiet, and it is absurd to suggest work[unclear: ing] together when, as you say, more sheep are [unclear: suffering] than both works will freeze. My only fear it that your directors will not act promptly. I will come south to-morrow morning.

On the 8th August 1891 Mr Reid wrote:—

I was all ready to start for Wellington this morning, but was detained at the last moment and cannot possibly get away to-day. I will therefore explain my ideas as clearly as possible by letter. You are no doubt aware that there are now no commissions attached to the meat business, and, strictly *between ourselves*, the producer and purchaser will in my opinion very soon deal direct with each other. The sheep business is therefore now the most profitable to agents, and the proposal I have to make will therefore refer more to this branch of the business than to the other. It is as follows:—(1) That you give up all idea of building works at Bluff or elsewhere and give all your support to Nelson Bros, and to Southland Frozen Meat Company: (2) that in return for this and in consideration of your giving up any rights or privileges you may have secured, you shall be appointed joint agent for Tyser Line (Limited) with Messrs H. Carswell and Co., Invercargill; also, that you get a discount of 2½ per cent, on freezing charges on any of your clients' sheep that you may influence through the works. I presume you are aware that loading agents get a commission of 2½ per cent, on meat freight and 5 per cent, on general cargo, besides agency fee for entering and clearing each steamer, so that this is real good business. You could not hope for many years to come, even if you built works, to get half the output of Southland, and I think when last we met you were quite satisfied that there was no profit to be made out of freezing operations, so that if this proposal is carried out it would clearly be a direct gain to you, besides being a certainty. You will understand that I have no authority for saying that the directors of the Southland Company will allow you a discount on freezing charges, for they know nothing of this proposal; but, if you fall in with my ideas, I will suggest that you give me authority to negotiate for you. There is no doubt that as long as Messrs Nelson Bros, purchase sheep in Southland that J yser's steamers will carry them and with Matura in full operation, the output should be greatly increased. I may say, in *strict confidence*, that I told Mr Carswell that I would probably make you this offer, for it would not do to go behind him in any way. He of course, does not like the idea of losing the business, but is satisfied to leave the matter in our hands to make the best arrangements possible for all parties interested, and I have explained to him that in the event of your accepting, probably the joint agency in the future, with increase of business, will be as good for him as the whole business has been in the past. I may say in conclusion that I frankly admit that I should prefer to work with them against you, and outside of this business altogether there are many ways in which we could work together if thorough confidence existed.

Here Mr Reid simply endeavoured to get Mr Ward to give up all idea of freezing at the Bluff. On the 9th Mr Nelson wrote to Mr Ward in answer to the letter of the 4th. They had not that letter. Mr Reid said:

Dear Ward,—I have deferred answering your letter in the hope of some daylight appearing. But you know the fix I am in. I am absolutely bound by the Southland Company, and am helpless for two years. All my views have been put before them with no avail.

You know my wishes on the subject. They remain the same as I expressed when you were here. Dobson will see you on Friday, and I hope you will fix up matters with him as far as he is concerned. Our connection must follow in due course.

Now, Dobson was the agent for the Tyser line, and whether they were connected or not there was to be some fixing up between Dobson and Ward in connection with this per cent, commission.

Sir Robert Stout: Dobson was agent for Nelson.

Mr Bell said that Dobson probably did act as Nelsons' attorney when Nelson was out of the colony. Nelsons' works were at Tomoana, and Tomoana was some distance from Napier. There was a shipping department at Napier, and possibly Mr Dobson was the Napier agent for Nelson Bros. He was instructed that his friend was wrong in his assertion that Mr Dobson was Nelsons' agent in this connection.

Sir Robert Stout said that what he had stated was that Mr Dobson sometimes acted for Nelson.

Mr Bell said his learned friend's statement was that Mr Dobson was agent for the Nelsons'. Mr Dobson was agent for several companies, and for all he knew he might have acted as shipping agent for Nelson and Co., but in no other relation. Mr Ward wrote on the 10th in reply to Mr Reid's letter of the 8th. Mr Ward expressed his willingness to come to terms, and he said:

Now you have made a proposal dealing principally with shipping; I will make you a proposal which I think is worth considering, and would clear the whole ground for all parties. It is—1. That the Southland Frozen Meat Company (and yourself) abandon the intention of erecting works at Matura and let me erect mine there instead, so as to ensure what you are aiming at—a central works,—and I to give Nelsons and Tysers each a third share of the works. This would ensure the following:—(a) Get rid of an opposition company; (b) ensure a monopoly of the whole district for Nelson and Tyser; (c) a prosperous future for the Southland Company without overweighting themselves with additional capital; (d) the certainty of no other works being erected in the district; (e) the division of the output of the district into two instead of three; (f) prevent an inflation (through competition) in the value of sheep; (g) it would ensure a uniformity of freezing charges at all works—Bluff, Matura, Burnside; (h) it would allay the dissatisfaction that now exists among small sheep farmers (who are and have been for the last three years dissatisfied with the present company); (i) it would be the best safeguard against the antagonism that always underlies a large monopoly; (j) it would cause Nelsons' Home agency getting the whole business of Southland. 2. A manager's salary to be paid to me and to have the division of the shipping proposed by you. The above I believe to be the right direction to fix the business up for all parties. If you think it worth discussion telegraph me and I will, if you desire it, go on to Napier (as I can get there and back easily and quickly) and discuss it with [unclear: Nelson] Dobson. In the above proposal the [unclear: Frozen] Company lose nothing at all, they [unclear: retain] own business. They gain by not having [unclear: com] conception. You lose nothing at all. You gain by [unclear: m] ing all the district office without [unclear: competition] gain by preventing competition and the [unclear: was] fighting. I believe it is worth considering.

On the 11th August, Mr Reid, [unclear: writing] London, speaking of these negotiations of Ward, said:—

Mr Ward is a very clever business [unclear: man] would be a valuable man with us so [unclear: long] does not cost us anything to get him.

The jury would see, the learned counsel [unclear: was] because Tyser was paying the commission [unclear: by] of all there was a proposal to Ward to [unclear: give] the freezing works and to have the [unclear: Tyser] mission, and on the other hand to [unclear: give] Matura, and all combine and avoid [unclear: fighter] Sir Robert Stout had referred to that [unclear: let] as being evidence of a desire to act [unclear: in] underhand way against the Southland [unclear: Company] but the jury would see what the relation [unclear: was] between Mr Ward, the Southland [unclear: Company] and Nelson, at the time the letter was [unclear: written] Sir Robert Stout did not understand, [unclear: he] posed, the position of the parties when the [unclear: to] was written. In a telegram to Nelson [unclear: on] 15th August, Mr Reid said:—

Ask him for a copy of letter and his reply, [unclear: to] gest you hearing all he has to say, and then [unclear: to] time to consider. Do not think Southland [unclear: dist] tors would entertain his proposal, and we [unclear: must] loyal to the company. The offer I made [unclear: was] very good one.

Mr Nelson then said to Ward in the [unclear: letter] 19th August 1891 that was read with so [unclear: any] unction on the 'dear Jim,' and so on:—

Dear Jim,—I have your copy of Ward's [unclear: letter] but I have not yours referring to it; but I [unclear: was] well at once give you the result of my [unclear: re] view.

(1) I am satisfied he means to build; [unclear: the] machinery has left or is about to leave [unclear: England] (3) we must work with him; (4) I think a [unclear: Cabi] Minister a useful addition to the firm; (5)

unclear: I] Ward.

Mr Nelson was satisfied on these three [*unclear*: point] and if they were true, as they were, he was [*unclear*: of] right in saying they must work with him [*unclear*: Mr]. Ward had erected the works at that time, [*unclear*: o] they had not worked with him by [*unclear*: purcha] his stock, what would have become of the [*unclear*: t] of both Nelson and the Southland [*unclear*: Company] Having regard to the anticipated [*unclear*: market] shown by the letters of Mr Reid to London [*unclear*: was] of Mr Cuthbertson's own letter, it was quite [*unclear*: d] that Mr Nelson was justified in his [*unclear*: concl] though his surmise as to what would [*unclear*: happ] in 1893 proved incorrect. The letter [*unclear*: was] the kind that anyone would write upon [*unclear*: the] subject, it was logical, quite [*unclear*: seq] and writing to a friend it was [*unclear*: se] and true. It was not pleasant [*unclear*: when] became public that a man should have [*unclear*: write] [*unclear*: "] A Cabinet Minister will be a useful addition to [*unclear*: the] firm"; but that was what was running [*unclear*: in] his mind, and there was no reason why he [*unclear*: should] not say it to Mr Reid. What it [*unclear*: amounted] to was this: If we are going to carry [*unclear*: on] business in Southland and there is going to [*unclear*: be] a row, if we can by any possibility keep on [*unclear*: good] terms with a Cabinet Minister it will be [*unclear*: better] for us. Besides that, they would pro[*unclear*: bably] gather from some of the other corre[*unclear*: spondence] that it was a very natural observa[*unclear*: nce] Anyone opposed to the present Govern[*unclear*: ment] might have said so. It was a very [*unclear*: natural] thing. One would not suppose that a[*unclear*: cabinet] Minister on one's own side would do [*unclear*: anything] to help one, but a Cabinet [*unclear*: Minister] on the other side of politics [*unclear*: would] do all kinds of things, for as soon as a [*unclear*: on] became prominent in politics he was [*unclear*: pable] of any villianies or any virtues accord[*unclear*: ing] to whether he was regarded by a [*unclear*: supporter] or an opponent. Then it went on to say:

I think Ward a suggestion to take over Mataura [*unclear*: a] good thing for all concerned, but it must be in [*unclear*: conjunction] with Nelson Bros. (Limited), for our [*unclear*: own] safety and the good of the trade. I under[*unclear*: stand] that we are pledged to Bluff Company not [*unclear*: to] take any interest in freezing works in the [*unclear*: district] during the currency of our contract, so [*unclear*: That] we cannot join Ward without their consent. [*unclear*: Then] comes the question, will they give that [*unclear*: sent?] They will have to settle the question, [*unclear*: whether] it is better for them that Ward should [*unclear*: start] alone or in conjunction with us? I am quite [*unclear*: clear] it would be better for them if we were in it. [*unclear*: This] really the first point that must be settled, [*unclear*: I] we cannot move without it, and I should [*unclear*: strongly] advise them to consent. Taken as a [*unclear*: whole]. I agree with the sentiments contained in [*unclear*: Ward's] letter to you, so that I need say no more [*unclear*: to] you on that head. I have told Ward that my [*unclear*: feeling] is decidedly to work with him, but that I [*unclear*: shall] do nothing without the consent of the Bluff [*unclear*: Company.]

[*unclear*: And] nothing had been done without their [*unclear*: ent,]

[*unclear*: Sir] Robert Stout: What consent was ever [*unclear*: given]

[*unclear*: Mr.] Bell would repeat that nothing was ever [*unclear*: done] without their consent.

[*unclear*: I] Should add that one of my reasons for leaning [*unclear*: towards] Ward is that I cannot forget the slippery [*unclear*: nature] of the Bluff Company in the past; and, [*unclear*: although] they are supporting us loyally at the [*unclear*: sent] moment, there is no telling how soon the [*unclear*: change] may come. At present it suits them—by [*unclear*: -bye] perhaps it won't. I can enter further [*unclear*: into] details when the question is settled as to [*unclear*: whether] Bluff Company agree for us to go in with [*unclear*: Ward] or no, so set this ball rolling.

[*unclear*: Then], in the letter of the 24th of August 1891, [*unclear*: Mr]. Reid wrote to Nelson saying he noted that [*unclear*: Mr]. Nelson was anxious to work in with Mr [*unclear*: Ward] and, referring to the proposal to [*unclear*: give] him the Mataura Works and so [*unclear*: avoid] fighting, and added, "I do not [*unclear*: agree] with you that Ward has made up [*unclear*: his] mind to build." Then on the 1st Sep[*unclear*: tember] Mr Reid wrote to Nelson: "I have not so far been able to do anything. I fear unless Ward agrees to fall in with the proposal of the company nothing will be done." They would see that at that time there was not the slightest idea of the output question. The question was that there was going to be competition in freezing works which would be disastrous to all concerned, and the question was what could be done to prevent it. And Mr Reid stepped in and endeavoured to prevent it. Mr Nelson took a different view from Mr Reid. Mr Reid was convinced that Ward was not going to build; Mr Nelson was convinced that he would. Mr Nelson thought it was better to give Mr Ward Mataura. On the other hand, Mr Reid preferred the alternative of making Ward the shipping agent. Then Mr Ward wrote on the 4th September to Mr Nelson telling him that practically the whole thing was over. In this letter Mr Ward said:

I can't, however, do more than indicate, as I have all along done, my willingness to work with your people and the Tyser line. However, if an arrangement can't be come to, I must do the best I can elsewhere. This I can do, but I will still hold myself free for a reasonable time in the hope that we may be able to make an

arrangement mutually advantageous. As far as works are concerned they, however, go on now at the site I mentioned to you. Whether the Mataura people go on or not, I am satisfied that the site I have is the very best, one in many respects in Southland, and I am not the slightest afraid that even with the advantage of water at Mataura which the other concern will have that I cannot more than hold my own as far as economy of working is concerned. What they save in water I can more than make up in other ways.

Then Mr Reid, writing to London on the 7th September, says: "Ward stems determined to go on with the works at the Bluff. I am trying to bring about an arrangement which, if successful, will do away with the necessity for having so many works." Then there was the other letter about the Cabinet Minister—the letter of September 9:—

Dear Jim,—I am sorry we have not got the Cabinet Minister in our arms, but you can do no more, and I feel for you in your awkward position. I have just wired you no good coming to Napier. Ward writes me that he cannot work with the Southland Company, and shall go on by himself. He is willing to spend reasonable time in further negotiations. I have replied that, as he knows, I am in the hands of the parent company and can do nothing without their consent. Dobson goes up to Wellington in Tyser's interest, but I don't suppose will do much. My object in asking you to write shipping company asking them if they wanted meat was to directly identify them.

Then Mr Cuthbertson telegraphed to Mr Reid on the 14th September:—

Directors regret they cannot see their way to adopt the suggestions of your firm, which under existing circumstances they think would be fatal to the company's prospects.

That phase of the question was thus terminated by the failure of the negotiations. The directors of the Southland Company refused to give up Mataura, and Ward refused to stop going on. Mr Nelson was then convinced that the machinery had been ordered, as in fact it had, and was on its way. And then Mr Dobson, the agent of the Tyser line, wrote this letter to Mr Nelson on the 19th September 1891:

Dear Nelson,—Is it possible for you to say that you will buy from Mr Ward upon equal terms with Southland. Possibly when he gets underway he will want to sell his mutton to you. Send me an answer. I want to write him on Monday.

Mr Nelson answered that on the same day:

Dear Bob,—I do not think I would care to say just now that we would buy Ward's mutton on the same terms as the existing company's, though no doubt we shall buy from him on the best terms he can obtain.

As a matter of fact they bought on terms better for themselves than the terms they had with the Southland Company. That was the first reference to—the beginning of—the meat question, and the jury would see that it began by a letter from the agent of the Tyser line to Mr Nelson, asking whether he could say that he would buy Ward's mutton, and Mr Nelson wrote back saying that he did not care to say just now, &c. Then, on the 5th October, Mr Reid, writing to London, says:

I was quite unable to bring about any arrangement between the directors of the company and Mr Ward. The former would not give up the Mataura scheme and the latter would not entertain a proposal to freeze his sheep at the company's works. It remains to be seen what the result will be. Probably Mr Ward will go on with his works, and if he can get anyone to buy his meat competition will be keen; if not, he will probably be glad to sell out after working for a year or two.

Then there came a telegram from Mr Reid to Mr Ward of 3rd November 1891 saying: "If you have not ordered boilers, have two that would suit you. Reply Wellington Club." Now, respecting those boilers, it was suggested that Mr Ward had some advantage. As a matter of fact Mr Ward had some little cause of complaint in respect to this. Their history was this: There were a couple of old boilers belonging to Nelsons which they could not get rid of. They had been on hand for some time, having been imported for use on a hulk in Dunedin and not used. They were lying of no use; here was a chance to get rid of them, and accordingly Mr Reid telegraphed to Mr Ward.

Sir Robert Stout: Were they their own.

Mr Bell: They had been on their hands for some time, and they could not get rid of them. There had been attempts to sell them, but there was only an offer for one. Mr Ward was starting, and Mr Reid eventually got him to buy them, and sold them to him on a year's terms, writing respecting the sale that [unclear: o] could not sell them otherwise there [unclear: waa] no more loss in selling them in that [unclear: was] in keeping them. It was an ordinary [unclear: be] transaction. The boilers were for [unclear: sale] had been sold to the first person who [unclear: a] found to take them. On the 23rd January there was a letter signed by Reid and [unclear: add] to Ward which had been read and [unclear: refe] in scathing terms as evidence of a [unclear: de] guide Ward in the conduct of his [unclear: be] Would they believe it that this was [unclear: a] which was sent by Nelson Company [unclear: the] freezers of meat in the colony?

Sir R. Stout: It was not sent [unclear: to] circular.

Mr Bell said it had not been sent [unclear: to] Southland Company at all, because [unclear: they] under a

contract which did not [unclear: including]. This was what Nelson required [unclear: is] of grading, and the Southland Company contract which exempted them from [unclear: p] and which was very much in their [unclear: of] Prime sheep covered from 50lb to 75[unclear: lb,] some cases the Southland Company [unclear: fast] allowed to go as far as 80lb, though [unclear: she] that size of course were not prime [unclear: sheep] the 23rd of January the meat [unclear: arrays] began. On that day Mr Reid wrote to [unclear: Ne]

Dear Mr Nelson,—I had a long [unclear: yarn with] Ward this morning, and think we [unclear: should] make him an offer for the output of his [unclear: wo] if we don't get the sheep from Ward [unclear: we] them from the company, and it is just [unclear: a] keep him sweet. I think 2½d (f o.b.) [unclear: for] 65lb sheep would fix him for two years, [unclear: the] Southland Frozen Meat Company, [unclear: or,] would prefer it, I could probably make [unclear: a] for one year at 2 3/8d (f.o.b.). It seems [unclear: to] we cannot lose anything by making [unclear: the] and while Ward is sending [unclear: circal] round the country things are [unclear: bound] unsettled. Ward told me yesterday [unclear: to] present he was free to arrange, but he [unclear: was] be in the same position within the [unclear: n] weeks. Of course we can take this [unclear: state] what it is worth. But my own opinion [unclear: is] is very anxious now to make terms; [unclear: If] prices improve and he is not in a [unclear: position] a better price than the Southland [unclear: Company] tables will be turned, and we will be [unclear: out] both fides. Mr Ritchie told me in [unclear: our] that Ward told him that he had been [unclear: of] freight from Australia, but I fancy [unclear: this] necessitate giving the firm a [unclear: guarantee] quantity, which he could not possibly [unclear: be] have promised Ward to make him [unclear: an] Saturday next, so please telegraph the [unclear: be] can do on receipt of this.

They would see from this that Mr. [unclear: B] anxious to make arrangements, not [unclear: at] Ward's interest, but because he [unclear: fes] both he and the Southland Company [unclear: was] out of it if Ward was not fixed and [unclear: p] proved—and as a matter of fact [unclear: pr] short time did improve. On the 28[unclear: th] Nelson telegraphed to Reid to [unclear: m] arrangements proposed, and on [unclear: the] [unclear: January] Mr Reid wrote to Ward offering him [unclear: e] terms, and on the same day, writing con[unclear: Mentially], he said:

Referring to the offer for the output of your works, and the conversation I had with you some [unclear: w] days ago, you will of course understand [unclear: that] the event of accepting the offer all freight [unclear: rangements] will be made by Nelson Bros. (Limited), and you will be free of responsibility so far as that is concerned. I can also [unclear: eure] you the loading commission on all [unclear: t] supplied by you. I presume it is [unclear: not] intention to consign on growers' account; [unclear: eed] my experience is that very few care to [unclear: risk] London market, and prefer to accept the best [unclear: rice] going. Should you, however, wish to [unclear: con-n] doubt I could arrange for a further 5 per cent. on such shipments to be returned to you, [unclear: rt] of which you could return to shippers in the [unclear: dinary] way. As you are aware 10 per [unclear: cent.] is always charged, 5 per cent, of which is [unclear: turned], and no doubt you would receive the [unclear: ne] concessions as others. As far as general [unclear: rgo] is concerned, I regret that I am unable to-day to say exactly what return will be made to [unclear: u] but you have my assurance that you will be [unclear: cured] and placed on the very best footing [unclear: posble]. I need hardly ask you to treat all our [unclear: gotiations] as strictly confidential.

[unclear: Then] followed the letter of the 23rd February 1892, which he had already read at the commencement of his address. This was from Mr Reid to London, advising as to entering into the contract in relation to the frozen meat, and saying that if Ward "had been free at present, with mutton selling at 4¾d and lambs at 6¼d he would have paid growers higher prices than they would get from the company, and in all probability work at the Southland Frozen Meat Company's works would have been stopped. As the [unclear: batter] now stands we have secured the total [unclear: output] of Southland at a fair price, and need [unclear: t] trouble ourselves where the sheep are [unclear: xen]" That was the position they took, and [unclear: gre] entitled to take, as they understood. If they had not made that contract the Southland Company would have been out of it. The contract was made, and they had now to find [unclear: out] what date Mr Ward actually commenced. It would be seen that Mr Ward had sent out [unclear: cir-lars] in all directions, but he was not in active [unclear: perations] then, and the Southland Company [unclear: ere] still freezing; and it was idle for the Southland Company to claim that at the time the contract was made they suffered any immediate loss. The Southland Company were the only [unclear: eezing] company then subject to competition from Burnside, and Mr Ward could no longer [unclear: ay] at the extravagant prices which he could [unclear: therwise] have given, regard being had to the [unclear: rices] that were current in London. Mr Ward [unclear: ranted] the matter kept private, and Mr Reid [unclear: ranted] it not kept private. Mr Reid and Messrs Nelson Bros, never wanted any privacy—they were doing what they were entitled [unclear: to] and they wanted no secrecy. Mr Ward [unclear: tas] anxious at that time that he should not appear to be associated with the Nelson's—for the purpose that he might still be able to put himself forward as the benefactor of the human race in starting an opposition. Mr Reid wrote to Mr Ward on the 4th March that he found it impossible to keep their connection private; and Mr Ward

replied:

Re privacy of meat sale, I still think it is better both in the interests of Messrs Nelson Bros, and myself that no publicity be given to our relationship. It would for a certainty render the buying of sheep more difficult for me, and Nelson's opponents would feel that a large monopoly of Southland was in his hands. And this might create further opposition—at any rate, it would not do any good, and I do not see why either of us should satisfy the curiosity of inquisitive opponents. I fully recognise it is only a matter of time when others will know, and I do not think there is any need to hasten knowledge. The reason that was put was this: "On my (Mr Ward's) part I do not want it disclosed; on your (Nelson Bros') part your opponents will begin talking about the monopoly of Nelsons in Southland." But it was never suggested that there was the slightest necessity for secrecy in this matter, and secrecy was never kept. Now on the 12th March 1892 Mr Cuthbertson wrote to Mr Reid the first of some letters he (Mr Bell) wished to call special attention to:

You will doubtless remember that we arranged to supply you with somewhat over 10,000 sheep for the *Star of England* by the 7th inst. That steamer reached Bluff on the 10th, and we commenced loading her within an hour or so of her arrival. This morning when we had about 8000 on board Captain Todd stopped us loading, saying that he could not take any more from us, although the *Star* has room for 12,000, and we can, if necessary, supply that number. I have just wired you asking what the meaning of this is in the face of the above arrangement. Our agreement is that you are to supply us with freight as required, and we trust that you will kindly bear this in mind. As far back as the date of the *Indramayo* loading we intimated the amount of space required in the next *Star*, and on the 26th ult.; in answer to your own inquiry we wired you to the above effect. But this is not all. On the arrival of the *Star*, on being asked by Mr Gray how many sheep he wanted, Captain Todd replied that he did not know how many the *Star* required to fill her up, but he had received definite instructions that he was to take 6000 sheep from Mr Ward and from us whatever balance was required to fill up the steamer. I may as well say once for all that we must decline to be made a convenience of in this manner and be made subservient to Mr Ward's requirements. If the steamer could not take the number applied for by both Mr Ward and ourselves, it was clearly the proper course.

To do what?—

to make a proportionate division of the total available space, and to that we would have had no objection. But we must protest in the most emphatic manner against any preference being granted to Mr Ward as against ourselves. While at the same time we regret that any occasion should have arisen to force us to make such strong representations. But to return to the purport of our telegram, we wish to point out that while it may be perfectly true that 8000 is a fair proportion for us to get out of the total available space in the *Star of England*, yet we consider that we are justly entitled to as much space as we could fill, seeing that Mr Ward was unable to do so himself. The condition of the sheep that he presented for shipment, as well as those he had in his works, were such that the ship refused to take them, and under these circumstances we consider that we have been badly treated by being stopped loading at 8000 when the steamer was not nearly full. Finally, we are informed on the best authority that many of the sheep and lambs offered by Mr Ward for shipment (and of which some 900 were actually taken on board) were so soft as to be misshapen. Now, no amount of freezing will ever bring these sheep back into their proper shape.

It would be seen that what the company demanded from the Nelsons was a proportionate division of the available space, and they protested against a preference being given to Mr Ward as against themselves.

His Honor: What date is that?

Mr Bell: March 12, 1892.

Sir R. Stout: It is not from Cuthbertson to the Nelsons.

Mr Bell: It is written to Tyser's agent and to Nelsons' agent.

His Honor: There is nothing in that letter to lead one to infer that Mr Cuthbertson was aware of the Nelsons' purchase of the output. They only knew that Mr Ward was shipping.

Mr Bell: Possibly that may be so; possibly it may be taken as a letter written to Tyser's agent, but coupled with the other correspondence it is important.

Sir R. Stout: There is no suggestion in that letter that it was Nelsons' sheep. That came a good deal later.

Mr Bell said the next letter was on the 22nd March, and he had already read it as evidencing the necessity that existed in the interests of all parties that the output agreement should be entered into. Then came a letter of the 5th May 1892, part of which he read to Mr Cuthbertson in the witness box—it was a letter from Mr Cuthbertson to Nelson Bros. (Limited)—and he wished to read it again:—

We are in receipt of your favour of 3rd inst., and regret to find that you have given away all the meat space in the *Mamari* without reference to the requirements of this company. This is now the second time, within a couple of months or so, that our interests have been sacrificed to meet Mr Ward's convenience, and we must beg firmly and respectfully to protest against any advantage being withheld from ourselves that is granted to Mr Ward. We have never asked that you should favour us at Mr Ward's expense, nor do we desire it and we

consider that in insisting that we should be placed on the same footing as Mr Ward we are only asking what is fair and just, and further we think that on reference to our agreement with yourselves you will find it expressly mentioned that nothing is to be done by your firm that will injure our business think you, too, will see that it is very [unclear: import] now that we have to compete with Mr [unclear: Ward] you should protect the interests of this [unclear: c] in every way in your power without [unclear: doing] injustice to Mr Ward. And in this [unclear: com] we are forced to call your attention [unclear: special] the fact that while we are bound down [unclear: to] high standard of quality Mr Ward is [unclear: not,] is, he does not adhere to it. It is a [unclear: well-] fact that at the Ocean Beach works [unclear: there] as rejections—everything is frozen, [unclear: whether] or inferior, whether up to weight or [unclear: very] a below it. It is admitted that you [unclear: have] the output of Mr Ward's works as well as [unclear: all] own, and under our agreement he is not [unclear: e] to receive better terms than ourselves. [unclear: Our] sent contention is that the practical [unclear: effect] Ward freezing and shipping inferior [unclear: sheep] place him in a better position than [unclear: we] and we think that in common [unclear: fairness] entitled to ask that you should take [unclear: steps] that a uniform standard of quality is [unclear: applied] both.

Now, he (Mr Bell) would remind [unclear: them-] was no question about it—that was [unclear: a] ment, an admission, of the whole [unclear: position] defendants occupied. Mr Cuthbertson [unclear: saib] behalf of the company, "You [unclear: purchased] Ward's output. That is all right, but [unclear: you] not give him better terms; and we ask [unclear: you] see that the same standard of quality [unclear: is] to him as to us." Learned counsel [unclear: broke] to remind them of what there was [unclear: in] agreement. Mr Ward, as they [unclear: remember] got 2½d for first-class sheep—55lb [unclear: to] and a less price for sheep over and [unclear: under] weight. The other company got 2½d [unclear: for] sheep—prime sheep meaning from 50lb [unclear: to] and sometimes they were allowed [unclear: even] as 80lb; they got 2½d per lb for sheep [unclear: bet] 50lb and 55lb and between 55lb [unclear: and] whereas Mr Ward got less prices. [unclear: On] other hand, Mr Ward was [unclear: able.] said, to get sheep which were [unclear: not] Later on, when Mr Ward's terms [unclear: were] the company were again offered Mr [unclear: Ward] terms in an express letter, and later [unclear: on] were offered the same terms in [unclear: another] when Mr Ward's contract had been [unclear: md] and he had secured a remedy for [unclear: a] grievance he had suffered. Mr Ward [unclear: had] competing but he had been unable [unclear: to] at a profit; but when he was put [unclear: on] Messrs Nelson Bros, attempted to [unclear: call] terms they said to the other people, "[unclear: you] have Mr Ward's terms." The Southland [unclear: company] were offered a grading contract, [unclear: but] did not want to be graded—they [unclear: wanted] per lb with a wide range. Then, [unclear: when] Ward found he was not on equal [unclear: terms] with Southland Company, he came to [unclear: the] relying on a clause in his contract [unclear: entitling] to be put on the same terms; and he [unclear: got] were called concessions, but what he [unclear: was] entitled to—namely, an increase [unclear: in] because he was to be put in all other [unclear: respected] the same terms.

Sir R. Stout: All other respects than the [unclear: terms] in the contracts.

Mr Bell: Whatever Mr Ward was entitled [unclear: to] in the strict letter of the law he was [unclear: entitled] to that in honest dealing, and the Nelson [unclear: Company] did not come with any catch legal [unclear: interpretation] of the clause—they did not want [unclear: to] take advantage of such technicalities as the [unclear: southland] Company unfairly and unjustly, [unclear: with] the able assistance of his friend, were [unclear: endeavouring] to take. He might say at once [unclear: that] he had no doubt that the jury would [unclear: have] very forcible and brilliant attack upon his [unclear: ents] at the conclusion, and at that time both [unclear: himself] and his friend (Mr Hosking) would be [unclear: ent]

Sir R. Stout: You have no right to open to [unclear: the] jury in that way.

Mr Bell said his friend (Sir R. Stout) was [unclear: possibly] right in his legal interpretation, but [unclear: the] Nelson Bros, had endeavoured to act in [unclear: accordance] with an honest and common-sense [unclear: eaning] of the contract. He was only [unclear: projecting] his clients in warning them that if Sir [unclear: Robert] Stout was keeping in reserve all that [unclear: attack], of which there were so many muttered [unclear: hreats,] it would be impossible for him (Mr [unclear: ell]) to answer it. He did not know the [unclear: notive] of the violent attack Sir Robert was [unclear: going] to make, but probably he was going to [unclear: eserve] all the merits of the case for the [unclear: refence.] The Mamari, learned counsel [unclear: continued], was not a Tyser steamer, but was a [unclear: Shaw-Savill] steamer, and the arrangements in [unclear: connection] with it were not under the [unclear: control] Mr Dobson or Mr Reid. On the 9th May [unclear: Mr.] Reid, writing to Mr Cuthbertson in [unclear: answer] that, said:—

As you are probably aware, arrangements have [unclear: been] made with the Tyser Line (Limited) to [unclear: carry] output of your works, and we cannot hand [unclear: your] over to an outside steamer even if we wished [unclear: do] so Of course, if work was actually [unclear: delayed] your works being blocked, as in Mr Ward'[unclear: s] we would make the best arrangements possible. but so far I have never been advised [unclear: that] works will be full before Star of [unclear: Victoria]. I do not intend to go fully into the [unclear:

question] of our agreement with Mr Ward, but [*unclear: you*] my assurance that there is not a clause in it [*unclear: which*] gives that gentleman the slightest [*unclear: advantage*] over your company.

[*unclear: How*], as his Honor had clearly pointed out, [*unclear: there*] was no pretence that the company did not [*unclear: know*] of it. Mr Reid's right to make the [*unclear: agreement*] was never contested. But Mr Reid [*unclear: said*] there was no advantage to Mr Ward, and [*unclear: That*] was true:

You will no doubt remember that I asked you [*unclear: same*] months ago to adopt the grading system, [*unclear: but*] you have not displayed any great anxiety [*unclear: to*] our wishes in the matter; had you done so [*unclear: I*] could have arranged a price for sheep that [*unclear: were*] too light or heavy for *first quality*. I suppose [*unclear: it*] is to this class of sheep you refer when you say [*unclear: that*] anything is frozen at Ocean Beach works whether prime or inferior. Before closing this subject I can only say that if you prefer Mr Ward's contract to the one you are at present working under you can have it, but I trust that, even if the competition between you is keen, you will distinctly understand that rests entirely between Mr Ward and your directors.

Now Mr Reid said, "The contract gives Mr Reid no advantage, and you can have it." All that Mr Cuthbertson had to say was, "Let us have a look at it; we'll see if we like it." And probably it was after that that Mr Cuthbertson called on Mr Ward and saw it and did not like it. On May 18 Mr Reid wrote in answer to another complaint from Mr Cuthbertson. The latter wrote on May 13:—

We regret that you are not prepared to offer us the same facilities for shipment as are being granted to Mr Ward. We think that you will readily see that it is no affair of ours to which line our meat has been promised, and we still contend that in making arrangements for sending in the Mamari to Bluff you entirely overlooked this company and consulted only Mr Ward's convenience. Under the circumstances we consider we are fairly entitled to ask for payment of the meat.

—that was to say, that the Shaw-Savill Company's steamer should take equally their meat as well as Mr Ward's, and what foundation could there be for that other than what Mr Cuthbertson frankly stated on the 5th May—namely, that the seventh clause of the contract entitled them to certain rights. On the 18th May Mr Reid wrote:

You have not been delayed a single day by shortage of freight, and whenever you asked for a steamer arrangements have been made to send you one. I will at all times be glad to meet your wishes with regard to freight, and if proper notice be given you will be supplied, but I fear you are not trying your utmost to try and meet me in the same terms. Otherwise you would not have complained of the arrangements made for carriage of your meat this season. Then on the 23rd of May there was another letter from Mr Cuthbertson, to which learned counsel asked special attention, as it followed the same lines as the letter of the 5th of May:

The reason that we asked to be paid for 6000 odd carcasses waiting shipment when you sent the Mamari into the Bluff was very plain—namely, that for the second time within a month or two you had made shipping arrangements favouring Mr Ward at our expense. We don't ask any favours at Mr Ward's expense, and we have a right to expect to be treated with precisely as much consideration as you extend to him, and from our previous relations with your firm, which were of the most satisfactory nature, we more than regret being forced in self-defence to write in such a strain. We cannot allow the last clause in your letter under reply to pass unnoticed. It is not the arrangement for carrying our meat this season that we have complained of, but the fact that you have granted facilities to Mr Ward that you have denied to ourselves.

He wished to lay special emphasis on that, for it showed that it was not a shipping complaint, but that apparently what the company complained of was that some privileges were granted to Mr Ward which were not granted to them. Then came an important letter of the 6th of June from Mr Cuthbertson to the Nelson Bros.:

We have been informed on excellent authority that Mr J. G. Ward received a rebate or return commission on the freight of all meat frozen by him and shipped by the Tyser line steamers. If such is the case, as we believe it to be, we must ask to be placed on exactly the same footing as Mr Ward in this respect, We understand that you have purchased Mr Ward's output on the same terms as our own—namely, f.o.b. steamer in Bluff Harbour. As, therefore, the freight is payable by you and not by Mr Ward or ourselves we must apply to you to place us on the same footing as Mr Ward in this matter.

He (Mr Bell) did not know if his Honor had observed that the claim was founded only on the fact that the purchase of Mr Ward's output was on the same terms as theirs—f.o.b. That was a demand for 2½ per cent, based on the existence of the contract to buy Mr Ward's output, and based on the 7th clause of their contract that they should be placed in the same position. Mr Reid replied to that to Mr Cuthbertson:—

I am in receipt of your favour of the 6th inst., contents of which are noted. It is true that Mr Ward receives a small loading commission from the Tyser Line (Limited) on his meat shipments, but with this Messrs Nelson Bros. (Limited) have nothing whatever to do I am going to Napier in about 10 days, and will then represent your case to Mr Dobson, and advise you whether he can see his way to give your company the same concession. Wishing you will consider this satisfactory.

Sir R. Stout: Mr Reid says in another letter he would have to consult Nelson Bros.

Mr Hosking: Because it would have to come out of the Nelsons' pocket.

Mr Bell: Mr Cuthbertson, writing to Nelson Bros, on the 11th June, says:

I am duly favoured with yours of the 8th inst., informing me that it is a fact that Mr Ward receives a commission from Tyser on his meat shipments, but that with this your firm has nothing to do. I have to thank you for promising to see what can be done in this matter when Mr Reid goes to Napier shortly, and I need only say that this company will not be satisfied unless it is placed in as favourable a position as Mr Ward. I would also beg leave to point out that we have been definitely assured that Mr Ward has sold his output (f.o.b. Bluff) to your good selves at the same price and on the same terms as ourselves. Such being the case, the shipments are not his, as you put it, but yours—

His Honor would see how they founded their claim—

and it therefore follows that he receives commission from Tyser's on meat sold by him to you f.o.b. and shipped by ourselves, or, in other words, on your shipments.

Now, it would be seen that the Southland Company claimed the per cent., because they said the meat was sold to the [unclear: Nelsons] and, therefore, the shipments were [unclear: Nelson] and not Ward's, and, therefore, [unclear: they] entitled to the per cent., and [unclear: that] Nelsons should give it, and not Dobson.

His Honor: What date is that letter?

Mr Bell: The 11th June 1892. [unclear: From] time forward, through 1892 and 1893, [unclear: subject] one or two other letters which he [unclear: would] from the beginning to the end of the [unclear: deal] the company, that was the basis on [unclear: which] dealt. The company said: "The [unclear: shi] are not Ward's, but yours [unclear: (Nelsons')] therefore, you get the commission, [unclear: and] must give it to us; we claim it [unclear: not] Tysers, but from you, and you [unclear: must] it;" and yet, having so dealt [unclear: with] Nelsons throughout 18 or 19 [unclear: months,] said now that the Nelsons' contract was [unclear: a] breach, and they demanded heavy [unclear: damages] the breach of the contract and for [unclear: the] done. Then there was some [unclear: corresponded] with Mr Cuthbertson, which he (Mr [unclear: Bell] want to put in, but he was not going [unclear: to] the jury with it There was a letter [unclear: from] Reid to Mr Cuthbertson on the 16th [unclear: June]

As previously advised I will discuss the [unclear: q] of the 2½ per cent, loading commission [unclear: paid] Ward by the Tyser Line (Limited) [unclear: with] William Nelson.

The company were claiming from Mr [unclear: Nelson] if the commission were received by Mr [unclear: Nelson] and not by Mr Ward. Mr Reid [unclear: continued.]

I may say there is very little difference [unclear: in] contract with Mr Ward from that [unclear: made] your directors. I think the only variation [unclear: is] Mr Ward has agreed to weigh [unclear: each] separately, while you could not see [unclear: your] do so. The highest price we pay Mr [unclear: Ward] f.o.b. for prime sheep weighing 55lb [unclear: to] lower grades in proportion. I give this [unclear: intion] for your own private use only, for [unclear: I] to be able to tell your directors that you [unclear: fied] that Mr Ward is not getting [unclear: better] than the company you represent. [unclear: I] trust you will, as I request, treat [unclear: this] strictly private, and that you will not [unclear: again] notice of any reports circulated [unclear: contradiction] information herein contained.

Then on the 4th August Mr [unclear: Cuthbertson] wrote:

I shall of course submit to my [unclear: directors] offer to give us 2½ on the freight [unclear: provident] grade the meat as Mr Ward does.

—that was the offer to give the 2½ per [unclear: cent] to them provided they graded—

I shall feel obliged if you will [unclear: kindly] exactly the different prices and [unclear: classes] you arrange with Mr W. I [unclear: did] take a note of them yesterday, [unclear: and] I know the price for first-class [unclear: sleep] be 2½d and for lamb 3½d, yet I do not [unclear: r] the two intermediate prices, nor [unclear: the] shall also be glad if you will let me [unclear: know] Mr Ward has to wait till the bill [unclear: of] signed before he is paid for the whole [unclear: or] of a shipment. You will remember [unclear: my] to day that the treatment we have [unclear: received] [unclear: Nelson] Bros, during the last six months or so was [unclear: very] different from what had been previously [unclear: ccorded] to us, and you deprecated such an idea. [unclear: But] in order to show you that it has a solid [unclear: foundation] in fact, and that we have not received [unclear: from] you anything like the same consideration [unclear: that] our rival has—

[unclear: Mr.] Cuthbertson reported that old grievance [unclear: about] the Star of England, and then said—

We find that in addition to his contract [unclear: price] meat Mr Ward gets a commission on the [unclear: freight.] You simply decline to give us a similar [unclear: cession.] It is beside the question to say that [unclear: this commission] is given by Tyser and that Nelson [unclear: has] nothing to do with it. No judge or jury [unclear: would] ever draw such a distinction. The [unclear: concession] cannot be separated from the contract, the [unclear: commission] forms an integral part of the price [unclear: received] by Mr Ward for his

mutton, and was [unclear: given] him, admittedly, as an inducement to get [unclear: him] to sell his output to Nelson. There is no [unclear: getting] away from that fact. And the position I [unclear: take] up in this matter is checked by two things: [unclear: (1)] That while the offer made to Mr Ward by the [unclear: Tyser] Company in common with the N.Z. and [unclear: S.S] Companies was that he should receive a [unclear: commission] on all his shipments, and not on other [unclear: people's] shipments, yet the Tyser Company are [unclear: actually] giving Ward a commission on shipments [unclear: made] by another firm—viz., a firm who purchase [unclear: his] output of meat. In all fairness and justice, [unclear: Mr.] Ward has no claim on Tyser for a commission [unclear: on] any shipment but his own; and yet Tyser (as [unclear: you] put it) voluntarily gives him a commission [unclear: to] which he has no claim whatever under [unclear: their] original offer. Then when this company [unclear: asks] merely to be put on the same footing as Mr [unclear: Ward] they are refused. (2) That the foregoing [unclear: negotiations] were carried on by the same [unclear: individual] which is equal to saying that in this [unclear: matter] Nelson and Tyser are one entity. I feel [unclear: that] we have many good grounds for complaining [unclear: that] we have during the last six months been [unclear: repeatedly] refused when we have asked for the [unclear: same] treatment as has been given to Mr Ward; [unclear: and] it is absolutely certain that a continued [unclear: real] on your part to place us on an equality [unclear: with] opponent will lead to serious results. I have [unclear: erto] done all in my power to make things [unclear: to] smoothly in connection with the contract, [unclear: because] I thought you treated us well, and [unclear: that] might have been sometimes treated better [unclear: by] us; but in the matters referred to I cannot any [unclear: ger] take your part, as I have done many a [unclear: time] before. I trust that you will yet manage [unclear: this] matter of the 2½, as I feel certain that the [unclear: directors] will not agree to any alteration of our [unclear: present] standard.

There was a point yet to be determined, [unclear: which] had not yet been put, and that was, what [unclear: would] have happened if the negotiations had [unclear: ulted] in the Southland Company getting the [unclear: 2½ per] cent.? They were offered the 2½d per [unclear: cent.] if they accepted the grading.

Sir R. Stout: Surely that is not the [unclear: connundrum] we have to settle.

Mr. Bell said there was still another form in which the matter could be put to his Honor at the close of the case: he had still to ask his [unclear: Honor] for a direction upon the evidence. Then [unclear: came] this letter from Mr Reid to Mr [unclear: Cuthbertson] the 10th August:

Referring to the conversation I had with you last week, I now put in writing the offer then made, which, if accepted, will take the place of the present agreement, as far as the modifications contained herein go: 1. That all sheep shall be weighed separately, and the weight of each carcass marked on the ticket attached. 2. That 6 per cent, shall be deducted from that weight for shrinkage.

That was the offer of the grading contract for sheep—an offer which was formally repeated then. The last paragraph was important.

I will also agree to pay 2½ per cent, on net amount of freight on above meat. Terms cash on exchange for bill of lading; but should your works become blocked with meat at any time and we are unable to provide freight, arrangements can be made to pay for meat in the works on production of store warrant.

The new terms were that if the Southland Company accepted the grading they would get the per cent, commission in order to make the thing perfectly level, and Nelson Bros, would, instead of paying with the bills of lading, pay, if the works were blocked, on the production of the store warrant, and that would relieve the company of the previous complaint that while they had meat ready for shipment they were not allowed to get it away. Then what happened? There were three letters of the 15th August, which were all of the utmost importance to his clients. The first was a letter from Mr Cuthbertson to Nelson Bros. (Limited):

Your favour of 10th inst. was submitted to my directors at their last meeting, and while I was instructed to inform you that they are unable at present to agree to your request to adopt the new system of grading and taring, owing to the expense connected with the necessary alterations to our building and the consent of our guarantors being necessary to the new system of tare, I am also to state that my directors consider the 2½ per cent, commission on freight granted to Mr Ward is an infringement of their agreement with you, and formally ask you to grant them the same consideration.

So that the Southland Company were still insisting on the same position—they were refusing the grading contract and they were reiterating their demand for the per cent. Mr Cuthbertson was directed by the board of directors to make that demand, and there was a minute to that effect. The other letter of the 15th August was also a letter from Mr Cuthbertson to Nelson Bros., and that letter was a letter demanding that the Nelsons should exercise as against Ward certain powers which it was assumed they had under the contract with Ward. Mr Cuthbertson said:

We are advised that Mr Ward recently offered to freeze sheep for one of our clients, and allow him to dispose of them either in the colony or elsewhere as he chose. We are also advised that he has not only offered but has actually frozen beef for one of our clients on the distinct understanding that the latter is to be permitted

to dispose of it anywhere he thinks fit. We shall be glad to know if Mr Ward's contract with you permits him to do so, and if not we have to request that you will take such steps as may be necessary to put a stop to the practice.

The jury would observe that on the 15th August there were two formal demands—one for per cent, on the basis of the position that Mr Ward had sold his whole output to Nelson Brothers; and the second a demand by the secretary by direction of the board upon the Nelsons', assuming the existence of a contract between the Nelsons' and Ward, and requiring the Nelsons' to stop a practice by Ward. Then on the same date there was a private letter from Mr Cuthbertson to Mr Reid:

Surely it must be obvious that we do not complain of the shipping arrangements made for us in themselves. What we do complain of is that better arrangements were made for Mr Ward, and when we asked for similar consideration or an equivalent commission both were refused to us. Had not Mr Ward received considerations that were not accorded to us in the way of getting his meat away, and getting paid for it, we should have had no cause for complaint. As it is we certainly have cause to say that we have not been put on the same footing

When he said that from first to last it had never been pretended that there was any complaint by the company against the Nelsons founded upon the making of the output agreement there was some question raised about it, but it was now absolutely borne out that the company never complained that the output agreement was a breach of the eighth clause, and as Mr Cuthbertson put it here, "We never complained of the shipping arrangements in themselves; we admitted you did the best; our complaint is that you did better for Mr Ward; that is what we complain of; and had not Mr Ward received considerations that were not accorded to us in the way of getting his meat away and getting paid for it, we should have had no cause of complaint." Now, that letter was written on the same day—and at the same time no doubt—as the two official letters written by Mr Cuthbertson, each of which recognised the existence of the contract for the purchase of Ward's output, and each of which vested a solid claim as against the Nelsons upon that assumption. As he (Mr Bell) had already said, he would be able to show that instead of Mr Ward getting the advantage the Southland Company had got the advantage from start to finish. Mr Ward complained, but in regard to that learned counsel would not trouble the jury by reading the letters. There was a letter of the 7th August by Mr Fisher, Mr Ward's principal man, complaining bitterly that he could not compete with the Southland Company because he was not put on the same terms as to prices. He said he could fight them on equal terms, but he was not on the same equality with them in the matter of price. And that was a fact, for Mr Ward only got 2½d per lb for sheep between 55lb and 65lb, whereas the other company got 2½d for sheep between [unclear: 50lb,] 75lb; they were able to buy first-[unclear: class] against him, and, though he was [unclear: cing] to buy, and intended to go on, he [unclear: a] to the Nelson Bros, to put him on [unclear: fair] with the Southland Company, and that [unclear: was] Some concession was made to Mr Ward [unclear: pu] to the provision in the contract, and [unclear: the] Bros, were to hold the balance [unclear: between] parties, and not join either one or [unclear: the] In answer to the letter of August 15, [unclear: cl] commission, Mr Reid wrote [unclear: formally] secretary of the company:

I am in receipt of your favour of 15[unclear: th] have previously advised you that the 2½ per [unclear: cent.] loading commission on freight to which [unclear: you] is a matter between the Tyser line and [unclear: Mr.] and Messrs Nelson (Limited) have [unclear: nothing] with it.

And then he added in a postscript:

The Nelson Bros, get the total [unclear: output] Ward's works as explained privately to [unclear: Mr] bertson.

Sir Robert Stout had put it that [unclear: that] first statement by Mr Reid to the [unclear: sec] regarding the contract, but that was [unclear: absu] was written on the 19th August in [unclear: ans] two letters of the 15th which founded [unclear: a] on that assumption, and in the letter [unclear: of] there was the same suggestion that [unclear: Ne] Bros, had bought the output. His [unclear: le] friend Mr Hosking suggested to [unclear: him-] was confident that the suggestion was [unclear: con] that the postscript was in answer [unclear: to] inquiry of the 15th August whether [unclear: Mr.] was at liberty to freeze for outside [unclear: per] To that the answer is, "No; Mr [unclear: Ward] freeze sheep to be sold elsewhere, nor [unclear: ca] a sell as he thinks fit." Mr Ward [unclear: was] treat with others, but was to give [unclear: the] output of every kind, including [unclear: clients'] Throughout this correspondence, [unclear: which] up to December 31, 1892, there is [unclear: never] complaint. Ward's meat is being [unclear: po] passed into Nelsons' ships f.o.b.—[unclear: into] same ships as the Southland Company; [unclear: s] There is no suggestion of complaint [unclear: til] months—no, nor till two months-ago, [unclear: be] when this action was launched nobody [unclear: then] there was a basis for this claim. I [unclear: was] read a letter of 19th August. There [unclear: has] a suggestion that Ward was allowed to [unclear: fa] inferior sheep to the detriment of the [unclear: Southland] Company, but it was their [unclear: brands] damned and it was Ward who got [unclear: the] The Southland Company had [unclear: previously] careful, but ceased to be careful in 1892-95.

Sir Robert Stout protested against [unclear: this] going to the jury.

Mr Bell read the letter of August [unclear: 19,] Reid to Ward:

I don't think, taking all things into [unclear: tion,] there is much, if any, difference [unclear: between] you, and you are both getting a [unclear: splendid] your meat. I have no control over the [unclear: southland.]

Company as far as their charges are concerned, and if the directors like to give away [unclear: 2]d by increasing the price to producers I cannot object. I quite understand how difficult it is for you to purchase sheep just now and make your freezing charges out of them at contract price; but this is all the result of unhealthy competition in Christchurch, and I venture to hope that things will shortly settle down to their proper level. You will, I am sure, admit that at present London prices there is less in the business for Nelson Bros. than for you. The growers get all the cream.

I want you to remember that although it is attempted to say that the competition with Ward was the only thing which made prices high, yet, as Mr Reid points out, unhealthy competition in Canterbury was raising the prices in Southland. It was the fever in Christchurch which raised the prices. Meat went up abnormally by reason of the competition by people who knew nothing of the business and "the growers got the cream." But when the Southland Company says that the competition between Ward and the Southland Company created the losses of the Southland Company, there is a perfectly genuine piece of evidence in this letter. In the letter of 20th August to Nelson Reid refers to the same point as in his letter to Ward. Both of these letters refer to the absurd state of things, the fevered state of things in Christchurch; the price of stock put up all over the country. There is a letter on August 1892, in which Mr Nelson says:

I feel it will be to our interest to keep Ward alongside of them (the Southland Company), which he is not unless their sheep are all first-class weights. I want to give Ward no advantage, but he should be as nearly equal as we can make him, and would rather give him an extra [unclear: 1]d than let him go to the wall. Of course, I would rather not do this (though if we did it would be cheaper mutton than we have been getting from Christchurch), but Cuthbertson's letter, which you sent me, makes it clear Ward will be a more comfortable man to deal with in future.

Ward was receiving 2½d per lb for sheep of 55lb to 65lb, whereas the Southland Company received 2½d for sheep of 50lb to 75lb. So that he was not being kept alongside them in his grading under the contract. Nelson says:—

"I want to give Ward no advantage." "I would rather give him [unclear: 7]d on second-class than let him go to the wall." That would bring him to 2½d for prime instead of for first class. At the end of 1892 it became necessary for Nelsons to choose between the Southland Company and Ward. It was obvious that it would be with the greatest difficulty they could get a contract from both. Both were complaining, though Ward was disposed to make the best of it. It was only natural that any person at a distance reading the correspondence would think Ward would be a more comfortable person, &c., but in September Ward complained that he had not been put on level terms. On 3rd September Reid wrote to Nelson:—

I had a long yarn with Ward on his way south, and as you say he seems much exercised over the meat business. . . . I have thought over the business in every possible way, and have come to the conclusion that the only way to carry on the business successfully is to give Ward an all-round price of 2½d f.o.b. for all prime sheep.

That would bring him level with the Southland Company. The meaning of that is "they were good sheep, though too light. Anything under 55lb is not first class, anything under 50lb is too light, but if you don't freeze lots including light weights somebody else will." The grower has a certain proportion of first class, heavy, and light, and of course gives the preference to the buyer who will take the lot. Freezers may run up to 90lb and be as low as 45lb A large grower has sheep running 55lb to 80lb, another's run 45lb to 55lb. A man wanting to buy only first class will have a bad chance against a freezing company who would buy all kinds. Nelson wanted only first class, but it would not do to follow that course too persistently, or else another would get the market for all classes. Now you are aware that in 1893 the agreement was made which his Honor has held to be in equity a breach of agreement. We accept that position. The contract made at the end of 1893 to buy in 1894 was to take effect on the 1st January. No man agreeing to stay out of business for a term would by his agreement be debarred from making preparations to resume business at the end of the term. The jury had been told that Nelson Bros, most improperly injured the company by doing what they did. What they did in respect to this purchase was technically a breach of contract, and had been so ruled, but no damage was suffered by the Southland Company, nor did his clients act in any improper way in purchasing. They simply acted upon their construction of a business agreement, and blundered into entering into a binding contract. If they had said, "You keep that offer open to us till January 1," the ruling would have been in their favour instead of in favour of his learned friend.

Sir Robert Stout said the jury had nothing whatever to do in a case of damages for breach of agreement of contract with the honesty of the men who broke the agreement, nor with motive.

His Honor: That is so.

Mr Bell observed that the jury might have inferred from Sir Robert Stout's address that they had something to do with it.

Sir Robert Stout said his address was on different ground altogether.

Mr Bell proceeded to say that if his clients had committed a breach of contract it was a mere technical breach, that no damage followed from it, and that they did not break the spirit of the agreement. He also read the following extract from the minutes of a meeting of the directors of the Southland Frozen Meat Company, held on the 26th April 1895:—

Manager explained the reasons which led him to believe that Nelson Bros, had been connected with the Ocean Beach Works since 1891, and suggested that an action should be brought against them for damages on account of breach of contract. Draft letter to Bank of New Zealand submitted for approval. Resolved—"That the draft letter as amended be sent to the Bank of New Zealand, and that prior to doing so Mr Hall be instructed to engage Sir Robert Stout as counsel for the company . . . and that the amount of costs to be incurred at the outset not to exceed £100. That a writ be issued against Nelson Bros, for £30,000 damages, whether the bank consents or otherwise."

He stated that on April 22, 1895 the Bank of New Zealand wrote to the Southland Frozen Meat Company as follows:—

The Bank of New Zealand, as mortgagee under the several securities shortly specified in the schedule hereto, does, by this notice in writing signed by its manager at Invercargill, hereby demand that you will pay or cause to be paid to it or its manager or one of its cashiers in Invercargill aforesaid the sum of £22,141 7s 5d, being the amount of all moneys which according to its books appear to be this day due, owing, or payable by you to it under its said securities, together with such further sum as shall be the amount of interest on the said sum of £22,141 7s 5d at the rate of £8 per centum per annum, being the current rate for the time being by it to its customers in Invercargill on overdrawn accounts, computed from the date hereof until the actual date of the payment thereof, together with all costs and expenses as provided by the said securities: And hereby gives you notice that in case you make default in payment of the said principal and interest moneys it will proceed to exercise the powers of taking possession and sale of the mortgaged properties pursuant to the terms of the said securities.

Then on April 26, 1895 Mr Cuninghame Smith wrote the following reply to this letter from the bank:—

I have received, through Messrs T. M. Macdonald and Son, your demand dated 22nd inst. for payment of £22,141 7s 5d, due by the company to the bank, which I laid before my directors at their meeting to-day. The directors will use every exertion to find the money required within the time specified in the mortgage—viz., three months from date of notice—and they ask for the co-operation of the bank in the following matter:—

On June 26, 1891, this company contracted with Messrs Nelson Bros. (Limited) to sell them the whole of the output from their works for three years from 1st January 1891 to 31st December 1893. One of the conditions of this contract was embodied in clause 8: "That Nelson Bros. (Limited) shall not, during the term of three years, erect, or assist, or be in any way interested or concerned in the erection or use of freezing works, on land or water, at the Bluff, or within the limits of the Southland or Wallace Counties, without making special arrangements with the company: nor do anything of the like nature which may in any way interfere with or restrict the output, business, trade, or [unclear: p] the company."

The Ocean Beach Works were erected [unclear: in] during the currency of the contract, and [unclear: w] strong evidence to show that Messrs [unclear: Nelson] (Limited), during the years 1891, 1892, were largely interested in these works. [unclear: P] the erection of these works this [unclear: company] a prospering state, paying regular [unclear: dividends] shareholders. Since, and owing to their [unclear: ere] they have lost £30,000.

The directors, having taken legal [unclear: advice,] passed a resolution to the effect that a writ, [unclear: ing] £30,000 damages for breach of [unclear: contract,] once issued against Nelson Bros. ([unclear: Limited,]) they ask the co-operation of the bank as [unclear: mort] which they confidently expect to [unclear: obtain.] evident that if the company should [unclear: sa] in obtaining adequate compensation [unclear: for] loss caused by Nelson Bros.' [unclear: action] above, they would be in a better [unclear: tion] to meet their liabilities, [unclear: which] been caused by Nelson Bros.' [unclear: breach] contract. Our solicitors are of opinion [unclear: that,] the evidence in hand, a strong case for [unclear: dan] could be made out.

He went on to say that he was going [unclear: to] in the interrogatories administered, for the [unclear: pose] of showing what kind of fraud [unclear: and] honesty was alleged against his clients. [unclear: I] were the interrogatories:

- Did any communications pass [unclear: between] Hon. Joseph George Ward and the [unclear: defended] any of their servants or officers in [unclear: connection] the Ocean Beach Freezing Works either [unclear: befo] erection of the said works, or during the [unclear: coerection,] or after they were erected? If [unclear: so,] the nature of all such communications. [unclear: and,] same are contained in letters, state

the [unclear: date] all such letters and the persons by [unclear: whom] whom the same were written respectively.;

- Did the defendants order or [unclear: cause] ordered in England or elsewhere all or [unclear: any] the machinery used in the said Ocean Beach [unclear: ing] Works? If so, what were the [unclear: circums] under which the same were ordered? If [unclear: the] was ordered on behalf of the said [unclear: Joseph] Ward, did he ever pay the [unclear: defendants] same?
- Did the defendants remit to the [unclear: said] George Ward, or to any bank or person [unclear: for] ment to him, any sum or sums of [unclear: money] shortly before the said Ocean Beach [unclear: Fr] Works were erected, or during the course [unclear: of] erection, or shortly after their [unclear: erection?] state the amounts of any sums of [unclear: money] the dates on which the same were [unclear: respec] remitted.
- Did the defendants, either [unclear: directly] directly, pay or contribute any sum [unclear: or] money towards the cost of erecting [unclear: the] Ocean Beach Freezing Works, or towards [unclear: ment] of the purchase money of the land [unclear: or] the same were erected?
- Did the defendants or any of [unclear: their] with their knowledge and consent, [unclear: guarat] repayment to the Colonial Bank of [unclear: New] of any moneys advanced or to be [unclear: advanced] said Joseph George Ward in connection [unclear: with] erection of the said Ocean Beach [unclear: Fre] Works?
- Have any moneys been paid to the said bank by the defendants or any of their officers on account of any such guarantee?
- Is any sum of money now owing from the defendants or any of their officers to the said bank on account of any such guarantee?
- Did the defendants either directly or indirectly pay or contribute any sum or sums of money towards the expense of carrying on the said Ocean Beach Freezing Works before the 31st day of December 1893?
- Did the defendants employ or pay any of the Servants employed in or about the said works before the said 31st December 1893?
- Did the defendants ever agree to purchase the said Ocean Beach Freezing Works or any interest therein from the said Joseph G. Ward or any other person? If so, state the date and terms of the said agreement, and whether the same was ever carried out.
- Was any agreement or agreements ever made between the defendants and the said Joseph G. Ward in relation to the said Ocean Beach Freezing Works other than that set out in the statement of defence? If so, state fully the terms of any such agreement or agreements?
- Did the said Joseph G. Ward ever hold, and, if so, what number of shares in the Ocean Beach Refrigerating Company (Limited) as a trustee for the defendants?
- Does he now hold any, and, if so, what number of such shares as such trustee as aforesaid?
- Was any agreement or agreements ever made between the defendants and the said Joseph George Ward in relation to any shares in the said Ocean Beach Refrigerating Company (Limited)? If so, state fully the terms of any such agreement or agreements.
- Was any agreement or agreements ever made between the defendants and the said Ocean Beach Refrigerating Company (Limited) in relation to the said Ocean Beach Freezing Works? If so, state fully the terms of any such agreement or agreements.
- Is it true, as stilled by Mr W. S. Davidson, one of the directors of the defendants, at the ordinary general meeting of shareholders of the defendants, held on the 5th February 1895, that the defendants had then lately acquired a large Interest in the said Ocean Beach Freezing Works, and that this had tended to swell the item of investments in the balance sheet? If so, state when and under what circumstances the large interest acquired in the said works was so acquired.

Note.—The whole of the above interrogatories are to be answered by William Nelson, the general manager in New Zealand of the defendants.

Mr Cuninghame Smith seemed to be a very suspicious gentleman, and he came to the conclusion that the Southland Company were dealing with a pack of rogues, and so this £100 was used voted for these interrogatories. A mare's nest had, however, been discovered. No such investment as they expected was ever made. The investment they were most curious about was an investment in their own meat company's works, whereas they thought that Nelson Bros, had bought shares in the Ocean Beach Works. Unfortunately for his clients the £100 had been expended and something had to be got for the £100, perhaps something more, and so the action was pursued upon a technical ground which had not entered into anybody else's mind until it came before the jury, when it turned out that there was a technical ground. He hoped, however, the jury would not forget that the damage was caused by the output agreement.

Sir Robert Stout: You cannot say that.

Mr Bell did say that, and he intended to prove it. It never was pretended that there was any complaint, but they had it from Mr Cuthbertson that there was some kind of a growl shortly after the output agreement was made. The fact that the directors did growl at one time was a strong point in his clients' favour, as showing that they had the matter before them and came to a deliberate conclusion and determination with regard to the output agreement. Having shown the history of this matter from the beginning to the end, and having endeavoured to show that his clients were honestly trying to carry out their contract on every side he had performed his task.

Evidence was then called.

James B. Reid, representative for Nelson Bros, in the South Island, deposed: The Mutual Agency Company is agent for the Tyser Company in Dunedin at the present time. In 1891 I was the agent, and Mr Carswell was agent in Invercargill. Mr Dobson was the colonial representative of the Tyser line in New Zealand. He was never agent for Nelson Bros. He might have done some work for them by special request. He was representative of the Northern Investment Company in New Zealand, and his duties in that capacity and as representative of the Tyser line occupied his time pretty fully. Mr Dobson lived at Napier, and Nelson Bros' (Limited) place of business is about 12 miles from Napier. In 1891 the commissions for the Tyser line were divided between Mr Carswell and myself; they did not go to Nelson Bros. The commission which I divided with Mr Carswell Nelson Bros, had nothing to do with. Later on at my suggestion Mr Ward was appointed joint agent with Mr Carswell at Invercargill. I discussed the matter with Mr Dobson in connection with other business—that was, the wool business. The per cent, commission was then lost by me and went to Mr Ward. That was about the time Mr Ward's freezing works were started. Nelson Bros, did not make it up to me in any way. It was a mistake to suggest that it in any way came from the Nelsons. I got it from the Tyser Company, not from Nelsons, and it went from the Tyser Company to Mr Ward. I remember the contract which existed with the plaintiff company. That in the ordinary course would have expired in 1891. We were paying 2[unclear: 1]d, and entered into a new contract for three years at 2½d, gaining an extended contract. Early in 1891 we considered it an advantage to get a three-years' contract in lieu of the one-year's contract, and we paid [unclear: 1]d per lb for that. We had then also their sale output. I made the arrangements which resulted in the contract dated the 29th of June 1891. There was a good deal of negotiating before the contract was signed. At the time it was signed I do not think we had any control over the Maitua water power. It was about the time of the scare concerning opposition at Maitua that we secured the water power rights there. When we acquired these rights we immediately offered them to the Southland Company, without any advantage to ourselves. After Mr Ward's resignation of his position as a director of the Southland Company and his threatened opposition I never took any action inconsistent with my letters. I never invested any money in Mr Ward's works, nor did Nelson Bros, prior to January 1894. The whole of the negotiations, except an interview or two, is shown in the correspondence read. Under the agreement set out we purchased Ward's output for two years. It was thought that would be an advantage. There was a prospect of charges being reduced somewhat, and it was thought better to have a purchase for a long period than a short one. The meat market was very good at Home in February 1891 It was decided in the interests of the Southland Company that we should make that firm contract with Ward. At that time both lamb and mutton was high in London, and Ward could have sold his sheep by cable at higher prices than our contract prices. No objection was ever made to me to our entering into an output agreement with Mr Ward. Quite the contrary. I had several interviews with Mr Cuthbertson, but I cannot give dates of them. It was generally known before the 15th of May by those interested in freezing that we had purchased Mr Ward's output. Mr Ward put the meat on board the steamer—we bought f.o.b. Nelson Bros, had the contract to supply the Tyser line with cargo, and the cargo was supplied by Nelson Bros. I was on good terms with Mr Cuthbertson, and remain on good terms with him. From May 1892, and thereafter throughout 1893, we were openly buying Ward's output. There was never any complaint or suggestion of complaint by any person on behalf of the Southland Company of our buying Ward's output. I have compared the prices under the contract with the Southland Company and the prices paid under the contract with Mr Ward. It is not true to say that Ward was favoured in the contract made with him as compared with the contract made with the Southland Company. The contracts were of different kinds. Ward's contract (the original contract) was for graded. We arranged with him for 55lb to 65lb sheep—that is the very pick of the sheep,—the most most valuable weights, and when you take out of a small range of weights you get [unclear: a] small percentage of a mob of sheep. [unclear: With] company we simply had a prime [unclear: qua] arrangement—all weights from 50lb to [unclear: 80lb] we treated as prime, and paid for [unclear: at] all round; whereas Ward only got [unclear: 2½d] to 65lb, and a reduced price [unclear: under] That is the original contract, and [unclear: compa] the company's contract with the [unclear: original] tract, that appears from the price paid [unclear: to] Ward as well as from my own [unclear: judgment] often saw the sheep. A modification [unclear: was] in the contract with Ward. On 29th [unclear: September] I wrote to him:—

We have not yet written to you [unclear: confr] your arrangements made in connection [unclear: with]

contract with us for the output of [unclear: the] Beach Freezing Works. They are as [unclear: follsw] The price of all prime, first-class sheep [unclear: wei] from 50lb to 75lb net weight, to be 2½d [unclear: per] f.o.b.; prime carcasses up to 80lb net to [unclear: be] up to 5 per cent, of shipment at the [unclear: same] All sheep under 30lb and from 75lb to 80[unclear: lb] the 5 per cent, already mentioned, to be [unclear: pai] at 2d per lb f.o.b. In reply to your [unclear: f] received on the——instant, proposing [unclear: an] ments to these arrangements, we have to [unclear: i] you that the matters contained [unclear: therein] receiving careful consideration, and as [unclear: soon] have determined what course should be [unclear: foll] we will write you further. In the [unclear: meanti] will be better to abide by the new [unclear: arrangement] as they stand, so please invoice the Star [unclear: of] land shipment in accordance [unclear: therewith,] oblige.

Those terms were equal to the Southland [unclear: Company's] contract, or, if anything, in [unclear: favo] the Southland Company. We were [unclear: comp] to take aged ewes from the Southland [unclear: Compe] but not from Ward. I am able to say [unclear: tively,] as the maker of the [unclear: contract] as an expert, that the Southland [unclear: Comp] had much the best of it at first [unclear: and] September 1892—thereafter, much [unclear: the] We were then only compelled to [unclear: take] per cent, of the heavy weights, whereas [unclear: with] Southland Company we had to take [unclear: then] With regard to the matter of providing [unclear: cient] shipping, we had no control [unclear: over] Marmari, but we arranged for her to go [unclear: to] Bluff to load. The Southland [unclear: Company] plained that their works were blocked, [unclear: but] the works in this island were blocked [unclear: in] summer months of 1892. There was a [unclear: glnt] freezing and a deficiency of [unclear: shipping] Timaru we were blocked for a long [unclear: time,] had an arrangement with Mr Ward [unclear: to] his works clear. With the Southland [unclear: Company] we had an agreement to [unclear: provide] steamer every six weeks, and we [unclear: proti] steamers in accordance with our [unclear: cont] At times we were short of steamers [unclear: but] always endeavoured to provide. In [unclear: Napier] held back a lot of sheep to give space [unclear: to] Bluff—we kept them back and gave the [unclear: Southland] Company and Mr Ward more [unclear: space] is a fact that we sent a store man to [unclear: Wi] works. We sent a man who was recommended by Mr Cuninghame Smith. We were asked to send a man because I complained that they had not a thoroughly qualified man to attend to the temperatures. Referring to our advising Mr. Ward *re* grading, we wanted to bring about a uniform system (Mr Nelson's system) of grading and bar branding, and we advised all the freezing companies, not Mr Ward specially, we always wanted grading done. It is a great advantage to the buyer, I know Mr Price, the dealer. He wanted from us a five years' contract such as we gave to Mr Bell, but five years were only made with growers. We didn't make a five years' contract with him. I believe Mr Ward did, but we had nothing to do with it. I know that Mr Ward bought sheep outside the Southland district as far as Milton and froze them at his works. Before the year 1893 those sheep went to Burnside. Ward bought a great many sheep north of Clinton which had previously gone to Burnside, so any increase to the output of Southland would be due to that as well as to other causes. He bought Hill End sheep, 14,000 or 15,000. I don't think the Southland Company bought out of their own district. I had a general knowledge of Mr Ward's sheep, and know that there were resales of the inferior sheep, especially at Wallacetown. He was not freezing inferior sheep—the rejects were sent to the sale-yards I had no control of Ward's or the Southland Company's buying. I only took their meat at the prices agreed on. Those prices would not be advantageous to the freezing works. Mr Ward had not any practical experience as a buyer. It hadn't been any part of his own work to buy sheep. About the boilers—they were ordered by the New Zealand Refrigerating Company, and we agreed to take them, but it was found that we could not use them, and they lay in Sparrow's yard for 18 months I offered them to Mr Ward sometime afterwards, and he bought them, getting a year without interest in which to pay. I obtained Mr Nelson's confirmation by my telegram and letter of 17th November 1892.

To Sir Robert Stout: The Nelsons and Tysers were interested together to a certain export in the freight, but not otherwise. There was to be a sliding scale of freight depending on the Price brought by the sheep. The Tysers were not to my knowledge otherwise interested in the price of the sheep. Mr Edward Montague Nelson, of London, is a director of the Tyser line and of the Nelson Company. The Mr Nelson here looked after the Tyser line, and nothing was done by Mr Dobson about the Tyser line without consulting Mr Nelson. Mr Nelson did not take any part in the matter of the commission. It would have paid us well to have given the Southland Company 2½ per cent. if they would have graded their sheep. This 2½ was to have been paid by Nelson to the Southland Company if they had accepted a grading contract. Mr Ward, manager, acted in conjunction with Mr Carswell for Tyser. I told Mr Ward to treat Mr Carswell as their agent. Mr Ward was to get per cent, on the freight on his own meat. When we entered into the contract with Mr Ward in May mutton was high. We considered Ward's a good contract. We did not think of the price as over top price or more than the sheep were worth. When I wrote to Mr Ward on 29th January that our offer was over market price I referred to the price of the moment. The price rose in March. I had fixed up a contract which gave Ward more than market value, but I knew that sheep rose in England in February and March, and as it was a two years' contract we

considered it good. We probably lost by that contract, as things came down after the contract was made, and we had to make a concession to Mr Ward on 29th September 1892. New Zealand mutton (prime Canterbury) was low at the time. It was only lower on 19th August We had to give Mr Ward that increase to make him level with the Southland Company according to our arrangement. The two contracts had to be practically the same. We raised the price in accordance with that arrangement. We had an understanding with Mr Ward besides the writing. It was only some time after the making of the contract that we recognised the stringency of the conditions of the grading contract. It was impossible to get the sheep. We did not make the concession to Save Ward from loss. I can't say whether the Southland Company experienced the same difficulty. They didn't grade.

The court adjourned at 6.30 until to-day.

FRIDAY, NOVEMBER 22.

The cross-examination of James B. Reid, representative for Nelson Bros., was continued.

Sir Robert Stout: Have you found out, Mr Reid, when Mr Ward's association came to act as agent for the Tyser line.

Witness: The last commission by the Mutual Company was February 1892.

When did the Ward Association do any work for the Tyser Company?—The Mutual Company were agents for the Tyser Company up to the time Mr Ward was appointed, and I can only get the information out of the Mutual Agency Company's books. I have the information now. Their connection ceased early in February.

Did the Ward Association or Mr Ward ever act as agents for Tyser before 1891?—They acted as agents from the time we gave up the position.

What do you mean by acted as agents? Did they do any work?—That is a question I cannot answer. I know that they were agents. If they did not do any work they should have done it.

In reply to further questions, witness said the usual commission for agents in the colony was 5 per cent. Mr Carswell's commission was divided.

Sir Robert Stout: In your letter of June you said to Mr Cuthbertson in a private letter to him: "I give this information for your own private use only." Then I suppose you don't mean to say up to that time you had disclosed the nature of the contract with Ward?

Witness: There was no desire to keep it secret.

Did you disclose it?—To whom?

Did you disclose the nature of your contract with Ward?—No; there was no object in doing so, but there was no secret about it.

Did you ever disclose it until this action was commenced?—We were never asked.

I suppose the contract of 1893 in reference to your purchase from Ward—you never disclosed that?—I don't think so.

Do you remember a special letter addressed to the farmers by Mr Ward?—No, I do not.

Do you know that it was denied that there had been a sale?—I have seen a reference to it in the correspondence.

You remember Mr Ward's letter of the 20th of April 1893, in which he says: "I have since been asked twice if it was true Nelsons had bought the works. I of course emphatically denied it, and said it was not true, as it may net suit Mr Nelson to have it known. Of course the sale does not date until January, and essentially it is quite true to deny any idle rumour of busy-bodies who want to know mere about other people's business than there is any necessity for"? You knew that the purchase of the works was denied by Mr Ward in 1893?—Yes, I knew it.

You did not take any steps to disabuse the public mind?—It was not my business.

Were not the prices gained by this concession better than the Southland prices?—Just so.

The words of the Southland contract are: "For prime crossbreds (wethers and maiden ewes), 2½d." What did you understand that to mean?—All sheep passed by the freezing companies as standard for price qualities.

What did that mean in weights? Do you mean to say that there were sheep under 50lb?—Oh, yes; we took sheep under 50lb.

Did you ever take any sheep from the Southland Company under 50lb except by special request?—We were not supposed to take any under weight, but we took any sheep of prime quality.

Was it not a fact that prime meant from 60lb to 80lb?—No.

What did it mean?—It meant any for which the company had a certificate.

If Mr Cuthbertson says that the range of weights was from 60lb to 80lb will you contradict him?—Yes.

When Mr Nelson told you "lay Ward alongside of the Southland Company," what was meant by that?—I understood it simply [*unclear: me*] to put both parties on equal terms.

Did it not mean that you were to allow [*unclear: W*] to get an advantage of the Southland [*unclear:*

Company]?—It meant that the contracts were [unclear: to] as near as possible the same.

Then "laying alongside" meant that [unclear: W] complained that the fight was unequal?—[unclear: Y]

Then "laying alongside" meant giving [unclear: him] concession?—Yes; it was a [unclear: concession] course.

Mr Bell (to witness): You were asked [unclear: y] terday about the Tyser line. What did [unclear: y] say when you were asked by Sir Robert [unclear: St] as to the connection between Mr Nelson the Tyser line?

His Honor: I have the following [unclear: note] "I think Dobson consulted Nelson on [unclear: ma] things."

Witness stated that that was what be [unclear: said] Mr Bell (to witness): You are able [unclear: to] positively that Ward did not receive any [unclear: 2½ per] cent, from Nelson?—I am.

Did Nelson Bros, give Ward 2½ per [unclear: cent.] mission?—Mr Ward received no [unclear: commiss] whatever from Nelson Bros.

You were asking yesterday about [unclear: the] standing, which you understood existed [unclear: with] Ward, that he should be put upon [unclear: the] terms with the Southland Company? [unclear: You] asked to-day whether it was in the [unclear: contract] outside the contract, and I [unclear: understood] answer was: "There was such an [unclear: understanding,] and if it was not in the contract, [unclear: it] outside the contract?"—Yes.

You have seen the agreement since?—[unclear: Yes]

Mr Bell read the following clause [unclear: from] the agreement:—"In all other respects—save [unclear: to] mentioned in this agreement—the said [unclear: J.] Ward is to be placed on the same [unclear: footing] receive the same terms as the Southland [unclear: From] Meat and Export Company (Limited)."

Henry George Warren deposed: I [unclear: an] member of the managing staff of [unclear: Nelson] in New Zealand. I have been [unclear: through] accounts shewing the cost paid by theme [unclear: on] shipment per pound in New Zealand [unclear: to] Ward and to the Southland [unclear: Company.] statement produced is prepared by [unclear: myself] the New Zealand invoices.

Mr Bell said that the statement [unclear: showed] in the Star of England shipment [unclear: 933] were purchased from Mr Ward and [unclear: 6964] the Southland Company. The cost paid [unclear: to] Ward was 2.24d per lb, and the cost paid [unclear: to] Southland Company 2.44d. Then in the [unclear: Hawk] Bay shipment the cost paid to Mr Ward [unclear: was] 2.38d, and to the Southland Company [unclear: 2.46d] in the Maori King shipment the cost paid [unclear: to] Ward was 2.32d, and to the Southland [unclear: Company] 2.45d; in the Star of Victoria the cost [unclear: paid] Mr Ward was 2.31d, and to the [unclear: Southland] Company 2.46; and so forth, showing [unclear: that] Southland Company received more per pound in every case than Mr Ward received.

The question as to the returns showing the prices realised on each shipment to London was objected to by Sir Robert Stout, and disallowed witness, continued: I have looked at the account about the boilers. They were paid for by cheque from Mr Ward in June 1894. Mr Ward was allowed 12 months' credit, and was charged interest on any period over the 12 months.

By Sir R. Stout: I saw the cheque drawn out in Invercargill. That was at the time of the fixing up of the new company.

William Nelson deposed: I am colonial manager for the Nelson Bros. (Limited), who are a London company with freezing works in New Zealand at Tomoana (Gisborne), Waipukurau Woodville), and at the present moment at the Ocean Beach. At those works the company freeze mutton and beef. The company also purchase mutton frozen by other works. In 1892, 1893, and 1894 there were freezing works in New Zealand selling on their own account. The average total output of New Zealand per year for those three years was, roughly, two millions.

Sir R. Stout: In 1892 it was down to a million and a-half.

Witness continued: The last return will be something over two millions. My company has been annually taking about one-half of the total output—from three-quarters of a million to one million. With the exception of Waitara, which means Auckland, none of the freezing works in the colony shut down in 1892 or 1893. By "shut down" I mean "suspended operations for the whole year." The Waitara works are not open now. They have had two or three struggling attempts to open, and have opened and shut down again. I remember the agreement my company had with the Southland Company prior to 1891, and I remember the making of the contract of 1891.

Mr Bell: What was your object in cancelling the anterior contract and making a new contract ltd. advance in the beginning of 1891?

Witness: Primarily, of course, the object was to make money; but, beyond that, secondarily, to extend our contract for three years. We always found it more convenient to Extend our contracts when we had a little in land than to let the contracts run out. It was my desire to have the three years' contract at a price fixed. Everybody thought at the time that it was a good contract. There was very considerable competition at that time

for the purchase of the output of works.

Before I go to 1892 I ask you with regard to the relations of the company to the Tyser line. What has the Nelson Company got to do with the Tyser line?—Our earliest connection with it was that Nelson Bros, were responsible for introducing the line to the colony. After the Tyser line was introduced into the colony we were morally bound to keep their boats filled. We had a contract with them to use our best endeavours to fill their boats. It is absolutely incorrect that we had control of their boats. Mr Dobson was manager of the Tyser line in New Zealand at its inception, and since his death Captain Todd has been the manager. I was a closely intimate friend of Mr Dobson, but I had absolutely no control, directly or indirectly, over Mr Dobson's actions in connection with the Tyser line. He was not a man to control. There was a sliding scale of freights charged by the Tyser line to us. The freight would be higher when the meat market is higher, lower when the market is lower. That was an arrangement we had as well with the Shaw, Savill, and Albion Company and the New Zealand Shipping Company. We also shipped by Turnbull, Martin, and Co.'s boats on the same terms. The sliding scale was the same in each case. My brother has been a director of the Tyser line. Whether he is so or not at the present time, I am not clear. There is no relationship between the two companies other than I have described. Nelson Bros, had no connection with the 2½ per cent, loading commission shared between Mr Reid and Mr Carswell. When Mr Ward stepped into Mr Reid's shoes and shared the commission with Mr Carswell, the Nelson Bros, had nothing to do with it. It was simply an accident that Mr Reid happened to be our agent and Mr Dobson's also.

On the 10th August 1892, an offer was made by Mr Reid to the Southland Company, in which Mr Reid offered the company 2½ per cent, if they would accept the grading contract. Was that made with your authority?—Yes, it was; by my instructions distinctly.

What is the 2½ per cent, in that letter of the 10th August?—The offer of that 2½ per cent, was a suggestion made by myself to Mr Reid as a probable satisfaction of a difficulty that Mr Cuthbertson was always complaining of. Mr Cuthbertson had it so firmly impressed on his mind that we were giving per cent, to Mr Ward that nothing we could say could make him believe otherwise, and it occurred to me that if we could satisfy Mr Cuthbertson by some simple means it would be a great object to attain; and I told Mr Reid that if the Southland Company would consent to grade their meat, which thing we had often been trying to get them to do, we would pay Mr Cuthbertson 2½ per cent, on the freight, not by any means as having anything to do with the freight question, but because per cent, on the freight represented a figure which I was prepared to pay for having my sheep graded. That was refused. I never had any complaint after that from the Southland Company. There was not much room for it.

You heard of Mr Ward's proposed erection of opposition works in June 1891?—Yes. Day by day as events developed we simply stood alongside the Southland Company, and met every event as it occurred. We and the Southland Company were simply one and the same thing at that time. We met every incident in connection with the rumoured erection of Mr Ward's works to the best of ability in order to checkmate Mr Ward, and to prevent the erection of works in opposition to the Southland Company. The history of the Matura site is that the Southland Company first of all contemplated taking it, but they held off and did not take it. I felt so certain that the Matura site would be the site upon which opposition works, if any, would be erected that I myself got the site under offer for a month; and we parted with the site to the Southland Company. We were very confident at that time that we could keep Mr Ward out of building.

On August 18 you wrote to Mr Reid that you were satisfied Mr Ward meant to build?—Yes. That was the result of a conversation I had had with Mr Ward. I did not in any way join Ward in the erection of works.

Sir R. Stout: I am not suggesting that any money was put by Mr Nelson in the works before the agreement of 1893.

Witness continued: Before January 1, 1894, I had no financial interest of any kind in Mr Ward's works. When the negotiations between the Southland Company and Mr Ward fell through, until I received Mr Dobson's letter in September 1891 inquiring whether I would buy Mr Ward's output on the same terms as those on which I was buying from the Southland Company, I had no negotiations with Mr Ward. Mr Dobson was interested in obtaining the output from Mr Ward as well as from the Southland Company in order to maintain the Bluff as a Tyser port. Our agreement with the Southland Company in 1891 had ousted other shipping companies, and made the Bluff a Tyser port so far as frozen meat was concerned. In the Southland Company's contract there was a guarantee that we should supply them with 40,000 sheep at least. There was no guarantee in the contract with Mr Ward. The Southland Company looked on that guarantee as of such advantage that they declined to give the contract without it. At the then size of their works 40,000 sheep would have been a fair and reasonable year's work. The freezing works are not open for 52 weeks in the year. We certainly did not attempt to give Mr Ward any undue advantage over the Southland Company at any time, and as a matter of fact the output contract made with Mr Ward was not advantageous to him. At first the contract was nothing like so good as the Southland's contract. It took us some time to discover that, but when we did discover it, we had to make

concessions in order to treat Mr Ward equal. After the concessions Mr Ward's contract were not quite as good, but [unclear: we] made it is nearly equal as possible. [unclear: That] what was meant by keeping him [unclear: alongside] Southland Company; that if possible [unclear: ne] should have the advantage. It was [unclear: by] instructions the offer was made to the [unclear: Southland] Company if they would grade to [unclear: co] to them 2½ per cent. It was in my [unclear: min] keep strictly to the contract with the [unclear: Southland] Company's people, and as a matter [unclear: of] according to my understanding of the [unclear: con] I did so.

Mr Bell: Did you understand the [unclear: agree] of June 1891 prohibited you from [unclear: entering] an output agreement?

Sir R. Stout objected to the question. [unclear: I] not for the witness to interpret the [unclear: contract]

Mr Bell said he asked the [unclear: question] ground that the contract was capable [unclear: of] interpretations—Pollock on Contracts (6th, [unclear: tion], 433). (To witness:) Did you [unclear: understand] the agreement of June 1891 [unclear: prohibited] from entering into an output [unclear: agreement] Mr Ward?—Certainly not.

Did you read the seventh and eighth [unclear: cle] of the contract?—I did.

What on your part did you [unclear: understand] seventh clause to give you power to do?

His Honor: Better put it in the [unclear: form] you understand?

Sir R. Stout: I object to this also.

His Honor: Yes, but not on the [unclear: ground] its being put in a leading form.

Sir R. Stout: No.

Mr Bell: Did you understand the [unclear: se] clause as permitting you to enter into an [unclear: o] agreement in any part of New Zealand, [unclear: ining] the counties of Southland and [unclear: Wallacs] Yes, so long as the terms were not [unclear: super] those allowed to the Southland Company.

Then, did you understand that the [unclear: out] agreement was erecting, or assisting [unclear: in] erection or use of freezing works?—No; [unclear: tainly] I did not.

Did you at any time until the [unclear: present] hear from the Southland Company or [unclear: from] person connected with the Southland Company that the Southland [unclear: Company] strued the contract in a different [unclear: sec] that which you have just stated as your [unclear: understanding]?—No, not a word.

Did you act upon that interpretation [unclear: whi] you have just stated as yours?—I did.

Have you read the letters from the [unclear: Southland] Company?

Sir R. Stout: I object to the [unclear: witness] allowed to interpret the letters.

His Honor: I do not understand Mr [unclear: Bel] ask that.

Mr Bell: You have read the [unclear: letters] mencing with the letter of 5th of [unclear: May-] Cuthbertson to Mr Reid—including the [unclear: th] letters of 15th of August?—Yes.

Did you receive any communication [unclear: from] Southland Company at any time until this [unclear: year] [unclear: in] any sense differing from what is conveyed by [unclear: those] letters?

Sir R. Stout: What is meant by that? Does [unclear: it] mean that no complaints have been made [unclear: against] the output contract?

Mr. Bell: Yes.

Sir R. Stout: We admit that he did not.

Mr Bell: I wish to have it in the notes. Did you at any time receive any communication [unclear: from] the Southland Company conveying an [unclear: interpretation] of the contract of June 1891 [unclear: inconsistent] with that conveyed in the [unclear: correspondence] just referred to?

Sir R. Stout: Did he receive any [unclear: communication] at all? You cannot put that question; [unclear: it] is asking the contents of written documents.

Mr Bell: The question is, your Honor, whether the parties hare consistently acted upon a [unclear: particular] interpretation. The particular interpretation having now been put before the witness, it is a necessary consequence he should prove there has been nothing inconsistent on the part of either party from that, and to show that is the object of the questions.

His Honor: Can you get at what was or was not in written communications he received unless you produce them? It is fair to assume at present that if the company had made communications in which they had raised any objections to this output contract we should have had them before us. The inference is there is not.

Mr. Bell: You ask the witness are there any other documents. If he says "Yes," the documents must be produced or the answer is not evidence; if he says "No," that is given as evidence—it is evidence of fact.

His Honor: I understand there are written documents.

Mr Bell: There are, but no other written documents relating to this matter,

Sir R. Stout: He has already said the only letters conveying complaints are the letters produced.

Mr Bell: The complaints practically end with the letters of the 15th August, because, as the witness says, they then offered all they asked and there was no further fuss.

Sir R. Stout admitted there were no documents relating to the matter except those produced.

Mr Bell: Then I will confine my questions to communications other than by written documents

Sir R. Stout: There is a point there as to whether the company could verbally communicate or vary documents under seal.

Mr Bell said the question he put was a general one of exclusion, not a question of inclusion. (To witness:) Did you receive any communication from anybody indicating a view inconsistent with what you have stated to the court?—No.

Mr Bell: Your Honor has noted that the form of the question is not objected to, but the object of it?

Witness continued: We bought sheep f.o.b, and had nothing whatever to do with the works; they might have been frozen anywhere. We buy sheep f.o.b. from many other works, and we have no control over the works. I remember the letter of January 29, 1892 [read] from Reid, to Ward, in which the words occur, "The offer is beyond present market, but we are anxious to work with you." In making a contract it is of little importance what the price is at the moment. The price we gave for a two years' contract has little to do with the price in the London market at the moment. As a matter of fact prices did rise in the London market after January 1892. It is to our previous experience we look to form a judgment. The object of the contract was to make money; but the double object in this case was this: If we had not made that contract with Ward I looked upon it that we should have been absolutely deserting our friends. At the time I looked upon that as the last thing open to me to protect the interests of the Southland Company. It is so apparent to anyone who knows anything at all of the meat trade that the Southland Company were absolutely bound to us, whatever the price of me it was—whether high or low, they had to give their meat at a price. At that time, as I have explained, there was considerable excitement in the trade for various reasons. The popular belief right throughout the country was that we had a very good time before us. I undoubtedly joined in that belief. I thought we had a very good contract, and Mr Reid's letters that have been read are still further proof of what he thought individually. I am perfectly clear in my own mind that had we not bought Mr Ward's output, using the wisdom we did in the matter, somebody else would have done it, and I am satisfied they would have given him more money than we did. The shipping companies were anxious to cut in. It is a simple thing in the light of past events to say what happened, but charts such as Weddel's could not be prepared until after the events. There was excitement in the trade at time which was not justified by subsequent events.

Mr Bell: If your anticipations of 1891 had been realised and no output contract had been made with Mr Ward, what must necessarily have been the result? You say somebody else would have given the contract. Assuming that had been so, what would have been the result?—Witness: The result would have been that Mr Ward must necessarily have taken all the sheep in Southland except the 40,000. They would have got that under our contract; but they would have got no more unless they were prepared to do as they did in 1894 and 1895, lose money.

Sir R. Stout: They have not lost in 1895. You are quite wrong. We have Dot lost up to this.

Mr Bell: Probably the £30,000 claimed is taken into consideration. (To witness:) You say that if you had not entered into the output contract, somebody else would have done so?—Witness: I was perfectly clear about it at the time.

Had it anything to do with the violent competition which then arose between Mr Ward and the Southland Company?—Nothing at all.

Examination continued: There was competition between them, but I do not think it was exceptional. I took shares in the Southland Company. I took them at the time of the erection of the Southland works. At the time I was supposed to have £1500 worth of shares fully paid up I had no other shares at any time in the company. It has been suggested that Ward bought inferior sheep. On one occasion I made strong complaints to Mr Reid. When I took over the shares we purposely did not change the brand. The question of changing the brand was discussed, but the brand had made such a good name for itself that we could not afford to do it. I know that from the account sales.

Sir R. Stout objected to this as not being evidence.

Witness: Naturally we should have put on our own brand, but the brand had made such a good name for itself that we did not change the brand. The Ward brand meat produced more money in London, and we could not afford to change the brand. I heard Mr Clulee's evidence. Mr Clulee is not a large exporter, but distinctly a small one. Mr Clulee said there was no competition in 1893. I do not agree with that. Having regard to Weddel's chart for 1893, I adhere to the opinion I have expressed. There would have been competition. In my opinion the shipping companies which came in in 1893 would have come in at any time before if they could have got in.

Cross-examined by Sir Robert Stout: The Tyser line has only two steamers. I don't know that my brother was one of the largest shareholders in the Tyser line. I believe Nelson Bros. (Limited) are shareholders in that line. We supplied the meat for the line. It was quite likely that Mr Dobson consulted the firm about the

appointment of Mr Ward as agent at the Bluff.

Sir Robert Stout said in a letter written by witness he said: "We have got a Cabinet Minister to ourselves. That is a feature not to be despised, I can tell you, in these days."

Witness: No one would deny that.

What would be the business advantage to you?—I call that the method of a wise man.

Has anything resulted from it?—Apparently a good deal.

Did you not consider that a Cabinet Minister would be of advantage to you. That is what you mean by this letter?—I should say [unclear: Ni] that. I will leave it to his Honor to [unclear: image] what I meant by that. I cannot define it.

Did you consider yourself bound to [unclear: vary] contract that you made for purchasing on [unclear: be] of the purchaser?—Certainly, under [unclear: certi] conditions.

For what purpose?—Simply on the [unclear: grou] of common justice.

In justice? Is not the motto of all [unclear: commercial] men to buy in the cheapest [unclear: market] sell in the dearest?—It is a motto of all [unclear: busin] men to look to the future, and it is my [unclear: mo] to run my business with the view of [unclear: making] gain in the future.

In reply to further questions witness [unclear: said] made the contract under the belief [unclear: that] price of meat would go up. It was a fact [unclear: the] South Island mutton was far better than [unclear: Na] Island mutton. Nelson Bros, were not [unclear: particularly] anxious to get works under their [unclear: con] in the South Island. They were [unclear: anxious] get South Island mutton.

Sir Robert Stout: When you took the [unclear: she] Mataura, was it not with the ultimate [unclear: inten] of building works there in order to get [unclear: cont] of Southland?—I am not going to say [unclear: th] because it was not so. I got possession [unclear: of] Mataura site because I felt perfectly [unclear: certi] that some opponent of the Southland [unclear: Company] would have taken up that site if I [unclear: had] taken it up.

In your letter, when you say something [unclear: about] laying Ward alongside of the company, you [unclear: al] say you cannot let Ward go to the [unclear: wa] You were doing that from a purely [unclear: business] point of view, were you? You considered [unclear: it] your interest that Ward should not go to [unclear: the] wall?—I looked upon it to my interest to [unclear: tre] him exactly the same as the Southland [unclear: Company.]

Are you aware what the average [unclear: weight] the sheep was that Mr Ward sent in?—[unclear: No;] am not.

Are you aware that your firm took a [unclear: greater] number of light-weight sheep from Mr [unclear: Wa] than from the Southland Company?—From [unclear: the] correspondence, they apparently did.

You agreed to purchase the Ocean [unclear: Bea] Works in 1893?—Yes.

Did you consider at that time that you [unclear: had] right to purchase them, or did you—[unclear: not?—] clearly thought I had a right to make [unclear: arrangements] for the purchase of these works, so [unclear: lo] as I did not commit myself to the [unclear: purchase] use of the works till January 1894.

You never asked the Southland [unclear: Company] consent to your making that [unclear: purchase?—] did not need to let it be known on the [unclear: house] tops.

Did you not, in 1893, really look [unclear: upon] Mr. Ward as your partner in the Ocean [unclear: Beach] Works?—Witness laughed at this question, [unclear: and] replied in the negative.

You agreed with Mr Ward that he was to [unclear: make] additions at the Ocean Beach Works?—No; that is not so.

Were you buying any goodwill with the Ocean [unclear: Beach] Works?—Mr Ward knows that better [unclear: than] I do. I don't know how much of this is [unclear: goodwill.]

In reply to another question witness said the [unclear: words] of the contract for the purchase of the [unclear: works] were that the works were to be finished [unclear: before] the firm took them over in January 1894. Mr Bell: I had proposed, your Honor, to call [unclear: Mr] Ward, to put him in the box and tender him [unclear: for] cross-examination. There are only one [unclear: or] questions Mr Ward could have answered [unclear: which] I could successfully make relevant to my [unclear: se]. It may be proper, though, that Mr Ward [unclear: would] have a right to answer the kind of [unclear: suggestion] that has been made against him.

Sir R. Stout said that he had made no [unclear: suggestion] against Mr Ward. He had strictly [unclear: paid] that they had nothing to [unclear: do] with Mr Ward,

His Honor: Then, if that is the case, there [unclear: is] no need to call Mr Ward.

Mr. Bell: Mr Ward is emphatically anxious to [unclear: go] into the box, and I [unclear: am] equally clear that I have no question to ask him which is relevant to the issue, and I wish to do nothing to delay the court.

Sir R. Stout: I have no questions to ask Mr [unclear: Ward], and I shall not comment on his not being [unclear: allowed]

Mr Bell: I have no association with Mr [unclear: Ward]. He is not now in any way associated [unclear:

with] the Ocean Beach Works. There is no [unclear: secection] between Mr Ward and my clients, [unclear: but] still Mr Ward is anxious to go into the box.

His Honor: Mr Ward might go into the box [unclear: it he] wishes to make some explanation.

Sir R. Stout: I object to that. I don't [unclear: are] why Mr Ward should intervene in the case.

His Honor: What can possibly be suggested [unclear: from] the evidence that Mr Ward has done which [unclear: he] cught not to have done. Supposing the [unclear: Nelsons] were wrong in taking his output, what in that [unclear: to] Mr Ward? Supposing they committed [unclear: a breach] of the contract Mr Ward was not a [unclear: party] to the contract.

Sir R. Stout asked leave to put a question to [unclear: Mr] Reid.

James B. Reid, recalled, said he was aware [unclear: the] southland Company did not keep to [unclear: might]. He always rejected excessively fat [unclear: sleep].

Mr. Bell nut in three bundles of documents, [unclear: all of] which had been referred to. A fourth [unclear: handle] had been made up, containing some [unclear: documents] which had been already read and [unclear: some] which had been objected to. He proposed in call for the letters which had been written by Mr Cuninghame Smith, general manager of [unclear: the] company, to the shipping company, and [unclear: from] the shipping company to Mr Cuninghame Smith immediately prior to the commencement of the action. He submitted that these should be admitted on exactly the same principle on which the demand from the bank and the minutes had been admitted.

The file of documents was handed up to his Honor for perusal, and while they were being perused

William Cuninghame Smith, called under subpoena, was put in the witness box, but not sworn.

Mr Bell read the subpoena to witness to produce his letter book containing copies of letters written by him to Mr Gibbs, manager of the New Zealand Shipping Company, and to Mr Moore, of Messrs Turnbull, Martin, and Co., regarding the subject matter of the action, and asked whether he produced these letters.

Witness: I have brought my private letter book which contains letters to Martin, but I claim that I cannot produce it, because I think if it were produced I should be liable to libel;

Mr Bell: We have nothing to do with that.

Sir R. Stout: He declines to produce.

Mr Bell: Then I call for your Honor to deal with the witness?

His Honor: Why are they not produced?

Sir R. Stout: He says they might render him liable to libel if they are produced.

Mr Bell: That is not an answer,

His Honor: If they are evidence they ought to be produced, I think.

Sir Robert Stout submitted that the private correspondence of Mr Smith or any other individual could not be evidence against the company, and was not evidence because the letters were not original. He objected to copies.

His Honor observed that the witness was asked to produce his letter book in which were copies of letters from him to Mr Martin and to Mr Gibbs.

Mr Bell said the witness was required also to produce letters written by Mr Martin and by Mr Gibbs to him relating in any way to the subject matter of the action.

Sir R. Stout: All official letters have been disclosed on the affidavit and sworn to.

Mr Bell: I might ask your Honor if it would be right for the court to ask if any documents have been destroyed since the writ. I submit to the court that if documents are not produced it ought to be asked if there is any ground for the suggestion that they have been destroyed.

Witness: Most decidedly not; not the slightest.

His Honor: There is a difficulty about the letter book surely, Mr Bell? The letter book contains copies of the letters he has written. Must you not produce the originals? Must you not subpoena the persons with the originals?

Mr Bell said he wanted the documents possibly to examine this witness and possibly the examination of other witnesses. The documents were not produced on the affidavit of discovery, and the only way to get them was to subpoena the witness. He (Mr Bell) submitted that he was entitled to see the letter book. Supposing the document was a document the witness was bound to produce on the discovery, it contained a copy of an entry written by this witness relating to the subject matter of the action.

Sir R. Stout: He has not the documents in court.

Mr Bell: He is bound to.

Sir R Stout: Not if it prejudices him.

His Honor: There may be good excuse for not producing the documents, but they should be in court. Are they in court?

Witness: No; but they are close to the court.

Mr Bell, to save time, did not press for the production of the correspondence, but tendered the documents which were under the consideration of his Honor, as showing the motive of the action and the ground of loss the company had intended to allege.

Sir R. Stout objected to these letters being put in, as they dealt with counsel's opinion.

After some discussion it was agreed between the parties that an extract from a letter from the Southland Company to the Shipping Company of April 26, 1895, should be put in, and that the other letters should not be put in.

Amendments of both the statement of claim and statement of defence were made, leave being reserved in each case to object.

Mr Bell: Now, your Honor, I ask for a direction that only three breaches have been supported by evidence—(a) the making of the oat-put agreement in 1892, (b) the agreement of sale in 1893, and (c) the loan of £20,000 to Mr Ward in November 1893. Then I say as to (a) that it is not a breach of the eighth clause of the agreement of 1891, it is not a breach laid in the statement of claim, it is a contract expressly authorised by the agreement of June 1891, and that both parties adopted as the construction of the contract, and acted upon such construction, that the output agreement was not a breach of the eighth clause. If it was a breach, it was (a) expressly waived by the plaintiffs; (b) the plaintiffs elected to treat it as not a breach of the eighth clause, but as authorised by the seventh clause, and on that election claimed from the defendants rights which they could not claim on that basis; (c) the plaintiffs expressly acquiesced in the output agreement, and (d) the plaintiffs arranged with the defendants to accept, as for the mutual advantage of both parties, the output agreement. Coming back to head (b), the agreement for the sale in 1893 is not a breach of the eighth clause, inasmuch as it is expressly provided that it does not take effect until the 1st January 1894, and it is not a breach in any case. As to damages, I ask for a direction that the sum lost by the plaintiffs is not the measure of [unclear: dama] caused by the breach since their own [unclear: action] attempting to defeat Mr Ward and the [unclear: excessive] prices paid by them were the result of the [unclear: policy], and such loss is not damages [unclear: flowing] from the breach, that the extra [unclear: expenditure] works and plant incurred by the [unclear: plaintiffs] not a consequence of any breach but [unclear: an a] that results from their attempt to [unclear: defeat Mr] Ward, and that the loss (if any) of the [unclear: plaint] company followed from either the [unclear: erection] the works or the making of the output [unclear: agreement]. In regard to the first cause, we [unclear: had] part in that, and with regard to the [unclear: second] cause, they are barred by acquiescence [unclear: from] claiming.

Sir R. Stout: The only direction I [unclear: ask] that on the pleadings there is no [unclear: proof] acquiescence. As to damages I submit [unclear: that] direction that should go to the jury is [unclear: th] they should give damages not for the [unclear: eration] of the works, but for Nelson's breach. [unclear: The] put contract necessarily led to damage [unclear: to] and if so the jury must take into [unclear: consideration] the circumstance whether there was a [unclear: liked] hood of any persons stepping in to give a [unclear: fi] contract for two years. If not, it is [unclear: perfac] clear from the evidence that Ward [unclear: could] carry on, and we could not have had the competition or loss. That is the evidence.

Mr Bell: It is all the other way.

Sir R. Stout: Then, I think a [unclear: separ] branch of damage should be put to the [unclear: ja] and a separate assessment made on the [unclear: ground] that, assuming there was no output [unclear: contract] all, the contract, made in April 1893, Ward a firm contract on which he could [unclear: fina] and be enabled to carry on his [unclear: works-] but for that he would not have carried [unclear: on-a] gave him an enormous advantage to [unclear: carry] the contract.

His Honor: I do not think I can [unclear: direct] jury as Mr Bell asks me to. If the [unclear: entering] to the output contract was a breach, [unclear: then] moment the contract was executed the [unclear: bre] had been committed. The subsequent [unclear: action] the parties, I think, would be relevant to [unclear: th] question of damage. It might be [unclear: very] contended that this right being infringed [unclear: an] claim made to stop its infringement, [unclear: they] really not suffering any damage by the [unclear: infriment]. If the entering into the output contract was a breach, then that contract was [unclear: made] with out the knowledge of the plaintiffs, and the [unclear: bre] having been committed it is difficult to [unclear: see] that any subsequent act of theirs can amount [unclear: to] acquiescence in the breach. I shall [unclear: direct] jury as I have already [unclear: indicated.] shall also further direct the [unclear: jury] the purposes of the present [unclear: case—] course, as I said before, the direction [unclear: is] in order to prevent the necessity of the [unclear: just] being summoned again than that I am [unclear: absolute's] satisfied the direction is a correct [unclear: one-I] shall direct that entering into the output [unclear: contract] was a breach, and that entering into the agreement of 1893 was a breach, and that these are the only two breaches—there are no other. Then the question the jury will have to determine is what damages have been proved to flow from these breaches. I do not think I can give any very distinct direction as to damages. I think Sir Robert Stout's suggestion that there should be two heads of damage is a perfectly reasonable one, and that it will satisfy both parties that it should be put in that way. The

jury have to be satisfied that the plaintiff company have suffered damage from the defendants entering into the output contract, and entering into the other contract, and they would have to ascertain the amount of such damage. They would have to find that entering into the output contract or the other contract was the cause of any damage. They would find, of course, the loss the company sustained during those two years is not necessarily a measure of damage. I shall have practically to direct the jury, as I have said, and in the way I have already indicated when the motion for the non-suit was made. But it may be as well that this question should be reserved for the decision of the court afterwards.

Mr Bell: I understand your Honor rules against me, and gives leave to move?

His Honor: Yes.

Mr Hosking, addressing the jury on behalf of the defendant company, said he was quite conscious the patience of the jury had already been severely taxed in this case, and he did not propose to detain them at any great length in order to deal with the remaining part of it that fell to him. The discussion that had taken place upon abstruse legal points during the past hour or so had perhaps withdrawn from their minds the appearance which the last witness on the defendant side, Mr Nelson, had presented in the box, and the evidence which he had given. Now the evidence Mr Nelson had given with regard to frozen meat contracts in general throughout the colony, with regard to prices and the ups and downs of trade, and the evidence he had given with regard to his own methods of conducting business, was before them. And he thought however much his learned friend Sir Robert Stout might have suggested those methods were not within the four corners of the agreement, they were certainly such methods as must commend themselves to the jurors, as just and fair-minded men of business. He thought, with all submission, that Mr Nelson's evidence, as given by him in the box, did away to a large extent with the necessity for his elaborating on the case in summing up. When that witness gave his evidence, both in answer to his learned friend Mr Bell and his learned friend Sir Robert Stout, he gave them a very fair summary of the position and of his attitude throughout the whole of this case. He (the learned counsel) proposed to leave the correspondence, which had been gone over and over again, before them. He was not going to weary them by re-reading it, but would leave it before them, and when they got away from the interpretation which counsel for the defence contended should be placed on a particular passage, or which counsel for the plaintiff maintained it should bear, they would be able, under the direction of his Honor, to place their own interpretations on those letters. With regard to the correspondence, they should, however, bear in mind, as his learned friend had said in opening the case on behalf of the defendants, that these letters were largely private correspondence; naturally a class of correspondence in which the writer would lay bare his inmost thoughts. It, too, was a class of correspondence which did not bear the impress of the correspondence of Mr Cuninghame Smith, who declined to produce his letters, because he was afraid if he produced them actions for libel would follow. The defendants had produced every letter from the beginning of the transaction to the end that they had been called upon to produce; and there was not one of them of which they had to say "we fear to produce it because we have in it traduced some other people." He merely wished to lay emphasis upon the fact of the fair and honourable character of that correspondence written offhand, as it were, and not with the preciseness of ordinary business letters. He called attention to this only for the purpose of showing the class of man who had been dealing as the head of the defendant company with the Southland Company. This was an important fact to bear in mind, because, although it would probably be ruled that intention had nothing to do with the question of damage flowing from a breach of contract, it should be borne in mind by them when they came to consider whether some particular act was such a breach that it should involve the payment of damages by the defendant company. In order that he might come a little closer to the consideration of the points before them, he might say that the directions which his Honor had given on the question of acquiescence and so on would relieve him from dealing with that part of the subject, and would he hoped shorten his remarks. In anticipation that he might have to address them upon those points, he had arranged his ideas accordingly, and it might be that his observations would not now be presented in the same consecutive order as otherwise. The first point he wished to bring before them was: What was the nature of the case that the defendants were originally called upon to appear to? The declaration presented in the action alleged that they had entered into a contract not to erect, or to assist, or be concerned in the erection, or use of freezing works, and upon that interrogatories had been administered by the plaintiffs. Now, these interrogatories bore out by their character the nature of the case the plaintiffs intended to present. They had heard them read, and from the minutes which had been presented they would see that Mr Smith said that he had very good information for saying that Nelsons were interested in the Ocean Beach Works in 1891, 1892, and 1893. Now, Mr Smith, the gentleman, who was able to give all this information as to how the defendants were interested, and who might be called the source and origin of this litigation, had not been put in the box in order to give them the benefit of that information.

Sir R. Stout: He was put in the box.

Mr Hosking said Mr Smith had not been put in the box and examined as a witness, but had been simply called to produce certain documents. He could not give them any evidence respecting the good information

referred to: he could not even produce a single bit of evidence for them. His information had been embodied in letters, which he said would submit him to a criminal prosecution if he produced them. Such had been the beginning of these proceedings. What was it the proceedings were founded upon at the outset of the action? What had the £100 voted by the directors of the plaintiff company been voted to do? It was suggested in the interrogatories that the interest of Nelson Bros, in the Ocean Beach Works could be proved from Nelsons' own balance sheets, which represented during the years 1891, 1892, and 1893 a growing increase in their investments. Those investments were not detailed, and they were asked therefore the nature of the investments. Then when the answers to the interrogatories came, they heard no more about that part of the case, and they had heard not a single syllable of it during the course of the proceedings in that court. Then what was the nature of the case which his learned friend came into the court with? If he had noted rightly what his learned friend had said, he had said, "We do not rely upon the output agreement at all."

Sir Robert Stout: I never said so.

Mr Hosking said his learned friend had said

We only look on it as a step in the breach. What we go on is the whole of what they have been doing—as an indication that they were interested." Then when his learned friend Mr Bell had put it to Sir Robert Stout, he said "We do not need to rely on the outward agreement, because we have got the purchase in April 1893." Now it was not until the ruling of his Honor that it occurred to his learned friend that he had a case at all.

Sir R. Stout: Nothing of the sort; that is absolutely incorrect.

Mr Hosking: Then why did his learned friend not rely upon the output agreement at the start, instead of their coming round after the ruling and then saying it was the output agreement that had caused the [unclear: damage] fact was his learned friend, like Mr [unclear: Ceson] and everybody else, thought that [unclear: it] the output agreement that was [unclear: the] fringement of the contract, and [unclear: that] not the output agreement that had [unclear: cause] damage, and that was consistent [unclear: wi] conduct of the parties throughout. [unclear: Ja] word more in reference to these [unclear: procee] because the character of the [unclear: proceeding] to be borne in mind in determining [unclear: wh] they were going to punish the [unclear: defenda] fixing upon them anything in the [unclear: sh] damages. He remembered the story [unclear: of] who, when heavily indebted to a [unclear: person] amount he could not pay, had the [unclear: very] fortune to be bitten by a neighbour's [unclear: dag] idea had instantly seized him that [unclear: no] the chance for settling with his [unclear: creditors,] so he rushed off to him and sold [unclear: his] of action to damages for a [unclear: dog] and so put his creditors square. [unclear: Now] had they here? They had a very [unclear: fierce] demand from the Bank of New [unclear: Zealand] up the amount of the plaintiff [unclear: company's] draft. Then Mr Cuningham Smith [unclear: ca] meeting on the 2nd April, and [unclear: they] minutes lying side by side, very [unclear: neat] quietly reposing there till [unclear: unearthed] order for inspection. There was the [unclear: de] of the Bank of New Zealand, and [unclear: them] Smith discovered that the company [unclear: had] bite that it could sell, and he [unclear: immediately] we have £30,000 in this bite of ours [unclear: aud] we will be able to square the bank. Mr [unclear: S] valuable information, which had [unclear: appa] disappeared in thin air since, was [unclear: wh] induced the directors there and then [unclear: to] £100 to be spent on exploiting this [unclear: claim] the dog bite. That was one of the [unclear: ele] of the case which they must bear [unclear: in] regarding this action. What was it the [unclear: di] themselves considered was the [unclear: ground] gave them a right of action? Was [unclear: it] they then found for the first time [unclear: t] Nelson had entered into the output [unclear: agree] There was not a word of that in their [unclear: res] No; it was because Mr Smith [unclear: said] his information gave him very [unclear: good] for supposing that during the years 1891, and 1893 Nelson Bros. [unclear: (Limited)] interest in the Ocean Beach Works, [unclear: and] immediately the action was [unclear: commenced] what was the nature of the [unclear: charge] against Mr Nelson, for one must [unclear: assor] action of Nelson Bros (Limited) [unclear: with] hearing the name? What was the [unclear: nat] the action brought against Mr [unclear: Nelson] was an action brought against [unclear: Mr] charging him with the most [unclear: dishonourable] duct of which he could possibly [unclear: have] guilty—viz., that at the very [unclear: time] be entering into the contract with the [unclear: Southland] Company for the purchase of their [unclear: output] was erecting in the direct [unclear: teeth of] covenant he had entered into with them, and which he was suggesting he was carrying out—he was erecting or interested in the erection of the Ocean Beach Works for the purpose of running the Southland Company. That was the suggestion made against Mr Nelson, that he had been acting most dishonestly over a period of three years in union with Mr Ward in something which if it could be proved Could be very much like a criminal conspiracy. Mr Nelson had this charge made against him, and it was published and rent forth to the world. He supposed the newspapers in Southland had nob much to do, for rumours had been constantly coming from Southland as to what was going to happen in this case. Mr Nelson now came before them as much as anything for the purpose of setting his reputation right with the mercantile world. Mr Nelson was a man whose business resources were dependent upon the nature of the contracts he was able to make from time to time, and the good faith with

which he carried them out. Was he to have a stain like this resting upon him? The Southland Company had brought this action against him charging him with double dealing, and he must allow the case to go on whatever might be the consequences of having the matter thoroughly threshed out in a court of law. Mr Nelson had come there to meet that case, which had been common ground to both sides until the action had taken the turn it did on his Honor's ruling. Until then the output agreement was not thought of as a breach of contract that could be charged against Nelson Bros. (Limited). Now, he submitted that the action had to be looked at from that point of view, if they were to find something in the shape of damages against the defendant beyond the smallest of coins. By the extent to which the damages exceeded the limit he had suggested they would brand Mr Nelson's conduct with the aspect of double dealing with the plaintiff company. He asked them if Mr Nelson, judging from his conduct in the box, was the class of man who ought to be punished in any court of law with damages because of some technical breach which had been discovered for the first time against him when he was defending his character. He would now dismiss these more general considerations and come to deal with the question of what under the worst aspect of the case was the amount of damage they would assess for the breach of his contract. He would ask them to remember that the plaintiffs themselves had been the judges of what they had suffered from the breach, and in order that he might come to the question of the output agreement and deal with that, he would take the other matter first which his Honor had announced he should rule to be a breach of contract—the purchase of the works in April 1893. His learned friend, in opening, had suggested that the would be able to make the principal part of his case hang upon this contract for purchase in 1893. It was now found that a technical breach was committed at the time of the contract for the sale Mr Ward was running the works, he was left in possession of the works, and the contract of sale gave the defendants no right whatever to interfere in any way whatever with the control of the works. If any damage did happen from the mere acceptance of that offer seeing that nothing whatever was done to alter the position as between Nelson Bros, and Mr Ward after that date until the end of the term, it could not be said that any damages of a substantial nature had followed from the purchase of the works in 1893. All the damage that had been complained of—all the damage that had been led to them in the evidence—had been brought about before the purchase of the works in 1893. Mr Cuthbertson had said that the damage was due to the defective clearing of their works, the acceptance of inferior sheep from Mr Ward, and the non-concession of the 2½ per cent, on freight. Now, these were matters which were the subject of complaint during 1892. There was no pretence that after April 1893 there were more complaints from the Southland Company. They were still struggling to get the per cent, commission, but there was no complaint as to clearing their works or of the inferiority of the sheep accepted from Mr Ward. It was, indeed, during that time that Mr Ward's brand acquired the name which made Mr Nelson so reluctant to give it up. There were no complaints occurring after April 1893, so that the contract for the purchase of the works could in no way have affected the damage which the Southland Company suffered, and he confidently submitted that the jury could not grant them any damages in respect to that unless the theoretical ¼d damages was found against them. He would deal a little more elaborately as to the other matter, what they had to find as damages in respect to the output contract was the damages which would compensate for the loss which naturally flowed from the breach—that was, the loss which in the ordinary course of things flowed from the breach—that, he took it, was the ruling which his Honor intended to give them in this matter. It was not everything that a man suffered after a breach of contract that he was entitled to recover damages for. For instance, a man agreed to buy certain goods which were not delivered to him, but it did not follow that all the profits he would have made on those goods would be allowed as damages. The law said: No, we will give you as much money as would have enabled you to replace the goods. That was a very simple case, but here they had a more complex one, and he would ask them to look at in this way: They were sought to be charged with all the losses that the Southland Company had suffered during the years 1892-93. That was what his learned friend had invited them to do by the production of the balance sheets for those two years. He must put it to them in determining whether the output agreement was the cause of that loss, that before the output agreement was entered into the Ocean Beach Works were there. That was one thing. They could not, of course, prevent the Ocean Beach Works being there. The defendants had tried their best to stop them being erected, but in that they had failed. The works were already there. Then what was the next element which had to be considered?—the personal resources of Mr Ward himself. Now it, had been suggested that Mr Ward would have shut up his works if he had not got the output contract, but there had not been the slightest evidence to bear out that contention. Mr Ward evidently had resources to put up the Ocean Beach Freezing Works; but it was plain that the Matura works, where they had not to provide steam power, had cost £25,000. Mr Ward was evidently a man who had resources at his back, independently of the Nelsons. These works being there before the Nelsons came upon the scene at all, there were two factors ready to operate in competition against the Southland Company. There was the fact of these works being there ready to start—their mouths were open to receive sheep; and then there was the further fact that Mr Ward was determined to commence freezing operations. Mr Ward, evidently from the description of his character given in the correspondence, was a man of considerable

enterprise; a man not easily beaten. They had in him no ordinary man who would go to sleep over his business, but a man who was exceedingly alert, active, and eager to take advantage of any opportunities that might offer. That was an element which they must take into consideration in saying what the damages should be. It had been said that if they had not taken up Mr Ward there would have been no competition. He (the learned counsel) said that the natural consequence of the erection of the works there—ready before they were even asked to take the output; the natural consequence of that, added to the fact that they had in Mr Ward a vigilant man of enterprise and resource, must have been competition. He asked them to consider which was the more likely to have happened—that these works would have been shut up, or that they would have commenced operations? Would any reasonable man say for a moment that when Mr Ward had got his works there, if Nelsons had refused to buy the output from him, from that moment the key would have been turned in the front door of the works, that they would have been shut up, and that the £20,000 or £30,000 worth would have been left idle—that Mr Ward would have said I will have nothing more to do with freezing. The suggestion is ridiculous, yet that was the suggestion made to the jury. There were the works already, and there was Mr Ward all eager for the fight, and if Nelsons had not bought the output [unclear: some] else would certainly have done so. [unclear: What] the position? Mr Nelson had told [unclear: then] before they came upon the scene the [unclear: Bluff] been a Tyser pott, they knew how [unclear: these] ping companies love each other. [unclear: Although] had recently been driven into an [unclear: embrac] cause that was the only alternative to [unclear: cu] each others' throats, he might suggest [unclear: that] ping companies did not love each [unclear: other] much. The companies were ready to [unclear: fight] when the Tyser Company had gone to the [unclear: l] the term given to it was "the [unclear: piratical] of the Tysers." Turnbull, Martin, and [unclear: Com] were turned off and were the first to [unclear: go] Could they consider it reasonable [unclear: that] would have been no shipping company [unclear: read] combine with Mr Ward in the [unclear: operation] the Ocean Beach Works? There was [unclear: also] further fact that at the time the [unclear: output] tract with Mr Ward was entered into [unclear: there] considerable excitement in the [unclear: frozen] market. That of itself was important as [unclear: ing] the jury to draw the inference that [unclear: it] not at all unlikely that the [unclear: probabilities] all the other way—that if Nelson Bros. [unclear: ha] purchased this output someone else [unclear: would] done it. Then what did the Southland [unclear: Company] itself think of this? He could [unclear: show] by one little fact the Southland Company the selves knew very well that whether Nelson bought or not someone would. Who [unclear: w] prepared for the fight? The Southland [unclear: Company], directly they heard that Ward [unclear: was] going build. What did they do? They [unclear: got] capital, they went to Mataura, and [unclear: there] took to expend £15,000 on what [unclear: afterward] £25,000. They got works at [unclear: Walla] they bought a hulk, and they [unclear: prepared] fight—they saw that they were going [unclear: to] with opposition. As soon as Ward [unclear: was] to start they knew quite well the [unclear: oppo] would commence, and they spent [unclear: their] on the supposition that that was going [unclear: to] place which naturally followed. [unclear: And] order that this moribund company—this [unclear: com] that evidently wanted to pay its [unclear: overdrad] something of that sort—might be able [unclear: to] its legs, although Nelsons had made [unclear: a] which preserved it during the year [unclear: of] prices—1892,—it now turned round [unclear: on] Nelson and said: "You must pay all the [unclear: losses] have come on subsequently." The very [unclear: co] that saved it in 1892 was now being [unclear: used] weapon with which Nelson Bros. was to [unclear: be] tised. That was the conduct of the [unclear: Southland] Freezing Company. That was the [unclear: conduct] which they came into court in order [unclear: to] damages against the defendants. [unclear: He] leave it to the jury to say whose [unclear: conduct] the better of the two. He wished to [unclear: just] their attention to the further fact [unclear: that] the period of this competition in 1892 [unclear: and] for it was only with these two years [unclear: they] concerned—there were no freezing [unclear: works] [unclear: throughout] the colony; they were all at work. [unclear: It] was not a period during which the freezing [unclear: trade] was less. It might have been a little [unclear: less] than the previous year, but not [unclear: much]; and Mr Nelson told them in [unclear: his] evidence that no works had been [unclear: undertaken] during that period throughout the [unclear: colony]. Now, he had endeavoured to make it [unclear: clear] that the competition for which they [unclear: had] claimed damages was not competition in any [unclear: way] due to the purchase of the output of Mr [unclear: Ward's] freezing works, because anybody else [unclear: night] have purchased that output, and he had [unclear: endeavoured] to show them that the probabilities [unclear: were] that somebody else would have done so, [unclear: and] that it was far more likely to be the fact [unclear: that] that would be done than that the works [unclear: would] have the key turned in their door, [unclear: and] remain idle if the Nelsons had said they [unclear: were] not going to buy the output. He must [unclear: also] put it this way: to show that the plain [unclear: tiffs] were not responsible for the competition. [unclear: They] must allow something for what might be [unclear: called] the personal element. Something for Mr [unclear: Ward's] enterprise, and something for the fact [unclear: which] had been shown in the evidence that Mr [unclear: Ward] was the head of a very large institution [unclear: that] was concerned in a large amount of trade. [unclear: If] Mr Ward, for the sake of

advertising, had [unclear: chosen] to give 6d per lb for mutton, could that [unclear: have] been a breach? Of course they did not [unclear: know] the various motives that might induce [unclear: men] to do certain things. It might pay one to [unclear: buy] mutton or anything else for a time at a high [unclear: price] as an advertisement or in order to secure [unclear: a] monopoly of the trade. If that [unclear: had] been done could Nelsons be blamed for it. When [unclear: they] had bought the output Mr Ward [unclear: could] deal as he liked, and that had been shown [unclear: by] the fact that the Southland Company had [unclear: raised] its prices without consulting those to [unclear: whom] its output was sold. They had no control [unclear: over] the prices paid by the freezing companies, [unclear: and] if those companies choose to cut each other's [unclear: throats] that was their own concern. Supposing [unclear: the] Southland Company had chosen to give 6d [unclear: per] lb, were the defendants to be made [unclear: possible] for the loss they made in [unclear: consequence] of that, and because they wished to [unclear: ruin] Mr Ward? The thing was ridiculous, [unclear: They] could not be charged with the [unclear: consequences] of this competitive warfare because [unclear: they had] entered into an agreement to purchase [unclear: the output] of the Ocean Beach Works. He [unclear: wished], in this connection, to refer to the annual [unclear: reports] of the Southland Company for 1892 and 1893. These reports gave the reasons for [unclear: the] sustained in the company's operations [unclear: it] was pointed out that the freezing operations [unclear: throughout] the colony had been carried on at [unclear: a other] reasons were assigned, but it had [unclear: never been] suggested that the output contract [unclear: between] the defendants and Mr Ward was the [unclear: cause] of their losses. It was attempted now to [unclear: be] suggested that Mr Ward had had a better contract, and had been better able to buy; but that had been so thoroughly answered by the evidence that he would not further refer to it. He submitted that upon the evidence as it had been given it was undoubtedly the fact that Mr Ward's contract was not so good as the contract with the Southland Frozen Meat Company. He did not think any better evidence could be adduced of what was the effect of the two contracts than that supplied in the comparative statements of the cost of mutton bought from the Southland Company and Ward respectively. They had there in parallel columns the exact quantities bought and prices paid for each, and never in any single instance did Mr Ward's price come up to that given to the Southland Frozen Meat Company. He did not know what reason Mr Ward had for competing so strongly with the Southland Company, but no doubt he wanted to extend his business, and probably considered that after two or three years he would be able to get a monopoly. That was perfectly legitimate business, and what sheep freezers throughout the colony were doing. However, it was not the defendants' affair, and was not anything for which they ought now to be made pay. His Honor would probably direct them that this was an element they would have to take into consideration in saying whether it was part of the natural consequences of the breach that these high prices were given. The learned counsel then referred to the balance sheets of the company to show the causes assigned by the company for its losses, and submitted that not one penny of the increased expenditure referred to was in consequence of the output contract, but had flowed from the intention of the Southland Company to keep out the opposition works in 1891. Then there was another important point: that although before the works in 1891 were entered upon the Southland Company had a credit balance at the bank, in 1893 they were paying £1800 per year interest on their bank overdraft? In what position was the company likely to be in even to carry on its ordinary work with an overdraft on which they were paying £1800 per annum interest? and yet it complained that its position in 1893, as compared with 1891, was due to the output contract, when they could plainly see, told by its own balance sheet, that it was the erection of the Maitua works that had handicapped it. Then Mr Cuthbertson's evidence showed that the hulk had cost them £800 in one year. There were one or two other very interesting things told by this balance sheet, showing to what really the losses of the company were attributable. While he had the balance sheet in his hand he would call their attention to the last paragraph but one of the report of 1893, which was as follows:—"As growers are aware, the company's contract with Messrs Nelson Bros, is now expired, and the firm has entered into possession of the Ocean Beach Freezing Works.

As this company has now no contract at a fixed price, we cannot as hitherto offer growers a certain price for any period of time, but we are prepared at all times to offer the very highest price for mutton that the state of the London market will permit, and our arrangements for the disposal of our output are such as to enable us to place our clients on the very best footing and equal to any other company in the colony." There they say having no firm contract now they could not enter into any long contract, and were going to buy as best they could. In the year 1894 £20,000 from two companies were brought into the Southland Company, and what was the result of this resolution on the part of the directors to run free from any fixed contract? They lost about £29,000. That was a material point, as showing that the contract they had with Nelsons kept up their position in the competition that went on, and it was when they got free from Nelson Bros, that they lost all their money. Then he would like the jury to look at this point. The company itself was the best judge of what was the best cause of its loss, and as emphasising that fact there was an absolute silence in all the reports that were put forward until 18 months after the agreement was terminated—there was an absolute silence of any claim against Nelson

Bros, on account of Ward's output. In 1893 the Southland Company was heavily indebted to the bank, and it was more likely, if there was the least possible chance of getting any money out of Nelson to put them right, they would have tried to get it if they had dreamt that the output agreement was the cause of their losses. A strong incentive existed for their taking action, and yet there was absolute silence on the matter. He concluded by stating that Mr Nelson had thought fit to fight the case right through in order that the whole thing might come before the court and show that he was an honest man.

Sir Robert Stout said that Mr Hosking had told the jury that the reason Mr Nelson had fought this case in court was really for advertising purposes.

Mr Hosking interjected that that was not so.

Sir Robert Stout maintained that that was what it amounted to. He wanted the public to say he was an honest man. The jury, however, had nothing to do with Mr Nelson's honesty. The men on the plaintiff's side were just as honest as Mr Nelson. The point was what damages the plaintiffs ought to recover from two points of view. First as to the output contract, and then as to making the contract to purchase the Ocean Beach Freezing Works. How did they arrive at this question? What was Mr Nelson looking at? Mr Nelson did not enter into the contract with Mr Ward on sentimental grounds; he thought it would pay him, and it was quite right that he should look at it from that point of view.

Mr Nelson thought there were other [unclear: works] be started; he wanted to keep his [unclear: finger] Southland sheep; he had works in the [unclear: N] Island, but he knew that the North [unclear: Is] sheep were not equal to the South Island [unclear: sh] though they were branded with Nelson's [unclear: b] he wanted to come in here and get his [unclear: sha] not the monopoly, of the Southland [unclear: sheep.] first intention was to start works at [unclear: Milton,] apparently that did not "gee." He [unclear: had] contract with the Southland [unclear: Company,] when the three years' contract was [unclear: a] expiring he met Mr Ward and [unclear: tho] "That is not a bad fellow [unclear: to] on with; I must keep Ward [unclear: on] side." Mr Nelson thought he [unclear: could] good use of Mr Ward, and a thing which [unclear: re] mended Mr Ward strongly to him was [unclear: that] (Mr Ward) was a Cabinet Minister; and [unclear: tunately] it was Mr Nelson's opinion [unclear: that] politics and management of public [unclear: busin] were such that to have a Cabinet [unclear: Minister] his arms would be an enormous [unclear: advantage] him from a business point of view. [unclear: That] the position, Mr Nelson saw that Mr [unclear: W] would be useful to him and stopped at [unclear: no] to get him with him. Mr Nelson was [unclear: look] his own interest, and if he was going [unclear: close] the wind, as he undoubtedly was, and if [unclear: he] stepped across the bounds he had to pay [unclear: fr] Let them leave all the nonsense about [unclear: sup] men, and honest men, and [unclear: honourable] That was not the point. The plaintiffs' [unclear: men] as honest and honourable men as Mr [unclear: Nel] but they did not ask for damages because [unclear: of] The jury had to come to the question as [unclear: ord] business men, to put it on a sensible [unclear: bos] footing, and to leave all bosh out of the [unclear: ques] The defendants had chosen to make a [unclear: ces] which was a breach of their [unclear: agreement] the plaintiffs, and the question was, [unclear: what] the plaintiffs suffered? Did the [unclear: jury] that all through the thing that [unclear: Nelson] were determined that the Southland [unclear: Cor] should get no advantage over Mr [unclear: Ward] they were determined to stick to Mr [unclear: Ward] prevent him from failing so that [unclear: when] had got Mr Ward in their arms they [unclear: could] do what they pleased with the Southland Company and bring them into [unclear: their] also, and Mr Nelson predicted that he [unclear: w] have both the Southland companies in [unclear: his] and that he would have the whole control [unclear: of] Southland trade; and Mr Nelson failed [unclear: been] two shipping companies came to the [unclear: assi] of the Southland Company and [unclear: put] [unclear: money] and the shareholders came also, as Mr [unclear: N] had told them, and put £21,000 in? If [unclear: that] not happened the Nelson Bros. [unclear: (Limited)] would have succeeded in swallowing [unclear: the] of the Southland mutton. Mr Nelson [unclear: had] that stake; and it was for the jury [unclear: to] "Very well, you have played for a heavy [unclear: sta] you have got your Cabinet Minister, [unclear: and] have got the Ocean Beach Works, but [unclear: you] not got the Southland works; and having failed and broken your contract yon have to pay for it." They had to deal with Mr Nelson's honesty. Mr Nelson was not posing for his honesty, and if he had broken his contract the plaintiffs had right to damages, and the nonsense that had been talked about honour and honesty had nothing to do with the contract. If Mr Nelson had overstepped the mark he had to pay damages. Was not the output contract an immense benefit to Mr Ward and a great injury to the plaintiffs? Mr Reid, writing to the London people on the 8th October 1891, said that if Mr Ward "can get anyone to buy his meat competition will be keen; if not, he will probably be glad to sell out after working for a year or two." Mr Reid meant by that if Mr Ward attempted to work without a firm contract, how was he to finance? The getting of the firm contract from the Nelsons was of enormous advantage to him, for he was in this position—the firm contract for two years was simply financial safety for Mr Ward. He could then go to a bank and say that every sheep he bought was immediately frozen, for the Nelsons were bound to clear his works, and he could get cash—that was a financial safety for him. Was that contract most injurious to the

plaintiffs? Then there was the suggestion, "Oh, some-body else might step in." Who was the somebody else? Perhaps the shipping companies? Did the shipping companies ever buy meat? The jury would have to say that with respect to the output contract the loss the plaintiffs sustained by it was considerable. According to Mr Cuthbertson they had sustained a loss of even more than the £30,000 they claimed. Take their balance sheets and see what the company was before—they went steadily to the bad under this competition,—and then see if they were not entitled to substantial damages. Then let them look at the other contract. Did they as commercial men want to say that if they had got to finance and went to a bank and said, "Here is a firm contract: our works are sold for £32,000. We have got to get payment a few months hence"—it was just the same as if Mr Ward had got a promissory note at eight months—did they mean to say that they could not go to any banker in the world and finance on that? Let them look at the enormous advantage it was to Mr Ward in financing to get Mr Nelson to buy the works in 1893. Why did he need to finance? Why was he anxious to sell the works at the end of 1892? It was perfectly apparent from the correspondence that he found that in 1892 his freezing works did not give him a profit any more than the Southland Company. Mr Warren's evidence showed that, for Mr Ward was getting less per lb for his sheep than the Southland Company were getting, and he was paying more. That was the evidence—it was the Evidence of Mr Nichol and Mr Cuthbertson that they always paid less than Mr Ward. His loss must have been greater than the company's, and it was no wonder that at the end of 1892 Mr Ward said he must finance. How did he do it? He went to Mr Nelson and got him to buy the works, and got a firm offer which was equal to a promissory note for £32,000. It was quite a proper thing to do—there was nothing wrong about it in the slightest degree. It was a way to finance, and it helped Mr Ward against the Southland Company; and if the jury believed that that helped Mr Ward to fight out the battle of 1893 the company were entitled to damages for that breach also. And that was the whole case. All the talk of four days had come to this point: what damages were the plaintiffs entitled to get. If he (Sir R. Stout) talked to them till the following morning he could not put it in any other way. What did the jury think the plaintiffs had lost? If they thought it was £30,000 or £20,000 or £10,000 the company were entitled to get that. It was all very well to say that the Nelsons did not mean to break the contract. It had been suggested by his learned friends that the plaintiffs should have taken the opinion of counsel for £1 or £2—that was all they appeared to be able to give in Invercargill—(laughter)—to ask if the Nelsons had broken the contract. Mr Nelson might have had an attorney in his office. At all events, Mr Nelson had done a wrong—a wrong in a business thing. All the talk about honesty and intention would have been very well in a dog-biting case, but this was a commercial case, and not a tort. The jury had to see, as business men, how much damage the plaintiffs had suffered through the Nelsons' action and he was sure they would act fairly between the parties. He would put this question to them: Had the Southland Company been injured by what Mr Nelson did? They had nothing to do with motive. Nelson's motives might be of the highest and purest character. If the plaintiffs had suffered damage through his action, it was the bounden duty of the jury on their oaths to award substantial damages; and he was sure they would admit, after hearing Mr Cuthbertson, who was not now practically connected with the company—if anything, he might have possibly had reason for soreness because he was no longer secretary or manager of the company,—there was no doubt that the company had suffered. If the jury thought the plaintiffs were entitled to damages they must give them, and all the suggestion that the action ought to have come before, and that it did not come till the bank pressed the company, had nothing to do with them—it had no right to come under their consideration at all. That was, moreover, all nonsense, because they had the evidence of Mr Cuthbertson and Mr Nichol that the directors of the company had considered at an early stage whether the output agreement was a breach, and they had held over till they obtained further evidence.

Mr Bell: No, no.

His Honor: It was just discussed, I think, very soon after it was entered into, and then it was dropped.

Sir R. Stout: Why was it dropped? Because the rumour was in the air that the works belonged to the Nelsons, and he supposed that the directors wanted evidence to clinch that. Why did they believe that? Because they could not believe, if the Nelsons only were buyers of sheep, that what went on could go on. And Mr Nelson was not a mere buyer of sheep. He wanted to make a profit out of Mr Ward, and he at last landed him in his arms, and that was the reason of the contract with Mr Ward and of the increase in price. Mr Nelson had wanted to keep Mr Ward with him so that he would become in fact his partner, and he had got him, and he had now to pay for it. He (Sir R. Stout) submitted to the jury that the evidence proved conclusively that the plaintiffs were entitled to substantial damages. He had taken about one-third the time that his learned friend had occupied, and he had put to them what needed to be put, and that was: "How much money will you give us."

His Honor, addressing the jury, said: The first issue you have to determine is, fortunately, comparatively simple. The real difficulty is in the points of law which may be discussed and determined on a future occasion. For the present, and for the purpose of obtaining your opinion as to the amount of damage that the plaintiffs have suffered, I have ruled that, as a matter of law, there have been two breaches of the agreement which the plaintiffs have entered into with the defendants, one of the breaches being the output contract which the

defendants made with Mr Ward in 1892, and the other being the contract to purchase the Ocean Beach Works which the defendants made with Mr Ward in 1893. I shall ask you to determine first what amount of damage the plaintiffs have sustained in respect to the first breach, and, secondly, the amount of damage sustained in respect of the second breach. The determination of these amounts of damages will be all that you are called upon to do. The contract which the plaintiffs made with the defendants was made, as you are aware, in 1891. At the time when it was made there had been a previous contract with a short time to run, and this present contract was a firm contract for the three years 1891, 1892, and 1893 that the defendants should buy the output of the plaintiffs at certain prices. A part of this contract was clause 8, which has already been before us. There is no need for me to read it again. If that clause has not been infringed by the defendants, then there is no cause of action. If the purchase of the [unclear: out] is not an infringement of that [unclear: clause,] obviously the concessions, if any, [unclear: which] defendants made in Mr Ward's favour [unclear: are] in themselves an infringement of that [unclear: cla] Apart from that clause the bargain is: [unclear: that] an output is purchased the plaintiffs [unclear: are] put in the same position as the [unclear: purchasers,] however, the purchase of the output is [unclear: ar] infringement of the eighth clause, as [unclear: assisting] the use of Mr Ward's works, then in [unclear: coning] how far the plaintiffs' interests [unclear: have] affected by that breach you will [unclear: property] into consideration all the circumstances [unclear: of] breach, and if it be a breach of [unclear: contract,] more favourable the terms given to [unclear: Mr] of course the greater advantage it gives [unclear: to] Ward, and it might reasonably be [unclear: supp] that corresponding disadvantage to [unclear: the] tiffs a would ensue, and such [unclear: disadvantage] probably be considered a matter of [unclear: damage] As I have said, however, for the purposes [unclear: of] present case—for the purpose of [unclear: getting] opinion of the amount of damages—I [unclear: rule] the purchase of the output is a breach [unclear: of] eighth clause of the contract, and also [unclear: that] agreement for the purchase entered [unclear: into] 1893 is also a breach. I rule that [unclear: these] breaches for the purposes of the [unclear: preset] proceedings, the only breaches of which [unclear: then] evidence. The contract was entered [unclear: into] 1891 between the plaintiffs and the [unclear: defend] for the purchase of plaintiffs' [unclear: meat] defendants. At that time the company [unclear: was] a good position. In 1891, however, [unclear: there] opposition threatened by Mr Ward, [unclear: and] plaintiffs, in conjunction with the [unclear: defendant] did their best to stop Mr Ward from [unclear: star] opposition works. Messrs Nelson had [unclear: a] at Matura, and they were anxious [unclear: that] plaintiffs should acquire that site [unclear: and] works for the purpose of preventing [unclear: comtion,] the Matura site being a specially [unclear: favourable] one for freezing purposes on [unclear: account] the water power. Messrs Nelson had [unclear: acq] that site and handed over their right [unclear: in] the plaintiff company, and the plaintiff [unclear: company] started freezing works there, [unclear: which] ultimately completed. In the end [unclear: of] however, all parties were satisfied [unclear: that] Ward's works would be really erected [unclear: at] Ocean Beach, and that it was really [unclear: not] on Mr Ward's part. The defendants, [unclear: see] was hopeless to prevent Mr Ward starting [unclear: in] beginning of 1892, entered into the [unclear: arment] complained of—that they should [unclear: pur] Mr Ward's output. As I have said, the [unclear: pur] of the output was a breach of the [unclear: con] You have to consider what damages the [unclear: p] tiffs are entitled to recover in respect [unclear: of] breach. The damages must be such as, [unclear: in] opinion, naturally flow from the [unclear: bcea] damages that plaintiffs would not [unclear: have] if Messrs Nelson had not entered [unclear: into] arrangement with Mr Ward. It is [unclear: con] on behalf of defendants that if Messrs Nelson had not purchased Mr Ward's output, somebody else would; or, at any rate, that it would be unreasonable to expect that Mr Ward, having gone to very great expense in building the works, would simply, when they were completed, lock the doors and not start working. Obviously, however, it was not in the contemplation of the plaintiffs that there would not be competition by Mr Ward irrespective of any possible arrangement which Nelsons might enter into, It the plaintiffs had not thought that there would be competition between Mr Ward and themselves after the works were erected, the plaintiffs would have had no object in using the exertions they did to anticipate Mr Ward. What everybody anticipated in 1891 before there was any probability of any arrangement between Messrs Nelson and Ward was that the natural result of Mr Ward's action would be competition, and that there would be a battle between the Southland Company and that gentleman, and they girded up their loins accordingly. That circumstance—if your opinion goes in the direction I have indicated—that there probably would be competition in any case, arrangement or no arrangement between Ward ana Nelson,—of course would property be taken into consideration in estimating what damages the plaintiffs are entitled to recover. The plaintiffs are not entitled to recover damages from Mr Ward's competition because Messrs Nelson had no part in starting the buildings and putting Mr Ward in a position which enabled him to compete, but they are sotitled to damages in respect of injury which is done to them by the aid Messrs Nelson gave to Ward in that competition by reason of entering into the output contract, and it is for you to determine what, in your estimation, the amount of such injury is. The financial position of the company in 1891. was this: that there was a net balance of £1248. That represented the net profits for the year 1891. Mr

Cuthbertson made a somewhat different statement. On examination of the balance sheet—which of course shows everything—it is perfectly clear that if my figures are correct there was at the beginning of the year to the credit of profit and loss account £2571, and carried forward at the end of the year £3769. But during the year 1891 there was an amount allowed for depreciation on machinery and buildings of £1500, which is of course not part of the net profit; and there was also a bonus of £1500 to shippers, and that of course is not part of net profits. Next year the bonus does not appear in the balance sheet, but, in fact it was given in a different form. So in considering the amounts of 1892 the fact of there being no bonus to shippers is immaterial. What we have in 1891 is that there was a net profit of £1248, and that during that year £1500 was allowed for depreciation. In the year ending 31st December 1892—and it is during this year that the first loss with respect to which the plaintiffs' claim accrued—there was neither profit nor loss—things were exactly square. The sum of £722 was allowed for depreciation on machinery and buildings, and it is of course to be assumed that that sum was a sufficient sum. I don't think there is anything to show it was not sufficient sum for depreciation, so that we have in 1892 neither profit nor loss, but the net results of the year were £1248 worse than they were in 1891. Then in 1893 we find that it was all loss—that there was a sum of £5955 lost, and during that year there was nothing allowed for depreciation on buildings and plant, though I suppose it must be assumed that something should have been allowed for depreciation. That, therefore, is the loss which the plaintiffs sustained in their operations during those two years. They also say this: that there is a further contingent loss during these two years because of this cause. In the beginning of 1893 the Mataura Freezing Works were in full operation, and they say that if they had been able to compete in the purchase of sheep that they would have been able to make full use of these works—that they were in a position, so far as freezing was concerned, to start and freeze 1100 sheep per day, and were in a much better position to carry on that business than in 1891, but they were unable to do so. As I have said, however, the loss, which actually appears from the balance sheet—the loss that appears from the balance sheet in 1892 is merely a loss of profit, but in 1893 a loss of £5955, and nothing written down for depreciation. The plaintiffs claim that they are entitled at any rate to the whole of the losses as shown by the balance sheet to have occurred in those two years. Mr Cuthbertson estimates that the loss from that cause is £30,000 during those years. It is difficult to see how that comes. In 1894, after £20,000 had been put in by the shipping companies, there was a loss of £16,500. With that, however, we have nothing to do. No part of that loss can be considered as resulting from any possibly suggested breach of contract on the part of the defendants. I have given you, then, the position of the company as shown by the balance sheets for the years 1892 and 1893, when it is suggested losses were made through the action of the defendants, and it is for you to say whether any, and if so what amount, of these losses, were caused by such action. His Honor then proceeded to add that he need hardly say that the fact that the company during these two years had lost money was no reason why the defendants should be called upon to pay, even although they had broken their contract, till it could be shown that the losses, or part of them, followed entirely from the wrongful act of the defendants. They had the reports and balance sheets before them, and the report of 1892, which was the first unsatisfactory one, gave the number of sheep that were frozen in 1891 and 1892, and those figures showed a falling off in volume of business transacted "by the excess competition of a private firm." The report of the year 1892, however, showed no surplus after writing £722 off for depreciation of buildings, and they said when the entire works were completed they would be able to freeze at a lower rate than any similar concern in New Zealand. But the cost of the buildings proved greater than was supposed. After further referring to the balance sheets of the Southland Company, his Honor said it would be seen in the report for 1893 the circumstance that Messrs Nelson Bros had taken the whole of the Ocean Beach output was mentioned, and no objection was taken to that course being pursued. As he had said, however, as a matter of law the fact that the output contract was a breach of contract in the first instance, and the plaintiffs became aware of the Ocean Beach contract and did not object to it, was not in law an answer to a claim by the plaintiff for damages accruing from such a breach of contract. There was this, however, to be said, that if the plaintiffs were aware that the terms of the contract were not being complied with, and if they did not complain, it might be matter for consideration whether the damage which they now complained of really did result from the suggested breach of contract. Of course it was obvious that they were aware from the middle of 1892 at any rate of the existence of the output contract, and they never remonstrated with Messrs Nelson or complained that Messrs Nelson were injuring them by the fact of carrying out the output contract. In fact it was rather the contrary, because they complained, not that Messrs Nelson were carrying out the output contract in respect to Mr Ward, but that Messrs Nelson were giving Mr Ward concessions which he ought not to have got. They therefore seemed to have acted on the assumption that so far as the output contract was concerned, if it was a breach of contract, Messrs Nelson were not doing them any harm. However, what the jury had to consider in estimating damages was not that circumstance only, but they had to take the whole circumstances into consideration. As to the concessions to Mr Ward, his Honor said that the circumstance that the concessions were made, if it had the effect of placing Mr Ward in a better position, would be an element in considering the damage that the plaintiffs suffered. It might, therefore, be material to

consider whether Mr Ward really had an advantage which the plaintiffs had not. What object Mr Nelson had in making the concessions it seemed immaterial to inquire. The only thing it was material to inquire was whether the concessions [unclear: pla] the plaintiffs at a great disadvantage. [unclear: Go] on to speak of the arrangements entered [unclear: in] on May 1, 1893, by which Nelson Bros. [unclear: were] 1st January 1894 to purchase the Ocean [unclear: B] Freezing Works for £32,000, his [unclear: Honor] it was difficult to say how that was not [unclear: tech] cally a breach of the contract with the [unclear: Southland] Company. It was for the jury to [unclear: say] far damages might be attributable to [unclear: this] tract having been entered into. Of [unclear: course] effect of the contract was to place Mr [unclear: Ward] a satisfactory financial position, at any [unclear: rate] far as the works were concerned, [unclear: because] Ward was very much in the same [unclear: position] there had been a bill of eight months [unclear: given] him for £16,000.

Mr Bell asked if it was to be assumed [unclear: that] Ward was in an unsatisfactory position?

His Honor went on to say that he [unclear: sho] direct the jury to take into [unclear: consideration] fact that the accommodation Mr Ward [unclear: got] to place him in funds. He did this [unclear: simply] cause if any damages could be [unclear: suggested] the breach of contract it was by reason of [unclear: th] His own opinion rather was that, [unclear: although] agreement was a breach of the contract, [unclear: yet] was simply because of that part of the [unclear: con] which related to the erection of [unclear: building] freezing works during the prohibited [unclear: period] going concern. However, for the [unclear: purpose] direction he should interpret the breach [unclear: in] same way as Sir Robert Stout [unclear: suggested-] the effect of it was to strengthen Mr [unclear: Ward] position.

His Honor then submitted the [unclear: follow] issues to the jury:—(1) What damages [unclear: are] plaintiffs entitled to recover in respect [unclear: to] breach of contract by the defendants in [unclear: ecing] into the output arrangement [unclear: with] Ward? (2) What damages are the [unclear: plai] entitled to recover in respect to the [unclear: agreement] of May 1893 to purchase the Ocean [unclear: B] Freezing Works?

The jury retired at 8.38 and [unclear: retur] to court at 10.7 with a verdict [unclear: of] on each issue. Costs were fixed as per [unclear: sa] with allowance for second counsel [unclear: and] days' disbursements, and witnesses' [unclear: expen] interlocutory costs to be settled in [unclear: Cham] Execution to be stayed until the [unclear: terminat] the Court of Appeal.

By consent Mr Bell moved for a [unclear: nonsuit] new trial on the grounds of [unclear: misdirection] non-direction, and to reduce damages.

It was arranged by consent that the [unclear: mo] should be removed to the Court of Appeal.

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Front Cover

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DUNEDIN, N.Z.,

JANUARY, 1895.

DEAR SIR,

We published in 1891 a small pamphlet, advertising our success in obtaining the First Award at "The N.Z. & S.S. Exhibition against the world, also a Special Award, for the best Cement exhibited." That the Awards were fully appreciated by us goes without saying, and that we have been jealous of maintaining the good opinion expressed by the jurors is evidenced by the general favour our "*Maori Brand*" has obtained throughout New Zealand.

We have now an established reputation for producing a Portland Cement guaranteed fully equal to the best average English Cement—it is therefore obvious that the use of the guaranteed local article will be more satisfactory than that of the imported Cements, which may be good, bad, or indifferent.

We now offer for your acceptance the accompanying notes on Portland Cement, at the same time heartily thanking the numerous architects, engineers, contractors and others who have so loyally supported our industry.

We are,

Yours faithfully,

Milburn Lime & Cement Co. Ltd.

vignette

It will, no doubt, be of interest to our readers who may not have expert knowledge of this subject, to have a concise description of the method of manufacture, mode of testing, and general information as to the uses and proper treatment of Portland Cement.

Historical.

To John Smeaton—the engineer of the memorable Eddystone Lighthouse (built about the year 1756)—must be given the honour of first discovering "the real cause of the water-acting properties of limes and cements consisted in a combination of clay with carbonate of lime." This discovery upset the prejudices of more than 2,000 years adhered to by all former writers, from Vitruvius in ancient Rome to Belidor in modern France and Semple in England, who all asserted "that the superiority of lime consisted in the hardness and whiteness of the stone."

Dr. Michaelis, of Berlin (our highest authority on cement), says, "The Eddystone Lighthouse is the foundation upon which our knowledge of hydraulic mortars has been erected, and is the chief pillar of modern architecture. Smeaton freed us from the fetters of tradition by showing us that the purest and hardest of limestone is and the best—at least for hydraulic purposes—and that the cause of hydraulicity must be sought for in the argillaceous admixture."

The next step of importance was the obtaining of letters patent by Joseph Aspdin, a bricklayer of Leeds, in the year 1824 for a method of making a cement or artificial stone, which he called "Portland Cement"—from its similarity to Portland Stone—thus originating its present name.

Many other patents were granted about this time for [unclear: making] artificial hydraulic lime, but to Aspdin probably belongs the [unclear: discovery] that a high temperature is essential in order to obtain a higher [unclear: specs] gravity, and thus produce a superior article to hydraulic lime.

The first works established were erected by Frost in 1825, [unclear: subs] quently purchased by Messrs. White, but owing to the keen [unclear: competition] by the makers of Roman Cement, little headway was made [unclear: u] the superiority of Portland Cement over Roman was [unclear: established.] 1850 the process was so crude, and the article held in so little [unclear: estimation], that there were only four small factories in operation.

In England alone there are now about 9,000,000 barrels [unclear: made] each year. The process is practically the same as that [unclear: adopted] years ago. With the exception of a few factories in the [unclear: midland] counties, all the cement is manufactured on the Thames and [unclear: Medway]

The consumption of cement throughout the world is [unclear: enormous]-Europe producing over 20,000,000 barrels per annum.

Germany commenced making cement in 1852—to-day there [unclear: a] over 60 large works, with an annual output equal to that of [unclear: England] The raw materials used in Germany are not so pure nor so [unclear: easi] manipulated as those obtained in England, yet with scientific [unclear: method] and very cheap labour this country has produced a cement equal [unclear: t] the best English article at a price that enables it to command a [unclear: large] share of the world's consumption.

In France the industry has grown very slowly. In 1880 [unclear: the] production was estimated at 750,000 barrels per annum, at the [unclear: present] day it has increased to nearly 2,000,000 barrels. The works of [unclear: the] "French Cement Co.," which is the largest factory in the world, [unclear: tu] out about 800,000 barrels per annum.

Russia has about eight Portland Cement works, producing [unclear: about] 900,000 barrels per annum.

Belguim has an output of 800,000 per annum.

Norway, Denmark, and Sweden, with 10 factories, produce about one half the output of France.

In America the Portland Cement industry may be said to be [unclear: still] in its infancy, owing to the raw materials being difficult to [unclear: trest] Upwards of 3,000,000 barrels per annum are imported from [unclear: Europe] and a natural cement or superior hydraulic lime known as "[unclear: Rosendale]" is also very largely used. In 1891 the writer inspected works on [unclear: the] Hudson River where many thousands of pounds had been lost in [unclear: the] endeavour to make Portland Cement from an unsuitable [unclear:]

deposit] Beyond two or three small factories the industry does not exist, [*unclear*: but] there is evidence that the Americans will not allow this state of [*unclear*: things] to continue.

Coming nearer home we have factories in South Australia, Victoria, New South Wales, and New Zealand.

The position of the industry in this colony is not as promising as would be expected when it is considered that we have established a reputation for supplying an equable and reliable article, the demand for which has steadily increased year by year.

Many leading engineers and architects prefer to specify the "MAORI BRAND"—with our guarantee—rather than risk obtaining foreign cement of inferior quality, which is well known to find its way i to the colonial market.

There is room in this country for five times the number of works with an output as large as our own, which would find employment for many men, and circulate in the colony the thousands of pounds that are yearly paid to England and Germany for cement. Moreover, our own output could be easily doubled if the demand warranted the extension of the works, our supply of raw materials being practically inexhaustible.

This, and indeed with all other *bona fide* colonial industries,; deserve the hearty support and consideration of the colonists, especially in the existing state of severe depression.

The question may very reasonably be asked—"How can foreign makers compete with you, handicapped as they must be with freight and other charges?" To this we answer, "*that the current rate of wages in this colony is Twice that paid in England, and nearly Three Times that of Germany*"; while as to freight, many shipowners bring out cement as ballast or at merely a nominal rate.

In the face of this we ask you all To Follow the Good Example Set by Our Present Government, and specify and use colonially-made cement only.

Manufacture.

Portland Cement is made from materials containing certain proportions of lime, silica, alumina, and oxide of iron.

In England it is made from a mixture of chalk and river mud—the two being washed, ground, dried, calcined and ground. This is known as the "Goreham," or "semi-wet process, and is the one adopted by us.

The old-fashioned method, known as the "wet" process, viz., washing with an excessive quantity of water, pumping into "backs" (large tanks) to precipitate the solid matter, and then draining off the excess of water, is one never adopted by modern manufacturers.

H. K. Bamber, F.I.C., on Portland Cement manufacture, gives the following analyses as being most suitable for cement-making materials, which, compared with our own, appear analogous:—

The standard English should be approximately:—

Magnesia is considered by many experts to be a dangerous compound in cement, and its effects were thoroughly investigated after the failure of the Aberdeen breakwater.

Mr. William Smith, M. Inst. C.E., of Aberdeen (who was employed with Prof. Brazier and others), after making elaborate investigations asserted that—"Magnesia in Portland Cement was only weakening when a higher proportion than two per per cent, was present." The same authority states that—"The presence of two to three per cent, of sulphuric acid in Portland Cement did no appreciable harm."

Dr. Michaelis does not consider that a cement containing up to five per cent, of magnesia should be rejected on that account. Whilst admitting the risk of disturbance of bond due to an excess of magnesium salts, he states that cement in which magnesia was present to the extent of 20 per cent, was under his observation for 10 years, and showed no signs of flaw.

The average of many analyses of our cement gives:—

Having ascertained by careful analyses that the raw materials are suitable, the next step for a cement manufacturer is to adopt the most suitable plant for treating them, and to institute a proper system of regulating their admixture, that a reliable and equable cement may be produced.

To illustrate this we may describe our process, which will satisfy the most critical that the utmost care and pains are taken to obtain a first-class cement.

- The raw materials are regularly tested to decide the proper proportions.
- The mixed compound (technically termed "wash"), after thorough washing and grinding, is Daily analysed—thus making a serious error a matter of impossibility.
- The fuel used for burning is frequently analysed for sulphur.
- The product of the kilns is all hand-picked, the clinkers Only are sent to the mill for grinding. "Half-burnt" is always worked up and re-burnt. This, we contend, is the secret of our production of the "strongest cement in the market."

- The grinding is performed by an Askham Patent Pulveriser, capable of reducing three tons of clinker per hour to an impalpable powder. The sifting is effected by Mumford & Moodies' Patent Separators," which ensure a regular and fine production.
- The finished cement is daily tested for tensile hydraulicity and constancy of volume; also frequently analysed and the specific gravity estimated. Occasional experiments are made in the form of concrete blocks immersed in salt water, also subjected to the rise and fall of the tide.
- The works are under the constant supervision of a competent English cement expert.

Testing Cement.

The usual tests adopted by Engineers when using cement in very large quantities, and upon important works are:

- *The Specific Gravity.*—A properly clinkered and new cement should not be less than 3.1 after drying for 15 minutes in a dessicator. Any cement that shows this result may be accepted as a thoroughly well-burnt cement—whatever other faults it may possess. If the specific gravity is as low as 2.9 it shows either very light and imperfect burning, or old and deteriorated cement, or perhaps adulteration, and should certainly be looked upon with suspicion. Dr. Schumann's apparatus is very useful for this purpose. The result may readily be ascertained by noting the displacement of a carefully weighed quantity of cement in turpentine contained in a graduated tube; or by using a specific gravity bottle with water. In the latter case after adding the cement the whole must be well shaken for three or four minutes to prevent the cement setting.
- *The weight per striked bushel.*—The minimum is usually specified at 110lbs. This is a very imperfect method, since the slightest variation in the manner of filling is liable to make a difference of several pounds—more or less—in the result.
- *To ascertain that the cement has a right [unclear: composition]* complete chemical analysis is necessary. This determines the [unclear: p] portion of the several ingredients. The principal [unclear: constituents,] before stated, are lime, silica and alumina (generally in [unclear: combination] iron). The hydraulic properties are due to the silica and [unclear: alumina] iron. The highest standard of quality is probably attained [unclear: wit] parts Ca O 2 Si O₂, and 1 Al₂ O₃ (with Fe₂ O₃). Le [unclear: Chateli] equation is:— mathematical equation

The maximum quantity of lime permissible is still a [unclear: debati] question, Some German manufacturers fix the standard at 65 [unclear: percent].—a few English makers as high as 64 per cent.—but it is [unclear: ag] by all authorities that a greater proportion than 62 per [unclear: cent.] courting a dangerous compound.

Sampling.

To obtain a fair sample from a parcel of cement it is [unclear: necessary] take several bags, empty them into a heap and turn this [unclear: o] thoroughly. It is obviously unfair to take a sample from the [unclear: mo] of one or two bags, as there is always a danger of some of the [unclear: cene] having become dead through exposure or absorption of moisture, and therefore not fairly representing the bulk.

Before making the cement into briquettes (especially in [unclear: h] weather) spread out the sample for a few hours to ensure its [unclear: lei] cool and air-slacked, as it is most difficult in dealing with [unclear: hr] quantities for a manufacturer to ensure thorough aeration.

The quantity of water necessary to obtain the best results [unclear: cans] unfortunately be determined without ascertaining whether the [unclear: ceme] be quick or slow setting, the state of the atmosphere, and fineness [unclear: image not readable] grinding. Herein lies the chief cause of unreliable tests made by inexperienced gaugers.

The quantity of water required for neat cement varies from [unclear: 16] 22 per cent. In making sand tests (3 to 1) about half that [unclear: quantity] will suffice. Quick-setting cement requires more water and [unclear: slow] setting less.

Warm weather quickens the setting. The temperature of [unclear: the] water used for gauging should be as nearly as possible [unclear: uniform] all seasons—about 60° Fah.

Initial Set.

This is not generally understood, and yet it bears a very [unclear: important] part in correct testing, since it determines the time that may [unclear: be] occupied in gaging. After adding water and working up a pat, [unclear: it] will be observed how the excess of water lies upon the surface for [unclear: a] short time in quick-setting and for a longer time in slow-setting cement. Note the time that has elapsed since adding the water until this re-absorption commences. After that time the "initial setting" has commenced, and any disturbance will more or less destroy the constructive value of the cement.

Briquettes.

The art of briquette making can only be acquired by constant practice. It is surprising how "practical experience" excels "much theory" in this branch.

To ensure fair results great care and attention is necessary. Cleanse the moulds and iron plates thoroughly with a slightly greasy cloth. Weigh the water and the cement. After adding the water work up the mixture smartly with two trowels, breaking it up frequently and thoroughly beating it into a homogeneous mass. Transfer into the moulds when gentle rattling will leave the excess of water and cement above the level of the moulds. This is removed in smoothing off with the trowel.

It is most important to shake the moulds sufficiently to expel the air and water bubbles, and thus leave the briquette as solid as possible. The whole operation, after adding the water, should not exceed live minutes. The cement should remain undisturbed after the setting has commenced.

In hot weather it is a good plan to protect the briquettes from undue evaporation of water, by covering them with a damp cloth.

After remaining 24 hours in air the briquettes are taken from the moulds and immersed in water, where they remain until broken. The usual periods before breaking are 7 and 28 days from the time of gauging.

In taking the briquettes out of the moulds care must be exercised not to jar or cause flaws. The shape of the moulds should be such that the briquette can easily be removed without injury.

Sand Tests.

From a Manufacturer's standpoint this form of testing is inadmissible since in this country a "Standard Sand" is not obtainable.

From an Engineer's point of view it does not seem a desirable test.

Mr. Faija, M. Inst. C.E., and an eminent authority on cement, in a paper prepared for the "International Engineering Congress" of the Columbian Exposition, 1893, writes:

"The sand test consists in gauging the cement with 3 parts of sand, [unclear: which] should be of approved quality sifted to a certain size and properly washed [unclear: and] cleansed, but the difficulties of carrying out this test are many. Variations [unclear: in] the form of hardness of the grain of sand materially affect the result of [unclear: this] test, and the difficulties of the manipulation and of making solid [unclear: briquette] render it an altogether undesirable test to adopt—irrespective of which [unclear: the] test is a long one. The briquettes not being tested for 28 days after [unclear: gauging] and it is needless to say that in very many cases it would be impossible [unclear: t] wait that length of time to know the value of the material which it is [unclear: required] to use. In the author's opinion cement should be tested by itself, not [unclear: only] because the manipulation is considerably simpler, but because it is unwise [unclear: to] introduce into a test extraneous matters and complications which are [unclear: in] themselves open to considerable variations. If it is desired to ascertain [unclear: the] strength of a mortar compounded with any particular cement, then let [unclear: the] cement be gauged with those aggregates and sand which are to be used on [unclear: the] work; by this means some definite information may be obtained as to [unclear: the] strength and binding power of the mortar which is to be used; but to test [unclear: a] cement with what it is pleased to call a normal or standard sand, [unclear: gives] practically no information in this direction, and simply tends to [unclear: complicate] and confuse an otherwise simple test."

Testing Machines.

There are many varieties of tensile testing machines in use, [unclear: of] which detailed description is unnecessary. Our experience of Adie's machine is that it is thoroughly reliable.

Any machine that will admit of a regular and even strain being applied without torsion or vibration should

give reliable results.

Briquettes of 2¼ inches (1½# x 1½# smallest section) were formerly used, but at the present time briquettes 1# x 1# section are in general use, as it is found that more reliable results are obtained without the expert manipulation so essential with the larger section.

The rate at which the strain is applied will affect the result—100lbs in 10 seconds is the slowest speed that should be adopted.

For Determining Constancy of Volume.

Neat cement is mixed to a stiff paste and formed into pats [unclear: upon] glass or metal plates. One pat is kept in air, and another, [unclear: when] thoroughly set, is immersed in water. If after a day or two the [unclear: pats] remain intact and free from cracks at the edges, a sound [unclear: cement] is assured. Should the pats show crumpling or clicking the cement is dangerous—without it can be proved that the defect is due to [unclear: freshness] of grinding, which is easily remedied by air-slaking.

Some Engineers use thin glass test-tubes filled with [unclear: gauged] cement, but as nearly all good cements expand slightly the [unclear: mere] cracking of the tube would scarcely warrant condemning the [unclear: cement] A "blowey" cement would completely shatter the tube.

Tests for Fineness.

These are usually made with two sieves, one having 625 holes per square inch, the other 2,500 holes per square inch. The whole of the cement should pass through the former, and not leave a larger residue than from 8 to 10 per cent in the latter.

There is no doubt that the fineness of grinding has become the important factor in a perfect cement, but with the grinding appliances of the present day the standard cannot be raised with economy to the users, as the rate of cost appears out of proportion to the amount of improvement to be gained.

Adulteration of Cement.

To the majority of our readers the statement "adulteration of cement is very generally practised by certain English and foreign makers *for the purpose of cheapening the product*" will appear almost incredible.

We have, nevertheless, before us a copy of "Proceedings of Manufacturers of Portland Cement," in connection with the meeting held 12th November, 1894, in London. The object of the meeting being contained in the following letter, which was addressed to the "Manufacturers of Portland Cement in England."

2 Suffolk Lane, London, E.C.,

26th October, 1894.

DEAR SIRS,

We are desired to call your attention to the following circumstances seriously affecting the trade in which you are engaged.

It is becoming notorious that several manufacturers of English Portland cement are largely adulterating their manufacture by the mixture of Kentish rag stone, other stone, furnace or oven ashes, disused or exhausted fire-bricks, or other inert material, and so bringing disrepute upon the good name English cement has hitherto borne in comparison for quality with cement of foreign manufacture. Such practices are so detrimental to the best interests of the cement trade, both by the discredit which is thereby attached to English manufactures, and the unfair competition in prices thereby rendered possible, that it is now proposed to establish an Association of English Cement Manufacturers for the purpose of dealing with, and, if possible, putting a stop to a practice so unprincipled and disreputable, and so calculated to perpetuate an injury to the trade.

We are instructed to enquire if you would be willing to join an Association of Cement Manufacturers for this purpose, and if so we shall be glad to hear your views on the subject, and to know if you would attend a meeting presently to be convened.

We are, gentlemen, your obedient servants,

(Signed) RENSRAW, KEKEWICH & SMITH,
Solicitors.

The principal object of the meeting held, as before stated, was to form an Association of Cement Manufacturers—eligible to those only who were prepared by statutory declaration to affirm that they had never wilfully adulterated their product, for the purpose of cheapening its cost, by the admixture of inert material.

The result of the meeting is still more unsatisfactory since [unclear: c] four cement makers made the declaration referred to.

We have great pleasure in publishing their names, viz:

- Messrs Knight, Bevan and Sturge
 - The Wouldham Cement Company
 - Messrs J. C. Barron and Co.
 - The Tower Portland Cement Company.
- Shortly afterwards the
- Burham Brick, Lime and Cement Company
 - Messrs William Lee, Sou and Co.
 - Messrs Weston and Co.

also made the declaration and joined the Association.

Beyond drawing attention to these facts, we have no wish [unclear: to] more than this: *We have never added inert material of any [unclear: descrip] to our cement*, although our trade has naturally suffered severely [unclear: fr] competition so grossly unfair.

That adulteration of Portland Cement is also practised in [unclear: Ger] may be gathered from the fact that Messrs R. and W. [unclear: Fresenius] eminent chemists) were employed by the Society of German [unclear: Cen] Manufacturers to investigate the subject, and to [unclear: determine] principal characteristics of pure cement which these authorities [unclear: fo] to be—

- Specific gravity of 3.125 (certainly not less than 3.1)
- The loss on ignition should be between 0.34 and 2.59 per cent.
- That 3 grammes of cement should absorb from 0 [unclear: to] milligrammes of carbonic acid.
- That the alkaline substances extracted by water [unclear: form] gramme of cement, should correspond to from 8 to [unclear: 12.5] centimetres of decinormal acid.
- One gramme cement treated with normal acid, [unclear: should] tralize between 18.8 and 21.67 C.C. of it.

Uses of Cement.

There is no material in modern engineering that is more [unclear: usef] architects and engineers than Portland Cement; and none [unclear: which] been so successful in its adaptation to so many and varied works.

It is probable that before many years its application will [unclear: supp] the use of iron for various purposes, as it has already to a great [unclear: en] taken the place of timber.

The following amongst many others, are some of the [unclear: nume] examples of its utility:—

Water tanks of concrete are less costly than iron ones, they [unclear: image not readable] more easily cleansed and everlasting, also the water is kept cooler.

Tanks for the storage of liquid manure should in two seasons repay the cost of outlay, besides preventing the offensive and wasteful practice of allowing a valuable product to be lost, with its ever-present danger of generating malignant fevers.

Pig-styes should be built entirely of concrete. Sheep-dips are easily built in concrete. Cow-sheds, stable and stockyard floors, cessits, garden walls, dwarf walls, piles for wooden buildings, garden paths, steps &c., are all most economically built in concrete.

For street kerbings and water channels nothing is more suitable than neatly plastered concrete; having no joints to obstruct the flow or set up accumulation, they become self cleaning.

"THE MONIER SYSTEM" of concrete construction is well worthy of a trial. The object of this method is to obtain the greatest strength and efficiency with the use of the least possible quantity of concrete, This is effected by embedding wire netting in the concrete, which reduces the possibility of fracture to a minimum; the gauge of netting varies with the class of work. In bridge work inch rod iron is used.

The system has been extensively employed on the Continent of Europe for bridges, tunnel linings, sewers, and floors of buildings; in the latter case it is especially of service in preventing collapse after fire.

N.B.—We shall be very pleased at any time to assist architects or engineers in making tests of this construction.

Concrete.

Unlike brickwork and masonry it is not necessary to employ skilled labour, any intelligent man can mix and lay concrete; at the same time the more skill and thought exercised in the manipulation, the more satisfactory will be the result.

We should be glad to see in architects specifications a clearer definition of the method to be used in the manipulation and laying—especially providing "*that the water shall be supplied through a fine rose,*" not thrown upon the heap from a bucket as may be frequently seen.

The following hints may be found useful, and if followed should ensure satisfactory results:—

The "aggregate" must be *clean and sharp*, if it contain clay, earthy substances, ashes or grease, it should be thoroughly washed.

When sand is used it should be as coarse and rough as is obtainable; fine, silty or micaceous sand seriously weakens the mass. Large stones may be profitably employed in "packing" concrete, but should be placed far enough apart to admit of the interstices being completely filled up. The proportion of cement to "aggregate" will depend entirely upon the purpose of the work. To resist pressure of water the maximum quantity of cement should be used, and the work allowed to stand as long as possible before admitting the water.

Mr. William Smith, M. Inst., C. E. Aberdeen, found from [unclear: dis] experiments as to the permeability of concrete, that three [unclear: months] required to set the work thoroughly before submitting it to [unclear: press] due to head of twenty-four feet.

The proportions range from 3 parts aggregate to 1 cement [unclear: up] 12 to 1. With proper care in the manipulation the latter [unclear: propor] gives satisfactory results where great strength is not required. [unclear: T] writer made excellent concrete up to 16 to 1, exhibited at the [unclear: N.Z.] S.S. Exhibition, with the following materials:—

- 1 part cement.
- 2 parts sharp clean sand.
- 8 parts screenings.
- 6 parts 2½inch metal.

It must be remembered the less cement used, the longer the [unclear: w] will take to harden.

A quick and accurate method of determining the voids in [unclear: broke] stones is to fill a box or other receptacle with the stones, [unclear: measure] cubical contents, then pour in the water until full—the measure [unclear: of] the water will represent the voids hence the proportion of mortar to stone.

In putting concrete into position it should never be thrown [unclear: fr] a height or sent down a shoot, the aggregate and matrix get [unclear: separate] and the value of the mass as an even and solid concrete destroyed.

After depositing, the concrete should be well rammed until [unclear: the] moisture comes to the surface. In using concrete under water, [unclear: can] must be taken that the water is still; a current whether [unclear: natural] caused by pumping will carry away the cement and leave only [unclear: cle] stone. Always provide a mixing board or platform which enables [unclear: th] workmen to freely work their shovels under the materials [unclear: to] operated upon, and prevents the addition of foreign matter. [unclear: Havi] measured the materials and the cement, turn the whole over ([unclear: with] spreading motion) twice *dry*, and in turning over the third time add the necessary quantity of water *with a rose*; turn this over once more [unclear: and] the concrete is ready to be deposited where required.

It may not be superfluous to here recapitulate a few of the point to which we specially draw attention in our first pamphlet viz:—

- That the aggregate be clean, sharp, free from clay or [unclear: dir] and thoroughly mixed with the cement before adding the water.
- That such quantity *only as will be used before setting commences* be mixed at one time. Cement that has [unclear: partially] if mixed up again, never hardens properly.
- When concrete or cement is used in conjunction with [unclear: sand] wood, or brick work, or such materials, the latter should [unclear: be] well saturated with water to prevent absorbing it from [unclear: the] cement.
- Especially for plaster work, or in testing, cement should [unclear: be] properly cooled by being spread on a dry floor for *at [unclear: least] hours before using*.

NOTE—Occasionally a suggestion is made that it would be advisable to pack our cement in casks instead of bags We beg to point out that the custom is in vogue in England where sacks are universally used, except for shipment abroad. We are always prepared to buy empties returned in good condition. Moreover, bags are much more economical than casks, as they are more easily handled and emptied, the saving of time on a large job

being very considerable

Tensile of "Maori Brand "Portland Cement, as copied from Works Register for six months:—

Briquettes: 1" Section, and were broken by Adie's machine. The Government specification is 300 lbs. per square inch at 7 days, and 450 lbs. at 28 days.

Specific gravity: Mean, 12 tests, 3.125.

Average residue: 2.500 per square inch, less than 6 per cent.

One Hundred References where "Maori" Portland Cement has been used.

- Allandale Coal Company
- Art Gallery N.Z. & S.S. Exhibition
- Anderson & Co.'s mill, stores & stables Apron, &c., Water of Leith
- Dr. Burn's Monument, Dunedin
- Benevolent Institution (Old Men's Home)
- Catlin's River Tunnel, Otago
- Canterbury Railway Department,
- Culverts, Buttresses, &c.
- Castle Hill Coal Company
- Convent Buildings, Dunedin
- Christchurch City Corporation
- Dairy Floors N.Z. & S.S. Exhibition
- Dairy Factory, Moray Place
- D.I.C., Floors & Buildings, Dunedin
- D.I.C., Premises, Christchurch
- Dunedin Salvation Army Barracks
- Dunedin City Corporation Works
- for past five years
- Dunedin Hospital Pavilion
- Dunedin Roman Catholic Cathedral
- Exhibition Buildings
- Engineering and Electrical Co.
- Residence, E. B. Cargill, Esq.
- Flour Mill, Mosgiel
- Freezing Works, Burnside
- Flour Mill, South Dunedin
- Gas Works, Retort House, P. Chal'rs
- Gas Works, Dunedin
- Gas Works, Caversham
- Granity Creek Westport Coal Co.
- Horse Sale Yards, Wright, Stephen-son & Co.
- Kaitangata Coal Co.
- Linwood Town Council, Canterbury
- Lambert's Pottery Works
- Leith Street Bridge
- Mornington Borough Council
- Mornington Public School
- Matura Paper Mills, Dam, &c.
- Manse, Burnside
- Manse. High Street
- Maori Hill Borough Council
- McLeod Bros., Ltd., Additions to
- Soap Works
- N.Z. Drug Co.'s Works, Burnside
- Nurses Home, Dunedin Hospital
- N.Z. Midland Railway Co.
- Oamaru Breakwater
- Office & Warehouse, Mr. Henry Rose
- Otago Central Railway
- Otago Heads Battery
- Provincial Hotel Buildings

- Public Works Dept., Wellington
- Public Works Dept., Christchurch
- Public Works Dept., Dunedin
- Public Works Dept., Invercargill
- Phoenix Jam Factory
- Paper Mills, Woodhaugh
- Port Chalmers Sewerage Works
- Police Station, Dunedin
- Post Office Tower, Invercargill
- Police Station, Naseby
- Porirua Asylum, Wellington
- Queen's Theatre, Alterations
- Rangiora Borough Council, Canterbury
- Residence, St. Clair
- Rope Works, M. Donaghy & Co.
- Roslyn Borough Council [*unclear: Car*]
- Reservoir, Ross Creek
- Roxburgh G.M. Co.'s Reservoir
- Roman Catholic Church, S. [*unclear: Dunedin*]
- Roman Catholic Church, N.E. [*unclear: Valley*]
- Roman Catholic Church, Oamaru
- Roman Catholic Church, Hyde
- Residence, Littlebourne (J. [*unclear: Robe*] Esq.)
- Shacklock's Foundry Chimney [*unclear: St*]
- Seacliff Asylum Waterworks, &c.
- Sunnyside Asylum, New Laundry
- Sheer Legs (80 tons) [*unclear: Foundatio*]
- Port Chalmers
- Sydenham Borough Council [*unclear: Public*]
- Swimming Baths
- Sydenham Borough Council
- Supreme Court Additions, Christchurch
- St. Albans Borough Council
- Speight & Co.'s Brewery
- Taieri County Council, Bridges, [*unclear: Cverts*], &c.
- Theological College, Dunedin
- Universal Bond, six Strong Rooms
- Victoria Hot Salt Water Swimming Baths
- Workshop, A. & T. Burt
- Wool stores, Wright, [*unclear: Stephens*] & Co.
- Wool Stores, Mutual Agency Co.
- Wool Stores, Stronach Bros. & Co.
- Wesleyan Church, South Dunedin
- J. Wilkie & Co.'s Printing Works
- Walton Park Coal Co.
- Ways and Works Department, N.R Railways
- Wellington City [*unclear: Corporation,*] pavement flags
- Warehouse, Mr. Sew Hoy
- Waimate County Council
- House of Representatives, Wellington
- N.Z Government Life Insurance Building, Wellington

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The Otago Central Railway League, knowing the value of such independent testimony to the capabilities of Central Otago as that recently given by Signor Bragato, Chief Viticulturist in the service of the Victorian Government and by Mr. J. C. Blackmore, Pomologist in the service of the New Zealand Government—experts whose opinions have additional weight from the fact that they as altogether free from the taint of local prejudice—has published the following extract from newspaper reports of what these gentlemen have said on the subject, together with some letters in a similar direction that have been addressed to the League by others whose knowledge and experience will also be admitted.

It will be observed that none of the papers treat specially of the mining [unclear: reso] of Central Otago; but, apart from the desire to keep within limited space, [unclear: it] considered that the generally auriferous character of the whole district, [unclear: and] steady production of gold, were so well known as not to require to be dwelt upon here. It should not, however, be overlooked that with railway facilities by which people could easily reach the various parts of the country, and which would [unclear: enab] miners to supply themselves with machinery, suitable timber, and other [unclear: requist] easily and cheaply, there must be increased employment in that industry, [unclear: and] output of gold must also be greatly increased.

The land to be affected by the Otago Central Railway is of great extent and value. It has been described by the late Railway Commissioners, Messrs. [unclear: McKerrus] Maxwell, and Hannay, in one of their reports, as "the largest and most [unclear: valua] estate of Crown lands in the Colony." As shown by an official map, prepared in 1894 by order of the Minister for Lands, there are, *within a limit of fifteen mil[unclear: es] the railway*, 1,862,800 acres in pastoral runs, 409,800 acres in small grazing [unclear: re] 776,100 acres disposed of, and 99,400 acres in endowments and reserves. Included in these pastoral runs, which will be available for closer settlement as the leas[unclear: es] in, there are 449,000 acres of arable land. Beyond the fifteen mile limit there [unclear: is] course, an immense area of similar Crown lands, which will also be greatly [unclear: enh] in value as the line progresses.

Beyond Eweburn, to which point the line is now under construction, th[unclear: ere] no engineering difficulties until Clyde is reached, with the exception of three miles in the Poolburn Gorge, between the Idaburn and Manuherikia Valleys. [unclear: The] for the whole of that distance, about seventy miles, with the exception na[unclear: med], been described by the late Mr. Blair, engineer-in-chief, as being such as "may [unclear: al] be taken as surface forming." The continuation of the railway to those [unclear: part] Central Otago, so highly spoken of by Messrs. Blackmore and Bragato, will [unclear: thus] seen to be comparatively inexpensive.

The League hopes that as the merits of the railway become more widely known it will be recognised to be not merely an undertaking affecting the prosperity of the provincial district of Otago, but one of great colonial importance, certain to [unclear: open] for closer and more profitable settlement a portion of New Zealand which [unclear: in] great agricultural, pastoral, and mining resources is capable of giving homes [unclear: to], finding suitable employment for, many thousands of people.

Central Otago.

From the Southland Daily News, Saturday, April 21, 1894.

In the course of a conversation to-day Mr. J. C. Blackmore, Government pomologist, who is at present on an official visit to Southland, spoke in most enthusiastic [unclear: rms] of the prospects of Central Otago as a fruit growing district. He has just been [unclear: ver] a considerable part of the country and the conclusion he has come to is that in a few years fruit growing there will take the place of gold-digging and prove an even greater source of wealth. Peaches, apricots, and prunes grow there to perfect [unclear: ion], and as the market for these fruits in a dried state is practically unlimited, [unclear: the] industry must become a large and profitable one. At Alexandra, Mr. Blackmore [unclear: tes]. he saw a sample of locally grown hops that was, without doubt, the finest [unclear: he] ever seen, being equal, if not superior, to the Californian hop. Insect pests in New Zealand, orchardists will find some consolation in knowing, are not nearly so [unclear: had] as in other parts of the world and, generally, can be kept down by spraying. [unclear: On] this and other subjects Mr. Blackmore will have something to say at a lecture he is to deliver, probably on Wednesday night under the auspices of the Horticultural Society.

From the Southland Times, Monday, April 23, 1894.

On Saturday afternoon we had the pleasure of a visit from Mr. John C. Black-[unclear: re], Government pomologist, and in the course of conversation gained much information from him on subjects of great interest to every colonist, and of special value in those engaged in the pursuit which it is Mr. Blackmore's aim to encourage. Our visitor had only arrived from Balclutha by the forenoon train and had not visited any of the orchards prior to his call. He had, however, just come off a trip through

Central Otago,

[unclear: ad] his opinions concerning the possibilities of that somewhat indefinite but extensive district the matter of fruitgrowing and preserving are such as must cheer the heart of all interested in the locality, and give a fresh impetus to the promoters of the Central Otago, and Kelso-Roxburgh railways. Mr. Blackmore had spent some time [unclear: ongst] the interior hills and valleys, and had studied their features and [unclear: characteristics] with special reference to the industry under his care. He considers the [unclear: nate] of the region wonderfully fine, and as remarkably suitable for the cultivation of a wide variety of fruits, more especially for three sorts for which, in one form or other, there is always a market—viz., the peach, apricot, and prune plum. For the grape also considers most of the district admirably adapted. The whole of the upper valley of the Clutha, more especially from Roxburgh right through to alexandra, and the foothills adjoining Lowburn, he regards as being blessed with as fire a

Climate and Soil

with irrigation—for the production of fruit for drying purposes, as is to be found anywhere in the world. The varieties of fruit mentioned—and he considers them of primary importance, with a view to export—agree with, and thrive best, in a dry [unclear: climate], so long as water is available for the soil, and in Central Otago he believes the fruit could be dried for packing without artificial heat. The

Facilities for Irrigation,

owing to the hilly nature of the country, should be easily within reach [unclear: of] every suitable site for orchard or vinery. So far nothing had yet been attempted in districts in the way of drying fruit, but he is in hopes that when the growers already come to realise how remarkably suitable their district is for that industry they [unclear: will] their operations enormously, and that experienced orchardists from [unclear: elsewh] establish themselves in the locality and grow fruit, and preserve it, on a large than is at present dreamt of. The dryness of the atmosphere was a most [unclear: imp] element in the industry, both with reference to growth and to preserv[unclear: ing] drying process; and this was really the process which would be most advantage and

would lead up to the full development of the capabilities of the districts were excellent districts for fruit culture in the north—many of them—but the vailing humidity of the air was against them as compared with the district just visited. The

Three Primary Requirements

for the successful prosecution of the fruitgrowing industry were water by a moderately high temperature, and a dry atmosphere, and these were all in Central Otago. He had seen

Nowhere in the World a District Better Adapted for the Purpose,

and it might be regarded as a certainty that the industry would yet be there and prove to be one of the chief sources of the wealth of the southern Colony. The grape could be cultivated there either for wine or table several varieties of it—and could be made into good raisins. He had seen grapes growing in several places, but they were not yet cultivated to any. The largest grower was Mr. Dawson, near Alexandra, who had a crop about 35cwt.; these were of the black Hamburg variety, and, though green open, were quite equal to anything he had seen grown under glass in the Island. The same grower had also a crop of pears—winter Nellis—which with respect to the weight of crop and the size and quality of the fruit, had ever seen. This pear was a standard market pear, and Mr. Dawson 15cwt. of it. He had observed that most of the grapes grown were of the varieties, and had advised intending planters to put in a due proportion of sorts.

At present the great obstacle complained of by existing growers was the

Difficulty of Getting the Produce of their Orchards to the Market;

the nearest accessible railway station—Lawrence—being 40 miles from the average. That the industry, even when limited to the growing of the fruit, on a small scale and with a long cartage, was a remunerative one, he proved by the fact that for this season the returns to the growers at Ror—which includes Teviot and Coal Creek—after payment of all expenses, amount between £4,000 and £5,000. The hop was another product of large that could be cultivated to great perfection throughout the greater portion of Otago. At Alexandra he had seen a sample of

Locally-grown Hops Equal to Anything from the Best Gardens in the World

And there was no reason why the district should not grow hops, not only the whole of the Colony, but for export as well. The Alexandra hops were far to those grown in Nelson, although that province had hitherto enjoyed the reputation of producing the best in the Colony. California was famed as a hop-growing and hops grown there held the highest place in the market, being generally twice the price of those grown in Nelson. He had taken a sample of the Ale hops with him to Cromwell and there compared them with Californian hops with no hesitation in saying that the local article was quite equal, if not superior, to Californian. He had also seen a few walnuts about the Teviot: they were very excellent and perfect fruit, but were not of the best variety. The best walnuts in New Zealand were grown at Akaroa, where the planters had had the benefit of special skill at the start. The variety principally cultivated there was that known the Charbete—one of the best; and as it was evident that this excellent and gely-used nut would grow well in Central Otago, he would advise orchardists to that variety for their future plantings. The growth of fruit for drying he, however, considered the foundation on which the development of the industry must be built. There were comparatively few districts in the world that at once

The Soil and the Climate Suitable

fruitgrowing and for fruitdrying. Central Otago possessed these two advantages a very high degree, and a third advantage, that of unlimited demand, would also be secured when the drying process was carried into operation on a comprehensive scale. It would be almost impossible to

over-produce peaches, apricots, and prune [unclear: ms], which were always in demand all over the world. Bordeaux was famous a [unclear: s] port from which the produce of French orchards was shipped, and as many as [unclear: ty] large vessels were annually loaded in that port with prune plums alone for [unclear: eign] markets. While the supply of the colonial market with fresh fruit would no [unclear: obt] give considerable scope for increased growth, it was evident that without the [unclear: ying] process in operation cultivation would be comparatively restricted and [unclear: wers] would be unable to take advantage of the best markets, as they would be [unclear: ced] to sell green. He would urge upon all who took up cultivation at all to [unclear: sider] it as

Impossible that they could produce too much.

[unclear: ey] could always take advantage of local markets and, by drying, could secure in a [unclear: fectly] marketable condition any quantity of surplus. There was always room fo [unclear: r] export of enormous quantities to Europe, and even the Eastern States of America [unclear: old] be large purchasers for many years to come. Only some twelve years ago the [unclear: ration] of the prune plum was commenced in California with thirteen trees [unclear: re] were now some millions of trees in that State; but no matter what quantity, by always found a market for it. He considered that anything approaching a full development of these smaller industries, as they might be called, would very [unclear: terially] add to the prosperity of the country. At the present

We were Importing £68,000 worth of Green Fruit alone Annually,

[unclear: t] to speak of the enormous quantities of canned and dried fruits also brought in, [unclear: d] there was no reason, save that of neglecting our own resources, why New Zealand would send away a penny for these fruits. He considered it surprising that the growth o [unclear: f] the smaller and more easily cultivated fruits was so much neglected in the [unclear: lony], seeing there was such a demand for them. A New Zealand preserving fir [unclear: m] quite recently asked him if he could purchase for them for next season fifty ton [unclear: s] strawberries. They were prepared at any time to take fifty tons of that fruit, or raspberries, or of black currants, or of each of them. They told him that the [unclear: y] a splendid market for these preserves in Australia, and that if they were anyway [unclear: red] of a supply of fruit they could easily exceed the amount mentioned. Thi [unclear: s] and other manufacturers had complained that they could never get enough fru [unclear: it], that the small production and supply prevented them from extending their

Mr. Blackmore would not admit that

The Question of Wages

[unclear: co]st of picking—operated to prevent cultivation, and averred that in California, [unclear: ere] in the fruit industry rather higher wages were paid than would be demanded [unclear: re] the small fruits were remuneratively cultivated on a very large scale.

Recurring to the suitability of a large portion of Central Otago for

Vine Growing

he mentioned that mildew, a very prevalent pest in most places, would never b [unclear: e] troublesome there. The peculiar dryness of the atmosphere alone would also prevent the growth of the fungus, and even if it did attack the plants some [unclear: se] it would be easily kept in check with sulphur.

Mr. Blackmore is undoubtedly a highly qualified and enthusiastic expert, and visit cannot fail of being productive of much good to the fruit industry in [unclear: South]

From the Otago Daily Times, Tuesday, May 15, 1894

Mr. J. C. Blackmore, the Government pomologist, returned to Dunedin las [unclear: t] from a tour of inspection of the orchards of Central Otago, and with the object obtaining some information from him with reference to his tour and relativ [unclear: e] fruitgrowing industry generally, a member of our reporting staff

waited upon yesterday. Mr. Blackmore was very willing to give all the information he could referring, in the first place, to the favourable climate of Central Otago for fruitgrowing, he said: "The chief characteristics of climate requisite for the cultivation of the apricot, peach, prune plum, and grape is freedom from extreme, in connection with the fitness of soil and water for irrigation,

The Three Great Advantages of the Central Otago Districts

for fruitgrowing are abundant heat, continuous sunshine, and dry air. Again, sunshine, dry air, and an almost rainless summer minister directly to the fruit in the open air. From inquiries made from old residents I find the characteristics of climate do not exist to an excessive degree in Central Otago. An important consideration, as an excessively low percentage of humidity, especially if connected with a desiccating wind, would not be fruit culture, as it would produce more evaporation from the leaves than the tree can supply. Again, an excessively dry air admits of a parching sun one time, and at another facilitates radiation of heat until a rapid decline in temperature makes killing frosts frequent. The chief characteristics, however, of the valley climate of Central Otago are a

Higher Summer and a Lower Winter Temperature

than on the coast. Of course there will be local modifications of climate local conditions, and there will be found special situations and localities more able for fruit culture than others. For instance, in all interior valleys the adjoining the foot-hills of the mountain ranges is considerably modified by disposition of cold air to settle in low places, while the air rises along the hillsides and is a preventive of frost by its constant motion on the slopes situations would ensure

Early Maturity, Great Growth, and an Abundant Fruitage;

And would be specially suitable for the cultivation of the grape, peach, prune plum. I think similar conditions will be found as are noticed in fruitgrowing countries—that is, variations of temperature conditions with limits, and varieties must be chosen with reference to adaptation to local environments. The fitness or unfitness of a region for the growth of certain kinds of fruit depends more upon temperature and season than the mean annual temperature, as this is so often regulated or governed by local conditions. It is apparent, then, that the selection of localities for orchards must be made with a knowledge of the special conditions governing the distribution of temperature and other natural agencies contributing to the development of the various fruits to be grown. All things considered, Central Otago possesses certain conditions favourable to fruit production. Its adaptability to the growth of trees and perfection of fruit is owing to the possession of these certain conditions in moderation. Therefore wherever water can be procured for the purpose of irrigation, with good cultivation, good fruit of their several kinds can be grown in the valleys, on the plains, and at the foot of the hills of the mountain ranges. Thus good fruit can be grown in those places best suited to each particular kind. For instance, at the bottom of the foot-hills the prune plum can be grown; a little higher up, the grape, apricot, and nectarine; and still higher up, the pear and apple. At Conroy's Gully

I noticed most excellent Grapes.

This did not surprise me. A dry air favours the action of light and heat, which is necessary for the ripening of the grape. The varieties of grape grown in European wine-growing countries have originated from *Vitis vinifera*. None of the varieties succeed where there is an excess of atmospheric humidity. It does not succeed even in many of the northern districts of New Zealand for the same reason. For a like reason it will not succeed in the eastern States of America; while in the State of California, where there were similar conditions to those which exist in the valley of the Clutha, the vine succeeds."

"I noticed about 4,000 acres of land suitable for fruitgrowing in the Alexandra and Clyde district, and a large area in the Cromwell district. In fact, wherever water can be obtained for irrigation purposes splendid fruit can be grown in any of these districts, and the climate is equally favourable for the drying of the fruit. There are at present about eight or nine growers of fruit in the neighbourhood of Alexandra who have about 42 to 45 acres planted. Mr. Noble not only cultivates fruit of a fine quality, but at his place I saw hops equal to the best Californian. At Mr. Dawson's, in the same district, I noticed Winter Nelis pears and

Grapes grown out of doors

equal in bunch and berry to anything that I have seen in the northern districts grown under glass. Not only could splendid fruit be grown in all these districts for drying, but also for canning. At Cromwell, Mr. M'Cracken showed me apricots and nectarines bottled and put up equal to any put up in California. The best looked-after orchard that I saw in the Central Otago districts was Mr. Dawson's, at Conroy's Gully. It is kept in a high state of cultivation, and all his trees are producing very fine crops.

Ah Bon, a Chinaman,

at Butcher's Gully, has about nine acres planted with apples and mixed fruit trees. He was not at home when I called on him, but his land is irrigated and produces healthy fruit of the finest description. From Clyde I went to Cromwell, and from the township of Cromwell to the Lowburn district. A short distance from the Lowburn Hotel I visited several orchards, which were producing fruit of the very finest quality. From those orchards I went back to the ranges running along to the back of Lowburn. I think it is called the Dunstan Range. All the foot-hills of this range, for a considerable distance, are capable of producing fruit of the very best quality. From inquiries I made I found that a great deal of the

Country from Lowburn right away to Lake Wanaka is equally suitable for Fruitgrowing.

At Bannockburn there are many small patches of fruit trees planted by miners. Except for scale insects and codlin moth, the trees have done remarkably well, showing that wherever water can be obtained the land is capable of producing [unclear: g] fruit. From Cromwell I proceeded up to Arrowtown. There are a few [unclear: w] orchards there which produce remarkably fine fruit. From there I went to [unclear: Qu] town, and on the following day visited the orchards in the neighbourhood of [unclear: Fra] and the surrounding districts, also Mr. Allan's (late Colonel Fraser's) at [unclear: Spea] Flat. Formerly a very large orchard existed here, but many of the trees have [unclear: e] destroyed by scale insects. The present proprietor—a very wealthy man—[unclear: inten] renovate the few remaining trees and to plant extensively of the most suitable [unclear: e] this present winter. In nearly all the districts surrounding Cromwell, extending and along the foot-hills of the Dunstan Range

A Wide Variety

of fruits can be grown, but the districts are more specially suited to the [unclear: gro] the peach, apricot, prune plum, and grape, the primary requirements for [unclear: r] successful cultivation being a suitable soil, water for irrigation, a [unclear: mode] high temperature, and a dry atmosphere. The latter particularly is required drying the fruit quickly and for ripening the grape. Towards Queenstown the [unclear: e] and apricot succeed fairly well, and the pear, apple, and cherry do well [unclear: l], climate, however, is not quite so dry as in the districts I have just referred to [unclear: t], is, therefore, less favourable for the sun-drying of the various fruits."

In the course of the interview Mr. Blackmore also said: "I look upon the [unclear: Ce] Otago districts as districts that in the future will be a

Source of Considerable Wealth

—that is, if fruitgrowing is carried on on a large scale. It is almost an [unclear: impos] to over-produce such fruits as the peach, apricot, and prune plum for drying [unclear: pur] I have also no doubt that the grape will be grown most successfully in all the [unclear: dis] of Central Otago.

Mr. Blackmore, Government pomologist, in the course of a lecture in [unclear: H] Hall, Invercargill, as reported in

The Southland Daily News, Friday, April 27, 1894,

said: "The Californians had over 15,000,000 of fruit trees, besides 225,000 [unclear: ac] vines. In 1890 they supplied the wants of a quarter of a million of fruit-eating [unclear: p] and in addition, shipped

This in addition to making 17,000,000 gallons of wine. There was no country which the climatic conditions were so favourable or had, in proportion to its [unclear: s] large an area of land suited for the production of good apples as New Zealand [unclear: d], trees were early and abundant bearers, the fruit large, handsome, rich in [unclear: flavoz] of quality equal to anything that could be grown in any part of the world. They [unclear: e] could be grown upon almost any soil—except peaty on the one hand and very [unclear: y] clayey on the

other—which allowed extension of the roots to a considerable [unclear: e] the most suitable soil being a deep rich calcareous loam. Apple culture was [unclear: s], fore, bound to become a source of wealth to this country, as the fruit could be [unclear: e] in so many ways—for home use, cider-making, drying by evaporators and [unclear: ex] If practicable apples should be picked on a moderately cool day and placed in [unclear: a] a cool shed protected from the sun in which case they would not gather [unclear: mci] [unclear: ing] given some valuable hints as to the storage and packing of fruit, evaporation [unclear: nning], Mr. Blackmore said it might be

Asked if Fruitgrowing would pay;

[unclear: co]untry would not soon be over stocked with fruits? His reply was that th[unclear: e] were just beginning to learn the use of fruits and to appreciate their imp[unclear: ort]-Formerly fruit had been considered a luxury, but now it was considered an [unclear: peasable] article of food. To place fruit on every table would necessitate a large [unclear: sion] of the orchard area, and it was far too soon to apprehend an over sup[unclear: ply]. shipment of fruit to England and elsewhere was only in its infancy; the demand [unclear: pples] alone was practically unlimited. Then again various fruits could be dried, [unclear: rved] and prepared for various purposes, and enormous quantities of apples could [unclear: fitably] manufactured into cider. There was sent out of the Colony in 1892 fo[unclear: r] fruits £67,610 (of which £11,236 went direct to Tasmania principally [unclear: for]; for bottled and canned fruits £4,304. and for dried fruits £9,863. These [unclear: ns] did not include raisins and currants.

From the Otago Daily Times, Saturday, March 2, 1895.

Mr. R. Bragato,

[unclear: vit]iculturist in the service of the Victorian Government, and Mr. J. C. Black-[unclear: pom]ologist to the Government of New Zealand, arrived by the southern express evening, after a visit of inspection to the various districts of Otago. They were [unclear: ed] upon last evening by a *Daily Time* reporter, to whom Mr. Blackmore [unclear: lined] that the New Zealand

ment being Aware of the Abilities of Mr. Bragato as an Expert had Invited Him

[unclear: st] New Zealand with a view to inspecting parts of the Colony thought to be [unclear: ble] for the cultivation of the vine. Mr. Blackmore stated that, in accordanc[unclear: e] instructions, he met Mr. Bragato at the Bluff on the 19th inst., and proceeded invercargill and thence

Through Central Otago.

Bragato visited Queenstown and the surrounding districts, also all the land in the [unclear: ty] of Arrow town. From Arrowtown they proceeded over the Crown Range to [unclear: roke], Lake Wanaka, and after visiting all the country surrounding the lake, [unclear: eded] by Queensberry to Cromwell. From Cromwell they passed on to Clyd[unclear: e] through the Waikerikeri Valley, and examined all the interior valleys and footing along the Dunstan Range for some considerable distance. After examining th[unclear: e] of the country in the neighbourhood of the Dunstan Flat they went across th[unclear: e] to Fraser's Flat and inspected the surrounding country, after which they went [unclear: roy's] Gully and came out at Bald Hill Flat. Having gone through the country [unclear: een] that and Roxburgh they pushed on to Coal Creek Flat, Roxburgh, and [unclear: gh] the country intervening as far as Moa Flat, thence to Lawrence, where th[unclear: e] was taken to Dunedin. It will thus be seen that Mr. Bragato has seen a goo[unclear: d] of Central Otago.

Mr. Bragato

[unclear: gave] his impressions of the country he had seen. He commenced by endors[unclear: ing] remarks made by Mr. Blackmore in an interview with a *Times* reporter about nine months ago as to the suitability of the Central Otago district for fruit an[unclear: d] culture. He found that Queenstown and Arrowtown and the surrounding [unclear: dist] were

Eminently Suitable

for the extensive cultivation of fruit, especially stone fruit, which, in addition being sold as green fruit, may be utilised in the manufacture of prunes and plums, and also distillation purposes. Furthermore, he stated that he had never a more suitable country for the cultivation of

The Walnut,

which, if undertaken, would prove highly remunerative. As to the cultivation of vine in those two districts, he thought that the temperature was rather low, but in patches, properly sheltered and with good aspects, it was possible to cultivate and grow vines outside with good results.

Mr. Blackmore remarked at this point that great difficulty was experienced in obtaining reliable information in regard to the rainfall and temperature in the mentioned districts, and if such information were obtained it would have facilitated Mr. Bragato in coming to a decision as to the variety most suitable for planting in those districts.

Mr. Bragato continued to say that in the vicinity of Lake Wanaka they saw Messrs. M'Dougall and G. Turnbull's and Mrs. Russell's properties, and their extraordinary heavy crops of peaches, plums, and other fruits; also several varieties of grapes in the open air. which, although a late variety, they were assured eventually develop to maturity. Mr. Bragato, however, thinks that possibly temperature is not sufficiently high till Queensberry, between Lake Wanaka and Cromwell, is reached. The climatic conditions and the nature of the soil from Queensberry to Roxburgh, including Bannockburn, Cromwell, Clyde, and surrounding districts, are eminently favourable for

The Cultivation of the Vine

for wine-making and distillation purposes, provided that irrigation is adopted in lighter soils—that is, in that class of soil which has no subsoil but only an underlay of gravel or shingle. Wherever there is heavier soil with clayey subsoil, it would retain the moisture, with thorough cultivation, irrigation would not be necessary. Mr. Bragato thinks that the

Enormous Amount of Country

surrounding Clyde, Conroy's Gully, and Roxburgh is exceptionally suitable for extensive culture of the grape—that is, it may be planted almost by the ten thousands of acres. In fact, there is a source of wealth in Central Otago which seems to be

Little Known Outside the District.

When the profits of grapegrowing are taken into consideration, the preliminary of planting and preparing the vineyard, compared with other branches of agriculture is a mere bagatelle. It would

Employ an Enormous Population

and improve greatly the value of the land. At the end of five years, when the vines are in full bearing, the value of the land would be at least

£100 per Acre.

An acre of grapes should give a return of £15 to £20 profit. The original cost of preparation and planting the vineyard up to the time it comes into full bearing would be about £8 per acre, and after that the cost of pruning and cultivation would be £2 10s. per acre There are

Tens of Thousands of Acre

in Otago which could be easily irrigated with the water which is used for sluicing purposes by miners. It is a thousand pities (Mr. Bragato said) that in this district so much valuable land should be washed away by the gold-miner. The fruitgrower about the district of Roxburgh labour

Under a Great Disadvantage

In having to cart the produce fully forty miles to a railway, and those living beyond, in Clyde and other places, were still farther away from a railway. In fact,

Railway Communication.

to the district referred to is required in order to fully develop this important and lucrative industry, which will set thousands of families on the land and convert the wilderness into a smiling garden. He added that the majority of

New Zealand People have no Idea of the Vast Wealth of the Otago District

if better facilities were offered for the proper development of fruit and vine growing, The extensive growing of fruit and vines would support a large population, but it could not be expected that great sums would be invested unless the industry was by some means fostered, especially by better communication with centres of population and by the establishment of

An Experimental Station

in a central part of the district (the most suitable he thought to be Clyde), in order that technical instruction might be given to those wishing to embark in the industry. Instruction should be given in the same manner as was done by Mr. Blackmore, and in travelling through the district he found that his efforts had been greatly appreciated. Mr. Bragato was satisfied that Central Otago could be cultivated to such an extent as to

Supply not only Local and Australian Markets, but even the Home Markets.

In referring again to the matter of irrigation, Mr. Bragato said that

Wonderful Facilities Existed in Central Otago for Irrigation

purposes in comparison with all parts of the Australian colonies. Apart from the water, which is already brought on the land by the miners, sufficient water could easily be raised from the Molyneux, by the erection of a weir across the river or other simple means, to irrigate the whole country. The waters of the Molyneux were also as fertilising as those of the Nile. Another means of getting water was by the construction of reservoirs in the large gullies. Speaking of

The Demand for Wine,

Mr. Bragato said the market was so unlimited for wine, either for consumption as wine or for distillation, that no matter what quantity was produced it was not sufficient to supply the demand. He therefore thought, seeing that the Otago Central had such a beautiful climate and all the requisite conditions for the successful cultivation of the vine, that New Zealand should have a share of the market, Central Otago district was eminently suitable, he added, for the cultivation of grapes for distillation purposes for brandy.

Mr. Bragato, it may be mentioned, intends to visit Akaroa and Nelson, Wellington and other districts in the North Island, including the Hawke's Bay district. He will afterwards return here, and will again visit the interior of Otago arrangements having been made for the delivery of lectures there by himself and Mr. Blackmore, who will also accompany him on his second visit. The first of these lectures will be given at Roxburgh by Mr. Bragato, who will then go on to Clyde and deliver a lecture there on "Vine Culture." This lecture will be followed by one by Mr. Blackmore on "Fruit Culture." The object of Mr. Bragato's second visit to Central Otago is to try and induce some Dunedin people to join with the residents of that district in establishing the vine industry there. The people of Dunedin, he says have no idea of the

Vast Source of Wealth

that exists in Central Otago if they will only develop it. As showing the great strides made in the vine

industry in Victoria during the past six years, Mr. Bragato mentioned that 20,000 acres of vineyards had been planted during that time, the industry having been largely assisted by the Government, who gave £25,000 in two years in the way of bonuses for vine-planting.

On his return to Victoria, Mr. Bragato will furnish a report to the Government of New Zealand of his visit to the Colony. He intends to take away with him samples of the soil from various districts. These samples will be analysed, and the results of the analyses given in his report.

In the *Otago Daily Times* of March 26, 1895, will be found a report of Signor Bragato's visits to other parts of the colony—including Nelson, Wellington, and Hawke's Bay—of which this is the concluding sentence:—"The North Island vineyards contain the best varieties of grapes yet seen in New Zealand by Signor Bragato, and the cultivation is generally according to approved systems; *but for the extent of suitable country, Central Otago, in the expert's opinion, holds the palm.*"

Fruitgrowing in Central Otago.

Signor Bragato's Lecture.

(Reprinted from the Otago Daily Times, April 27, 1895, for the Otago Central Railway League.)

A lecture, under the auspices of the Chamber of Commerce, was delivered in the hall of the chamber on Friday evening by Mr R. Bragato, viticulturist to the Victorian Government, on "Viticulture and Fruitgrowing in Central Otago." The hall was filled to overflowing, and Mr A. C. Begg, president of the chamber, occupied the chair.

Mr BRAGATO, before beginning his lecture, thanked the Chamber of Commerce for the compliment they paid him in affording him an opportunity of advising the public respecting the fruitgrowing capabilities of Central Otago, and expressed his gratitude for the numerous audience. It was suggested to him, he said, that the subject of his lecture should be the cultivation of fruit generally. He had very much pleasure in falling in with the suggestion, as he was glad at all times to afford any information in his power in regard to this important matter. He proposed, therefore, to furnish the meeting with some facts and suggestions for their future guidance, which, he trusted, would be the means of inducing them to seriously consider the greater reward and the more prosperous future which awaited them in the cultivation of fruit and vines. They knew that in order to improve the economical condition of this country it was necessary to increase the productive power, develop the industries and commerce, and promote agriculture. To its industries were entrusted the future prosperity, wealth, and power of this country. New Zealand was essentially more agricultural than manufacturing or commercial, and by promoting agriculture and increasing the productions of the land they gave life and vigour to the industries and commerce, thereby enabling them to more successfully compete in the larger markets of the world. To increase the value and productions of the land they should cultivate those plants which were most suitable to the nature of their climate and soil, best adapted to the economical condition of the farmers, more certain of a large and ready market, and the least precarious in their cultivation. He had carefully studied the suitability of climate and soil of the province, the conditions of its markets, and after thoroughly investigating the subject he was firmly of the opinion that if there was one industry more than another which would afford the maximum of profit, pleasure, and health with the minimum of labour, that industry was fruitgrowing. The exportation of these products, he was confident, would be enormous and highly lucrative. He knew of nothing to prevent New Zealand from becoming one of the greatest fruitgrowing countries in the world, as all its natural conditions were favourable—climate, soil, demand, easy communication with the foreign markets, and the advantage of the scarcity of fruit in the European market when its splendid season was at its height. It was proved in this country that fruit trees would grow almost everywhere—in rich soil, in poor soil, on hilly ground, on flat ground, in dry or stony ground, and in ground where the cultivation of cereals had proved a failure and had been abandoned. Fruit culture gave better returns than any other cultivation, and a vineyard or orchard paid in a good season double or treble the value of the ground on which it was planted. The vine would grow in many districts in the colony—in Central Otago, at Nelson, Richmond, Motueka, and Akaroa, in Hawke's Bay, and in the Wairarapa, at Tauranga, Opotiki, part of Auckland, Waikato, Wanganui, and Whangarei—and would produce fruit not inferior for quality to the most celebrated vineyards of the world. Its cultivation was simple and remunerative, and required less work in proportion to its profit than any other fruit. The appliances required both for its treatment and for the working of the soil in which it grew were of the simplest description. No expensive and intricate reaper and binder, or winnower, seed-sower, stripper, thresher, or other highly expensive imposed machinery, bearing heavy protective duties, was required, but a plough, scarifier, and pruner

were sufficient The cultivation of the vine gave work and food to a numerous population. Where it was planted more families would settle, and under much more prosperous conditions than in wheat districts of very much larger area. It would also sustain a thriving population on poor and neglected ground and on land which had been worked out by wheat-growers. In his advocacy of extensive vine-growing and wine-making he confidently expected the hearty support of all persons interested in the promotion of temperance, properly be called, for his own somewhat extensive experience taught him—and statistics most emphatically supported this statement—that the population of wine-drinking countries were amongst the most sober, contented, and industrious people on the face of the earth.—(Hear, hear, and laughter.) Thus the vigneron must be regarded as a great moral agent, doing his best for the country, both commercially and morally. Who would deny that wholesome wine was infinitely superior to much of the so-called whisky and brandy sold in this country?—(Laughter.) This nauseous stuff would disappear from the market if cheap wines of good quality were available.—(Hear.) There was not a better country on the face of the earth for fruit-growing than Central Otago The climate was good, and the nature of the soil was just what was required for fruit culture. There was also every facility in the district for irrigation. The Otago Central district, by having a dry climate, a good soil and subsoil, was suitable especially for the cultivation of plums and apricots, and they knew very well that at the present time in Europe there was a great demand for dried apricots. The plum industry was also a very important one when the fruit was dried, and the climate of Central Otago was just suitable for plum cultivation. It was very easy to dry the fruit, which did not require any preparation for market. What was wanted in the district, however, was better communication.—(Applause.) He had seen, he was sorry to say, in many parts of Central Otago splendid fruit lying on the ground because it could not be exported owing to the want of railway communication When he came to Dunedin he was astonished to see the rubbish that was sold in the fruit shops when they had splendid and beautiful fruit going to waste in Central Otago for the want of better communication He thought the Government should assist the grower in the Central Otago district by giving a bonus of so much per acre for planting vines and fruit trees Then they should provide cultivators with technical knowledge. He noticed that the Department; of Agriculture was doing very good work in this line already, and had in fact appointed two experts—Mr Blackmore and Mr Palmer—who were disseminating knowledge all through the colony, and from what he had seen he was quite satisfied that they were doing very good work There was also another gentleman appointed by the Department of Agriculture who was well acquainted with his subject. This was Mr Kirk, the botanist, who was doing good work in assisting the grower how to find out fungus and insect pests and teaching him how to deal with these things. What was now wanted was for the Government to offer a bonus of so much per acre for planting the vine and fruit trees as they had done in Victoria. Then if the Government assisted the grower by opening up the country, he considered that Central Otago would be the best fruit district in the whole of New Zealand.—(Applause) When he spoke of the vine grower he intended to speak of the vine grown for wine making. The wine industry was now, and had been for the past 20 years, one of the most important, and also the most lucrative, in the old country. Since he came to Victoria 20,000 acres of vines had been planted, and he hoped that in a few years that colony would have 100,000 acres in vines. In another 70 years probably it would be a large vineyard. Italy had over 6,000,000 acres of vines, and still they could not supply the market, and France had over 5,000,000 of acres, although a few millions of acres had been destroyed by phylloxera. The population there drank more wine than any other kind of liquor. If bis bearers went to Europe they might go anywhere they liked on the Continent and they would see the people drinking nothing else but wine, and that was the cause of their being so sober and industrious. He advocated wine growing in this colony because it would not only assist to get rid of the existing depression, but it would promote sobriety. We would have a sober population here, and a drunkard would not be seen about the streets. In that case he was sure that it would not be necessary to have a temperance society, or an alliance society in the place—(Laughter and applause.) In his own country they had no such societies, because they were all temperate.—(Renewed laughter.) In Italy at the present time they produced 800,000,000 gallons of wine and, as he said before, there was not enough to supply the market. In Victoria they produced nearly 2,000,000 gallons, and that quantity was not sufficient to supply Paris alone for one week. They could not afford to drink much wine now, as it was too costly in this colony, but if it were cheaper every man could drink 25 gallons a year.—(Laughter.) He proceeded to say that the planting of the vineyard was not very ex-pensive. To plant an acre of vine would cost £10, and an acre would in the fourth year produce 200 gallons of wine. If this were sold at 3s per gallon it would return £30. The cultivator would be able to sell his wine at 6d per bottle, and he dared to say that when they produced wine at that price every man would take a bottle.—(Laughter) He was quite sure that if wine were cheaper everybody would drink it. The cultivation of the vine was not a difficult thing, and the central district of Otago was very easy to work. He proceeded to explain by the aid of diagrams the proper method of cultivating vines, and then said that he would advise the planting of the following varieties of vines in Central Otago:—Black Hermitage, Pinot Noir, Dolcetto, Pinot Munier, Riesling, White Hermitage, White Tokay, and Chasselos. He thought there was in Central Otago room

for thousands and thousands of people who, so soon as they were settled, would live very comfortably and increase the revenue of the country.—(Applause.) Not only that, but the public would have the satisfaction of seeing a very laborious population in a district which had been nothing else but a home for rabbits.—(Laughter.) His lecturers had been rather dry, for wine-growing had not yet been established in this Country. (Laughter.) If any gentleman wished to ask any [*unclear: estions*] he was always prepared to answer and to give all the information it was in his power to give.—(Applause.)

Mr A. C. BROAD asked if it was not a fact that in Victoria many powers of wine grapes could only get 3d or 4d a gallon for their products?

Mr BRAGATO believed that was so with many growers, but not because of a drug in the market. The fault consisted in men making wine who had not the knowledge of how to make it, and who would not take notice of the suggestions of experts, the result being that the wine was spoiled and was not fit for drinking, so that it had to be sold for distilling. The price for fine wine in Melbourne was 1s 6d to 5s a gallon and 500,000 gallons were exported from Melbourne, which did not fetch less than 2s 6d in bond in London, and 2s 6d a gallon was very remunerative. Many of the vigneron, who possessed good vineyards of from 100 to 600 acres, were, when they started, not worth a £5 note.

Mr BROAD asked the lecturer if, in his opinion, as good wine could be produced in Otago as in Australia.

Mr BRAGATO replied in the affirmative, and said he was astonished on visiting a few of the vineyards in this country. After having travelled throughout Europe, and having never been satisfied with the growth of grapes of the Burgundy type, he was astonished when he came to this colony to see how well they grew; in fact, there was no country on the face of the earth which produced better Burgundy grapes than were produced in Central Otago and in portions of the North Island. He was astonished in Mr Beetham's vineyard in the Wairarapa to see how successful vine culture was; and at Taradale, Havelock, and Hastings, in Hawke's Bay, vines were grown outside which were loaded with beautiful grapes.

Mr A. BATHGATE asked what would be the probable cost of the labour in bringing a vineyard to the state of bearing and in subsequently maintaining it.

Mr BRAGATO said the first outlay would be £10 per acre, supposing always that they had the land. £10 would buy the cuttings and plant them and would bring the vine to the fourth year. In the fourth year the grower might secure 300 gallons, which, at 2s per gallon, would give him £30. From the fourth year, when the vine would be full-bearing, the grower would spend £2 10s for pruning, scarifying, and ploughing.

In answer to Mr SCHLAADT,

Mr BRAGATO explained the process of wine making, and said the principal thing was, as in butter making, that there should be scrupulous cleanness.

Mr BROAD asked if it was not a fact that in Victoria the Government were thinking of taking steps to stop the fortifying of wine? Was not three-fourths of the wine fortified by spirits made from deleterious substances? And was it a fact that the winegrowers were not able to produce wine that would take the place of spirits?

Mr BRAGATO replied that in Victoria they did not fortify the wine, excepting in hot seasons when the fermentation went wrong and growers were consequently compelled to fortify in order to save the wine. For that reason the Government wisely granted to growers the right to have stills in their cellars so that they might distil their bad wine to fortify their good wine and save it in bad seasons. Some of the people in Victoria agitated to take the stills out of the hands of the growers the reason being that one grower, it was said, was selling brandy from the cellar, and that was not allowed, the growers only being allowed to distil bad wine to fortify their wine for exportation and to save it from bad fermentation. He was surprised in New Zealand that he hardly saw a drunk man. It was not the wine that made men drunk. Most of the people who drank wine in Victoria were foreigners—the British were just beginning.—(Laughter.) It seemed to him that the British had a taste different from that of the Continental nations, and when they began to drink wine they liked strong wine. If they were given light wine they would say, "This won't make me drunk, and I don't care for it."—(Laughter.) Beer, of course, was bad.—(Laughter.) The beer in this country was very bad indeed—(loud laughter),—and he did not hesitate to say that most of the people who got drunk were drunk with beer and not with whisky. The only safety for this country was to induce the people to drink wine, and if a cheap wine was produced there would be a large quantity consumed.—(Laughter and applause.)

In reply to Mr C. W. Adams,

Mr BRAGATO said that from 1 ton of grape 120 to 140 gallons of wine would be produced, and 5lb of green grapes would give 1lb of raisins.

The CHAIRMAN said he was sure they were all obliged to Mr Bragato for the information he had given. He was sure they were all agreed that it would be a good thing for New Zealand if it became a very sober country.—(Laughter.) They might not all agree with Mr Bragato as to the means for making it sober, but they could agree it would be a good thing if the population of New Zealand was made a good deal more sober than at present.

Mr BATHGATE seconded the vote of thanks proposed by the chairman, and said the lecture had shown that the people who spoke contemptuously of the capabilities of Central Otago were wrong, and that Mr Vincent Pyke was, after all, right in describing the district as a garden. He hoped one effect of the meeting would be to awaken Dunedin to the capabilities of the interior to which the citizens had in the past been strangely blind; and he hoped also that the people would press their members and the Government to have the Otago Central railway pushed on so that the great capabilities of Central Otago might be utilised.

The vote was carried by acclamation.

Mr B. HALLENSTEIN thought that the election of a committee was the first practical step to be taken to utilise the valuable information supplied by Mr Bragato. He had therefore much pleasure in moving—"That, a committee be appointed to consider what steps may be taken to practically utilise the information supplied by Mr Bragato, such committee to report to a future meeting; such committee to consist of Messrs W. Fraser and J. A. Millar, M.H.R's, Hazlett, Shiel, Stronach, Bartleman, T. Brown, W. Barron, G. Howden, W. P. Watson, J. F. Nixson, C. Colclough, S N. Brown, C. S. Reeves, A. Bathgate, the Hon. T. Fergus, and the mover, with power to add to their number."

Mr J. HAZLETT seconded the motion, which was carried unanimously.

A vote of thanks to the chairman terminated the proceedings.

Printed at the Otago Daily Times Office, High Street, Dunedin.

To the Chairman, Otago Central Railway League.

Dear Sir,—As I understand the League is about to publish a leaflet regarding the fruitgrowing capacities of Vincent County, and as I have for the last three years acted as judge at the Vincent County Horticultural Society's shows, it occurred to me that a few words regarding what I have seen there might be of interest. I may explain that I have been connected with horticulture for the last twenty-three years, and have visited the International Shows held in Glasgow and Edinburgh, besides numerous large establishments in the Old Country, where wall and other fruits were grown on an extensive scale; and I never anywhere saw finer fruit than I have seen in Central Otago. No sooner does the traveller pass through Alexandra, Clyde, and Cromwell, than he is made conscious of a different atmosphere, a different climate, and a different vegetation from that of the coast line of Otago Where in the whole Colony is there to be found such

Superb Examples

of the apple, pear, plum, peach, apricot, nectarine, fig, walnut, &c., as were shown at the Vincent County Shows held at Clyde, 1893; Cromwell, 1894, and this year at Alexandra. At the show held at Cromwell the exhibits came from as far north as Pembroke, and from Butchers' Gully in the South. To particularise the various exhibits would be impossible, the fruit staged here for extent and quality was the finest I had ever seen, the displays of peaches being exceptionally fine, both in size and quality; many

Splendid Exhibits,

which would in ordinary circumstances have secured a place, were left out. Most of the first prize dishes of apples, peaches, apricots, and nectarines were grown from pips or stones, and these superb sorts when distributed will form a valuable addition to those already in cultivation in other parts of the Colony. All the fruit exhibited is grown on standard trees in the open air, and evidently without the slightest pretence to cultivation, except the grape, which is trained on pug (mud) walls.

At Alexandra this year I visited the principal growers, inspected their orchards, and was amazed to see the heavy crops of fine-coloured fruits of plums and peaches. Grapes and walnuts were also looking well. One place I visited, the break winds were formed with apricots and peaches growing ten or twelve feet high or more, and bearing abundantly. The plants were grown from the stone, and allowed to grow up at their own sweet will, without any transplanting or attention whatever. Any one who has visited this part of Otago when the strawberries are ripe cannot fail to be struck with the wonderful fertility of the soil. Just think of it. I saw a plot of land containing nearly

Two Acres which Produce on an Average Three Tons Yearly of

the Finest Strawberries Raised in the Colony,

and that with very little cultivation, the grand secret being an irrigation supply. The cherries, I understand, from most of the growers are hard to keep, owing to the bird nuisance, they being as destructive here as elsewhere. Nevertheless they market a quantity, and quality not to be surpassed. Means can be adopted to prevent the depredation of the birds, where fruit is grown for profit, by wire netting in all the trees. The apple I found to be the most neglected fruit of any, owing as doubt to the prevalency of the American blight, Codlin moth, and scale, and as there has been no attempt to combat these pests on scientific lines, little wonder that they have got the mastery; but thanks to the Government for taking up the subject and appointing nomologists. It is to be hoped that Mr. Blackmore will be equal to the occasion, and show the orchardists of Alexandra and surrounding districts how to eradicate those insect pests.

The diversity of soil and situation with irrigation affords abundant opportunity for the growth of all the different varieties of fruits enumerated, and from what I have seen I can unhesitatingly say that these districts can supply first class fruit, and I believe fruitgrowing will fast become an important interest in these districts during the next ten years, and with

Quick and Cheap Transit

these districts will play an important part in the supplying of Dunedin and elsewhere with the finest samples of tomatoes (open air), dried onions, asparagus, mushroom, rhubarb, &c.

The climate is also well suited for growing and harvesting to perfection all kinds of seeds, the varieties of which are too numerous to mention here. My firm has applied to the Lands' Department for forty acres (more or less) in the Alexandra district for nursery, seed saving, and orchard purposes, and if the application is granted I will be glad at some future time to give you the result of our undertaking.

Yours respectfully,
George Howden.

Dunedin,

March 22, 1895.

To the President of the Otago Central Railway League.

Sir,—In reply to your enquiry *re.* trade with Central Otago since line opened to Middlemarch, we have to state that there has been a considerable increase in the trade since the line was opened to Middlemarch, and a further very appreciable augmentation since its extension to Hyde. The opening of the railway has given much greater inducement to farmers to cultivate

Cereal Crops,

as the cost of haulage has thereby been much reduced. The quality of the grain grown in Central Otago is all that can be desired, the

Wheat and Barley

grown there being in great request by millers and maltsters—the quality being evidenced by the fact that they

Realise from 1d. to 4d. per Bushel More

than the same classes of grain grown in the coastal districts. This season having been an exceptionally dry one, and the greater part of the crops in the interior light wing to the drought, we do not expect there will be much grain sent to Dunedin from these districts this year; but in ordinary seasons we anticipate a considerable

pain trade, and with a further extension of the railway we are satisfied that there will be a

Very Large Quantity of Grain

Transported over the line.

In the live stock business there is already a very good trade from Middlemarch and Hyde, which will be greatly increased when the railway is further extended. The soil and climate of Central Otago are very favourable for the

Winter Fattening of Sheep and Cattle on Turnips

In the open field, and already some of the finest sheep and cattle that come to Burnside saleyards are brought from that district. We may instance the cattle from Mr. Wm. Leask of Blacks, sold by us lately, which topped the Burnside market at

£12 5s. each, being Grand Bullocks,

and although fed in the open they were finished to perfection; also sheep from the flock of Mr. Donald Nicolson, Ida Valley, sold by us on the 6th March, a truck of which were bought for shipment alive to London as a sample of our New Zealand sheep. These grand sheep, grown and fattened on the natural pastures, prove that the interior lands are admirably suited for stock raising. We feel satisfied that when the line has been extended the grain and stock trade from Central Otago will be very greatly increased, that it will enable settlement to be extended, and also be an important means of assisting the settlers and adding to their incomes, while at the same time the large trade that will be developed will prove a good source of revenue in the railway.

There are other matters to which we might refer, such as the

Large Extent of Good Land

now practically unoccupied and altogether unimproved which with the extension of the railway would be speedily settled, and to the large area of capital pasture land, and

Rich in Gold and Other Minerals,

the development of which is much hindered for want of more cheap and rapid means of conveyance.

Altogether, we think the case for the rapid extension of the Otago Central Railway is a strong one, and we trust some practicable means may be devised without delay for its more speedy prosecution.

We remain, yours, &c.,
Donald Reid & Co.

Dunedin,

March 18, 1895

The Chairman Otago Central Railway League, Dunedin.

Dear Sir,—Having been informed that you propose issuing a leaflet with reference to the very satisfactory report of Mr. Bragato as to the adaptability of Central Otago lands for fruitgrowing, and particularly vine culture, it has occurred to us that some evidence on the subjects of

Farming and Stockraising

will probably be acceptable. The writer has been familiar with the country in question for many years, and is very glad of this opportunity of testifying to the excellent quality of

Wheat

produced by growers as far inland as Hawea Flat, one hundred and fifty-five [unclear: m] by shortest road from Dunedin. The quality is infinitely superior to tha[unclear: t] coastal grown, a fact fully recognised by our flour-millers, and confirmed b[unclear: y] superiority of bread placed before the traveller at Naseby, Clyde, Cromwel[unclear: l], other inland towns, and while the most prejudiced must acknowledge the justnes[unclear: s] above remarks, in the matter of

Stockraising

Central Otago must be awarded an equally foremost position. The difficulty of [unclear: l] drives is responsible for the comparatively rare appearance of sheep from district much beyond Hyde at Burnside Yards, but at such times as they do reach [unclear: f] market their growth, condition, symmetry, and general excellence are subject[unclear: s] much favourable comment and the cause of keen competition by all buy[unclear: er]. Wednesday last some four pens from Ida Valley, sold by our friends Messrs. [unclear: D] Reid and Co.

Realised Top Price

for the day, and were purchased to make part of a shipment of live stock for the Home market per s.s. Banffshire. As these sheep were specially selected fro[unclear: m] total entry at the yards of 2,325 this may be taken as quite sufficient [unclear: guarant] of their superior quality.

We are, dear Sir, yours faithfully,
Stronach Bros. & Morris.

Dunedin,

March 12, 1895.

To the Chairman of the Otago Central Railway League, Dunedin.

Dear Sir,—In answer to your recent inquiry I have much pleasure in stating that the sheep and lambs received at our Burnside Works from districts surrounding the Otago Central Railway are very fine quality, and well suited for the [unclear: fro] meat export trade.

We believe that if the railway is further extended the country is capabl[unclear: e] producing a larger number of stock suitable for our purposes.

Yours faithfully,
J. A. Stewart, *Acting Secretary N.Z. Refrigerating Co.*

Dunedin,

March 19, 1895.

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W. STRANGE & CO. are the LARGEST RETAIL DISTRIBUTORS OF GENERAL DRAPERY, HOUSEHOLD FURNISHINGS, &c., in New Zealand. Their Stocks, in value, extent and variety, are Unequaled. They buy Everything for PROMPT CASH direct from the Factories and Workshops of the Makers. In this respect their position in the Home and Continental Markets is QUITE UNIQUE. We believe that they are the ONLY FIRM of Retail Drapers trading in the Colony, who can honestly state that they buy EVERYTHING for PROMPT CASH. Their Buyers in consequence are eagerly sought after by Manufacturers having goods to sell, and every advantage in the way of Special Cash Discounts is secured, thereby enabling them to offer Great Inducements to the Public, the result being that their Warehouse and Show Rooms are Crowded with customers almost Daily.

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N.B—Goods sent in execution of Post Orders, if not approved can be returned. Samples of all Goods sent Post Free on Application.

Sir G. M. O'Rorke, Kt. (Speaker),

Manukau.

Sir G. M. O'Rorke, Kt. (Speaker),

Sir G. Maurice O'Rorke, Kt., was born at Moylough, County Galway, Ireland in 1830, and is therefore 65 years of age. He arrived in Victoria in 1852 and came to New Zealand in 1854. Was appointed clerk of the Auckland Provincial Council in 1857; elected to the House of Representatives for Onehunga in 1861, and sat for that constituency until 1882, when it was merged in the electoral district of Manukau; sat for Manukau until defeated in 1890; was again elected for Manukau in 1893, which seat he now holds. Was Speaker of the Auckland Provincial Council 1865-1876, and for sometime Deputy-Superintendent; Chairman of Committees, House of Representatives, 1871, re-elected 1875 and 1876; Secretary for Crown Lands and Minister for Immigration in the Waterhouse, Fox and Vogel Cabinets 1872-74; elected Speaker of House of Representatives, 1879, 1882, 1884, 1887, and 1894; has been member of Auckland Board of Education; elected first Chairman of Auckland University Board in 1883, and is still Chairman; is Chairman of Board of Governors of Auckland College and Grammar Schools; member of New Zealand University Senate; made Knight Bachelor in 1880. Was an ardent supporter of Provincialism, and being unable to agree with Sir J. Vogel on the question of the abolition of the Provinces, resigned his position in the Ministry in 1874. Sir Maurice is a most popular Speaker.

Result of General Election, 1893:—

Votes recorded, 2803; number on roll, 4038. Women on roll 1679, of whom 1377 voted.

ASHBY, BERGH & CO. V. R. CONTRACTORS TO NEW ZEALAND GOVERNMENT. IRONMONGERS. Always on Hand, a Large Stock of CORRUGATED IRON, PORTLAND CEMENT, FENCING WIRE AND STANDARDS, SHEEP AND RABBIT NETTING, REGISTER GRATES AND COOKING STOVES, GUNS & AMMUNITION, TABLE & POCKET CUTLERY, ELECTRO-PLATED WARE. A LARGE ASSORTMENT OF Articles Suitable for Wedding Presents. ASHBY, BERGH & CO., 217, HIGH STREET, CHRISTCHURCH.

Hon. R. J. Seddon (Premier, Minister of Public Works, &c.),

Westland.

Hon. R. J. Seddon (Premier, Minister of Public Works, &c.),

RICHARD JOHN SEDDON was born at St. Helen's, Lancashire, on June 22, 1845, and is therefore 50 years of age. He arrived in Victoria in 1863, and after a varied career as engineer and gold miner, came to the West Coast of New Zealand, landing in Hokitika in 1866. There he carried on business as storekeeper, hotel-keeper and mining advocate. In 1869, he entered public life as member of the Arahura Road Board, and subsequently became a member of the County Council, and held many other public positions. When the Province of Westland was set up, Mr. Seddon was elected for the Arahura district, and became Chairman of Committees of the Provincial Council, which position he retained until the abolition of the Provinces in 1876. In 1879, he was returned to Parliament as representative for Hokitika, subsequently becoming known and celebrated as the "member for Kumara": he has held his seat uninterruptedly, the present being his twentieth session. In 1891, Mr. Seddon assumed office as Minister of Public Works and Mines in the Ballance Ministry. On the death of his chief he became Acting-Premier, a position which was confirmed by the Liberal Party at the session of 1893. He now holds the offices of Premier, Minister of Public Works, Minister of Defence, and Minister of Native Affairs. He acted as Colonial Treasurer during the absence of the Hon. Mr. Ward. At the General Election of 1893 he was returned unopposed.

Result of General Election, 1893:—

Names on roll, 4186. Women on roll, 1278.,

KENNETH MATHESON & CO, CASH DRAPERS & CLOTHIERS "THE HALL," HIGH STREET, CHRISTCHURCH. THE BEST AND CHEAPEST HOUSE FOR Clothing and & General Drapery IN CANTERBURY. COUNTRY ORDERS ATTENDED TO WITH EVERY CARE. KENNETH MATHESON & CO., CASH DRAPERS & CLOTHIERS, ONLY ADDRESS ONLY ADDRESS "THE HALL," High Street,

Christchurch.

Hon. J. McKenzie, (Minister of Lands),

Waihemo.

Hon. J. McKenzie, (Minister of Lands),

John McKenzie was born on the estate of Ardross, in the County of Ross, Scotland, in 1838, his father being a tenant farmer under Sir Alexander Matheson. He was educated at the Parish School, after leaving which, at the age of 15, he assisted on his father's farm, where he obtained a [unclear: ed] knowledge of both agricultural and pastoral pursuits. In September of the year 1860, he arrived in Otago. Early in the following year he went to Puketapu Station, Shag Valley, where he remained for four years. Then took land on his own account in the Shag Valley District, and has farmed in the same district ever since. Mr. McKenzie's first step in public life was taken upon his commencing the career of a settler, it being forced upon him by the necessity of a new settlement and the great want of roads, schools, and all the other requirements of a new settlement, and the colonising of the district. He was at this time elected a member of the original Bushey Road Board, and also elected a member of the first Palmerston School Committee. In 1871, he was elected for the Waihemo electorate the Otago Provincial Council, and continued to sit until abolition of the Provinces. About this time he was appointed a Justice of the Peace. At the first election of County Councillors under the Counties Act, was elected a member of the Waikouaiti County Council; subsequently he got the Waihemo County created, and was elected the first Chairman of the new County Council, and Continued to occupy that position until he retired through pressure of business as a member of the House. For 9 years was a member of the Otago Education Board, but resigned his seat on the Board upon his accession to the Ministry. He was also for a number of years a member of the Otago Land Board, but resigned on account of his disapproval of the administration of the land laws at that Mr. McKenzie first entered the political arena in 1881, when he was elected for Moeraki. He has held a seat ever since, notwithstanding that the electorate has been on various occasions changed: from Moeraki to Waihemo; from Waihemo to Waitaki. and from Waitaki to Waihemo; the electorate including at one time or another the whole of the Northern seaboard of Otago, extending as far Nor[unclear: th] Waitaki and as far South as Blueskin Bay, and now into the interior as far as Dunstan Range. Mr. McKenzie joined the Ballance Ministry in 1891, and has since held the portfolios of Minister of lards, Minister of Agriculture, Commissioner of State Forests, &c.

Result of General Election, 1893:—

Votes recorded, 3268; on roll, 3886. Women on roll, 1357. of whom 1267 voted.

THE BLACK BALL COAL IS EQUAL TO THE BEST COAL OBTAINABLE IN NEW ZEALAND FOR Household or Steam Purposes. IT IS USED BY The New Zealand Railways The New Zealand Shipping Co. Shaw, Savill & Co. The Gear Meat Co. The Lyttelton Harbour Board for Tug Electric Lighting and Dock For Household use it is fast taking a favourite position, and may be obtained from all Coal Dealers. DEPOTS AND COAL HULKS AT WELLINGTON, LYTTELTON, AND CHRISTCHURCH. Deliveries can be arranged at any Port in New Zealand upon application to C. W. TURNER, AGENT FOR NEW ZEALAND, OFFICES: CHRISTCHURCH WELLINGTON.

Hon. W. P. Reeves (Minister of Education and Labour),

Senior Member for Christchurch.

Hon. W. P. Reeves (Minister of Education and Labour),

WILLIAM PEMBER REEVES, eldest son of the late Hon. Wm. Reeves, was born Lyttelton, in 1857, and is 38 years of age. He was partly educated at Christ's College, Christchurch, where he was very successful. He subsequently went to England and entered the Oxford University. He there read for the Bar, and on his return to New Zealand joined the legal profession, but did not practice. His father being managing director of the *Lyttelton Times* and its allied papers, he turned himself to journalism, becoming editor of the *Canterbury Times* (weekly) and subsequently of the *Lyttelton Times* (daily). In 1887 he contested St. Albans against Mr. F. J. Garrick and won the seat. He was returned at the head of the poll for Christchurch when the triple constituency was created in 1890, and on Mr. Balance taking office in January, 1891, Mr. Reeves assumed the position of Minister of Education and Labour, which he has ever since held. He now holds in addition the position of Minister of Justice. Mr. Reeves has devoted himself to the duties of Minister of Labour, and the Arbitration and Conciliation Act and the Factories Act are the result of his work in that department. He possesses a taste in a considerable degree and has written many poems of high merit, is also a frequent contributor to the Liberal Press of the Colony.

Result of General Election. 1893:—

Votes recorded, 32,715; number on roll, 14,612. Women on roll, 6710. of whom 1889 voted.

W. H. COLLINS & CO., IRON Timber & Coal Merchants PAINTERS AND HOUSE DECORATORS, ASHBURTON, N.Z. EVERY DESCRIPTION OF BUILDING & FURNISHING MATERIAL KEPT IN STOCK. Dry Flooring & Matchlining a Specially Doors, Sashes, Mouldings, Roofing Iron, Lime, Cement Gates and Hurdles. COALS. WESTPORT, COALBROOKDALE, WESTPORT-CARDIFF, BLACK BALL AND NEWCASTLE COALS. Supplied in Large or Small Quantities. THE CHEAPEST HOUSE IN TOWN SAVE MONEY BY GIVING YOUR ORDERS —TO— W. H. COLLINS & CO., Merchants and Importers.

Hon. A. J. Cadman (Minister of Railways and Mines),

Waikato.

Hon. A. J. Cadman (Minister of Railways and Mines),

ALFRED JEROME CADMAN was born in New South Wales in the forties, and is about 50 years of age. He came when a child to the Colony with his parents and grew up in the Auckland Provincial District. He has devoted himself chiefly to mining and timber industries, and has been successful. He has always taken an interest in public matters, and both as a local and a colonial politician his urbanity and courtesy made many friends. He was first returned to the House in 1881 as a follower of Sir George Grey. In 1891, when Mr. Ballance was his Ministry, Mr. Cadman took office (as the Auckland representative) as Minister of Native Affairs. The most sensational incident in connection with Cadman's political history relates to what is known as the Rees-Cadman episode. Early in 1893, Mr. W. L. Rees, of Auckland, charged Mr. Cadman with using his position as Minister (in conjunction with Mr. W. C. Smith, then member for Waipawa) to further certain Native land transactions of a private character, Mr. Cadman sued Mr. Rees for £1000 damages, but on the case being tried at Napier was awarded nominal damages. The case was repeatedly referred to in Parliament during 1893, and Mr. Cadman at last challenged Mr. Rees to resign and appeal to the Auckland constituency. The challenge being accepted, Messrs. Cadman and Rees both resigned and stood for Auckland. Mr. M'Gowan was elected for Mr. Cadman's seat, and the latter gentleman defeated Mr. Rees in his own constituency, and rejoined the Cabinet. He

now holds the portfolios of Railways and Mines. At the General Election of 1893, Mr. Cadman retired from the representation of the City of Auckland, and became a candidate for the Waikato seat.

Result of General Election, 1893:—

Votes recorded, 2241; number on roll, 2779. Women on roll, 987, of whom 840 voted.

RICHARDSON'S British Hotel, LYTTTELTON. IRESPECTFULLY solicit the Travelling Public to inspect the above Hotel, as I have every confidence they will be pleased with their visit. Hot, Cold and Shower Baths. LADIES' WAITING ROOMS AND LAVATORY. R. RICHARDSON, LATE OF Christchurch and Greymouth, PROPRIETOR.

Hon. J. Carroll,

**Member of the Executive without Portfolio,
representing the Native Race),**

Waiapu.

Hon. J. Carroll,

JAMES CARROLL is a half-caste, and was born at Wairoa, between Napier and Gisborne, in 1857. He is therefore 38 years of age. His father was a trader, and his mother belonged to an influential if not very numerous tribe. By the Nativ[unclear: es] is known as Timi Kara, the usual form of translating a European name into the vernacular. He is possessed of considerable ability, has read largely, and [unclear: is] polished speaker. He holds the war medal for acts of bravery in connection with fee chase after Te Kooti subsequent to the Poverty Bay massacre. Was educated at a Maori school, subsequently entered the Native Office; was interpreter to the Native Land Court, and in 1879 was interpreter to the House of Representatives. Later. stood for the Eastern Maori District and was returned. When Mr. Ballance was returned to power in 1890 he took Mr. Carroll into the Ministry, without portfolio, as a special representative of the Native race. At the election of 1893, be retired from the Maori electorate and stood for the Waiapu electorate (including Gisborne, where he lives). He was returned after a sharp contest with Mr. DeLautour, a former member of the House.

Result of General Election, 1893:—

Votes recorded, 3905; number on roll, 5161. Women on roll, 1437, of whom 1312 voted.

D. THOMAS, (LATE MATSON, COX & Co.), AUCTIONEER, Land Insurance & Estate Agent VALUATOR, WOOL AND GRAIN BROKER, ASHBURTON. LOANS NEGOTIATED. WEEKLY SALES of Live Stock, Tinwald and Ashburton respectively. FORTNIGHTLY SALES of Sheepskins, Fat, Hides, &c., on Fridays. SALES OF WOOL throughout the Season. GRAIN BOUGHT and SOLD or Commission. CLEARANCE SALES as per arrangement. AGENT FOR Matson & Co., Christchurch Booth, Macdonald & Co., Christchurch Massey-Harris Reaper and Binder White's Sheep Dip London and Lancashire Insurance Co Wright, Stephenson & Co., Dunedin Colonial Investment Co., Dunedin Graham's Foot Rot Composition Planet Jnr. Garden and Field Tools D. THOMAS, Auctioneer.

Sir P. A. Buckley. K.C.M.G., M.L.C.

(Attorney-General.)

Sir P. A. Buckley. K.C.M.G., M.L.C.

PATRICK ALPHONSUS BUCKLEY, Attorney-General and Colonial Secretary, was born near Castle Town send, County Cork, Ireland, in 1841, and is therefore 54 years of age. Was educated at Cork, Paris and Belgium. When young, came out to make a colonial career, and passed to the Bar in Queensland, subsequently moving to Victoria and later to New Zealand. He settled in Wellington about thirty years ago, becoming a partner of Mr. W. S. Reid, now Solicitor-General. His legal firm has undergone several transformations, and is now known as Buckley, Stafford and Treadwell, Sir Patrick being the head. He has been an active but; unobtrusive politician for many years; was at one time Provincial Solicitor in Wellington. He was called to the Legislative Council in 1878, and in 1884 joined the Stout-Vogel Government as Colonial Secretary and Leader of the Upper House. In 1891 joined the present Government as Attorney-General and Colonial Secretary. Was made a K.C.M.G. in 1892.

WE LEAD, COMPETITION FOLLOWS, DUNSTABLE HOUSE Now re-modelled and enlarged, is the Great Central Depot for everything in DRAPERY Of the Newest and Most Fashionable Character. MEN'S AND BOYS' CLOTHING Of Every Description Ready-made or Made to Order. TAILORING AND HAT MAKING ALL UP-TO-DATE. NEW INDUSTRY: Macintosh Clothing for Ladies & Gentlemen MADE UP ON THE PREMISES. J. BALLANTYNE & Co. CHRISTCHURCH.

Hon. W. Montgomery, M.L.C.

(Member of the Executive without Portfolio).

Hon. W. Montgomery, M.L.C.

WILLIAM MONTGOMERY was born in London, in 1822, and is therefore 73 years of age. His parents were Ulster people, and he was educated at Belfast. Followed seafaring pursuits in early life, but in 1860 settled as a merchant in Canterbury. Was an active Provincial, politician, being Treasurer of Canterbury in 1868-70. Was returned to House of Representatives for Akaroa in 1874, and continued to represent that district till 1887, when he retired. In 1893, was called to the Legislative Council, and there acts as Member of the Executive without portfolio. Declined Cabinet office in the Grey Government of 1877; led the Opposition against the Atkinson Government which succeeded Sir George Grey's Ministry. Was Colonial Secretary and Minister of Education in the first Stout-Vogel Government of 1884, which Ministry lasted only a fortnight; declined office in the second Stout. Vogel Government set up a few weeks later. Has always taken an active interest in local politics, and is at present a member of the Board of Governors of Canterbury College, and a member of the North Canterbury Board of Education. His son (Mr. W. H. Montgomery) sits in the Lower House for Ellesmere, which includes the whole of his father's old constituency.

S. SALEK, JEWELLER & OPTICIAN, East Street, Ashburton, New Zealand. IMPORTER OF Diamond Goods, Silver & E.P. Ware GOLD AND SILVER JEWELLERY. The Largest and Finest Stock in the Ashburton District is to be seen at the above Jewellery Establishment. Importer of Goods specially suitable for MARRIAGE OR BIRTHDAY PRESENTS AND PRESENTATIONS. DEPARTMENTS: Watch Repairing Department.—A staff of skilled workmen only employed. Repairs receive careful attention. Manufacturing Department.—Every description of Diamond, Gold and Silver Jewellery made up to order. Optical Department.—Sights Tested and all errors of refraction corrected by an improved method of testing. THE LEADING JEWELLERY ESTABLISHMENT IN THE DISTRICT. S. SALEK, EAST STREET, ASHBURTON, NEW ZEALAND.

Sir G. Grey, K.C.B.

Late Senior Member for Auckland,

Sir G. Grey, K.C.B.

Although SIR GEORGE GREY has recently retired from the politics of the Colony, no *brochure* such as this would be complete without reference to him. Born at Lisbon in 1812, the son of a soldier, he entered the British Army in 1829, and having cultivated scientific tastes, eight years later he set about exploring the North-West coast of Australia; 50 years ago he was appointed Governor of the Colony, when 32 years of age. Nine years later he went to the Cape as Governor; in 1861 came back to the Colony as Governor, but owing to differences with the Home Office was recalled. His subsequent history is familiar. He went to England and on his return retired to his island home at Kawau. Thence he emerged a political power. He became Superintendent of Auckland, then stood for Parliament and became M.H.R. for the City of Auckland. He formulated a Liberal policy with which he swept the country, but was himself incapable of giving effect to his own schemes of social regeneration. Becoming Premier in 1877, he surrounded himself with young able men like Sheehan, Ballance and Stout, but his want of practical knowledge of men and things speedily wrecked his Government, and the Hall Government on their return to power two years later, carried into effect the progressive proposals on which Sir George Grey had created the Liberal party. The work done by him has, however, remained, and New Zealand has "led the van" of the Australasian Colonies in many important matters. He held a seat for Auckland uninterruptedly until his recent resignation, when Mr. Thomas Thompson was returned.

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The Late Mr. John Ballance,

Deceased Leader of the Liberal Party.

The Late Mr. John Ballance,

Died 1892.

RE-ESTABLISHED. SHAW, ROBINSON & CO. (LATE OF "THE HALL," HIGH STREET, CHRISTCHURCH), Have great pleasure in advising the Public generally that their NEW PREMISES, Commerce House, 213, Cashel Street (Situated immediately opposite the "Press" Company's Office), Are now out of the contractor's hands, and OPEN FOR BUSINESS. A LONG LEASE has been taken, extensive alterations and additions have been] made, and the whole building thoroughly RE-MODELLED, and specially designed and fitted for doing a large business. The floor space at our disposal exceeding an eighth of an acre in area. IMPORTANT BLOCK OF BUILDINGS.-The situation is thoroughly central forming a part of the most important block of buildings which for upwards of THIRTY YEARS have been the Chief Centre and Emporium for the distribution of GENERAL DRAPERY, CLOTHING, &c., in the City of Christchurch. THE MANAGEMENT.—Each Department of the Business is under a Special and Competent Head, and rent and general working expenses are low. We go direct to the Manufacturers for our Goods, paying prompt cash, and receiving all discounts. We sell for Cash only, thus avoiding all risk of bad debts. ENTIRELY NEW STOCK.-Being a New Business, our Stock is ABSOLUTELY NEW throughout every Department, imported specially for this Season's Trade, and WE ARE CONFIDENT that those who favour us with their business will be highly satisfied, as we shall leave nothing undone to merit and retain the confidence and goodwill of every customer. SHAW, ROBINSON & CO., COMMERCE HOUSE, No. 213, CASHEL STREET,

CHRISTCHURCH (Immediately opposite "Press" Office).

Sir Robert Stout, K.C.M.G.

Senior Member for Wellington.

Sir Robert Stout, K.C.M.G.

SIR ROBERT STOUT. K.C.M.G., was born at Lerwick, Shetland Islands, Scotland. in 1844, and is thus 50 years of age. He came to New Zealand in 1863. when nineteen years of age, and has thus been thirty-one years in the Colony. He was a schoolmaster in the early days of his colonial career, but in 1871 became a barrister and solicitor. In 1872 he entered the Otago Provincial Council, and sat in that body till 1876 (during two Councils). Amongst the offices held by Sir R. Stout have been the following:—Provincial Solicitor, Member of the Otago Education Board, Waste Lands' Board, Otago University Council, Fellow of the New Zealand University Council. He was elected to the House of Representatives in 1875, and became Attorney-General in 1878-9, under Sir George Grey. He resigned his seat, but re entered Parliament in 1884, and became in that year Premier, Attorney-General and Minister for Education in the Stout-Vogel Administration of 1884-1887. In the latter year he was defeated, and retired till the session of 1892, when he was returned for Inangahua. At the last general election he was returned for Wellington. He was created K.C.M.G. in 1886.

Results of General Election, 1893:—

Votes recorded, 36,102; number on roll, 16,497. Women on roll, 7280, of whom 6146 voted.

THE PREMIER HARDWARE HOUSE. FUR EVER INCREASING BUSINESS has been built up on the well-known fact that we give Best Value in ever line. Having a LARGE, WELL-ASSORTED STOCK we can add to the advantages of price and quality that of a WIDE SELECTION. SPECIAL LINES OF NEW GOODS: TILED REGISTER GRATES AND HEARTHES—A Stock Unsurpassed in New Zealand. MARBLE, SLATE AND WOOD MANTELPIECES. HEATING AND COOKING STOVES—A. Large Selection. ELECTRO-PLATE AND SOLID SILVER GOODS—Latest Desigrs and Remarkable Value. LAMPS, comprising the latest productions in Rochester and Duples Table and Hanging Lamps, of Excellent Value. FENDERS, FIREIRONS AND COAL VASES. GUNS AND AMMUNITION— A Splendid Assortment, at prices to suit all Buyers. General and furnishing Hardware IN GREAT VARIETY. EDWARD REECE & SONS 113-125, COLOMBO STREET, CHRISTCHURCH. ESTABLISHED 1856.

Captain W. R. Russell (Leader of the Opposition),

Hawke's Bay.

Captain W. R. Russell (Leader of the Opposition),

WILLIAM RUSSELL RUSSELL was bom at Sandhurst, England, in 1838, and is [unclear: erefore] 57 years of age. He landed in the Colony in July, 1845, but only settl[unclear: ed] it in 1862. Is a sheepfarmer. Captain Russell has held the following positions:—Member of the Hawke's Bay Provincial Council, County Council, and Educational Board; has been Chairman of Hospital Board and Charitable Aid Board. Member Waste Lands Board, Road Boards. President of Hawke's Bay Jockey Club, [unclear: ricultural] and Pastoral Society, and Chairman of Hastings School Committee; Chairman of Conference of New Zealand Jockey Clubs. Sat in House of Represent-ees from 1876 to 1881 inclusive, and was defeated by Mr. F. Sutton. In 1884, [unclear: feated]

Mr. Sutton and sat ever since for Hawke's Bay Electorate. In 1883 was Chairman of the Midland Railway Commission. In 1884 joined Sir H. A. Atkinson's Sort-lived Ministry as Postmaster-General. In 1889-90-91 was Colonial Secretary, Minister of Justice and Defence, in the last Atkinson Government. In 1890 attended the Australasian Federation Conference at Melbourne, as one of the representatives for New Zealand. In 1891 attended the National Australasian Convention, at Sydney, as one of the representatives for New Zealand. Captain Russell's leading political principles are opposition to borrowing, and advocacy of free trade.

Result of General Election, 1893:—

Votes recorded, 3598; number on roll, 4934. Women on roll, 1278, of whom 938 voted.

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The Late Sir H. A. Atkinson.

Deceased Leader of the Conservative Party.

The Late Sir H. A. Atkinson.

Died 1891.

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Mr. J. Allen,

Bruce.

Mr. J. Allen,

JAMES ALLEN was born in South Australia, came very early to New Zealand with his parents, and was taken to England for education, returning to New Zealand in 1877, and is now 40 years of age. Has held the following positions:—Member of the Dunedin City Council, University Council, High School Board, and [unclear: urious] other local bodies; is still on the University Council and High School Board; is Lieutenant commanding Dunedin Naval Artillery Volunteers; also sat in Parliaments of 1887-1890, 1892 and 1893. Lost his seat at the General Election 1890, but was elected at a bye-election for Bruce a year later, and at the General Election of 1893 was returned unopposed.

Number on roll, 3224, including 1200 women.

HEALTH SUPPLIES CO., 245, Cashel Street (Oxford Terrace), Ch.ch. New Hygienic Treatment Establishment Specially designed for this purpose. RECOMMENDED BY THE MEDICAL PROFESSION. SUPERVISED BY AN EXPERIENCED TEACHER OF HYGIENE: Anatomical Massage, Forest's, Kirk's, or Adapted Treatments. SEPARATE DEPARTMENTS FOR LADIES AND GENTLEMEN. Every Patient is made a study. Baths and Massage are directed with a thorough knowledge of anatomy: the treatment is adapted to the phases of all diseases. TERMS, including Medical Diagnosis, from £1 7s. 6d. to £2 2s. (Cash in advance), for seven treatments. Patients from a distance may be accommodated in a home. Ladies may arrange to consult our experienced Lady Supervisor at o Establishment. "New Method" Hot Baths, Steam Baths, Hot Air Baths, or Special Treatment for Influenza, &c.; or Nurses sent out by arrangement. Infectious Diseases are

not treated in the Establishment, but at the homes of the Patients. BIOCHEMISTRY: DR. SCHUSSLER'S TWELVE REMEDIES, We court and invite inquiry and practical tests by unbiased medical men and the public, assured that the hundreds of recorded cures by these Remedies alone as given by qualified practitioners, may be verified anew, as they are by us continually. This is a scientific yet simple system for the curing of all kinds of diseases. There is no secrecy or quackery. All will bear investigation, and the system will commend itself to medical men or the public. GUIDE, 2/6; REMEDIES, 1/3 per bottle, or case of 14 for 15/- (SEND FOB PAMPHLET). Hand and Fountain Syringes, Muscle Rollers, Olive Oil and Acetic Acid, &c. Health Supplies Co., 245, CASHEL STREET. CHRISTCHURCH.

Mr. F. H. D. Bell,

Second Member for Wellington.

Mr. F. H. D. Bell,

FRANCIS HENRY DILLON BELL is a son of Sir Francis Dillon Bell, who is an ex-Speaker of the House of Representatives and Agent-General of the Colony immediately prior to Sir Westby Perceval's appointment. Mr. Bell was born at Nelson in 1851, and was partly educated at Dunedin, subsequently at Cambridge where he entered at St. John's. On his return to the Colony, he joined Mr. C. B. Izard, of Wellington, barrister and solicitor, the firm being Izard and Bell, and soon took a high position in the legal profession of the Colony. In 1878, he succeeded his partner as Crown Prosecutor and Solicitor at Wellington, a position he held till 1890. He is head of the firm of Bell, Gully and Izard, of Wellington; the second partner in the firm is now Crown Prosecutor, and the remaining member is a son of the founder of the firm (Mr. C. B. Izard). Mr. Bell is an ardent sportsman, and takes great interest, not only in horse racing, but also in rowing and other athletic sports. He is married to a daughter of the late Hon. W. ("Ready-money") Robinson. Mr. Bell was Mayor of Wellington in 1891-2.

Result of General Election, 1893:—

Votes recorded, 36,102; number on roll, 16,497. Women on roll, 7280, of whom 6146 voted.

ESTABLISHED 1863. J. JOHNSTON, ENGINEER, GENERAL SMITH AND IRONMONGER. IMPORTER OF GENERAL HARDWARE. AGENTCIES: Alliance Assurance Companies Deering's Harvesters and Binders P. & D Duncans Agricultural Implements Little's Sheep Dips RANGIORA.

Mr. W. C. Buchanan,

Wairarapa.

Mr. W. C. Buchanan,

WALTER CLARKE BUCHANAN was born in 1838, and is therefore 57 years of age. He is unmarried. As his name indicates, Mr. Buchanan is a Scotchman. He was educated at Greenock, at the parish school, and when comparatively a young man; he determined to seek his fortune in Australia. He arrived in Australia in 1857, and after going through the varied ups and downs of a youngster's start in life came over to New Zealand. For a number of years he followed the business of a cattle dealer and drover between Christchurch and the West Coast. Having made money he proceeded to Wairarapa, in the Wellington district, where he acquired a sheep and cattle run. Since that date Mr. Buchanan has devoted his attention not only to farming pursuits but also to public matters. He has in local and country matters at all times taken a keen interest, and has held a seat in the House uninterruptedly since 1881. He is a noted sheep breeder, and has taken an active part in developing the frozen meat trade in the Wellington district.

Result of General Election, 1893:—

Votes recorded, 3549; number on roll, 4375. Women on roll, 1503, of whom 1313 voted.

ESTABLISHED 1876. ANDREW ORR IMPORTER OF HIGH-CLASS DRAPERY, CLOTHING AND BOOTS. A LARGE STOCK OF Kaiapoi, Roslyn & Mosgiel Goods ALWAYS ON HAND. UP - TO - DATE IN EVERY DEPARTMENT. ANDREW ORR, ASHBURTON.

Mr. C. E. Button,

Third Member for Auckland.

Mr. C. E. Button,

CHARLES EDWARD BUTTON was born at Launceston, Tasmania, in 1839 and is 56 years of age. He arrived in the Colony in 1863, and on the West Coast gold-fields breaking out proceeded to Hokitika, where, besides practising as a barrister and solicitor, he took an active part in local politics. Was Mayor of that town, and also sat for Hokitika in House of Representatives, but resigned his seat, From Hokitika he removed to Christchurch, and after living there a number of years he joined the well-known legal firm of Whiltaker and Russell, Auckland. In the Auckland district Mr. Button has taken an active part in many public matters, both local and colonial. He frequently lectures for Churches and also conducts religious services.

Result of General Election, 1893:—

Votes recorded, 30,584; number on roll, 16,788. Women on roll, 6680, of whom 5283 voted.

Mr. D. Buddo,

Kaiapoi.

Mr. D. Buddo,

DAVID BUDDO was born in Edinburgh, in the fifties, and educated at public schools and by private tutors till old enough to enter the service of the Caledonian Railway Company in their engineering department; on attaining the age of 21 sailed for New Zealand and invested in land. Settled in the Ellesmere District, where he resided for 14 years, and was a member of the Springs Road Board and other local bodies. After a trip to the Old Country and other places of interest some three years ago, he bought a farm at Fernside where he still resides.

Result of General Election, 1893:—

Votes recorded. 3087; number on roll, 3721. Women on roll, 1420, of whom 1299 voted.

Mr. T. L. Buick,

Wairau.

Mr. T. L. Buick,

THOMAS LINDSAY BUICK is about 28 years of age, and is a self-made man. He was taught the trade of a baker, and at one time lived at Oamaru, being now a resident of the Blenheim district. At Blenheim, he joined

the local branch of the Irish National League, and at the suggestion of that body went to Wellington and Christchurch as a lecturer in favour of Home Rule. At the election of 1890 he was returned to the House as a Labour candidate, and during that Parliament lectured at various places on behalf of the National Liberal Association which Mr. Ballance and other Liberals endeavoured to create. Mr. Buick takes a deep interest in all questions affecting shearers, and is a strong temperance man.

Votes recorded, 3226; number on roll, 4139. Women on roll, 1428, of whom 1314 voted

FISH, POULTRY, &c. FRESH EVERY MORNING. HOTELS SUPPLIED AT REDUCED RATES. J. DODDS, 182, Colombo St., Triangle (NEXT LANGDON & STEEL). TELEPHONE No. 174. OYSTER SUFFERS AT ALL, HOURS. A NICE LUNCH, TEA OR SUPPER FOR 1s. SPECIAL. Six Tickets for 5s., available any time. ALL ORDERS PROMPTLY DELIVERED. Note Address: 182, COLOMBO ST., TRIANGLE, CHRISTCHURCH. (NEXT LANGDON & STEEL)

Mr. W. W. Collins,

Third Member for Christchurch.

Mr. W. W. Collins,

WILLIAM WHITEHOUSE COLLINS was born in Harborne, Staffordshire, Eng., in 1854, and is 41 years of age. His father was a well-known manufacturer in the great Midland Capital, and he inherits Radical principles from his grandfather, John Collins, who was one of the Chartist prisoners. Educated partly at a private school and subsequently at Midlaw Institute and Mason's College, Birmingham, Mr. Collins was destined for the ministry of the Baptist Church, but found a preliminary sphere in commercial pursuits. Becoming connected with the Secularists (of whom Bradlaugh and Mrs. Besant were the leading spirits), he threw himself heartily into all the movements, political and otherwise, they initiated. In 1885, holding a diploma as a lecturer from the National Secular Society, he arrived in Sydney, and after touring the Australian Colonies settled in Christchurch, where he established the Lyceum. He also took an active part in all advanced political movements. Early in 1893 he returned to Sydney to lead the Freethought movement there, but at the invitation of his friends again took up his quarters in Christchurch in order to contest the seat, and was returned.

Result of General Election, 1893:—

Votes recorded, 32,715 number on roll, 14,612. Women on roll, 6710, of whom 5989 voted.

Mr. W. C. F. Carncross,

Taieri.

Mr. W. C. F. Carncross,

MR. WALTER C. F. CARNCROSS was born at Bendigo, Victoria, in 1853, and is thus 42 years of age. He came with his parents to this Colony in 1862, and after obtaining a fair education partly learned the printing trade. He then devoted himself to the stationery trade in Dunedin, becoming salesman and commercial traveller for Wise and Company. As years rolled by he devoted himself to literary pursuits, contributing frequently to country newspapers. With considerable pluck and under difficulties, he in 1881 established at Mosgiel, near Dunedin, the *Taieri Advocate*, a paper which he still owns and edits. He contested the Taieri seat in 1884 and 1887 against Mr. Fulton, being defeated the first time by 76 votes, and the second time by only 7 votes. In 1890 there were four candidates, and Mr. Carncross scored an easy victory. He has been connected with various Friendly Societies, was a member of the local Borough Council and Licensing Committee, is a prominent member of the district Racing Club, and holds a commission as Captain of the Taieri Rifles.

Result of General Election, 1893:—

Votes recorded, 2724; on roll, 3565. Women on roll, 1356, of whom 1117 voted.

Mr S. Carnell,

Napier.

Mr S. Carnell,

SAMUEL CARNELL was born at Old Lenton, Nottinghamshire, in 1833, and is therefore 62 years of age. He arrived in Napier in 1865, and has ever since carried on business as a photographer. He has been for many years an active local public man, and holds at present seats on several governing bodies, besides being a J.P. Mr. Carnell is an active spirit in the Temperance cause, and at last election defeated Mr. Swan, who is a brewer, and had held the seat for several years.

Result of General Election. 1893:—

Votes recorded, 3708; number on roll, 4220. Women on roll, 1849, of whom 1660 voted.

Buy Your Drapery OF A. H. KING, LONDON HOUSE, RANGIORA. HOUSEHOLD DRAPER, MILLINER, AND LADIES' OUTFITTER. Ladies' and Children's Underclothing MANUFACTURED ON THE PREMISES. No Goods Bought but what can be thoroughly recommended for STYLE, DURABILITY & ECONOMY. SMALL EXPENSES! SMALL PROFITS! THEREFORE LOW PRICES AND GOOD VALUE. A TRIAL SOLICITED.

Mr. J. Graham,

Nelson.

Mr. J. Graham,

JOHN GRAHAM was born at Riwaka, near Nelson, in the forties. His father was one of the first settlers under the New Zealand Company, and arrived in Nelson in 1842. The present member for Nelson received his education at private schools, and at a comparatively early age was apprenticed to the business of a tinsmith. Arrived at manhood's estate he started in business for himself, and has carried on successfully as a manufacturer of tinware, &c. A number of years ago Mr. Graham displayed aptitude for public affairs, and was placed upon the Nelson City Council, School Committee (of which he was Chairman for a number of years). These positions prepared him for the higher honour conferred upon him in 1893, when he defeated two ex-members of the House (Messrs. Hursthouse and J. Kerr).

Result of General Election, 1893:—

Votes recorded, 3827; number on roll, 3766. Women on roll, 1629, of whom 1473 voted.

KAIAPOI STORE, KAIAPOI. "Quality the Test of Cheapness." G. H. BLACKWELL HAS A LARGE STOCK OF Drapery, Millinery & Dress Goods, CLOTHING, BOOTS & SHOES, CROCKERY AND GLASSWARE, Lamps & Brushware, Grocery & Hardware, Etc., Etc., AND GENERAL MERCHANDISE All Unimpeachable in Quality and Value. PRODUCE A LEADING LINE. Bacon Cured on the Premises in Large Quantities. Agent for the London and Lancashire Fire Insurance Co., and the Celebrated "Zealandia" Boots and Shoes. Dressmaking a Specialty. First-class Workmanship. Hilton Street, Kaiapoi.

Mr. W. Earnshaw,

Second Member for Dunedin.

Mr. W. Earnshaw,

WILLIAM EARNSHAW was born at Manchester, England, in 1852, and is thus 43 years of age. Was apprenticed to the trade of a brass-finisher, and at the close of his apprenticeship visited the United States to gain experience in his trade. Returning to England, he determined to emigrate to New Zealand, but his roving disposition, coupled with a desire to gain information, led him to travel through Australia and thence to San Francisco; thence he returned to England, and shipped as a marine engineer for Melbourne, where he worked on the wharves. Came over to New Zealand in 1878, and "swagged" it from Dunedin to Christchurch, where he was for two years employed in the Addington Workshops. Owing to the 10 per cent, reduction lost his appointment, and removed to Dunedin where he followed his trade until elected for Peninsula as a Labour candidate in 1890, when he defeated the Hon. William Larnach. Owing to changes in the electorate he determined at the election of 1893 to stand for the City of Dunedin seat, and was returned second on the poll.

Result of General Election. 1893:—

Votes recorded, 34,584; number on roll, 16,936. Women on roll, 7644, of whom 6306 voted.

v. R. BY APPOINTMENT TO HIS EXCELLENCY THE GOVERNOR. W. FERRIER, PHOTOGRAPHER, STAFFORD STREET, TIMARU. W.F. is constantly in receipt of the Highest Unsolicited Testimonials. Always on hand a large and well-assorted stock of Views. ROBERT BOWIE, AND DIRECT IMPORTER OF China, Glass, Earthenware, Brushware, Cutlery, E.P. and N.S. Tableware, Lampware, Vases, and Fancy Goods. ALSO, GROCERIES AND OILMEN'S STORES FROM ALL THE MOST CELEBRATED HOUSES IN BRITAIN. TEAS I pay great attention to this line, and Customers may rely on getting the very best value in Indian, China and Ceylon Teas. Own Cure Hams and Bacon Guaranteed Dairy Fed. Factory Butter Fresh in Twice Weekly. NOTE THE ADDRESS- ROBERT BOWIE, Suitor's Buildings, Stafford Street, Timaru,

Mr. F. R. Flatman,

Pareora.

Mr. F. R. Flatman,

F. R. FLATMAN was born at Manor Farm Lound, Suffolk, and is 52 years of age. He has been 33 years in the Colony, and is a farmer and storekeeper. Has been a member of the Geraldine Road Board for 20 years, and Chairman for the last 5 years. Member of the Timaru and Gladstone Board of Works, member of Timaru Harbour Board, Chairman Woodbury Domain and Cemetery Boards served some years on Waihi Bush School Committee.

Result of General Election:—

Votes recorded, 2971; number on roll, 3994. Women on ro 1277, of whom 1171 voted.

Mr. G. Hall,

Waipawa.

Mr. G. Hall,

CHARLES HALL was born at Malton, in the North Riding, Yorkshire, and is [*unclear*: 5] years of age. He has been 20 years in the Colony, and has held the following public positions:—Member of the Woodville Road Board; Chairman of School Committee; twice Chairman of the Waipawa County Council; Member of the Hawke's Bay Land Board; Coroner for Woodville, Danevirke and Pahiatoa Districts, and Mayor of Woodville.

Result of General Election, 1803:—

Votes recorded, 3989; number on roll 4902; women on roll 1482, of whom 1299 voted.

Major B. Harris,

Franklin.

Major B. Harris,

BENJAMIN HARRIS was born at Lisburn, Ireland, in 1837, and is 58 years of age. He came to the Colony in 1846. In 1861 was a member of the first Road Board of Pukekohe East and continued so for 20 years. In 1862 was elected a member of the Church of England Synod. In 1863 elected Lieutenant of the Otahuhu Royal Cavalry Volunteers and served in the Waikato campaign, for which he received War Medal. In 1869 he was Captain of the Pukekohe Rifle Volunteers and also the Tuakau Rifle Volunteers. In 1874 he was elected to the Auckland Provincial Council; 1876 member of the Franklin County Council; 1878 Major of the New Zealand Volunteers; 1879 to 1884 sat in Parliament for Franklin; 1875 Captain of the South Franklin Rifles, (Long Service Medal); 1892 he was a member of the Waste Land Board. He was Chairman of the Harrisville School Committee for 18 years.

Result of General Election, 1893:—

Votes recorded, 3279; number on roll, 4122. Women on roll, 1679, of whom 1481 voted.

Commercial Hotel,

Ashburton.

T The Commercial Hotel is one of the Finest Hotel Buildings in Canterbury. It covers a quarter-acre of ground, and supplies every accommodation that could be desired by the most fastidious. The Hotel was built in 1877 to meet the requirements of the great crowd of travellers whom the land boom then on brought to Ashburton, and in every department the accommodation is extensive. The main Dining-Room is a chain long by 25ft. wide. The Commercial Room adjoining has no equal in Canterbury for size, while for private transactions the large Commercial Room upstairs supplies the necessary privacy combined with comfort.

The Kitchen is commodious and fitted with all the modern *cuisine* appliances, and the Proprietor prides himself on the excellence of his table.

The Dormitories comprise thirty rooms, including Four Suites of Family Rooms, opening on a Balcony commanding a full view of the celebrated Ashburton Domain, and a long uninterrupted aspect reaching away to the Southern Alps.

The Hotel is within a few seconds' walk of the Railway Station, and a traveller turning to the left, and making along the main street of the town, will strike the Hotel easily.

Stabling and conveyances are available in connection with the Hotel.

The water supply is abundant, and the Bathroom accommodation perfect.

The Cellar is under the care of the Proprietor specially, whose experience in this department, extending over twenty-five years, enables him to claim to be a *connoisseur*, and his liquors therefore are beyond cavil.

The House is in every way commendable as a home for travellers—quiet, reasonable in charges, and rigidly

respectable.

The attendance is a speciality, the best servants only kept.
Rail, Post and Telegraph Offices within a few seconds' walk.

John Henry, Proprietor.

Mr. W. Hall-Jones,

Timaru.

Mr. W. Hall-Jones,

WILLIAM HALL-JONES was born at Folkestone, England, in 1853, and is thus 42 Years of age. Mr. Hall-Jones has carried on business for a number of years at Timaru as a builder. After several years' experience upon the Timaru Borough Council and the Levels Road Board, he was first returned to the House in 1890, at a bye-election caused by the death of Mr. R. Turnbull. At the General Election in 1890, Mr. Hall-Jones had no difficulty in retaining the seat, and acted with Mr. Perceval (prior to his acceptance of the Agent-Generalship) as Whip to the Ballance Ministry, a position he subsequently held in conjunction with Mr. W. C. Smith. Mr. Hall-Jones resigned the position of Whip about the time of Mr. Ballance's decease.

Result of General Election, 1893:—

Votes recorded, 3421; number on roll, 4212. Women on roll 1804, of whom 1612 voted.

Mr. Hone Heke,

Northern Maori District.

Mr. Hone Heke,

HONE HERE is a young Maori, grandson of the celebrated chief of the same name, who took part in the first great war. He is well educated, and takes a keen interest in all matters pertaining to the Native race. At the General Election in 1893, the votes recorded were:—

Mr. A. W. Hogg,

Masterton.

Mr. A. W. Hogg,

ALEXANDER WILSON HOGG was born at Glasgow, in 1845. At the age of twelve he, with his relatives, came out to Victoria, where he followed up the rushes for a lime, trying his fortune as a digger, storekeeper, farmer, and finally journalist. Eighteen years ago he arrived at Dunedin, when he joined the staff of the *Southern Mercury*; since then he has edited journals in Ashburton, Timaru and Masterton. He was returned as member for Masterton at the General Election of 1890. For years he took an active interest in educational matters on the local School Committee, besides occupying the position of Licensing Commissioner, and during

the last four years he has been a member of the Wellington Land Board. At last General Election he was opposed by Mr. W. W. McCardle, a local politician, and Mr. Harkness, ex-M.H.R. for Nelson, and formerly Opposition Whip. In Victoria he took a prominent part in forming a Miners' Protection League, the object of which was to substitute Courts of Arbitration for Law Courts. He has been the recipient of a number of very substantial testimonials from his constituents.

Result of General Election, 1893:—

Votes recorded, 3764; number on roll, 5409. Women on roll, 1458, of whom 1212 voted.

Trust and Agency Company OF AUSTRALASIA, LIMITED. INCORPORATED. 1860. AUTHORISED CAPITAL - - £2,000,000 SUBSCRIBED - - £1,750,000 RESERVE FUND - - £180,000 DIVIDEND RESERVE FUND - - £20,000 Directors: FRANCIS A: BEVAN, CHAIRMAN. RT. HON. Lord STRATHEDEN & CAMPBELL SIR DANIEL COOPER, BART., G.C.M.G. FREDK. GREEN, ESQ. JAMES HORA, ESQ. RIGHT HON. LORD KINNAIRD. Bankers: In London—MESSRS. BARCLAY, BEVAN, TRITTON, RANSOM, BOUVERIE AND CO. In the Colonies—BANK OF AUSTRALASIA. Secretary—E. N. SENIOR, ESQ. Managing Agents in Australia—MESSRS. GIBBS, BRIGHT AND CO., Melbourne. In New Zealand—Manager—CHAS. ROBT. BLAKISTON, Christchurch. Sub-Manager and Inspector—JAS. NATHL. HAMER, Christchurch. Solicitors and Agents: Messrs. W. H. WYNN-WILLIAMS, Christchurch; Messrs. CHAPMAN AND TRIPP, Wellington; and Messrs. SAINSBURY AND LOGAN, Napier. HEAD OFFICE IN NEW ZEALAND: 211, HEREFORD STREET, CHRISTCHURCH. TELEPHONE No. 475.

Mr. G. Hutchison,

Patea.

Mr. G. Hutchison,

GEORGE HUTCHISON is the eldest son of Mr. W. Hutchison, third member for Dunedin. Born in Scotland, he was partly educated in that country and partly in Ireland. Arriving with his parents in the Colony in 1865, after studying law for some time he took one sessional course at the Otago University, and was admitted to the legal profession in 1872. He at once, with Mr. Denniston (now on the Supreme Court Bench) started practising at Wanganui. The partnership soon came to an end, but Mr. Hutchison continued the business, and built up a successful and prosperous practice, in which Native land business, of which Wanganui was an important centre, occupied a prominent part. In 1881 he came out as a candidate, but retired in favour of Mr. Bryce. In 1884 stood against Major (afterwards Sir Harry) Atkinson, but was defeated. Was returned for Waitotara at the elections of 1887 and 1890, The name of the district was changed to Patea in 1893. Mr. Hutchison now resides in Wellington. He was in earlier years an active volunteer, being adjutant of the West Coast (N.I.) Battalion.

Result of General Election, 1893:—

Votes recorded, 2631; number on roll, 3621. Women on roll, 1126, of whom 961 voted.

Mr. R. M. Houston,

Bay of Islands,

Mr. R. M. Houston,

R. M. HOUSTON was born at Belfast Ireland, in 1846, and is thus 49 years of age. His father was a clergyman. Mr. Houston was educated at Belfast, and when about 20 years of age determined to seek his fortune in this Colony. For several years after his arrival in New Zealand, he was engaged in school teaching in the Otahuhu district. His mind being bent towards commercial pursuits, he made his way to the North of Auckland district, and he became the proprietor of a general store at Mongonui, also entering largely into the

timber and kauri gum trades. His aptitude for business marked him out for public life, and he was elected to the local bodies in his district, being Chairman of the Mongonui County Council as well as holding several other offices on local bodies. He was first returned to the House in 1890, when he defeated Messrs. Trounsen, Lunden and Dargaville. He is Chairman of the Native Affairs Committee.

Result of General Election, 1892:—

Votes recorded, 3030; number on roll, 4916. Women on roll, 1051, of whom 828 voted.

Mr. W. Hutchison,

Third Member for Dunedin.

Mr. W. Hutchison,

WILLIAM HUTCHISON was born in 1820, in the rural parish of Bellie, Banffshire, Scotland. He cultivated literature at an early age and in 1845 was appointed Editor of *The Banner*, an Aberdeen newspaper, started in advocacy of a liberal political policy as held by a large section of the members of the "Disruption" Church of 1843. He afterwards edited the *Fife Herald*, and continued varied literary work until he emigrated to New Zealand in 1865. Mr. Hutchison landed with his family in Auckland in May of the above year, and very soon was engaged as Editor of the *Wanganui Chronicle*, of which newspaper, after some time, he became proprietor. While in Wanganui, he took an active interest in all public affairs; represented the District in the Wellington Provincial Council; member of the Education Board and Mayor of Wanganui. Went to the City of Wellington and successfully started a daily paper. In 1875 was elected Mayor of Wellington, his opponent being the Hon. Mr. Gisborne. Occupied the Mayoral Chair for five terms, and in 1879 was elected M.H.R. for the City, which position he held for two Parliaments. In 1890, was elected one of the members for the City of Dunedin. He now holds that office.

Result of General Election, 1893:—

Votes recorded, 34,584; number on roll, 16,936. Women on roll, 7644, of whom 6306 voted.

N. C. SCHUMACHER, Successor to J. B. MILSOM, (ESTABLISHED 1859), Licensed Brewer Celebrated Hop Beer, AERATED WATER AND CORDIAL MANUFACTURER, LONDON STREET, LYTTTELTON, N.Z. Shipping Supplied. Ships' own bottles refilled. N. C. SCHUMACHER, Firewood and Coal Merchant, CORNER NORWICH QUAY & DUBLIN STREET, LYTTTELTON. Orders punctually attended to at Lowest Current Rates. Shipping Supplied with Dunnage Wood, &c.

Mr. J. Joyce,

Lyttelton.

Mr. J. Joyce,

JOHN JOYCE was born in Cornwall in 1889, and is therefore 56 years of age. His father emigrated to Victoria and was a brave police officer, subsequently coming to New Zealand. The member for Lyttelton in early days was a sergeant of the water police at Port Chalmers, and also clerk of the Court. He determined to follow the legal profession, and in 1868 articed himself to Mr. Hodgkinson; in 1873 passed the necessary examinations and joined in establishing the firm of Joyce and Adams. In 1879 removed to Christchurch, where he established himself, and has held the offices of Mayor of Sydenham (twice), Major N.Z. Volunteers, member of the North Canterbury Board of Education, Chairman of the Lyttelton Harbour Board, and other public positions. In 1887 he was returned to the House, defeating Mr. Allwright, the sitting member, and has held the seat at the subsequent elections. Mr. Joyce is Chairman of the "M. to Z." Public Petitions Committee, and usually acts as Chairman of Committees in the absence of Mr. Guinness, the elected Chairman.

Result of General Election, 1893:—

Votes recorded, 2789; number on roll, 4589. Women on roll, 1581, of whom 1324 voted.

Mr. W. Kelly,

Bay of Plenty.

Mr. W. Kelly,

WILLIAM KELLY was born in County Louth, Ireland, and is 55 years of age. He has been in the Colony 32 years, and has held the following positions:—Captain of the Bay of Plenty Cavalry during the disturbed times; Member of the Auckland Provincial Council for Howick and Opotiki; Member of the Tauranga County Council for years, and Chairman of the Rotorua County Council. He has also served on Town Boards, Road Boards and School Boards. Elected in 1870 to the House of Representatives and sat till 1875. Elected again in 1887, and has sat continuously ever since.

Result of General Election, 1893:—

Votes recorded, 2835; number on roll, 4139. Women on roll, 1172, of whom 1003 voted.

Mr. J. W. Kelly,

Invercargill.

Mr. J. W. Kelly,

JAMES WHITE KELLY was elected as a Labour Member by the Invercargill constituency in 1890. He is 40 years of age, having been born in Carluke, Lanarkshire, in 1855. Though left an orphan when fourteen years of age, he manfully set to work to carve out his own destiny. He made the best of the education the village school provided, and after serving his apprenticeship to the tailoring trade came to this Colony when twenty years of age, arriving in 1875. He mixed a good deal in local public affairs, being a town councillor for the borough of South Invercargill, and subsequently Mayor. At the time of his first election in 1890 he was Secretary of the Southland Trades Council, and Chairman of the local branch of the Amalgamated Society of Railway Servants.

Result of the General Election, 1893:—

Votes recorded, 3604; number on roll, 4608. Women on roll, 1968, of whom 1648 voted.

BOWLKER & RUTLEDGE, (Formerly FORD & OGDEN), MANUFACTURERS OF Glazed Stoneware Pipes, Junctions, Sinks, Traps, Syphons, Guttering, Firebricks, and Tiles, Chimney Pots, Flower Pots, Fire Clay, &c. Field Pipes: 2in., 3in., 4in., 6in. & gin. WORKS: SOUTH MALVERN. OFFICE & YARD: 58, Manchester Street, CHRISTCHURCH. Three First Orders of Merit, N.Z. and South Seas' Exhibition, Dunedin; Highest Awards for Glazed Pipes at Canterbury A. and P. Show, 1889, 1890, 1891, and 1892.

Hon. W. J. M. Larnach, C.M.G.,

Tuapeka.

Hon. W. J. M. Larnach, C.M.G.,

WILLIAM JAMES MUDIE LARNACH was born at "Castle Forbes," Hunter's River, N.S.W., in 1838. For thirty-five years of his early life Mr. Larnach's attention was devoted to Agricultural and Pastoral, and Commercial and Banking pursuits, but chiefly the latter. He first came to New Zealand from Victoria under a terra engagement with the London Directors of the Bank of Otago as chief Colonial Manager, and successfully conducted its business for about seven years until merged into the National Bank of New Zealand. In 1876, he entered the House of Representatives as member for Dunedin, his colleagues being Messrs. Macandrew and Stout. In 1877, at the request of his party, he moved the no-confidence motion which ejected from office the Atkinson-Ormond Government, thus leading to the formation of the Grey Government, in which Mr. Larnach held the portfolios of Treasurer, Public Works and Railways, and Commissioner of Stamps. Under his proposals the Provincial land funds were made Colonial revenue, and the three million loan was raised, Mr. Larnach proceeding to England to negotiate that loan. He also acted as N.Z. Commissioner at the Paris Exhibition of 1878, and visited the United States and Canada *en route*. Through Mr. Larnach's suggestions and his efforts in conjunction with his co-agents, the Bank of England after a few days' consideration agreed for the first time to act as loan agents for the floating of a loan for this Colony, or for any of the Australasian Colonies. Mr. Larnach remained in London for nearly two years, taking part from time to time in matters of importance relating to the Colony's finance. He returned to New Zealand early in 1880. In 1881, at a bye-election, was returned for the Peninsula seat, rendered vacant by the death of Mr. Seaton. He sat for that district until 1890, when he was defeated. He was Minister of Mines and Marine during the reign of the Stout-Vogel Government; in 1891, he was appointed Chairman of the Royal Commission to enquire into the working of the Public Trust Office, and on the recommendations of that Commission, after its searching enquiry, great improvements have been effected in the management of the Public Trust Office. At the General Election in 1898, Mr. Larnach was a candidate for Wakatipu, but entering the field late, he was defeated. On the death of Mr. Vincent Pyke in 1894, the Tuapeka seat became vacant. The candidates were the Hon. Mr. Larnach and Mr. M. J. Scobie Mackenzie. The contest was bitterly fought, and resulted as follows:—

At the General Election (when Mr. V. Pyke was returned) there were 3654 names on the roll, the votes recorded being 2865. The number of women on the roll was 1115 of whom 1007 voted.

Mr. F. W. Lang,

Waipa.

Mr. F. W. Lang,

FREDERICK WILLIAM LANG was born in Kent, educated at Blackheath, and came to the colony in 1872. Settling in the Waikato district, he devoted himself to farming pursuits. His amiability and steadiness of character soon gained him friends (first in the cricket field), and he was put on both the Road Board of his district and the Waipa County Council, of which he was Chairman for a number of years. He was also on the Waikato Hospital and Charitable Aid Board. The seat he holds was formerly held by Mr. John Bryce.

Result of General Election, 1893:—

Votes recorded, 2893; number on roll, 3737. Women on roll, 1306, of whom 1073 voted.

Mr. J. Macintosh,

Wallace.

Mr. J. Macintosh,

JAMES MACINTOSH is a Scotch gentleman, well advanced in years. For a number of years he resided in Victoria, and was at one time a member of the Legislature of that Colony. Arriving in New Zealand he settled

in the southern part of the colony and took up land. He was first elected to the House in 1890, when he defeated Dr. Hodgkinson.

Result of General Election, 1893:—

Votes recorded, 2841; number on roll, 4398. Women on roll, 1186, of whom 906 voted.

DRUMMOND'S Railway Refreshment Rooms CHRISTCHURCH & ASHBURTON, N.Z. THE FIRST QUALITY OF WINES AND SPIRITS Always in Stock at Reasonable Prices. Country Customers supplied either with Bottle or per Gallon. ORDERS PUNCTUALLY ATTENDED TO,

Mr. F. Lawry,

Parnell.

Mr. F. Lawry,

FRANK LAWRY was born near the Cheddar Valley, Somerset, in 1842, and is thus 53 years of age. He was brought up as a farmer, and on his arrival in the Colony in 1864 devoted himself to dairy farming. He has always taken an active interest in farming pursuits, and is the Chairman of the Stock Committee. Amongst other public positions held by him are the following:—Chairman Epsom Road Board and the North Auckland Cattle Board, and member of the Auckland Board of Education. He has always been a prominent member of the Auckland Agricultural and Pastoral Association. He was first returned to the House in 1887 for Franklin North, but had been twice previously defeated, once by Sir G. M. O'Rorke, and once by Major Hamlin. He has sat uninterruptedly since 1887. He takes an active interest in sporting matters, and is a strong anti-prohibitionist.

Result of General Election, 1893:—

Votes recorded, 3266; number on roll, 4194. Women on roll, 1925, of whom 1695 voted. It may be noted that more women voted in this constituency than in any other "single" constituency at last election.

H. HAWKINS & Co. NORWICH QUAY, LYTTTELTON. Wines, Spirits & General Merchants AGENTS FOR COMMERCIAL UNION INSURANCE CO. SHIPPING SUPPLIED —WITH— BONDED & FREE STORES. THE FOLLOWING GOODS ALWAYS IN STOCK:— Factory Cheese and Butter Akaroa Cheese Separator Butter Dairy Butter Salt Butter Potatoes New Laid Eggs Hams and Bacon, Green and Smoked.

Mr. T. Mackenzie,

Clutha.

Mr. T. Mackenzie,

THOMAS MACKENZIE was born in Edinburgh in 1854, and is thus 41 years of age. When four years of age he arrived with his parents in Dunedin, and was educated in that city. He learned the profession of a surveyor, but drifted out of that into mercantile pursuits. In 1877, he purchased a large general store keeping business at Balclutha, which proved so successful that in about ten years he was able to retire. He has always taken a lively interest in local matters, and prior to standing for election to the House was for two years "Premier" of the Balclutha Parliamentary Union. His early surveying experiences have created in him a love for exploration, and Mr. Mackenzie has done excellent work in opening up new country. Results of his efforts are found in papers attached to the annual reports of the Lands Department. Though not a prohibitionist he represents the one electorate in the Colony, which, at the poll in 1894. declared for prohibition.

Result of General Election, 1893:—

Votes recorded, 311; number on roll, [unclear: 41] Women on roll 1353, of whom 1168 voted.

BOYD & KEIR SAW & PLANING MILLS, Timber Merchants & Builders RANGIORA. AGENTS FOR SHARPLIN & Co., Sawmillers ALFORB FOREST, AND LACE & Co., Sawmillers, BIRCH HILL.

Mr. W. S. Maslin,

Rangitata.

Mr. W. S. Maslin,

WILLIAM STEPHEN MASLIN was born at Brentford, Middlesex, England, in 1850, and is therefore 45 years of age. He came to the Colony in 1858 with his parents, and after growing up settled in the Geraldine district, engaging at first in bushwork. Saving money, he began life seriously as a storekeeper, and developed into an auctioneer and general commission agent, which business he has now followed for a number of years. Mr. Maslin is also a fairly large farmer, thus qualifying him to represent a purely farming constituency. He has served on various local bodies, and being an acceptable lay preacher and temperance reformer acquired a strong hold on the constituency in which he lives. Mr. Maslin's services are in frequent requisition to fill pulpits in the Wellington district during the session.

Result of General Election, 1893:—

Votes recorded, 2560; number on roll, 4014. Women on roll, 1119, of whom 958 voted.

Mr. Robert McNab,

Mataura.

Mr. Robert McNab,

ROBERT MCNAB was born at Puni Bush, near Invercargill, in 1864. His father, Alexander McNab, landed in New South Wales as far back as February, 1840, and came to New Zealand in 1855, taking up as a sheep-station the ground on which Gore is now built. He was a member of the old Provincial Council of Southland, and for some time Speaker. The present member for Mataura was educated in the Invercargill Grammar School until 1880, when he entered the Otago University. In November, 1883, he passed his examination for the B.A. Degree securing at the same time the Senior Mathematical Scholarship awarded by the New Zealand University. In November, 1884, he passed his M A. Degree with Second Class Honours in Mathematics and Mathematical Physics, In 1886, Mr. McNab entered the office of Messrs. Smith, Chapman, Sinclair and White, solicitors, Dunedin, and studied for the Bar, to which he was called in 1889. In 1890, he commenced the practice of his profession in Invercargill and still carries on the same as a member of the firm of "McNab and Watson," of that town. In November, 1890, he obtained the degree of L.L.B, from his old University. Mr. McNab has always taken a warm interest in the volunteering movement. He commanded the North Dunedin Rifles for three years, and the "G" Battery of Artillery in Invercargill for four years until his election as a member of the House of Representatives. In 1891, he was elected to the Southland Education Board. In 1892, he received the nomination of the Education Board upon the Board of Governors of the Southland Boys' and Girls' High School. Mr. McNab still retains his seat upon both Boards.

Result of the General Election, 1893:—

Votes recorded, 3081; number on roll, 4204. Women roll, 1348, of whom 993 voted.

Mr. J. M'Gowan,

Thames.

Mr. J. M'Gowan,

JAMES M'GOWAN was born in County Down, Ireland, is 53 years of age, and has been 30 years in the Colony; he is a storekeeper. Public positions held:—For 17 years member of the Thames Borough Council; twice Mayor; Chairman of School Committee; for many years Chairman of the Harbour Board; Chairman of High School Governors; President of the Hospital Board. He was returned in 1893 to Parliament on the retirement of Mr. Cadman over the "Rees-Cadman incident." Is Chairman of the Gold Fields Committee of the House.

Result of General Election, 1893:—

Number on roll, 3807; votes recorded, 2989. Women on roll, 1387, of whom 1271 voted.

JOHN SIMS, Coal and Timber Merchant SAWMILLS, ETC., KAIAPOI. Building Materials OF ALL DESCRIPTIONS ON SALE. As I have my own vessels trading to Kaiapoi, I am in a position to supply all kinds of TIMBER AND COAL AT THE LOWEST RATES. Freights by fast sailing vessels can be arranged to various ports in New Zealand.

Mr. R. McKenzie,

Buller.

Mr. R. McKenzie,

RODERICK MCKENZIE was born at Rosshire, Scotland, and is 43 years of age. He has been 24 years in the Colony, and is a contractor, having carried out a number of extensive works. At the General Election he defeated Mr. Eugene O'Connor. Mr. McKenzie is one of the most pugnacious men in the House, and invariably "calls a spade a spade" He keenly watches all matters relating to gold or coal mining, in which his constituents are interested.

Result of General Election:—

Votes recorded, 3421; number on roll, 4054. Women on roll, 1431, of whom 1284 voted.

JAMES BAKER, COMPLETE FURNISHING WAREHOUSE, Brich Buildings, HAVELOCK ST., ASHBURTON. MPORTER OF OVERMANTELS, CABINETS, LINOLEUMS, Floorcloths, Iron and Brass Bedsteads, And Crockery of all descriptions. FURNITURE MADE OF THE LATEST DESIGN, And always a Splendid Collection of Fancy Goods in Stock. People about to Marry can get Furnished from 5s. per week. TIME PAYMENTS.

Mr. J. McLachlan,

Ashburton.

Mr. J. McLachlan,

JOHN M'LACHLAN was born at Ardrossan, Ayrshire, Scotland, in 1840, and is therefore 55 years of age. Arrived at Lyttelton in 1861, and in 1865 settled at Bogside, in the Ellesraere District, where he has followed farming (chiefly as a dairyman) ever since. Has been a member of the School Committee and Ellesmere Road

Board, and on several previous occasions contested the seat. Mr. McLachlan closely watches all questions affecting the farming interest.

Result of General Election, 1893:—

Votes recorded, 3466; number on roll, 5247. Women on roll, 1573, of whom 1380 voted.

Mr. F. M'Guire,

Egmont.

Mr. F. M'Guire,

FELIX M'GUIRE, it is hardly necessary to say, is an Irishman, born in Fermanagh. Arriving in the Colonies when a boy, he lived his early life in Victoria. Coming to New Zealand, he joined the Colonial Forces, and took part in the war on the West Coasts. The war being over, he devoted himself to business, and was successful. He held office as a member of the Taranaki Provincial Council before the abolition of the Provinces; subsequently as Chairman of the Hawera County Council, and Mayor of Hawera. Mr. M'Guire was first returned to the House in 1891, when he defeated Mr. G. J. Bruce at the bye-election caused by the elevation of Sir H. Atkinson to the Legislative Council. He recently visited the Old Country and America.

Result of General Election, 1893:—

Votes recorded, 2670; on roll 3667. Women on roll, 877, of whom 803 voted.

Mr. T. Duncan,

Oamaru.

Mr. T. Duncan,

THOMAS DUNCAN is an Irishman, born at Eden, Tyrone, in 1837, and is therefore 58 years of age. He possesses, and has shown all through life, the "grit" and tenacity of his race. At the age of 21, having received the education supplied by the Irish National School, he left home in 1858 for the Victorian gold-fields, where he stayed for three years. He came to New Zealand in 1863, and after working for some time gold mining, being possessed of enough means to make a start for himself, he took up land in the North Otago district, near Oamaru. He was induced by his friends to go on to the local bodies, which have proved the training place for so many of New Zealand's most useful politicians. In 1881, Mr. Duncan consented to stand for Waitaki, and was returned, defeating on that occasion Mr. John Reid. In 1890, he retired from Waitaki, which he vacated in favour of the present Minister of Lands (Hon. J. M'Kenzie) and stood for Oamaru, defeating the Hon. T. W. Hislop, Minister of Education in the Atkinson Government. Mr. Duncan is a strong party man, an authority on questions relating to stock, and probably is placed on more committees than any other private member.

Result of General Election 1893:—

Votes recorded, 3108; number on roll, 4142. Women on roll 1227, of whom 994 voted.

Adelphi Hotel

Kaikoura.

E. Idle,

Late of the Waiau & Jollie's Pass Hotels

Proprietor.

Ei Desires to inform his Friends, and the Travelling Public generally, that he has entered into possession of the above well-known Hotel, and trusts that his long experience in the trade will be a sufficient guarantee that the wants of his Patrons will be strictly attended to.

The overland journey from Christchurch to Kaikoura occupies two days, and as there is a good Coach Service this route should commend itself to Tourists.

There is also a Weekly Steam Service by the favorite S.S Wakatu, trading between Lyttelton and Wellington.

Arriving at Kaikoura, the visitor has many opportunities of spending a holiday, as there is good trout and deep-sea fishing shooting, &c., and the Scenery is unsurpassed in the Colony.

Mr. R. Meredith,

Ashley.

Mr. R. Meredith,

RICHARD MEREDITH was born in Carlow, Ireland, and is about 52 years of age. Arriving in the Colony in 1866 when a young man, he devoted himself, in the Canterbury district, to the profession of a teacher, which he had followed in his native country. In 1889, he retired from teaching and took up farming. The following year was elected to the North Canterbury Board of Education, of which he became Chairman. Subsequent to his election to the House in 1890, he was appointed a member of the Land Board, a position which he still holds. Mr. Meredith is a prominent Orangeman,

Result of General Election, 1893:—

Votes recorded, 2835; number on roll, 4026. Women on roll, 1263, of whom 1072 voted.

R. W. ENGLAND, Timber, Coal & Iron MERCHANT. ALWAYS KEPT IN STOCK— SEASONED BUILDING MATERIALS, Suitable for Farm and Station Buildings. K.B.S. & LOCAL CEMENT. GALVANIZED IRON AND RIDGING. DOORS, SASHES, CASEMENTS, SHEET-LEAD, ZINC & IRON, Builders' Ironmongery. Orders intrusted will receive Prompt Attention and Dispatch. YARDS & STORE: Tuam Street, Christchurch

Hon. E. Mitchelson,

Eden.

Hon. E. Mitchelson,

EDWIN MITCHELSON was born in 1846, at Auckland. He is interested in the saw-milling, timber and kauri

gum trades. He entered Parliament in 1881 and joined the Continuous Ministry as Minister of Public Works in 1883, until its defeat by the Stout-Vogel party in 1884. Held the same portfolio, to which that of Native Minister was added, in the last Atkinson Ministry. During the session of 1890 he acted as Leader of the House of Representatives during the absence, through illness, of the Premier, Sir Harry Atkinson.

Result of General Election 1893:—

Votes recorded, 3521; number on roll, 4632. Women on roll, 1777, of whom 1571 voted.

R. W. ENGLAND, Timber, Coal & Iron MERCHANT. ALWAYS KEPT IN STOCK— SEASONED BUILDING MATERIALS, Suitable for Farm and Station Buildings. K.B.S. & LOCAL CEMENT. GALVANIZED IRON AND RIDGING. DOORS, SASHES, CASEMENTS, SHEET-LEAD, ZINC & IRON, Builders' Ironmongery. Orders intrusted will receive Prompt Attention and Dispatch. YARD & STORE: Tuam Street, Christchurch

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Result of General Election 1893:—

Votes recorded, 3521; number on roll, 4632. Women on roll, 1777, of whom 1571 voted.

V. R. BY SPECIAL APPOINTMENT. L. W. APPLEBY. MRS. C. H. MANNING, C. H. MANNING & Co. ESTABLISHED 1873, Photographic Artists. Thousands of Negatives carefully preserved and available for Orders. HIGH-CLASS ARTISTIC WORK GUARANTEED STUDIO: 150, Colombo Street, CHRISTCHURCH. L. W. APPLEBY, Managing Partner,

Mr. W. H. Montgomery,

Ellesmere.

Mr. W. H. Montgomery,

W. H. MONTGOMERY is a son of the Hon. W. Montgomery, and is 28 years of age. He was born at Opawa, near Christchurch. Was first educated at Christ's College, Christchurch. He completed his education at Balliol College, Oxford, and took a degree in Law. Returned to the Colony about five years ago, having while at Home been called to the Bar. He has not, however, practised in the Colony. At the last election he stood for the Ellesmere electorate, which included his father's former district, the Peninsula. Mr. Montgomery is a sheep and cattle farmer.

Result of General Election, 1893:—

Votes recorded, 2859; number on roll, 3376. Women on roll, 1373, of whom 1166 voted.

Mr. C. H. Mills,

Waimea Sounds.

Mr. C. H. Mills,

Charles Houghton Mills was born at Nelson, in 1844, and is 51 years of age. Was a member of the Marlborough Provincial Council, and has, since the abolition of the Provinces, been in Local Bodies, *i.e.*, Road and Town Boards, County Council, Hospital and Charitable Aid Boards; contested the election for Waimea-Picton seat in the House of Representatives in 1887, and was defeated by a small majority, Elected as member of Education Board in 1889, and continued holding seat. In 1890 was elected as Member for Waimea-Picton seat in House of Representatives. Appointed member of Land Board in 1892 and still occupies same position. Is senior Liberal Whip.

Result of General Election, 1893:—

Votes recorded, 1990; number on roll, 2812. Women on roll, 740, of whom 622 voted.

Mr. A. Morrison,

Caversham.

Mr. A. Morrison,

ARTHUR MORRISON was born at Darvel, Ayrshire, Scotland, in 1846, and is thus 49 years of age. Arrived in the Colony in 1874. Is a Labour member, having, at the time of his election, been connected with the coal trade. He has been a member of the Caversham Borough Council and also member of the School Committee for a number of years, and has taken an active interest in all local matters for a period extending over seventeen years. Has been an active member of various Friendly Societies.

Result of General Election, 1893:—

votes recorded, 2582; number on roll, 3499. Women on roll, 1552, of whom 1277 voted.

INSURE YOUR STOCK BUILDINGS FURNITURE HOUSEHOLD EFFECTS AGAINST Loss by Fire GAS EXPLOSION, OR LIGHTNING, IN THE LIVERPOOL & LONDON & GLOBE "The Great Fire Insurance Company of the World." Noted for its Liberality & Promptness THROUGHOUT THE WORLD, LOSSES PAID BY THIS COMPANY: £30,431,812 STERLING. Rates as low as any other Office. JAMES A. BIRD, LOCAL MANAGER FOR CANTERBURY. Office: Worcester Street and Cathedral Square, Christchurch. LIVERPOOL AND LONDON AND GLOBE. LIVERPOOL AND LONDON AND GLOBE.

Dr. A. K. Newman,

Wellington Suburbs.

Dr. A. K. Newman,

ALFRED KINGCOME NEWMAN was born in 1849, in India. He is therefore 46 years of age, but looks considerably younger, being wonderfully well preserved. His father, Captain Newman, of the Indian Navy, on his retirement from active service, settled in Hawke's Bay. Dr. Newman was sent home to be educated, and underwent a course of tuition at Bath, Guy's Hospital and Aberdeen University, afterwards qualifying at the Royal College of Physicians, London. In 1876 he settled in Wellington. practising medicine, subsequently

joining a wine and spirit firm (Zohrab, Newman & Co.) He speedily took an active part in local politics, and in 1881 blossomed out as a candidate for the Foxton seat, but was unsuccessful. At the following election, 1884, he was returned for the Thorndon seat, a part of the City of Wellington. He has ever since held a seat in the House of Representatives, and at present sits for Wellington Suburbs.

Result of General Election, 1893:—

Votes recorded, 3554; number on roll, 4544. Women on roll, 1860, of whom 1622 voted.

SOMERSET LIVERY AND BAIT STABLES, Burnett St., Ashburton. J. NEWMAN, Proprietor, Open and Close Carriages for Wedding and other Parties. Good Saddle and Harness Horses always on Hire. J. SEALY & CO., SEED MERCHANTS & FLORISTS, EAST STREET, ASHBURTON. ESTABLISHED 1875. ASHBURTON DRUG COMPANY, LIMITED, THE PURITY OF ALL MEDICINES. CHEMICALS AND DRUGS GUARANTEED. J. M. CAMBRIDGE, PHARMACEUTICAL CHEMIST, MANAGER. PRINCE ALBERT TEMPERANCE HOTEL, Wills Street, Ashburton, One Minuted Walk from Railway Station, MRS. RANGER, PROPRIETRESS.

Mr. P. J. O'Regan,

Inangahua.

Mr. P. J. O'Regan,

MR. P. J. O'REGAN is the youngest member of the House, having been born at Charleston (West Coast) in 1860, and is thus 26 years of age. He is a journalist. At the bye-election for Inangahua in 1893, caused by the retirement of Mr. R. Reeves, he stood against Sir R. Stout but was defeated. He stood for the same constituency at the General Election and was successful. Mr. O'Regan is a firm Single-taxer, and supports Non-Party Government, the Referendum, and the Hare system of election.

Result of General Election, 1893:—

Votes recorded, 2881; number on roll, 3482. Women on roll, 998, of whom 916 voted.

S. W. TURPIN, Watchmaker, Working Jeweller, Optician, Etc., Etc., HIGH STREET, RANGIORA. (Opposite Union Bank.) JEWELLERY OF EVERY DESCRIPTION MADE TO ORDER, ALTERED, OR REPAIRED. ELECTRO-PLATE AND GILDING WORK DONE. Pipes Mounted and Repaired. Ladies' Ears Pierced. OLD GOLD AND SILVER BOUGHT. NORTH CANTERBURY MANUFACTURING WORKS, JOHN ELLIS, CONFECTIONER, FRUITERER, ETC., RANGIORA FIRST - CLASS REFRESHMENT ROOMS. Crystallized Fruits always in Stock. E. LUBLOW, ASHBURTON TAILORING CO. We are well-known for our Style and Fit, and the Splendid Stock of Goods kept, that comment is unnecessary. ADDRESS— TANCRED STREET, ASHBURTON MODERATE CHARGES.

Mr. T. Parata,

Southern Maori District.

Mr. T. Parata,

TAME PARATA was born at Ruapaki Island and is 59 years of age. He has sat in Parliament from 1885 to the present. Mr. Parata is a half-caste, his father (*Anglice* Pratt), being the commander of an American whaler. His mother's name was Roroteke, her tribe being the Ngati-Huirapa. He has devoted himself to trying to secure land for landless Natives, and the education of the Native youth, so that Maoris and Half-Castes may eventually join with Europeans under one law and Government.

Result of General Election, 1893:—

Votes recorded, 549.

HEART DISEASE IT is astonishing how many people imagine they suffer from Heart Disease. They experience a depressing feeling about the valves of the Heart, accompanied by an occasional stab of pain, nervous debility, loss of appetite, and general depression. The fact is they suffer from INDIGESTION or DYSPEPSIA. The food, instead of being thoroughly digested, develops into Wind, and flies about the valves of the Heart, causing the symptoms named. All who suffer in this way should at once take RAINBOW & SONS' INVIGORATOR. FOR NEW LIFE. CURES RHEUMATICS. It Purifies the Blood. Cures Liver Complaints, creates Appetite and Cures Indigestion, disperses wind, prevents depression, and, in one word, Invigorates the whole system, making you feel yourself again. TRY IT AND BE YOUR OWN JUDGE. RAINBOW'S INVIGORATOR Is the Best All-round Medicine in the World, and cannot be beaten by any skill in existence as a BLOOD PURIFIER. Directions and Testimonials accompany each bottle.

Mr. D. Pinkerton,

Senior Member for Dunedin.

Mr. D. Pinkerton,

DAVID PINKERTON was born at the village of Kirknewton, nine miles from Edinburgh, in 1836, and is thus 59 years of age. He was educated at the parish school and at private schools. He arrived in Otago about 1860, and in Dunedin followed the business of bootmaking, which he had learned in Scotland, until his election to the House in 1890. He had held no public official positions prior to his election, but had taken a very active part in Friendly Societies, Trades Unions, &c., and at the time of his election was President of the Otago Trades and Labour Council. Mr. Pinkerton is Chairman of the Petitions Classification Committee.

Result of General Election, 1893:—

Votes recorded, 34,584 on roll, 16,936 Women on roll, 7644, of whom 6306 voted.

BLACKETT & SONS HIGH STREET, RANGIORA. IMPORTERS OF GENERAL MERCHANDISE, GROCERS & IRONMONGERS, ETC., ETC. AGENTS FOR McCormick Harvesting Machines, NORWICH INSURANCE CO.

Mr. F. Pirani,

Palmerston North.

Mr. F. Pirani,

FREDERICK PIRANI was born in Victoria in 1859, and is 36 years of age. His father was a journalist, and he follows the same profession, being proprietor and editor of the *Manawatu Daily Standard*, published at Palmerston North, which town he now represents. He arrived in New Zealand with his parents when 5 years of age. He has held the following positions:—Chairman of Licensing Committee, Borough Councillor, Chairman School Committee; he is at present a member of the Wanganui Education Board, Licensing Committee, Vice-President of the Manawatu and West Coast A. and P. Association, member of the Board of Governors of the Wanganui Girls' College, and of the Council of the Middle District University. He is also a member of the Wellington Land Board, and takes a keen interest in all matters relating to land settlement.

Result of General Election, 1893:—

Votes recorded, 3687; number on roll, 5113. Women on roll, 1702, of whom 1443 voted.

SCOTT'S JUNCTION HOTEL HIGH STREET, RANGIORA. THE reputation earned by the Junction Hotel in the past twenty-five years justifies the Proprietor in commending it to the notice of visitors as one of the most desirable, convenient, and popular of the leading Hotels in New Zealand. All the Apartments in the Hotel are spacious, and well open to light and air, and have been designed with a view to the convenience,

comfort, and safety of visitors. Football and Cricket Club Visiting Rangiora will find all requirements amply provided for by the Proprietor. THE TARIFF OF CHARGES Will be found the most moderate of any First-class Hotel in New Zealand. The Best Brands of Wines, Spirits and Beers only kept. Speight's Celebrated Dunedin Ale, and Manning's Best on draught. BATHS HOT AND COLD, SHOWER, &c. BILLIARDS. MARK SCOTT, Proprietor.

Mr. A. R. Guinness (Chairman of Committees), Grey.

Mr. A. R. Guinness (Chairman of Committees),

ARTHUR ROBERT GUINNESS was born at Calcutta in 1846, and came to New Zealand, with his parents, when a mere child. His father was a well-known figure in Christchurch politics for many years, until his death about five years ago. The present member for Grey was educated in Christchurch, and learned his profession as a barrister and solicitor in the offices of Garrick and Co. When quite a young man he removed to the West Coast, and soon began to take an active part in the political arena. He held office in the Provincial Government prior to abolition, and has held many other positions in county, educational and local matters generally. He was first returned to the House in 1881, and has sat continuously since. The Chairmanship of Committees being rendered vacant in 1893 by the resignation of Mr. W. L. Rees, through the "Rees-Cadman" incident, Mr. Guinness was appointed to the office, and was re-elected in 1894, when the present Parliament assembled.

Result of General Election, 1893:—

Votes recorded, 3450; number on roll, 4633. Women on roll, 1376, of whom 1198 voted.

JOHN PREECE, Tailor and Habit Maker, 246, HIGH STREET, CHRISTCHURCH. A LARGE AND VARIED STOCK OF Scotch, Yorkshire, and West of England Tweeds and Worsteds ALWAYS ON HAND. AN ACCURATE FIT GUARANTEED. WORKMANSHIP & MATERIALS OF FIRST-CLASS QUALITY. Fresh Seasonable Consignments by Direct Steamers. PRICES: SAC SUITS from £3 3s. to £5 5s. MORNING AND PAGET SUITS from ... £5 upwards. Gentlemen's Own Materials Made-up at Very Reasonable Charges.

Mr. G. W. Russell,

Riccarton.

Mr. G. W. Russell,

GEORGE WARREN RUSSELL was born in London in 1854. Came to the Colony when eleven years of age, and served his apprenticeship to the printing trade at the *Evening Post* office, Wellington. When twenty years of age was a candidate for the ministry of the Wesleyan Church, and served in Gisborne, New Plymouth and Hokitika. He retired in 1878, without ordination, and returned to journalism. Started in conjunction with one of his brothers, the *Manawatu Herald* at Foxton, subsequently purchased the *Manawatu Times* at Palmerston North, which he made into a daily. Sold out and moved to Cambridge where he started the *Waikato News*. Moved to Christchurch in 1889, and is a member of the firm of Russell and Willis, Printers and Publishers. Is the author of "A Manual of the Duties of Life," a book intended to enable morality and duty to be taught in schools apart from sectarian dogma. A frequent contributor to newspapers. Has been a member of various local bodies. Is Chairman of the Railways' Committee of the House

Result of General Election. 1893:—

Votes recorded, 2928; number on roll, 3883. Women on roll, 1634, of whom 1417 voted.

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Mr. A. Saunders,

Selwyn.

Mr. A. Saunders,

ALFRED SAUNDERS, the "Nestor" of the House, is 75 years of age, having been born at Lavington, Wiltshire, on June 12, 1820. When 21 years of age he emigrated to Nelson, arriving there in 1841, and in 1855 was elected to the Nelson Provincial Council. Subsequently he became Superintendent of the Province, and was returned to the House. In 1867 he returned to England, but after a stay there of about five years came back to the Colony, settling in Canterbury. In 1877 was elected to the House for Cheviot. Was an unsuccessful candidate at the elections of 1881, 1884 and 1887. Was returned for Selwyn in 1890, and has since held the seat.

Result of General Election, 1893:—

Votes recorded, 2438; number on roll, 3361. Women on roll, 1207, of whom 1006 voted.

Mr. J. Stevens

Rangitikei.

Mr. J. Stevens

JOHN STEVENS was born in Wellington, New Zealand, in 1846, and is 49 years of age. He has been in New Zealand the whole of his life, excepting during three years' absence in India, Ceylon, Australia and Tasmania. He is a stock and station agent and Native expert. He was a member of Parliament during 1882-84, also a member of Wanganui Board of Education during one electoral term, but did not afterwards contest the seat.

Result of General Election, 1893:—

Votes recorded, 4024; number on roll, 5369. Women on roll, 1548, of whom 1355 voted.

Mr. E. M. Smith,

New Plymouth.

Mr. E. M. Smith,

EDWARD METCALEE SMITH is about 58 years of age. and was born in the Black Country, England. Judging from his enthusiasm on the ironsand question he [unclear: st] have inherited a strong bias in favour of the homely metal. He [unclear: came] the Colony as armourer to the Imperial troops, and served in that capacity [unclear: ring] the war, subsequently joining the service of the Colonial Government in the [unclear: me] capacity. Mr. Smith has almost devoted his life to the study of the ironsand [unclear: posits] on the North-West coast of the Colony While Government armourer, he [unclear: as] constantly testing them, and on retiring from the service he settled at New [unclear: ymouth], where he carried on his experiments. Recognising his earnestness, [unclear: ck], and expenditure of money on behalf of the public, he was returned by his bellow-townsmen in 1890, and is one of the best-known figures in the House. There is a keenness under his humours which no close observer can fail to detect, and he [unclear: ses] no opportunity of advancing the interests of his district and forcing its claims [unclear: der] the notice of the House.

Result of General Election, 1893:—

Votes recorded, 3236; number on roll. 4110. Women on roll, 1465, of whom 1389 voted.

OWEN & DYER, FAMILY & SHIPPING BUTCHERS, London St., Lyttelton. Families Waited upon Daily for Orders.

Mr. G. J. Smith,

Second Member for Christchurch.

Mr. G. J. Smith,

GEORGE JOHN SMITH was born at Newcastle-on-Tyne, England, in 1861, and is therefore 31 years of age. His education was obtained at the Wesleyan Church school in the city of his birth, and on starting life seriously he entered the office of the English Government solicitors there, Messrs. Hamel and Maples. Arriving in Canterbury with his parents in 1880, he obtained a clerkship in the offices of Garrick and Co., where he remained for about eleven years. Mr. Smith has always taken an active part in the work of the Wesleyan Church, and has been a representative of New Zealand to the Australasian Conference as well as a district representative to the Colonial Conference. He took a very active part in connection with the Prohibition movement in Sydenham, and in consequence severed his connection with Garrick and Co. He is now confidential clerk to Bowron Bros., of Christchurch. He takes a warm interest in volunteering matters, having been for three years [unclear: tenant] of the Christchurch Rifles. He was also for some years a member of the Sydenham Borough Council.

Result of General Election, 1893:—

Votes recorded, 32,715; number on roll, 14,612. Women on roll, 6710, of whom 5989 voted.

Railway Hotel,

Rakaia.

T This Hotel is so well-known for Comfort that it is hardly necessary to mention.

We have Private Suites of Apartments upstairs.

Private Meals and Attendanee at Moderate Rates.

Our Cuisine is under the management of Mrs. Miller, so well-known here and the West Coast.

Our Wines, Spirits, &c., are of the best quality procurable.

Letters and Telegrams receive prompt attention.

Horses and Conveyances at Shortest Notice.

P, Miller, *Proprietor*.

Hon. W. J. Steward,

Waitaki.

Hon. W. J. Steward,

WILLIAM JUKES STEWARD was born January 20, 1841, at Reading, Berks, Is a [*unclear*: alist]. and takes rank amongst the first poets of the Colony. Resides at Ashburton, and is proprietor of the two papers, *Ashburton Mail* and *Guardian* Entered Parliament as member for Waitaki (then including the town of Oamaru) at the General Election in 1870, and sat through the Parliament of 1871. Was defeated at the ensuing election. Elected again in 1881 for Waimate, and has been returned by practically the same constituency in 1884, 1887, 1890 and 1893, having thus sat in six Parliaments, and since 1881 continuously. During his first Parliament, [*unclear*: e] introduced for the first time in New Zealand, the Deceased Wife's Sister Marriage Bill, and carried it through the House for five succeeding sessions 1872-3-4-5, and received the thanks of the British Marriage Law Reform Association It was thrown out by the Upper House on each occasion, but became law in 1876. In 1874, he carried to the Statute Book an Act which conferred the electoral franchise on *all* ratepayers. From 1882 for five or six years in succession, carried a Bill to do away with the cumulative vote in School Committee elections, and eventually succeeded in placing it on the Statute Book. In 1889, carried to the Statute Book "The Triennial Licensing Committees Act"; also, "The North Otago Public Works Loan Act of 1872" under which £70,000 was set aside for railway, road and harbour works. In 1884 moved and carried the vote of want-of-confidence which unseated the Atkinson Ministry. Was Speaker of the House in 1891-3. Major New Zealand Volunteers. Was Chairman of the late Tariff Commission.

Result of General Election, 1893:—

Votes recorded, 2570; number on roll, 3642. Women on roll, 1227, of whom 994 voted.

EXCELSIOR BAKERY. EXCELSIOR BAKERY. OXFORD STREET, LYTTTELTON. J. T. NORTON BAKER, PASTRYCOOK & CONFECTIONER. BROWN BREAD A SPECIALTY. Malt Digestive Bread, Malt Biscuits and Malt Jellies for Invalids. WEDDING AND BIRTHDAY CAKES ON THE SHORTEST NOTICE. DAILY SUPPLIES OF DAIRY PRODUCE, SHIPPING SUPPLIED.

Mr. W. W. Tanner,

Avon.

Mr. W. W. Tanner,

WILLIAM WILCOX TANNER was born in 1851, at Moulton Northamptonshire England, and is now in his 45th year. Leaving Northampton for New Zealand in 1879, he settled in Christchurch, following there, as in the Old Country, the occupation of an operative bootmaker. He has always indentified himself largely with Workingmen's Associations, and has held many positions of trust and responsibility in connection with Friendly Societies, Trades Unions, Co-operative Associations, &c., both in his native and adopted countries. In 1890, at the solicitation of his friends, he contested the Heathcote electorate as a Labour candidate and was successful, and in 1893 was returned for the Avon District, into which his former electorate had been largely merged. He is a member of the Woolston Municipal Council.

Result of General Election, 1893:—

Votes recorded 3190; number on roll, 4321. Women on roll, 1732, of whom 1443 voted.

H. B. COLES, Taxidermist, Etc., Etc., 137, MANCHESTER ST., CHRISTCHURCH AND AT 337-9,

Elizabeth Street, Melbourne. Collections Made in all Branches of Natural History. NOW ON VIEW: Complete Moa Skeletons, Prices of which may be obtained on application. H. B. COLES is a Purchaser of all rare NATIVE BIRDS AND EGGS Sent through the Post or otherwise.

Mr. Ropata Te Ao,

Western Maori Electoral District.

Mr. Ropata Te Ao,

Votes recorded, 2741, of which Ropata te Ao received 817. There were 5 other candidates.

Mr. Wi Pere,

Eastern Maori Electoral District.

Mr. Wi Pere,

Votes recorded, 6305, of which Wi Pere received 2645. There were 5 other candidates.

BY SPECIAL TO HIS EXCELLENCY APPOINTMENT THE GOVERNOR. GEORGE FLETCHER & SON TAILORS, &c., COLOMBO ST., CHRISTCHURCH. HAVING the Most Experienced Cutters and Workmen, clients can rely upon them for the Most Fitting and Fashionably Cut Garments. THEIR STOCK IS THE LARGEST IN THE COLONIES. Novelties being sent out from London and Paris by every Steamer. THEIR PRICES ARE MODERATE. INSPECTION INVITED. ALFRED MILLARD, Commercial Canbasser, CHRISTCHURCH. Address— MESSRS. RUSSELL & WILLIS, PRINTERS, CATHEDRAL SQUARE.

Mr. R. Thompson,

Marsden.

Mr. R. Thompson,

ROBERT THOMPSON is a native of Belfast, and came to this Colony in 1872. He is about 50 years of age. He has almost ever since his arrival resided at Whangaroi, where he has carried on business as an auctioneer and land estate agent successfully. Mr. Thompsons capacity for public affairs led to his being elected on various loca bodies, including the local Harbour Board, County Council, &c. He first stood for Parliament in 1887, when he defeated so doughty an opponent as Mr. J. M. Dargaville by a majority of over 400.

Result of General Election, 1893:—

Votes recorded, 2900; number on roll. 4207. Women on roll, 1267, of whom 963 voted.

E. G. CRISP, Barrister and Solicitor, TANCRED STREET, ASHBURTON. Solicitor for Government under "Advances to Settlers Act." "AORANGI" MANUFACTURING ASSOCIATION OF PRACTICAL Goldsmiths, Silversmiths, Watchmakers, Diamond Setters, Engravers, Medalists, Masonic Jewellers, &c., &c., 145-7, CORNER MANCHESTER AND HIGH STS. CHRISTCHURCH. Upstairs Workshops, Entrance Manchester Street. EVERY CLASS OF GOODS MADE TO ORDER. DESIGNS PREPARED. REPAIRS

AND RENOVATIONS OF EVERY DESCRIPTION IN ALL THE DEPARTMENTS. JAS. T. PARTRIDGE,
PRESIDENT. 50 Years' Practical Experience.

Mr. T. Thompson,

Elected for Auckland Vice Sir G. Grey, Resigned.

Mr. T. Thompson,

THOMAS THOMPSON is an Irishman, born in County Cork in 1833, and is therefore 62 years of age. In early life he was apprenticed to the provision trade, but in 1852 emigrated to Victoria. Owing to weak health he removed in 1855 to Auckland, where he started a grocery store, from which he retired in 1883, having been a successful man of business. In 1858 he became a volunteer and served through the Waikato war. After becoming settled in business in Auckland, he took an active part in local affairs, and sat on the City Council, Harbour Board, and other bodies. Was first returned to the House in 1884, and sat until 1893, when he was defeated (*vide* details of Auckland election under Mr. Button's name). At the recent election, necessitated by the resignation of Sir George Grey, Mr. Thompson was opposed by Mr. Richard Monk, who was defeated with comparative ease. For a number of years, Mr. Thompson was Chairman of one of the Public Petitions Committees.

Result of bye-election, 1895:—

Mr. A. D. Willis.

Wangakui.

Mr. A. D. Willis.

ARCHIBALD DUDDINGTON WILLIS was born in Middlesex in 1842, and is thus 53 years of age. He arrived in the Colony when 15 years of age, having worked his passage out to Auckland. There he joined the mechanical staff of the *Southern Cross* newspaper, and having learned his trade as a printer and gained experience in various newspaper offices, he joined the late Mr. Ballance in establishing the *Wanganui Herald*. Mr. Willis subsequently established a separate printing and bookselling business, which he has successfully carried on ever since. He has held various public positions in Wanganui, and has always been a prominent supporter of the Wanganui harbour scheme. On the decease of Mr. Ballance in 1893, Mr. Willis was returned for the seat.

Result of General Election, 1893:—

Votes recorded, 3504; number on roll, 4487. Women on roll, 1660, of whom 1454 voted.

Mr. J. G. Wilson,

Otaki.

Mr. J. G. Wilson,

JAMES GLENNIE WILSON was born at Hawick, Scotland, and is 44 years of age. He is a sheepfarmer. He has been in the Colony 20 years, and has sat in the House continuously from 1881. Though not a talking member of the House. Mr. Wilson is regarded as a valuable member of various committees, where his keen attention to details and business-like way of viewing public questions prove of considerable service. He is an ardent sportsman and has always taken great interest in the Racing Clubs and Pastoral Associations in his part of the Colony

Result of General Election. 1894:—

Votes recorded, 2465; number on roll, 3987; population, 8757.

Mr. W. Crowther.

Second Member for Auckland.

Mr. W. Crowther.

WILLIAM CROWTHER was born, in Lancashire in 1834, and is therefore 61 years of age. He emigrated to Victoria when 19 years of age, and when the Ota[unclear: go] fields broke out came to New Zealand, being then about 30 years of age. He stayed short time in Otago and then removed to Auckland, where he traded in horses with Melbourne. Subsequently started a line of coaches between Auckland and [unclear: Rema] and established the Victoria Stables, in Wellesley street. In 1887 was elected a City Councillor for Auckland, after a sharp contest. Was Mayor for two years had also been Chairman of the Auckland Harbour Board, and member of the University College, Auckland College and Grammar School Board, Charitab[unclear: le] Board, &c.

Result of General Election, 1893:—

Votes recorded, 30,584; number on roll, 16,788. Women on roll, 6660 whom 5283 voted.

Mr. W. Fraser.

Wakatipu.

Mr. W. Fraser.

William Fraser is about 50 years of age. He was partly educated at St Peter's College, Guernsey, and partly in France, and arrived in the Colony in 1859 with his father, the late Captain Hugh Fraser (5th Madras Cavalry). He devoted himself to sheep farming pursuits, at first on the Waihemo station, and subsequently as part owner of Earnsclough station, Clyde, where he resided until recently, when he removed to Dunedin. For many years, Mr. Fraser took an active part in provincial and country politics, being Chairman of Vincent County Council for many years. In 1881, he stood for Dunstan against Mr. Vincent Pyke, but was defeated. He has not been a candidate for the House since, till his return in 1893.

Result of General Election, 1893:—

Votes recorded, 2890; number on roll, 4062. Women on roll, 1142, of whom 923 voted.

BESWICK STREET LIVERY AND BAIT STABLE TIMARU. G. W. ELLIS, Proprietor Open and Close Carriages for Wedding and other Part, GOOD SADDLE AND HARNESS HORSES ALWAYS ON HIRE. Horses Broken to Saddle and Harness. NEW ZEALAND EXPRESS CO. LTD. Baggage, Shipping, Customs, and Express Forwarding Agents, Removal Contractors, DUNEDIN, AUCKLAND, WELLINGTON, CHRISTCHURCH OAMARU, GORE & INVERCARGILL. Christchurch Office—171, Manchester Street.

(Near Union Shipping Company's Office) WM. ENSOM, Local Managa

Mr. J. Duthie,

Third Member for Wellington.

Mr. J. Duthie,

JOHN DUTHIE was first returned to the House of Representatives in 1890, [*unclear*: when] was second on the poll. He is a Scotchman, educated at the Aberdeen Grammar school; learned the ironmongery trade in that City, and subsequently lived at [*unclear*: olverhampton] and in Ireland. He came to New Zealand in the sixties as the [*unclear*: presentative] of a Sheffield firm, living in Auckland, New Plymouth and Wanganui in the latter town he established a large and successful business. He took an active part in the local politics of Wanganui, especially in municipal and harbour matters, being four time elected a member of the Wanganui Harbour Board. In 1880 he established himself in business in Wellington, and is head of the hardware firm of [*unclear*: ohn] Duthie and Co. Was elected Mayor of Wellington in 1888. Has been a member of the Wellington Harbour Board, President of the Caledonian Society, Chairman of the Gear Meat Company, President of the Chamber of Commerce, &c.

Result of General Election, 1893:—

Votes recorded, 36,102; number on roll, 16,497. Women on roll, 7280, of whom 6146 voted.

Mr. J. Green,

Waikouaiti.

Mr. J. Green,

James Green was born about twelve miles out of London, and is about 60 years of age. His father was a dairy farmer, also a smith and farrier, and took his son into his business; but on approaching manhood's estate, Mr. Green obtained employment in the Paddington Workshops of the Great Western Railway Company. Arriving in the Colony in 1856, he followed farming pursuits in the Tokomairiro district, afterwards entering into business as a horse and cattle dealer. Subsequently being smitten with the gold fever, he went to Gabriel's Gully, being also in turn a carrier, storekeeper, &c. He has resided at Woodend, near Waitati, since 1865. In 1867, was elected to the Provincial Council of Otago. In 1875, joined the Provincial Government. Was for a number of years Chairman of the Waikouaiti County Council. In 1878, was elected to the House for Port Chalmers seat, and in 1882 was returned for Waikouaiti. Mr. Green stood for Waikouaiti in 1884, and for Port Chalmers in 1887, but was unsuccessful. He stood out at the election of 1890, and at the last election easily won the Waikouaiti seat.

Result of General Election, 1893:—

Votes recorded, 2188; number on roll, 3227. Women on roll, 1291, of whom 948 voted.

Mr. W. F. Massey,

Waitemata

Mr. W. F. Massey,

W. F. MASSEY was born at Londonderry, Ireland, in 1856, and is therefore 39 years of age. He came to the Colony in the ship "City of Auckland" in 1871. He is a farmer and has been President of the Auckland Agricultural Association for three years, President of the Mangare Farmers' Club, Chairman of the Mangare School Committee, besides being President of a number of Athletic Clubs, Football and Cricket Clubs. &c. This is his first Parliament, having defeated Mr. Jackson Pailmer at the bye-election for Waitemata, when Mr. Monk was unseated for corrupt practices. Was a candidate for Franklin at the General Election but was defeated by Major Harris by 75 votes. He has been a Vice-President of the National Association for the last three years.

Results of General Election 1893, for Waitemata:—

Votes recorded, 3131; number on roll, 4717. Women on roll, 1335, of whom 1126 voted.

Mr. Monk being unseated on petition for bribery and corruption on the part of his agents, a second election was held in March, 1894, which resulted as follows:—

A surprising fact is that Mr. Palmer polled exactly the same number on each occasion.

The Oldest Established Wine Business in Christchurch. BISHOP & GARD'NER 184. ARMAGH ST., CHRISTCHURCH. Telephone 750. Ales and Stout. The Best Brands of English, German, and Colonial. European Wines, Spirits, &c. Australian Wines.—Pure, carefully selected and carefully bottled. Billiard Sundries. Teas Backed from the Chests in 6lb. and 10lb. Canisters. No blending and no Coupons. AGENTS FOR Thom and Cameron's Revatted Old Highland, Rob Roy Lochiel, V.R.O.H., and other Whiskies. N.B.—Obtainable direct or through any Merchant. Mackay's Liqueur, Menzies' "Auld Scottie," and Watson's "Glenlivet" Whiskies. Planque, Vinay & Co.'s Cognac Brandies. BISHOP & GARDNER'S assortment of AUSTRALIAN WINES COMPRISE—BURGUNDY, CLARET. CARBINET, CONSTANTIA, GRENACHE, RED FRONTIGNAC. PORTS (Special Old Yalumba, Old Tawny, Yalumba Fine Old, &c.), CHABLIS, HOCK, W. FRONTIGNAC, FRUITY FRONTIGNAC, MUSCADINE, MUSCAT, REISLING, SHERRY, TOKAY, VERDEILHO. FAMILY ORDERS PROMPTLY EXECUTED.

Colonel Fraser,

Sergeant at Arms.

Colonel Fraser,

G. Friend,

Clerk.

G. Friend,

Mr. J. A. Millar,

Port Chalmers.

MR. MILLAR was born in Julinder, East Indies, and is 39 years of age. His father is a Major-General of the Bengal Staff Corps. He served his apprenticeship to the sea, and holds a master's certificate. Outside of Parliament the only public positions held by him have been member of the Otago Dock Trust and Justice of the Peace. Mr. Millar has been intimately connected with the labour movement for the past ten years, having held the General Secretaryship of the N.Z. Branch of the Federated Seamen's Union of Australasia since 1887; was instrumental in creating the Maritime Labour Council of N.Z., and was Hon. Secretary for that body, also formed the present Otago Trades and Labour Council; was one of the Committee who formed the tailoresses of N.Z. into a Union and was first Secretary for Dunedin branch, which position he resigned after getting the Union into working order. Represented N.Z. twice at the Seamen's Intercolonial Conferences, held in New South Wales; acted as arbitrator between the Wellington Woollen Co. and their employés during the strike at the Petone Woollen Mills, and was successful in effecting a settlement. In conjunction with Messrs. Lomas and Barrowman got the first Government co-operative works started at Cape Foul wind quarries after the strike between Wilkie and Co. and their employés. Was also instrumental in settling the dispute between the Union S.S. Co. and the Mercantile Marine Officers' Association.

Result of General Election, 1893:—

Votes recorded, 3389; number on roll, 4811. Women on roll, 1818, of whom 1584 voted.

Front Cover

The Eighteenth Annual Report of the Educational Institute of Otago
1894-5.

COULLS, CULLING & CO., PRINTERS, &C. Dunedin: CRAWFORD STREET. MDCCCXCV

The Eighteenth Annual Report of the Educational Institute of Otago

1894-5.

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- 1893—R. G. Whetter, Esq., M.A.
- 1894—W. Davidson, Esq.

Eighteenth Annual Report of the Educational Institute of Otago,

1894-95.

The Committee of Management beg to lay before members the EIGHTEENTH ANNUAL REPORT of the Institute.

During the year six meetings of the Committee have been held, at which the average attendance of members has been eight.

Meeting of the Council of the N.Z. Educational Institute.

The Council of the N.Z. Educational Institute met at Invercargill in January of this year; when the Otago Branch was represented by Dr. Chilton and Messrs. W. Davidson, D. White, and R. G. Whetter. Copies of the report of the meeting of Council have already been sent to Branches; and others will be distributed amongst members at the Annual Meeting in Dunedin, when delegates will report as to the business done.

The most important items of business done had reference to a colonial Scale of Staff and of Salaries. The Council decided to recommend the Minister of Education to amend the Education Act so as to make it imperative for Boards to carry out reforms in the following directions:—

- That a uniform Scale of Staff be adopted by the various Boards.
- The Council recommend to the consideration of the Minister of Education the Scale of Staff adopted by the Otago and Southland Boards.
- That all schools and positions under Boards be classified on a basis of average attendance, providing for a uniform scale of salary throughout the colony.
- That, in order to secure a systematic method of promotion, a minimum qualification be required for each class of position.

The Executive, in its Annual Report to the Council, stated, that considering the time had arrived to introduce a Bill into the House of Representatives for the purpose of establishing a Court of Appeal for teachers, it had instructed Messrs. Bell, Gully, and Izard to draw up a Bill for the purpose. This Bill was favourably received by the House, and after passing its first reading was dropped, on the understanding that the Minister for Education would introduce such a Bill next session as a Government measure.

The Committee of Management would draw the special attention of members to the appendix to the Council's Annual Report. This appendix, a copy of which has been sent to every teacher in the province, contains an account of the work, history, and constitution of the Educational Institute of New Zealand.

The next meeting of the Council will be held at Wanganui on January 7th, 1896.

Text Books.

On the invitation of the Convener of a Committee appointed by the Education Board to revise the list of School books in use in Otago, the Committee of Management, after long and careful consideration, and after consultation with the Branches, submitted the following recommendations to the Board:—

Reading—

- "Longman's Series of New Readers," and
- As an alternative course, "The Royal Crown Readers," Books I., II., and III., and the other numbers of this series if they are equally as good as Books I., II., and III.

Grammar—

- Of all the grammar books examined none were found suitable.

Composition—

- If it is advisable to have a text book, the Institute would recommend "Longman's Junior Composition."

Arithmetic—

- "The Southern Cross Arithmetics" of Messrs. Whitcombe and Tombs.
- "Neilson's Royal Arithmetics"—all the parts of the "B" Series.
- "Goyen's Exercises in the Compound Rules." and "Goyen's Complete Arithmetic for Standard III."

Geography—

- The "Southern Cross Series" of Messrs. Whitcombe and Tombs, for Standards I., II., III., and IV., and
- Horsburgh's "Zealandia Geography, No. 3," for Standards V. and VI.

History—

- No text book in single volumes brought under the notice
- of the Institute commends itself as suitable. "Arnold's Historical Readers" appear to be an excellent series; but the range of matter in the various volumes does not correspond exactly with the epochs prescribed for our standards. If, however, the Education Board will accept the periods dealt with in these Readers as equivalent to the present requirements, the Institute would urge the adoption of "Arnold's Historical Readers," Nos. III. to VII.

Classification Scheme.

At a meeting held in October, the Dunedin Branch, after a discussion on the Classification of Schools and Appointments, resolved that the Committee of Management be requested to endorse the following

resolutions:—

- "That this Branch approves of the principles of classifying schools, of fixing a minimum classification for appointments, and of grading salaries so as to secure a system of promotion that will give experience in the management of the different classes of schools."
- "That the Committee of Management be requested to take steps to bring Mr. Davidson's System of Classification under the notice of the Education Board."

After carefully considering these resolutions your Committee decided to forward them to the Board, accompanied with the request that an opportunity be given to Mr. Davidson to explain the scheme.

"Exceptions."

Owing to the disapproval expressed by all the Branches against the abolition of the regulations regarding "Exceptions," this Institute is of the opinion that the Minister of Education should be asked by the Executive of the New Zealand Educational Institute to reintroduce the former regulations providing for "Exceptions."

The Wrigley Case.

In September, a letter was received from the Secretary of the New Zealand Educational Institute, appealing to this Institute to assist in defraying the amount of Miss Wrigley's costs.

The Executive of the New Zealand Educational Institute has, also, in its annual report, endorsed this appeal. Your Committee has arranged to bring this matter up for discussion.

Finance.

The Balance Sheet, duly audited, will be found appended.

During the year a letter was received from the Otago-Central Branch, requesting the Committee of Management to take into consideration the advisability of reducing the contributions from the Branches to 5s. per male member, and 2s. 6d. per female member.

In reply your Committee pointed out that it had no power to reduce the subscription, and suggested that the representative of the Otago-Central Branch might bring the matter up at the Annual Meeting.

Annual Meeting.

This year's Annual Meeting will be held on the 10th, 11th, and 12th July, in the Normal School, the use of which having been kindly granted by the Education Board.

The Board has also agreed to send to school committees a circular informing them of the date of the Annual Meeting.

On the last page of the Report will be found a list of remits from country Branches, to be brought up for discussion.

A social, tendered by the lady teachers in and about Dunedin to the members of country Branches, will be held at the end of the Conference. A complimentary ticket has been sent, enclosed in the Annual Report, to every country member of the Institute.

Branch Reports.

Reports from the Dunedin, Bruce-Clutha, Central-Otago, and Waitaki Branches are attached.

Seeing that there is a Branch in every centre except in Tuapeka, your Committee would suggest that steps be taken to re-establish a Branch in that district.

At the beginning of this year the Committee of Management had the misfortune to lose the valuable services of two of its members, Dr. Chilton and G. Simmers, Esq. Both of these gentlemen have, for many years, devoted a very considerable amount of energy and time to the interests of the Otago Educational Institute.

Signed on behalf of the Committee of Management,

C. R. SMITH, *President*.

R. G. WHETTER, *Secretary*.

vignette

Annual Reports.

Dunedin Branch.

OFFICERS:

President, W. A. PATTERSON, Esq; *Hon. Secretary and Treasurer* J. A. JOHNSON, Esq., M.A.;
Representative on Committee of Management, W. A. PATERSON, Esq.

The Committee of the Dunedin Branch has the honour to present the Annual Report for the year 1894-95.

During the session the following syllabus of work was carried out:—

A special meeting was held on 4th December, 1894, to discuss a classification scheme, proposed by Mr. M. Cohen, when the following motion was passed, embodying objections to Mr. Cohen's proposal:—

"Inasmuch as under the proposed 'Classification of Schools and Positions' and 'Re-arrangement of Salaries,' the salaries of a large number of teachers are so seriously affected as to produce a very widespread dissatisfaction, the staffing of several large schools is so altered as to disorganise the work, and such a radical change is made in the qualification for promotion as to cause very great discouragement to a large body of the teachers, the Board be respectfully asked to postpone decision with regard to the classification scheme at present before it. so that all teachers may have an opportunity of considering the provisions of the scheme."

The Branch has a membership of 66, being an increase of 4 on that of last year. While the membership has increased, the average attendance has decreased. Last year it stood at 18: this year it has dropped to 17. This excludes the attendance at the special meeting, when there were present 71 teachers.

The thanks of the Branch are due to the Press for full and regular reports of the meetings.

The Balance Sheet shows a credit of £1 7s. 6d.

List of Members.

- Miss Alexander, Kaikorai School
- Miss Anderson, High Street
- Miss J. Black, Kaikorai School
- Mr. Ballantyne, Normal School
- Prof. Black, University
- Mr. R. J. Barrett, Arthur Street School
- Mr. G. Balsille, Sandymount School
- Dr. Chilton, Port Chalmers School
- Miss J. Cairns, High Street School
- Miss J. Campbell, Kaikorai School
- Mr. W. Davidson, Waitati School
- Mr. W. G. Don, Caversham School
- Mr. J. R. Don, Normal School
- Mr. W. Eudey, Kensington School
- Mr. H. Fisher, Kaikorai School
- Mr. J. L. Ferguson, Albany Street School
- Mr. J. A. Fitzgerald, N. E. Valley School
- Mr. W. S. Fitzgerald, Inspector Miss Fitzgerald, Normal School
- Mr. W. Grey, George Street School
- Mr. J. Garrow, Kaikorai School
- Mr. J. Horsburgh, George Street School
- Miss Hooper, Kensington School
- Mr. R. Huie, Waikouaiti School
- Mr. Mr. J. A. Johnson, Normal School
- Mr. W. Jeffery, Anderson's Bay School
- Mr. C. O. Lillie, N. E. Valley School
- Miss Little, Ravensbourne School
- Mr. L. A. Line, Union Street School

- Miss Murray, Port Chalmers School
- Mr. W. Milne, Caversham School
- Mr. A. Mathews, Union Street School
- Mr. J. A. McNickle, Albany Street School
- Mr. D. McNicoll, George Street School
- Mr. W. J. Moore, Kensington School
- Mr. J. McDonald, Macandrew Road School
- Mr. C. Mahoney, Pine Hill School
- Mr. D. Murray, N. E. Valley School
- Mr. J. Nelson, Saddle Hill School
- Mr. W. A. Paterson, Waikari School
- Mr. J. Rennie, Port Chalmers School
- Miss Renfrew, Forbury School
- Miss Rutherford, Caversham School
- Mr. J. Robertson, High Street School
- Mr. J. Rutherford, Kensington School
- Mr. Reid, Ravensbourne School
- Mr. J. W. Smith, High Street School
- Mr. A. Sligo, George Street School
- Sir R. Stout, Wellington
- Prof. Shand, University
- Mr. A. Stewart, Union Street School
- Prof. Scott, University
- Mr. Southwick, St. Leonards' School
- Mr. G. Simmers, Ashburton High School
- Mr. G. M. Thomson, High School
- Mr. W. Thomson, Albany Street School
- Miss Turnbull, George Street School
- Mr. J. S. Tennant, High Street School
- Mr. R. G. Whetter, Forbury School
- Mr. A. Wilson, Girls' High School
- Miss Wilson, Kaikorai School
- Mr. D. White, Normal School
- Miss White, Union Street School
- Miss M. Walker, Macandrew Road School
- Mr. C. Young, Caversham School
- Mr. A. W. Tyndall, Blue Spur School

J. A. JOHNSON, *Secretary*.

Bruce-Clutha Branch.

OFFICERS:

- *President*—WM. MCELREA, District High School, Milton.
- *Vice-President*—MR. VALENTINE, District High School, Balclutha.
- *Secretary*—JNO. A. ROBERTSON—Fairfax, Milton.
- *Treasurer*—MISS M. FERGUSON, Fairfax, Milton.
- *Representative on Committee of Management*—C. R. SMITH, Stirling.

ANNUAL REPORT.—During the year 1894-95 six meetings have been held. The average attendance at the meetings has been good, although somewhat less than that of last year. Various subjects of interest to teachers were discussed, the new classification scheme coming in for a good deal of attention. A paper on Elementary Composition was read by Mr. C. R. Smith, being much appreciated. One of the meetings took the form of an outing to Mount Stuart, and was greatly enjoyed by all. An exposition of Kindergarten work was allotted to the June meeting (to, be held). I have again to report that the year just ending has been a successful one.

List of Members.

- Miss McLaren, Milton D. H. School
- Miss Allen, Balclutha D. H. School
- Miss Paterson, Kaitangata School
- Miss Sinclair, Kaitangata School
- Miss Paul, Glenledi School
- Miss Kinder, Stony Creek School
- Miss Gibb, South bridge School
- Miss Tregonning, Stirling School
- Dr. Fitzgerald, Kaitangata
- Mr. J. Reid, Milton D. H. School
- Mr. J. Nicholson, Kaitangata School
- Mr. W. McLaren. Kaitangata School
- Mr. T. Pope, Waitepeka School
- Mr. R. Peattie, Taieri Ferry School
- Mr. J. Smith, Milburn School
- Mr. Grigor, Inchclutha School
- Mr. W. Renton, Balclutha School
- Mr. J. McNeur, Port Molyneur School
- Mr. J. Gray, Glenore School

JNO. A. ROBERTSON, *Secretary*.

Central Otago Branch.

OFFICERS:

President—MR. J. G. GLOSS, Alexandra; *Vice-President*—MR. J. FLEMING, Bannockburn; *Secretary and Treasurer*—MISS M. ANDERSON, Moutere, Alexandra; *Delegate to the Committee of Management*—MR. F. S. ALDRED, Greytown.

I have the honour to submit for your approval the Annual Report for the year 1894-95.

Six meetings have been held during the year alternately at Clyde and Cromwell.

The average attendance has been 8, which out of a membership of 13 is very creditable, considering the long distances members have to travel to attend the meetings. All the members have attended at least one of the meetings during the year.

The following has been the programme:—

One feature of the year's work was a two days' meeting, held at Cromwell during the midwinter holidays, when a very profitable time was spent, Nor was the social element wanting, for a conversazione was held which proved most enjoyable.

List of Members.

- Miss Weir, Tarras School
- Miss Waddell, Cromwell School
- Mr. Warburton, Cromwell School
- Mr. South, Nevis School
- Miss McGrogan, Cromwell School
- Mr. Stevens, Clyde School
- Mrs. Stevens, Clyde School
- Miss Green, Hawea Flat School
- Miss Annett. Luggate School
- Miss McKellar, Alexandra School
- Mr. Closs, Alexandra School
- Mr. Fleming. Bannockburn School
- Mr. Mason, Lowburn School

W. ANDERSON, *Secretary*.

Waitaki Branch.

OFFICERS:

President—MR. P. B. FRASER, M.A.; *Secretary*—MR. O. I. FLAMANK; *Treasurer*—MR. WM. MCDONALD.

During the year ending April 30th. 1895, there have been six ordinary and two special meetings of the Branch. The average attendance at these meetings has been 13, and the highest 20. The total number of members is 20.

The first four meetings of the Branch were held at intervals of two months. At a special meeting held in December, 1894, it was decided that "The Branch should, in future, meet monthly, except in January and February," so as to give a better chance for discussing any matter requiring immediate attention without calling a special meeting.

The following is a syllabus of the chief work done during the year:—

- Paper—"Average Attendance at Schools, and Methods of Increasing it"MR. P. B. FRASER.
- Paper—"N.Z. University, from a Teacher's Standpoint"MR. G. MACDONALD.
- Discussion on "School Books," "Exceptions," "School Attendance Bill," and "University Scholarships for Pupil Teachers."

A special meeting of teachers, called by this Branch, was held in February, to consider the Teachers' Classification Scheme. From that meeting a resolution was sent to the Education Board, expressing disapproval of the scheme.

List of Members.

- Miss Alexander, Teaneraki School
- Miss A. Thompson, Oamaru North School
- Miss Andrews, Waiareka School
- Miss Weilding, Oamaru Middle School
- Miss McGregor, Windsor School
- Miss Livingstone, Duntroon School
- Miss King, Oamaru Middle School
- Miss Cooke, Oamaru South School
- Mr. Piper, Oamaru Middle School
- Mr. Grant, Maheno School
- Mr. Eraser, Dunback
- Mr. Robertson, Ngapara School
- Mr. Murray, Livingstone School
- Mr. Flamank, Oamaru North School
- Mr. Morris, Duntroon School
- Mr. Moir, Pukeuri School
- Mr. Walters, Oamaru South School
- Mr. W. McDonald, Oamaru South School
- Mr. Rennie, Papakaio School
- Mr. G. MacDonald, Otepopo School
- Mr. Rice, Oamaru South School

JEAN COOKE, *Hon. Secretary*.

Unattached Members of Institute.

- Mr. A. M. Nicol, Waikoikoi School
- Mr. A. M. Barnett, Waitahuna Gully School
- Mr. J. Stewart, Clinton

Educational Institute of Otago.

STATEMENT OF ACCOUNTS FOR THE YEAR 1894-95. RECEIPTS. £ s. d. To Balance 10 4 4
" Members' Subscriptions 1 2 6 " Dunedin Branch (66 members) ... 22 2 6 " Bruce-Clutha Branch (20
members) 6 17 0 " Central Otago Branch (13 members) 3 13 0 " Waitaki Branch (21 members) ... 5 0 0 £48 19
4 EXPENDITURE. By Secretary's Expenses—£ s. d. Mr. J. R. Don (1893-94) ... 5 0 0 Mr. Whetter (1894-95)
... 2 5 0 " Advertising (Star and Times) ... 1 4 6 " Printing Circulars 0 11 6 " Printing Annual
Report—(Coulls, Culling & Co.) 5 15 6 " Stationery 0 4 3 " N.Z. Educational Institute ... 10 0 0 "
Balance 23 18 7 £48 19 4 Audited and found correct, R. J. BARRETT. Auditor. WALTER EUDEY,
Hon. Treasurer. 25th June. 1895.

Educational Institute of Otago. Eighteenth Annual Meeting

**Will be Held in Normal School, Moray Place, on
10th, 11th and 12th July, 1895.**

Programme of Proceedings.

Wednesday, 10th July. 11 a.m.

Adoption of Annual Report, Election of Officers and Members of Committee of Management,
Appointment of Committees.

Report of Delegates to Council Meeting, 1895.

Wednesday, 8 p.m.

Address by the President C. R. SMITH, ESQ.

A discussion on the "Remits, (1 and 2)," from the Otago Central Branch, to be opened by F. S. ALDRED,
ESQ.

Thursday, 11th July. 11 a.m.

"Instruction of the Blind"—W. A. PATERSON, ESQ., President Dunedin Branch.

"Remits, (1, 2 and 3)," from Waitaki Branch.

Thursday, 8 p.m.

"Vertical Writing: Result of Five Years' Experiment at the Normal School" D. WHITE, ESQ., M.A.

A discussion on "Keeping in," to be opened by C. R. SMITH, ESQ.

Friday, 12th July, 11 a.m.

"A Scheme of Spelling, suitable for the Standard Requirements" C. MAHONEY, ESQ.

Remits from Branches.

The Wrigley Case.

FRIDAY, 8 p.m.

SOCIAL, in Oddfellows' Hall, Rattray Street.

Remits.

(From Country Branches.)

From Otago Central Branch.

- "That this Branch, being dissatisfied with the present mode of electing representatives from Otago, who are nearly always members of the Dunedin Branch, would bring this matter under your notice, and ask for your co-operation in altering the constitution of the Otago Educational Institute, so that country Branches may have fair representation on the Council. Our suggestion is that of the four representatives from the Otago Educational Institute, the Dunedin Branch elect two and the country Branches two."
- "That the Institute take into consideration the advisability of reducing the contributions from the Branches to 5s. per male member and 2s. 6d. per female member."

From Waitaki Branch.

- "That the change of franchise be extended so that electors should vote for members of the Educational Board in the same manner as they do for members of Parliament."
- "That a recommendation be sent to the Otago Educational Institute from this Branch, 'That the Education Board be asked to remove the vote of censure passed on Miss Andrews and Mr. Fraser, for omitting to remind the Inspector that he had not examined certain subjects.'"
- "That the time has come when teachers should have representation on the Education Board."

From Waitaki, Otago Central and Bruee-Clutha Branches.

- "That this Institute expresses its strongest disapproval of the abolition of the regulations regarding 'Exceptions,' the abolition of which, although quite just and fair in large towns, is most unjust in country districts; and that this Institute approves of the action of the Inspectors' Conference, in requiring 250 attendances during the school year."

Front Cover

Sir Walter Buller At the Bar of the House; History of the Horowhenua Block. Wellington, N.Z.: Printed at Evening Post General Printing Office, Willis Street. MDCCCXCV.

Introduction.

EVERY man, whatever his station in life, owes it as a first duty—not only to his immediate friends, his family and himself, but to the community in which he lives and to society at large—that he should keep his fair name unsullied, and repel, by every means in his power and at any cost, all aspersions on his character. I feel that, in my own ease, I owe a further duty to the honourable profession to which I belong, to the Royal Society of which I am a Fellow, and to the Noble and Distinguished Order of Knighthood to which my Sovereign has graciously called me.

Under these circumstances no apology is needed for reprinting, for circulation in pamphlet form, the defence which I was permitted to make at the Bar of the House on Monday evening, October 28th, in order thereby to secure for it a wider publicity than it would otherwise command. A few explanatory words, however, may not be out of place, so as to make the position perfectly clear to those who may not have followed the history of the case.

During the all-night sitting of the House of Representatives, on October 25-26, when the Horowhenua Block Bill was in Committee of the whole House, Mr. H. D. Bell, one of the members for Wellington City, made a strong attack upon the principle of this measure, characterising it as an interference with private rights, and an attempt on the part of the Government to reverse a judgment of the Supreme Court and of the Court of Appeal, and expressing his opinion that it was "a public shame and scandal that Parliament should be asked to pass such a measure smuggled in during the last hours of the session." The following report of what followed is from the *New Zealand Times*, of October 26th:—"The Minister in charge of the Bill (the Hon. J. McKenzie) with equal warmth retorted that it was a scandal and a shame, but not upon the Government. Since he had been a Minister he had come across some disgraceful dealings, but none to equal those in connection with this Block. Sir Walter Buller was a man knighted by Her Majesty, presumably for good conduct, and who ought to be in

gaol for his dealings with the natives. He had assisted Major Kemp to rob the natives by getting them to sell parcels of land, and with the money fighting each other through the legal profession. Enquiry was needed into the dealings in connection with the Block, and it would be found that all he had said was borne out by the facts."

Immediately on seeing this report, which took me completely by surprise, I wrote to the Premier demanding to be informed whether Mr. McKenzie's remarks had the authority or approval of himself or his colleagues, and forwarding to him a copy of the following letter which I had that morning addressed to the Minister of Lands:—

"Wellington,

26th October, 1895.

"SIR,—With reference to your slanderous statements concerning myself, on the third reading of the Horowhenua Block Bill, I hereby invite you to repeat them in some way not covered by your Parliamentary privilege, in order that I may have an opportunity of justifying myself and falsifying your statements.

"I have, &c.,

"WALTER L. BULLER.

"The Hon. John McKenzie,

"Minister of Lands, Wellington."

The Premier replied expressing his regret for what had occurred, stating that he had always deprecated personalities, and that Mr. McKenzie was "the last man in the universe who would ask his colleagues for authority as to what he was to say, or for approval or otherwise of what he had said." In reply, I pointed out to the Premier that it was not a mere question of "personalities," but of a brutal and cowardly attack upon me of the worst possible description—that, taking advantage of his position as a Minister, and under shelter of his Parliamentary privilege, Mr. McKenzie had assailed my character in the most reckless manner, and in language coarse and scurrilous. I assured him again that there was not a particle of foundation for the serious accusations which Mr. McKenzie had made in relation to my dealings with the Horowhenua Block, and, as he had said he could prove his words, I challenged him to come out in the open and do so—not before a "Royal Commission" of his own creation, but in the Supreme Court of the land, and before a jury of our countrymen. I also informed the Premier that I had written to the Hon. the Speaker craving permission to be heard in my own defence at the Bar of the House. (The correspondence in full will be found at the end of my cross-examination, Exhibit I., p.p. 14-15.)

Instead of complying with my very reasonable request, the Minister of Lands brought my letter of October 26th before the House as a breach of privilege, and threatened that if the motion was rejected he would forthwith leave the Ministry and resign his seat in Parliament. After a debate which lasted the whole day, the motion was carried by a large majority; and at the adjournment of the House, at 5.30 p.m., I was summoned by the Speaker (Sir Maurice O'Rorke) to attend at the Bar of the House, at the evening sitting, two hours later. I appeared accordingly, and the accompanying report of what then happened is taken from *Hansard*, as published by authority.

In conclusion, I have only to say that I shall ever gratefully remember the kind expressions of sympathy which reached me, by letter and by telegram, from all parts of the colony; and that I shall always honour the New Zealand press generally for the manner in which, from an instinctive sense of fairplay and without distinction of Party, it championed my cause and condemned the cowardly conduct of the Minister.

W.L.B.

Wellington,

December 9th, 1895.

Sir Walter Buller at the Bar of the House.

[Extract From *Hansard*.]

Evening Sitting, Monday, 28th October, 1895.

Speech and Examination of Sir Walter Buller at the Bar of the House of Representatives.

Sir W. Buller.—Sir, before I proceed to any explanation, I desire to say that I submit to the decision of the House—and to express my regret—although I had no intention of committing a breach of the privileges of this House; nor was I for one moment under the impression that I had committed such an offence at the time. My sole object in writing the letter to the Minister of Lands was that it seemed to me the only means within my power of asking inquiry into the charges that the Minister had levelled against me when the Horowhenua Block Bill was in Committee of the House. I thank you, Sir, and the House also, for the opportunity of explanation now afforded me by being placed in this position. The time allowed me has been so short that it was quite impossible for me to prepare anything like a set speech; indeed, the whole time has been occupied in hunting up documents and verifying dates. I do not propose, therefore, to address you at any great length, but to give a brief history of my connection with the Horowhenua Block, and to explain some other transactions that have been referred to, and I shall then tender myself to honourable members for cross-examination. I may say, however, that I find myself placed at a great disadvantage. By the decision of the House I find I have already unwittingly committed a breach of privilege in addressing what I thought to be an extremely temperate and fair letter to the Minister of Lands; so I feel that if, in the course of my address to the House, I am led to comment in any way upon the speech which called forth my letter, I may be committing another offence—that is to say, another breach of the privileges of this House. I will therefore ask the House for its indulgence, and beg honourable members to bear in mind that I am placed at that disadvantage. I will add that I am at this further disadvantage: that I did not hear the speech made by the Minister of Lands this morning, when, as I am informed, other charges were added to those levelled against me when the Bill was in Committee. I have not had time even to see the report of the speech; and, although a member of the Government very kindly promised to get from the Minister of Lands a list of the blocks referred to by him, I have since received a message that even this cannot be supplied to me. I understand that the blocks with which my name has been connected by the Minister of Lands in a disparaging way are the Rangitikei-Manawatu Block, the Owhaoko Block and the Rangatira Block. These are the only blocks I have heard of; and therefore, if I do not refer to anything else, it is simply because I have not the information I had asked for. In writing the letter complained of to the Minister of Lands I was actuated by a hope that he would, from a sense of fair-play, repeat elsewhere the words he had uttered in this House, so as to give me the opportunity of meeting him in the Supreme Court. In my letter to the Premier, which opens the correspondence that I now desire to put in [Exhibit No. 1], I gave a distinct and emphatic contradiction to all the general allegations of the Minister of Lands. What I demanded was that the charges should be formulated, in order [unclear: that] might meet and refute them. I simply claimed the right of every British subject—to meet my accuser face to face before the highest Court of the land, and to be tried by a jury of my countrymen. Of course, I am prepared to go before any Royal Commission the Government may appoint. I am ready to meet the charges there, and to challenge the strictest and closes investigation into every act of my public and private life; but I submit that I am placed as a very great disadvantage in being tried by a tribunal of the Minister's own creation, instead of by the ordinary Courts of justice. This disadvantage I must, however, accept. Before proceeding to any explanation, and speaking now, as it were, in extenuation—for I have already submitted to the right of the House and have expressed my regret for having unwittingly committed a breach of privilege—I would ask honourable members present to put them selves for a moment, in imagination, in my position. I need hardly tell them that, like the Minister of Lands, I am a self-made man. All my interests are bound up in the colony. I was born in the colony, my children were born in the colony, and I have been identified with it for more than half a century. Any distinction I may have achieved I have achieved for myself in the colony; any reputation I may have gained belongs to the colony; and I put it to honourable members, placing themselves for one moment in my position, could anything have astonished or shocked them more than to find the character of a lifetime thus wantonly assailed? I have been denounced to the country, and

the most opprobrious epithets have been applied to me. And by whom? By a member of a Government that I have loyally supported—a Government with whom I was on terms of personal friendship, and whose confidence I was supposed to possess! And denounced for what? Because of my dealings with the Horowhenua Block! Without a hint of what was coming, without notice, and without a word of warning, I was held up to public opprobrium in the land of my birth! I am proud, as any British subject should be, of having been singled out by Her Majesty for the honour of knighthood; but you are told by a Minister of the Crown that, instead of being knighted by the Queen for my services, I ought to be in gaol! I have received a shorthand report of the Minister's speech, and I find that, in addition to this, the Minister of Lands said I had "robbed the Natives by getting them to sell or lease parcels of land, and, with the money, to fight one another through the legal profession." Surely by every rule of fair-play I have a right to meet these charges and disprove them. I submit that, placing themselves for a moment in my position, any one in this House would, under similar circumstances, have taken the same course that I did. I should be either less than human or more than human if I had sat silently by and, out of defence to some law of privilege, remained dumb and silent under such charges as these. My honour has been impugned, the worst motives have been imputed to me, my private character has been assailed, and I have been stigmatized as a man who ought to be in gaol; and, forsooth, because of some rule of privilege I am to remain silent! I bow to the decision of the House, but under similar circumstances I fear I should commit the same offence again. As I stated in my opening remarks, I have not attempted to prepare a speech. I must trust to my memory to a great extent for the dates and facts I shall make use of. I think the best plan will be to state my case as briefly as I can, and then invite members of the House to put me through the most fiery ordeal they can—to put any number of questions, and to search into every transaction in which I have been concerned in connection with Native lands; for I feel that I am on my trial before the country, and I say that I am prepared to challenge the closest scrutiny into every transaction I have been concerned in during the fifteen or sixteen years I was in practice. I am not conscious of ever having wronged a Native or European in connection with Native lands. I know it is impossible for any man, nay, even for an archangel from heaven, to be mixed up in Native affairs for any length of time and to escape without being the subject of suspicion. But my conscience is perfectly clear on this point: I am not conscious of having done a single thing of which I, as a gentleman, should be ashamed, or for which as a professional man I should be censured. I invite the closest possible scrutiny. With regard to the charges themselves, I shall be extremely careful not even indirectly to offend against the privileges of the House. Standing here before my peers in Parliament, I reiterate what I stated in my letter to the Premier, that I specifically, emphatically, and wholly deny every one of the allegations brought against me by the Minister of Lands. I do not say that he has purposely misrepresented me; it is perfectly clear that he knows nothing of himself, and has been misled by others, for I could not believe that even my worst enemy would formulate charges of this kind without believing them to be true. But, standing here at the bar of the House, I solemnly declare that there is not the smallest foundation in fact for any one of these serious charges; and I only ask for the opportunity of meeting them. My friend Mr. Bell, in his speech this afternoon, said that I had supplanted him in the Horowhenua matter. I know the sense in which he used the term professionally, and it was perfectly fair; but I did not supplant Mr. Bell in the ordinary sense. When I returned from England in 1892, Major Kemp came to me and said he had been employing lawyers all over the country—Mr. Bell, Sir Robert Stout, and others—and, Maori-like, he was anxious to change his lawyer, and wanted me to take up the Horowhenua case. I was then on terms of intimacy with the late Premier, Mr. Ballance, and told him that Major Kemp had requested me to act for him in regard to the Horowhenua Block. I believed that I could rely on the Government of which Mr. Ballance was the head to see that right was done, and it was with his full knowledge that I accepted from Major Kemp a retainer signed by himself and nearly the whole of the Muaupoko Tribe. In 1892, acting on this retainer, and in the interests of the tribe, I presented a petition to this honourable House, and obtained the permission of the Chairman of the Native Affairs Committee to appear and conduct the case for Major Kemp. I examined witnesses, and addressed the Committee, and obtained a favourable report. Mr. Ballance, the then Premier, agreed to bring in legislation to give effect to the report of the Committee, but, owing to the lateness of the session, he found it impossible to do so. I had frequent interviews with Mr. Ballance at his own house, day and night, for a week or more previous to the close of the session, and, in order to protect the Muaupoko against wrong, Mr. Ballance, on the Sunday evening preceding the close of the session, summoned the Cabinet, and got his colleagues to agree by minute to a Proclamation protecting the block against any dealings. That was done by the present Government, under the direction of Mr. Ballance, and had the effect of conserving the interests of the tribe, and preventing a great wrong from being done. The effect of this Proclamation was to hang up the block for two years—that is to say, it prevented any dealing with the Horowhenua lands for two years from the issue of the Proclamation. As a condition precedent—before, indeed, the Governor had power to issue the Proclamation—it was necessary that there should be some negotiation for the purchase of the land; and, to bring the block within the Act, I induced Major Kemp to accept from the Land-purchase Department a nominal

payment of £5, and to sign a voucher for it in the ordinary way; and the Government then proceeded, as I have stated, to proclaim the block. The protection afforded by that Proclamation was to endure for two whole years. Almost immediately after that, Mr. Ballance's Government sent me to England to represent New Zealand at the Imperial Institute. I was accordingly absent from the colony during the session of 1893. I had to return to the colony before the session of 1894. As a matter of fact, I came back before I had discharged my duties in connection with the Imperial Institute owing to what had happened in relation to the Horowhenua Block. I will not refer to that more particularly, because that might be a breach of privilege; but, in consequence of what happened, I came back to the colony before the session of 1894. I then presented, on Major Kemp's behalf, a petition to the House of Representatives which, with your permission, I will read, because it was drawn up by myself, and sets out very succinctly the salient points of the Horowhenua case. It says,—

"The humble petition of Meiha Keepa Te Rangihwinui (commonly known as Major Kemp), a Native chief of the Wanganui and Manawatu Districts, sheweth,—

"1. That on the 10th day of April, 1873, an order was duly made by the Native Land Court, under the provisions of 'The Native Lands Act, 1865,' and 'The Native Lands Act, 1867,' for the issue of a certificate of title in favour of Meiha Keepa Te Rangihwinui (commonly known and hereinafter referred to as Major Kemp), under the 17th section of 'The Native Lands Act, 1867,' for a block of land at Horowhenua, in the District of Manawatu, in the Provincial District of Wellington, containing 52,460 acres, more or less; and that on the same day an order was made, pursuant to the provisions of the said 17th section of 'The Native Lands Act, 1867,' for the registration in the said Court of the names of 143 aboriginal natives of New Zealand, as the owners of the said land. The finding of the said Court on which these orders were based was that the Muaupoko Tribe was entitled to this land, and the list of owners was intended to include all the members of the Muaupoko Tribe so entitled. On the 27th June, 1881, a certificate of title, under the provisions of the said 17th section of 'The Native Lands Act, 1867,' was, pursuant to the said orders, duly issued by the Native Land Court, under the seal of the Court and under the hand of the Chief Judge thereof, in favour of Major Kemp for the said block of land, the effect thereof being to constitute him a trustee for the owners whose names had been registered in the Court as aforesaid.

"2. In the month of November, 1886, the said Native Land Court sat at Palmerston North for the purpose of partitioning the said block of land, upon the application of you petitioner, Major Kemp; and the Court, in the said proceedings, purported to act under the provisions of the Native Lands Acts, 'The Native Land Court Act, 1880,' and 'The Native Land Division Act, 1882.'

"3. On the 25th of November three division orders were made by the said Court, with the unanimous consent of the owners then present in Court.

"4. On the 1st of November other division orders were made, by general consent, the result being that all the persons named in the Native Land Court certificate of title as owners received, on partition, some portion of the said block of land in their own right. But all the portions so awarded in severalty were covered with bush, and had never been actually occupied or resided on by the Muaupoko Tribe,

"5. The effect of the partition among the owners, so far as it had now been carried, was to leave the residential portion of the block, called Horowhenua No. XI., containing 14,975 acres, and including the whole of the Horowhenua Lake, quite intact.

"6. The tribe, having determined to keep this portion of the estate unbroken as a permanent home for the people, declined to have the partition carried any further, and moved the Court to order a certificate of title for the same, as before, in the name of your petitioner, Major Kemp.

"7. At this stage of the proceedings, Wirihauna Hunia, one of the registered owners, came forward as representing the Hunia family, and objected to the order being in the name of Major Kemp alone. After a short retirement from the Court for consultation, Major Kemp agreed to admit the name of Warena [*unclear*: Huni] (Wirihauna's younger brother) as co-trustee with himself, and he then applied to the Court to join Warena Hunia with him in the order, which was done accordingly, there being no dissentient.

"8. In giving his consent to the introduction of Warena Hunia's name, your petitioner understood that he was consenting to have a joint trustee with himself in the management of the estate for the benefit of the tribe to whom it of right belonged; and that was the universal belief among the owners then present in Court, who permitted the arrangement to be recorded unchallenged.

"9. After the division orders hereinbefore mentioned had been made a survey of the block was made, and a proper plan of the subdivision prepared for the Court; after which certificates of title were ordered to be issued in conformity with the provisions of the Land Transfer Act.

"10. In the month of February, 1890, a sitting of the Native Land Court was held at Palmerston North for the purpose of further partitioning the said parcel of land known as Horowhenua No. XI. between Major Kemp and Warena Hunia, upon the application of the latter. It then became known to your petitioner and his people that, by a fiction of law, the land had become the absolute property of the two persons named in the certificate

of title, and was unconditionally at their disposal as in their own right.

"11. The Muaupoko Tribe, who all along fully understood and believed that their interest in the said block of land was held by Major Kemp and Warena Hunia, in trust, now discovered that, without any intentional consent on their part, the whole estate had passed in law to the two persons named in the order of the Court, and that their ancestral home, on which most of them had been born—their hocuses, their cultivations, their burial-places, and their lake-fishing grounds—had passed away from them for ever. No warning had been given to them in Court that the effect of the order to be made would be to divest the said lands from the acknowledged owners, or that it was necessary or desirable that the trust under which the said lands were held should be in any way declared or protected. Indeed, there is reason to believe that the Court itself was unaware of the full effect of the order it had made: otherwise it is difficult to conceive how it could have allowed such an order to be entered up without a word of warning to those concerned.

"12. At the sitting in February, 1890, notwithstanding that the trust in the said lands was insisted on by Major Kemp and admitted by Warena Hunia, the Native Land Court proceeded to partition the said lands as though the same were held by them in their own right, and after causing a valuation of the estate to be made, divided the said block into two parcels called Horowhenua No. XI.A, valued at £13,392, and Horowhenua No. XI.B, valued at £12,244, and awarded them to Major Kemp and Warena Hunia respectively.

"13. Major Kemp being dissatisfied with the said proceedings of the Native Land Court, appealed to the Chief Judge of the said Court for a rehearing, and a rehearing was ordered accordingly. This rehearing took place in the month of May, 1891, before Judges Mair and Scannell, when your petitioner (Major Kemp) again insisted upon the trust, and protested against the land being dealt with by the Court as the private property of the two trustees. In this course he was supported by the general body of owners then present in Court.

"14. The said Judges declined to consider or inquire into the alleged trust, believing that they had no power to do so; and they made an order on the 10th day of April, 1891, confirming the previous order for partition. The following is a copy of the judgment delivered on the said rehearing:-

"Horowhenua No. XI.: Judgment.

"This is a rehearing of a partition order at Palmerston North, on 10th April, 1890, at a Court presided over by Judge Trimble, deciding and allocating the relative interests of Meiha Keepa Te Rangihwinui and Warena Te Hakeke, the two owners in the order of the Court for a block of land called Horowhenua No. XI., containing 14,975 acres, made on the 1st December, 1886, on partition of the Horowhenua Block of 52,000 acres, and in which partition order, dated 1st day of December, 1886, and the Land Transfer certificate, dated 19th July, 1888, issued thereon, the said Meiha Keepa Te Rangihwinui and Warena Te Hakeke are named as the sole owners.

"Although questions outside the jurisdiction of the Court have been introduced into the case, the only matter with which the Court can deal decisively is the relative share of each owner as against the other; and on this the Court decides, from the evidence of every kind before it, that the decision of the original Court—that of 1890—should be confirmed, and confirms it accordingly, and orders in accordance with this decision, as well as a report to the Supreme Court on the question submitted, will be made; the partition orders to date back to the date of the original hearing, and to issue when an approved plan of the land the subject of each such order is indorsed thereon.

"But, although the Court in making these orders is confining itself to matters within its jurisdiction, it feels bound to add that, from what has transpired during the hearing of the case, as well as what it has seen during the inspection of the block, it is very clear that the issue of the order in 1886 in favour of Meiha Keepa Te Rangihwinui and Warena Te Hakeke was a severe loss to the Muaupoko Tribe.

"The partition of 1886, followed by the Land Transfer certificate, made those the sole legal owners of a piece of land which, up to that time was a part, and a most important part, of the tribal estate of Muaupoko, where from time immemorial they had lived and cultivated.

"It is not within the province of the Court to inquire as to how or for what purpose the certificate for that piece—clearly the property of the bulk of the people of Muaupoko—was issued in the names of two persons only; but the Court feels that under the whole circumstances it is its duty to lay such facts as are within its knowledge before the Chief Judge, in order that if any application is made on the subject he would be in a position to advise as to whether it would be desirable to institute further inquiry into the whole matter, with a view to ultimate justice being done to all the parties.'

"15. Finding the Native Land Court powerless to help them, Major Kemp and other members of the Muaupoko Tribe petitioned Parliament, in the session of 1890, setting out the above facts, and praying the House to 'take such measures by legislation as will suffice to protect them and to establish the trust.

"16. The Native Affairs Committee, to which the said petition was referred, made the following report thereon:—

"No. XI., 1890.—Petition of Major Kemp and 63 others.

"Petitioners complain of the position Major Kemp holds as trustee for Block XI., containing 14,975 acres of land at Horowhenua, and asking Parliament to decide his position in the matter. I have the honour to report as follows:—

"That, in the opinion of this Committee, after a lengthened hearing of witnesses, this Committee has come to the conclusion that a trust was understood to be created when the Horowhenua Block No. XI. was vested in Major Kemp and Warena Hunia; and this Major Kemp himself states was the understanding. But the legal opinion appears to be that, at this stage of the proceedings which are being conducted in the Supreme Court, no plea of the trust existing can be asked, and, if it could, would have no effect. That, under these circumstances, the necessary legislation should be provided to authorise a rehearing of the block, with the object of subdivision among the several parties concerned.—20th August, 1890."

"17. In the session of 1891, Major Kemp and other members of the Muaupoko Tribe again petitioned the House of Representatives to the same effect as before, and with a similar result, the Committee recommending the petition to the favourable consideration of the Government.

"18. The immediate effect of the report of the Native Affairs Committee in 1891 was that a Bill was introduced by the Government and passed into law under the title of 'The Native Land Court Acts Amendment Act, 1891,' whereby the whole of this land was made 'inalienable in any manner whatsoever until the termination of the next session of the General Assembly.' And in the session of 1892 Major Kemp and 62 other members of the Muaupoko Tribe petitioned Parliament to continue this protection, and to take such other measures as would assure and establish the rights of the real owners of the land.

"19. The report of the Native Affairs Committee in 1892 was brought up too late to admit of any remedial legislation to protect the interests of the Muaupoko Tribe, and to prevent any alienation of the land in violation of the alleged trust. Mr. Ballance's Government accordingly made a nominal payment to Major Kemp, and advised His Excellency the Governor to proclaim this block under the provisions of 'The Native Land Purchases Act, 1892,' the effect thereof being to bar all private negotiations and all alienations, except to Her Majesty the Queen, for a period of two years from the date of such Proclamation. This Proclamation was issued on the day of the prorogation of Parliament, on which date the protection secured by the suspensory Act of 1891 would otherwise have lapsed.

"20. The protection of the rights of the tribe through this considerate action on the part of the Government will cease by effluxion of time in October next.

"21. An action has been commenced by Major Kemp and other members of the Muaupoko Tribe, in the Supreme Court of New Zealand, against Warena Te Hakeke (otherwise called Warena Hunia), in which the plaintiffs pray, *inter alia*, that the trust may be affirmed by the decree of that honourable Court; that an inquiry may be had by reference to the Native Land Court as to who are the persons entitled under the original certificate of title; that Warena Te Hakeke may be restrained by its junction from selling, transferring, or charging the said lands, or any part thereof; that the certificate of title issued to Major Kemp and Warena Hunia may be declared void as against the plaintiffs and the other members of the Muaupoko Tribe in possession of the block at the time of the issue of the said certificate of title; and that Warena Te Hakeke, who now claims to be the absolute owner, may be dismissed from the trusteeship.

"22. Although your petitioner, Major Kemp has used all diligence in prosecuting his suit, the action cannot be tried before the Wanganui sittings at the end of September or beginning of October next, and it may be delayed considerably beyond that date.

"23. Under all these circumstances, your petitioner and the people whom he represents have determined to approach your honourable House with a prayer for relief, for they are firmly persuaded that Parliament will not allow them to suffer through their ignorance of English laws or customs, or permit of their being stripped of their ancestral home simply because they failed to make their trustees execute a declaration of trust, as required by the Statute of Frauds, of which they had at the time no knowledge whatever, and as to the necessity for which they received no instruction or warning from the Court at the time the order for a certificate of title was made. The favourable reports made from time to time by the Native Affairs Committee, and the readiness with which the Government has extended its protecting hand, afford them an assurance that they will not approach your honourable House in vain.

"24. Your petitioner has already shown to the Committee of Native Affairs that, in agreeing to intrust their lands to the keeping of representative chiefs, the Muaupoko people were doing nothing unusual, and that, from a Maori point of view, it would never occur to them that they were conferring an absolute estate upon the persons so selected and divesting themselves in law of their inheritance—of the land on which they were residing, and upon which most of them were born. Your petitioner is prepared to show this again, if necessary, from the mouths of many credible witnesses; and, having regard to past experience in this matter, whilst fully

assured of the strength and justice of his case, he feels more confidence in coming to Parliament for relief than in trusting to the intricacies and uncertainties of the law-courts.

"Wherefore your petitioner humbly prays that your honourable House will pass a measure empowering the Native Land Court to inquire into the alleged trust, and, if satisfied on such inquiry that such trust exists, to ascertain by its ordinary methods who are the persons beneficially entitled, and in what shares or proportions.

"And your petitioner will for ever pray, &c.,

"MEIHA KEEPA TE RANGIHIWINUI."

That petition, Sir, was not reported on by the Native Affairs Committee, because it was pointed out, after a large amount of evidence had been taken, that there was a case pending in the Supreme Court, and that the Committee ought to hold its hand; but the Native Affairs Committee of the Legislative Council, before whom a similar petition was heard, proposed further remedial legislation. All this time the action in the Supreme Court was proceeding. Mr. Edwards had been retained by the Muaupoko Tribe before I came out from England, and, as a matter of professional courtesy, I allowed him to conduct the case. I simply instructed him. The case was heard in Wanganui in 1894, and, after a protracted hearing, the Chief Justice declared that there was an undefined trust, and that Horowhenua No. XI. was not the property of Major Kemp and Warena Hunia. I shall not trouble you, Sir, or honourable members, with the text of the judgment, but I will state shortly that this judgment was appealed against, and the whole matter was argued again before the full Court in Wellington. With your permission, Sir, I will read the final judgment of the Court of Appeal. But I may state here, parenthetically, to explain my position, that this No. XI. was the only part of Horowhenua in which I had any concern whatever. I was pledged to the tribe, and I came out from England expressly to look after their interests. I was pledged to see them through this business, being convinced that they were being unjustly deprived of their tribal rights. I had no concern with the other parts of Horowhenua. I understand that some portions have been sold, others leased, others mortgaged; but I do not know the name of a single purchaser, lessee, or mortgagee. I know nothing whatever of the arrangements, and have had no concern whatever in any of these transactions. Therefore I absolutely contradict the statement made by the Minister of Lands, evidently on wrong information, that I had been concerned in the selling of lands to raise money to enable the Natives to fight the case amongst themselves. When the case came on in the Supreme Court at Wanganui it was, of course, necessary to have funds. Mr. Edwards had received a hundred guineas on his retainer before I came from England, but he could not go on further unless Kemp was in a position to find money. Kemp promised to deposit £500, and there was every hope that he would be able to raise the money in Wanganui. He was unable to do so, however, and he appealed to me. I wrote a cheque for £500 and handed it to Kemp, who passed it on to Mr. Edwards. The whole of that money has been applied in the payment of costs, not a shilling coming back into my pocket. At the suggestion of Mr. Edwards, I took a mortgage over Kemp's own Block, No. XIV., the title to which is undisputed. I took a mortgage of that to secure my advance of £500, and the mortgage was submitted to the Trust Commissioner sitting at that time in Wanganui. Evidence was taken in Court, and the Trust Commissioner some days after attached his certificate. That is the only one of these land-transactions I had a personal interest in, and the whole of the money came out of my own pocket. I paid that money through Major Kemp to Mr. Edwards. I afterwards paid fifty guineas to Mr. Skerrett as junior counsel in the Court of Appeal; and I believe I am responsible to Mr. Edwards for about £500 more. That is the only other portion of the Horowhenua Block with which I have had any dealings whatever; I mean Subdivision No. XIV., in respect of which there has never been a suspicion or suggestion of a trust or any allegation of fraud. This land was awarded to Major Kemp ten years ago, and he obtained a certificate of title under the Land Transfer Act. He held undisputed possession for six years or more before I negotiated for the lease of it: that is to say, Subdivision No. XIV. is the block of which I then took a lease, subsequently purchasing two small portions of eight and four acres respectively, and the block on which I afterwards took a mortgage, as I have just mentioned. The portion of the disputed land in which I have been professionally concerned—the only portion I have had any concern with at all—is No. XI., the subject of the action in the Supreme Court. On appeal their Honours gave the following judgment:—

"In the Supreme Court of New Zealand, Wellington District.—No. 5608.

"Between Meiha Keepa te Rangihwinui, Ihaia Taueki, Noa Te Whatamahoe, Rawinia Taueki, Te Rangimairehau, Raniera Te Whata, Makere Te Rou, Kerehi Mitiwaha and Ngariki Te Raorao, suing on behalf of themselves and all other persons in the same interest, plaintiffs; and Warena Te Hekeke, otherwise called Warena Hunia, defendant; and Rangipo Mete Paetahi, Rawea Utiku, Reupena Mete Kingi, Rakera Hunia, and Hera Te Upokoiri, third parties, added by order of this honourable Court on the 4th day of July, 1894.

"This action coming on for trial at Wanganui on the 10th, 11th, 12th, 13th, and 15th days of October, 1894, before his Honour the Chief Justice, and being then ordered to stand for argument of the points of law involved therein at Wellington, and again coming on before his Honour the Chief Justice at Wellington on the 16th and

17th days of November, 1894, in the presence of counsel for the plaintiffs and for the defendant, and for Rangipo Mete Paetahi, Rawea Utiku, Reupena Mete Kingi, Rakera Hunia, and Hera Te Upokoiri, third parties, added by order of this honourable Court on the 4th day of July, 1894: Upon reading the pleadings and upon hearing the evidence of John Alexander Wilson, Edward Buckle, the plaintiffs Meiha Keepa Te Rangihwinui, Te Rangi Mairehau, Raniora Te Whata, George Latter Scott, Kerehi Tomo, Makere Te Rou, Noa Tomo, Winara Raorao, Walter Lawry Buller, Alexander McDonald, Wirihana Hunia, Himiona Te Kowhai, the defendant Warena Te Hakeke, otherwise called Warena Hunia, and Donald Fraser, and what was alleged by counsel for the plaintiffs and the defendants, and for the said third parties: this Court doth declare that the lands called Horowhenua No. XI., comprising all the lands included in the certificate of title volume 29A, folio 130, of the books of the District Land Registrar for the Land Registration District of Wellington, are held by the plaintiff Meiha Keepa Te Rangihwinui and the defendant Warena Te Hakeke, otherwise called Warena Hunia, as trustees for the plaintiff Meiha Keepa Te Rangihwinui and for the persons whose names were registered in the Native Land Court under the provisions of the 17th section of 'The Native Lands Act, 1867,' as owners of the block of land at Horowhenua, in the District of Manawatu, in the Provincial District of Wellington, originally called 'Horo-whenua,' and for the successors of such of the same persons whose names were so registered aforesaid as are dead (such successors respectively taking the same shares as their respective ancestors would have been entitled to if living) for the same estates and interests (save that the same are now held for an estate of fee-simple of inheritance) and in the same proportions as the plaintiff Meiha Keepa To Rangihwinui and such persons whose names are so registered as aforesaid would have been entitled to in the same lands if the partition order relating to the said parcel of land called Horowhenua No. XI., made by the Native Land Court on the 1st day of December, 1886, in favour of the plaintiff, Meiha Keepa Te Rangihwinui, and the defendant, Warena Hunia Te Hakeke, otherwise called Warena Hunia, had never been made, and as though the aforesaid certificate of title under 'The Land Transfer Act, 1885,' volume 29A, folio 130, had never been issued, and as though the partition order made by the Native Land Court on the 14th day of January, 1890, whereby the Native Land Court purported to partition the said parcel of land called Horowhenua No. XI., into two blocks, called respectively Horowhenua No. XI.A and Horowhenua No. XI.B, and to award the said block of land so called Horowhenua No. XI.A to the plaintiff Meiha Keepa Te Rangihwinui, and the said block of land called Horowhenua No. XI.B to the defendant Warena Te Hakeke, otherwise called Warena Hunia, had never been made: And this Court doth adjudge and declare that the said last-mentioned partition orders made by the Native Land Court on the 14th day of January, 1890, are wholly void and of none effect: Let an inquiry be made who are the persons interested in the said parcel of land called Horowhenua No. XI., pursuant to the declaration hereinbefore contained, and who are entitled to be declared to be the representatives or successors of such of them as are dead; and let there also be an inquiry as to the respective interests of the persons so found to be interested in the said block of land called Horowhenua No. XI., and as to the respective interests therein of the representatives or successors of such of them as are dead; and for the purposes of the said inquiries let a case or cases be stated and referred to the Native Land Court for its opinion thereon, as may be found necessary: And this Court doth order and adjudge that the plaintiff, Meiha Keepa Te Rangihwinui, and the defendant, Warena Te Hakeke, otherwise called Warena Hunia, respectively, do forthwith deliver to the Registrar of this honourable Court at Wanganui, upon oath, all certificates of title, partition orders, and other documents of title in the possession or power of the plaintiff, Meiha Keepa Te Rangihwinui, and the defendant, Warena Hunia, otherwise called Warena Te Hakeke, respectively, relating to the said block of land called Horowhenua No. XI., or to either of the subdivisions thereof, called respectively Horowhenua No. XI.A and Horowhenua No. XI.B, and that all such certificates of title, partition orders, and other documents of title shall remain in the custody of the Registrar of this honourable Court at Wanganui aforesaid, there to abide the further order of this honourable Court: And this Court doth further order and adjudge that the caveat No. 612 in the books of the District Land Registrar aforesaid, lodged by the plaintiff, Meiha Keepa Te Rangihwinui and the caveat No. 812, in the books of the District Land Registrar aforesaid, lodged by the plaintiff Ihaia Taueki and others, do remain and continue until the further order of this honourable Court, and that the same caveats shall not be withdrawn without the order of this honourable Court: And this Court doth order and direct that a caveat, with a copy of this decree annexed thereto, be lodged by the plaintiffs with the District Land Registrar aforesaid forbidding further dealings with the said block of land called Horowhenua No. XI., and that the caveat so lodged shall remain and continue until the further order of this honourable Court: Let the following accounts be taken—namely, an account of all moneys received by, or come to the hands of, the defendant, Warena Te Hakeke, otherwise called Warena Hunia, from the sale of any portions of the said parcel of land called Horowhenua No. XI. And in taking such accounts the defendant, Warena Te Hakeke, is to be charged with interest at the rate of £8 per centum per annum on all sums received by him, or come to his hands as aforesaid: And in taking such accounts, let all just allowances be made, and let the defendant, Warena Te Hakeke, otherwise called Warena Hunia, within such period as may hereafter be ordered by this honourable Court,

pay into the office of this honourable Court at Wanganui aforesaid the amounts, if any, which shall be certified to be due from him on the taking of the said accounts: And let the defendant, Warena Te Hakeke, otherwise called Warena Hunia, pay to the plaintiffs their costs of this action upon the highest scale as upon a sum of £5,000, with an extra allowance of £15 15s. for each of six extra days occupied by the trial, with all proper allowances for fees of Court, witnesses' expenses, and other necessary disbursements, to be taxed by the Registrar of this honourable Court at Wanganui: And let the further consideration of this action be adjourned; and any of the parties are to be at liberty to apply to this Court in Chambers as they may be advised."

The effect, Sir, of that judgment of the Court of Appeal, from which there was no dissent, was to place the whole of the 143 owners back on their ancestral lands, it being a direction to the Native Land Court to proceed, according to its own methods, to determine the individual interests of the whole of the parties. I think I may say that I was instrumental in bringing about that result; and, ever since I took a retainer, whatever I have done in connection with this Horowhenua business has been with the object of assisting the tribe in their efforts to obtain justice. I have not been mixed up in any of the numerous other transactions with the Horowhenua Block, and I know nothing whatever about them. I did on one occasion assist Mr. Peter Bartholomew to make an arrangement with Major Kemp as to cutting timber on Block No. VI., which was virtually a trust block, and drew up a short memorandum of agreement between them, leaving Mr. Edwards to prepare the timber lease. Major Kemp, who was entirely guided by my advice, came to an agreement that the royalties for the timber should be paid into a trust account at the bank, in the joint names of himself as trustee, Mr. Edwards as representing Mr. Peter Bartholomew, and Messrs. Marshall and Fitzherbert as representing the Native claimants, pending the ascertainment of title. I am correct, I think, in saying that, with this sole exception, I had no transactions of any sort in connection with the other parts of the Horowhenua Block. The only other business, indeed, that I can remember affecting the entire block was something relating to a different matter altogether. It was the getting of a deed of release executed by the whole of the Muaupoko people, with the exception of Warena Hunia and his party, which I shall now ask permission to put in. [Exhibit No. 2.] It arose out of an action which had been brought against Major Kemp in the Supreme Court, calling upon him to account for the rents and profits received by him during a period of some twenty years. It was utterly impossible for a Maori chief who kept no books, and had never done anything of the sort in his life, to produce accounts extending over a long period of time. Without any actual request from Major Kemp, I went to the district and called the tribe together, and, having explained the position to them, they: at once agreed to execute a deed of release and discharge. That deed is signed by some sixty members of the Muaupoko Tribe, and all the signatures are attested by a Magistrate, with the aid of a licensed interpreter. This had the effect of releasing Major Kemp from all responsibility in respect of these moneys. That deed was put in before the Supremo Court at Wanganui, and again before the Court of Appeal. The Court held that it was quite unreasonable that Maori chiefs should be expected to bring in accounts to show what they had received and disbursed in the name of the tribe; and the deed of discharge was held by the full Court to be sufficient. The clause in Sir James Prendergast's judgment requiring Major Kemp to render an account was accordingly struck out when the Court of Appeal made the final decree in this matter. I think, Sir, this explanation covers the whole of the ground. It has enabled me to reply to all the charges brought against me by the Minister of Lands in relation to the Horowhenua Block. These charges, I feel certain, have been founded upon a total misconception of the facts and upon utterly wrong information. I think I have given a sufficient history of the transactions referred to, and I am now in the hands of the House. I do hope that honourable members will not fail to ply me with questions, for it may be said that upon the result of this hearing largely rests my professional reputation and my fair name in the colony. My honour is at stake, and I think it is therefore due to me that I should be put through a crucial examination. I am really on my trial before the country, and, as I have no chance afforded me of meeting the charges in the ordinary way, it is due to me that honourable members should now put me through the most searching cross-examination. As I have already said, I have been at a great disadvantage in regard to the fresh charges which have been brought against me this morning, inasmuch as I did not hear the speech of the Minister of Lands, and have not seen a report of it. But I am told by a member who was present that three blocks in which I have been concerned were referred to—namely, the Rangitikei-Manawatu Block, the Owhaoko Block, and the Rangatira Block. With your permission, Sir, I will say a few words in regard to each of those blocks. My connection with the Rangitikei-Manawatu purchase was as Assistant Land Purchase Commissioner, from 1865 to 1871, and long before I was in practice. I was at that time Resident Magistrate at Wanganui, but I was detached for special service upon the Land Purchase Commission, and I acted throughout under the direction of my late lamented friend, Dr. Featherston. I am not going to trouble the House with all the particulars. It is enough for me to say that, at the conclusion of that business, during which I myself took and witnessed no less than 1,700 Maori signatures and paid over £25,000 to the Natives, I received the warm thanks of the Superintendent of the province, officially recorded in his speech to the Council; and the acknowledgments of the Chief Land Purchase Commissioner. I also received a handsome letter of thanks from

the Premier and Government of the colony for my services on that occasion, and that letter is on record in the Journals of this House. I am prepared to answer any questions of any sort or kind in regard to this Rangitikei-Manawatu purchase. Now, some members of the House may wish to know something from me about the Owhaoko lease. I was never professionally concerned in the obtaining of that lease, but I did act for Mr. Studholme in connection with a different matter—namely, in getting an application for a rehearing of the Owhaoko Block withdrawn by the Natives. I was absent in England, as the Minister of Lands has said, when Sir Robert Stout issued the memorandum containing reflections upon me. On seeing that memorandum, I immediately wrote a letter in explanation, and I must say that Sir Robert Stout gave the same publicity to my statement as he had given to his own. It was laid on the table of the House and printed in the Appendices to the Journals. That gentleman afterwards sent me an expression of regret for what he had written, and he declared openly that he was perfectly satisfied with my explanation. The principal charge was that I had acted professionally at one and the same time for three different parties, and that I was receiving pay in three directions. Amongst the comments of the Press on that occasion there appeared, I remember, the following: "Thrice happy Dr. Buller, trebly retained and three times paid." There was no ground whatever for that accusation, and my friend Sir Robert Stout, who was then Premier, was the first to acknowledge that my answer was complete, and to publish it to the world. With regard to the Rangatira Block, I cannot imagine what can possibly be alleged against me there. I certainly did fight the case for the Natives through the Native Land Court with great energy and for a continuous period of nearly two months. If I remember aright, my final address to the Court occupied nearly three days. The result was that I achieved a complete victory for the Ngatiapa Tribe. As against outside claimants, if I remember aright, they won every acre of this large block in the Upper Rangitikei District, and my own clients got a large share of it. I acted for Messrs. Donald Fraser and James Bull and the Hon. Charles Johnston in the acquisition of the block by purchase. I was paid liberally by those gentlemen for my services, and they also guaranteed my costs in the Land Court. I cannot conceive what can be alleged against me in connection with that block; but I shall be happy to answer any questions by the Minister of Lands or any other member, either in connection with that or any other block. I do not think, Sir, that I should trespass upon the indulgence of the House any further, seeing that the session is approaching its close, and that I might lose my opportunity of a full cross-examination if I continued speaking any longer. I would conclude by saying that, although I have been actively engaged in Native affairs, officially and professionally, for a period of some thirty years or more, and have probably put through more Native titles than any other solicitor in New Zealand, I defy any man to put his finger down upon one single transaction of a questionable kind in which I have ever been concerned. My conscience is absolutely clear of ever having done anything in connection with Native affairs that this House could not agree with, and which I should not be able to justify. Although I have acquired hundreds of thousands of acres of land from the Natives for clients, I may say that, with the exception of one block of a thousand acres—the Iwiros Block, which I purchased through Mr. Donald Fraser—I have never acquired Native land for myself. For my services on behalf of my clients I have received their thanks in abundance, and have always been liberally paid. I am not aware that there was anything alleged against my honour or probity in any of these transactions, but if there is a suspicion of the kind I shall be only too glad to answer any questions that may be put to me, and I promise to do so fully and without reserve.

Mr. Speaker.—I do not feel myself called upon to put any questions to Sir Walter Buller. In this House it has been the practice in cases of this kind that questions should be put through the Speaker, and in accordance with that rule certain questions have been banded to me by the Minister of Lands, and I shall now proceed to put them to Sir Walter Buller

Sir W. Buller.—If you please, Sir.

Horowhenua.

Mr. Speaker.—Sir Walter Buller, were you aware that Sir Donald McLean arranged to set aside a portion of the Horowhenua Block—1,200 or 1,300 acres—for the Whatanui people?

A. I am aware of the arrangement which led to that land being allotted to descendants of Te Whatanui. There was a fight imminent between Kemp's people and the Ngatiraukawa, when Sir Donald McLean, then Native Minister, went up to the district, and, by his great personal influence, brought about a reconciliation, and effected an arrangement by which the dissatisfied party should get something. Kemp's people contended that the Ngatiraukawa had no interest in the Horowhenua Block, which had been awarded by the Native Land Court to the Muaupoko; but Major Kemp in the end promised that Te Whatanui's descendants (of that tribe) should have 1,200 acres of the block made over to them. This award was afterwards made by consent, when a general division of the block took place in the Native Land Court. This was in 1886. First of all, Major Kemp said, in effect, "I will deal with this matter myself. My individual ownership of the Papaitonga Lake is undisputed. I

will cut off 1,200 acres at that end, and give it to these people, in fulfilment of my promise to McLean." He accordingly marked off 1,200 acres on the plan, along the southern boundary. But they refused to accept the proposed allotment; they wanted it elsewhere. Major Kemp then said, "I will keep this myself, and give you 1,200 acres further up"; and he accordingly marked off 1,200 acres nearer to the Horowhenua Lake. This was accepted, and Te Whatanui's descendants are in possession of it to this day. The tribe agreed to let Major Kemp retain the first 1,200 acres as his own, and the arrangement was confirmed by the Court.

Q. Are you aware that Section 14 was the land set apart?

A. It was not set apart for them, for they would not take it. It was offered and refused, They said they would prefer the other subdivision (No. 9), and Block No. 9 was granted to them accordingly. They are now in possession of that land, as I have already stated.

Q. You claim, between purchase and mortgage to own the whole of Subdivision No. 14 of the Horowhenua Block—1,200 acres?

A. Yes, the whole of it, containing 1,196 acres, for there had been 4 acres out out for road purposes. I must be allowed to give an explanation of this to the House. I took, first of all, a lease of the portion from the railway-line to the Papaitonga Lake, containing a little over 500 acres, Major Kemp promising to grant me a lease of the balance—on the other side of the railway-line—later on, as he was then arranging to give Mr. Peter Bartholomew the right to cut timber on it over a period of six years. Then I found that Mr. Peter Bartholomew had taken a lease of 100 acres for twenty-one years. I was determined that this sort of thing should go no further; so I got Major Kemp to give me a long lease covering the timber-cutting license, in order to secure to myself a twenty-one years' tenancy—that is to say, I got Kemp to give me a twenty-seven years' lease to take effect, so far as I was concerned, after the timber lease to Mr. Bartholomew had fallen in.

Q. Are you aware that when Horowhenua was subdivided in the first instance, Subdivision No. 14 was set aside to satisfy the claims of the Whatanui people?

A. Certainly not; as I have already stated, the proposal was considered, but not accepted.

Q. What interests have you acquired in this subdivision under the various headings of freehold, leasehold, and mortgage?

A. I have acquired, as freehold, two small areas of 8 acres and 4 acres respectively by purchase at £10 an acre; and by lease, having about nineteen years to run, all the rest of the block to the seaward of the railway; and by lease for twenty-one years, to take effect on the expiration of Mr. Bartholomew's lease for timber-cutting rights, the rest of the block, save Mr. Bartholomew's 100 acres: and then I have a charge over the whole to secure repayment of the £500 which I paid to Mr. Edwards.

Q. When and where did you make the last advance under the mortgage?

A. The last advance made under the mortgage was the payment made to Mr. Skerrett at the close of the Court of Appeal, the amount having been fixed by my friend Mr. Edwards. I handed Mr. Skerrett a cheque for fifty guineas, the receipt for which I will now produce. The receipt is as follows: "Received from Sir Walter Buller the sum of £52 10s., being the amount of my fee as junior counsel in the Horowhenua case in the Court of Appeal at Wellington.—C. P. SKERRETT. 19th July, 1895."

Q. Was this advance not made for the purpose of allowing one of the trustees to fight the other in the Court of law?

A. The £500 advanced to Mr. Edwards was to enable Major Kemp to test this question of law. Kemp said, in effect, "I am not an owner; I am only a trustee, and it is my duty to the tribe to do this. I desire to divest myself of the land, and give it back to them; but my co-trustee must do the same." He stripped himself of his title to the land, and gave it back to the tribe. Every penny of the costs came out of Major Kemp's pocket; although an order for costs has been made by the Supreme Court against Warena Hunia, if they can be recovered.

Q. Was the deed of mortgage duly passed by a Trust Commissioner under the Native Land Fraud Prevention Act?

A. Yes; it was passed by Judge Ward, after inquiry in open Court at Wanganui, Mr. Edwards conducting the case on my behalf.

Q. Was due notice given of the Trust Commissioner's inquiry by publication in the *Gazette* and *Kahiti* as required by the regulations?

A. I believe not; nor was that necessary under the amended rule of 1890. I have no control over the Trust Commissioner. I received notice, I think, two days afterwards that he had affixed his certificate to the deed. After this it was registered by me in Wellington under the Land Transfer Act.

Q. Was any public notice ever given, or any opportunity afforded to any person on the other side, to object to the issue of the Trust Commissioner's certificate?

A. I have no means of ascertaining that. It was done in open Court. Both sides of the Muaupoko Tribe were in Wanganui. Who of them were in Court I do not know. I was there when Mr. Edwards made the

application—I was there the whole time, in fact.

Q. Is it not a fact that this certificate was obtained, and the registration effected, within two or three days of the passing of a Bill which would have prevented this being done?

A. I believe so. I believe there was a Bill within a week after this prohibiting dealings with Native lands all over the colony.

Otamakapua.

Q. Did you act for the Crown in connection with the Otamakapua No. 2 Block?

A. I did. I was then in practice. I was retained by the Government of which Mr. Sheehan was a member as counsel for the Crown, and for a period of about two years I appeared in the Native Land Court and conducted all the Crown cases. That was one of them.

Q. Were you acting also for the Natives in connection with the same block?

A. Not for the Natives, except as representing the Crown. I was not paid by them. One of the principal owners, Renata Kawepo, however, was a client of mine at all times. I merely advised in connection with the title, and conducted the case of the successful claimants in the Native Land Court, the Government paying my fees.

Q. Did you receive retainers or fees from both the Natives and the Government?

A. Certainly not. I would, however, qualify that. I got retainers whilst I was in practice to act for certain chiefs in all matters, but I never received any fee for conducting the Otamakapua case except from the Crown.

Q. Did you receive £7,000 odd from the Government to be paid to the Natives?

A. The amount imprested to Mr. Booth, the Land Purchase Commissioner, and myself was a very much larger amount. It was over £40,000, I think. Mr. Booth and I were joined in the imprest warrant. But the question may relate to an adjoining piece of land—the Waitapu Block—which was purchased by the Government immediately after Otamakapua had gone through the Court; and in that I believe I acted professionally for the Natives and not for the Crown. Of course, I am speaking of events which happened ten or twelve years ago.

Q. Were you paid by the Government ten guineas per day for conducting the purchase?

A. Not for conducting the purchase. I never received from my clients, European or Maori, as far as I am aware, during the whole time I was in practice, a larger fee or a smaller fee than ten guineas per diem for appearing in the Native Land Court, and I was paid by the Crown ten guineas per diem in that particular case. I appeared in Court as counsel for the Crown. I was sometimes in Court for three or four weeks at a stretch, and, whenever that occurred, I was paid ten guineas per diem, including Sundays. I remember the Auditor-General once raising the question of my being paid for Sundays, and my answer was that I worked just as hard on Sundays as on week-days, to say nothing of peril to the soul!

Q. When paying the money over to the Natives, did you deduct 2½ per cent.?

A. Certainly not.

Q. Did the Natives protest against such deduction?

A. Certainly not. I am speaking, of course, from memory. I have not the slightest recollection of anything of the sort.

Patetere.

Q. What retainer did you charge, and what fees per diem were you paid, in connection with the Patetere Blocks?

A. I received from the purchasers (the Patetere Company) ten guineas per diem for conducting the cases, and a general retainer of one hundred guineas on my brief, which I had in all large cases. From first to last I received from the directors of the Patetere Company about five thousand pounds. I may explain that I had to give up my time unreservedly on those occasions. It was a matter of absolute necessity. There could be no resting on the Sabbath whilst a case was proceeding. In all large cases I had a retainer of one hundred guineas on my brief. I had a retainer of that amount when I took up the Crown's work. Mr. Sheehan, as Native Minister, sent me that as a general retainer; and, in addition to that retainer, I always received a fee of ten guineas per diem whilst actually engaged on a case.

Q. Have you ever had a bill of costs in connection with Native lands amounting to £7,000, or thereabouts?

A. I do not think so. As far as I can remember, the largest bill of costs I ever had the pleasure of rendering was one against the Government for my services in the *Wake Maori* libel case in the Supreme Court. The bill of costs as first made up and rendered amounted to £2,500, or thereabouts. This was on the minimum scale as between solicitor and client. The Solicitor-General informed me that it was intended to tax the costs, and he

accordingly allowed me to have the bill back for revision. In view of hostile taxation, I padded it with another thousand pounds. About one thousand pounds was taxed off, after three days' taxing, so that I practically got the amount of my original claim.

Owhaoko-Oruamatua-Kaimanawa (301,000 acres).

Q. Were you engaged in the investigation of the Owhaoko and Kaimanawa Blocks?

A. I was not.

Q. Were you acting for Renata and those connected with him?

A. Not at the investigation; but I was acting for Renata Kawepo in getting an application for a rehearing of the Owhaoko Block with drawn. That was the subject in regard to which Sir Robert Stout attacked me so unfairly when I was in England. With regard to that matter I afterwards put my defence in writing.

Q. Were they not the successful parties?

A. I do not exactly know. The rehearing came on after I had left the colony. I had nothing to do with the case.

Q. Was there not a rehearing applied for by the opposite party?

A. A rehearing was applied for by Topia Turoa, of Taupo, and five or six other Natives. Chief Judge Fenton pointed out that the signatures appeared to be all in the handwriting of one man. That turned out to be so, and I got the rehearing withdrawn by the same man, Hohepa Tamamutu, the letter of withdrawal being signed by Topia Turoa also.

Q. Did you not appear in the Court for this party to withdraw the application for the rehearing in favour of your previous clients?

A. I appeared in Court, having sent to the Chief Judge the application for withdrawal. At that particular time, if I recollect aright, professional men could not be heard in the Native Land Court. I was not allowed, therefore, to move for the dismissal of the case, but I was in Court, and had previously handed in to the Chief Judge myself the application for withdrawal.

Q. Did not the Natives for whom you appeared write to the Chief Judge denying your authority to act for them?

A. I believe they did. That is not an unusual thing for Natives to do.

Q. Is it true that Sir Robert Stout made the following remarks in a memorandum printed in the Appendices to the Journals of the House Vol. III., 1886, page 12:—

"Dr. Buller seems to have received from Topia Turoa and Hohepa Tamamutu a retainer in the matter of the rehearing. Why there was need of a retainer in a case which was withdrawn by them I cannot understand. The impropriety of a solicitor or counsel accepting a retainer from both sides I need not point out?"

A. I have no doubt that extract is correct, but, as I was able to satisfy Sir Robert Stout, there was no foundation for the allegation that I had received a fee from Topia. I went to Taupo by arrangement with Renata Kawepo, and I was paid by Mr. John Studholme. From him alone did I receive any fee in this matter. But I should like to have the memorandum which I wrote at the time imported into this case as part of my answer to the question. It is in the Appendices to the Journals, and it was laid on the table when my friend Sir Robert Stout was Premier. I should like, with the permission of the House, to read the whole of that memorandum in reply to Sir Robert Stout, and the correspondence relating to it, and that this should be taken as part of my reply to the question, because that was a charge seriously affecting my honour as a professional man. It pained me very much, and I was pleased that Sir Robert Stout was the first to come forward and admit that he had been misinformed. He made all the atonement in his power.

Q. Is it not true that in the same memorandum, printed in the same Appendix, Sir Robert Stout, as Attorney General, concludes as follows: "I do not care to comment upon the conduct of the various persons whose actions I have had to allude to in this memorandum. The facts are sufficient without comment. Let me only add that, if this case is a sample of what has been done under our Native Land Court administration, I am not surprised that many Natives decline to bring their lands before the Court. A more gross travesty of justice it has never been my fortune to consider.—ROBERT STOUT. Premier's office, Wellington, 18th May, 1886"?

A. I believe that is a correct quotation; but subsequently the statement was practically withdrawn by Sir Robert Stout—at any rate, so far as I was concerned.

Q. Does that refer to you, and, if so, why did you not challenge Sir Robert Stout to meet you in the law-courts?

A. It was a mistake made by the Premier, evidently on false information, and on receiving my explanation he immediately withdrew the statements complained of, and made every reparation in his power.

Q. How comes it you are satisfied with Sir Robert Stout's private letter as sufficient reparation for his public reflections on your conduct?

A. It was not merely a private letter. I would not accept a private letter from him or any other man as sufficient reparation for a public attack. But Sir Robert Stout did everything in his power; he wrote, saying, "I will give the same publicity to your reply as to my own memorandum." He also expressed regret that he had been misled, and had made statements which reflected on my character and caused me a considerable amount of pain. With your permission, Sir, I will read the correspondence as part of my reply to this question.

Q. Perhaps the following question may be embodied in your reply: "Why did you not demand public retraction of his aspersions?"

A. Immediately on receiving a report of what he had stated in this House—or, rather, it was in the form of a memorandum laid on the table of the House—I wrote the following letter, which appears under the head of Paper G.-1 in the Appendices, Sess. I., Vol. II., 1887. [Read in full, and put in as Exhibit No. 3.]

Mr. Speaker.—Would any member like to put questions to Sir Walter Buller? Mr. Collins asks: "Block 14: Sir Walter Buller said he had acquired the freehold to a small section and leased all the rest of the block to the railway. Will he state the extent of the land acquired by lease, under what terms the lease was granted, what was at the time the value of the land per acre?"

A. The extent of the land acquired by the first lease is a little over 500 acres. When I took it up it was covered with heavy timber, and the rent for the whole term was fixed at 2s. 6d. an acre—the same that Mr. Bartholomew agreed to pay for the 100 acres on the opposite side of the railway-line.

Q. Under what terms was the lease granted?

A. For twenty-one years from the date of execution—from June, 1891, if I remember aright.

Q. What was, at the time, the value of the land per acre?

A. It is hard to say. I bought afterwards a strip of 45 acres of bush-land adjoining this, and partly cleared, for £4 per acre. This was part of the Waiwiri East Block, adjacent to Subdivision No. 14. I bought that about eighteen months after I had negotiated my lease with Major Kemp.

Mr. Speaker.—Mr. Stevens asks: If you acted, as is stated by you, for the whole of the Muaupoko Tribe, against whom did you act?

A. I said that I acted for the whole of the Muaupoko Tribe except Warena Hunia and a few others. I acted against Warena Hunia. He declared himself to be absolute owner instead of trustee, and what I asked of the Supreme Court was that he should be dismissed from the trust, and that the block of land which he claimed as his own should be declared to belong to the Muaupoko Tribe. I will read the retainer which I hold in my hand, and make it part of my answer. The retainer is dated 18th July, 1892, and is in the following terms: "*Re* Horowhenua: We hereby appoint Sir Walter Buller our solicitor in regard to the Horowhenua matter, and we hereby authorise him to take such steps as he may think fit for the assertion of our rights to the fifteen-thousand-acre block, or any other part of the Horowhenua Estate, whether by petition to Parliament or otherwise; and we hereby retain the said Sir Walter Buller to appear for us in the Supreme Court, or in the Native Land Court, or before any Commission or other tribunal in relation thereto. [The same is repeated in Maori.]—MEIHA KEEPA TE RANGIHIWINUI and sixty-eight others."

Q. Is not the Ngatipariri Hapu opposed to Kemp's action, and do you claim to be acting for that hapu at present?

A. There are Natives, I may explain, who claim to belong to several hapus. Major Kemp, for example, claims to belong to six tribes. The Ngatipariri proper are Warena Hunia's friends, and have not signed the retainer.

Q. Why did you say you were acting for the whole of the Muaupoko Tribe?

A. Well, I was acting in the interests of the whole tribe. I did not ask the Supreme Court to give back the 15,000 acres to the Muaupoko Tribe, excluding the Ngatipariri Hapu; I asked that the 15,000 acres should go back to the whole tribe, including that hapu. In that sense I represented the whole tribe. My retainer was signed by all of the hapus except Ngatipariri.

Q. Against whom did you prevent a wrong being done?

A. I was instrumental in preventing, with the aid of the Supreme Court, a great wrong being done to the Muaupoko Tribe as a whole, inasmuch as the tribal estate of 15,000 acres was vested by law in two men who were intended to be trustees, but who, in fact, were made owners. The wrong done was to the tribe who intended to appoint the chiefs as trustees, and found that by the operation of law they had made them absolute freeholders.

Q. Did not Warena Hunia repeatedly offer to give to the hapu, of which he was and is the head and chief, 3,700 acres upon which their houses and homes were situate?

A. I heard that such offers were made before I was connected with the block. Warena Hunia never made any offer to me. I never had any conversation with him on the subject; but I may state that when I first took a retainer for the tribe I intimated to Major Kemp that I would be no party to any compromise—that I would retire from the case altogether rather than countenance any compromise in a matter which, to my mind,

involved a fraud. I stood out for the trust, and nothing short of the trust.

Mr. Speaker.—The next questions are by Mr. Pirani: The Minister of Lands said this morning that Sir Walter Buller had leased 510 acres of the Horowhenua Block at a peppercorn rental for a certain number of years, and at half the value of fair rentals for the remainder of the term. Is that correct, and, if so, what are the circumstances?

A. It is not correct. I leased for twenty-one years, and when I took the land it was covered with timber. I am paying, as I think, a fair rack-rent of 2s. 6d. an acre. It is as much, at any rate, as I was prepared to give.

Mr. Speaker.—Mr. Graham wishes to put this question: What was the name of the Solicitor-General who was good enough to return your bill of costs for the sum of £2,500 to enable you to "pad" it, so that you might receive the amount of the bill of costs as originally rendered by you?

A. I do not say that it was the Solicitor General personally, but the information came from the Solicitor-General's office. The bill was returned to me in order that I might reconsider the costs with a view to taxation. The costs first rendered were costs as between solicitor and client, and not a hostile bill. I was acting for the Crown, and had put everything in at a minimum.

Q. What was the date of the transaction?

A. About 1877. Sir Donald McLean was in office as Native Minister. I was retained for this case by Sir Donald McLean.

Mr. Speaker.—There is one question put into my hands I do not think relevant; it is with regard to the Imperial Institute.

Sir W. Buller.—Pray give me the opportunity, Sir, for I am only too anxious to answer that.

Mr. Speaker.—Oh, but it is my duty to interpose, and to prevent any question I do not think relevant.

Mr. Speaker.—Major Steward puts these questions: Does the lease of 510 acres held by you contain a covenant giving you the right of purchase?

A. Certainly not. I have to give up the place, buildings and all, at the end of the term, without consideration of any kind.

Mr. Speaker.—Then, I need not put the next question: If so, what is the price?

A. There is no right of purchase.

Mr. Speaker.—Mr. Heke puts this question: The Minister of Lands also stated this morning that Sir Walter Buller was connected with Te Waka land at Otaki. Will you give an explanation of your connection therewith?

A. I may state that I put through hundreds of titles in the Otaki district, chiefly small titles. It may be one of these. I cannot ear-mark it, but, if the Minister will give me some hint as to what it is, I shall be glad to give any information.

Mr. Speaker.—Mr. Carroll asks: Was not the Horowhenua Block 14 set apart by the tribe, and put in the name of Major Kemp for the Whatanui family?

A. It was first of all cut off by Major Kemp and offered to the descendants of Te Whatanui, but they refused to accept it. Major Kemp gave them another selection, and it was agreed that he should keep this as his own allotment.

Q. Did not the Whatanui family elect to take another block in place of the one set apart?

A. They did. They indicated where they would have it, and it was allotted to them accordingly. They have been fighting amongst themselves about its division ever since.

Q. When the Whatanui family accepted another block in place of Block 14, why was not Block 14 returned to the people?

A. Because the people agreed that this should be Major Kemp's allotment. Judge Wilson stated that in the Supreme Court at Wanganui during the recent action.

Q. If you knew it was a tribal gift to the Whatanui family, why did you not, acting for the tribe, endeavour to get a trust declared in their favour?

A. This was not the tribal gift. They elected to take another 1,200 acres, in respect of which I had no concern whatever.

Mr. Speaker.—A copy of the lease has been put in my hands. Is this true: One peppercorn for six years, and £64 a year for the rest of the term, payable half-yearly, in advance—£32 on the 20th day of May and £32 on the 20th day of November of each year throughout the last twenty-one years of the said term?

A. That is quite right. That relates to the portion of the block eastward of the railway-line. At the time the lease was granted to me Mr. Bartholomew's timber lease had six years to run. I therefore took the lease for twenty-seven years, agreeing to pay only a peppercorn for the six years during which Mr. Bartholomew's timber lease had to run, and to pay the rack-rent as soon as I came into possession—that is to say, for a term of twenty-one years. I also agreed to pay the accumulated back rates, and I did so before I registered the lease.

EXHIBIT No. 1.

Correspondence between Sir Walter Buller, K.C.M.G., and the Hon. the Premier.

Wellington,

26th October, 1895.

SIR,—This morning's *New Zealand Times* contains a report of proceedings in the House last night in connection with the Horowhenua Block Bill, in which the following statement occurs:—

"The Horowhenua Block.

"During the consideration of the Horowhenua Block Bill last evening the proceedings became rather heated. Mr. Bell waxed wroth at what he considered an attempt by the Government to override the decision of the Supreme Court by Act of Parliament. It was a scandal and a shame, he said, in the course of his remarks, that this should be done, and by a Bill that it was attempted to smuggle through in the dying hours of the session. The Minister in charge of the Bill (the Hon. J. McKenzie), with equal warmth, retorted that it was a scandal and a shame, but not upon the Government. Since he had been a Minister he had come across some disgraceful dealings, but none to equal those in connection with this block. Sir Walter Buller was a man knighted by Her Majesty, presumably for good conduct, and who ought to be in gaol for his dealings with the Natives. He had assisted Major Kemp to rob the Natives by getting them to sell parcels of land and with the money fighting each other through the legal profession, Inquiry was needed into the dealings in connection with the block, and it would be found that all he had said was borne out by the facts."

I am informed by members who were present that this report is a correct one of what took place. I desire, therefore, to ask you, as the head of the Government, whether Mr. McKenzie's remarks have the authority or approval of yourself or your colleagues?

In order to put on record at the earliest possible moment my refutation of these slanderous statements, I beg to state,—

- *That I have not been a party, either directly or indirectly, to any of the sales by the Natives of their parcels of land in the Horowhenua Block.*
- *That the only sale in which I have been personally concerned was a sale by Major Kemp to myself of two detached pieces of land, containing 8 acres and 4 acres respectively, being part of Horowhenua 14, adjoining my own property, and for which I paid the full price of £10 an acre.*
- *That, to enable Major Kemp to test the Horowhenua question in the Supreme Court, I advanced to him, in October, 1894, from my own pocket, a sum of £500, and took by way of security a mortgage of his own parcel in the Horowhenua Block. The whole of this money was applied to the payment of the costs of the suit.*
- *That the decision of the Supreme Court, confirmed afterwards by the Court of Appeal, established in every particular my contention as to the title, and had the effect of restoring to the Muaupoko Tribe the lands of which they had been unjustly deprived.*

I shall be glad to have a reply from you to this letter as early as possible; and in the meantime I am forwarding, for your information, copy of a letter I have addressed to the Minister of Lands.

—I have, &c.,

WALTER L. BULLER.

The Hon. the Premier,

Wellington.

Enclosure.

Wellington,

26th October, 1895.

SIR,—With reference to your slanderous statements concerning myself, on the third reading of the Horowhenua Block Bill, I hereby invite you to repeat them in some way not covered by your parliamentary privilege, in order that I may have an opportunity of justifying myself and falsifying your statements.—I have, &c.,

WALTER L. BULLER.
The Hon. John McKenzie,
Minister of Lands,

Wellington.

Premier's Office, Wellington,

26th October, 1895.

DEAR SIR,—I am in receipt of your letter of this day's date, containing a report of the proceedings in the House last evening in connection with the Horowhenua Block Bill. I was not in the House at the time when either Mr. Bell or my colleague spoke. Subsequently further heated debate took place, and, being then present, I took the opportunity of stating that I deprecated personalities and the use of strong language when dealing with public questions.

If the report furnished is correct, Mr. Bell was evidently the aggressor, and he used terms which were out of place and unwarranted, for there is nothing in the Bill of either a scandalous or shameful character.

I can only reiterate to you that which I stated in the House—namely, that I at all times deprecate personalities, and consider that sound arguments and temperate language carry most weight in promoting the subject-matter in debate.

It was, therefore, quite unnecessary for you to ask me whether the remarks made had the authority or approval of myself and colleagues, for your personal knowledge of my colleague, Mr. McKenzie, must lead you to the conclusion that he is the last man in the universe who would ask his colleagues for authority as to what he was to say, or for approval or otherwise of what he had said.

In conclusion, whilst deeply regretting what has taken place, I must at the same time, for reasons which you will, on reflection, appreciate, very respectfully decline to be drawn into the quarrel. Mr. Bell's somewhat intemperate language may cause you with great force to exclaim, "Save me from my friends," for it was owing to the provocation given, I feel sure, that my colleague, in his place in the House, used the language which you have brought under my notice.—I am, &c.,

R. J. SEDDON.
Sir Walter L. Butler, K.C.M.G.,

Wellington.

Wellington, Sunday morning,

27th October, 1895.

DEAR SIR,—I have to thank you for your letter of yesterday, expressing regret for what took place in the House during the debate on the Horowhenua Block Bill. Allow me, however, to point out that this is not a mere question of "personalities," but of a brutal and cowardly attack of the worst possible description. To borrow his own language, your colleague struck at me from behind a hedge. Taking advantage of his position as a Minister, and under shelter of his parliamentary privilege, he did not hesitate to impugn my honour, to impute unworthy motives, and to assail my private character in the most reckless manner, and in language coarse and scurrilous.

I declare that there is not a particle of foundation for the serious accusations which Mr. McKenzie has

made in relation to my dealings with the Horowhenua Block. Your colleague says he can prove his words; then, let him do it—not before a "Royal Commission" of his own creation, but in the Supreme Court of the land, and before a jury of our countrymen. That is where I claim my right to meet my traducer, face to face, notwithstanding his insulting suggestion, "What was wanted was a Royal Commission, which Sir Walter Buller could not get round, and which his money could not purchase."

Mr. McKenzie may not wish to try conclusions with me in open Court, but I shall perhaps find means of compelling him to do so. In the meantime I have written to the Hon. the Speaker craving permission to be heard in my own defence at the bar of the House.

—*I am, &c.,*
W. L. BULLER
The Hon. the Premier, &c.,

Wellington.

Premier's Office, Wellington, Sunday evening,

27th October, 1895.

SIR,—I have the honour to acknowledge the receipt of your letter of this morning. In my letter to you of yesterday I informed you that I absolutely refused to be drawn into the quarrel and I also object very much to be used as the vehicle through which my colleague is to be attacked.

The relationship between you and myself has been of a friendly character, and, this being the case, I am surprised that you should endeavour to place me in a false position. I therefore decline to be drawn into a controversy with you in connection with this matter.

—*Yours faithfully,*
R. J. SEDDON
Sir Walter L. Buller, K.C.M.G.,

Wellington.

EXHIBIT No. 2.

Deed of Release and Discharge, dated 19th Day of October, 1892.

(The Muaupoko people to Major Kemp, Te Rangihwinui.)

To all to whom these presents shall come: the undersigned parties hereto, being members of the Muaupoko Tribe, residing at or near to Horowhenua, in the Provincial District of Wellington, send greeting:

Whereas on the tenth day of April, one thousand eight hundred and seventy-three, a certificate of title under the seventeenth section of "The Native Lands Act, 1867," was issued by the Native Land Court for the Horowhenua Block, containing fifty-two thousand acres of land, and situate on the west coast of the Wellington Provincial District aforesaid, in the name of Keepa Te Rangihwinui, the names of other persons to the number of one hundred and forty or thereabouts being registered on the books of the Native Land Court as owners according to Native custom and indorsed accordingly on the said certificate of title, pursuant to the said seventeenth section of the Act of 1867: And whereas the said Keepa Te Rangihwinui, as such certificated owner was in law and in fact a trustee for the registered owners, and liable to account to them for all rents and profits received by him for or on account of the said Horowhenua Block, or any part thereof: And whereas, as a matter of fact, the said Keepa To Rangihwinui did demise and lease, by deed, to one Hector Macdonald a portion of the said land for a period of fifteen years, at the rack-rent therein named, receiving as such trustee the annual rents reserved by the said deed of lease, accounting for the same and paying the money over to the registered owners from time to time, but taking no receipts or discharges in writing, such precautions being unusual and deemed unnecessary between chiefs and the tribes they represent: And whereas with the consent of the said registered owners certain deductions from the said rents were agreed to and made from time time on account of professional and other costs incurred by the said Keepa Te Rangihwinui: And whereas the said Keepa Te Rangihwinui, in his capacity of a paramount Native thief, having in view the securing of certain benefits and rights to the Maori people under his immediate influence and control, and acting throughout under

legal advice, incurred a heavy liability to Messrs. Sievwright and Stout for solicitors' costs and for moneys paid away to licensed interpreters and otherwise: And whereas the said Keepa Te Rangihwinui, acting to behalf of the said registered owners, negotiated a sale to the Government of a portion or portions of the said Horowhenua Block, and then or afterwards duly received from the officers of the Crown the purchase-money agreed to be paid in respect thereof: And whereas a subdivision of the said Horowhenua Block was made by the Native Land Court is the year one thousand eight hundred and eighty-six: And whereas on the occasion of such subdivision a portion of the said block containing eight hundred acres was, by the general consent of the owners, vested in the said Keepa Te Rangihwinui for the purpose of enabling him to settle the before-mentioned claim of Messrs. Sievwright and Stout: And whereas another portion of the said block was vested in the said Keepa Te Rangihwinui for sale to the Government for the purpose of giving final effect to the negotiations for sale hereinafter referred to: And whereas all the said dispositions, applications, and appropriations were made with the full knowledge and consent of the said registered owners: And whereas the moneys which came to the hands of the said Keepa Te Rangihwinui, by virtue or in respect of his representative position, and in pursuance of the hereinbefore mentioned arrangements, have been expended and applied in the manner at first intended or subsequently approved by the said registered owners: And whereas the said parties hereto are perfectly satisfied with the disposition, application, division, and distribution by the said Keepa Te Rangihwinui of all such trust moneys and other moneys as aforesaid, and also with the management and disposition of the said trust estates and every part thereof: And whereas the said parties hereto acknowledge and admit that such division and distribution is in full satisfaction of their respective shares and interests therein as originally secured by the said voluntary agreement of the tenth day of April, one thousand eight hundred and seventy-three, or as modified by the subsequent agreement or agreements entered into by the parties on the division and apportionment of the said lands in 1886: And whereas it has been agreed to give unto the said Keepa Te Rangihwinui a release and discharge for the same: Now, these presents witness that, in pursuance of the said agreement, and in consideration of the various payments and dispositions made as aforesaid and of other the premises, the said parties hereto do and each of them doth hereby absolutely release and for ever discharge the said Keepa Te Rangihwinui, his heirs, executors, and administrators, from the rents and profits, Government payments, and other moneys hereinbefore referred to, and all other the trust estate and premises and the interest or income thereof and every part thereof respectively, and from all actions, proceedings, claims, and demands in relation thereto or otherwise under the said hereinbefore-mentioned trusts or any of them, or for or in respect of anything relating to the premises: And these presents also witness that in pursuance of the said agreement, and in consideration of the promises, the said parties hereto do hereby jointly, and each of them doth hereby severally, covenant with the said Keepa Te Rangihwinui, his executors and administrators, that they the covenanting parties, and each and every of them, their and every of their heirs executors and administrators, will at all times hereafter keep indemnified the said Keepa Te Rangihwinui, his heirs, executors, and administrators, from all actions, proceedings, claims, and demands on the part of any person or persons rightfully claiming through or by or on account of the said parties hereto or any of them: Provided always, and it is hereby agreed and declared, that, save as to back rents and profits and payments, the release herein contained shall not extend to or affect in any way any share or shares of or belonging in law or in equity to the said parties hereto or any of them in the block of land known as "Horowhenua Subdivision Eleven," containing fourteen thousand nine hundred and seventy-five (14,975) acres, being a part of the said before-mentioned block of fifty-two thousand (52,000) acres, and vested, or intended so to be, by general consent of the said registered owners in the said Keepa Te Rangihwinui and Warena Hunia in trust for the Muaupoko Tribe.

In witness whereof the undersigned members of the said tribe have hereunto set their names this nineteenth day of October, one thousand eight hundred and ninety-two.

IHAIA TAUEKI

(his x mark).

And sixty others.

NOTE.—Statement in Maori indorsed and certified to by Mr. Hector Macdonald, licensed interpreter; and all the signatures attested in due form by a Magistrate.

EXHIBIT No. 3.

*Correspondence between Sir Walter Buller K.C.M.G., and Sir Robert Stout, K.C.M.G.
(Dr. Buller to the Premier.)*

1st November, 1886.

SIR,—I have the honour to forward herewith my statement in regard to the Owhaoko matter, which was referred to a Select Committee of the House of Representatives last session, and formed the subject of a report in which my name is mentioned.

I have to request that you will lay this statement on the table of the House at the commencement of next session, and that you will, as a common act of justice to myself, give it the same publicity as was accorded to the paper which contained the unmerited reflections.

—I have, &c.,
W. L. BULLER.
The Hon. the Premier,

Wellington, New Zealand.

Enclosure.

(*Dr. Buller's Statement re Owhaoko.*)

I have seen Sir Robert Stout's memorandum of the 18th May last, also the report of the Select Committee, and the evidence upon which it is based. Whilst entirely exonerating Judge Fenton, the report adds: "Several serious charges have been made against Dr. Buller in the course of the inquiry, as to which, that gentleman being absent and unrepresented, the Committee offer no opinion." After careful perusal of all the papers I find that these "charges" resolve themselves into three. I shall take them in the order in which they arise.

1. The first and most offensive of these is a direct accusation of falsehood brought by Mr. Fenton himself. I quote from the printed evidence (page 3):—

"Mr. Bell: Go on to Dr. Buller's telegram of the 26th July, which is as follows: 'Wellington, 24th July, 1880.—Re Owhaoko. Please inform me by telegram of the names of the applicants for rehearing. The case has been adjourned sine die, and Mr. Fenton has advised Studholme to make terms with a view to withdrawal.—W. L. BULLER.—A. J. Dickey, Esq., Native Land Court Auckland.' I call your attention to the last words—that is, 'Mr. Fenton' to the end. I ask you what you say to that?"

"Mr. Fenton: I say this: that this is almost the only point—I will not say altogether, but it is the feature in this paper which I have a distinct recollection of. I remember it for this reason: that I saw this telegram months afterwards, in Auckland, when looking over the files for some other purpose, and I was very much annoyed at this—not so much that I should have minded making a suggestion to Mr. Studholme or any one else if I could fix up a quarrel; but because in this case I had not done so, and I thought it was an impertinence on the part of Dr. Buller, and I think so still."

"Sir R. Stout (page 5): I do not wish to jump at conclusions, as Mr. Fenton may have excuses to offer to my satisfaction. For instance, he says to-day Dr. Buller's statement in the telegram to Mr. Dickey is untrue. I assumed in my memorandum that what Dr. Buller said was true; but Mr. Fenton says it is not true. I have no prejudice or bias in the matter, and if Mr. Fenton can explain other things in the same way I shall be the first to acknowledge it. He says Dr. Buller stated what was untrue, and I shall believe him, and shall assume that Dr. Buller has wired to the Clerk of the Native Land Court an untruth."

The accusation here is clear and distinct; and Mr. Bell, in his address to the Committee, as Mr. Fenton's counsel (page 74), thus [*unclear: apo*] getically refers to what had occurred: "[*unclear: T*] writer of the memorandum knew that Dr. Buller was absent from the colony; and the comment upon this telegram drove us into what has been a very unpleasant position—the contradiction of statements made by an absent man, who is not here to meet that contradiction."

The above evidence was given by Mr. Fenton on the 1st July. Seven days later—being still in attendance before the Committee—he [*unclear: wro*] (on the 8th July) a remarkable letter to Mr. Studholme (then in London), which is now in my possession. In this letter he says, "My object in writing to you is simply this: Don't you or Buller write or say anything to any body at present. I am doing the best I can for all of us, and you or B. might take a line which would destroy everything, and be extremely disastrous. You know Buller's impetuosity, and how he might be writing something which would put all the fat in the fire. Pray see him at once, and tell him to write nothing. I can see what is best much better than you or he can, away from the place. So pray take some trouble in insisting that nothing shall be said or written by either of you. Conflict would be

destruction. I think there is a disposition to protect the European interests. Stout, however, is mad on the subject of the Natives. You will understand, I hope, the importance of silence, at present, on the part of yourself and Buller."

Now, what does all this mean? I confess I cannot see that the silence so strictly enjoined was of "importance" to any one but Mr. Fenton himself. If the Committee had adopted Sir Robert Stout's suggestion to cable to me, "Is statement of 26th July true?" they would have received an immediate rejoinder in the affirmative, and there would then have been introduced into the evidence the "conflict" which Mr. Fenton so strongly deprecates. As it was, however, his evidence stood uncontradicted. He was exonerated, and the stigma of an alleged falsehood left upon me. Sir Robert Stout (page 8) says, "It was on the assumption that Dr. Buller's telegram was correct that I made that comment"; and Mr. Bell replies, "Yes, I suppose that is so—I accept that," being apparently only too ready to save his client at my expense.

Whilst vindicating me from the imputation of unprofessional conduct, as Mr. Fenton was of course bound to do, he formulates himself an odious charge never even suggested in Sir Robert Stout's memorandum; and this is what he calls "doing the best I can for all of us."

I would have been prepared at any time to give a circumstantial account of the whole matter, so far as I was concerned, and I am utterly at a loss to understand Mr. Fenton's dread of my "writing something that would put all the fat in the fire."

After receiving Mr. Fenton's printed evidence I appealed to Mr. Studholme for a verification of my telegram of the 26th July, 1880. I append my letter and his reply. It is perhaps only natural that, in the face of Mr. Fenton's emphatic denial, Mr. Studholme should, after a lapse of six years, hesitate about being "quite positive." But when Sir Robert Stout's memorandum arrived in London, some three months ago, I read it over with Mr. Studholme, and [*unclear: he*] not then take any exception to the accuracy of my statement in the telegram,

My own recollection of the matter is quite distinct; and had not such a communication been made to me by Mr. Studholme it would have been quite impossible for me to send the telegram in question. This I did in perfect good-faith, giving it as a reason why Mr. Dickey should supply the information asked for. Had I thought the statement untrue, this is about the last thing I should have done, knowing, as I did, that my telegram would sooner or later come under Mr. Fenton's eye. It seems to me the more likely that such advice was given by Mr. Fenton to Mr. Studholme, because he says himself there was no impropriety in his doing so. His counsel, Mr. Bell, states it thus (page 54: "Mr. Fenton positively denies that he did give the advice which he is stated to have given by Dr. Buller's telegram of the 26th July, 1880, though he says frankly that he sees nothing improper in the course which is attributed to him by Dr. Buller, and that he should not consider it improper to advise litigants in his Court to see if they could not make terms among themselves."

Coupled with the suggestion as to making terms, there was (as I was informed) the assurance of Mr. Fenton—without which I would never have put my client to the cost of a special trip to Taupo—that, if the "signatures" proved to be in the handwriting of one and the same person, he would recognise the same authority for withdrawal. Mr. Studholme does remember Mr. Fenton telling him this. There must, therefore, have been a conference or meeting between these gentlemen, although Mr. Fenton appears to have quite forgotten it, and now denies it altogether.

Mr. Fenton says (page 3) that he did not see my telegram for several months, and that when he did he was "very much annoyed." But he admits having left it on the official file without noting any contradiction or making any remark upon it. This is somewhat remarkable, because Mr. Fenton states that it was his invariable habit to minute every telegram and paper which came before him in his executive capacity. It is more remarkable still that, although I was in frequent communication with him for five years afterwards and on terms of friendship up to the time of my leaving the colony, he never mentioned the subject to me, or hinted in the remotest way that he believed me guilty of this deception.

Even Sir Robert Stout, in his second memorandum, commenting on the evidence (page 820, says, "Mr. Fenton saw that telegram on a file of the Native Land Court, and, though he considered the telegram impertinent, he took no means to do as Mr. Stewart suggested, to minute it as untrue, nor to complain to Dr. Bailer of his conduct in sending a telegram to the Clerk of the Native Land Court that was incorrect."

It may be objected that I ought not in this statement to have made use of Mr. Fenton's letter of the 8th July. It was sent to me by Mr. Studholme without any restriction, and it is not marked "Private"; but, even if it had been, I think I should have felt justified in using it in order to repel an accusation of falsehood.

2. The next charge is one made by a Native witness, Hiraka Te Rango, who, however, frankly admits that it is mere hearsay. He states that I induced the applicants to withdraw by paying a sum of £50 to Topia Turoa, and sums of £5 each to others. He honestly adds that I denied to him at the time having paid any money. In reference to this, I think it is only necessary to say that I did not pay, or promise to pay, a single shilling to any of the Natives who signed the withdrawal.

3. The third charge is one rather of implication than direct accusation in Sir Robert Stout's memorandum of the 18th May, 1886. He says (at page 14), "The impropriety of a solicitor or counsel accepting a retainer from both sides I need not point out." And again (at page 20), "I may further remark that, if the Native Land Court assumed that Dr. Buller was acting for Topia Turoa and Hohepa Tamamutu, then they knew a barrister or solicitor was appearing for what was practically both plaintiff and defendant. I do not know whether this practice, condemned in all Courts in all civilised countries, has been usual in the Native Land Court. Further, it is plain that Dr. Buller was the Messrs. Studholme's solicitor as well."

The effect, as against myself, of these wholly unmerited remarks is thus epitomized in one of the local papers: "Thrice happy Dr. Buller, to be trebly retained and three times paid."

Although this memorandum impugned by implication my professional honour, Sir Robert Stout had not the courtesy to send me a copy. The Hon. Mr. Mantell kindly did so, with the characteristic note, "Fair-play requires that you should see this *quamprimum*."

Now, stated shortly, the facts were these:—

- As Sir Robert Stout and every one else concerned appeared to have assumed, I had been for several years acting as Renata Kawepo's solicitor. The negotiation of the Owhaoko lease, however, and the completion of Mr. Studholme's title, were long prior to my being retained by Renata, and were matters in which I was in no way concerned.
- At the time of the events forming the subject of Sir Robert Stout's comments, I was also Topia Turoa's solicitor, having some time previously received from him at Murimotu, a handsome retainer in money, together with the tribal club "Tumore," which is still in my possession.
- So far as I am aware, Renata and Topia had not been, up to that time, in any way opposed to each other.
- When the notice of rehearing appeared, Mr. John Studholme came to my office and instructed me to protect his interests as Renata's lessee; and I agreed to do my best to assist him, without making any stipulation as to costs or who should pay them.
- After obtaining exact information as to what Natives were associated with Topia in the application, I proceeded to Napier to confer with Renata. It appeared to me that Topia was being made the "catspaw" of the Patea people, for I could not see what possible interest he or his tribe could set up in Owhaoko. Adopting my view of the case, Renata wrote a letter to Topia Turoa, in which he appealed to their long friendship and to their common interests, and urged him not to play into the hands of the enemy, but to withdraw the application for rehearing.
- Armed with this letter I went to Taupo. Immediately on its perusal Topia agreed to withdraw. He said he had been led unwittingly into making the application, but that he was now determined to make common cause with Renata Kawepo. Hohepa was then sent for, and, on this being explained to him by Topia, he entirely concurred, and joined him in signing the withdrawal. He said that the other names had been put to the paper by himself, and he would now sign them again; and this was accordingly done. Mr. R. T. Warren, who has some knowledge of Maori, was present throughout the whole of the interview.
- My costs in this matter were paid by Mr. Studholme, with the knowledge and consent of Renata and Topia, who paid me nothing.

Now as to what afterwards took place in Court.

Both Sir Robert Stout and Mr. Bell appear to have agreed that on this point Mr. Fenton was in a fog, Mr. Bell remarking, "I confess it seems to me a perfect muddle, and I did not understand Mr. Fenton's evidence on this point." Both Mr. Fenton's recollection and his notes are at fault as to the retainer having been handed in by me on the second day. The newspaper report is right. The retainer by Topia and Hohepa was produced on the first day of sitting, which took place in the old Council Chamber. The next day's sitting was held in the Supreme Courthouse, and it would appear that Mr. Fenton did not make a note of the retainer till then.

Mr. Bell seems to have had a clearer comprehension of what took place than either Sir R. Stout or Mr. Fenton. He says, in his address, "What did happen was this—and any one can see that this is the fact: Dr. Buller appeared for Topia and Hohepa, and put in an application for withdrawal; then, the next day, he appeared for Renata, and asked the Court to affirm the original order." That is exactly what did occur. But, even on Sir Robert Stout's assumption that I was appearing at one and the same time for Renata and Topia, Mr. Fenton, on being asked whether he would have allowed it, said (page 49), "I should in this case, because I do not think they were diverse claimants after Hohepa had withdrawn his claim. I did not think they were on opposite sides."

W. L. BULLER.

52, Stanhope Gardens, London,

1st November, 1886.

(Appendix.)

London,

16th October, 1886

MY DEAR STUDHOLME,—*Re Owhaoko*: As I am anxious to be strictly accurate in my statement of facts, I mention here those to which you can speak, and shall be glad to have this note returned with a line from you upon it, verifying its contents so far as you are concerned.

In the month of July, 1880, you informed me that you had seen Mr. Fenton *re* the advertised rehearing of Owhaoko, *and that he had advised you to come to terms with the applicants, with a view to withdrawal*; further, that he had suggested the possibility of all the signatures to the application having been written by one person (as is customary with the Maoris), in which case he would recognise the same authority for withdrawing the application. You then instructed me to do what was necessary to protect your interests as lessee. In consequence of what you had told I sent to Mr. Dickey the telegram of the 26th July, mentioned in Sir Robert Stout's memorandum. I also went to the Native Office and obtained a facsimile of the application, from which it was perfectly clear that all the signatures (except perhaps Topia's) were in the handwriting of Hohepa Tamamutu, of which fact I informed you at the time. In the following October I went to Taupo, accompanied by your agent, Mr. R. T. Warren, and on my return to Napier brought with me a document signed by Topia and Hohepa, withdrawing the application for rehearing, without your having to make any payment to the Natives, or to enter into any compromise in relation to the case. Some time afterwards you paid my professional fee for this business, without making it a charge against your Native landlords, or endeavouring to recover it from Renata and Topia.

—I have, &c.,

W. L. BULLER.

My memory is not quite clear as to Mr. Fenton having recommended me to come to terms with the Natives for the withdrawal. I have underlined the part I am not quite positive about. I can vouch for the complete accuracy of all the rest of your statements in this letter.

JOHN STUDHOLME.

23rd October, 1896.

The Premier to Sir W. L. Buller, K.C.M.G. Wellington,

30th December, 1886.

SIR,—I have been directed by the Hon. the Premier to acknowledge the receipt of your letter of the 1st November, forwarding your statement in regard to the Owhaoko matter, which was referred to a Select Committee of the House of Representatives last session.

I am desired by the Premier to say that he will have much pleasure in presenting the statement to the House at the next session, as requested, and, so far as he can do, will obtain for it as wide a publicity as was given to his memorandum on the subject.—I have, &c.,

ALEX WILLIS

Sir W. L. Buller, K.C.M.G., 52, Stanhope

Gardens, Queen's Gate, London, S.W.

Comments and Opinions of the Press.

The Breach of Privilege.

[CONDENSED NEWSPAPER NARRATIVE OF PROCEEDINGS.]

(From the *New Zealand Times* and the *Wairarapa Observer*.)

The excitement in the House and City over the question of Privilege culminated at 7.30 p.m., when the House resumed, and the galleries were densely packed to hear Sir Walter Buller on his defence. It resembled a popular Budget night, all the galleries being crowded to their furthest corners, the total number present, including the occupants of the Ladies' Gallery, which was closely packed, being upwards of 800.

It is a tremendous scene. The House itself is full, every member in his place. Every eye is on the Bar of the House. There it is—a yellow line shining bright across the gangway—and behind it is a man, with a bundle of papers beside him. It is Sir Walter Buller repelling the charges made against him; on him it is that every eye is turned; on his words every ear waits. Deep silence reigns throughout the Chamber; silence in company with the voice of him who is defending himself. He first expresses regret for having unwittingly committed a breach of privilege, and pleads the provocation he has received. He makes it clear that he denies *in toto* the allegations and accusations made against him; and his voice shudders as he repeats the opprobrious terms applied to him by the Minister of Lands. This exordium having cleared the ground, Sir Walter recounts the story of the Horowhenua Block, from the time of his becoming connected with it, and he goes quickly through till he reaches the final judgment of the Court of Appeal. "That judgment, Sir, placed the native owners back on their ancestral property. That was my only object; I was the cause of its successful attainment." he goes thence into the other charges. He takes his Whole history in his hand. Enormous business has gone through his hands. "I defy any man to lay a finger on a single transaction unbecoming a professional man or a gentleman."

Sir Walter's speech lasted just an hour, and was listened to with rapt attention; and, leaning composedly against the bar, he then asked to be subjected to an examination on any points not made clear. A scorching cross. examination ensued, chiefly by questions from the Minister of Lands through the medium of the Speaker, a few from Mr. Carroll, and one or two from other members. It was here Sir Walter came through the ordeal triumphantly.

The first question Sir Walter answers with accurate knowledge and full detail. The second question he answers as fully, and in argumentative fashion. The third, fourth, and fifth he answers promptly—names, dates, acreages, all arranged in his mind—speaking easily and with great self-possession and politeness. In his answer to the question as to Major Kemp's position, his voice rises to fighting ring. Getting from Horowhenua to the other Blocks, the Speaker pronounces the names, and Sir Walter corrects him firmly. Question and answer come quickly, and so on to the end.

Every question was answered promptly and clearly, facts, figures, and dates being given without hesitation. The Minister had apparently kept his strongest trump card for the last trick. He placed a copy of the lease of 510 acres in the Speaker's hands, and Sir Walter was asked—"Do you not hold this land at a peppercorn rent for six years, and after that at £64 per annum?" Then came the answer—full, clear, and conclusive; and this answer demolished the whole fabric of Mr. McKenzie's allegations. When Sir Walter had finished and retired, it was felt by all that he had completely cleared himself. His accuser had sat throughout with his chin on his chest, looking as if he wished the earth to open and swallow him up, and it was generally expected that he would apologise. The Premier rose, and putting on a melodramatic air, commenced thus:—"After such a punishment, which will deter anyone from committing such an offence again"—and was greeted with a chorus of "Ohs." He then preached a homily on the rights of members to liberty of speech, and concluded by moving "That Sir Walter Buller, having made his explanation and expressed his regret, this House will not move further in the matter." Sir Robert Stout at once rose and said he thought the Minister of Lands ought to express regret for what he had said, and so preserve the dignity of the House. Mr. McKenzie said: "I do not intend to express regret. I repeat that he got a lease at a peppercorn rent, and I refuse to withdraw anything I said." He maintained (amid cries of dissent) that every word he had uttered had been proved by Sir Walter Buller's defence, and that he had nothing therefore to apologise for. He said the matter of that mortgage alone was full proof of the charges (cries of "Oh!"). This boorish and obstinate refusal to make any atonement produced a very unfavourable impression on the House and galleries.

Mr. Bell said that he had intended to ask the House to add to the motion that Sir Walter Buller had entirely

cleared his character, but after the remarks of the Minister of Lands, who would block the vote, he did not dare to ask the House to pass the right resolution. He regretted that the House was suffering from a greater wrong within itself, which was nothing less than a disgrace to it.

Mr. G. W. Russell, who characterised the defence as noble, said that the Minister's charges against Sir Walter Buller had simply melted away before that gentleman's explanation: that, he believed, would be the opinion of nearly every member of the House on calm reflection. He felt that the Minister ought to take back his words.

Mr. Hoani Heke said he had been more than satisfied with the explanation. He considered that Sir Walter Buller had entirely cleared his character, and the House should say so.

Mr. Pirani said he had begun to listen to Sir Walter with adverse bias and had been converted fully by his complete defence on every point.

Mr. G. J. Smith and Mr. Earnshaw (who had spoken on the Minister's side in the fore-noon) declared that Sir Walter had, by his defence at the bar, cleared himself completely.

The Premier reminded the House that he had not asked them to go any further. He made a great point of not desiring to punish Sir Walter, as he had expressed regret to the House for having committed an unintentional breach of privilege. Mr. Seddon repeated this, as though he were showing great consideration for Sir Walter Buller, and seemed rather taken aback when one of his most consistent supporters (Mr. Maslin) shouted out that the "punishment" should go the other way. The Premier, continuing, said that there was one statement made by Sir Walter Buller, at the bar of the House, to which he might have taken exception, namely, that, under similar circumstances, he would do the same thing again; but as that remark was probably uttered in the excitement of the moment, he would not ask the House to take any further notice of it. Sir Walter Buller having expressed regret at having committed such a grave breach of privilege (exclamations of derision), he did not think it was his duty to proceed any further. He therefore moved to that effect, and the motion was agreed to on the voices.

Sir Walter Buller having again been brought to the bar of the House, the motion was communicated to him by the Speaker, who concluded thus:—"You are therefore discharged from further attendance on this House." Sir Walter then bowed and retired.

This brought to a close the most dramatic and sensational incident of the session. The debate altogether occupied from eleven o'clock in the morning till half-past nine at night, to the exclusion of all other business; and Ministers fell in the estimation of the Wellington people more over this affair than in all the manifold sins of the past.

Evening Post.

Wednesday, October 30, 1895.

The Triumph of Truth.

ALTHOUGH, as we pointed out yesterday, the vindication of Sir WALTER BULLER is as perfect as the discomfiture of his traducer is complete, the late privilege case raises many important issues which cannot be lightly or hastily dealt with. There are points which deserve the greatest consideration, as affecting the liberty of the people and the honour and dignity of Parliament. The first question which arises is whether there was any breach of privilege committed. With all due deference to the ruling of Sir MAURICE O'RORER we venture to say that Sir WALTER BULLER'S letter to the Hon. JOHN M'KENZIE in no way infringed the privileges of the House of Representatives. There was no semblance of threat contained in it. All that Sir WALTER BULLER did was to say to Mr. M'KENZIE:—"You have accused me of crime rendering me unworthy of the honour my Sovereign has conferred upon me, and which you say should have subjected me to penal consequences. That accusation cannot be tested or the charge tried where you have made it. Neither can I rest under such an imputation. I ask you to make your charge where you can bring what evidence you have in support of it, and where I can meet and endeavour to refute it—before the ordinary tribunals of justice which you say should have already death with me." To construe a letter such as the one under notice as being a breach of Parliamentary privilege is absurd. There is absolutely no precedent for any such construction and Sir WALTER BULLER could not, as a man conscious of his innocence and jealous of his honour, have adopted any other course than the one he did. It was impossible that he could remain silent, or do otherwise than court enquiry. And here let us give a word of warning to the House on the subject of privilege generally. In almost every instance in which it attempts to stand upon its dignity and invoke privilege it simply renders itself ridiculous, and excites contempt. It almost always comes second best out of the contest. It has done so notably in this case. A lot of high-faultin' nonsense

was talked by Ministers about Parliament being the highest Court of the realm. So it is in a sense, but, thank God the House of Representatives is not Parliament. The House possesses privileges, but they are not inherent as are the privileges of the House of Commons. They are merely the creation of statute, and the House is as much bound by the limits of the statute as any private individual is. If the House ever unduly extends its privileges by arbitrary action it will probably find that it is not the highest Court of the realm, and that it is amenable to the ordinary tribunals of law, even in the interpretation of its own privileges if these illegally conflict with the rights of Her Majesty's subjects. Let us now return to the incidents of the case particularly under notice. It is evident from the correspondence which we published yesterday that the Premier was heartily ashamed of the vile conduct of his colleague, the Minister of Lands, in making the false and scandalous charges he did against Sir WALTER BULLER. Mr. SEDDON'S letters go as far in the way of apology as could perhaps be expected. The incident had evidently caused him regret and anxiety. It is evident that he did not read unmoved Sir WALTER BULLER'S manly and straightforward letters. But the Premier's professed objection to personalities is not, unfortunately, consistent with his practice. No man in public in this colony is more utterly reckless in the statements he makes, the accusations he hurls at political opponents, or the discreditable motives he is ever ready to attribute to them. His attempt to excuse Mr. M'KENZIE on the ground of provocation given by Mr. BELL, is puerile and utterly illogical. Mr. BELL said nothing whatever to justify any such reprisal even on himself, much less an attack on a third party who was not in a position to defend himself. If Mr. M'KENZIE had attacked Mr. BELL he would have been met on equal ground, and would probably have been worsted in the conflict. But Mr. M'KENZIE did not dare to tackle Mr. BELL. He preferred to attack Sir WALTER BULLER, whose mouth was shut. It was the action of a coward, finding its parallel only in the case of a big bully at school who surreptitiously punches the head of a little boy whose big Brother, the real offender, he is afraid to stand up to on equal terms. Mr. M'KENZIE'S own attempt in the House to support his charges and justify his having made them, signally failed. He was unable to adduce a single tittle of evidence in either direction, and when he sat down he was self-convicted of utterly reckless, unwarranted, and most brutal slander. Although the House was at first evidently inclined to support the Minister, and distinctly hostile in its majority towards Sir WALTER BULLER, its faith must have been shaken greatly by Mr. M'KENZIE'S absolute failure to adduce other than the vaguest hearsay evidence in support of his case. When Sir WALTER BULLER appeared at the Bar, and, although speaking under the disadvantage of short time for preparation, eloquently defended himself from the Minister's foul aspersions, boldly met every imputation, and conclusively proved the falsity of each count in the indictment against him, the revulsion of feeling in the House was apparent to the most casual observer. Sir WALTER BULLER carried home to the hearts of his hearers conviction of the great wrong which had been done him. It scarcely needed the cross-examination which followed to completely exonerate him and to convict his accuser of slander and false witness. When Sir WALTER BULLER retired there was a *locus penitentiae* open to the Minister of Lands. Had he possessed one spark of the high and chivalrous sense of honour so erroneously attributed to him by the Premier, he would have frankly admitted the error he had made, and have offered such reparation as was in his power by full and ample apology to the man he had so wantonly assailed and so grievously injured—such apology as any gentleman, in conservation of his own honour, would make to anyone he had inadvertently wronged or misrepresented. What Mr. M'KENZIE did is on record. Sullenly, with a boorishness and apparent vindictiveness which can scarcely be characterised as other than malevolent, he practically repeated his charges. No wonder the House cried shame, and that deep disgust stamped itself upon the features of members—an expression which became intensified when the Premier attempted to cover his colleague's discomfiture by utterly frivolous references to the large fees received by Sir WALTER BULLER in native land cases. Possibly neither Mr. SEDDON nor Mr. M'KENZIE ever heard of the £100,000 fee paid by an Indian Prince to the late Sergeant BALLANTYNE. No one impugned his honour in receiving it, and what is ten guineas a day compared to such a reward? We have no doubt that Sir WALTER BULLER'S services to his clients were well worth the fees they paid. There have been no complaints from them. There are still one or two other points in Mr. M'KENZIE'S defence to which allusion must be made. His sneering references to the Supreme Court Bench and the ordinary legal tribunals of the colony were utterly contemptible. His talking of having "admonished" Mr. Justice CONOLLY was a piece of superlative impudence. What authority has a Minister to "admonish" a Judge? None. The Judges are responsible to Parliament alone. Mr. M'KENZIE'S preference for a Royal Commission, selected and appointed by himself, rather than a Judge and jury, to try his case, is easily comprehended. He could appoint blind partisans, whose pay would depend on him, and who would know they were liable to be "admonished" or called fools, if their judgment was not satisfactory to the Minister himself. If anything could be in worse taste than the allusions to the Judges, it was the slur he threw on the probity and honour of the special jurors of Wellington. Ministerial testimony of any kind is of little value, but still we are glad to have Mr. M'KENZIE'S admission that 90 per cent, of the most intelligent section of the Wellington public, who enjoy special opportunities of observation as to how the Government is administered, coincide with our views as to the discreditable conduct and injurious policy of the present Ministry. But however strongly

such views may be held, Mr. M'KENZIE wantonly insults the special jurors of Wellington when he assumes that they would be false to their oaths and their honour in regard to the administration of justice, or allow political feeling to influence or affect their judgment in the jury-box. Mr. M'KENZIE judges others by his own measure. He knows that no consideration of fact, no amount of evidence, no regard for truth, equity, or justice, would for one moment mitigate the rancour of his political animosities, lead him to an impartial judgment, or dispose him to a generous act or thought towards an opponent. He, no doubt, thinks Wellington jurors are built on the same principle, and would do as he would do. Fortunately he is mistaken, and we can but pity the warped and distorted mind and conscience which can seriously entertain such unjust and ungenerous ideas. Summing up the whole case, we can only say that Mr. M'KENZIE, like one of his colleagues in a recent case, stands convicted in public opinion of unfounded slander, baseless libel, reckless disregard for truth, and personal virulence and ferocity of a malignant type. He has brought the position he holds into discredit and contempt, and has abused the privileges of the House of which he is a member. If he were not pachydermatous he would, as the only atonement in his power towards the House he has shamed, the country he has disgusted, and the man he has attempted to injure, retire from public life, so that his conduct might in time be forgotten, if it cannot be forgiven.

Evening Post.

Thursday, November 14, 1895.

What the Country Thinks.

As we anticipated, there has been but one verdict throughout the country in regard to the BULLER-M'KENZIE episode. Nearly all the newspapers, from one end of the Colony to the other—North and South, town and country. Government organs and Opposition papers alike—have joined hands in condemning the conduct of the Minister of Lands and in applauding the prompt action taken by Sir WALTER BULLER in defence of his name and reputation. We have looked in vain for a single discordant note; and, of course, the opinions of the press in such a matter are but the reflex of the feeling of the country. One of the most incisive articles on the subject is that which appears in the *Lyttelton Times*. The lengthy telegraphic report of the incident itself—from the pen of its Wellington correspondent, who is known to be a strong Government partisan—is entirely in Sir Walter's favour. He says:—"Sir WALTER gave a magnificent exhibition of forensic ability. He proved himself a man of method, readiness and resource. Though no charges were formulated, though the notice to him was of the briefest—barely half the afternoon—he appeared armed at all points with documents facts, and Blue-book extracts. The cross examination found him ready at all points—cool, collected, well-informed, *debonnair* and invariably polite. No one has ever displayed the same firmness and ease at the Bar, which has searched many a man and found him wanting." Commenting on the whole affair this extreme Government journal say—"After a calm review of the circumstance we cannot avoid the conclusion that the Speaker and the House acted hastily in adjudging Sir WALTER BULLER guilty of bread of privilege, even in the narrowest technical sense. . . . So far from Sir WALTER threatening the Minister on account of what he had said in Parliament, he simply invited Mr. M'KENZIE to repeat the words 'outside,' so that he might have an opportunity of defending himself. There was no questions of the Minister's right to do as he had done and no menace to prevent him doing the same from his place in the house as often as he chose. . . . Sir WALTER BULLER has gained immensely by the action of the Minister in raising a question of privilege, and he may well be content to let the matter rest where it now stands. He has vindicated himself before the House and the public, and has shown his readiness to submit himself to the judgment of any independent tribunal." Discussing this question of privilege, the *Christchurch Press* says:—"It was never intended that Parliamentary privilege should be used by members as an assassin uses a hedge—to afford safe cover for himself while he shoots down a defenceless man, either to gratify his personal ends or private spite. . . . That Mr. M'KENZIE should convert the privilege of Parliament into a weapon against the man he has attacked, for daring to ask him to come out into the open, was almost sublime in its assurance. The public, however, have long ceased to expect even the rudiments of Parliamentary propriety from the Minister of Lands. A man whose *ultima ratio* is a pickle-bottle cannot be expected to set a high standard of good breeding in the House We cannot say, therefore, that we are altogether surprised at his conduct, deeply as we regret it." And, in the same strain, the *Otago Daily Times* says:—"The Minister spoke under cover of Parliamentary privilege, and privilege again protected him in dealing with Sir Walter's protest. We have no wish to belittle the privileges of the House but we do say that the Minister for Lands has treated Sir WALTER BULLER with almost incredible meanness. It was bad enough to

cover himself with a shield of privilege when making odious charges, and then to pounce down upon his antagonist for committing a technical breach of that same privilege (if breach, indeed, there was); but it was far worse, when the charges had been clearly disproved, to refuse to make any reparation, even of a verbal character, and sullenly to repeat the offensive charges. The *Dunedin Star* writes:—"The Horowhenua Block has been for some time a very sore subject with the Minister of lands, whose 'little game' in regard to the acquirement and disposal of the block was exposed in Parliament and frustrated in the Supreme Court. Rightly or wrongly, he attributes his decided worsting in the matter to Sir WALTER BULLER, who has been concerned professionally for Major KEMP. When the Bill designed for the purpose of validating the purchase by the Crown of a portion of the land included—a purchase ruled by the Court to have been completed with persons unauthorised to sell—was in Committee, Mr. H. D. BELL made some very strong remarks as to the measure, which, he said, interfered with private rights, and was an attempt to over-ride a decision of the Supreme Court. The Minister thereupon charged Mr. BELL with being the mouth-piece of Sir WALTER BULLER, and proceeded to attack Sir WALTER in a most violent manner, using language not only abusive but scurrilous. The powers of Mr. JOHN M'KENZIE in this respect are well known, and it is not the first time this session that he has thus forgotten the respect he owes to the colony as a Minister of the Crown. . . Sir WALTER certainly made a clear and explicit statement at the Bar of the House, giving absolute denial to the serious accusations of the Minister; whilst Mr. M'KENZIE subsequently declared that 'every word he had said was justified.' When, however, it comes to proving his charges in the only satisfactory manner possible he falls back on his Parliamentary privilege, and absolutely declines judicial investigation, practically reiterating what Sir WALTER has the right under the circumstances to stigmatise as slanders. . . . Whatever grounds Mr. M'KENZIE may have for his charges, he is manifestly afraid to 'face the music,' and so long as he continues firing behind the hedge of privilege, must be content to rest under very unpleasant imputations." The *Wanganui Chronicle* remarks:—"It is not to the credit of a Liberal Speaker, a Liberal premier, and a Liberal majority, that they should have been the people to apply the 'gag' to Her Majesty's subjects," and it expresses satisfaction that in this instance some of the ablest and best of the Government papers have spoken out with no uncertain sound. The *New Zealand Herald* discusses the matter in a very impartial spirit, and, after reviewing the case at considerable length, concludes—"The privilege of Parliament is granted for wise purposes, but it would be a shocking thing if Parliamentary privilege is to be used for the cowardly purpose of libelling the characters of men outside the House, who are to have no means whatever of vindicating themselves. . . It was, of course, carried by a large majority that Sir WALTER BULLER, in asking to have an opportunity of clearing his character, was guilty of the awful crime of breach of privilege, and at the evening sitting he was duly arraigned. His defence was explicit and frank, and evidently impressed the House. . . . The general opinion of friend and foe alike is that the Minister of Lands has come very badly out of his conflict with Sir WALTER BULLER. He utterly failed to substantiate his grave charges against Sir WALTER. At the half-past five adjournment the feeling of the House was certainly with the Minister, but after Sir WALTER had been heard, and had submitted himself to a most severe cross-examination by the Minister of Lands, and had fully and fairly answered numerous questions put by other members, there was distinct evidence that members as a whole had completely changed their opinions. The decisive change of the attitude of the House on this occasion is satisfactory, as showing that at least when a man's honour is at stake fair play and justice can in some measure triumph over party feeling and prejudices." Reviewing the special legislation, the same journal says:—"The effect of the judgment of the Supreme Court is to place in great jeopardy the money paid by the Government to WARENA HUNIA'S account. A clause has been added to the Bill empowering a Commission to examine into the whole transaction. We were of opinion before that such a clause was absurd, as the whole of the facts connected with the block have been brought out before the Native Lands Court, the Supreme Court, and a Committee of the House of Representatives. But the Commission is imperative now, after the statement made by Mr. J. MCKENZIE that Sir WALTER BULLER, a Knight Commander of the Most Noble Order of St. Michael and St. George, a zealous friend of Ministers, who has represented the colony on many great occasions, and who has been spoken of as a likely Agent-General, 'ought to be in gaol for his dealings with the natives.'" We might go on quoting from the newspapers without end, but it is not necessary. The country papers, large and small, are all in the same strain, one of the Government organs venturing to declare that "never in the history of the present Parliament has a Minister brought such ignominy upon his colleagues as has the Minister of Lands in the present instance," and concluding with these words:—"Parliamentary privilege may be necessary. It may be useful under certain circumstances. But when it is used to inflict an injury upon a private individual, without giving that individual the right to reply, it becomes a menace to Parliament and a disgrace to the Constitution." The *South Canterbury Times* concludes an article thus:—"Sir WALTER'S letter has been declared a breach of the privilege of a member of Parliament to say what he pleases of anyone not in Parliament, and technically that decision must be accepted. But this does not alter the fact that Mr. MCKENZIE'S remark was an abuse of his privilege. He said 'If he were not to have free liberty of speech he had better leave the House and go back to his constituents.' Quite

so. But if he demands unlimited license of speech, he had better leave the House and go back to his sheep." Another country paper, the *Rangitikei Advocate*, says:—"Sir WALTER was absolutely without legal redress, and he, therefore, not only published a denial of the libellous statements of the Minister, but invited him to repeat the statements outside the precincts of Parliament, so that he might have an opportunity of proof or disproof by an action at law. But, so far from accepting this very fair challenge, Mr. MCKENZIE has had it declared a breach of privilege, and refuses to come out from his Parliamentary shelter. The excuse for this cowardly shrinking from fair combat made by him and his colleagues—that there would be no chance of a member of the present Government obtaining justice from a Wellington jury, and probably not from a Judge of the Supreme Court—is a further gratuitous insult to Judges conspicuous for impartiality and to the public of Wellington. The plea is too thin. He is afraid of the chance offered him to substantiate his statements. The Supreme Court is, in fact, the only fair and competent tribunal available. The conclusions of a Royal Commission of members of Parliament would be laughed to scorn by the public."

Appendix.

(Reprinted from the New Zealand Times, November 1st.)

SIR WALTER BULLER AND THE "WAKA-MAORI" LIBEL CASE.

The following is the memorandum from Sir Walter Buller referred to by the Acting-Speaker on Wednesday night (October 30th), as having been received by him in relation to the letter of the Solicitor-General laid on the table by the Minister of Lands, and as making his (Sir Walter Buller's) position clear. It was returned by the Acting-Speaker to Sir Walter Buller, was presented and read to the House by Sir Robert Stout yesterday, and was ordered to lie upon the table.

Memorandum.

With reference to the memorandum of the Solicitor-General laid on the table of the House by the Minister of Lands on Tuesday, I desire to make the following explanation:—

What I intended to convey by my answer was this: The largest bill of costs I could remember having rendered was that against the Government, for whom I acted in the *Waka-Maori* libel case in the Supreme Court. I was speaking from memory of a transaction which happened nearly twenty years ago (October, 1877). After the conclusion of the case, the bill of costs was made up in my office, on the minimum scale as between solicitor and client, without the slightest idea of its being subjected to taxation. I was under the impression, when before the House on Monday evening, that it was actually rendered in that form to the Solicitor-General, and that I was allowed to have it back from his office for revision; but as Mr. Reid is positive it was not, no doubt he is right. I am perfectly clear, however, on this point, that I received information that the Government intended to have the bill taxed, and that thereupon I had it recast, charging in every instance the maximum costs I considered myself entitled by law to claim. This was only reasonable, seeing that a friendly bill of costs as between solicitor and client was now to be treated as a hostile bill. By this means an amount of something like a thousand pounds was added to the account. I believe Mr. Stafford had instructions to tax strictly. That he did so can admit of no doubt, for the taxation before the Registrar of the Supreme Court lasted two or three days, I myself conducting the case on behalf of my firm. The result of that taxation is correctly stated in Mr. Reid's memorandum. On another point I am equally clear: that on taxation I was allowed fifteen guineas per diem for a period of some weeks, during which I was engaged in collecting Maori evidence in Hawke's Bay, and in proving it before a Commissioner of the Supreme Court, this being five guineas per diem more than I have ever received in the Native Land Court.

I was hoping that I should be able to refer to the original papers for the purpose of refreshing my memory, but, as will be seen by the annexed letter, this is now impossible.

W. L. BULLER.

Wellington,

October 30th, 1895.

30th October, 1895.

Sir Walter Buller, K.C.M.G.

DEAR SIR,—With reference to your application to refer to the papers in the *Waka-Maori* libel case (Grindell and anor. ats. Russell), I am sorry to say that I have had a careful search made for the papers, but cannot find them.

At the amalgamation of the firms of Buller and Gully and Izard and Bell in 1886, the whole of the papers belonging to the original firm of Buller and Lewis, who were the solicitors in the above case, were transferred to the offices of the firm of Bell, Gully and Izard. In 1889 a fire occurred at the office of Messrs. Bell, Gully and Izard, and destroyed almost the whole of the contents of the room where the papers should have been, and I have no doubt but that the papers were destroyed by such fire.

In looking up the letter books of the firm of Buller and Lewis I find a letter to the Solicitor-General relating to the costs in the above matter, and I send you a copy of same as it may be of some use to you.

Yours truly,
J. ANDERSON.

[COPY.]

Wellington,

10th October, 1877.

The Solicitor-General, Wellington. [Grindell and Anor. ats. Russell.]

SIR,—We beg to enclose herewith copy of the allocatur made by the Registrar after taxation of our costs for £2283 2s 5d, which less sum paid on account of costs of £500, leaves a balance of £1783 2s 5d due to us.

We also enclose copy of the allocatur made by the Registrar after taxation of Mr. Gordon Allan's costs amounting to £81 16s 6d.

As suggested by Mr. Stafford, we shall, of course, be happy to sign (if required) any document binding us to pay over to counsel any sums mentioned in our bill of costs as payable to counsel.

We have the honour to be
Your obedient servants,
(Signed)
BULLER AND LEWIS.

Front Cover

Sir Walter Buller at the Bar of the House; History of the Horowhenua Block. Wellington, N.Z. Printed at Evening Post General Printing Office, Willis Street. MDCCCXCV.

Introduction.

EVERY man, whatever his station in life, owes it as a first duty—not only to his immediate friends, his family and himself, but to the community in which he lives and to society at large—that he should keep his fair name unsullied, and repel, by every means in his power and at any cost, all aspersions on his character. I feel that, in my own ease, I owe a further duty to the honourable profession to which I belong, to the Royal Society of which I am a Fellow, and to the Noble and Distinguished Order of Knighthood to which my Sovereign has graciously called me.

Under these circumstances no apology is needed for reprinting, for circulation in pamphlet form, the defence which I was permitted to make at the Bar of the House on Monday evening, October 28th, in order thereby to secure for it a wider publicity than it would otherwise command. A few explanatory words, however, may not be out of place, so as to make the position perfectly clear to those who may not have followed the history of the case.

During the all-night sitting of the House of Representatives, on October 25-26, when the Horowhenua Block Bill was in Committee of the whole House, Mr. H. D. Bell, one of the members for Wellington City, made a strong attack upon the principle of this measure, characterising it as an interference with private rights,

and an attempt on the part of the Government to reverse a judgment of the Supreme Court and of the Court of Appeal, and expressing his opinion that it was "a public shame and scandal that Parliament should be asked to pass such a measure smuggled in during the last hours of the session." The following report of what followed is from the *New Zealand Times*, of October 26th:—"The Minister in charge of the Bill (the Hon. J. McKenzie) with equal warmth retorted that it was a scandal and a shame, but not upon the Government. Since he had been a Minister he had come across some disgraceful dealings, but none to equal those in connection with this Block. Sir Walter Buller was a man knighted by Her Majesty, presumably for good conduct, and who ought to be in gaol for his dealings with the natives. He had assisted Major Kemp to rob the natives by getting them to sell parcels of land, and with the money fighting each other through the legal profession. Enquiry was needed into the dealings in connection with the Block, and it would be found that all he had said was borne out by the facts."

Immediately on seeing this report, which took me completely by surprise, I wrote to the Premier demanding to be informed whether Mr. McKenzie's remarks had the authority or approval of himself or his colleagues, and forwarding to him a copy of the following letter which I had that morning addressed to the Minister of Lands:—

"Wellington,

26th October, 1895.

"SIR,—With reference to your slanderous statements concerning myself, on the third reading of the Horowhenua Block Bill, I hereby invite you to repeat them in some way not covered by your Parliamentary privilege, in order that I may have an opportunity of justifying myself and falsifying your statements.

"I have, &c.,

"WALTER L. BULLER.

"The Hon. John McKenzie,

"Minister of Lands, Wellington."

The Premier replied expressing his regret for what had occurred, stating that he had always deprecated personalities, and that Mr. McKenzie was "the last man in the universe who would ask his colleagues for authority as to what he was to say, or for approval or otherwise of what he had said." In reply, I pointed out to the Premier that it was not a mere question of "personalities," but of a brutal and cowardly attack upon me of the worst possible description—that, taking advantage of his position as a Minister, and under shelter of his Parliamentary privilege, Mr. McKenzie had assailed my character in the most reckless manner, and in language coarse and scurrilous. I assured him again that there was not a particle of foundation for the serious accusations which Mr. McKenzie had made in relation to my dealings with the Horowhenua Block, and, as he had said he could prove his words, I challenged him to come out in the open and do so—not before a "Royal Commission" of his own creation, but in the Supreme Court of the land, and before a jury of our countrymen. I also informed the Premier that I had written to the Hon. the Speaker craving permission to be heard in my own defence at the Bar of the House. (The correspondence in full will be found at the end of my cross-examination, Exhibit I., p.p. 14-15.)

Instead of complying with my very reasonable request, the Minister of Lands brought my letter of October 26th before the House as a breach of privilege, and threatened that if the motion was rejected he would forthwith leave the Ministry and resign his seat in Parliament. After a debate which lasted the whole day, the motion was carried by a large majority; and at the adjournment of the House, at 5.30 p.m., I was summoned by the Speaker (Sir Maurice O'Rorke) to attend at the Bar of the House, at the evening sitting, two hours later. I appeared accordingly, and the accompanying report of what then happened is taken from *Hansard*, as published by authority.

In conclusion, I have only to say that I shall ever gratefully remember the kind expressions of sympathy which reached me, by letter and by telegram, from all parts of the colony; and that I shall always honour the New Zealand press generally for the manner in which, from an instinctive sense of fairplay and without distinction of Party, it championed my cause and condemned the cowardly conduct of the Minister.

W.L.B.

Wellington,

December 9th, 1895.

Sir Walter Buller at the Bar of the House.

[Extract From *Hansard*.]

Evening Sitting, Monday, 28th October, 1895.

Speech and Examination of Sir Walter Buller at the Bar of the House of Representatives.

Sir W. Buller.—Sir, before I proceed to any explanation, I desire to say that I submit to the decision of the House—and to express my regret—although I had no intention of committing a breach of the privileges of this House; nor was I for one moment under the impression that I had committed such an offence at the time. My sole object in writing the letter to the Minister of Lands was that it seemed to me the only means within my power of asking inquiry into the charges that the Minister had levelled against me when the Horowhenua Block Bill was in Committee of the House. I thank you, Sir, and the House also, for the opportunity of explanation now afforded me by being placed in this position. The time allowed me has been so short that it was quite impossible for me to prepare anything like a set speech; indeed, the whole time has been occupied in hunting up documents and verifying dates. I do not propose, therefore, to address you at any great length, but to give a brief history of my connection with the Horowhenua Block, and to explain some other transactions that have been referred to, and I shall then tender myself to honourable members for cross-examination. I may say, however, that I find myself placed at a great disadvantage. By the decision of the House I find I have already unwittingly committed a breach of privilege in addressing what I thought to be an extremely temperate and fair letter to the Minister of Lands; so I feel that if, in the course of my address to the House, I am led to comment in any way upon the speech which called forth my letter, I may be committing another offence—that is to say, another breach of the privileges of this House. I will therefore ask the House for its indulgence, and beg honourable members to bear in mind that I am placed at that disadvantage. I will add that I am at this further disadvantage: that I did not hear the speech made by the Minister of Lands this morning, when, as I am informed, other charges were added to those levelled against me when the Bill was in Committee. I have not had time even to see the report of the speech; and, although a member of the Government very kindly promised to get from the Minister of Lands a list of the blocks referred to by him, I have since received a message that even this cannot be supplied to me. I understand that the blocks with which my name has been connected by the Minister of Lands in a disparaging way are the Rangitikei-Manawatu Block, the Owhaoko Block and the Rangatira Block. These are the only blocks I have heard of; and therefore, if I do not refer to anything else, it is simply because I have not the information I had asked for. In writing the letter complained of to the Minister of Lands I was actuated by a hope that he would, from a sense of fair-play, repeat elsewhere the words he had uttered in this House, so as to give me the opportunity of meeting him in the Supreme Court. In my letter to the Premier, which opens the correspondence that I now desire to put in [Exhibit No. 1], I gave a distinct and emphatic contradiction to all the general allegations of the Minister of Lands. What I demanded was that the charges should be formulated, in order [*unclear*: that] might meet and refute them. I simply claimed the right of every British subject—to meet my accuser face to face before the highest Court of the land, and to be tried by a jury of my countrymen. Of course, I am prepared to go before any Royal Commission the Government may appoint. I am ready to meet the charges there, and to challenge the strictest and closes investigation into every act of my public and private life; but I submit that I am placed as a very great disadvantage in being tried by a tribunal of the Minister's own creation, instead of by the ordinary Courts of justice. This disadvantage I must, however, accept. Before proceeding to any explanation, and speaking now, as it were, in extenuation—for I have already submitted to the right of the House and have expressed my regret for having unwittingly committed a breach of privilege—I would ask honourable members present to put them selves for a moment, in imagination, in my position. I need hardly tell them that, like the Minister of Lands, I am a self-made man. All my interests are bound up in the colony. I was born in the colony, my children were born in the colony, and I have been identified with it for more than half a century. Any distinction I may have achieved I have achieved for myself in the colony; any reputation I may have gained belongs to the colony; and I put it to honourable members, placing themselves for one moment in my position, could anything have astonished or shocked them more than to find the character of a lifetime thus wantonly assailed? I have been denounced to the country, and the most opprobrious epithets have been applied to me. And by whom? By a member of a Government that I have loyally supported—a Government with whom I was on terms of personal friendship, and whose confidence I was supposed to possess! And denounced for what? Because of my dealings with the Horowhenua Block! Without a hint of what was coming, without notice, and without a word of warning, I was held up to

public opprobrium in the land of my birth! I am proud, as any British subject should be, of having been singled out by Her Majesty for the honour of knighthood; but you are told by a Minister of the Crown that, instead of being knighted by the Queen for my services, I ought to be in gaol! I have received a shorthand report of the Minister's speech, and I find that, in addition to this, the Minister of Lands said I had "robbed the Natives by getting them to sell or lease parcels of land, and, with the money, to fight one another through the legal profession." Surely by every rule of fair-play I have a right to meet these charges and disprove them. I submit that, placing themselves for a moment in my position, any one in this House would, under similar circumstances, have taken the same course that I did. I should be either less than human or more than human if I had sat silently by and, out of defence to some law of privilege, remained dumb and silent under such charges as these. My honour has been impugned, the worst motives have been imputed to me, my private character has been assailed, and I have been stigmatized as a man who ought to be in gaol; and, forsooth, because of some rule of privilege I am to remain silent! I bow to the decision of the House, but under similar circumstances I fear I should commit the same offence again. As I stated in my opening remarks, I have not attempted to prepare a speech. I must trust to my memory to a great extent for the dates and facts I shall make use of. I think the best plan will be to state my case as briefly as I can, and then invite members of the House to put me through the most fiery ordeal they can—to put any number of questions, and to search into every transaction in which I have been concerned in connection with Native lands; for I feel that I am on my trial before the country, and I say that I am prepared to challenge the closest scrutiny into every transaction I have been concerned in during the fifteen or sixteen years I was in practice. I am not conscious of ever having wronged a Native or European in connection with Native lands. I know it is impossible for any man, nay, even for an archangel from heaven, to be mixed up in Native affairs for any length of time and to escape without being the subject of suspicion. But my conscience is perfectly clear on this point: I am not conscious of having done a single thing of which I, as a gentleman, should be ashamed, or for which as a professional man I should be censured. I invite the closest possible scrutiny. With regard to the charges themselves, I shall be extremely careful not even indirectly to offend against the privileges of the House. Standing here before my peers in Parliament, I reiterate what I stated in my letter to the Premier, that I specifically, emphatically, and wholly deny every one of the allegations brought against me by the Minister of Lands. I do not say that he has purposely misrepresented me; it is perfectly clear that he knows nothing of himself, and has been misled by others, for I could not believe that even my worst enemy would formulate charges of this kind without believing them to be true. But, standing here at the bar of the House, I solemnly declare that there is not the smallest foundation in fact for any one of these serious charges; and I only ask for the opportunity of meeting them. My friend Mr. Bell, in his speech this afternoon, said that I had supplanted him in the Horowhenua matter. I know the sense in which he used the term professionally, and it was perfectly fair; but I did not supplant Mr. Bell in the ordinary sense. When I returned from England in 1892, Major Kemp came to me and said he had been employing lawyers all over the country—Mr. Bell, Sir Robert Stout, and others—and, Maori-like, he was anxious to change his lawyer, and wanted me to take up the Horowhenua case. I was then on terms of intimacy with the late Premier, Mr. Ballance, and told him that Major Kemp had requested me to act for him in regard to the Horowhenua Block. I believed that I could rely on the Government of which Mr. Ballance was the head to see that right was done, and it was with his full knowledge that I accepted from Major Kemp a retainer signed by himself and nearly the whole of the Muaupoko Tribe. In 1892, acting on this retainer, and in the interests of the tribe, I presented a petition to this honourable House, and obtained the permission of the Chairman of the Native Affairs Committee to appear and conduct the case for Major Kemp. I examined witnesses, and addressed the Committee, and obtained a favourable report. Mr. Ballance, the then Premier, agreed to bring in legislation to give effect to the report of the Committee, but, owing to the lateness of the session, he found it impossible to do so. I had frequent interviews with Mr. Ballance at his own house, day and night, for a week or more previous to the close of the session, and, in order to protect the Muaupoko against wrong, Mr. Ballance, on the Sunday evening preceding the close of the session, summoned the Cabinet, and got his colleagues to agree by minute to a Proclamation protecting the block against any dealings. That was done by the present Government, under the direction of Mr. Ballance, and had the effect of conserving the interests of the tribe, and preventing a great wrong from being done. The effect of this Proclamation was to hang up the block for two years—that is to say, it prevented any dealing with the Horowhenua lands for two years from the issue of the Proclamation. As a condition precedent—before, indeed, the Governor had power to issue the Proclamation—it was necessary that there should be some negotiation for the purchase of the land; and, to bring the block within the Act, I induced Major Kemp to accept from the Land-purchase Department a nominal payment of £5, and to sign a voucher for it in the ordinary way; and the Government then proceeded, as I have stated, to proclaim the block. The protection afforded by that Proclamation was to endure for two whole years. Almost immediately after that, Mr. Ballance's Government sent me to England to represent New Zealand at the Imperial Institute. I was accordingly absent from the colony during the session of 1893. I had to return to the

colony before the session of 1894. As a matter of fact, I came back before I had discharged my duties in connection with the Imperial Institute owing to what had happened in relation to the Horowhenua Block. I will not refer to that more particularly, because that might be a breach of privilege; but, in consequence of what happened, I came back to the colony before the session of 1894. I then presented, on Major Kemp's behalf, a petition to the House of Representatives which, with your permission, I will read, because it was drawn up by myself, and sets out very succinctly the salient points of the Horowhenua case. It says,—

"The humble petition of Meiha Keepa Te Rangihiwini (commonly known as Major Kemp), a Native chief of the Wanganui and Manawatu Districts, sheweth,—

"1. That on the 10th day of April, 1873, an order was duly made by the Native Land Court, under the provisions of 'The Native Lands Act, 1865,' and 'The Native Lands Act, 1867,' for the issue of a certificate of title in favour of Meiha Keepa Te Rangihiwini (commonly known and hereinafter referred to as Major Kemp), under the 17th section of 'The Native Lands Act, 1867,' for a block of land at Horowhenua, in the District of Manawatu, in the Provincial District of Wellington, containing 52,460 acres, more or less; and that on the same day an order was made, pursuant to the provisions of the said 17th section of 'The Native Lands Act, 1867,' for the registration in the said Court of the names of 143 aboriginal natives of New Zealand, as the owners of the said land. The finding of the said Court on which these orders were based was that the Muaupoko Tribe was entitled to this land, and the list of owners was intended to include all the members of the Muaupoko Tribe so entitled. On the 27th June, 1881, a certificate of title, under the provisions of the said 17th section of 'The Native Lands Act, 1867,' was, pursuant to the said orders, duly issued by the Native Land Court, under the seal of the Court and under the hand of the Chief Judge thereof, in favour of Major Kemp for the said block of land, the effect thereof being to constitute him a trustee for the owners whose names had been registered in the Court as aforesaid.

"2. In the month of November, 1886, the said Native Land Court sat at Palmerston North for the purpose of partitioning the said block of land, upon the application of you petitioner, Major Kemp; and the Court, in the said proceedings, purported to act under the provisions of the Native Lands Acts, 'The Native Land Court Act, 1880,' and 'The Native Land Division Act, 1882.'

"3. On the 25th of November three division orders were made by the said Court, with the unanimous consent of the owners then present in Court.

"4. On the 1st of November other division orders were made, by general consent, the result being that all the persons named in the Native Land Court certificate of title as owners received, on partition, some portion of the said block of land in their own right. But all the portions so awarded in severalty were covered with bush, and had never been actually occupied or resided on by the Muaupoko Tribe,

"5. The effect of the partition among the owners, so far as it had now been carried, was to leave the residential portion of the block, called Horowhenua No. XI., containing 14,975 acres, and including the whole of the Horowhenua Lake, quite intact.

"6. The tribe, having determined to keep this portion of the estate unbroken as a permanent home for the people, declined to have the partition carried any further, and moved the Court to order a certificate of title for the same, as before, in the name of your petitioner, Major Kemp.

"7. At this stage of the proceedings, Wirihana Hunia, one of the registered owners, came forward as representing the Hunia family, and objected to the order being in the name of Major Kemp alone. After a short retirement from the Court for consultation, Major Kemp agreed to admit the name of Warena [*unclear*: Huni] (Wirihana's younger brother) as co-trustee with himself, and he then applied to the Court to join Warena Hunia with him in the order, which was done accordingly, there being no dissentient.

"8. In giving his consent to the introduction of Warena Hunia's name, your petitioner understood that he was consenting to have a joint trustee with himself in the management of the estate for the benefit of the tribe to whom it of right belonged; and that was the universal belief among the owners then present in Court, who permitted the arrangement to be recorded unchallenged.

"9. After the division orders hereinbefore mentioned had been made a survey of the block was made, and a proper plan of the subdivision prepared for the Court; after which certificates of title were ordered to be issued in conformity with the provisions of the Land Transfer Act.

"10. In the month of February, 1890, a sitting of the Native Land Court was held at Palmerston North for the purpose of further partitioning the said parcel of land known as Horowhenua No. XI. between Major Kemp and Warena Hunia, upon the application of the latter. It then became known to your petitioner and his people that, by a fiction of law, the land had become the absolute property of the two persons named in the certificate of title, and was unconditionally at their disposal as in their own right.

"11. The Muaupoko Tribe, who all along fully understood and believed that their interest in the said block of land was held by Major Kemp and Warena Hunia, in trust, now discovered that, without any intentional consent on their part, the whole estate had passed in law to the two persons named in the order of the Court, and

that their ancestral home, on which most of them had been born—their hucuses, their cultivations, their burial-places, and their lake-fishing grounds—had passed away from them for ever. No warning had been given to them in Court that the effect of the order to be made would be to divest the said lands from the acknowledged owners, or that it was necessary or desirable that the trust under which the said lands were held should be in any way declared or protected. Indeed, there is reason to believe that the Court itself was unaware of the full effect of the order it had made: otherwise it is difficult to conceive how it could have allowed such an order to be entered up without a word of warning to those concerned.

"12. At the sitting in February, 1890, notwithstanding that the trust in the said lands was insisted on by Major Kemp and admitted by Warena Hunia, the Native Land Court proceeded to partition the said lands as though the same were held by them in their own right, and after causing a valuation of the estate to be made, divided the said block into two parcels called Horowhenua No. XI.A, valued at £13,392, and Horowhenua No. XI.B, valued at £12,244, and awarded them to Major Kemp and Warena Hunia respectively.

"13. Major Kemp being dissatisfied with the said proceedings of the Native Land Court, appealed to the Chief Judge of the said Court for a rehearing, and a rehearing was ordered accordingly. This rehearing took place in the month of May, 1891, before Judges Mair and Scannell, when your petitioner (Major Kemp) again insisted upon the trust, and protested against the land being dealt with by the Court as the private property of the two trustees. In this course he was supported by the general body of owners then present in Court.

"14. The said Judges declined to consider or inquire into the alleged trust, believing that they had no power to do so; and they made an order on the 10th day of April, 1891, confirming the previous order for partition. The following is a copy of the judgment delivered on the said rehearing:-

"Horowhenua No. XI.: Judgment.

"This is a rehearing of a partition order at Palmerston North, on 10th April, 1890, at a Court presided over by Judge Trimble, deciding and allocating the relative interests of Meiha Keepa Te Rangihwinui and Warena Te Hakeke, the two owners in the order of the Court for a block of land called Horowhenua No. XI., Containing 14,975 acres, made on the 1st December, 1886, on partition of the Horowhenua Block of 52,000 acres, and in which partition order, dated 1st day of December, 1886, and the Land Transfer certificate, dated 19th July, 1888, issued thereon, the said Meiha Keepa Te Rangihwinui and Warena Te Hakeke are named as the sole owners.

"Although questions outside the jurisdiction of the Court have been introduced into the case, the only matter with which the Court can deal decisively is the relative share of each owner as against the other; and on this the Court decides, from the evidence of every kind before it, that the decision of the original Court—that of 1890—should be confirmed, and confirms it accordingly, and orders in accordance with this decision, as well as a report to the Supreme Court on the question submitted, will be made; the partition orders to date back to the date of the original hearing, and to issue when an approved plan of the land the subject of each such order is indorsed thereon.

"But, although the Court in making these orders is confining itself to matters within its jurisdiction, it feels bound to add that, from what has transpired during the hearing of the case, as well as what it has seen during the inspection of the block, it is very clear that the issue of the order in 1886 in favour of Meiha Keepa Te Rangihwinui and Warena Te Hakeke was a severe loss to the Muaupoko Tribe.

"The partition of 1886, followed by the Land Transfer certificate, made those the sole legal owners of a piece of land which, up to that time was a part, and a most important part, of the tribal estate of Muaupoko, where from time immemorial they had lived and cultivated.

"It is not within the province of the Court to inquire as to how or for what purpose the certificate for that piece—clearly the property of the bulk of the people of Muaupoko—was issued in the names of two persons only; but the Court feels that under the whole circumstances it is its duty to lay such facts as are within its knowledge before the Chief Judge, in order that if any application is made on the subject he would be in a position to advise as to whether it would be desirable to institute further inquiry into the whole matter, with a view to ultimate justice being done to all the parties.'

"15. Finding the Native Land Court powerless to help them, Major Kemp and other members of the Muaupoko Tribe petitioned Parliament, in the session of 1890, setting out the above facts, and praying the House to 'take such measures by legislation as will suffice to protect them and to establish the trust.

"16. The Native Affairs Committee, to which the said petition was referred, made the following report thereon:—

"No. XI., 1890.—Petition of Major Kemp and 63 others.

"Petitioners complain of the position Major Kemp holds as trustee for Block XI., containing 14,975 acres of land at Horowhenua, and asking Parliament to decide his position in the matter. I have the honour to report as follows:—

"That, in the opinion of this Committee, after a lengthened hearing of witnesses, this Committee has come to the conclusion that a trust was understood to be created when the Horowhenua Block No. XI. was vested in Major Kemp and Warena Hunia; and this Major Kemp himself states was the understanding. But the legal opinion appears to be that, at this stage of the proceedings which are being conducted in the Supreme Court, no plea of the trust existing can be asked, and, if it could, would have no effect. That, under these circumstances, the necessary legislation should be provided to authorise a rehearing of the block, with the object of subdivision among the several parties concerned.—20th August, 1890."

"17. In the session of 1891, Major Kemp and other members of the Muaupoko Tribe again petitioned the House of Representatives to the same effect as before, and with a similar result, the Committee recommending the petition to the favourable consideration of the Government.

"18. The immediate effect of the report of the Native Affairs Committee in 1891 was that a Bill was introduced by the Government and passed into law under the title of 'The Native Land Court Acts Amendment Act, 1891,' whereby the whole of this land was made 'inalienable in any manner whatsoever until the termination of the next session of the General Assembly.' And in the session of 1892 Major Kemp and 62 other members of the Muaupoko Tribe petitioned Parliament to continue this protection, and to take such other measures as would assure and establish the rights of the real owners of the land.

"19. The report of the Native Affairs Committee in 1892 was brought up too late to admit of any remedial legislation to protect the interests of the Muaupoko Tribe, and to prevent any alienation of the land in violation of the alleged trust. Mr. Ballance's Government accordingly made a nominal payment to Major Kemp, and advised His Excellency the Governor to proclaim this block under the provisions of 'The Native Land Purchases Act, 1892,' the effect thereof being to bar all private negotiations and all alienations, except to Her Majesty the Queen, for a period of two years from the date of such Proclamation. This Proclamation was issued on the day of the prorogation of Parliament, on which date the protection secured by the suspensory Act of 1891 would otherwise have lapsed.

"20. The protection of the rights of the tribe through this considerate action on the part of the Government will cease by effluxion of time in October next.

"21. An action has been commenced by Major Kemp and other members of the Muaupoko Tribe, in the Supreme Court of New Zealand, against Warena Te Hakeke (otherwise called Warena Hunia), in which the plaintiffs pray, *inter alia*, that the trust may be affirmed by the decree of that honourable Court; that an inquiry may be had by reference to the Native Land Court as to who are the persons entitled under the original certificate of title; that Warena Te Hakeke may be restrained by its junction from selling, transferring, or charging the said lands, or any part thereof; that the certificate of title issued to Major Kemp and Warena Hunia may be declared void as against the plaintiffs and the other members of the Muaupoko Tribe in possession of the block at the time of the issue of the said certificate of title; and that Warena Te Hakeke, who now claims to be the absolute owner, may be dismissed from the trusteeship.

"22. Although your petitioner, Major Kemp has used all diligence in prosecuting his suit, the action cannot be tried before the Wanganui sittings at the end of September or beginning of October next, and it may be delayed considerably beyond that date.

"23. Under all these circumstances, your petitioner and the people whom he represents have determined to approach your honourable House with a prayer for relief, for they are firmly persuaded that Parliament will not allow them to suffer through their ignorance of English laws or customs, or permit of their being stripped of their ancestral home simply because they failed to make their trustees execute a declaration of trust, as required by the Statute of Frauds, of which they had at the time no knowledge whatever, and as to the necessity for which they received no instruction or warning from the Court at the time the order for a certificate of title was made. The favourable reports made from time to time by the Native Affairs Committee, and the readiness with which the Government has extended its protecting hand, afford them an assurance that they will not approach your honourable House in vain.

"24. Your petitioner has already shown to the Committee of Native Affairs that, in agreeing to intrust their lands to the keeping of representative chiefs, the Muaupoko people were doing nothing unusual, and that, from a Maori point of view, it would never occur to them that they were conferring an absolute estate upon the persons so selected and divesting themselves in law of their inheritance—of the land on which they were residing, and upon which most of them were born. Your petitioner is prepared to show this again, if necessary, from the mouths of many credible witnesses; and, having regard to past experience in this matter, whilst fully assured of the strength and justice of his case, he feels more confidence in coming to Parliament for relief than in trusting to the intricacies and uncertainties of the law-courts.

"Wherefore your petitioner humbly prays that your honourable House will pass a measure empowering the Native Land Court to inquire into the alleged trust, and, if satisfied on such inquiry that such trust exists, to ascertain by its ordinary methods who are the persons beneficially entitled, and in what shares or proportions.

"And your petitioner will for ever pray, &c.,

"MEIHA KEEPA TE RANGIHIWINUI."

That petition, Sir, was not reported on by the Native Affairs Committee, because it was pointed out, after a large amount of evidence had been taken, that there was a case pending in the Supreme Court, and that the Committee ought to hold its hand; but the Native Affairs Committee of the Legislative Council, before whom a similar petition was heard, proposed further remedial legislation. All this time the action in the Supreme Court was proceeding. Mr. Edwards had been retained by the Muaupoko Tribe before I came out from England, and, as a matter of professional courtesy, I allowed him to conduct the case. I simply instructed him. The case was heard in Wanganui in 1894, and, after a protracted hearing, the Chief Justice declared that there was an undefined trust, and that Horowhenua No. XI. was not the property of Major Kemp and Warena Hunia. I shall not trouble you, Sir, or honourable members, with the text of the judgment, but I will state shortly that this judgment was appealed against, and the whole matter was argued again before the full Court in Wellington. With your permission, Sir, I will read the final judgment of the Court of Appeal. But I may state here, parenthetically, to explain my position, that this No. XI. was the only part of Horowhenua in which I had any concern whatever. I was pledged to the tribe, and I came out from England expressly to look after their interests. I was pledged to see them through this business, being convinced that they were being unjustly deprived of their tribal rights. I had no concern with the other parts of Horowhenua. I understand that some portions have been sold, others leased, others mortgaged; but I do not know the name of a single purchaser, lessee, or mortgagee. I know nothing whatever of the arrangements, and have had no concern whatever in any of these transactions. Therefore I absolutely contradict the statement made by the Minister of Lands, evidently on wrong information, that I had been concerned in the selling of lands to raise money to enable the Natives to fight the case amongst themselves. When the case came on in the Supreme Court at Wanganui it was, of course, necessary to have funds. Mr. Edwards had received a hundred guineas on his retainer before I came from England, but he could not go on further unless Kemp was in a position to find money. Kemp promised to deposit £500, and there was every hope that he would be able to raise the money in Wanganui. He was unable to do so, however, and he appealed to me. I wrote a cheque for £500 and handed it to Kemp, who passed it on to Mr. Edwards. The whole of that money has been applied in the payment of costs, not a shilling coming back into my pocket. At the suggestion of Mr. Edwards, I took a mortgage over Kemp's own Block, No. XIV., the title to which is undisputed. I took a mortgage of that to secure my advance of £500, and the mortgage was submitted to the Trust Commissioner sitting at that time in Wanganui. Evidence was taken in Court, and the Trust Commissioner some days after attached his certificate. That is the only one of these land-transactions I had a personal interest in, and the whole of the money came out of my own pocket. I paid that money through Major Kemp to Mr. Edwards. I afterwards paid fifty guineas to Mr. Skerrett as junior counsel in the Court of Appeal; and I believe I am responsible to Mr. Edwards for about £500 more. That is the only other portion of the Horowhenua Block with which I have had any dealings whatever; I mean Subdivision No. XIV., in respect of which there has never been a suspicion or suggestion of a trust or any allegation of fraud. This land was awarded to Major Kemp ten years ago, and he obtained a certificate of title under the Land Transfer Act. He held undisputed possession for six years or more before I negotiated for the lease of it: that is to say, Subdivision No. XIV. is the block of which I then took a lease, subsequently purchasing two small portions of eight and four acres respectively, and the block on which I afterwards took a mortgage, as I have just mentioned. The portion of the disputed land in which I have been professionally concerned—the only portion I have had any concern with at all—is No. XI., the subject of the action in the Supreme Court. On appeal their Honours gave the following judgment:—

"In the Supreme Court of New Zealand, Wellington District.—No. 5608.

"Between Meiha Keepa te Rangihwinui, Ihaia Taueki, Noa Te Whatamahoe, Rawinia Taueki, Te Rangimairehau, Raniera Te Whata, Makere Te Rou, Kerehi Mitiwaha and Ngariki Te Raorao, suing on behalf of themselves and all other persons in the same interest, plaintiffs; and Warena Te Hekeke, otherwise called Warena Hunia, defendant; and Rangipo Mete Paetahi, Rawea Utiku, Reupena Mete Kingi, Rakera Hunia, and Hera Te Upokoiri, third parties, added by order of this honourable Court on the 4th day of July, 1894.

"This action coming on for trial at Wanganui on the 10th, 11th, 12th, 13th, and 15th days of October, 1894, before his Honour the Chief Justice, and being then ordered to stand for argument of the points of law involved therein at Wellington, and again coming on before his Honour the Chief Justice at Wellington on the 16th and 17th days of November, 1894, in the presence of counsel for the plaintiffs and for the defendant, and for

Rangipo Mete Paetahi, Rawea Utiku, Reupena Mete Kingi, Rakera Hunia, and Hera Te Upokoiri, third parties, added by order of this honourable Court on the 4th day of July, 1894: Upon reading the pleadings and upon hearing the evidence of John Alexander Wilson, Edward Buckle, the plaintiffs Meiha Keepa Te Rangihwinui, Te Rangi Mairehau, Raniora Te Whata, George Latter Scott, Kerehi Tomo, Makere Te Rou, Noa Tomo, Winara Raorao, Walter Lawry Buller, Alexander McDonald, Wirihana Hunia, Himiona Te Kowhai, the defendant Warena Te Hakeke, otherwise called Warena Hunia, and Donald Fraser, and what was alleged by counsel for the plaintiffs and the defendants, and for the said third parties: this Court doth declare that the lands called Horowhenua No. XI., comprising all the lands included in the certificate of title volume 29A, folio 130, of the books of the District Land Registrar for the Land Registration District of Wellington, are held by the plaintiff Meiha Keepa Te Rangihwinui and the defendant Warena Te Hakeke, otherwise called Warena Hunia, as trustees for the plaintiff Meiha Keepa Te Rangihwinui and for the persons whose names were registered in the Native Land Court under the provisions of the 17th section of 'The Native Lands Act, 1867,' as owners of the block of land at Horowhenua, in the District of Manawatu, in the Provincial District of Wellington, originally called 'Horo-whenua,' and for the successors of such of the same persons whose names were so registered aforesaid as are dead (such successors respectively taking the same shares as their respective ancestors would have been entitled to if living) for the same estates and interests (save that the same are now held for an estate of fee-simple of inheritance) and in the same proportions as the plaintiff Meiha Keepa To Rangihwinui and such persons whose names are so registered as aforesaid would have been entitled to in the same lands if the partition order relating to the said parcel of land called Horowhenua No. XI., made by the Native Land Court on the 1st day of December, 1886, in favour of the plaintiff, Meiha Keepa Te Rangihwinui, and the defendant, Warena Hunia Te Hakeke, otherwise called Warena Hunia, had never been made, and as though the aforesaid certificate of title under 'The Land Transfer Act, 1885,' volume 29A, folio 130, had never been issued, and as though the partition order made by the Native Land Court on the 14th day of January, 1890, whereby the Native Land Court purported to partition the said parcel of land called Horowhenua No. XI., into two blocks, called respectively Horowhenua No. XI.A and Horowhenua No. XI.B, and to award the said block of land so called Horowhenua No. XI.A to the plaintiff Meiha Keepa Te Rangihwinui, and the said block of land called Horowhenua No. XI.B to the defendant Warena Te Hakeke, otherwise called Warena Hunia, had never been made: And this Court doth adjudge and declare that the said last-mentioned partition orders made by the Native Land Court on the 14th day of January, 1890, are wholly void and of none effect: Let an inquiry be made who are the persons interested in the said parcel of land called Horowhenua No. XI., pursuant to the declaration hereinbefore contained, and who are entitled to be declared to be the representatives or successors of such of them as are dead; and let there also be an inquiry as to the respective interests of the persons so found to be interested in the said block of land called Horowhenua No. XI., and as to the respective interests therein of the representatives or successors of such of them as are dead; and for the purposes of the said inquiries let a case or cases be stated and referred to the Native Land Court for its opinion thereon, as may be found necessary: And this Court doth order and adjudge that the plaintiff, Meiha Keepa Te Rangihwinui, and the defendant, Warena Te Hakeke, otherwise called Warena Hunia, respectively, do forthwith deliver to the Registrar of this honourable Court at Wanganui, upon oath, all certificates of title, partition orders, and other documents of title in the possession or power of the plaintiff, Meiha Keepa Te Rangihwinui, and the defendant, Warena Hunia, otherwise called Warena Te Hakeke, respectively, relating to the said block of land called Horowhenua No. XI., or to either of the subdivisions thereof, called respectively Horowhenua No. XI.A and Horowhenua No. XI.B, and that all such certificates of title, partition orders, and other documents of title shall remain in the custody of the Registrar of this honourable Court at Wanganui aforesaid, there to abide the further order of this honourable Court: And this Court doth further order and adjudge that the caveat No. 612 in the books of the District Land Registrar aforesaid, lodged by the plaintiff, Meiha Keepa Te Rangihwinui and the caveat No. 812, in the books of the District Land Registrar aforesaid, lodged by the plaintiff Ihaia Taueki and others, do remain and continue until the further order of this honourable Court, and that the same caveats shall not be withdrawn without the order of this honourable Court: And this Court doth order and direct that a caveat, with a copy of this decree annexed thereto, be lodged by the plaintiffs with the District Land Registrar aforesaid forbidding further dealings with the said block of land called Horowhenua No. XI., and that the caveat so lodged shall remain and continue until the further order of this honourable Court: Let the following accounts be taken—namely, an account of all moneys received by, or come to the hands of, the defendant, Warena Te Hakeke, otherwise called Warena Hunia, from the sale of any portions of the said parcel of land called Horowhenua No. XI. And in taking such accounts the defendant, Warena Te Hakeke, is to be charged with interest at the rate of £8 per centum per annum on all sums received by him, or come to his hands as aforesaid: And in taking such accounts, let all just allowances be made, and let the defendant, Warena Te Hakeke, otherwise Warena Hunia, within such period as may hereafter be ordered by this honourable Court, pay into the office of this honourable Court at Wanganui aforesaid the amounts, if any, which shall be certified to be due from him on the taking of the said

accounts: And let the defendant, Warena Te Hakeke, otherwise called Warena Hunia, pay to the plaintiffs their costs of this action upon the highest scale as upon a sum of £5,000, with an extra allowance of £15 15s. for each of six extra days occupied by the trial, with all proper allowances for fees of Court, witnesses' expenses, and other necessary disbursements, to be taxed by the Registrar of this honourable Court at Wanganui: And let the further consideration of this action be adjourned; and any of the parties are to be at liberty to apply to this Court in Chambers as they may be advised."

The effect, Sir, of that judgment of the Court of Appeal, from which there was no dissent, was to place the whole of the 143 owners back on their ancestral lands, it being a direction to the Native Land Court to proceed, according to its own methods, to determine the individual interests of the whole of the parties. I think I may say that I was instrumental in bringing about that result; and, ever since I took a retainer, whatever I have done in connection with this Horowhenua business has been with the object of assisting the tribe in their efforts to obtain justice. I have not been mixed up in any of the numerous other transactions with the Horowhenua Block, and I know nothing whatever about them. I did on one occasion assist Mr. Peter Bartholomew to make an arrangement with Major Kemp as to cutting timber on Block No. VI., which was virtually a trust block, and drew up a short memorandum of agreement between them, leaving Mr. Edwards to prepare the timber lease. Major Kemp, who was entirely guided by my advice, came to an agreement that the royalties for the timber should be paid into a trust account at the bank, in the joint names of himself as trustee, Mr. Edwards as representing Mr. Peter Bartholomew, and Messrs. Marshall and Fitzherbert as representing the Native claimants, pending the ascertainment of title. I am correct, I think, in saying that, with this sole exception, I had no transactions of any sort in connection with the other parts of the Horowhenua Block. The only other business, indeed, that I can remember affecting the entire block was something relating to a different matter altogether. It was the getting of a deed of release executed by the whole of the Muaupoko people, with the exception of Warena Hunia and his party, which I shall now ask permission to put in. [Exhibit No. 2.] It arose out of an action which had been brought against Major Kemp in the Supreme Court, calling upon him to account for the rents and profits received by him during a period of some twenty years. It was utterly impossible for a Maori chief who kept no books, and had never done anything of the sort in his life, to produce accounts extending over a long period of time. Without any actual request from Major Kemp, I went to the district and called the tribe together, and, having explained the position to them, they: at once agreed to execute a deed of release and discharge. That deed is signed by some sixty members of the Muaupoko Tribe, and all the signatures are attested by a Magistrate, with the aid of a licensed interpreter. This had the effect of releasing Major Kemp from all responsibility in respect of these moneys. That deed was put in before the Supremo Court at Wanganui, and again before the Court of Appeal. The Court held that it was quite unreasonable that Maori chiefs should be expected to bring in accounts to show what they had received and disbursed in the name of the tribe; and the deed of discharge was held by the full Court to be sufficient. The clause in Sir James Prendergast's judgment requiring Major Kemp to render an account was accordingly struck out when the Court of Appeal made the final decree in this matter. I think, Sir, this explanation covers the whole of the ground. It has enabled me to reply to all the charges brought against me by the Minister of Lands in relation to the Horowhenua Block. These charges, I feel certain, have been founded upon a total misconception of the facts and upon utterly wrong information. I think I have given a sufficient history of the transactions referred to, and I am now in the hands of the House. I do hope that honourable members will not fail to ply me with questions, for it may be said that upon the result of this hearing largely rests my professional reputation and my fair name in the colony. My honour is at stake, and I think it is therefore due to me that I should be put through a crucial examination. I am really on my trial before the country, and, as I have no chance afforded me of meeting the charges in the ordinary way, it is due to me that honourable members should now put me through the most searching cross-examination. As I have already said, I have been at a great disadvantage in regard to the fresh charges which have been brought against me this morning, inasmuch as I did not hear the speech of the Minister of Lands, and have not seen a report of it. But I am told by a member who was present that three blocks in which I have been concerned were referred to—namely, the Rangitikei-Manawatu Block, the Owhaoko Block, and the Rangatira Block. With your permission, Sir, I will say a few words in regard to each of those blocks. My connection with the Rangitikei-Manawatu purchase was as Assistant Land Purchase Commissioner, from 1865 to 1871, and long before I was in practice. I was at that time Resident Magistrate at Wanganui, but I was detached for special service upon the Land Purchase Commission, and I acted throughout under the direction of my late lamented friend, Dr. Featherston. I am not going to trouble the House with all the particulars. It is enough for me to say that, at the conclusion of that business, during which I myself took and witnessed no less than 1,700 Maori signatures and paid over £25,000 to the Natives, I received the warm thanks of the Superintendent of the province, officially recorded in his speech to the Council; and the acknowledgments of the Chief Land Purchase Commissioner. I also received a handsome letter of thanks from the Premier and Government of the colony for my services on that occasion, and that letter is on record in the

Journals of this House. I am prepared to answer any questions of any sort or kind in regard to this Rangitikei-Manawatu purchase. Now, some members of the House may wish to know something from me about the Owhaoko lease. I was never professionally concerned in the obtaining of that lease, but I did act for Mr. Studholme in connection with a different matter—namely, in getting an application for a rehearing of the Owhaoko Block withdrawn by the Natives. I was absent in England, as the Minister of Lands has said, when Sir Robert Stout issued the memorandum containing reflections upon me. On seeing that memorandum, I immediately wrote a letter in explanation, and I must say that Sir Robert Stout gave the same publicity to my statement as he had given to his own. It was laid on the table of the House and printed in the Appendices to the Journals. That gentleman afterwards sent me an expression of regret for what he had written, and he declared openly that he was perfectly satisfied with my explanation. The principal charge was that I had acted professionally at one and the same time for three different parties, and that I was receiving pay in three directions. Amongst the comments of the Press on that occasion there appeared, I remember, the following: "Thrice happy Dr. Buller, trebly retained and three times paid." There was no ground whatever for that accusation, and my friend Sir Robert Stout, who was then Premier, was the first to acknowledge that my answer was complete, and to publish it to the world. With regard to the Rangatira Block, I cannot imagine what can possibly be alleged against me there. I certainly did fight the case for the Natives through the Native Land Court with great energy and for a continuous period of nearly two months. If I remember aright, my final address to the Court occupied nearly three days. The result was that I achieved a complete victory for the Ngatiapa Tribe. As against outside claimants, if I remember aright, they won every acre of this large block in the Upper Rangitikei District, and my own clients got a large share of it. I acted for Messrs. Donald Fraser and James Bull and the Hon. Charles Johnston in the acquisition of the block by purchase. I was paid liberally by those gentlemen for my services, and they also guaranteed my costs in the Land Court. I cannot conceive what can be alleged against me in connection with that block; but I shall be happy to answer any questions by the Minister of Lands or any other member, either in connection with that or any other block. I do not think, Sir, that I should trespass upon the indulgence of the House any further, seeing that the session is approaching its close, and that I might lose my opportunity of a full cross-examination if I continued speaking any longer. I would conclude by saying that, although I have been actively engaged in Native affairs, officially and professionally, for a period of some thirty years or more, and have probably put through more Native titles than any other solicitor in New Zealand, I defy any man to put his finger down upon one single transaction of a questionable kind in which I have ever been concerned. My conscience is absolutely clear of ever having done anything in connection with Native affairs that this House could not agree with, and which I should not be able to justify. Although I have acquired hundreds of thousands of acres of land from the Natives for clients, I may say that, with the exception of one block of a thousand acres—the Iwiros Block, which I purchased through Mr. Donald Fraser—I have never acquired Native land for myself. For my services on behalf of my clients I have received their thanks in abundance, and have always been liberally paid. I am not aware that there was anything alleged against my honour or probity in any of these transactions, but if there is a suspicion of the kind I shall be only too glad to answer any questions that may be put to me, and I promise to do so fully and without reserve.

Mr. Speaker.—I do not feel myself called upon to put any questions to Sir Walter Buller. In this House it has been the practice in cases of this kind that questions should be put through the Speaker, and in accordance with that rule certain questions have been banded to me by the Minister of Lands, and I shall now proceed to put them to Sir Walter Buller

Sir W. Buller.—If you please, Sir.

Horowhenua.

Mr. Speaker.—Sir Walter Buller, were you aware that Sir Donald McLean arranged to set aside a portion of the Horowhenua Block—1,200 or 1,300 acres—for the Whatanui people?

A. I am aware of the arrangement which led to that land being allotted to descendants of Te Whatanui. There was a fight imminent between Kemp's people and the Ngatiraukawa, when Sir Donald McLean, then Native Minister, went up to the district, and, by his great personal influence, brought about a reconciliation, and effected an arrangement by which the dissatisfied party should get something. Kemp's people contended that the Ngatiraukawa had no interest in the Horowhenua Block, which had been awarded by the Native Land Court to the Muaupoko; but Major Kemp in the end promised that Te Whatanui's descendants (of that tribe) should have 1,200 acres of the block made over to them. This award was afterwards made by consent, when a general division of the block took place in the Native Land Court. This was in 1886. First of all, Major Kemp said, in effect, "I will deal with this matter myself. My individual ownership of the Papaitonga Lake is undisputed. I will cut off 1,200 acres at that end, and give it to these people, in fulfilment of my promise to McLean." He

accordingly marked off 1,200 acres on the plan, along the southern boundary. But they refused to accept the proposed allotment; they wanted it elsewhere. Major Kemp then said, "I will keep this myself, and give you 1,200 acres further up"; and he accordingly marked off 1,200 acres nearer to the Horowhenua Lake. This was accepted, and Te Whatanui's descendants are in possession of it to this day. The tribe agreed to let Major Kemp retain the first 1,200 acres as his own, and the arrangement was confirmed by the Court.

Q. Are you aware that Section 14 was the land set apart?

A. It was not set apart for them, for they would not take it. It was offered and refused, They said they would prefer the other subdivision (No. 9), and Block No. 9 was granted to them accordingly. They are now in possession of that land, as I have already stated.

Q. You claim, between purchase and mortgage to own the whole of Subdivision No. 14 of the Horowhenua Block—1,200 acres?

A. Yes, the whole of it, containing 1,196 acres, for there had been 4 acres out out for road purposes. I must be allowed to give an explanation of this to the House. I took, first of all, a lease of the portion from the railway-line to the Papaitonga Lake, containing a little over 500 acres, Major Kemp promising to grant me a lease of the balance—on the other side of the railway-line—later on, as he was then arranging to give Mr. Peter Bartholomew the right to cut timber on it over a period of six years. Then I found that Mr. Peter Bartholomew had taken a lease of 100 acres for twenty-one years. I was determined that this sort of thing should go no further; so I got Major Kemp to give me a long lease covering the timber-cutting license, in order to secure to myself a twenty-one years' tenancy—that is to say, I got Kemp to give me a twenty-seven years' lease to take effect, so far as I was concerned, after the timber lease to Mr. Bartholomew had fallen in.

Q. Are you aware that when Horowhenua was subdivided in the first instance, Subdivision No. 14 was set aside to satisfy the claims of the Whatanui people?

A. Certainly not; as I have already stated, the proposal was considered, but not accepted.

Q. What interests have you acquired in this subdivision under the various headings of freehold, leasehold, and mortgage?

A. I have acquired, as freehold, two small areas of 8 acres and 4 acres respectively by purchase at £10 an acre; and by lease, having about nineteen years to run, all the rest of the block to the seaward of the railway; and by lease for twenty-one years, to take effect on the expiration of Mr. Bartholomew's lease for timber-cutting rights, the rest of the block, save Mr. Bartholomew's 100 acres: and then I have a charge over the whole to secure repayment of the £500 which I paid to Mr. Edwards.

Q. When and where did you make the last advance under the mortgage?

A. The last advance made under the mortgage was the payment made to Mr. Skerrett at the close of the Court of Appeal, the amount having been fixed by my friend Mr. Edwards. I handed Mr. Skerrett a cheque for fifty guineas, the receipt for which I will now produce. The receipt is as follows: "Received from Sir Walter Buller the sum of £52 10s., being the amount of my fee as junior counsel in the Horowhenua case in the Court of Appeal at Wellington.—C. P. SKERRETT. 19th July, 1895."

Q. Was this advance not made for the purpose of allowing one of the trustees to fight the other in the Court of law?

A. The £500 advanced to Mr. Edwards was to enable Major Kemp to test this question of law. Kemp said, in effect, "I am not an owner; I am only a trustee, and it is my duty to the tribe to do this. I desire to divest myself of the land, and give it back to them; but my co-trustee must do the same." He stripped himself of his title to the land, and gave it back to the tribe. Every penny of the costs came out of Major Kemp's pocket; although an order for costs has been made by the Supreme Court against Warena Hunia, if they can be recovered.

Q. Was the deed of mortgage duly passed by a Trust Commissioner under the Native Land Fraud Prevention Act?

A. Yes; it was passed by Judge Ward, after inquiry in open Court at Wanganui, Mr. Edwards conducting the case on my behalf.

Q. Was due notice given of the Trust Commissioner's inquiry by publication in the *Gazette* and *Kahiti* as required by the regulations?

A. I believe not; nor was that necessary under the amended rule of 1890. I have no control over the Trust Commissioner. I received notice, I think, two days afterwards that he had affixed his certificate to the deed. After this it was registered by me in Wellington under the Land Transfer Act.

Q. Was any public notice ever given, or any opportunity afforded to any person on the other side, to object to the issue of the Trust Commissioner's certificate?

A. I have no means of ascertaining that. It was done in open Court. Both sides of the Muaupoko Tribe were in Wanganui. Who of them were in Court I do not know. I was there when Mr. Edwards made the application—I was there the whole time, in fact.

Q. Is it not a fact that this certificate was obtained, and the registration effected, within two or three days of the passing of a Bill which would have prevented this being done?

A. I believe so. I believe there was a Bill within a week after this prohibiting dealings with Native lands all over the colony.

Otamakapua.

Q. Did you act for the Crown in connection with the Otamakapua No. 2 Block?

A. I did. I was then in practice. I was retained by the Government of which Mr. Sheehan was a member as counsel for the Crown, and for a period of about two years I appeared in the Native Land Court and conducted all the Crown cases. That was one of them.

Q. Were you acting also for the Natives in connection with the same block?

A. Not for the Natives, except as representing the Crown. I was not paid by them. One of the principal owners, Renata Kawepo, however, was a client of mine at all times. I merely advised in connection with the title, and conducted the case of the successful claimants in the Native Land Court, the Government paying my fees.

Q. Did you receive retainers or fees from both the Natives and the Government?

A. Certainly not. I would, however, qualify that. I got retainers whilst I was in practice to act for certain chiefs in all matters, but I never received any fee for conducting the Otamakapua case except from the Crown.

Q. Did you receive £7,000 odd from the Government to be paid to the Natives?

A. The amount imprested to Mr. Booth, the Land Purchase Commissioner, and myself was a very much larger amount. It was over £40,000, I think. Mr. Booth and I were joined in the imprest warrant. But the question may relate to an adjoining piece of land—the Waitapu Block—which was purchased by the Government immediately after Otamakapua had gone through the Court; and in that I believe I acted professionally for the Natives and not for the Crown. Of course, I am speaking of events which happened ten or twelve years ago.

Q. Were you paid by the Government ten guineas per day for conducting the purchase?

A. Not for conducting the purchase. I never received from my clients, European or Maori, as far as I am aware, during the whole time I was in practice, a larger fee or a smaller fee than ten guineas per diem for appearing in the Native Land Court, and I was paid by the Crown ten guineas per diem in that particular case. I appeared in Court as counsel for the Crown. I was sometimes in Court for three or four weeks at a stretch, and, whenever that occurred, I was paid ten guineas per diem, including Sundays. I remember the Auditor-General once raising the question of my being paid for Sundays, and my answer was that I worked just as hard on Sundays as on week-days, to say nothing of peril to the soul!

Q. When paying the money over to the Natives, did you deduct 2½ per cent.?

A. Certainly not.

Q. Did the Natives protest against such deduction?

A. Certainly not. I am speaking, of course, from memory. I have not the slightest recollection of anything of the sort.

Patetere.

Q. What retainer did you charge, and what fees per diem were you paid, in connection with the Patetere Blocks?

A. I received from the purchasers (the Patetere Company) ten guineas per diem for conducting the cases, and a general retainer of one hundred guineas on my brief, which I had in all large cases. From first to last I received from the directors of the Patetere Company about five thousand pounds. I may explain that I had to give up my time unreservedly on those occasions. It was a matter of absolute necessity. There could be no resting on the Sabbath whilst a case was proceeding. In all large cases I had a retainer of one hundred guineas on my brief. I had a retainer of that amount when I took up the Crown's work. Mr. Sheehan, as Native Minister, sent me that as a general retainer; and, in addition to that retainer, I always received a fee of ten guineas per diem whilst actually engaged on a case.

Q. Have you ever had a bill of costs in connection with Native lands amounting to £7,000, or thereabouts?

A. I do not think so. As far as I can remember, the largest bill of costs I ever had the pleasure of rendering was one against the Government for my services in the *Wake Maori* libel case in the Supreme Court. The bill of costs as first made up and rendered amounted to £2,500, or thereabouts. This was on the minimum scale as between solicitor and client. The Solicitor-General informed me that it was intended to tax the costs, and he accordingly allowed me to have the bill back for revision. In view of hostile taxation, I padded it with another

thousand pounds. About one thousand pounds was taxed off, after three days' taxing, so that I practically got the amount of my original claim.

Owhaoko-Oruamatua-Kaimanawa (301,000 acres).

Q. Were you engaged in the investigation of the Owhaoko and Kaimanawa Blocks?

A. I was not.

Q. Were you acting for Renata and those connected with him?

A. Not at the investigation; but I was acting for Renata Kawepo in getting an application for a rehearing of the Owhaoko Block withdrawn. That was the subject in regard to which Sir Robert Stout attacked me so unfairly when I was in England. With regard to that matter I afterwards put my defence in writing.

Q. Were they not the successful parties?

A. I do not exactly know. The rehearing came on after I had left the colony. I had nothing to do with the case.

Q. Was there not a rehearing applied for by the opposite party?

A. A rehearing was applied for by Topia Turoa, of Taupo, and five or six other Natives. Chief Judge Fenton pointed out that the signatures appeared to be all in the handwriting of one man. That turned out to be so, and I got the rehearing withdrawn by the same man, Hohepa Tamamutu, the letter of withdrawal being signed by Topia Turoa also.

Q. Did you not appear in the Court for this party to withdraw the application for the rehearing in favour of your previous clients?

A. I appeared in Court, having sent to the Chief Judge the application for withdrawal. At that particular time, if I recollect aright, professional men could not be heard in the Native Land Court. I was not allowed, therefore, to move for the dismissal of the case, but I was in Court, and had previously handed in to the Chief Judge myself the application for withdrawal.

Q. Did not the Natives for whom you appeared write to the Chief Judge denying your authority to act for them?

A. I believe they did. That is not an unusual thing for Natives to do.

Q. Is it true that Sir Robert Stout made the following remarks in a memorandum printed in the Appendices to the Journals of the House Vol. III., 1886, page 12:—

"Dr. Buller seems to have received from Topia Turoa and Hohepa Tamamutu a retainer in the matter of the rehearing. Why there was need of a retainer in a case which was withdrawn by them I cannot understand. The impropriety of a solicitor or counsel accepting a retainer from both sides I need not point out?"

A. I have no doubt that extract is correct, but, as I was able to satisfy Sir Robert Stout, there was no foundation for the allegation that I had received a fee from Topia. I went to Taupo by arrangement with Renata Kawepo, and I was paid by Mr. John Studholme. From him alone did I receive any fee in this matter. But I should like to have the memorandum which I wrote at the time imported into this case as part of my answer to the question. It is in the Appendices to the Journals, and it was laid on the table when my friend Sir Robert Stout was Premier. I should like, with the permission of the House, to read the whole of that memorandum in reply to Sir Robert Stout, and the correspondence relating to it, and that this should be taken as part of my reply to the question, because that was a charge seriously affecting my honour as a professional man. It pained me very much, and I was pleased that Sir Robert Stout was the first to come forward and admit that he had been misinformed. He made all the atonement in his power.

Q. Is it not true that in the same memorandum, printed in the same Appendix, Sir Robert Stout, as Attorney General, concludes as follows: "I do not care to comment upon the conduct of the various persons whose actions I have had to allude to in this memorandum. The facts are sufficient without comment. Let me only add that, if this case is a sample of what has been done under our Native Land Court administration, I am not surprised that many Natives decline to bring their lands before the Court. A more gross travesty of justice it has never been my fortune to consider.—ROBERT STOUT. Premier's office, Wellington, 18th May, 1886"?

A. I believe that is a correct quotation; but subsequently the statement was practically withdrawn by Sir Robert Stout—at any rate, so far as I was concerned.

Q. Does that refer to you, and, if so, why did you not challenge Sir Robert Stout to meet you in the law-courts?

A. It was a mistake made by the Premier, evidently on false information, and on receiving my explanation he immediately withdrew the statements complained of, and made every reparation in his power.

Q. How comes it you are satisfied with Sir Robert Stout's private letter as sufficient reparation for his public reflections on your conduct?

A. It was not merely a private letter. I would not accept a private letter from him or any other man as

sufficient reparation for a public attack. But Sir Robert Stout did everything in his power; he wrote, saying, "I will give the same publicity to your reply as to my own memorandum." He also expressed regret that he had been misled, and had made statements which reflected on my character and caused me a considerable amount of pain. With your permission, Sir, I will read the correspondence as part of my reply to this question.

Q. Perhaps the following question may be embodied in your reply: "Why did you not demand public retraction of his aspersions?"

A. Immediately on receiving a report of what he had stated in this House—or, rather, it was in the form of a memorandum laid on the table of the House—I wrote the following letter, which appears under the head of Paper G.-1 in the Appendices, Sess. I., Vol. II., 1887. [Read in full, and put in as Exhibit No. 3.]

Mr. Speaker.—Would any member like to put questions to Sir Walter Buller? *Mr. Collins* asks: "Block 14: Sir Walter Buller said he had acquired the freehold to a small section and leased all the rest of the block to the railway. Will he state the extent of the land acquired by lease, under what terms the lease was granted, what was at the time the value of the land per acre?"

A. The extent of the land acquired by the first lease is a little over 500 acres. When I took it up it was covered with heavy timber, and the rent for the whole term was fixed at 2s. 6d. an acre—the same that *Mr. Bartholomew* agreed to pay for the 100 acres on the opposite side of the railway-line.

Q. Under what terms was the lease granted?

A. For twenty-one years from the date of execution—from June, 1891, if I remember aright.

Q. What was, at the time, the value of the land per acre?

A. It is hard to say. I bought afterwards a strip of 45 acres of bush-land adjoining this, and partly cleared, for £4 per acre. This was part of the Waiwiri East Block, adjacent to Subdivision No. 14. I bought that about eighteen months after I had negotiated my lease with *Major Kemp*.

Mr. Speaker.—*Mr. Stevens* asks: If you acted, as is stated by you, for the whole of the Muaupoko Tribe, against whom did you act?

A. I said that I acted for the whole of the Muaupoko Tribe except *Warena Hunia* and a few others. I acted against *Warena Hunia*. He declared himself to be absolute owner instead of trustee, and what I asked of the Supreme Court was that he should be dismissed from the trust, and that the block of land which he claimed as his own should be declared to belong to the Muaupoko Tribe. I will read the retainer which I hold in my hand, and make it part of my answer. The retainer is dated 18th July, 1892, and is in the following terms: "*Re Horowhenua*: We hereby appoint Sir Walter Buller our solicitor in regard to the Horowhenua matter, and we hereby authorise him to take such steps as he may think fit for the assertion of our rights to the fifteen-thousand-acre block, or any other part of the Horowhenua Estate, whether by petition to Parliament or otherwise; and we hereby retain the said Sir Walter Buller to appear for us in the Supreme Court, or in the Native Land Court, or before any Commission or other tribunal in relation thereto. [The same is repeated in Maori.]—*MEIHA KEEPA TE RANGIHIWINUI* and sixty-eight others."

Q. Is not the Ngatipariri Hapu opposed to *Kemp's* action, and do you claim to be acting for that hapu at present?

A. There are Natives, I may explain, who claim to belong to several hapus. *Major Kemp*, for example, claims to belong to six tribes. The Ngatipariri proper are *Warena Hunia's* friends, and have not signed the retainer.

Q. Why did you say you were acting for the whole of the Muaupoko Tribe?

A. Well, I was acting in the interests of the whole tribe. I did not ask the Supreme Court to give back the 15,000 acres to the Muaupoko Tribe, excluding the Ngatipariri Hapu; I asked that the 15,000 acres should go back to the whole tribe, including that hapu. In that sense I represented the whole tribe. My retainer was signed by all of the hapus except Ngatipariri.

Q. Against whom did you prevent a wrong being done?

A. I was instrumental in preventing, with the aid of the Supreme Court, a great wrong being done to the Muaupoko Tribe as a whole, inasmuch as the tribal estate of 15,000 acres was vested by law in two men who were intended to be trustees, but who, in fact, were made owners. The wrong done was to the tribe who intended to appoint the chiefs as trustees, and found that by the operation of law they had made them absolute freeholders.

Q. Did not *Warena Hunia* repeatedly offer to give to the hapu, of which he was and is the head and chief, 3,700 acres upon which their houses and homes were situate?

A. I heard that such offers were made before I was connected with the block. *Warena Hunia* never made any offer to me. I never had any conversation with him on the subject; but I may state that when I first took a retainer for the tribe I intimated to *Major Kemp* that I would be no party to any compromise—that I would retire from the case altogether rather than countenance any compromise in a matter which, to my mind, involved a fraud. I stood out for the trust, and nothing short of the trust.

Mr. Speaker.—The next questions are by Mr. Pirani: The Minister of Lands said this morning that Sir Walter Buller had leased 510 acres of the Horowhenua Block at a peppercorn rental for a certain number of years, and at half the value of fair rentals for the remainder of the term. Is that correct, and, if so, what are the circumstances?

A. It is not correct. I leased for twenty-one years, and when I took the land it was covered with timber. I am paying, as I think, a fair rack-rent of 2s. 6d. an acre. It is as much, at any rate, as I was prepared to give.

Mr. Speaker.—Mr. Graham wishes to put this question: What was the name of the Solicitor-General who was good enough to return your bill of costs for the sum of £2,500 to enable you to "pad" it, so that you might receive the amount of the bill of costs as originally rendered by you?

A. I do not say that it was the Solicitor General personally, but the information came from the Solicitor-General's office. The bill was returned to me in order that I might reconsider the costs with a view to taxation. The costs first rendered were costs as between solicitor and client, and not a hostile bill. I was acting for the Crown, and had put everything in at a minimum.

Q. What was the date of the transaction?

A. About 1877. Sir Donald McLean was in office as Native Minister. I was retained for this case by Sir Donald McLean.

Mr. Speaker.—There is one question put into my hands I do not think relevant; it is with regard to the Imperial Institute.

Sir W. Buller.—Pray give me the opportunity, Sir, for I am only too anxious to answer that.

Mr. Speaker.—Oh, but it is my duty to interpose, and to prevent any question I do not think relevant.

Mr. Speaker.—Major Steward puts these questions: Does the lease of 510 acres held by you contain a covenant giving you the right of purchase?

A. Certainly not. I have to give up the place, buildings and all, at the end of the term, without consideration of any kind.

Mr. Speaker.—Then, I need not put the next question: If so, what is the price?

A. There is no right of purchase.

Mr. Speaker.—Mr. Heke puts this question: The Minister of Lands also stated this morning that Sir Walter Buller was connected with Te Waka land at Otaki. Will you give an explanation of your connection therewith?

A. I may state that I put through hundreds of titles in the Otaki district, chiefly small titles. It may be one of these. I cannot ear-mark it, but, if the Minister will give me some hint as to what it is, I shall be glad to give any information.

Mr. Speaker.—Mr. Carroll asks: Was not the Horowhenua Block 14 set apart by the tribe, and put in the name of Major Kemp for the Whatanui family?

A. It was first of all cut off by Major Kemp and offered to the descendants of Te Whatanui, but they refused to accept it. Major Kemp gave them another selection, and it was agreed that he should keep this as his own allotment.

Q. Did not the Whatanui family elect to take another block in place of the one set apart?

A. They did. They indicated where they would have it, and it was allotted to them accordingly. They have been fighting amongst themselves about its division ever since.

Q. When the Whatanui family accepted another block in place of Block 14, why was not Block 14 returned to the people?

A. Because the people agreed that this should be Major Kemp's allotment. Judge Wilson stated that in the Supreme Court at Wanganui during the recent action.

Q. If you knew it was a tribal gift to the Whatanui family, why did you not, acting for the tribe, endeavour to get a trust declared in their favour?

A. This was not the tribal gift. They elected to take another 1,200 acres, in respect of which I had no concern whatever.

Mr. Speaker.—A copy of the lease has been put in my hands. Is this true: One peppercorn for six years, and £64 a year for the rest of the term, payable half-yearly, in advance—£32 on the 20th day of May and £32 on the 20th day of November of each year throughout the last twenty-one years of the said term?

A. That is quite right. That relates to the portion of the block eastward of the railway-line. At the time the lease was granted to me Mr. Bartholomew's timber lease had six years to run. I therefore took the lease for twenty-seven years, agreeing to pay only a peppercorn for the six years during which Mr. Bartholomew's timber lease had to run, and to pay the rack-rent as soon as I came into possession—that is to say, for a term of twenty-one years. I also agreed to pay the accumulated back rates, and I did so before I registered the lease.

EXHIBIT No. 1.

Correspondence between Sir Walter Buller, K.C.M.G., and the Hon. the Premier.

Wellington,

26th October, 1895.

SIR,—This morning's *New Zealand Times* contains a report of proceedings in the House last night in connection with the Horowhenua Block Bill, in which the following statement occurs:—

"The Horowhenua Block.

"During the consideration of the Horowhenua Block Bill last evening the proceedings became rather heated. Mr. Bell waxed wroth at what he considered an attempt by the Government to override the decision of the Supreme Court by Act of Parliament. It was a scandal and a shame, he said, in the course of his remarks, that this should be done, and by a Bill that it was attempted to smuggle through in the dying hours of the session. The Minister in charge of the Bill (the Hon. J. McKenzie), with equal warmth, retorted that it was a scandal and a shame, but not upon the Government. Since he had been a Minister he had come across some disgraceful dealings, but none to equal those in connection with this block. Sir Walter Buller was a man knighted by Her Majesty, presumably for good conduct, and who ought to be in gaol for his dealings with the Natives. He had assisted Major Kemp to rob the Natives by getting them to sell parcels of land and with the money fighting each other through the legal profession, Inquiry was needed into the dealings in connection with the block, and it would be found that all he had said was borne out by the facts."

I am informed by members who were present that this report is a correct one of what took place. I desire, therefore, to ask you, as the head of the Government, whether Mr. McKenzie's remarks have the authority or approval of yourself or your colleagues?

In order to put on record at the earliest possible moment my refutation of these slanderous statements, I beg to state,—

- That I have not been a party, either directly or indirectly, to any of the sales by the Natives of their parcels of land in the Horowhenua Block.
- That the only sale in which I have been personally concerned was a sale by Major Kemp to myself of two detached pieces of land, containing 8 acres and 4 acres respectively, being part of Horowhenua 14, adjoining my own property, and for which I paid the full price of £10 an acre.
- That, to enable Major Kemp to test the Horowhenua question in the Supreme Court, I advanced to him, in October, 1894, from my own pocket, a sum of £500, and took by way of security a mortgage of his own parcel in the Horowhenua Block. The whole of this money was applied to the payment of the costs of the suit.
- That the decision of the Supreme Court, confirmed afterwards by the Court of Appeal, established in every particular my contention as to the title, and had the effect of restoring to the Muaupoko Tribe the lands of which they had been unjustly deprived.

I shall be glad to have a reply from you to this letter as early as possible; and in the meantime I am forwarding, for your information, copy of a letter I have addressed to the Minister of Lands.

—I have, &c.,
WALTER L. BULLER.
The Hon. the Premier,

Wellington.

Enclosure.

Wellington,

26th October, 1895.

SIR,—With reference to your slanderous statements concerning myself, on the third reading of the

Horowhenua Block Bill, I hereby invite you to repeat them in some way not covered by your parliamentary privilege, in order that I may have an opportunity of justifying myself and falsifying your statements.—I have, &c.,

WALTER L. BULLER.
The Hon. John McKenzie,
Minister of Lands,

Wellington.

Premier's Office, Wellington,

26th October, 1895.

DEAR SIR,—I am in receipt of your letter of this day's date, containing a report of the proceedings in the House last evening in connection with the Horowhenua Block Bill. I was not in the House at the time when either Mr. Bell or my colleague spoke. Subsequently further heated debate took place, and, being then present, I took the opportunity of stating that I deprecated personalities and the use of strong language when dealing with public questions.

If the report furnished is correct, Mr. Bell was evidently the aggressor, and he used terms which were out of place and unwarranted, for there is nothing in the Bill of either a scandalous or shameful character.

I can only reiterate to you that which I stated in the House—namely, that I at all times deprecate personalities, and consider that sound arguments and temperate language carry most weight in promoting the subject-matter in debate.

It was, therefore, quite unnecessary for you to ask me whether the remarks made had the authority or approval of myself and colleagues, for your personal knowledge of my colleague, Mr. McKenzie, must lead you to the conclusion that he is the last man in the universe who would ask his colleagues for authority as to what he was to say, or for approval or otherwise of what he had said.

In conclusion, whilst deeply regretting what has taken place, I must at the same time, for reasons which you will, on reflection, appreciate, very respectfully decline to be drawn into the quarrel. Mr. Bell's somewhat intemperate language may cause you with great force to exclaim, "Save me from my friends," for it was owing to the provocation given, I feel sure, that my colleague, in his place in the House, used the language which you have brought under my notice.—I am, &c.,

R. J. SEDDON.
Sir Walter L. Butler, K.C.M.G.,

Wellington.

Wellington, Sunday morning,

27th October, 1895.

DEAR SIR,—I have to thank you for your letter of yesterday, expressing regret for what took place in the House during the debate on the Horowhenua Block Bill. Allow me, however, to point out that this is not a mere question of "personalities," but of a brutal and cowardly attack of the worst possible description. To borrow his own language, your colleague struck at me from behind a hedge. Taking advantage of his position as a Minister, and under shelter of his parliamentary privilege, he did not hesitate to impugn my honour, to impute unworthy motives, and to assail my private character in the most reckless manner, and in language coarse and scurrilous.

I declare that there is not a particle of foundation for the serious accusations which Mr. McKenzie has made in relation to my dealings with the Horowhenua Block. Your colleague says he can prove his words; then, let him do it—not before a "Royal Commission" of his own creation, but in the Supreme Court of the land, and before a jury of our countrymen. That is where I claim my right to meet my traducer, face to face, notwithstanding his insulting suggestion, "What was wanted was a Royal Commission, which Sir Walter Buller could not get round, and which his money could not purchase."

Mr. McKenzie may not wish to try conclusions with me in open Court, but I shall perhaps find means of compelling him to do so. In the meantime I have written to the Hon. the Speaker craving permission to be heard in my own defence at the bar of the House.

—I am, &c.,
W. L. BULLER
The Hon. the Premier, &c.,

Wellington.

Premier's Office, Wellington, Sunday evening,

27th October, 1895.

SIR,—I have the honour to acknowledge the receipt of your letter of this morning. In my letter to you of yesterday I informed you that I absolutely refused to be drawn into the quarrel and I also object very much to be used as the vehicle through which my colleague is to be attacked.

The relationship between you and myself has been of a friendly character, and, this being the case, I am surprised that you should endeavour to place me in a false position. I therefore decline to be drawn into a controversy with you in connection with this matter.

—Yours faithfully,
R. J. SEDDON
Sir Walter L. Buller, K.C.M.G.,

Wellington.

EXHIBIT No. 2.

Deed of Release and Discharge, dated 19th Day of October, 1892.

(The Muaupoko people to Major Kemp, Te Rangihwinui.)

To all to whom these presents shall come: the undersigned parties hereto, being members of the Muaupoko Tribe, residing at or near to Horowhenua, in the Provincial District of Wellington, send greeting:

Whereas on the tenth day of April, one thousand eight hundred and seventy-three, a certificate of title under the seventeenth section of "The Native Lands Act, 1867," was issued by the Native Land Court for the Horowhenua Block, containing fifty-two thousand acres of land, and situate on the west coast of the Wellington Provincial District aforesaid, in the name of Keepa Te Rangihwinui, the names of other persons to the number of one hundred and forty or thereabouts being registered on the books of the Native Land Court as owners according to Native custom and indorsed accordingly on the said certificate of title, pursuant to the said seventeenth section of the Act of 1867: And whereas the said Keepa Te Rangihwinui, as such certificated owner was in law and in fact a trustee for the registered owners, and liable to account to them for all rents and profits received by him for or on account of the said Horowhenua Block, or any part thereof: And whereas, as a matter of fact, the said Keepa Te Rangihwinui did demise and lease, by deed, to one Hector Macdonald a portion of the said land for a period of fifteen years, at the rack-rent therein named, receiving as such trustee the annual rents reserved by the said deed of lease, accounting for the same and paying the money over to the registered owners from time to time, but taking no receipts or discharges in writing, such precautions being unusual and deemed unnecessary between chiefs and the tribes they represent: And whereas with the consent of the said registered owners certain deductions from the said rents were agreed to and made from time to time on account of professional and other costs incurred by the said Keepa Te Rangihwinui: And whereas the said Keepa Te Rangihwinui, in his capacity of a paramount Native thief, having in view the securing of certain benefits and rights to the Maori people under his immediate influence and control, and acting throughout under legal advice, incurred a heavy liability to Messrs. Sievwright and Stout for solicitors' costs and for moneys paid away to licensed interpreters and otherwise: And whereas the said Keepa Te Rangihwinui, acting to behalf of the said registered owners, negotiated a sale to the Government of a portion or portions of the said Horowhenua Block, and then or afterwards duly received from the officers of the Crown the purchase-money agreed to be paid in respect thereof: And whereas a subdivision of the said Horowhenua Block was made by the Native Land

Court is the year one thousand eight hundred and eighty-six: And whereas on the occasion of such subdivision a portion of the said block containing eight hundred acres was, by the general consent of the owners, vested in the said Keepa Te Rangihwinui for the purpose of enabling him to settle the before-mentioned claim of Messrs. Sievwright and Stout: And whereas another portion of the said block was vested in the said Keepa Te Rangihwinui for sale to the Government for the purpose of giving final effect to the negotiations for sale hereinafter referred to: And whereas all the said dispositions, applications, and appropriations were made with the full knowledge and consent of the said registered owners: And whereas the moneys which came to the hands of the said Keepa Te Rangihwinui, by virtue or in respect of his representative position, and in pursuance of the hereinbefore mentioned arrangements, have been expended and applied in the manner at first intended or subsequently approved by the said registered owners: And whereas the said parties hereto are perfectly satisfied with the disposition, application, division, and distribution by the said Keepa Te Rangihwinui of all such trust moneys and other moneys as aforesaid, and also with the management and disposition of the said trust estates and every part thereof: And whereas the said parties hereto acknowledge and admit that such division and distribution is in full satisfaction of their respective shares and interests therein as originally secured by the said voluntary agreement of the tenth day of April, one thousand eight hundred and seventy-three, or as modified by the subsequent agreement or agreements entered into by the parties on the division and apportionment of the said lands in 1886: And whereas it has been agreed to give unto the said Keepa Te Rangihwinui a release and discharge for the same: Now, these presents witness that, in pursuance of the said agreement, and in consideration of the various payments and dispositions made as aforesaid and of other the premises, the said parties hereto do and each of them doth hereby absolutely release and for ever discharge the said Keepa Te Rangihwinui, his heirs, executors, and administrators, from the rents and profits, Government payments, and other moneys hereinbefore referred to, and all other the trust estate and premises and the interest or income thereof and every part thereof respectively, and from all actions, proceedings, claims, and demands in relation thereto or otherwise under the said hereinbefore-mentioned trusts or any of them, or for or in respect of anything relating to the premises: And these presents also witness that in pursuance of the said agreement, and in consideration of the promises, the said parties hereto do hereby jointly, and each of them doth hereby severally, covenant with the said Keepa Te Rangihwinui, his executors and administrators, that they the covenanting parties, and each and every of them, their and every of their heirs executors and administrators, will at all times hereafter keep indemnified the said Keepa Te Rangihwinui, his heirs, executors, and administrators, from all actions, proceedings, claims, and demands on the part of any person or persons rightfully claiming through or by or on account of the said parties hereto or any of them: Provided always, and it is hereby agreed and declared, that, save as to back rents and profits and payments, the release herein contained shall not extend to or affect in any way any share or shares of or belonging in law or in equity to the said parties hereto or any of them in the block of land known as "Horowhenua Subdivision Eleven," containing fourteen thousand nine hundred and seventy-five (14,975) acres, being a part of the said before-mentioned block of fifty-two thousand (52,000) acres, and vested, or intended so to be, by general consent of the said registered owners in the said Keepa Te Rangihwinui and Warena Hunia in trust for the Muaupoko Tribe.

In witness whereof the undersigned members of the said tribe have hereunto set their names this nineteenth day of October, one thousand eight hundred and ninety-two.

IHAIA TAUEKI

(his x mark).

And sixty others.

NOTE.—Statement in Maori indorsed and certified to by Mr. Hector Macdonald, licensed interpreter; and all the signatures attested in due form by a Magistrate.

EXHIBIT No. 3.

*Correspondence between Sir Walter Buller K.C.M.G., and Sir Robert Stout, K.C.M.G.
(Dr. Buller to the Premier.)*

52, Stanhope Gardens, Queen's Gate, London, S.W.,

1st November, 1886.

SIR,—I have the honour to forward herewith my statement in regard to the Owhaoko matter, which was referred to a Select Committee of the House of Representatives last session, and formed the subject of a report

in which my name is mentioned.

I have to request that you will lay this statement on the table of the House at the commencement of next session, and that you will, as a common act of justice to myself, give it the same publicity as was accorded to the paper which contained the unmerited reflections.

—I have, &c.,

W. L. BULLER.

The Hon. the Premier,

Wellington, New Zealand.

Enclosure.

(*Dr. Buller's Statement re Owhaoko.*)

I have seen Sir Robert Stout's memorandum of the 18th May last, also the report of the Select Committee, and the evidence upon which it is based. Whilst entirely exonerating Judge Fenton, the report adds: "Several serious charges have been made against Dr. Buller in the course of the inquiry, as to which, that gentleman being absent and unrepresented, the Committee offer no opinion." After careful perusal of all the papers I find that these "charges" resolve themselves into three. I shall take them in the order in which they arise.

1. The first and most offensive of these is a direct accusation of falsehood brought by Mr. Fenton himself. I quote from the printed evidence (page 3):—

"Mr. Bell: Go on to Dr. Buller's telegram of the 26th July, which is as follows: 'Wellington, 24th July, 1880.—Re Owhaoko. Please inform me by telegram of the names of the applicants for rehearing. The case has been adjourned sine die, and Mr. Fenton has advised Studholme to make terms with a view to withdrawal.—W. L. BULLER.—A. J. Dickey, Esq., Native Land Court Auckland.' I call your attention to the last words—that is, 'Mr. Fenton' to the end. I ask you what you say to that?"

"Mr. Fenton: I say this: that this is almost the only point—I will not say altogether, but it is the feature in this paper which I have a distinct recollection of. I remember it for this reason: that I saw this telegram months afterwards, in Auckland, when looking over the files for some other purpose, and I was very much annoyed at this—not so much that I should have minded making a suggestion to Mr. Studholme or any one else if I could fix up a quarrel; but because in this case I had not done so, and I thought it was an impertinence on the part of Dr. Buller, and I think so still."

"Sir R. Stout (page 5): I do not wish to jump at conclusions, as Mr. Fenton may have excuses to offer to my satisfaction. For instance, he says to-day Dr. Buller's statement in the telegram to Mr. Dickey is untrue. I assumed in my memorandum that what Dr. Buller said was true; but Mr. Fenton says it is not true. I have no prejudice or bias in the matter, and if Mr. Fenton can explain other things in the same way I shall be the first to acknowledge it. He says Dr. Buller stated what was untrue, and I shall believe him, and shall assume that Dr. Buller has wired to the Clerk of the Native Land Court an untruth."

The accusation here is clear and distinct; and Mr. Bell, in his address to the Committee, as Mr. Fenton's counsel (page 74), thus [*unclear: apo*] getically refers to what had occurred: "*[unclear: T]* writer of the memorandum knew that Dr. Buller was absent from the colony; and the comment upon this telegram drove us into what has been a very unpleasant position—the contradiction of statements made by an absent man, who is not here to meet that contradiction."

The above evidence was given by Mr. Fenton on the 1st July. Seven days later—being still in attendance before the Committee—he [*unclear: wro*] (on the 8th July) a remarkable letter to Mr. Studholme (then in London), which is now in my possession. In this letter he says, "My object in writing to you is simply this: Don't you or Buller write or say anything to any body at present. I am doing the best I can for all of us, and you or B. might take a line which would destroy everything, and be extremely disastrous. You know Buller's impetuosity, and how he might be writing something which would put all the fat in the fire. Pray see him at once, and tell him to write nothing. I can see what is best much better than you or he can, away from the place. So pray take some trouble in insisting that nothing shall be said or written by either of you. Conflict would be destruction. I think there is a disposition to protect the European interests. Stout, however, is mad on the subject of the Natives. You will understand, I hope, the importance of silence, at present, on the part of yourself and Buller."

Now, what does all this mean? I confess I cannot see that the silence so strictly enjoined was of "importance" to any one but Mr. Fenton himself. If the Committee had adopted Sir Robert Stout's suggestion to cable to me, "Is statement of 26th July true?" they would have received an immediate rejoinder in the

affirmative, and there would then have been introduced into the evidence the "conflict" which Mr. Fenton so strongly deprecates. As it was, however, his evidence stood uncontradicted. He was exonerated, and the stigma of an alleged falsehood left upon me. Sir Robert Stout (page 8) says, "It was on the assumption that Dr. Buller's telegram was correct that I made that comment"; and Mr. Bell replies, "Yes, I suppose that is so—I accept that," being apparently only too ready to save his client at my expense.

Whilst vindicating me from the imputation of unprofessional conduct, as Mr. Fenton was of course bound to do, he formulates himself an odious charge never even suggested in Sir Robert Stout's memorandum; and this is what he calls "doing the best I can for all of us."

I would have been prepared at any time to give a circumstantial account of the whole matter, so far as I was concerned, and I am utterly at a loss to understand Mr. Fenton's dread of my "writing something that would put all the fat in the fire."

After receiving Mr. Fenton's printed evidence I appealed to Mr. Studholme for a verification of my telegram of the 26th July, 1880. I append my letter and his reply. It is perhaps only natural that, in the face of Mr. Fenton's emphatic denial, Mr. Studholme should, after a lapse of six years, hesitate about being "quite positive." But when Sir Robert Stout's memorandum arrived in London, some three months ago, I read it over with Mr. Studholme, and [unclear: he] not then take any exception to the accuracy of my statement in the telegram,

My own recollection of the matter is quite distinct; and had not such a communication been made to me by Mr. Studholme it would have been quite impossible for me to send the telegram in question. This I did in perfect good-faith, giving it as a reason why Mr. Dickey should supply the information asked for. Had I thought the statement untrue, this is about the last thing I should have done, knowing, as I did, that my telegram would sooner or later come under Mr. Fenton's eye. It seems to me the more likely that such advice was given by Mr. Fenton to Mr. Studholme, because he says himself there was no impropriety in his doing so. His counsel, Mr. Bell, states it thus (page 54: "Mr. Fenton positively denies that he did give the advice which he is stated to have given by Dr. Buller's telegram of the 26th July, 1880, though he says frankly that he sees nothing improper in the course which is attributed to him by Dr. Buller, and that he should not consider it improper to advise litigants in his Court to see if they could not make terms among themselves."

Coupled with the suggestion as to making terms, there was (as I was informed) the assurance of Mr. Fenton—without which I would never have put my client to the cost of a special trip to Taupo—that, if the "signatures" proved to be in the handwriting of one and the same person, he would recognise the same authority for withdrawal. Mr. Studholme does remember Mr. Fenton telling him this. There must, therefore, have been a conference or meeting between these gentlemen, although Mr. Fenton appears to have quite forgotten it, and now denies it altogether.

Mr. Fenton says (page 3) that he did not see my telegram for several months, and that when he did he was "very much annoyed." But he admits having left it on the official file without noting any contradiction or making any remark upon it. This is somewhat remarkable, because Mr. Fenton states that it was his invariable habit to minute every telegram and paper which came before him in his executive capacity. It is more remarkable still that, although I was in frequent communication with him for five years afterwards and on terms of friendship up to the time of my leaving the colony, he never mentioned the subject to me, or hinted in the remotest way that he believed me guilty of this deception.

Even Sir Robert Stout, in his second memorandum, commenting on the evidence (page 820, says, "Mr. Fenton saw that telegram on a file of the Native Land Court, and, though he considered the telegram impertinent, he took no means to do as Mr. Stewart suggested, to minute it as untrue, nor to complain to Dr. Bailer of his conduct in sending a telegram to the Clerk of the Native Land Court that was incorrect."

It may be objected that I ought not in this statement to have made use of Mr. Fenton's letter of the 8th July. It was sent to me by Mr. Studholme without any restriction, and it is not marked "Private"; but, even if it had been, I think I should have felt justified in using it in order to repel an accusation of falsehood.

2. The next charge is one made by a Native witness, Hiraka Te Rango, who, however, frankly admits that it is mere hearsay. He states that I induced the applicants to withdraw by paying a sum of £50 to Topia Turoa, and sums of £5 each to others. He honestly adds that I denied to him at the time having paid any money. In reference to this, I think it is only necessary to say that I did not pay, or promise to pay, a single shilling to any of the Natives who signed the withdrawal.

3. The third charge is one rather of implication than direct accusation in Sir Robert Stout's memorandum of the 18th May, 1886. He says (at page 14), "The impropriety of a solicitor or counsel accepting a retainer from both sides I need not point out." And again (at page 20), "I may further remark that, if the Native Land Court assumed that Dr. Buller was acting for Topia Turoa and Hohepa Tamamutu, then they knew a barrister or solicitor was appearing for what was practically both plaintiff and defendant. I do not know whether this practice, condemned in all Courts in all civilised countries, has been usual in the Native Land Court. Further, it

is plain that Dr. Buller was the Messrs. Studholme's solicitor as well."

The effect, as against myself, of these wholly unmerited remarks is thus epitomized in one of the local papers: "Thrice happy Dr. Buller, to be trebly retained and three times paid."

Although this memorandum impugned by implication my professional honour, Sir Robert Stout had not the courtesy to send me a copy. The Hon. Mr. Mantell kindly did so, with the characteristic note, "Fair-play requires that you should see this *quamprimum*."

Now, stated shortly, the facts were these:—

- As Sir Robert Stout and every one else concerned appeared to have assumed, I had been for several years acting as Renata Kawepo's solicitor. The negotiation of the Owhaoko lease, however, and the completion of Mr. Studholme's title, were long prior to my being retained by Renata, and were matters in which I was in no way concerned.
- At the time of the events forming the subject of Sir Robert Stout's comments, I was also Topia Turoa's solicitor, having some time previously received from him at Murimotu, a handsome retainer in money, together with the tribal club "Tumore," which is still in my possession.
- So far as I am aware, Renata and Topia had not been, up to that time, in any way opposed to each other.
- When the notice of rehearing appeared, Mr. John Studholme came to my office and instructed me to protect his interests as Renata's lessee; and I agreed to do my best to assist him, without making any stipulation as to costs or who should pay them.
- After obtaining exact information as to what Natives were associated with Topia in the application, I proceeded to Napier to confer with Renata. It appeared to me that Topia was being made the "catspaw" of the Patea people, for I could not see what possible interest he or his tribe could set up in Owhaoko. Adopting my view of the case, Renata wrote a letter to Topia Turoa, in which he appealed to their long friendship and to their common interests, and urged him not to play into the hands of the enemy, but to withdraw the application for rehearing.
- Armed with this letter I went to Taupo. Immediately on its perusal Topia agreed to with-draw. He said he had been led unwittingly into making the application, but that he was now determined to make common cause with Renata Kawepo. Hohepa was then sent for, and, on this being explained to him by Topia, he entirely concurred, and joined him in signing the withdrawal. He said that the other names had been put to the paper by himself, and he would now sign them again; and this was accordingly done. Mr. R. T. Warren, who has some knowledge of Maori, was present throughout the whole of the interview.
- My costs in this matter were paid by Mr. Studholme, with the knowledge and consent of Renata and Topia, who paid me nothing.

Now as to what afterwards took place in Court.

Both Sir Robert Stout and Mr. Bell appear to have agreed that on this point Mr. Fenton was in a fog, Mr. Bell remarking, "I confess it seems to me a perfect muddle, and I did not understand Mr. Fenton's evidence on this point." Both Mr. Fenton's recollection and his notes are at fault as to the retainer having been handed in by me on the second day. The newspaper report is right. The retainer by Topia and Hohepa was produced on the first day of sitting, which took place in the old Council Chamber. The next day's sitting was held in the Supreme Courthouse, and it would appear that Mr. Fenton did not make a note of the retainer till then.

Mr. Bell seems to have had a clearer comprehension of what took place than either Sir R. Stout or Mr. Fenton. He says, in his address, "What did happen was this—and any one can see that this is the fact: Dr. Buller appeared for Topia and Hohepa, and put in an application for withdrawal; then, the next day, he appeared for Renata, and asked the Court to affirm the original order." That is exactly what did occur. But, even on Sir Robert Stout's assumption that I was appearing at one and the same time for Renata and Topia, Mr. Fenton, on being asked whether he would have allowed it, said (page 49), "I should in this case, because I do not think they were diverse claimants after Hohepa had withdrawn his claim. I did not think they were on opposite sides."

W. L. BULLER.

52, Stanhope Gardens, London,

1st November, 1886.

(Appendix.)

London,

16th October, 1886

MY DEAR STUDHOLME,—*Re Owhaoko*: As I am anxious to be strictly accurate in my statement of facts, I mention here those to which you can speak, and shall be glad to have this note returned with a line from you upon it, verifying its contents so far as you are concerned.

In the month of July, 1880, you informed me that you had seen Mr. Fenton *re* the advertised rehearing of Owhaoko, and that he had advised you to come to terms with the applicants, with a view to withdrawal; further, that he had suggested the possibility of all the signatures to the application having been written by one person (as is customary with the Maoris), in which case he would recognise the same authority for withdrawing the application. You then instructed me to do what was necessary to protect your interests as lessee. In consequence of what you had told I sent to Mr. Dickey the telegram of the 26th July, mentioned in Sir Robert Stout's memorandum. I also went to the Native Office and obtained a facsimile of the application, from which it was perfectly clear that all the signatures (except perhaps Topia's) were in the handwriting of Hohepa Tamamutu, of which fact I informed you at the time. In the following October I went to Taupo, accompanied by your agent, Mr. R. T. Warren, and on my return to Napier brought with me a document signed by Topia and Hohepa, withdrawing the application for rehearing, without your having to make any payment to the Natives, or to enter into any compromise in relation to the case. Some time afterwards you paid my professional fee for this business, without making it a charge against your Native landlords, or endeavouring to recover it from Renata and Topia.

—I have, &c.,
W. L. BULLER.

My memory is not quite clear as to Mr. Fenton having recommended me to come to terms with the Natives for the withdrawal. I have underlined the part I am not quite positive about. I can vouch for the complete accuracy of all the rest of your statements in this letter.

JOHN STUDHOLME.

23rd October, 1896.

The Premier to Sir W. L. Buller, K.C.M.G. Wellington,

30th December, 1886.

SIR,—I have been directed by the Hon. the Premier to acknowledge the receipt of your letter of the 1st November, forwarding your statement in regard to the Owhaoko matter, which was referred to a Select Committee of the House of Representatives last session.

I am desired by the Premier to say that he will have much pleasure in presenting the statement to the House at the next session, as requested, and, so far as he can do, will obtain for it as wide a publicity as was given to his memorandum on the subject.—I have, &c.,

ALEX WILLIS
Sir W. L. Buller, K.C.M.G., 52, Stanhope

Gardens, Queen's Gate, London, S.W.

Comments and Opinions of the Press.

The Breach of Privilege.

[CONDENSED NEWSPAPER NARRATIVE OF PROCEEDINGS.

(From the *New Zealand Times* and the *Wairarapa Observer*.)

The excitement in the House and City over the question of Privilege culminated at 7.30 p.m., when the House resumed, and the galleries were densely packed to hear Sir Walter Buller on his defence. It resembled a popular Budget night, all the galleries being crowded to their furthest corners, the total number present, including the occupants of the Ladies' Gallery, which was closely packed, being upwards of 800.

It is a tremendous scene. The House itself is full, every member in his place. Every eye is on the Bar of the House. There it is—a yellow line shining bright across the gangway—and behind it is a man, with a bundle of papers beside him. It is Sir Walter Buller repelling the charges made against him; on him it is that every eye is turned; on his words every ear waits. Deep silence reigns throughout the Chamber; silence in company with the voice of him who is defending himself. He first expresses regret for having unwittingly committed a breach of privilege, and pleads the provocation he has received. He makes it clear that he denies *in toto* the allegations and accusations made against him; and his voice shudders as he repeats the opprobrious terms applied to him by the Minister of Lands. This exordium having cleared the ground, Sir Walter recounts the story of the Horowhenua Block, from the time of his becoming connected with it, and he goes quickly through till he reaches the final judgment of the Court of Appeal. "That judgment, Sir, placed the native owners back on their ancestral property. That was my only object; I was the cause of its successful attainment." he goes thence into the other charges. He takes his Whole history in his hand. Enormous business has gone through his hands. "I defy any man to lay a finger on a single transaction unbecoming a professional man or a gentleman."

Sir Walter's speech lasted just an hour, and was listened to with rapt attention; and, leaning composedly against the bar, he then asked to be subjected to an examination on any points not made clear. A scorching cross-examination ensued, chiefly by questions from the Minister of Lands through the medium of the Speaker, a few from Mr. Carroll, and one or two from other members. It was here Sir Walter came through the ordeal triumphantly.

The first question Sir Walter answers with accurate knowledge and full detail. The second question he answers as fully, and in argumentative fashion. The third, fourth, and fifth he answers promptly—names, dates, acreages, all arranged in his mind—speaking easily and with great self-possession and politeness. In his answer to the question as to Major Kemp's position, his voice rises to fighting ring. Getting from Horowhenua to the other Blocks, the Speaker pronounces the names, and Sir Walter corrects him firmly. Question and answer come quickly, and so on to the end.

Every question was answered promptly and clearly, facts, figures, and dates being given without hesitation. The Minister had apparently kept his strongest trump card for the last trick. He placed a copy of the lease of 510 acres in the Speaker's hands, and Sir Walter was asked—"Do you not hold this land at a peppercorn rent for six years, and after that at £64 per annum?" Then came the answer—full, clear, and conclusive; and this answer demolished the whole fabric of Mr. McKenzie's allegations. When Sir Walter had finished and retired, it was felt by all that he had completely cleared himself. His accuser had sat throughout with his chin on his chest, looking as if he wished the earth to open and swallow him up, and it was generally expected that he would apologise. The Premier rose, and putting on a melodramatic air, commenced thus:—"After such a punishment, which will deter anyone from committing such an offence again"—and was greeted with a chorus of "Ohs." He then preached a homily on the rights of members to liberty of speech, and concluded by moving "That Sir Walter Buller, having made his explanation and expressed his regret, this House will not move further in the matter." Sir Robert Stout at once rose and said he thought the Minister of Lands ought to express regret for what he had said, and so preserve the dignity of the House. Mr. McKenzie said: "I do not intend to express regret. I repeat that he got a lease at a peppercorn rent, and I refuse to withdraw anything I said." He maintained (amid cries of dissent) that every word he had uttered had been proved by Sir Walter Buller's defence, and that he had nothing therefore to apologise for. He said the matter of that mortgage alone was full proof of the charges (cries of "Oh!"). This boorish and obstinate refusal to make any atonement produced a very unfavourable impression on the House and galleries.

Mr. Bell said that he had intended to ask the House to add to the motion that Sir Walter Buller had entirely cleared his character, but after the remarks of the Minister of Lands, who would block the vote, he did not dare to ask the House to pass the right resolution. He regretted that the House was suffering from a greater wrong within itself, which was nothing less than a disgrace to it.

Mr. G. W. Russell, who characterised the defence as noble, said that the Minister's charges against Sir

Walter Buller had simply melted away before that gentleman's explanation: that, he believed, would be the opinion of nearly every member of the House on calm reflection. He felt that the Minister ought to take back his words.

Mr. Hoani Heke said he had been more than satisfied with the explanation. He considered that Sir Walter Buller had entirely cleared his character, and the House should say so.

Mr. Pirani said he had begun to listen to Sir Walter with adverse bias and had been converted fully by his complete defence on every point.

Mr. G. J. Smith and Mr. Earnshaw (who had spoken on the Minister's side in the fore-noon) declared that Sir Walter had, by his defence at the bar, cleared himself completely.

The Premier reminded the House that he had not asked them to go any further. He made a great point of not desiring to punish Sir Walter, as he had expressed regret to the House for having committed an unintentional breach of privilege. Mr. Seddon repeated this, as though he were showing great consideration for Sir Walter Buller, and seemed rather taken aback when one of his most consistent supporters (Mr. Maslin) shouted out that the "punishment" should go the other way. The Premier, continuing, said that there was one statement made by Sir Walter Buller, at the bar of the House, to which he might have taken exception, namely, that, under similar circumstances, he would do the same thing again; but as that remark was probably uttered in the excitement of the moment, he would not ask the House to take any further notice of it. Sir Walter Buller having expressed regret at having committed such a grave breach of privilege (exclamations of derision), he did not think it was his duty to proceed any further. He therefore moved to that effect, and the motion was agreed to on the voices.

Sir Walter Buller having again been brought to the bar of the House, the motion was communicated to him by the Speaker, who concluded thus:—"You are therefore discharged from further attendance on this House." Sir Walter then bowed and retired.

This brought to a close the most dramatic and sensational incident of the session. The debate altogether occupied from eleven o'clock in the morning till half-past nine at night, to the exclusion of all other business; and Ministers fell in the estimation of the Wellington people more over this affair than in all the manifold sins of the past.

Evening Post.

Wednesday, October 30, 1895.

The Triumph of Truth.

ALTHOUGH, as we pointed out yesterday, the vindication of Sir WALTER BULLER is as perfect as the discomfiture of his traducer is complete, the late privilege case raises many important issues which cannot be lightly or hastily dealt with. There are points which deserve the greatest consideration, as affecting the liberty of the people and the honour and dignity of Parliament. The first question which arises is whether there was any breach of privilege committed. With all due deference to the ruling of Sir MAURICE O'RORER we venture to say that Sir WALTER BULLER'S letter to the Hon. JOHN M'KENZIE in no way infringed the privileges of the House of Representatives. There was no semblance of threat contained in it. All that Sir WALTER BULLER did was to say to Mr. M'KENZIE:—"You have accused me of crime rendering me unworthy of the honour my Sovereign has conferred upon me, and which you say should have subjected me to penal consequences. That accusation cannot be tested or the charge tried where you have made it. Neither can I rest under such an imputation. I ask you to make your charge where you can bring what evidence you have in support of it, and where I can meet and endeavour to refute it—before the ordinary tribunals of justice which you say should have already death with me." To construe a letter such as the one under notice as being a breach of Parliamentary privilege is absurd. There is absolutely no precedent for any such construction and Sir WALTER BULLER could not, as a man conscious of his innocence and jealous of his honour, have adopted any other course than the one he did. It was impossible that he could remain silent, or do otherwise than court enquiry. And here let us give a word of warning to the House on the subject of privilege generally. In almost every instance in which it attempts to stand upon its dignity and invoke privilege it simply renders itself ridiculous, and excites contempt. It almost always comes second best out of the contest It has done so notably in this case. A lot of high-faultin' nonsense was talked by Ministers about Parliament being the highest Court of the realm. So it is in a sense, but, thank GOD the House of Representatives is not Parliament. The House possesses privileges, but they are not inherent as are the privileges of the House of Commons. They are merely the creation of statute, and the House is as much bound by the limits of the statute as any private individual is. If the House ever unduly extends its

privileges by arbitrary action it will probably find that it is not the highest Court of the realm, and that it is amenable to the ordinary tribunals of law, even in the interpretation of its own privileges if these illegally conflict with the rights of Her Majesty's subjects. Let us now return to the incidents of the case particularly under notice. It is evident from the correspondence which we published yesterday that the Premier was heartily ashamed of the vile conduct of his colleague, the Minister of Lands, in making the false and scandalous charges he did against Sir WALTER BULLER. Mr. SEDDON'S letters go as far in the way of apology as could perhaps be expected. The incident had evidently caused him regret and anxiety. It is evident that he did not read unmoved Sir WALTER BULLER'S manly and straightforward letters. But the Premier's professed objection to personalities is not, unfortunately, consistent with his practice. No man in public life in this colony is more utterly reckless in the statements he makes, the accusations he hurls at political opponents, or the discreditable motives he is ever ready to attribute to them. His attempt to excuse Mr. M'KENZIE on the ground of provocation given by Mr. BELL, is puerile and utterly illogical. Mr. BELL said nothing whatever to justify any such reprisal even on himself, much less an attack on a third party who was not in a position to defend himself. If Mr. M'KENZIE had attacked Mr. BELL he would have been met on equal ground, and would probably have been worsted in the conflict. But Mr. M'KENZIE did not dare to tackle Mr. BELL. He preferred to attack Sir WALTER BULLER, whose mouth was shut. It was the action of a coward, finding its parallel only in the case of a big bully at school who surreptitiously punches the head of a little boy whose big Brother, the real offender, he is afraid to stand up to on equal terms. Mr. M'KENZIE'S own attempt in the House to support his charges and justify his having made them, signally failed. He was unable to adduce a single tittle of evidence in either direction, and when he sat down he was self-convicted of utterly reckless, unwarranted, and most brutal slander. Although the House was at first evidently inclined to support the Minister, and distinctly hostile in its majority towards Sir WALTER BULLER, its faith must have been shaken greatly by Mr. M'KENZIE'S absolute failure to adduce other than the vaguest hearsay evidence in support of his case. When Sir WALTER BULLER appeared at the Bar, and, although speaking under the disadvantage of short time for preparation, eloquently defended himself from the Minister's foul aspersions, boldly met every imputation, and conclusively proved the falsity of each count in the indictment against him, the revulsion of feeling in the House was apparent to the most casual observer. Sir WALTER BULLER carried home to the hearts of his hearers conviction of the great wrong which had been done him. It scarcely needed the cross-examination which followed to completely exonerate him and to convict his accuser of slander and false witness. When Sir WALTER BULLER retired there was a *locus penitentiae* open to the Minister of Lands. Had he possessed one spark of the high and chivalrous sense of honour so erroneously attributed to him by the Premier, he would have frankly admitted the error he had made, and have offered such reparation as was in his power by full and ample apology to the man he had so wantonly assailed and so grievously injured—such apology as any gentleman, in conservation of his own honour, would make to anyone he had inadvertently wronged or misrepresented. What Mr. M'KENZIE did is on record. Sullenly, with a boorishness and apparent vindictiveness which can scarcely be characterised as other than malevolent, he practically repeated his charges. No wonder the House cried shame, and that deep disgust stamped itself upon the features of members—an expression which became intensified when the Premier attempted to cover his colleague's discomfiture by utterly frivolous references to the large fees received by Sir WALTER BULLER in native land cases. Possibly neither Mr. SEDDON nor Mr. M'KENZIE ever heard of the £100,000 fee paid by an Indian Prince to the late Sergeant BALLANTYNE. No one impugned his honour in receiving it, and what is ten guineas a day compared to such a reward? We have no doubt that Sir WALTER BULLER'S services to his clients were well worth the fees they paid. There have been no complaints from them. There are still one or two other points in Mr. M'KENZIE'S defence to which allusion must be made. His sneering references to the Supreme Court Bench and the ordinary legal tribunals of the colony were utterly contemptible. His talking of having "admonished" Mr. Justice CONOLLY was a piece of superlative impudence. What authority has a Minister to "admonish" a Judge? None. The Judges are responsible to Parliament alone. Mr. M'KENZIE'S preference for a Royal Commission, selected and appointed by himself, rather than a Judge and jury, to try his case, is easily comprehended. He could appoint blind partisans, whose pay would depend on him, and who would know they were liable to be "admonished" or called fools, if their judgment was not satisfactory to the Minister himself. If anything could be in worse taste than the allusions to the Judges, it was the slur he threw on the probity and honour of the special jurors of Wellington. Ministerial testimony of any kind is of little value, but still we are glad to have Mr. M'KENZIE'S admission that 90 per cent, of the most intelligent section of the Wellington public, who enjoy special opportunities of observation as to how the Government is administered, coincide with our views as to the discreditable conduct and injurious policy of the present Ministry. But however strongly such views may be held, Mr. M'KENZIE wantonly insults the special jurors of Wellington when he assumes that they would be false to their oaths and their honour in regard to the administration of justice, or allow political feeling to influence or affect their judgment in the jury-box. Mr. M'KENZIE judges others by his own measure. He knows that no consideration of fact, no amount of evidence, no regard for truth, equity, or justice, would for

one moment mitigate the rancour of his political animosities, lead him to an impartial judgment, or dispose him to a generous act or thought towards an opponent. He, no doubt, thinks Wellington jurors are built on the same principle, and would do as he would do. Fortunately he is mistaken, and we can but pity the warped and distorted mind and conscience which can seriously entertain such unjust and ungenerous ideas. Summing up the whole case, we can only say that Mr. M'KENZIE, like one of his colleagues in a recent case, stands convicted in public opinion of unfounded slander, baseless libel, reckless disregard for truth, and personal virulence and ferocity of a malignant type. He has brought the position he holds into discredit and contempt, and has abused the privileges of the House of which he is a member. If he were not pachydermatous he would, as the only atonement in his power towards the House he has shamed, the country he has disgusted, and the man he has attempted to injure, retire from public life, so that his conduct might in time be forgotten, if it cannot be forgiven.

Evening Post.

Thursday, November 14, 1895.

What the Country Thinks.

As we anticipated, there has been but one verdict throughout the country in regard to the BULLER-M'KENZIE episode. Nearly all the newspapers, from one end of the Colony to the other—North and South, town and country. Government organs and Opposition papers alike—have joined hands in condemning the conduct of the Minister of Lands and in applauding the prompt action taken by Sir WALTER BULLER in defence of his name and reputation. We have looked in vain for a single discordant note; and, of course, the opinions of the press in such a matter are but the reflex of the feeling of the country. One of the most incisive articles on the subject is that which appears in the *Lyttelton Times*. The lengthy telegraphic report of the incident itself—from the pen of its Wellington correspondent, who is known to be a strong Government partisan—is entirely in Sir WALTER'S favour. He says:—"Sir WALTER gave a magnificent exhibition of forensic ability. He proved himself a man of method, readiness and resource. Though no charges were formulated, though the notice to him was of the briefest—barely half the afternoon—he appeared armed at all points with documents facts, and Blue-book extracts. The cross examination found him ready at all points—cool, collected, well-informed, *debonnair* and invariably polite. No one has ever displayed the same firmness and ease at the Bar, which has searched many a man and found him wanting." Commenting on the whole affair this extreme Government journal say—"After a calm review of the circumstance we cannot avoid the conclusion that the Speaker and the House acted hastily in adjudging Sir WALTER BULLER guilty of bread of privilege, even in the narrowest technical sense. . . . So far from Sir WALTER threatening the Minister on account of what he had said in Parliament, he simply invited Mr. M'KENZIE to repeat the words 'outside,' so that he might have an opportunity of defending himself. There was no questions of the Minister's right to do as he had done and no menace to prevent him doing the same from his place in the house as often as he chose. . . . Sir WALTER BULLER has gained immensely by the action of the Minister in raising a question of privilege, and he may well be content to let the matter rest where it now stands. He has vindicated himself before the House and the public, and has shown his readiness to submit himself to the judgment of any independent tribunal." Discussing this question of privilege, the *Christchurch Press* says:—"It was never intended that Parliamentary privilege should be used by members as an assassin uses a hedge—to afford safe cover for himself while he shoots down a defenceless man, either to gratify his personal ends or private spite. . . . That Mr. M'KENZIE should convert the privilege of Parliament into a weapon against the man he has attacked, for daring to ask him to come out into the open, was almost sublime in its assurance. The public, however, have long ceased to expect even the rudiments of Parliamentary propriety from the Minister of Lands. A man whose *ultima ratio* is a pickle-bottle cannot be expected to set a high standard of good breeding in the House We cannot say, therefore, that we are altogether surprised at his conduct, deeply as we regret it." And, in the same strain, the *Otago Daily Times* says:—"The Minister spoke under cover of Parliamentary privilege, and privilege again protected him in dealing with Sir WALTER'S protest. We have no wish to belittle the privileges of the House but we do say that the Minister for Lands has treated Sir WALTER BULLER with almost incredible meanness. It was bad enough to cover himself with a shield of privilege when making odious charges, and then to pounce down upon his antagonist for committing a technical breach of that same privilege (if breach, indeed, there was); but it was far worse, when the charges had been clearly disproved, to refuse to make any reparation, even of a verbal character, and sullenly to repeat the offensive charges. The *Dunedin Star* writes:—"The Horowhenua Block has

been for some time a very sore subject with the Minister of lands, whose 'little game' in regard to the acquirement and disposal of the block was exposed in Parliament and frustrated in the Supreme Court. Rightly or wrongly, he attributes his decided worsting in the matter to Sir WALTER BULLER, who has been concerned professionally for Major KEMP. When the Bill designed for the purpose of validating the purchase by the Crown of a portion of the land included—a purchase ruled by the Court to have been completed with persons unauthorised to sell—was in Committee, Mr. H. D. BELL made some very strong remarks as to the measure, which, he said, interfered with private rights, and was an attempt to over-ride a decision of the Supreme Court. The Minister thereupon charged Mr. BELL with being the mouth-piece of Sir WALTER BULLER, and proceeded to attack Sir WALTER in a most violent manner, using language not only abusive but scurrilous. The powers of Mr. JOHN M'KENZIE in this respect are well known, and it is not the first time this session that he has thus forgotten the respect he owes to the colony as a Minister of the Crown. . . Sir WALTER certainly made a clear and explicit statement at the Bar of the House, giving absolute denial to the serious accusations of the Minister; whilst Mr. M'KENZIE subsequently declared that 'every word he had said was justified.' When, however, it comes to proving his charges in the only satisfactory manner possible he falls back on his Parliamentary privilege, and absolutely declines judicial investigation, practically reiterating what Sir WALTER has the right under the circumstances to stigmatise as slanders. . . . Whatever grounds Mr. M'KENZIE may have for his charges, he is manifestly afraid to 'face the music,' and so long as he continues firing behind the hedge of privilege, must be content to rest under very unpleasant imputations." The *Wanganui Chronicle* remarks:—It is not to the credit of a Liberal Speaker, a Liberal premier, and a Liberal majority, that they should have been the people to apply the 'gag' to Her Majesty's subjects," and it expresses satisfaction that in this instance some of the ablest and best of the Government papers have spoken out with no uncertain sound. The *New Zealand Herald* discusses the matter in a very impartial spirit, and, after reviewing the case at considerable length, concludes—"The privilege of Parliament is granted for wise purposes, but it would be a shocking thing if Parliamentary privilege is to be used for the cowardly purpose of libelling the characters of men outside the House, who are to have no means whatever of vindicating themselves. . . It was, of course, carried by a large majority that Sir WALTER BULLER, in asking to have an opportunity of clearing his character, was guilty of the awful crime of breach of privilege, and at the evening sitting he was duly arraigned. His defence was explicit and frank, and evidently impressed the House. . . . The general opinion of friend and foe alike is that the Minister of Lands has come very badly out of his conflict with Sir WALTER BULLER. He utterly failed to substantiate his grave charges against Sir WALTER. At the half-past five adjournment the feeling of the House was certainly with the Minister, but after Sir WALTER had been heard, and had submitted himself to a most severe cross-examination by the Minister of Lands, and had fully and fairly answered numerous questions put by other members, there was distinct evidence that members as a whole had completely changed their opinions. The decisive change of the attitude of the House on this occasion is satisfactory, as showing that at least when a man's honour is at stake fair play and justice can in some measure triumph over party feeling and prejudices." Reviewing the special legislation, the same journal says:—"The effect of the judgment of the Supreme Court is to place in great jeopardy the money paid by the Government to WARENA HUNIA'S account. A clause has been added to the Bill empowering a Commission to examine into the whole transaction. We were of opinion before that such a clause was absurd, as the whole of the facts connected with the block have been brought out before the Native Lands Court, the Supreme Court, and a Committee of the House of Representatives. But the Commission is imperative now, after the statement made by Mr. J. MCKENZIE that Sir WALTER BULLER, a Knight Commander of the Most Noble Order of St. Michael and St. George, a zealous friend of Ministers, who has represented the colony on many great occasions, and who has been spoken of as a likely Agent-General, 'ought to be in gaol for his dealings with the natives.'" We might go on quoting from the newspapers without end, but it is not necessary. The country papers, large and small, are all in the same strain, one of the Government organs venturing to declare that "never in the history of the present Parliament has a Minister brought such ignominy upon his colleagues as has the Minister of Lands in the present instance," and concluding with these words:—"Parliamentary privilege may be necessary. It may be useful under certain circumstances. But when it is used to inflict an injury upon a private individual, without giving that individual the right to reply, it becomes a menace to Parliament and a disgrace to the Constitution." The *South Canterbury Times* concludes an article thus:—"Sir WALTER'S letter has been declared a breach of the privilege of a member of Parliament to say what he pleases of anyone not in Parliament, and technically that decision must be accepted. But this does not alter the fact that Mr. MCKENZIE'S remark was an abuse of his privilege. He said 'If he were not to have free liberty of speech he had better leave the House and go back to his constituents.' Quite so. But if he demands unlimited license of speech, he had better leave the House and go back to his sheep." Another country paper, the *Rangitikei Advocate*, says:—"Sir WALTER was absolutely without legal redress, and he, therefore, not only published a denial of the libellous statements of the Minister, but invited him to repeat the statements outside the precincts of Parliament, so that he might have an opportunity of proof or disproof by

an action at law. But, so far from accepting this very fair challenge, Mr. MCKENZIE has had it declared a breach of privilege, and refuses to come out from his Parliamentary shelter. The excuse for this cowardly shrinking from fair combat made by him and his colleagues—that there would be no chance of a member of the present Government obtaining justice from a Wellington jury, and probably not from a Judge of the Supreme Court—is a further gratuitous insult to Judges conspicuous for impartiality and to the public of Wellington. The plea is too thin. He is afraid of the chance offered him to substantiate his statements. The Supreme Court is, in fact, the only fair and competent tribunal available. The conclusions of a Royal Commission of members of Parliament would be laughed to scorn by the public."

Appendix.

(Reprinted from the *New Zealand Times*, November 1st.)

SIR WALTER BULLER AND THE "WAKA-MAORI" LIBEL CASE.

The following is the memorandum from Sir Walter Buller referred to by the Acting-Speaker on Wednesday night (October 30th), as having been received by him in relation to the letter of the Solicitor-General laid on the table by the Minister of Lands, and as making his (Sir Walter Buller's) position clear. It was returned by the Acting-Speaker to Sir Walter Buller, was presented and read to the House by Sir Robert Stout yesterday, and was ordered to lie upon the table.

Memorandum.

With reference to the memorandum of the Solicitor-General laid on the table of the House by the Minister of Lands on Tuesday, I desire to make the following explanation:—

What I intended to convey by my answer was this: The largest bill of costs I could remember having rendered was that against the Government, for whom I acted in the *Waka-Maori* libel case in the Supreme Court. I was speaking from memory of a transaction which happened nearly twenty years ago (October, 1877). After the conclusion of the case, the bill of costs was made up in my office, on the minimum scale as between solicitor and client, without the slightest idea of its being subjected to taxation. I was under the impression, when before the House on Monday evening, that it was actually rendered in that form to the Solicitor-General, and that I was allowed to have it back from his office for revision; but as Mr. Reid is positive it was not, no doubt he is right. I am perfectly clear, however, on this point, that I received information that the Government intended to have the bill taxed, and that thereupon I had it recast, charging in every instance the maximum costs I considered myself entitled by law to claim. This was only reasonable, seeing that a friendly bill of costs as between solicitor and client was now to be treated as a hostile bill. By this means an amount of something like a thousand pounds was added to the account. I believe Mr. Stafford had instructions to tax strictly. That he did so can admit of no doubt, for the taxation before the Registrar of the Supreme Court lasted two or three days, I myself conducting the case on behalf of my firm. The result of that taxation is correctly stated in Mr. Reid's memorandum. On another point I am equally clear: that on taxation I was allowed fifteen guineas per diem for a period of some weeks, during which I was engaged in collecting Maori evidence in Hawke's Bay, and in proving it before a Commissioner of the Supreme Court, this being five guineas per diem more than I have ever received in the Native Land Court.

I was hoping that I should be able to refer to the original papers for the purpose of refreshing my memory, but, as will be seen by the annexed letter, this is now impossible.

W. L. BULLER.

Wellington,

October 30th, 1895.

Panama-street, Wellington, N.Z.,

30th October, 1895.

Sir Walter Buller, K.C.M.G.

DEAR SIR,—With reference to your application to refer to the papers in the *Waka-Maori* libel case

(Grindell and anor. ats. Russell), I am sorry to say that I have had a careful search made for the papers, but cannot find them.

At the amalgamation of the firms of Buller and Gully and Izard and Bell in 1886, the whole of the papers belonging to the original firm of Buller and Lewis, who were the solicitors in the above case, were transferred to the offices of the firm of Bell, Gully and Izard. In 1889 a fire occurred at the office of Messrs. Bell, Gully and Izard, and destroyed almost the whole of the contents of the room where the papers should have been, and I have no doubt but that the papers were destroyed by such fire.

In looking up the letter books of the firm of Buller and Lewis I find a letter to the Solicitor-General relating to the costs in the above matter, and I send you a copy of same as it may be of some use to you.

Yours truly,
J. ANDERSON.

[COPY.]

Wellington,

10th October, 1877.

The Solicitor-General, Wellington. [Grindell and Anor. ats. Russell.]

SIR,—We beg to enclose herewith copy of the allocatur made by the Registrar after taxation of our costs for £2283 2s 5d, which less sum paid on account of costs of £500, leaves a balance of £1783 2s 5d due to us.

We also enclose copy of the allocatur made by the Registrar after taxation of Mr. Gordon Allan's costs amounting to £81 16s 6d.

As suggested by Mr. Stafford, we shall, of course, be happy to sign (if required) any document binding us to pay over to counsel any sums mentioned in our bill of costs as payable to counsel.

We have the honour to be
Your obedient servants,
(Signed)
BULLER AND LEWIS.

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The Industrial Association of Canterbury. Founded August 12, 1879

THE objects of the Association are to aid the fostering and encouragement of Local Industries and Productions in every legitimate manner.

It does not advocate the claims of any special trade or industry, but is general in its character, and embraces amongst its members, every class of the community.

The manufacturing interests, and the development of the natural resources of the country, alike receive the support of the Association.

The Association is a powerful one, and it is earnestly hoped that all feeling an interest in its objects, and who have the real welfare of the Colony at heart, will join its ranks and lend a helping hand.

An indiscriminate or excessive Protection Policy is not advocated, the intention being to foster those industries that have a fair chance of succeeding in the Colony. Any information or statistics bearing on the subject will be thankfully received, and the Association will also be glad to communicate with anyone wishing to establish branches of this Association in any part of the Colony, or to co-operate with similar Associations for the purpose of furthering the objects in view.

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Walter Burke Photo

Photo-Engraving in Half-Tone.

Engraved and Printed at the Office of the Ch.Ch. Press Co Ltd

For Descriptive Letterpress see Page 69.

No. 2.—Bealey Gorge.

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Heathcote River.

See page 75.

Yachting on the Estuary.

See page 76.

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See page 76.

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No. 9.—Climbing Ice Face.

J. J Kinsey, Photo

Photo-Engraving in Half-Tone.

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G. K. F. LAWRENCE Art Upholsterer AND GENERAL HOUSE FURNISHER, 184, High Street, Christchurch, Having opened those newly erected premises opposite W. Strange & Co's, as a Furnishing Warehouse, invites the public to inspect his stock of the Latest Designs and most Fashionable Furniture in Town. Being a practical man, and personally superintending all work, I am enabled to manufacture CHEAPER THAN AM OTHER HOUSE IN TOWN. New Suites from £6 10/- Cabinet Work, Bedsteads, Bedding, and all other branches at Lowest Possible Prices. All work guaranteed. Estimates given. G. K. F. LAWRENCE, 184, HIGH STREET (OPPOSITE W. STRANGE & Co.) * * * * * 18 Years Experience with A. F. While.

DO NOT RUIN YOUR EYES BY WEARING MISFITTING GLASSES. TELEPHONE NO. 425. POSTAL ADDRESS, Box 507. JOHN R. PROCTER, Oculists' Optirian, 180, HIGH STREET (Opposite W. Strange & Co.) CHRISTCHURCH - - NEW ZEALAND. A. Large and Varied Stock of Optical Goods, Spectacles, Folders, Etc., always on hand. All classes of Spectacles, Etc., can be made to order and supplied on the Shortest Notice. The Largest Assortment of Artificial Eyes in the Colonies, All Orders for Spectacles, Etc., Carefully and Promptly attended to. A record is kept of the details of all Spectacles sold or made to order, and a new pair can be obtained at any time if the Name and, if possible, the Date of order are supplied. OCULISTS' PRESCRIPTIONS ACCURATELY EXECUTED. References kindly permitted to many of the Leading Oculists and Ophthalmic Surgeons in New Zealand.

Telephone 432. Office and Yard: 193 TUAM STREET. H. B. KIRK, MANUFACTURER OF BRICKS for Building, Paving, Chimney (round), Culverts, and Wells DRAIN and SANITARY PIPES from 3 inches to 21 inches diameter STENCH TRAPS, SYPHONS, CHIMNEY POTS, CHIMNEY LINING GLAZED AIR BRICKS, 9 × 3, 9 × 6, and 12 × 6 GARDEN TILES, FLOOR TILES, OPEN CHANNELLING, GARDEN VASES, &c. Sole agent for the Celebrated Grey Valley Fire-clay Goods. Sole Manufacturer of CUTHBERT'S PATENT DISCONNECTING GULLY TRAP. Also in Stock For Sale—Cement, Stone Lime, Hydraulic Lime, Keen's Cement, Laths, Plaster of Paris. Plasterers' Nails, Sand, Shingle, Rubble, Grotto, Stone Screenings, &c. Manufactory at FARNLEY, ST. MARTINS.

School of Art, Christchurch.

Descriptive Letterpress Page 80.

Engraved by Christchurch Photo-Engraving Company.

Sumner. From the Bridge.

Engraved by Christchurch Photo-Engraving Company.

Illustration No. 14, For Descriptive Letterpress see Page 82.

Armagh Street Bridge.

Photo by T. N. Horsley.,

Engraved by Christchurch Photo-Engraving Company

For Descriptive Letterpress see Page 82.

Climbing An Ice Face on the Taxman.

Photo by J. J. Kinsey.

Engraved by Christchurch Photo-Engraving Company.

Descriptive Letterpress Page 76.

Zealandia Boots Are Perfect Fitting, Splendid Style, Grand Wearing, and Moderate Prices. WHEN YOU SEE Zealandia ON A BOOT, YOU CAN REST ASSURED YOU HAVE FOUND THE VERY THING YOU WANT. Zealandia Examine the beautiful display in this Exhibition. These are lines made up every day, and you can obtain similar goods from several of the leading retailers In Christchurch, and also from the principal boot dealers from Auckland to the Bluff. If you fancy any special boot, ask the attendant for the number, and then ask your boot and shoe dealer to get them for you, and take no substitute. Zealandia THE NEW WELTED GOODS (made as hand-sewn) ARE SUPERB- WHOLESALE ONLY BY Skelton, Frostick & Co, Christchurch.

ASK YOUR GROCER FOR LIPTON'S ESSENCE OF COFFEE WHICH OBTAINED FIRST AWARD AT THE CHICAGO EXHIBITION. Most Delicious and Fragrant. For Strength, Flavour, and Economy it cannot be equalled. WHOLESALE FROM W. H. SIMMS & SONS, CHRISTCHURCH. Sole Agents for Thomas T. Lipton, London, Ceylon, &c.

USE COURTENAY'S ORIGINAL AND GENUINE WORCESTERSHIRE SAUCE "In catering for the public we have adopted the sound principle of placing an article before them of the best and purest description at a price to bring it within the reach of all consumers." "We maintain our Sauce to be the very best ever placed on the market absolutely pure, rich, and gratifying." COURTENAY & CO., WORCESTER. WHOLESALE AGENTS—W. H. SIMMS & SONS, CHRISTCHURCH.

TRY THE 'ARAB' 'SHAH' AND 'COLOMBO' (CEYLON BRANDS OF PURE TEAS Perfection of Quality and Value. THE FAMOUS 'GOLDEN-APPLE' BRAND OF CIDER This Wholesome and Delicious Beverage now in Stock, In Bulk or Bottle. Cathedral Sq., Christchurch

Plan of Industrial Exhibition 1895

THE Crown Iron Works Company, Limited. Works and Showroom—Armagh Street, Christchurch.

JAMES TROUP, MANAGING DIRECTOR. WE MAKE The largest selection of KITCHEN RANGES in New Zealand, and give the best value for money. OUR LATEST Make of Ranges are the strongest, made of the best material, and consume the least fuel of any range in New Zealand. Troup's Patent Grate saves half the fuel. Troup's Patent High-press. Range Boiler gives more hot water with less fuel than any other boiler made. WE ARE Heating, Sanitary, Hydraulic and General Engineers, Range Manufacturers, Iron and Brass Founders, Sheet Metalworkers, Coppersmiths, Galvanisers, Plumbers, Patentees, Stampers, Die Sinkers, Blacksmiths, &c., Ac, HAVE ALWAYS LARGE STOCKS OF Ranges and Grates of all kinds, Baths, Pumps, Boilers, Pipes, Brass Work, Closets, and all Plumbers' Material, Galvanised and Black Sheet Iron and Steel, Sheet Copper and Brass, Copper Washing Boilers, Water-carrying Barrows, Colonial Ovens, Hot Water Cisterns, Spouting, Ridging, Down Pipes, &c., &c. OUR AIM IS TO Make only the best and at a lower price than can be imported. We are Sole Manufacturing Agents for New Zealand of HANNAM'S PATENT WONDERFUL HOT WATER HEATER. A Hot Bath from a handful of sticks.

Index to Ground Plan.

ADVICE TO HOUSEWIVES USE ONLY "Flag Brand" Pickles. AND I must have "FLAG BRAND PICKLES" WORCHESTERSHIRE SAUCES BAKING POWDER, JAMS, JELLIES, AND MARMALADE. 25 First Awards for Purity and Excellence. HAYWARD BROS., Manufacturers, CHRISTCHURCH.

NELSON, MOATE & CO. (Introducers of Ceylon Teas). INDIAN, CEYLON, & BLENDED TEA AWARDED GOLD & SILVER MEDALS EXCEL ALL OTHERS BRANCHES: AUCKLAND WELLINGTON DUNEDIN TASMANIA N. M & Co. do the Largest Trade in the world in comparison with the out-put of the Colony.

JAMES MERCER COPPERSMITH, BRASSFOUNDER, AND BREWERS' ENGINEER. MANUFACTURER OF PLATE ZINC BATHS. Copper Range Boilers, L Boilers, Saddlers, Steam Coils, Steam Jacket Pans, Confectioners' Pans, Comfit Pans, and every description of Brewers' and Marine Copper Work; ALSO, TIN, BLOCK, SHEET & GALVANISED IRONWORK AT MODERATE PRICES. Workmanship & Finish Guarantssi 282, TUAM STREET W., CHRISTCHURCH.

The Late Mr. Justice Richmond. Died August 3rd, 1895.

Illustration No. 17.

For descriptive Letter-press see page 84

[Published in the "Canterbury Times" August 15, 1895.]

Mr. Richard John Seddon And Mrs. Seddon.

Illustration No. 18.

For descriptive Letter-press see page 86

[Published in the "Canterbury Times," July 4th, 1895.]

Lord Glasgow and Party on Board the "Hinemoa."

Illustration No. 19.

For descriptive Letter-press see page 87

[Published in the "Canterbury Times" August 8, 1895.]

The Rev. A. Brittain and Group of Melanesian Boys.

Illustration No. 20.

For descriptive Letter-press see page 88

[Published in the "Canterbury Times" March 7, 1895.]

The Otira Gorge.

(From Negative by Walter Burke.)

IT is extremely difficult either by a photograph, painting, or by any other means, to give any idea of the beauties of the OTIRA GORGE. Standing on the Zigzag below the Merino, we command a better view of the whole than from any other part. Looking ahead we see spur after spur densely clad with maiden bush, then Kelly's Ridge stands out boldly, while further away is Mount Alexander, its top perhaps showing the last patch of the winter snow. On all sides charming vegetation surrounds us. Quaint Nei-neis with their tropical foliage, beautiful ribbonwood with masses of white flowers; pretty little ferns hiding in nooks on the road side. Looking down we see the road skirting along the hillside on the right, cut out of the solid rock, only just wide enough for one vehicle to travel at a time. Near here is the Bridal Veil Waterfall, one of the most charming that can be seen. The fall appears to drop sheer out of the bush above, and dropping in spray—which at times goes right across the road, now running in a channel to the cliff it falls with a roar to join the Otira River, some fifty feet below. A wonderful sight was to be seen in June last during the severe frosts, when the whole of the fall was frozen, and the spray as it fell had formed beautiful stalactites, while the rest of the Gorge was deep under snow. As we make our way lower down, the Gorge opens out, ever offering new scenes to the interested tourist. Our Illustration is taken low down in the Gorge, and shows one of the bridges, of which there are two.

KAYE & CARTER, (Grain Seed Merchants, Christchurch & Lyttelton. (CHINA TRADERS' INSURANCE COMPANY, LIMITED. WM. HOWARD SMITH & SONS, LIMITED. "GIBB" LINE OF CHINA STEAMERS. W. & H. M. GOULDING, LIMITED, (CHEMICAL MANURES). (SUTTON & SONS, READING, ROYAL SEEDSMEN. AGENTS FOR

The Bealey Gorge Bridge,

West Coast Road.

(From Negative by Walter Burke.)

SKIRTING along a rock-cutting at the foot of a bold mountain, wood covered to the bed of the river, we pass the big Rocky Bluff, and with a sharp turn are in the Bealey Gorge. Deep down at the foot of the Gorge the road turns and twists, giving ever changing views to the traveller. Looking up the Gorge we see the peak of Mount Rolleston, with its shimmering glaciers, now shining sharply out, and then, as the fleecy mountain mists envelop it for a moment, it is hidden from our view. Looking back, the peaks of Mount Misery and Bruce, near the Bealey Township, are a striking contrast, with their tussocks and gravel covered sides. At Magson's Creek, now dry and showing immense boulders that give a good idea of the power of the water in flood time, we see on our right the famous Devil's Punch Bowl Waterfall, said to be over 400 feet in height, one of the most striking falls in the Colony. A little further, and as the roar of the fall dies away, we reach the Bealey Gorge Bridge. It spans a deep cleft, through which the river from which it takes its name makes its way, the foaming waters tumbling and tossing over boulders at a wonderful pace. Here we commence the ascent of Arthur's Pass, and a few minutes bring us to what will be the highest point, about 3,000 feet, reached by the Midland Railway. Our Illustration shows the Bridge from the western side.

BOWLKER & RUTLEDGE (Formerly FORD & OGDON). MANUFACTURERS OF Glazed Stoneware Pipes, Junctions, Sinks, Traps, Syphons, Guttering, Fire-Bricks and Tiles, Chimney Pots, Flower Pots, Fire Clay, &c. FIELD PIPES— 2in., 3in., 4in., 6in. & 9in. Three First Orders of Merit, N.Z. and South Seas Exhibition, Dunedin. Highest Awards for Glazed Pipes at Canterbury A. & P. Show, 1889, 1891 1891, and 1892. WORKS—SOUTH MALVERN OFFICE AND YARD— 58, Manchester Street, Christchurch.

Godley Head Lighthouse.

THIS Lighthouse is erected at Godley or Cachelot Head at the northern side of the entrance to Port Lyttelton, at an elevation of about 450 feet above the sea. It shows a fixed light to seawards over about 10½ points of the compass, and is visible in clear weather about 30 miles. It was permanently lighted on April 1st. 1865, the total cost, including buildings, road. &c., being, £3.964. This light being erected on very high land,

the tower is only 36 feet high over all from base to vane, and could not well have been made lower. By the Marine Board Act, which was passed in 1863, power was given by the General Government to erect lighthouses on the coast, but sufficient funds not being then available for this purpose, the Provincial Government of Canterbury voted a sum of £5,000 to cover the cost of the erection of their own lighthouse.

This particular photo, from which the PRESS Company has produced such an excellent illustration, was taken by Mr. J. J. Kinsey. An enlargement of this will be found among Mr. Sorrell's collection on his stand at the Exhibition. Several well-known faces will be seen on the Balcony, among whom are two prominent members of the Lyttelton Harbour Board—the Hon. J. T. Peacock, and Mr. Isaac Gibbs. The walk to the Lighthouse from Sumner or Lyttelton forms one of the pleasantest and most suitable for picnicing purposes that Christchurch, perhaps, can offer.

William Congreve The People's PRACTICAL IRONMONGER, Iron, Tin, & Copper-Plate Worker, Locksmith, &c. W.C., having had 28 years experience, and buying direct from the best markets the people can rely on the quality of Goods sold at his establishment, and will find it the cheapest and best place to buy Ironmongery in the district. ASH-PAN Manufacturer REPAIRS RECEIVE PROMPT ATTENTION WILLIAM CONGREVE, 129 COLOMBO ST., CHRISTCHURCH

Interior of the Ball Hut.

(From Negative by J. J. Kinsey.)

THIS hut was built by the Government for the use of tourists on the Great Tasman, at the foot of Mount Cook. Only those who have travelled the fourteen miles from the Hermitage to this spot, can form any conception of the difficulties that had to be overcome in packing the materials. The building is 19 feet long by 12 feet wide, and is divided into two compartments. In our picture the hut presents a more homely appearance than usual, from the fact that the party had a lady with them. The leg of mutton was from a sheep which had been packed up the Tasman some ten days previously, and stored in a crevasse—one of nature's freezing works.

For the Best Value in Saddlery & harness —TRY— A. ADMORE, 214 CASHEL STREET, CHRISTCHURCH Who has always a large and assorted stock to select from. The following quotations are of special value to suit the times:— Spring-cart Harness (nickel silver or brass mounts) from £6 to £7 10s Dog-cart Harness (nickel silver or brass mounts) ... from £6 to £8 8s Roadster or Gig Harness (nickel silver or brass mounts) from £4 10s to £5 Gents' Riding Saddles from 35s complete Ladies' " " from 70s complete All Repairs promptly executed at Lowest Rates. Second-hand Harness and Saddles Bought, Sold, or Exchanged. 5 per cent. Discount allowed on Cash purchases of 10s and upwards.

Illustration No. 5.

THE Process Block on page 17 is one of MR. H. J. WEEKS' most successful productions. It is a photo from a photograph, known as a Half-tone Process Block. A copy sent to London was highly commended, and an award made for its general excellence.

CHARLES DUGGAN 231, Gashel Street IMPORTER OF Plate, Sheet. Coloured, and Fancy Glass. Paperhangings, Varnishes, Oils, Colours, Brushware, &c. House Painter and Decorator. ESTIMATES GIVEN IN EVERY DEPARTMENT OF THE TRADE TELEPHONE No. 313.

Illustration No. 6.

PROCESS Block showing part of the Cathedral Spire, Post Office, and Morten's Buildings (see page 18). It was taken at 1.10 on a Saturday afternoon. The details are well brought out, even to the face of the Town Clock. Half-tone Block from MR. WEEKS' office.

EXHIBIT No. 30 THE GRANDEST DISPLAY ever made in New Zealand of PHOTOGRAPHIC ENLARGEMENTS (and Portraits —is that of— SORRELL Studio: The Palace Atelier, 179, Colombo Street, Chch.

Illustration No. 7.

THE picture on page 19 is a pretty spot on the Heathcote River, at the foot bridge, St. Martin's, overgrown

with willows, but as the season is winter the trees are leafless, still the effect is very nice and the picture a pleasing landscape subject. Photographed and completed at MR. WEEKS' establishment.

PROVIDENCE WORKS, Lichfield Street, Christchurch. N.Z. Steam Artesian Well-sinker, House and Sanitary plumber (Hot and Cold Water Serbias), Founder and General engineer. Maker of the CELEBRATED TITAN STEEL WINDMILL. CREAMERY AND BUTTER FACTORY MACHINERY. (Contractor to the Central Dairy Company.) Pumps, Pipes, Rams, Gasfittings, &c., fixed at Lowest Rates. Estimates and Plans on Application. Enquire for any work in the above lines. See new Pumps, new Hydraulic Rams, new Taps, all up-to-date in price and quality. SPECIALTY - NEW TITAN WINDMILLS. See Work in Exhibition, &c., &c.

Illustration No. 8.

THE First Picture on Page 20 is a photograph from a copperplate engraving, known as a line block, and represents Jack's Pass Accommodation House, at the Hanmer Hot Springs, largely patronised by visitors to the Thermal Springs, owned by Mr. A. Lahmert. The Second Picture is Yachting on the Estuary (Summer), as may be seen frequently on Saturday afternoons. Both were made and finished at MR. WEEKS' Office, Christchurch.

Climbing An Ice Face

On The Tasman Glacier.

It is often questioned what enjoyment can be obtained by spending a holiday among glaciers, where you often have to sleep under rocks or in some inhospitable hut, carry your food from camp to camp, melt ice to obtain water for tea making, to say nothing of the risk and danger of travelling and climbing. Only the ignorant, or people unable to undertake healthy fatigue, talk in such strain. But those who visit Alpine regions, such as Canterbury can boast of in their Mount Cook district, and which the famous Swiss guide, M. Zurbriggen, proclaims to be one of the best climbing grounds known to him, become most enthusiastic in their praises. The exhilaration, the beautiful scenic effects, the pure atmosphere, not only tend to build up the constitution of the weakly, but also give an invigoration and tone to the health of all visitors.

Our illustration is by the Christchurch PRESS COMPANY, from a photo taken by Mr. J. J. Kinsey, and goes to prove that there is no bar to the locality being visited by ladies, and that they soon begin to tackle the ice faces and crevasses with as much pluck and determination as the men.

See Stand No. 69 for ATALANTA BICYCLES Admitted to be the Best Built and Easiest Running Machines in the Colonies. ROADSTERS Unsurpassed for Durability and Easy Running. Owing to Improved Methods OF MANUFACTURE THESE High ass Machines have been REDUCED in PRICE to ROAD RACERS For Lightness, Strength, and Speed. RACERS Speediest of Machines and hold all the principal track records of the Colony. "LADIES" Are "Gems" for Elegance and beauty of design. £21 CASH, or £23 TERMS. Manufactured by THOS. BOYD & SON, ATALANTA CYCLE WORKS, Manchester Street, CHRISTCHURCH.

The New Zealand Shipping Company's

SS. "Tongariro."

THIS Illustration is by the "PRESS COMPANY, LIMITED," from a photograph. The New Zealand Shipping Company is a colonial enterprise. It was founded at Christchurch, New Zealand, in 1872. No better proof can be offered of the progress of the trade of this Colony than by enumerating the Company's fleet, which now consists of:—

MAIL STEAMERS—*Tongariro*, 4,163 tons register, carries 27,000 carcasses frozen mutton; *Aorangi*, 4,196 tons, 27,000 carcasses; *Ruapehu*, 4,202 tons, 27,000 carcasses; *Kaikoura*, 4,507 tons, 34,500 carcasses; *Rimutaka*, 4,515 tons, 37,000 carcasses; *Ruahine*, 6,127 tons, 71,000 carcasses.

CARGO STEAMERS—*Tekoa*, 4,050 tons register, carries 60,000 carcasses frozen mutton; *Otarama*, 3,808 tons, 53,000 carcasses; *Waikato*, 4,766 tons, 71,000 carcasses; *Rakaia*, 6,500 tons, 80,000 carcasses; *Mataurat*

6,500 tons, 80,000 carcasses.

SAILING VESSELS—*Optima*, 1,131 tons register, 11,000 carcasses frozen mutton; *Turakina*, 1,247 tons, 13,000 carcasses; *Rangitikei*, 1,227 tons; *Waimea*, 871 tons; *Waimate*, 1,156 tons; *Wairoa*, 1,057 tons; *Hurunui*, 1,053 tons; *Waitangi*, 1,161 tons; *Waipa*, 1,057 tons; *Mataura*, 898 tons.

In addition to the above Company's vessels, the Shaw, Savill and Albion Company Limited, the Tyser Line Limited, and the Shire Line, also run a splendid fleet of steamers between here and the Old Country.

Coaches At Jackson's,

West Coast Road,

(From Negative by Walter Burke).

THERE is no more charming drive or walk than through the avenue close to Jackson's. The road runs for miles hemmed in by dense bush; in many cases the trees unite overhead and form leafy bowers, giving cool relief in the heat of a summer's day, while the undergrowth (principally composed of every variety of beautiful ferns and mosses), infringes on the track to the vehicle's wheels. Jackson's is the eastern terminus of the Midland Railway, and visitors for the West Coast now take train there for Greymouth, losing much of the beauty of the road. Close to the township, the river Teremakau runs, now spanned by a railway bridge some three hundred yards in length. Close by is Mount Alexander over 6,000 feet in height, a capital test for the climbing powers of most people, but the view from the summit is said to well repay the climber for his labours. Not far distant are two beautiful lakes, Poerua and Brunner. Our illustration, taken in light rain (which is not uncommon there), shows Jackson's Perry Range Hotel, with two of Cobb & Co.'s coaches in front.

Telephone 570. 184, Armagh Street. BISHOP & GARD'NER Ales and stout—The Best Brands of English, German, and Colonial European Wines Spirits, &c. Australian Wines—Pure, carefully selected and carefully bottled Billiard Sundries. TEAS Packed from the Chests in 6lb. and 10lb. Canisters. No blending and no coupons. Agents for— THOM & CAMERON'S Re-vatted OLD HIGHLAND, ROB ROY, LOCHIEL, V.R.O H., and other Whiskies. N.B.—Obtainable direct or through any Merchant. MACKAY'S Liqueur and MENZIE'S "Auld Scottie" Whiskies PLAN QUE. VINAY & Co.'s Cognac Brandies BISHOP & GARDNER'S assortment of AUSTRALIAN WINES COMPRISE— BURGUNDY, CLARET, CARBINET, CONSTANTIA, GRENACHE, RED FRONTIGNAC, PORTS (Special Old Yalumba, Old Tawny, Yalumba, Fine Old, &c.), CHABLIS, HOCK, W. FRONTIGNAC, FRUITY FRONTIGNAC, MUSCADINE, MUSCAT, REISLING, SHERRY, TOKAY, VERDEILHO. FAMILY ORDERS PROMPTLY EXECUTED.

School of Art

THE SCHOOL OF ART is situated at the corner of Hereford and Antigua Streets, close to the College and Museum. It was founded in 1882 by the Board of Governors of Canterbury College, on a similar basis to that of Art Schools under the Art Department of the Committee of Council of Education, South Kensington, London. The Course of Instruction is arranged to meet the requirements of the following classes of students: 1st—Those wishing to develop a true appreciation of all forms of Art work, while not intending to make practical use of the knowledge and power gained; 2nd—Those wishing to study Art for the purpose of becoming Art teachers, or for teaching the elementary branches of Art as part of general education, and for the training of those who intend to adopt Art as a profession; 3rd—Those wishing to gain a thorough knowledge of the principles and practice of various branches of Art, with a view to their practical application in the various arts, crafts and manufactures. The staff consists of Head-master, G. Herbert Elliott, Art Master South Kensington, London; and Assistant-masters, S. Hurst Seager, A.R.I.B.A., A. W. Walsh, and C. Kidson; and also Miss E. E. Munnings. Illustration, see page 49.

Another Exhibition to be visited. THE SHOWROOMS OF EDWARD REECE & SONS 113-123, Colombo Street, Christchurch. ESTABLISHED 1856. Visitors to our Showrooms are not necessarily required to purchase. OUR STOCK OF Silver-plated Ware, Cutlery, and General Furnishing Ironmongery IS REplete WITH LATEST DESIGNS. Our Tiles, Stoves, Fenders, and Coal Vases Are constantly moving and being replaced with NEW GOODS OF BEST VALUE. Our Prices are the Lowest. We replace any Article supplied by us which does not Give Satisfaction.

ESTABLISHED 1856 The Oldest Established Flour Millers in Canterbury. WOOD BROS. LIMITED, Imperial Roller Flour Mills Christchurch, N.Z. REGISTERED FLOUR BRANDS Our Brands are well and favourably known throughout New Zealand and Australia, and for nearly 40 years we have held an unbeaten record for FLOUR OF THE HIGHEST QUALITY. Successful in every Competition entered. LAUNCESTON

EXHIBITION, 1891. First Award, Special First, Gold Medal and Special Note of Excellence. And Awards gained at Dunedin, 1865; Vienna, 1873; Philadelphia, 1876; Sydney, 1879. MANUFACTURERS OF Wood's Cold Medal Semolina, Containing all the most nutritious and necessary properties of food.

Sumner.

THE pleasant and picturesque watering place of Sumner, one of the two seaside resorts (New Brighton being the other), of the citizens of Christchurch, is situate eight miles from the city, in a valley between two long spurs of the Port Hills. It is connected with the town by one of the Christchurch Tramway Company's lines, on which cars run at intervals of about an hour. Sumner presents to visitors an agreeable variety of hill-side and sea-beach, with a "special attraction" in the form of the Cave Rock (shown in the centre of the illustration on another page). This rock, with its natural tunnel and its numerous sheltered nooks, is a favourite resort and lounge for those who visit Sumner in search of health, rest, or recreation. There are three hotels in the township. Sumner was a few years ago created a borough; and the burgesses have, with commendable enterprise, successfully carried out a water supply scheme, the water being obtained from artesian wells sunk on Fisherman's Flat, about three miles from the borough. A public institution of great interest, the Asylum for Deaf Mutes, is situated at this watering place. Illustration No. 14 by the Christchurch Photo-Engraving Coy., see page 50.

The Armagh Street Bridge,

Park Terrace, Christchurch.

THIS Bridge, built in 1885, spans the Avon at one of its prettiest parts and gives access to Hagley Park. Bordering the stream on either side are some splendid specimens of the weeping willow. The point of view chosen for the picture is an admirable one, and the artist is to be congratulated on the result. Illustration No. 15 by the Christchurch Photo-Engraving Coy., see page 51.

GEO, McCLATCHIE & CO., Coalbrookdale Household Coal Is admitted and proved to be THE PREMIER HOUSE AND STEAM COAL. The Increased Comfort and Economy derived from the use of the Coalbrookdale Household Coal is beyond all dispute, and surpasses everything else introduced or puffed up, and holds that premier position against all other new importations. The Price is now brought within the reach of all. ALSO, SOLE AGENTS FOR THE BRUNNER COAL Household and Steam. BRUNNER SMITHY NUTS The only Smithy Coal of the Colony. ALIKE CLEAN AND PROFITABLE. THE POPULARITY OF The Famous Westport COALBROOKDALE COAL Is PROVED BY THE ENORMOUS Excess OF Imports of this year over last year. Our Individual Monthly Sales Now Exceed 4,000 Tons Per Month, Notwithstanding the continued opposition of other mines, and the desire to deliver other coal to consumers whose wish is to have THE COALBROOKDALE and NOTHING ELSE. Weekly Arrivals and Deliveries ex ship from Westport, Grey mouth* and Newcastle. Retail Deliveries Daily to all parts of Christchurch and Suburbs with care and despatch. Geo. McClatchie & Co., 241, High St., (Triangle).

The Late Mr. Justice Richmond.

His Honor Christopher William Richmond, a Judge of the Supreme Court of New Zealand, was born in London in 1821. He became a student of the Middle Temple in January, 1844, and was called to the English Bar on January 20, 1847. After practising in England for some time, he came to the Colony in 1853, and settled at New Plymouth, where he practised his profession for some years. He was Provincial Solicitor of the Province of Taranaki, and became a Member of the House of Representatives in 1855. In the Stafford Ministry—which took office on June 2, 1856—he was in turn Colonial Secretary (until November 4), and Colonial Treasurer (from the latter date to February 1859), when he resigned the office, to resume it again in April along with the Commissionership of Customs. In the meantime (in August, 1858) he assumed, in addition, the portfolio of Native Affairs, which he held until November, 1860. The defeat of the Stafford Ministry in 1861 terminated Mr. Richmond's Ministerial and Parliamentary career. He then went to Dunedin, where he joined Mr. T. B. Gillies (afterwards Mr. Justice Gillies) in partnership as barristers and solicitors, and held a leading position in

the profession, until, in October, 1862, he was appointed by the Domett Ministry to the Supreme Court Bench, on which he sat until his death. He was at first sole judge in Otago, and remained there until 1867, when he was removed to the Westland and Nelson circuit; and some years subsequently he removed to Wellington, where he died on August 3, 1895. Illustration on page 65.

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The Hon. R. J. Seddon, Premier of New Zealand.

RICHARD JOHN SEDDON, now Premier of New Zealand, was born at Eccleston, Lancashire, on June 22nd, 1845. He was apprenticed to a large engineering firm, obtained the Board of Trade Certificate, and shipped to Melbourne on the *Star of England* in 1864. He was for about two years engaged in mining and engineering in Victoria, and then, when about twenty years of age, came to New Zealand, embarking in mining on the West Coast. Mr. Seddon's entry into public life was made at Kumara, as a member of the Arahura Road Board. He afterwards entered the Westland Provincial Council, and held the office of Chairman of Committees—declining invitations to join the Ministry—until the abolition of the Provinces. The re-establishment of the Westland County Council found Mr. Seddon a member of that body, of which he subsequently became Chairman, a position which he held continuously until he took office in the Ballance Ministry. He was also a member of the Westland Board of Education from the time of its formation until he resigned on leaving the district. He was chairman of that Board for one term, and for thirteen years he was chairman of the Kumaru School Committee; he also served on the Hospital and Charitable Aid Boards. When Kumara was made a borough in 1878, Mr. Seddon was chosen as its first mayor. He continued a member of the Borough Council for many years, and was honoured with a second mayoral term. He was elected member for Hokitika in 1877, and has been a Member of the House of Representatives ever since, and practically for the same district. In 1891 Mr. Seddon became Minister of Mines in the Ballance Government. A year later, owing to Mr. Ballance's illness, he became leader of the House, and in 1893, on Mr. Ballance's death, he became Premier. Mr. Seddon has always taken an active interest in the development of the industrial resources of New Zealand, and his sympathy with the present Exhibition is proved by the vote of £500 received from his Government.—(Illustration on page 66.)

SUPPORT LOCAL INDUSTRY AND USE ONLY TRADE MARK T. BUNTING & Compy.'s Brushware Canterbury Steam Brush Factory, 260, COLOMBO STREET, CHRISTCHURCH.

On Board the "Hinemoa."

THE Illustration on page 67 represents Lord Glasgow and party grouped on the deck of the *Hinemoa*, during the recent cruise to the islands to the south of New Zealand—Auckland, Campbell, and Antipodes Islands—and the Chatham Islands. This is memorable as being the first occasion on which the more remote of these islands were visited by a direct representative of Her Majesty, namely, His Excellency the Earl of Glasgow, Governor of New Zealand. The excursion was of great scientific as well as general interest, though, unfortunately, the weather during the cruise was extremely unfavourable.

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basis, no other house can offer such value as can be obtained at the UNIVERSAL. (THE UNIVERSAL, NEXT DOOR TO FREEMAN'S.

The Melanesian Mission.

THE Photogravure Illustration on page 68 represents eighteen of the Melanesian "boys" grouped around the Rev. A. Brittain, one of the seven white missionary clergymen who, with Bishop Wilson, are engaged in mission work in the Islands of Melanesia. The picture was taken on board the mission yacht *Southern Cross*, in Lyttelton Harbour, and the spot selected is the after part of the neat little craft, the lads being gathered around the steering wheel. The twenty-two boys on board the *Southern Cross* have been collected from no fewer than sixteen different islands, which means, of course, that originally they spoke sixteen different languages, or at least dialects. This naturally makes the work of training somewhat difficult, but a plan has been devised by which they are all taught what is called the "Mota" tongue. Mota is a small island in the Banks Group, and the dialect spoken by the residents of this island was chosen by Bishop Patteson as the language to be taught the Mission boys. They acquire it rapidly, and hymns set to Old English tunes have been translated into the language for their use. The boys on board vary in age from 13 years to 25 years old, and several of them are almost ready to be ordained and will in a short time be sent back to their homes as teachers.

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Programme for Evening Entertainments In the Concert Hall.

Thursday, August 29.—Grand Opening Ceremony by His Worship the Mayor. Singing by over One Hundred Children. Full Orchestra Solos, &c., by Mrs. Edgar, Miss Thompson, and Rev. A. Mitchell.

Friday, August 30.—Concert by the Musical Union.

Saturday, August 31.—Grand Scottish Concert, under the Auspices of the Canterbury Caledonian Society.

Monday, September 2.—Concert by Estudiantina Band.

Tuesday, September 3.—Lecture by Mr. Edward Dobson: "The Homes of Men in All Ages."

Wednesday, September 4.—Concert by Miss Vartha.

Thursday, September 5.—Exhibition of Pictures, &c., by the Alpine Club.

Friday, September 6.—Concert by Mrs. Edgar.

Saturday, September 7.—Entertainment by Rangatira Minstrels.

Monday, September 9.—Concert by Miss Bush.

Tuesday, September 10.—Science Chat by Professor Bickerton.

Wednesday, September 11.—Concert by Mr. Woodhouse.
 Thursday, September 12.—Concert by Herr Hirschburg.
 Friday, September 13.—Lecture by Mr. Laing.
 Saturday, September 14.—Concert by Miss Marsden.
 Monday, September 16 to Saturday, September 21.—Annual Exhibition of Photographs by Photo Section of Philosophical Institute with fresh Lantern Lectures every evening.
 Monday, September 23 to Wednesday, September 25.—Concert by Mr. Macleod Smith and State School Children.
 Thursday, September 26.—Concert by Sir H. Bishop Glee Society.

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Every Evening, from 8 to 9.30 p.m.
 Two Hundred Seats Reserved at Extra Charge of One Shilling. Tickets at Milner and Thompson's, and at Pay Boxes in Exhibition.

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Mirth, Mystery and Magic every Thursday and Saturday Afternoon by Mr. Seager, &c.

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No Charge for Admission to Concert Hall, except to the Reserved Seats.

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The Industrial Exhibition—September. 1895.

Needle and Fancy Work Department.

The Committee Invites Exhibits from Young Ladies and Others as under:—

- Age, Thirteen Years and Under.—Any Garment, Plain Sewing, Knitting, any variety Samplers, Paper Work, Dressed Doll.
- Age, Sixteen Years and Under.—Any Garment, to include Feather or Coral Stitching, Back Stitching. Button-holes, Knitting, Netting, Hem Stitching, Drawn Thread Work. Cross-stitch, and any variety of Fancy Work, Dressed Doll.
- Above This Age—The best representative exhibit in Needlework, Knitting, Netting, and Fancy Work generally.

Entrance Fee 6d. for all or any Exhibit.

All Young Ladies and others not attending District Schools are invited to exhibit in these classes.

Musical Competition for Girls and Boys—Piano Solo and Violin Solo. GIRLS, age twelve years and under;

sixteen years and under. BOYS, age thirteen years and under; sixteen years and under. Competitors to provide their own music, with copy for the judges.

Entrance Fee, 1s.

Open Classes for Boys not attending District Schools to include Cabinet Work, Fretwork, Carving, Modelling, Painting Cork and Cone Work, any other useful article.

Entrance Fee 6d. each Exhibitor.

School Children's Work Department

Public Schools—That Standards IV. V. and VI. be asked to exhibit. All exhibits in these Standards to be certified by the teacher as the Standard work of the pupil during the past twelvemonths. Feather stitching allowed. Seventh Standard to exhibit any variety of garments, no two alike.

Entrance Fee 1d, only for each Exhibitor.

Open Class for Public Schools only—To include work in any variety but no two exhibits alike, this to apply to each section.—Section 1—Drawn. Thread Work. 2—Cross Stitch. 3—Samplers. 4—Patching. 5—Darning. 6—Knitting. 7—Hem Stitching. 8—Freehand Drawing.

Entrance Fee of 1d. only to be paid by each exhibitor In open classes.

All Entries of Exhibits and in Musical Competition, with name, age and address, with fees, to be sent to the Hon. Secretary, 157, Manchester Street, on or before Tuesday, 10th September.

CONDITIONS.—Competent judges will be appointed in all classes, their decision to be final. No exhibits to be removed without the Committee's consent. The greatest care will be taken of all entries, but no responsibility. In all classes under sixteen, name, age, and address of each exhibitor to be given. Above that age name and address only. Prize List and time for sending in exhibits, will be published in daily papers.

The Committee invites the co-operation of all teachers, parents, and others interested in the training of the young, feeling sure that the Exhibition itself, and the preparation for it must have-a high educational value.

James Bowlker, Hon. Sec. Children's Work Committee, 157, Manchester Street.

T. G. Strange, Secretary Industrial Exhibition, 157, Manchester Street.

1s 6d, 2s, 2s 4d & 2s 8d KINCAID'S G.I.C. Guarantees every Ham, Roll, and Side of Bacon sold at their establishment to be grain fed.

Working Exhibits.

Art Exhibits.

Drawings, Paintings, &c., executed by Miss Jonas (Timaru), Miss Black (Dunedin), Father Salvador (Lyttelton), the School of Art Students, and others, will be found displayed upon the walls of the Concert Hall and Entrance Avenues.

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The Police Department:

Its Demoralisation Demonstrated.

The Basis for its Effective Reconstruction Suggested.

Facts, Figures, & Illustrations, from Numerous Sources.

By Theo. Wake.

To be had from the Author. Price, Sixpence.

Introductory.

The Reason for this Pamphlet.

THE recent exposures in connection with the New York Police Force created such consternation in the public mind, that a clean sweep has been made of the old officials, and of the nest of political spies, rogues, and incapables, who had found a resting-place and a means of making a rapid fortune by betraying the trust reposed in them by the people whose peace and safety they were supposed to protect.

If "Brighter Britain," the home of our adoption, is to escape the evils of corrupt administration, such as have made the name of the United States a bye-word in other parts of the civilised world, it will be by the creation of high standards of public morality, by honest criticism, and stern insistence upon the Executive that it shall never prostitute the people's weal to private profit.

The foundation of this nation's future is now being laid; the character of our public men will be—for good or evil—stamped upon our laws; and if the future of New Zealand is to be happy, if content and plenty are to be the portion of our posterity, the foundation of our public and private life must be made strong and broad. When the reality of the thought comes upon us that we are engaged in Nation building, that we are moulding the destiny of the unborn millions, the prayer of the poet comes to our memory—

*"God give us men. A time like this demands
Strong minds, great hearts, true faith and ready hands—
Men whom the love of office does not kill,
Men whom the spoils of office cannot buy,
Men who possess conviction and a will,
Men who have courage, men who will not lie."*

There is probably no other department of the State that is a better criterion of the public morality than the Police Force; the keenness of the people's regard for the enforcement of law for the protection of life and the preservation of peace, is an indication whether they have reached a point of development such as is imperatively necessary before any considerable measure of Christian Socialism can be realised.

In the firm belief that prevention is better than cure, I have written the following pages. My object is to draw the attention of the authorities to evils existing in the Police department, evils that can be remedied now, but which if left unchecked for a few years, will surely breed the great scandals that have so disgraced our American friends.

Occasionally, the Daily Press gets hold of some flagrant instance of maladministration in connection with the Police Department; but so far as I can ascertain, there has never been an attempt to state in detail the various causes that make the inefficiency of the Police Force a matter for common remark and for contemptuous reference. I hope by these pages to create such a healthy public opinion upon this important matter as to secure the removal of the cause for the criticism.

Although I believe the maladministration to be general, I have as a rule quoted local instances, as being easier of verification.

Copies of this pamphlet will be supplied every member of the Ministry and members of both Houses of Parliament, all the newspapers of the Colony, and all Liberal and Labour organisations. It is my earnest hope that those receiving them, after reading them and making careful enquiry as to the accuracy of the statements contained, will make strong efforts to bring about a more satisfactory Police System. Where the newspapers do me the honour to criticise the result of my efforts, I shall be extremely obliged if they will forward me a copy of the paper containing such criticism, to enable me to write replies.

Theo. Wake.

ST. ALBANS, CHRISTCHURCH,

29th June, 1895.

The Police Department.

THE New Zealand Police Force numbers 485 men, consisting of A Commissioner (who is also Inspector of Prisons), 7 Inspectors, 18 Detectives, 8 Sergeants-majors, 20 first-class Sergeants, 18 second-class Sergeants, 14 third-class Sergeants, 121 first-class Constables, 121 second-class Constables, and 168 third-class Constables. There are also thirteen District and nine Native Constables. The approximate cost per year is £95,000. The duties of the Police are numerous and varied—acting as clerks of Court, for which £10 a year extra is given, as bailiffs paid by mileage on summonses, as census sub-enumerators at 2s. 6d. per day and expenses, as dog-tax collectors on commission, as clerks of Licensing Committees, when a small honorarium is voted by the local bodies, as police gaolers, then paid by the Gaol Department; and in other ways, such as truant officers, inspectors of weights and measures, etc. In all these cases, save the latter, there are emoluments attached, which go to the police officer performing the duty, besides the ordinary wages allowed by the Department. The duties of the Commissioner lie in keeping a general eye over the workings of the Department throughout the Colony. The Inspectors, the next under him, are placed in charge of police districts, and are responsible for the good order of such localities. These districts are cut up into sub-districts, and a sergeant or constable placed in sub-charge, who conforms to the Inspector in charge.

At the chief centres, Auckland, Christchurch, Wellington and Dunedin, a Sergeant-major exists, whose duty lies in supervising the city police, lie having under him sergeants taking charge of the constables who do the beat duty. The hours are:—For day-duty men, 9 a.m. to 1 p.m., and 5 p.m. to 9 p.m., one day; 5 a.m. to 9 a.m., and 1 p.m. to 5 p.m., on the following day; for night duty, from 9 p.m. to 5 a.m. As the members of the rank and file are paid for seven days a week, they are expected to work every day in the year, unless on special occasions, when a constable can, by putting a request in writing to his officer, get a day off; but save on these occasions, and for twelve days' annual leave, which are allowed by the Police Regulations, he must not leave the town on any account, either while on or off duty. Uniforms are found by the men themselves, and no allowance is made by the Department. The salaries of Inspectors range from £800 a year to £400, with £50 house allowance; detectives 9s. 6d. per day to 12s. 6d.; Sergeant-majors 10s. 6d. per clay; sergeants 8s. 6d. to 9s. 6d. per day; constables 7s. to 8s. Recruits for the service are drawn from the Permanent Militia, and go direct to police duty. A constable is always supposed to be on duty, whether in uniform or not. The mounted men are supplied with horses and fodder, and attend to the ordinary police duty of the country. It is necessary to state these facts, so that the reader may follow me in my reasoning.

Now, I contend that the people of this Colony do not get value for the large annual expenditure of £95,000 on our Police Force, and I believe my readers will be of the same mind before they reach the last page of these papers, if indeed there is any existing doubt. Though credit is due to some members of the House, no politician has yet made any serious attempt to place the Service on a satisfactory footing, and confusion worse confounded is the order of the day. Letters are constantly appearing in various papers throughout the Colony, making flagrant charges against the administration of the Department, which, if not true, should receive official denial. Session after session goes by, and question upon question is put to the Government on this subject, but nothing has yet been accomplished that will be at once satisfactory to the men and the public. From the very inception of the con-stable's career until the time he falls out of the Service, he is in a state of unrest and uncertainty, owing to unreasonable regulations, unfair promotions, unnecessary transfers, and persecutions by tryannical superiors.

A regulation exists, to the effect that every member of the force shall be expected to know in what his duty consists in every case, and he will be held responsible for any illegal act he may be guilty of in the performance of that duty. This simply means that should the recruit make a wrongful arrest through sheer ignorance, he may be mulcted in heavy damages by the Civil Court, and even dismissed. For example, a raw constable in a Southern district arrested a Chinaman, who was wanted on warrant of commitment in default of payment of fine for trespass, the constable not being in possession of the warrant at the time. In consequence, an action was taken for illegal arrest, and the constable was compelled to pay up. A more recent example occurred in Wellington, in connection with a charge of sly-grog selling, when, through the constable being a raw recruit, a good case was muddled. The S.M. made some rather severe comments on the Police action. It should be hardly necessary to say that it is unjust and stupid to expect a man to have all the Acts at his fingers' ends, or be up to all the modes of law procedure without some previous training; yet men are sworn in, and within forty-eight hours are on street duty, and often in charge of most important beats, and they are ignorant of what steps to take should occasion demand. The consequence of this is, that men neglect their duty, and avoid "cases" for some months after their appointment, so as to get a smattering of knowledge from the older hands, and law-breakers,

meantime, are allowed "free leg." Now, this is rather a serious consideration, as, on an average, thirty recruits are annually enlisted.

The "kit" served out to the men is out of date, more especially the handcuffs, which are most difficult to place, and often hurt the prisoner needlessly. They are set to one size, and in some cases will not fit a small or large wrist, and the constable is put to the expense of a private pair. The revolvers are splendid instruments of the Colt pattern, but are most unwieldy, and as in the case of the handcuffs, small handy ones, equally as effective, are bought at the expense of the men. When the police, disguised, are in pursuit of dangerous criminals, it is of course highly necessary that the pursued should not know the identity of the pursuers, and one carrying a long revolver is not only noticed, but is so heavily laden as to greatly prevent fast travelling. Members are expected to reside within close proximity to the Police Station, and if the station happens to be in a favoured part of the town, rents are high, and men getting 7s. a day are paying as high as 15s. and 16s. a week rent. To make matters worse, though the Department has lately made a house allowance of 10s. weekly to sergeants, already well paid, it has entirely left the constables out, with the exception of some who do clerical work.

Constables are expected to hear the fire-bell on all occasions, and attend fires, whether on or off duty. The officers arrange with the watch-house keeper to call *them*, but the poor understrappers are expected to sleep with a "weather ear lifted." One of the most frequent charges against the constables is that they do not hear the fire-bell, and in many cases punishment is inflicted for failing compliance with this rule. Inspector Broham, of Christchurch, is especially active in enforcing this obnoxious regulation, and seems to pay as much attention to its fulfilment as to the discovery of incendiaries and fire-raisers. A constable coming off eight hours' night duty at five on a winter's morning can scarcely be blamed if so deep a sleep should overtake him, that at six he cannot hear a fire-bell.

It is also unfair that a constable should have to attend Court as a witness in his spare time, without having a corresponding amount of off time allowed him. This presses hard on night-duty men, as, should they make an arrest at night, they are expected to make a written report of the occurrence, and be prepared to attend Court (at 10 a.m. in most cases) the same day, and are liable to be detained all day, and resume their duty on the street at 9 the same night, quite fatigued through lack of sleep, and unfit to efficiently act when force is required. Result: many men keep out of the way of cases, and the public will understand how it is a policeman is so often absent when required. In the Victorian and other Colonial Services, arrangements are made which fairly and reasonably meet the case.

Great friction exists over promotion, and the political element is almost invariably present when a member is favoured in this way. The Hon. R. J. Seddon, some two years ago, issued a regulation that all third-class men with seven years' service free of offences, were to be promoted to second-class; but it was found that this regulation, like many others pertaining to the Police, was put into force simply where it suited those in authority; and there are to-day men of fourteen years' clean service who are still in the lower position, although their cases have been brought under the notice of the Department. For the last four years, the publication of promotions in the "Police Gazette" has been discontinued, and a shrewd suspicion exists that the purpose is to keep the men in the dark, in order to allay the discontent which naturally follows the knowledge of unfair advancements. Men have been promoted who could not pass a Standard III. examination. A case is known to the writer where a man promoted was so ignorant as to seriously make the statement that he knew of a vessel once being becalmed for three weeks in Foveaux Straits ! Comment is needless. Apart from this, their intellectual power has, in many cases, run to seed, and brought forth a prolific propensity for beer sampling, on the cheap too often. An acting-sergeant in Otago, some four years since, was arrested by a fellow-sergeant for drunkenness and being absent without leave, for which offence he was reduced to the lowest grade in the service and transferred to another town; but within twelve months he was promoted to his previous rank, though about the only case he had had in the meantime was that of an old lady who fainted in the street, and was arrested for drunkenness; his more sensible officer, however, refused to receive the charge, and the woman was sent home in a cab.

Cases could be multiplied by the score where promotions have taken place, the only recommendation in favour of such being an efficiency at political wire-pulling and evading opportunities of doing duty. The cases are very rare where simple vigilance, intelligence, and general efficiency play any part in influencing a promotion. The very natural sequence is, that the majority of the men think less of duty in seeking promotions, and more of that which brings the speedier arrival of the desired end—viz., political influence. There is a constable in the service who was once discharged for drunkenness, and took an hotel; but when the present Government got into power, he was re-appointed as a first-class constable (his former rank), with his old number given him, which will entitle him to compensation for previous service on subsequent discharge. This man has been allowed leave for the last six months on full pay, the last month being given him by the Department without application, shortly after the visit to him of a Cabinet Minister's wife. It is an open secret

that the constable is an old West Coast crony of the Premier's, and rumour says a relation. In answer to a deputation to the Premier on Police matters, Mr. Reeves, who was present, told the deputation what was untrue—viz., that the Atkinson Government reappointed this constable, hoping, of course, to divert the odium from Mr. Seddon. There are very few men in the service who have not some member of the House at their backs; and the constable who has two, or, better still, a Premier or Minister, always comes off best. The Inspectors are frightened to punish some members of the force on account of this political influence; and in many cases orders have been given by them for the removal of constables for drunkenness and other offences, only to be countermanded from Wellington within a day or two. No one will deny that this is a standing menace to discipline and good order.

The transfer of members from one district to another is carried out in a very unsatisfactory manner, being as delightfully uncertain as the promotions. Constable S., than whom there was no more fearless or capable officer in the Department, was rarely in a town longer than twelve months, and in some places a few weeks, and at last threw up his billet in disgust. These transfers, where not of the man's seeking, generally follow prosecutions of licensees, or friends of men of political influence; and in country stations, those who insist on compliance with the licensing laws lead the lives of modern Ishmaelites. Since I started this pamphlet, further bungling has taken place in the matter of transfers. Several orders for transfers of constables were issued; but within a week some were countermanded, and others were amended so as to give stations other than those originally named, political interference having intervened.

Commissioner Hume, in his Annual Police Report for 1892, says, "From my experience during the past year, I am more than ever convinced that to have a thoroughly efficient Police Force, it is imperative that the Inspectors, Sergeants, Detectives, and Constables should be periodically moved from one station to another;" and he consistently warns the Government each year against allowing long residence in one place of the police as being likely to impair their efficiency; for, naturally, friendships are formed which are bound to have a wrong influence; and yet men reside for twenty years in one place, and are so mixed up with business transactions, and possess so much local influence, that the Government are frequently in the humiliating position of ordering a removal, and suddenly countermanding it, rather than offend political friends. A constable at Christchurch was once ordered to Dunedin, for fighting and drunkenness, and a recruit sent to replace him; but, after a few days, an order came countermanding the removal. The comrades of this man can't swear that political friends came to his aid; but if the constable's frequent visits to the Telegraph Office, and numerous telegrams, count for anything, there was a friend of the right colour at court. This man had a long career of offences, being once discharged for bigamy, and I learned that later on he was charged at the Police Court with breaking into a man's house one night, dragging the man out of bed, and thrashing both his wife and himself. He was convicted and fined on two charges, and ordered to pay costs. The regulation affecting suspension in this case is a dead letter, for the constable has been on duty ever since the event occurred, although weeks have elapsed since judgment was given, and he is still doing his ordinary duty. This man told an acquaintance, that last summer he overslept himself on his beat on night duty, woke up half an hour late, got a boosing friend to allow him to run him in; and to make it appear like a genuine case of resistance, he plastered mud on the fellow's back. He was fined 10s. and costs, which was paid by the constable, who also presented the drunk with a new coat; thus he escaped punishment for being late. The writer has frequently been threatened, where the interests of private individuals (more especially licensed victuallers) have clashed with the execution of his duty, that he would be shifted. In too many cases, to the shame of the Government of the day be it said, conscientious policemen have been hounded from post to pillar, until they are either obliged to throw up their billets in disgust, or to fall into the habit, so common now-a-days, of "winking the other eye."

The Queenstown people influenced the Department to shift a sergeant who brought a case against a licensee for keeping a common bar, without provision for either boarders or travellers, the said evasion being of long standing. Until two years ago, the irregularity was allowed to continue, the Police knowing full well the consequence of interference. The eventual compliance with the law in this case was not through Police action, but through the house changing ownership. Sergeant Mulville, who was stationed in Dunedin, and had secured several convictions against publicans for breaches of the law, was shifted immediately on top of the publication in the "Licensed Victuallers' Gazette" of the following extract:—"Probably the Premier, Mr. Seddon, would find an outlet for Sergeant Mulville's superfluous energies on the West Coast." And although the Sergeant was anxious to remain, on account of his family, and in face of the fact that a deputation waited on the Premier and showed the "Gazette," and pointed out that the removal was practically notice to the force not to interfere with the Trade, he insisted, and Mulville is now in Napier.

The presentation of rewards in meritorious cases is again a most uncertain quantity. Some get them, and others, doing exactly the same meritorious act, do not, and no explanation is vouchsafed. A constable may be asked by a Customs officer to accompany him to a hotel or brewery in search of evasions of the Beer Duty Act, and should any be substantiated, he will get a reward for simply performing a mechanical act; while the man

who arrests a dangerous burglar, and has for some time been working up the evidence to justify that arrest, gets nothing—not even a friendly notice from his officer. Again, a constable who has been diligently at work some time getting a chain of evidence together against an incendiary, securing eventually a conviction, gets as little notice as the unfortunate who arrests a burglar.

The constables who on two occasions were successful in capturing long-sentence and dangerous escapees from Milford Sound prison, after enduring great hardships and privations, were never awarded a penny, although the Prisons Act of 1893 distinctly allows it. What can these constables think of the administration which connives at the evasion of an Act of Parliament to prevent men getting their just dues, when in similar cases, before and since, the rule has been to give monetary rewards, and in many oases also promotion?

Are they encouraged to do their duty to the colony and the public by such acts? I trow not. A disgraceful thing of this kind occurred about two years since. A harmless old man escaped from a lunatic asylum, and the police were sent in pursuit, eventually finding him asleep in a ditch. For this they were rewarded, some £2 each, for bravery displayed in the capture of a poor old fellow about sixty years of age. One constable refused at first to take the money, but was talked into it by his comrades. The worst feature, however, of the incident was, that one constable received doctor's fees, for injuries alleged to have been received in making this heroic capture, when in truth he had broken his ribs wrestling with a comrade. A standing reward of £50 is offered for the seizure of whisky mills. Now whom do my readers think get it? The discoverer of the still? Not if his officers know it. The discoverer rarely gets more than £5. The powers that be have seen fit to enact that a Customs officer shall be present at the seizure, and the police inspector goes on his own motion; they generally bring a sergeant-major or a chief detective with them, and the reward is then made out on a sliding-scale, the Customs officer getting first cut in, for payment of prosecution costs, the inspector second, and so on, leaving the discoverer a few bones to pick in the shape of the smallest reward of any. Evidence is remarkably difficult to get in illicit still cases, and the general way adopted for obtaining it is to pay some person to visit the locality, ostensibly in search of work, but really to get evidence of location; and as these persons are not so patriotic as to work for nothing, and as the Government rarely allow anything for this class of expenditure, the constable working up the case pays the man, and should nothing eventuate from the inquiries, he is at a loss; should, however, a seizure be made, he gets treated as has been described. Little wonder, then, that illicit whisky making is a thriving industry, and that convictions are rare. One was discovered in Wellington harbour eleven months since, working on a huge scale. The plant was capable of turning out fifty gallons a day, which gives £13,687 10s. a year lost to the revenue, at 15s. a gallon; but allowing that only twenty-eight gallons a day were being made on an average, and assuming that the proportion of offences against the "Distillation Act" compared with convictions is about the same as that of fire-raising, then you have no less than twenty-five undetected stills running in the Colony for every one caught, and, as an ex-police officer, I believe the estimate is not far out. This gives us, roughly speaking, £250,000 yearly lost to the revenue. The *Sydney Bulletin* calculates the New South Wales loss under this head at a million a year. The detection of fire-raisers is one of the most difficult offences the police have to sheet home; but there is a still more difficult lawbreaker to convict—viz., the whisky maker. For this reason I have taken the figures for these two offences for comparison. Last year, there was only one conviction against distillers, and the year before none. This shows the police are not coping successfully with this offence.

A few years since, convictions under this head were far more numerous, the men receiving more encouragement. Half the Police in the Colony know of the existence of some still or another, and have sufficient evidence to warrant them in reporting them, but the bait is not big enough to justify their putting forward any vigorous effort to secure a capture. In Beer Duty cases, constables are allowed rewards, but if another Police officer conducts the case in Court, he gets half the reward, and does comparatively nothing.

Other minor grievances exist, too numerous to particularise—such for instance, as wretched accommodation on some stations, intrusion upon the single men by their sergeants at 11 at night, to see they are in bed like good boys, and the compulsory confinement of the constables to the town in which they are stationed, while on or off duty. At the Christchurch Station the men are not allowed "to put their beds down" after 9 a.m., and are thus prevented from taking the rest that is needed after being on the weary beat. This compels them to seek comfort elsewhere, which very often means they are tempted to hotels or worse places. The Force is thoroughly disorganised; in many cases the members do no more than they can help to escape trouble; crime is on the increase in the more serious classes where detection is difficult; and, altogether, the morality of the Force is at a very low ebb. I am borne out in these assertions by various newspapers and Associations throughout the Colony, notably the "Lyttelton Times" (which said recently "that while the Police connive at all sorts of breaches of the law, we can expect to get no sort of advantage from the most drastic legislation"), Wanganui "Herald," Christchurch "Star," Dunedin Social Reform League, Progressive Liberal Association, etc.

The Progressive Liberal Association pointed out to the Premier the disorganisation which existed, also the

non-efficiency of the Service, in a long and carefully-worded letter. The Commissioner claimed, to use his own words, "that he did not wish to evade the question of dissatisfaction existing in the Police Force, and inquiry thereon, and was anxious to have any grievances, if such existed, most fully investigated, and courted inquiry thereon." But the Association's specific letter to the Premier contained charges so strong, that it has never been answered to this day (nine months afterwards); perhaps, however, the Premier is still "carefully considering the matter."

It will still be in the minds of some of the readers of this pamphlet, that towards the close of the session of 1894, Mr. G. J. Smith, M.H.R., put questions on the Order Paper relating to police irregularities at Christchurch, being the outcome of correspondence which appeared in the Christchurch "Star," and articles thereon. A letter signed "Bull's-eye" made three distinct charges against the Police administration:—1st. That plural bars were allowed under one license in most of the hotels in Christchurch. 2nd. That many hotels were illegally connected by internal doors with tobacconist shops. 3rd. That, contrary to the regulations, two detectives, having a brother and sister, respectively, licensees in the district, were allowed to reside in Christchurch. Mr. Seddon, as Premier, in answer to Mr. Smith, strongly deprecated the placing of such questions on the Order Paper, and denied *in toto* the truth of the charges. Meanwhile, the Police had compelled the licensees having internal communication with tobacconists' shops, to close such communication, and also to close the bar at one hotel. The Prohibition party then took up the case against the Government for allowing the detectives to remain, and pointed out that the Commissioner's Annual Report continually recommended periodical transfers of members. The Government gave way on the last of the three charges, so that "Bull's-eye" scored throughout. With regard to the plural bars, it seems that the Act of 1881 allowed extra bars on payment of an extra license-fee; but although these extra bars have been open for many years, no license-fees have ever been paid. The Act of 1898 withdrew the power to license extra bars, yet they are there all the same, no notice whatever having been taken of alterations in the law. The holders of the licenses under which extra bars are being run shelter themselves behind a technicality—viz., that the unlicensed bars are private, and do not come within the interpretation of the word "bar," which means a room or lobby opening directly on to a street or public place. It will be readily seen how the Act can be stretched. Supposing, for instance, a publican had a hotel a few chains from where a large concourse of people were in the habit of meeting, he, according to Police ruling, would be within the law if he constructed a temporary passage from the hotel to the spot, at which place he could then sell spirituous liquors without a license, providing the customers had to turn round a corner before reaching the bar. In justice to the public, the Government should insist on a test case being brought, and if the law is faulty, on having it amended, to prevent such contemptuous proceedings. The Central Hotel, Christchurch, has two bars, one of which is at the corner of a busy thoroughfare, and the other a chain down another street, at the corner of the building, both bars opening directly on to the street; yet the Police refuse to act. The City Hotel, Christchurch, has a building constructed over a right-of-way which connects the hotel with a billiard-room over a pawnbroker's shop, in which billiard-room there is a complete bar, presided over by a barmaid, the whole thing being separate from the hotel; the public entry is direct from the street to the billiard-room. If this is the law, there is nothing to prevent a licensee having a bar in every room in the house, save those required by law to be set apart for other purposes, or to extend his bars in all sorts of directions if there be space available. The closing of the bar, referred to above, was a most peculiar proceeding. The Boniface was simply ordered to shut the doors which opened directly on to the street, and, so instead of having three entrances to this bar he has two, being circuitous instead of direct. Do my readers think this is the intention of the Act, as framed by the people's representatives? The odium falls on the Government, for not compelling a prosecution of the holder of this license for a clear contravention of the law. A deputation which waited on the Inspector in Christchurch on this matter, was told that as the offence was one of long standing, the Department thought it hard to prosecute, whereupon one of the deputation remarked, "It would be no harder than prosecuting sellers of ginger-wine without giving them notice, after selling for 30 years, and advertising the fact, innocent of its intoxicating power." (This had been done a week or so before that date.) The freedom allowed the publicans by the Police, is one of those disgraceful laxities so incomprehensible to people of truly liberal ideas, who believe in "fair play to all, and special privileges to none." The "Oamaru Mail," of recent date, in an editorial on Police connivance at law-breaking, says, "We are being driven to the conclusion that the police and the Courts exist for the protection of the liquor traffic in any guise, rather than for its regulation as far as possible in accordance with civilised instincts." Constable X—, of Christchurch, was recently sent to trap a tobacconist into selling tobacco on a Sunday, and used a nine-year-old boy for the purpose, giving him some coppers with which to purchase a stick. The boy knocked at the door, but found it locked, and after a time was admitted, and the tobacco sold. The constable then summoned the law-breaker, but, through the fact that the shop was not "open" for the sale, the case was dismissed. The Police, not to be outdone, laid the information in a different form, with the result that the man was fined. Such zeal where licensees are concerned is unknown, and I have never known a second information being laid against a publican, where the first has failed.

In a notorious case of sly-grog selling at Cheviot, the Police, when asked, refused to take action, until threatened with exposure in the House of Representatives, when the law-evader Scott was convicted within a month; he is now serving a sentence in gaol for perjury, in connection with the case.

The "Bull's-eye" correspondent so raised the ire of the Police Department, that detectives were set to work to try and find out his identity, and the name of a Christchurch citizen was supplied to the Premier by Inspector Broham as being the author. The "Lyttelton Times" of October 18th, 1894, in severely commenting on this conduct of the Police, says: "This may, from a Police Inspector's point of view, be a perfectly proper proceeding, but it must be obvious to everyone who knows anything about the methods of a respectable journal, and particularly to everyone who knows anything of the high integrity of our contemporary (the Christchurch "Star"), that Inspector Broham has either made a wild conjecture as to the authorship of the letter, or resorted to some irregular means to obtain information which was entrusted to the editor of the newspaper. This is a matter which the Inspector and the Editor may be very well left to settle between themselves; but it seems to us only fair to state that during the past few weeks strenuous efforts have been made by a member of the local detective force—acting, we presume, under the direction of his Inspector—to obtain, by the most contemptible means, the names of the writers of anonymous letters published in our own columns. It is not our business to say what motives may have suggested this monstrous attempt to evade the anonymity of the public Press—it is sufficient for us that it has been entirely unsuccessful—but while Mr. Seddon encourages, by his apparent approval, such an impudent outrage upon public independence, we must not be surprised to find the officers of his department ready to assail one of the most sacred institutions of the nation;" and this from a paper which is one of the strongest Government supporters in the Colony, and in which one of the Ministry is interested. The Christchurch "Star," another Government paper, has attacked the Police in still more scathing terms on the Police irregularities. The article is published *in extenso*:—

"Inspector Broham should by this time be aware that he has been guilty of a very grave offence, in making a statement to the Ministerial head of his Department which is incapable of proof, and which, on the face of it, was made so as to give it the appearance of having been obtained from the editor of this journal. And this is not the first time that Inspector Broham has, in his official capacity, endeavoured to prejudice the conducting of the 'Star.' On a recent occasion, a correspondent wrote to this paper, and spoke of a number of lads haying been seen by her, coming out of an hotel in this city in an advanced state of drunkenness. An attempt was made by the Police to obtain the name of the writer of the letter in question; but, as the woman who wrote refused to give her testimony, or disclose her identity, the editor declined to satisfy the Police in the matter. But part of the conversation—conducted under a pledge of the strictest confidence—was divulged by the Police, and was stated to have become, with additions, public property. That use was made of what the editor stated, and of what he did not state, by order of Inspector Broham. Serious thoughts were then entertained of laying the whole matter before the Defence Minister; but, after an explanation from the Inspector, the editor decided not to move further. But now that Inspector Broham has, in a most unheard of manner, made an assertion as to the authorship of certain letters which have appeared in the 'Star' over the *nom-de-plume* of 'Bull's-eye,' the whole question of the Inspector's conduct in these matters must be brought under the notice of his superior officer.

"In reply to a memorandum addressed to him from this office, Inspector Broham has stated officially that he did not get his information from this office. Of course, he did not. Then, by what right does he make an assertion such as that which appears in his report to the Defence Minister? Inspector Broham does *not* know the author of the letters, and yet he had the effrontery to embody a statement in an official report which not only makes it appear that he *does* know, but also that he has obtained his information through the failure of the editor of this journal in his duty to that profession of which he is a member. For the report of the Inspector of Police here will bear no other interpretation, and, therefore, that officer has committed a grave offence against this journal, as well as attempting to deceive and mislead the Ministerial head of his Department. Who, it may be asked, would be safe, if inspectors of police, or, indeed, any other of the members of the force, were permitted to hazard statements as to the identity of writers in the public Press of the Colony? Such an act is wrong and indefensible, and the only marvel is that any man holding the position of Inspector of Police should have placed himself in such a position. Is it that the Inspector is safe from any of the consequences of his acts? Can it be that there is a mutual understanding between the Inspector and his superiors? The occurrences of the past few weeks would point to something of the kind.

"For it will be remembered that when charges were made in the 'Lyttelton Times,' the Premier, in his place in the House, declared that, on report from Inspector Broham, he had received a complete refutation of the charges made. At the same time, it was known to almost every man in Christchurch, and particularly to those of them who are in the habit of using the hotels as places of refreshment and entertainment, that the law was being flagrantly and continuously broken. Any ordinary citizen could have told the Premier, and could have proved it up to the hilt, that Sunday-trading of a most brazen character was going on (and is going on still), and that the hotels were being kept open after hours without let or hindrance. All this, and more, the Premier might have

learned in a hundred directions, but he not only accepted the police report without question, but went out of his way to point to our morning contemporary's charges as quite unfounded. This, to say the least, was an improper attitude for the Premier to take up, and his conclusions were as faulty as his manner of publicly stating them was undesirable. It is well enough known that since the letters of 'Bull's-eye' appeared in the 'Star,' communication between hotels and tobacconists' shops has been closed, and at one leading hotel a public entrance has been permanently closed. If the law had been carried out by the police prior to the appearance of 'Bull's-eye's' letter, how comes it that the Premier is satisfied to tell the House and the country that the charges against the police have not been borne out by facts? Either the Premier, in his capacity of Defence Minister, has been grossly misled, or he has accepted a grave responsibility in shielding from blame a number of officials who have failed to do their duty.

"For some considerable time past, reports which have been made to the police authorities as to the conduct of the hotels in Christchurch, both by civilians through the Press and by the constables themselves, have been disregarded by the Inspector, and the worst-conducted houses in the city have enjoyed a complete immunity from police supervision. It is difficult, indeed, in the face of all the facts which are at the disposal not only of the newspapers, but also of almost every other man one may meet in the city, to fitly characterise the conduct of the head of the Government in this very serious matter; because, unfortunately, it is not only as Defence Minister, but as Premier of the Colony, that Mr. Seddon's conduct has to be considered? If at the very source of the police administration of the Colony there is impurity, what may not happen further down stream? The Premier has, in this matter of police duty in Christchurch, not only failed in his duty as head of a great public department, but he has also failed in his duty as a good citizen, and as one who should be an upholder of the law. No one desires to lay blame upon the police where it is not deserved; but when the Inspector makes a report to the Minister of Defence, and that Minister accepts a report which is open to the most serious question—which is, it may be said, not in accordance with known facts—to what conclusion can the public come? For many years past it has been publicly known, that if any police-constable or sergeant attempted to carry out his duties strictly and impartially, there was enough pressure *outside* the force to compel the officer to desist. Again and again officers have been shifted—promoted in some instances in rank, but always sent to inferior stations—when they have tried to properly and efficiently discharge their duties. It is now said that this sort of thing has been accentuated, and that the pressure of 'vested interests' has resulted in a general order—not written, but distinctly implied, and confided to the men by their superior officers—that the police as a body are not to interfere with the respectably-conducted houses, no matter how they contravene the law; while in the case of the vilest houses in the Colony, the police are to 'wink the other eye,' because from out these dens of infamy the police obtain such information as enables them to effect the capture of certain evil-doers. So far as the Broham-'Star' matter is concerned, more will be heard of it, for the matter cannot possibly be left where it is, though one indeed feels some hesitancy in bringing the matter before the head of the department, after what has already happened."

The "Evening Post" of May 22nd, 1895, devotes its leading article to the rottenness of the Service, which is also given in full:—

"A MATTER OF MOMENT.—Amongst the questions of administration which should be made subject to drastic and searching review as soon as Parliament meets, are matters relating to the present condition of the Police Force in the Colony. For some time past it has been evident to those behind the scenes that unless steps are taken soon to put an end to the state of things at present existing, the country will before very long be brought face to face with some very grave scandal in the administration of justice, which will utterly shake the confidence of the people in the instruments of the law. In theory, the system of taking young men of good character, education, and physique into the Permanent Artillery, and drafting them, after they have undergone a desirable course of drill and discipline, into the civil force, is commendable. But in practice, under the present methods of administration, the system is rotten at the core; and while a base is unsound, the superstructure reared upon it must of necessity partake of that unsoundness. It will be remembered that one leading feature of the historic disagreement between Colonel Fox and the Government was upon the question of the enlistment of men into the Permanent Artillery. The Commandant was under the hallucination that considerations of fitness as to physique and character should be the sole guide in the recruiting of the Force, and that he should be the judge in these matters. The Defence Minister was of opinion that entirely different factors should be considered, and that 'fitness' should cover matters of political and other expediency not contemplated by the military code or the Defence regulations. So there was a difference which widened broadly, and led, ultimately, by accumulation of other differences, to the resignation of the Commandant, to a certain commission, and to various matters which finally ended in the union of the previously discordant and antagonistic elements of Commandant and Minister, upon a distinct understanding that the recruiting was to pass from the military to the political branch. And in effect, we have had some curious things. We have seen men recruited who ludicrously failed to reach the physical standard prescribed by the regulations. There is at least one instance of a man

reoruted, against whom stood two previous convictions in the criminal courts of the Colony; and it is freely alleged that not only were and are men reoruted whose character should, by any rational code, entirely unfit them for the position of guardians of the public morals and the public peace, but men have been recruited who were physically unsound, whom the proper medical officers had declined to pass, but who had then succeeded in obtaining some sort of 'Open Sesame' outside, and been returned to the department with explicit instructions that they were to be taken on with all their moral blemishes and all their physical imperfections on their heads—for in the New Zealand code politics cover a multitude of sins, and a change of 'colour' is eminently calculated to cleanse the subject from all his iniquities. It is not only in the J.P. list that this is seen. But while the cancer is growing beneath, there are, here and there—many more than the sober citizen imagines—eruptions on the surface which indicate the condition of things within. There were the notorious scandals in connection with a Wellington artillery-man, which ended in the Terrace Gaol. There are the known facts, that the leading Magistrates of the Colony are alive to the growing danger, and an ever present weakness which exists in their courts, and that the chief officers of police in the Colony have had their confidence in their men severely tried and sorely shaken many times. It is freely alleged, for instance, that in more than one town of the Colony, the Inspectors are, owing to being unable to place reliance on some of their men, unable to secure detection and punishment of breaches of the licensing law known to exist, and that while reputable hotels strictly observe its provisions, others can sin with impunity. There are the cases of offences against women on the part of police constables and artillery-men, which have led to more than one dismissal outside of Wellington, and more than one in it. There was the recent notorious case, in which a police constable boasted at Wellington Police camp of the seduction of a girl, and then, through a long and extraordinary trial in both the Magistrate's Court and the Supreme Court, perjured himself day by day with regard to it, till he brought down upon his head the stern reproof of a Judge of the higher court. Then, when it was known that a warrant was out for this man's arrest, and when it was known also that charges of perjury and desertion of his child were hanging over him, he was allowed to walk out of a Wellington police station with his belongings, and suddenly disappear from ken. And when this fact was discovered, and the Inspector and the Department desired to stop the fugitive at all ports, is it not true that the Inspector found that an extraordinary delay was shown in the sending out of the telegrams, and that he had ultimately to supervise this himself? And the fact remains, that the man is still at large, either within or without the Colony. The fault lies not with the police officers, who, in the majority of instances, are men of absolute probity, who have won the respect of all with whom they have come into contact; but if the tools are faulty, the craftsman cannot do his work; and the considerable leaven of excellent men who are, notwithstanding all the abuses, still in the rank and file are sorely hampered by the element of the unworthy which has been and is being introduced among them. These things are matters of common talk amongst the police themselves. They are brought face to face with causes and results in the depths which outsiders have only to surmise from the repeated disturbances of the surface. If a proper public enquiry were made, at which the witnesses were given clearly to understand that they would be protected if they spoke the truth, some startling things would be revealed. But whether such an enquiry be vouchsafed or not, the sore is there. It must be ruthlessly attacked at its root, and no attempt to plaster over the surface will be of any permanent avail."

Then again we have another Government supporter, in the shape of the "Auckland Observer" of May, 1895, giving another thrust at Police maladministration. It says:—

"Without a reliable police force, where are we? and what is our guarantee of the safety of life, limb, and property? And there is no department of the public service that needs to be more searchingly looked into just now. It is not that the force is not well officered. On that score, there is little, if any, ground for complaint. But of late years, political considerations and the need of finding billets for hangers-on of the Government have made the system of appointment rotten to the core, with results that are now manifest in deplorable exhibitions in several centres. All recruits to the police force graduate to it through the Permanent Artillery. And it is notorious in Wellington, which is the chief training ground, that men have lately been enrolled, not only of such moral character that they should not be received into any State force, but even physically unfit. Men have been placed on the roll of artillery-men who could not pass the medical requirements of the regulations.

"In one case, an applicant very much under the standard height was accepted; in others, men physically unsound. Candidates have submitted themselves to the regular medical officer and been refused by him, but have managed to secure some sort of certificate elsewhere, and have come back to the Department with Ministerial and official instruction that they were to be taken on. One was lately recruited into the Artillery and drafted into the Civil Force, notwithstanding that two convictions stood on record against him. Then there is the recent shameful case of Murdoch, who was known to boast at police camps and elsewhere of having seduced a young girl, whom he subsequently swore, during a three days' trial, that he had had no dealings with, and whose character he endeavoured to traduce, bringing down upon himself caustic condemnation from Mr. Justice Richmond.

"Yet the fellow afterwards took the girl—forgiving woman again!—with him to the Commissioner of Police, to plead that he might be reinstated, or else allowed to resign. The Chief declined to do more than allow him to resign, in case he should marry the girl, the only alternative being dismissal and prosecution for perjury. Dismissed he was, and instructions were given that he be prosecuted, not only for the perjury, but also for desertion of his child. Yet, in the face of the general knowledge that these steps were to be taken, it was found, on the warrants being issued, that he had been allowed to slip out of the Mount Cook Police Station at 11 o'clock at night, taking his boxes and all other belongings out of his quarters there, and to disappear from public view. Moreover, the telegrams which had been ordered by Inspector Pender to be sent to all places where he might have been intercepted, proved to have been delayed in the office for a length of time which may have been sufficient to defeat the purpose in view; and the Inspector himself was obliged to step in, and personally see that the messages were ultimately despatched.

"To this day, Murdoch, though well known in different parts of the Colony, and so well described that any intelligent officer might distinguish him, still goes free. Such things could not possibly have happened to any man over whom such charges were impending, had he not friends and accomplices in the police ranks. Not only are there allegations of constant improper relations of constables with people of ill-repute, but Murdoch's case is by no means the only one of heartless betrayal of women committed by members of the force within the last few months. At Napier, several men have been dismissed, in consequence of their notorious immorality.

"But they are stricter in Napier than they are in Auckland. Not very long ago, it was proved that a police-constable employed himself in his spare time building a fowl-house for a notorious house of ill-fame in that city, and this was by no means the most serious charge against him. But he possessed political influence, and instead of being summarily dismissed, he was moved away to another community. In almost every instance, it is the men drafted in from the Artillery that prove the source of weakness. All the leading magistrates in the Colony privately express the view, that no dependence can be placed in the due administration of justice, or in the proper exercise of police surveillance, while the conditions of the service remain as they are. Should any police enquiry be held that would be open, and not conducted on the usual Star Chamber lines, we have reason to know that a great mass of evidence would be tendered from most unexpected sources, to show the absolute necessity there is for far-reaching reform."

A constable lately resigned to go to Coolgardie; but the field did not come up to his expectations, and he returned, being immediately reinstated in the Artillery as the first step to his re-appointment.

An inspection of the Police Records at Wellington will show many oases of recent occurrence, where men have been discharged "medically unfit," being thereby entitled to compensation, and within a short time they were again in the Service.

In Commissioner Hume's Annual Report to Parliament, he amply admits that an understanding has existed between licensees and the Police, when he says, "The Police have always been in touch with licensees, and in the past have depended largely on the publicans for information; and no doubt they now find it somewhat difficult to turn aggressively on the latter, when formerly forbearance was the price of assistance when wanted; and it is for these reasons that credit is due for the faithful and impartial manner in which the Police have carried out these duties."

As the Premier, followed by his echo, Colonel Hume, proclaims with loud voice the efficiency of the Service, I will now treat my readers to a few figures showing the increase in crime in all the more serious classes, there being a total increase of offences in the Colony for the year 1893 over that of 1892 of 450. The figures are compiled by the Commissioner himself:

In cases of assault and robbery, only 50 per cent, of convictions followed; in burglary, only 90 convictions out of 261 cases; in cattle and horse-stealing, 45 convictions out of 128 cases; disobeying orders of Court, etc., 125 convictions out of 252 cases; embezzlement, 15 convictions out of 56 cases; larceny, various forms, 99 convictions out of 241 cases; receiving stolen property, 3 convictions out of 19 cases; and in sheep-stealing, only one conviction was registered in the whole Colony, out of 26 cases reported. No wonder sheep-stealing has attained such alarming proportions, when the Police are practically powerless to prevent it.

It will thus be seen that Mr. Seddon's assertion, that "the manner in which crime was suppressed and traced home reflected very great credit on the service," is not borne out by facts. In the cases given above, intelligence, tact, and that indescribable something which a good policeman should possess, seem to have been greatly lacking, as well as success in obtaining convictions when cases were before the Court, through incomplete evidence.

The Commissioner of Police does not show in his return of offences those against the Licensing Laws, and I have a very shrewd suspicion that he is so ashamed of the way these laws are enforced, that he thinks they would make very lively reading for the Temperance Party. However, we have this in his return for 1898, that there were 5,251 cases of drunkenness for the year; yet no one will say there were 5,251 cases brought against publicans for making these persons drunk, in fact, I think I can safely say that not a dozen publicans throughout

the whole of the Colony were fined for this offence. I have not heard of one personally.

One of the Premier's recent utterances on the Police question ("Hansard," 1894) was to the effect that "there should be a reasonably fair compliance on the part of licensees with the law, and he intended that there should be, so long as the Police Department was under his control." I hope my readers will observe those three words—"reasonably fair compliance"—the interpretation of which by the Police themselves is such that the "Star," the "Lyttelton Times," and other papers are perfectly justified in their criticisms of the Service. Why should the publicans be singled out as the only ones from whom is expected a "reasonably fair compliance" with the laws? All law-breakers should be treated in the same respect, and the same compliance with the law should be expected from licensees as from others. Would Mr. Beddon allow a "reasonably fair compliance" from those who make their living by larceny? There can be no half measures. In 1892, in answer to a question from Mr. Hutchison, M.H.R., on Police classification, Mr. Seddon said he was not at all satisfied with things as they were, and he would give effect to Colonel Hume's recommendation; but even Ministers forget promises sometimes.

The slipshod way Coroners' inquests are conducted is another instance of the happy-go-lucky style of our police administration. When the dead body of a poor friendless wretch is picked up, it is taken to the nearest hotel, dumped down in the stable—if of the lower class—and a jury culled from the loafers and out-of-works in the vicinity (as the police don't like to bring business men from their work), and the evidence (?) is rattled through as quickly as possible, with usually the formal verdict of "Found drowned," or "Cause unknown." Very little trouble is taken to find out the cause of death.

A few months since, two men, named McGirr and Taylor, got so drunk, in Christchurch, that they accidentally set the house on fire which they lived, with the result they were burned to death; out of curiosity, I went to the inquest, when, to my astonishment, I saw the publican in whose house they had been drinking sitting as foreman of the jury on the body. Just fancy, readers, the absurdity of the position! There is a publican, living a stone's-throw from the scene of the fire, placed on the jury to "find the cause of death," when he himself has, probably, supplied the liquor which has taken away their senses! The police were responsible for his presence. I promptly drew the attention of the coroner to the position, with the result that he delivered himself of a very severe rebuke to the police.

I quote the "Star" on the subject:—

"Mr. Gaffney and the Licensed Victuallers' Association might well be excused for praying to be preserved from their friends—their friends, in the present instance, being the police. The inclusion of any licensed victualler—not Mr. Gaffney in particular—on such an inquiry as that which took place on Saturday, was simply indecent; and it is matter for regret that Mr. Beetham did not speak out even more plainly than he did over the circumstances in connection with the holding of the inquest. From facts, that are before the writer, it appears that certain evidence was referred to the police, and not accepted by them. The case, as it stands at present, is a grave reflection upon the police; and the sooner they move in the matter, the better will it be for those who have the ordering of the movements of the force in this place."

A few days after, the body of a poor "unfortunate," with a black eye, was picked up in the Avon, and by a piece of luck I was put on the jury. The evidence adduced was so unsatisfactory and insufficient, that I drew the attention of the Coroner to it, and he ordered a *post-mortem*, adjourned the case, and called the police to account for their neglect in bringing insufficient evidence, and directed them to make further enquiries. At the adjourned hearing, evidence was adduced which showed that a row had occurred at 2.30, on the night of the death of the woman, between a man and woman near where the body was found, and I may state that this information would not have come out, had it not been for the questioning of the witness by a jurymen after Inspector Broham had led his evidence. There is no doubt in my mind that this woman met her death through foul play, and the police hardly noticed the case. Inspector Broham was so enraged at my being on this jury, that he had the constable who placed me there before him on several occasions, and gave him a severe reprimand. Although I brought the matter before Colonel Hume, the officer in charge, no notice was taken of this peculiar conduct.

The "Lyttelton Times" had the following on the subject:—

"It is gratifying to find that Mr. H. W. Bishop has determined to make Coroners' inquiries something more than empty formalities. At the inquest held at the Star and Garter Hotel, yesterday morning, on the body of Emily Pike, he commented upon the unsatisfactory nature of the evidence led by the police, and subsequently adjourned the proceedings for the production of medical testimony. This is exactly the course, as we pointed out the other day, which should have been pursued in the case of the unfortunate man M'Girr. In fact, if these inquiries are to be of any value at all, they must, whenever there is the slightest room for a suspicion of foul play, be assisted by medical evidence. How could any jury arrive at a decision that would be worth two straws upon the facts that were adduced at yesterday's inquiry? The unhappy woman might, for all the police knew or seemed to care, have been dead for hours before her body was committed to the water. What would be easier

for a homicide, who happened to be acquainted with the slovenly practices of the local authorities, than to throw his victim into the Avon? Scores of crimes may have been concealed in this way; and if Mr. Bishop had paid no more attention than the police to our recent protest, the facilities for obtaining a comfortable verdict of "Pound drowned" might have remained undisturbed. Now, however, that a stipendiary magistrate has joined in our protest, we may expect that effective means will be employed for the prevention and detection of crime."

Within a short time a third case of police connivance at a failure of justice came under my notice. A poor wretch, who had been drinking hard for some time, slipped, while drunk, coming from a hotel, and broke his neck against a brick wall. A friend and myself, having heard that the police were going to prove the man died in a fit, interested ourselves, and forced them to call evidence, which proved the man had been so drunk for some time, that he was bordering on *delirium tremens*, and that his mate had called a constable to take him in charge, for fear he should get killed. The constable did not do so, and that same evening he met his death as above stated.

I again quote the Christchurch "Star" on these cases:—

"That there has been an amount of excessive drinking in this town and district of late, it requires not a Scotland Yard detective to find out. The facts are written in the records of the Police Court, and in the more awful proceedings of Coroners' inquests. The question was put to the City Licensing Committee, whether or not something could not be done to prevent flagrant breaches of the law alleged to have happened, and the reply was that the police officers were the proper parties to apply to. Now, the police have been applied to. They have had furnished to them, again and again, particulars concerning certain businesses—the proprietors of which openly and impudently break the law which other and more respectable hotelkeepers endeavour to keep. As some hotelkeepers themselves very justly put the thing: 'If I keep the law, and others in the trade break it, it means that those I disoblige when the house is closed in accordance with the law, will take from me their custom, and my business will suffer in consequence.'

"There should be no such thing possible under properly-constituted police supervision, and the question which Colonel Hume, as Commissioner of Police, has to answer is: Why should the law be so administered, that certain houses in this city are permitted to break the law every day and every night in the week? Again, and in the same connection, why is it that little children are served with drink to be taken off the licensed premises? and why are men and women allowed to drink themselves into drunken stupidity in some of the licensed houses, without the police making an effort to punish the offenders? When these questions are answered, will Colonel Hume inform the people of Christchurch why it is that his officers permit—in the very centre of the city—a shameless Sunday traffic to be carried on, so that drunken men (principally young men) may be seen staggering about, and making themselves offensive to peaceful and respectable citizens during Sunday afternoons and evenings? Why is it, also, that no notice has been taken of repeated verbal complaints that have been made to the Inspector concerning the cases under notice?"

"Will the Commissioner of Police inform the inhabitants of this place why certain evidence was suppressed at the inquest on the body of a man who was burned to death recently? why no further inquiry was made to set at rest the rumours that have been current concerning the way that one of the unfortunates came by his death? and why the police, knowing that people were willing to give evidence, did not call them; and how it came about, in a more recent case—where death was clearly traceable to drink—the giving of the testimony that proved the fact had to be forced upon apparently unwilling officers? These questions by no means exhaust the list, but they serve to show (owing to the possibility of their being asked) in what state the police force is known to be at the present moment in Christchurch. To-morrow, something will be said about the want of police protection in public places of amusement; and perhaps Colonel Hume will be good enough, at his earliest convenience, to return answers to to-day's batch of queries, together with those to be put to-morrow."

About this time, a case cropped up in Masterton, where an inquest was held on the body of a drunkard, the J.P. conducting the inquiry being a brewer, the medical expert a brewer's son, and another liquor man sat on the jury. The J.P. held the inquiry, although not the coroner of the district, and the matter was brought up in the House. The attention of the Commissioner being forcibly drawn to these cases, he issued an order, dated 14th December, 1894, disallowing liquor men from sitting on juries where drink is the supposed cause of death.

A case was brought against McNamara, a Christchurch licensee, some six months ago, and the case was so glaring, the man pleaded guilty. As it was compulsory on the S.M. to endorse the license, he asked for it to be produced, but it was not forthcoming; then it was found that the licensee had never been notified, according to the custom and law in such cases, to produce his license. Now, as the chief detective was hand in glove with the licensee, and as they were openly reported to be running a brewery together, that McNamara, a day or two before the case came on, was in deep confab with the chief detective for half an hour, and in view of his frequent visits to the Police Inspector, it is not surprising that the public attributed the neglect of the police to a design to save the licensee. The Christchurch "star" drew public attention to the matter in its columns, and the attention of the Commissioner of Police was drawn to the matter, but he had not the courtesy to even reply.

Another very strange thing in connection with the police administration is the fact, that although a police regulation exists providing for punishment of members of the service for neglect of duty, it is notorious that the most ignorant and the laziest men in the service get along the best; while the intelligent constable, eager to do his duty fearlessly and well, is constantly before his officer for trivial offences, fancied and otherwise. Two months ago, I stopped in the street to report a matter to a constable on the beat in Christchurch, and, while doing so, his Inspector passed, and when the constable came off duty, he charged him with gossiping in the street, which the constable denied, and asked that I be called to disprove the charge. This was disallowed, and the Inspector then delivered himself to the effect that, although he could not prove the charge, he would remember it against him when next he was before him. I brought the conduct of Inspector Broham before Colonel Hume, but that officer shielded his subordinate, as usual; and so the game goes on. One constable has asked for a transfer to any place outside Inspector Broham's district, to get away from his supervisions. It may be news to many, that the constables are disallowed joining any political association, or even debating society; may not speak to M.H.B.'s on their grievances; must not write to the papers; and, in brief, are tied hand and foot, so that it can readily be seen that the position of a constable without political influence is a very miserable one.

I find Colonel Hume in his 1894 Police Report saying, "When a station becomes vacant, the senior constable not having charge of one is, when duly qualified, as *a rule*, promoted to the vacancy." Why does Colonel Hume put in those three significant words, "as a rule," if not to allow of political influence creeping in to give the coveted post over to some raw nonentity, whose only recommendation is a political relationship with the party in power? My readers will agree, that if those three words were excised, this system would be highly commendable.

The Commissioner admits by implication, in the same report, that there is a power behind the throne in influencing promotions, etc., and says: "The Commissioner's object should be to make the members of the Force smart, capable officers, etc., etc.; but unless these matters are left to the independent discretion of him who is appointed to administer the Act, injustice will be done, which can only tend to create dissatisfaction and discouragement generally," etc.

Another grave mistake is made in keeping no detectives stationed at the principal seaport of the Colony—viz., Lyttelton. There should be at least one smart plain-clothes officer there, whose duty would be to keep a strict eye on smugglers, the arrival of spielers or persons wanted from other colonies, the noting of the place of destination of dangerous criminals liberated from Lyttelton Gaol, and other duties most important to proper supervision of the criminal classes. At present, these duties are anybody's business, with the usual result—nobody's business. There are four detectives stationed at Christchurch, whose duties are continually overlapping, and little or no attention is paid to the seaport.

Then, again, a great amount of money is needlessly wasted in employing constables to do the clerical work of the Department. This could be done equally well by Civil Service cadets, who would start at about £50 a year, instead of having men drawing as much as £190 and £200. At Christchurch, there are five constables doing clerical work, and sometimes six, to say nothing of the Inspector and Sergeant-major, and the Inspector of Weights and Measures. I maintain these men should do the duty they were sworn in to do—viz., preserve the peace; and two cadets at most would be sufficient to replace them. The same thing applies equally at other centres. A lot of needless correspondence and writing is done, which should be stopped, and less clerical work would be necessary. For instance, in trivial cases, a man in charge of a country station should be empowered to take action, instead of first making a long written report to the Inspector. Acts of Parliament are laid down for police guidance, and if a constable is not fit to interpret them in petty cases, the taxpayers should not be compelled to pay the salary of an ignoramus. A thorough overhaul of the antiquated clerical system of the Police Department would give such an eye opener of red-tapeism as would be startling. We have at the Christchurch Station 33 men; of these, 6 are doing supervising work, 5 clerical work, 2 jobbing about the station, and the rest doing the real duty, such as mounted and street patrol and detective duty. There is too much prying on the men, and watching they do not deviate from the straight path, consequent on this over-officering. There is not enough responsibility left to the individual, and the result is too often that the men are not what they should be. There are 65 officers over 420 constables for the Colony. Personally, I think it quite unnecessary that a sergeant should have to go out in charge of every relief; the men should be sent out from the central depot alone, and be answerable to that depôt. The Inspector could make a visit at uncertain times, which would be ample. One of the chief reasons for the general want of efficiency and smartness in the constables, is the fact that the men are so surrounded with foolish and obsolete regulations, and their own actions are so closely watched, that instead of keeping their eyes on the movements of the criminal class, the better part of their attention is devoted to the movements of their superior officers. It is a well-accepted axiom, that one working with his heart in his work, and under reasonable conditions, without espionage on his every action, will give his master better value for his wages than one who is harassed by fossilized regulations, dogged by his

masters, and robbed of his individuality—treated, in fact, like a mere machine. Another indignity under which the men suffer, is that of having not only to apply for leave to marry, but to supply the name of the lady, to allow of inquiries being made as to her character. How would the Civil Service relish this? They would not tolerate it for a day, neither would they allow their superiors to come to their lodgings every night at eleven, to see they are in bed. The men doing the night patrols go out at 9 p.m., and remain on duty for eight hours without food, drink, or rest, and are expected to continue walking during the whole of that time. Small wonder, then, that they should find the bar-parlour of a hotel more congenial than the inhospitable street. Think of it, you who are turning in to your cosy beds on these wintry nights; and at the same time, think of the inhumanity of the police administration which compels it.

The Government simply tempt the constables to break the regulations, which forbid their entry to a public-house while on duty, besides driving many to take strong drink who otherwise would never have broken their pledges.

Another peculiarity of the administration is, that the members are expected to find their own uniforms. Now, this would not be considered such an injustice, were it not that all Government servants wearing uniforms in other departments are supplied them by the Government; and why the police should be made an exception, is better explained by those having the ordering of these things. It falls particularly hard on mounted men, as their uniform is very expensive, as much as £4 being paid for a pair of riding boots.

Then we find, as one of the latest and most up to-date forms of persecution of this class of Government servants, the initiation of a scheme for deduction from the annual twelve days' leave of absence granted each member by the regulations—viz., the number of days absent from duty through sickness during the year; so that, should a constable get a serious cold on a stormy night while on duty, and lay up for twelve days, he gets no holiday for that year; and when the fact is taken into consideration that the police work on Sundays as other days, it will readily be seen how harsh such treatment is. Even this would be endurable, were it not for the fact that the rule has a certain elasticity about it, and all are not treated the same.

I think I have now established the charges made against the police administration, and it remains for me to propound some remedy; but before doing so, I would like to enter a protest against the holding of the office of Commissioner of Police by one who is also Inspector of Prisons.

I have read the views of Mr. Seddon on this system of having the Prisons and Police Department under one head, in *Hansard*, the question having come up through the "Bull's-eye" correspondence; but his logic is not apparent. I assert that the Commissioner's dual positions must clash, and any person reading his Annual Police Report to Parliament, and then reading his Prisons Report, will see how false a position he is placed in; as in the Police Report it is to his interest to show the police in as efficient a state as possible, and in the Prisons Report it is the height of his ambition to show ever so slight a decrease in gaol numbers, and a consequent lessening in prison expenditure.

Now, as an increased police efficiency means an increased number of prisoners, it is easy to see that Commissioner Hume is at least under the temptation of failing to encourage police vigilance; apart from this objection, there are others against Colonel Hume holding the position of Commissioner of Police. He had no police experience prior to his appointment in 1891; and it seems, on the face of it, inconsistent to place a novice in charge of the whole administration, when for subordinate positions, such as Sergeant, Detective, or Inspector, half a lifetime of service is required of a candidate. The highest office in the service ought to be attainable by the lowest member of the force. I now propose to devote a short space to making a few practical suggestions which, if carried into effect, will, I feel confident, not only ameliorate and improve the condition of the Police themselves, but substantially increase the revenue of the Colony, and without extra expense. First, then, I would suggest that the control of the Department be removed from the Minister of Defence, and placed under a Board, to be composed of—1st, the Minister of Defence; 2nd, a Commissioner of Police; and 3rd, a member to be elected by the police themselves—as has been done in the Telegraph Department. The members of the force, although not being represented by a majority on the Board, would have confidence in its actions, as their representative's appearance would act as a check upon political intrigue; and if he had to submit to periodical re-election, he would be in the same position as any other person in an elected post. The Board would deal with all appointments, transfers, promotions, and anything of importance which might crop up. They would also sit as a final Court of Appeal in charges against members of the service; at present, the Commissioner acts in that capacity, and invariably stands by the Inspectors as against the men.

Should a constable wish to appeal from his Inspector's decision, as at present constituted, he makes out a written report, and hands it to the Inspector, to be forwarded on to the Commissioner; but before the document is sent, the Inspector often makes a few remarks in red ink, which the constable never sees. When the reply of the Commissioner comes, it is given to the complainant, who rarely gets redress, and is more often a marked man.

All complaints should be heard by the Stipendiary Magistrate of the District, and by this means there would

be a bigger chance of fair play being meted out to the men, than if the charges were heard by their immediate officer, who is bound to have his likes and dislikes, and, besides, very often appears as prosecutor and judge as well. With regard to appointments, applications should be invited through the public prints of the Colony from persons of good physique, intelligence, and sobriety, who should be expected to pass a Sixth Standard examination. A register should be kept of those who are considered by the Board to be suitable, and the names taken in rotation. Recruits should be sent to a Police School for six months, at 6s. per diem, and there be instructed in Police offences, Justice of the Peace, and other Acts under which the Police operate, and also should be allowed to get a grasp of municipal bye-laws. Under this system, the absurd position of a constable going from a plough-tail to do street duty, with the consequent bungling, would not occur; for should the recruit not show a susceptibility for picking up his duty, at the end of the six months his connection with the service would cease. By this means, also, a small reserve of men would always be on hand to quell riots, or other unusual offences against good order. Those recruits who gave satisfactory evidence of suitability would then be appointed as probationary constables for another six months, at 6s. 6d. a day; when, if their conduct proved satisfactory, their appointment would be confirmed at 7s. a day, and they would be entitled to an increase of 6d. a day every three years, until 9s. is reached, after which time promotion would be absolutely decided by merit. When the constable had the knowledge that his promotion depended upon his efficiency, he would quickly show what intelligence there was in him. This probationary term is common in other Government departments, and there should be no exception here.

Every member of the service should be compulsorily retired at 65, no matter what state they may be in physically or mentally. The oases are rare where men over 65 (or even 60) are engaged in private firms, and the Government service should be no exception. There must be some fixed age, though at present there is none. If this were done, there would be one vacancy at once amongst the Inspectors (one being over 67), another two vacancies in three years, three more in six years; and the whole seven Inspectors would be retired in ten years. This would mean, that their places would be filled by senior Sergeants, and that the Sergeants' places would be filled by those next below, and so on, each getting a lift. At present there is no system at all; and should an Inspector be appointed from a lower rank, he would perhaps be the only one affected thereby, as his place (unless it were that of a Sergeant-Major or Chief Detective) would not be filled.

If, however, it were the rule that there should be a proper system of classification, then a certain number of 1st class Sergeants should be set down as the number needed to run the Service efficiently, also a certain number of 2nd class and 3rd class Sergeants, a certain number of constables of the 1st class, 2nd class, and 3rd class respectively. The men would then know their position; for, should John Smith be the senior 1st class Sergeant, and be chosen for the rank of Inspector, the one immediately below him would become senior Sergeant, and each one of that class would get a lift up, and one would have to come out of the list of 2nd class Sergeants to take the junior number of the 1st class; and this promotion would extend right away down to the bottom of the ladder, until, in fact, it reached the lowest 3rd class Constable.

The post of Sergeant-major is an anomaly in a Police Service, and is a relic of the old Armed Constabulary days. There are three such in the Colony, and their chief duty seems to lie in turning down the corners of sergeants' and constables' reports, and writing on them, "Forwarded for the Inspector's information." The position is altogether uncalled for; even Colonel Hume admits this. The Inspector could very well attend to any little things already done by that dignitary, and the lessening of officers would mean less worrying of subordinates; for the invariable rule in English communities seems to be that men, when unemployed, are bad tempered and inquisitorial. All rewards should be entirely abolished, and repeated exemplary and meritorious conduct rewarded by promotion, over and above the proposed triennial promotions. Special notice should be taken in awarding promotions, of those members who show an efficiency in suppressing smuggling, the carrying on any forms of the drink trade without license, evasions of beer duty, and the manufacture of illicit whisky.

In 1889, Mr. S. J. Jackman, who was appointed a detective under the Beer Duty Act, found that fraud and trickery was so rife, that during the three years he performed that duty, he got 40 convictions against brewers for evasions of the law (in 88 of these cases confession was made without going to Court). £8,200 was the total amount of the fines imposed. The beer return for the year 1889-90 showed that the tax was paid on 849,480 gallons more for that year than was paid for 1888-89. This, put in plain language, means that the sum of £4,348 10s. for one year would never have been paid in revenue at all, had it not been for extra supervision. So far as I can learn, only five informations have been laid under the Beer Duty Act since Jackman's retirement; three of these were dismissed; so that there is a wide field for labour in this respect alone.

A system could be initiated which would allow of half the fines in revenue cases going to a promotion fund; so that when the men are engaged in working up these cases, they would indirectly be providing their own means of promotion; and this would be no extra drain on the public funds, as this money would rarely see the Treasury but for police vigilance. All fees now received by the Police for extra duties, as also fines inflicted

on them for offences, might be allowed to swell such a fund. I have already shown the revenue is suffering severely through Police inactivity. Recruits, after passing through the Police school, could be utilised as temporary detectives throughout the Colony until they became well known, which would, of course, mar their usefulness for special duty, when they could take to the beat, and fresh recruits would replace them. At present, should the Department suspect the evasion of duty laws in a particular district, they cannot send the local men for obvious reasons, nor, for the matter of that, any of the older detectives throughout the Colony, or constables from any part who have been in uniform for any length of time.

I believe some such scheme has been carried out in a small way lately; but through failure of properly instructing the men, they have often simply muddled the thing. It is well known the Police are powerless to prevent wholesale contraventions of the Licensing laws, and the service of recruits for the suppression of such would place licensees in an uncertain position, never knowing when a policeman was in their midst; consequently, they would have a far greater respect for the law than they at present possess. The custom now is for a Sergeant and a Constable to make a visit to a great many hotels on one night, in uniform. They rarely find the doors unlocked, and consequently have to knock, when, before the door is opened, they are asked who they are, and are expected by law to state their objects; by this time the bar is cleared, and the entry of the Police is, in most cases, quite a profitless proceeding. The licensee immediately passes the word round to the other licensees by telephone or messenger, and the whole business is a travesty.

Since the preceding matter was in type, a case, just ended, revealing, perhaps, the grossest exposure of Police inefficiency ever made in New Zealand, has transpired in Christchurch, with regard to the conduct of Coker's Hotel. Witnesses of unimpeachable character, amongst whom were merchants, college students, clergymen, and an ex-Railway Commissioner, gave evidence that scenes of indecency of the grossest description, fighting, drunkenness, obscene language, importuning by prostitutes, and other grave offences were allowed in and about the bar of this hotel in broad daylight, and yet the Police report, just presented to the Licensing Bench, states the conduct of the house to be "exemplary." A petition was lodged against the renewal of the license, and supported by a considerable number of witnesses.

Inspector Broham gave evidence in favour of the hotel, and stated his utter ignorance of any of the complaints, and asserted the house was well conducted. He, however, said he had only been once in the bar since he had been in Christchurch (two years). As he holds the position of Inspector of Licensed Houses for the city, it would seem very meagre attention has been given this house.

Then we find twelve informations laid by private persons against eleven licensees in Christchurch, and although the decisions are not yet given, the evidence shows that the informants had not the slightest difficulty in any of the cases in obtaining liquor from any of the hotels, there being five witnesses of respectable character whose evidence has been entirely unshaken under an attack of several of the leading lawyers in Christchurch. Surely the police will not say it is impossible for them to do what five inexperienced young fellows (some of whom never entered a hotel in their lives before) had not the slightest difficulty in accomplishing?

The "Daily Telegraph," Napier, July 11th, 1895, in commenting on Police management in connection with a case at Takapua, where a man was allowed by a publican to become intoxicated, and then slept out in the rain and died, finishes by saying: "We shall watch with interest what transpires, especially in view of accusations that are made against the Police in all parts of the Colony. There is also the fiasco which resulted from the conduct of the Police at the last meeting of the Licensing Bench in Napier. In that case, a man died from drink in a hotel, and the Police, in deference to a storm of indignation on the part of the public, lodged an objection to the licensee of the hotel being granted a renewal of the license. But when the day for hearing the objection came round, the Police had not made the slightest effort to support their own objection, nor had they summoned a single witness. The Bench refused to grant an adjournment, and the license was renewed. We do not pretend to say what would have happened had the Police done their duty, but simply say they did not do it. Charges of a far worse kind are being now made against the Police in Canterbury and Otago, and a few days ago a deputation waited on the Premier in Wellington, to complain to him that the Police would not take steps to compel the observance of the provisions of the Licensing Act. Is the Takapua case to form the text for another deputation?"

In conclusion, I can only hope that as an outcome of my efforts' an agitation for a more reliable police administration will be initiated, and that without ceasing, until the desired end shall be attained.

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