

(No. 174.)



1891.

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PARLIAMENT OF TASMANIA.

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DERWENT PARK ESTATE:

REPORT OF SELECT COMMITTEE, WITH MINUTES OF  
PROCEEDINGS, EVIDENCE, &c.

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Brought up by Mr. Rooke, December 11, 1891, and ordered by the Legislative  
Council to be printed.



*SELECT Committee, appointed on the 20th day of November, 1891, for the purpose of examining into and reporting upon the circumstances connected with the Sale and Purchase of the Derwent Park Estate.*

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MEMBERS OF THE COMMITTEE.

MR. COOTE.  
MR. HART.  
MR. ROOKE.

MR. WATCHORN.  
MR. ADYE DOUGLAS. (*Mover.*)

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DAYS OF MEETING.

Wednesday, December 2; Thursday, December 3; Friday, December 4; Friday, December 11.

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WITNESSES EXAMINED.

Mr. S. Percy Crisp, Mr. R. J. Rogers, Dr. Benjafield, Mr. P. S. Seager, Mr. A. T. Pillinger, Mr. P. O. Fysh.

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MINUTES OF EVIDENCE.

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WEDNESDAY, DECEMBER 2, 1891.

*Members present*—Messrs. Coote, Douglas, Watchorn, and Rooke.

Mr. Douglas was appointed Chairman.

The Order of the Council appointing the Committee was read by the Clerk.

Mr. S. P. Crisp, of Messrs. Crisp and Crisp, Solicitors, was called in and examined.

Mr. Crisp withdrew.

Mr. R. J. Rogers, of Messrs. R. J. Rogers and Son, was called in and examined.

Mr. Rogers withdrew.

The following witnesses were ordered to be summoned for Thursday next:—Dr. Benjafield, Hon. A. T. Pillinger, and Mr. P. S. Seager.

The Committee adjourned till 11 o'clock on Thursday.

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THURSDAY, DECEMBER 3, 1891.

The Committee met at 11 A.M.

*Members present.*—Messrs. Douglas (Chairman), Coote, and Watchorn.

Dr. Benjafield was called in and examined.

Dr. Benjafield withdrew.

Mr. P. S. Seager, Deputy Sheriff, was called in and examined.

Mr. Seager withdrew.

Mr. A. T. Pillinger was called in and examined.

Mr. Pillinger withdrew.

Mr. P. O. Fysh, Premier, was ordered to be summoned as a witness for Friday next

The Committee adjourned till 11 o'clock on Friday.

FRIDAY, DECEMBER 4, 1891.

The Committee met at 11 A.M.

*Members present.*—Messrs. Douglas (Chairman), Coote, Watchorn, and Rooke.

Mr. P. O. Fysh, Premier and Chief Secretary, was called in and examined.

Mr. Fysh withdrew.

The Committee adjourned *sine die*.

FRIDAY, DECEMBER 11, 1891.

The Committee met at 11:30 A.M.

*Members present.*—Messrs. Rooke, (in the Chair), Coote, and Watchorn.

Draft Report submitted by the Clerk, read, and agreed to.

The Committee adjourned *sine die*.

## REPORT.

THE Evidence clearly shows—

That Dr. Benjafield purchased the Derwent Park Estate for £4600.

That this purchase was not concluded until the Government had agreed to purchase from Dr. Benjafield for £5198 6s. 10d., which sum was finally paid by the Government to Dr. Benjafield on the 6th day of November last.

That, after the Government had agreed to purchase, Dr. Benjafield stated to Messrs. Crisp & Crisp that he would give only £4600 for the estate, and on receiving a reply accepting this offer, he then conducted the sale to the Government.

That your Committee are of opinion that Dr. Benjafield should be compelled to refund the sum of £400 obtained by him from the Government, and which he was not entitled to.

Your Committee would recommend that the whole of the Correspondence be forwarded to the Law Officers of the Crown, with a view of having the necessary steps taken against Dr. Benjafield for the recovery of the £400.

H. I. ROOKE, *Acting Chairman*

*Committee Room, Legislative Council,  
December 11, 1891.*

## EVIDENCE.

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WEDNESDAY, DECEMBER 2, 1891.

The CHAIRMAN : The first witness we propose to examine is Mr. Crisp.

SAMUEL PERCY CRISP, *called and examined.*

1. *By the Chairman.*—What is your name? Samuel Percy Crisp.
2. You are a Solicitor practising in Hobart? I am.
3. Were you recently professionally concerned in the sale of the Derwent Park estate? I was, Sir.
4. On whose behalf were you concerned? On behalf of the National Finance Company of Melbourne and on behalf of Dr. Benjafield.
5. Dr. Benjafield eventually became the purchaser of the property? He did, Sir.
6. What were the terms on which the property was first offered to Dr. Benjafield? It was first offered to him at £5000, or rather it was offered to Messrs. R. J. Rogers and Sons for £5000 before him.
7. At what time did these negotiations first take place? I think it would be in September—yes, it would be in September.
8. The negotiations commenced in September—in the early part of September, I suppose? Yes, it would be in the early part of that month.
9. Were you aware that Dr. Benjafield was negotiating with the Government for the sale of this property? No, Sir, I was not.
10. When did you first become aware of the proposed sale between the Government and Dr. Benjafield? I sold to Dr. Benjafield on the Saturday, and it was on the Monday I first heard of the matter being mentioned. I think it was Saturday, the 17th of October, and not September, that I sold the estate to Dr. Benjafield, and it was on the Monday I heard of the Government being interested.
11. In October, then?—was it October or September you became aware that the Government were interested? I think it was on the 19th of October. The sale to Dr. Benjafield took place on the 17th of October—the Saturday—and on the following Monday I heard the Government were interested in the matter.
12. At what price did you finally sell the property to Dr. Benjafield? At £4600.
13. When was that price finally fixed? Dr. Benjafield came in to see me on the Friday, and made the offer of £4600, which I communicated to my clients by wire, and received instructions to accept the offer, and I accepted it on Saturday, the 17th of October.
14. At the time he made you the offer of £4600 did he then state anything about having had a consultation with the Government in regard to the re-purchase of the land? No.
15. Well, up to that time you were in perfect ignorance of the matter? Yes.
16. On the following Monday you became aware the Government were the purchasers? Yes.
17. What then took place as to the making out of the necessary conveyances of the property? Dr. Benjafield asked me some days subsequently to show him the deed of the ground, and how it should be applied for. In the course of a few days the Crown Solicitor wrote to me in the ordinary course, and asked for the title. I forwarded the abstract of title to my clients (the owners of the property) and to the Crown Solicitor, who returned me the abstract, and said the property was purchased from Dr. Benjafield, and that he knew no one else but Dr. Benjafield in the matter.
18. This letter, dated the 28th of October, is a letter from your office, and written by you? Yes.
19. Dated the 28th of October, 1891? Yes.
20. You have supplied the Crown Solicitor with the usual abstract of the title as demanded by him from you? Yes. On the 28th October we wrote to Dr. Benjafield *re* the Derwent Park estate as follows :—“ We have supplied the Crown Solicitor with the usual abstract of title as demanded by him, but this afternoon had it returned because it does not disclose a title in you, from whom the Government purchased. The Crown Solicitor requires the land conveyed to you in the ordinary course. As our clients are anxious to get the matter settled, we would be glad to see you on the subject.”
21. In consequence of that did you see Dr. Benjafield? I did.
22. What took place? I got instructions to get the conveyance from him. I think there was a little delay before I got instructions. I think he was trying to arrange with the Government when I got instructions to get the land conveyed.
23. That letter is followed by another one on the 29th October, as follows :—“ *Re* Derwent Park, Dr. Benjafield informs us, in answer to yours herein, that he has arranged with the Lands and Works Department that the matter can be settled without a conveyance to him, and that the Chief Clerk of that Department will see you on the subject this morning. We shall be glad to hear from you on the subject at once, as we desire the matter settled without delay.” That is a letter written by you to the Crown Solicitor? Yes, I wrote that in consequence.

24. That letter is dated Crisp & Crisp, the 29th of October? Yes.
25. From that it is apparent that Dr. Benjafield must have had an interview with Mr. Dobbie? Or with the Minister of Lands and Works. He must have seen some one.
26. Some one connected with the Government? Yes, of course. He naturally wished to escape the cost of conveyance.
27. That could not be, inasmuch as he had purchased for £4600, and the Government had purchased for upwards of £5000? I think there is a provision for joining two conveyances together in one deed.
28. Yes, there is no doubt about that.
29. *By Mr. Rooke.*—That could have been obviated under a separate agreement that could have been made, but is it customary? Yes.
30. *By the Chairman.*—The date, I believe, is the same, is it not? I think when property is sold and the purchaser re-sells, instead of having two deeds made out you make out one reciting all the circumstances of the case. It is not usual to charge them again for a subsequent conveyance, or, I should say, for two conveyances.
31. Well, then, after the conveyance was prepared did all matters remain over until the Government paid the purchase money? Of course. I was acting for Dr. Benjafield then as well as for the National Finance Company, and upon my tendering the deeds to the accountant they had paid the money, partly on behalf of Dr. Benjafield and partly on behalf of the National Finance Association.
32. The purchase money was not paid until November 6th? I cannot really remember the date. It was a Monday or Tuesday. I think it was the date of the discussion in the Legislative Council, and I wrote the following day to the Premier concerning it.
33. And the total amount of the purchase money was £5119 16s. 10d.? Yes, a pound short of £5200.
34. Now, when you found out that Dr. Benjafield had induced you to take £4600 when he had sold for upwards of £5000, did you enter into any conversation with Dr. Benjafield in regard to the matter? I did not find out from Dr. Benjafield it was sold to the Government, but Dr. Benjafield afterwards told me he had sold to the Government. He simply told me he had got an increased price, or something of that.
35. When he told you he could only give £4600 for it, were you made aware he was negotiating with the Government for the purchase of the property? No, Sir.
36. You are now aware, are you not, that Dr. Benjafield was in communication with the Government as far back as the 11th of September? Well, no, Sir, I am hardly aware of it. I heard casually that it was so.
37. You know Dr. Benjafield's writing, do you not? Yes.
38. This letter, dated the 11th of September, is the original of the printed correspondence you have before you: is that in Dr. Benjafield's handwriting? Yes.
39. The first letter of Dr. Benjafield is dated the 11th of September; the second is the 24th of September. Would you read that letter of Dr. Benjafield's of the 24th September? Yes, Sir. The following is the letter:—"Hobart, 24th September, 1891. Sir,—*Re* my offer of Derwent Park and other land for your public works, which offer expires to-morrow. But supposing you have been too occupied with bank affairs to attend to it, I have communicated again with the owners in Melbourne and obtained an extension of time till October 16th; I shall be glad of some reply by the 12th or 13th, as a syndicate has been proposed to buy it in case you refuse. It has been reported that I was trying to make a lot of money out of it, but you can have Mr. Dowdell's letter, who interviewed the owners in Melbourne, or see Messrs. Crisp and Crisp's letter, both of which demand £5000 nett. The extra I ask is just about enough to pay agents' commissions, and this price is £1000 less than what it has cost Staples. As mentioned in my first offer, I am quite willing to treat with the Government for Derwent Park at £27 per acre, quite independent of any of my own, especially as excellent sites for the railway workshops could be found upon it, with deep-water frontage. Yours obediently, H. Benjafield. To the Hon. P. O. Fysh, Premier."
40. At the time that letter was written he was under treaty with you for £5000, which subsequently was reduced to £4600? Yes, Sir.
41. *By Mr. Rooke.*—You wanted £5000 at first? Yes.
42. When did you reduce it? On the 17th of October.
43. Then he actually had it in hand on the 17th of October? Yes.
44. He asked you to telegraph to Melbourne to get the amount reduced to £4600? Yes, and I telegraphed the offer of £4600.
45. *By the Chairman.*—The Government purchased it on the 16th October? Yes.
46. Then you received the final cheque for the whole purchase money from the Government, and paid your clients that amount, and gave the balance to Dr. Benjafield? Yes.
47. What was the actual amount of the cheque you gave to Dr. Benjafield? I feel a delicacy whether I should tell you that, Sir. It is my client's affairs. I have no objection to remove myself of all, but you can appreciate the difficulty I feel myself in that respect. As Dr. Benjafield is likely to be here I think it very likely he will have no objection whatever to tell you, but I should not like to do so.
48. No, he is not here, but he will be, and then we will see if he objects. If he does so we will tell you? Personally I have no objection to telling you the whole thing.
49. *By Mr. Rooke.*—You say the property was put into the hands of Rogers and Son: why was it not offered to Dr. Benjafield? I put it into the hands of Rogers and Son to act as agents for the National Finance Company of Melbourne, and they introduced Dr. Benjafield to me.

50. Who? Rogers and Son.
51. Rogers and Son introduced Dr. Benjafield to you? Yes.
52. And you were the agent? Yes.
53. As I understand it, you placed it in the hands of Rogers and Son for the Finance Company of Melbourne, and they (Rogers and Son) introduced Dr. Benjafield to you? Yes.
54. *By Mr. Coots.*—Dr. Benjafield came to you from Rogers and Son? Yes. I placed it in the hands of Rogers and Son, Estate Agents, and they subsequently introduced Dr. Benjafield to me.
55. *By the Chairman.*—That document [*letter handed to witness*] is dated the 18th of November? Yes. My clients in Melbourne wanted money badly, and were pressing me to complete the matter, and I had written them the day before that informing them that the purchase had been settled that day or the day before, and then, when I saw the report of the proceedings of the Council, I wrote my clients again in order that the statement should be reconciled. After the debate in the Legislative Council I sent the following letter to the Honorable the Premier:—

“*The Hon. P. O. Fysh, the Premier.*

“*Stone Buildings, Hobart, 18th November, 1891.*

“SIR,

*Re Derwent Park*, we have the honor to refer you to the report in to-day's *Mercury* of the proceedings in the Legislative Council last night as to the vote of £5200 for the purchase of this estate. You are there reported to have said, in answer to a question put by the Hon. W. Crosby as to who received the difference between the amount actually paid and the £5200, ‘The vendor got it.’ Again, you are reported to have said—‘The estate was purchased through Dr. Benjafield some time ago, and was paid for eight days ago.’ As the solicitors of the vendors to Dr. Benjafield, we have to acquaint you of the fact that such vendors did not receive the difference between the amount actually paid and the £5200, and that the purchase was only settled up and the money paid yesterday. Inasmuch as these erroneous statements will most probably be brought under the notice of our clients, and bring us into conflict with them, we must ask you, at your earliest convenience, to cause the mistake to be rectified. You will readily understand that our clients, reading the report in this morning's *Mercury*, will be unable to reconcile it with our letters to them.

“We have, &c.

“CRISP AND CRISP.”

56. You sent that letter to the Premier, and it is not included in the printed correspondence.

RICHARD JOHN ROGERS, *called and examined.*

57. *By the Chairman.*—Your name, Mr. Rogers? Richard John Rogers.
58. You are an Estate Agent in Hobart? Yes.
59. Was the Derwent Park estate placed in your hands for sale recently? Yes.
60. By Messrs. Crisp and Crisp? In the first instance by W. Staples, of Melbourne.
61. *By Mr. Rooke.*—In the first instance? Yes.
62. *By the Chairman.*—In the first instance the estate was placed in your hands by Mr. Staples? Yes, but that is a long time ago.
63. Then, subsequently you had instructions from Messrs. Crisp and Crisp? Yes.
64. What was the price fixed upon for the estate? £5000 in the first instance; it was reduced afterwards.
65. Did you see Dr. Benjafield in reference to the case? Yes.
66. What took place? He called in at my office and asked the price of the Derwent Park Estate, and I told him £5000. He then asked me if I could put it under offer to him for £4000. He gave me to understand he was negotiating with the Government for it,—at least, I gleaned that, because he spoke something about that being the best place for the railway workshops, I thought.
67. Well, what took place then? Then I told him I should have to see the vendor's solicitors, Messrs. Crisp and Crisp, to get their consent, and I would see him that same afternoon at five o'clock, at his dispensary. I saw Messrs. Crisp and Crisp, and they gave me a fortnight, and they instructed me to tell him it was £5000 clear that they wanted. I said, “Very well, I will see what I can do;” and I told Dr. Benjafield what Messrs. Crisp and Crisp would do.
68. You told Dr. Benjafield it was £5000 nett? Yes, I told him it was £5000 clear, which would actually mean £5050, because there was my commission to come out of it. Dr. Benjafield said, “We will agree at £5000 and we will divide.” That further led me to believe it was under offer to the Government.
69. Do you recollect about when it was that you had this conversation about the extra fourteen days? I can tell you by reference to some of the first letters I wrote to him. I think the day after I saw him he said, “Put that in writing.” I said, “Very well,” and I did so. On the 11th of September I wrote him:—“Dear Sir,—*Re Derwent Park*, we are now prepared to offer you the property for £5000, the rent to be apportioned up to the time of completion. The offer to remain open for a fortnight. Yours truly, Rogers & Son.”
70. At that time you supposed you were going to divide the commission? Yes.
71. What went on then?—what was the next stage of the arrangement? I got a letter then from Messrs. Crisp & Crisp. Dr. Benjafield came in and I told him I had received a letter from them, and I read it to him. He said he would sooner that I went with him in his trap to find Mr. Percy Crisp, and I did so. We went to Mr. Crisp's house, but we did not find him.
72. Some arrangement then took place between the tenant? The fortnight expired—
73. And what took place then? I got a further extension of three weeks beyond the first fortnight.

74. *By Mr. Rooke.*—In fact, you took a considerable amount of trouble over the matter as agent? Yes? He had the time extended in the first place for a fortnight, and then again three weeks afterwards.

75. Did you receive any cheque from Dr. Benjafield? No.

76. Actually, he never gave you your commission for conducting the affair? No, not a shilling; nothing whatever.

77. *By the Chairman.*—On the 14th of September you received this document from Dr. Benjafield:—“Hobart, 14th of September, 1891. Received from Messrs. Rogers & Son the loan of plans of the Derwent Park Estate, situated near Hobart, together with notes of measurements attached.” Dr. Benjafield gave you that? Yes, he did.

78. Did he ever return the documents? No.

79. Then you have never received your papers, or the commission for your work? Half the commission from the vendor's solicitors. Messrs. Crisp & Crisp are friends of ours, and I wrote to them over it. We consider Dr. Benjafield is the man who ought to pay. I have no legal claim over him, but I am going to ask him morally to pay me.

80. You have received nothing from Dr. Benjafield? No, nothing in the slightest.

81. On the 23rd of September you extended the time till the 16th of October? Yes, till the 16th of October.

82. Were you aware that Dr. Benjafield had obtained a reduction of £400 on the purchase money? Yes.

83. When did you know that? From himself; but the amount I did not know. I met Dr. Benjafield, and told him that Messrs. Crisp & Crisp had a letter from Mr. Staples to say that if the Derwent Park Estate was not sold by the 16th of October his directors intended to withdraw from the sale for 12 months. I wrote him a letter to that effect and received no reply, and I had no other notice until I saw the sale took place. Strange to say, I taxed him about that letter, and he said it was no use coming to me because the tenant was in the way, and that I could not get him out. He said that Messrs. Crisp & Crisp had a lien on the tenant.

84. You did not know from Dr. Benjafield, then, that he had purchased direct at £4600: you did not know that from him direct? Only, in broad terms, that “I did not give £5000 for it.”

85. There is a letter from Dr. Benjafield to the Government. Will you read it, and tell me what inference you draw from these words?—“It has been reported that I was trying to make a lot of money out of it, but you can have Mr. Dowdell's letter, who interviewed the owners in Melbourne, or see Messrs. Crisp & Crisp's letter, both of which demand £5000 nett. The extra I ask is just about enough to pay agents' commissions; and this price is £1000 less than it has cost Staples. As mentioned in my first offer, I am quite willing to treat with the Government for Derwent Park at £27 an acre, quite independent of any of my own, especially as excellent sites for the Railway Workshops could be found upon it, with deep-water frontage.” The first portion of it I take it is the report that he had been trying to make a lot of money out of it, and that was in consequence of the high price he received over the amount of purchase money. I suppose Dowdell was acting as his agent in Melbourne to treat with Staples. I think Dowdell was acting for Dr. Benjafield in Melbourne. I suppose, also, he thought there would be something to pay us.

87. That would be a hundred or two? Our commission is one per cent., and would therefore be £50.

88. Then you see the Government had to pay £5119 16s. 10d.? I do not know why they should have to pay more, because only £5100 was asked. I do not know why they paid £19 16s. 10d. in excess of that.

89. It is apparent, then, that Dr. Benjafield did not disclose to the Government the amount he was giving for it? I should fancy not.

90. Was he not misleading the Government entirely when he got the land for £4600?—Was he not misleading the Government entirely even if he paid £5100? I should think so.

91. You have no other particulars to give us, have you? No, Sir, I have nothing to say besides that. I got nothing from him.

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THURSDAY, DECEMBER 3, 1891.

HARRY BENJAFIELD, *called and examined.*

92. *By the Chairman.*—Your name, if you please? Harry Benjafield.

93. You are a medical man practising in Hobart, are you not? Yes.

94. On the 11th September did you address a letter to the Hon. P. O. Fysh, of which this is a copy? (Letter handed in). Yes.

95. Did you have any communication with Mr. Rogers prior to that date with reference to the purchase or the sale of the Derwent Park property? Well, Sir, on the 11th of September do you mean?

96. The 11th of September, that is the date? Not with Mr. Rogers, but with Messrs. Roberts and Co.

97. *By Mr. Watchorn.*—Messrs. Roberts and Co.? Well, wait a moment. Yes, I have, I think, been in communication with Mr. Rogers on the 11th September, but I have been in communication with Messrs. Roberts and Co. from the 26th August previously *re* the purchase or sale of the Derwent Park property.

98. *By Mr. Coote.*—Do you mean Messrs. Roberts and Co. the auctioneers? Yes, and Mr. Dowdell, of Melbourne. Here is Mr. Dowdell's letter if you would like to see it. I was negotiating for the sale of it on the 26th August. I have really been in communication with Messrs. Roberts and Co. from early in August, but I did not get Mr. Dowdell's letter until the 26th of August.

99. *By the Chairman.*—You were in communication with Mr. Rogers, were you not, on the 11th September, and a specific offer was made for the purchase of the property? Yes.

100. At what price? Here is Mr. Rogers' letter if you would like to see it. The letter reads:—*“Re Derwent Park Estate.* We are now prepared to offer you the property at £5100, the rent to be apportioned up to the time of completion. The offer to remain open for a fortnight. Yours truly, Rogers and Son.”

101. That is on the 11th September? Yes.

102. This is not the first communication, is it? Yes, with Mr. Rogers.

103. Did not you and Mr. Rogers have a conversation in regard to the matter, when it was arranged between you that the property should be offered for £5100, the £100 to be for commission between you and him? Not so far as I can remember.

104. The first amount was £5000, was it not? Yes, that is the first offer made to him.

105. But you had a verbal communication before you got that letter? Not, that I remember, with Mr. Rogers.

106. But if Mr. Rogers said you did, what would you say then? I cannot remember such an arrangement.

107. What was that £100? To meet any contingent expenses. Mr. Rogers said, “I shall require £50 commission.” He said the owners of the property wanted £5000 nett, and that amount would have to be paid. He also said that I would have to pay a commission. He only asked for £5000 nett.

108. That letter, then, was written in pursuance of an arrangement between you and himself? That £100 extra should be charged, insomuch as the vendors require £5000 net.

109. Then Mr. Rogers and you had an agreement that the purchase money should be £5100, the £100 to meet the commission and to pay you both? I had in that case no commission to pay. The first idea was to offer a syndicate to buy the property, and that syndicate was to be comprised of Mr. Ball and Mr. Cook, Glenorchy,—they were to join me in a syndicate to buy this property. Mr. Cook agreed. Mr. Ball agreed to go in with me and purchase the property, and that is why negotiations were opened a month before.

110. You say in your first letter to the Government that the price was £5000? Well, Sir, I forget the exact amount,—it comes nearly to £5200.

111. You state in your letter—“I will sell you 28 acres at £25 an acre, and 190 acres at Derwent Park for £27 an acre; this offer is guaranteed for 14 days only”? I reckoned nearly £5200.

112. But I want to get at something specific. Did you not agree with Mr. Rogers that that £100 was to be a commission between you and himself with reference to this property? No.

113. Then what was that £100 for? To pay Mr. Rogers' commission.

114. Who was to pay Mr. Rogers' commission? I was to. He gave me to understand that the vendors would place the property for £5000, and I would have to pay commission.

115. That is, £50? Yes.

116. How comes it to be £100? There were other expenses looming; but it was not likely I was going to spend the money.

117. When you purchased the property from Mr. Rogers, or when you were negotiating with him for the purchase at £5000, and also when you asked him to divide the commission with you, did you tell him that you were making terms with the Government? So far as I remember, my first negotiations were entirely for the syndicate I was getting together.

118. I am speaking of the 11th September—did you not at that time, on the 11th September, contemplate selling the property to the Government? At that time when I had an offer from the Government? Yes.

119. Did you not tell him that that £100 would be a commission between yourselves? I never dreamt of such a thing; I am not a commission agent.

120. It was agreed with you to pay his commission if you purchased it? Quite so, it was.

121. Has the commission been paid to him? I believe Crisp & Crisp, as solicitors, have settled for that.

122. No, but have you paid for that? No, except through Crisp and Crisp; I have paid it through them as the immediate vendors to me. I have paid the commission to them, and I paid it when I finished the purchase. I paid them £46 commission.

123. *By Mr. Coote.*—Who suffered? Now we are getting to a little difficulty. On the 14th September here is a letter Mr. Rogers wrote to me. I asked him on the 11th September if there was any lease or anything to prevent me getting possession, and he said “No.”—I said, “I hear there is a lease,” and he said “No, there is nothing to prevent you.” On the 14th September he wrote me another letter in regard to the purchase of the Derwent Park estate; on the strength of that letter I went flying down to Mr. Rogers, because I understood him to be only the agent in the matter, and as I was dealing with the Government and with other agents, more especially with the solicitors, I considered them the persons whom I should talk to in the matter. Mr. Rogers took me then to Messrs. Crisp and Crisp. We were hunting an hour for Mr. Crisp, and when we found him Mr. Rogers handed me over to him as his superior



in the case, and after that I dealt entirely with Messrs. Crisp and Crisp. They charged me £46 commission, and being the superiors it was only right that I should ignore Rogers and pay the commission to Crisp and Crisp.

124. *By the Chairman.*—Between the 11th September and the 24th September had you any personal interview with Mr. Fysh? No, not a word, Sir.

125. Did you afterwards? Never; I never saw Mr. Fysh about this matter, nor any Member of the Government.

126. On the 24th September you wrote again to the Government? Yes, to this effect: "Re my offer of Derwent Park and other lands for your public works, which offer expires to-morrow; but supposing you have been too occupied with bank affairs to attend to it, I have communicated again to the owners in Melbourne, and got an extension of time till October 16th; I shall be glad of some reply by the 12th or 13th, as a syndicate has proposed to buy it in case you refuse.

127. Now, did you not obtain that extension from Mr. Rogers? And Messrs. Crisp & Crisp.

128. You went to Mr. Rogers and asked him to obtain an extension—the first extension: did he not obtain the first extension between the 11th and 24th?—Did not Mr. Rogers obtain the extension of time for you? Here is Mr. Rogers' letter.

129. Just answer that question? It was on the 23rd October, I suppose, in fact it must have been on that date, from Mr. Rogers' letter.

130. I am speaking of September, not October at all. You wrote a letter on the 24th September to Mr. Fysh, which said, "I have communicated again with the owners in Melbourne, and obtained an extension of time till October 16th." I ask you whether that was not a second extension? Yes.

131. You obtained that from Mr. Rogers? Yes.

132. *By Mr. Coote.*—You saw Mr. Rogers, and he gave you an extension: on the 24th September he gave you an extension to the 16th October? Yes.

133. *By the Chairman.*—I am asking you that question? Yes.

134. But you know you obtained an extension—the first was the 24th or 25th September—and then you got a further extension from Mr. Rogers to the 16th October? Yes; there was only one extension.

135. The first time you applied for an extension of time was the 24th or 25th, was it not? Yes.

136. Then you did not complete your engagement, and asked for another extension and got it till October? Yes.

137. That you obtained from Mr. Rogers? Yes.

138. Then you go on in your letter and say, "It has been reported that I was trying to make a lot of money out of it; but you can have Mr. Dowdell's letter, who interviewed the owners in Melbourne, or see Messrs. Crisp & Crisp's letter, both of which demand £5000 nett. The extra I ask is just about enough to pay agents' commissions, and this price is £1000 less than it has cost Staples. As mentioned in my first offer, I am quite willing to treat with the Government for Derwent Park at £27 an acre, quite independent of any of my own, especially as excellent sites for the Railway workshops could be found upon it with deep-water frontage." That is your letter of September 24th, is it not? Yes.

139. Very well; negotiations then went on between you and the Government until 16th October, did they not? I had this from the Government on the 25th September. This is the letter from the Government:—"From the Chief Secretary's Secretary, 25th September. I am directed by the Premier to acknowledge receipt of your letter of yesterday's date, with respect to the Derwent Park Estate. Allow me to inform you that the Government are unable to entertain any proposal in relation to the removal of the abattoirs. That is a matter for the Municipal Council to deal with; but the Attorney-General will take an early opportunity of inspecting the site, and seeing whether it is suitable for Government requirements."

140. That is from Mr. Andrews? Yes, in reply to my letter.

141. Then what took place after that? I never heard any more about it, so I began to wonder whether they were going to do anything.

142. Well, what then? Well, as this referred also to the Attorney-General, I called then at the Attorney-General's office to know if he would attend to it just before the expiry of the last time. He said he was too busy to attend to the matter, that he could not go out himself, but he would send out somebody to look at it the next day, and he sent out. I said I would like two or three to look at it the following day, and arranged to send a conveyance to take them.

143. Well, no interview took place on the 24th of September? I think one day in October; it was on the 15th, as nearly as I can make out here.

144. What? The Attorney-General arranged for these gentlemen to go out and see it on the 25th of October.

145. Did you meet them there? Yes.

146. Who did you meet there? Mr. Seager and Mr. Jones.

147. That was on the 15th? I think it was the 15th, as near as I can recollect.

148. And you received an intimation on the 16th that the Government were prepared to take the property at £27 per acre? Yes, on the 16th, that is the Government's letter.

149. They were prepared to accept your offer for the sale of 98 acres at £27 per acre; that is October, the 16th?—was that the date you concluded the final purchase of the property from Messrs. Crisp and Crisp? On that date I went to Messrs. Crisp and Crisp.

150. Now, cannot you give me an answer? No.

151. I ask you whether it was that date you concluded your bargain with Messrs. Crisp and Crisp?—yes or no?—you can explain afterwards? No, it was not on that date.

152. Then, what date was it? I was thinking whether that was the Saturday; if it was the Saturday, it was Monday before I concluded the bargain. I can show you it was the 17th of October I concluded the bargain.

153. Yes, very well. You received intimation from the Government that they were prepared to take it on the 16th, and you concluded the bargain with Messrs. Crisp and Crisp on the 17th?—at what price? £4600, and here is Messrs. Crisp and Crisp's sale note if you like to read it. The note is dated 17th October, 1891, and states that they have sold to me the property known as Derwent Park, occupied by Mrs. Turner, subject to her lease, for £4600 cash, I understanding that I pay commission at 1 per cent. The sale shows it was on behalf of the National Finance and Agency Company, of Melbourne.

154. Then, you obtained that at how much nett? How much profit?

155. Yes? I don't exactly know. Well, what with the claims for commission and one thing and another, there are already about £450 claimed.

156. You sold it for £5198 6s. 10d.? Yes. I meant to have brought you the correspondence between Messrs. Crisp and Crisp and myself. Mr. Crisp gave me a balance of £477; then, I have to pay Mr. Rogers the sum of £25 he claims, and also one or two other claims for commission as well.

157. What other commissions—what other expenses? Mr. Rogers sent me this morning an account for £25 commission, which I do not recognize, because Mr. Crisp took his £46 out of it. Mr. Rogers has sent me a claim for £23, then Dowdell sends me a claim for £25, so I don't know how much I will have to pay.

158. In what way does Mr. Dowdell claim? Because I wished Mr. Dowdell to interview the immediate owners of the property in Melbourne to see what could be done, as, apart from the agents here, it occurred to me I might be able to get better terms in Melbourne. Here are Mr. Dowdell's letters, if you would like to read them.

159. Can you explain this part of your letter—"It has been reported that I was trying to make a lot of money out of it; but you can have Mr. Dowdell's letter, who interviewed the owners in Melbourne, or see Messrs. Crisp and Crisp's letter, both of which demand £5000 nett; the extra I ask is just enough to pay these commissions, and this price is £1000 less than it has cost Staples. As mentioned in my first offer, I am quite willing to treat with the Government for Derwent Park at £27 an acre, quite independent of any of my own, especially as excellent sites for the Railway Workshops could be found upon it with deep water frontage." Well, now, did you not intimate to Mr. Fysh that you were to pay £5000 for the property? Yes; at that time I thought I would have to pay £5000.

160. But at that time you asked for agent's commission? Yes.

161. You say in your letter—"the extra I ask is just about enough to pay agent's commissions?" Yes. I have to pay all these agents' commission, and I don't know how many more will be dropped in. You must remember, Mr. Douglas, that at that time I sold to the Government at a probable loss.

162. How do you mean a probable loss? I had authorised Messrs. Crisp and Co. to give Mrs. Turner £60 if she would leave the property that I might get the ownership of it at once; this was another £60, you see, and there were many other claims that brought the amount up, so that I was selling to the Government at a probable loss to myself.

163. You made no purchase at £5198? But, as a man of honour, I should have delivered it to the Government if I could not have made any profit out of it.

164. Do you call it honourable to make the Government believe you purchased at £5000? Yes.

165. You say it is honourable to offer a property to the Government on the 24th, and state you have to pay £5000 nett for that property? Excuse me, I offered the Government the letters from the two agents that £5000 was the lowest price quoted.

166. Before you purchased the property you made an offer to the Government to sell it to them at a little over £5000, and when they accepted your offer you then concluded your final purchase of the property. You had no necessity to purchase the property at all, and would not have done so if the Government had not bought it from you? I sold to the Government before I finally effected the purchase.

167. You did not sell, you only offered to sell? I received a letter saying they were prepared to negotiate with me before I concluded.

168. Just so; and was it on the strength of that you went to Messrs. Crisp & Crisp and induced them to get the property for you at £4600? I offered them that.

169. Yes, you pocketed £400? Yes, of course I did.

170. Is that what you call a commission? No, it is not a commission.

171. Then what do you mean to say it is? It is a legal profit on a sale.

171A. In your letter you say "the extra I ask is just about enough to pay agent's commissions?" So it was at that time.

172. That was the difference between £5000 and £5198? Yes; at the time I sold it to the Government the £198 would be just about enough to pay agents' commissions.

173. If things had gone against you, you would not have sold it; in fact, you would not have purchased it? If, for instance, the people in Melbourne had made me pay £5000 for the property, I should have lost money on the transaction.

174. You did not conclude anything with the Government until the 16th October? No, that was when I concluded.

175. But you then had a specific offer? No, I did not take it as a specific offer.
176. The Government wishing to treat with you, Dr. Benjafield, wrote to you in the following words:—"In connection with your letter of the 24th ultimo, addressed to the Hon. the Premier, I beg to inform you that the Government are prepared to accept your offer of sale of 190 acres (more or less) of land (Derwent Park) for the sum of £27 an acre. Will you be good enough to advise this Department of the solicitor from whom information as to title deeds may be obtained, so that the Crown Solicitor may be instructed to prepare conveyance?" On the 16th October?
177. Yes, on the 16th October? That is the date.
178. And then you go and purchase the property for £4600. Very well. I say, did you not previously state that you wanted your agent's commission? Does not a letter say that the extra I ask is just about enough to pay agents' commissions.
179. How could you sell at a loss? Because I have told you that I sold it to the Government at a probable loss to myself.
180. It must have hung fire from the 16th October till November?—the purchase-money was not paid till the 6th November? I have forgotten to bring Messrs. Crisps' account with me, but it was some time after I accepted; it was about that date.
181. Did you at any time go to the Government Solicitor and endeavour to get a conveyance made so that you would not appear as a party conveying? Not a bit.
182. What is the meaning of this letter, then? I met Mr. Allport, and he told me I could get the conveyance done without any extra cost to myself. If I only had one conveyance made, he said it was not necessary for me to have the property conveyed to myself and then subsequently conveyed by me to the Government; he said there is no necessity for a conveyance. Well, I went back to Messrs. Crisp and Crisp, and I said, I have seen Mr. Smith, and he says there is no difficulty in getting a joint conveyance, and then Messrs. Crisp & Crisp wrote that letter.
183. The Government would not have agreed to take the conveyance in that way? Mr. Dobbie objected to it.
184. The Crown Solicitor? Yes.
185. The Crown Solicitor objected to take it in that form, and the property had first of all to be conveyed to you, and you conveyed it to the Government? Yes.
186. Your purchase-money was paid out of a cheque from the Government? Messrs. Crisp & Crisp negotiated all that.
187. Just so; Messrs. Crisp & Crisp were acting for you as well as the vendors in the case? I may say I offered Messrs. Crisp & Crisp my cheque, but they said it would be quite unnecessary.
188. You sold the land for 190 acres? Yes.
189. How was it you got paid for 192 acres? I will tell you that. I got the offer of this land, and when I got it I meant to make a profit out of it, and I meant to retain two acres, upon which is a very nice house, as my profit, and I only offered 190 acres. I intended to retain the house for my own spec. After the thing had been bandied about for some time, and especially when I found there would probably be some difficulty about the matter, I threw the house in. When I wrote the letter, I intended to let the Government have the 190 acres, and retain the house as my own.
190. What you state in your letter of the 24th is this:—"Re my offer of Derwent Park and other land for your public works, and which offer expires to-morrow; but supposing you have been too busy with bank affairs to attend to it, &c." There is nothing about retaining anything for yourself, is there? No; but I had intended to retain it for myself all the same.
191. Is not the house about the centre of the property? Yes; but a public road goes round by the house. The house afterwards was thrown in.
192. The house is now thrown in by the offer. You speak of the Derwent Park site, and say there is, more or less, 190 acres—your letter of the 24th September states that, does it not? Yes, that was at that time; it was only in my first letter.
193. Did you demand the 192 acres 2 roods 15 perches, or did you demand payment of 190 acres? Yes, at that time I threw the whole estate in. In my first letter, when the Government were fighting over the railway workshops, it was then that my first letter was sent in, and I sent it in as the Government were wanting land for workshops. I had been fighting the Government for having these workshops at Claremont, as you will see by my letter of 24th September, where I said that, "as mentioned in my first offer I am willing to treat with the Government for Derwent Park at £27 an acre, quite independent of my own estate, as good sites for the railway workshops could be found upon it, with deep-water frontage.
194. There is no reservation in any portion of it? My first letter, 11th September, states, "I will sell you 20 acres at £75 an acre, and 190 acres at Derwent Park for £27 an acre."
195. Did you not intend to take the Government in over this matter. Did not you intend taking the Government in over this £4600,—you intended to make a profit out of it? Yes.
196. Then you intended to get it for less than £5000 from the vendors at that time? Yes, I intended to retain some of it for myself.
197. Did you not say in your letter that both demanded £5000 for the property—the property which you were going to sell? I offered them a part of my farm.
198. Now, Dr. Benjafield, we are dealing with the Derwent Park estate, and not with your own property at all. You said it was offered to you at £5000 nett, and you were willing to sell 190 acres of that estate at £75 per acre and £27 per acre, which would just be about sufficient to pay agent's commission? I do not quite understand the gist of your question. The extra I asked is just about enough to pay agent's commission.

199. Very well. At that time, on the 24th September, did you contemplate paying £5000 for that land, or did you contemplate paying £4600? Paying £5000. I had not the slightest idea of buying for less.

200. Then, when you knew you could sell it at £5198, you offered the vendors £4600—do you think that honest? Yes.

201. *By the Chairman.*—Oh! you do? Yes.

202. *By Mr. Coote.*—If the Government had bought the Derwent Park estate on that morning for £5000, they would have discovered they had not got the house? Yes, they would have known it when they came to finish the purchase. I could not have shown them the house as part of the estate—in fact, I did not do so. When they did come out I took them specially to the house and showed them its value. When they sent out anybody to look at it, I showed them the house.

203. But they would not have received it? If they had gone out previously I might not have shown them the house at all, and should have sold them the land only.

204. *By the Chairman.*—Does not your letter of the 24th September clearly set forth that the property is offered you at £5000 nett, and that you require something of a commission in order to enable you to purchase it. The extra you ask is the difference between £5000 and £5198? Yes, just about enough to pay agents' commission.

205. And something beside? If I could get it.

206. Yes, we know all about that? Yes.

207. When you were offering the property to the Government for £5000, did you tell them that you were getting it for £4600? No.

208. And that all you wanted was a small commission? No, I did not ask commission.

209. You only wanted to make a commission out of it—that is what you tried to make the Government believe,—that is what I infer? In the first instance I intended retaining part as my property, in the second instance I thought—

210. We will put it in another way. Supposing the Government had bought this estate as Derwent Park estate, and closed with you, and no mention at all of the house, they would have been under the impression they had paid for the house and everything? No, they would not, the people I took out could have shown them.

211. Then your offer contained a covert reservation as to the house and land which was to be taken off? Yes; I regarded the house and land as £1000 of assets.

212. Your letter clearly and distinctly states that it was offered to you at £5000, and you in your mind were going to reserve a house and land for yourself.

213. *By Mr. Watchorn.*—There is one thing that is not very clear to me, and that is how the property came first into the hands of Messrs. Roberts and Co.? I went to Messrs. Roberts and Co. as I have been explaining, and Mr. Roberts said he could not give me any information about it, as it was in Messrs. Rogers and Son's hands, and Messrs. Roberts and Co. took me to Messrs. Rogers and Son.

215. Yes, that is exactly the point we want to get at. Mr. Rogers' evidence is that he was the authorised agent in this matter, and that it was in his hands. I would like to ask you whether you saw Mr. Rogers, and whether Mr. Rogers took you himself to Messrs. Crisp & Crisp? Yes.

216. He took you there? Yes.

217. As the solicitor of the estate, you did not consider the matter went out of the hands of Messrs. Rogers & Son because you went to Mr. Crisp? Well, of course you do not expect me to understand and give an opinion on the law of tenancy. When Mr. Rogers took me to Mr. Crisp I considered the matter out of Mr. Rogers' hands, and that Mr. Crisp, as the agent for the vendors, would be the proper person to negotiate with. Mr. Crisp, as I said before, took the commission from me.

218. When you went to Mr. Crisp you thought that Mr. Rogers had nothing more to do with it, and that he was not entitled to have a say in the sale of the property? He simply could not; he took me there because he could not.

219. He took you there because Mr. Crisp was the lawyer to the estate? Precisely.

220. *By Mr. Coote.*—But, independent of that, Mr. Rogers had earned his commission when he took you to Mr. Crisp, and then you do not consider Mr. Rogers entitled in any way to his commission. As a matter of fact, he had earned it, and he has not been paid up to the present time. Has he not sent you a lawyer's letter? No.

221. You contemplated paying Rogers & Son £130? No, £120, the whole of the transfer expense, including agency.

222. You contemplated paying Messrs. Rogers & Son £130? I thought it would come to that, and the expenses really came to £120 15s.

223. *By the Chairman.*—Did not Mr. Rogers tell you clearly he must get a commission from the buyer? Yes.

224. And you were the buyer, were you not? It is a question between Messrs. Crisp & Crisp and Mr. Rogers, and nobody else.

225. I am asking you whether you and Mr. Rogers did not clearly agree as to the commission—I ask you this, and you are bound to answer the question. The question is, did you not clearly and distinctly agree with Mr. Rogers that he was to share this commission if the property was sold. You must understand that this is a Court, and to this Court you must give every information it desires from you, and I ask you now the question, whether you did not agree with Mr. Rogers that he should have his commission, and I tell you you must answer that question? If the property was sold through him, of course I did.

226. And have you paid him? It was not sold through him.

227. Either you must be wool-gathering, or you must be trying not to give an answer to my question. He was acting as agent for the vendor, was he not? Here is Messrs. Crisp & Crisp's own letter, saying they were acting, and Mr. Rogers took me to Mr. Crisp, and Mr. Crisp was acting as the solicitor to the estate.

228. You agreed with Mr. Rogers that the extra £100 would be part of the commission in the event of the sale taking place? No, no; he said his amount would be £50.

229. Were you not the buyer of that property? Not from Mr. Rogers.

230. Well, I will ask you, through Mr. Rogers? Yes.

231. Were you not introduced to the vendors' solicitors through Mr. Rogers? Yes.

232. And, then, you have not paid Mr. Rogers? I have paid the solicitors.

233. Will you answer my question? I did not pay it to Mr. Rogers.

234. I ask you, were you to pay him? I have never paid him; I have paid the solicitors.

235. Have you ever paid Mr. Rogers? If you ask me if I paid Mr. Rogers £50, I will say I have not; but I have paid Mr. Crisp the whole of the commission.

236. *By Mr. Watchorn.*—I would like to ask you what date you were communicating to Mr. Dowdell in regard to the property? I was communicating with Messrs. Roberts and Co. about the property, and subsequently I wrote to Mr. Dowdell in regard to it, as he was on the spot, and I was then endeavouring to form a syndicate for the purchase of the property.

237. But you said that Mr. Dowdell claims commission from you? I wrote to him to interview the owners in Melbourne for me, and I went to Messrs. Roberts and Co. in regard to the matter. I will read to you Mr. Dowdell's letter if you like, and that letter is the result of it. I then wrote a second letter to Mr. Dowdell, and because I wrote a second letter to him he claims commission. I wrote to him because he was on the spot, and could interview the vendors in regard to the matter.

238. Mr. Dowdell was, then, employed by you to get the property at the lowest possible price? Yes.

239. You went then, as it were, behind the back of Messrs. Rogers & Son and Messrs. Crisp & Crisp to Mr. Dowdell to get Mr. Dowdell to get the property as cheaply as he could in Melbourne? Yes.

240. And everybody here thought you were giving £5000 for it? Yes; but I did not give £5000.

241. Well, with regard to some of the documents you received from Mr. Rogers, and which you gave him an undertaking you would return. You know, Dr. Benjafield, you got the plans of the estate from Messrs. Rogers & Son. Have you returned them?—you got them on the 14th September? What has become of these plans? Messrs. Crisp & Crisp took them, and gave me a receipt for them.

242. Gave you a receipt? Yes. I always looked upon Messrs. Crisp & Crisp as the solicitors to the estate, and Messrs. Rogers & Son as the agents, and I returned them to the solicitors because I understood I had a right to return them to the solicitors of the estate.

243. Now, Dr. Benjafield, you got these plans from Mr. Rogers & Son and you gave him a receipt. Well, the ordinary inference would be that you would return these plans to Mr. Rogers, which you have not done? They were returned to Messrs. Crisp & Crisp.

244. You received these plans from Mr. Rogers and you had a right to return them to Mr. Rogers; in fact, you must have taken the whole matter out of the hands of Mr. Rogers and put it into the hands of the solicitors of the estate? Mr. Rogers took me himself to Messrs. Crisp & Crisp.

245. He did not tell you to leave the plans with Messrs. Crisp & Crisp, except he got them back again. If I gave you a receipt for anything I would return that matter to you? I should think that the solicitors to the estate were the proper people to deal with. If the agent wanted them back again all he had to do was to claim them from the solicitors.

246. *By Mr. Coote.*—I think you ought to have sent the plans back to the person you received them from? Yes.

247. *By the Chairman.*—As a matter of fact you do not want to pay Mr. Rogers, and you want to pocket the lot? But I have paid Messrs. Crisp & Crisp.

248. Oh! yes; but you did a most innocent thing? I am not a lawyer.

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PHILIP SAMUEL SEAGER, *called and examined.*

249. *By the Chairman.*—Your name is, what? Philip Samuel Seager.

250. You are Deputy Sheriff, are you not? Yes.

251. You know the Derwent Park Estate? Yes.

252. Were you requested at any time by the Government to go and look over that property? Yes.

253. By whom? By the Attorney-General.

254. With what object? To report upon its fitness as a site for a new gaol.

255. Were you accompanied by anybody? Yes, by the Gaoler, Mr. Alfred Jones.

256. Mr. Jones? Yes.

257. Do you recollect the date you went out there? I think it was about the 15th or the 16th of October. I think that was the date, but just now I would not be positive about the matter.

258. Did you meet Dr. Benjafield there? Yes, it was an arrangement that I should meet him there.

259. He did not take you there? No, he sent a vehicle. It was after office hours that I went out in a private conveyance. We met Dr. Benjafield there.

260. Was there an official report drawn up by you? Yes, I wrote a note to Mr. Clark on the matter, (see Appendix A.), and I saw Mr. Clark the following morning. That was the date, I think.

261. Was the property pointed out by Dr. Benjafield to you? Yes, we went over the whole property. We went to the homestead, through the paddocks, and over to the quarries. I wanted to see what sort of freestone and metal for road purposes could be obtained there, and also the general fitness of the locality for a gaol site. I also wanted to find out the water supply and so forth.

262. Was there any reservation pointed out to you, in any shape or form whatever. I mean, did he say he was going to reserve any portion of the estate for himself? No, I do not think so. I understood that it was the Derwent Park Estate, and the whole of it. I never heard that there was any portion of it to be reserved; in fact I do not see how he could reserve any portion of it, because, as I understood it, he was selling the Derwent Park Estate.

263. Is there a house there? Yes, I looked at that house. We went up to the house, right through it, and examined it with Dr. Benjafield.

264. Was there anything said about that not forming a part of the estate? No, I understood it was to be included in the sale.

265. Everything? Yes, everything; house and all to be included.

266. You never heard the suggestion that the house was to be reserved by Dr. Benjafield? No.

267. What did you understand the property there to be purchased for—how much money? £5000. There was a letter from Dr. Benjafield in regard to it; I saw it in Mr. Clark's room, and it was in consequence of that letter that I went to see the property.

268. On the 16th this Memorandum was written:—"In connection with your letter of 24th ultimo, addressed to the Hon. the Premier, I beg to inform you that the Government are prepared to accept your offer for sale of 190 acres (more or less) of land (Derwent Park), for the sum of £27 per acre. Will you be good enough to advise this Department of the solicitor from whom information as to title deeds may be obtained, so that the Crown Solicitor may be instructed to prepare conveyance? Yes.

269. He recommended that in consequence of what you said to him? Yes.

270. You got the signature to it? Yes, Mr. Clark was very busily engaged at the time in the Supreme Court.

271. Did you express to Dr. Benjafield that you thought it would be advisable for the Government to become the purchasers of the Derwent Park Estate? Yes, I told him that I thought it would be advisable for more reasons than one. I told him it would be advisable because it would make a good gaol site, and for the removal of the Slaughter Yards and so forth. I thought would be a very good place for the prisoners. I thought several Government buildings could be erected there, and that by centralization in this direction it would lead to economic working.

272. Did you ascertain from Dr. Benjafield at all his position with respect to that property? No, I did not.

273. Whether he was owner, or whether he was simply engaging with the Government for the sale? I understood he had offered it to the Government; I knew nothing beyond that. We only saw him on the land; he went away on his horse after he had shown us over the place. The Attorney-General being engaged, I understood I went there with instructions for a specific purpose. I understood my position was to look at the property thoroughly and report to Mr. Clark.

274. You considered it was worth £5000? Yes. The next morning I made enquiries, and saw on the valuation roll it was set down at £5000. I understood from Dr. Benjafield that a road was made from Glenorchy to connect the road near the Bay, and I could see that the land in the possession of the Government would be an advantage. I thought it desirable to have it, because land is going up in value, and if in the future the Government did not desire to retain it they could sell it.

275. And you and Mr. Jones agreed as to its desirability? Yes. It has three stone quarries and plenty of good stone for metal.

276. Did Dr. Benjafield say who was the vendor of the property? Yes, certainly; he said he had a lease.

277. In consequence of that offer you got this document signed? Yes, because I considered its suitability was right, and the price, as compared with the valuation roll, was reasonable. I considered the Government by purchasing the property would be doing a right thing and getting a good place.

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ALFRED THOMAS PILLINGER *called in and examined.*

278. *By the Chairman.*—What is your name? Alfred Thomas Pillinger.

279. And you are Minister of Lands and Works? Yes.

280. You recollect the purchase of the Derwent Park estate, Mr. Pillinger, from Dr. Benjafield? I do, Sir.

281. That is a memorandum intimating the acceptance of an offer from Dr. Benjafield of the Derwent Park Estate for £5000. That is endorsed upon Dr. Benjafield's letter? Yes, Sir.

282. It was an offer at £5000, was it not? Yes, I think so, but I am not quite clear upon the point.

283. Then, why did the Government pay £5198 6s. 10d., that is, for 192 acres 2 roods and 5 perches? I think £5000 was the original offer for 190 acres at £27 per acre.

284. Your answer to Dr. Benjafield's letter is this:—"In connection with your letter of the 24th ult., addressed to the Hon. the Premier, I beg to inform you that the Government are prepared to accept your offer for the sale of 190 acres (more or less) of land (Derwent Park) for the sum of £27 per acre. Will you be good enough to advise this department of the solicitor from whom information as to the title deeds may be obtained so that the Crown Solicitor may be instructed to prepare conveyance?" On the same day you understood it was £5000? I had been telephoning to Mr. Bird and I asked him what was the amount to be paid, and I understood him to say about £5000, and in writing that memo. I was guided by what I heard from him through the telephone. When I came to the papers I saw that we had got over that, and therefore I made further enquiries and found the offer was 190 acres at £27 per acre.

285. Then, why did you pay for 192 acres? We could not get very well at the area.

286. Did you think it had an area of 190 acres? After I had written this memorandum to Mr. Douglas, and sent it out for a letter to be written to Dr. Benjafield, he called in, and then I asked him whether we were to have the property for £5000, or would it be upon the conditions mentioned in his letter—190 acres at £27 per acre—and he said the conditions were 190 acres, and I understood him to say two acres at £27 per acre, and that there was some little uncertainty about the accurate measurement. What I wanted was to take the whole property, whatever there was in it.

287. What do you understand by this letter: "It has been reported that I am trying to make a lot of money out of it, but all that I want is a fair amount to pay agent's commissions, &c.?" I never troubled myself about that. I was considering the offer he had made to the Government.

288. What interpretation did you put on it?—were you not under the impression that he was giving £5000 for it? I did not think anything about it at that time. After now reading that letter, the construction I should place on it is that he was not going to make anything over the £5000 out of it.

289. Over the £5000? Yes, I should think so.

290. That would be his commission, nothing over £5000? As far as I know, we were simply purchasing it from him, and he led me to believe he was paying £5000 for it.

291. Yes, that is what he led us to believe. Are you aware he did not purchase the property until after you had practically purchased it from him? I knew nothing about the property, Sir. When this offer came round to my department, I sent it to the General Manager of Railways and intimated to my colleagues that, so far as the Railway Department was concerned, we need not purchase the land at all. I heard no more of that matter until the very day this memorandum was put on this paper. Mr. Bird telephoned to me in regard to this property, and I said it was a desirable and a good cheap one. "Well," he said, "the other Ministers have agreed to the acceptance of Dr. Benjafield's offer, did I agree?" "Yes," I said through the telephone, and he said "Will you take steps to intimate to Dr. Benjafield, as he must close to-day." I said "Why," and he said something in connection with the bank or something else. I said "Very well." I wrote that memorandum after the telephone from Mr. Bird. Dr. Benjafield then came to me to know what the Government had decided in the matter, and I said we had decided to accept his offer. I said to him "Are we to pay £27 per acre, or are we buying the estate for £5000?" He said the conditions were for buying it at £27 per acre.

292. It was found that there were 192 acres? Yes.

293. Did he not re-measure it? I do not think so. I have been told since that he wanted to reserve some of it for himself.

294. That is, since? Yes.

295. You did not hear it at that time? No.

296. It was some time afterwards before you knew anything about the reservation? Yes.

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FRIDAY, DECEMBER 4, 1891.

PHILIP OAKLEY FYSH, *called and examined.*

297. *By the Chairman.*—Your name is Philip Oakley Fysh, and you are Chief Secretary? Yes.

298. Do you know Dr. Benjafield? Yes.

299. Did you receive a letter from him on the 11th September? Will you let me make a statement—I have written it out. Dr. Benjafield came to my office about, I think, the 10th of September, and said he had the Derwent Park Estate offered to him, and could place it under offer to the Government for fourteen days for £5000. I replied to him, "Put that in writing." On receipt of the letter, I passed it on to the Attorney-General.

300. You received it on the 11th September? Yes, on the 11th September. I took it personally to the Attorney-General, suggesting to him that it would be well for Mr. Seager and Mr. Jones to report on the land and its adaptability as a gaol site. Upon receiving the letter back from the Attorney-General, I sent it round to Ministers for their opinion, and finally recommended to Ministers that it should be purchased. The correspondence discloses all the rest, and I am aware of no other written correspondence having passed between Dr. Benjafield and myself upon the subject.

301. The first written communication was on the 11th? Yes.

302. The second on the 24th September? Yes.

303. This is the letter (letter produced)? Yes.

304. In that letter (September 24th) Dr. Benjafield says :—" It has been reported that I was trying to make a lot of money out of it, but you can have Dowdell's letter, who interviewed the owners in Melbourne, or see Messrs. Crisp & Crisp's letter, both of whom demand £5000. The extra I ask is just about enough to pay agents' commissions." What do you understand by that, Mr. Fysh? I did not take any notice.

305. Did you understand from Dr. Benjafield that he was to pay £5000 for the property? No.

306. What did you understand, then, by his stating that the amount was £5000? Oh, I took it as a matter of course that he would make a little profit out of the purchase.

307. At £5000? Prior to his offering it to me I thought he was getting some profit out of the Park.

308. He says, only enough to pay agents' commissions. It appears that no communication took place after that until the 16th October? Yes; no communication in writing.

309. You see, that letter must have come on the 11th September—well, on the 24th he replies? I was not satisfied; so I took the letter personally down to Mr. Clark, and when he had received Mr. Seager's and Mr. Jones' reports on the property he sent it back to me, with a strong recommendation to purchase.

310. Then, you see, the property was offered for £5000—that is 190 acres, Mr. Pillinger states, at £27 per acre; that, you see, would have given Dr. Benjafield £198 6s. 10d. over and above the £5000? To that extent I think the amount paid was in excess of the amount I originally intended.

311. Just so? I was under the impression when I recommended the purchase of the estate that we were to take 190 acres, but by an opinion previously given by the Crown Solicitor, and supported by the Law Officers of the Crown, it was ruled that in purchasing an estate if there was more land than that specified we had to take it, and that if there was less land then we had to reduce the price given. That happened in the purchase of the Carr Villa estate. I agreed for a specific sum for 50 acres, and we found it was 52 acres. Ritchie & Parker claimed for the two acres, and the Law Officers of the Crown upheld the claim. In this case, therefore, the extra land brought up the £198 6s. 10d., which was in excess of the amount I had agreed to give for the estate.

312. Did you have any communication from Dr. Benjafield that he was about to reserve any portion of the estate? No; I got the whole estate, including five stone buildings and stables.

313. Dr. Benjafield said he mentally reserved the house and buildings for himself? There could have been no mental reservation.

314. He reserves it for himself? No, No!

315. You say you concluded the contract on the 16th October? Yes. Mr. Clark recommended it; I sent it to Mr. Pillinger, and he recommended it; and Mr. Bird recommended it.

316. Yes; and up to that time were you under the impression that Dr. Benjafield was to take £5000 for the property? Well, I was under the impression all along that he was going to get something out of it.

317. *By Mr. Rooke.*—At the time the bargain was concluded you were not aware of the exact amount he gave for it? No, I never knew anything at all about what he was giving for it.

318. You did not know at the time? No, not at the time.

319. When he offered it you for £5000? I presumed then he was getting something out of it.

320. *By Mr. Cooté.*—You never asked him? No; I did not expect he would tell me what he was paying for the property.

321. *By the Chairman.*—You say the 24th September it was reported upon? I do not know when it was reported on, but I will see where I was on that date; I will refresh my memory in regard to the matter.

322. Have you got Mr. Seager's and Mr. Jones' reports? No.

323. Well, I don't think we need detain you any longer? I would like to refresh my memory about the 24th.

324. There is not the slightest doubt you were going to buy the Derwent Park without any reservation whatever? Yes; there was no reservation.



APPENDIX A.

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## DERWENT PARK.

## MEMO.

INSPECTED this property with Mr. Jones, Superintendent Gaol, Hobart, yesterday afternoon. The property has considerable water frontage, and a large area is under cultivation ; a good home-stead and stone outbuildings exist. There are freestone quarries opened, and abundance of material for road metal and quarrying. A portion of the land fronting the Main Road, near the River Derwent, at Risdon, was pointed out as a suitable site for Slaughter Yards, to be given to the Hobart Corporation in exchange for the present site near the Railway Station. A jetty could be built where vessels could readily land cattle and sheep, and the distance from the Main Line Railway is not great. If the Slaughter Yards were constructed at the place indicated, the offal and manure would be valuable on the farmed land remaining. It might be well to consider the desirability of transferring the boys from the Training School, Cascades, to Derwent Park, where they could be more perfectly instructed in farming pursuits than in the present position at the Cascades, and they could grow vegetables for Hobart Departments, which have now to purchase them. If the Gaol is built at Derwent Park one Superintendent could probably supervise the two Departments of Gaol and Training School, each being kept quite distinct.

The property is assessed at a capital value of £5000, about the amount at which it is now offered to the Government ; and when a contemplated road from the Main road at South Glenorchy to this property is made, the value should be enhanced.

PHILIP S. SEAGER.  
16 Oct. 1891.

*The Hon.* A. INGLIS CLARK.