

MONDAY, 19TH JULY, 1886.

Mr. E. W. ALISON sworn and re-examined:

1501. *The Chairman.*] Mr. Alison, there is a certain conflict of evidence as to your having made an offer to Mr. Roberts. I wish you to consider the evidence you have given, and state to the Committee whether you made any offer to Mr. Roberts?—Do I understand you to state that there was a conflict of evidence on my part.

*The Chairman:* Not on your part; but there is a conflict of testimony. I do not say on your part.

*Mr. Holmes:* That what you stated a witness named Roberts has contradicted!

*The Chairman:* The question is, whether you ever offered the property to Mr. Roberts or, through Mr. Roberts, to any one else?

*Witness:* This gentleman—Mr. Holmes—says there was some remark about a conflict of testimony on my part.

*Mr. Montgomery:* You are asked a direct question: answer it.

1502. *The Chairman.*] Did you ever offer it to Roberts or, through Roberts, to any one else?—Not to the best of my knowledge. Since the last examination I telegraphed to my brother to ascertain if an offer had been made by any one belonging to the office. Will you excuse me for asking what was the nature of the offer?

1503. You were told the nature of the offer. Do you remember that you were asked whether you offered the property to Mr. Roberts or, through Mr. Roberts, to any one else?—No; not to any one at all. As I said, I telegraphed to obtain information as to an offer, as was alleged, of house and five acres for £3,500, or ten acres for £4,000. In reply to which I have got a telegram, “No record of such offer: Hedley, my clerk, nor myself know nothing of it.” I remember clearly showing him on two occasions several properties at Calliope Point, Beach Road, and Belmont; but which properties did not go anywhere near to this property.

1504. No mention is made by Mr. Roberts of the property, but only of an offer made to him?—I remember clearly showing Mr. Roberts, on two occasions, several properties at Calliope Point, Beach Road, and Belmont; but these do not go near Mr. Stark’s property—in point of fact, he preferred one of the “beach frontages” towards the dock, and requested me to give him an offer in writing, so as to allow time for acceptance or refusal, which I did. But I feel quite positive I did not make any such offer to Mr. Roberts as is referred to: I had no authority to do so. Mr. Roberts is evidently under a misapprehension: there is a misconception of facts.

1505. You adhere to your statement that Mr. Stark knew nothing—nor any one else—of your offer through Cochrane and Son?—Not as far as I know.

1506. You state positively that no one ever knew of this offer?—I never gave any information to anybody. I never denied it, but I never told anything to anybody about it.

1507. You say you never mentioned it to any one?—No, not that I know of; not outside of my own office.

1508. Did you mention it to any one inside your office? Did any one inside your office know about it?—My clerk would perhaps know.

1509. Have you any reason to think that he would mention it?—No; I do not think he talks about my business.

1510. *Witness:* I would like to call attention to the fact of a statement being made that Stark’s property was “pertinaciously pressed by him” upon Roberts. The evidence which I had to go through did not bring this matter out as it transpired, apart from the utter falsity of the statement.

1511. *The Chairman.*] What statement?—That I pertinaciously offered it to Roberts.

1512. *Mr. Holmes.*] Is that statement untrue?—Give me time to answer: which?

1513. *Hon. Major Atkinson.*] That in March, 1884, you offered to Roberts ten acres, containing buildings and improvements, for £3,500, or the buildings and five acres for £3,000—that this was pressed on Roberts with great pertinacity, even misrepresenting facts.

*Hon. Mr. Ballance:* Take the next sentence, which is very important: that is, “in relation to other property”—“suppressing facts in relation to other properties:” that makes a great difference. You read to him that Mr. Philcox said, “He pertinaciously offered, to the suppression of facts in relation to other properties.”

*Witness:* Yes, and I was very much annoyed at that statement, for I felt certain that I never made such an offer. It is now a question of veracity.

1514. *Hon. Major Atkinson.*] Roberts says you did make the offer: you say you did not?—I wish to say, apart from the utter falsity, that such an offer was never made by me to him; I say, apart from the falsity of that, I would appeal to the intelligence of the Committee whether, if Roberts required the property, in treating for such a valuable property as Stark’s was, such an offer would not have been made in writing, and whether there is not some document to show that the property was under offer or being dealt with, as it was proposed to be obtained for a third party.

1515. *Hon. Mr. Ballance.*] The statement was, “the suppression of facts in relation to other properties,” not in relation to this?—It would be in reference to this; there is only one deduction to be drawn from it, namely, that the misrepresentation of facts in regard to other properties was to secure the sale of that property.

1516. *Hon. Major Atkinson.*] I would like to ask whether the witness adheres to all the statements he made the other day?—I have no reason to alter it. I have given you everything I know to the best of my knowledge, and I believe it is strictly correct. Three or four years having passed it is impossible to mention every little thing that may have occurred. I ought to tell the Committee whether this property had been offered by us either in part or in the whole to any one, and the answer I got was this—I should say that the telegram I sent was to ascertain if any one belonging to the office had made an offer of the property, either as a whole or in part.—Reply, “Offered Vines, August, 1883, for £3,500; no other record; certain.”