

131. You received a letter from me dated the 11th June?—Yes.

132. Asking for the protection of the Court for my clients?—The letter speaks for itself.

133. You asked me for a copy of it with a margin, and were good enough to send it back to me with your comments?—Yes; to make the reply clearer.

134. You were satisfied, in the course of the three days between the 11th and 15th June, that Stockman had no interest in the land?—Neither had he until he got his lease.

135. Was not the agreement which had been obtained—the certificate to him—an interest in the land?—I do not think that it was. I do not see how Stockman could get an interest in the land before it had passed through the Court.

136. This agreement you made the basis of the certificate?—Yes; the sole basis.

137. It made Walker and Stockman the only people who could negotiate for a lease?—No; not necessarily. It professed to give Walker authority to negotiate; it was not necessarily the sole authority.

138. Was there any other certificate issued in regard to that block?—No. As a matter of fact it so turned out, but it did not give exclusive right. The agreement was not treated as anything. My observations in regard to it speak for themselves.

139. You say you did not consider the Mangapapa Block was under any restriction when this agreement of 1881 was executed?—I think there was everything to preclude it being dealt with, because the land was not through the Court.

140. Does not the terms of the Act require that the land should be free from all restrictions?—So it was when I gave my certificate.

141. Was the land subject to any restriction precluding the lease?—The only lease was that to Walker, and when that was obtained there was no restriction. I may add that the sole foundation for my certificate was Stockman's agreement of 1881, and which agreement, by reason of its having been signed before the land went through the Court, was invalid, could not have been sued upon, and could confer no estate.

142. In the certificate under section 24 it is recited that Stockman and Walker had severally agreed to lease?—Yes. The certificate to Stockman and Walker notified to the Commissioner that they had severally agreed to lease.

143. What does that mean?—It means that each sent an application saying that he had made an agreement for lease. The documents speak for themselves.

144. They did not produce separate documents to base their application upon?—Stockman did not produce any document. Walker produced Stockman's document.

145. You stated that Stockman repudiated the Mokau Coal Company altogether. Did he do so from the beginning?—He did so on the inquiry.

146. As a matter of fact, did he not do so only because he knew he would not get anything otherwise?—He never told me so.

147. You are not aware that he held aloof from Walker for several days whilst you were sitting in New Plymouth?—I am certainly not aware of it, but I had a shrewd suspicion that he was carrying his pigs to the best market.

148. You did not try to stop him?—I did not.

149. As a matter of fact, there was no lease?—No. I have said so in my statement to the Committee.

150. Did Mr. Charles Brown, a Justice of the Peace, act as agent for Mr. Walker before you at all?—No.

151. Not at all?—No.

152. Did he not appear before you in chambers when I was present?—I do not recollect; I do not think he did. He might have been in the room, but I do not remember.

153. You had no negotiation through him at all?—Certainly not.

154. *Mr. Hutchison.*] I would ask you whether, upon reconsideration, you do not consider that section 24 only refers to a completed contract?—Clearly it does.

155. That was not your view when you granted the certificate?—Clearly; I was aware of it. If you notice the printed form of certificate it is made out either for lease or a conveyance; but in this case the certificate was altered from lease to agreement for lease—the certificate under section 24.

156. This was not a completed contract?—No; it did not pretend to be complete, the land not having gone through the Court. It only pretended to be an agreement.

157. It was on the same document that you gave the second certificate under section 25?—Yes; there was no other document. The two certificates must of necessity be founded on the same document.

158. How many applicants were before you for a certificate?—Three, technically; and Mr. Richmond for the Mokau Coal Company.

159. They must have all been claiming on one document. The three claimants and the Mokau Coal Company founded their claim on this agreement with Stockman?—Yes; they each claimed as the assigns of Stockman's interest under the one document.

160. You gave the certificate for what it was worth?—Yes; I told the parties that they took it upon their own risk.

161. In intimating the granting of your certificate you stated, "Legality of the proceedings very doubtful"—that is, of your own proceedings?—Yes; that was for the information of Walker's solicitor.

162. *Hon. Mr. Ballance.*] Is it usual to issue certificates the legality of which appear doubtful?—Well, there was only this case and another in which the question arose. The other case was discussed at length, and I was familiar with it. The position I took up was this: If I refused the certificate they were precluded from getting signatures, and if I gave the certificate they took it for what it was worth, at their own discretion.