

82. You tried to get Andrew to put him out?—Certainly; it was his duty. And if you ask Mr. Haggitt about it, he will tell you that he advised Mr. Andrew to put Gray out.

83. Then you presented the petition? It was presented with your concurrence—in 1891?—Yes.

84. You knew what its contents were?—Yes. I was quite willing that Gray should get what was sought for in the petition. All I wanted was my money.

85. At the time you transferred this to Gray what was the object in transferring?—In order that the mine might be worked.

86. Was the mine not being worked at the time?—It was being worked, but Mr. A. H. Logan was bankrupt.

87. What was the object in transferring it: was it not to keep it from Logan's creditors?—No. The only creditors in Logan's case were the costs of the lawsuit. I knew of no other. They were all connected with the mine.

88. And yet a fortnight before you assigned it over to Gray?—No. I tell you now that if the Official Assignee had wanted it he could have got it.

89. What was the object of putting it into Gray's name a fortnight before the bankruptcy?—I understood that Mr. Toomey was going to take the mine.

90. We were told that the management of the mine continued exactly the same after Logan's bankruptcy as it was before?—It was carried on, but no money came in. The creditors were deprived of nothing. If it had been put up for auction it would not have brought sixpence. The creditors were all aware of what was done. It was told at the creditors' meetings at the time. They knew of the agreement with Gray, and they passed a resolution that Logan should be discharged, and that he had been badly treated by the Corporation. The whole thing had been wrong. Mr. Denniston was of opinion that he was bound to win the case, and it was brought almost entirely on Mr. Denniston's advice.

91. About this £500 that you paid to Mr. John Logan on the security of the mine and railway line: you say that that money?—Went to the New Zealand Mortgage Association.

92. To pay this £483 16s. 6d.?—Yes, that is so.

93. The money was paid in 1887 and the conveyance not made until 1889?—I was away from home when the money was advanced. It was advanced by my partner, Mr. Mondy.

94. The mortgage is to the firm of Stout and Mondy: how did you come to sell the mine to James Gray in your own name?—When the money was first advanced the money was to come out of the funds belonging to us in the office. Afterwards, as the security seemed to me risky, I was in great doubt and I took the whole responsibility myself, and relieved my partner of any amount.

95. Was that how, at the time you sold, you were sole mortgagee?—I am that now. I took the responsibility.

96. You told us about Andrew's matter. You were acting for Andrew as his solicitor originally. I mean the matter about selling the land for the railway?—I never was consulted by Andrew at the time the railway was constructed. I will not say that he did not speak to me about some agreement and not signing it, but I have no recollection. But if he makes a statement to this effect: that he ever said to me that he claimed from me, or from any person for whom I was acting, compensation for the land on which the railway runs, he is wrong. I do not know what was in the agreement. I cannot remember the nature of the agreements that came before me.

97. You made a statement that John Andrew took shares. You do not know that David Andrew did?—Not to my knowledge.

98. You have heard it stated that Mr. Gray was acting as your "dummy" in the matter?—It is absolutely untrue. I never carried it on, and never had any interest in carrying it on.

99. Why did you advance the money?—I was always hoping against hope to get my money back.

100. You indorsed a great many bills too, did you not?—I indorsed bills to help them in carrying on the mine, and paid bills, too. I only say this: that I consider I have been very badly treated; that I have been the person who lost the money. I am willing to come to any settlement now, to help any one to take this railway. The workmen have been kept on.

101. What about Gray?—I consider Gray is very much to blame for the whole thing collapsing. If Gray had managed the thing better, I think it might have been made to pay the wages and a small royalty.

102. You have heard what Gray said about your telling him that he was surely getting frightened for his wages: he had the mine and railway to look to?—I never said any such thing, or that I advised him to take the mine for security.

103. Why was the agreement made?—Simply to allow the thing to be carried on. Every one knew that there was nothing in it.

104. Had Mr. A. H. Logan ever possession of this mine?—Under the original agreement I think he had.

105. I find in *Hansard* that you said, "Never to my knowledge had Logan possession of it"?—That is so. He had the same right with Gray. It did not belong to A. H. Logan. He had nothing to do with it. He only had a right with Gray.

106. Has this mine ever belonged to you?—No; except as mortgagee.

107. Are you owner of the line?—The word "owner" is used in two or three senses. The Queen held it in trust for those persons equitably entitled to it, and I am entitled to it until I get my money paid.

108. Who is the equitable owner?—I say I am the equitable owner until my mortgage is paid.

109. Who is the equitable owner?—Mr. J. Logan is the mortgagee.

110. Have you made a search for the bills?—No.