

176. Did the manager of the bank say that he would cash the bill for you?—He did not say so; it never struck us that we wanted the cash. He said he would discount it, if necessary.

177. Did you apply to the Press Association to have your money returned?—Yes.

178. What answer did they give you for not returning it?—It is on the letter:—

“United Press Association (Limited), Wellington, 22nd July, 1896.

“GENTLEMEN,—In reply to your application for a reduction, I am directed to say that, as before advised, the management has no power to make a reduction, and the case cannot be dealt with until a meeting of directors. I have sufficient ground for believing your application will be reasonably dealt with. With reference to your alternative desire—that the cash sent by you be returned, this I am unable to comply with, as it was received in part fulfilment of an agreement entered into by you to pay £300 in cash, and the balance to be forwarded by your promissory note for £200.

“This latter, as I have more than once intimated to you, I await, when, as I have also previously advised, our service would be at once commenced.—Yours faithfully,

“Messrs. Arnott and Cashion, *Standard*, Hastings.”

“W. H. ATTACK, Manager.

179. That the negotiations had fallen through, and they absolutely refused to return the £300, would not that imply that the negotiations were still pending? The position is this: that negotiations had been entered upon, that those negotiations had fallen through, and consequently they refused to return the money as a consequence of those negotiations?—That was the only application we made.

180. *The Chairman.*] Was that your last communication?—They wrote, “Please state the amount of entrance-fee you would be prepared to pay.” That was the 3rd August.

181. Did they say it was closed?—No.

182. Then you have not applied for the £300?—Yes.

183. *Mr. Massey.*] You were notified that a meeting of the directors would take place at an early date?—In October.

184. The point I am coming to is this: I gather from the reply of the manager that it was out of his power to return it, and that application would have to be made to the board of directors?

185. *Mr. Hogg.*] They have your money, and for all you know they are using it, and you get nothing in return?—Yes.

186. *Mr. Massey.*] You say you get telegrams at present: have you any objection to say from whom you receive them?—Yes; I object to say that.

186A. Or from where you receive them?—Yes.

187. *Mr. O'Regan.*] You are supplied by correspondents?—Yes.

188. *Mr. Massey.*] Had the Press Association any means of knowing that Mrs. Cashion was a member of the firm?—They knew she was the mother of one of the partners.

189. They knew nothing of her being a partner?—I cannot say.

190. Did you notify to them that Mrs. Cashion was a member of the firm?—No.

191. They had no means of knowing, so far as you were concerned, that she was a member of the firm?—No.

192. Then, having refused to give them a bill according to their own conditions, you practically refused to give them a bill of any value?—It was three days after that they put these conditions. We did not intend to pay the £500 after their treating us as they had done.

193. But in the first place you offered them a valueless bill?—Not at all, if the bank was willing to discount it.

194. Would they take the risk on themselves of getting the money for a valueless bill? Do you not think they had a right to know what was the position of Mrs. Cashion?—I cannot say.

195. *Mr. Wilson.*] At the time you handed over the cheque for £300 you signed an agreement?—No agreement.

196. Did they sign an agreement and hand it to you?—No.

197. When you gave this cheque you got no receipt and no copy of agreement?—No; we trusted it was all right.

198. Could you not have said, as the matter was not satisfactory, that it could be held over until some satisfactory arrangement was made?—Nothing ever cropped up to suggest that; we thought it was all right.

199. You have not been much accustomed to business matters?—No.

200. Have you any experience of bills of this kind?—No; but Mrs. Cashion is a business-woman. She has house property.

201. You have stated that you had agents over the colony who supplied you with telegrams?—Yes.

202. It is not from agents you get the telegrams that appear in your paper; you do not take them from other papers?—I object to answer that question.

203. *The Chairman.*] I would ask you whether, as an expert, you consider that the starting of this paper of yours would interfere with existing newspaper interests in the district?—Yes.

204. *Mr. Wilson.*] Are you not aware that if a man gets a cheque he pays it into his account and if he gives you a cheque and you do not cash it, you may instruct your banker at any time not to cash it, or you may withdraw the balance? If a man received a cheque from you on account of an unfulfilled contract he would pass it into his account until you fulfilled your contract?—They have had it for four months, and have given no value for it.

205. They have been expecting you to fulfil your contract, perhaps. Can you tell when the legal partnership was signed?—In April.

206. Where is the deed?—In Featherston. I think it was at Featherston.