1910.

NEW ZEALAND

PUBLIC PETITIONS A TO L COMMITTEE

(REPORT OF THE) ON THE PETITION OF JOSHUA JONES; TOGETHER WITH COPY OF PETITION, MINUTES OF PROCEEDINGS, AND EVIDENCE.

(MR. DAVEY, CHAIRMAN.)

(Report brought up on the 15th November, 1910, and ordered to be printed.)

ORDER OF REFERENCE.

Extract from the Journals of the House of Representatives.

THURSDAY, THE 7TH DAY OF JULY, 1910.

Ordered, "That a Committee be appointed, consisting of ten members, to consider all petitions from A to L that may be referred to it by the Petitions Classification Committee, to classify and prepare abstracts of such petitions in such form and manner as shall appear to it best suited to convey to this House all requisite information respecting their contents, and to report the same from time to time to this House, and to have power to report its opinions and observations thereon to this House; also to have power to call for persons and papers; three to be a quorum: the Committee to consist of Mr. Davey, Mr. Dillon, Hon. Mr. T. Duncan, Mr. Fisher, Mr. Hine, Mr. Macdonald, Mr. Newman, Mr. Smith, Mr. E. H. Taylor, and the mover."—(Hon. Mr. R. MCKENZIE.)

PETITION.

To the Honourable the Speaker and Members of the House of Representatives of the Dominion of New Zealand, in Parliament assembled.

THE Petition of Joshua Jones, of Mokau, Taranaki, humbly showeth,—

That your petitioner arrived in New Zealand with his family in 1876 from Australia, and, after consulting with Sir G. Grey, then Superintendent of Auckland, and with Mr. F. A. Carrington, Superintendent of Taranaki, proceeded to open up the Mokau district to European settlement. Both these gentlemen pointed out that it was very risky for Europeans to enter the King-country at that time, but gave me their assurances verbally, and subsequently in writing, that in the event of my being successful in my negotiations with the Natives in securing a peaceable footing in that territory, the Government would give me all the assistance in its power. That this end became accomplished, and the General Government in 1879 gave me further assurances in writing.

That through the acts of Government officers and the passing of Acts of Parliament adverse to my interests, the pledges I had received from the Government became disregarded, and capital that came from Australia to work the property was driven away again, thereby causing me several years of trouble and expense.

That in 1888, after exhaustive inquiry by Royal Commission, the Legislature passed a private statute for my relief; that following this provision it required a period of about two years to get the title into form again.

That in 1892–93, the time of the financial crisis in New Zealand and Australia, I was compelled to proceed to London in search of capital to develop the property, and went to a firm of solicitors styled Flower and Nussey, to whom a Wellington solicitor named W. L. Travers, acting for me, had previously sent particulars of it. That the head of this firm, Wickham Flower, undertook, as solicitor for me, to advance certain moneys that were due upon the property, and bought it in at a sale for the amount due, on the 8th April, 1893, at New Plymouth.

That this solicitor then fraudulently alleged that he had bought the property for himself, and not as solicitor for me, although he had charged me in the bill of costs for his services in purchasing for me, and was to receive a large bonus as well.

That in consequence of this dishonesty many years of litigation followed, with which your honourable House is not concerned.

That Flower was held guilty of misfeasance by the High Court, and ordered to pay a large sum of money by way of a fine.

That in 1904, in an action by your petitioner in the King's Bench Division for slander of title, a compromise was arrived at by which the property was to be handed over to me by the holder of the legal estate, Wickham Flower, upon the payment of stipulated sums of money. That I did not carry out this compact, and a further compact was made in 1906. This compact I also failed to carry out.

That these failures were in consequence of Wickham Flower having in 1894 procured a fraudulent report upon the value of the estate, and also, in dispute of my title, maliciously distributed these reports over London for the express purpose of preventing, and did prevent, my dealing with the estate; a fact that was clearly exposed in the London journal *Truth* of the 23rd June, 1898, and never denied by Flower. That after Flower's death in September, 1904, and during the term of the compromises before mentioned, I discovered in 1907 that the mischief done by the malicious reports of 1894 had followed the property, and, further, that these false reports were again repeated by the solicitors to the executors and others connected, I believe, with the Flower side. The consequence was that I was prevented from dealing with the property, and the executors became the owners of it by putting the mortgage up for sale at New Plymouth on the 10th August, 1907, and buying it in at £1 over the mortgage sum. There was no outside bidding, although there was ample money in Taranaki. The people were aware of the difficulties as to title.

That during the litigation in England, when Flower was held guilty of misfeasance in claiming the estate, the same decision held him to be a trustee for me of the property, with a mortgage of his own over it. At his death the executors stood in his position. There was no other trustee appointed.

That, finding my dealings had been thwarted by the circulation of the false reports, I consulted counsel, who advised that such dishonest conduct would be held by the Court to annul the compacts, and further advised me to enter an action for redemption and accounts. That an action was so commenced in the Chancery Division, but, Mr. Justice Parker having expressed his doubts as to the jurisdiction being in England, I allowed the action to lapse, and came to the Dominion for the purpose of recommencing it here.

That on the 1st November, 1907, Flower's executors had a motion before the Court to strike the action out, upon the ground that it was frivolous; but Mr. Justice Parker decided that it was not frivolous, and ordered it to proceed, leaving the question of jurisdiction to stand over for the moment.

That after my return to the Dominion in February, 1908, I lodged caveat over the property preparatory to commencing the action for redemption as advised in England. That the Court of Appeal in Wellington, on the 20th July, 1908, ordered the removal of caveat at the instance of a Mr. Hermann Lewis, prohibited me entering the intended action upon the ground that it would be frivolous, and refused me leave to appeal to the Privy Council. I would state that the President of the Court was Sir R. Stout.

That Hermann Lewis is a gentleman whose name, between Messrs. Travers and Campbell, the local agents for Flower's executors, and the firm of Messrs. Findlay and Dalziell combined, has been placed on the Land Transfer Register as owner of the Mokau property without any consideration having passed hands or security being given, he having, on the 12th June, 1908, gone through a form of purchase at £14,000, and mortgaged it back to the executors from whom he purchased the same day for the same amount of £14,000—a dummy transaction, in fact.

That upon the date of the registration of the alleged purchase and mortgage by Hermann Lewis, 12th June, 1908, there was then caveat lodged over the property. I humbly submit that there was irregularity in these acts of registration that should be inquired into.

That at the hearing in the Court of Appeal, upon the question of fraud being raised by the Bench, my counsel, Mr. Treadwell, replied that Hermann Lewis had been warned by him both verbally and in writing of the situation, and by Mr. Jones personally; that what he, Mr. Treadwell, had to say about the fraud would be proven at the trial; that neither my counsel nor myself had the remotest thought that I should be prevented from bringing the action.

That, having been refused trial of action and leave to appeal to the Privy Council, I laid the position before the Prime Minister, and he suggested to me, and in his place in Parliament on the 26th August, 1908 (*Hansard*) advocated, that my proper course would be to petition Parliament and have my case reported upon.

That I acted upon the foregoing suggestion, and the Public Petitions Committee of the Legislative Council in 1908 reported recommending the Government to appoint a competent tribunal to inquire into the merits of the petition, and that pending such inquiry steps be at once taken to prevent further dealings with the land. Parliament was about rising for the dissolution, or, I understood, the Committee would have completed the inquiry.

That in July last certain questions were put in your honourable House to the Prime Minister by the honourable member for New Plymouth, Mr. Okey, with regard to certain dealings with the title to the Mokau-Mohakatino Block. That the information upon which the questions were founded was furnished by your petitioner to that honourable gentleman. That on the 27th July the Prime Minister placed the Order Paper containing the replies upon the table. That the replies are evidently framed from information supplied by Dr. Findlay.

That the statement on the Order Paper that the Attorney-General was not asked and had no power to give effect to the recommendation is not in accordance with my information. He represented the Government in the Council, and when asked by my solicitor, Mr. C. E. Treadwell, on the 8th October, 1908, to set up the Commission or competent tribunal as recommended, he replied that the Government would not set up the inquiry to deal with or investigate the petition.

That at the same time Dr. Findlay put forward, on behalf of his firm's client, Hermann Lewis, as the only alternative for me to consider, certain terms, demanding a sum of £5,000, which a few days later was increased to £11,000 and £14,000, on behalf of Flower's executors—£25,000 altogether. That the land was to be sold through the Maori Land Board, and these sums to be a just charge upon the proceeds. That arbitrators were to be appointed to determine how much more money, if any, Lewis was to get when the land became all disposed of.

That the statement in paragraph 1 of the replies on the paper that my solicitor agreed with the Solicitor-General as to there being no power vested in the Government to set up a Royal Commission to inquire into this case requires this explanation: namely, that I informed my solicitor verbally and in writing that I believed both he and the Solicitor-General were wrong in such conclusion, or, at any rate, that if I were wrong I believed Parliament would give the necessary power if requested to do so.

That, as to the allegation in the document of alleged fraud by Mr. Jones with his Native lessors, that is a statement put forward in the report of the Stout-Palmer Native Land Commission that held the so-called inquiry behind my back, and that I knew nothing of until several weeks after it had been held. That I am prepared to submit evidence to show that this Stout inquiry had previously been threatened by Dr. Findlay to my injury, in consequence of a letter written the 3rd November by the Hon. J. Rigg, M.L.C., who presented my petition to the Prime Minister, drawing his notice to the terms demanded on behalf of Hermann Lewis and others by the Attorney-General or his firm. That I believe the Stout Commission had no power, and that it was not intended by Parliament that it should have, to inquire into a case of this kind, where the land had passed the Court decades previously, and had been dealt with under the usual formalities, and where the ordinary Courts of law are open for the redress of any grievances.

That the statement in the paper that the recommendation of the Committee had been fully considered by the Government is negatived by a reply given to me by Sir Joseph Ward on the 22nd April, 1910, that he supposed the matter had been overlooked, but that he had promised the inquiry, and would see that I got it. Mr. Treadwell, who was present, interjected that the Attorney-General informed him there should be no inquiry. Sir Joseph replied, "That is not my view. The Committee recommended it, and Mr. Jones shall have it."

That the statement that the Attorney-General has not and never had any interest, direct or indirect, in the mortgages does not agree with the evidence before me, which is that on the 2nd May last Mr. Bamford, the Registrar-General, went to New Plymouth, and without legal authority ordered the removal of a caveat while there was a written protest against any intended removal without inquiry, upon the ground that fraud had been committed in connection with the title, and that on that same day, 2nd May, the first mortgage registered after such removal of caveat was one over half the property from Hermann Lewis in favour of John George Findlay and Frederick George Dalziell. That this took precedence of the mortgage for £25,271 8s. 2d. Hermann Lewis to T. G. Macarthy, who, the paper states, had threatened legal proceedings.

That there are other matters referred to in the paper, as well as in connection with the whole transactions of the title to this property, that, it is humbly submitted, demand the earliest investigation, which has hitherto been denied. That the suggestion that Mr. Jones should go again to the law-courts is not tenable upon the face of the decision already given, and the statement in the paper that the legal claims of Mr. Jones were finally dismissed as groundless by the Court of Appeal.

That your petitioner does humbly submit that the Land Transfer Act was never intended to be the medium of fraud by the transfer of properties to dummies, much less, as in this case, by trustees. That the interest of every person holding a foot of land in this Dominion stands in jeopardy while such a state of things, and the disregard of and removal of caveats without judicial authority, is permitted.

That your petitioner doth humbly suggest and pray that he may be permitted to present himself in his proper person to your honourable House for *viva voce* examination and the production of papers, as being the safest and most expeditious form of disposing of this important matter; and that you may be pleased to grant such other or further relief as to your honourable House may seem meet.

And your humble petitioner, as in duty bound, will ever pray.

12th August, 1910. JOSHUA JONES.

REPORT.

No. 332.—Petition of JOSHUA JONES, of Mokau.

PETITIONER prays for permission to present himself at the bar of the House for examination and production of papers, or other relief.

I am directed to report that the Committee is of opinion,—

(1.) That the statements made in the petition regarding the Hon. Dr. Findlay have no foundation in fact.

(2.) That Mr. Bamford, Registrar-General, did not proceed to New Plymouth, nor remove caveat *re* sale of Mokau lands without the necessary legal authority, as stated by petitioner.

(3.) That the petitioner was not asked to attend the inquiry held by Sir Robert Stout and Judge Palmer, on the ground that he had no legal standing before the Commission.

(4.) That according to the evidence submitted to the Committee, the petitioner does not appear to have any legal interest in the estate, and therefore the Committee cannot recommend that he be heard before the bar of the House.

(5.) That, in order to settle the long-standing dispute in connection with the Mokau-Mohakatino Block, the Government be recommended to assist in bringing about an amicable understanding between the parties concerned, with the view of settling the land.

(6.) That, in view of the fact that the petitioner believed his original lease from the Natives to be legally sound, and taking into consideration the treatment meted out to him by solicitors in England, whereby he lost his legal interest in the estate, the Committee recommends that in any such mutual understanding the petitioner's claims to equitable consideration should be clearly defined.

15th November, 1910. T. H. DAVEY, Chairman.

MINUTES OF PROCEEDINGS.

WEDNESDAY, 7TH SEPTEMBER, 1910.

The Committee met, pursuant to notice, at 10.30 a.m., in Room H.

Present: Mr. Davey (Chairman), Hon. Mr. T. Duncan, Mr. Hine, Mr. Newman, Mr. Dillon, Mr. Fisher, Mr. Macdonald, Mr. Smith, Mr. E. H. Taylor.

No. 332.—Joshua Jones, of Mokau, asking for permission to present himself at the bar of the House for examination, and production of papers.

Mr. Okey attended with petitioner.

Mr. Jones asked that a report produced before the Select Committee of the Legislative Council in 1908 should be placed before this Committee, also that the evidence now to be taken by this Committee be taken down in shorthand.

Both requests were agreed to by the Committee.

Resolved, That a special meeting be held on Friday, the 9th instant, to take evidence on this petition.

FRIDAY, 9TH SEPTEMBER, 1910.

The Committee met.

Present: Mr. Davey (Chairman), Hon. Mr. T. Duncan, Mr. Hine, Mr. Macdonald, Mr. Newman, Mr. Smith, Mr. E. H. Taylor.

Evidence was taken in shorthand on the petition of Joshua Jones, of Mokau.

Mr. Okey attended with petitioner, who gave evidence.

It was left to the Chairman when to call the Committee together to deal further with the petition.

The Committee then adjourned.

FRIDAY, 16TH SEPTEMBER, 1910.

The Committee met.

Present: Mr. Davey (Chairman), Hon. Mr. T. Duncan, Mr. Dillon, Mr. Newman, Mr. Smith, Mr. E. H. Taylor.

Further consideration of the petition of Joshua Jones was resumed, and, by invitation of the House, the Hon. Dr. Findlay attended on the Committee, and asked permission to be allowed time to peruse the evidence, which was granted him.

Resolved, That Mr. Jones be allowed to be represented by counsel.

Further consideration of this petition was postponed.

WEDNESDAY, 28TH SEPTEMBER, 1910.

The Committee met.

Present: Mr. Davey (Chairman), Mr. Dillon, Mr. Fisher, Mr. Hine, Mr. Macdonald, Mr. Smith, Mr. E. H. Taylor, Hon. Mr. R. McKenzie.

Further evidence on the petition of Joshua Jones was taken.

Mr. Jones attended, accompanied by Mr. Hindmarsh. Mr. Okey was also present.

Hon. Dr. Findlay attended and gave evidence, as did also Mr. Jennings, M.P.

Resolved, That the Registrar-General and Messrs. Treadwell and Dalziell be asked to attend the next meeting.

The Committee then adjourned.

TUESDAY, 4TH OCTOBER, 1910.

The Committee met.

Present: Mr. Davey (Chairman), Mr. Fisher, Mr. Hine, Mr. Smith, Hon. Mr. R. McKenzie.

Further consideration of the petition of Joshua Jones was resumed.

The petitioner and his solicitor (Mr. Hindmarsh) attended.

The Registrar-General (Mr. Bamford), Hon. Dr. Findlay, and Mr. Treadwell also attended.

The Chairman reported that he had received a letter from Mr. Dalziell, stating his inability to attend owing to his having urgent private business at Taupo, but that he will be pleased to give evidence not later than Thursday week.

Resolved, That further consideration be held over for a meeting to be arranged by the Chairman.

TUESDAY, 18TH OCTOBER, 1910.

The Committee met.

Present: Mr. Davey (Chairman), Mr. Fisher, Mr. Macdonald, Mr. E. H. Taylor, Hon. Mr. R. McKenzie.

Further evidence was taken on the petition of Joshua Jones.

The Chairman read a letter from Mr. Skerrett, K.C., saying he could not attend, but that he would be pleased to appear before the Committee later.

The Chairman also read a letter from Mr. Newman, M.P., asking for leave of absence on account of illness, which was granted.

The petitioner was present with his counsel (Mr. Hindmarsh), and the following witnesses attended to give evidence: Messrs. Bamford (Registrar-General), Dalziell, and Treadwell.

Hon. Dr. Findlay also attended.

After hearing evidence the Committee decided to allow Mr. Skerrett, K.C., to appear before it.

The Committee then adjourned.

FRIDAY, 28TH OCTOBER, 1910.

The Committee met.

Present: Mr. Davey (Chairman), Mr. Dillon, Hon. Mr. T. Duncan, Mr. Hine, Mr. Macdonald, Mr. Newman, Mr. E. H. Taylor.

Further consideration was given to the petition of Joshua Jones.

Mr. Okey attended, and petitioner and his counsel (Mr. Hindmarsh) were also present.

Mr. Skerrett, K.C., attended, representing Native owners.

Mr. Dalziell also attended.

The Committee heard statements from Mr. Skerrett, Mr. Dalziell, and Mr. Hindmarsh, and deferred deliberation on the petition.

The Committee then adjourned.

FRIDAY, 4TH NOVEMBER, 1910.

The Committee met.

Present: Mr. Davey (Chairman), Mr. Dillon, Mr. Macdonald, Mr. Smith, Mr. E. H. Taylor, Hon. Mr. R. McKenzie.

The Committee deliberated on the petition of Joshua Jones.

Resolved,—

(1.) That the Committee is of opinion that the statements made in the petition regarding the Hon. Dr. Findlay have no foundation in fact.

(2.) That Mr. Bamford (Registrar-General) did not proceed to New Plymouth nor remove caveat *re* sale of Mokau lands without the necessary legal authority, as stated by petitioner.

(3.) That the petitioner was not asked to attend the inquiry held by Sir Robert Stout and Judge Palmer, on the ground that he had no legal standing before the Commission.

(4.) That, according to the evidence submitted to the Committee, petitioner does not appear to have any legal interest in the estate, and therefore the Committee cannot recommend that he be heard before the bar of the House.

(5.) That, in order to settle the long-standing dispute in connection with the Mokau-Mohakatino Block, the Government be recommended to assist in bringing about an amicable understanding between the parties concerned, with a view of settling the land.

(6.) That, in view of the fact that the petitioner believed his original lease from the Natives to be legally sound, and taking into consideration the treatment meted out to him by solicitors in England, whereby he lost his legal interest in the estate, the Committee recommends that in any such mutual understanding the petitioner's claims to equitable consideration should be clearly defined.

The Committee then adjourned.

MINUTES OF EVIDENCE.

FRIDAY, 9TH SEPTEMBER, 1910.

(No. 1.)

The Chairman: Members will remember that Mr. Jones, through Mr. Okey, requested me to secure the report on the Mokau Coalfield produced before the Select Committee of the Legislative Council in 1908. The document is here.

Mr. Jones: This is not the document I asked for. There is another document.

The Chairman: Whose fault is that? Is not that the one you asked for?

Mr. Jones: This is not the document I saw before the Committee. I can see that before I read it.

The Chairman: But that is the report on the Mokau Coalfield.

Mr. Jones: There were two, a good one and a bad one.

The Chairman: Is that the good one?

Mr. Jones: I think not, but I have not read it through.

The Chairman: We will give you every opportunity to look it through before you make a statement. That is the document produced—at least, so the solicitors state. I naturally assume, although they have not said so, that that is the one.

Mr. Jones: This document was not placed before the Committee in 1908. It was not of that size. I told my solicitor, Treadwell, to read it while we were there, and he read it through. This is a report absolutely condemning the property, in connection with which I have the sworn evidence of Wales. That is not the report Hermann Lewis pulled out of his pocket before the Committee, in the presence of Travers and Campbell.

The Chairman: The Committee could only ask what you requested. You did not state that there were two reports.

Mr. Jones: I naturally thought the one read there would be produced. Lewis read part of the report to me, and I got my solicitor to read it right through.

The Chairman: Do I understand you to say that that is not the report read before the Committee of the Legislative Council in 1908?

Mr. Jones: They did not read it out; they had it in their hands. It was not read. It was laid on the table, and my counsel read it through.

The Chairman: Is that the report you want?

Mr. Jones: No. There were two reports. That is not the one.

The Chairman: Then it is of no use to us?

Mr. Jones: I do not think it is. But I ask you to retain it, and not give it out.

The Chairman: That is a matter for the Committee. If you say that is not the report, I suggest that I should communicate again with the solicitors. Can we get along with the inquiry without the report you want?

Mr. Jones: Yes.

The Chairman: Is there any use asking for the other report? You say it is most important?

Mr. Jones: Absolutely.

The Chairman: Do you propose to quote the contents of that report?

Mr. Jones: I shall put it in.

The Chairman: If we take your evidence to-day, and get the report for another meeting, it will not be satisfactory to go over the whole thing again, comparing your evidence with the report.

Mr. Okey: It is possible there were two reports placed before the Council Committee. I have no doubt that this one came before the Committee as well as the other one.

Mr. Jones: I have the sworn evidence of Wales, contained in the report I hold in my hand.

The Chairman: You suggest that Wales gave two reports?

Mr. Jones: That is so.

(At this stage the Chairman withdrew, accompanied by a member of the Committee, to telephone to the firm of solicitors concerned, and on returning reported that Messrs. Travers and Peacock said that only one report was produced before the Committee in 1908, and that it was the one supplied. They had had nothing else, and were prepared to send their representative to testify to that effect. The mark "R" on the back of the document, the Chairman stated, was quoted in support of the fact that it had been an exhibit before the Committee. "I said," the Chairman continued, "'Admitting that, was not another document produced?' but they replied, 'Not to our knowledge. If there was, we know nothing of it.'")

Mr. Jones: That is not the report.

The Chairman: Might it not have been a close typewritten copy of the report that was produced? This is a huge document.

Mr. Jones: There were two reports in London. This is the one that animadverted on the proposal throughout. Flower had two in his possession—one that he used when I wanted to sell the property, and one when he wanted to sell it.

The Chairman: I am afraid we cannot help you now.

Mr. Jones: Well, I wish to record my protest.

The Chairman: In the circumstances I think we will go on with the case. Do you desire Mr. Okey to open the case?

Mr. Okey: I have very little to say in connection with the matter. There is no doubt it is a very important case. Mr. Jones thirty-five years ago took up a large block of land on the Mokau-Mohakatino River, and, after holding it for some years and obtaining a sum of money upon it (a first mortgage of a certain amount), and a second mortgage of a smaller sum, proceeded to London with the object of dealing with the land. He was recommended to a firm of solicitors, Flower and Nussey, to negotiate for him. On his arrival in England it appeared that notice of the calling-in of the second mortgage had gone Home in the same steamer. The solicitors then paid off the second mortgage, and commenced to deal with the property. No sooner had they paid off the second mortgage than the first mortgage was called in, and they paid it off, so that these gentlemen were in the position of having one mortgage on the property, which they had on Jones's account. This is where the trouble seems to have started. Jones was not in a position to redeem that mortgage, and immediately he brought a person who was prepared to provide the money to redeem it there were all kinds of difficulties placed in the way. First they wanted a considerable sum for the money they had lent out and the business they had done for Jones. Jones was asked to pay £1,000 for what they had done, but as time went on they asked larger sums, until the amount, I think, was something like £20,000 that they required to redeem the mortgage they had taken up for Jones. However, Jones seems to have got into difficulties and law, and, although the money was on one or two occasions offered to redeem the mortgage, it never came off. That is really the start of the case. The case went to the Courts, and Jones eventually got the right to redeem the mortgage. Meanwhile this firm had sent a gentleman out to Taranaki (Mokau), and he got a report on the property. One report, as Mr. Jones has said, was for their use if they wanted to deal with the property, and the other—the false report—was placed before the public when Jones wanted to deal with the property. Immediately Jones had the chance of raising the money to pay off these gentlemen the false report was placed before the public. However, the matter has gone on from time to time from one Court to another until Jones has had to come to New Zealand. The London Court told him that he would have to come to New Zealand, as they had no power to deal with it. Before the Court in Wellington he was told that he had not a legal claim to appear. The petition to the House was heard by the gentlemen of the Upper Chamber, and they recommended that a Commission should be set up. This is what Jones asks for. This Commission has never been set up. What they did do was to ask Sir Robert Stout and Mr. Jackson Palmer to inquire into the case. They did so, but Jones was never called to give evidence. That is one of his chief grievances. If any of the gentlemen present had a case in hand to inquire into, the least thing you could do would be to hear the evidence. Jones asks that the Commission should be set up; and the Minister informs him that he has no power to set up the Commission. He now asks that he should be heard at the bar of the House. If you gentlemen think that it would be unwise to hear him at the bar of the House, it is possible to suggest that he should have a Commission. I am sure you will give him a fair hearing in this case.

The Chairman: Mr. Jones, will you make your statement. We should be obliged if you will make it as shortly as you possibly can, and to the point.

Mr. Jones: I am quite sure that it will not influence the Committee, but I have fair grounds of complaint that this case has been prejudiced in the Press by a statement of the Attorney-General in the Upper House and leading articles in the morning papers.

The Chairman: That will not affect the Committee.

Mr. Jones: No; but it is not improper for me to raise the point. It will come in later on.

Mr. Newman: I expect the witness will confine his argument to showing that he has had an injustice done to him in so far as this Commission has not been set up. He is not going into the merits of the case?

The Chairman (to Mr. Jones): You do not propose to go fully into your case?

Mr. Jones: You will surely want to know what took place in London, in order to show that they had no jurisdiction, and what brought me to the Court here, where your five Judges threw me out.

The Chairman: It is admitted that you went to the Court, and they had no jurisdiction. There is no need to tell the Committee that. I suggest that you should show us that you have been unfairly treated by the individuals mentioned in your petition, giving some reasonable justification for your request that you should be heard at the bar of the House.

Mr. Jones: It has even been decided by one of those five Judges that this never took place in London—that they never said there was no jurisdiction!

The Chairman: Well, perhaps you had better go on and tell the story in your own way.

Mr. Jones: When I landed in London I went to the firm of solicitors, Flower and Nussey, to whom Travers had previously sent particulars of the property, and they took me in hand. That is how I got into the hands of these people. They undertook to find certain moneys on the property which were due. They found a small sum, but allowed the property to go to auction in violation of their pledge, and the senior partner bought it at auction. It was put up by Plimmer,

of Wellington, at £6,752, and Wickham Flower bought it at that price as my solicitor for me, afterwards saying that it was for himself, and not for me. I brought him before the Incorporated Law Society, which left the matter an open question, and I then brought it before the Master of the Rolls, who advised an action by way of appeal from the finding of the Law Society, and the High Court held that Flower had committed a fraud, and ordered him to pay a heavy sum by way of fine. He was held guilty. The effect of the decision was to hold that he bought the property as solicitor for me; therefore he was trustee for me in addition to holding a mortgage, as stated in my petition to the Legislative Council, 1908. In all these transactions Travers was engaged with him, though Travers was at this end of the globe. After years of litigation an action for slander of title was brought in the King's Bench Division—Jones *v.* Wickham Flower and three other defendants. After I had been in the box two days they threw up the sponge, and said they would surrender the property. I strongly objected to the compromise; but my counsel, Sir J. Lawson Walton, when they surrendered the property said that the defendants were men of straw, and it would be better to get the property. I objected to it for a long time, and raised three points against coming to a compromise — (1) as regards the tenants illegally placed on the land by Flower; (2) as regards waiving my private statute of 1888 and giving the other side a mortgage under the Land Transfer Act of New Zealand; (3) as regards the bad report on the property made by Wales in 1894, which I feared might crop up or be put forward again, as well as that respecting the title, as before. The jury were kept idle in the box for considerably over an hour, and the Judge retired to his room while my objections were being discussed. My objections, however, were overcome—(1) that the tenants must have been legally placed on the land, or they would not be tenants at all. It was admitted that these were not legal tenants, and I insisted on having it specified in the document of compromise that they should be removed by the other side. (2.) As regards the statute, I was advised that the point was not material if I dealt with the property unmolested by prejudicial effects from the other side. If a sale were effected neither statute would affect me. (3.) As regards the false report by Wales and the previous improper claim to the title, I was advised that, as these were malicious, and had done injury in the past in preventing my dealings, if they again prejudiced my dealings in the future by following the compromise or being again circulated to my damage, I was to treat the compact as being void, and the Court would uphold me. I thereupon consented to a compromise. It was pointed out to me in the compromise that I was compromising with my own trustee at his own request. I entered into the compromise on the 27th July, 1904, and Flower died immediately afterwards, and his trustees stood in the same position towards me. There was no other trustee appointed.

Mr. Okey: Will you tell the Committee the compromise you entered into.

Mr. Jones: That I had to pay certain sums of money within two years; failing that, I was to give a mortgage. During the two years I did not pay the sum, and I gave a mortgage. That went on for eighteen months more, and I did not pay. That gave them the opportunity of a foreclosure. The reason I did not pay the moneys was that the damaging report of Wales, saying that the coal was no good either for house or steaming purposes, and also another document, had been put forward at the time of the compromise in 1907, again disputing my title. I have a copy of it. I could not sell the property. It was morally impossible. I went at once to my counsel, who said, "I advise you to discard the compromise—they have vitiated it; not you—and enter an action for redemption in the Chancery Court." I entered the action accordingly, and a motion was entered to strike out the action as frivolous. Mr. Justice Parker, however, said, "This is not a frivolous action by any means." He had the New Zealand statute before him, and had affidavits from the other side from New Zealand solicitors. He refused the motion to strike out the action, and ordered it to proceed. This order has been disputed by no less an authority than Sir Robert Stout. Your Judges here said it was frivolous, and kicked it out. I have here an answer from my solicitor's clerk, indorsed by Mr. Buckley, my counsel, certifying that the order was made.

The Chairman: Do you wish to show that, because the English Judges said the action was not frivolous, you should be heard before the bar of the House?

Mr. Jones: It is a question of jurisdiction.

The Chairman: But this Committee cannot go into that. I do not want you to go into the whole of the English Court cases. If you will tell us the story without reading so much, and place the papers on the table, we will go into them afterwards. It will not do you any good to read all that. We want you to show that you have been unfairly treated.

Mr. Jones: Yes; but I thought you would want the grounds why I came to this Court. Sir Robert Stout said that Judge Parker had not given the decision that the action was not frivolous. In that connection I have here the signature of my counsel to a document confirming my statement that the action was held to be not frivolous. Your Judges said to me, "You have got no more interest in the property. We will not allow you to go to the Privy Council or enter an action." I then laid the matter before Sir Joseph Ward.

The Chairman: Have you got the judgment wherein it is stated that you had no case, and would not be allowed to appeal?

Mr. Jones: Yes. It is here fully reported in the *Dominion*, and the same report was published in the *New Zealand Times*.

[From the *Dominion*, 21st July, 1908.]

Law Reports.—Full Court.—The Mokau Leases.—Removal of a Caveat.—"Projected Action Frivolous."

At a sitting of the Full Court yesterday, when His Honour the Chief Justice (Sir Robert Stout) and their Honours Justices Williams, Edwards, Cooper, and Chapman were present, argument was heard relative to a caveat forbidding dealings with certain leases of portions of the Mokau-Mohakatino Block, aggregating over 44,000 acres.

Mr. Campbell appeared on behalf of the registered proprietors (Sarah Jane Lefroy and others); Mr. Myers for the District Land Registrar; Mr. Treadwell for Mr. Joshua Jones; Mr. Skerrett, K.C. (with him Mr. Tringham) for the purchaser (Mr. H. Lewis).

This was an application to the Court by the purchaser of leases of certain parts of the Mokau-Mohakatino Block, Hermann Lewis, of Wellington, to order the removal of a caveat lodged against the land by Mr. Joshua Jones. The facts of the case were, briefly, that in 1904 Jones commenced an action in the High Court in England against Messrs. Flower and Hopkinson (two English solicitors), claiming the sum of £433,000 for slander of title. It was alleged in the statement of claim in that action that plaintiff had acquired a lease for fifty-six years of 56,000 acres in the Mokau district at a low rental; that the land contained very valuable coal-measures; that he went to England to float a company to work the coal, and there became the client of Flower; that he had previously mortgaged his interest in New Zealand, and that the mortgagees under the mortgage put the property up for sale; that he agreed that they should buy the property and hold it in trust for him until the company could be floated; that the property was bought by Messrs. Flower and Hopkinson, who claimed it as their own, and refused to recognize plaintiff as having any interest in it, and that plaintiff was thereby prevented from forming a company or selling the land. Defendants denied the agreement, and alleged that they had bought the property for themselves. The action was compromised by the defendants agreeing to give Jones two years to purchase the property back, and if he could not purchase in that time it was agreed that the defendants should transfer the property to Jones on his giving them a mortgage to secure the sum of £18,000. Plaintiff could not purchase the land, and he therefore took a transfer of it, and gave a mortgage to secure £18,000. He also entered into an undertaking to lodge no further caveat against dealings with the land. In 1907 the executors of defendant Flower (who had died in the meantime) sold the land through the Registrar of the Supreme Court at New Plymouth, owing to default having been made in the payment of principal and interest. The executors became the purchasers themselves. Subsequently, the leases of parts of the property were purchased by Hermann Lewis. A caveat was, however, lodged by Jones to prevent dealings with the land, and it was in respect of this caveat that the application was now made to the Court.

The grounds on which it was contended that the order with reference to the caveat should be discharged were as follow:—

(1.) That the caveat was lodged by Jones in contempt of two orders dated the 27th July, 1904, and the 10th August, 1906, made in the action in the High Court of Justice in England.

(2.) That the caveat was lodged contrary to good faith and in breach of an undertaking by him dated the 16th November, 1906, pursuant to the above-mentioned orders not to lodge any caveat in respect of the leasehold lands or of the title to the Mokau property the subject of the action in which the orders were made.

(3.) That all matters in dispute between Joshua Jones and Flower and others were settled by the orders of the 27th July, 1904, and the 10th August, 1906, and the lodging of the caveat was an attempt to reopen the disputes.

(4.) That Jones by the orders in question (the orders having been acted upon by all parties) was estopped from lodging the caveat or bringing into litigation the matters settled or agreed to be settled by the orders.

(5.) That Jones, by his undertaking dated the 16th November, 1906, was estopped from lodging the caveat.

Mr. Treadwell, on behalf of Mr. Jones, advanced argument at considerable length in support of the contention that the caveat ought to be extended. In conclusion, he submitted that under all the circumstances the Court ought to consider the advisableness of extending the order, so as to give Jones an opportunity to bring on an action against Flower's executors for redemption of the mortgage.

The Court intimated that it did not consider it necessary to call on counsel for the other parties to deliver addresses. Their Honours then proceeded to deliver their judgments.

The Chief Justice said the Court was asked to extend a caveat that had been lodged against dealings in certain leases of land on the following grounds: (1.) That the caveator had suffered certain wrongs at the hands of Mr. Flower, who died in September, 1904—and these wrongs were founded on circumstances which occurred prior to the compromise of 1904. (2.) Assuming that certain transactions could not be reviewed, Jones still had the right to redeem a mortgage executed by him in 1906 to the executors of the deceased. With reference to the first part of the claim, his opinion was that if an action relative to the transactions which took place prior to 1906 had been brought on in the Supreme Court it would have been dismissed as being frivolous and without any merits. That being the position, the caveat could not be extended. Jones was estopped by the contract which he had made from raising the question of the transactions prior to 1904; he was debarred from going back on the contract. Seeing that he was prevented from going into transactions anterior to the compromise of 1904, Jones could therefore only apply to redeem under his mortgage of 1906. He was bound by his mortgage, and on the 10th December, 1906, he got notice of demand, and signed the document acknowledging the receipt of the demand. Jones knew that the executors were going to sell, and accordingly in due course they proceeded to do so. Under the New Zealand Property Act, if a mortgagee sold through the Registrar the sale was conclusive. He (His Honour) was not aware of any power to allow redemption in the case of such a sale unless it was alleged that there was some fraud or misconduct. In the present case no fraud or misconduct on the part of the executors was alleged, and in the absence of such fraud or misconduct the title could not be attacked. The Court should not extend the caveat.

Mr. Justice Williams took the same view. The Court could not go, he said, behind the mortgage to determine the rights of the parties. In order that a caveat might be extended there must be something which would lead the Court to believe that the person making the application had some chance of succeeding. Apart, therefore, from the proceedings which took place for redemption in England, he was perfectly satisfied that there was no ground for extending the caveat. The matter did not rest there, for a suit for redemption had been brought in England, and dismissed for want of prosecution. He was of opinion that the Court had some reason to complain about the way in which the affidavit of Jones was framed. From any point of view there was no reason why the caveat should be extended. The motion ought to be refused, for the only effect of allowing the caveat to be extended would be to encourage fruitless and perfectly unjustifiable litigation.

Mr. Justice Edwards was also of the same opinion. It was, he thought, idle to suggest that Jones could in the present or any other proceeding resort to any grievance or alleged grievance which took place or was alleged to have taken place prior to the execution of the mortgage in question or the subsequent agreement. The suggested action would be a frivolous one, and the Court could not encourage any such proceeding. He thought, therefore, that the caveat ought not to be extended.

Mr. Justice Cooper held that it would be hopeless to contend that the compromise in question could be reopened. Jones was, he said, under the impression that he had a grievance, and nothing that the Court could say would satisfy him that that was not the case. Whatever grievance he might have had was compromised in 1904. There had been no conduct on the part of Mr. Flower and subsequently by his executors which could raise any want of equity in them.

Mr. Justice Chapman thought that it would be very unfortunate if the Court were to do anything which would in any way reopen the matters settled by the compromise, which was made not only by consent and with the advice of eminent counsel, but acted on and confirmed by Jones when he took a title and indulgences pursuant to what was arrived at in the compromise, and gave a mortgage to Flower. He could imagine nothing more complete, solemn, and binding than the successive acts subsequent to the compromise. Was it really conceivable that, put at its best, Jones could make out a case for redeeming the property as against Mr. Flower's executors and the purchasers, or against the executors alone? In his opinion the answer must be in the negative, and therefore the caveat could not be extended.

The order was therefore discharged, and costs were allowed against Jones as follow: Fifteen guineas to the registered proprietors, fifteen guineas to the purchaser, and ten guineas to the District Land Registrar.

Mr. Treadwell, on behalf of Jones, asked for leave to appeal to the Privy Council, and for an order extending the caveat until the appeal was determined.

The Chief Justice: Can you give us an instance where an appeal has been allowed in a case which the Court has held to be frivolous?

Mr. Justice Edwards: You are asking us to prevent these people from dealing with their own properties for two years at least.

Counsel: My client is willing to submit to any terms which the Court might deem fit to stipulate. If necessary, we are willing to bring into Court within a month an amount sufficient to pay off the mortgage.

The Court refused the application.

I went to Sir Joseph Ward with Mr. Jennings, and Sir Joseph said, "I cannot interfere with the Court, Jones, but your proper course is to petition Parliament." In that connection I refer you to *Hansard* of the 26th August, 1908, for the Premier's reply.

The Chairman: Yes, I remember that.

Mr. Jones: He very kindly said to me after that that, whatever report might be brought up by the Committee, he would do all he could to further it. I have no doubt that he was honest, and I still think so. The Committee reported on the 7th October, 1908, Petition No. 50, Joshua Jones, "The Public Petitions Committee, to which was referred the petition, has the honour to report that it has given the subject-matter much consideration, and has taken a considerable amount of evidence thereon, and recommends that the Government should refer the case to a Royal Commission or other competent tribunal to inquire into its merits, and that, pending such investigation, steps should be taken to prevent further dealing with the land in question." Prior to this a motion had been brought forward in the Upper Chamber by Mr. McCardle to see if legislation could be introduced for my relief. He made a speech, and Dr. Findlay made a long speech condemning my action entirely, although he said subsequently that he never did. That was on the 21st August, 1908. He wound up his speech, after condemning me all through, by saying, "The Courts were open to those who wished to defend their property, and these had been invoked by Jones, who had been defeated, and it was unconstitutional to come to Parliament and ask it to interfere in a case of the kind. For that reason the motion should not be passed."

The Chairman: What was adopted?

Mr. Jones: Mr. McCardle withdrew his motion on the members saying, "Let the man have an inquiry," and the inquiry came before the Public Petitions Committee.

The Chairman: When the Committee reported, was the report adopted by the Council or thrown out?

Mr. Jones: Mr. Thomson moved that the petition should be agreed to, and referred to the Government for consideration. This was carried without discussion. That was on the 9th October, 1908. Now, sir, on the 7th October, immediately I heard that the Committee had reported, I went to Treadwell and said, "Ask Dr. Findlay to set up this Commission at once." Treadwell

said, "Have they brought up their report?" I said, "Yes—recommending the Government to institute an inquiry." He saw Dr. Findlay, and, as it was reported to me, Dr. Findlay there and then said, "No, the Government will not set up an inquiry."

The Chairman: This is only hearsay.

Mr. Jones: We will be careful of that a little further on.

The Chairman: We want to be careful. We do not want any hearsay evidence. We want any statement of facts you can make.

Mr. Jones: But he put forward terms claiming certain sums of money—in all, £19,000 was demanded on behalf of Hermann Lewis and Flower's executors—£5,000 for Hermann Lewis and £14,000 for Flower's executors. This sum of £5,000 was shortly increased to £11,000. This was the demand of Dr. Findlay to my solicitor. I was taken aback. I said, "What has Dr. Findlay got to do with Hermann Lewis?" He said, "Dr. Findlay tells me that his firm are the solicitors in this matter." When he had made the speech in the Legislative Council we did not know he was the solicitor or that his firm was the solicitor for Hermann Lewis. I said, "Do you mean to tell me that this gentleman as Minister refused the inquiry, and in the same breath put forward these terms?" He said, "Certainly."

The Chairman: Have you any proof of that statement? We want proof.

Mr. Okey: Excuse me, Mr. Jones, but I do not think you have connected Hermann Lewis with the property yet.

Mr. Jones: No, I have not addressed you on that question yet. However, referring to the other matter, I wrote a letter immediately after, on the 24th October, to Treadwell, and received a reply thereto, dated 29th October. I did not want any further information. The interests of Flower's executors and Findlay and Dalziell were put to me in the same document. The object of producing those letters is that Findlay said he had no communication with and had never represented Hermann Lewis. But he put forward the original terms at the first interview.

The Chairman: We have no evidence to that effect before us. We have only Treadwell's letter. Whatever Dr. Findlay stated in the subsequent letter does not apply now. We have nothing before us regarding the truthful nature of Treadwell's letter, but it is one that should be submitted to Dr. Findlay as to whether it is correct or not. It is an *ex parte* statement. We have nothing from Dr. Findlay in writing at all. We have only your solicitor's statement regarding what is supposed to have taken place between him and Dr. Findlay.

Mr. Jones: You have got Dr. Findlay's official statement that he never did refuse the inquiry.

The Chairman: Since this petition was before the House.

Mr. Jones: Quite so. He says so clearly: "I was never asked for an inquiry, and never refused it."

The Chairman: We note the point you wish to make. We will give Dr. Findlay any chance to combat any statement you have made. If any statement is made here he should have a chance to attend.

Mr. Jones (quoting): "I could not, have not, and will not attempt to defeat any appeal Mr. Jones has made or is making to Parliament." It is a speech on the 17th August, 1910, in the Legislative Council.

The Chairman: Your object is to show that Dr. Findlay made one statement to Treadwell, your solicitor, and another in the House.

Mr. Jones: He has done so. I bring these facts to the notice of the Committee, so that they can form their own opinion on them. But there is the fact that I never got the inquiry. Dr. Findlay was never approached again after giving that decided answer, but on the 22nd April the Premier granted me an interview in connection with a cablegram I had received from England offering to buy the property and build a harbour at Mokau. I received the cablegram on the 11th April, but Sir Joseph Ward was away at the time. But on the 22nd April I saw him with Treadwell. I said, "What is the reason that you will not grant me an inquiry?" He said, "I do not know. I expect we have forgotten it. We have overlooked the matter." Treadwell said, "Dr. Findlay told me we should never get an inquiry." Sir Joseph Ward replied, "That is not my view. I never said so. I promised Jones the inquiry, the Committee recommended it, and there is no reason why he should not have it." I put this on paper and submitted it to Treadwell, who said, "Yes, that is right. I cannot understand Dr. Findlay." The cablegram is from the brokers in the matter—some of the very best in London—Holland and Balfour. I showed it to Sir Joseph Ward, who said, "I will agree to it if they will build the harbour." I asked him for an extension of the leases, and he said, "I will telegraph to Carroll." I saw Mr. Carroll later, and he said that Sir Joseph Ward had told him to fix the thing up. I and Treadwell had an interview with him, and he said, "This is a good thing. I will agree to it. We will buy the freehold from the Natives, and we will give Jones a bit of land to live on. In fact," he said, "I will telegraph to Sir Joseph Ward to give Jones the letter"—that the Premier had promised subject to approval by Parliament. He telegraphed to Sir Joseph Ward to give me the letter, so that I could cable to England that it was all right. Meanwhile the King died, and whether the reply came I do not know. Sir Joseph Ward came back on a Monday. On Thursday Mr. Hine was in Wellington, and he said, "Come and see Mr. Carroll." He said, "I have seen Mr. Carroll, and made an appointment. Carroll said, 'Cabinet has had a meeting to-day, and decided not to carry out Jones's wishes. It shall go to a Royal Commission.'" That is what brought me to Sir Joseph Ward. The Premier told us he knew nothing of this refusal, yet Mr. Treadwell had been basing all his actions on Dr. Findlay's assurance that we should not get an inquiry. There is another point: Dr. Findlay states that "he never had any communication with Jones on any one's behalf." But he had plenty of communications with Jones's solicitors and his firm. He says, "Jones said he had threatened or procured an inquiry by the Chief Justice and Mr. Justice Palmer, and that their

behaviour suggested it was ridiculous." Now, what is Jones's evidence? About the 3rd November, 1908, I met the Hon. John Rigg, who presented my petition to the Council, and I showed him the terms that were being exacted from me. He said, "Are you sure those terms are right?" I said, "Come upstairs," and he asked Treadwell if those were the correct terms. Treadwell said, "Yes." Mr. Rigg said, "Where did you get them?" Treadwell said, "From Dr. Findlay." Afterwards Mr. Rigg said, "I will write to Dr. Findlay." I said, "No; write to the Premier. He is responsible, and Findlay is not." On the 5th November down comes Mr. Dalziell to Treadwell, and states, "Jones has been talking to Rigg, and Rigg has written to the Premier about this matter of our terms." He intimated that as the letter of the honourable gentleman did not disclose the benefits supposed to accrue to me under the draft agreement, the Government had decided to disregard the recommendation of the Legislative Council in so far as the Royal Commission was concerned, but would send the matter on to be dealt with by Sir Robert Stout's Native Commission. I wrote to Treadwell demurring to such action. My letter was dated the 7th November, 1908. At that time I was home at Mokau. I had forgotten all about this, but on the 12th May of last year I picked up an Auckland paper, in which it was stated that the Stout-Palmer Commission had reported on the matter. I was astounded that they should have reported, as I had heard nothing respecting the inquiry. It is all very well for the Commissioners to say, "Jones is out of Court," but another branch of the Legislature says he is not out of it, and recommends an inquiry. But the Commissioners examined Hermann Lewis's representative, Flower's representatives, the Native representatives, and I knew nothing about it. They reported on the 4th March, and I knew nothing about it until the 12th May. I immediately wrote to the Premier, pointing out that Sir Robert Stout, having sat as a Judge on the case, could not fairly be considered a competent tribunal as intended or recommended by the Committee, and that, he having been President of the Court of Appeal that prevented me from entering the action that the English Courts held to be maintainable, or to appeal to the Privy Council, he had been sitting again on his own decision. Sir Joseph Ward replied on the 26th May, "I am in receipt of your petition. I have noted the representations you make, and am giving the matter consideration. I have heard no more about it.

The Chairman: Have you got a copy of the report submitted by Sir Robert Stout?

Mr. Jones: Yes. I submit further that two honourable gentlemen presented me to the Premier on the 25th October, 1909, asking that he would remove this report from the table of the House, on the ground that I was given no opportunity to be present, and that Sir Robert Stout had previously presided over the Court of Appeal. I asked that the report should be withdrawn, and effect given to the recommendation of the Committee of the Legislative Council that a tribunal should be set up to consider the matter. Now, I submit that it was an injustice to me to set up this Stout-Palmer Commission and refuse me the one unanimously recommended by the Committee of the Upper Chamber. It is said at this moment that there is no power to set up a Royal Commission. Might I ask what power there was in this Commission to inquire into the matter. Every title in the North Island could be upset if you send Judges abroad to inquire into all Native-land transactions. The Legislature never intended that two clever lawyers should range the North Island and pull to pieces every Native title. They reported on the conditions to-day, not twenty-five years ago, when I took the matter up. The report is not worth the paper it is written on. The Premier said there is a difficulty about withdrawing the report of a Royal Commission. I went upstairs at once, and saw the Speaker, and asked him about it. He told the Clerk to hunt up, and there were two instances of Mr. Seddon withdrawing the reports of Royal Commissions. I believe that Sir Joseph Ward has been honest in this thing right through the piece; but that is what took place.

Mr. Okey: That report says that Jones had not got all the signatures to the land, but that was agreed upon, and Jones had a special Act giving him power over this land, although he had not got all the signatures, showing that he had the title to the land.

Mr. Jones: Sir Robert Stout condemns me unqualifiedly, but he would not dare to come outside and do it. Twenty-two years ago there was a Royal Commission to inquire into the same thing. They never found Jones guilty of dishonesty. I lay the report of that Commission before the Committee, and will read extracts from it. Colonel Roberts and Judge Davey, in dealing with the case, remarked, "In dealing with the case it should be taken into consideration that Mr. Jones originally entered into these negotiations with the sanction and encouragement of the Government of the day, as expressed in the letter of Mr. Sheehan on April 29, 1879, Appendix No. 43, and that his services at that time in assisting to open up the Mokau district were regarded as worthy of special acknowledgment. He has now been upwards of twelve years engaged in these negotiations, and has certainly, so far as we can see, done everything possible on his part to bring them to a successful termination. . . . Considering the exceptional nature and circumstances of the cases, the said Joshua Jones is, in our opinion, entitled to any assistance which the Legislature can accord, having regard to the just rights and interests of the Natives. Nor has there been any such dilatoriness on the part of the said Joshua Jones in prosecuting his negotiations as to disentitle him and those claiming through him to such assistance, but on account of the difficulty of the cases we consider that any suggestion as to the specific form such assistance should take must proceed from Mr. Jones himself or his legal advisers. . . . The said Joshua Jones has undoubtedly sustained serious loss and injury through inability to make good his title, but we are unable to form any pecuniary estimate thereof." Had there been anything wrong in the conduct of Joshua Jones, they would have found it out. There is nothing here said about such alleged conduct. They said I was entitled to compensation, but I did not want to trouble the colony. I said, "Give me a title, and I will not bother the colony." I did not get compensation. If there was no difficulty in getting that Commission, why is there a difficulty now? A caveat was lodged by Joshua Jones on the 2nd April, 1908,

and lapsed on the 23rd July after the Judges' order. On the 12th June, 1908, there was a sale from the executors to Hermann Lewis for £14,000. On the same date Hermann Lewis gave a mortgage for it, the consideration being £14,000. He never paid a penny. Now, you might say, "Where does Dr. Findlay come in?" On the date when this sale to Hermann Lewis took place with a mortgage back, there was a caveat lodged on the property, and not removed until the 23rd July, and in the interim this transaction took place. This was a most grave irregularity, that must be looked into.

The Chairman: Why was the caveat withdrawn?

Mr. Jones: The Judges ordered it. They said, "Kick the caveat out." A mortgage from Hermann Lewis to J. G. Findlay and F. G. Dalziell was lodged on the 2nd May, 1910. There was a subsequent mortgage to T. G. Macarthy of £25,271, subject to a mortgage of £14,000 to Flower's executors and £1,000 to Findlay and Dalziell.

The Chairman: Who gave the mortgage to Macarthy?

Mr. Jones: Hermann Lewis—for £25,271 8s. 2d.

Mr. Okey: What was the condition of Findlay's mortgage?

Mr. Jones: Payable on demand; power of sale immediately on default, without notice. T. G. Macarthy's, payable 13th February, 1910; interest 9 per cent., reducible to 7 per cent. The District Land Registrar, in reply to inquiry, says that this caveat was withdrawn by him, and he declines to give his reasons for so withdrawing it. On the 2nd May, the date these mortgages were registered, Mr. Bamford, the Registrar-General, went from Wellington to New Plymouth, and removed the caveat (not mine, but the one by the Native Land Court), and the first transaction on the date was Findlay and Dalziell's. And yet this gentleman says he has no interest in the property. I can only say that there is the document. With regard to what you may feel inclined to do in my case: I can come to either the Courts or Parliament. The Courts have kicked me out. When the Upper Chamber was good enough to give me a recommendation I did not get it. Supposing this Committee gives me some recommendation, the Government has the same power to ignore it and kick it out, as was done previously. It is only right, I submit, that some evidence should be taken to release me from this position.

Mr. Macdonald: What is the date of the Stout-Palmer Commission?

Mr. Jones: The 4th March, 1909.

Mr. Macdonald: That was an inquiry to see what was to be done with certain Native lands?

Mr. Jones: That was not for my benefit at all. That was another inquiry.

The Chairman: This Commission was given on behalf of the Natives. That was the object of it.

Mr. Macdonald: That is right.

Mr. Jones: That is not my contention. It was given to Sir Robert Stout, as indicated in the letter, after Dalziell came to Treadwell and said, "Jones has complained about the terms, and Rigg has complained to the Premier. Dr. Findlay will send it to Sir Robert Stout."

The Chairman: It seems to me that your complaint is that you had no chance of giving evidence before the inquiry, and that Sir Robert Stout had already adjudicated on the case. I understand that that is the position you take up.

Mr. Jones: Yes. And on the 13th May last, in one of the local papers, it is set out that it was decided to set up a Royal Commission of two Judges for the purpose of inquiring into Jones's case. I am not speaking disrespectfully of the Judges, but how is it humanly possible that a man can give a decision one way to-day, and in a few months give a contrary decision. What would you feel if Judges decided your case, and they were put again in some other form to keep on at it? I am quite sure that you would not submit to that without protest. I do not know that I can say any more. If I can assist you in any way by the production of any documents I shall be most happy to do so, and, whatever your recommendation may be, I hope it will be a just one.

The Chairman: Would any member like to ask any questions?

Mr. Newman: I understand that two Judges were appointed, Sir Robert Stout being one. Did you receive any notice?

Mr. Jones: None. That is my complaint.

Mr. Newman: You received no notice?

Mr. Jones: No. Yet I am on the 'phone and the telegraph, and mails are delivered twice a week.

Mr. Newman: Why was this Commission appointed?

Mr. Jones: I understand it was because I had complained of the enormous terms demanded from me. Dr. Findlay said, "As Jones has complained, and the Premier has heard of it through Rigg, I will send the matter to Sir Robert Stout."

Mr. Newman: Did your solicitor get notice?

Mr. Jones: No, not a living soul connected with me.

The Chairman: You will get a copy of this evidence for your correction. Meantime I do not know what the Committee will do, but there are a large number of names mentioned by you, especially those of Dr. Findlay and Sir Joseph Ward, and the Committee may consider it necessary to hear them in the case.

Mr. Jones: I should like to be present.

The Chairman: You will be given fair play. That is a matter for the Committee.

Mr. Jones: I believe Sir Joseph Ward and Mr. Carroll were anxious to have this thing settled up.

Mr. Jennings: Might I say that, knowing the whole of the circumstances, and having been connected with the matter, I should like to give evidence when the Committee goes into the matter again.

The Chairman (to Mr. Jones): This report we have received from the solicitors is really of no use to us?

Mr. Jones: You can gain nothing from it, and I have the duplicate.

At this stage the inquiry concluded for the day, Mr. Jones stating that he desired to put in further documents, and receiving an assurance from the Chairman that he would have an opportunity of doing so.

FRIDAY, 16TH SEPTEMBER, 1910.

(No. 2.)

The Chairman: I wish to inform the Committee that Mr. Joshua Jones now desires to withdraw his request that Sir Robert Stout and Mr. T. G. Macarthy should be called as witnesses. He does not now require their attendance. I understand that Mr. Jones desires to be represented by counsel before the Committee. We have never refused permission to counsel to attend before, but I think that it would be as well to ask Mr. Jones to state his reasons for making the request before we decide.

Mr. Jones was then admitted.

Mr. Jones: I ask leave to appear before the Committee by my counsel, Mr. Hindmarsh.

The Chairman: Why were you not represented by counsel before us at the first?

Mr. Jones: I cannot give a definite reason. I felt myself incompetent to appear before you even then.

The Chairman: Will you tell the Committee what you desire your solicitor to do more than you have done yourself already? Do you desire him to traverse the evidence?

Mr. Jones: If witnesses are coming he is much more competent to cross-examine them than I am.

The Chairman: It is for the Committee to say, but I will point out that it will be particularly awkward for your solicitor to traverse all the arguments that you have used. If Mr. Hindmarsh proposes to go over all that, you——

Mr. Hindmarsh (interrupting): I do not propose that at all, but I can probably save the time of the Committee.

The Chairman: I will ask you to retire while we discuss it.

At this stage Dr. Findlay entered the room, and Mr. Jones, with his solicitor, were recalled.

The Chairman (addressing Dr. Findlay): You have been asked to come here to give evidence on the case under consideration. The Committee does not want you to go into the legal aspect of the case at all, as we have all that from the Supreme Court. The only object that the Committee had in asking you to come was to give you an opportunity, if you desire, of answering any of the statements made by Mr. Jones in his evidence which refer to you or to your firm. We just wish to know whether you consider it necessary to comment on that evidence or not. The Committee has been asked, on behalf of Mr. Jones, to let Mr. Hindmarsh appear for him, but we left it until you came to see whether, in fairness to Mr. Jones, we should permit him to be represented. If you consider it necessary to make a lengthy statement, the Committee will have to decide whether Mr. Hindmarsh should appear.

Dr. Findlay: I have not had an opportunity of reading over this evidence, which was delivered to my office only a few minutes ago. I observe, however, that a number of reflections are made upon myself and upon my firm, these reflections involving no question of law, but rather of fact. Indeed, they involve questions of honour, and this I certainly desire to meet and to answer. I recognize that I have no right to submit to you any legal argument or comment of any kind. I have been quite unable, in the few moments allowed me to peruse this evidence, to gather what exactly has been stated, and am consequently unable to make a statement now upon it such as I am most certainly desirous of making to the Committee. These statements are serious, and I should have an opportunity of reading them carefully before making my answer.

The Chairman: That is to say, you are not ready to go on now?

Dr. Findlay: No. Urgent public business will call me from Wellington to-morrow, and I shall not be able to return until Thursday or Friday of next week. I therefore ask that I be not required to attend until, say, Friday.

The Chairman: The Committee must now decide what is the best thing to do. It is understood that Dr. Findlay will not touch the questions of law, but only of honour as affecting himself and his firm. Under the circumstances, shall we give Mr. Jones an opportunity of being represented by counsel? I am perfectly sure that the members of the Committee will safeguard Mr. Jones's interests properly.

Mr. Taylor: We have nothing to do with the legal aspects of the case. We must simply consider the prayer of the petition for leave to appear at the bar of the House.

The Chairman: Yes. It is for us to say whether on the evidence we can give him that permission.

Hon. Mr. T. Duncan: There should be very strong reasons given to warrant us giving him permission to take up half a day of the time of the House.

The Chairman: I should be very glad if the Committee would decide what is to be done.

Mr. Smith: I think, seeing that Dr. Findlay is going to make a statement, it would not be at all out of order that Mr. Jones should be represented by counsel. We should allow his solicitor to come here and hear what is said, and if we think we can allow questioning afterwards, well and good. I should prefer the solicitor to be here.

The Chairman: I cannot for the life of me see why he should be here.

Mr. Smith: I am inclined to think that there will be any amount of nasty things said.

The Chairman: If you mean that they will be said here, I can assure you that they will not.

Mr. Smith: Well, we should safeguard ourselves, anyway.

Hon. Mr. T. Duncan: We have started the case, and taken evidence which reflects on Dr. Findlay. He wishes to rebut that, and we have a right to hear him; but I think that when we go that distance it would be better to have a lawyer from the other man also.

Mr. Smith: I agree to that, and I will propose that Mr. Jones be allowed to be represented by counsel. I also suggest that we hear what Dr. Findlay has to say, and be guided by it as to what action the solicitor shall take later on.

The motion was carried without dissent.

The Chairman: This meeting will now adjourn until next Friday.

WEDNESDAY, 28TH SEPTEMBER, 1910.

Hon. Dr. FINDLAY made a statement and was examined. (No. 3.)

Mr. Jones asked permission to correct his evidence given at a previous sitting of the Committee, and to say that on the 13th April word was brought him that his case would be considered in Cabinet. The receipt of a cable from England brought him to see Sir Joseph Ward. On the 22nd April he saw Sir Joseph, who told him he had telegraphed to Mr. Carroll to come down from Gisborne.

Hon. Dr. Findlay: I shall confine myself to facts within my own knowledge, and to a reply to the reflections which have been made upon myself personally. My first connection with this matter arose in the Legislative Council on the 21st August, 1908, and I refer you to *Hansard* of that year, Vol. 144, page 279. That reference is my first answer to Mr. Jones's reflections upon myself. You will find on page 13—the bottom of the page—and on page 14 of the evidence you have taken some observations by Mr. Jones on what I said in the Council. He said, "Dr. Findlay made a long speech condemning my action entirely, although he said subsequently that he never did," and that "he wound up his speech, after condemning me all through, by saying that it was unconstitutional to come to Parliament and ask it to interfere in a case of the kind. For that reason the motion should not be passed." Now, in other parts of Mr. Jones's evidence he relied upon those observations to justify the statement that I blocked, or refused, or obstructed an inquiry, and, further, that my reason for obstructing the inquiry was one of a personal kind, and not one of public duty. I will reply in detail to the observations which have been made conveying these innuendoes. In making the speech referred to I was simply discharging a public duty—I was doing what I ought to do. You are aware that the case was tried in the Court of Appeal, and it was public property on the 21st August, 1908. The evidence given in the Court of Appeal and the decision of the Judges who sat in the case disclosed to me and anybody else reading the papers that this was a case in which a mortgagor owed a mortgagee £17,500, and the property was finally sold through the Registrar of the Supreme Court, and so the petitioner lost it. The sale was, beyond question, a regular sale by the Registrar of the Supreme Court. Mr. Jones came before the Court of Appeal, and the appeal was disposed of by the Judges. So, sir, when Mr. McCardle moved this motion, to the words of which I must draw your attention, I had in my mind the fact that this appeal to Parliament by the mortgagor was in reference to property which had been dealt with by a valid process of law; that this motion was therefore a direct attack upon property which the Court of Appeal had decided was validly acquired. This was the motion: "That, in view of the facts—(*a*) that Mr. Justice Parker, in England, intimated that in his opinion the High Court of Justice in England had no jurisdiction to entertain a suit for the redemption of the Mokau leaseholds, the property of Mr. Joshua Jones; (*b*) that the Court of Appeal of New Zealand has expressed a contrary opinion, refusing leave to appeal; and (*c*) of the grave injustice suffered by Mr. Jones in that connection—the Government should introduce legislation to give Mr. Jones relief." Now, both from the observations of the one who moved that motion, and from the motion itself, what was proposed was this: that the Government of this country should introduce legislation to invalidate a title that the highest Court in the country had declared was valid and properly acquired — that, in other words, the Parliament of New Zealand should be invoked to invade your property or anybody else's property after a Court of justice has given its decision. I had no knowledge of Mr. Jones at the time. I said I was opposed to any motion to interfere with and overrule the decisions of the Court of Appeal at the instance of every defeated mortgagor. I propose to weary you by reading the speech I delivered on the occasion. My first answer is to the suggestion that I blocked Mr. Jones's petition because of private reasons, and not because of public duty. The *Hansard* report of my speech on the Hon. Mr. McCardle's motion states, "The Hon. Dr. Findlay (Attorney-General) said the Council was probably entitled to ask that the Government should as early as possible give some expression of its intention in regard to this matter. The course was open to Mr. Jones to petition in the ordinary way, and have his case heard fully on that petition. He understood that some such step had been taken, but, if not, it was still open to Mr. Jones to have the rights or the wrongs of the matter fully investigated and ventilated, and some recommendation made regarding it by a Committee. On general principles, however, he thought it was an exceedingly unwise precedent for Parliament to step in in the way suggested, and interfere after the highest Court in the country had decided the legal rights of the parties. If once Parliament began to take the side of a defeated litigant—and a defeated litigant had always some justice on his side, or thought so—to restore to him the property he had lost, after the fullest investigation by a Court, they would require a special Parliament to attend to nothing else; and, speaking for himself—because this matter had

not been referred to the Government — he thought it would be an exceedingly dangerous thing indeed in such cases as the present one to start legislation to restore rights which the highest Court had decided had been lost, without fraud on any one's part, by Mr. Jones. While he should submit the matter to his colleagues, in deference to the motion, if it was passed, at the same time he wished honourable members to share with him the view that they should not encourage this kind of recourse to Parliament. Where rights had been defeated in some wholly unexpected or unfair way, they had some precedent for such recourse. It would take the Hon. Mr. McCardle himself, or any one else, more than a whole afternoon to even outline the history of this matter; and, if it were outlined, it would then be seen that Mr. Jones's claim was not as clear and plain as the Hon. Mr. McCardle thought it to be. Personally, he was opposed to Parliament interfering in cases of this kind. The Courts were open to those who wished to defend their property: these had been invoked by Mr. Jones; he had been defeated, and he (the Hon. Attorney-General) said that it was unconstitutional to come to Parliament and ask it to interfere in such a case as this." You will observe that that was a motion to ask the Government to introduce legislation to interfere with the decision of the Court of Appeal. It was not a motion in support of a petition to investigate the matter. That was the only occasion on which I ever said anything in Parliament on Mr. Jones's case. When the report in regard to a petition came up I did not oppose it in any way. So far as my place in Parliament is concerned, I have made no objection to Mr. Jones's petition. It was purely on constitutional grounds that I opposed the motion to deal with his case by legislation. You have had the case before Parliament of Captain Hamilton, and if you are going to yield to this request, any other defeated litigant has a right to be heard. Mr. Wilford, who is here, will tell you so. That is the first point I have to make. Now I come to the petition. This motion in the Council was followed by a petition, and that petition, or a similar one, you are now hearing. Now, I found out on the day the petition came before us that my partner had something to do for a client who is interested in this matter. On discovering this I at once retired from the Legislative Council Committee and took no part in its deliberations. A report was brought up, and what I want to say in self-defence is that that report makes no reference to my setting up an inquiry. That report asked the Government to appoint a Royal Commission to inquire into this matter. The granting of a Royal Commission does not lie in the hands of one Minister. If it is in the hands of any one Minister it is the Prime Minister, to whom all such recommendations go. That recommendation went to Cabinet. My point is that I gave no expression of opinion to my colleagues about it. I made no attempt to block it. I am charged with opposing, blocking, and obstructing this inquiry, but, as you see, I have had nothing to do with it. If any blame could be attached to any one, the Prime Minister would thus be the man to be blamed. Now, I want to say that Mr. Jones knew as well as I know, or any man in this room knows, that the instituting of a Royal Commission did not lie with me. His lawyer knew that. Mr. Jones knows perfectly well that a Royal Commission is set up by the Government, and not by the Attorney-General. On page 17 of Mr. Jones's evidence he says, "I received the cablegram on the 11th April, but Sir Joseph Ward was away at the time. But on the 22nd April I saw him with Treadwell. I said, 'What is the reason that you will not grant me an inquiry?' He said, 'I do not know. I expect we have forgotten it. We have overlooked the matter.' Treadwell said, 'Dr. Findlay told me we should never get an inquiry.' Sir Joseph Ward replied, 'That is not my view. I never said so. I promised Jones the inquiry, the Committee recommended it, and there is no reason why he should not have it.' I put this on paper and submitted it to Treadwell, who said, 'Yes, that is right. I cannot understand Dr. Findlay.'" Here is Jones's statement that he went to the Prime Minister and asked him, "What is the reason that you will not grant an inquiry?" Jones says I obstructed it. But the Prime Minister does not say so. He says, "I expect we have forgotten it." Is not that conclusive proof that Mr. Jones and his lawyer knew perfectly well that the matter had not been discussed before Cabinet, and that if any one was to blame, the Prime Minister admitted it was himself, and not the Attorney-General. The use which has been made of an interview with me is unfair, unmanly, and ungrateful. An application was made to me on a busy day in October, 1908, to see two lawyers—the one was Mr. Treadwell and the other my partner. The Committee's report on the matter was then before Cabinet. I was asked to see Mr. Treadwell and Mr. Dalziell. I saw both these lawyers. I should like to have an opportunity of cross-examining these lawyers as to what took place at the interview, because this interview has been used to reflect upon me seriously and professionally. I reminded them that the matter was before Cabinet. I told them that I would not advise the Cabinet to set up a Royal Commission, and that I did not think they would do it. I repeat that now. I claim that I was as free to arrive at a conclusion as any member of the Cabinet. I told these men to their faces that in my opinion there was no case in which such a Commission had been set up. Mr. Treadwell said that, with all respect to the Supreme Court, Mr. Jones objected to the Chief Justice or Justices Williams or Edwards sitting, and that the only Judge who would be satisfactory would be Mr. Justice Cooper. I pointed out to Mr. Treadwell that if a Commission were appointed his client could not dictate what Judges should sit. Mr. Treadwell replied that he did not share his client's view in this matter, but he thought that the Chief Justice should not sit. The ground I took was that I am opposed to setting up Commissions to reconsider cases decided by the Court of Appeal. I asked Mr. Treadwell, and I ask you, to consider what should be referred to this Commission. Is this Commission to try the question of Mr. Jones's title? Is it to try any legal question? I say "No." Then what is it to be set up to do? I do not think you will be able to see anything to refer to a Commission. What is a Commission to try? Not fraud. It is not alleged. I went over the facts with both my partner and Mr. Treadwell, and they could not say what purpose would be served by a Commission except obtaining suggestions for a settlement. Now, I just want to pass from this matter, and to say that never have I in any way endeavoured to block Mr. Jones's application to the Government. I want to make

that perfectly clear. Another's word is as good as Mr. Jones's until it is proved to be false. I say that never at any time in the history of this case have I attempted to block Mr. Jones's petition. Mr. Jones says I was a party to getting the Chief Justice and Judge Palmer to judge his case. A more ridiculous statement was never made. In the Native Land Settlement Act provision is made for a Commission of inquiry into the areas of Native land, and to decide what surplus is available for sale or lease to Europeans. Mr. Ngata was appointed to act with the Chief Justice, and on Mr. Ngata's retirement Judge Palmer took his place. The Commission made its usual inquiry under the Native Land Settlement Act. What was the result of it? The result of the Commission was no finding as between Jones and Mr. Lewis, who had purchased from the mortgagee. If you read the report of that Commission you will see that it suggests that Mr. Jones had not acquired a complete valid title from the Natives. The decision of the Court of Appeal was that Mr. Lewis had become the purchaser, and hence the Commission's report was an attack on Lewis's title. But Lewis only took what Jones had to give. The report of the Commission is one of a series of reports, and if you read it you will see that, while it reflects on Mr. Jones and the means by which he acquired his title, it reflects also on the title of Lewis, and suggests that it is no title at all. Mr. Jones complains of the fact that he was not called by that Commission. I want to say, sir, that Mr. Jones had no right to be called by that Commission. The Court of Appeal had decided that Mr. Jones had no more right to the land than you or I—that he was no more entitled to be heard than the man in the street. Surely the only people to call were people who could show that they had some legal claim to it. If Mr. Jones had been called, then any other person had just as much right to be called. Mr. Jones suggests that there was a conspiracy between myself and the Chief Justice and Judge Palmer to prevent him appearing before the Commission; but, as I have pointed out, the Commission had no right to call Mr. Jones. That was the reason, I infer, why he was not called. In fact, Lewis, whose title was attacked, was not, I believe, represented. But I am not concerned with the reflections upon the Chief Justice or upon Judge Palmer. I suppose their characters will stand, whatever may be said. In conclusion I wish to say a few words upon a more personal attack. It is suggested that I acted professionally for Mr. Lewis. I wish to say at once and unequivocally that I never acted as Mr. Lewis's solicitor. My partner has in years past acted and still does act for him. I want to make another point clear. Since I took office as a Minister of the Crown I have had no private practice. I have not attended my office, and I know nothing of the legal work that goes through that office. I mention that because you will see, in going through the evidence, how directly a charge in this connection has been made against me. I have had no private practice for four years, nor do I make any profits out of my office. I am made a small allowance; I get a small annuity whether I go to the office or not. I have no interest in nor any gain from the work that is done there. I want to make that clear. In this work done for Lewis I had no kind of profit whatever. One further point: Mr. Lewis bought this land and got his title from the Registrar. You know that the title of the Registrar is an indefeasible title. Mr. Lewis completed his legal title before he ever came near my office at all. It was in order to meet a threatened action by a Hawke's Bay syndicate that Mr. Lewis consulted my partner. The title had been completed before Mr. Dalziell had been consulted in reference to the proceedings of the syndicate. On pages 14 and 15 of the evidence there is another rather serious charge. For the purpose of involving me in actions with regard to Lewis's right to the land Mr. Jones says this: "He saw Dr. Findlay, and, as it was reported to me, Dr. Findlay there and then said, 'No, the Government will not set up an inquiry. . . . But he put forward terms claiming certain sums of money, in all £19,000, demanded on behalf of Hermann Lewis and Flower's executors—£5,000 for Hermann Lewis, and £14,000 for Flower's executors. This sum of £5,000 was shortly increased to £11,000. This was the demand of Dr. Findlay to my solicitor." I say that that statement is absolutely false. I never made a demand of any kind against Jones. I did not know what the financial sums were. Then Jones goes on to say, "I was taken aback. I said, 'What has Dr. Findlay got to do with Hermann Lewis? He said, 'Dr. Findlay tells me that his firm are the solicitors in this matter.' When he made the speech in the Legislative Council we did not know he was the solicitor, or that his firm was the solicitor, for Hermann Lewis. I said, 'Do you mean to tell me that this gentleman as Minister of the Crown refused the inquiry and in the same breath put forward these terms?' He said, 'Certainly.'" Now, I do not want to make reflections upon Mr. Jones. But I say these statements are absolutely and wholly false. I made no demand. I had no dealing with this matter at all. My hands are perfectly clean as a Minister of the Crown. There is one further charge of a grave character. The Registrar, Mr. Bamford, is a public servant with a spotless record. The charge made against him by Mr. Jones is that he acted at my instigation or through my influence to remove a caveat to allow a mortgage to be registered. It is alleged that a caveat was taken off this title in order that the mortgage might be registered. I understand that a question was put in the House by Mr. Okey in reference to this matter. This was the question: "(1) Whether he is aware that—in the face of the recommendation of the Select Committee of the Legislative Council, in 1908, that the Government should order inquiry into the circumstances connected with the Mokau-Mohakatino Block, and that pending that inquiry steps should be taken to prevent further dealings with the property—the Attorney-General refused to give effect to the recommendation; (2) whether, at the suggestion of the Chief Judge of the Native Land Court, the District Land Registrar of Taranaki did lodge a caveat against dealings with the property, and whether the Registrar-General, on the 2nd May, 1910, proceeded to New Plymouth, and, without judicial authority, ordered the removal of such caveat, notwithstanding that a protest had been lodged against such intended removal, upon the grounds that there had been fraud in the dealings that were not allowed to be investigated; (3) whether on the date of such removal of caveat by the Registrar-General, Hermann Lewis registered to the legal firm of Findlay, Dalziell, and Co. a mortgage over half the estate, an area of 26,705 acres, for £1,000, and Mr. T. G.

Macarthy a mortgage over 54,205 acres for £25,271 8s. 2d., thereby raising an alleged liability on the property of £14,000 to £40,271 8s. 2d.; and (4) whether he will cause inquiry to be made into the foregoing alleged transactions, and all transactions in connection with this property, since the 17th January, 1893, as recommended by the Select Committee above referred to?" That caveat was removed by the Registrar-General, and this mortgage, in which it is alleged I was interested, was registered. The charge is against Mr. Bamford as well as against me. No man who knows Mr. Bamford would think of making a charge against his honesty. Do you know that the caveat removed was one placed upon the register on the ground of alleged fraud by Mr. Jones? That meant that Jones got his title by fraud. The caveat was lodged to protect not Mr. Jones, but the Land Transfer Assurance Office Fund. You would imagine after reading the question put by Mr. Okey that the caveat was some protection to Mr. Jones, whereas it was a reflection upon Jones. The caveat was removed after the Registrar had been threatened with legal proceedings if he did not remove it. Neither I nor my partner had anything to do with the removal of that caveat. The removal of the caveat was brought about by an independent firm of solicitors, and we had no more to do with it than the man in the moon. With reference to the mortgage for £1,000 given to Mr. Lewis, I have no more interest in that mortgage than Mr. Jones. The mortgage was given, I believe, for money advanced by my partner and for work done by him. Now, it may be said, How does your name come to be in the mortgage? There were hundreds of such cases where partners' names appear in mortgage deeds although they have no interest at all in the mortgages. I have no more interest in this mortgage than the man in the moon. I know it looks to a layman as if I had some interest in it when my name appears in the mortgage. But, as I have said, there are dozens of similar cases. I knew nothing of the mortgage until these reflections arose. When the reflections arose I asked where I came in, and I was referred to this mortgage as if it branded me with some kind of crime, as if it clinched the matter and proved me guilty of disreputable conduct. It is an illustration of how a man might be put in a pillory without him knowing a single thing about it. I did not know the mortgage was taken, I have no interest whatever in it, and yet I am held up as if I were a scoundrel taking a thousand pounds from some gentleman to bribe a man like Mr. Bamford.

Mr. Fisher: If you had got the thousand pounds it would not be so bad.

The Hon. Dr. Findlay: No, and even if I had, it would have been perfectly proper. Mr. Jones asks, "If a Commission was set up in 1908, why not now?" It is pointed out that the Jones trouble has frequently become a scandal, not because of Lewis, but on account of the mortgagees in England, who have lent this money and cannot get it. Now, the Native Land Commission have reported to the Government that an area of over 50,000 acres of land, worth, Mr. Jones says, £100,000, has for twenty years been lying practically closed up, the owners only receiving £300 a year from it. The first duty of the Government was to try and settle this land. That was the idea they had in agreeing to set up this Commission: it was primarily to put a stop to this wretched waste, not to restore Mr. Jones's rights. By the Commission of Inquiry Act of 1908, and the decision in the Ohinemuri case, the hands of the Government were found to be tied. That is the reason why a Royal Commission cannot now be set up. In my judgment the Government should have power to set up such a Commission. I have great sympathy with Mr. Jones. He has lived a great many years; he is an old man; and I am sorry that at the end of a long life he should be in a state of worry about this property. He seems to think that I have been antagonistic to him. I will explain why I think he has been misled. Mr. Treadwell came to see me, and told me that Mr. Jones was a headstrong man, and would not follow his advice. He said certain proposals had been made between himself and my partner of which I knew nothing, that he had discussed them with Mr. Jones, and that he (Jones) would not agree with them. So my name was mentioned to Mr. Jones, who appears to have conceived the idea that I was coercing him into making a bargain. Treadwell came to me, and told me Jones had attacked my character, and that unless some arrangement was come to, Mr. Jones had told him I should be attacked in Parliament.

Mr. Jones: I never said so.

Hon. Dr. Findlay: That was told me. Think of Treadwell coming to a Minister and making such a threat if he had not heard it from Mr. Jones. I fancy, however, that my name was used for the purpose of coercing Jones. If so, I say Mr. Treadwell has not acted as a professional man should act to the Attorney-General. He should be called. I want to ask him a few questions if you should see fit to call him. I am generous enough to believe that Mr. Jones has been misled by some one in this matter. If Mr. Jones had come to me personally instead of sending a threat to me, I should have been ready and willing to give him any assistance. He had my sympathy, and he has it now. I had my duty to do, and I could not agree to the setting-up of a wrong precedent. It is not very nice to have my character assailed by a man I should have been glad to help. I should have been glad indeed to help this old man if he had given me a chance.

1. *Mr. Hindmarsh.*] Can you say how much of the £1,000 appertained to costs?—I cannot tell you anything about it.

2. It seems to me that the Committee should know. It is very difficult to see where law-costs could have been incurred. Can you explain why a lawyer would be required, except to give an opinion?—There was litigation between the Hawke's Bay syndicate and them.

3. Was a writ served?—I will not commit myself to any statement of fact. I believe writs have been issued.

4. By the Hawke's Bay syndicate?—Yes, I believe so. I understand them to say that Lewis has no title.

5. A special Act of Parliament confirms the title to Jones?—No, no. It gives him the right to acquire a title.

6. There is going to be a lawsuit over this matter?—I think there is.

7. You are Attorney-General and a member of the firm of Findlay, Dalziell, and Co., who are acting in defence of the title?—You say that I am a member of the firm.

8. You admit that the partnership is holding together?—I am out of it, except that I have a small sum annually. I refer you back to what I have said about partners making such arrangements as that.

9. I did not mean to reflect upon either of you. A most important part of the case is the interview with Treadwell. There is a letter from Mr. Jones to Treadwell, in which he says the terms of a settlement were discussed?—I have not seen it.

The following letter was put in:—

Wellington, 24th October, 1908.

DEAR SIRS,— Re *Mokau Lands Petition.*

As some form of agreement is about to be brought forward with a view of a settlement herein, it may be as well to commit to paper the circumstances attending such proposed agreement. Should reference thereto be required at any future time, the Select Committee, as Mr. Treadwell is aware, were unanimous in their reports, and the same was adopted on the 9th instant without dissent or discussion by the Legislative Council. Mr. Treadwell subsequently had personal interviews with the Hon. Dr. Findlay, M.L.C., Attorney-General, who represents the Government in the matter, and also in company with Mr. Dalziell (Dr. Findlay's business partner). I note by the documents that the firm of Findlay and Dalziell are solicitors for Mr. Hermann Lewis in this business, and are also acting in connection with Messrs. Travers and Campbell, solicitors for the executors of the late Wickham Flower in common interests.

It is stipulated, amongst other things, in the proposed agreement that the surface lands, excepting two small reserves for myself, shall be dealt with and sold in areas under the Maoriland laws, the fee-simple of the minerals to be awarded to me, and that after paying necessary costs of purchase of freehold, surveys, &c., the balance shall be devoted (1) either *in toto* to Hermann Lewis or in payment to him of £5,000 (altered to £11,000), at the discretion of the arbitrators to be nominated; (2) that £14,000, with interest, *shall* be paid to the executors of the said Wickham Flower. It must be noted that the moneys payable to Hermann Lewis, whether being the proceeds of the whole area, less the two reserves, or the mentioned said £5,000 (altered to £11,000), are not in return for value received, services performed, or the expenditure of any moneys in connection with this property, but for the simple and only reason that the executors have gone through a form of sale of the properties for no consideration to him—which sale he states to me is not enforceable—to answer some ends of their own. And it will be further noted with respect to the £14,000 that this has to be paid without my being allowed to enter *contra* accounts or claims.

I have strongly impressed upon Mr. Treadwell my objections to such terms, but, in reply, he informs me that his information is that unless I accept them the Government will do nothing in the form of giving effect to the unanimously adopted report of the Legislative Council's Select Committee (*vide* letter, Jones to Treadwell, 9/6/10); *therefore, if I have to submit, it will of necessity be under this compulsion.* It must be remembered that, as set forth in my petition, and fully proven before a Royal Commission in 1888, the Government and its officers were the primary cause of all my trouble. I further understand from Mr. Treadwell that the present Government does not intend to protect the property from further dealings, as recommended in the report.

Will you please reply as to whether the foregoing is a correct version, or am I under any misapprehension? It is quite true, as had been argued, according to the decision of the Appeal Court on the 20th July last I have no rights; but I do not accept that view, neither do I believe does the Parliament of this country. I hold that I have equitable rights that may be made valid.

Yours faithfully,

Messrs. Stafford and Treadwell. JOSHUA JONES.

10. There is also a letter from Mr. Treadwell to Mr. Jones?—I am not blaming Mr. Jones. I think he has made wrong inferences from some one else.

Mr. Hindmarsh put in the following letter:—

Panama Street, Wellington, 29th October, 1908.

DEAR SIR,— Re *Mokau Land Petition.*

With reference to your letter of the 24th instant, addressed to us, we cannot say that it quite correctly states what the position is; it would be better for us, therefore, to detail the facts in so far as they appear to be material, so that you can understand the present position.

As you say, the Select Committee reported, and the report was adopted by the Legislative Council, we believe, without discussion or dissent.

The writer several times saw the Attorney-General with reference to the matter, and a perfectly plain intimation was given to him by Dr. Findlay that the Government would not either appoint a Commission to deal with or investigate the allegations in the petition. The Government, of course, cannot prevent dealing with the land, but we had an intimation from Dr. Findlay before the end of the session that no legislation would be introduced.

Mr. Dalziell is acting for Mr. Hermann Lewis, and an agreement has been arrived at provisionally between the writer and him which your statement does not tally with. This agreement, of course, has not yet been completely approved by you, though we have understood from you from time to time that you will acquiesce in its terms. In order that you may quite appreciate what the position is, we enclose a copy of the draft (see note) which we have to-day sent to Messrs. Findlay, Dalziell, and Co. You will see that in some respects it does not accord with what you state in your letter.

We cannot, of course, say that it has been conveyed to us either by Dr. Findlay or Mr. Dalziell that these terms will be approved by the Crown, nor apparently is it necessary that they should—the matter is more one of private arrangement between you and the other parties in dispute than for the Crown; but the Attorney-General certainly told the writer that he had submitted a memorandum prepared some little time ago of suggested terms of settlement which are little different from those embodied in the draft to the Hon. Mr. Carroll, and that Mr. Carroll thought it was a fair arrangement in so far as the Natives were concerned. We have, of course, stated to you our opinion as to what the effect of not coming to some settlement is; but, of course, that is a matter of deduction from the circumstances, and not a matter of what has been put to us by Dr. Findlay or Mr. Dalziell. There is one other matter in your letter which is not correctly stated: that is, that Messrs. Travers, Campbell, and Peacock, solicitors for the executors of the late Wickham Flower, are acting with Messrs. Findlay, Dalziell, and Co. in common interests. We cannot see that that is the position. The interest of Mr. Lewis and the executors of the late Mr. Flower, while they are in both cases antagonistic to yours, may conflict, and undoubtedly in some respects they do conflict. We trust this letter is sufficient for your present purposes. If you require any further information, kindly let us hear from you. Yours truly,

Joshua Jones, Esq. STAFFORD AND TREADWELL.

NOTE.—The £5,000 in the draft agreement was increased to £11,000.

11. Mr. Jones says you made him an offer?—I made no offer at all. Treadwell and Dalziell came to me to try to get a Royal Commission.

12. They came together?—Yes. They saw me in my room in the Parliamentary Buildings.

13. It appears that at that time there were actual terms of settlement?—I dare say. I do not know. You do not suggest that I know what is going on at my office. I never go to my office.

14. Yes, I know that. It seems that Treadwell led Mr. Jones to believe that you were acquiescing in the terms?—That is so.

15. Mr. Treadwell should be called?—Yes. Mr. Treadwell could not stand upon his honour and say that I made any claim upon Jones.

16. In speaking in the Legislative Council on the 17th August you said Mr. Lewis had bought the title?—How bought?

17. That he had bought from the mortgagees?—I knew the title was given on the Registrar's sale.

18. A matter rankling in Mr. Jones's mind is the removal of the caveat?—Which caveat?

19. The caveat which you say was allowed by the Maoris?—No, it was put on by the Registrar at the instance of the Native Land Court Judge.

20. Are you aware that Mr. Jones asked that that caveat should not be removed?—No.

21. Evidently upon some action between your firm and the firm of Messrs. Travers, Campbell, and Peacock, it was removed?—I do not know that. It was not removed at our instance, and it was not for Jones's protection at all.

22. As soon as the caveat was removed they got the mortgage?—Yes.

23. *Mr. Fisher.*] About the removal of the caveat: Is it usual for the Registrar-General to go a long distance to attend to such matters?—No. He did not go, as suggested, at all.

24. Had you any connection with him prior to the removing of the caveat?—No connection of any kind.

25. Up to the time when the Registrar-General removed the caveat there was no connection between you?—I knew nothing about it.

26. You had no connection with the mortgage which contained your name?—No. My only share in the business is a small sum which I get whether there are any profits or not. It is largely for my own protection. I have no interest in any of the work done.

27. There is no private arrangement by which your income may be increased?—None whatever.

The Chairman asked Mr. Okey if he had any questions to put to Dr. Findlay.

Mr. Okey replied that he had no questions to put.

28. *Mr. Hindmarsh* (to witness).] Do you know anything about the details of these caveats?—Nothing at all.

29. Do you know whether in June Lewis registered any caveat?—I do not know anything about it.

Mr. Jennings said that personally he held very strong views upon the whole proceedings. He considered that the whole proceedings were very irregular in connection with Mr. Jones and Mr. Treadwell. He (Mr. Jennings) had presented a petition on Mr. Jones's behalf seven years ago.

Mr. Jones: I have only been here two years.

Mr. Jennings (continuing) said that when Mr. Jones came back the petition was presented. In this matter all sorts of statements had been made, detrimental to everybody concerned. Mr. Jones had received every consideration. He (Mr. Jennings) had assisted him in every way possible. He regretted the action Mr. Jones had taken. A great mistake had been made. In the interests of the public generally the question of the settlement of this great block of land was one of immense importance. He would be glad to answer any questions.

Mr. Fisher: Is it not your experience that when a man has had a grievance nursing for many years he takes a personal interest in it ever after?

Mr. Jennings: Yes.

Mr. Fisher: Do you not think that is the reason why we are in this position to-day?

Mr. Jennings: Yes.

The Chairman: That is a personal matter.

Mr. Hindmarsh: Shall we have an opportunity of cross-examining Mr. Treadwell and Mr. Dalziell?

The Chairman: Yes.

TUESDAY, 18TH OCTOBER, 1910.

EDWIN BAMFORD examined. (No. 4.)

1. *The Chairman.*] What is your position?—Registrar-General of Lands, Wellington.

2. *Mr. Hindmarsh.*] Do you know anything about a caveat which was put on the land at Mokau?—Do you mean a caveat lodged by the Registrar?

3. How many caveats have been lodged, and have you any notice in your papers as to what was done with regard to the caveats?—With regard to one caveat—that is all.

4. Who lodged that caveat?—The Assistant Registrar at New Plymouth.

5. When?—On the 18th February, 1909.

6. When was it removed?—I think it was about the 2nd May.

7. In what year?—1910.

8. Did you go to New Plymouth on the matter at all?—I did not.

9. Do you know what documents were registered about the time of its removal?—I have seen that two mortgages were registered.

10. Was the transfer registered?—No.

11. What were the mortgages?—There was one from Mr. Macarthy. I do not know anything about the mortgages. I was told of them.

12. What were you told—I suppose it is correct to ask you what you were told?—I was simply told that two mortgages were registered.

13. Was it on the day the caveat was removed?—That I cannot say.

14. To whom were the mortgages registered, and what were the amounts—do you know?—No, I have not the least idea.

15. You do not know anything about any other caveats?—I know in a general way that there were other caveats.

16. Do you know if any caveat was lodged in April, 1908?—No, I do not.

17. That is all the knowledge you have about it?—That is all.

18. Have you got a letter from Mr. Jones?—Yes, there is a letter.

19. Have you got it here?—Yes.

20. Will you read that to the Committee?—"Mokau, Taranaki, 19th December, 1909.—The District Land Transfer Registrar, New Plymouth.—Mokau-Mohakatino Lands.—SIR,—My solicitor, Mr. R. C. Hughes, informs me that you have, at the suggestion of the Chief Judge, Native Land Court, lodged caveat against further dealings with these lands by Hermann Lewis, the alleged purchaser (from Flower's executors), whose name appeared on the Provisional Register as owner of the same. Will you be pleased to warn me of any attempt that may be made to order or direct you to remove such caveat, in order that I may be examined in the matter. I make the request on the following grounds: (1.) That I was arbitrarily prevented from entering an action for redemption, &c., of these lands by the Dominion Court of Appeal on the 20th July, 1908, that the English Chancery Court held (and made an order) to be maintainable, wherein I could have proven that Lewis was only a *dummy*—not a *bona fide* purchaser. (2.) That I was refused leave by the Court to appeal to the Privy Council from its decision. (3.) That Flower's executors, who executed the transfer of the property to Lewis, were at the time trustees for me personally, in addition to and irrespective of being mortgagees of the property—which fact was known to Lewis; therefore their transfer of the property was an act done in fraud of me, and which I was not permitted by the Court to have investigated. (4.) That the matter of this alleged sale and transfer was investigated by a Select Committee of the Legislative Council on Petition No. 50 of 1908, presented by me subsequent to the decision of the Court of Appeal that refused me leave to prove the facts; and this Committee reported unanimously as follows: 'The Committee has given the subject-matter of the petition much consideration, and has taken a considerable amount of evidence thereon. The Committee recommends that the Government should refer the case to a Royal Commission or other competent tribunal for inquiry into its merits, and that pending the investigation by that body steps should be taken at once to prevent further dealings with the land in question.' (5.) That Hermann Lewis in person, and the said executors by their legal representatives, were heard before the said Committee. (6.) That Lewis admitted at the inquiry that his only claim to ownership of the property was the registration, that no money had been paid on the purchase, but that some money was available for payment as a deposit by other people when a good title could be obtained: he in effect admitted the dummyism. (7.) That the inquiry as recommended by the Legislative Council Committee has not been held, consequently giving me no opportunity of stating the facts. (8.) That Lewis has repeatedly offered me large sums of money to stand aside and allow a quiet title to be obtained, an unnecessary proceeding for an honest purchaser to adopt. Note 1: It may doubtless be contended in support of motion to compel the removal of caveat (as it was in the Court of Appeal) that I had in July, 1904, by a compromise in an action against Wickham Flower and others in the High Court in London, and by subsequent acts in 1906 ratifying that compromise, released the executors (Flower died in September, 1904, immediately after the compromise), who stood in Flower's shoes, from the trusteeship; but these executors and their solicitors dishonestly and intentionally violated the compromise of July, 1904, and the subsequent compact of 1906, thereby preventing me from carrying out my obligation, and this fact the Dominion Appeal Court prevented me producing evidence to prove. The caveat should not be removed until I have had the opportunity of being examined, either at the instance of the L.T. Registrar or by the competent tribunal recommended by the Legislative Council Committee. Note 2: A form of inquiry was made by the Stout Native Land Commission, but the law did not empower that Commission to inquire into such case. Again, Sir R. Stout could not be considered a 'competent tribunal,' for the reason that he was President of the Appeal Court from whose decision I was compelled to petition Parliament. Furthermore, I knew nothing of this so-called inquiry until two months after it

had taken place. It took place behind my back—*vide* Press notice attached.—I beg to remain, sir, Yours respectfully, JOSHUA JONES.—I am writing this from Wellington, but I expect to be at Mokau in a few days."

21. Were any transactions registered while the caveats were on this property?—Certainly not.

22. *Hon. Dr. Findlay.*] Has any influence from any quarter been brought to bear upon you to register or remove any deed in connection with this title?—Certainly not. I never had any communication either by word of mouth or letter from anybody directing me as to what I should do in this matter.

23. Then the suggestion that you went to New Plymouth and improperly had this caveat removed is untrue?—Yes, absolutely untrue. Might I show the correspondence with regard to the withdrawing of this caveat? I have all the correspondence here.

24. *The Chairman.*] Will you lay it on the table?—Yes.

25. *Hon. Dr. Findlay.*] Assuming the caveat remained, and these two mortgages had been lodged for registration, would any other document have been registered prior to these two mortgages if they had not been lodged prior?—I was not aware of anything of that kind.

26. I am asking you the question?—No.

27. Assuming that it was lodged for registration, would any other document be lodged prior to the registration?—Certainly not. They would be registered in the order in which they were lodged. Might I explain that I was not aware of that letter until after the caveat was removed. Mr. Jones himself told me that—the letter he directed to the Registrar at New Plymouth. The Registrar did not inform me of that letter, and I knew nothing about it until Mr. Jones called at my office and told me about it. Then I wrote up to see it.

28. *The Chairman.*] Then it could not be attended to because you had no chance to do so?—No.

29. *Hon. Mr. R. McKenzie.*] Was the caveat removed?—No, the letter was removed long ago—the 2nd May.

30. If you had received this letter before the caveat had been removed, would it have made any difference?—Certainly not. I would not have taken any notice of it.

31. *Mr. Fisher.*] You say you had no letter asking you to remove the caveat?—No.

32. Were you threatened with proceedings by Messrs. Travers, Campbell, and Peacock?—Yes. The Assistant Registrar at New Plymouth had been threatened with an action to remove the caveat, and wrote down for advice as to what he should do.

33. *The Chairman.*] I think it would save time to read the correspondence: "The Lands and Deeds Registry Office, New Plymouth, 31st December, 1909.—To the Registrar-General of Lands, Wellington.—*Re* Mokau Leases.—Early this year a Royal Commission sat to inquire into the Mokau transactions, and, acting on the suggestions of Chief Judge Palmer, a caveat was registered against the leases by the District Land Registrar on the grounds that 'there is a doubt as to the validity of such leases and mortgage.' The registered proprietor of the leases, by his solicitors, has now presented a memo. of mortgage for registration, and threatens to take proceedings unless the caveat is removed. The report of the Royal Commission has not reached this office, and I have to ask you what steps I am to take in the matter. I enclose copies of telegrams, &c.—A. STURTEVANT., Assistant Land Registrar." (Indorsement on back of memorandum:) "Assistant Land Registrar,—On the scanty information supplied I am unable to form any decided opinion. It seems, however, that the caveat was lodged in deference to the opinion of the Chief Justice (Sir Robert Stout), and the ground of caveat is that there is doubt as to the validity of the leases and mortgage. A mere doubt will be no answer to any summons that may be taken out. You should ascertain the finding of the Royal Commission, and be prepared to show in what respect the leases, &c., are invalid. I gather from Travers and Co.'s notice that Lewis is the registered proprietor of the leases, and if this is the case, and he has become registered without fraud, I do not see how you can successfully defend any summons even if the leases are invalid. The titles are in the Provincial Register, and so I think they should remain until matters have been cleared up. I shall not return to duty until the 15th January, so please ask Messrs. Travers and Co. to delay the matter until I return. I shall be glad to discuss the matter with them in Wellington.—EDWIN BAMFORD, Registrar, 6/1/10 (Auckland)." "New Plymouth, 27th April, 1910.—To the Registrar-General, Wellington.—*Re* Mokau-Mohakatino.—Herewith I enclose a letter written by you on the 17th January last expressing the opinion that caveat lodged by the District Land Registrar should be upheld, also a letter from Messrs. Travers and Co. to their agent in this town in which they state that I have been advised by you to withdraw the caveat unless I could specifically formulate grounds on which to uphold the caveat. Will you please state if I am to withdraw the caveat? The District Land Registrar is absent at present. Please return papers enclosed herewith.—A. STURTEVANT, Assistant Land Registrar." You indorse this memorandum, "D.L.R.,—When interviewed by Mr. Peacock I had not the letters before me, and was speaking from memory. On full consideration I think the caveat should be removed unless you have notice of any fraud on the part of the lessees or mortgagees. (See my memo., 6/1/10, with these papers.)—EDWIN BAMFORD, R.G.L." Are these the only letters that need be referred to?—Yes, that is all.

34. *Mr. Hindmarsh.*] When did Mr. Lewis get on the register?—I have not the remotest idea.

35. When did the transfers from Wickham Flower to Hermann Lewis take place?—The title would show that. I have not got it.

36. Mr. Jones is advised from New Plymouth that Hermann Lewis's transfer was registered while there was a caveat against the property, before the Court of Appeal case. Are you prepared to say that was impossible?

Mr. Treadwell: There was an application considered by the Court here when Mr. Jones was in England, and the Judges of the Court made an order for registration of the transfer to Mr. Lewis, and the mortgage was from Mr. Lewis to Mr. Flower's trustees. That is my recollection. I have not refreshed my memory recently, but I will ascertain that for the Committee.

37. *Hon. Mr. R. McKenzie.*] If you get an order from the Supreme Court to register a transfer, are you bound to do it?—Undoubtedly, with the order of the Court. I know in a general way that it was made, but I cannot remember the particulars.

CHARLES HERBERT TREADWELL examined. (No. 5.)

1. *Hon. Dr. Findlay.*] You are——?—A barrister and solicitor, in practice for twenty years and upwards.

2. I want you to tell the Committee, shortly, how Mr. Lewis's name appears on the Land Transfer Register as transferee of the Jones leases?—I do not quite understand what you want me to say.

3. I want you to tell the Committee, shortly, how Mr. Lewis became registered proprietor of Mr. Jones's leases at Mokau?—I have no personal knowledge at all. The only information I have as to the method by which Mr. Lewis became a transferee is derived from the register. I acted, of course, for Mr. Jones for very many years before he went to England, and when he came back he came to me again, and I took up his business for him. My recollection of the registration of the transfer to Mr. Lewis is this—I did not come here prepared for this branch of the case, but my recollection is this: The matter came before Mr. Justice Edwards and, I think, Mr. Justice Cooper, and an order was made for the registration of the transfer to Mr. Lewis and the mortgage by Mr. Lewis to Flower's trustees. I do not know the date, but it was some time during the period when Mr. Jones was in England. I could have looked it up if I had been asked, but I confined myself to the period for which I was asked to produce my diary entries. It was registered under an order. Of course, I may be wrong, but at the same time my recollection tells me that the caveat was to be continued so as to prevent the registration of any other dealings.

4. The whole will be shown by a copy of the register if Mr. Bamford supplies an exact copy of it, and you will see the dates?—Yes.

5. Do you recollect the first time you saw me with regard to Mr. Jones's business?—Yes.

6. Can you give me the date?—It was on the 30th July, 1908, according to my diary, which, no doubt, is correct.

7. Do you know where it was?—It was in your office—I think in the other building, but I am not certain about it.

8. Not my present Ministerial office?—When was the fire?

9. *The Chairman.*] 1906?—Then it would be certainly there. That was shortly after the motion with reference to the caveat had been dismissed by the full Court. That was in July, I think, at that time. At any rate the date on which I saw Dr. Findlay was the 30th July, and I saw him for the purpose of putting the position of Mr. Jones before him.

10. *Hon. Dr. Findlay.*] Do you know whether at that time my firm had anything whatever to do with Mr. Lewis's purchase?—Of course, I do not know.

11. Do you or do you not know whether it was the 3rd August before he consulted us?—No.

12. Do you know what passed on the 30th July?—I put before you a memorandum, of which this is a copy, which sets out the whole history of the Jones case. It sets out what in my opinion are the circumstances under which Mr. Jones had suffered great wrongs. The memorandum bears date in Mr. Jones's handwriting, and is dated the 23rd July, 1908. This is a draft corrected by me, with certain emendations by Mr. Jones.

13. Was that after the decision of the full Court?—Yes.

14. The effect of the decision of the full Court was that Mr. Jones had no title either in law or in equity?—The effect of the decision of the full Court was that they would not allow me to bring an action to show whether he had any title. The full Court thought that the matter ought not to be further litigated, and refused my application.

15. You were left without any legal rights?—Yes. I went to Dr. Findlay to ascertain whether I could get any assistance from the Government. This last paragraph seems to show what the object of this memorandum was: "22. In the circumstances it seems fair that Mr. Jones's position, brought about by no fault of his own, should be considered, and that Parliament should again exercise in Mr. Jones's favour the supreme power that it has to enable him to obtain justice. The law may be said to be against Mr. Jones in this matter, but unquestionably any inquiry into his position from an equitable point of view (an inquiry which Mr. Jones courts) will disclose the fact that he is a much ill-used man, who has now suffered for over twenty years from the improper actions of persons who ought to have protected his interests, and not set up adverse claims of their own. The report of the Royal Commission on Mr. Jones's transactions with the Maoris, &c., discloses the honourable nature of Mr. Jones's dealings with them." I received a letter from Dr. Findlay upon that matter dated 21st August, 1908, in which he says, "I have read and carefully considered the memorandum submitted by you in connection with this matter, which, as you know, fully sets out the history and present position of the litigation which has taken place. I regret to say, however, that the Government feel that it would be wholly contrary to precedent and constitutional rule, in such a case as this, to interfere with the rights of private parties as determined now by the Court of Appeal, by legislation. It is necessary to point out to you that such interference would establish a most dangerous precedent, apart from other considerations which arise from a perusal of the memorandum you have submitted to me. The Government therefore cannot see its way to accede to the request contained in your application."

16. Can you recall the next interview you had with me?—I have notes of the dates, but as to what took place at the interviews I cannot recollect.

17. Do you know whether at the next interview you came with Mr. Dalziell?—On the 8th October—that is the date which appears in my diary. The following is my diary entry: "Oct. 8,

Attending Mr. Dalziell, when he said he was acting for Mr. H. Lewis, and suggested that he was desirous of giving all facilities to have dispute settled and we should agree to land being sold by Maori Land Board. Conference with him and Attorney-General on matter."

18. Do you know whether you and he came to me at my office in the present Parliamentary Buildings and saw me?—Yes.

19. It has been stated that the recommendation of the Legislative Council in favour of the Government setting up a Commission was before that?—I think it was two or three days before.

20. That is the first occasion upon which you saw me in regard to the Legislative Council's recommendation?—That is my recollection.

21. Do you recollect whether you and Mr. Dalziell suggested that I should advise the Government to set up a Commission?—I might say that with reference to the conversation that took place at that interview my mind is a complete blank. I have no recollection whatever as to what took place. Since Mr. Jones told me I was to be called to give evidence here on this question I have been trying to charge my recollection of what took place at the interview, but I cannot remember anything more than that an interview took place—I believe, at my suggestion.

22. As a matter of fact, you rang me up and asked me to meet you?—I do not remember.

23. At any rate, you remember the interview, and that it was after the recommendation made by the Legislative Council for the Commission?—Yes.

24. When you saw me I suppose you were aware that it was a recommendation to the Government, and that the Government, and not the Attorney-General, had power to set up a Commission?—No doubt.

25. It has been set out right through that I refused to set up a Commission?—In any interview I had with you on the matter it was merely an interview between you and myself. I recognize that Dr. Findlay could not set up a Commission. Of course, it would be an absurdity.

26. It has been alleged by Mr. Jones that I acted in this matter in the interests of my firm and against his interests, in order to promote my personal profit. That is the charge made, I understand. I want to ask you whether, in any conversation with me, or dealing of any kind with me, you found anything to suggest that charge?—Nothing whatever. I told Mr. Jones, when he suggested this line of action of bringing forward this charge against Dr. Findlay, that I should not act for him if he persisted, because the charges were grossly improper, and no man's cause could be advanced by making charges that were unjustifiable. No respectable practitioner would bring charges of this character merely for the purpose of supporting a claim—at any rate, I refused to do it. As far as I am concerned, Dr. Findlay's conduct personally is quite free of blame. That is the conclusion I have come to, and I have no hesitation in saying so in the most straightforward way.

27. In any dealings or interviews you had with me, did I ever make any demands through you upon Mr. Jones?—Certainly not. I may state, in addition, in reference to the position, that in advising Mr. Jones it was perfectly clear to me that an inquiry was useless, that the matter had to be brought to a conclusion—if it was to be brought to a conclusion at all—by an arrangement. Mr. Dalziell and I had very many consultations and a long course of negotiations with reference to the matter from this time onwards. It does not matter to my mind one iota whether Dr. Findlay told me that we could not get a Commission or whether he did not tell me. The Commission, for the purpose of supporting Mr. Jones's case, was not worth that [snap of the fingers], and the only method by which his business could be arranged, as became shortly very evident, was an arrangement between us and the other side; and to further that end, with Mr. Jones's approval, I have only quite recently conducted negotiations with Mr. Dalziell on behalf of Mr. Lewis, the Hon. Mr. Carroll, and Sir Joseph Ward, in order to focus Mr. Jones's affairs so that some finality can be come to. I have here all my diary-entries for the period required. I have had a copy made of them, and can hand them in for the period from the 30th July, 1909, to the 30th November of the same year, and these are certified to by a clerk in my office as the only entries in the matter relating to that period.

28. *Mr. Hindmarsh.*] When did you first learn that Messrs. Findlay and Dalziell were acting for Mr. Lewis?—On the 8th October, when Mr. Dalziell called at my office.

29. Now, I just wish to say that I do not wish to make any imputations against Dr. Findlay whatsoever; but are you surprised that a man of Mr. Jones's temperament should have drawn certain conclusions in regard to Dr. Findlay?—I do not see why I should criticize Mr. Jones's character. Mr. Jones is a man I have known for a great many years. He is a man to whose business I have devoted a very large amount of time and attention, which I would not have done had I not thought he had a *bona fide* claim. But I cannot support a proper claim by making improper charges against members of the Government. I told Mr. Jones that there was nothing in them, and that he had no right to make them.

30. You wrote to Mr. Jones telling him that the writer had several times seen the Attorney-General in reference to this matter, and a perfectly plain intimation was given that the Government would not support the petition or investigate the allegations in the petition?—Yes; I say so in that letter. That was the impression on my mind when I wrote that letter—that the Government would not appoint a Commission.

31. Was any impression formed at the time of the interview between yourself, Mr. Dalziell, and Dr. Findlay?—How can I tell you? I saw them several times, but my recollection of what took place has passed entirely from my memory. I do not know whether you have the letter of Mr. Jones of the 24th October to my firm. The two letters should be read together.

The Chairman: Yes, we have them.

32. *Mr. Hindmarsh.*] Had you any conversation with anybody about the Stout Commission—with Mr. Dalziell—with regard to the barring of these letters?—I dare say I had.

33. Have you any entry of it in your diary?—I do not see anything in the period mentioned. I have not looked at my diary for the rest of the negotiations. The Chairman drew my attention to particular periods of time, and naturally I addressed my attention to that particular time.

34. *Hon. Mr. R. McKenzie.*] You stated that an order was made by Mr. Justice Edwards and Mr. Justice Cooper to register the transfer from Mr. Flower to Mr. Lewis?—I forget what the precise form of it was. The transfer that was ordered to be registered was not the transfer to Mr. Lewis. I made a mistake about that. The transfer ordered by Mr. Justice Edwards and Mr. Justice Cooper to be registered was a transfer between Mr. Jones and the executors. It was not Mr. Lewis's transfer, but an earlier transfer on the Register of Titles.

35. Evidently, after the transfer was registered you followed it up by bringing it to the Court of Appeal?—No; that was a different transaction. It was some time, I think, in 1906 or 1907, when Mr. Jones was Home. I was acting for him here, and steps were taken to clear up the title in the name of Mr. Flower's executors, and for that purpose an application was made to the Court, and an order was made for the registration of the transfer and mortgage.

36. From Mr. Flower's executors and Mr. Lewis?—No; Mr. Lewis only came into the transaction shortly before July, 1908, because Mr. Jones came back in the beginning of 1908, and I warned Mr. Lewis myself against purchasing.

37. From whom did he purchase?—Mr. Flower's executors. Those two legal phases were not in any way connected. The first time Mr. Lewis came before the Court was in 1908. This application before Mr. Justice Edwards and Mr. Justice Cooper, I think, was in 1907, and had reference, I think, to clearing the title by means of a transfer to Jones and a mortgage from Mr. Jones to the executors.

38. When Mr. Lewis came on the scene, did he get a transfer?—Mr. Lewis had a transfer that was registered in 1908.

39. Was that the transfer you appealed against?—It was not the Court of Appeal. It was a sitting of the full Court. Mr. Justice Edwards was in charge of that district, and he suggested that the matter should be referred to the full Court.

40. Was it brought before the Court of Appeal?—No; it was brought before the full Bench of the Supreme Court to settle the question of my right to bring an action to maintain Mr. Jones's rights—to continue the caveat that I might bring an action to maintain Mr. Jones's rights; but the full Bench held that we had no legal rights—our legal rights had gone, through what took place in England—and they would not give me an opportunity of bringing an action to test the question. The result of the decision was, as Dr. Findlay says, that I had no further legal remedy.

41. Did you intend to take this back to the Privy Council again?—The Privy Council is rather an expensive affair. I could not afford £1,500 to go to the Privy Council.

42. What money has been paid to you by Mr. Jones?—I have had no money at all.

43. I suppose money has had to be paid in connection with the Supreme Court?—Just a pound here and a pound there. I have no doubt that Mr. Jones, if he gets a satisfactory settlement, will settle up with me. I believe he has a good equitable and moral claim that ought to be settled.

44. How do the rights of the Natives stand in this matter?—That is rather a big story.

45. Do you know whether they have been paid any rents for their leases for many years?—I believe they have, but I have no proof of it.

46. If their rents have not been paid, have they not a legal right of re-entry?—That is a legal question. I think we could not determine that except by reference to the full Court.

47. Do you know whether the Maoris have received their rents for some years past?—I have no doubt they have. It is a question of the right of re-entry on a continuing breach. If the breach has been waived, the right of re-entry has gone.

Hon. Dr. Findlay (to the Chairman): I am here, as you know, to answer any personal imputations. Mr. Treadwell has stated that these imputations are wholly groundless, and if these personal imputations are withdrawn I do not think there is any need for me to remain here longer.

Mr. Hindmarsh: I wish to state that there was some excuse for Mr. Jones's conduct in this matter. Dr. Findlay in certain cases occupies a kind of ambiguous position, and Mr. Jones might have been warranted in what he did. But all that Dr. Findlay did and said was, I think, quite consistent with innocence, and, although his conduct might have been cavilled at, I do not suggest for one moment that Dr. Findlay has done anything dishonourable at all, either as a public man or as a lawyer.

The Chairman: I think you had better stay, Dr. Findlay, in case certain questions might require to be put.

Hon. Dr. Findlay: I do not want to be connected with the case one moment longer than I am personally required.

F. G. DALZIELL, Barrister and Solicitor, made a statement and was examined. (No. 6.)

Witness: It has been suggested that I was concerned in putting Mr. Lewis on the register as the owner of these leases. That is not so. My first interview with Mr. Lewis in reference to this matter took place on the 3rd August, 1908. Mr. Lewis then consulted me with reference to the difficulties which had arisen in connection with some Hawke's Bay sheep-farmers—namely, Mason Chambers, R. D. McLean, and Sir Francis Price. Mr. Lewis produced to me an agreement entered into between those gentlemen and himself for the sale of his interests in the Mokau leases. This agreement is dated 19th May, 1908, and under it these Hawke's Bay people agree to purchase Mr. Lewis's interests at a very considerable advance in price upon the amount that Mr. Lewis agreed to pay to Mr. Flower's executors. Mr. Lewis, at the time he entered into this agreement, was not on the register as the owner of the leases; but after entering into this agree-

ment he obtained from Mr. Flower's executors a transfer of the leases for the consideration of £14,000, and at the same time gave back to the executors a mortgage for the same amount. That transfer is dated 12th June, 1908, and it was registered on the 23rd July, 1908, I, of course, having nothing to do with the preparation or registration of that transfer. Shortly before he came to me these Hawke's Bay people had searched the title of the leases, and their solicitors had come to the conclusion that the title was not perfect—they did not suggest that it might not be good, but suggested that there was some doubt about it—and they refused to go on with the transaction. In reply to the suggestion made by Mr. Jones that Mr. Lewis was merely a dummy, I should like to say that the sum of £700 was paid in cash by the Hawke's Bay people to Mr. Lewis, and the sum of £4,300 was lodged with Messrs. Moorhouse and Hadfield, solicitors, in Wellington, on account of purchase-money. That sum of £4,300 has been lying in the hands of Messrs. Moorhouse and Hadfield ever since, because Mr. Flower's executors claim it from them, and also because the Hawke's Bay people claim it. Messrs. Travers, Russell, and Campbell acted for Mr. Lewis in this matter of the transfer, and the reason he came to me was on account of this doubt as to the title, and as they were acting also for Mr. Flower's executors he wanted some independent advice. Mr. Lewis wanted to force the Hawke's Bay people to buy. They had deposited this money with Messrs. Moorhouse and Hadfield, who had given an undertaking to Messrs. Travers, Russell, and Campbell that they would hold it for Mr. Flower's executors; so that there were three parties to a dispute, and I arranged with the other two parties—that is, Messrs Travers, Russell, and Campbell, and the Hawke's Bay people's solicitors (and all this will tend to show you the complications existing in this matter)—that matters should be allowed to stand as they were without prejudice to anybody's interest, in the hope that we might be able to make some arrangement with the Natives by which the land should be cut up and disposed of, and all parties get their moneys out of it. The first thing I did was to write—after looking into the matter, which took time—to the Native Minister. On the 29th September, 1908, I wrote to the Native Minister asking that the Native Commission—which then consisted of Sir Robert Stout and Mr. Ngata—should deal with the matter, and advise upon the question whether some arrangement which would be beneficial to the Natives could not be arrived at, so that the block could be sold, and both the Natives and the lessees be paid out. It, of course, was a matter of very great advantage to the Natives—we looked at it in that light, at any rate—to have the lands sold, because they had given the leases, which had yet some thirty years to go, for which they were receiving practically a nominal rental, and the lessees were prepared to give up something if they could get the matter disposed of immediately. Mr. Lewis had purchased it merely as a speculation, and did not want to occupy the place for thirty years. He preferred to sell it, and it occurred to me that it would suit the Natives as well as him to have it disposed of. On going into the matter with Mr. Carroll there seemed to be difficulties in the way that might require legislation, and, as the Committee of the Legislative Council had then heard Mr. Jones's petition, and made a recommendation upon it, in view of the probability that the Government would not, in view of this recommendation, care to interfere in the matter as between Mr. Jones and Mr. Lewis, I thought the quickest way out of the difficulty was to go to Mr. Treadwell, who I knew was acting for Mr. Jones. I saw him, as he says, on the 10th October, 1908—at any rate, it was about that date that I saw Mr. Treadwell first. Now, the attitude I have always taken up with reference to this matter is that it will suit Mr. Lewis to facilitate the fullest inquiry into Mr. Jones's claims. You see, to a lawyer it does not matter—in fact, it might be the best way out for Mr. Lewis—if Parliament interfered and took away his title, because he could then come down on the Assurance Fund and claim compensation, which would be a very substantial sum. At any rate, I have always taken up the attitude that we would help Mr. Jones—I have taken this attitude up with Mr. Treadwell—to obtain a Royal Commission, because we should the sooner be able to settle all these troubles between Mr. Flower's trustees, and the Hawke's Bay people, and Lewis. Mr. Treadwell has told you that he had an interview with Dr. Findlay. Before having that interview we drew up a form of agreement under which it was proposed that the difference between Mr. Jones and Mr. Lewis should be referred to a Commission, the members of the Commission to be agreed upon by the parties. Now, it was after drawing that agreement, and for the purpose of having it carried into effect, that I went with Mr. Treadwell to the interview with Dr. Findlay; but the conclusion we both came to was that it was improbable that the Government would appoint a Commission, and we then discussed the question of referring the matters in dispute to arbitration, and drew up another memorandum of agreement having the object of referring this question between Mr. Jones and Mr. Lewis to arbitration. However, that agreement was not completed, and the negotiations fell through. The parties could not agree to terms, and it was not gone on with. As these negotiations fell through, I again approached the Native Minister, and asked that the Native Commission, which was still sitting, should consider the matter, and make some recommendation as to what was best to be done in the interests of the Natives. Of course, you will understand that the Native Commission had no authority whatever to do anything except to make a recommendation in the matter, and their recommendation could only be carried into effect by legislation; also, of course, as Mr. Jones was not on the register, he had nothing whatever to do with the matter before the Commission, which could only be concerned with the registered owners of the leases. The result of that Commission was not very satisfactory to us—in fact, it was entirely unsatisfactory to us. Instead of making a recommendation that the Natives should be allowed to sell or lease, the Commission suggested that the Jones titles which Mr. Lewis had acquired were defective, and Chief Judge Palmer, who was a member of that Commission, suggested to the District Land Registrar at New Plymouth that a caveat should be lodged.

Hon. Mr. R. McKenzie: On behalf of the Natives?

Mr. Dalziell: On behalf of the Natives. Since then there have been many negotiations—I do not think I need enumerate them—between Mr. Treadwell and myself; but none of them have

resulted in anything definite: and I wrote to him just before the end of the last session stating plainly the limit my client was prepared to go; and he would not accept those terms; and since then nothing further has been done as between Mr. Jones and Mr. Lewis. When I was negotiating with Mr. Treadwell Mr. Lewis held these leases subject only to a mortgage of £14,000 and to this agreement with the Hawke's Bay people; but he also had other properties—he is a man who deals in a pretty large way with properties—and had borrowed from Mr. T. G. Macarthy a large sum of money—something like £27,000, I think—and the principal security Mr. Macarthy held was some suburban land at the Lower Hutt. Mr. Macarthy became restless about the securities he held for his money, and he told Mr. Lewis that he must give him a mortgage over his interest in the Mokau leases. Mr. Lewis told me of this, and I at once told him that I could not allow him to do so. I put it in this way: "Mr. Macarthy evidently thinks you are in a bad way, and if you give him a mortgage over these Mokau leases, any moneys you owe me, and any you may owe me if I go on with these transactions, will not be secured in any way, and I do not see my way to act for you if you give this mortgage to Mr. Macarthy." And accordingly he arranged with Mr. Macarthy that he should give me a mortgage in priority to Mr. Macarthy for the sum of £1,000 to cover any moneys I might advance to him or he might be owing me for costs, and also any moneys which he might owe me in future in connection with this matter. Mr. Lewis is a man who has large dealings in properties of different kinds. There had been a good deal of work done in connection with this matter, and moneys advanced, and, as I say, I was not going on with it unless he gave me this mortgage. He gave me the mortgage, and then he also gave Mr. Macarthy another mortgage to secure the balance owing to Mr. Macarthy—about £25,000. After these mortgages were given, Mr. Campbell—I did not want to bother about registering mine—of Messrs. Travers, Campbell, and Russell, came to me and said he thought it was very wrong to lodge this caveat, and he was not going to submit to the caveat being there. He wanted to register his mortgage, and accordingly he threatened—he told me he did—the Registrar that he would go to the Supreme Court and have the caveat removed unless the Registrar took it off. I understand the Registrar removed the caveat. Mr. Campbell also registered my mortgage, because he wanted to register his own, and undertook to register both at the same time. I had no communication whatever with either the District Land Registrar or the Registrar-General. With regard to the removal of that caveat, I thought I need not bother about it. I might explain how that mortgage came to be registered in the name of Dr. Findlay and myself. I just in the ordinary way instructed my conveyancing clerk to prepare a mortgage to cover a sum of £1,000, telling him what the moneys were. I did not tell him in whose name it was to be, and he simply prepared it in the ordinary way to the members of the firm; but, as a matter of fact, Dr. Findlay has no interest of any kind whatever in that money.

1. *Mr. Hindmarsh.*] Do you know that the transfer to Mr. Wickham Flower's trustees was registered?—No. I never thought it necessary to go into the relations between Mr. Lewis and Mr. Flower's trustees at all. I was satisfied that Mr. Lewis was the proprietor so far as Mr. Jones was concerned.

2. When Mr. Lewis saw you, his transfer had been registered?—Yes—23rd July.

3. It appears that on the 23rd July all the documents were registered, two mortgages and a transfer. That is not so. The transfer to Mr. Lewis had been registered some months before?—Yes. The next year the other mortgages were registered.

4. *Hon. Mr. R. McKenzie.*] You stated that there was some invalidity or flaw in the title?—The solicitors for the Hawke's Bay people and the Commission suggested a flaw.

5. If that ever existed in the title, it had also existed in Mr. Jones's original title?—It was the flaw in Mr. Jones's title that was the trouble.

6. Do you consider that Mr. Jones has any money interests in these leases now?—Absolutely none. Not only that, but Mr. Lewis's title is guaranteed by the Assurance Fund.

7. So that Mr. Jones's claim is a matter of equity, not a legal claim?—It is not a legal claim.

8. When Mr. Lewis's transfer was registered, Mr. Jones had no legal claim?—No. Mr. Skerrett, acting on behalf of the Natives, has made an alternative claim. He has made a claim against the Insurance Fund to the amount of £80,000. He claims either that the leases ought to be taken off the register, or the Natives ought to get paid this £80,000 out of the Insurance Fund, because Mr. Jones's leases are improperly registered. He admits also that if he puts the Natives on the register and puts Mr. Lewis off, Mr. Lewis in turn would have a claim against the Insurance Fund. So that the Insurance Fund seems to be rather in a position to be shot at.

9. Coming to these mortgages, there is a mortgage of £1,000 registered in the name of Findlay and Dalziell?—Yes.

10. Is that the usual practice with firms?—Yes. My relations with Dr. Findlay are not known to our conveyancing clerk, and he simply drew the mortgage in the ordinary way for the firm. I did not know, as a matter of fact, until the question arose, that the mortgage had been put in our two names.

11. Your firm has nothing to do with that mortgage by Mr. Lewis and Mr. Macarthy for £27,000?—Nothing whatever.

12. Nor to Mr. Lewis's mortgage for £14,000?—No.

13. Your interest is simply for £1,000 for legal expenses?—Yes, and legal disbursements.

14. Has Dr. Findlay any active part in your business now?—No; I wish he had. He is still a partner, but does not take an active part in the work.

15. So far as your practice is concerned, he takes no active part?—No.

16. Do you consider that Mr. Lewis is the only person now who has any legal interest in these leases?—Yes, and the mortgagees.

17. *The Chairman.*] I believe you stated that the proposal to set up the Commission was subsequent to your request that Sir Robert Stout and Mr. Ngata should go into the matter. I wanted

to know why the Commission was set up and asked to go into it. The petitioner stated that the Commission, consisting of the Chief Justice and Judge Palmer, was appointed to go into this matter, whereas you applied to have it dealt with by the former Commission. Your letter is dated a month and a half prior to the appointment of the new Commission?—Yes.

18. You stated that Mr. Jones had no standing, and therefore should not be before the Court?—No lawyer would think so.

19. Mr. Jones claims that, as a matter of equity, he should have been asked to attend, as every one else was there?—He had no legal standing whatever, because he was not on the register.

20. *Hon. Mr. R. McKenzie.*] How was this Commission set up?—It was set up by the Governor, to report generally on Native matters.

21. What was the scope of the Commission?—It was to report generally as to what should be done about unsettled Native lands.

22. Under the Governor's Commission they were asked to investigate this matter?—Yes.

23. Do you know whether the scope of the Commission was altered or varied in any way before this matter was inquired into?—In no way.

Mr. Treadwell: There was a second Commission set up, consisting of Sir Robert Stout and Chief Judge Palmer.

Mr. Dalziell: I have no idea of any alteration whatever.

Mr. Treadwell: I do not admit that the Commission had any right to make inquiries into this matter.

FRIDAY, 28TH OCTOBER, 1910.

Mr C. P. SKERRETT, K.C., made a statement and was examined. (No. 7.)

Witness: I shall be very brief, but desire to place as clearly as possible before the Committee the position the Natives take up in this matter. I may say—and I believe the Committee has so far agreed with me—that hitherto throughout these transactions the Natives have been regarded rather as a pawn, to be moved one way or the other at the instance of the other parties. In the past their interests have been flagrantly disregarded. I am not concerned in any dispute between Mr. Jones and Mr. Lewis—with that phase of the matter I do not propose to deal; but I am concerned with the fact that it would be in the highest degree unfair if the Natives were prejudiced in using their land to the very best advantage because of this dispute between Mr. Jones and Mr. Lewis, which will probably be settled when the last trumpet awakes the dead. That is the point I wish to make—that any dispute between Mr. Jones and Mr. Lewis should not prejudice the rights of my clients. The Committee is aware that there are a number of leases of the Mokau property. They may be divided into two classes: the first is the big lease of 30,000 acres; the second is the leases of the remaining part of the land, which is purely pastoral and timber country. I am referring to this only to mention two facts: the first is that the Natives claim as against Lewis that the leases are invalid; and, secondly, that there have been such breaches of the covenants of the leases as entitle the Natives now to re-enter and determine the leases. I am not aware of what knowledge the Committee possess, or if they have a general knowledge of the terms of the leases.

The Chairman: Yes.

Mr. Skerrett: You will remember that the lease of 1882—of the western part, containing 30,000 acres—contained these covenants on the part of Mr. Jones: Mr. Jones was to form a company with a capital of £30,000 to exploit the minerals and timber, and two of the lessors were to be directors of that company; and from the 1st July, 1884—two years after the lease—Mr. Jones or his company were to expend £3,000 per year in developing the mineral and timber resources, and the Natives, in addition to the small rent reserved to them, were to get 10 per cent. of the proceeds of the coal, after deducting expenses. I would point out to the Committee that there was never any attempt on the part of Mr. Jones to form a company or in any way comply with the terms of the covenant. It is said, and I believe truly—although I have not seen the document—that Mr. Jones procured an agreement from the Natives whereby, for an increased rent, they waived these covenants. I do not even know what the increase of rent was; I believe it was only small, and the agreement was signed by some, and not by all, of the lessors. The Natives are advised that the document does not bind them, and that they are now entitled to re-enter and determine the leases. I would point out that it is a monstrous position, looking at it from a fair standpoint, that these covenants of thirty years ago, whereby capital was to be found, should be surrendered without any inquiry before a Trust Commissioner, for some paltry consideration in the way of increased rent. I only mention this in order to lead up to the present position. We claim, besides the right of re-entry, that the lease of 1882 was wholly invalid. I do not suppose I need trouble you with the grounds of that claim, as it is a complicated matter; and we further claim that, if Mr. Lewis has a Land Transfer title, the Registrar-General is entitled to compensate us, because the lands have been brought under the Land Transfer Act. With regard to the rest of the leases, of the pastoral portions, I have advised the Natives that all these are bad leases, and that if Mr. Lewis has a lease under a Land Transfer title, they are entitled to compensation from the Assurance Fund, and I have given the necessary notice in all the cases. They have got to be brought within six years from 1904; and in one case I have issued a writ against the Assurance Fund claiming damages. You will see that, if not settled, this is going to involve great and costly litigation. There will be actions against Lewis to determine the lease, and, possibly, actions against the Assurance Fund to claim compensation. It therefore is a matter which in the interests of the Natives ought to be settled.

The Chairman: It would not matter who secured it, the other would claim?

Mr. Skerrett: That is so. Of course, it depends upon the accuracy of my information—that the Registrar for Taranaki improperly brought the land under the Land Transfer Act. In consequence, I have been in negotiation with Mr. Dalziell, who represents Mr. Lewis, and who has been in communication with the English mortgagees. As you are aware, the property is subject to mortgages of £40,000. After considerable negotiation, a proposal in this nature was made to myself—that Mr. Dalziell's clients should offer £25,000 for the interests of the Natives in the land, to be paid within three months from the time that we are able to enter into a valid contract. I have taken the responsibility of advising the Natives to accept that proposal in their own interests. I think the price, £25,000, is a fair one, having regard to the value of the land and the tremendous difficulties the position involves. There is one difficulty about the matter: It is not quite certain that Mr. Lewis will be able to finance the £25,000, but if he does not within the three months, then the parties will revert to their original position, and this agreement will be cancelled.

The Chairman: Then your Hawke's Bay friends will come to light again.

Mr. Skerrett: We have felt that there can be no objection to this from a public point of view. No doubt it is in the interests of the State that these lands should be cut up—it is in the interests of the public—and it occurred to us that there might be a difficulty in allowing one man to acquire so big a block of land. That we propose to provide for by putting into the Order in Council a condition that Mr. Lewis shall within three years subdivide and sell the land in accordance with the provisions of the Land Act, and shall not be entitled to call for any transfer of any part of the land from the Natives except in accordance with sales made pursuant to the statute. I understand from Mr. Dalziell that he is prepared to have that sale placed in the hands of some officer of the Lands Department, such as Mr. Kensington. That in a nutshell is the present position of the matter. I desire to say, speaking with a full feeling of responsibility, that this arrangement, if it can be carried out, is an extremely satisfactory one for my clients. It will avoid all the litigation and expense, and enable them to get their money—£25,000; and I submit that this Committee might recommend it even in the interests of the public, because, although Mr. Lewis will be able to acquire a large piece of land, it will be acquired under conditions which will force him to sell, and comply with the conditions of the Land Act.

The Chairman: That entirely ignores Mr. Jones's contention?

Mr. Skerrett: Undoubtedly. In this arrangement Mr. Jones has no part. I am prepared, as far as my clients are concerned, to deal with Mr. Lewis as the possessor of a Land Transfer title. That I am entitled to do, and no one except Parliament can prevent it. If this is to be settled in the interests of my clients, it has got to be settled at once. If not settled now, there will be a huge mass of litigation, which will involve a very large amount of expense. What I say in regard to Jones's claim is this: Supposing he has a claim—which is entirely denied by us—why should he not be permitted to attack any proceeds of sales which accrue to Mr. Lewis, in an ordinary action in a Court of law?

The Chairman: Would not that be kicking up against a dead wall?

Mr. Skerrett: Of course it would, but that would be only coming back to the conclusion which the Committee must come to—that Mr. Jones has no legal claim, and, I regret to say, no moral claim, for consideration. One regrets to have to say it, but one has got to do the right thing. I submit that the sole merit of his claim is his sincere belief in it himself, and the unwearying persistence with which it is pressed. Is the Committee to prevent this transaction going through merely out of sympathy for a man who honestly but mistakenly thinks he has a grievance. Parliament cannot grant relief if considerations of this kind are going to act. I have indicated the general character of the matter from our point of view, and I know the Committee has got work to do, but I shall be very glad to answer questions.

1. *Mr. Hindmarsh.*] Was the freehold sold for £25,000?—Yes, subject to the leases. That will give them the whole fee.

2. *Mr. Newman.*] I understand you dispute the right of Mr. Lewis to the Land Transfer title of his?—Yes.

3. You suggest that he should deal with the Natives?—Yes. I recommend that the Natives should deal with Lewis, because of the legal difficulties arising out of the claims of the Natives—that the leases are void, or that they are entitled to re-enter; and I believe that the price they are getting is a fair price.

4. It is a case of seeking to deal with a man whose title is in dispute?—That is the basis of every compromise. If there was not a doubt as to the validity of the leases which Mr. Lewis holds, and if there was not a doubt as to the right of re-entry—owing to the agreement I have mentioned—one would not make any compromise. The responsibility of advising the Natives is mine, and I have taken the responsibility upon myself.

5. *The Chairman.*] That would be subject to a special Act?—It might be done by Order in Council under the statute.

6. Are you sure?—Yes. It would undoubtedly be better if a special Act could be passed, but it can be done under the provisions of the Native Land Act, 1909, section 203, by the issue of an Order in Council pursuant to that section.

7. *Mr. Newman.*] I would like to ask is he also satisfied that he could compel Mr. Lewis to cut up this land under the provisions of the Land Act?—Yes, because it could be made a condition of the Order in Council. The statute authorizes the Minister by Order in Council to except certain sales from the conditions of the statute. The Order in Council should be so drawn that it would authorize sales by Lewis of these lands or by the Natives to Lewis, only in accordance with the limitations contained in the Land Act.

8. He would have to fix the price of the land?—No; he has got to put it on the market in three years. He can only get a title in accordance with the limitations of the Land Act.

9. *Hon. Mr. T. Duncan.*] Will there be any limit to the price? He may place a price on it that would leave it there?—That could not do him any good, because he cannot get any title—cannot mortgage it; because the only right he will get under the Order in Council will be the right to take conveyances to suit purchasers, within the limitations of the Land Act, 1909: he will have no right himself to mortgage. I do not suppose it is possible to put a limit on the price, because obviously he is paying £25,000; he is liable for £40,000 more, and wants to sell the land as an ordinary commercial transaction.

10. *Mr. Dillon.*] Where does Jones come in with you? You ignore his right entirely?—I must do that, because these people have a Land Transfer title; and are we to lose this advantageous offer of £25,000 because Jones and Lewis cannot agree upon their rights?

11. Could not some arrangement be come to for the benefit of Jones?—We shall not give Jones anything out of our £25,000. He has got no claim on us. Jones has no claim against the Natives, and it would be very unfair to us, if this arrangement, which is an advantageous one—that the Natives should be blocked from carrying it out because of the disputes between Jones and Lewis. Of course, the Chairman promptly put his finger on the weak point—on my suggestion that whatever advantages accrue to Lewis could be attacked in a Court of law. How is the matter going to be settled? Are the unfortunate Natives never to be able to get the full value of their land? I submit that some one must "grasp the nettle," and that the Committee should not allow my clients to be prejudiced by further delay.

12. *Mr. Macdonald.*] In your opinion, Mr. Lewis is a mortgagee, and the Natives are practically the sole owners of the land?—Yes.

13. *The Chairman.*] Has any suggestion been made as to the advisability of offering Mr. Jones some solatium?—I do not know what has been done.

Mr. Dalziell: Negotiations took place twelve months ago or more, in which various offers were made and not accepted. Since then Mr. Lewis has not been a free agent. The mortgagees have been coming on him for £25,000 since then, and Mr. Lewis has had no chance.

14. *The Chairman* (to Mr. Dalziell).] Was it fair for Mr. Macarthy to come in?—Unquestionably. What he said to Lewis was, "Pay me. If you do not, give me some more security."

15. And then he asked for a further mortgage, and he gave one for £25,000?—Yes.

16. The position is that after he lends a certain sum on certain security he asks a further security of £25,000?—The same amount.

17. That amounts to £25,000?—Yes.

18. There was no actual cash advanced by the mortgagees?—He said, "I do not want the actual cash: I want security."

19. *Mr. Hindmarsh.*] I should like to ask Mr. Skerrett, was it proposed to get any security from Lewis?—He has got to put the land in the market in three years.

Mr. Dalziell: I want to make it perfectly plain that Mr. Lewis's only object in negotiating was to bring things to a conclusion as speedily as possible. He has a claim either to the lease or against the Assurance Fund.

20. *The Chairman* (to Mr. Dalziell).] Would you be prepared to state the nature of some of the offers to Jones to cease?—It took various forms: it was partly cash, partly coal, and partly a subdivision of the profits. I do not remember the exact details, there were so many forms in which it was put, but on one occasion the offer was that the mortgagees should be paid, the Natives should be bought out, that Mr. Lewis should get £5,000 cash, and that the balance should go to whichever of the parties the arbitrators determined was entitled to it, as between Jones and Lewis.

21. In any of the offers made was it suggested that Mr. Jones had any legal right?—Two agreements were drawn up in which it was expressed that Jones made claims which Lewis refused to admit.

22. All of these offers were made, of course, subsequent to Lewis coming into the matter?—Yes.

23. (To witness).] You suggest, Mr. Skerrett, that the lease secured by Jones was not fairly secured from the Natives?—Yes.

24. But that Mr. Lewis could still buy the property notwithstanding that fact?—Because he has got a Land Transfer title, which we have got to upset.

25. Yet that same lease was purchased by Flower, and that was mortgaged to Lewis?—What would be sold by the Natives is the reversion upon the lease.

26. How long have they got to go?—Thirty years to go. What we sell is the reversion. We take the £25,000, and we are out of it "bag and baggage."

27. And the fee-simple will be owned by Lewis?—Yes, because he owns the reversion.

(No. 8.)

Mr. Hindmarsh: This address of Mr. Skerrett's has opened up new matter altogether. I think the Committee ought to know that Mr. Jones did attempt to form this company and work the minerals, but the Maoris prevented him.

The Chairman: You are now making a statement that Mr. Skerrett should hear.

Mr. Hindmarsh: I do not think so. Mr. Skerrett takes up the position that, whatever happens, the Maoris are right—that they can claim from the Assurance Fund or turn Lewis off the property. However, I would suggest to the Committee that they need not take that into consideration at all, except in so far that they must recognize that the country is vitally interested in the settlement of this case, and that it may be that the public will have to find some £30,000 or £40,000 to pay the Natives compensation out of the Assurance Fund.

The Chairman: Not if this is agreed to.

Mr. Hindmarsh: But that is all dependent upon Mr. Lewis financing the matter. If he cannot, what is the position? As Mr. Skerrett warns the Committee, if the matter is not soon settled, they must go to the Court. If it is held that this land was illegally brought under the

Land Transfer Act, or the title is invalid, then the Maoris would obtain compensation from the Assurance Fund—perhaps £40,000. Mr. Skerrett suggests an Act of State in this matter. It cannot be carried out without an Act of State; and I say that before an Act of State is passed you can very well insist upon Mr. Jones getting some justice in this matter.

Mr. Okey: I think Mr. Jones should be re-examined in regard to some new matter that has been introduced.

The Chairman: I want to know what the evidence is to be before I reopen it.

Mr. Hindmarsh: It is to correct existing evidence, and that the Committee should know what the Maoris did.

Mr. Okey: There has been a considerable amount of new matter brought into this, and I think that Mr. Jones has a right to be re-examined in regard to it. It was never intended when the petition was presented to Parliament that you should have before you the evidence heard to-day. The intention was that you should have the petitioner heard at the bar of the House, or that a Royal Commission should be set up. Now you have allowed the Natives to give evidence which is altogether away from the scope of the petition. I should like to say that the evidence heard here this morning is altogether away from the scope of the petition. As for the payment of £25,000, the Natives have offered to sell for £15,000, or 5s. 9d. per acre, and if you are going to advise the Government to carry out an arrangement made by Mr. Skerrett——

The Chairman: The Committee has already heard that evidence, and it is of no use complaining now; and it would be very unfair to complain, because Mr. Jones introduced so many matters that the other people desired to be heard, and they had a perfect right to be heard. If you were assailed by Mr. Jones, you would look upon it as a very unfair thing if you were not allowed to rebut that.

Mr. Okey: I would ask that Mr. Jones should be allowed to give fresh evidence to rebut what has been said.

The Chairman: If it is going to open up new matter, and to mean recalling all those people, I will not do it.

Mr. Hindmarsh: Do you not think that Mr. Jones has a right to be called in rebuttal? It is usual as a matter of law. If he can enlighten you further, I do not think it will take up any great time.

The Chairman: As long as you confine your attention to what has been done already.

Mr. Hindmarsh: We will not introduce new matter, but Mr. Jones feels that he can throw some light on one or two things that are rather obscure at the present time.

The Chairman: Examine him now as to what he has got to say.

Mr. Hindmarsh: He is going to make a statement in regard to Mr. Treadwell's evidence. He ought to be allowed to clear it up, because it is a reflection upon Mr. Jones's integrity.

The Chairman: I do not think I can allow that, and for this reason: that you were here when Mr. Treadwell gave his evidence, and so was Mr. Jones. That was your opportunity. You were asked if you had any questions to ask him, or if your client had. I cannot allow that now. It would be manifestly unfair to Mr. Treadwell, who is not here.

Mr. Hindmarsh: I did not want to ask Mr. Treadwell any more questions: I was satisfied with his evidence in a way .

The Chairman: You had a copy of the letter. I decline now to allow Mr. Jones to discuss what Mr. Treadwell said.

Mr. Jones: I understood that I always had the right to reply at the end of the other case?

The Chairman: You have not to-day. I am sorry that I cannot agree with you.

Mr. Hindmarsh: Mr. Jones, as you know, made certain statements in regard to the Attorney-General, and the Attorney-General came here and refuted them. Now, I may say that I do not think the Attorney-General said anything that he should not have said, but I do say that his conduct was open to another inference.

The Chairman: I cannot allow that statement to be made. You made that statement when Dr. Findlay was here, and the whole thing has been threshed out. You said you did not asperse his character.

Mr. Hindmarsh: And I say so now.

The Chairman: Why go over it again?

Mr. Hindmarsh: I want to explain why Mr. Jones should be excused. I do not want the Committee to be prejudiced against Mr. Jones, and say that he has made wild statements, and that they cannot accept anything he has said.

The Chairman: That is purely a matter for the Committee to determine.

Mr. Hindmarsh: I want to set up something in explanation of his making those statements.

The Chairman: I think that, having made the statement, there you must cease. The opportunity was also given you when Dr. Findlay was here, and you stated distinctly that you had not a word to say against his character, although you believed your client was justified in making the statements. Do not continue that line of argument.

Mr. Hindmarsh: I do not wish you to think I want to go back upon anything I said regarding Dr. Findlay.

The Chairman: You have only repeated what you had already said.

Mr. Hindmarsh: I repeat that I absolutely absolve Dr. Findlay from anything like wrong dealing in this matter.

The Chairman: Let it stop at that.

Mr. Hindmarsh: It is very difficult to know how to present this case. Would you let me refer to Mr. Treadwell's letter to show that Mr. Jones was misled by Mr. Treadwell in making some of those statements. He was Mr. Jones's solicitor, and informed him that certain facts were taking place.

The Chairman: It is purely one man's word against another's. Any signed statement must carry weight with the Committee. That is good, solid evidence, and we have that before us.

Mr. Hindmarsh: I do not know that it is worth my while going back to the history of this case—it goes right back many years; but I read something in the *Evening Post* which shows that Mr. Jones has been confronted with difficulties for many years. In 1888 Mr. Jones was confronted almost with the same difficulties as to-day. He, apparently, in the face of great difficulties, at a time when this part of the Dominion was much disturbed, had acquired some rights to this block. He had been opposed by a clique. He went to England, and was sold by his solicitor. As Mr. Treadwell said, the person who really ought to have protected him sold him. Mr. Jones returned to the Dominion, and sought to obtain redress in the Supreme Court. There the Court ruled against him. Then he comes to Parliament. I suggest that if this matter can be settled, it can be settled with justice to Mr. Jones. What recommendation has the Committee to make? That is the question. I submit that in any recommendation you make, Mr. Jones should receive favourable treatment. Everybody—even Mr. Skerrett—says that Mr. Jones is deserving of sympathy; although he says that his clients cannot afford to show practical sympathy. They are not asked to do so, because there is no quarrel between Mr. Jones and the Natives; but what we do say is that if the country is brought into this matter and is going to settle it, it should say, "We will only do it on terms, and one of these terms is that Mr. Jones shall receive favourable treatment." You are not altogether on new ground, because negotiations have been going on between the Government, Mr. Dalziell, and Mr. Treadwell, and certain recommendations were made. If the Committee were to obtain from the Premier or Dr. Findlay a copy of these proposals, there is no objection to this matter being settled on that basis by Act of Parliament. I think that that would be the best way out of the difficulty. On the other hand, this arrangement which allows Lewis to buy the land out for £25,000 may turn out all right, or it may not. The land will have to be roaded, and I do not know who is going to supply the money.

The Chairman: That is for them to say.

Mr. Hindmarsh: It would be too late. You see, the £25,000 must be paid over within a certain time to the Maoris. Who would do the roading afterwards? Supposing Mr. Lewis were to say, three months afterwards, "I cannot road it: I have no money"! The country will have to be safeguarded in some way. I say that before the Government comes to the assistance of Lewis, they can say, "Lewis, we expect you to do the proper thing, and to recognize Jones's rights. Jones told you that the lawyers who were selling to you were his trustees, and if you want our assistance you must do justice—you must come to us with clean hands." I would ask the Committee not to take seriously the mortgage of £25,000 to Macarthy. That was given to further complicate this matter, and to make the settlement more difficult. The question before the Committee is not a difficult one because the aid of the State is required in this matter. If the Natives and Lewis are going to fight it out in the law-courts, I dare say we shall be able to enter into some arrangement with them; but the aid of the State is required. The country requires settlement of this land—some 56,000 acres—and if the Government know what has been done, if they know of the conduct of Lewis, that he was fully warned that Jones had rights when he bought this property, and he now finds himself in a difficulty—I say that it is for the State to say to him, "You must come to us with clean hands." His solicitor has been actively negotiating with the Government for months and years past to get the Government to do something. If he said, "I am in an independent position; I have got an indefeasible title," it would be a different thing. But he has come over and over again to the Government for assistance, and now Mr. Skerrett has told you that he has been in communication with the Government in regard to the settlement of this dispute. I say that you can advise the Government to introduce a Bill to deal with this matter, or make some recommendation as to this Act of State being granted, on condition that Mr. Jones is recognized in the settlement.

The Chairman: Of course, the Committee can only decide on the prayer of the petition. Any other relief would cover most of the grounds.

Mr. Hindmarsh: Could I make a stronger argument to you than the words of Dr. Findlay when he said he thought Jones had been very badly treated, and that he would do what he could to assist him?

The Chairman: That is your responsibility if he said that. I do not remember him saying that exactly.

Mr. Hindmarsh: I do not know that I need go further than adopt the words of Dr. Findlay, who knows all about this case. Dr. Findlay said he had great sympathy with Jones, and that he would do all he could to assist him in this matter. I will just conclude with these words: that here you have a very old settler, a man who in troubled times went to the front in face of great difficulties, and secured this land, that he was publicly thanked by the Governor of the colony for what he had done, and that he was cheated out of his property by his solicitors in England—so cheated that they were fined something like £2,000 by the Disciplinary Committee of the Law Society, or by the Judge ultimately. He has been done out of this property not by Lewis—because he had been technically done out of the property at the time Lewis got a title to it. He is an old settler, and you have an opportunity now of redressing his wrongs to a certain extent, and I trust you will see that justice is done. His case was lost in the Supreme Court on a dry technicality—the facts were not gone into; and this is the only way he can get relief.

The Chairman: It would be only fair that I should read what Dr. Findlay said: "If Mr. Jones had come to me personally, instead of sending a threat to me, I should have been ready and willing to give him any assistance. He had my sympathy, and he has it now. I had my duty to do, and I could not agree to the setting-up of a wrong precedent. It is not very nice to have my character assailed by a man I should have been glad to help. I should have been glad indeed to help this old man if he had given me a chance."

Mr. Hindmarsh: That is practically what I said.

Mr. Okey: You object to Mr. Jones replying?

The Chairman: Yes; he had his chance when the witnesses were here.

Approximate Cost of Paper.—Preparation, not given; printing (1,400 copies), £16 17s. 6d.

By Authority: JOHN MACKAY, Government Printer, Wellington.—1910.

Price, 9d.]