

to London in search of capital to work the minerals; that prior to this date the particulars of the property had been sent by a Wellington solicitor, named W. L. Travers, to a London firm of solicitors, styled Flower and Nussey.

14. That on arrival in London in January, 1893, your petitioner disclosed his identity through the Agent-General, Sir Westby Perceval, to the firm of Flower and Nussey, the senior partner of whom, Wickham Flower, undertook the business I required of him—namely, to act as solicitor for me, and to find a sum of about £8,000 at once to clear liabilities on the estate in New Zealand, and to use his best endeavours to get a company formed to work the property, for which call or service he was to receive £1,050 bonus, and refund of the advances with interest; in addition to these his firm would receive the solicitorship to any company formed to work the estate. That the said Wickham Flower informed me that he knew full well the value of the property, having received the information from Travers, and he showed me a letter from that person, which I previously knew he possessed, stating that the property was worth from £70,000 to £80,000 as a speculation, if not more.

15. That the said Wickham Flower did not carry out his agreement with me, although he was well in a position to do so at that time; but at the eleventh hour he proposed another course—namely, that as the property was being sold by the mortgagee in New Zealand he would bid at the sale as my solicitor, and that if the property became knocked down to his bid he would give me a document undertaking to hand the same to me when a company could be formed or I could pay him his outlay. I pressed him to advance the money to me or let the bid be in my name. This he refused to do, and time did not permit of arrangements being made elsewhere, and the property was bought in through Travers in Flower's name for £7,652 on the 8th April, 1893. Travers thereupon threw my interests over and joined Flower in the proceedings for which he was held guilty in the London Courts.

16. That upon the purchase being made I requested Flower to give me the document undertaking to hand over the property he had promised before the sale to give, but he refused to do so, saying that he had purchased the property for himself and a banker named Hopkinson, who was finding portion of the money.

17. That finding myself in this position I laid the case before some London capitalists, who offered to find the money to pay Flower off and find the money. A Mr. Jersey Barnes, of Finsbury Circus, placed the money at my disposal, but Flower refused to accept it. He demanded £30,000. Other men in London offered to put up the money, but Flower would not accept what was due to him. In 1895 Mr. E. G. Jellicoe, who was in London, arranged with his bank to advance the money. He offered it personally and by letter, but Flower refused to accept it, demanding £30,000.

18. That in 1894 Flower and others sent a coal expert out from London to examine the 56,500 acres comprising the Mokau property. He was eleven days in the neighbourhood, including days of arrival and departure. He occupied seven days going to Totero and back by canoe, thus leaving two days for his examination, one of which he spent on the north bank, off the property. He did not go half a mile from the river, and on his return to London produced a report condemning the coal. The title there, however, was in dispute. It should here be stated that some of the parties who joined Flower in sending the expert out came to me after his return and offered me certain terms for the coal, which I declined to accept.

19. That in 1895 the West Australian Mining Company, of Winchester House, agreed to give me £200,000 in cash and shares for my interest in the property, and pay down £20,000 deposit as soon as I could give them a good title; but the report of the expert who was sent out to examine the property was by Flower's agency laid before the directors in an underhand manner, and so prevented the sale, as also did the dispute of title maintained by Flower, and also the fact of my being made bankrupt at the instigation of Travers and Flower.

20. That the correspondence betwixt Flower and Travers, when produced before the Incorporated Law Society in London, discloses a desire on the part of those persons to acquire the Mokau Estate for their own benefit by some easy process. In one letter by Travers to Flower he writes, "I hear that Jones has disposed of some of the titles in either New Plymouth or Sydney, and if he could be made bankrupt he could be made to disclose where the titles are." This being interpreted by your petitioner implies that if they could manage to get Jones into prison or unhorse him by some other means, they might easily acquire his estate; that Travers knew perfectly well the titles belonged to the mortgagee, and that I left the whole of them in his possession before I left New Zealand.

21. That Wickham Flower, by misrepresentation and false pretences, induced a Mr. Robert Colley to move in bankruptcy against your petitioner for a small sum of money due to him, and an order was made; but upon my solicitor, Sir George Lewis, laying the facts before the Registrar, he directed an immediate and unconditional discharge. The petitioning creditor supported the application by stating that he had been misled by Wickham Flower.

22. That after repeated applications made by your petitioner to the Incorporated Law Society for investigation into the conduct of this solicitor, Wickham Flower, and being refused, the then Attorney-General and Master of the Rolls, the present Lord Alverstone, at my request, made an order directing the society to hold the inquiry, which eventuated in Flower being held guilty by a Divisional Court of misfeasance, in that he possessed himself of the Mokau property as solicitor for me, and then fraudulently claimed to be absolute owner, and ordered to pay the whole of the costs of the inquiry by way of a fine—not as costs. That Flower then appealed to the Full Court, with the result that the decision was upheld, again with costs, one of their Lordships remarking that it was a matter of regret that the colonial solicitor, meaning Travers, was not in England, so that both could be dealt with together by another branch of the Court. That the effect of this judgment was to hold Flower, as being the solicitor, trustee of the Mokau property for me.