

concerned, but would send the matter on to be dealt with by Sir Robert Stout's Native Lands Commission. You also stated, I believe on Dalziell's *ipse dixit*, that the Hon. Mr. Rigg's writing to the Premier was only 'making use' of me in the endeavour to injure the Attorney-General, with whom he was not on friendly terms. You further directed me that I had now—as the Government would render no relief, consequent upon the said letter—better proceed to negotiate with Herrman Lewis (one of those interested in this extortion) as you could do nothing more in the premises. In reply, I say (1) I understood that the Committee intended that the inquiry by Royal Commission should be level-handed and not cumbered with any conditions for or against any side; but I was informed by Mr. Treadwell—who could not possibly have concocted the story—that the Government did not intend to adopt the report of the Committee, neither to appoint a Royal Commission or protect the property from being further dealt with; but that if I choose to agree to certain terms—dictated, I understand, by the Attorney-General, or the firm of Findlay and Dalziell, acting for Herrman Lewis, and in connection with Travers-Campbell for Flower's executors—involving the payment of £25,000, and possible loss of the proceeds of sale of 50,000 acres of surface land to the benefit of Herrman Lewis, the Government would facilitate matters, and I should receive the 'promise' of two small pieces of freehold (marked on plan), about a tenth part of the entire property, and 'promise' of freehold of the minerals on the whole block—quantity unknown. This arrangement came to nothing, and was terminated on 31st October last, when Dalziell informed you that Lewis wanted £11,000, and would not take the £5,000 stipulated. Mr. Rigg did not write to the Premier until last Tuesday; therefore he could not disclose the proposed 'benefits' in his letter of a business that had not consummated. Assuming, however, that the terms were in existence when Mr. Rigg wrote, how, I ask, does the inadvertence to state the 'benefits' justify the Attorney-General in now assuming a hostile attitude, with threats to my injury? (2.) The Premier in the Lower House and the Attorney-General in the Council (*Hansard*) replied to members, 'Let Mr. Jones come by petition and have his case investigated by the people's representatives.' Jones came by petition as directed, and now he is told by the very man who should hold the scales fairly that effect will not in any case be given to the report of the Committee, and extraordinary alternatives in the interests of clients of Findlay and Dalziell's were put before him by that firm. (3.) In sending the case to Sir Robert Stout, I have no doubt but what Dr. Findlay is fully aware that he was President of the Appeal Court in July last, and of all that transpired in the case of Herrman Lewis *v.* Jones. Yet the same Judge is selected in the form of a Commissioner to again adjudicate. (4.) The intimation that Mr. Rigg was 'making use' of me to damage Dr. Findlay by writing to the Premier is absolutely untrue. In justice to that gentleman I should state that in consequence of the demand made on you by Dalziell on 31st October—raising the claim from £19,000 to £25,000—I applied to Mr. Rigg, the presenter of my petition, to assist me in resenting such extortion. He willingly looked into the matter, and said he would write to the Attorney-General; but I took the liberty of suggesting that he write to the Premier as holding the more responsible position. This is exactly how it occurred. I do not believe that there was an iota of the feeling indicated by you in the mind of Mr. Rigg. His sole desire was to assist me in the quickest way possible. I do not hesitate to say that if Dr. Findlay had carried out, or indicated that he would carry out, the wishes of the Committee there would have been no need for me to trouble Mr. Rigg at all, and might have saved future possible complications.—Yours, &c., JOSHUA JONES.—P.S.—Herrman Lewis informed me that he and his friends engaged this firm of solicitors specially for this case. Doubtless they thought the game to be worth the candle.—J.J." Two days after the threat was conveyed to me that Sir Robert Stout was to be employed on that Commission, and yet I am told here that I must not bring these facts out.

*Hon. the Chairman:* You have not been told that. You have been told not to make a personal attack on the Judges.

*Witness:* I might attack that document line for line and show that every word was not true and not put there with honest intent. I say, further, it has done me no end of injury in Taranaki, where the Stout-Palmer report is constantly being thrown in my teeth. My character is as important to me as Sir Robert Stout's character is to him, and if it had not been good would Parliament in 1888 have given me a special statute? The dealings had all occurred before then, in the main. I was always very kind to the Natives, as they would tell you now, but they are nearly all dead. I only ask you to consider what you would feel like if your own character was slandered and you were put down as a scoundrel. Well, I entered this action in London.

4. *Hon. the Chairman.*] How was it set down?—"Jones *v.* Flower's Executors."

5. Was it not "Lefroy and Others"?—Yes, those are the executors. Well, in the Court these two documents I have asked you to take notice of were commented upon very strongly by Mr. Ashton, the counsel. I must ask the Committee to bear in mind that Mr. Flower put out a false report about the property and stopped me selling it to the West Australian Mining Company. At the compromise I feared that this might occur again, and my counsel advised me, and Mr. Duke on the other side and Mr. Justice Bingham agreed, that should this report again crop up and destroy the sale of the property the compact would be held void by the Court—that is, the compromise of the 27th July, 1904, would be held to be void. Mr. Justice Parker made an order that notwithstanding all that was said by the other side I was entitled to equity. They dwelt upon the New Zealand Land Transfer Act, but he said, "I know it very well. I shall make an order for him to have his trial, but I have very grave doubts about my jurisdiction. I think the jurisdiction is in New Zealand. You had better consider that, both of you." I am speaking of the action for redemption of November, 1907. I will put the order in. This is the report of the action before Mr. Justice Parker in 1907. This decision was cabled out to New Zealand, and appeared in the *Post* of the 2nd November, 1907: "London, 1st November.—In the Mokau Estate case the Judge refused to stay the action Jones *v.* the Executors of the late Mr. Flower,