

petition and ask the Government to issue an Order in Council to cut the ground from under my feet.

18. *Hon. Mr. George.*] How much rent had you to pay?—£225 per annum for the first half of the term, with rates and taxes, and for the last half of the term £450 for the lease, with rates and taxes.

19. And those rents were paid?—Yes. You must remember that these people did not want money. The Maniapoto owned three or four million acres of land in the King-country, and these Natives are the greatest owners there. As a matter of fact, seeing that they had made peace with Sir George Grey, the Natives wanted to give me this land, but Mr. Sheehan said, "You don't want to take their land." Although the Natives said to Mr. Sheehan and Sir George Grey, "We have plenty of land outside that," those gentlemen said even then it might be a matter of policy not to take it. "You have your lease." Here Mr. Skerrett advises that to get rid of the leases an Order in Council should be issued, and that has upset the whole thing so far as I am concerned. I submit that that was never intended by the Act. It says that if the Governor is so advised that it is in the public interest he may sanction the issue of an Order in Council. There was a question on the Order Paper in the House put by Mr. Okey only three weeks prior to the issue of the Order in Council. The Prime Minister replied that the matter was "now being discussed by Cabinet, and we will let the House know when we have come to a decision." But they did not let the House know. The House rose on the 3rd December, and on the 5th December this Order became sanctioned—two days after—and so members knew nothing about it. And great care was taken that I should know nothing about it. I saw Mr. Carroll, and Sir Joseph Ward shook hands with me two days after the session closed, but they never said anything about it. I knew nothing about the Order in Council until long after. The reason for keeping it dark was this: If I had known anything about it I should have gone direct to the Governor. I am a life member of a Board of which he is chairman, and I know his character well; a more upright man never lived, and he would never have sanctioned this. That is the reason why it was kept from me. [Exhibit PP put in.] I ought to say more about the Order in Council. This was issued on the 15th March, 1911, but not gazetted until the 30th March. It was very carefully kept out, you see. In the interim the fee-simple of this land passed. It has been held that operations under the Order in Council before it was gazetted would not be legal, but the transaction took place eight days before the Order in Council appeared in the *Gazette*. Still, that is a question for the lawyers again. It was not thrown open to the world—it was reserved to Herrman Lewis only, so it was evidently a compact between him and the Government.

20. *Mr. Mander.*] Do you consider that you had a legal right to this property when that Order in Council was issued?—I had an actionable right—I am contending that. What does your Native Minister say? He says the land might never have passed, and people made pots of money out of it, but for the Order in Council, which he contends was illegally issued. My rights were protected already. It is different having Herrman Lewis, who had not a shilling to jingle on a tombstone, and the purchasers. He was supposed to hold the lease, which had passed through the action of Travers and Campbell into his name for no consideration whatever. They are supposed to have sold the property for £14,000, but on the same day mortgaged it back for the same sum, and not a copper was paid. You will find by the evidence of Mr. Dalziel that the purchasers went to Flower's executors and said, "Here, you stick Herrman Lewis's name on the transfer and then we will deal." "Oh, yes." "But you pay the money to us, not to Lewis." So that he was only a dummy.

21. *Hon. the Chairman.*] What is the date of the Order in Council?—15th March, 1911. It was sanctioned by the Government on the 5th December, but Sir Joseph Ward and Dr. Findlay went to England in March and left the issuing of it to Mr. Carroll. But between the issuing and the gazetting the transaction was done. I will ask you to let me read a letter, and I will put it in: "8 Panama Street, Wellington, 10th January, 1908.—Herrman Lewis, Esq., Wellington.—Dear Sir,—*Re* Mokau property: We have been for some years acting for Mr. Joshua Jones in connection with this estate. We understand that an option has been granted to you from Messrs. Travers, Russell, and Campbell on behalf of the executors of the late Mr. Flower, by which they have given you the right to purchase the Mokau Estate. We desire to give you notice that Mr. Jones claims this property is still his. He has commenced an action on a writ dated the 18th November, 1907, claiming the right to redeem, and damages against Mr. Flower's executors, and we give you this notice in order that you may see what the position is as far as Mr. Jones is concerned, and so that you should not be able, should you complete, to plead notice of non-existence of Mr. Jones's interest. Mr. Jones is on his way to New Zealand in the 'Ruapehu,' and will arrive at the beginning of next month. If you care to see the statement of claim in the action we are prepared to show it to you.—Yours faithfully, STAFFORD AND TREADWELL." So there could be no innocent purchaser after that; the notice to him passes to every one else. Here is a note of mine at the back of the letter: "Treadwell had several interviews with Lewis and warned him verbally before the alleged purchase in 1908. Lewis also spoke to me before the alleged purchase, and I warned him of the position. Lewis gave evidence before the Legislative Council Committee in September, 1908, and in reply to the Chairman he said he had paid no money on the purchase. Asked by the Chairman when he proposed to pay for the property, he replied, 'When I can obtain a good title.' Lewis several times (after the purchase) urged me to make terms with him, and the last time he spoke to me he offered me £1,000 down to bind any bargain that might be come to. I replied that if he came near me again I would." [Exhibit QQ.]

22. *Hon. Mr. Anstey.*] Who was it offered you £1,000?—Herrman Lewis. I could not get away from him. I said, "Those persons who got the land are trustees for me." One of the Committee asked me about what funds I had received out of these enormous sums that have been