

30. You brought, in 1904, an action against Mr. Flower's executors?—That is so—not for the property, but for slander of title.

31. And, as a matter of fact, you know, I suppose, that slander of title is a legal method of establishing a title—that is the object of it?—That is so, sir.

32. That action was compromised?—Yes. The form of compromise was this—they threw it up. I did not go to them to compromise.

33. They offered to compromise?—Yes.

34. And it appeared to you and your counsel that if you went on with the action and succeeded the defendants were not worth powder and shot?—Yes.

35. And Sir John Lawson Walton was your counsel, and advised you to compromise?—Yes; they said, "If you get a verdict what is the good of going on; they have no means." There were three conditions in the compromise I objected to.

36. The first was that you objected to the tenancies created by Mr. Flower?—Yes, it was part of the order.

37. On that point the other side gave in—it was a compromise in the Judge's room, and the other side gave way?—Yes.

38. The second point you objected to was the land being under the Land Transfer Act, because you said it should have been under your special Act, and you gave in?—Yes; I was selling then, and it would not matter under which Act they registered.

39. The third point was that they might again circulate this damaging report?—That is so, and I stood on that, and they went to the Judge's room a second time. I could not trust Mr. Flower's executors, nor Mr. Travers in Wellington.

40. We need not worry about the tenancies effected by Flower's executors, because I do not think it affects the question now?—I do not agree with that. Supposing Parliament gives me a statute I shall oust every tenant on the property.

41. Now, according to you, the defendants agreed never again to circulate this damaging report?—Mr. Duke did on their behalf.

42. And they agreed that if the damaging report were circulated the whole compromise should become null and void?—Absolutely. They came back, and the Judge said that that went without saying. "If they damn you again the Court will give you relief and hold the compact void." Then I signed.

43. Assuming that to be the whole of the compact, again you were satisfied with your position—the whole thing was settled again?—That is so.

44. But you were not in quite as good a position as you were in 1888?—That is correct.

45. I want to go back to the compromise: I want to point out that the most essential part of that compact for the purpose of considering what subsequently happened is that part which says they are not to circulate the damaging report?—That is so.

46. I want to point out to you that that most important part of the compact is not included in the order which was drawn up as the result of the compromise?—No, I do not assume that it is, because Mr. Duke, Sir John Lawson Walton, and the Judge agreed to it as a question of law. The Judge said, "It goes without saying; they revert back to their present positions." You must understand that the contract was with Wickham Flower only, although it was for the defendants. He was the only holder of the legal estate, and he was trustee for me.

47. Was any note taken of this compact at all?—I do not think so. The jury were kept for an hour in the box while this was going on.

48. I am not taking up a hostile position in saying this, but there is a hurdle that you have to get over. You will agree that that is a most important part of the compact?—I agree with you, but I will show you that if that were not in it it would still be destroyed.

49. I do not say I do not agree with you, but I say you have the hurdle to get over that there was no record of this compact made?—The two barristers and the Judge held that that was a question of law.

50. I think you must be under a misapprehension as to its being a question of law. I made 1888 as a stopping-point because that reached finality. In 1904 you again reached finality, and had the compact not been broken you would now have nothing to say?—I should have sold out. I put the prospectus of the company in.

51. In 1904 your complaint was not against the Government, but against Mr. Flower's executors?—The Government had nothing to do with it then.

52. You say in 1904 Flower's executors again circulated this report?—That had been circulated eight years previously.

53. Do you know in what year it was circulated?—I think it was in 1907. I met a man in Bishopsgate Street who told me of it.

54. It is important, because in 1906 you signed these documents that you would not put anything in the way of the registration?—That is so.

55. So that if you knew anything of it in 1906 it would put a different complexion on it. I want you to remember what date it was—whether it was 1906 or 1907?—It was during the current year of the mortgage and the extension added for £500.

56. But you did not give the mortgage until 1906?—Yes.

57. At the time you signed the mortgage you did not know that the damaging report had been circulated?—No.

58. Had you signed these undertakings not to stand in the way of registration at the time you signed the mortgage or at the time of the extension?—I think it was about the time of the extension.

59. When you signed these documents did you know that these damaging reports had been circulated?—Certainly not. If I had I should immediately have gone to counsel about it. I