

for your family?—That is right. To show that this was *bona fide*, at the interview with Sir James Carroll he said, “Now, Treadwell, you write out a telegram for me to send to Sir Joseph Ward.” The bargain was complete.

96. *Hon. the Chairman.*] That closes your examination for the present?—I would like to put this in: The Stout-Palmer Commission made the same error as did Chief Judge Macdonald in 1887—namely, that of holding this property to be amenable to the general laws, instead of confining the questions relating to the title to the special statutes enacted respecting the property. In the case of Chief Judge Macdonald, the then Attorney-General, Sir Frederick Whittaker, made it clear (*Hansard*, 1888, p. 528–29) that when an Act of Parliament dealt with a particular case it could not be affected by the general laws. In the case of the Stout-Palmer Commission complete ignorance of this simple rule of law is exhibited, and other statutes are quoted as having a bearing; whereas the Mokau-Mohakatino Act, 1888, provides that, subject to the certificate of the Frauds Commissioner, such lease shall be good, valid, and effectual to the extent of the demise. This certificate is attached to the deeds.

97. That is a memo. by yourself?—Yes, sir. [Exhibit PPP.]

TUESDAY, 22ND OCTOBER, 1912.

CHARLES HERBERT TREADWELL SWORN and examined. (No. 10.)

1. *Mr. Statham.*] You acted for Mr. Jones, Mr. Treadwell?—Yes, I acted for Mr. Jones in the first instance, before he went to England.

2. What year would that be?—I forget the year.

3. Mr. Jones states he went to England in 1891 or 1892?—That is about the time. The late Mr. Travers was his regular solicitor, but I was doing what I could to help Mr. Jones.

4. Had you any communication with Mr. Flower during the time Mr. Jones was in England?—No, I never had any correspondence with Mr. Flower at all.

5. Or with Mr. Jones when in England?—I was in touch with Mr. Jones at intervals during the whole of his absence from New Zealand. I represented him here. I conducted several cases for him in the Supreme Court.

6. Then whom did Mr. Travers represent?—This was the position, as I understand it: Soon after Mr. Jones got to the Old Country he had disagreements with Mr. Travers, and I think he looked upon me as representing him in New Zealand at the time, and I did my best in the absence of specific instructions to protect his interests in every possible way.

7. Do you remember, approximately, the first occasion on which you had to act in order to protect his interests?—During the whole of the period we had correspondence between us. There were several applications made to the Court. I did not know that it was suggested I should give evidence on this point, or would have prepared for it. As I say, there were several occasions on which applications were made to the Court. On one occasion I commenced an action for him, and on another occasion I took some steps to protect the caveat that had been lodged.

8. The first sale by Mr. Flower was made on the 8th April, 1893, under his mortgage. Did you act for Mr. Jones at that time, when Mr. Travers bought in the property in Mr. Flower's name at New Plymouth?—If my memory could be refreshed about the matter I might be able to give some details, but I have no means, without looking up the records, to enable me to answer questions.

9. Do you remember the second sale in 1907?—Yes, I remember that sale. I think that was shortly before or after Mr. Jones came back.

10. Did you act for Mr. Jones then at all?—I took steps as far as I possibly could to protect his interests. What I did precisely at the moment I do not remember.

11. When Mr. Jones returned to New Zealand he consulted you, did he not?—He came to my office immediately after he came back, and he was in communication with me almost continuously until he and I had a disagreement.

12. You lodged a caveat on the property?—Yes, or Mr. Jones lodged a caveat. I remember being concerned in the preparation of the caveat.

13. Can you tell us what you know about the case since the time you lodged the caveat?—If I had been asked to work this matter up of course I could have done so. It involves an immense amount of investigation which I think I should hardly be asked to undertake. It means three or four days' work, and I do not feel disposed to do it. Mr. Bell asked me to look up the records of the proceedings before the Full Bench. I looked up the proceedings in reference to the caveat and the particular point which Mr. Bell asked me to do, and I can give the Committee information in reference to that question.

14. *Mr. Bell.*] Mr. Jones tells us that his principal reason for claiming redemption was that a compromise was made in 1904 with the executors providing that the property should be transferred back in Jones's name, and that unless Jones found the £17,500 he should give a mortgage to Flower's executors for that amount. Mr. Jones states that when this compromise was come to the terms agreed upon provided that the damaging report on the coal should never again be circulated. Now, when the question as to the caveat which Jones put on subsequently to the sale by the mortgagees came before the Court, Jones had to show the Court, in order to get it to allow him to keep the caveat on, that he had a reasonable cause of action for redemption. Is that the position?—Yes, that is what I understand the position to be.

15. The point that struck me, and I think other members of the Committee, is this: that when the Full Court was deciding this question each of the Judges said that no impropriety on the part of Flower's executors was alleged since the mortgage was given?—Well, I do not know