

whether the Judges say that or not; but I know this, that if they do say it the statement is incorrect.

16. The Chief Justice says—I am quoting the “Gazette Law Reports,” Volume xi, page 31—“In my opinion in this case Jones has estopped himself from relying on anything that took place before the agreement of December, 1906, and he does not allege any improper dealing by the mortgagees since that date.” Subsequent to the compromise Jones got an extension of time, and he signed a document saying that he would not ask for any further time to delay the registration?—That corresponds with what I know. I say that Mr. Jones was estopped in my notes.

17. The Chief Justice goes on to say, “That being so, an action for redemption would, in my opinion, be frivolous”?—This is what I took down at the time: “Stout, C.J.—Jones estopped from action. Nothing in title question. Jones has acted on registered title. Is the proceeding such that an action would be dismissed as frivolous? Estopped Bound by mortgage. Notice to pay off received. Property Act mortgagee becomes purchaser. Certificate cannot be assailed. Not accused of fraud. Suit in England dismissed would be an answer to equity. Judgment in England would prevent redemption.” It is a very short note. I do not know whether it will correspond with what you have got.

18. Mr. Justice Williams says, at page 32, “There is no suggestion at all of any irregularity or of anything done or omitted to be done by the mortgagees which ought not to have been done or ought not to have been omitted. The mortgagees therefore became the registered proprietors, and so, by virtue of section 55 of the Land Transfer Act, 1885, they have a title against the world if they have been guilty of no fraud. Fraud is not even suggested”?—That does not appear on my notes. The judgments were delivered orally, not written at all, on the termination of the argument. It is quite an unusual thing to report accurately judgments delivered unless they are written. Unless you get a shorthand note taken it is impossible.

19. Mr. Justice Edwards says, at page 34, “There is no suggestion of any impropriety on the part of Flower or of his executors subsequently to the order of the 27th of July, 1904”?—Yes.

20. Mr. Justice Cooper, at page 35, says, “I listened attentively to Mr. Treadwell’s argument, and he said everything that can be said in Jones’s favour, but I failed to discover in his argument any suggestion of any impropriety on the part of the executors”?—Well, it is on affidavit at any rate, and my notes for argument are exceedingly full. I evidently devoted a large amount of attention to the thing. Perhaps I had better give you the statement in reference to the question which appears on affidavit. There was an affidavit sworn by Jones on the 16th July, 1908, in Wellington. Paragraph 11 of that affidavit deals with the point which, I understand, you are trying to investigate. The paragraph, in so far as it is material, is to this effect: “The effect of the promulgation of the report of the said Mr. Wales in London was for many years, and indeed down to the present time, to prevent the sale of the property, and the following are the instances of the effect that that report had had: (a.) In 1896 I placed the property in the hands of Sir James Mackenzie, who was a company promoter, who took the venture to Scotland, and on coming back he reported to me that he had disclosed the terms of the report of this Mr. Wales, with the result that men of business to whom he introduced the venture refused to touch it. He said, ‘I told my friends that I did not believe the report, which I thought was a fraudulent one, but I found in spite of my recommendation I could not in face of the report form a company to purchase the estate.’ (b.) The above-mentioned instance, in which the effect of the promulgation of this report was to prevent the completion of the contract between me and the West Australian Mining Company. (c.) In 1907–8 a prospectus was prepared by Messrs. Doyle and Wright for the sale of the coal-measures on this property at a stipulated price of £50,000 in cash, £40,000 in fully-paid-up 5-per-cent. first-mortgage debentures, and 50,000 fully-paid ordinary shares in the company, and the said report of the said Mr. Wales came to the knowledge of one Seward engaged with the said Messrs. Doyle and Wright in the flotation of the said company, and the effect of the said report was then to prevent the flotation thereof.” Then paragraph 11 goes on to say, “There are many other instances in which the effect of this report has been to paralyse attempts to dispose of the said property. It was very often mentioned to me in the City of London as a factor that would prevent the sale of or any dealing with the property.” Paragraphs 12 and 13 go on to deal with the effect of the issue of this report by the man Wales: “12. The said Wickham Flower constantly asserted and reiterated by word of mouth and in writing that he was the real owner of the property and that I had no claim thereto, and I can produce many instances of such written statements of which the said above-mentioned letter of the 13th day of August, 1894, and the letter set out in paragraph 25 of this affidavit, are examples. 13. I say that the report of the said Mr. Wales was fraudulently issued by the said Wickham Flower for the purpose of damaging and preventing the sale thereof, and to enable him to purchase the property at a nominal price, and the constant assertion of his title to the property, as mentioned in the last paragraph hereof, was for the same purpose. The action of the said Wickham Flower has prevented me on many occasions from procuring the capital to pay off the amount which he claimed I was indebted to him and the said Charles Cæsar Hopkinson, and I was ultimately compelled by such action to execute the mortgage which I did execute, as mentioned in my affidavit, paragraph 10, sworn and filed in this matter. The said mortgage is the same mortgage as is mentioned in paragraph 14 of the affidavit of Robert Orr, sworn and filed in this matter.” That is the only statement that refers to the point as far as I can see. This is my brief, and I am quite prepared to leave it with the Committee for examination.

21. Will you leave us the notes of your argument?—How they can be of any use I cannot see. Of course, counsel often prepares notes for arguments which he does not use. I cannot now state what I put before the Court.