

22. You can say that this is the note you prepared for argument and you suppose you delivered it?—All I have in my notes in reference to that is, “Paragraphs 10, 11, 12, 13, 14—effect of promulgation of report.” That is a sort of thing I would not make notes of.

23. I gather from the affidavit and the notes of your brief that you probably relied on that point simply as an unconscionable act, not as a breach of one of the terms of the compromise?—It would be apparent that, whether expressed or not, there would certainly—both in law and in common-sense—be implied an obligation on the part of one of the parties to the compromise that he would not do anything to prevent the other party carrying out that compromise.

24. It appears that it was relied upon on that ground rather than on the ground that there was an express undertaking?—There does not appear to have been any other. So far as I know there is nothing in writing to that effect. It is not quite fair to ask me these questions, because this compromise was effected in the Old Country, and I cannot be asked to speak as to what took place there. I am quite certain I would put it here on the ground that there would be an implied obligation in any such compromise not to prevent the other party to the compromise carrying out his part of the bargain. That is probably what I did put.

25. *Mr. Jones.*] That is exactly what the barristers said in England—that it was a matter of law?—Of course, I had not the advantage of hearing them.

26. *Mr. Statham.*] I understood you to say that in some affidavit before the Full Court the circulation of these reports was alleged?—That is the second affidavit of Mr. Jones in the proceedings of the Court here. It is in paragraph 11, which I have just read.

27. That statement must have been brought before the notice of the Judges?—This brief is an exact replica of the papers they had. It was a Full Bench proceeding, and Travers and Co. started to print some of the proceedings, but I made my matter up in typewriting. That is my recollection of it. No doubt that accounts for the somewhat unusual form of the case.

28. *Hon. Mr. Anstey.*] Did you ever see a copy of this compromise that was arranged in England?—Do you mean the Court order?

29. The order for the delay of the sale of the property for two years, extended for six months. There was a compromise: did you ever see the terms of that compromise?—I have not got that here, but I know something of the position. I must have seen it. I knew the whole business and had every detail in my hands. But this is only one out of a multitude of cases I conduct, and I cannot be expected to keep it in mind.

30. Do you know whether there was anything said in it about a bad report?—There must have been. The matter of law is as I have stated above—it is elementary that it should be so.

31. *Hon. the Chairman.*] Was this letter of the 22nd June, 1910, sent to Mr. Jones by your firm [letter produced and handed to witness]?—I should say, subject to the emendations and alterations, it would come from my office.

*Hon. the Chairman:* Those marks were made in the Printing Office. (To Mr. Jones:) From whom did you get this letter?

*Mr. Jones:* From Mr. Treadwell. It is a typewritten copy.

*Witness:* Yes, I remember this was my scheme for the settlement of the difficulty. I have no doubt this is a copy of the letter I wrote.

32. *Mr. Jones.*] Do you remember seeing Sir Joseph Ward in his office with myself and with that letter?—I remember seeing Sir Joseph Ward with you, but I do not remember whether this letter was in my hands or not. In fact, the evidence in the letter shows it was not, because it refers to a former interview.

33. Do you remember the cable from London?—I remember a cable from London in which you were offered a considerable sum of money if they could deal with the minerals.

34. And to build a harbour?—Yes.

35. That is the cable I refer to. You will remember that when the cable was shown to Sir Joseph Ward you did not show him the amount of money I was to get?—I remember showing it without showing the amount mentioned in the telegram.

36. Did he not agree to the suggestion that he should purchase this Mokau Estate fee-simple, apart from the leases, and did we not all understand that the property could be obtained for £15,000 or thereabouts?—Do you ask me to say that Sir Joseph Ward made a definite agreement that he would purchase the property?

37. That he would purchase the estate and then give me my leases?—I did not understand that to be the position. Sir Joseph Ward was in favour of the proposition that the Native interests should be acquired. He was prepared to recommend that course, as I understand; but that there was any bargain in reference to the matter is stretching the position. I could not say that, and I do not think it is the case.

38. Do you remember him telling us that he was going to Invercargill, that he had sent a telegram to bring Mr. Carroll down from Gisborne, and that we were to lay the same scheme before him?—I have some indefinite recollection of the sort. I believe I did send a copy of this letter to Sir James Carroll, and I think he wrote me a private note in reference to the matter.

39. That is a different thing altogether?—I am quite willing to give you any assistance I can consistent with what is honourable and straightforward.

40. When Sir James Carroll came from Gisborne do you remember him saying to us, “I saw Sir Joseph Ward before he went away and agreed to the terms that Sir Joseph Ward suggested”?—No, I do not. I remember numerous interviews. I remember that Sir James Carroll approved of the purchase from the Natives at a price of £15,000, or something over it. That was my arrangement with him, but the stumbling-block throughout the whole position was the acquisition of the leases, because of the fact that they would have to be taken compulsorily and the Government did not wish to face a compensation suit for the purpose of ascertaining the price.