

ARTHUR VICKERS STURTEVANT examined. (No. 11.)

1. *Hon. the Chairman.*] What is your office?—District Land Registrar at New Plymouth.

2. *Mr. Bell.*] We want the mortgage of 1906 in connection with the Mokau-Mohakatino Block?—I produce the file on which is a document showing the second caveat. I think Mr. Treadwell will recognize it. There was a caveat on the first order. That was withdrawn, and Mr. Jones was allowed to put a second caveat on. The case was in Wellington.

3. Can you turn up the mortgage of 1906 to show if there is anything said about not circulating a damaging report?—I produce the mortgage of 1906, 27th July, mortgage No. 1896A, of all the leases from Mr. Jones to Lefroy and others. There were several leases. It does not appear in the mortgage that there is anything about a damaging report.

4. *Mr. Jones.*] I want to be very clear that the examination took place before Mr. Justice Edwards at New Plymouth, when he referred the case to the Full Court?—We have nothing in the papers to show that Mr. Justice Edwards heard the case in New Plymouth.

WEDNESDAY, 23RD OCTOBER, 1912.

Hon. WILLIAM FERGUSON MASSEY, Prime Minister, sworn and examined. (No. 12.)

1. *Mr. Jones.*] I would ask you, sir, whether, with your knowledge of this case, there was a recommendation made by the Legislative Council Committee of 1908 that the Government should set up a Royal Commission or other competent tribunal to inquire into the matter of the Mokau-Mohakatino lands, and that pending such inquiry no further dealings with the lands should be effected: was that Commission ever set up?—That Commission was not set up.

2. In 1910 there was another Committee set up to inquire into the matter, and they brought up a report of six short paragraphs. I will read paragraphs 5 and 6: "(5.) That, in order to settle the long-standing dispute in connection with the Mokau-Mohakatino Block, the Government be recommended to assist in bringing about an amicable understanding between the parties concerned, with the view of settling the land. (6.) That, in view of the fact that the petitioner believed his original lease from the Natives to be legally sound, and taking into consideration the treatment meted out to him by solicitors in England, whereby he lost his legal interest in the estate, the Committee recommends that in any such mutual understanding the petitioner's claims to equitable consideration should be clearly defined." Are you aware that any such attempt was ever made, from your own knowledge, with the view of carrying out this recommendation?—Not that I know of.

3. Do you know that the Government, instead of giving effect to this recommendation, issued process by which other parties could purchase the freehold?—Yes. An Order in Council was issued—I am not able to state the date—to enable certain parties to purchase the freehold of the Mokau-Mohakatino Block.

4. You are aware that my title was on the leaseholds?—Yes, that is so.

5. Did not the granting of facilities by the Crown to purchase the freehold property embarrass the position I held as a leaseholder?—I am not certain of that, because if I recollect rightly the leasehold interest was sold.

6. We will assume that I claimed the leasehold and was successful in getting it, would not the holder of the freehold have an undue advantage over the claimant to the leasehold?—I am not quite sure about that. It would depend upon the terms of the sale. I think the freehold interest was sold subject to the leasehold. I am only speaking from memory—I have no documents—although I went into the matter fully last year.

7. I will produce the Order in Council—you will see that there is no reference to the leasehold?—There is apparently no reference to the leasehold in the Order in Council.

8. If I were contesting the leasehold would that not place me at a disadvantage, if a large company were in possession instead of a man without a penny?—That is a point on which I am not able to express an opinion. It is a legal point.

9. You have stated in your place in the House repeatedly that my petition was a matter that ought to occupy the serious consideration of the Government, and that they have not done anything?—I have said so.

JOSHUA JONES re-examined. (No. 13.)

1. *Mr. Bell.*] When you say that Herrman Lewis was a dummy when the property was sold, do you mean that he was a dummy for the Hawke's Bay syndicate or a dummy in any way for Flower's executors?—For the executors. His own evidence is that Mr. Orr, who was employed by the agents for the executors, put him on to the property, and that Mr. Campbell, the partner of Messrs. Travers, Campbell, and Co., advised him to purchase the property. He got it to-day, as it were, at £14,000, and mortgaged it back the same day for £14,000, and not a penny changed hands.

2. Was Herrman Lewis the purchaser when the property was put up by the Registrar?—No. They bought it in themselves. As the Judge in England said, they were trustees, and merely passed it from one hand to the other.