

any other instance in which a solicitor has acted similarly?—I never knew an exactly parallel case. *Mr. Cornford.*
Parallel cases do not occur with such great rapidity.

895. Have you ever known of a single instance where a solicitor has asked another's client to sign papers in relation to matters in dispute?—I cannot tax my memory. Possibly I may have done. I cannot recollect an instance at present. *21st Nov., 1879.*

896. *The Chairman.*] To the best of your recollection and belief, is it usual in the profession to do so? I think the question is an important one.—It is not usual for plaintiffs and defendants to meet; but I have known cases to have been settled in that way where parties were mutual friends or on good terms.

897. *Mr. Rees.*] Mr. Cornford stated that among the Maoris it was frequently the practice to make their mark, even when they knew how to write.—I have heard of it sometimes.

898. Could you mention a single instance?—No; I cannot.

899. Does Mr. Cornford know that at the time of Watt's settlement, or about that time, these 350 acres had been promised by Mr. Sutton for Rora Nonoi?—Yes, I think so.

900. Does Mr. Cornford know whether Mr. Sutton ever made this reserve in accordance with his promise?—I am not aware of any reserve having been laid off.

901. Is Mr. Cornford aware that Mr. Sutton had sold the land without making any reserve whatever?—I believe no reserve was made in the deed.

902. I should like an answer?—I do not know whether all the land was sold right out or not. I do not know what passed between the vendor and the vendee.

903. *Colonel Trimble.*] Do I understand that you were the solicitor?—No; I was not the solicitor in the matter.

904. *Mr. Rees.*] Has Mr. Cornford ever heard of a case in which one solicitor has got another solicitor's client to sign papers secretly in the matter of an action pending between two persons?—Yes.

905. Will Mr. Cornford mention it?—I would rather be excused. I am not here to mention other people's private business. I submit to Mr. Chairman that this is not a proper question. [The Chairman ruled the question out of order, as the witness said it would necessitate his making known matters of a purely private nature in regard to other people's business.]

906. I understood Mr. Cornford to say that Rora Nonoi could see him writing?—Certainly.

907. Did she know that you were taking down what she was saying?—Yes, I think so. I did not ask her to watch me.

908. Does Mr. Cornford not know that Rora Nonoi does not know English?—I do not know that she does.

909. Has Mr. Cornford got the original writing?—That is in Mr. J. P. Hamlin's handwriting.

910. I would ask whether Rora Nonoi came in of her own accord to see Mr. Cornford, or whether Mr. Sutton brought her in?—Mr. Sutton called her in from the door.

911. Was it for the purpose of making use of her statement in the suit pending that he questioned Rora Nonoi?—Making use of her statement in the action?

912. Yes; in defence of the action?—I had no possible means of making use of it, and did not intend making use of it.

913. I would ask for an answer?—I think I said before that when Mr. Sutton said, "Rora is here to talk about the Awa-o-te-Atua Block," I was curious to know whether she understood that there was any reservation or right of action against Mr. Sutton. That was the reason I put these questions; but her statement, as far as I can see, would not have affected the action. Either the estate did pass or it did not.

914. Does Mr. Cornford state that he did not ask these questions for the action?—For the pleadings?

915. For making a defence of the action?—I do not exactly follow you. I certainly wanted to know what agreement had been made on the settlement with Watt and Farmer.

916. I want to know if Mr. Cornford questioned Rora Nonoi for the purpose of making a defence to the action?—I may say that no such idea was in my mind. The defence was a matter of law.

917. Then I would ask for what purpose did you speak to or question Rora Nonoi?—It was more to satisfy Mr. Sutton and to please him, than myself. I was perfectly satisfied with the pleading. In looking over the paper containing the answers I see there was nothing very important in it.

918. Did Mr. Cornford have any consultation with Mr. Sutton before putting questions to Rora?—None whatever—not with regard to Rora.

919. Then, how was it for the purpose of pleasing Mr. Sutton?—Clients expect their solicitors to show some interest in their affairs.

920. If Mr. Cornford had not been talking with Mr. Sutton previously, how is it that he began to question Rora?—Mr. Sutton brought her there. I saw that I was expected to ask her something. I was curious to know if she understood that there was an action in reserve. I did not want her to come to the office, nor would I have sent for her.

921. How was it that the conversation turned on this matter?—It was the only thing to talk about.

922. Was it to please Mr. Sutton that Rora was asked to sign these answers?—No. I asked if she had any objection to sign. When I say, "please," I would wish to withdraw that expression. I asked two or three questions about the settlement.

923. Then it was not to please him?—Not in the sense you imply. He was not a child, that I should dangle inducements before him to make him smile.

924. What was the object of the questions at all?—To ascertain whether the reserves in the deed had been settled, or whether the right of action was kept open in any way—if, indeed, she had a right of action.

925. Then, did Rora Nonoi allow that all the claims were satisfied by the settlement?—So I understood from the writing.