

I was afterwards told, acted as agent, but that name was not disclosed until after the property was absolutely under offer.

533. You say you were told: by whom?—Mr. Sievwright told me afterwards.

534. Did not Mr. Reid, as agent, get from the vendors the offer of the property at £35,500 from Hepburn and Co.?—Yes, he did. That appears in the letter.

535. Were you told at the time that the vendor's price was £35,000, and that £500 was added to pay agent's commission?—No; I never knew anything of it.

536. Had you been aware that the vendors' price was £35,000, and also aware of the foregoing circumstances, would you have recommended that Mr. Pym should receive $1\frac{1}{4}$ per cent. commission, and would you have considered yourself justified in describing his services as you did in your memorandum to the Premier of 24th December?—No, I do not think I should; although, as far as the services were concerned, if the transaction had been completed they would have been equally the same.

537. Is it correct that all the service rendered by Mr. Pym was to give a list of properties which he understood to be for sale?—He only gave a list of two properties, and I believe he made considerable inquiry as to both. He told me he had a communication with Major George about the property. I think, myself, he did no little service in holding his tongue, and standing out of it altogether.

538. *Mr. Holmes.*] Is it true that the property was ever put under offer for £35,000?—No, never to me. The only offer I know of is that which was contained in the letter from McLandress, Hepburn, and Co., in which £35,500 was stated.

539. *The Chairman* (for Mr. Ormond).] Will you obtain from the Property-tax Department their valuation of the four properties purchased? Also, will you obtain the borough valuations of the same properties?—Yes.

Christchurch property-tax roll for 1885.—(1) Maling and Co.'s section, 66ft. by 82 $\frac{1}{2}$ ft.—land £2,400, buildings £7,000; (2) Philips, 22ft. by 165ft., £1,100: total, £10,500. Property-tax valuation in 1882.—(1) 68ft. by 82 $\frac{1}{2}$ ft. in name of R. D. Thomas (land), £1,450; (2) 22ft. by 165ft., Philips's (land), £750: land only in 1882, £2,200.

540. *Mr. Levestam.*] I understood you to say that you thought the £35,500 was purchase-money, and that it did not include £500 for commission?—Quite so.

541. Did you get an account somewhat similar to the one you have produced to-day?—The voucher I gave in was £30,500, being the amount of purchase-money less mortgage. It had not the details given in the settlement-note produced to-day.

542. Was not Maling's property simply bought for his convenience, and that the institution did not wish to make any use of it?—No; the institution did intend to make use of it.

543. Only two rooms?—Yes, only two rooms reserved to be used in addition to the new building proposed to be put up.

544. But this new building was to be put up on another piece of ground not bought from Maling?—Yes, adjoining.

545. Then, in reality, the piece of ground bought for £1,500 was the only piece of ground you wanted for the insurance business?—That was not the opinion of the directors.

546. Then, if that was not the opinion of the directors, did not they enter into an engagement with Maling to let him his old premises for twenty-five years?—Yes, that was done.

547. Then, the directors must have had the opinion that they did not require Maling's property for their business?—I cannot say what their opinion was. The directors had an idea of building the tower that I spoke of, also of putting one or two stories on the top of Maling's buildings if they deemed proper. They made conditions reserving a right to do that.

548. They still had only the right to take two rooms if they put up the building?—No; if they put a higher building up they had the right to dispose of the additional offices.

549. *Mr. Holmes.*] Who had the right?—The association.

550. *Mr. Levestam.*] You were told that the title to Maling's property was freehold?—I was: so it is.

551. You had no written statement as to what the title was?—I do not remember.

552. You have said so in your previous evidence?—We never enter into questions of title. If we get the word that it is freehold title we refer that to the lawyer, and the lawyer discovers whether or not there is any flaw in the title. It is sufficient for us to be told that it is freehold. The engagement would be made on the basis of freehold property. If not freehold, the engagement would be at an end. The following telegram, dated the 29th June, I have just received from Mr. F. T. Hoskins, Town Clerk of Christchurch:—

D. M. Luckie, Wellington.—Assessed value, 1884, Maling £6,000, Phillips £750; 1885, Maling £8,500, Phillips £750; 1886, Maling £9,400, Phillips £1,100. Annual value, 1884, Maling £470, Phillips £45; 1885, Maling £470, Phillips £45; 1886, Maling £500, Phillips £70.—F. T. Hoskins, Town Clerk.

553. *The Chairman.*] There was an appointment made of insurance agent in Dunedin?—Yes.

554. Who was the person appointed?—Mr. Henry Driver.

555. Did he apply for the appointment?—Not to me.

556. What were the circumstances, to your official knowledge, which caused his appointment?—It was considered advisable to change the position of Mr. Clapcott, and put him in the office of lecturer for the whole colony instead of being district agent in Dunedin. That was an idea that had been entertained for some time.

557. Entertained by whom?—By myself and the Inspector, and also by the Chairman and other members of the Board. Mr. Clapcott was not in good health.

558. Was that done upon your recommendation?—There was no recommendation made then. It was merely talked about; nothing definite was decided upon.

559. Well, did you communicate with Mr. Driver?—No.