

Mr. Bell made no such admission. On the contrary, I gave every assistance and did all in my power to have the decision given. I was damnified by the delay, and by these charges being allowed to hang over my head.

5. You said you did everything in your power to have the decision of the Appellate Court given before the Supreme Court action?—You put your questions in such an awkward way. You said I took every step to prevent this decision being given. I was waiting patiently for the judgment.

6. Did you not know that the Appellate Court had stated certain questions for the opinion of the Supreme Court?—I did, of course—questions of law.

7. And you knew the Appellate Court had decided not to give its judgment until those questions were answered?—I believe so. I was in no way responsible for or desirous for the delay in the decision. On the contrary, I wanted the judgment.

8. You know there was an application made by Mr. Stafford and myself on behalf of the Public Trustee to have those questions of law argued at as early a stage as possible?—I do not know exactly what applications you made; you made so many.

9. Do you know if an application was made to have the questions of law argued at as early a date as possible?—I believe so. Both sides were anxious.

10. Do you know whether Mr. Bell and Sir Robert Stout decided to have these questions dealt with or argued before all the Judges?—I think it was the suggestion of the Chief Justice himself.

11. Do you suggest that it was not the opinion of Mr. Bell and Sir Robert Stout that they should be argued there?—I gave no such instructions. I left myself entirely in the hands of counsel, and my belief is that the Chief Justice himself suggested it.

12. What was your reason for wishing to force on the trial?—I had every reason. I had been attacked by a Minister in a privileged place in 1895, and all sorts of wild charges had been hurled at me. I had no chance of meeting these charges except when I appeared at the bar of the House. Then an Act was passed directing a statutory officer—the Public Trustee—to bring an action against me within six months thereafter; and was I to wait until the judgment was given by the Appellate Court? Was I to remain under such charges indefinitely?

13. It was because of all those charges you wanted to have the case settled?—I also wanted my title. My title was destroyed, and my property was unmarketable; and I was seriously injured and damnified. I had other reasons. My own personal convenience was concerned. Three years ago I let my house, intending to go to England. I have been detained here ever since, and how much longer I shall have to stay I cannot say.

14. There were three reasons,—(1) The charges hanging over you; (2) the titles of your property were not negotiable; and (3) your own personal convenience?—Yes.

15. With regard to the second point, has your title, except as to the 11 acres of freehold, been put right yet?—Not yet—through no fault of mine. The Supreme Court has given me the title to the 11 acres, and has said in its judgment that when the ownership to the other land has been ascertained—to whomsoever the certificate may issue—my dealings must be registered thereon, and that decision makes my titles right.

16. At the same time, pending those proceedings, all the negotiations with your dealings have been prohibited?—The Act speaks for itself. The Native Appellate Court found that Major Kemp was absolute owner of the land: that was the effect of the judgment. But, inasmuch as the Appellate Court, for some reason or other, said afterwards that its order was not a final one, the Chief Justice would not allow my dealings to be registered. He said, however, that when the title was found for Block 14 the whole of my dealings must be registered upon it.

17. But in the meantime you are unable to proceed with your dealings, so you are still awaiting the final decision of the Appellate Court?—Yes.

18. The ground on which you are petitioning the Government for this money, I understand, is that this litigation was forced upon you by Act of Parliament, and that you have had to pay away a large sum of money?—I would put it in this way: A statutory action was brought against me, and I have got a decree with costs. The decree is in favour of Major Kemp and myself, but I have had to pay Major Kemp's costs. Sir Robert Stout declined to go on unless I gave him an undertaking to pay Major Kemp's costs, and I did so. I had paid all Major Kemp's costs for years before, and there was no hesitation on my part in telling Sir Robert Stout that I would guarantee the costs; and, as a matter of fact, I have paid the costs.

19. And you are now asking the Government or the country to pay this money?—I ask the House to make provision for the payment of a debt due to me under the Judge's decree. I ask the Government for nothing. I ask the House of Representatives to provide for the debt incurred under the statutory action brought by the Public Trustee, and settled by the decree.

20. And your reason is that this litigation was forced on you, that the costs were incurred through no fault of yours, and that you were out of pocket over the litigation?—My broad reason is that I am entitled to be paid my costs, and I claim them. I cannot go beyond that.

21. I want to go a little beyond that. You are making an appeal to the country to do an exceptional thing?—On the contrary, I am asking for my ordinary rights. I want no favour.

22. You are appealing to the country to pay costs incurred?—By a statutory officer, the Public Trustee. I am taking this course in consequence of the failure of my application to Mr. Justice Denniston for a mandamus to compel the Crown to pay. The motion was refused. Mr. Justice Denniston said, "There was provision under section 47 of the Public Revenues Act for unauthorised expenditure—that was, expenditure for which no parliamentary provision was directly made. Under this the expenses of this action had been provided, and the costs ordered to be paid could have been provided. His Honour thought it must be taken that Parliament had a right to assume that the Executive would take whatever steps were necessary to give effect to its directions, and would therefore assume that all payments properly incident to taking proceedings in terms of the Act, including, of course, the payment of costs directed by the Court to be paid, could and