

53. A somewhat different area to one-third of the section?—Of course. I should never have dreamt of it for one moment.

54. You took it for granted when you saw this plan—it was a plan of 4 perches you had in your mind?—I do not think I ever saw the plan until it had gone to Mr. Kensington in that letter. I had seen some sketch which would justify the impression on my mind—to impress so clearly on my mind that what the Council was wanting was four or five perches.

55. And you only had 12 perches altogether?—Only 12 perches altogether, and I thought it was a very serious business.

56. So you said there was no necessity for an exchange of site? No exchange took place?—No, of course not.

57. And, as you understood, the position was that the Crown land was granted conditional on an exchange being made?—See, that question did not occur to me at that stage in any sense or shape.

58. When you discovered that the position had to be recast, it never occurred to you that you should have advised the Minister or the Under-Secretary in connection with the matter?—No, because the question became one for the Corporation as to what they were going to do, and there was correspondence going on between them. I had no idea what was going on except that the Commissioner of Crown Lands' letter was sent to me afterwards.

59. From the Corporation?—From the Corporation. Then the price was fixed, and I presume the Government had sent in a price that was neither too low nor too high.

60. When Mr. Hislop discovered that you had applied for this land without his knowledge he stated in evidence that he went around and saw you. Do you remember that interview?

*Mr. Hislop:* I did not say so.

*Mr. Fisher:* My impression is clear that he stated it.

*Mr. Hislop:* I never stated anything of the kind.

*Mr. W. Fraser:* Ask the witness a direct question.

61. *Mr. Fisher* (to witness).] Did Mr. Hislop call and see you?—I have no recollection of his doing so. Mr. Hislop was very eager about the matter because he was very desirous of making a very cheap bargain for the city. Because I know on one occasion when we were discussing the wall question I had to tell him I thought it was a curious contrast—his methods as Mayor and as an ordinary individual—that he was rapidly developing into a Jew at driving a hard bargain.

62. You are quite certain that you were never in Mr. Kensington's office at any time with the Mayor?—Quite certain that I was not. I cannot conceive how that impression can have arisen in Mr. Kensington's mind.

63. Can you remember discussing the question with Mr. Kensington when you were there—of the owner of the adjoining land giving 4 perches to the city in consideration of receiving a title to the 6½ perches?—I do not think so. I told Mr. Kensington exactly what he stated in the letter, and all I know is that Mr. Kensington seemed to be extremely anxious to expedite matters. I had nothing to complain of in regard to Mr. Kensington's courtesy, because he always tries to expedite business. I have had many interviews with him about different businesses and I have always found him one of the least "red-tape" officials in the Government Buildings and remarkably anxious to assist the public—in marked contrast to many Government officers. That is why I am surprised that any question of this recollection has arisen.

64. Did I understand you to say that the plan you enclosed in that letter of the 2nd May was brought to your office by one of your own clerks?—Yes, I understand that is so.

65. Will you look at the printed plan attached to the correspondence. On the plan is written these words: "New wall for street to be built here by Corporation." Is that in your handwriting?—Yes, that is my writing.

66. So that you amended the City Engineer's plan?—I wrote that to make the thing quite clear and explicit that the new wall had to be built there.

67. I only wanted to draw your attention to that because you said you had not seen the plan at all—that you simply enclosed it in an envelope?—This was written when the agreement was sent to me long after that—when I filled in the £100 as my contribution towards the wall.

68. That agreement was made on the 11th October?—I do not know when.

69. That plan went to the Crown on the 2nd May and I presume never came out of their possession?—I do not know anything about that; it could not be so.

70. That is the plan enclosed on the 2nd May?—I do not think so.

*Mr. W. Fraser:* It is only fair to point out that that is really two separate and distinct plans.

[At this stage the original plan was referred to by the witness, who said, "I do not know how this plan got on the file."]

71. *Mr. Fisher* (to witness).] It was enclosed in your letter to the Department of the 2nd May?—I do not think so. I do not think it could have been this plan.

72. Well then, can you suggest how the Department got hold of it?—I do not know. That is my writing, but I was under the impression that that was put on at the time the agreement was signed; but it could not be so if what you say is correct. This "£100" in the agreement was written by me. I filled in the amount when I signed it before Mr. Palmer. I do not know anything about that plan.

73. But that is your handwriting on the plan?—Yes, that is my handwriting.

74. Can you tell us what the plan was enclosed with in the envelope?—I cannot tell. I never saw the plan before that particular moment, as far as I can recollect.

75. Have you ever seen the original of this plan?—I must have seen it, of course.

76. And you cannot imagine how the Lands Department got possession of it with your handwriting on it?—The only explanation is that this was a plan sent to me by the Corporation at