had taken place. It took place behind my back—*vide* Press notice attached.—I beg to remain, sir, Yours respectfully, JOSHUA JONES.—I am writing this from Wellington, but I expect to be at Mokau in a few days."

21. Were any transactions registered while the caveats were on this property?—Certainly not.

22. *Hon. Dr. Findlay.*] Has any influence from any quarter been brought to bear upon you to register or remove any deed in connection with this title?—Certainly not. I never had any communication either by word of mouth or letter from anybody directing me as to what I should do in this matter.

23. Then the suggestion that you went to New Plymouth and improperly had this caveat removed is untrue?—Yes, absolutely untrue. Might I show the correspondence with regard to the withdrawing of this caveat? I have all the correspondence here.

24. *The Chairman.*] Will you lay it on the table?—Yes.

25. *Hon. Dr. Findlay.*] Assuming the caveat remained, and these two mortgages had been lodged for registration, would any other document have been registered prior to these two mortgages if they had not been lodged prior?—I was not aware of anything of that kind.

26. I am asking you the question?—No.

27. Assuming that it was lodged for registration, would any other document be lodged prior to the registration?—Certainly not. They would be registered in the order in which they were lodged. Might I explain that I was not aware of that letter until after the caveat was removed. Mr. Jones himself told me that—the letter he directed to the Registrar at New Plymouth. The Registrar did not inform me of that letter, and I knew nothing about it until Mr. Jones called at my office and told me about it. Then I wrote up to see it.

28. *The Chairman.*] Then it could not be attended to because you had no chance to do so?—No.

29. *Hon. Mr. R. McKenzie.*] Was the caveat removed?—No, the letter was removed long ago—the 2nd May.

30. If you had received this letter before the caveat had been removed, would it have made any difference?—Certainly not. I would not have taken any notice of it.

31. *Mr. Fisher.*] You say you had no letter asking you to remove the caveat?—No.

32. Were you threatened with proceedings by Messrs. Travers, Campbell, and Peacock?—Yes. The Assistant Registrar at New Plymouth had been threatened with an action to remove the caveat, and wrote down for advice as to what he should do.

33. *The Chairman.*] I think it would save time to read the correspondence: "The Lands and Deeds Registry Office, New Plymouth, 31st December, 1909.—To the Registrar-General of Lands, Wellington.—*Re* Mokau Leases.—Early this year a Royal Commission sat to inquire into the Mokau transactions, and, acting on the suggestions of Chief Judge Palmer, a caveat was registered against the leases by the District Land Registrar on the grounds that 'there is a doubt as to the validity of such leases and mortgage.' The registered proprietor of the leases, by his solicitors, has now presented a memo. of mortgage for registration, and threatens to take proceedings unless the caveat is removed. The report of the Royal Commission has not reached this office, and I have to ask you what steps I am to take in the matter. I enclose copies of telegrams, &c.—A. STURTEVANT., Assistant Land Registrar." (Indorsement on back of memorandum:) "Assistant Land Registrar,—On the scanty information supplied I am unable to form any decided opinion. It seems, however, that the caveat was lodged in deference to the opinion of the Chief Justice (Sir Robert Stout), and the ground of caveat is that there is doubt as to the validity of the leases and mortgage. A mere doubt will be no answer to any summons that may be taken out. You should ascertain the finding of the Royal Commission, and be prepared to show in what respect the leases, &c., are invalid. I gather from Travers and Co.'s notice that Lewis is the registered proprietor of the leases, and if this is the case, and he has become registered without fraud, I do not see how you can successfully defend any summons even if the leases are invalid. The titles are in the Provincial Register, and so I think they should remain until matters have been cleared up. I shall not return to duty until the 15th January, so please ask Messrs. Travers and Co. to delay the matter until I return. I shall be glad to discuss the matter with them in Wellington.—EDWIN BAMFORD, Registrar, 6/1/10 (Auckland)." "New Plymouth, 27th April, 1910.—To the Registrar-General, Wellington.—*Re* Mokau-Mohakatino.—Herewith I enclose a letter written by you on the 17th January last expressing the opinion that caveat lodged by the District Land Registrar should be upheld, also a letter from Messrs. Travers and Co. to their agent in this town in which they state that I have been advised by you to withdraw the caveat unless I could specifically formulate grounds on which to uphold the caveat. Will you please state if I am to withdraw the caveat? The District Land Registrar is absent at present. Please return papers enclosed herewith.—A. STURTEVANT, Assistant Land Registrar." You indorse this memorandum, "D.L.R.,—When interviewed by Mr. Peacock I had not the letters before me, and was speaking from memory. On full consideration I think the caveat should be removed unless you have notice of any fraud on the part of the lessees or mortgagees. (See my memo., 6/1/10, with these papers.)—EDWIN BAMFORD, R.G.L." Are these the only letters that need be referred to?—Yes, that is all.

34. *Mr. Hindmarsh.*] When did Mr. Lewis get on the register?—I have not the remotest idea.

35. When did the transfers from Wickham Flower to Hermann Lewis take place?—The title would show that. I have not got it.

36. Mr. Jones is advised from New Plymouth that Hermann Lewis's transfer was registered while there was a caveat against the property, before the Court of Appeal case. Are you prepared to say that was impossible?

Mr. Treadwell: There was an application considered by the Court here when Mr. Jones was in England, and the Judges of the Court made an order for registration of the transfer to Mr. Lewis, and the mortgage was from Mr. Lewis to Mr. Flower's trustees. That is my recollection. I have not refreshed my memory recently, but I will ascertain that for the Committee.