

33. Have you any entry of it in your diary?—I do not see anything in the period mentioned. I have not looked at my diary for the rest of the negotiations. The Chairman drew my attention to particular periods of time, and naturally I addressed my attention to that particular time.

34. *Hon. Mr. R. McKenzie.* You stated that an order was made by Mr. Justice Edwards and Mr. Justice Cooper to register the transfer from Mr. Flower to Mr. Lewis?—I forget what the precise form of it was. The transfer that was ordered to be registered was not the transfer to Mr. Lewis. I made a mistake about that. The transfer ordered by Mr. Justice Edwards and Mr. Justice Cooper to be registered was a transfer between Mr. Jones and the executors. It was not Mr. Lewis's transfer, but an earlier transfer on the Register of Titles.

35. Evidently, after the transfer was registered you followed it up by bringing it to the Court of Appeal?—No; that was a different transaction. It was some time, I think, in 1906 or 1907, when Mr. Jones was Home. I was acting for him here, and steps were taken to clear up the title in the name of Mr. Flower's executors, and for that purpose an application was made to the Court, and an order was made for the registration of the transfer and mortgage.

36. From Mr. Flower's executors and Mr. Lewis?—No; Mr. Lewis only came into the transaction shortly before July, 1908, because Mr. Jones came back in the beginning of 1908, and I warned Mr. Lewis myself against purchasing.

37. From whom did he purchase?—Mr. Flower's executors. Those two legal phases were not in any way connected. The first time Mr. Lewis came before the Court was in 1908. This application before Mr. Justice Edwards and Mr. Justice Cooper, I think, was in 1907, and had reference, I think, to clearing the title by means of a transfer to Jones and a mortgage from Mr. Jones to the executors.

38. When Mr. Lewis came on the scene, did he get a transfer?—Mr. Lewis had a transfer that was registered in 1908.

39. Was that the transfer you appealed against?—It was not the Court of Appeal. It was a sitting of the full Court. Mr. Justice Edwards was in charge of that district, and he suggested that the matter should be referred to the full Court.

40. Was it brought before the Court of Appeal?—No; it was brought before the full Bench of the Supreme Court to settle the question of my right to bring an action to maintain Mr. Jones's rights—to continue the caveat that I might bring an action to maintain Mr. Jones's rights; but the full Bench held that we had no legal rights—our legal rights had gone, through what took place in England—and they would not give me an opportunity of bringing an action to test the question. The result of the decision was, as Dr. Findlay says, that I had no further legal remedy.

41. Did you intend to take this back to the Privy Council again?—The Privy Council is rather an expensive affair. I could not afford £1,500 to go to the Privy Council.

42. What money has been paid to you by Mr. Jones?—I have had no money at all.

43. I suppose money has had to be paid in connection with the Supreme Court?—Just a pound here and a pound there. I have no doubt that Mr. Jones, if he gets a satisfactory settlement, will settle up with me. I believe he has a good equitable and moral claim that ought to be settled.

44. How do the rights of the Natives stand in this matter?—That is rather a big story.

45. Do you know whether they have been paid any rents for their leases for many years?—I believe they have, but I have no proof of it.

46. If their rents have not been paid, have they not a legal right of re-entry?—That is a legal question. I think we could not determine that except by reference to the full Court.

47. Do you know whether the Maoris have received their rents for some years past?—I have no doubt they have. It is a question of the right of re-entry on a continuing breach. If the breach has been waived, the right of re-entry has gone.

*Hon. Dr. Findlay* (to the Chairman): I am here, as you know, to answer any personal imputations. Mr. Treadwell has stated that these imputations are wholly groundless, and if these personal imputations are withdrawn I do not think there is any need for me to remain here longer.

*Mr. Hindmarsh:* I wish to state that there was some excuse for Mr. Jones's conduct in this matter. Dr. Findlay in certain cases occupies a kind of ambiguous position, and Mr. Jones might have been warranted in what he did. But all that Dr. Findlay did and said was, I think, quite consistent with innocence, and, although his conduct might have been cavilled at, I do not suggest for one moment that Dr. Findlay has done anything dishonourable at all, either as a public man or as a lawyer.

*The Chairman:* I think you had better stay, Dr. Findlay, in case certain questions might require to be put.

*Hon. Dr. Findlay:* I do not want to be connected with the case one moment longer than I am personally required.

F. G. DALZIELL, Barrister and Solicitor, made a statement and was examined. (No. 6.)

*Witness:* It has been suggested that I was concerned in putting Mr. Lewis on the register as the owner of these leases. That is not so. My first interview with Mr. Lewis in reference to this matter took place on the 3rd August, 1908. Mr. Lewis then consulted me with reference to the difficulties which had arisen in connection with some Hawke's Bay sheep-farmers—namely, Mason Chambers, R. D. McLean, and Sir Francis Price. Mr. Lewis produced to me an agreement entered into between those gentlemen and himself for the sale of his interests in the Mokau leases. This agreement is dated 19th May, 1908, and under it these Hawke's Bay people agree to purchase Mr. Lewis's interests at a very considerable advance in price upon the amount that Mr. Lewis agreed to pay to Mr. Flower's executors. Mr. Lewis, at the time he entered into this agreement, was not on the register as the owner of the leases; but after entering into this agree-