6. *Mr Graham.*] That would be payable at death?—Yes. There is one other matter that Mr Larsen referred to, and that is the approximate quotation of £137 as being the surrender value of the policy Mr Larsen and I have discussed this before, and he has had an explanation of that matter I was perfectly frank about it. When it was brought under my notice I turned up the correspondence to ascertain how this quotation came to be given. It appears that an application was made to our Auckland office—a branch office—for a quotation of surrender value. The clerk in the office, in giving this quotation, made a miscalculation How he came to do it I cannot tell you, but undoubtedly he did make an error If any proof is required on that particular point I should be prepared to submit our tables of loan values, from which the surrender values are calculated, to show you that it could only have been a miscalculation Mr Larsen has already been told that.

7 *Mr Fraser*] Perhaps you will state what the mistake was?—I do not know that I can at the present moment.

8. *The Chairman.*] The mistake was never rectified, was it?—No, simply because I did not know of it until Mr Larsen brought it up

9 Was the Auckland office a branch office at that date?—Yes.

Mr Larsen The communication was sent to Wellington, and the reply was received from Auckland.

10. *Right Hon. Sir J G Ward.*] What was the amount that ought to have been stated as the surrender value in 1906, Mr Leslie?—I could not tell you at the moment, but I could very easily ascertain and let you know It seems to me in connection with this petition that if Mr Larsen thinks the society has not kept faith with him he has his remedy The Courts of the Dominion are open to him. We are quite prepared to defend any action which he may care to take at any time. As a matter of fact, this subject of tontine policies, on exactly similar lines to Mr Larsen's case, has been before the Courts fairly recently, and it was decided in the society's favour.

11 *The Chairman.*] Will you quote a case?—Yes, Boyd *v* The Colonial Mutual Society

12. Where was it heard?—In Wellington

13. The date?—It came before a jury in January, 1909. The jury found a verdict for the society on questions of fact, which I may say I never anticipated, because you rarely get a jury with you, but the Judge said there were certain law points involved which he thought were important, and should be argued before the full Court. These points were argued at a considerably later date, and the verdict was in favour of the society

14. Do you wish to ask Mr. Larsen any questions?—I think not.

Mr Larsen There is one thing I overlooked. When I came to see Mr Leslie he said, "I can see where the mistake was made. Those confounded advance agents have misled you. Do you know what I do with them? The moment I find that they mislead the public, out they go. I said, "Of course I can understand you are here to make me believe anything, but my opinion is entirely different. I do not blame the advance agent—I blame the company ' I asked him, "Why do the company allow pamphlets to be printed by the thousand and given to the agent to hawk round amongst the public?" I hold that pamphlet here by which I and hundreds of others were misled, and on which the agent pointed out what our profits would be. I said to Mr Leslie, If that pamphlet were forwarded to me and I had not insured with you, I should be misled again," and better men than I have been misled by the same thing

Mr Fraser Do you produce the pamphlet?

15. *The Chairman* (to Mr Leslie).] Will you say whether that was issued by your office?—I could not say definitely I have no reason to suppose that it was not.

16. *Mr Massey*] Is the name of your society there?—Yes, there is a reference to it. It is many years ago, but I should say there was no doubt it was issued by the society

17 *Mr Fraser*] You admit liability for the representations made there?—The statements made there refer to profits which were declared by another office, not our office. We accept no liability whatever in connection with it.

18. Did you not take that office over?—Not at all.

19 Therefore you are not responsible for that circular?—If the society did issue that circular —and I think it did—we are responsible for it.

20. *Mr Hogan.*] And responsible for the statement that your office would afford better treatment than that?—That we expected to do so, yes.

Mr Larsen That leaflet was handed to me by Mr Maule, and on it I decided to change my policy from life to tontine.

Mr Massey Who was Mr Maule?

Mr Larsen The agent—the canvasser

21 *Mr Allen* (to Mr Larsen).] What was the premium on your original policy—not the tontine one?—I think it was £19

22. Both policies were for £500, were they not?—Yes, and for life.

23 Have you got the proposal that you signed when you took up the tontine policy?—No. The Colonial Mutual Society keep that.

24. You have not got a copy of it?—No.

25 *Mr. Fraser*] When you agreed to exchange your original policy for the new one under the tontine system, were you led to believe that you would get a policy such as is referred to in that leaflet, with profits such as the leaflet refers to?—Yes, but my policy was for less money

26. But in proportion you expected the same profits?—Yes.