

3. The trustee will, at the risk and expense in all things of the company and the said Lewis respectively, and in accordance with the terms and provisions of the said four agreements of the eleventh day of April, one thousand nine hundred and eleven, do, perform, and execute all acts, matters, and things necessary or requisite to be done, performed, and executed by him under the said agreements or otherwise in relation thereto, upon the request of the company and the said Lewis respectively, as purchasers and equitable owners of the lands comprised therein.

4. The said Lewis, his executors, administrators, and assigns, and the company and its assigns, will at all times hereafter keep indemnified the trustee, his executors or administrators, against all liabilities which he or they may incur by reason of the said lands or any part or parts thereof having been so transferred into the name of the trustee as aforesaid, or by reason of any act or omission on his part relating to the premises, and in particular will punctually pay all rates, taxes, and other outgoings which the trustee may be or become liable to pay in respect of the said lands or any part or parts thereof, and all costs and expenses, claims, actions, suits, proceedings, costs, and losses whatsoever which may be incurred by, made on, instituted against, or suffered by the trustee in the execution of the trusts of these presents or otherwise in relation to the premises.

In witness whereof these presents have been executed by the parties hereto the day and year first before written.

THE FIRST SCHEDULE BEFORE REFERRED TO.

1. All that piece of land containing twenty-six thousand four hundred and eighty acres (26,480 acres), more or less, known as the Mokau-Mohakatino Number One F (1F) Block, the whole of the land included in partition order, registered Provisional Register, Volume 11, folio 699: Excepting thereout those portions thereof described in the Second Schedule hereto.

2. All that piece of land containing two thousand nine hundred and sixty-nine acres (2,969 acres), more or less, known as the Mokau-Mohakatino Number One G (1G) Block, the whole of the land included in partition order, Provisional Register, Volume 11, folio 1003A.

3. All that piece of land containing nineteen thousand five hundred and seventy-six acres (19,576 acres), more or less, known as the Mokau-Mohakatino Number One H (1H) Block, the whole of the land included in partition order, Provisional Register, Volume 11, folio 1004.

4. All that piece of land containing four thousand two hundred and sixty acres (4,260 acres), more or less, known as the Mokau-Mohakatino Number One J (1J) Block, the whole of the land included in partition order, Provisional Register, Volume 11, folio 1005.

THE SECOND SCHEDULE BEFORE REFERRED TO.

All those pieces of land containing altogether seven thousand and forty-six acres (7,046 acres), more or less, being those portions of the Mokau-Mohakatino Number One F (1F) Block, shown on a plan of subdivision thereof as Sections 1, 2, 6, 8, 9, 12, and 13, and part of Sections 16 and 17, part of the land included in partition order, Provisional Register, Volume 11, folio 699, and the whole of the lands comprised and described in leases registered respectively as Nos. 7496, 7494, 9493, 7492, 7490, and 7495.

Signed by the said Walter Harry Bowler }
in the presence of— } W. H. BOWLER.

C. H. HOWARD, Solicitor, Wellington.

Signed by the said Herrman Lewis in the }
presence of— } HERRMAN LEWIS.

C. H. HOWARD, Solicitor, Wellington.

The common seal of the Mokau Coal and
Estates Company (Limited) was hereto
affixed in the presence of—

[SEAL.]

ROBERT McNAB }
CHAS. BAILEY } Directors.
J. M. JOHNSTON, Secretary.
R. WHITAKER, Law Clerk, Palmerston North.

No. 51.

DEAR BLAIR,—

Wellington, 15th September, 1911.

In the *New Zealand Times* this morning Dalziel is reported to have stated to the Committee on the inquiry as to the Mokau purchase that he had your authority in his contradiction of my evidence on the point of Skerrett's attitude after the first meeting.

I desire to record my clear recollection of what took place between you and me. I spoke to you in the library of the Supreme Court and told you, first, that I had been to your office to see you, but you were out. I then said to you (Chapman was present throughout)—That there was a matter I might want to refer to, but my difficulty was that I was not sure whether Skerrett intended what he said to me to be repeated, and for that reason I wanted to know whether he said the same to your office, as in that case he could not object to my repeating it. The exact point was that before the first meeting