

25. Then, that makes an additional share?—No; the 6,000 are accounted for.
26. Mr. Cook has transferred one share to you?—No.
27. Then, how do you become possessed of one share if you do not pay for it?—It is paid for by Mr. Cook; he gave it to me. That is the position.
28. With reference to the secretaryship of this company, have you acted as secretary to the company?—I have, and am still the secretary.
29. Did you receive the secretarial fees?—While I was manager for Cook and Gray I did not. I was not entitled to hold any private fees.
30. Who received the secretarial fees of the company at the time you were acting as secretary and managing for Cook and Gray?—As manager, I paid them into the account the firm of Cook and Gray.
31. You were not actually the secretary of the company?—Undoubtedly I was, and am now.
32. But were you receiving the secretary's fees?—Yes. My arrangement with Cook and Gray was that I received a salary, and anything outside that I handed over to Cook and Gray.
33. Then, at the time the public were allowed to know that you were the secretary of the Tucker Flat Company, I take it that you were a clerk in Cook and Gray's employ, receiving a stated salary from them, and remitting the secretary's salary to them?—Yes.
34. Were you aware at the time you were doing that that Mr. Cook was a director of the company?—Undoubtedly I was.
35. Then, Mr. Cook, as director, was making a profit out of the secretarial fees: is that so?—I should say he was not; Cook and Gray may have been making a profit, if there were a profit made out of them, but that is very questionable.
36. What I want to get at is this: Cook and Gray were receiving the secretary's fees in the Tucker Flat Company, and not you?—The firm had the fees, in addition to other sources of income.
37. And at that time you were quite aware that Mr. Cook was a director of the company?—Undoubtedly I was; he was elected at a meeting of shareholders.
38. I understand that the prospectus of the Tucker Flat Company states that there was a deed of sale from Wilde to Cook—that is to say, the deed by which Cook acquired the claim; that deed is stated to be on view at your office: were you aware of that?—Yes; it is so stated on the prospectus.
39. Will you tell the Committee who removed that deed from your office?—It was not removed from the office.
40. Was it ever placed there?—Yes, because I took it out myself.
41. Who took it away?—I did.
42. At what date did you take it away?—When I came away on Tuesday last.
43. *The Chairman.*] Are we to understand that it has been in the office all the time?—It has.
44. *Mr. Easton.*] Are you aware that a written application was made to produce that deed previous to the last extraordinary meeting of the company?—I think you are making an error there. You applied for the deed in connection with the Lee's Ferry Company then, and made a further application last Monday, through Mr. Somerville, for the Tucker Flat document. Mr. Somerville came to me, attended by his solicitor, Mr. McGregor, requesting the production of this document. The Lee's Ferry deed was in the hands of the company's solicitor when they asked for the Tucker Flat deed, and I told them then that I thought it was in the hands of the solicitor, the same as the Lee's Ferry document. It subsequently occurred to me that I had put the Tucker Flat deed away in my safe, and I immediately went and hunted it up, and not half an hour later I received Mr. Palmer's wire asking me to come here. That is why the deed was not produced when Mr. Easton sent for it.
45. *Mr. J. Allen.*] Did you inform Mr. McGregor?—I did not, because I had Mr. Palmer's wire to come here.
46. *Mr. Easton.*] Was no request made to you on the 8th August for that deed?—Not for the Tucker Flat document, to my memory. I do not recall the Tucker Flat deed being applied for.
47. Then, with the Chairman's permission, I will read this telegram from a late director of the Tucker Flat Company—Mr. Somerville—who wired me on 8th August as follows: "Tucker Flat meeting adjourned six weeks. Cook wanted paid-up shares allotted. Holmes advised to the contrary. Cook never presented deed of assignment"—He could not, because, as a matter of fact, it was in the safe in my office, and Mr. Cook was not there.
48. *Mr. Colvin.*] Cook's office, not yours?—It was in Cook's office, but he was very much away.
49. *Mr. Bennet.*] Who was managing the office?—I was.
50. *Mr. Easton.*] Then, I take it that the deed has been in the office, but up to yesterday neither the public nor the shareholders have been able to look at it?—It has been there for any one to look at, but I deny that you ever asked for the Tucker Flat deed.
51. A great many applications have been made to inspect this deed, and Mr. Somerville has written me as follows: "I took the trouble to get McGregor to go round with me to Cook's office, and Holsted assured us that he could not produce the deed of Tucker Flat. We then went round to the Stamp Office and saw Mr. Corliss, who looked up his deeds and found that the agreement for Cook and Company was filed in March, 1900, but no reference is made to the agreement from Wilde to Cook, nor is it filed with the other documents. I think this is all in connection with the Tucker Flat, except to confirm what I said in my previous wire to you, that the meeting stands adjourned for six weeks to enable the directors to make arrangements with the vendors regarding fully paid-up shares." The registered office of the company is in Cook and Gray's office?—No; it is at my office now.