

52. It was at Cook and Gray's office up to 13th April?—Yes.
53. You were aware that Mr. Cook was a director of the company, that Cook and Gray were the brokers, and that Mr. W. R. Cook was vendor to the company?—Yes.
54. You are aware that in March last Mr. Cook resigned from the board?—I could not speak from memory as to the date, but the minutes will show that.
55. Can you tell us how much Mr. Cook received during the eleven months that he acted as director?—The annual fees were sixty guineas, I think, divided as the directors thought fit. I presume, therefore, that Mr. Cook would get an equal share with the other two directors. The balance-sheet would show that.
56. Then, we will take it that Mr. Cook received twenty guineas: will you tell us how many meetings Mr. Cook attended during the eleven months?—Two, I think; either one or two, I am not sure which.
57. Then he attended one or two meetings, for which he received twenty guineas of the shareholders' money? You are aware that on the 27th March last, at the annual meeting, I lost my seat on the board?—Yes.
58. And you are aware that one of Mr. Cook's other employes, Mr. Howes, took my place?—That is so.
59. Who is chairman of the company at the present time?—Mr. Howes.
60. At an extraordinary general meeting—the first meeting after I lost my seat—Mr. Howes moved that the capital be increased by £5,000: is that not so?—No; that motion was moved by Mr. Somerville.
61. Mr. Howes put the motion, then?—Yes, as chairman he had to. The motion was one of Somerville's.
62. You are aware that on the 15th July I lodged a requisition signed by a majority of the qualified shareholders?—No, the unqualified shareholders.
63. It was signed by a majority of the shareholders—a requisition to voluntarily wind up the company?—Yes.
64. Can you produce that requisition?—I did not bring it with me, but I admit the fact.
65. Then, can you remember that on the 10th July, 1900, I purchased through a firm of brokers 100 fully paid vendors' shares of £1 each?—I can remember a transfer coming in, but must accept your statement as to dates.
66. Not a transfer; it was for fully paid shares?—Yes.
67. You are aware that I subsequently issued a writ against the brokers who sold those shares, because they could not deliver?—You say so; I do not know it; I am speaking from hearsay.
68. Are you aware that on the 15th July I purchased of a Mr. Choyce, through Mr. Cook, 250 contributing shares?—Yes.
69. How came that transfer to get through; because at that time Choyce had not paid a call, amounting to £25, on them?—That is so. At the time that you bought them no demand had been made on Choyce to pay the call. You bought the shares at 2s. paid up, I understand; but the transfer will prove that. The call of 2s. was certainly struck between the time that you bought and the time that the transfer was registered, but the directors did not object to passing the transfer, because they knew you to be a reliable man and that you would be liable for the calls.
70. The first call struck was on the 10th August, and Mr. Choyce was liable for 2s. per share on every share that I bought: is that not so?—It all depends at what time you bought the shares.
71. I bought them on the 29th August?—Then, your transfer was very slow in coming in.
72. On the 29th August I purchased 250 contributing shares at par, sending £25 2s., being application-money of 1s. per share, allotment of 1s. per share, and 2s. office fees. That transfer was passed through to me with a call owing by Choyce, struck on the 10th August. How came it that the directors put that transfer through?—They knew from the fact of your transfer that it was 2s. per share, that you were only paying 2s., and that you therefore must become liable for the call.
73. I want the Committee to fully understand that the transfer was passed through the office with £25 due from the seller?—That is so; but the liability became yours, as you had only paid the application- and allotment-money.
74. *Mr. R. McKenzie.*] Do you transfer shares with calls unpaid on them?—I stated that the directors knew Mr. Easton's position, and therefore passed the transfer.
75. *Mr. Easton.*] I find that on the 9th March, 1901, the auditor to the company signed the balance-sheet for the period ending the 28th February, 1901, as correct: where is this £25 shown?—The auditor did not take any objection to that. Of necessity we could not charge it to two men—you and Choyce as well—and it was therefore rendered to you. You received a notice of the second call being struck, and that showed arrears of first call £25.
76. I do not hold myself responsible for the first call: Choyce has to pay the £25?—You bought the shares at 2s.
77. There had been a call due from Choyce on the 10th August, and I did not purchase till the 29th August.—I cannot say when you purchased, but the transfer will show.
78. *Mr. J. Allen.*] Have you got the cancelled scrip there?—Scrip had not been issued at that date. "Two shillings paid" is marked here on the transfer—that is, application and allotment.
79. *Mr. Guinness.*] What is the date of that transfer?—23rd August.
80. *The Chairman.*] It is just an ordinary transfer?—Yes, for 250 shares.
81. I fail to see how you could make any one who buys those shares responsible for the unpaid calls?—Mr. Easton must have been aware, for one thing, that only 2s. had been paid, because the transfer had to come into the office to be marked.
82. *Mr. Easton.*] I was not aware on the 29th August that a call had been struck on the 10th?—