

154. Has his conduct towards Cook and Gray been such as would indicate that he had any kindly feeling for them, or otherwise?—I should say otherwise.
155. It has been mostly antagonistic?—Yes.
156. He has been Mr. Easton's lieutenant in the whole of this agitation?—I have been given to understand that is so.
157. Mr. Leijon: what is he?—A man of independent means, I understand; a former dredge-owner, very largely interested in mining in Otago.
158. Has he any connection with Cook and Gray in any way whatever?—None whatever, to my knowledge.
159. Is he interested in any other companies that are being carried on in Cook and Gray's office?—Yes.
160. Which?—I think he was a director of several; he is a director of the Charlton Creek Company, at any rate.
161. You swear that you have never been influenced, directly or indirectly, by Cook and Gray in reference to your duties as secretary to this company?—I can swear to that most emphatically.
162. With reference to the position you held in Cook and Gray's Office: you were there on a yearly salary?—That is so.
163. Your duties were to look after any business that came to the office, and the remuneration that you received went to Cook and Gray's account as a revenue of the office?—That is so.
164. You kept the banking account yourself?—Yes.
165. And you and the accountant operated on that banking account?—Yes.
166. Neither myself nor Mr. Gray had anything to do with it?—No.
167. With reference to the transfer of shares from Choyce to Easton, Easton has stated that he paid Choyce £25 for the shares: is it not a fact from this transfer [produced] that Easton bought the shares without the allotment-money being paid, the consideration being £12 10s.—the application-money was paid, and Easton paid the allotment to the office?—Yes.
168. Easton paid the allotment-money, and not Mr. Choyce?—Yes.
169. *Mr. R. McKenzie.*] What was the date of the payment of the allotment-money?—"September 4th; by cheque, £12 10s." That is the entry in the book.
- The Chairman:* The payment is credited in the books to Choyce. Mr. Easton's book shows one cheque for £25 2s.
170. *Mr. Cook.*] Could you tell us from your letter-book whether you got a letter from Mr. Easton in reference to this?—There would probably be a letter with the cheque, but I have not brought the correspondence with me.
171. *Mr. J. Allen.*] Have you a receipt-book?—Yes; but I have not got that here.
172. Is the cash-book here?—Yes; it shows £12 10s., received on the 4th September, credited to Choyce.
173. *Mr. Cook.*] The directors who attended the meeting when this transfer to Easton was made were Messrs. Leijon and Somerville?—Yes.
174. I was not there?—No.
175. Neither Cook and Gray nor myself had anything to do with it?—Nothing whatever.
176. What is the name of the auditor to the company?—Mr. Chalmers.
177. Had he anything to do with Cook and Gray?—Nothing whatever; as a matter of fact he belongs to the "opposition."
178. He was elected by the shareholders at a general meeting?—Yes.
179. And never had anything to do with Cook and Gray, directly or indirectly?—No.
180. Mr. Easton has told us that he (Easton) was a director of this company: can you tell us how Mr. Easton was placed in the position of director if he did not have the shares, as he says he did not?—He could not have been placed on the directorate unless he was a shareholder.
181. He tells us that he is not a shareholder, that he disputes the shares, and yet he acts as director to the company?—Yes.
182. By whom was he elected a director?—He was elected a director by Messrs. Somerville and Leijon.
183. When I resigned they elected Mr. Easton in my place?—Yes; after you resigned.
184. At the annual meeting of shareholders Mr. Easton was nominated?—Yes.
185. Presuming that these shares are Mr. Easton's, how much does he owe in calls?—£25.
186. In reference to this "option" agreement from Wild to myself, it is stated on the prospectus that the only agreement in existence was this one, which was to be seen at the office of Cook and Gray?—Yes.
187. This was always in the office until the company was registered?—Undoubtedly.
188. And was then handed over by me to the solicitor of the company in order to prepare the agreement between the company and myself?—That is so.
189. *Mr. R. McKenzie.*] Who drew up the agreement?—Mr. Holmes.
190. *Mr. J. Allen.*] Who drafted the "option" agreement?—
- Mr. Cook.*] I think it was sent to me. The general options were printed ones.
191. *Mr. Cook.*] This agreement was never taken out of the office by any one?—No, decidedly not.
192. *Mr. Herries.*] Do you know anything about the agreement between Cook and the Tucker Flat Company? I want you to read section 5, and would ask you if that is usual?—Yes, I think so. I may mention that I know of articles of association of other companies that are the same in that respect.
193. The article is as follows: "The validity of this agreement shall not be impeached on the ground that the vendor or the promoters stand in a fiduciary relation to the company, or that the