

SELECT COMMITTEE ON EVIDENCE ADDUCED BEFORE NATIVE LANDS BILL COMMITTEE.

WEDNESDAY, 1ST SEPTEMBER, 1869.

Mr. Frederick Alexander Whitaker in attendance and examined.

Mr. F. A. Whitaker.

1st September, 1869.

1. *The Chairman.*] You reside at Graham's Town?—I do.

2. You are a barrister of the Supreme Court?—I am.

3. *Mr. Dillon Bell.*] The Committee understand that you desire to give some evidence on the subject of the allegations contained in certain evidence which was taken before the Committee of the House of Representatives on the Native Lands Bill, which allegations I presume you have seen?—I have read portions of the evidence of Mr. O'Keefe and Mr. Buchanan.

4. If you will turn to page 9 you will find the following statement in Mr. O'Keefe's evidence: "I placed my agreement, to prepare a lease, in the office of Messrs. Whitaker and Russell. It remained in that office for two or three months. I called to know if the deeds were ready; I was informed that they were not ready. Subsequently I found that Mr. Whitaker, jun., solicitor of the Supreme Court, and a man named John Landon, went to three of the Native owners of this property, and, by representations, they succeeded in obtaining another lease from the Natives of the same property. It was some time in March, 1869. Mr. Whitaker, jun., is no partner of the firm of Messrs. Whitaker and Russell, nor is he associated with them in any way." Further,—“I was in possession at the time the lease was obtained by Whitaker and Landon, and am now in possession. They had full notice that the land was occupied. I was in possession from the 9th September, 1868. They were fully in possession of the fact that large machinery was being erected on the property. On hearing that Whitaker and Landon had obtained a lease from the Natives, I inquired of the Natives why they had given the lease, but I could get no satisfactory answer from them. One of the Natives, Aperahama, the father of one of the owners, refused to sign the lease, and stated as a reason that he would be committing a robbery, as he had already leased the land to Horne. Mr. Joseph Cook, Native interpreter, was present, and explained the questions and answers.” Have you any statement to make with regard to the transactions in which you are said to have been concerned?—This case, upon which Mr. O'Keefe gave evidence, appears to relate to a block at Kuaeranga, No. 23, which is a sample of the whole of the lands at Graham's Town to which I lay claim; and I presume, therefore, that in relating the facts concerning this block, the Committee will understand that I speak of the whole of Graham's Town. It is mainly as to the words “by representations,” which seem to impute somewhat of fraud to myself, that I wish to speak. At the time I first became connected with Shortland and Graham's Town, soon after I arrived from England, I became aware, of course, of the value of this land, although it was not so valuable then as it is now. I am not sure in reference to the lease of No. 23; but all the leases to Mr. Graham were not then completed, as many of the signatures of the Natives had not been obtained. It was then perfectly competent, of course, for any other person than Mr. Graham or Mr. Horne, the so-called owners of this land, to lease it from the Natives according to any view which could be taken of it; but upon making further inquiries, I discovered that for these blocks no certificates of title had been issued. Upon referring to the Native Lands Act, I found that all lands, conveyances, gifts, and so forth, made before the issuing of the certificate, would be made absolutely void. I therefore deferred any operations until such time as the certificates might be issued. This took place about the beginning of April last. I then went to the Natives, and told them I wished to obtain leases of this land. They were placed in full possession of all the facts of the case. It was distinctly understood, and I have brought down the interpreter I made use of on the occasion, for the purpose of proving that it was distinctly understood by the Natives that a question of law was involved between ourselves and the parties they had leased to before. We in no way gave them to understand that we were connected or in any way associated with any of the former owners. They demurred slightly on these grounds; not that they considered it unjust or wrong, but that they would be embroiled in trouble and litigation with the other parties. Of course it was then, as I conceived, fair, and my duty, to explain to them that it was my risk, that I embroiled myself, that I was fighting against the original holders, that there was a hitch in the law, and that the onus of fighting any person who had obtained illegal possession of the land would fall upon us. The Natives complained very much about the non-payment of rent to them, and said that they would be only too glad to get better tenants, provided they would not embroil themselves in litigation, as I believe it was afterwards stated by the opposing party that they would be sent to the Stockade on Mount Eden, and it was this which they were afraid of. I then repeated what I had to say, namely, that it was my look-out, and lay between myself and the original holders, in the Supreme Court. The Natives then signed. The reason the whole of the Natives did not sign at the time I first turned my attention to this land was this, that I did not consider myself in the least degree bound, if I took the responsibility of waiting until the law gave me permission to deal with Native lands, by any transactions that might have illegally taken place between other parties and the Natives while I was waiting until the law would permit me to deal with them. I waited a great many months, because I knew that the law would not bear me out in dealing with the Natives; and during those months many signatures were obtained by the opposite party, in contravention of the law, which I was waiting for.