

plans of the Native Lands Court, I found that by an error a portion of the block had been left out of the deed. I then went to my solicitors, Messrs. Whitaker and Macdonald—Mr. Frederick Alexander Whitaker having joined Mr. Macdonald in partnership between the 30th June and the 15th February, the date of my second lease. I showed them the plan of the block, and asked them to prepare me a new deed instead of the last deed, including the whole of the block. Mr. Whitaker accordingly did so. The deed was drawn up according to instructions. I fully understood at the time that it would give me a proper legal title to the whole block. When the deed was drawn out, the Natives were, on the 15th February, brought to Mr. Whitaker's office. Mr. Whitaker read out the deed word by word in English, while the Native interpreter interpreted it to the Natives. Mr. Whitaker's name appears at the foot of the deed as the attesting witness. I was advised some little time afterwards that a lease numbered 6,970 was registered to Messrs. Whitaker and Landon on the 23rd April, 1869, demising the same property to them. When I heard this I went to see Mr. Whitaker, and asked him what he meant by appropriating lands to his own use for which he had drawn out deeds for me. Mr. Whitaker then made some excuse which I do not remember, but he generously offered to pay me any outlay which I might have incurred with the Natives. I went to see the Native owners accompanied by a sworn Native interpreter, and asked them what they meant by signing a second deed to Mr. Whitaker. They said that Mr. Whitaker represented to them that I had treated them very badly, that they did not receive as much rent as they ought to receive, and that he would give them two or three times the amount which I gave. [The witness produced the following deeds:—Wiremu Kingi and others to James de Hirsch, lease of lot 24, Kauaeranga, dated 30th June, 1868. Lease, Wiremu Kingi and others to James de Hirsch, dated 15th February, 1869.]

Mr. de Hirsch.
1st September, 1869.

THURSDAY, 2ND SEPTEMBER, 1869.

Mr. Frederick Alexander Whitaker, in attendance, said,—

I have to answer a very grave charge, made by Mr. de Hirsch, in reference to a deed having been prepared for a certain block of land, which block I afterwards obtained for myself. The first deed to which I shall draw the attention of the Committee is dated the 30th June, 1868. To that I will not refer, inasmuch as that was just about the time I arrived in New Zealand, and before I went to the Thames Gold Fields, and I cannot be expected to be responsible for the acts of Mr. Macdonald which were done before I entered into partnership with him. Our partnership commenced on the 14th October, and that deed is dated the 30th June. I shall now proceed to draw the attention of the Committee to the more important deed, on which the allegation is chiefly founded. The Committee will see, upon reading this deed, that it is for a small piece of land which was omitted to be included in the original deed of the 30th June, 1868; that it does not call in question the validity of the deed, which is also for No. 24; neither does it in any way affect the title to that No. 24, further than reciting that there is such a deed in existence, and it goes on to say that whereas it was omitted from being included, it is hereby leased,—

Mr. F. A. Whitaker.
2nd September, 1869.

This Deed, made the fifteenth day of February, one thousand eight hundred and sixty-nine, between Wirimu Kingi, Anaru Te Poroa, and Teritui Kingi, all of the District of Hauraki, in the Province of Auckland, and Colony of New Zealand, aboriginal Natives hereinafter called "the said lessors" of the one part, and James de Hirsch, of Shortland, in the said district, Settler, of the other part:

WHEREAS by deed bearing date on or about the thirtieth day of June last past, the lessors demised to the said James de Hirsch, his executors, administrators, and assigns, a piece or parcel of land therein particularly described, and being part of a piece of land mentioned in the Native Lands Court survey as lot Kauaeranga, number twenty-four, for the term and subject to the rent therein mentioned: And whereas it was intended that the said lease should comprise not only the land thereby demised, and on the plan of the said lot drawn in the margin hereof and edged blue, but also the land hereby intended to be demised, and in the said plan edged red, being the residue of the said piece of land mentioned as aforesaid as Kauaeranga, number twenty-four: And whereas for assuring to the said James de Hirsch the said residue of lot Kauaeranga, number twenty-four, the said lessors have agreed to execute the demise hereinafter contained, and have also agreed to grant to the said James de Hirsch the rights and easements hereinafter mentioned: Now this deed witnesseth that the said lessors do and each of them doth hereby grant, demise, and lease unto the said James de Hirsch, his executors, administrators, and assigns, firstly, all that piece of ground situate in the District of Hauraki, in Queen's County, in the said Province, being the south-eastern part of the lot of land known as Kauaeranga, number twenty-four, extending on the north-west next to the residue of the said lot of land two hundred and sixty-four links, on the north-east side thirty-five links, on the south-west side fifty links, and bounded on the south-east side by a line running along the centre of the Waiotahi Creek there, as the said piece of ground intended to be hereby demised is set out in the said plan of Kauaeranga, number twenty-four, and is therein edged red; secondly, the full and free liberty of mining for and taking from the pieces of ground hereby and by the said in part recited deed demised, or intended so to be, any auriferous quartz: To have, hold, receive, exercise, and enjoy the said piece of land hereby demised, and the right of mining hereby granted and demised, or intended so to be, unto the said James de Hirsch, his executors, administrators, and assigns, for the term of twenty-one years from the thirtieth day of June last, yielding and paying therefor the yearly rent or sum of two pounds, to be paid by even and equal quarterly payments on the first days of April, July, October, and January in each year.

In witness whereof the said parties have hereunto subscribed their names.

Signed by the said Wirimu Kingi by affixing his mark, the same having been first read over and explained to him, and signed by the said Anaru Te Poroa and Teritui Kingi, in presence of

his
WIRIMU X KINGI,
mark.
ANARU POROA,
TERITUI KINGI.

Frederick A. Whitaker, Solicitor, Shortland; E. Davis, Licensed Interpreter.