

They (the owners) then made application to the Native Land Court to have the restriction removed, without effect. Meanwhile I had been engaged making other surveys for Ngakapa, and not having received from him any payment, I, thinking it would be negotiable, employed Mr. Rice to see Ngakapa, and get from him a promissory note for £400 on account of surveys, which promissory note Mr Rice duly obtained. I made repeated applications for payment, and was always met with the reply that, as the action of the Native Land Court had stayed Mr. Young's lease and mortgage, he (Ngakapa) had no funds. In November, 1869, I issued a writ against Ngakapa for the £400; he then, seeing that I was in earnest, asked Mr. C. O. Davis to go with him to Mr. D. J. O'Keefe, and to endeavour to obtain the money for him. O'Keefe agreed to lend the required sum on a mortgage to him of a block of land known as Rangiriri, situate in the town of Shortland. The mortgage was completed, and O'Keefe handed to Ngakapa £400, and Ngakapa, in return for O'Keefe's readiness to oblige him, gave him two allotments in the town. Davis and Ngakapa were then about to leave Shortland, and being uncertain whether they should find me in, left the money with O'Keefe for me, and then called at my office and told me what they had done, and desired me to go at once and get the money from O'Keefe and stay proceedings.

I accordingly saw O'Keefe, who put me off from time to time, until at last I heard that he had put in a plea in the Supreme Court to the following effect:—

1. That Ngakapa was not indebted to me in that sum.
2. That Rice intimidated him into signing.
3. That he (Ngakapa) was intoxicated at the time.

All this O'Keefe did without consulting Ngakapa, and without his knowledge, at the same time that he held the mortgage and the £400. When the case was heard in the Supreme Court, I obtained judgment for £400 and costs, to abide the decision of the arbitrator to whose arbitration the whole of my claim was referred by mutual consent. After great delays the award was made in my favour, for the sum of £560 and costs, amounting in all to nearly £1,000. A portion of this amount, being a little more than the legal costs, was paid in 1870, when fearing that I should lose my portion of the amount, I caused the block known as Rangiriri to be seized and sold. At the sale there was a very small attendance . . . . . and the lots were knocked down to Mr. Myer. Ngakapa's cutter was then seized, and sold for £120, and to conclude the business, Ngakapa agreed to mortgage the Wharekawa Block, 16,000 acres for £430.

Through some omission in the Native Land Court Office, the restriction imposed by the 17th section was not inserted in the Crown grant, and the Chief Judge refuses to give up the Crown grant, to obtain which a lawsuit is contemplated. Out of the proceeds of the sale of land, cutter, and mortgage, I received £201.

Ngakapa had to enter an action against O'Keefe to cancel the mortgage (see memorial registered in Land Registry Office, High Street).

My opinion of the Native Land Act is, that it is too cumbrous and costly in its operations to be a benefit to the Native race—not so much where the Court is itself concerned, as in the large amount of other expenses entailed. I am perhaps only entitled to express an opinion on that portion of the Act which has reference to the survey of Native lands; and as a surveyor of some considerable experience, I express my conviction, that it is there the evil most fatal to the Native interest is to be found. The result of my experience has been to show me, that a Native getting his land surveyed for the purpose of acquiring a title through the Court, has taken the first step towards the loss of his property without gaining an equivalent. There are, of course, exceptional cases.

The surveyor well knowing the delays that may occur, and the risk he takes of ultimately losing his money, usually charges more than double what he would charge for a cash transaction. Then there is a very heavy item, namely, surveyor's attendance at the Court, a fair charge for which alone would often amount to more than the value of the land surveyed. After he has done with the surveyor, there are the interpreters and Native agents to get their share.

Another very costly item, and that leads to much useless litigation, is overlapping surveys, which is very easily remedied.

I would, if any suggestion from me would be worth your consideration, give you a sketch of a plan that I have long thought would work better than the present system of surveying Native lands; it would, at any rate, have the effect of reducing surveyors' charges more than one half.

I am afraid the communication will not be of much service to you, but it will at any rate show you how the Native is liable to be swindled.

I have, &c.,

R. C. JORDAN.

The Hon. Colonel Haultain.

Mr. A. C. TURNER to Mr. T. HEALE.

SIR,—

Tauranga, 20th March, 1871.

I have the honor to inform you that, in the early part of 1867, I was requested by several of the Maketu chiefs to survey certain blocks of land near that place, and declined doing so on account of my not being satisfied about payment. A short time after I was again applied to by these people, and the Native Land Act was produced, where it clearly states that the surveyor can hold a lien upon the land until his account is settled. I undertook the work, relying upon this Act as my security for payment should I fail in obtaining the money in any other way. To carry on these surveys it was necessary for me to borrow money, and to enable me to succeed in this I had to quote the Native Land Act to satisfy the lender that the security was sound; this money was obtained at no less a rate than 12½ per cent. interest.

The blocks surveyed are Papanui, Pukaingateru, Te Rau o Te Huia, and Ohineahuru; the money for these surveys amounts to £350, far too great a sum for me to lose, having a large family to bring up and educate.

So long a time has elapsed since the completion of these surveys (June, 1867) that a number of other surveyors have recently been at work, causing lines to overlap to a great extent, thereby creating