

## MINUTES OF EVIDENCE.

*Mr. Wilson.*

MONDAY, 27TH OCTOBER, 1871.

27th Nov., 1871.

Mr. J. A. Wilson, Agent for Petitioner, attended, and was examined in the matter of the petition of Thomas Craig, of Auckland.

1. *The Chairman.*] I have not got the original agreement entered into by Mr. Craig with the Natives for the purpose of cutting timber on the land mentioned in the petition. The agreement was made with the permission of the Government.

2. I put in a letter from Mohi, the plaintiff in the case *Mohi v. Craig*, who is the descendant of one of the Natives who sold the timber to the petitioner. It is dated 1st November, 1864, and admits the agreement entered into by his mother Riria Poau with Craig. (See Appendix.) This letter was handed to Mohi in the witness-box, and to a question put before being permitted to read it, he replied that it contained his signature, and was in his handwriting.

3. Craig paid as consideration money the sum of £350 for the right to make use of the trees of the forest of Opitonui.

4. No length of time was stipulated in which Craig was to remove the timber off the land.

5. The block is 8,000 acres, and the great bulk of it is covered with these trees.

6. The sum of £350 did not give petitioner the right to use the land otherwise than for the purpose of cutting and removing the trees.

7. The names of the aboriginal natives who entered into the agreement above mentioned were: Riria Poau, Wiremu Hopihona Te Karore, and Paora Matutaera. They were admitted to be the owners of the timber at the time the agreement was entered into, and they and their heirs were the grantees when the land passed through the Native Lands Court, with the exception of Wiremu Hopihone, who was then dead, and no one appeared to represent his interest at the Land Court.

8. Mr. Craig commenced to use the timber in the beginning of the year 1862, and he remained in peaceable possession until March, 1868, when some of his workmen received a notice from Mohi to the effect that they must desist from cutting the timber.

9. In December of 1866 the petitioner sold the property to one Harris, who subsequently failed; and as the conditions of purchase had not been completed, it reverted to Craig in December, 1867.

10. The woman Riria, Mohi's mother, one of the parties to the original agreement, died in December, 1866.

11. The reason given by Mohi for sending the notice was because he alleged that Craig had not completed the payment of his mother Riria's share of the £350.

12. Craig took no steps after the passing of "The Native Lands Act, 1865," to renew his agreement with the Natives, but he did to get the land passed through the Native Lands Court.

13. The land was passed through the Court, 25th January, 1870, by another party, namely Harris, who paid for the survey. Mohi was against Craig at the time of the passing the land through the Court.

14. The title of certificate and Crown grant were issued in favour of Mohi, son of Riria, and Paora Matutaera.

15. To show the transaction entered into by Craig with the Natives was a fair one, Paora has since sold his half of the land to Harris for £200, which includes the growing timber thereon.

16. I put in copies of two letters which appeared in the *Evening Star* and *New Zealand Herald*. One is from H. H. Turton, dated 18th September, 1871, and one from C. De Thierry, dated 19th September, 1871. (See Appendix.)

17. I do not propose to produce evidence with regard to the allegations made in the petition, to the effect that the Natives were instigated by Harris to repudiate the agreement entered into by Craig, but if the Committee desire it I can procure the necessary evidence.

18. The property in question has been sold a second time by the Natives, and all the cut timber and logs, the result of the expenditure by Mr. Craig, have been seized and sold by the Natives.

19. An agreement was entered into between Craig and Harris to the effect that Harris was to take the standing timber on certain conditions. These conditions were that Craig was to be allowed twelve months to remove the fallen timber, and was to be assisted by Harris in getting a legal title from the Natives to the timber in another large bush called Wai-te-Kuri, in the same district; and further, that Harris, under certain conditions, should give him a title to his mill-site, or purchase the mill from him. Six witnesses proved in the Supreme Court that Mohi was a consenting party to this agreement; but Mohi refused to acknowledge this agreement between Craig and Harris with regard to the timber lying on the land at Opitonui, and about the month of May he instituted an action in the Supreme Court, and obtained an injunction prohibiting Craig from interfering with the logs, which had the effect of closing Craig's mill.

20. Mohi and Harris broke the injunction, and they seized the timber and have been for many months cutting it up and selling it. It was seized forcibly, under arms, and at the instance of Craig the Supreme Court adjudged them to be in contempt, and fined them about £30 costs. Subsequently, they cut the timber up, and the Court declined to interfere, when requested to do so by Craig.

21. The injunction was served on Craig in June, 1870.

22. Mohi, in May, 1870, entered an action in the Supreme Court against Craig to recover the felled timber on the land at Opitonui, and for damages for removing and felling the timber, and for