

trespass on the land; the case was tried by special jury, who found, under direction of the Court, three shillings damages for trespass for the plaintiff. But the rest of their verdict was for the defendant, and shows that the timber was cut "with the knowledge and permission of the plaintiff." Their verdict is recited on page 15 of the printed statement of Craig's case, which I now hand in for the consideration of the Committee. I also hand in printed extracts from the local papers, being reporters' notes relating to the case.

Mr. Wilson.  
27th Oct., 1871.

23. I know of other cases of agreements with Natives to cut timber without the authority of law, which have been entered into in the Province of Auckland, in fact it would have been utterly impossible to supply the demand for timber if these agreements had been entirely prohibited by the authorities. There is a case at Tairua, and at Port Charles, and other places where there was no legal title when operations for cutting timber were commenced.

24. There are two ways in which the Legislature could afford the petitioner redress, namely:—

1st. By compensating him for the losses he has sustained on the ground of the injurious *ex post facto* character of the operation of "The Native Lands Act, 1865," in his case, which by its 48th and 75th clauses gave effect to Crown grants being issued without making provision for interests arising out of agreements previously entered into with the Natives owning the lands, and this notwithstanding the Government might have sanctioned such agreements in the manner they had sanctioned Mr. Craig's agreements. The Act invalidated Craig's agreements, and gave Mohi a power to injure him that he did not before possess.

It would appear, according to the preamble of "The Land Purchase Ordinance, 1846," that agreements thus entered into between Europeans and Natives, before 1865, respecting lands, were valid if sanctioned by the Crown.

2nd. To introduce a clause into the new Native Lands Act now before the House, which would validate the ancient agreements that Craig had made with the Natives, in so far as they might be found to be equitable.

25. Mr. McGillivray.] The original agreements between Craig and the Natives are in Mr. Craig's hands. The Supreme Court could not recognize them in any way.

26. The Chairman.] The evidence of Paora Matutaera was to the effect that "the trees of Optonui are Craig's; he has paid for them; we have received his money; I have received his money; Hopihona received his money; and Riria and her children received his money.

Hon. Mr. Mantell attended, and was examined.

Hon. Mr. Mantell.  
1st Nov., 1871.

27. In 1861 I held the office of Minister for Native Affairs. At that time the direction and control of Native affairs vested in the Governor alone, as representative of the Imperial Government; but upon my taking office, or shortly after, the Governor, Colonel Gore Browne, requested me to take the direction of Native affairs, he undertaking to confirm and indorse my actions.

28. In September, 1861, an application was received at the Native Office from Messrs. Craig and Sibbin for permission to purchase timber at Cabbage Bay from the Native owners. This application was refused as being in contravention of the Native Land Purchase Ordinance. On a further application being made by the Native Hata Pata Ngahi to be allowed to sell the timber, I obtained the opinion of the Attorney-General upon the subject, and finding that it was still possible to leave the Ordinance inoperative during the good behaviour of the person proposing to effect the purchase from the Natives, I, as I perceive by my minute of the period, received Mr. Craig or his agent at an interview on the 30th September, 1861. From the papers (N.S., 61-477) before me, and the minutes upon them, I am satisfied that the person who had that interview with me was informed by me of the substance of Mr. Fenton's (the Assistant Law Officer) minute, that *quamdiu se bene gesserit* the Government promised not to appoint an informant to lay informations under the Native Land Purchase Ordinance. This gave them liberty to peaceably occupy the land and cut timber, the effect of this being, as I was advised at the time, precisely the same as a revocable license.

29. The Chairman.] I have no recollection of ever having, during my tenure of office, to take any further steps with regard to this matter.

30. Mr. Wilson.] I have mentioned Cabbage Bay, but as there were no different political considerations affecting other parts in the neighbourhood, I consider that Mr. Craig was justified in regarding the decision of the Government in the one case as sufficient to warrant him entering into similar negotiations on the same tenure in any part of that locality in which he could do so satisfactorily.

31. No trouble was caused by Mr. Craig which obliged me to put in force the provisions of the Native Land Purchase Ordinance.

32. After my interview with the person already mentioned, the papers relating thereto were ordered to be filed.

Hon. Mr. Farmer attended, and was examined.

Hon. Mr. Farmer.  
1st Nov., 1871.

33. The Chairman.] I was foreman of the special jury in the case of Mohi v. Craig, tried in the Supreme Court at Auckland in June last. It appeared from the evidence adduced at the trial that a fair and *bonâ fide* arrangement had been entered into with the Natives by Craig, and with the consent of the Government, for the purchase of a timber forest, and that he (Craig) was in undisputed possession of it for several years.

34. In terms of this agreement with the Natives, Craig had cut down a good deal of the timber.

35. In consequence of the Constitution Act and subsequent legislation, which declared any agreements entered into with Natives (prior to the passing of "The Native Lands Act, 1865") with respect to land illegal, and after the passing of that Act invalid—the Judge ruled that no documentary evidence that Craig had in his possession to establish the *bonâ fide* nature of his agreements with the Natives—could be received. Thus the absence of title deprived him of legal remedy and enabled the plaintiff to take advantage of, and to profit by, his own wrong doing.

36. The Jury were of unanimous opinion that the whole of the logs in dispute belonged to Craig, and that he ought to get them.