

1888.  
NEW ZEALAND.

## LEASE OF CERTAIN LANDS AT MOKAU.

(REPORT OF THE ROYAL COMMISSION APPOINTED TO INQUIRE INTO THE CIRCUMSTANCES OF A LEASE OF LAND AT MOKAU, MADE BY THE NATIVE OWNERS TO MR. JOSHUA JONES.)

*Presented to both Houses of the General Assembly by Command of His Excellency.*

### REPORT OF COMMISSION.

To His Excellency Sir WILLIAM FRANCIS DRUMMOND JERVOIS, K.G.C.M.G., C.B., Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand, and Vice-Admiral of the same.

MAY IT PLEASE YOUR EXCELLENCY,—

We, the undersigned, appointed by a Commission, dated the 21st day of January, 1888, under the hand of the Governor, and sealed with the Public Seal of the Colony, empowering us to inquire into the negotiations between one Joshua Jones and the Native owners of the Mokau-Mohakatino No. 1 Block for a lease of a portion of the said block, and into certain allegations on the part of the said Joshua Jones as to the difficulties which have been thrown in his way by Acts of the Legislature, or of the Government of the colony, or of some of the officers thereof, in completing his title thereto, respectfully submit for your Excellency's consideration the following report of our proceedings and of the opinions we have formed in respect of the several matters and things inquired into by us by virtue of the said Commission.

#### STATEMENT OF CASE AND PROCEEDINGS.

The Commission held its first sitting on Friday, the 22nd day of June, 1888, and has taken evidence at Wellington, New Plymouth, Waitara, Otorohanga, and Auckland. The Commission has also had free access to the record-files of the several public departments which have been connected with the subject-matter of this inquiry. In dealing with Native witnesses the Commission has had the services of skilled interpreters—viz., of Mr. Butler at Waitara, and of Mr. Wilkinson at Otorohanga.

The evidence before the Commission shows that the Mokau-Mohakatino No. 1 Block, containing, according to present survey, about 56,500 acres, passed through the Native Land Court at Waitara on the 23rd June, 1882, on which date a provisional order of ownership was issued in the names of Wetere te Rerenga, a leading chief of the Lower Mokau Natives, and ninety-nine others. Under this order the land is still held, no certificate of title having as yet been issued. The proceedings which have subsequently taken place in the Native Land Court in relation to this block are detailed in the evidence of Chief Judge Macdonald and of Judge Wilson. It appears that the completion of the title has been delayed during six years for want of a survey. An approved plan has now been lodged with the Court in manner prescribed by the Native Land Court Act, and, subject to such objections as may be lodged under that Act, there seems to be no reason why a final certificate of title should not issue at an early date. The land included in the lease to Mr. Jones forms the seaward portion of the block, and contains, by survey, about 28,000 acres. The lease is signed by eighty-one out of the one hundred owners, and also by several who are not named in the order. It purports to be an absolute lease of the land for fifty-six years, with right to mine, cut timber, &c. A plan of the block, showing the leased portion, bordered red, together with a copy of the lease, is appended (Nos. 1 and 1A). Coal is known to exist on some portion of the land, also limestone; but the land is said to be for the most part unsuited for pastoral or agricultural purposes. There is reason to believe that any estimate of value or rental founded on the basis of area only would be entirely misleading.

In consequence of statements which have gained currency as to the manner in which the equitable rights of certain persons originally associated with Mr. Jones in the negotiations with the Natives had been disregarded, we thought it right to hear the statements of these persons—viz., Messrs. Shore, Macmillan, and Holmes. The explanation given by Mr. Jones as to the omission of these persons from the lease appears reasonable, and, as the parties concerned, after taking legal advice, allowed the matter to lapse, we presume they had no case.