

on the mortgage, and the Government threatened to sell the boat if the money was not paid within a certain time. Just about that time the steamer got ashore on the Spit at Mokau Heads. I was sent by the Insurance to get her off, which I succeeded in doing. As soon as ever I got her into Waitara the Collector of Customs at New Plymouth put the bailiffs on board her and had her sold at the Manukau, by which means I lost all my interest in her. My loss by the steamer was about £1,300.

Before I built the steamer, Jones had frequently represented to me that if we could only get a steamer to go up the Mokau River the Natives would open up the district, and we would get a lease of the land, and would work the coal, lime, and ironstone. He told me he had an agreement with the Natives for a lease to him jointly with Shore and Shore's son and McMillan, and that I should have a sixth share of the lease in consideration of my getting a steamer and assisting to get the land through the Land Court; the remaining sixth was to belong to Mr. Stockman, senior. I got an agreement to the effect that I was to have a sixth interest in the lease. That agreement was in Jones's handwriting, and was written by him in my office in Auckland. It was destroyed when my house was burnt at the North Shore a few months since. I never got any interest in the lease. While I was living at Waitara I heard that Jones had got a deed drawn up in his own name. I telegraphed to Mr. Richmond, my solicitor in New Plymouth, to protect my interest in the Mokau lease. He replied by wire that the lease was made out in the name of Jones only, and could not be altered without his consent. I showed the telegram to Shore, and believe that in consequence of it he went to Mr. Standish, of New Plymouth. I asked Jones at the door of the Masonic Hotel, at Waitara, in the presence of two or three persons, if I was to have my interest in the Mokau lease, according to the agreement that he wrote; he said "No." I said he was a scoundrel, and he then cleared out. I afterwards put a notice in the *Taranaki Herald* cautioning the public against dealing with the Mokau lease on account of my having an interest in it. The only reason Jones gave for his conduct in this matter was that it was his money that opened up the Mokau. Soon after the steamer commenced running Dr. Hector went up, I believe, on behalf of the Government to examine the coal. To the best of my recollection the steamer was chartered by the Government for that trip. I do not know of my own knowledge what Dr. Hector reported. On that occasion about sixteen or eighteen tons was got out, and used by the steamer; it was very good steam-coal. I believe it was brought down to the steamer in canoes on account of the rapids. The steamer used to run between the Manukau and Waitara, and only went up the Mokau when word was sent that she was wanted. Shore was to let us know when she was wanted. The steamer was three times chartered by Jones, for which he never paid a penny. The Natives also travelled in the boat for nothing; in fact I never got anything for running to Mokau except the £100 for subsidy and a little freight from Shore. If the coal had been worked as agreed by Jones and party I believe the boat would have paid fairly well.

THURSDAY, 12TH JULY, 1888.

ARTHUR STANDISH, having been duly sworn, was examined, and gave evidence as follows:—

The deed produced was prepared in my office. It purports to be a lease from Wetere to Rerenga and other Natives to Joshua Jones of land between the Mokau and Mohakatino Rivers for a term of fifty-six years. I believe I took the instructions personally from Mr. Jones for the preparation of that lease. I saw no one but Jones in the matter. None of the Natives came to my office before the deed was prepared, and, as far as I can remember, not before it was signed. I did not consider that I was representing the Natives in the matter, or that I was in any way employed by them. The deed was prepared very hurriedly. When the lease was prepared it was taken by Jones from my office. When I again saw it, most of the signatures were attached to it.

I know Mr. John Shore. To the best of my recollection I have never acted professionally for him in relation to this particular land. I have heard read over to me the statement by Mr. Shore as to the interview which he alleges took place in my office with respect to Jones's lease. I will not say positively that it did not take place, but I have no recollection of it, or of the conversation which he refers to.

In my opinion the obstacles in the way of Jones getting a title are—Firstly, the large number of owners, and the impossibility of getting them to be unanimous as to the terms of the lease; and some of them being fanatics, or followers of Te Whiti, who would execute no deed whatever. Secondly, the Acts of 1884 and 1886, which have prohibited dealings with the Native lands, and the interference with the Natives by persons who wish to prevent Jones from obtaining a title.

I think that to give Jones a title would require the assistance of the Legislature to pass an Act with clauses in it similar to those contained in "The Native Land Administration Act, 1886," which enabled parties who acquire partial interests to obtain partition of those interests, and that then the title to the interests so obtained validated. I think it would be an advantage if a clause could be inserted so as, when partition was made, to put the interests of those who were desirous to sell or lease in one block and those adverse in another.

I appeared, with Mr. Hughes, as counsel for Mr. Jones in October, 1887, on an application for a partition of the land. The topographical plan approved by the Chief Surveyor was then put in evidence. One of the grounds on which application was refused was that the necessary time had not elapsed for objection to the boundaries; the other grounds will no doubt be found in the records of the Native Land Court. I would not like to undertake to state them distinctly. I also on one occasion applied to Mr. Wilson, as Trust Commissioner, to certify the deed, which he declined to do, for reasons which he gave in writing. Being dissatisfied with the reasons I lodged an appeal which was not proceeded with, as it was decided to proceed in a different manner.