

lieve he understands the language well. He never said to me that he did not understand the deed, nor did he ask me any questions about it. I myself fully understood the meaning of the deed, and that it was a lease of the land for fifty-six years. I have no doubt that Wetere understood the deed or that Heremia understood it. I cannot undertake to say that they all understood it as I would understand it; but I am sure they all knew it was for fifty-six years, and that it was a lease of the land. There was a discussion amongst the Natives themselves in my presence about the clause in the lease as to taking improvements at a valuation at the end of the term. Wetere thought they would not be able to pay it, and that it was hard on the Natives. Jones said to them that by that time the property would be so much improved that they would be leasing it again, and that the person who came after him would have to pay for the improvements. Wetere was very anxious throughout the whole of the proceedings to get the lease signed, and helped us greatly. Had it not been for him we never could have got the signatures. When the lease was signed Jones paid the Natives £25. It was paid in notes, which were stuck in a split titree stick, and stuck in the ground in the open. When we were passing from one whare to another I saw it standing there after the signing of the lease had been concluded.

I understood that after the proceedings were all over the money was given by the Natives to Heremia. I cannot say whether Jones has made any improvements on the land, or what money he has spent on it, as I have never since been at Mokau. I have frequently seen Wetere and others travelling with Jones to Auckland and other places. I have heard the Natives say that Jones paid their expenses and found clothes for them; but what he spent on them I cannot say; I think however, that he must have been at considerable expense. I think the difficulty was increased at the time of getting the lease by influence which was brought to bear by persons outside. Whilst we were at Mokau, getting the lease signed, George Stockman was there inciting them to make objections to the lease. I also know that a letter was received by Tatana while we were there, telling him that the Natives should have nothing to do with Jones, and that a paheka named Abbot was coming down with lots of money, who would make good terms with them; the letter was either from Mrs. Walker or from Mrs. Brown, the wife of a Mr. Brown (not Major Brown), of Waitara. Mrs. Walker is one of the owners of the land. I do not know that Mrs. Brown has any land there. They are both half-castes. After the deed had been signed at Mokau a duplicate was given to me to get other signatures, if possible. I did not succeed in getting any. There was a Native woman residing at Tauranga, whose signature I believe I could have got had it not been for an alteration in the law, which prevented further signatures being procured. I cannot recollect that woman's name, as I have not my papers with me. With regard to the statement made by Tawhana as to the deed being sent to Waitara for alteration, that referred to Wetere's copy of the lease, which was to be sent to Waitara to get the plan put on, and it was to be taken back to Mokau by Te Ianui. I have never got any signatures to the lease after the passing of "The Special Powers and Contracts Act, 1885." Jones never asked me to do anything further in the matter after that date. I doubt whether any more signatures could have been obtained at that time, as Jones had ceased to be on good terms with the Natives. In January last I was at Cambridge, when Mr. Macdonald, Chief Judge of the Native Land Court, asked me to bring Wetere to him, and in my presence he told Wetere that the Attorney-General was of a different opinion to himself as to the effect of the Act of 1886, and that he had better let Jones know that such was the case. The Chief Judge said that Sir Frederick Whitaker's opinion was that Jones could still get signatures notwithstanding the Act of 1886. While we were in the whare the lease was discussed, clause by clause, in Captain Messenger's presence. As each point was discussed he was very particular in asking if they quite understood it. He asked each person that signed if he understood the meaning of the deed. I thought at the time that he was the most particular Justice of the Peace I had ever been with in dealing with the Natives. The old deed of lease may have been produced in the whare.

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FRIDAY, 29TH JUNE, 1888.

WILLIAM BAZIRE MESSENGER, having been sworn, gave evidence as follows:—

I am Major in the New Zealand Militia, in charge of the Artillery in Wellington. In July, 1882, I was in the Armed Constabulary in charge of the Pukearuhe Redoubt, twelve miles from Mokau. In that month I furnished to the Defence Minister a report in compliance with a request which I received from him by telegram. The report now produced is the one I furnished. [Exhibit No. 5.] To the best of my recollection all the statements contained therein are true. I see no reason to alter anything I have stated in that report. The signatures were all taken on the one day, namely, the 13th July, 1882.

I believe the proceedings commenced by Mr. Grace, the interpreter, translating the lease to the Natives in Maori. Mr. Dalton was also present and Sergeant Gilbert. After the lease had been interpreted, I asked the Natives if they understood that they were giving the lease of this block of land to Jones only, and not to Shore. They said, "Yes." Several Natives asked questions of Mr. Grace, to which he replied. I could understand a good deal of what was said, and can speak Maori well enough to make myself understood. The deed was then laid on the table in the whare and the Natives proceeded to sign; there was no separate explanation to each Native. I cannot be certain that every Native who signed was in the whare at the time the general explanation was given. Wetere, the chief, was present, and told me the names of the Natives as they came up. I knew many of them myself, but not all. Many were inland Natives, who had never, to my knowledge, been down before; I do not know whether Mr. Grace knew the Natives personally. I do not recollect that any women signed. Several children were brought forward to sign, but I would not allow them. In several instances one Native wanted to sign for another, which I would not allow, and it was not done. To the best of my belief all who signed were of full age; in a few cases those who