

came forward to sign asked questions, which were replied to by Wetere and the other chiefs who were there. Several of the Natives, while the lease was being explained, said they understood that they were to use all the land that was not in actual use by the company; they were told yes, I believe, by Mr. Grace, but I will not be certain. In two or three cases I answered them myself. I do not think they would have signed it if they had not been told so. I myself understood, and believe the Natives understood, that they were to have the use of the land except such as was in actual use, or should be required for mining or timber-cutting. I understood it to be a lease for timber-cutting and mining.

I do not believe they understood that it was a lease to give exclusive possession to Mr. Jones of the whole of the land. I certainly did not so understand it. I should think Mr. Grace was two hours explaining the deed to them, but there had been talk between the Natives and Mr. Grace about it for two or three days previously. The proceedings throughout were very orderly, and I saw no drinking going on. Some of the Natives signed by mark.

It was distinctly explained by me to the Natives, at the time of their signing, that the lease was for working mines and minerals and for sawing and selling timber, and not of the land; that is to say, the Natives were to run their cattle and other stock, and enclose growing crops, and live on the land, the company to have the power of making roads necessary for working mines and timber and laying out the township.

I have a distinct recollection that it was told them that it was a mineral and timber lease, and would not affect their rights to cattle-grazing and cultivation. I explained this to them in the presence of Sergeant Gilbert, whom I took with me as having a knowledge of the Native language.

In July, 1883, I obtained from Wetere a copy of the lease, and when I came to read it carefully over it struck me that the terms were not sufficiently clear according to what had been explained to the Natives, and that trouble might arise in consequence. I thereupon wrote to the Native Minister the letter now produced. [Exhibit No. 4.] I have since returned the copy of the lease to Wetere.

There were about one hundred and twenty or one hundred and thirty Natives present at the time the lease was signed. I cannot say that all the Natives who signed were inside the whare at the time the explanation was being given; they all appeared to be attentive while the explanation was going on.

I have just heard read to me Mr. Jones's letter of the 7th September, 1883, addressed to Mr. W. H. Grace. With regard to the statements in that letter, I wish to say that where he states that the old deed (that is, the original agreement to lease to Mr. Shore) was produced before me, and examined by me, is not true.

The first I heard of the old lease, fixing the boundary at Totoro, was a few weeks after the execution of the lease which I witnessed. Mr. Jones came to my camp to see me, and produced a paper from his pocket, saying, "I wanted to show you this lease, which is the same that I showed you at Mokau," and he opened the lease. Directly I saw it I said, "I have never seen this paper before." He said, "Oh, yes! you have." I said, "I would take my oath I have never seen that paper before." He was so positive that I had seen it that I sent for Sergeant Gilbert. Sergeant Gilbert said that he had seen the paper, but he was not aware that I had seen it, or that it was produced in the whare when I was present. I now again state that I had never seen the old lease before that time.

The new lease, when it was first shown to me, also fixed the boundary at Totoro. This was what was objected to by the Natives, and the boundaries were altered to Punirau by Mr. Grace and myself.

The difference between the areas of the two boundaries would be about forty thousand acres.

The deed, if produced, would show the alterations made, which were initialled by Mr. Grace and myself.

---

MONDAY, 9TH JULY, 1888.

TE ORO, and Mr. BUTLER, the Interpreter, having been duly sworn, TE ORO gave evidence as follows:—

I am one of the Natives residing at Mokau Heads. I am one of the owners of the Mokau-Mohakatino Block. I myself claim as far as Panirau. Some of the others claim as far as Totoro; and others as far as Ohura Stream. By others I mean others of my hapu. I know Jones. He has resided at Waihi Settlement, near Mokau Heads, for about six years. I know that Jones claims that the land up to Panirau is his for fifty-six years. I know that Jones has a document which gives him land, but say he obtained it wrongly.

I signed the document. Jones promised me £2 to sign it. I refused to sign for £2, and he promised me £10; then I agreed. The first person who spoke to me about signing the document was a European who was living with Rewi as a servant. That was the day Captain Messenger was at Mokau. It was the day when a number of Natives signed the document. I never heard before that day of any agreement to lease to Jones. I signed the agreement to Shore. The document now read to me is, I believe, a copy of what I signed. I know that Jones's son's name is in it, but not Jones himself. I understood the terms of that agreement, and I do not now dispute them. I was sitting on the beach when the pakeha called me to sign Jones's lease. I got up and went with him to the place where they were gathered. As we came near the place, he asked me to go in and sign my name. The pakeha could speak Maori well; he was known to me as Rewi's pakeha. When I refused to go in, he caught hold of me and tried to get me to go. I pulled away from him, and went in the opposite direction. When the European first asked me to go, he said nothing about signing my name; that is why I went with him. He asked me to come and have some beer. I had some beer. I drank two pannikins. There were two casks of beer, and they were standing in the open air close to the beach. I saw the beer put on the steamer