

1888.  
NEW ZEALAND.

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## 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.

The first question that presents itself is, what was the understanding upon which the lease was signed by the Natives. Three versions of this have been put before the Commission: first, the terms of the deed itself, as drawn up by Mr. Standish, and explained to the Natives by Messrs. Grace and Dalton; second, the terms as stated by Captain Messenger to have been explained to the Natives by him; third, the statements of the Natives themselves, or such of them as have appeared before the Commission.

Of the above alternatives we reject the last, not only on account of its inherent improbability, but also on account of the unreliable character of the evidence given by the Native witnesses, to which we shall hereafter refer. With regard to the second alternative, it was not Captain Messenger's duty, as we understand it, to expound the deed to the Natives, and it was merely a special circumstance, and one which the law did not require, that, through his knowledge of the Maori language, he was able to converse personally with them. The lease is clear in its terms in both languages, with the exception of the slight discrepancy referred to in the evidence of Mr. Butler, and there is no ground for attributing fraud or unskilfulness on the part of the licensed interpreters (Messrs. Grace and Dalton). We think, therefore, that for the purpose of this inquiry we must accept the first alternative, and assume that the lease was understood by the Natives according to its actual purport and effect—viz., as an absolute lease for fifty-six years. Of course we do not commit ourselves to this as a correct legal view of the question.

Without going into a minute analysis of the evidence of the Native witnesses, we may say that we regard their statements generally as unreliable. For instance, the evidence of Wetere te Rerenga and Pumipi Kauparera is directly opposed to that given by them before Judge Wilson on the 24th February, 1887 (Appendix No. 27). The evidence of the other Natives is also unsatisfactory. That of Te Huia, in particular, is contradicted by both W. H. Grace, J. Jones, and Wetere te Rerenga, and is for other reasons incredible.

Of the eighty-five Natives (more or less) who signed the lease in the presence of Captain Messenger, it would be impossible to estimate the precise degree in which the effect of the deed was understood by each individual. Many, no doubt, signed because the leading men did, and would be equally ready to affirm or repudiate the transaction according to the policy of the hour.

The statements made by some of the Natives as to the drinking which is alleged to have taken place at the Native settlement during the negotiations for the lease are, in our opinion, for the most part untrue, or, at all events, greatly exaggerated. Apart from the evidence of Messrs. Jones, Grace, and Macarthy, we consider that the presence of Captain Messenger as an attesting witness is a sufficient guarantee that the deed was not signed by any Native who was in an unfit condition to do so.

We now come to the question of the survey. There appears to be no doubt that, in the ordinary course, after the land had passed the Native Land Court it would have rested with the persons interested to get the survey made without the interference of the Government. Had this course been followed in the present instance, and had Mr. Tole been allowed to proceed with the survey in 1882, there is reason to believe that all that was required would have been effected without difficulty or delay. Judging from the evidence, the temper of the Natives at that time was favourable to the survey. (See telegram of Rewi Maniapoto, and agreements by Natives—Nos. 6, 39, 39A—also evidence of Mr. Humphries.) The fact also of the Court being held at that time with the consent of the principal Natives seems to imply an understanding on the part of the Court that the surveys would be permitted to proceed.

In September, 1885, it happened that the Survey Department for its own purposes required that the dividing-line between the Mokau-Mohakatino No. 1 Block and the "Rohe-potae," or "King Country" Block, should be defined, and instructions were given for the survey to proceed as a Government survey. By this time the clause in "The Special Powers and Contracts Act, 1885," in favour of Mr. Jones had been passed. The proceedings of the Survey Department from this date, commencing with the expedition of Mr. Skeet to Mokau in December, 1885, are detailed in the evidence of Messrs. Humphries, Skeet, and Dalziel.

Starting from this point, and taking it as apart from the original stoppage of the survey by order of the Native Minister, the evidence given by Mr. Jones involves a distinct charge against the Survey Department. In effect, he alleges that, through the action of the officers of the department at New Plymouth in fixing the starting-point of the landward boundary at the mineral spring to the westward, instead of that to the eastward of Totoro (which action was all along protested against by him), the boundary-line was brought into apparent conflict with the terms of the order of Court by which the boundaries of the block were originally defined; that, in consequence of this, and of attempts made by officers of the Survey Department to find another boundary-line, the question was unnecessarily opened, and the minds of the Natives unsettled; that, after a long delay, the department finally conceded his contention, and made a survey accordingly, which survey is the basis of the plan now lodged for exhibition in the Native Land Court.

It is undoubtedly the fact that, after long dispute, the eastern boundary has now been surveyed in accordance with the line so persistently contended for by Mr. Jones. It is difficult, however, to estimate the degree in which this particular misunderstanding contributed to the sum-total of the difficulty. Mr. Humphries alleges that no survey could have been made at that time on account of the opposition of the Natives. (See his reports to the Surveyor-General—Appendix Nos. 14, 15, 16.) Mr. Jones, on the other hand, alleges that the opposition, so far as it really existed, was occasioned by the action of the Survey Department, and complains of unfairness and bias in Mr. Humphries' reports of his conferences with the Natives, at which conferences he (Jones) was not represented. It must be remembered also that these conferences had relation to a new boundary-line much further to the eastward, and involved an entire departure from the terms of the original order of Court of June, 1882, which order, it may be presumed, was at the time understood by the leading Natives and should not lightly have been disturbed. Mr. Humphries explains that his

action was the result of a consultation between the Chief Judge of the Native Land Court and the Assistant Surveyor-General, and produces his written instructions to that effect. It must be presumed, however, that the Chief Judge and Assistant Surveyor-General were influenced in their decision by information furnished to them by the Survey Department at New Plymouth, an officer of that department having been sent to Auckland expressly to afford such information.

The truth appears to be—and it is in accordance with the strange fatality which seems to have attended every step in this business—that the Survey Department was misled by a topographical map of the district, which led them to believe that the mineral springs near Totoro were both equally impracticable as starting-points for the eastern boundary. Subsequent actual survey proved that the map was in error as to the course of the Mokau River and its relation to the eastern spring—that is, the one contended for by Mr. Jones. But what he really complains of is that the Survey Department interfered in the matter at all. He alleges—and we see no reason to doubt it—that it was from the first an understanding between him and the Natives that the survey was to be procured and paid for by him. The survey was finally completed by the Government, which Mr. Jones explains was done at his request, his means having become exhausted.

In connection with the question about the eastern boundary, it is of a piece with almost everything else in connection with this business that the plan on which the original order of the Court was based, and which was exhibited for that purpose in the Court at Waitara, has been lost, and is alleged to have been stolen from the post-office at Auckland.

With regard to the action of the Native Land Court in dealing with the several applications made by Mr. Jones and those of the Natives who were acting with him in the endeavour to complete the title, we have no material for making a comparison between the manner in which these applications were dealt with and that in which similar applications by other persons have been treated. So far as we can judge, however, the chief difficulty throughout has been the want of a survey. It must, of course, be regarded as an unfortunate occurrence that the opinion of the Judge of the Court should have come into collision with that of the Surveyor-General in the matter of the topographical map produced before the Court at Waitara in October, 1887. (See decision of Judge Wilson, Appendix No. 29). We do not know how the law of the case may stand, but if, as we infer from the Surveyor-General's evidence, a map such as that produced to the Court on the occasion in question would, for all practical purposes, have been as good as a regular field-survey it follows that a reform may be made in the practice of the Court in this respect, and all legal obstacles (if any) in the way of the reception of such plans should be at once removed.

We do not think that the persons interested in the lease have sustained any actual injury through the passing of "The Native Land Administration Act, 1886," inasmuch as the better opinion appears to be that the last-mentioned Act does not repeal the clause in Mr. Jones's favour in "The Special Powers and Contracts Act, 1885." Neither do we think that the telegrams of the Chief Judge, referred to in his evidence before the Commission, actually prevented any one from signing the lease. At the same time, the fact that such an opinion was given could hardly be without its effect, and perhaps, after all, the question as to the construction of the Act is an open one.

In dealing with the case it should be taken into consideration that Mr. Jones originally entered into these negotiations with the sanction and encouragement of the Government of the day, as expressed in the letter of Mr. Sheehan of the 29th April, 1876, Appendix No. 43, and that his services at that time in assisting to open up the Mokau District were regarded as worthy of special acknowledgment. He has now been upwards of twelve years engaged in these negotiations, and has certainly, so far as we can see, done everything possible on his part to bring them to a successful termination. We call attention, moreover, to the evidence given by him as to chances of making a profitable use of the lease, which have, as he alleges, been lost to him through inability to complete the title.

To summarise the case, the special difficulties which Mr. Jones has had to contend with outside those ordinarily attendant on transactions of the like nature may be stated as follows:—

- (a.) The stoppage by the Native Minister of the survey in 1882.
- (b.) The action taken by Captain Messenger, and its effect in impeding the completion of the title. (For instance of this see the evidence of Judge Wilson.)
- (c.) The passing of "The Native Lands Alienation Restriction Act, 1884."
- (d.) The ambiguity of the terms of the original order of the Court, and the special difficulties which it developed in connection with the error in the topographical map referred to in the evidence of Mr. Humphries.
- (e.) The action of the Native Land Court at Otorohanga in October, 1886, in unsettling the boundaries and ownership of a large portion of the Mokau-Mohakatino No. 1 Block.
- (f.) The doubt (whether well founded or otherwise) cast upon Mr. Jones's position by the passing of "The Native Land Administration Act, 1886," and by the telegram of the Chief Judge referring thereto.

The evidence upon which the foregoing statements are based, together with the documents herein referred to, are forwarded herewith, and form an Appendix hereto.

#### R E P O R T .

In reply to the questions submitted to us, we report as follows:—

1. There is no positive evidence that any of the Native owners of the Mokau-Mohakatino No. 1 Block were prevented from signing the lease to the said Joshua Jones by reason of the passing of "The Native Lands Alienation Restriction Act, 1884." But there is evidence (and it may be taken as a natural inference) that, in consequence of the passing of the said Act, all further attempts to obtain signatures were at that time abandoned.

2. So far as the said Joshua Jones has failed to complete his title under the clause in the Special Powers and Contracts Act enabling him in that behalf, such failure has, in our opinion, resulted from the unwillingness of the outstanding Natives to sign the lease, or from other causes beyond the proper control of the Government or of the Legislature. So far as the law is concerned, there appears to be no reason at the present time why the said Natives should not sign the lease if they were willing to do so. We say this on the assumption that "The Native Land Administration Act, 1886," does not supersede the clause in the Special Powers and Contracts Act; but if there is really any doubt on this point it should be removed.

3. Until the signatures of all the Native owners have been obtained, or until partition of the land has been effected by the Native Land Court, the said Joshua Jones cannot obtain a title to any specific portion of the block. The difficulty in the way of a partition hitherto has been the want of a survey. This want has now been supplied, and the matter thereby brought a stage nearer to completion; but there are still many obstacles in the way of the settlement of the title, as to some of which, at all events (*e. g.*, the power to apply for a partition), the assistance of the Legislature might legitimately be invoked.

4. There is a consensus of evidence that a survey would have been effected in the latter part of 1882, or thereabouts, had it not been for the action of the then Minister for Native Affairs (Hon. Mr. Bryce) in stopping the same. Also, that such survey might at that time have been effected peaceably, and without opposition from the Natives.

5. If we were able to agree that a survey of the eastern boundary-line could at any given time or times other than in 1882, or thereabout, have been made without endangering the peace of the district we should be in a position to say to what extent the action of the Survey Department, as apart from that of the Native Minister, had contributed to the delay in the completion of the title. We cannot, however agree that such a survey could, until recently, have been made, or that it would have been prudent to have attempted it. Neither do we think that the opposition of the Natives was the result of any action of the Survey Department. The proceedings in 1885-86, to which Mr. Jones particularly objects, may have given emphasis to the opposition, but was not, in our opinion, the cause of it.

6. Except as aforesaid, and except as to any unascertained effect which the telegram of Chief Judge Macdonald to Wetere te Rerenga may have produced on the minds of the Natives, we cannot identify any act of the Legislature or of the Government, or any improper action, mistake, or neglect of any officer thereof, as having prevented, or materially hindered, the said Joshua Jones from completing his title. In so saying, it must be understood that we do not assume to review judicial acts or decisions of the Native Land Court. Neither do we regard Captain Messenger as an officer of the Government in respect of his connection with this business, seeing that he acted at the request of the parties themselves, in his capacity as a Justice of the Peace, and was in no way properly concerned therewith in his capacity as a Government officer.

7. Considering the exceptional nature and circumstances of the case, the said Joshua Jones is, in our opinion, entitled to any assistance which the Legislature can accord, having regard to the just rights and interests of the Natives. Nor has there been any such dilatoriness on the part of the said Joshua Jones in prosecuting his negotiations as to disentitle him, and those claiming through him, to such assistance. But, on account of the difficulty of the case, we consider that any suggestion as to the specific form which such assistance should take must proceed from Mr. Jones himself or his legal advisers. We need hardly say, however, that any suggestion having for its object to supersede the functions of the Trust Commissioner, or the provisions of the law in force at the time of the signing of the lease with regard to dealings by minors, should be regarded with great jealousy; also, that the effect of Captain Messenger's evidence would have to be carefully considered.

8. It may, no doubt, with some force be objected that the introduction of intoxicating drink into a Native settlement in connection with a land-transaction is in itself an action that should disqualify for assistance or sympathy from the Legislature. We do not defend what was done in that respect. We do not believe, however, that the beer was intended to be used for any improper purpose in the way of obtaining signatures to the deed. It must be remembered, moreover, that Mr. Jones's dealings on this occasion have already received recognition from the Legislature, and that at least one person states that he has acquired interest therein in reliance upon such recognition. (See evidence of Mr. William Bayley.)

9. The said Joshua Jones has undoubtedly sustained serious loss and injury through inability to make good his title; but we are unable to form any pecuniary estimate thereof.

10. With regard to the question propounded in the Commission, as to whether the said Joshua Jones is entitled to any "redress" from the Government of New Zealand, it is not clear to us whether the question refers to the legal or to the purely equitable aspect of the matter. If the former, it is a question for the Law Officers of the Government; if the latter, we do not well see how the equitable view of the case can be discussed until the legal position has been defined, and until it has been ascertained whether Mr. Jones has any, and, if so, what, legal rights in the matter. The term "redress," we presume, includes compensation. With regard to suggestions for special legislation, we recommend that, before any such are accepted, the evidence of Captain Messenger should be submitted for legal opinion as to its probable effect upon the transaction in point of law.

11. As regards any question of compensation which may arise out of the matters aforesaid, it is, of course, essential that the Government should be fully informed as to the considerations which influenced the stoppage of the survey in 1882. We regret that, owing to the absence from home of the Hon. Mr. Bryce, we were unable to obtain his evidence at the time we endeavoured to do so. The time at our disposal since then has been very fully occupied; nor could we, until a recent stage of the inquiry, form an estimate of the bearing and possible importance or otherwise of his evidence.

The want of it, however, need not preclude any relief to Mr. Jones in the way of legislation, if any such be possible. We do not suppose that any evidence given by Mr. Bryce would be essentially different from that given by him before the Public Petitions Committee on the 15th July, 1885, the minutes of which have been put in evidence before us.

Given under our hands and seals at Wellington this 20th day of August, 1888.

(L.S.)	G. B. DAVY.
(L.S.)	J. M. ROBERTS.
(L.S.)	HAMUERA MAHUPUKU.

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APPENDIX.

The following are the names of the witnesses who gave evidence before the Commission, and whose evidence is appended: John Shore, Robert Macmillan, E. W. Stockman, James Holmes, Arthur Standish, W. H. Grace, W. B. Messenger, Te Oro, Takirau, Pumipi Kauparera, Huia te Reira, Pukatea Pupurutu, Heta Tokiriki, Te Ohu Rema Rata, Parehuakerua, Hinehoea, Kau, Ngawakaheke, Tawhana, Wetere te Rerenga, Eugene Macarthy, John Edwin Macdonald, James A. Wilson, James McKerrow, Thomas Humphries, Harry May Skeet, Peter Dalziel, James Russell, T. Morrin, N. S. Walker, Charles Brown, Annie Walker, Henry Brown, William Bayley, Joshua Jones, W. J. Butler, H. Otterson.

*List of Exhibits referred to in Evidence.*

1. Copy of plan and lease, Mokau-Mohakatino No. 1 Block. 2. Copy of order of Court. 3. Application for partition. 4. Letter, Major Messenger to Defence Minister. 5. Report of Major Messenger. 6. Telegram from Rewi Maniapoto, 10th August, 1882. 7. Telegram, Mr. Tole to Mr. Humphries, 13th September, 1882. 8. Letter of instructions, Surveyor-General to Mr. Humphries, 18th April, 1884. 9. Letter, Joshua Jones to Mr. Humphries, 19th May, 1884. 10. Memorandum, Surveyor-General to Mr. Humphries, 13th June, 1884. 11. Letter, Mr. Skeet to Mr. Humphries, 14th December, 1885. 12. Report, Mr. Skeet to Mr. Humphries, 21st December, 1885. 13. Letter, Joshua Jones to Mr. Humphries, 28th December, 1885. 14. Report, Mr. Humphries to Surveyor-General, 5th January, 1885. 15. Report, Mr. Humphries to Surveyor-General, 26th January, 1886. 16. Report, Mr. Humphries to Surveyor-General, 29th January, 1886. 17. Copy of lease, Heremia to Jones. 18-25. Correspondence between the Surveyor-General and Mr. Humphries. 26. Copy of agreement between Natives and Shore. 27. Copy, notes of evidence taken by Judge Wilson. 28. Copy of decision by Trust Commissioner. 29. Copy of Judge's decision *re* topographical plan. 30. Account rendered by Mr. Hamerton to McMillan. 31. Account rendered by Jones to McMillan. 32. Deed of settlement, Jones with McMillan. 33. Sketch-plan of block. 34. Letter, Shore to Jones. 35. Telegrams, Mr. Grace to Joshua Jones. 36. Copy of telegram, Jones to Hon. J. Bryce, 19th September, 1882. 37. Jones to Judge Fenton, 19th September, 1882. 38. Agreement between Jones and Te Rerenga, with documents attached. 39. Agreement by Natives to permit survey. 40. Letter, Surveyor-General to Jones. 41. Telegram, Mrs. Walker to Mr. Brown. 42. Letter from Mr. Lawrie *re* minors, 21st May, 1883. 43. Mr. Sheehan's letter, 29th April, 1879. 44. Mr. Carrington's memorandum, 19th May, 1885.

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## COMMISSION.

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The UNDER-SECRETARY, Native Department, Wellington, to Messrs. G. B. DAVY, ROBERTS,  
and MAHUPUKU.

GENTLEMEN,—

Native Office, Wellington, 21st June, 1888.

I have the honour, by direction of the Hon. the Native Minister, to forward herewith a Commission, signed by His Excellency the Governor in Council, and issued under the seal of the colony, appointing you to be Commissioners to inquire into the case of Mr. Joshua Jones, of Mokau.

I have, &c.,

G. B. Davy, Esq., Registrar-General of Land and Deeds;

T. W. LEWIS,

Lieut.-Colonel Roberts; and

Under-Secretary.

Hamuera Mahupuku, Esq., Assessor, Native Land Court, Wellington.

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WM. F. DRUMMOND JERVOIS, Governor.

To all to whom these presents shall come, and to GEORGE BOUTFLOWER DAVY, Registrar-General of Land and Deeds, JOHN MACKINTOSH ROBERTS, Lieutenant-Colonel, New Zealand Militia, and HAMUERA MAHUPUKU, Assessor of the Native Land Court.  
Greeting:

WHEREAS by an Act of the General Assembly of New Zealand, intituled "The Special Powers and Contracts Act, 1885," it was, among other things, enacted that the Governor might, for the reasons set out in the schedule to the said Act (No. 17), by notice in the *Gazette*, declare that a parcel of land bounded on the north by the Mokau River, on the south by the Mohakatino River, on the west by the sea, and on the eastward by a line drawn from the mineral spring at Totoro, on the Mokau River, due south to the Mohakatino River, should be, and be deemed to have been, excluded from the schedule to "The Native Lands Alienation Restriction Act, 1884;" but so only that the said Joshua Jones should be entitled to complete the negotiations entered into by him with the Native owners of the said land for a lease thereof for the term of fifty-six years, and that the said lease should or might be validly made for the said longer term: And whereas it has been alleged by the said Joshua Jones that he has been prevented from pursuing and completing his negotiations by reason of the provisions of "The Native Lands Administration Act, 1886," also by reason of certain actions of the Government of New Zealand; and it has, on the other hand, been alleged that the said Joshua Jones has not taken reasonable steps to enable advantage to be taken by him of such enactment. And whereas it is considered expedient to ascertain whether the said Joshua Jones has been prevented by any action of the Legislature of New Zealand, or of the Government thereof, or any of its officers, from acquiring the leasehold title to the aforesaid land; and also whether the said Joshua Jones has suffered any wrong through any of the matters aforesaid; and, further, whether the said Joshua Jones is entitled to obtain any redress from the Government or Legislature of New Zealand, and, if so, of what nature and to what extent; and, further, whether the non-completion of the title of the said Joshua Jones to the lease aforesaid has not arisen from his own dilatoriness or the unwillingness of the Native owners to complete the same, or from any other cause beyond the proper control of the Government: And whereas it is expedient that all the circumstances connected with the proceedings of the said Joshua Jones in reference to the said lease, and also of such other persons, whether officers of the Government or otherwise, who have been engaged or concerned in transactions in relation thereto, should be fully inquired into and reported on: Now, therefore, know ye that I, William Francis Drummond Jervois, Governor of the Colony of New Zealand, by and with the advice and consent of the Executive Council of the said colony having confidence in your knowledge, ability, and integrity, and in pursuance and exercise of the power and authority conferred upon me, do hereby appoint you, the said

GEORGE BOUTFLOWER DAVY,  
JOHN MACKINTOSH ROBERTS, and  
HAMUERA MAHUPUKU,

to be Commissioners for the afore-mentioned purposes, and generally in the premises to make all such inquiries and investigations as may be necessary to give full effect to the object and intent of

this Commission; and for the purposes of this Commission you are hereby empowered to call before you and examine all papers, or any person or persons, by oath or otherwise, as you may think able to afford you any information in relation to the premises; and you are hereby required to report your opinion on the same; and I do hereby, by and with the advice and consent aforesaid, require you within two months after the date of this Commission, or as much sooner as the same can conveniently be done, using all diligence, certify to me under your hand and seal your several proceedings, and your opinion touching the premises; and, with the like advice and consent, I do hereby declare that this Commission shall continue in full force and virtue, and that you, the said Commissioners, shall and may from time to time proceed, in the execution thereof although the same be not continued from time to time by adjournment.

Given under the hand of His Excellency Sir William Francis Drummond Jervois, Lieutenant-General in Her Majesty's Army, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Companion of the Most Honourable Order of the Bath, Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies, and Vice-Admiral of the same; and issued under the Seal of the said Colony at the Government House, at Wellington, this twenty-first day of June, in the year of Our Lord one thousand eight hundred and eighty-eight.

(L.S.) E. MITCHELSON.

J. W. FORTESCUE,  
For Clerk of Executive Council.

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## MINUTES OF EVIDENCE.

MONDAY, 9TH JULY, 1888.

JOHN SHORE, having been sworn, gave evidence as follows:—

I was formerly a brickmaker. I came to the colony in 1854, and up to 1859 I resided in New Plymouth. About November, 1859, I was working on a road contract at Parininihi, near the White Cliffs, about thirteen miles from Mokau Heads, and had occasion to go to the Mokau Heads to get supplies. It was then that I became acquainted with the Natives there. I noticed that there was good clay for brickmaking, and shortly afterwards, having terminated my contract, and having nothing else in view, I went to Mokau to arrange with the Natives to work the clay and establish a brickyard on the Mokau River. Two of the principal Natives, Tati and Takirau, went up with me to New Plymouth to get an agreement drawn up by the Rev. Mr. Whitely, and there was an agreement drawn up under which I worked for a time and made bricks. I made from twenty-five thousand to thirty thousand, some of which I brought up to New Plymouth.

In 1860 the war broke out, and the Natives would no longer work the schooner to New Plymouth, so that I had to give up the brickmaking. I remained at Mokau Heads for a few months, until the beginning of 1862, when I told the Natives I would have to go back to New Plymouth, as there was nothing to be done there. I did return to New Plymouth, and remained there for some time.

About 1874 I took a hotel at the place now known as Lepperton. About May, 1875, Mr. Joshua Jones and another man named McMillan were staying at my hotel for the night. While they were there I received a letter from Wetere, saying that the Natives wished me to come down to Mokau to have a talk about some land they wished me to lease. Jones got to know of this, and began to question me about it, and, having found out that I was going to see the Natives, he wished to go with me. Finally it was arranged that Jones and McMillan should go with me, and we went to Mokau accordingly, where we were met by Wetere and other Natives.

On the day we arrived I was in a tent which the Maoris had put up for me, and overheard a conversation between Jones and Wetere. Wetere could speak and understand English pretty well. Jones had told me that he had only been two or three months in the country. I heard Jones ask Wetere what land he was going to let me have. Wetere said he did not know yet. Jones said what was the good of letting me have land at all because I had got no money. Wetere said, "Have you got plenty?" Jones said, "Yes; about £16,000." Wetere said, "Has your mate got any?" Jones said, "Yes, about £8,000." Wetere asked Jones how much I had got. Jones said that I had got nothing. This conversation took place close to the tent. I heard it distinctly. We remained at Mokau two days. I never spoke to Jones about this conversation I had overheard. There was a good deal of talk with the Maoris, but nothing settled. We all returned together to Lepperton.

Perhaps about two months after that Epiha and Takirau came to my place at Lepperton. Jones, I believe, was at the time in New Plymouth. The Natives said they had come to finish the arrangement about the land, as to where the boundary should be. At that time I could speak Maori pretty well, but my son was able to speak it better, and most of the conversation was carried on through him. My son has since been drowned in the Mokau River. The Natives remained perhaps nearly a week, and I sent word to Jones in New Plymouth that the Natives were at my place. Both he and McMillan came out to Lepperton; the result was that we all went together to New Plymouth and had an agreement drawn up, of which the document I now produce is a copy. [Exhibit No. 26]. The copy produced is in Mr. Stockman's handwriting. It was drawn up by Mr. G. Hammerton. It was for some time in my possession. It was signed by Epiha and Takirau. No other Natives signed it. That was the first agreement made about the lease of land at Mokau on my account.

Mr. Jones subsequently got possession of the original agreement, and I have never since seen it, except once on the table in Mr. Standish's office. I gave it to Jones, as he represented that he would be able to get some influence that would assist us. I remained at Lepperton for about a year after the agreement was signed, during which time the Natives more than once came to ask me to go to live at Mokau. I was keeping a store at Lepperton in connection with the public-house, and they wanted me to keep a store at Mokau.

About the beginning of 1876 I gave up my business at Lepperton, and removed with my family to Mokau, and put up a house on ground which was given me by the Natives for the purpose. I opened a store and carried on dealings with the Natives, buying cattle and pigs from them. During that time Jones visited me at Mokau frequently. Mr. McMillan came sometimes, and subsequently came to live at Mokau, and the Natives put up a whare for him near my house. Owing to some disagreement between Jones and McMillan about money matters, McMillan left Mokau. I had become aware of the existence of coal and lime on the banks of the Mokau River. I knew that there was coal there before Jones had anything to do with the matter, and mentioned it to him.

About three or four years after I went to live at Mokau. I went up to Auckland to see Messrs. Holmes, of the North Shore, about getting a steamer for the Mokau. I went by agreement with

Jones, who said that he would be his share towards the steamer. I took his word for it that he had means to do so. I said if we could get Holmes to take half share in the steamer the expense would not be to us above £800, and asked if he could manage that. He said, "Yes, decidedly." I did arrange with Holmes on those terms; and on their assurance that the cost to us would not be above £700 the steamer was built and brought round the North Cape to the Manukau, and at the request of Messrs. Holmes my son went up to Manukau to pilot her into Mokau River. When the boat was nearly finished I received a letter from Messrs. Holmes, telling me that they wanted £700 from me. Mr. Jones was then at New Plymouth. A few days afterwards he came down to Mokau, and I showed him Holmes's letter, and asked him to give me a cheque for £700 as he had promised. It had been previously arranged between us that Jones was to find all the money for the steamer, and I was to find money to carry on a store. Jones said he had not got seven hundred pence. I told him it was very hard he should have led me astray like that, as I had passed my word to Messrs. Holmes for the money. He said they could go to hell and wait for their money. I could get no money from him. I was so much put about that I had very little further conversation with him.

The steamer was brought down, and ran for some time between Manukau and Mokau; and, so far as I know, the Holmes's were never paid for it. It was about six years ago that Jones first came to live at Mokau—that was after he had obtained his present lease. Jones had not told me that he was going to get that lease prepared. He said nothing to me about it until afterwards, when he said he had got a lease of the land, and would have me out of it.

I was present outside the wharf when the document was signed, which Jones claims as a lease. I had heard from the Natives that they were going to give Jones permission to work the coal and lime; they said nothing about the timber or about any lease of the land.

The document that was signed in Captain Messenger's presence I suppose related only to the coal and lime. Heremia, who is a leading man at Mokau, distinctly told me on the morning of the signing of the document that the Natives were only going to give Jones permission to work the coal and lime for a certain time until the money was enough to pay the cost of surveying and of putting through the Land Court the Poutama Block, and that Jones would then have to get a fresh arrangement. I did not hear Mr. Grace explain the deed to them. Had I known that the agreement was a lease of the land I should have protested against it on account of the agreement in which I was interested.

After the Natives had signed Jones's lease, Captain Messenger asked me if I knew that my name was not in it. I said, from what I had heard, I believed it was not; but that Heremia had told me that he would make it right for me. I was not at that time on speaking terms with Jones. I had my suspicions that what was going on was no good for me. I should explain that, after Jones had given instructions to Mr. Standish to prepare a lease, I was told by Mr. Holmes that Jones was getting a new deed drawn up in his own name. Mr. Holmes had by that time come to reside at Waitara. I went up to New Plymouth to see Mr. Standish, and know the truth of it. He admitted that Jones had given instructions to have a new deed prepared. I saw the original agreement at that time on the table, and called Mr. Standish's attention to it. He had his elbow on it at the time. He said that Jones was a better business-man than I was. I said, "If you call that brotherly love, I have done with it." This took place in Mr. Standish's own office in New Plymouth. I used those words on account of our both being Freemasons. Mr. Standish must have understood that I was protesting against the new deed. I did not go inside the wharf while it was being signed, so I cannot say what took place. After the deed was signed I heard Mr. Grace ask the name of the boundary. He asked Heremia, who was sitting just inside the wharf. Jones jumped up and said "Totara." I presumed he meant Totoro. Heremia jumped up and came to me outside the wharf; he said, "This is a bad man; he is stealing the land from under my feet. Do you know any way by which he can be stopped?" I said, "You did not ask my advice when you were taking the land away from me; now you can go and talk to Captain Messenger and see what he says." He did so, and Captain Messenger told him in my presence that if Jones was doing anything that was not right, he should write to the Judge of the Trust Court not to pass anything until the Natives were all agreeable. Captain Messenger was stopping at my house at the time, and in the evening he asked me if I was aware that my name was not in the new deed. I told him from what I had heard from the Natives I had believed not; but that I had Heremia's word for it that it would be all right. This was all that took place with reference to the signing of the deed.

I have heard that the boundary was altered from Totoro to Panirau; but I know nothing of it myself. I have remained at Mokau ever since, and am still living there; but in consequence of molestation by Jones, and of actual violence, I have removed to the other side of the Mokau River. Jones is a much younger man than I am. Jones has been living at Mokau for about six years. He lives in a raupo wharf nearly a quarter of a mile from the beach. He has only a small garden—perhaps a quarter of an acre; no other cultivation of any sort. I know the place where the coal is on the south bank of the Mokau River. Three or four years ago Jones made arrangement for working the coal. There were some three or four men employed, who got out a few tons of coal. There was no shoot erected or any permanent work done. The men were working at it perhaps for two or three weeks. As soon as Heremia heard of it he came with his people and threw the coal into the river. The people who were working there then left, and nothing has been done there since. After that he had two men there getting limestone. They got a few tons, which was never taken away.

There is a mineral-spring on the south bank of the river, nearly opposite Totoro, and another, also on the south bank, at Mangapohue, a long way down the river. The last-mentioned spring, which is called by the Natives Waipirau, is about fourteen miles in a straight line from the mouth of the river; and that was the point which was intended in the original agreement. It is

perhaps about twenty-four miles by the winding of the river. It is a much smaller spring than the one at Totoro, and is a constant spring. You would call it a mineral-spring if you were to taste it.

A line taken south from the lower mineral-spring to the Mohakatino would include the principal coal- and lime-beds, or, at least, all those I know of. The land towards Totoro is much more valuable than that down the river; the country is more open and more level. The country generally below Totoro is very broken and hilly, and gets rougher towards the Heads. It is mostly heavily-timbered country. There are all sorts of timber. The principal valuable timber is white-pine. The ranges are covered principally with black-birch and honeysuckle. I would not say the land was much good for agricultural or grazing purposes, except a few flats here and there. There is some totara on the land; it is principally on the upper part towards Totoro. I consider that the timber on the upper portion of the block above Mangapohue is the most valuable.

The reason that I made no protest against the signing of the lease after what passed in Mr. Standish's office was that I was so put about that I did not know what to do, and that I thought it was better to have no dealings with Jones of any sort after what had occurred. I also depended on Heremia's promise to see me right. I have had very little to do with law or legal documents. I did not see the new lease when I was in Mr. Standish's office, nor did I know anything of its contents except that I had been told by Holmes that it was a deed to put me off the land.

For some time after the lease was signed the Natives at Mokau Heads agreed pretty well with Jones, and at his instigation, as I have been informed by them, they drove off my cattle to the pound at Urenui, by which I lost a great many of them; and they have killed or sold others of my cattle.

The Natives are not now on good terms with Jones. I know that several attempts have been made to survey the boundaries, but the Natives have told me that no boundary had been agreed on, and that they would oppose any survey on Jones's account. Both Te Oro and Takirau have told me so.

I believe Wetera was the Native principally concerned in making the new arrangement with Jones.

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TUESDAY, 10th JULY, 1888.

JOHN SHORE recalled.

I saw one cask of beer on the beach the day the deed was signed. There may have been more, for all I know. I should think it was a thirty-six gallon cask. There was a pannikin under the tap, and it was free for any one to help themselves. I saw some of the Maoris drink. I saw Takirau drinking. He was not drunk at the time I saw him, about midday. I know that very little would make him drunk. I have seen that several times. I did not stay long where the drinking was going on. I cannot say whether any of the Maoris were intoxicated or not.

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WEDNESDAY, 1st AUGUST, 1888.

ROBERT McMILLAN, having been duly sworn, gave evidence as follows:—

I am a farmer, at present residing in Tiriki Road. I was at one time a partner with Jones and Shore in an agreement for a lease of land at Mokau. Mr. Jones and I were fellow-passengers from Australia to this colony in March, 1876, or somewhere about that time. I had no acquaintance with Jones until after we landed in New Plymouth, when we arranged to go together to look for land. We went first to the place now known as Lepperton, and stayed there for one night at an hotel kept by John Shore. Whilst there we got into conversation with Shore, and heard from him that there was land to be got at Mokau, and that he was acquainted with that district.

Jones and I visited Hawera and Patea together, and in two or three weeks returned to Shore's house, and asked him to come with us to Mokau, so that we might see what the land there was like. Shore agreed to come with us, and about three weeks afterwards Jones, Shore, Shore's son, and I went overland to Mokau, and had an interview with Wetera and other Natives there, Shore's son acting as interpreter. We came to no arrangement with the Natives at that time, but about two months afterwards two Natives came with a letter to Shore to say that they were prepared to deal with us; we then all of us went down again, and after some discussion agreed with the Natives for a lease for twenty-one years of land which was supposed to be about forty thousand acres. It was also agreed that if the Natives should at any time be disposed to lease the land higher up the river they would give us the first chance; that agreement was afterwards put in writing by Mr. Hammerton, solicitor, of New Plymouth; the particulars are stated in the account rendered to me by Mr. Hammerton. [Exhibit No. 30 produced.] Very shortly after that agreement was made Shore and I went down to Mokau to live, with our families. Jones was also to have gone with his family, but backed out at the last moment. I resided at Mokau about two years. During that time Jones came down now and then, about once in two or three months, as he said, to see how we were getting on. His visits always ended in a squabble with us or with the Natives. The principal cause of the trouble was that Jones was pushing to get the survey made, which we knew the upper river Natives would not allow, and that it would be dangerous to attempt it. The Natives at Mokau Heads told us that if a survey was attempted the upper river Natives would most likely come and turn us all off. After Jones's visits it often took us two or three weeks to pacify the Natives, who used to get much excited about it. Before I went down to Mokau I had a settlement with Jones, who paid his part of all expenses up to that date; perhaps he may have paid about £50. It was then arranged that no money was to be spent on the Natives or anything else in connection with the lease without the consent of all of us. Whilst I lived at Mokau I frequently gave the Natives flour, rice, tea, clothes, and other things, which I paid

for out of my own money. I found I could not get on well with them without it. I never charged those things to the company. I took about twelve head of cattle down there, and made cheese and butter enough for the family.

With the exception of a few hundred acres along the coast, the land is of very poor quality. The five hundred acres that have been excluded from the block is about the best of it; the rest of the land is very broken and worthless for agricultural or grazing purposes. There is very little valuable timber on it. We agreed to give £60 per annum for forty thousand acres.

After I had been at Mokau about two years Jones wanted to borrow money from me, which I refused. This led to a disagreement between us. Jones then got Mr. Hammerton to write to me, demanding a settlement of accounts. In consequence of this I asked Jones to send in his claim, and he rendered me the accounts [Exhibit No. 31, produced], amounting to over £1,300. Neither Shore nor I ever authorised Jones to incur these expenses, nor did we ever promise to pay him any salary. Jones told us that most of the expenses were incurred by him in trying to get a Land Court. We had always supposed that the survey was the real difficulty, and we had been told by Mr. Sheehan that if we could get a survey the Land Court would follow without difficulty. When I received the account from Jones I made up my mind that I would clear out of the concern at any sacrifice as soon as I possibly could, as I thought he was a dangerous man to be in partnership with, and I instructed Messrs. Hughes and Standish to get me out of the affair at any sacrifice. A settlement was finally effected in terms of the deed now produced. [Exhibit No. 32.] I then left Mokau, and have since had nothing to do with the matter.

Besides losing two years' labour, I lost about £2,000 in connection with the Mokau business. I never kept a proper account of the money, consequently I was unable to make a contra account against Jones. I had several hundred pounds when I came to the country, and subsequently received from Australia on one occasion a sum of £1,000 through the Bank of New Zealand, and between five and six hundred pounds through the Bank of New South Wales, all of which I lost through my connection with the Mokau business. At the time I was first looking for land in company with Jones he told me that he brought about £300 to the country. In proof of this he showed me his bank-book. Before we went to Mokau to live we chartered a steamer to take grass-seed, potatoes, provisions, &c. The amount paid was £40, of which Jones paid half. That was all he ever contributed to the concern, to my knowledge. I have only his own word for the payments for which he takes credit in his statement of accounts. When I asked him for vouchers he said he had not got them. If he incurred the expenses he says he did it was entirely on his own responsibility. I was never consulted about it.

The reason I did not contest the matter was that I wished to get quit of Jones as quickly as possible, and have nothing more to do with the lease. I did not pay any money on the settlement of accounts; but I gave up my interest in the land, and was very glad to get quit of it. I did not think the lease was worth fighting for if Jones was to be associated with me in it. That was the reason I gave it up without litigation. If Jones gets the lease I am to get £300 under the agreement.

FRIDAY, 13TH JULY, 1888.

EDWARD WILLIAM STOCKMAN, having been sworn, gave evidence as follows:—

I am a duly licensed interpreter. I have lived in New Plymouth since 1847. I entered the Government employ in 1860 in connection with the Native contingent, and remained in the Government service until about seven years since. While I was in the Government service Mr. Sheehan, then Minister of Native Affairs, was in New Plymouth; he sent for me, and said I had the permission of the Government to go to Mokau to assist to settle the Mokau negotiations for Jones and his party; by the party I understood Jones, McMillan, Shore, and Shore's son. He said I was to give them all the assistance in my power; only there was to be no trouble with the Natives. Consequent on these instructions I went to Mokau Heads, and had an interview with some of the principal Natives there. The Natives I saw were Wetere te Renga, Takerau, Te Oro, and several others. I do not remember whether Heremia was there at that time. The four Europeans above named were present at the interview. It was only a preliminary conversation as to the leasing of the land.

The lease proposed was an absolute lease for twenty-one years of land and minerals as far up the river as Koatututahi, and from thence across to the Mohakatino, being the line now known as Skinner's line. No decision was come to as to rent or payment to the Natives. Mr. Skinner, surveyor, with his party, was also with us, and the Natives went up with us to show the boundary. I objected to the survey being commenced until Rewi's permission had been obtained; the Natives said Rewi had nothing to do with it; but I insisted, as I did not consider it safe to proceed without his sanction. A messenger was sent to Rewi, and we waited until his return. The message Rewi sent back was that the surveyors might go up the river as far as Koatututahi, and from thence across to the Mohakatino.

The surveyors then went up and commenced the survey before I left. I stayed with them three or four days, and saw them begin the work. No final agreement could be come to about the lease at that time as the Natives could not be collected, and the matter was to stand over until all necessary parties had been consulted. I then returned to New Plymouth. About two years afterwards Mr. Jones came to me in New Plymouth with several Natives, some of whom I had not seen on my first visit; they all agreed to the lease on the basis of the former negotiation, but Jones wanted an extension of the boundary, which they were not willing to give at that time, but decided that if they agreed to lease beyond the boundary they would give Jones and his party the first offer; nothing was said about giving it to Jones exclusively. Some time after that several of the Natives whom I had seen signed in my presence a formal agreement to give

Jones and his party the first offer of any lease beyond the first-mentioned boundary. The last time I saw that document was in the possession of Mr. Jones. From my recollection, I am certain that Jones, McMillan, Shore, and his son were named in that document; that was the twenty-one years' lease. The document was signed at Waitara, and was, as far as I remember, attested by me and by Mr. Flight as Resident Magistrate, and was interpreted to the Natives by me. I think there were three Natives who signed that agreement. Te Oro was one, and I think Wetere te Rerenga and also Epiha Karoro. That agreement referred only to a lease for twenty-one years.

Both before and after the last-mentioned agreement I visited Mokau several times to try and settle the matter, but no other arrangement was come to than what I have already stated. After young Shore was drowned in the Mokau River, Jones and I had a disagreement; the cause of it was that Jones wanted to buy out the interest of George Shore's widow and children for what I considered an inadequate price. I told him I thought it would be as bad as a swindle to rob the widow and children, and, as far as it lay in my power, they should always have their rights. That took place at Mokau. Jones never applied to me after that time to act in the matter in any way. Both Shore and McMillan came to me repeatedly and wished me to assist them. After the land passed through the Court, I heard that Jones was getting a lease drawn out in his own name only. I happened to see Shore in New Plymouth about that time, and told him what I had heard, and advised him to go to Mr. Standish's office and protest against the deed being drawn out in that way. He said that he was disgusted with Jones altogether, but he thought he would be able to put it all right by-and-by notwithstanding Jones's deed. I do not know whether he went to see Mr. Standish or not. I cannot say of my own knowledge, but Shore's son's widow has told me that she never got anything out of it.

The paper now shown me is in my handwriting; it was made out by me at Shore's request, and is a translation into Maori from a memorandum made out by Shore, which he showed me at the time. In all material points it is a correct abstract in Maori of the document that was signed at Waitara in my presence. Shore said he wanted to have it to show the Natives what was in the document. Mr. McMillan resided at Mokau Heads for some time. I have often seen him there, and know that he was on good terms with the Natives. The Natives repeatedly said to me that McMillan was a good man, because he was always working and showing them what to do. His wife was with him, and they were both much respected by the Natives. McMillan must have been there at least two years before Jones went there to live. The Mokau Natives have often said to me since McMillan left that they were very sorry that he had left, and had been anxious that he would have stayed with them. Shore also stands well with the Natives, but McMillan was a very superior man, and a man whose residence amongst the Natives was, in my opinion, likely to be very useful. Shore went to Mokau on two occasions during the war at a time when it was not safe for Europeans to go there.

THURSDAY, 26TH JULY, 1888.

JAMES HOLMES, having been duly sworn, gave evidence as follows:—

I am a shipbuilder residing at Devonport, North Shore, Auckland. I have known Joshua Jones for many years. I remember when the Mokau-Mohakatino No. 1 Block was put through the Native Land Court at Waitara. I was at that time living at Waitara. Some three or four years before that time Jones and Shore made a proposal to me to build a steamer to run between Waitara and the Mokau River. The arrangement was that they (Jones and Shore) were to find one-half of the cost of the steamer and I was to find the other half. Upon that arrangement I got the steamer built called the "Hannah Mokau." She was built at Devonport, and was taken round the North Cape to Waitara. When the hull was nearly completed I wrote to Shore saying that I had now completed my part of the agreement, and that they would have to find the money for the machinery. Consequent upon that letter Shore's son came up to Auckland, and, as no money was forthcoming, it was arranged that the hull should be mortgaged to Mr. Hawkeswood to pay for the machinery, upon the understanding that Shore and Jones and the Natives were to find the money to pay off the mortgage. It had previously been represented to me that the Mokau Natives would take an interest in the boat. About a week or two before the boat was completed George Shore came up to Auckland to pilot the boat into the Mokau River. The boat was taken into the river and the next day to Waitara. The boat went down to Waitara with the mortgage on her, and ran for several months between Waitara, Mokau, and the Manukau. When the mortgage became due the mortgagee seized her in the Manukau. I sent word to Shore and Jones what had happened, but I could get no assistance from them. I then went to Mr. Sheehan, who was Native Minister at the time, and asked if the Government would take the steamer over, as the Natives had an interest in her. He at once agreed to do so, and the mortgage was at once paid over. I think it was between £800 and £900. I cannot exactly remember. I considered that the money was found by the Government. The boat was made over to the Government as security, and was insured, by the Government in the Union Insurance Company. I received £200 from the Natives towards building the boat. That was all the money I received from anybody. The money was paid for the Natives through the Native Department. The Native Minister and Sir George Grey had previously, at a Native meeting at Waitara, promised Shore and Jones, on behalf of the Natives, a subsidy of £300 a year for a steamer to run up the Mokau. After the steamer had run three or four months I applied for payment, and received £100. The steamer continued to run for about two years, but I never received any more subsidy. After this there was a change of Ministry, and no further subsidy was paid, although I applied for it several times. It was on account of the subsidy that I agreed to build the steamer, but of course I depended on Shore and his son paying their part of the cost, as they had promised to do. I never had any promise of payment from Jones. I was then pressed for payment of the money due

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.

MONDAY, 23RD JULY, 1888.

WILLIAM HENRY GRACE, having been duly sworn, gave evidence as follows:—

I am a licensed interpreter. In June, 1882, I was employed by Wetera te Rerenga to get the Poutama and Mokau-Mohakatino No. 1 Blocks through the Native Land Court. I acted for the Natives, and the land was passed, and an order made for the Mokau-Mohakatino No. 1 Block in favour of Wetera te Rerenga and others. At the same time I understood that Jones had been in negotiation with the Natives for a lease of this block, and I was asked by Jones if I would go to Mokau and help him. Jones wanted that the Natives who were attending the Native Land Court at Waitara should be got to execute a lease at once, but Wetera said, "No; let us take the matter to Mokau, and settle it there, as there were other people who would have to be consulted, and who were not present at the Land Court." Accordingly, Jones, Dalton, and I, with Wetera te Rerenga and other Natives, started overland for Mokau; the women and some of the men who had no horses went round the coast by steamer, which was chartered by Jones. As we passed Pukearuhe we arranged with Captain Messenger, who was stationed there, to come to Mokau Heads to witness the deed. When we reached Mokau some of the Natives were sent up the river to bring Heremia and others down from Totoro. Before we left Waitara I had indorsed on the deed in Maori the statement which now appears on it, and when I reached Mokau I made a copy of the deed, which I gave to Wetera, but there was no plan on the copy. The plan on the original deed was a plan of the whole block. The order of the Native Land Court had made the land inalienable, but with power to lease for fifty-six years. Before that order was made, which was on my application, there had been a discussion between Jones and the Natives as to how long the lease should be made for. Jones wanted it to be for ninety-nine years, but the Natives thought it was too long; Jones then came down to sixty-six years; and in the Court Wetera finally agreed to fifty-six years, and the order was made accordingly.

We remained at Mokau Heads several days, and during all that time the Natives had the copy of the lease, and had a great deal of discussion amongst themselves as to the terms of it. At last Heremia arrived. He arrived in the evening, and nothing was done that day. The next morning there was a meeting of the Natives and ourselves. That morning Te Oro and Epiha said to Jones, in my presence, "If they ask you for the old lease do not give it up." That was a former agreement which they and two or three others had signed. After breakfast the meeting took place. Heremia asked who made the arrangement that the land should be leased up to Totoro, and whether it was an old arrangement. Jones said, "It was under an old agreement?" Heremia then said, "Where is that document?" Jones did not produce it. I do not know whether he had it with him or not. This meeting took place in the open air at Te Reinga. The meeting broke up, and then the Natives adjourned to the whare. None of the pakehas went with them. They must have had some disputes in the whare, because Te Oro came out angry. I asked him what was the matter. He said, "Heremia says I do not own any of the land beyond Matapuruarua," or somewhere thereabout. When Captain Messenger arrived Heremia had not yet come down. I do not know what took place that night. I know that the Natives were there all night discussing the matter. Next morning one of the Natives—I think it was Wetera—told us that he thought matters were pretty well arranged.

Captain Messenger, Jones, Dalton, and I went inside the whare to the Natives. There was a great crowd of them collected. I then read over the deed to them in Maori. At that time the lease was expressed to be for the whole block. Heremia said, "I do not agree that the boundary should be at Totoro; but we have agreed that the lease shall extend as far as Mangapohue." Jones said he would not agree to that, and walked out. I went after him, but he was angry and would not come back. I returned to the whare, and said, "If you are determined that the boundary shall be at Mangapohue, and Jones will not agree to that, there is an end to the matter." I went out again and met Jones, and told him that the Natives were determined that the lease should not go beyond Mangapohue. After a long talk with him and a great deal of persuasion he agreed to the alteration of the boundary. We then returned to the whare; Captain Messenger and Sergeant Gilbert were still there. We told the Natives that the alteration was agreed to, and the deed was then altered accordingly; the alterations were initialled by Captain Messenger and myself. The deed, as altered, was then read over by Mr. Dalton as interpreter. Heremia, Te Huia, and Wetera were the first to sign. I have a distinct recollection that Te Huia was present, as I had seen him at the Land Court at Waitara, and also previous to that at Totoro. Heremia and Te Huia had never been favourable to Jones, and it was necessary to get them to sign first. After these three signed a number of others came in and signed. If any one came in whom we knew had not been present when the deed had been read over before, Mr. Dalton explained it to him again. One of those to whom it was read over again, to my recollection, was Te Oro, because he had not been present on the first occasion. Another Native to whom it was separately explained was Te Ianui. There were several Natives who would not sign the deed, and whose signatures, so far as I am aware, have not been since obtained. There must have been nearly eighty who signed at Mokau. A few signatures have been got since at Rangitikei and other places. When the objection was made by Heremia about the boundary no other objection was made by any other Native to anything that was in the lease, so far as I am aware. Had it been made at that time I must have heard it. I did not see any drinking going on, but we were in the whare nearly the whole of the day. I am certain that no one signed who was visibly under the influence of drink.

I did not know all the Natives who signed personally. Those I did not know were named to me by Wetera or some one whom we did know. I could not say positively whether or not there were any cases of personation. There were none that I was aware of. I think we must have been there altogether about a fortnight. Nearly all the signatures were given on one day. I have read over a report which was furnished to the Government by Captain Messenger. Captain Messenger was present when the deed was read several times. The deed was read over in Maori; but I be-

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

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.

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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

at Waitara, and knew where it was going; that is why I came up with the pakeha. I did not go with that pakeha any more. I went back to the beach where the young people were holding sports. Mr. Grace came down to me on the beach, and asked me to come and sign the document that was being signed by the others. He said, "You are the only one that remains; all the others have signed." I refused; and he said, "Why? Will you not do so for money?" I said, "No;" and he went away. By the money, he meant what I should get by the lease; he did not offer to give me money for signing. I had seen Mr. Grace previously at the Land Court; that was how I knew him. Jones then came to me on the beach, and asked me to go and sign. I refused. He said, "Go and sign your name, and I will give you £10." Jones does not speak Maori well, but I understood him to say that.

Because of the £10 I went to sign my name. There were present in the whare Mr. Grace, Captain Messenger, and Rewi's pakeha, and Wetere te Rerenga. No one spoke to me. I went in and signed my name, and came out again. Jones then gave me £2, and promised to give me the balance the next week: he has never given it to me. The pakehas seemed pleased when I came in; they did not tell me anything. I signed my name. I did not attach much importance to it, except that I was to get £10. I could not see any good in signing the lease, because I did not see that I was to get anything out of it, until Jones promised me £10.

I understood the deed I signed contained the conditions Heremia had told us of. Heremia had said, in the presence of all the people, that the coal should be given to pay the cost of the survey of the Court expenses of the Poutama Block. No date was to be fixed, but when a sufficient sum had been received the work was to cease. Heremia said this the day before the signing of the lease. It was just outside the houses where he said it; all the people were assembled there. Heremia collected us together. Heremia was a leading man amongst the Natives; he was a man we respected. The matter was placed in his hands to manage it for us. What he said we trusted. It was on account of what Heremia said to me, and also on account of the £10, that I consented to sign the deed; but principally the £10. All the others had agreed to Heremia's words. If I had been told that the land was to go to Jones for fifty-six years, I would never have signed the deed or taken the £10. I understood that Jones was to have only the coal-pit, and timber for timbering it. I never heard the deed read over in Maori. Jones has done nothing in the way of improving; he is living in our houses. I was friendly with Jones until we found out the terms of the lease. Jones took away the deed with him. He said, in my presence and in that of many others, that he would send us a copy of it. Mr. Grace explained his words to us. We waited a long time, and allowed him to go on working the coal and lime; but, as the copy never came, we began to be uneasy about it. We wrote to Captain Messenger to get us a copy; he did so, and sent it to Te Rerenga, who was at Mokau. I do not know how he got it. It was brought out and read to us at Mokau, and interpreted by Mr. Thompson. It was then that we first knew that Heremia's words were not in the lease. Heremia said, when he heard the lease read over, "These are not my words; there is a fixed term in the lease, and it must be broken from to-day." We all heard it. Heremia said that the Europeans who were working the coal were to be brought away, and Heremia and his people got into a canoe and went up the river. I did not go. I was busy at the time. I have only heard what took place when Heremia went up. I do not know what took place up the river. I saw the Maoris land the Europeans at the Heads, and they went away to Auckland. The pakehas brought down were those who were working the coal. Jones was at that time at his place at Waihi. Heremia has now been dead for three or four years. There are several Natives still living at Mokau, who are owners of the land. Some of them are here to-day to give evidence. When I signed I did not look at the plan on the deed, nor did I know the boundary, which was not made known to me. All I noticed was a number of names of those who had signed; I signed my name underneath. I know that the surveyors have been to speak to the Natives at Waihi about surveying the land. I remember Mr. Skeet coming; he did not speak to me. I was not present when Skeet talked to Wetere. The Maoris have never come to any agreement about the boundary of the block. I have heard that a line has been cut from Totoiro. I only claim as far as Panirau. There is a mineral-spring just above Mangatawa. The boundary of Shore's lease was at Mangapohua, a little above that spring. There is coal both above and below that spring. Jones's workings are between Mangapohue and Mangatawa. I now know that the lease gives Jones a right to cut timber on the land. There is plenty of timber on the block. It is mostly forest. Heremia's words were that the timber was only for coal-working, but not to be sawn and sold. Heremia's people started up the river to stop the coal-working the day after the lease was explained to them by Thompson; they lost no time in going. Heremia was very angry when he heard the terms of the lease, and what Jones could do under it.

I saw other Maoris drinking beer on the day the lease was signed. Some of them were drinking beer when they were called in to sign the deed. I saw Jones draw beer himself and give it to the people. It was Rewi's pakeha who gave me the beer, and Jones gave me some too, before I signed. I had several drinks before I signed. I commenced to drink in the morning, and was drinking all day. The casks were very large. I think the beer had something to do with my signing.

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

I am one of the Natives residing at Waihi Settlement, at Mokau Heads.

I am one of the owners of the land there. My claim extends as far as Panirau. I know Jones; he is living on my land. I have never signed any deed to give Jones land. I remember Messenger and Grace coming to Waihi; Dalton was there also. I know that they came to get signatures to a document. I do not know what it was for. I never heard it read out. It was signed in a whare at Te Rainga, which is no great distance from my place. The pakehas may have been there two or

three days. I only saw them once. They did not speak to me, nor I to them. No Maori asked me to sign the deed. The only time I heard of it was when Heremia told the people that only the coal was to go to Jones, and the timber for working the coal. That was the day on which the pakehas arrived. I remained outside the whare. I did not myself see any Natives sign. The reason that I did not sign was that I was drunk. I do not know whether I would have signed if I had been sober. I am sure I did not sign it. I do not remember ever having seen that document [produced] before. I cannot write my name. The mark to that document was not made by me. I am speaking the truth on my oath.

I know Captain Messenger, and he knows me. If Captain Messenger has written on the deed that I signed it in his presence he must have made a mistake. The drink I had been drinking was beer. There were two large casks. They were standing outside the whare at Te Rainga. It was a Maori, who was a stranger, that gave me the beer at first. It would not take much to make me drunk. I am a Maori. The beer was run out into buckets, and the Maoris drank it with pannikins. It was early in the morning I began with the beer. I had a good many drinks through the day. After I had the beer I went home and went to sleep. I did not see the pakehas after I had the beer. I was lying down. I saw the pakehas in the morning when I was sober.

I saw the beer put on the steamer at Waitara and landed at Mokau. I did not get the beer on the day it arrived, but on the day the Europeans came about the deed. I thought, when I heard the words of Heremia, that the matter was in his hands, and that I had nothing more to do with it. I and the others who had attended the Court left the matter to Heremia to manage for us. If Heremia had said that it was to give the land to Jones for fifty-six years, I would not have agreed.

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TUESDAY, 10TH JULY, 1888.

HONE PUMPI KAUPARERA and Mr. BUTLER having been duly sworn, HONE gave evidence as follows:—

I am one of the Natives residing at Waihi, near Mokau Heads, and am one of the owners of the land there. I claim as far as Te Mourere. That is above where the coal is that was worked by Jones. I remember the time when Messenger, Grace, and other pakehas came to Waihi to get the deed signed. I think they were there two days. I held the pen while the mark now shown me was made by Grace. I did not know what the effect would be when I signed. I thought that the coal only would go, and the timber for working it. I did not think I was parting with the land to Jones. I had no thought that I was giving the land to Jones for fifty-six years. I trusted to the words of Heremia. I was present when Heremia called the people together to explain the matter to them; that was a day or two before I made my mark. Heremia said that the coal was to go to pay for the survey and the Court expenses of Poutama, and when there was money enough the work was to cease, and no date was to be fixed. It was through trusting to those words that I signed. It was when the copy of the deed was sent by Messenger, and explained to us by Thompson, that we first knew that Heremia's words were not in it. I was not one of those who went up the river with Heremia to turn off the pakehas. I saw two large casks of beer on the beach on the day the deed was signed. I did not drink any. I saw many Maoris drinking; some of them had beer before they signed the deed. I saw them; they were drinking when they were called in to sign. The only Maori in the whare when I went in was Wetere. Grace was there and his wife. Grace did not say anything to me. Dalton was not in the whare when I signed. If Messenger and Dalton have written on the deed that they explained it to me, that rests with them. It was not explained to me. I cannot give the names of any Maoris who were drinking, but numbers of them were drinking, and women and children also. I saw children drinking the beer, and their parents scolding them and putting them away from it. I saw Messenger in the large whare where the talk took place. I was told he was there to distinguish between right and wrong. I signed in a small whare near the house where the talk took place. I did not see Messenger when I signed. Messenger talked only to the principal men; he looked upon me as nobody that day; he used to know me when he came there on his own business or to shoot pheasants.

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MONDAY, 23RD JULY, 1888.

TAWHANA TE KAHAROA and Mr. WILKINSON, the Interpreter, having been duly sworn, TAWHANA gave evidence as follows:—

I belong to Maniapoto, and reside at Te Kuiti. I am one of the owners of the Mokau-Mohakaitino No. 1 Block. I do not claim for the whole block, but in different parts of it. I am one of those who signed the lease to Jones. I signed it for myself, and also as guardian for several children: Their names are Pahi, Te Kaita, Parehuia, Te Mahuri, and Manawiti. I remember the time when Jones, Grace, and Messenger were at Mokau to get the deed signed. I was there when they arrived from Waitara. After they arrived they had a meeting with the people at Te Rainga. Heremia and his people were not present. The pakehas asked to be allowed to work the coal. Grace said it was for money to pay for the survey of Poutama, but I and others suspected that the pakeha, Jones, had other intentions; that was because in former arrangements he had made with us there had been a great deal of shifting of the boundaries, and we were suspicious of him. No arrangement was come to, but we proposed to send for Heremia. I cannot say whether Huia was one of those who were sent up the river to fetch Heremia, but Heremia was sent for, and he came down the river with Te Oha and others of his people. The reason those two were sent for was because they had the largest say as to the land, and nothing could be settled in their absence. The first thing that was done after Heremia's arrival was to have a talk about the troubles that had occurred about former arrangements with Jones and the other pakehas

as to the Mokau lands. We then discussed the terms that we would make with Jones, and it was decided that we would only allow coal to be worked to pay for the survey of Poutama, and that when that was done the work was to cease. This took place in Te Rerenga's whare. Grace was present during the talk, and must have heard what was agreed to. One woman named Tukiata and her brother would not agree; the rest of us agreed, and the pakehas made no objection to the terms. The deed was then put before us to sign, and we thought it contained the terms we had agreed to. I do not deny that I signed my name to it, but I understood when I signed that the lease was to end when the Poutama survey was paid for. I heard Grace read the deed over to us, but that was after I had signed. It was not translated in my presence before I signed. I only heard it read over once. I am quite sure that was after I had signed. Grace read it over in Maori. I understood what he said. We found out then that it did not contain what we agreed to. I signed for the children at the same time as I signed for myself. Captain Messenger was present when I signed. If Messenger has signed a statement on the lease that it was explained to me before I signed it may be true, but I cannot recollect; I will not say that the statement is untrue. I do not remember if Dalton was there. The only interpretation I recollect was after the deed had been signed. I believe it was interpreted by Grace. It was then that we first knew that the boundary was at Totoro, and that the time was for fifty-six years. Heremia then stood up and said the signing must be done away with. The mistake Heremia made was that he did not then take possession of the deed. Heremia asked who was responsible for the deed being drawn in that way; no reply was made. Heremia objected to the boundary being at Totoro, and I believe that the boundary was altered in consequence of Heremia's objection. The only explanation I can give as to why the lease was not altered in other respects was that Wetere proposed to adjourn the matter to Waitara, and that Te Ianui should go there to represent us, and see that the necessary alterations were made, and bring back a copy of the lease. Te Ianui went to Waitara, but I do not know whether the alterations were made, as he never brought a copy.

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

I am one of the Natives living at Mokau Heads, and am one of the owners of land there. I claim up to Totoro. The mark made on the deed produced, which is said to be my mark, was not made by me. At the time when, as I have heard, Grace and Messenger came to Mokau to get the deed signed, I was up the river at Totoro. Some one else must have made the mark in my name.

I heard of the arrangement proposed by Heremia. I was not present when he called the people together at Waihi. Heremia explained it to the people in my presence before he left Totoro. Heremia said he would not part with the land, but would allow the coal to be taken to pay for the survey and Court expenses of Poutama. I was present when Thompson explained the lease in the presence of Heremia and the people at Te Rainga. Heremia then told us that he had never made any lease, and that it must be stopped. The day after I went up the river to Totoro with Heremia and the others. About two weeks after a man named Niwha was sent to us by George Stockman to say that the pakehas were working coal. Heremia said he objected to that altogether, as the deed had not been drawn up as he intended it to be drawn. He and five of his people, of whom I was one, came down in a canoe to where they were working, and threw the coal into the river. We then brought the pakehas down to Te Rainga, and they went away to Auckland.

Heremia was my uncle; he may have put the mark to the deed for me. He told me afterwards at Totoro that he had written my name. I said, "If you have put my name to the deed I must submit." I am now twenty-eight years old.

WEDNESDAY, 11TH JULY, 1888.

PUKATEA PUPURUTU and Mr. BUTLER having been duly sworn, PUKATEA gave evidence as follows:—

I am one of the Natives residing at Mokau Heads. I believe that I held the pen when the mark on the deed was made which is said to be my mark. I remember the day when Grace, Messenger, and Dalton came to Mokau to get the deed signed. I was drinking beer that day. I have some recollection of being led up to where the deed was by Jones, and being asked by Grace to sign; but I cannot remember whether I touched the pen. I was drinking before that; I was drinking a great deal. I helped with others to take two large casks of beer out of the steamer. Te Oro was one of those who helped. We put it on the bank near the houses. I saw Jones draw beer into buckets and give it to the Maoris. The first beer I drank Jones gave me in a pannikin; after that I helped myself.

I think it was in the afternoon I was pulled in by Jones himself to sign. The house where I signed was a small house; the same that the others signed in. It was not the big whare where the talk took place. Dalton and Messenger may have been in the whare, but I do not remember. I heard Heremia's words when he explained to the people at Mokau about the agreement with Jones. He said the coal was to go to Jones, and the timber for working it, until there was money enough to pay the cost of survey of Poutama and putting it through the Court. I never heard anything of fifty-six years or any other time being fixed. My thoughts were not clear when I went in to sign the deed. I was getting very bad through drinking the beer.

HETA TOKIRIKI, and Mr. BUTLER, the Interpreter, having been sworn, HETA gave evidence as follows:—

I am one of the Natives living at Mokau Heads, and am one of the owners of land there. I claim to Totoro. I did not make the mark on the deed now shown me, which is said to be my mark, nor did I touch the pen. I went up with Grace and Jones from Waitara to Mokau, when they

went to get the deed signed; there were other Maoris with us. After we had all arrived at Mokau, Captain Messenger was sent for. Messenger did nothing on the day of his arrival, which was the day on which Heremia was explaining to the people what was to be done. Messenger talked with Heremia and the other chief men. I remember the day when most of the Maoris signed the deed; I was cook on that day, and did not go near the signing. I saw many of the Maoris drinking beer that day. I drank a great deal myself. I helped to put the beer on board the steamer at Waitara. Jones and Wetera asked me to help. There were two large casks; they stood as high as my chest. I helped to take the casks off the steamer at Mokau; they were lifted on poles by about ten of us on to the wharf, and then rolled on to the bank near the houses; a less number could not have lifted them. They were left there until the talk commenced; they were then opened. Heremia told us to open them. The beer was then drawn out in buckets. The beer was got in honour of Heremia. Jones, himself, told us to take it down to the steamer at Waitara from the hotel there. Wetera came to me on the day of the signing, and asked me to go and sign the deed. I refused to go, because I was not satisfied with what had been done about Poutama Block. I never made the mark on the deed which is shown me. It must have been made by some one else. I know the whare in which the signing took place. I did not go near it that day.

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

I am one of the Natives now living at Mokau Heads, and am one of the owners of the land there. I claim as far inland as Mangaruahine. I remember that I touched the pen when the mark on the deed now shown me, which is said to be my mark, was made. No explanation of the deed was given to me. Grace, Messenger, Dalton, and Wetera were present in the whare when I signed. I was ignorant of leases and sales, and did what I was told, not knowing what the result would be, or that any harm would come to me. It was Heremia who told me to sign. I had been drinking beer before I signed. It was about midday when I signed. I had been drinking a great deal. Heremia gave me no explanation at the time he asked me to sign. I was present when Heremia explained to the people what was to be done. Heremia said, "I will give the coal to pay for what was owing on Poutama, but I will keep the timber except what is necessary for working the coal." Heremia said nothing about giving the land for fifty-six years, or for any fixed term.

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

I am the wife of Pukatea Pupurutu. I do not remember putting the mark on the deed which is said to be my mark. I was at Mokau when the Maoris were signing the deed. Dalton asked me to go and sign my name. While the talk was going on inside the whare we were outside drinking the beer. My thoughts were all confused. I knew what Dalton said to me. He said, "You had better go and sign the deed, as it will not be good unless you hold the pen." I said, "What will I gain if I sign the deed?" He went back into the house. I did not go with him. I was lying helpless. My legs would not carry me through drinking the beer. Some one else must have made the mark. I am sure I did not. Did not go near to touch the pen.

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

I am the wife of Te Oro. I did not make the mark on the deed now shown me, which is said to be my mark. I was at Mokau the day the Maoris were signing the deed. I was drinking the drink provided by that pakeha. I mean Jones. I do not know whether any one asked me to sign the deed. I drank so much beer that I do not know what was done. Jones gave me beer himself. As soon as I began to get drunk I went and helped myself. I dipped it out of the buckets with a pannikin.

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

I am the wife of Hare Piripi. I live at Mokau, and claim to be one of the owners of land there. I have never signed the deed produced. I remember the day when the deed was signed by the Maoris. I was drinking beer that day. I drank a good deal. I drank until my head went round. I do not know that any one asked me to sign the deed.

NGAWHAKAHEKE and Mr. BUTLER having been duly sworn, NGAWHAKAHEKE gave evidence as follows:—

I am the wife of Heta Tokiriki. I did not make the mark on the deed now shown me, which is said to be my mark. I was at Mokau on the day the Maoris signed the deed. I was one of those preparing food that day. Grace came to me and asked me to sign my name. I said I am very busy baking bread. He then went away. I suppose they signed my name in the house, as both Grace and Jones knew me. Owing to my being busy and the beer I had drunk, I did not go to the house where the signing was going on, or touch the pen. I drank a great deal of beer that day. I could get as much beer as I liked as long as it lasted. You know what Maoris are; they never stop until it is all gone. They drank at day and at night until the whole of the beer in the casks was gone.

SATURDAY, 21ST JULY, AND MONDAY, 23RD JULY, 1888.

WETERE TE RERENGA and Mr. WILKINSON, sworn: WETERE gave evidence as follows:—

I am one of the principal owners of the Mokau-Mohakatino No. 1 Block. I know that part of the block was leased to Jones. I have a copy of the lease; it is at my settlement at Mokau. I was one of those who signed the lease.

I was the person who made the arrangement for the lease with Jones. I forget the year when I first saw him. He came first to Mokau with Shore and McMillan. The Maoris had known Shore for a long time before they had known Jones. Jones asked me to allow him to live at Mokau. I told him it would have to be left to Takirau to settle. I am a chief of more importance than Takirau, but I was a Hauhau at that time. Nothing was said about a lease at the first meeting. At that time Jones was living at New Plymouth, and used to go backward and forward from Mokau continually. His companion was George Stockman, a half-caste. George used to praise Jones to the Natives, telling them that he was a first-rate pakeha. It was in consequence of Stockman's representations that the Natives first agreed to lease the land to Jones. Jones and Stockman then proposed that the land should be put through the Court. The boundaries of the first lease were to Koatutahi. I did not sign that lease. Shore was one of the pakehas for that lease, also McMillan and Jones. Shore and McMillan were living at Mokau at the time of the first lease, but not Jones, though Jones was continually coming backwards and forwards.

The pakehas quarrelled amongst themselves about the land, and McMillan went away. Then Jones and George Stockman quarrelled. After that Jones and Shore had a quarrel. When Jones found that the first lease was objected to by the Natives he proposed to have the whole block put through the Court, and it was done. That was the time I commenced to take part in the proceedings. I agreed that the land should go through the Court, not on account of Jones, but because a Native named Paiura opposed my title to it, and claimed part of the land. Jones may have thought that I put the land through the Court to assist his lease, but it was not so. After the land had passed through the Court Jones asked the Natives to lease the land to him; he asked all of them who attended the Court at Waitara, of whom I was one. Epiha and Pumipi agreed. I said we are only here to put land through the Court; let the arrangement about the lease be transferred to Mokau. Jones returned with us to Mokau from Waitara. The pakehas who went with us were Jones, Dalton, a surveyor; W. H. Grace, and two pakehas, one named Tommy Poole, and the other Patterson. Thompson, the interpreter, was at Mokau, but not as one of our party; also George Stockman. At that time Stockman and Jones were on bad terms. Stockman had ceased to praise Jones to the Maoris, and was now running him down.

Heremia wanted to lease the land to Stockman, but would have nothing to do with Jones. There was a Native there named Te Ohu, who would have nothing to do with any of them. When we got to Mokua the discussion about the lease took place. Jones had the lease ready prepared at that time. He had the lease made out on his own responsibility, and took it down with him. I do not know of any arrangement that had been made with Jones before that. I had made no arrangement with him. While we were at that meeting the steamer came from Waitara to Mokau to bring food. The reason that Heremia agreed to lease to Jones was to get money to pay for the survey of Poutama, and the lease was to cease when there was enough money to pay for it. It was understood that Jones and the company were to have the coal and other minerals from the land until such time as they had the value of the survey; and it was on those terms that Te Ohu gave up his opposition.

Heremia then left the whole thing in my hands for me to see that the thing was to end when the money was enough to pay for the survey. On those conditions the Natives signed the lease, and so did I. I understood at that time that it was in the lease that Jones was to have the land for fifty-six years, but Heremia objected to that, and a new arrangement was come to according to his proposal, and it was on those terms that I and all the people signed.

I do not know whether Jones agreed to the new terms, because he got vexed and was running about, and it was left to Grace and Messenger to settle. They had the management of it. Heremia asked at the meeting to have the lease given to him to see if it was right. It was not signed at that time. Jones would not give it to Heremia for him to look at. Heremia could not have read it himself, but he could have got some one to read it to him. I myself can read the deed in Maori. I signed it knowing that Jones's terms were in it; but I had it in my thoughts that it would be carried out according to our own intention, notwithstanding the terms of the deed. Before the lease was signed we held a meeting outside the whare amongst ourselves, when the arrangements were come to about leasing the land to pay for Poutama survey. At that time we did not know the terms in Jones's lease, because Jones refused to let us see the deed. After we had the meeting outside we told Grace we had come to a decision, and the boundary was fixed at Mangapohue. The reason it was fixed there was because we wished Jones to have some of the coal. The Natives were to get £25 when they signed and £25 every year afterwards, and were to get 10 per cent. on the coal got out. That was all understood. Jones said the company was going to spend £2,000 or £4,000 yearly in opening up the mine. If it was a bad bargain, that was their look out; we did not want them there at all. We got the first year's rent at the time the deed was signed. That is all the money we have ever got for the lease; and Jones has been in possession ever since that time, running cattle and horses on the block. The £25 was given to Heremia by consent of the people. After the deed was signed I continued friendly with Jones. It is only last year that I have been on bad terms with him, as I found out that he was acting wrongly. It was only lately that I knew that he claimed the lease for fifty-six years. It was then that I quarrelled with him. Until then I did not know that he claimed anything except according to the agreement that was come to among the Natives. The survey for Poutama Block has not yet been completed.

I admit making the statement before Judge Wilson which has now been read to me. The Judge did not ask me anything about Heremia's arrangements. If I had been asked I would have told him that the lease was good according to that arrangement. My reason for saying that the trouble was caused by the two women was on account of a telegram which had been sent to my brother by Jane (Mrs. Brown) in 1882. The reason I did not complain to the Government about anything that Jones did on the land was because I thought he had a right to the land until the

money for the Poutama survey had been paid by the working of the coal. What I objected to was that he did not pay the rent, and he did not go on with the working of the coal. After we found that he did not pay the rent we thought he had no right to occupy the land. We objected to his killing the horses and pigs of the Maoris for running on the land, although he had not paid the rent, and the grass had been sown by the Maoris. He drove Maori horses on to the sand, and they were drowned. There were seven horses drowned; they were driven round a bluff at low water, and were drowned in trying to return when the tide was in. Some of the people complained. I took no notice of these actions of Jones's. What I complained of was his failing to pay the rent. If he had paid the rent and worked the coal I would have thought he had the right to drive off the horses, but I would not have thought he had the right to occupy the land for fifty-six years, but only until there had been money enough to pay the Poutama survey and Court expenses. Last year Jones wanted to alter the terms to £100 a year instead of £25, and 10 per cent. on the coal. I then became suspicious of him. I and Pumipi, Te Huia, and Rimarata met at Hughes's office in New Plymouth, when Jones showed us £100, which he said was for the rent, but he did not give it to us. We thought it was for four years' rent at £25 a year. I said, "Give it to Huia and Pumipi." He said, "No; this is for the increased rent," and that he would put it into the bank. I said, "Put it into the bank in the names of Te Huia and Kauparera;" but he said "No." He gave us no money—not a penny. We thought that he meant to keep the money back from us if he had trouble with the lease. I knew then that he was doing wrong. Then I put him away. I told him I had nothing more to do with him.

Jones got some coal out, but it was thrown into the river by Heremia. He has not spent any money on improvements to the land. Jones used to pay me a pound or two occasionally, when I was travelling in his service, to pay my expenses. I gave £15 to Jones once to pay his expenses to Wellington with; I have never got it back. He has had the use of my horses for nothing. If you reckon the use of my horses, and other things, he has had more from me than I have had from him. Whatever I have had from him was for paying expenses while I was travelling for him. I have had no payment or rent for the land whatever.

When we went up to Mokau there were two casks of beer on the steamer, about thirty-six gallons each, they belonged to Jones; the provisions and beer were put on shore, waiting until Heremia should come down from Totoro, but they were the property of Jones. The day after, Heremia and the others arrived there. Jones presented all the provisions and beer to Heremia. The Natives first had a meeting amongst themselves; that was before the distribution of the food. The next morning, Heremia gave the two casks of beer to me; the lease had not been signed at that time; that was while the Maoris were discussing the matter. I gave one of the casks to the Natives from inland, and one to those who lived at the Heads; only one was drunk on the day the lease was signed. The lease was signed inside my house, and the casks of beer stood outside; any one could have a drink, whether he signed or not, that day. The beer was run into buckets, and the buckets carried round, with a pannikin to drink from. The only Native whom I saw drunk was a woman called Parehuakarua. I saw her lying down outside the storehouse. I am sure she was drunk, as she was fighting with her husband. We considered that the beer was given us in celebration of the signing of the lease; it was a present. We were not charged for it. I saw Takerau sign; I would not like to say that he was drunk, as there are so many different appearances of drunkenness. We only drank one cask of beer on the day of the signing, the second one was drunk on the next day. I did not see Parehuakarua sign. I cannot say whether it was before or after she signed that she was drunk. I did not see all of them sign whose names are to the lease. Te Huia was present at Mokau on the day of the signing. He came with Heremia, and stayed as long as Heremia did; I saw him there, and saw him sign the lease. Some of the Natives whose names appear to the lease were not at Terainga on that day. I did not see Te Pukekipa there that day. Ngahiraka was not there, she was at Parihaka at that time. Taiaroa was at Mokau, but I did not see him sign. I do not believe he would have done so, as he belonged to Parihaka, and opposed the lease. Nga-whakeke was at Mokau, but I do not think she signed. Her work was to cook food that day; she had plenty of opportunity to drink if she wished to do so. I know that she did not go in to sign on the first day of the signing. I remember calling her to sign, but she did not come in. I cannot say whether she signed afterwards or not. Te Ianui was there, but I do not think he signed, as he was a disciple of Te Whiti. As Te Ianui did not sign for himself, I do not believe he would have signed as guardian for Ketetahi, a child then about six years old, whose name appears on the deed as having been signed for him. After the first day of the signing there was a good deal of drinking going on. I cannot say whether any of those who did not sign the first day signed afterwards or not. Mr. Grace can speak as to that.

I remember sending a telegram to the Chief Judge about Annie Walker. Jones asked George Stockman and me to get her to sign the lease. She refused to sign, as she said it was too late now, as the law had been altered. That was why I sent the telegram—to know if it was legal for her to sign. When I said in the telegram, "The people were waiting to sign," I referred to Annie Walker only. I said the people were waiting to sign, because I thought she would sign if the Chief Judge said it was right to do so. It was Jones who told me to telegraph to the Chief Judge, because Major Brown said to me that any one signing now would be breaking the law, and would be punished. It was Jones who told me to send the telegram, and told me what to say; that was why I said the people were waiting; there was no one there but Annie. I do not think Annie would have signed even if the Chief Judge had not replied as he did.

I was at Mokau Heads at the time the coal was thrown into the river by Heremia. Heremia has told me that it was because of the objections to the lease that he had the coal thrown into the river. I had nothing to do with it. As a chief I have mana over the whole of the land, but Heremia had more right over it. I claim an interest in the land up to Totoro. If the land was subdivided, I claim to be in each subdivision.

THURSDAY, 2ND AUGUST, 1888.

EUGENE MCCARTHY, having been duly sworn, gave evidence as follows:—

In 1882 I was master of the steamer "Motorua," which belonged to the New Plymouth Harbour Board. In July of that year, by instructions of the Chairman of the Board, I placed the steamer at the disposal of the Natives for the purpose of returning from Waitara to Mokau after the sitting of the Land Court. I took down about eight or ten Natives, also some provisions, and two thirty-six-gallon casks of beer. I do not know who ordered the beer to be put on board. The beer was landed at the Native settlement, at the mouth of the Mokau, and was placed in charge of a man named Thomas Poole, who kept a store there. I remained at Mokau for about twelve days, during which time the terms of the lease were being discussed between Jones and the Natives. I remember the day when a number of them signed the deed. There had been no drinking previous to that day. The beer had not been opened previous to that day. Jones and his party had gone overland, and were at Mokau when we arrived. I think it was the day after I arrived that the deed was signed. I heard Te Oro ask Poole for some beer before the deed was signed, but he refused. He said he would not let them have any beer until all business was concluded, and that then he might have a drink of beer if he liked. I can say positively that the beer was not opened until the afternoon of the day of the signing of the deed. I was present when the first cask was tapped. I saw Natives drinking, but I saw no drunkenness. I do not consider there was enough amongst so many of them to make them drunk. Some of the Europeans "went" for the beer more than the Natives. I believe some of it went up the river to the Totoro Natives. I cannot say whether all the Natives signed on the one day.

WEDNESDAY, 27TH JUNE, 1888.

JOHN EDWIN MACDONALD, having been duly sworn, gave evidence as follows:

I am Chief Judge of the Native Land Court.

The plan produced [Exhibit No. 1] is a plan of the Mokau-Mohakatino No. 1 Block, which was furnished to me as Chief Judge. It came into my custody yesterday. The title to the land was investigated by the Native Land Court in the year 1882. The papers I now produce are the records of the Native Land Court in reference to the said land. From this it appears that the title to the land was investigated by the Native Land Court in the year 1882. Such investigation was made upon a sketch-plan, and an order was made for a certificate to issue in pursuance of the Act of 1880, when a sufficient plan and description is deposited in Court and approved as provided by sections 25 and 27 of "The Native Land Court Act, 1880." Under the 27th section the Court required the survey to be made. I believe that various attempts have been made to effect the survey, but it was only yesterday that the Survey Department supplied the plan already produced, which is approved as being a proper plan of the land under "The Native Land Court Act, 1886." The document produced [Exhibit No. 2] is the original order for certificate of title to issue under sections 25 and 32 of "The Native Land Court Act, 1880," in the names of Wetere te Rerenga and ninety-nine others. The Natives named in that order, or their successors, are the present owners of the land, subject to determination by survey of the boundaries of the block. The boundaries are not yet finally determined. I propose to have them determined in terms of sections 28 to 32 of "The Native Land Court Act, 1880." Until yesterday I have not been in a position to proceed under those clauses. On the 15th of October, 1883, an application was made to the Court by Te Aria, on behalf of himself and others, for a division of the block. This application was dismissed.

In April, 1887, two applications were made for partition of said block, one by Mr. Joshua Jones, dated the 13th April, 1887, and the other by Wetere te Rerenga and others. These applications were heard at a sitting of the Court to be held at New Plymouth on the 1st June, 1887. I presided at that sitting of the Court. Mr. Jones's application was heard first. Mr. Standish, of New Plymouth, appeared as counsel for Mr. Jones. It appeared that Mr. Jones's claim to partition was based upon a lease only, purporting to be a lease from some Native owners of the block. I then held that a lessee had no right to compel partition by his landlords. I understood counsel for Mr. Jones to concur in that view, and Mr. Jones's application was thereupon dismissed. A claim for partition by the Natives was then called. Mr. Standish appeared for the claimants. The application is on the record-file now produced [Exhibit No. 3]. It was stated that Wetere te Rerenga was one of those who had signed Mr. Jones's lease. Wetere te Rerenga was present in person, but was represented by Mr. Standish as counsel.

It was claimed for Wetere that the land should be divided into two pieces, one piece to be given to those who had signed Mr. Jones's lease, and the other piece to those who had not; and further, that the land given to those who had signed the lease to Mr. Jones should be the seaward-side of the block, which was supposed to contain the coal deposit.

I stated that the Court could not make a division between the parties, simply because of Jones's lease; that in making partition between the owners of the land I could not regard in any way the fact of the lease; and that even if I divided the land among those who had signed the lease and those who had not, it would not follow that I should give the seaward-side of the block to those who had signed the lease, because they had signed it. I further explained that the Court was not in a position to make a partition of the land at all, because the land had never been surveyed, and therefore was really an unknown quantity. I offered to Mr. Standish to proceed with the case if he could point out anything that I could do which would have any legal efficacy: thereon the claim was dismissed. I believe Mr. Jones's lease professed to be of the whole block, as the block was then thought to be. The block again came before the Court for a partition at a sitting held at Waitara in October, 1887, before Judge Wilson, but no partition was made. I do not know of my own

knowledge the reasons on which that application was dismissed; but in any case no partition could be lawfully made at that time for want of survey, and also because the block did not come within the meaning of the word "land," as defined by section 3 of "The Native Land Court Act, 1886." The only title to the block at that time was an order for certificate under section 25 of "The Native Land Court Act, 1880," which certificate could not issue under that Act until a survey had been effected as provided by sections 27 to 32 of the same Act.

Since the dismissal of that application there has been no proceeding in the Native Land Court with reference to the said land.

With regard to the effect of sections 32 and 33 of "The Native Land Administration Act, 1886," upon Mr. Jones's rights in relation to the Mokau-Mohakatino Block, as conferred by "The Special Powers and Contracts Act, 1885," that question has not been raised before me in any judicial proceeding. The only ways in which it has come before me I will state.

When at New Plymouth in June, 1887, I was waited on at my lodgings in the hotel by Mr. Standish, Mr. Jones's solicitor, accompanied by another solicitor. They stated that they had called upon me to discuss Joshua Jones's business, and to see if anything could be done to help him. I went into the matter with them, and explained that it was no good Jones trying for partition until the land had been surveyed, and that it was no use his trying for any Act of Parliament to help him unless he could get an Act to say that a slice of somebody else's land belonged to him for a term of years. I further put it to them that, in my opinion, Jones was precluded from getting further signatures to his lease by reason of sections 32 and 33 of the Administration Act. Mr. Standish had previously expressed to me his opinion that the clause in the Special Powers and Contracts Act of 1885 prevented clauses 32 and 33 applying to Mr. Jones. Mr. Standish explained why Mr. Jones had not applied for certificate under sections 24 and 25 of the Administration Act of 1886. The other solicitor present, as I understood, agreed with me, and as I understood further we converted Mr. Standish to my view, but there we left it.

The next thing that happened was the receipt by me of two telegrams from Wetera, and my replies thereto as follows:—

"Chief Judge Macdonald, the Club, Napier. "1st July, 1887.  
 "THE people wish to sign Mr. Jones's lease at Mokau. Do you inform me what effect would such a course have in law in order that I may know. "WETERE TE RERENGA."

"Wetera te Rerenga, Waitara.  
 "REGRET I did not get your wire sooner, being away. If you still desire answer to your question say so, and I will wire you again. "J. E. MACDONALD."

"Chief Judge Macdonald, Club, Napier. "Napier, 1st July, 1887.  
 "REPLY to that telegram, as the people who are to sign are waiting for Jones's lease."

"Wetera te Rerenga, Waitara.  
 "SIGNATURES to Jones's lease after first day of January last would be illegal. "J. E. MACDONALD."

With regard to the case of the Mangoira and Mangapapa Blocks referred to in petition, Messrs. Bayley and others, of November, 1887, there is no analogy between those and Mokau-Mohakatino. The proceedings in relation to Mangoira and Mangapapa were simply applications for certificates under sections 24 and 25 of "The Native Land Administration Act, 1886."

In reference to the telegram to Wetera marked (4), and to the opinion therein expressed, I may say that afterwards Sir Frederick Whitaker expressed to me his opinion that section 32 of the Administration Act did not apply to Mr. Jones in relation to Mokau, and I informed Mr. Jones thereof. I subsequently received a letter or telegram from Mr. Jones, asking me to inform the Natives of my alleged mistake. I thereafter informed Wetera of the contrary opinion expressed by the Attorney-General, and told Wetera he must act upon which opinion he liked best.

#### WEDNESDAY, 18TH JULY, 1888.

JOHN ALEXANDER WILSON, having been duly sworn, gave evidence before the Commission as follows:—

I am Judge of the Native Land Court, also Trust Commissioner under the Native Land Frauds Prevention Act. In both of these capacities matters for my decision relating to the Mokau-Mohakatino No. 1 Block have come before me. The first application was made to me as Trust Commissioner on the 24th February, 1887, or thereabouts. An instrument was presented to me, purporting to be a lease from Wetera te Rerenga and others to Joshua Jones of part of the said block, and I was asked to give my certificate as Commissioner upon the said lease. Mr. Joshua Jones and Mr. Standish, as his solicitor, came before me at the Native Land Court, New Plymouth, accompanied by Wetera te Rerenga and another Native named Pumipi Kauparara, and produced the deed, and asked me to deal with it then and there. I declined, on the ground that the deed should have been forwarded to me in the regular course, through the Native Land Court Registrar at Wanganui.

The practice in such cases is for the Registrar to receive the instrument, collect the fees, and forward the instrument to the Commissioner with a list of the owners of the land, which he would take from the records in his office. It would be necessary for the Commissioner to ascertain the ownership before dealing with the title. Both Mr. Jones and Mr. Standish pressed me to take the evidence of the two Natives, because they had come from a distance, and it would be inconvenient for them to come again. I consented, on the express stipulation that it should be without prejudice to any decision which I might find it necessary to give. The evidence was taken accordingly, and interpreted by Mr. Thompson, who is a licensed Native interpreter, and who was in attendance upon the Court. The evidence was taken in writing by myself; I have a perfect

knowledge of the Native language. The document now produced [Exhibit No. 27] contains the original notes taken by me of the evidence given on that occasion. Finally, I decided that the application was not properly before me; and the papers, together with the lease, were then forwarded by Mr. Standish to the Registrar at Wanganui, in order that they might be forwarded to me in the regular manner. About three or four weeks after I received them from the Registrar, together with a statement as to the ownership of the land, a report of which will be found on the Trust Commission records of the Native Land Court, Wanganui. On receiving that report I considered the legal position of the matter, and decided that the applicants had no *locus standi* before me as Trust Commissioner, the case not being sufficiently ripe for decision. I based my decision upon the fact that the land dealt with in the lease was a "parcel of land" within the meaning of the interpretation clause of "The Native Land Court Act, 1886," and of section 4 of the same Act, and that until partition had been made it could not be said that the title to that particular land had been ascertained. I should explain that the lease purported to be for a part only of the Mokau-Mohakaitino No. 1 Block as defined in the interlocutory order of the Court. Mr. Standish thereupon gave notice of appeal, but subsequently withdrew the notice. The document produced [Exhibit No. 28] is a copy of my decision. The deed has not since come before me as Trust Commissioner. For the reasons I have already stated, the case has never been gone into on its merits under the Native Land Frauds Prevention Act. I may say that, had the deed purported to deal with "the interest of any" of the Natives who were parties to it, I should have allowed the case to proceed. Had the matter been in a position to proceed at that time it would have been my duty to notify as many as possible of the owners in the Form C of the Regulations under the Native Land Frauds Prevention Act.

I certainly should not have passed it on the evidence of the two Natives who came before me. I would have taken special precautions in this case, because I was aware of the report which Captain Messenger had made to the Government, which report had been forwarded to me officially by the Under-Secretary for Native Affairs. The report in question was forwarded to me with other papers in connection with an application made on behalf of Jones for an Order in Council under clause 51 of "The Native Land Court Act, 1886."

About April, 1887, having been informed by Mr. Standish that it was intended, instead of prosecuting an appeal, to apply for a partition of the land, I wired to Mr. Standish, reminding him that a survey would be necessary. In the telegram I quoted section 79 of "The Native Land Court Act, 1886." In October, 1887, I held a Native Land Court at Waitara, and an application was brought forward in the name of Te Aria, one of the owners, for a partition of the land. This application had been set down for hearing some three years previously, but no person had ever attended to prosecute it. On inquiry it turned out that Te Aria had been some time dead, but on the suggestion of the Chief Judge a successor was appointed to Te Aria for the purpose of carrying on the application.

This course was adopted to assist Jones, because no application had been lodged by any Native in his interest; and, as lessee, he was not in a position to lodge one on his own account, and also because it was too late to lodge a new application for hearing at that Court. The case for partition came on for hearing upon Te Aria's application. Mr. Standish appeared on behalf of Wetere and Mr. Hughes for a Native named Huia. Major Brown appeared for Natives who had not signed Jones's lease. A day or two before the application came on for hearing, I had received from Mr. Humphries, the Chief Surveyor at New Plymouth, a map which purported to be a topographical map of the Mokau-Mohakaitino No. 1 Block. It was clear, on the face of the map, that it was not a map made on actual survey. When I received the map I did not consider it a satisfactory one, and had an interview with Mr. Humphries about it and asked him why they had sent me a plan that was not made on survey. I also asked him what was the technical meaning of a "topographical map." He said he had received written instructions from Wellington to forward it to me and that a topographical map meant a map showing the contour of the country, but was not a survey plan.

When the application came on for hearing it was contended on the part of the applicant that the plan was a sufficient one. After some argument the Court reserved decision, and ultimately gave the written decision, a copy of which is now produced. [Exhibit No. 29.] Major Brown appeared for Hirawano and others, who were opposed to Jones's lease. The notes of the evidence taken at the hearing will be found in the minute-book of the Court at Wanganui. I consider that the Survey Department, in certifying that plan, placed the Court in a false position. After the decision had been given Mr. Jones had an interview with me, in which he accused me of having, as Trust Commissioner, given a decision in favour of Mr. Nevil Walker for land on the other side of the river in ten minutes, while I had refused him the certificate, notwithstanding that he had been so many years trying to get his title settled. I explained to Mr. Jones the difference between his case and Mr. Walker's—namely, that in his deed a portion of the owners purported to alienate absolutely a portion of the land of which no partition had been made, whilst in Walker's case the adult owners conveyed the whole of their interest in the block, so that no partition was necessary. That was the Mangapapa Block.

JAMES MCKERROW, having been sworn, gave evidence as follows:—

I am Surveyor-General for the colony. The plan produced is the plan of the Mokau-Mohakaitino Block, which has just been completed by the Survey Department for the Native Land Court. [Exhibit No. 1.]

I believe the cause of delay in former years in the survey has been Native obstruction, but I have no personal knowledge. The Chief Surveyor in New Plymouth would be the person to give information on that point.

The plan now produced is a plan approved by the Chief Surveyor at New Plymouth, as an

officer authorised by me under section 79 of "The Native Land Court Act, 1886." Upon that plan a certificate of title may issue, so far as the Survey Department is concerned. I do not know what portion of the block is included in Jones's lease. I have never seen the lease. It is a plan on which the certificate of title will issue when all objections to boundaries by adjoining owners have been disposed of.

The difference of area which would be occasioned by the alteration of the boundary-line of Jones's lease from Totoro to Punirau and thence to the source of the Mohakatino River would be about 20,000 acres.

With regard to the map produced before Judge Wilson at the Native Land Court held at Waitara towards the end of 1887, that map was approved by Mr. Humphries in August of that year, with my sanction, for the purposes of the said Court. I consider that that plan would have been a sufficient plan on which to issue a certificate of title.

It was what we call a topographical plan—that is, a plan founded upon a trigonometrical survey, and the features partly fixed by triangulation and partly sketched in between. For all practical purposes I consider it as good as the more detailed plan now before the Court. The actual difference in area between the two plans as given is about 500 acres on a total of 56,500 acres in the one case and 57,000 in the other.

I am not prepared to say that either area is accurate within 500 acres, the country being very difficult to survey. An absolutely accurate survey would cost probably from £1,500 to £2,000, and would not be more valuable for practical purposes.

I do not know why the plan was rejected by the Court. By the instructions of the Government the present plan has since been prepared on actual survey at the cost, in the first instance, of the Government.

So far as I know, there is no reason why the certificate of title should not now issue. That is a question for the Native Land Court after the objections to the boundaries have been decided.

I consider that a topographical plan would have been quite sufficient to have deposited for objections, as it does not differ materially from the present plan.

I consider that the topographical map was a survey within the meaning of the Act.

I consider a survey to mean a sufficient representation of the ground to enable it to be identified.

On applying the plan of the topographical survey to the plan of later survey, I find very little difference between them, and such difference as there is would practically be of no importance, as it is all on the natural boundaries, which are unmistakable rivers.

The cost of the present survey will be a lien on the land.

FRIDAY, 6TH JULY, 1888.

THOMAS HUMPHRIES, having been sworn, gave evidence as follows:—

I am Chief Surveyor of the Taranaki District.

I am the officer deputed by the Surveyor-General to certify maps, &c., under the Native Land Act in the said district. The first application made to me for the survey of the Mokau-Mohakatino is the paper now produced, signed by Epiha Karoro and others, which was forwarded to me by Mr. Joshua Jones in December, 1878. This is an application for a survey of a small part of the said block at the seaward end. The surveyor recommended to make the survey was Mr. Dudley Eyre. As Mr. Eyre had then recently been discharged from the Government service on account of incompetency, I declined to authorise him to make the survey. It was Mr. Joshua Jones who proposed Mr. Eyre to me as the surveyor to do the work. I then received instructions from the Surveyor-General to put Mr. Skinner, one of the staff-surveyors, upon the work. I received the instructions in January, 1879, but Mr. Skinner did not actually start on the work until the 4th September of the same year. The reason of the delay, to the best of my recollection, was that some of the Natives objected to a survey being made. In September, 1879, the obstructions to the survey by the Natives had ceased, and Mr. Skinner then went on the ground and cut a line from Koatututahi to Waipapa. This survey was for 1,780 acres at the seaward end of the block, being only a small portion of what is now known as the Mokau-Mohakatino Block No. 1. The cost of Mr. Skinner's survey is now a lien on the land for about £127. The map of Mr. Skinner's survey was completed and signed by me as an "incomplete recognizance survey." The object of Mr. Skinner's survey was to apply to the Court for an order for a title to that portion of the land separately. Nothing further was done until the 9th September, 1881, when the application now produced was received, being an application by Epiha Karoro and others to have the title investigated to a piece of land therein described, and which is almost the same land now known as the Mokau-Mohakatino No. 1 Block. Upon this application the title was investigated at a Court held at Waitara in June, 1882, and the order of the Court already produced was made thereon. I was present for a short time at the sitting of the Court, having attended at the request of the Chief Judge to give some explanation as to the confiscation boundary-line. The Court, so far as I am aware, made no order about the survey of this land, nor was anything whatever about a survey said in my presence.

On the 10th of August following I received a telegram from Rewi Maniapoto [Exhibit No. 6, produced] to the effect that the Natives wished the Government not to interfere with the survey, and that they had selected Mr. J. L. Tole to do the work, and requesting authority for Mr. Tole to go on with it. It was requisite for such authority to be given before Mr. Tole could lawfully proceed with the work. Having satisfied myself that Mr. Tole was a proper person, I gave the authority accordingly, and informed Rewi to that effect, and stated that Mr. Tole should come to my office to get the necessary instructions. This was on the 31st of August, 1882. On the 13th of September I received a telegram from Mr. Tole to the effect that he was engaged on a large survey, but would

come to New Plymouth and see me as soon as he could. [Exhibit No. 7]. On or about the 16th September I wired both to Rewi and Mr. Tole from Wellington that the survey must be deferred until Mr. Bryce had gone to the Waikato. The reason I did this was that I had in the meantime been sent for by the Native Minister, Mr. Bryce, who told me that until the Natives would allow a triangulation-survey to be proceeded with by the Government (which they were resisting) no other survey in that district could be gone on with, and that he was going to the Waikato shortly and would see about it himself. Nothing further was done to my knowledge until April, 1884, when I received instructions from the Surveyor-General [Exhibit No. 8, produced] that it was necessary, for the purpose of defining the boundary of the King Country Block, then about to be brought before the Court, that the eastern portion of the Mokau-Mohakatino Block should be ascertained, and that I should proceed to get it surveyed by a staff-surveyor. Notice was thereupon sent by me to the principal Natives interested in the Mokau-Mohakatino Block. It was explained to them that the object of the survey was simply to exclude the Mokau-Mohakatino Block from the King Country Block. That was the reason the Government had for undertaking the survey at that time. Consequent on this I received a letter from Mr. Jones [Exhibit No. 9, produced], objecting to the Government interfering with the survey. I forwarded Mr. Jones's letter to the Surveyor-General, and also informed him that a number of Natives had waited on me at my office and urged their objections in person. Wetere te Rerenga and Te Horo were two of the Natives who waited on me on that occasion. I suggested in my memorandum to the Surveyor-General that Wahanui's influence might be obtained to overcome opposition. In June, the following month, I received a memorandum from the Surveyor-General [Exhibit No. 10, produced] to the effect that the Native Minister was of opinion that nothing could be done at present to remove the opposition. I had made all arrangements for a survey, and a surveyor was in town waiting to proceed with it, but in consequence of the Surveyor-General's memorandum the arrangements fell through.

The next thing that happened was my receipt of a telegram from the Surveyor-General, dated the 10th of October, 1884, stating that Mr. Rawson had applied on behalf of Wetere and others to be allowed to survey this and the Mohakatino-Parinihi No. 1 Block, and asking my opinion. I replied that, in the Mokau-Mohakatino, the back country having been so insufficiently defined by the Court, and the Natives objecting so strongly to it, that the block should not be touched until the Chief Judge had come to some decision as to the definition of the boundary, and after the case had been submitted to him for that purpose. Rerenga's application for Mr. Rawson to be allowed to survey did not include Mokau-Mohakatino No. 1. I heard nothing further about Mr. Rawson's application.

In September, 1885, I was informed by Mr. Percy Smith, the Assistant Surveyor-General, that arrangements had been come to by himself and the Chief Judge, and approved by the Native Minister, with regard to the definition of the said boundary, commencing at Totoro, and desiring me to inform the Natives accordingly, which I did. Wetere either wrote or sent to me to say that he would go with Mr. Skeet to assist him in carrying out the arrangements (which, however, he did not do), so as to prevent opposition by other Natives.

On the 15th November I received instructions from the Native Minister to proceed with the survey, and I then sent Mr. Skeet up to Mokau to commence the work. Mr. Skeet went up, but Wetere did not accompany him, as he had promised to do, and on the 14th of December I received a letter from him [Exhibit No. 11] to the effect that the Natives were opposed to his commencing at the mineral-spring near Totoro; in consequence of this opposition he then returned to New Plymouth, and on the 21st of December Mr. Skeet made a formal report to me [Exhibit No. 12], a copy of which I forwarded to the Surveyor-General, together with my own observations thereon. On the 28th of December I received a letter from Mr. Jones [Exhibit No. 13, now produced], complaining of Mr. Skeet's proceedings. I have also seen communications from Mr. Jones to the Surveyor-General to the same effect. The Surveyor-General also informed me by telegram that a communication had been received from Epiha complaining of Mr. Skeet being sent to survey the land. I thereupon forwarded to the Surveyor-General a report [Exhibit No. 14, now produced]. About a week after this I went up to the Mokau-Mohakatino myself to inquire into the matter, and on my return forwarded to the Surveyor-General my two reports [Exhibits Nos. 15 and 16, produced], which reports, in my opinion, contain a full refutation of the charges against Mr. Skeet, and contain a true account of my interview with the Natives on that occasion. The principal object of my visit was to try and settle the boundary question, and to make another attempt to cut a line from Totoro. The whole matter was discussed at a meeting of Natives at Mokau Heads, at which I was present, and the Natives refused to allow any line further inland than Kokahurangi. I then went to see the up-river Natives at Totoro, who expressed the same determination, and again at the village of Ruangarahu. From thence, according to my instructions, I went to interview Wahanui at Mirohuiao, some fifteen miles from Totoro; he also was firm in his determination that the boundary should not be further inland than Kokahurangi. Mr. Dalziel was thereupon set to work to cut a line accordingly, which he completed about the end of February. A map compiled from his survey was then prepared for the Land Court; the area included in Mr. Dalziel's survey would be about thirty-four thousand acres. The plan prepared on Mr. Dalziel's survey was the one produced before the Court at Otorohanga in August, 1886, when objections were taken to the boundary; and after a discussion, in which Wahanui, Te Rerenga, and other Natives took part, an agreement was come to by which the boundary was placed fully three miles down the river, at a point called Mangaruahine, and from thence to Waipapa, and thence to Matapeka, which would reduce the area to about twenty-three thousand acres. The next that I heard of it was when the Court was about to be held at Waitara in October, 1887. A few weeks before the sitting of the Court I received instructions from the Surveyor-General to compile a map for the Court from our topographical maps, and to fix the eastern boundary by a line running due south from the spring at Motukaremu, which is above a mile eastward of the mineral spring at Totoro. The map was prepared accordingly, and is the map which was put before the

Court at its sitting at Waitara in October, 1887. That map is now in the office of the Surveyor-General in Wellington.

I was not present at the sitting of the Court, but have been told that the map was rejected by the Court as insufficient. Consequent upon the rejection of the topographical map, I received instructions to make a complete survey of the block according to the boundaries, as shown in the topographical map, which has now been completed, and an approved map was forwarded to the Chief Judge on the 19th of June. The cost of this last-mentioned survey is £408, which, added to the lien previously existing, makes a total of £535 6s. 5d. survey lien.

The final line from Motukaramu was cut by Mr. Dalziel. The topographical map which was produced before the Court did not profess to be a survey according to the regulations for surveys under the Native Lands Act, but only a sketch not made from actual survey. Comparison with the final survey shows it to have been a remarkably correct sketch, but it would have been impossible to have placed the same reliance upon it as upon a complete survey; there might be a very considerable difference of area, which would not be capable of deduction by office examination. It is surprising in the present instance that the area has turned out to be so closely estimated.

SATURDAY, 7TH JULY, 1888.

Mr. THOMAS HUMPHRIES's examination continued.

At the time the topographical map was produced before the Court in October, 1887, the boundary had not been defined on the ground in the manner required by section 44 of the Native Land Court rules and the General Survey regulations as applied to Native lands. No line had been cut along the eastern boundary, nor had any pegs been put in. There was nothing by which Natives could know on the ground the position of the boundary-line, excepting at the starting-point, which was a natural feature—namely, a mineral-spring. Considering the purpose for which that plan was put before the Court, I should consider it essential that the boundary should have been marked on the ground itself, because the primary object was to settle objections to the boundaries, without which no final certificate could issue.

I think it likely that the up-river Natives would be misled by what had taken place at the Land Court at Otorohanga, as a boundary was agreed to before Judge Mair, which was some miles seaward of the boundary shown on the topographical map which was prepared by me under instructions from the Surveyor-General in Wellington, on which some correspondence took place. [Exhibits Nos. 18 to 25 produced.]

In February, 1886, the day before Mr. Dalziel started for Mokau to make the final survey, Takirau te Horo and a number of other Natives from Mokau, came to me at the Survey Office, New Plymouth, to protest against any survey being made. There were eight or ten of them. I knew some of them to be persons claiming an interest in the block. I told them that Mr. Dalziel had made all arrangements for leaving by the steamer, and would go the next day (the Natives were at the time attending the Resident Magistrate's Court in a case of assault which had been preferred against Mr. Joshua Jones by one of them). Mr. Dalziel did leave accordingly. I cannot say of my own knowledge how he succeeded in getting the line through. I know that Topuni came to me while Mr. Dalziel was at Mokau, saying that Mr. Dalziel had sent him to see me on account of objections to the survey. Topuni seemed very angry about it, but cooled down when I told him it was not a final settlement of the boundaries, and that the Natives would have an opportunity of objecting.

THOMAS HUMPHRIES (recalled).

The practice with regard to land passed through the Native Land Court in 1882 was, that the persons interested would, under certain conditions, be allowed to make the survey on application. It was my duty, with regard to cases in my district, to make inquiries as to whether there was likely to be any trouble with the Natives. If it appeared to me to be a clear case I was allowed to authorise the survey, subject to the sanction of the Surveyor-General. In this particular instance I did authorise it. My reason was, as my letters to the Surveyor-General show, that Rewi having agreed to the making of the survey, I thought there would be no difficulty. In the ordinary course of things there would have been nothing to prevent Mr. Tole from proceeding with the survey, had not the Native Minister interfered. In my opinion, the survey might have been made at that time as far as the Natives were concerned; otherwise, I would not have recommended his application.

It was in December, 1885, that I first called the attention of the Surveyor-General to the fact that there were two mineral springs in the neighbourhood of Totoro. I have no doubt it was in consequence of Mr. Skeet's report to me that I did so. I did not know of it myself personally until I went up there in the following year. To the best of my recollection, I did not know of it before Mr. Skeet went up in December, 1885. The action taken by the Survey Department in trying to find a line to the eastward of Totoro, in the direction of Umukuimata, was in consequence of a memorandum of the 18th September, 1885, which I received from Mr. Percy Smith, Assistant Surveyor-General, in which he states that, at a consultation between himself and the Chief Judge of the Native Land Court, it had been decided that it would be best to follow this course.

I cannot say whether it was brought under the notice of the Chief Judge at that time that there were two mineral springs; but Mr. Skeet, who had, I believe, knowledge of that fact, was in Auckland at that time, having been sent there expressly by the order of the Surveyor-General to give all information that was required. When Mr. Skeet went up to Mokau his instructions were, if possible, to survey the boundary by way of Umukuimata; but if he could not get that line he was to do his best to get some line that would satisfy the Natives, so as to be able to put a plan

before the Court for exhibition. The Survey Department had at that time definitely given up the idea of running a line due south from a spring at Totoro, our reason being, in the first place, that the terminal of such a line would not strike the Mohakatino by some miles; and secondly, because a line taken from either of the springs would, according to the topographical map, which was all the information we then had, appear to cross and recross the Mokau River. It has now been ascertained by actual survey that the sketch-maps on which we were going at that time showed the river about a quarter of a mile out of position at that point.

At the time the order of Court was made the country was unknown further than a sketch which had been made by Mr. Rogan of the Mokau River. The line as at present cut from the mineral spring southward is about fifteen miles, and strikes a little over three miles from the source of the Mohakatino River. The country was very rough, and it would be most difficult in those days, without an actual survey, to determine how near a line running due south would go to the source of the Mohakatino. If that line was guessed, and came within three miles of the source of the Mohakatino River, I should say it was a good guess for a person not a surveyor.

The only maps which the Native Land Court has had from the Survey Department have had the eastern boundary-line marked from the Motukaramu spring. I observe that Mr. Skeet says in his evidence that he had some trouble with the Natives about connecting the two mineral springs. I do not know whether in so doing he considered it necessary to cross to the north side of the river. If he had crossed to the north side of the river it might probably excite some suspicion amongst the Natives. The springs are on opposite banks of the river. So far as I am aware, the Survey Department never looked for a punga peg on the Mohakatino River. My attention was never called to the fact that Jones's original agreement purports to include a point called Motukaramu. I never knew there was any agreement between him and the Natives prior to the lease in 1882. I have before seen the deed now produced. [Deed produced, dated in 1876.] I saw it my office in Jones's hand: it may have been two years ago. I think he showed it to me in connection with some discussion we were having about the springs. I believe it was in support of his contention that the spring intended was Motukaramu. I did look at the map on the deed, but I was under the impression that it was his lease of 1882, the boundary of which had been cut back to the line at Mangapohue, which line was shown on the map in question. I did not read the deed, nor look at the date of it, nor any name mentioned in it. With regard to the deed produced by Jones, I have always thought that the eastern boundary, as shown in the map on that deed, was a matter that concerned only the Natives, and not Jones. With reference to the assertion by him that I assisted Mr. Skinner in preparing a plan for the original deed, all the assistance I gave him was to allow him to take a copy of a sketch of the Mokau River made by Mr. Rogan I should think as long ago as 1850.

HARRY MAY SKEET, having been duly sworn, gave evidence as follows:—

I am Assistant-Surveyor in the Survey Department, New Plymouth.

About the 11th September, 1885, by instructions from the Chief Surveyor, New Plymouth, I proceeded to Auckland to confer with the Assistant-Surveyor-General, Mr. Percy Smith, as to the eastern boundary-line of the Mokau-Mohakatino Block No. 1. The reason was that it had been found necessary, for the purpose of defining the line of the King Country Block, to ascertain the boundaries of the land described as the Mokau-Mohakatino No. 1 Block, so as to exclude the same from the King Country. After conferring with Mr. Smith, and a reference of the matter to the Chief Judge of the Native Land Court, it was decided to start a line from the mineral-spring at Totoro. I returned to New Plymouth, and in December following I went up to Totoro. My instructions were to confer with the Maoris, and to endeavour to define on the ground a boundary that they would agree to. On my way up, at Mokau Heads, I saw Rangi, one of the principal Mokau Natives, who referred me to Wharo, an up-river Native, who would show me the different points. I suggested to Rangi that I should commence at the mineral-spring at Totoro, and from thence eastward to the Tawhiti-Raupeka Range, and to follow that range to the source of the Mohakatino. This would be considerably to the eastward of the boundary fixed by the Court. My reason for taking it by that line was that a line due south from Totoro, as expressed in the order of the Court, would cross the Mokau River in several places, and would not agree with the natural boundaries given in the order. The next day Wetere arrived. I remained at Mokau Heads that night. I informed him what had been done, and explained to him the way the line would run, if cut from Totoro, crossing the river, and he said, "Turn when you come to the river." I did not agree to this, because the order of the Court was for a straight line. He then proposed going straight from Totoro to the end of the confiscation-line. This, I told him, would include part of the country owned by the Ohura Natives. He then said, "Turn when you get to their country." At last he referred me to Wharo, and said he would give me a note to take me on to Wharo. Wetere never offered to go with me himself to Totoro. I do not remember whether I asked him to do so. This was all the information I could get from him.

Mokau Heads is about fifty miles from Totoro by the river.

I went with Pahiri to Wharo, whom I found about seventeen miles beyond Totoro, at a place called Miroahuiaio.

I was referred to Wharo by Wetere as being one of the principal Natives of the district. I explained to him that the object of the survey was to cut out the Mokau-Mohakatino No. 1 Block from the King Country Block, and that I thought there was a Native boundary along the Tawhiti-Raupeka Range, and thence along that range to the head of the Mohakatino River from Totoro, as I before mentioned. Wharo agreed that there was a boundary there, but wanted to know what Natives they were who brought the boundary up to Totoro, and what was their object in doing so, and that until he knew who the Natives were he would give no assistance. I did not know the names of the Natives, so could not tell him. Wahanui was present at the time he happened to be

there on a visit ; he took no active part in the discussion as to the boundary, but read a letter to me that the Natives had written about Joshua Jones getting the Natives down the river to sign some paper (as Mr. Jones said), to get their names put on the electoral roll, but that the Natives themselves were suspicious that it was for some purpose about land at Mokau, and that they had sent the letter to Mr. Ballance—the then Native Minister—and were awaiting an answer. Wahanui said that Mr. Percy Smith had spoken to him to have the Mokau Block cut out, but that he first wanted to find out who claimed the land and who had got it put through the Court. When I told Wharo of the line, as fixed by the order of the Court, due south from Totoro, he said there was no such Native boundary. I was about two hours with him, but could come to no conclusion, except to wait. Wharo remarked that as soon as they (the Natives) were satisfied, he would soon find men to show me the boundary.

I returned to Totoro the same day and informed the Natives there what had taken place, which they quite agreed in, and said they would follow the same course.

The next day I told the Natives that I would send down for my instruments, and that I would connect the two mineral-springs so as to fix the position. Te Huia told me I had better not, as it would cause trouble between themselves.

I was absent for a few days on other work in the district, and returned to Mokau Heads and saw Wetere. He stated that Paiura had brought this particular block before the Land Court, and that he had interfered and saved the land from being taken away from the proper owners. On referring to the *Gazette* notice, of which he had a copy, his statement proved incorrect. Some of the up-river Natives were present at this conversation, and expressed great surprise that the land had been dealt with by the Court as far as Totoro. I then returned to New Plymouth. The Natives agreed that Epiha Karoro had a claim as far up the river as Kokahurangi, and that there was a Native boundary running across from there to the Mohakatino Stream. I suggested to have that boundary marked and surveyed, and to then get it settled in Court. That would be about half of the area of the Mokau-Mohakatino Block No 1, as at present surveyed. I had met Epiha on my way down to Mokau Heads, and he then admitted to me that he had no claim up to Totoro. Another Native, Te Oha (since dead), had previously told me of this boundary running across from Kokahurangi ; that was why I proposed it. I then returned to New Plymouth, and reported to the Chief Surveyor.

In January, 1886, Mr. Humphries (the Chief Surveyor) and I went up the Mokau River to Totoro, and on my way up we saw the Natives, both at Mokau Heads and at Totoro, and also at Miruahuiā, and saw Wharo and Wahanui at the last-named place. The Natives all agreed to the cutting of the line from Kokahurangi to the source of the Mohakatino, and I then commenced that line, which was subsequently finished by Mr. Dalziel, and a plan prepared accordingly. This was the plan which was put before the Native Land Court at Otorohanga, held before Judge Mair in October, 1886. I believe the boundary was there objected to, and that another line further to the seaward was fixed by agreement between the Natives ; but the amended line was never surveyed. When I explained to the Natives the effect of the order of the Court, and showed them the sketch-plan which I had with me, they all expressed great surprise at the boundary having been taken to Totoro.

At the time of my visit to Mokau I knew nothing officially of Jones's lease ; my object was solely to get the line for the purpose of the Aotea Block, the survey of which had been undertaken by the Government.

Many of the Natives mentioned Mr. Jones's claim to me, and said if the survey was for the purpose of his lease they would have nothing to do with it. I always told them I had nothing to do with Jones's lease, and that the survey was for the purpose which I had explained to them, and for no other. I said I wanted simply to divide the two blocks, and they could then settle the boundaries between themselves.

One of the Natives, a woman named Tukiata, was very excited about the lease. She said if her signature was to the lease she had not put it there, and she would have nothing to do with it.

I took full notes of all that passed at the time to which I have referred in giving this evidence.

PETER DALZIEL, having been duly sworn, gave evidence, as follows :—

I am one of the staff-surveyors in connection with the Survey Department in New Plymouth.

In February last I proceeded to Totoro under instructions from the Chief Surveyor. My instructions were to run a line from the mineral-spring at Motukaramu, which is about a mile to the eastward of Totoro, due south to a point about three miles east of the source of the Mohakatino.

At the time I started the principal Mokau Natives were in New Plymouth, in attendance at the Magistrate's Court in a case of assault against Mr. Joshua Jones ; these were the Natives from the Mokau Heads, at the western end of the block. Their settlement is about fifty miles from Totoro. There is no Native settlement between Totoro and Mokau Heads. When I got to Totoro I found that most of the Natives interested in the block, who resided at Totoro, were absent. I was told by the other Natives that they were attending the late Native Land Court at Otorohanga. It was the principal Natives who were absent.

The Natives who were principally interested in the survey were absent at Otorohanga. There were a few young men left at Totoro, also a Native named Topuni, who was one of the leading Natives of that settlement. I should think, including women and children, there were about twenty or thirty Natives still left at Totoro.

The same day I arrived I proceeded to fix the starting-point. In making the necessary traverses I was obstructed by some women, who pulled up the poles. At that time I was working on the other side of the river, outside the Mokau-Mohakatino Block. They finally allowed me to fix the starting-point at the mineral-spring of Motukaramu, and I commenced to run the line. After I had

got some little distance with it, Topuni came up and objected; he told me he was going to New Plymouth the next day, and I told him he had better see Mr. Humphries, which I believe he did; after that I had no difficulty in putting the line through. From the manner of those who were there I think that, had most of the Natives not been absent at Otorohanga, I should not have been able to make the survey. When I started from the Heads the Natives who were there objected to my making the survey, and refused to let me have canoes to go up the river. I told them that would not stop me. I have seen the plan which has been finally approved by the Chief Surveyor. The eastern boundary has been defined on the ground. A line has been cut and pegs put in at all necessary points. The Natives would have no difficulty in finding that line. When I got to the south end of the line, I did not return to Totoro, but went up the Mohakatino. It took me two months to run the line. I cannot say for certain whether the Totoro Natives had returned from Otorohanga before I had finished. The distance from Totoro to the termination of the line is between fourteen and fifteen miles. It was only the older Natives from whom I would have expected any objection; they were the ones who were absent. I had no communication with Totoro from the time I started the line. I think it was a particularly favourable opportunity for running a line through, on account of the absence of the Natives. Had they been all present I should have expected opposition.

JAMES RUSSELL, having been duly sworn, gave evidence as follows:—

I am a barrister and solicitor residing in Auckland. I have an unascertained interest in land on the north bank of the Mokau River. I have no interest whatever on the southern bank of the Mokau River, nor have I ever tried, either directly or indirectly, in any manner whatever, to acquire any.

I was interested with Mr. Nevil Walker in negotiations for land on the northern bank of the river. Major Brown has, I understand, acted as sub-agent for Mr. Walker in negotiating with the Natives for that land, but I never myself employed him or had any communication with him.

I know nothing personally of Mr. Jones or his affairs. My attention has been called to a telegram which has been quoted by Mr. Hamlin in the House of Representatives as having been addressed to a person at Waitara. It apparently refers to some matter with which Jones is connected. I know nothing whatever of that telegram; I never saw or heard of it until it was mentioned in the House. I have heard that my name has been connected with it, but there is absolutely no foundation for the statement.

I have heard that it has been stated in a Wellington paper that Major Brown, agent for Messrs. Morrin and Russell, was at Waitara during the sitting of the Commission with the Natives who are opposing Jones's interests. The suggestion that Major Brown was acting for Mr. Morrin and myself is totally untrue so far as I am concerned. I have held no communication with Major Brown, either directly or indirectly, upon the matter.

THOMAS MORRIN, having been duly sworn, gave evidence as follows:—

I am a merchant, residing in Auckland. I had an unascertained interest jointly with Messrs. Russell and Nevil Walker in land on the north bank of the Mokau River. I have never had any interest in the south bank, nor have I tried to get any interest. I have never employed Major Brown to negotiate on my behalf for land on the south bank of that river, nor have I employed any other person. I have never interfered with Jones's negotiations with the Natives in any way, nor has any agent of mine by my instructions.

My attention has been called to the telegram quoted by Mr. Hamlin in the House of Representatives as having been sent to a person at Waitara, referring, apparently, to some matter with which Jones is connected. I know nothing about that telegram whatever. I have had nothing to do with any telegram in the matter. I did not instruct Major Brown to attend at Waitara during the sitting of the Commission to represent any interest of mine. I am not aware that he so attended. I have no interest whatever in opposing Jones's lease, and have never done so.

NEVIL SEPTIMUS WALKER, duly sworn, gave evidence as follows:—

I am at present residing at Onehunga. I have an interest in a lease on the north side of the Mokau River. In 1877 I was present at the meeting between Sir George Grey and Mr. Sheehan with the Maniapoto Natives at Waitara. My reason for being at Waitara was having arranged with Mr. George Stockman to go in for a lease of land on the north side of the Mokau River, which we did. Mr. George Stockman and I were partners in the said lease. That land was, on my application, gazetted for hearing at the Native Land Court at the same time that the Mokau-Mohakatino No. 1 Block was gazetted. After Mr. Jones had put his block through the Court he used his influence with Wetere to get the block in which I was interested withdrawn from the Court, Wetere being one of the principal Natives interested and taking a principal part in conducting the case. I applied repeatedly to get a sitting of the Court for hearing the application for the land in which I was interested. I resided at Waitara for five years, during which time the negotiations cost me £7,000. I know of no one else who was trying to negotiate for the same ground that I was in treaty for until latterly, when Mr. Owen and Mr. Richmond turned up in connection with it, they both knowing that the land was negotiated for by me. I had no partners except Mr. Stockman until about eighteen months since, when, all my money having become expended through Murimutu and this transaction, Mr. James Russell joined me and advanced a few hundred pounds.

Mr. Morrin may have some interest with Mr. Russell, but I know nothing of him in the matter. I have never in any way tried to get land on the south side of the Mokau River, nor have I ever endeavoured to influence the Natives to repudiate Jones's lease. I made an express stipulation with Major Brown, who witnessed some of the signatures for my lease in his capacity of Justice of the Peace, that he should not in any way interfere with Jones's affairs. My reason was that, while he was acting in his capacity as Justice of the Peace for me, he should not mix himself up

with any negotiations for Native lands. Mr. Charles Brown, a half-caste, acted as my interpreter throughout the transaction. I have no desire whatever to acquire any interest in land on the south side of the Mokau River, and have never tried to do so. My attention has been called to a report of a speech made by Mr. Hamlin in the House of Representatives, as reported in *Hansard*. I never saw the telegram referred to in his speech as having been sent to a person at Waitara, but I know something of its history. It is a telegram which was sent about June, 1882, by Mrs. Brown to her husband at Waitara; it had no reference to me whatever or to my transactions. Jones, acting in conjunction with the Natives, had endeavoured to get Mrs. Walker's name excluded from the title to the Mokau-Mohakaitino No. 1 Block. In consequence of Rewi's and Taiaroa's interference Mrs. Walker's name was inserted as an owner of that block, as she had a right to be. It was in consequence of this attempt to exclude Mrs. Walker from the Mokau-Mohakaitino Block that the telegram in question was sent. The person named "Maggie" in the telegram is Mrs. W. H. Grace. The telegram was sent by Mrs. Brown in my wife's interest, but without my knowledge. The telegram may have been signed by Mrs. Walker also; she can, however, speak for himself. Previous to Jones's interference with Mrs. Walker's right to the land, we had been on friendly terms with him. I attribute Jones's opposition to the passing of the block in which I was interested through the Court to a desire to prevent the coal being worked on that side of the river.

My attention has been called to a paragraph in the *Wellington Evening Post* stating that Major Brown was at Waitara during the sitting of the Commission in the interests of Russell and Morrin. Major Brown was not there as my agent, nor did I give him any instructions to oppose Jones's interests in any way.

During the time Rewi was living with me at Waitara I was in constant communication with the Native Minister, who wished the influence of Mrs. Walker and myself with Rewi to get the King country, including the Mokau District, opened up. I sometimes received two or three telegrams a day from the Native Minister on this matter. It was while Rewi was staying at my house that the meeting between Sir George Grey and the King-country Natives took place at Waitara. It was during that meeting that Rewi consented to meet Sir George Grey, and I and Mrs. Walker went with him on that occasion. I have a letter from Mr. Sheehan, then Native Minister, thanking me, in his own name and on behalf of the Government, for being instrumental in bringing about that meeting, and also a subsequent and more important meeting, with the chiefs of the Maniapoto.

CHARLES BROWN, having been duly sworn, gave evidence as follows:—

I am Major in the Taranaki Militia, and am residing in New Plymouth. I do not know much of the Natives at present residing at Mokau. About June, 1886, I was requested by Te Oro and Tunutaia to put a notice in the New Plymouth papers to warn Europeans that they would not agree to give up their land to Jones, and I had notices to that effect inserted. I was subsequently requested by others of the Mokau Natives to insert similar notices, which I did not do.

About October, 1887, several of the Mokau Natives signed an authority for me to appear on their behalf before the Native Land Court to represent their interest on an application made by Wetere and others for a partition of the Mokau-Mohakaitino No. 1 Block. The Native who principally acted in instructing me was Hirawanu, otherwise Tukutataiheke. The application was heard before Judge Wilson in October, 1887; it was on that occasion that the topographical map, certified by the Chief Surveyor, was placed before the Court; the application was dismissed by the Judge for reasons stated by him. Hirawanu was examined before the Court on that occasion. My instructions were to oppose anything that would confirm Jones's lease. The question of Jones's lease was not again gone into upon that occasion. The case was dismissed owing to objections as to the sufficiency of the survey. I have previously, at the request of some of the Natives, written a letter to Mr. Ballance, which was signed by them, complaining of Jones's conduct towards them in killing their pigs and striking one of the owners of the land. I know nothing about that except from their own statement. I have acted as agent for Neville Walker in getting the signature of one of the owners of a block north of the Mokau, for which he was in negotiation.

That is all I have done for Walker previous to 1887. I attended with Mr. Walker before Chief Judge Macdonald to assist him in the proceedings relative to Mangaoera and Mangapapa Blocks, which were then taken before the Court, with respect to which he was carrying on some negotiations with the Natives. I have never on his behalf interfered in any way with the Mokau-Mohakaitino No. 1 Block. I have never been asked by him to do so, nor by any other person except the Natives; in fact, Mr. Walker made it a condition before we left Waitara on his business that, while so employed, I should not interfere in any way in Jones's business. Te Rerenga was present to the best of my belief, and it was explained to him. The reason that Mr. Walker gave was, that he did not wish Jones to have any excuse for interfering on his side of the river; he thought that they could each very well attend to his own business without interfering with each other.

I saw Mrs. Walker at Waitara about twelve months ago. I believe she is one of the owners of the Mokau-Mohakaitino No. 1 Block. She told me in Wetere's presence that Jones and Wetere wanted her to sign Jones's lease, and asked me what I would advise; she said Wetere wanted her to sign. I said I doubted whether it would be right under the Act of 1886, but recommended Wetere to telegraph to the Chief Judge, which he did, and showed me the telegram before he sent it.

I am not acting for Messrs. Morrin and Russell, or for any other European in connection with Mokau-Mohakaitino No. 1 Block. I have never attempted to dissuade Natives from signing Jones's lease.

I was at Waitara on the afternoons of the second and third days of the sitting of the Commission there. On the first occasion I was informed by Mr. Butler that the sitting was over. Te Oro spoke to me about the matter after he had given his evidence. I did not see him before. I did not speak to any of the Natives, who were examined before the Commission, before they gave their evidence. I may have talked to some of them afterwards, but I did not ask them any questions as

to what they had said, or suggest anything as to what they should say. I had no interest in doing so either on my own account or for any other person. I did not go down to Waitara in connection with the inquiry, but on other business. I went down in consequence of a message from the Natives to take money down. I went down to see what they referred to, and ascertained that it was their expenses and allowances from the Resident Magistrate's Court in the cases that were heard between the Natives and Jones in February last. My second visit was to take them money which I had received on their account.

SATURDAY, 28TH JULY, 1888.

ANNIE WALKER, having been duly sworn, gave evidence as follows:—

I am the wife of Nevil Septimus Walker. I am one of the owners named in the Order of Court for the Mokau-Mohakatino No. 1 Block. I have not signed a lease to Jones. I have been asked many times to do so, both by Jones and Wetera te Rerenga. I remember some time in July of last year being asked by Wetera to sign it at Waitara. The lease was not produced. I consulted with Major Brown about it, and he advised that Wetera should telegraph to the Chief Judge to ask if it would be legal to do so. It was on that account that the telegram to Judge Macdonald was sent. It was not in consequence of the reply of the Chief Judge that I was prevented from signing. I would not have signed in any case, and have never had any intention of doing so. I have always refused to do so, as I consider that Jones was the cause of the block on the north side of the river, for which Mr. Walker and Mr. George Stockman were negotiating, being withdrawn from the Court by Wetera te Rerenga at the time when the Mokau-Mohakatino No. 1 Block was put through. It was on that account that I and my friends acted against Jones at the time he was trying to get the lease. I observe that the telegram says that "the people" are waiting to sign. It is not true that there was any one there waiting to sign. The telegram referred to no one but myself. I was one of those who signed the telegram referred to by Mr. Hamlin as having been sent to a person at Waitara. It was signed by me and by Mrs. Jane Brown, wife of Mr. Henry Brown, then at Waitara. That telegram was sent a few days after Judge Fenton gave his decision for the Mokau-Mohakatino No. 1 Block in 1882. Mr. Walker had nothing to do with the sending of that telegram, nor was he one of the Europeans referred to in it. We had no one particularly in view at that time, but we had been trying to get some one to take up the lease against Jones. We sent the telegram from Auckland. When we got back to Waitara all the Maoris had gone up with Mr. Grace to Mokau to get the lease signed. Since that time, finding Jones had obtained the signatures of the Maoris, we have done nothing further in the matter. With regard to the opening up of the King country, I wish to say it was I who first got Rewi's consent to have a Land Court held for the Mokau land. I am a niece of Rewi's, and he was staying with us in our house at Waitara for five months. It was during that time that Jones used to come to our house three or four times a week, begging of me to persuade Rewi to consent to a Court for Mokau, Rewi ultimately giving his consent if his people would agree. He gave his consent through my influence with him. Jones sometimes saw him at our house, but was quite unable to converse with him because he had no knowledge of the Maori language.

HENRY BROWN, having been sworn, gave evidence as follows:—

I am at present residing at Remuera. I formerly lived at Waitara. My attention has been called to the telegram referred to by Mr. Hamlin, reported in *Hansard* at page 120, No. 11, 1888. That telegram was received by me at Waitara. To the best of my recollection it was signed by my wife and Mrs. Walker. I took it down to the township, and lost it there. I did nothing in consequence of the telegram. I know nothing of the Native language, and never interfere in Native affairs. I have never acted in any way as the agent of Mr. Walker, or of Messrs. Russell and Morrin. I really know nothing of the matter to which the telegram referred. Being deaf, I hear very little of the conversation which goes on around me.

SATURDAY, 7TH JULY, 1888.

WILLIAM BAYLY, having been duly sworn, gave evidence as follows:—

I am a farmer, residing at New Plymouth.

The document [Exhibit No. 17] now produced by me purports to be a lease from Te Rerenga and others to Joshua Jones of land and minerals at Mokau-Mohakatino No. 1.

The documents also produced purport to be a mortgage from Mr. Joshua Jones to me of his interest under that lease; and a further mortgage from Mr. Jones to me of the same interest.

I have made advances to Mr. Jones from time to time to the extent of about £1,500, to enable him to complete his negotiations with the Natives for a lease of part of the Mokau-Mohakatino Block, and the lease now produced was deposited with me as security for such advances. Mr. Standish acted as my solicitor in my transactions with Mr. Jones.

I believed I received the lease from Mr. Jones himself. The lease produced [No. 17] was represented to me by Mr. Jones to be the original lease under which he claims interest in the Mokau-Mohakatino No. 1 Block.

I believe the cause of the delay in the completion of the title has been want of survey. I understand that the survey has now been made by the Government. I believe it will be scarcely possible to get the signatures of those Natives who have not already signed the lease, as most of them are at Parihaka and refuse to sign anything. I have never seen the land myself. The first advance I made to Jones on the lease was the sum of £440, on the 19th July, 1882. I continued to make advances until 1884, when Jones told me he had sold the mining right to a syndicate in Auckland, consisting of Fraser and Timne, Browning, Sullivan, Rich, Shera, and Robert Graham for the

sum of £4,000 and a royalty of 1s. per ton. The syndicate paid Jones £300 on account, and Jones gave me an order on the syndicate for £618, which they dishonoured. I made further advances, and in September, 1885, the amount would be about £850. Since then I have advanced further sums, and the amount is now £1,562 10s. 6d. Before "The Special Powers and Contracts Act, 1885," was passed I was pretty well at a standstill as regards further advances, but when that Act passed I had faith to advance more money. I distinctly say that a large proportion of the money advanced by me was advanced in reliance on that Act. I observe that McMillan stated in his evidence that Jones told him he brought £300 to the colony. To my own knowledge, after being here seven or eight years, Jones sold some town-sections in Melbourne for £240. I had a security over said sections, and he paid the amount due to me out of it. By the terms of the mortgage, the money due to me must be paid on the 2nd January next or the lease will fall into my hands. When I advanced the money on lease I thought it would be all right, as I saw that the signatures were attested by Captain Messenger, and that the deed had been explained by him.

Major BROWN (recalled) made the following statement, which is put in at the express request of Mr. Bayly.

Mr. William Bayly, as being a person interested in the lease, asked me some three or four years ago on what terms I thought the lease could be completed by obtaining the signatures of all the outstanding Natives. I told him that I thought it would require about £500 for the Natives, and that I should require about the same sum for myself in the event of succeeding, but that I would not undertake it except on condition that Jones should be out of the matter altogether. I made this condition because, from what I knew of the feeling of the Natives, that they were much embittered against Jones, and would agree to no arrangement which involved his remaining amongst them at Mokau. On further knowledge of the question, I am of opinion there will be very little difficulty in Mr. Bayly completing the title with the Natives if Jones is out of it.

FRIDAY, 10TH AUGUST, 1888.

JOSHUA JONES, having been duly sworn, gave evidence as follows:—

I am a settler residing at Mokau. I am the person named in the lease of land at Mokau as lessee. I have read the evidence given by John Shore before the Commission. The statement made by him in the third paragraph of his evidence, that while I was at his hotel he received a letter from Wetere about some land they—the Natives—wished him to lease is not true; my reason for saying so is that Wetere te Rerenga at that time dared not have written such a letter, and would not. It was all Hauhauism at the time. I did not get to know of any such letter.

It is the case that Shore was originally a partner with me in the negotiations with the Natives under certain pledges.

I and McMillan were perfect strangers in the colony; we knew nothing about each other or about Shore. We knew nothing about Native land-dealings; we were looking out for land. As we were looking out for land, we happened to sleep at Shore's hotel one night; he had heard of us as strangers; he made a proposition to us that if we would go to this—then unknown—country we would perhaps at some future time be able to get land there. It was a mere speculation on his part; no letter had been received from the Natives, as he says it had. His desire was that we should take land; but he would have no truck with it; he was to keep a store there on his own account.

We went to Mokau and saw the Natives; not a breath was said about any negotiations. We were told by Shore not to attempt to speak to the Natives, because it was dangerous, but to leave it to him. McMillan was very deaf, and could scarcely hear anything that was said; nothing was done at that visit. We ascertained afterwards that Shore had told the Natives that we were men of means, and that it would be a good thing to have us amongst them. We were under the conviction that Shore was a man of influence amongst the Natives; we afterwards discovered quite the reverse; his influence lay in evil instead of good, like other pakeha-Maoris, as a rule. On the road home I said to Shore that I would have nothing whatever to do with it, as I did not understand the Maori language, and what means I had I did not like to risk in other people's hands; for the time we parted on that understanding. Some time after Shore brought a Native to me named Epiha; he was a very intelligent man, and after a time we came to identify each other as having been on the Ballarat goldfields together. Epiha could speak English very well, and told me that he was one of the largest owners in this land, and that commenced another negotiation. He is now dead. We saw Shore again, and he said, "If you will give me a share in the land I will negotiate it for you." He said he had no money, but that he would do the negotiation. I turned to McMillan, or his wife, and asked him what he thought about it. He said, "If you will go in I don't mind going in too." I told him I had some money belonging to my son to put in, and I would risk that as a beginning; this led to an agreement being drawn up; before the agreement was signed, which was in Mr. Hamerton's office, I was under the conviction that such agreement would be a lawful one. I asked Mr. Hamerton what about it? He said it was a title which I would find would come right eventually. I said to Shore, "I want some understanding about this; how long will this take, and what amount of money will it require?" He said it might take from two to three months to complete the thing, and it would take, perhaps, two or three hundred pounds in money. Mr. Stockman, sen., was acting as interpreter. I asked him what was his opinion about taking two or three months; he said, "I am sure we will settle it for you within six months." On that understanding with those two men I agreed to go in with them.

We did get some agreement with the Natives, signed by Epiha, Takirau, Te Oro, and, I believe, Taiaroa. The boundaries of the land were put on the plan produced [Exhibit No. 33]. The eastern boundary, as shown on that plan, is considerably to the eastward of the boundary as now surveyed for the Land Court.

I have never attempted to go outside the limits of the plan produced. That is an exact copy of the document which I say was produced before Captain Messenger at the time of the signing of the lease. I will undertake to produce the document itself, which Captain Messenger denies he saw at the time, and witnesses to prove it. The persons interested under that agreement were Shore, his son, McMillan, and my son.

The name of Shore's son was put in while I was out of the office, and when I came back I objected to it. I said there was no such understanding; however, it was put in. After that agreement was made Shore and McMillan went down to Mokau to live. I remained in New Plymouth. I desired to go to Mokau, but there was a meeting held amongst us at which Mr. Gillies, banker, was present, and, in the presence of us all, he said, "Mr. Jones, if you go there to live it will all go to smash." Mr. Gillies was to have had some interest in the agreement upon certain terms, which were never carried out. He said, "You must leave some business person here to be in communication with the Government and with the Native Land Courts, and to handle the thing." That was the reason I did not go down. Things went on that way for a long time, and I was very tired of it. I had spent a good deal of money on the Natives, and this led to a misunderstanding between McMillan and myself. I said, "I will spend no more money until we get a squaring of accounts." McMillan said he would pay no money until Shore was compelled to complete the title, as he had undertaken to do. All this time the land had not been put through the Court. We called on Shore and complained to him several times; on one occasion I took Mr. Stockman, sen., and showed the necessity of something being done. We had by this time discovered that Shore had no influence amongst the Natives. The Natives used to take him by the back of the neck and bundle him out, and keep him out. Upon this occasion I brought Shore to book as to whether he would not do something to get the title. Shore turned on his heel and said, "I am working for myself; I do not know you at all in the matter." This was at the corner of the street at Waitara. I felt much annoyed to think that my interest was in the hands of a man like that. I told him, "You are a damned scoundrel; you led us here and undertook to do these things, and now you turn traitor upon us." Every time I went to Mokau I found there was some disturbance between Shore and McMillan, and the Natives were very unsettled. Shore, to my own knowledge, was often prompting the Natives to drive McMillan away from there. Whenever I went there his conduct was the same towards me. About this time I went to Auckland and consulted Mr. Hesketh about this claim of McMillan's. The accounts with respect to it were all vouchers, and what were not vouchers were items initialled by McMillan. Mr. Hesketh commenced legal proceedings. I think it was in some way through Mr. Stockman, sen., speaking to McMillan. Stockman came to me and said, "Look here, what money McMillan has got he does not want to lose it by putting it into Mokau as Shore would never complete the title." He said, "What arrangement will you make about taking over his interest?" I had no personal interview with McMillan; I believe Stockman had. The matter was finally settled in the terms of deed of re-lease already produced [No. 32]. The statement made by Shore in the eighth paragraph of his evidence, that I agreed to put £700 into the building of a steamer, is deliberately untrue. I hold a letter in Shore's handwriting, dated the 1st March, 1887 [produced], in which he says, "I am glad that Grey is going to make some allowance for the steamer, but don't you bother about the 'Hauraki,' as I am fully intending to have a steamer from Auckland on my own account." A few days after the receipt of that letter I went to Mokau and saw Shore. He asked me to write a letter to Mr. James Holmes for him, asking Holmes to build a steamer, and he would give him a share in some of the land if he got any. The letter is in my handwriting; there was never any talk about money at all in relation to the steamer. A short time afterwards, when Holmes was beginning to build the steamer, I was in Auckland. James Holmes came to me and asked me if I would not take an interest in the boat; he told me he was building the boat half for himself and half for Shore; upon the terms of the letter I had written for Shore. He asked me if I could not put some money into the vessel, his main reason was that he thought I could make the vessel a greater success than Shore could, I being connected with Mokau. I replied, "I have no money for the purpose; the little money I have I require to keep the Natives going. I never by word or deed led Shore or Holmes to believe that I would take any interest in the vessel; and as for this statement about the money, it is absolutely untrue." When Holmes had built the hull he was stuck for money to put the machinery in, and I believe that to raise the money he gave a mortgage on the hull.

Finding that Shore had been working against me with the Natives, and also from a knowledge that he had no influence with the Natives, I made an agreement with Mr. W. H. Grace, of Waikato, to get the land put through the Court, and to get a lease from the Natives. Some time previous to this I had a meeting with Shore and his son. We came to an understanding that we would have nothing further to do with each other unless there should be some new agreement between us. Previous to the sitting of the Native Land Court in 1882 there was a large gathering of Natives at Mokau. The conclusion was arrived at that the land should not go through the Court if Shore had anything to do with the lease or with the negotiations. Both Shore and I were present at that meeting. Mr. Grace came down to Waitara, and his influence undoubtedly induced Rewi to allow the Land Court to be held. I believe it would not have been held without his influence. Mrs. Grace is a sister of Mrs. Walker and a niece of Rewi. The Court sat in June, 1882. I took Rewi and Tawhana to attend the Court, and paid their expenses; and also a lot of the other head Natives in the Waikato, and paid their expenses. In order to insure the success of the Court I sent expressly for Rewi, and the others came with him. Rewi's presence was also necessary in order to get the Poutama Block through the Court, in which the Mokau Natives were interested. All the Natives agreed to the eastern boundary as at present surveyed, from Totoro to the Mohakatino.

When the land passed through the Court Wetere jumped up and said, "We are going to survey this land ourselves." Judge Fenton said, "Now, Wetere, will there be any trouble about this

survey?" Wetere answered, "None whatever; I will accompany the surveyors myself." Rewi jumped up and said, "There will be no trouble." The Judge sent for Mr. Humphries. I was present, also Messrs. Grace and Booth. Judge Fenton said, "Will there be any objections in the department to this business?" "None, whatever," said Mr. Humphries, "the Government are glad of the opportunity; and we will now cut the confiscated line." Judge Fenton said to Mr. Humphries, "The order of the Court is that the Natives survey this block, and also the Poutama Block, subject to the approval of the Government as to how it is to be done." The reason this was done was that there was an agreement between myself and the Natives that I was to get it done for them and pay for it. I made an agreement with Mr. Tole, of Waikato, to survey the land. Mr. Humphries approved of it, and gave Mr. Tole his written approval. I saw some correspondence between Messrs. Tole and Humphries, in which Mr. Tole offered to put up trig. stations for the Government if they would pay his expenses. Mr. Tole put a man on the ground; his name was J. E. Dalton. Mr. Dalton built a whare and formed a dépôt; I think it cost £20; I paid £10 towards it. Mr. Dalton was expecting Mr. Tole down. The next thing I heard was, by telegram from Mr. W. H. Grace, that the Government had stopped the survey. The telegram, which I now produce [Exhibit No. 35] was dated the 19th September, 1882. I immediately telegraphed to Mr. Bryce (copy of telegram now produced) [Exhibit No. 36]; but I got no answer. I then came down to Wellington. I saw Mr. Bryce, but got no satisfaction. He would not even give me an answer as to why he had stopped the survey. I saw him again in Auckland, and he would not give me any satisfaction, nor allow the survey to go on; and he kept up that attitude all the time he was in office.

On the 19th September of the same year I telegraphed to Judge Fenton [Exhibit No. 37, produced], to which I received no reply. I took the steamer and went specially to Auckland and met Mr. Tole there. He had come to Auckland by arrangement to meet me. I went to Judge Fenton and asked whether he could not enforce the order on his own account of his own Court. He said, if the Government choose to override his orders the Government was responsible and not himself. I could get no satisfaction from anybody. At this time there were some people in Auckland who came over with money to work the Mokau coal-mines, but, seeing the attitude of the Government, they cleared out and went away. There was a Mr. Denford, who came over from Adelaide and saw me on the subject; he came over in consequence of communication from me, with the idea of forming a company to take up and work the mines and minerals in the Mokau-Mohakatino Block.

To return to the time when the block passed through the Court, I made an agreement with Wetere and his people for a lease of the whole block as it went through the Court, which was in accordance with the old agreement, the plan of which has been already put in. I went to New Plymouth and brought out Mr. Hamerton, Mr. Standish's clerk, to Waitara, to take instructions from the Natives as to how to draw the lease. A number of leading Natives met in Grimley's hotel, at Waitara. Mr. Hamerton came out twice. The whole of the conditions of the lease were thoroughly discussed through Messrs. Dalton and Grace, and there was a man named Campbell assisting, who was a Maori linguist. There was not the slightest misunderstanding about the deed, it was drawn in both languages, and taken to Mokau. Mr. Grace went up with his wife and with Dalton. I employed Dalton to interpret the deed for me. I paid him his expenses and a stipulated sum for his work; the steamer went up at the same time. I have noticed the statements made in certain evidence with regard to beer being taken to the Native settlement at the time of the signing of the lease, which I wish to explain. After the sitting of the Land Court the Native named Epiha, now dead, seemed very proud to have had a successful sitting of the Court, and told me he was going to take up two casks of beer to Mokau as a present to the inland Natives. I told him I did not think it a wise thing to do, but I deferred to his wishes, and he took it. The brewer asked if I would pay for it. I said "No; let Epiha pay for it." Afterwards, as Epiha did not pay for it, I paid for it. That was about three months after the signing of the lease. The beer was landed at Mokau the day I arrived there, which was the day after the steamer arrived. The Natives, and Epiha amongst them, would insist on opening a cask of beer. I said, "Do as you like." There were about a hundred people present, Natives and Europeans, and they drank one hogshead of beer; the other was put away under lock and key in Poole's store. Ten days elapsed between the drinking of the cask of beer and the day the lease was signed, and in the interval there was no other beer or spirits on the ground.

Immediately the lease was signed Captain Messenger left the settlement. After Captain Messenger left, it may have been the same day, Heremia took possession of the remaining cask of beer, and the greater part of it was taken up the river. The statement that any Native was drunk, or had beer for ten days previous to the signing of the deed, or on that day until after the deed had been signed, is untrue. With this exception, I do not think that, in all my dealings with the Natives, there has ever been any beer drunk at Mokau; nor have I ever solicited or obtained a single signature with which any beer or spirits was in any way connected. I have always tried to keep the Natives away from spirits and beer.

I have read over the evidence given by James Holmes with respect to the steamer. I never, in any way whatever, agreed that he should have any land or interest in the lease; the agreement for the steamer was between Shore and Holmes only.

With respect to the agreement stated by Holmes to have been written by me, in his office in Auckland, there was such a document. In the year 1876 Mr. Holmes, knowing who I was, when travelling on board a steamer from New Plymouth to Auckland, introduced himself to me as having great influence with the Government of the country. He told me that he had large business relations with a gentleman who was then a Minister of the Crown. He said, "I can get the lease completed for you at once, through the influence of this Minister, if you will give me a share in it, and I will get the Land Court at once." I said, "If you will undertake to do that, and let us have it in writing, I will give you a sixth share in the concern." He went with me to the Supreme Court

buildings, and he went in to see the Minister. I saw him speak to him. When he came outside, in consequence of what he told me, I said, "I will give you an agreement—namely, one-sixth share in the lease."

This was done in his office on the wharf, in Auckland, and witnessed by Captain Edwards, who was then in Mr. Holmes' employ. Captain Edwards remarked at the time to Mr. Holmes' "If you do not get the Land Court and put this land through you will have no share in the lease." Mr. Holmes said, "All right, I understand that." I had at the time only just landed in the colony, and did not understand the nature of Native Land Bills, but Holmes represented to me that his influence with this Minister would overcome any difficulties. I found that his representations as to getting a Land Court were all moonshine. The agreement had no connection whatever with the steamer business. The statement made by Mr. Holmes as to what took place at the door of the Masonic Hotel, at Waitara, is untrue. On that occasion Holmes taxed me with obstructing a claim of his against the Government for floating the "Hannah Mokau." It was quite true I had advised the Government not to pay any money. It was a claim of £600, and I told the Government it had not cost Holmes above £200. He was angry with me about that, but nothing was said about the lease. I know that he telegraphed to his solicitor in New Plymouth, as he says he did, and afterwards put the notice in the *Taranaki Herald*. The reason that I did not recognise him in the matter of the lease was that he could not carry out his part of the agreement.

When the lease came to be signed Heremia was away up at the head of the river, at Totoro, where he resided, and he was sent for. When he came down there were two days' discussion about the lease, which was in both languages. Mr. Dalton was the interpreter at the service of the Natives, and they sat up two nights discussing it in the whares. Messrs. Campbell and Grace also understood the Maori language, and assisted.

Heremia objected to the boundary of the lease as it was drawn up—namely, to Totoro; he seemed annoyed about it. Captain Messenger was sitting in the whare, also Grace and Dalton. The whare was crowded both with Maoris and Europeans. Heremia said, "You have no right to take my land at Totoro." I said, "Don't be angry with me; here is my old agreement, which I thought you all understood." Heremia had not been a party to the old agreement; but I had been given by Shore to understand that Heremia had thoroughly understood it. There was a good deal of discussion, and I brought out the old deed. Captain Messenger said, "Give it to me." He took it in his hand, and compared it with the boundaries on the new lease. Those who signed the old lease were present in the whare, and admitted having done so. There were about four of them, and they said, "It is not Jones's fault; the evil lies with us if any one is to blame." Te Rerenga stood up and said, "As the land has gone through the Court on the old agreement, we had better let Jones have it altogether." It was discussed, and Heremia still objected. He agreed that the line should be drawn at Mangapohue. Mr. Grace came to me, and said, "You had better take the line at Mangapohue—take what you can get."

Heremia said, "As Jones agrees to the line at Mangapohue, I will see that the remainder of the land from there to Totoro is held for him." The lease was altered in consequence. Before the lease was signed Captain Messenger had both the old and new agreements in his hand, and made repeated reference to them. After Heremia had agreed to Mangapohue, and was becoming very friendly, Captain Messenger said to me, "I see it was no fault of yours at all." I had explained the thing to him. Before the signing of the lease commenced Captain Messenger insisted on Mr. Dalton sitting close to him in the room. Captain Messenger himself read the lease out sentence by sentence, and was very particular in Mr. Dalton giving a reply as to every clause, to see whether they understood it or not. I got annoyed, because, as they had been discussing the matter for two days and two nights already, I thought that to agitate the Natives might upset the business, and I went away and lay down in my tent. I had been there a few minutes when Sergeant Gilbert came inside. He said, "Captain Messenger sent me for you; he says he would sooner you would come back, and hopes you will not think he is too particular in the matter; he is acting in your interests as well as in the Natives, so that this thing shall never be opened up again." I came back, and Captain Messenger explained to me that he was only so particular in the matter so that the Natives might not come back afterwards and say they did not know what they were doing. I have a distinct recollection of this conversation taking place, both with Sergeant Gilbert and with Captain Messenger, and this has been subsequently repeated by me in the presence of both of them, when they both admitted it at Pukearuhe in October, 1885.

With respect to Captain Messenger's conduct, the same allegations which have been made before the Commission by him, and his letter and report to Mr. Bryce, were fully inquired into by the Public Petitions Committee in 1885. After the Special Powers and Contracts Act was passed in 1885, I went to Captain Messenger's house at Pukearuhe. I found him alone in the garden. I asked him why he wrote the letter he did to Mr. Bryce, and never said anything to me about it. I was the more annoyed with him, because the day he wrote the letter he was at my house at Mokau, and I put him across the Mohakatino River in a canoe. I felt aggrieved that, if he thought there had been any wrong, he should not have mentioned it to me. He had frequently been at Mokau in the interval between the signing of the deed and his writing that letter. I said he wrote the letter because Mr. Shore was not included in the lease. I said, "If Shore had been interested in this, would you have taken any action?" and he said, "Certainly not." I said, "Do you remember telling the Natives that you were acting in the interests of the Natives as well as me?" He said, "Yes." I said, "When you saw the old deed, and the same conditions as to surface and boundaries, why did you not then communicate with the Government?" He said, "I never saw the old deed in my life." I said, "Why, you have had it in your hand and examined it." He said, "I never did." I was annoyed at his telling me a deliberate falsehood. I said, "I don't leave this camp until Sergeant Gilbert is brought here face to face, and if you do not produce him I shall

take some action that you might not like." I was very angry at the time, and scarcely know what I said.

Sergeant Gilbert was sent for into the office. I had never previously spoken to Sergeant Gilbert on the subject of this letter and report. When I got Sergeant Gilbert and Captain Messenger together, I said to Captain Messenger, "You had better ask Sergeant Gilbert about it."

Captain Messenger said, "You can put what questions you like to him." I laid the old deed on the table, and asked Sergeant Gilbert, "Have you ever seen that document before?" He looked at it and said, "Yes, it is your old lease." I said, "Where did you see it?" He said, "Captain Messenger had it when the lease was signed in the presence of us all in the whare." He said, "I saw you take it out of your pocket and give it to Captain Messenger." He said, "I heard you and Captain Messenger discuss as to the boundary being at Totoro, and then bringing it down to Mangapohue." Captain Messenger denied ever having seen it, but Sergeant Gilbert said, "You did see it, sir." Having heard Captain Messenger's evidence read over to me, I reaffirm what I have just said. In Sergeant Gilbert's presence, Captain Messenger again said something to the effect that Shore should have been in the lease.

At the time Mr. Holmes sent the telegram which has been before referred to to Waitara, Shore spoke to me and asked me if my name alone was in the lease. I said, "Yes, of course it is. I do not know what right you or any other person has to inquire of me." I said, "You made a fool of me and wronged me for so many years. You could not live at Mokau yourself. You even applied to the Government to give you a piece of land on the north bank to live on." That was in December, 1879, that he asked the Government to let him have some land on the north bank of the Mokau, as the Natives were putting him off the south bank; but he did not get it. I further said to him, "You asked Heremia the other day to put some of your children's names in the title to the block. You also asked Rewi the same; which I thought was a very improper thing to do." I said, "I severed connection with you long ago, and want no more to do with you." This was before the lease was signed, but while the matter was in course of negotiation. Shore was present when we got the lease signed. Before the lease was signed I saw he was very down-hearted, and I said to him, "When the lease is signed we will fix matters again if you will run straight; but you have no claim of any description, and if you were a man of means I would come on you for damages." While the lease was being signed he advised lots of Natives to sign it. George Stockman was there, advising the Natives not to sign it, and he and Shore had words about it—in fact, he assisted me to get the lease signed. After the lease was signed this matter came up again between me and Shore. I said to him, "We can settle nothing here, but you had better come down with me to New Plymouth and see a lawyer." We went together, and in New Plymouth I asked him to whom we should go. "Oh!" he said, "to Mr. Standish." We went upstairs together. The object was to see what Shore's position was, if he had any, in the matter. He told his story to Mr. Standish; and Mr. Standish said, "Hold on. What position am I in between you? This is like giving an opinion to both." We said, "That is what we want you to do." Mr. Standish said, "Did you not undertake to get a title within a limited time?" Mr. Shore replied that there was something about that. Mr. Standish then said, "Did not you and your son have some mutual understanding with Mr. Jones that you would have nothing further to do with each other?" and he said, "Yes." Mr. Standish then heard my story, and told Shore in my presence that he had neglected every opportunity; that he was not a business man; and that he did not see he had a claim in the matter at all. Shore was annoyed with Mr. Standish, and said something about Freemasonry, as I understood. We went out of the office together, and I said to Shore, "You come and help me to get the signatures and get the lease completed, and it shall cost you nothing; only you pay Mr. Grace his costs to come here and settle the matter, and the half of the expenses which had been incurred in getting the lease." I said, "I will then give you a share in it." He turned round and said, "I will work against you and have you out of it." I said, "Don't be foolish. You are getting an offer you are not entitled to. There is not one man in a thousand would give it to you after the years you have been serving me like this." I said, "Don't be foolish, and I will give you six months to think over it and to come along and work with me to get the matter completed." I did not ask him to find any money, as I knew he had none. I meant that if the thing was a success his share of the costs should be deducted from the profits; he said positively he would work against me; and from that day he started to do so with the Natives. It is not true, as stated by Shore, that I instigated the Natives to drive his cattle to the pound at Urenui. It was done by Te Oro, as I believe, to get rid of Shore. I asked them not to do it, and I wrote a letter with a view to trying to arrange Shore's difficulties (of which I produce a copy). At the expiration of the six months I went to Shore. Patterson was with me. (I was then living at Mokau.) I said to him, "I made a certain proposal to you, without prejudice, about six months ago have you anything to say to me?" He said, "Not yet I have not: I shall have when I think fit." I said, "Then, Shore, there is an end of that." I then said, "I will now make you another offer without prejudice—that is, if you will work with me to complete the negotiations with the Natives for the lease of the block, I will let you have a few thousand acres of Totoro land for your cattle (which was open fern-land), and you will do better than I will out of the concern." He said, "No, I will not." I said, "We will have nothing more to do with each other." Mr. Patterson then said, "I never saw such a fool in my life."

With reference to the evidence given by Mr. Stockman, I wish to make some explanation. The statement made that we disagreed about the share of George Shore's widow is untrue. Such a conversation as he refers to never occurred. One day while at Mokau I spoke to Mr. Stockman, sen. I said it was time an end was put to this. I was getting tired of these negotiations, and his son was there making mischief. Stockman, sen., then said, "If you don't sign a document to give me a double share in the thing, you won't get it at all." (This was long before the new

lease was signed.) I said to him, "Oh! you have joined the gang, have you!" After that day I never spoke to him for many years. Stockman is wrong in saying that the boundary for which the agreement was signed at Waitara was at Kohatutahi. The agreement signed there included the whole of the Mokau-Mohakatino Block. With regard to the alleged interest of Shore's widow in the lease, after the land went through the Court I spoke to her, and said that some time before her husband had died there had been a complete separation amongst the lot of us. She said she knew nothing at all about it, and that Shore had never told her husband much, and her husband had never told her much about the particulars. She said, "One thing I can tell you—that is, if the old man ever led you to believe that Heremia is agreeable for you to go up the river any distance, he misled you." I said, "This thing is likely to come to a finish, and in marking off any land for the old man I will see that you are protected" (because I knew that half the cattle were hers). "If no arrangements are made with the old man I will still see that you get a piece of good land to put you in independence." She seemed quite friendly; but, of course, nothing has ever come of it, as I have never been able to get the lease completed.

I have heard the evidence of Te Oro read over to me. Immediately the lease was signed at Mokau I came down to New Plymouth and got a duplicate deed drawn up on parchment, at my own cost, in both languages, and put it into Te Rerenga's hands. This was after the lease had been signed. I saw him give the deed to Miki, his son-in-law, to take up to Mokau; which I believe he did. This was within two or three days after the signing of the lease. I was particular in seeing that this deed was sent to the Natives, so that they might have it for their information.

Te Oro stood aloof from the rest of the people when the signing was going on. He came to me and asked me if I would give him £10 to sign. I said I would give him nothing. He said, "You have never before refused me when I have asked you. Won't you give me something for blankets and a shawl?" I said, "I will give you nothing in connection with the lease, but here is £2 for you for blankets and a shawl; but you need not sign the lease at all." He said, Yes, he would sign the lease; and went and signed it. When he came out he said, "Will you owe me £8?" I said, "We will talk about that when the thing is finished; but you know you can always get a pound off me when you want it."

SATURDAY, 11TH AUGUST, 1888.

JOSHUA JONES (evidence continued).

After Captain Messenger furnished his report to the Native Minister, Mr. Bryce sent for me. I waited on him in his office in Wellington. He asked me to show him the two deeds referred to in Captain Messenger's report, and to point out to him the signatures on the new deed of those who had signed the old deed. I did so, and Mr. Bryce then expressed himself satisfied, and said, "I see there is no wrong on your part. I cannot see that anything wrong has been done, and I cannot understand Captain Messenger having written such a letter." When I left his office I understood that he was satisfied. After Mr. Ballance came into office I spoke to him about the matter, and he said, "I have heard about this matter. There is nothing against you in it. Why did Captain Messenger write such a letter?"

I have heard the evidence which was given by Pumipi Kauparara read over. He states that he was not drunk when he signed the deed; but in my presence in the Resident Magistrate's Court in New Plymouth he stated that he was drunk when he signed it. When the Judge came to New Plymouth last year to hold a Land Court, Pumipi, Rimirata and Te Rerenga, went with me into the office of Mr. Hughes, solicitor, New Plymouth, and counted up the back rents due on the lease. There were three years' rent due, and a fourth about to become due. Pumipi and the other two said it was correct. Rimarata particularly stated to Mr. Hughes, "We believe this money is correct, but we are afraid, if we take it, some of those who are not entitled to share in it may share in it, because no partition has been made." Te Rerenga and Pumipi wanted to take the money, but Rimarata stood out against it for the reason before given, and said to Mr. Hughes, "You hold the money until the Court has made a partition of the land." Mr. Hughes is still prepared to pay them the money upon that understanding. That is what I believe to be the £100 referred to by Wetere te Rerenga in his evidence.

With regard to the evidence of Te Huia, it is untrue that he was not present at the negotiations for the lease. He was not only present, but took a prominent part in fixing the boundary at Mangapohue, and getting the signatures. With regard to the evidence of Puketea Pupurutu, his statements are untrue. I never asked him to sign the deed: his wife, Parehuakarua, said to him, "The lease is all right; you sign it:" and he did so.

With regard to the evidence of Heta Tokiriki, I myself saw him sign the deed. It is not true that he was drunk. He is a near neighbour of mine; I know him well. I have a distinct recollection of seeing him sign the deed, and he certainly was not drunk at the time.

With regard to the evidence of Wetere te Rerenga, I wish to give some explanation as to the statement made by him about my wanting to alter the terms of the lease. The truth is, the proposal emanated from himself. Wetere came to me and said, "The Natives do not understand this about the 10 per cent. for the coal: make the rent an additional £100 a year—that is, £125 a year in all—and there is an end of everything," or words to that effect.

With regard to the statement made by Wetere as to the moneys received by him from me, I now put in an agreement signed by Wetere [Exhibit No. 38], which, with the documents attached, will explain the relations which existed between Wetere and myself with regard to myself. Under that agreement I have given him money from time to time as he required it to pay his expenses, and for his trouble. The last money I paid him under that agreement was, I think, in February last. It is untrue that he lent me £15, as he says he did, or any other sum. With regard to the statement that I drove off horses of the Maoris for running on the land, and killed their pigs: About two

years ago there were about five or six hundred pigs running upon the land. The Maoris offered them to a Mr. Gilmour for 6d. apiece to get rid of them, as there was nothing for them to eat, and they could do nothing with them; Mr. Gilmour would not take them at any price, and the Natives and I came to the conclusion to kill the pigs. They killed numbers of them, and I killed a lot, to get rid of them. What I did was with their consent. All the years I have lived at Mokau neither I nor my family have ever taken a pig belonging to the Natives for my own use, or ever injured a pig in the spirit in which Weterere's evidence would lead you to suppose. The Natives removed the best of their pigs at that time on the south bank of the Mohakatino, so as to keep them away from the land I was occupying, as I had complained of mischief done by them.

The horses were in much the same condition as the pigs—there was no food for them. Epiha and others told me to drive them off my place, and drive them to a certain place called Tongaporutu, where there was good grass. One day I and my son drove them there. The next day, a lot of them attempted to come back along the beach. Three of the horses got caught by the tide at the point, and were drowned. They were unbroken colts, worth perhaps about 10s. apiece. I saw them drowned. The next day I went and told the Natives about them. Two of them belonged, I think, to Kauparara, and one to Takirau. They paid not the least attention to it. First they said, "Never mind. We often get things from you, such as blankets, &c.;" and secondly, that they were of no value. This must be about two years ago, in the month of May or June; and three or four of the horses had actually died from want of food before I drove them off. It is not true, as stated by Weterere, that the grass had been sown by the Maoris. In 1876 I bought grass-seed in New Plymouth for which Macmillan and I paid over £60, and which was sown on the ground referred to. The Natives never took any seed there, but they have used the grass I have sowed, and have taken seed off it.

With regard to the telegram sent by Weterere to the Chief Judge, as referred to in his evidence, it came about in this way: Mrs. Walker sent for me from Mokau to come at once, and she would sign my lease for me. George Stockman gave me the message. Mr. Gilmour told me that as he was leaving Waitara to go to Mokau Mrs. Walker asked him to tell me to come down, and she would sign my lease. When Stockman spoke to me I said, "I have never asked that woman to sign my lease in my life, and I don't want her to sign. She has no tribal right, although she is named in the order. I would sooner have a Land Court, and cut her out of the part in which I am interested." Stockman said, "You had better go down;" and upon that I drew up an agreement for her to sign, the effect of which was to give her so much per annum for her interest, so that she would have nothing to do with the lease. I went down to Waitara. In the morning, before I was out of bed, Stockman reached Waitara by steamer, and came into my room. He said, "I have seen Weterere and Mrs. Walker, and she is coming up directly to sign your paper." I said I could not trust her, but if she came to sign it was all very well. After breakfast Mrs. Walker came up to my sitting-room in the hotel and began to talk about the paper. She had not seen it, but I told her the effect of it. She desired some talk about it. I said, "You can either sign this or not I never asked you to do it. I won't discuss it with you. Bring your husband here, and let him see it signed." She called her Maker to witness that she would come and sign it after breakfast. I said, "Why do you do that? I have not asked you to do it." She said, "Because you have not interfered with my husband getting his title on the north bank." She said, "My husband is away at the telegraph-station. When he returns I will come up and sign it." I said, "I do not believe it." About 12 o'clock I met Stockman. I said, "Why have you brought me down here about this matter on the word of this woman? I can neither believe her nor you." He said, "The fact is, they have gone and sent a telegram to the Chief Judge Macdonald to know whether they can sign the lease or not, and Major Brown has put them up to it." I said, "It is another trick. Brown knows what the answer is going to be." About 3 o'clock that afternoon Mrs. Walker came down to the hotel with Te Rerenga. She said, "My husband will not allow me to sign that paper. Major Brown is advising him not to allow us to do it." Te Rerenga found fault with Mrs. Walker in my presence about her not signing. He said, "You know you have got no right in the land at all. You have got your name in the title by crying to Rewi, and saying your husband had nowhere to live. I objected to your name going in at all, and now you are making a fool of Jones again. I will work against you." She said, "While I was arguing with my husband and Major Brown, and saying I would sign, he up with his fist, and if it was not for Major Brown he would have knocked me over." I said, "Why was he going to strike you?" She replied "It was because I said I had no tribal claim in the land." I said, "I told you I had no faith in you: you were only a tool in the hands of these people." She admitted that it was the case, and although they would not allow her to sign, she would try to induce others to sign it. I said, "I don't want to have anything to do with you." That ended the interview at that time. Subsequently, at the Native Land Court, Judge Wilson was very particular in ascertaining what this woman's claim was; and the whole of the owners in Court said she had no tribal interest whatever. At the time this interview took place I do not think the answer to Weterere's telegram to the Chief Judge had come.

I attribute the change in the minds of the Natives to a great extent to the fact of the difficulties experienced in the Native Land Court in all matters relating to this block, and to the apparent facilities with which they saw other land dealt with in the same neighbourhood by the Court, in some of which land they were themselves interested. Persons who have never spent a shilling at Mokau have gone in ten minutes and got a title from the Court—a direct title. The persons I refer to are Messrs. Morrin, and Russell, and Walker; and the land I refer to is right opposite to my block, and is known as Mangoaira and Mangapapa. The hostility is not owing to any act I have done against the Natives. I have always acted friendly towards them, as is well known in Taranaki.

With regard to the evidence given by Chief Judge Macdonald, the reason I did not make my

application as lessee under the Native Land Administration Act of 1886 was that such a course might have endangered my position under the Special Powers and Contracts Act, as it would have limited me to a time which I was not otherwise bound by. I was informed by the then Premier, Sir Robert Stout, at the time the Bill was under consideration, that in drafting it the Government had expressly refrained from limiting me to time, on account of the wrong they considered I had sustained.

With regard to the evidence given by Judge Wilson, I wish to say that when the matter was before the Court in October, 1887, my solicitor applied to him to take evidence as to the map put before the Court on that occasion. The evidence which we wished to put in was to the effect that that map was wrong as to the position of Totoro, which caused an apparent conflict with the terms of the original order of the Court. The evidence I proposed to tender was that of Te Huia, Te Rerenga, Mr. Donkin, civil engineer, Mr. Gilmour, and myself, as to the true position of the Totoro. I might probably have been able to bring other evidence. I had these witnesses actually in attendance, except Mr. Donkin, who could easily have been procured; but, as the Judge refused to hear any evidence, we could do nothing.

The survey which is now before the Court contains what I allege to be the same error, and will probably cause the plan to be again rejected by the Court on a future application. Whenever I have made any representation on this point to the Survey Department, Mr. Humphries has always told me, "We do not know you in the matter at all." I claim that it is he and his surveyors that have caused all the trouble as to the eastern boundaries. I put in the application now produced to pass the block through the Land Court in 1882. It is in my own handwriting. Before the Court sat I saw Judge Fenton in Auckland about gazetting the application. He said to me, "You must have some mark on the ground by which we can draw the line for the eastern boundary." I showed him the map now produced (No. 33). He said, "Is there not some mark there by which we can fix the starting-point?" He suggested that a big post should be put in. I said, "That will necessitate my going back to Mokau, and will take a long time." I had gone to Auckland on purpose to get the land gazetted for the Court. I said, "There is a mineral spring about that spot at Totoro"; and he said, "Very well; we will call it the mineral spring at Totoro;" and it was upon that description it was gazetted. The whole of the eastern boundary depended on the position of Totoro; and the action of the Survey Department in, as I say, misplacing that point has caused all the trouble in the matter of the survey. When the land passed through the Court the Judge again looked at the plan (No. 33), and satisfied himself that it was the one on which the land was gazetted, and that it corresponded with the plan prepared by Mr. W. H. Grace, which was hung up in the Court. In fact, the Judges actually had on their desk during the sitting the plan now produced. I never saw the punga peg referred to in the original application. Epiha told me he had put in a punga peg at the Mohakatino. That was why I said there was such a peg.

MONDAY, 13TH AUGUST, 1888.

JOSHUA JONES (evidence continued).

With regard to the survey of the block, I have read over the evidence given by Messrs. Humphries, Skeet, and Dalziel.

I know the terms of the original order of the Native Land Court defining the boundary of the Mokau-Mohakatino No. 1 Block. I know that the eastern boundary of the block is in that order defined to be a line due south from the mineral spring on the bank of the Mokau River at Totoro to a point near the source of the Mohakatino River. I know the locality myself well. I have lived at Totoro several times for weeks together. I see the position of Totoro on the plan now produced, which purports to be a copy of the plan furnished to the Native Land Court, and approved by the Chief Surveyor, New Plymouth. The position of Totoro as shown on that plan is not correct. The term "Totoro" included a considerable area, and there is a Native village there. There is a long line of whares, which is known as the Village of Totoro. Those whares are not shown on the plan now produced to me. There are some whares on the hill where Heremia was buried, and about a quarter of a mile to the eastward of that is the long line of whares along the bank of the river. It is this that I claim to be the Village of Totoro. There are two mineral springs which may be said to be near Totoro. One of them lies to the westward and the other to the eastward of the village. It is the eastward one which I claim to be the one intended in the order of the Court. The application to have the land put through the Court is in my own handwriting, and should be found on the records of the Court when the land passed through the Court. Judge Fenton spoke to me about the boundary of the land, because he understood I was acting for the Natives, and that I was interested in getting the lease from them. He said (referring to the eastern boundary), "You must have a mark or something definite to start from." I then had in my hand the identical plan now put in (No. 33), which was drawn by T. K. Skinner. I said to him, "There is a mineral spring at that point." He said, "Very well; that will do to start from. We will call it the mineral spring at Totoro." That was why the description was inserted in the way it was: There was a plan stuck up in the Court-room, which was to the same effect as the plan now produced by me (No. 33). The plan used by the Court was taken on an enlarged scale by Mr. W. H. Grace. That, I believe, is the plan which is said to have been since stolen from the Auckland Post-office. Motukaramu is a long valley, and there is an old mission-station there; there is also another mission-station further to the eastward. I do not know whether it was in evidence before Judge Fenton that there were two mineral springs near Totoro, but I have a distinct recollection of explaining to him about the mission-station. I remember writing a protest against Mr. Skeet being employed to survey the block. I notice what he says about the line from Totoro crossing the Mokau River, and being in conflict with the order of the Court. The reason of that was that Mr. Skeet wanted to start the survey from the wrong spring: it must have been because he proposed to take the westward spring

instead of the eastward spring. I stated in my representations to the Government that Mr. Skeet upset the minds of the Natives about the eastern boundary. My reason was that whenever Mr. Skeet or Mr. Humphries came to Mokau they never spoke to me, but only to the Natives, and there was always trouble with the Natives when they came, and after they had gone I always heard a disturbance among the Natives about this boundary. The officers in charge of the Survey Department, New Plymouth, knew that I was interested in the land. I have repeatedly had interviews with Mr. Humphries on the subject of the survey, at any rate. I have repeatedly represented that the attempt to cut the line from the westward spring would cause difficulties and unnecessary expense. Mr. Humphries told me he did not know me at all in the matter. And this I claim to have been one of the causes of the trouble. Had it been left between me and the Natives to settle, I believe the line could have been run without any trouble. The line has now been run by the Survey Department very nearly in accordance with what I have always claimed and maintained, and in accordance with the order of the Court.

With reference to the evidence given by Mr. Dalziel, I believe it is a fact that they started to take their bearings on the north side of the river. The Natives did object, supposing that some claim was being made to land on that side of the river; but I do not think there was any serious objection made after they started to survey the proper line. With regard to the statement of Mr. Dalziel that the Natives were absent at the time the line was run, and that there might have been trouble if they had been there, I wish to say that there is a Native settlement about five miles away, at Rua Ngarahu, where there were a lot of Natives interested in the land living at the time of the survey. I was informed that they were there by some Natives who came down the river. I made it my business to find it out. Had there been any serious objection these Natives would have been immediately on the ground. I wish also to say that Otorohanga is only about a day's ride from Totoro, and the Natives residing there could easily have been brought back had there been any desire to obstruct the survey. With regard to the line known as Skinner's line, I believe the reason it was run, which was before the block passed through the Court, was that the idea then was to get that portion passed through the Court as a commencement. I do not know with what object the line known as Dalziel's line was run. The only line that concerns my interests since the land passed through the Court is the one which was run by the Survey Department in February last: that is the line which agrees substantially with my original plan, and is the line which would have satisfied me all along. In the several applications which have been made by Wetere and other Natives acting in my interests to the Native Land Court, the want of survey has been the principal difficulty with which we have been met.

With regard to the question as to whether the line now run could have been run in 1882 at the time when I first employed Mr. Tole, I rely upon the inquiries made by Chief Judge Fenton at the sitting of the Court when he satisfied himself that there was no objection to the survey. That was after he passed the land, but before he made the order for the survey. He inquired particularly of Rewi and Te Rerenga whether there would be any difficulty about the survey. Tawhana was also present, and a chief from Wanganui called Piaka, who was also interested in land in that neighbourhood. They all agreed that there would be no trouble. I further put in an agreement [Exhibit No. 39], signed by several of the Mokau Natives, to allow a survey. I have never had an opportunity of getting a survey made on my own account, as the Government have always refused to allow it up to 1885. The survey was absolutely stopped, as I understood, by order of Mr. Bryce; which fact was admitted by him before the Public Petitions Committee. Throughout the whole of this business, until recently, Te Rerenga has been friendly to me, and tried to assist me in my endeavours to get the lease completed.

Heremia was the best friend I had amongst the Natives at Mokau. It is true that at one time he interfered with the working of the coal and threw it into the river; he told me afterwards that he had been prompted by George Stockman to do it, and that he was misled in doing it. He showed me a letter that George Stockman wrote to him, advising him to do it; I knew his handwriting, but could not read the letter, as it was in Maori. I am sure that Heremia would not have opposed the survey being made if he had been left alone by the Government surveyors and by other people. If the survey had been left to me and the Natives it would have been done. I was not present at the Court at Otorohanga when the line known as Mair's line was fixed. The effect of the order of the Court made on that occasion was to throw by far the largest part of the Mokau-Mohakatino No. 1 Block into the Rohepotae Block, and to bring a great number of additional owners—I do not know how many, but I think about three thousand—into the ownership. This is one of the things that has tended to unsettle the minds of the Natives, and to hinder me in my negotiations. When the matter was before Judge Wilson in 1887, at New Plymouth, this action of the Native Land Court at Otorohanga had an effect upon his proceedings. He said, although the action appeared to be illegal, still it prevented him from proceeding until it had been settled. Wetere is alleged to have been one of the parties to this arrangement. He told me that he did not hear the discussion which is said to have taken place on it, and that he never agreed to it. Te Aria, another of the alleged parties to the agreement, was dead at the time—that is, if he is the same person as Heremia, who is also called Te Aria. I have heard the reports of Mr. Humphries read over [Exhibits Nos. 14, 15, and 16]. I wish to observe, in reference to those reports, that every Native that Jones is connected with is spoken of as a person of no position amongst the Natives, but that every Native Mr. Humphries consulted is said to be a person of position and influence. As a matter of fact, Epiha and his family are the largest landholders in the block. The one of these reports bears out the statement I make, that the Survey Department has been creating all the difficulties with regard to my lease. You will observe that Mr. Humphries visits the district, and does not see or speak to me at all. With respect to Mr. Skeet, it is a fact that after he came into the neighbourhood the difficulties became insurmountable; he was always falling out with the Natives, not only in relation to this survey, but other matters. I object also to the report speaking of the absurdity of the line drawn by order of the Court; that is not the business of the surveyor. I spoke to Mr. McKerrow

about this same question of the line, and found no difficulty in convincing him; and it was of his authority that the present survey was made. He said, "Having seen the order of the Court, and your maps, I will take care that the line is put where you have requested it to be." The Native named Toponi, mentioned by Mr. Humphries in his report, is not a man of rank, though he might have influence with the Natives to make mischief. The statement made in the report that Takirau was the only other Native who held with me is also unwarranted. I take exception to Mr. Humphries going to Mokau and inflaming the Natives, and making these reports without speaking to me about it, although I was at Mokau at the time. I asked him afterwards, in his office, why he had not spoken to me about it when he was at Mokau. He said, "I do not know you in the matter at all," although he refers to me and my business repeatedly in his reports.

TUESDAY, 14TH AUGUST, 1888.

JOSHUA JONES (evidence continued).

The memorandum now produced, signed by Mr. Percy Smith, which was addressed to me in August, 1886, refers to the plan produced [No. 33]. I have had several personal interviews with the Surveyor-General himself about this matter. I cannot exactly remember the date of the first interview. I think I have upon two occasions put before him the lease itself, showing the original plan as prepared by Mr. Skinner. I have a distinct recollection of Mr. McKerrow comparing the plan on the lease with the plan produced [No. 33], and having the order of the Court in his hand at the same time. He then said, "Your contention is supported as to the eastern boundary position; I will direct that the line be cut where you represent it should be." I think it was in January last that I wrote to him reminding him of this, as he was particular to tell me to communicate direct with him upon the subject. He then again replied, "Attention will be paid to your representation as to the position of the eastern boundary, and it has now been cut accordingly." I produce a letter from the Surveyor-General, dated the 12th January, 1888, to the same effect [Exhibit No. 40].

Some time about the middle of last year Mr. McKerrow went with me to see Mr. Ballance. Mr. McKerrow said to me, "Jones, come and see Mr. Ballance"—the then Minister of Lands—"so that there may be no misunderstanding." Mr. McKerrow wished to push the matter on if he could. We went together and saw Mr. Ballance in his room. A conversation took place between Mr. McKerrow and Mr. Ballance. Mr. McKerrow said there was no difficulty whatever in putting this block through on a sketch-map, and instanced cases in which the Crown had itself acquired lands from Natives on a sketch-map, and partitions had been made on these maps. He particularly mentioned some block in the neighbourhood of Wanganui. Mr. Ballance said, "If you think it can be done without difficulty we will see what the Chief Judge says." Mr. Ballance also said, "I am every day getting cries from that neighbourhood about this country not being opened." Mr. Ballance, in my presence, sent for the Under-Secretary, Mr. Lewis, and in our presence instructed Mr. Lewis to send a telegram to Chief Judge Macdonald to ask if my case could be dealt with upon a sketch plan, certified by the Survey Department. When the answer was received from the Chief Judge Mr. Barron, Superintendent Surveyor, again went with me to Mr. Ballance. The Chief Judge replied to the effect that, as long as the plan was certified by the Survey Department, the Court would raise no objection. The telegram was read out in my presence. I left with the understanding that the Court would sit and take the case upon the sketch map. The Court sat accordingly in 1887 at Waitara; the map was put before the Court, signed by Mr. Humphries, and it is known as the topographical map. The plan was on that occasion rejected by the Court.

I have read over the evidence of Messrs. Russell, Morrin, Walker, Mrs. Walker, and Major Brown. I might make a great many comments upon their statements, and I might deny a great many things said by them, but I do not think it necessary to take up the time of the Commission by so doing.

With regard to Mr. Bayly's position in the matter, he is the mortgagee of the lease, and it is the case, as he says, that in the terms of the mortgage the money due to him must be paid in January or the lease will fall into his hands. Had the matter gone on as it should have done I should not have required to borrow the money. In 1883 I had made an arrangement with some persons in Auckland who were prepared to form a company to work the coal on my lease. They were to pay £1,000 down. I received £400 in cash, and I gave an order on them for the balance in favour of Mr. Bayly. In the meantime the trouble with Heremia occurred, when the coal was thrown into the river; consequently these persons withdrew from the arrangements and dishonoured the order I had given. Subsequent to that another party was formed in Auckland; they did not pay anything down, but they sent down Mr. Moody to inspect the mine. He gave a favourable report. Mr. Melville acted as secretary in the negotiations; there were meetings in Mr. Melville's office. I was informed by the persons concerned that they were willing to go into the thing if I could give them a title, but no money was paid. There were eight gentlemen concerned, who undertook to put down £100 each to pay the preliminary expenses. [Exhibit No. 41, telegram from Mrs. Walker to Mr. H. Brown, dated 30th June, 1882.]

WEDNESDAY, 15TH AUGUST, 1888.

JOSHUA JONES (evidence continued).

I also produce letters from a gentleman in Sydney, which I have received within the last few weeks, proposing to form a syndicate to work the Mokau coal under an arrangement with me. As I have been obliged to inform him that my title is still unsettled, the matter is for the present hung up. These are definite offers which I have received, but I might, had I been in a position to give a good title, have pushed the matter in other directions. I wish also to remind the Commission that the Committee of the House in 1885 took evidence, as the result of which it was inserted in the Special Powers and Contracts Act that I expended large sums of money on the land. I

cannot say definitely the actual loss in money which I have sustained by reason of the matters referred to. I have long ago expended all my own money. With regard to the question that may be raised before the Trust Commissioner as to whether the Natives who have signed my lease have sufficient other land to live on, I wish to say that the same Natives are owners in the Mohakatino-Paranini Block, containing about 140,000 acres, the number of owners being only about 130. They are also owners in the Mangaoera and Mangapapa Blocks, both of which have gone through the Court, containing together about 20,000 acres. They are also owners in the Rohepotae Block; and they are the principal owners of the land in the Waipa Valley. I also draw the attention of the Commissioners to a reserve of 76 acres on the north bank of the Mokau, and another 175 acres, another of 147 acres, another of 6 acres, another of 884 acres, another of 125 acres, another of 55 acres, and another of 110 acres on the sale plan of the Awakino North Block. With regard to the land in my lease, except for what coal and minerals may be there, which is at present very little known, it is, for the most part, of little or no value. There are a few small patches of cultivation. There is some open fern land near Totoro, but the bulk of the land is quite unfit for agricultural or pastoral purposes. With regard to the timber, there are a few totara trees, but most of the timber is rimu or white pine. Some of it could be got at. The ranges are covered with black birch.

With respect to the piece of land at the heads which is excepted out of the Mokau-Mohakatino No. 1 Block, I, acting for Epiha and some other Natives, made several applications to get that land put through the Court, but could never get a Court fixed until last October. It came before the Court at Waitara for investigation of title. By that time Epiha was dead. Titokorangi was ill at his settlement. I had authority to act, signed by Epiha; but at the Court Takirau attended and got the block struck out. In 1882 the block passed the Court as part of the larger block, but the Government sent their agent to the Court, and applied for this 500 acres to be reserved to the Crown as a site for a township. The Judges refused as the Natives objected, and the piece was excluded from the block. That is the reason I did not get it at that time. Takirau and Te Oro were amongst those who entered into negotiation with me in the first instance, including this piece of land, and I could have got it at that time but for the action of the Government, which led to its being excluded from the block. I wish also to call the attention of the Commissioners to the fact that some of the parties signing the lease are minors, whose assent is given by their guardians. In every case a Native has signed, but it happens that the Rev. H. H. Lawry is also a guardian for all the minors, and he, acting on the advice of Messrs. Jackson and Russell, refuses to sign. I now put in letters received from him on the subject [Exhibit No. 42]. One of the reasons he gives—namely, the term of the lease being for fifty-six years, has long since been removed by "The Special Powers and Contracts Act, 1885;" his other reasons, or some of them, are stated in letters produced. With regard to the origin of my negotiations with the Natives at Mokau, I put in evidence a letter addressed to me by the late Mr. Sheehan, dated the 29th April, 1879 [Exhibit No. 43]; also a statement by Mr. Carrington as to an interview which took place in January, 1876, at the time when I was first entering into those negotiations [Exhibit No. 44].

THURSDAY, 16TH AUGUST, 1888.

JOSHUA JONES (recalled).

In January of this year I made a formal request to the Government to get the survey completed. The Native Minister agreed that it should be done, and the cost should be made a lien on the land. My reason for making this application was that my means had become exhausted, and I was unable to employ a surveyor, or to pay for a survey on my own account.

I had on several occasions previously applied to have the survey made by a surveyor employed by me, but I was not allowed to do so. When I made those applications I had money, and could have paid for the survey.

WILLIAM JAMES BUTLER, having been duly sworn, gave evidence as follows:—

I am a duly licensed interpreter in the service of the Government.

I have compared the lease now produced to me, dated the 12th July, 1882, from Wetere te Rerenga and others to Joshua Jones, with the statement in the Maori language indorsed thereon. The latter appears to me to be a clear statement in the Maori language of the terms of the lease, and clearly expresses that the lease is an absolute lease of the land, with all timber and minerals thereon, to Joshua Jones for the term of fifty-six years from the 1st July, 1883. A description of the land in Maori also agrees with the description given in the deed as regards the boundaries, though no area is given. The only discrepancy I notice is that in the deed it is stated that the Natives are to have 10 per cent. on the proceeds of the coal after deducting expenses, whereas in the Maori translation it says nothing about deducting expenses.

MONDAY, 20TH AUGUST, 1888.

HARRY OTTERSON, having been duly sworn, gave evidence as follows:—

I am the Second Clerk-Assistant in the House of Representatives. As such I have charge of the records of proceedings of Select Committees of the House.

I produce the minutes of proceedings on the petition of Joshua Jones. It appears by those minutes that the Hon. John Bryce was examined on that petition before the Public Petitions Committee on the 15th July, 1885. The document produced contains the minutes of the evidence given by him before the Committee on that occasion.

[Approximate Cost of Paper.—Preparation, nil; printing (1,475 copies), £29 6s.]