

- (e.) Subsequent to the receipt by the company of the letter referred to in paragraph (d), the secretary, Mr Whitlock, was instructed to proceed to Wellington to interview the Minister in charge of the Advertising Department, and urge the claim of the said newspaper to be placed on the departmental list. Mr Whitlock saw the Minister in charge (Sir Joseph Ward), who, without any stipulation or condition, directed the said newspaper to be placed on the departmental list for Government advertisements.
- (f.) Sir Joseph Ward was not shown nor informed of the contents of Mr Symes's letter to Mr McCluggage of the 4th October, 1905.

## FINDING.

The Committee finds that the charge of the threat as alleged is not established. The letter of Mr Symes of 4th October may possibly be susceptible of such construction, although it may not have been intended by the writer. In construing the letter it must be remembered that it was a reply to a request made to Mr. Symes that he would get a certain newspaper a share of Government advertising. This advertising was authorized by the Government on application from Mr Whitlock and without any representation to the Government from Mr Symes.

## CHARGES AGAINST MR. KAIHAU

## FIRST CHARGE.

THE Select Committee, to which was referred the charges brought by the honourable member for Stratford, Mr Hine, against Mr Henare Kaihau, the honourable member for the Western Maori District, has to report as follows :—

1. The first charge against Mr Kaihau is as follows :—

“That Henare Kaihau, in or about the year 1906, while a member of Parliament, conducted the sale to the Government of a portion of the Te Akau Block, and received from the vendors a commission or other sum of money ”

2. At the hearing Mr M. Myers appeared as counsel for Mr Hine, and Mr C. P. Skerrett, K.C., with whom Mr Blomfield, and afterwards Mr Sharp, were associated, for Mr Kaihau.

3. The evidence, which was taken at length, shows

- (a.) That Mr. Kaihau was in the year 1903 the member for the Western Maori District in the House of Representatives, and still is the member for such district.
- (b.) That before and in the years 1906 and 1907 Mr Kaihau carried on a business as a Native land agent, and as conductor of cases before the Native Land Courts.
- (c.) That in November, 1906, Mr. Kaihau entered into certain contracts with a section of the owners of the Te Akau Block belonging to the Ngatitahinga Tribe, by which Mr. Kaihau agreed that he should act as a Native agent for the owners in preparing for trial and conducting their case at the sitting of the Native Appellate Court, and should at his own cost and expense procure such legal assistance as he should consider necessary, and should pay all fees and disbursements necessary in connection with the investigation before the Appellate Court, also, that he should negotiate with the Crown for the sale of 13,000 acres of the said block at a price of not less than £2 per acre. The Ngatitahinga Tribe on the other hand, by the same instruments, agreed that Mr. Kaihau as such agent should receive as remuneration for his services 10 per cent. of the purchase-money paid by the Crown. It was further provided by clause 5 of the said agreement that, should Mr Kaihau not succeed in securing to the Ngatitahinga Tribe the 13,000 acres of the land then in question before the Appellate Court, or in selling the same to the Crown, the agreement should lapse without releasing the Native owners from any reasonable claim Mr Kaihau might bring against them for work already done, or thereafter to be done, and for all disbursements made by him in connection with the said lands.
- (d.) Mr. Kaihau appeared on behalf of the before-mentioned tribe before the Native Appellate Court which sat at Ngaruawahia in February, March, and April of 1907, and the Native Appellate Court by their judgment adjusted the boundaries of the Te Akau Block so as to increase the holding therein of the Ngatitahinga Tribe and of the Ngatipare Tribe (the latter of which was represented at the Court by Mr H. D. Bell and Messrs. Hone Heke and Pepene Eketone) by about 13,000 acres.
- (e.) Mr Kaihau paid the costs of counsel who appeared with him before the Native Appellate Court, amounting to £500, and this with other costs and expenses in connection with the proceedings, it was stated, probably amounted to between £700 and £800.
- (f.) The Native Land Purchase Department received from Pepene Eketone an intimation of the arrangement made between Mr Kaihau and the members of the Ngatitahinga Tribe, and the Native Land Purchase agents of the Crown were instructed not to negotiate for the purchase of any shares in the said 13,000 acres through Mr Kaihau, and not to recognize Mr Kaihau in the transaction.