SESSION II.
1912.

NEW ZEALAND.

JOINT JOSHUA JONES CLAIMS COMMITTEE

(REPORT OF THE) ON THE PETITION (No. 266, SESSION II, 1912) OF JOSHUA JONES; TOGETHER WITH COPY OF PETITION, MINUTES OF PROCEEDINGS, MINUTES OF EVIDENCE, AND APPENDIX.

(HON. MR. RIGG, CHAIRMAN.)

Reports brought up on the 2nd October and 1st November, 1912, and ordered to be printed.

ORDERS OF REFERENCE.

Extracts from the Journals of the Legislative Council.

WEDNESDAY, THE 25TH DAY OF SEPTEMBER, 1912.

Ordered, "That a Select Committee be appointed, with power to confer with any similar Committee of the House of Representatives, and with power to agree to a joint report with such Committee, to whom shall be referred the petition of Joshua Jones, of Mokau; with power to call for persons and papers, and to report to this Council whether the petitioner has suffered loss of any right conferred upon him by statute or under the provisions of any deed or deeds of lease by reason of any amendment of the statute law of New Zealand, or of any matter or thing done or omitted by the Government of New Zealand: the Committee to consist of the Hon. Mr. Anstey, the Hon. Mr. George, the Hon. Mr. Luke, the Hon. Mr. Paul, and the Hon. Mr. Rigg: the Committee to report within twenty-one days."—(Hon. Mr. BELL.)

WEDNESDAY, THE 2ND DAY OF OCTOBER, 1912.

Resolved, "That the first recommendation contained in the interim report of the Joint Committee on the Joshua Jones Claims, brought up this day, be agreed to."—(Hon. Mr. RIGG.)

Copy of the said first recommendation: "1. That the meetings of the Committee be open to the Press."

THURSDAY, THE 3RD DAY OF OCTOBER, 1912.

Ordered, "That the names of the Hon. Mr. Loughnan and the Hon. Captain Tucker be added to the Joshua Jones Claims Committee."—(Hon. Mr. BELL.)

TUESDAY, THE 8TH DAY OF OCTOBER, 1912.

Ordered, "That the name of the Hon. Mr. Loughnan be discharged from the Joshua Jones Claims Committee, and that the name of the Hon. Mr. Louisson be added to the Committee in lieu thereof."—(Hon. Mr. LOUGHNAN.)

THURSDAY, THE 24TH DAY OF OCTOBER, 1912.

Ordered, "That the time for bringing up the final report of the Joshua Jones Claims Committee be further extended seven days."—(Hon. Mr. RIGG.)

Extracts from the Journals of the House of Representatives.

THURSDAY, THE 26TH DAY OF SEPTEMBER, 1912.

Ordered, "That a Select Committee be appointed, with power to confer with any similar Committee of the Legislative Council, and with power to agree to a joint report with such Committee, to whom shall be referred the petition of Joshua Jones, of Mokau; with power to call for persons and papers, and to report to this House within twenty-one days, whether the petitioner has suffered loss of any right conferred upon him by statute or under the provisions of any deed or deeds of lease by reason of any amendment of the statute laws of New Zealand, or of any matter or thing done or omitted by the Government of New Zealand: such Committee to consist of Mr. Anderson, Mr. Craigie, Mr. Dickie, Mr. Mander, and Mr. Statham."—(Hon. Mr. MASSEY.)

WEDNESDAY, THE 2ND DAY OF OCTOBER, 1912.

Ordered, "That the names of Mr. Bell and Mr. McCallum be added to the Joshua Jones Claims Committee."—(Hon. Mr. MASSEY.)

TUESDAY, THE 15TH DAY OF OCTOBER, 1912.

Ordered, "That ten days' extension of time be granted the Joshua Jones Claims Committee within which to bring up its report."—(Mr. MANDER.)

THURSDAY, THE 24TH DAY OF OCTOBER, 1912.

Ordered, "That the Joshua Jones Claims Committee be granted an extension of time of seven days within which to bring up its report."—(Mr. MANDER.)

PETITION.

To the Honourable the Speaker and Members of the House of Representatives in Parliament assembled.

THE petition of Joshua Jones, of Mokau, Taranaki, humbly showeth,—

1. That your petitioner arrived in this country in 1876, and shortly afterwards proceeded to open friendly negotiations with the King-country Natives with a view of settling at Mokau. That at this named period the Government of the colony and the Natives of that part of the country were at variance, no Europeans being allowed by the Natives to even enter their territory, and an armed force of Constabulary at large expenditure was maintained by the Government to protect European settlers from Native aggression.

2. That upon the accession to office of Sir George Grey as Prime Minister in 1877 the leading chiefs of the King-country and their people desired to renew the friendship with that statesman that had existed with him as Governor before troublesome times arose. That your petitioner was entrusted with the correspondence and negotiations, verbal and in writing, which led to friendship being again established between that statesman, representing the Government, and the Natives, which has remained unbroken.

3. That the cementing of friendship between Sir George Grey and the Natives, and the opening of the King-country at Mokau on the south by his personal visits to Waitara and at Te Kopua on the north, led to the establishment of permanent peace and the disbanding of the armed forces, thereby saving the colony an enormous annual expenditure.

4. That in consideration of the services rendered by your petitioner in assisting to establish peaceable relations he was assured personally and in writing by the Government of its support in negotiating for the lease of a block of land on the south bank, Mokau River. That upon a change of Government taking place this pledge became violated in a most unrighteous manner, and obstructions were for several years thrown in the way by Government officials of your petitioner acquiring any titles or secure occupation of the said land.

5. That in addition to the obstructions set up by Government officials your petitioner was further thwarted in his dealings by the passing of the Native Land Alienation Restriction Act, 1884, which by a mistake included the Mokau lands and prevented his dealings with the same.

6. That in 1885 your petitioner was compelled to appeal to Parliament for relief from the disability named in the last preceding paragraph, and provision was granted in the Special Powers and Contracts Act, 1885, and by notice in the *New Zealand Gazette*, 8th October, 1885, page 1180, removing the disability and facilitating the negotiations.

7. That your petitioner, believing his troubles were at an end, proceeded under the special provisions of the Act of 1885 to complete his titles, but was again prevented by a decision of the Chief Judge of the Native Land Court that this land was subject to certain prohibitive provisions in a statute of 1886; that the decision was such that could not be reviewed by a higher Court; that consequent upon this said decision your petitioner was compelled to again petition Parliament in 1888, when the decision of the Chief Judge was held to be wrong.

8. That in 1888 a Royal Commission was set up by the Government to inquire into the whole of your petitioner's dealings with respect to this land. The inquiry was most searching, extending from Wellington to Taranaki, Auckland, and the King-country. The report of this Commission, dated the 20th August, 1888, found no fault with my dealings, but, on the contrary, reflected upon the actions of the Government and its officers in preventing me completing my titles, and stated that I had suffered loss through being unable to do so. Your petitioner asks leave to quote the following, paragraph 9, from page 4 of the report: "The said Joshua Jones has undoubtedly suffered serious loss and injury through inability to make good his title, but we are unable to form any pecuniary estimate thereof."

9. That pursuant to the report of the said Royal Commission of 1888, the Government recommended and Parliament passed the Mokau-Mohakatino (Local and Personal) Act, 1888.

10. That with respect to compensation for losses sustained through the actions of Government officials, as found by the Commission, your petitioner would state that the Prime Minister of the day, Sir Harry Atkinson, suggested to the Hon. G. M. Waterhouse and myself that if I put in a reasonable claim for compensation he would support it, but I replied to the Minister that, as his Government had considerately passed the local and personal statute, which I trusted would terminate all difficulties, I would not ask the colony for compensation. Both these gentlemen expressed the opinion that my attitude was generous, considering that I would yet have to incur much expense and loss of time in completing the titles that would have been unnecessary but for the difficulties before named.

11. That, during the period of the difficulties before named, certain gentlemen in Australia, comprising a syndicate with capital to work the minerals on the property at Mokau, sent an agent to this country for the purpose of commencing operations, but finding the difficulties with respect to the title he returned to Australia, and the project was abandoned. Also, an Auckland syndicate, who chartered a steamer to Mokau and inspected the property, refused for the same reason to embark their capital.

12. That after the passing of the Act of 1888 your petitioner proceeded to complete the titles, and the deeds of the owners who had signed the various instruments were confirmed by the Trust Commissioners after examination of the signatories, the titles being leasehold.

13. That at about the time the titles had become presentable to capitalists a financial crisis arose in New Zealand and in Australia, and your petitioner was compelled in 1892 to proceed

to London in search of capital to work the minerals; that prior to this date the particulars of the property had been sent by a Wellington solicitor, named W. L. Travers, to a London firm of solicitors, styled Flower and Nussey.

14. That on arrival in London in January, 1893, your petitioner disclosed his identity through the Agent-General, Sir Westby Perceval, to the firm of Flower and Nussey, the senior partner of whom, Wickham Flower, undertook the business I required of him—namely, to act as solicitor for me, and to find a sum of about £8,000 at once to clear liabilities on the estate in New Zealand, and to use his best endeavours to get a company formed to work the property, for which call or service he was to receive £1,050 bonus, and refund of the advances with interest; in addition to these his firm would receive the solicitorship to any company formed to work the estate. That the said Wickham Flower informed me that he knew full well the value of the property, having received the information from Travers, and he showed me a letter from that person, which I previously knew he possessed, stating that the property was worth from £70,000 to £80,000 as a speculation, if not more.

15. That the said Wickham Flower did not carry out his agreement with me, although he was well in a position to do so at that time; but at the eleventh hour he proposed another course —namely, that as the property was being sold by the mortgagee in New Zealand he would bid at the sale as my solicitor, and that if the property became knocked down to his bid he would give me a document undertaking to hand the same to me when a company could be formed or I could pay him his outlay. I pressed him to advance the money to me or let the bid be in my name. This he refused to do, and time did not permit of arrangements being made elsewhere, and the property was bought in through Travers in Flower's name for £7,652 on the 8th April, 1893. Travers thereupon threw my interests over and joined Flower in the proceedings for which he was held guilty in the London Courts.

16. That upon the purchase being made I requested Flower to give me the document undertaking to hand over the property he had promised before the sale to give, but he refused to do so, saying that he had purchased the property for himself and a banker named Hopkinson, who was finding portion of the money.

17. That finding myself in this position I laid the case before some London capitalists, who offered to find the money to pay Flower off and find the money. A Mr. Jersey Barnes, of Finsbury Circus, placed the money at my disposal, but Flower refused to accept it. He demanded £30,000. Other men in London offered to put up the money, but Flower would not accept what was due to him. In 1895 Mr. E. G. Jellicoe, who was in London, arranged with his bank to advance the money. He offered it personally and by letter, but Flower refused to accept it, demanding £30,000.

18. That in 1894 Flower and others sent a coal expert out from London to examine the 56,500 acres comprising the Mokau property. He was eleven days in the neighbourhood, including days of arrival and departure. He occupied seven days going to Totero and back by canoe, thus leaving two days for his examination, one of which he spent on the north bank, off the property. He did not go half a mile from the river, and on his return to London produced a report condemning the coal. The title there, however, was in dispute. It should here be stated that some of the parties who joined Flower in sending the expert out came to me after his return and offered me certain terms for the coal, which I declined to accept.

19. That in 1895 the West Australian Mining Company, of Winchester House, agreed to give me £200,000 in cash and shares for my interest in the property, and pay down £20,000 deposit as soon as I could give them a good title; but the report of the expert who was sent out to examine the property was by Flower's agency laid before the directors in an underhand manner, and so prevented the sale, as also did the dispute of title maintained by Flower, and also the fact of my being made bankrupt at the instigation of Travers and Flower.

20. That the correspondence betwixt Flower and Travers, when produced before the Incorporated Law Society in London, discloses a desire on the part of those persons to acquire the Mokau Estate for their own benefit by some easy process. In one letter by Travers to Flower he writes, "I hear that Jones has disposed of some of the titles in either New Plymouth or Sydney, and if he could be made bankrupt he could be made to disclose where the titles are." This being interpreted by your petitioner implies that if they could manage to get Jones into prison or unhorse him by some other means, they might easily acquire his estate; that Travers knew perfectly well the titles belonged to the mortgagee, and that I left the whole of them in his possession before I left New Zealand.

21. That Wickham Flower, by misrepresentation and false pretences, induced a Mr. Robert Colley to move in bankruptcy against your petitioner for a small sum of money due to him, and an order was made; but upon my solicitor, Sir George Lewis, laying the facts before the Registrar, he directed an immediate and unconditional discharge. The petitioning creditor supported the application by stating that he had been misled by Wickham Flower.

22. That after repeated applications made by your petitioner to the Incorporated Law Society for investigation into the conduct of this solicitor, Wickham Flower, and being refused, the then Attorney-General and Master of the Rolls, the present Lord Alverstone, at my request, made an order directing the society to hold the inquiry, which eventuated in Flower being held guilty by a Divisional Court of misfeasance, in that he possessed himself of the Mokau property as solicitor for me, and then fraudulently claimed to be absolute owner, and ordered to pay the whole of the costs of the inquiry by way of a fine—not as costs. That Flower then appealed to the Full Court, with the result that the decision was upheld, again with costs, one of their Lordships remarking that it was a matter of regret that the colonial solicitor, meaning Travers, was not in England, so that both could be dealt with together by another branch of the Court. That the effect of this judgment was to hold Flower, as being the solicitor, trustee of the Mokau property for me.

23. That in July, 1904, your petitioner brought an action in the King's Bench for slander of his title to the Mokau Estate—"Jones *v.* Flower, Nussey, Fellowes, and Hopkinson." That on the third morning of the trial the defendants, in preference to entering the witness-box to maintain their defence, offered to surrender all claim to the property on terms of payment. Wickham Flower, however, being the only holder of the legal estate, and that as trustee for me, was the only defendant to count with as far as the property was concerned. My counsel, Sir J. Lawson Walton, had been informed that there was no money obtainable from the other side when we got the verdict, of which there was no doubt, so he advised me to accept the compromise even at a sacrifice, because there was the opportunity at hand of selling the property. I acted on his advice, and consented to compromise. I, however, raised three objections to the terms put forward, which are necessary to mention here: (1) I objected to take over the tenants that had been illegally put on the land by Flower; (2) I objected to give the other side the power to register a mortgage under the Land Transfer Act of New Zealand, for the reason that I had a private Act regulating the title; (3) that as Flower had prevented a sale of the property in years gone by by putting forward the report of the expert on the coal that had thwarted a previous sale, and also disputed my title, he might do the same again and spoil another sale. The jury were kept idle in the box while these objections were being discussed. Counsel on both sides retired with the Judge to his private room to consider the objections, with the result that it was agreed—(1.) That the tenants had been illegally placed on the land by Flower, therefore he would have to remove them: this is provided for in the order. (2.) That as a sale was on the board, it would not matter to me as to under which Act the registration took place: this point was conceded. (3.) That if the report damaging to the coal arose again, or any other action of the defendants defeating or prejudicing a sale, the Court would hold the compact and anything done under it to be void; that I was to treat the compact in that light, and stand back on my private statute if necessity were to arise. This ended the case, and the jury were discharged. There were two years fixed by the compact in which I had to pay the sum of £17,000. If not then paid I was to give the mortgage registrable under the Land Transfer Act in New Zealand. That I did not pay the money within the specified time, and an extension of six months was agreed upon in consideration of an extra £500 being added to the amount of the mortgage.

24. That Wickham Flower died in September, 1904, shortly after the compromise, and the executors then assumed entire control of his estate, holding the same fiduciary relationship to my interests as did the deceased.

25. That the cause of my not being able to pay these sums agreed upon nor any part of them was that my agents, Messrs. Doyle and Wright, were damaged in the sale by the same report respecting the quality of the coal as had been put forward by Flower's agency in 1895–96, and spoiled the sale to the West Australian Mining Company, being again put in circulation in London during the period betwixt the compromise of July, 1904, and during the currency of the mortgage up to the time of the sale by the mortgagees in August, 1907. That I saw the document condemning the coal in the hands of a Mr. Seward in London during the currency of the mortgage and extension, and recognized the contents as being part of the expert's report. Mr. Seward admitted to me that it was copied from the report of that expert who had been sent out to examine the property by Flower and others several years previously. That in support of this my statement your petitioner asks leave to refer to copy of the correspondence betwixt his London agents, Messrs. Doyle and Wright, and himself, to be seen in *Hansard*, 1910, pages 645–6. That as a further cause for my being unable to pay these moneys I discovered that Flower's executors, by their solicitors, Flower and Flower, during the period abovenamed in this paragraph, also again claimed ownership over the property, as may be seen by the correspondence between Messrs. Lewin and Co., my solicitors, and Flower and Flower, printed in *Hansard*, 1910, pages 646–7. Therefore, under these circumstances your petitioner submits that it was impossible to deal with the estate and find money to pay the sums agreed upon.

26. That during the negotiations in London with the executors' solicitors in 1906 your petitioner signed two particular documents, one dated the 16th November, 1906, not to prevent or delay registration in New Zealand by the other side; the other document, of different date, was of kindred effect, undertaking not to request further extension of time for payment of the mortgage-moneys. That the prevention of my dealing with the property by the other side as set out in the last preceding paragraph placed me in the position of being compelled to ignore those documents signed by myself, and to seek investigation of the situation in the Courts of law. That the said documents were subsequently held up in an action in the Chancery Court on the 1st November, 1907, by counsel for the other side, on a motion to stay the said action as being frivolous; but His Lordship held that the plaintiff having signed such documents was the stronger reason why the action should proceed. "You may find," said the Judge, "that the plaintiff will show reasons for ignoring what he has signed. If he does not, so much in favour of the other side. This is not by any means a frivolous action to be struck out. An order will be made for it to proceed." And an order of that date was made accordingly. That the New Zealand Court, on the 20th July, 1908, having these two documents before it, referred to my action in ignoring them as dishonest. In another part of the case, at the same sitting, one of the Judges saw fit to say respecting myself, "A man that would compromise under one Act and repudiate under another would be capable of anything." This libel had reference to the compromise of the 27th July, 1904, where it was agreed on both sides and conceded by the Judge that if the other side violated the compact, as Flower has done some years previously, I was to consider the compact void and fall back on my own statutes regulating the title.

27. That in default by your petitioner under the circumstances before mentioned in paying off the mortgage, the executors put the estate up for sale at New Plymouth on the 10th August, 1907, and, there being no bidding by the public, the executors became the purchasers at the amount of their alleged claim. That your petitioner was then advised that the executors, their solicitors and agents, having violated the compact of 1904, as hereinbefore stated, by prejudicing

and preventing the sale of the property by myself and my agents, reverted to the position of trustees of my interests, both according to the compact and in law, and consequently possessed themselves of what title they hold as such trustees and not otherwise.

28. That prior to the sale and purchase in the last paragraph mentioned your petitioner had commenced an action for redemption and accounts; that the executors, on the 1st November, 1907, moved to have the action stayed upon the ground that it was frivolous. Mr. Justice Parker dismissed the motion, and made an order for the action to be tried, but expressed the opinion for both sides to consider that the action should have been brought in New Zealand, where the property and, he believed, the jurisdiction lay. That upon this expression of opinion from the Bench I spoke to Sir J. Lawson Walton, then Attorney-General for England, who had for some years been my counsel, and he, after looking into the matter, gave me his opinion that the jurisdiction was in New Zealand, and pointed out that an order of the New Zealand Court would not be enforceable over property in England, and the same rule would apply. There was also the fact that the other side pleaded in their defence that the jurisdiction was in New Zealand, and the further fact that the other side, Flower, had obtained a foreclosure order over this property in London in June, 1896, that could not be enforced in New Zealand for want of jurisdiction.

29. That, following the circumstances stated in the last preceding paragraph, your petitioner determined to return to this Dominion to enter the action here, leaving instructions with my solicitors in London to allow the English action to lapse, or consent to its being dismissed. That I informed the other side of my intentions before leaving. The striking-out of the action was subsequently not opposed by my solicitor.

30. That on arriving in New Zealand in February, 1908, and consulting the solicitor who had acted for me during my absence, Mr. C. H. Treadwell, I lodged caveats, drawn up by him, preparatory to commencing the action. That consequently I was cited at the instance of a person named Hanna, who had loaned money to one of the sub-tenants on the property named Kelly, to show cause why I should not be ordered to remove the caveat. A hearing took place before Mr. Justice Edwards at New Plymouth, who referred the case to the Full Court at Wellington for decision on the 20th July, 1908. That the Full Court, without calling on the other side, and upon precisely the same papers as were before the English Chancery Judge, and save and except a dummy transfer in this country of the property by the executors' agents, Travers-Campbell, of Wellington, to a person named Herrman Lewis, for no consideration whatever, paid or guaranteed, ordered removal of the caveat, refused me the right of trial of action the English Court held I was entitled to maintain, and refused me leave to appeal to the Privy Council. That this decision was given on the merits, not on the ground of jurisdiction.

31. That in May, 1911, my counsel made application to the Court (Chief Justice Stout) for leave to re-enter the action, but this was refused on the ground that the jurisdiction was in England, not in New Zealand; that the Chief Justice, who was one of the Bench that ridiculed the application for leave to appeal to the Privy Council on the 20th July, 1908, gave leave in this instance, and there the case remains, as I have not the means to prosecute the appeal.

32. That upon the decision being given by the Full Court on the 20th July, 1908, your petitioner laid the situation before the Prime Minister, Sir Joseph Ward, who replied that he knew the hardship of the case, but that the Governmnet could not molest the judgment of the Court. He, however, advised me to petition Parliament, and stated that he would be glad to give effect to any recommendation made by a Committee in my favour.

33. That during the session 1908 I petitioned the House of Representatives, but it being near the end of the session and honourable members being fully engaged, it was suggested I should petition the Legislative Council, which suggestion I acted upon; and the Council Committee, being also limited to time, held a short inquiry, and reported recommending the Government to set up inquiry by Royal Commission or other competent tribunal into the merits of the petition, and that pending such inquiry steps be at once taken to prevent any further dealings with the land in question. That the report passed the Council on the 9th October without discussion.

34. That upon the report being brought up I instructed the solicitor acting for me, Mr. Treadwell, to move the Minister in charge of the report, Dr. Findlay, to get the Commission of inquiry set up as soon as possible. That Mr. Treadwell reported to me the same day that he had seen Dr. Findlay, who informed him that the Government would not give effect to the recommendation, and that no inquiry should be set up, nor any steps taken to prevent the property from being further dealt with; and, further, that no legislation would be passed by the Government for my relief. But that Dr. Findlay placed certain terms of compromise with respect to the property on behalf of Herrman Lewis that had been approved of by the Hon. Mr. Carroll on behalf of the Natives before him for me to consider, with instructions for him (Treadwell) to take the terms to Mr. Dalziell, Dr. Findlay's partner, and put them in proper form upon paper, and that he and Mr. Dalziell were to see Dr. Findlay together when this had been done. That this direction was carried out, and Treadwell and Dalziell saw Dr. Findlay together, within a day or two, to my knowledge.

35. That your petitioner was astounded when informed by Treadwell, as stated in the last preceding paragraph, that the Minister had refused the inquiry, and demanded the terms on behalf of Lewis as aforesaid, and questioned him as to the accuracy of the Minister acting in the dual capacity of solicitor for his firm's client at the same time, when Treadwell replied that the Minister certainly did so act; and, further, that although the Minister did not say so in words, he left him to draw the inference that if I did not accept the terms I should get nothing from the Mokau Estate. That this circumstance recalled to my memory a speech of Dr. Findlay's in the Legislative Council on the 25th August previously condemning my appeal to Parliament as being unconstitutional, although I had been advised by the Prime Minister to adopt the course; as also in the same speech his own suggestion that I should petition Parliament and get some

recommendation from a Committee, and the anomaly of his refusing to give effect to the recommendation when it had been made, thereby blocking the inquiry recommended by the Committee report. I discussed these instances with Treadwell at the time, and shortly afterwards obtained from him a document mainly confirmatory of what is stated in this and the last two preceding paragraphs.

36. That the inquiry recommended by the Committee was not and never has been held; neither has the land been protected from further dealings as recommended, but, on the contrary, the leasehold which the acting Price Minister, Sir J. Carroll, repeatedly declared from the public platform to be of more value than the freehold, was, by the improper influence of Dr. Findlay, as a Minister and with his firm, allowed to pass through the dummy purchaser, their client Herrmann Lewis, to certain speculators who were in this position of finding money; and the freehold, which, accelerated by the acquisition of the leasehold, was, by virtue of a certain Order in Council, never intended by the Legislature for such purpose, allowed to pass exclusively into the hands of the dummy purchaser of the leasehold, who alone was named in the order, for the benefit of the speculators above referred to, upon the pretext that it was in the public interest that the land should pass in such manner—whereas it was directly inimical to the public interest, inasmuch as the State had purchased the freehold at £15,000, and paid deposit on the purchase. That, at best, the transaction can only be viewed in the ratio of one for the public and ten for the speculator. That your petitioner submits that the transaction would not have taken place had not Dr. Findlay, in the interests of his firm and the client, blocked the inquiry recommended in 1908.

37. That the terms before mentioned as put forward by Dr. Findlay to Treadwell in October, 1908, were not agreed to or carried out, and on the 6th November Mr. Treadwell informed your petitioner that Mr. Dalziell had called upon him and stated that in consequence of a member of the Upper Chamber having communicated with the Prime Minister respecting the terms put forward on behalf of Herrman Lewis, Dr. Findlay had decided to send the case to a Stout Commission, with a threat that this step would prove to my damage.

38. That in May, 1909, your petitioner noticed in an Auckland paper of the March previous that the Stout-Palmer Commission had held inquiry into the Mokau lands, which inquiry I had received no notice of, the same having been held unknown to me. Your petitioner has no reason to doubt but what this procedure was set up pursuant to the intimation given by Dalziell to Treadwell as stated in the last preceding paragraph, the Stout-Ngata Commission having completed the services required of it and become dissolved, and the Stout-Palmer Commission set up specially for this case; and with cunning ingenuity the report opens in a manner to deceive, leading up to matters of leasing or sale that did not require the presence of a Royal Commission to deal with in order to give colour to the procedure as being necessary to Native lands inquiry. That the Mokau Block was not Native land, the same having been brought under the provisions of the Land Transfer Act, and any subdivisions or partitions required did not come within the scope of the Native Land Commission; that there are separate enactments relating to this land that removes it from inquiry, excepting by the properly qualified Courts and departments outside of such as the Stout-Palmer Commission. That, irrespective of any question relating to Native or any other land or other business of any description, your petitioner submits there is no power, and that even the King is prohibited by statute from directing inquiry into the private business of any subject, as in this case, without his or her consent. That the report contains material statements that are untrue and misleading, and the whole document is evidently written, not to say with prejudice, but with malicious intent; nor is it possible to place even a lenient construction on the action of the Commissioners, inasmuch as they did not seek the truth where they might have known it could be obtained, whereas they examined all and sundry who desired to profit by an improper report.

39. That your petitioner, upon learning in May, 1909, that the so-called inquiry by the Stout-Palmer Commission had taken place, wrote to the Prime Minister remonstrating against such form of procedure, but received no satisfaction beyond the usual vacant reply from that gentleman. That in October, 1909, two honourable members strongly supported in personally requesting the Prime Minister to remove the report from the table of the House upon the grounds (1) that there was no legal power to set up such inquiry, (2) that the inquiry was held unknown to me, (3) that Sir Robert Stout was not qualified to sit upon such inquiry, he having already adjudicated upon the case to my prejudice on the Bench. Sir J. Ward replied that he would make inquiries as to removing the report, but your petitioner is in a position to believe that he made no such inquiry, and the document became bound up in the blue-book as a stain upon myself and family.

40. That your petitioner submits that the Chief Justice either knew or he did not know that there was no power in the Commission to inquire into the Mokau land-dealings. If he did not know there can be no plea for such ignorance, inasmuch as the so-called inquiry appears to have been directed solely against myself irrespective of power or truth. If he did know and produced the report of the nature I allege it to be, which undoubtedly he did, so much the worse for public morality; and with the deepest humility I would urge upon Parliament to at once grapple with this ugly feature, and that injustice to the entire community as well as to this humble petitioner.

41. That your petitioner would inform your honourable House that during the last session of the last Parliament in 1911 a Committee of the House, holding special inquiry into the Mokau transaction—neither for nor against the interests or dealings of your petitioner—rejected this Stout-Palmer report from its deliberations upon the ground that it was an illegal production—a noxious weed—whereas at the same session the Government referred to it as the basis, as stated by Sir J. Carroll in Parliament, for the State interference in deeming the Mokau titles to be void or voidable, and thereupon issuing the notorious Order in Council to allow of the freehold passing. The Commission recommended for me in 1908 was refused, and this illegal Commission, set up unknown to me, made use of to my detriment.

42. That in April, 1910, your petitioner received a cable from London offering to build a harbour at Mokau upon the Government plans, and work the minerals upon the property. Upon

this cable Sir Joseph Ward agreed with me verbally, in the presence of Treadwell, to purchase the freehold of the entire estate from the Natives, which was obtainable at £15,000, and grant me extended leasehold terms of the minerals in consideration of the harbour being constructed and an area of surface land for my family, leaving to the Government some 46,500 acres freehold upon which to place settlers. The alleged holder of the lease was to be compensated under section 375 of the Native Land Act. The Hon. J. Carroll agreed likewise, and the whole transaction could have been settled without further trouble or cost, but a few days later the Hon. Mr. Carroll informed Mr. Hine, M.P., Mr. Treadwell, and myself that the proposal had been rejected by Cabinet, and would not be carried out; that the case would be sent to a Royal Commission. I asked Mr. Carroll whether Dr. Findlay was at the Cabinet meeting, and he replied that he was. That on the 22nd of that month, April, 1910, your petitioner asked Sir Joseph Ward as to the reason why he could not obtain the inquiry recommended by the Council Committee in 1908. He replied that the Government must have overloked the matter. Mr. Treadwell, who was present, interjected that Dr. Findlay had informed him at the time that the Government would not set up any inquiry. Sir Joseph replied, "That is not my view—I never said so. I promised Mr. Jones the inquiry—there is no reason why he should not have it." That it was put forward in 1910 by Sir J. Ward in the House, and by Dr. Findlay in the Council, and before the A to L Committee of the House in 1910, that the recent decision of the Court of Appeal in the Ohinemuri case prevented the Government setting up inquiry into the Mokau case, and that the solicitor acting for me, Treadwell, agreed that no such inquiry could be set up. That these are not the facts as I understand them, which are that the Ohinemuri case was not on all-fours with the Mokau case, as the Government was not concerned in that case, whereas my complaint, amongst other things, in the petition to the House of Representatives in 1910 was that the Attorney-General, Dr. Findlay, ignored the recommendation of the Council Committee in 1908 and blocked the inquiry, and put forward to my solicitor certain terms on behalf of a client of his business firm as the only alternative to the inquiry. Therefore the Government was concerned in the matter through the Attorney-General, who, as I allege, had acted improperly. That I informed my solicitor, Treadwell, at the time that I did not agree with him nor with the Solicitor-General who had given the opinion that no inquiry could be set up. That, further, as a fact, the inquiry was refused by the Attorney-General in October, 1908, and the Ohinemuri decision was not given until April, 1909: therefore it is difficult to believe that the Government was influenced by that decision in refusing the inquiry some seven months before it had been given.

43. That in 1910 your petitioner petitioned the House of Representatives for inquiry into the premises, and the A to L Committee recommended the Government to assist in bringing about an amicable understanding between the parties with a view of settling the land; and that, in view of the fact that the petitioner believed that his original lease from the Natives to be legally sound, and taking into consideration the treatment meted out to him by solicitors in England whereby he lost his legal interest in the estate, the Committee recommends that in any such mutual understanding the petitioner's claims to equitable consideration should be clearly defined. That the Government gave no effect whatever to this recommendation, but treated it with the same indifference as it treated the recommendation of 1908.

44. That the Committee had no other evidence than contained in the Stout-Palmer report by which to arrive at the conclusion that the leases were not valid, and the finding in paragraph 3 of the report, that your petitioner had no legal standing before that Commission, and therefore not required as a witness, appears to support the attitude of the Commission that it was justified in producing in an official report a number of statements that were untrue and misleading, and not ascertaining and publishing the facts which were available. That there are other misgivings in this A to L Committee report that your petitioner submits should be inquired into.

45. That the Government, instead of acting on the recommendation referred to in the two last preceding paragraphs, set the same at defiance and issued the Order in Council as hereinbefore stated, and gave every facility, through the Land Court and otherwise, for the speculators to acquire the freehold of the property.

46. That the issuing of the Order in Council was studiously kept secret from the honourable member, Mr. Okey, who was at the time in communication with the Prime Minister under the pledge made in the House that as soon as the Cabinet had decided upon any mode of dealing with the property honourable members should be informed thereof. That on the 27th January, 1911, Mr. Okey attended upon the Prime Minister at New Plymouth, but Sir Joseph Ward never informed him that Cabinet had decided on the 5th December previous to issue the Order in Council. That in February Mr. Okey wrote to the Premier on the subject. A reply appears to have been written by the private secretary on the 6th March, three days after the Premier had sailed for England, stating that the Acting-Premier would attend to the matter. This letter, which should have reached Mr. Okey on the 7th March at New Plymouth, was carefully retained in Wellington until the 16th, reaching Mr. Okey on the 17th. Meantime the Acting Prime Minister, Mr. Carroll, had, on the 15th, obtained the signature of His Excellency to the said Order in Council. It appears to have been considered safe to post the letter to Mr. Okey after the Governor had signed the Order.

47. That with regard to the treatment of your petitioner in this particular circumstance, it should be stated that on the 8th December, 1910, I saw the Premier in the outer lobby of the House, when he expressed regret to me that he had been so busy during the session and could give no consideration to my matter, but that if I would come to Wellington after his return from Rotorua, where he was then going, he would arrange the business for me on similar basis, as I understood, to that of a previous arrangement in which Treadwell was in treaty with him. He never mentioned a word to me in respect to the Order in Council, much less that he had assented to the issuing of it three days previously. I spoke also to the Hon. Mr. Carroll about this time, but he too kept the matter of the Order in Council secret. Upon seeing by the papers in January,

1911, that the Premier had returned from Rotorua to Wellington, I came down from Mokau, but had much difficulty in seeing the Premier. When I did see him I placed a letter in his hand informing him, amongst other things, that I would prefer he would not make appointments for me to come to Wellington and then not to see me. I requested him, as per previous arrangement, to purchase the land from the Natives and then deal with me. He said he could not do so, as Mr. Salmond had so advised him. I requested him to set up the inquiry recommended in 1908. He replied that Mr. Salmond had advised him there was no power to do so, and that Dr. Findlay agreed with the Solicitor-General. I informed the Prime Minister of my belief that he was wrongly advised. I requested him to get the opinion of some counsel outside the Government. He replied that he would not do so. Sir Joseph Ward did not mention to me that he had consented to the Order in Council being issued.

48. That your petitioner considers it necessary to say that Sir J. Ward gives the blank denial in the House of Representatives to my statement that he had informed me he would arrange the business for me or consider my rights to the leases upon his return from Rotorua if I would come down and see him. (*Hansard*, 1911, pp. 1232–33.) But I maintain what I then stated to Mr. Wright, M.P., as stated in *Hansard*, and will leave it to others to judge between us. I may say that I should have come specially to Wellington for the purpose had he not so advised me.

49. That with respect to the large sums of money spoken of as liabilities on this property your petitioner would state that he has received only a comparatively small sum personally, and that the amounts have mainly been created by exorbitant charges and illegal claims put up by the solicitor, Flower, his accomplice Travers, and those associated in the transaction. That a more recent instance is the Flower-Travers combination effecting a mortgage through the dummy purchaser, Herrman Lewis, to one Thomas George Macarthy, for the sum of £25,271 8s. 2d., the said Macarthy never having loaned a shilling on or in connection with the property, nor having any unsatisfied claim on any person in connection therewith. Another item of the liability is the sum of £1,000 said to be advanced by the ex-Attorney-General's firm of Findlay and Dalziell in order to pay themselves to carry on the law proceedings on behalf of Herrman Lewis. Mr. Dalziell states in the papers, or in evidence, that it is the etiquette of the profession in this country to advance money for such purposes.

50. That certain questions and comments put forward by Mr. Justice Parker in dealing with the case in London, as to Flower's connection with the property and its value, and the passing of the estate at merely the amount of the mortgage, under such circumstances were fully justified by the subsequent fact that some £40,000 over and above the claim and cost of freehold has been netted already in merely changing hands without any development or even examination of the property. That the New Zealand law was dwelt upon by the other side before Justice Parker, who replied that he knew the New Zealand law, and that it was never intended to destroy equity, or prevent trial of action, as was pressed for by the other side.

51. That, with further reference to the Stout-Palmer Commission, your petitioner would ask attention to the fact that Mr. Jennings, formerly M.P., who for some sessions had most unfairly attacked my claim in the House, and the only honourable member who did so, completely in effect admitted and repented of his error in the House on the 27th October, 1911, when he stated, "Again, there was Mr. Joshua Jones to be satisfied; and let me say here in connection with that gentleman and to my judgment he has been to some extent placed in a most awkward position, that he had a most exaggerated idea of the value of the land. He said he could get £150,000 for it, but I do think, in the face of what has been stated by Mr. Dalziell, that he had obtained the opinion of three King's Counsel in the Dominion, Mr. Bell, Mr. Hosking, and Mr. Skerrett, to the effect that if the judgment given by Chief Justice Stout and Mr. Judge Palmer had been submitted to legal scrutiny he (Mr. Jones) would not have lost some of his property. Mr. Jones is entitled to some consideration."

52. That with respect to another portion of the block, comprising some 2,000 acres, not included in the litigation, but secured to my negotiation by special statutes, your petitioner would say that these statutes became repealed in May, 1907, while I was in England. That upon my return Mr. Jennings, M.P., and myself brought the fact before Sir J. Ward, who said there had evidently been a mistake made in repealing private statutes before their purpose had been fulfilled, and he would remedy the matter that session, 1908, by a short Act or special provision in some general Act, but he did not do so. In 1909 I spoke to him about it. He replied that he regretted the oversight, but would certainly remedy it that session. He, however, did nothing in the matter. I wrote to the Native Minister and to the President of the Maori Land Board asking to be informed of any intended dealings with this piece of land, but no attention was paid to my representations. In February, 1912, I spoke to Sir James Carroll on the matter. He said he would look into the case, and that was all the satisfaction I received. I have heard that the land has in part or in whole been bought in fee-simple.

53. That Dr. Findlay, apparently in view of justifying his actions in connection with the Mokau lands in the interest of his firm of Findlay and Dalziell and the client Herrman Lewis, made statements in the Legislative Council on the 21st August, 1908, and the 17th August, 1910, and before the A to L Committee of the House in 1910, that were prejudicial, misleading, and untrue, and did further produce the solicitor Treadwell, who had acted for me in the case before the A to L Committee, 1910, to state what both he and Treadwell knew to be misleading and prejudicial to the inquiry. That particularly the statement of Dr. Findlay in the Legislative Council on the 17th August, 1910, that he supported a motion in the Cabinet for inquiry into the Mokau case, should be strictly investigated—my allegation being that the statement is only half the truth, and the facts concealed.

That your petitioner doth humbly pray that your honourable House may be pleased to direct inquiry into the subject-matter of his petition, and grant such relief that in its wisdom may seem meet. And your humble petitioner, as in duty bound, will ever pray.

Wellington, 20th September, 1912. JOSHUA JONES.

REPORTS.

INTERIM REPORT.

THE above-named Committee, to whom was referred the petition of Mr. Joshua Jones, has the honour to report as follows:—

1. That the meetings of the Committee be open to the Press.
2. That the Government provide fees for counsel for Mr. Jones.
3. That the Government should be represented by counsel.

2nd October, 1912. JOHN RIGG, Chairman.

REPORT.

The Joint Committee to whom was referred the petition of Joshua Jones, of Mokau, with an order to report in regard thereto whether the petitioner has suffered loss of any right conferred upon him by statute or under the provisions of any deed or deeds of lease by reason of any amendment of the statute law of New Zealand, or of any matter or thing done or omitted by the Government of New Zealand, have the honour to report that they have considered the said petition and taken evidence thereon. They find—

1. That in or about the year 1877 the petitioner rendered valuable service to the Government of the colony in assisting to bring about negotiations with the Natives of the King-country and the establishment of permanent peace.

2. That in consideration of the services so rendered by the petitioner he was assured by the Government of its support in negotiating for the lease of a large block of land on the south bank of the Mokau River.

3. That the petitioner's transactions with the Natives in acquiring a lease of the said land were those of a straightforward and honourable man.

4. That the rent agreed to be paid to the Natives under the said lease was a fair rent for the land at that time.

5. That the petitioner encountered difficulties in completing his leasehold title owing to the passing of the Native Land Alienation Restriction Act, 1884; but these difficulties were removed by the Special Powers and Contracts Act, 1885.

6. That the Native Land Administration Act, 1886, being held to apply to the petitioner's dealings, difficulties again arose in the completion of the said leasehold title.

7. That in consequence of the difficulties mentioned in the last preceeding paragraph the petitioner approached the then Government, and a Royal Commission was set up in the year 1888 to inquire into the petitioner's position, and the said Royal Commission reported on the 20th day of August, 1888 "That (*inter alia*) the said Joshua Jones has undoubtedly suffered serious loss and injury through inability to make good his title, but we are unable to form any pecuniary estimate thereof."

8. That pursuant to the said report the petitioner approached Parliament claiming compensation and other relief.

9. That in 1888 the Mokau-Mohakatino Act, 1888, was passed, removing the difficulties standing in the way of the completion of the petitioner's leasehold title, and the petitioner thereupon informed the then Government that, being satisfied with the said Act, he would abandon any claim for compensation for loss and injury suffered by him up to that date.

10. That the petitioner proceeded to England in 1892 for the purpose of raising capital to work the minerals in the said leasehold property, and there engaged the services of one Wickham Flower as his solicitor.

11. That prior to the petitioner leaving New Zealand he had given a mortgage over the said property, and, being unable to comply with the terms of the said mortgage, the property was put up for sale by auction by the mortgagee at New Plymouth on the 8th day of April, 1893, and bought in by the said Wickham Flower for £7,652.

12. That the petitioner believed that the said Wickham Flower was buying in the said property as his agent; but the said Wickham Flower claimed to have bought the property for himself absolutely.

13. That the conduct of the said Wickham Flower was investigated by the Incorporated Law Society of England, by the Divisional Court and by the Full Court (England), and he was held to have been guilty of misfeasance, and that the effect of these descisions was that the said Wickham Flower was held to be the sole trustee of the petitioner.

14. That in 1904 the petitioner brought an action in the King's Bench against Flower and others, for slander of title, and on or about the 27th day of July, 1904, a compromise was made by which, *inter alia*, it was agreed that the defendants were to surrender all claims to ownership of the property to the petitioner on payment to them by him within two years of the sum of £17,000, or failing such payment in giving to them a mortgage for that sum registrable under the Land Transfer Act.

15. That the said Wickham Flower died in September, 1904.

16. That the petitioner was unable to pay the said sum of £17,000 within the specified time, and an extension of six months was granted in consideration of an extra £500 being added to the £17,000, the petitioner giving security by way of mortgage for the total sum of £17,500.

17. That owing, it is alleged by the petitioner, to damaging reports about the property having been circulated by Flower's executors since the date of the compromise, the 27th day of July, 1904, the petitioner was unsuccessful in finding the necessary capital to comply with the terms of the said mortgage, and the mortgagees caused the property to be put up for sale at New Plymouth, on the 10th day of August, 1907, and, there being no bidding by the public at the sale, the mortgagees became the purchasers thereof.

18. That prior to the said sale the executors of the said Wickham Flower had caused the said leases to be registered under the Land Transfer Act.

19. That in the year 1907, and prior to the sale of the said leases under the said mortgage, the petitioner had commenced an action in the Chancery Division of the High Court of Justice in England claiming for redemption of the said mortgage and for accounts.

20. That on or about the 1st day of November, 1907, the executors of the said Wickham Flower moved to have the said action stayed on the ground that it was frivolous, but the said motion was unsuccessful.

21. That notwithstanding the fate of the said motion the petitioner, being advised that the English Courts had no jurisdiction to deal with the matter, allowed the said action to be dismissed for want of prosecution, and proceeded to New Zealand for the purpose of bringing his action in the Supreme Court of New Zealand.

22. That just prior to the petitioner's arrival in New Zealand Messrs. Stafford and Treadwell, the solicitors acting for the petitioner, believing that one Herrman Lewis was negotiating for the purchase of the said leases from the executors of the said Wickham Flower, gave to the said Herrman Lewis notice in writing of the claims of the petitioner to the said leases, but the said Herrman Lewis, nevertheless, became the purchaser of the said leases from the said executors.

23. That the petitioner arrived in New Zealand in February, 1908, and, in order to protect his interests pending the institution of his action, he caused a caveat to be lodged against dealings with the Mokau-Mohakatino Block.

24. That in July, 1908, the petitioner made application to the Supreme Court for an order extending the said caveat, the grounds of the said application being,—

(*a.*) That the executors of the said Wickham Flower derived title through the said Wickham Flower, and that the said leases had been purchased by the said Wickham Flower as trustee for the petitioner.

(*b.*) That the transfer of the said leases by the said executors to the said Herrman Lewis was not made in good faith, but was made to embarrass the petitioner and to defeat his claim to the said leases, and that the said Herrman Lewis had prior to the said transfer full notice of the said claim.

(*c.*) That the title to the lands affected by the said transfer was not properly registrable under the Land Transfer Act.

(*d.*) That the King's Bench Division of the High Court of Justice in England had no jurisdiction to make the decree of the 27th day of July, 1904, pursuant to which the mortgage from the petitioner to the executors had been executed.

(*e.*) Upon the further grounds appearing in an affidavit of the petitioner sworn on the 29th day of June, 1908.

25. That on the 4th day of July, 1908, His Honour Mr. Justice Edwards made an order extending the said caveat until further order of the Court, and reserving leave to any person interested to apply to discharge the said order.

26. That the executors of the said Wickham Flower thereupon applied to the Supreme Court to discharge the said order of the 4th day of July, 1908, in order to allow of the registration of a transfer from the said executors to the said Herrman Lewis, and the said application came before the Full Bench of the Supreme Court, consisting of His Honour the Chief Justice and their Honours Mr. Justice Williams, Mr. Justice Edwards, Mr. Justice Cooper, and Mr. Justice Chapman.

27. That the petitioner appeared by counsel to oppose the said application to discharge the order of the 4th day of July, 1908.

28. That on the 20th day of July, 1908, the Full Bench of the Supreme Court discharged the said order of the 4th day of July, 1908, on the ground that the only effect of extending the said caveat would be to encourage fruitless, frivolous, and unjustifiable litigation, and that the caveator could not possibly establish any interest in the land affected by the caveat.

29. That the judgments delivered by their Honours the Judges who heard the said application are reported in Vol. xi, "Gazette Law Reports," page 30 *et sequitur*.

30. That the said judgments were unanimous, and were based upon the following grounds:—

(*a.*) That section 3 of the Mokau-Mohakatino Act, 1888, contemplates that the title to the Mokau-Mohakatino Block should be registered under the Land Transfer Act, and the said title was therefore properly registered thereunder.

(*b.*) That all disputes between the petitioner and the said Wickham Flower were finally settled by the compromise of the action for slander of title brought by the petitioner in England against Flower and others, which compromise was embodied in an order of the King's Bench Division of the High Court of Justice, dated the 27th day of July, 1904.

(*c.*) That the King's Bench Division of the High Court of Justice had jurisdiction to hear the said action for slander of title since the words complained of as conveying the slander were spoken in England.

(*d.*) That even had the said King's Bench Division not had jurisdiction to hear the said action, the compromise of the said action would nevertheless be binding upon the petitioner,

(*e.*) That by the arrangement come to between the petitioner and the executors of the said Wickham Flower in December, 1906, with reference to an extension of time for registration of documents, the petitioner estopped himself from complaining of any matter which occurred prior to that date.

(*f.*) That there was no suggestion of any impropriety on the part of the said Wickham Flower or his executors subsequently to the compromise of the 27th day of July, 1904.

31. That an affidavit sworn by the petitioner on the 16th day of July, 1908, was before the Court on the hearing of the said application, which affidavit alleges that a certain report defamatory of the coal in the Mokau-Mohakatino Block had been published to certain people by the said Wickham Flower prior to the year 1896, and that the fact of the said report being in circulation had hampered the petitioner in his dealings with the said leases both before and after the said compromise of the 27th day of July, 1904; but the said affidavit did not allege that the said report had been again published by the said Wickham Flower or his executors subsequently to the said compromise.

32. That the effect of the decision of the full Bench of the Supreme Court was to deprive the petitioner of such protection as the said caveat might afford him pending any action which he might institute against the executors of the said Wickham Flower.

33. That in May, 1911, the petitioner issued a writ in New Zealand against the said Herrman Lewis and the executors of the said Wickham Flower, claiming that the said leases should be ordered to be transferred to the petitioner on payment by him to the executors of the said Wickham Flower of all sums found to be due by him to such executors in respect of principal, interest, and costs under the mortgage given by the petitioner pursuant to the said compromise of the 27th day of July, 1904.

34. That as the executors of the said Wickham Flower named in the said writ resided outside the jurisdiction of the Supreme Court of New Zealand it became necessary for the petitioner to apply, and he did apply, to the said Supreme Court for leave to serve the said writ upon the said executors in England.

35. That on the said application being made, His Honour the Chief Justice refused leave to serve the said writ upon the defendants in England.

36. That His Honour the Chief Justice granted leave to the petitioner to appeal against his said refusal, but the petitioner has not the means to prosecute such appeal.

37. That in the statement of claim attached to the writ issued in May, 1911, there appears the allegation that the defamatory report mentioned in paragraph 31 hereof was circulated by the executors of the said Wickham Flower subsequently to the month of December, 1906.

38. That the petitioner now alleges that it was a term of the compromise of the 27th day of July, 1904, that the said defamatory report which had theretofore been circulated should never thereafter be circulated by the said Wickham Flower, but no such term appears in the order of the Court of the said 27th day of July, 1904, embodying the said compromise, nor was such term alleged by the petitioner in any of the Court proceedings hereinbefore mentioned, although it was alleged in the statement of claim attached to the writ issued in 1911 that the circulation of the said report was an unconscionable act.

39. That in 1908, after the judgment of the Full Bench of the Supreme Court of New Zealand, the petitioner petitioned the Legislative Council for inquiry into certain alleged grievances and relief, and the Public Petitions Committee of the Legislative Council reported recommending the Government "to refer the case to a Royal Commission or other competent tribunal for inquiry into its merits, and that pending the investigation by that body steps should be taken at once to prevent further dealings with the land in question." This report was ordered to lie upon the table.

40. That the Government did not carry out the recommendations of the Committee, and the evidence of Sir Joseph Ward, Bart., then Prime Minister, is to the effect that the said report was considered by the Government, and that the Government found themselves unable to give effect to the recommendations of the Committee.

41. That in the year 1909 a Commission was appointed under the hand of His Excellency the Governor to inquire and report as to (*inter alia*) "What areas of Native land there are which are unoccupied, or not profitably occupied, the owners thereof, and, if in your opinion necessary, the nature of such owners' titles, and the interests affecting the same."

42. That His Honour the Chief Justice, Sir Robert Stout, and Judge Jackson Palmer, of the Native Land Court, were appointed Commissioners, and Sir Robert Stout was appointed Chairman of the said Commission.

43. That on the 4th day of March, 1909, the said Commissioners forwarded to His Excellency the Governor an interim report on the Mokau-Mohakatino Block, in which they reported adversely as to the claims of the petitioner in regard to the block.

44. That this inquiry was held without the knowledge of the petitioner, and therefore he did not have an opportunity to appear and give or produce evidence on his behalf.

45. That in 1910 the petitioner petitioned the House of Representatives for permission to present himself at the bar of the House for examination and production of papers, or other relief.

46. That the said petition was referred to the Public Petitions Committee A to L, who reported (*inter alia*) "That according to the evidence submitted to the Committee the petitioner does not appear to have any legal interest in the estate, and therefore the Committee cannot recommend that he be heard before the bar of the House. That in order to settle a long-standing dispute in connection with the Mokau-Mohakatino Block, the Government be recommended to assist in bringing about an amicable understanding between the parties concerned, with a view of settling the land. That in view of the fact that the petitioner believed his original leases from the Natives to be legally sound, and taking into consideration the treatment meted out to him by solicitors in England whereby he lost his legal interest in the estate, the Committee recommends that in such mutual understanding the

petitioner's claim to equitable consideration should be clearly defined." This report was ordered to lie upon the table.

47. That the Government did not carry out the recommendation of the Committee, A to L, and the evidence of Sir Joseph Ward, Bart., then Prime Minister, is to the effect that the said report was considered by the Government, and that the Government found themselves unable to give effect to the recommendations of the Committee.

48. That early in January, 1910, Mr. R. A. Paterson, Native Land Purchase Officer, out of his own imprest, made an advance to Anaru Eketone, and obtained the approval of the Hon. Sir James Carroll to the payment, and that it was arranged that if this purchase of the Mokau-Mohakatino Block was not completed a refund of the amount advanced to Anaru Eketone would be made out of the latter's interest in the Moerangi Block.

49. That in pursuance of section 203 of the Native Land Act, 1909, which enacted that the Governor may, by Order in Council in any case in which he deems it expedient in the public interest so to do, authorize the acquisition, alienation, or disposition of Native land, or of any interest therein, notwithstanding any of the provisions of Part XII (relating to limitation of area) of the aforementioned Act, an Order in Council was passed on the 15th day of March, 1911, authorizing the acquisition, alienation, or disposition of 53,285 acres of the Mokau-Mohakatino Block, which area included all the land comprised in the leases bought by the said Herrman Lewis from the executors of the said Wickham Flower and claimed by the petitioner.

50. That the said order was not published in the *New Zealand Gazette* until the 30th day of March, 1911.

51. That during the interval between the 15th day of March and the 30th day of March—namely, on the 22nd day of March—the said Herrman Lewis purchased the fee-simple of the said 53,285 acres of the Mokau-Mohakatino Block, and the said purchase was immediately afterwards approved by the Maori Land Board.

52. That from the time of his arrival in New Zealand in the year 1908 up to the present year the petitioner was, as a result of the recommendations of the Committees hereinbefore referred to, and as a result of frequent interviews in person and by his solicitor with Sir Joseph Ward, Bart., Sir James Carroll, and Sir John Findlay, rightly or wrongly under the impression that the then Government were disposed to assist him in righting what he believed to be his grievances, and that impression has caused the petitioner to go to much trouble, inconvenience, and expense.

53. That clause 17 of the Special Powers and Contracts Act, 1885, and the Mokau-Mohakatino Act, 1888, were repealed by the Statutes Repeal Act, 1907, during the absence of the petitioner from the colony and without his knowledge and consent.

54. That by these repeals the petitioner has been deprived of a pre-emptive right to acquire a lease or leases of some 1,500 to 2,000 acres of the Mokau lands not included in that portion of the land which has been the subject of litigation.

55. Your Committee is of opinion—

(1.) That on the passing of the Mokau-Mohakatino Act, 1888, a settlement was effected of all claims (if any) which the petitioner may have had against the Government of New Zealand in respect of anything done or omitted to be done by the said Government up to that date.

(2.) That the only loss of right which the petitioner has suffered by reason of any amendment of the statute-law of New Zealand is the loss of a pre-emptive right to lease some 1,500 to 2,000 acres in the Mokau-Mohakatino Block, which said right was lost to the petitioner by reason of the repeal of the Special Powers and Contracts Act, 1885, and the Mokau-Mohakatino Act, 1888, by the Statutes Repeal Act, 1907.

(3.) That anything done, or omitted to be done, by the General Government of New Zealand which may have had the effect of enabling the executors of Wickham Flower to dispose of the leases previously held by the petitioner can only have prejudiced the petitioner if it is assumed that the petitioner could ultimately have succeeded in an action against the said executors for the recovery of the said leases.

(4.) That since your Committee is of opinion that the petitioner had, prior to anything being so done or omitted, lost all legal claim to the said leases, your Committee does not consider that the petitioner has been prejudiced by anything so done or omitted.

56. Your Committee recommends that a sum of £3,000 (and that the Government take into its consideration the advisability of lodging any such sum with the Public Trustee in trust for the use and benefit of the petitioner, his wife and family) be paid to the petitioner in compensation for the loss of right mentioned in subparagraph (1) of the last preceding paragraph, and as an *ex gratia* payment in consideration of the fact that by reason of the matters hereinbefore set out the petitioner has not in fact received the reward which it was originally intended that he should receive in return for the very considerable services rendered by him in bringing about peace with the Maoris in the King-country. Your Committee recommend that if the said payment is made to the petitioner, such payment should be made subject to the express provision that it is in full satisfaction of all and every claim (if any) which the petitioner may have against the General Government of New Zealand.

Your Committee does not recommend that a request made by the petitioner to the Committee—namely, that Parliament should give him a right of action by special statute—be granted, for the reason that the petitioner has not yet exhausted his legal remedies.

1st November, 1912. JOHN RIGG, Chairman.

MINUTES OF PROCEEDINGS.

FRIDAY, THE 27TH DAY OF SEPTEMBER, 1912

THE Committee met at 10.30 a.m., pursuant to notice.

Present: Mr. Anderson, Mr. Craigie, Mr. Dickie, Mr. Mander, Mr. Statham.

Order of reference: The order of reference was read by the clerk.

Resolved, on the motion of Mr. Anderson, seconded by Mr. Craigie, That Mr. Mander be Chairman of this Committee.

Resolved, on the motion of Mr. Statham, That the Chairman arrange with the Chairman of the Upper House as to the date of the next meeting.

Resolved, on the motion of the Chairman, That ten sets of the petition be typed.

The meeting then adjourned.

WEDNESDAY, THE 2ND DAY OF OCTOBER, 1912.

The Committee met at 10.45 a.m., pursuant to notice.

Present: Mr. Mander (Chairman), Mr. Anderson, Mr. Dickie, Mr. Statham.

The minutes of the previous meeting were read and confirmed.

The Committee then retired to meet the Committee of the Legislative Council.

JOINT COMMITTEE.

WEDNESDAY, THE 2ND DAY OF OCTOBER, 1912.

The Joint Committee met at 10.45 a.m., pursuant to notice.

Present: Mr. Anderson, Hon. Mr. Anstey, Mr. Dickie, Hon. Mr. George, Hon. Mr. Luke, Mr. Mander, Hon. Mr. Paul, Hon. Mr. Rigg, Mr. Statham.

The order of reference was read by the clerk.

Resolved, on the motion of Mr. Mander, That Hon. Mr. Rigg be elected Chairman of this Committee.

Mr. Joshua Jones was called in, and handed in a letter, which was read by the Chairman.

Mr. Jones stated that he only required one witness, Mr. Joseph Edward Dalton, Native Interpreter, of Tauranga, to be summoned.

Resolved, on the motion of Mr. Mander, That the meetings of this Committee be open to the Press.

Resolved, That all the witnesses be examined on oath.

Moved by the Hon. Mr. Paul, That the Government be requested to provide fees for counsel for Mr. Jones.

On the motion being put, the Committee divided, and the names were taken down as follows:—

Ayes, 5: Hon. Mr. Anstey, Hon. Mr. George, Mr. Mander, Hon. Mr. Paul, Mr. Statham.

Noes, 4: Mr. Anderson, Mr. Dickie, Hon. Mr. Luke, Hon. Mr. Rigg.

It was therefore resolved in the affirmative.

Resolved, on the motion of the Hon. Mr. Luke, That the Government be represented by counsel.

Resolved, on the motion of the Hon. Mr. Paul, That Mr. Dalton be summoned to attend the meeting of the Committee.

Resolved, That this Committee expresses its appreciation of the services rendered by the extra clerks (Messrs. Tomlinson and Stevens) in providing, at short notice, typewritten copies of the petition for the use of members of the Committee, and that a copy of this resolution be transmitted to the said clerks.

Resolved, That the date of the next meeting be left to the Chairman to decide.

TUESDAY, THE 8TH DAY OF OCTOBER, 1912.

The Joint Committee met, pursuant to notice, at 10.30 a.m.

Present: Hon. Mr. Rigg (Chairman), Mr. Anderson, Hon. Mr. Anstey, Mr. Bell, Mr. Craigie, Hon. Mr. George, Hon. Mr. Luke, Mr. Mander, Hon. Mr. Paul, Mr. Statham, Hon. Captain Tucker.

The minutes of the previous meeting were read and confirmed.

Order of reference: The order of reference of the House of Representatives adding the names of Messrs. McCallum and Bell was read by the clerk.

The order of reference of the Legislative Council adding the names of the Hon. Mr. Loughnan and the Hon. Captain Tucker to the Committee was read by the clerk.

The clerk read the following resolution of the Legislative Council: "That the first recommendation contained in the interim report of the Joint Committee on the Joshua Jones claims, brought up this day, be agreed to—viz., (1.) That the meetings of the Committee be open to the Press." (Extract from the Journals of the Legislative Council, Wednesday, the 2nd day of October, 1912.)

An apology from Mr. McCallum for his absence was read by the clerk.

Application for counsel: A letter from Mr. Joshua Jones was read by the clerk (Exhibit No. 1).

Resolved, on the motion of Mr. Bell, That no further recommendation be made to the House in reference to counsel for Mr. Jones.

Mr. Joshua Jones, the petitioner, was sworn, and gave evidence.

The following exhibits were handed in: Preliminary statement (Exhibit A); map of Mokau district (No. 1) (Exhibit B); book, "Special Powers and Contracts: *Gazette* Proclamations, Mokau-Mohakatina Block" (Exhibits C and D); letter from Mr. Carrington to Mr. Jones (Exhibit E); letter from Mr. Sheehan to Mr. Jones (Exhibit F); report of Royal Commission (Exhibit G); *Hansard* report in reference to Sir Frederick Whitaker (Exhibit H); lease (Exhibit I); copy of London *Truth* (Exhibit J); statement of claims (Exhibit K).

Resolved, on the motion of the Chairman, That the meeting do now adjourn until 10.30 a.m. to-morrow, 9th instant.

The Committee adjourned accordingly.

WEDNESDAY, THE 9TH DAY OF OCTOBER, 1912.

The Joint Committee met, pursuant to notice, at 10.30 a.m.

Present: Hon. Mr. Rigg (Chairman), Mr. Anderson, Hon. Mr. Anstey, Mr. Bell, Hon. Mr. George, Hon. Mr. Louisson, Hon. Mr. Luke, Mr. Mander, Mr. McCallum, Hon. Mr. Paul, Mr. Statham, Hon. Captain Tucker.

The minutes of the previous meeting were read and confirmed.

Order of reference: The order of reference of the Legislative Council, "That the name of the Hon. Mr. Loughnan be discharged from this Committee and that the name of the Hon. Mr. Louisson be added in lieu thereof," was read by the clerk.

Resolved, That Mr. Dalton be summoned to give evidence on Tuesday, the 15th instant.

Mr. Joshua Jones was then called upon to continue his evidence, and he handed in the following exhibits: London *Truth*, 23rd June, 1898 (Exhibit L); *Westminster Review*, May, 1909 (Exhibit M); letter from West Australian Mining Company, dated 23rd September, 1895 (Exhibit N); letter from Robert Doyle, dated 14th January, 1909 (Exhibit O); prospectus, New Zealand Coal Corporation (Limited), (Exhibit P); "Native Land and Native Land Tenure" (Exhibit Q); petitions to A to L Report Committee (Exhibit R); cutting from paper dated 25th October, 1909 (Exhibit S); Committee report, page 232 (Exhibit T); notes written by Mr. Jones—copy of cable, 1907 (Exhibit U); report, page 152, 1911 (Exhibit V); defence, Jones *v.* Lefroy and Others, 1907 (Exhibit W); newspaper reports, cuttings (Exhibit X).

Resolved, on the motion of the Chairman, That the meeting do now adjourn until 10.30 a.m. to-morrow, 10th instant.

The Committee adjourned accordingly.

THURSDAY, THE 10TH DAY OF OCTOBER, 1912.

The Joint Committee met, pursuant to notice, at 10.30 a.m.

Present: Hon. Mr. Rigg (Chairman), Mr. Anderson, Hon. Mr. Anstey, Mr. Bell, Hon. Mr. George, Hon. Mr. Louisson, Hon. Mr. Luke, Mr. Mander, Mr. McCallum, Hon. Mr. Paul, Mr. Statham, Hon. Captain Tucker.

The minutes of the previous meeting were read and confirmed.

Mr. Joshua Jones was then called upon to continue his evidence, and he read various statements, and handed in the following exhibits: Letter, Stafford and Treadwell (Exhibit Y); *Gazette* notice, dated 8th October, 1885 (Exhibit Z); paper cuttings in reference to statement, 17th August, 1910 (Exhibit AA); paper cuttings from *New Zealand Times*, 13th June, 1901 (Exhibit BB); paper cuttings from *Evening Post*, 28th January, 1899 (Exhibit CC); letter and extracts, *New Zealand Herald* and *Taranaki Herald*, 1906 (Exhibit DD); extract from *New Zealand Times*, 18th August, 1910 (Exhibit EE); *Hansard* report, page 598 (Exhibit FF); *Hansard* report, page 646 (Exhibit GG).

Mr. Joshua Jones asked the Chairman to adjourn this meeting, which was done accordingly.

The meeting was adjourned until 10.30 a.m. to-morrow, 11th instant.

FRIDAY, THE 11TH DAY OF OCTOBER, 1912.

The Joint Committee met, pursuant to notice, at 10.30 a.m.

Present: Hon. Mr. Rigg (Chairman), Mr. Anderson, Hon. Mr. Anstey, Mr. Bell, Mr. Craigie, Hon. Mr. George, Hon. Mr. Louisson, Hon. Mr. Luke, Mr. Mander, Mr. McCallum, Hon. Mr. Paul, Mr. Statham, Hon. Captain Tucker.

The minutes of previous meeting were read and confirmed as amended.

Mr. Thomas William Fisher, Under-Secretary for the Native Department, was called in and produced the original document asked for, and also read a further document relating to the same.

Mr. Joshua Jones was then called upon to continue his evidence, and he handed in the following exhibits: *Hansard* report, pages 597, 598, 599, 600, 1910 (Exhibit HH); letter of Jenkins, 15th January, 1909 (Exhibit II); Court order by Justice Parker, 1st November, 1907 (Exhibit JJ); cutting from paper, 20th September, 1902 (Exhibit KK); letter from Treadwell to Sir J. G. Ward, 22nd June, 1910 (Exhibit LL); paper cutting, *Dominion*, 26th October, 1910 (Exhibit MM).

At the request of the Chairman, the Hon. Mr. George took the chair during his temporary absence.

Extract, newspaper, *New Zealand Times*, 2nd June, 1911, and extract, newspaper, *New Zealand Truth*, 3rd June, 1911 (Exhibit NN); Jones's letter to Sir J. G. Ward, 15th November, 1909 (Exhibit OO); paper laid by leave on table of House of Mokau-Mohakatino Block (Exhibit PP); letter from Stafford and Treadwell to H. Lewis, dated 10th January, 1908 (Exhibit QQ); official document, Travers, 12th December, 1894 (Exhibit RR); letter from Jones to the Premier, 11th November, 1908 (Exhibit SS); letter from Mr. Okey to Sir J. G. Ward, 5th July, 1910 (Exhibit TT); questions and answers on Order Paper, House of Representatives, 27th July, 1910 (Exhibit UU).

Resolved, on the motion of the Chairman, That the meeting do now adjourn until 10.30 a.m. on Tuesday, the 15th day of October, 1912.

The Committee adjourned accordingly.

TUESDAY, THE 15TH DAY OF OCTOBER, 1912.

The Joint Committee met, pursuant to notice, at 10.30 a.m.

Present: Hon. Mr. Rigg (Chairman), Mr. Anderson, Hon. Mr. Anstey, Mr. Bell, Mr. Dickie, Hon. Mr. George, Hon. Mr. Luke, Mr. Mander, Hon. Mr. Paul, Mr. Statham, Hon. Captain Tucker.

The minutes of the previous meeting were read and confirmed.

The clerk also read a copy of the telegram sent to Mr. Dalton.

Mr. Joshua Jones was then called upon to continue his evidence, and he handed in the following exhibits: *Hansard* report, page 391 (map No. 2), (Exhibit VV); Native Land Alienation Restriction, 1884 (Exhibit WW); *Hansard* report, page 279, August, 1908 (Exhibit XX); London *Truth* extract, 7th June, 1911, page 1466 (Exhibit YY); newspaper extracts, reports, 24th April, 1901 (Exhibit ZZ); extract from *Truth*, 7th November, 1901 (Exhibit AAA); letter of H. D. Bell to *New Zealand Times*, 21st July, 1911 (Exhibit BBB); letters from Mr. Travers, 26th January, 1893 (Exhibit CCC).

The Hon. Mr. George examined Mr. Joshua Jones.

Resolved, on the motion of the Hon. Mr. Paul, That the time allowed the Joshua Jones Claims Committee in which to bring up its report be extended by ten days.

WEDNESDAY, THE 16TH DAY OF OCTOBER, 1912.

The Joint Committee met, pursuant to notice, at 10.30 a.m.

Present: Hon. Mr. Rigg (Chairman), Mr. Anderson, Hon. Mr. Anstey, Mr. Bell, Mr. Dickie, Hon. Mr. George, Hon. Mr. Louisson, Mr. McCallum, Hon. Mr. Paul, Mr. Statham, Hon. Captain Tucker.

The minutes of the previous meeting were read and confirmed.

The order of reference of the House of Representatives, "That ten days' extension of time be granted the Joshua Jones Claims Committee within which to bring up its report," was read by the clerk.

The clerk also read a copy of telegram received from Mr. Dalton.

Mr. Joshua Jones asked permission to hand in further exhibits as follows: Order, Jones *v.* Flower and others, High Court (Exhibit DDD); correspondence *re* purchase 2nd August, 1894 (Exhibit EEE); extract, Auckland weekly, and letters, 4th March, 1909 (Exhibit FFF); letter, H. Okey from Jones, 28th June, 1910 (Exhibit GGG); Order in Council, 1911 (Exhibit HHH); Press Association cable, stay of action refused (Exhibit III); question by Mr. Okey in House of Representatives and reply thereto (Exhibit JJJ); memorandum to Native owners (Exhibit KKK).

Mr. Bell then examined Mr. Jones.

Hon. Mr. Paul also examined Mr. Jones.

Mr. McCallum also examined Mr. Jones.

Mr. Jones handed in further exhibits, viz.: *Hansard* report, No. 41, 11th to 15th November, 1910 (Exhibit LLL); opinion, Mr. Jellicoe (Exhibit MMM); statement of claim (Exhibit NNN).

Resolved, on the motion of the Chairman, That the meeting do now adjourn until 10.30 a.m. to-morrow.

The Committee adjourned accordingly.

THURSDAY, THE 17TH DAY OF OCTOBER, 1912.

The Joint Committee met, pursuant to notice, at 10.30 a.m.

Present: Hon. Mr. Rigg (Chairman), Mr. Anderson, Hon. Mr. Anstey, Mr. Bell, Mr. Dickie, Hon. Mr. George, Hon. Mr. Louisson, Hon. Mr. Luke, Mr. McCallum, Mr. Statham.

The minutes of the previous meeting were read and confirmed.

Mr. Joshua Jones asked permision to read a report, which was granted by the Chairman.

Mr. McCallum continued his examination of Mr. Jones.

Mr. Joshua Jones handed in an exhibit, petition to the Legislative Council, 17th September, 1908 (Exhibit OOO).

Mr. McCallum concluded his examination of Mr. Joshua Jones.

Mr. Anderson then examined Mr. Jones.

Mr. Statham then examined Mr. Jones.

Resolved, on the motion of the Chairman, That the meeting do now adjourn until 10.30 a.m. to-morrow.

FRIDAY, THE 18TH DAY OF OCTOBER, 1912.

The Joint Committee met, pursuant to notice, at 10.30 a.m.

Present: Hon. Mr. Rigg (Chairman), Mr. Anderson, Hon. Mr. Anstey, Mr. Bell, Mr. Dickie, Hon. Mr. George, Mr. McCallum, Mr. Statham.

The minutes of the previous meeting were read and confirmed.

Mr. Statham then continued his examination of Mr. Jones.

Hon. Mr. Anstey then examined Mr. Jones.

The Chairman (Hon. Mr. Rigg) then examined Mr. Jones. This concluded the examination of Mr. Jones.

Mr. Jones handed in an exhibit, letter memorandum, 18th October, 1912 (Exhibit PPP).

Resolved, on the motion of the Chairman, That the following witnesses be summoned to appear on Tuesday, the 22nd instant: Hon. Mr. Massey, Hon. Mr. Herries, Mr. Treadwell (solicitor), also Mr. Sturtevant, District Land Registrar, New Plymouth.

The Press representatives having retired, the Committee went into camera.

Resolved, That the following witnesses be summoned: Right Hon. Sir J. G. Ward, Sir J. Carroll, Sir J. Findlay.

Resolved, That Mr. J. Jones be permitted to examine these witnesses.

The meeting now adjourned until Tuesday, the 22nd instant.

TUESDAY, THE 22ND DAY OF OCTOBER, 1912.

The Joint Committee met, pursuant to notice, at 10.30 a.m.

Present: Hon. Mr. Rigg (Chairman), Mr. Anderson, Hon. Mr. Anstey, Mr. Bell, Mr. Dickie, Hon. Mr. George, Hon. Mr. Luke, Mr. Mander, Mr. McCallum, Hon. Mr. Paul, Mr. Statham.

The minutes of the previous meeting were read and confirmed.

Mr. Charles Herbert Treadwell, solicitor, was then called upon to give evidence.

Mr. Statham then examined Mr. Treadwell.

Mr. Bell then resumed the examination of Mr. Treadwell. Mr. Treadwell then read various documents.

Mr. Statham then continued his examination of Mr. Treadwell.

Hon. Mr. Anstey then questioned Mr. Treadwell.

The Chairman (Hon. Mr. Rigg) asked Mr. Treadwell various questions *re* letters of Stafford and Treadwell.

Mr. Jones questioned Mr. Treadwell; he also handed in exhibit, letter, Attorney-General Dr. Findlay to Treadwell (Exhibit QQQ); also exhibit, extracts, *Evening Post*, 29th September, 1911 (Exhibit RRR).

Mr. Treadwell then retired.

Mr. Arthur Vicker Sturtevant, District Land Registrar, New Plymouth, appeared as summoned, and produced the documents called for.

Resolved, That Sir J. G. Ward and Sir James Carroll be summoned as witnesses.

Resolved, on the motion of the Chairman, That the meeting do now adjourn until 10.30 a.m. to-morrow.

WEDNESDAY, THE 23RD DAY OF OCTOBER, 1912.

The Joint Committee met, pursuant to notice, at 10.30 a.m.

Present: Hon. Mr. Rigg (Chairman), Mr. Anderson, Hon. Mr. Anstey, Mr. Bell, Hon. Mr. George, Hon. Mr. Luke, Hon. Mr. Louisson, Mr. Mander, Mr. McCallum, Hon. Mr. Paul, Mr. Statham.

The minutes of the previous meeting were read and confirmed.

The clerk read a letter from Mr. Joshua Jones to the Chairman; also read a wire from Mr. Dalton, of Gisborne. The clerk also read a letter of apology from Sir J. G. Ward for his absence.

Resolved, on the motion of the Chairman, to send a wire to Mr. R. C. Hughes, solicitor, New Plymouth, to obtain certain information; also that a letter be sent to Mr. Justice Edwards in reference to the same.

The Hon. Mr. W. F. Massey, Prime Minister, was called to give evidence, and was examined by Mr. J. Jones. This concluded the Premier's evidence.

Mr. Jones was re-examined by Mr. Bell.

The Hon. Mr. Herries, Native Minister, was sworn and gave evidence, and was questioned by the following members of the Committee: Mr. Statham, Hon. Mr. Paul, Hon. Mr. Luke, Hon. Mr. Anstey, Mr. McCallum, also the petitioner, Mr. Jones. The Hon. Mr. Herries then retired.

Mr. Jones then read passages from his evidence, which were corrected.

Resolved, on the motion of the Chairman, That this meeting do now adjourn until to-morrow.

THURSDAY, THE 24TH DAY OF OCTOBER, 1912.

The Joint Committee met, pursuant to notice, at 10.30 a.m.

Present: Hon. Mr. Rigg (Chairman), Hon. Mr. Anstey, Mr. Bell, Mr. Dickie, Hon. Mr. George, Hon. Mr. Luke, Hon. Mr Louisson, Mr. Mander, Mr. McCallum, Hon. Mr. Paul, Mr. Statham, Hon. Captain Tucker.

The minutes of the previous meeting were read and confirmed.

The clerk read copies of a telegram and a letter sent to Mr. R. C. Hughes, solicitor, New Plymouth, and Mr. Justice Edwards respectively.

Resolved, on the motion of the Chairman, That the time allowed the Joshua Jones Claims Committee in which to bring up its report be extended by seven days.

The Press representatives having retired, the Committee went into camera.

Resolved, on the motion of the Hon. Mr. George, That the Chairman, Mr. Bell, Mr. Statham, and the Hon. Mr. Paul be formed into a sub-committee to draft a report, to be submitted to the Committee on Tuesday, the 29th, at 11 o'clock.

The Committee then adjourned until 5.30 p.m.

The meeting resumed at the hour appointed.

The Right Hon. Sir J. G. Ward was then sworn and gave evidence, and the following members questioned him: Mr. McCallum, Hon. Mr. Anstey, Hon. Mr. Luke, Hon. Captain Tucker, and also Mr. Joshua Jones, the petitioner.

Resolved, That this meeting do now adjourn till 12 noon to-morrow.

FRIDAY, THE 25TH DAY OF OCTOBER, 1912.

The Joint Committee met, pursuant to notice, at 12 o'clock noon.

Present: Hon. Mr. Rigg (Chairman), Mr. Anderson, Hon. Mr. Anstey, Mr. Bell, Mr. Dickie, Hon. Mr. George, Mr. McCallum, Hon. Mr. Paul, Mr. Statham.

The minutes of the previous meeting were read and confirmed.

The order of reference of the Legislative Council, "That the time for bringing up the final report of the Joshua Jones Claims Committee be further extended seven days."

The order of reference of the House of Representatives, "That seven days within which to bring up its report of Joshua Jones Claims Committee" be granted.

The clerk read a copy of document of Mr. Justice Edwards *re* a caveat.

Mr. Joshua Jones then continued his examination of the Right Hon. Sir J. G. Ward.

The Right Hon. Sir J. G. Ward was then examined by the following members of the Committee: Mr. Bell and Mr. Statham. Mr. Bell then requestioned Sir Joseph Ward; Mr. Jones also requestioned Sir Joseph Ward.

Resolved, That this meeting do now adjourn until 5.30 this afternoon.

The meeting resumed at 5.30.

The clerk was instructed to obtain the original telegram written by Mr. Treadwell, signed by Sir J. Carroll, and sent to Sir J. G. Ward at Invercargill.

Mr. Joseph Edwin Dalton, Licensed Interpreter, was sworn, and gave evidence.

Mr. Jones examined Mr. Dalton, and handed in Exhibit SSS

Mr. Dalton was examined by the following members of the Committee: Mr. Statham, Mr. McCallum, and the Chairman.

The Committee adjourned until Tuesday, 29th October.

SUB-COMMITTEE.

TUESDAY, THE 29TH DAY OF OCTOBER, 1912.

The Committee met at 10 o'clock, pursuant to notice.

Present: Hon. Mr. Rigg (Chairman), Mr. Bell, Hon. Mr. Paul, Mr. Statham.

The Committee then proceeded to consider the evidence and to draft their report.

The hour being 11 a.m., the Committee then adjourned until 10 a.m. to-morrow.

JOINT COMMITTEE.

TUESDAY, THE 29TH DAY OF OCTOBER, 1912.

The Joint Committee met, pursuant to notice, at 11 o'clock.

Present: Hon. Mr. Rigg (Chairman), Mr. Anderson, Hon. Mr. Anstey, Mr. Bell, Hon. Mr. George, Hon. Mr. Luke, Mr. Mander, Mr. McCallum, Hon. Mr. Paul, Mr. Statham.

The minutes of the previous meeting were read and confirmed.

The clerk read a letter from Mr. Hughes, solicitor, of New Plymouth.

The clerk read a summary of Mr. Joshua Jones's claims.

Resolved, That the sub-committee be granted an extra two days' extension of time to draft out their report.

Resolved, That this Committee do now adjourn until Thursday, the 31st October, 1912, at 11 a.m.

SUB-COMMITTEE.

WEDNESDAY, THE 30TH DAY OF OCTOBER, 1912.

The Committee met at 10 o'clock, pursuant to notice.

Present: Hon. Mr. Rigg (Chairman), Mr. Bell, Hon. Mr. Paul, Mr. Statham.

The minutes of the previous meeting were read and confirmed.

The sub-committee then proceeded to consider the evidence and to draft their report.

At 1.30 o'clock it was resolved, That this meeting do now adjourn until 5 o'clock this afternoon.

The sub-committee resumed their sitting at 5 o'clock, and at 6.50 o'clock it was resolved, That this meeting do now adjourn until 11 o'clock to-night.

The sub-committee resumed their sitting at 11 o'clock, and the members of the Committee continued drafting their report.

The Chairman was instructed to write to Mr. T. W. Fisher in reference to information (if any) of a deposit having been paid by the Government to the Natives for the purchase of Mokau-Mohakatino Block.

Resolved, That the Chairman have authority to confirm the minutes of this meeting.

The sub-committee adjourned at 4 o'clock a.m. on Thursday, the 31st October, 1912.

JOINT COMMITTEE.

THURSDAY, THE 31ST DAY OF OCTOBER, 1912.

The Joint Committee met, pursuant to notice, at 11 o'clock a.m.

Present: Hon. Mr. Rigg (Chairman), Mr. Anderson, Hon. Mr. Anstey, Mr. Bell, Mr. Dickie, Hon. Mr. George, Hon. Mr. Luke, Mr. McCallum, Hon. Mr. Paul, Mr. Statham.

The minutes of the previous meeting were read and confirmed.

The clerk read the letter sent to Mr. T. W. Fisher, Under-Secretary Native Affairs, also the reply from him.

The Chairman brought up and read the draft report of the sub-committee.

Paragraph No. 4 (opinions of the Committee) considered: "That since your Committee is of opinion that the petitioner has not yet exhausted his legal remedies, they cannot determine whether or not the petitioner has been prejudiced by anything so done or omitted to be done by the Government."

Mr. Bell proposed to strike out all the words after the word "petitioner" where it first occurs, with a view of inserting other words.

The Committee divided on the question, "That the words proposed to be struck out stand part of the paragraph," and the names were taken down as follows:—

Ayes, 3: Hon. Mr. Anstey, Hon. Mr. Rigg, Mr. Statham.

Noes, 6: Mr. Bell, Mr. Dickie, Hon. Mr. George, Hon. Mr. Luke, Mr. McCallum, Hon. Mr. Paul.

It was therefore resolved in the negative.

The following words were then inserted in lieu thereof: "had prior to anything so done or omitted lost all legal claim to the said leases, your Committee does not consider that the petitioner has been prejudiced by anything so done or omitted."

Paragraph 3 considered: Mr. Bell proposed to strike out the word "may," for the purpose of inserting the words "can only."

The Committee divided on the question, and the names were taken down as follows:—

Ayes, 6: Mr. Bell, Mr. Dickie, Hon. Mr. George, Hon. Mr. Luke, Mr. McCallum, Hon. Mr. Paul.

Noes, 3: Hon. Mr. Anstey, Hon. Mr. Rigg, Mr. Statham.

So it passed in the affirmative.

Word "may" struck out and the words "can only" inserted.

After the words "Your Committee recommend the sum of £3,000," Mr. Anderson proposed to insert the following words: "or any equivalent by way of annuity."

And the question being put, That the words proposed to be inserted be so inserted, the Committee divided, and the names were taken down as follows:—

Ayes, 2: Mr. Anderson, Hon. Mr. Anstey.

Noes, 8: Mr. Bell, Mr. Dickie, Hon. Mr. George, Hon. Mr. Luke, Mr. McCallum, Hon. Mr. Paul, Hon. Mr. Rigg, Mr. Statham.

So it was resolved in the negative.

Proposed by Mr. Statham, after "£3,000," to insert the following words, "and that the Government take into consideration the advisability of lodging any such sum with the Public Trustee, in trust, for the use and benefit of the petitioner, his wife, and family."

And the question being put, the Committee divided, and the names were taken down as follows:—

Ayes, 5: Mr. Anderson, Hon. Mr. Anstey, Hon. Mr. Luke, Hon. Mr. Rigg, Mr. Statham.

Noes, 5: Mr. Bell, Mr. Dickie, Hon. Mr. George, Mr. McCallum, Hon. Mr. Paul.

The Chairman gave his casting-vote with the "Ayes."

So it passed in the affirmative.

Proposed by Mr. McCallum, to strike out "£3,000."

And the question being put, That the words proposed to be omitted stand part of the paragraph, the Committee divided, and the names were taken down as follows:—

Ayes, 9: Mr. Anderson, Hon. Mr. Anstey, Mr. Bell, Mr. Dickie, Hon. Mr. George, Hon. Mr. Luke, Hon. Mr. Paul, Hon. Mr. Rigg, Mr. Statham.

Noes, 1: Mr. McCallum.

It was therefore passed in the affirmative.

In the final paragraph of the report it was proposed by Mr. Anderson to strike out the words "for the reason that the petitioner has not exhausted his legal remedies."

And the question being put, That the words proposed to be omitted stand part of the question, the Committee divided, and the names were taken down as follows:—

Ayes, 9: Hon. Mr. Anstey, Mr. Bell, Mr. Dickie, Hon. Mr. George, Hon. Mr. Luke, Mr. McCallum, Hon. Mr. Paul, Hon. Mr. Rigg, Mr. Statham.

Noes, 1: Mr. Anderson.

So it was passed in the affirmative.

The draft report as amended was agreed to; and ordered to be reported to both Houses of Parliament.

Resolved, on the motion of the Hon. Mr. Luke, That the same sub-committee decide upon the exhibits to be attached to the report.

The Chairman was authorized to confirm the minutes of the meeting.

Resolved, That a vote of thanks to the Chairman be recorded in the minutes.

Resolved also, That a hearty vote of thanks to the sub-committee be recorded upon the minutes.

Resolved, That this Committee do now adjourn *sine die*.

LIST OF WITNESSES.

LIST OF EXHIBITS.

MINUTES OF EVIDENCE.

TUESDAY, 8TH OCTOBER, 1912.

JOSHUA JONES sworn and examined. (No. 1.)

Witness: Shortly, I will inform the Committee what I want, and then I shall ask the Committee to recommend—(1.) A special Act of Parliament, empowering the trial of action, upon the grounds that the English Court, with full knowledge of the New Zealand law, made an order, on the 1st November, 1907, for the trial to be heard, on the merits, but doubted the jurisdiction being in England; whereas the New Zealand Court of five Judges, on the 20th July, 1908, on precisely the same evidence as was before the English Court, except that of the dummy transfer of the property to Herrman Lewis, which was not material to the issue, threw the case out on the merits, and would not allow the action to be tried, nor give leave to appeal to the Privy Council. And also, on the 1st June, 1911, the Court (Stout, C.J.) refused leave, upon the question of jurisdiction, to enter the action here, but gave leave to appeal to the Privy Council, which leave the petitioner has not the means to prosecute. Petitioner states that the executors of Flower's estate, who he alleges were trustees of his interests, obtained what title they possessed in New Zealand, and he has been advised that his right of action lies where the property is situated. (2.) That the Government may arrange to take over the property from those in possession and then arrange to compensate the petitioner, either in land and minerals, as had been agreed in 1910, or in money value. (3.) That, as the present holders of the property only paid for the surface land and at surface valuation, and did not pay for the minerals, although the same are included in the Crown grant, the minerals should be valued either in fee or by royalties and the values paid to the petitioner or to the State, as may be arranged. Such values to extend over other lands held by the same parties on the north bank, Mokau River. (4.) That the petitioner's private statutes of 1885–1888, improperly repealed in 1907, be re-enacted as though they had not been repealed, and all dealings with the other portions of the land consequent upon such repeal be rendered void, or else compensation paid to petitioner. (Note: The late Premier, Sir Joseph Ward, promised in 1908 and 1909 to have these statutes re-enacted, but he did not do so.) (5.) That the Stout-Palmer Report of 1909 upon these lands be removed from the blue-books. This report has, upon the advice of leading counsel, been held by a parliamentary Committee of 1911 to be an illegal production. (Note: The Premier, Sir Joseph Ward, was warned of the illegality of this report in 1909, before it became bound up in the blue-books, and requested to remove it from the table of the House, but he did not do so.) (6.) Scope of the order of reference to be enlarged so as to include the actions of Flower, his executors, and those holding or claiming from them. I do not think it would be prudent to delay the Committee by going back to the years 1875–76. A Committee was set up in 1885 to go into this matter, and Parliament gave me a statute then to remedy certain things that had been done by the restriction Act. The statute is called the Special Powers and Contracts Act, 1885—section 17, first column, and section 17, second column. The restriction Act of 1883 prevented my operations. After the Act of 1885 was passed another statute appeared, and I came down to Parliament again, when Parliament kindly gave me statute No. 7, a local and personal Act, of 1888. The are both private statutes; but while I was in England in 1907 these statutes were repealed. I afterwards went to Sir Joseph Ward in company with Mr. Jennings, when Sir Joseph Ward said it was a mistake to repeal these statutes—that there was no power to repeal private statutes. Sir Joseph said, "I will have them re-enacted for you," but he did not do so. I suppose he was too busy at the time to do so. I asked him again in 1909, when he said, "I forgot to do it last session—I will do it this session"; but it was not done. The fact of these statutes being repealed gave great powers to those in possession of the property now to carry on their transactions. Further, there are some portions of the land not in this dispute. [Areas pointed out on map put in.] There is No. 2 Block, 1,525 acres, and another bit which altogether is a couple of thousand acres. That land is not in this difficulty at all. The repeal of these statutes has allowed other people to come in and grab this land. I drew the attention of the Prime Minister and Sir James Carroll to it. Sir James Carroll this year (1912) said he could afford me a remedy by calling the attention of the Land Board to it, but he did not do it.

1. *The Chairman.*] Is that Native land?—Yes. Every bit of this area in the map is in the Proclamation. Section 17 in the second column, schedule of the Special Powers and Contracts Act, 1885, says the Governor "may, 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 springs at Totoro, on the Mokau River, due south to the Mohakatino River, shall 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 shall 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 is or may be validly made for the said longer term." [Exhibits C and D.] With regard to these boundaries, I would ask the Committee to understand that in 1888 the King Natives—the Maniapoto Tribe—were met by Sir George Grey and Mr. John Sheehan. Wetere was the head chief of the Maniapoto, and was the man always looked upon as the man of the tribe. He said he wanted to get this piece of land for Jones; "he has paid the cost to the Native Land Court; we have plenty of lands all round, and my people would like to give that to him." Mr. Sheehan

was there. He said, "It would not be prudent, Jones; you have a fifty-six years' lease; do not take the land from the Natives." I said, "I do not want the land." I merely say that to show these boundaries to the Committee. The boundaries have never been disputed by any one. [Boundaries pointed out.] There was a decision by Chief Judge Macdonald. He advised the Natives that it was illegal to sign a lease, forgetting the fact that a special statute is a statute of itself which deals with one particular thing. It was laid down by Sir Frederick Whitaker that the Chief Judge had made a mistake, and it was necessary to pass this Act. This is called "An Act to grant certain Concessions to Mr. Joshua Jones in regard to the Mokau-Mohakatino Block." I ask permission to read the last clause. Clause 7: "Nothing in the Native Land Administration Act, 1886, or any other Act, shall be deemed to have repealed or affected the rights, powers, and privileges conferred, or intended to be conferred, upon the said Joshua Jones by the Special Powers and Contracts Act, 1885, and the same shall remain in full force and effect." [Exhibit C.] In connection with these boundaries, when these Natives came in to see Sir George Grey, there has never been any trouble with the King-country since. It was just about the time of the Kopua meeting in 1878, and the Government later gave me a letter stating that in consideration of my services in opening up this country they would not interfere with me in acquiring these lands, but limited me to these boundaries.

2. *Hon. Mr. George.*] Have you got that letter?—The original letter is in Messrs. Stafford and Treadwell's office in Wellington, but I have a copy here. It is signed by John Sheehan, Native Minister. Sir George Grey said, "Now, Sheehan, you write Jones a letter, as the Natives have requested." The letter is in the handwriting of W. T. Lewis, signed by Mr. Sheehan. But I will read first a letter from Mr. Fred. A. Carrington, late Superintendent of Taranaki, sent to the Chairman of the Public Petitions Committee, Wellington, 1885: "*Re* Mr. Joshua Jones and Mokau: I beg leave to state that in January, 1876, when I was Superintendent of the Province of Taranaki, Mr. Joshua Jones called upon me with the desire that I would aid him in opening the Mokau country for the purpose of developing its mineral and pastoral resources. I thereupon entered into a conversation with him on that subject, and pointed out, as clearly as I could, the difficulties which at that time barred my interfering in the Mokau question. Having done so, I remarked to him that I considered the opening of the Mokau district, in a quiet and peaceful way, would be one of the greatest boons which could be conferred on this part of New Zealand; that I should be delighted to hear of its being done, as, I have no doubt, would the General Government also. Mr. Jones told me then that he thought he saw his way to attain this much-desired object, when I further remarked, 'If you do you will be deserving of the consideration and thanks of all who really desire the well-being of the Natives and the prosperity of this part of the colony.'—FRED. A. CARRINGTON, late Superintendent of Taranaki. —New Plymouth, 19th May, 1885." [Exhibit E.] This next letter is just about the time of the abolition of the provinces. It is a correct copy, but I will undertake to produce the original, which, as I said, is in Wellington: "Auckland, 29th April, 1879.—Sir,—I have the honour to acknowledge the receipt of your letter of the 26th instant on the subject of the arrangement made by you with the Natives for the lease of a block of land at Mokau, and to inform you in reply that, in accordance with the promise already made to you, the Government will not interfere with yourself and partner in the acquiring of a lease of the block of land on the south side Mokau River, now under negotiation by you. This approval only extends to a leasehold transaction, and must not be deemed to cover a larger area than that already mentioned in previous correspondence. This concession is made in recognition of the many important services rendered by you and your partner in aiding in the opening-up of the Mokau River for settlement, and inducing the Natives to allow and encourage European settlers amongst them. All assistance which the Government can lawfully render will be given to you in respect of survey and investigation of title.—I have, &c., JOHN SHEEHAN. Joshua Jones, Esq., Victoria Hotel, Auckland." [Exhibit F.] In 1888, in consequence of reports being made that Mr. Jones had been doing wrong, Sir Harry Atkinson said he would have the matter investigated, and a Royal Commission was set up, consisting of Judge G. B. Davy, J. M. Roberts, and Hamuera Mahapuku, and in their report they laid very great stress on Mr. Sheehan's letter promising me assistance. They say, "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." The report is too long to read, but I will put it in. [Exhibit G.] They say, "The said Joshua Jones had undoubtedly sustained serious loss and injury through inability to make good his title; but we are unable to form any pecuniary estimate thereof." Upon this document a private and personal Act of 1888 was passed. They said I had suffered great loss and injury, and there is no doubt I did. Sir Harry Atkinson said to me, "Look here, Jones, you had better put in a claim." I replied, knowing him as I did, "Look here, Major, you have given me this statute. It has run me into a couple of thousand pounds; but as you have been good enough to give me this statute I will not ask the colony for a penny." This shows how Judge Macdonald, through misdirection, stopped me from perfecting my title in 1887. There was a claim for £2,000 put in by me, but when they gave me the Bill I waived the claim. This is what Sir Frederick Whitaker said, as reported in *Hansard* of the 30th August, 1888, page 527: He said he thought there had been misdirection on the part of Judge Macdonald as to the effect of the Special Powers and Contracts Act. "No doubt that was a general mis-

apprehension—it was one very prevalent at that time—that the Act was to shut up every dealing with purely Native land; and it did do so, no doubt, subject, at least, to one exception. But there was a principle involved, which appealed to him when he came to look into the matter, to govern this. In consequence of being asked to see Mr. Jones, with his solicitor Mr. Gully, he had to consider the matter, and it appeared to him that the misapprehension was upon a very simple rule of law, which was that where an Act of Parliament had dealt with one particular special case, making arrangements with regard to it, any law subsequently passed in general terms relating to the whole country did not repeal that Act unless it was specially repealed by the general Act." They kept Parliament sitting a day longer than had been intended in order to get the Bill passed, and as I thought the Government was acting kindly towards me I did not put in any claim. I will put in Sir Frederick Whitaker's opinion. [Exhibit H.] Upon the strength of that statute I felt secure, but after it was passed there was a dispute with some of my Natives unknown to the head chief, who was away at the time. In 1882 I obtained a lease from the Natives. That lease contained working conditions in the formation of a company, and an annual expenditure for working the minerals of £3,000 upon half the block. I had to form a company of £30,000. I did that. I went over to Adelaide, where I had lived most of my life, and some people came over with me bringing a draft; but instead of £30,000 they brought £40,000. They were going to work the coal. But in every Native settlement there is a pakeha-Maori ready to put the Natives up to mischief. They were put up to pull down my fences and throw the coal into the river. The people I brought from Australia I think saw Mr. John Bryce and went back. They said they could not embark their capital here, and away they went.

3. *Hon. Mr. Anstey.*] What date was that?—1887. The groundwork of the lease was in 1882.

4. What date was this dispute with the Natives?—It must have been about 1884 or 1885.

5. Before you went to Adelaide or afterwards?—When I came back and the people came with me.

6. In 1885?—Yes. After this the head chief came to me and said, "We don't want any misunderstanding with you. My people have done this without the consent of the head chiefs. Instead of a company will you give us an annual rental for the whole block?" Wetere and Apia were there, and Apia was a very clever man. I said, "I would rather work the property for minerals, but I shall have a difficulty, because they have gone back and will not put their money into it." I said to Apia, "I will give you £125 per annum for the front half and £100 for the eastern side." That was to be instead of the company. [Position pointed out on the map.] That was £225. It was exactly double—£450—for the last half of the lease—and to hold them free from rates and taxes for the whole term of the lease. Everybody, Natives and all, thought they were very good terms.

7. Did you complete that negotiation in 1887?—Yes. Here is the Maori writing, dated 1st March, 1887. It is addressed to Judge Wilson: "The money for Mr. Jones's lease, Mangapohue to Heads, is £125. The old negotiations have been abandoned. Do you insert this in your document, and reply so that I may know. Ended. From Wetere Te Rerenga." The gentleman who interpreted the deed came down this morning, but has gone away. [Exhibit I put in.] Judge Wilson was a very austere man, and he said if we were to get £250, with no rates and taxes, he thought the terms were very fair.

8. *Mr. Bell.*] There were no rates and taxes then, were there?—The lease goes on for fifty-six years, and we thought there would be rates and taxes afterwards. The Maoris thought the property might slide away, and they have never paid rates and taxes, and have been getting their rentals. It took me a couple of years after the passing of this statute to get these leases back. [Places pointed out on the map.] After the passing of the Act I went over to New South Wales, as I knew some people there in the coal line. But at that time there was a great dearth of capital there and in New Zealand, and a great number of banks in Australia went smash.

9. When was that?—1892, and it went into 1893. I saw some relations there, who said I would do nothing, and I went to England, landing in London on the 17th January, 1893. Particulars of the property in 1890 and 1892 had been sent Home to London by a solicitor named Travers, practising in Wellington. I got to London afterwards. He recommended the property to a firm of London solicitors named Flower and Nussey, and said it was worth from £70,000 to £80,000, if not more. It is necessary to mention this now, in consequence of subsequent events; that when I landed in London I went straight to the office of Messrs. Flower and Nussey, at No. 1 Great Winchester Street. I landed on a Saturday, and on Sunday I saw Sir Julius Vogel. I asked him if he could do anything about the matter, and he said he could do nothing. I saw the senior partner of the firm, Mr. Wickham Flower, who said, "We know all about the property, and have every confidence in Mr. Travers. Here are his letters, and here are the plans of the property." I said, "Yes, those are the plans, and this is my handwriting." He said, "Who can identify you in London?" and I said, "Sir Westby Perceval." He undertook to finance certain liabilities on the property and to use his best endeavours to form a company. He was to get £1,050 as a bonus for his services. But he did not find the money. He lent me a small amount through a banker named Hopkinson. A man named John Plimmer, who held a mortgage in New Zealand, put the property up for sale on the 8th April, 1893, in default of payment—as they called it—of £7,652. This man, Mr. Flower, would not lend it to me, and Mr. Flower said, "I will buy the property in my name, and I will give you a document under which you can take back the property when we can form a company." The property was put up for sale at New Plymouth, and was knocked down at £7,652. I want to be clear about this money. There was very little of it went into my pocket. There was one item of £500 to John Plimmer for an advance of £2,000. Another item was a hundred guineas to Mr. Quick for recommending Mr. John Plimmer, his own client, to make the advance.

10. *The Chairman.*] Can you tell us how much you got out of this £7,652?—Not half of it.

11. *Hon. Captain Tucker.*] What was the debt of the mortgage?—£7,652. Wickham Flower bought it in his own name.

12. How did you get any money out of it if this was the amount of the mortgage?—It was the money originally advanced. There was a mortgage on the property.

13. The amount of money you originally got was part of the original debt—it was not owing on the sale?—No. But Flower went round and said he bought it for himself while acting as my solicitor, and charging me actual fees for purchasing it and for the cost of cables, &c. I was on the broad of my back. A gentleman in London named Colley said he would lend me some money, and lent me, off and on, perhaps a couple of hundred pounds at a very high rate of interest.

14. *Mr. Statham.*] Have you any bill of costs showing that Flower was acting as your agent?—I will give you something better than that to satisfy you. I have the bill of costs down at Messrs. Stafford and Treadwell's office. When Mr. Flower brought the money to buy the property for himself, Sir Richard Webster was Attorney-General, and he said, "If he is playing that trick with you lay the matter before the Incorporated Law Society." I went to the Incorporated Law Society several times, but they would not hold an inquiry. At last Lord Alverstone made an order that they should hold an inquiry, against their will, and it was a very lengthy one. Sir John Lawson Walton appeared for me before the Committee, and the Committee exonerated Flower. A bill was put in by Flower for over £1,000, but I have not got it here. Lord Alverstone had ceased to be Attorney-General and was then on the Bench. He said to me, "You put in an affidavit that I advised you to appeal," and I did. He set up a Court with two Judges, who decided that Flower was guilty of malpractice.

15. *Hon. Captain Tucker.*] Was not the end of it that Flower was struck off the rolls?—No, he was made to pay the whole of the costs, amounting to some £4,000, by way of a fine. That is what happened. He appealed and wanted to pay the amount as costs, but the Full Court said, "No, you must pay it as a fine." What I am leading up to is what has taken place in this country with regard to the property. The effect of this judgment was to hold Mr. Flower as trustee for me, that he did not buy the property in his own right, but held it for me. That was why he had to pay the costs as a fine. That decision still holds him to be trustee for me to this day.

16. *The Chairman.*] Mr. Bell says you have the bill of costs. Can you produce it for the Committee?—I have a case full of legal documents.

17. *Hon. Mr. Paul.*] Have you any documentary evidence bearing on this question of costs—printed or otherwise—taken at the time of this alleged fraud?—I think I have plenty of documents to show that. The matter was commented on by the London papers at the time.

18. Have you any printed evidence by reputable London papers?—I can produce you a book by a man signing himself "Ignotus." Mr. Wilson has it. There is also the *Westminster Review* and Mr. Labouchere's *Truth*.

19. We cannot very well accept the evidence of Mr. Labouchere or "Ignotus"?—I have *Truth* for the 23rd June, 1898. There are twenty-one columns of it in the first article Mr. Labouchere wrote. I will put it in. [Exhibit J.]

20. *The Chairman.*] With regard to the bill of costs, will you try to produce any evidence as to that?—I will hunt up my papers. What would guide the Committee more in coming to a conclusion is what took place much later with regard to the property. Mr. Flower went to the Court of Appeal—firstly, to the Master in Chambers, and to Judge Lawrence and the Court of Appeal, consisting of three Judges. They upheld the decision of the Divisional Court below, and said some very strong things, and further ordered him to pay the costs by way of a fine. They held him to be guilty—that is the end of it. Consequent upon this conduct of his I was delayed years in dealing with the estate. One agreement I had was of selling the property to an Australian mining company at a stipulated sum, they putting up £20,000 in cash as a deposit, but through this man claiming the property they shied off. A solicitor named Jellicoe came to London and offered on the 10th August, 1894, to pay Flower's claim and everything due to him.

21. *Mr. Mander.*] What date was Flower tried and his case upset?—The Court case ran into 1901. Mr. Jellicoe called upon Flower and remonstrated with him, but Flower said he bought the property for himself. Mr. Jellicoe said, "I will put up £12,000, and whatever is shown to be due to you by an accountant you can take out of it." Here is his letter: "The Langland Bay Hotel, Langland, near Swansea, 10th August, 1894.—*Re* Joshua Jones.—Dear Sir,—There seems to be some misunderstanding on the part of Mr. Jones's advisers as to the position you took up regarding this matter. At the interview I had the pleasure of having with you last week I told Mr. Jones that you denied that he has any interest whatever in the Mokau property, but that, without prejudice, you were willing to reconvey on payment of £30,000, and that it was useless to offer you anything less than that sum, as you had definitely stated you would not accept it. Kindly let me hear whether I am correct in my recollection of the position, and whether you will accept a sum equal to the amount you have actually paid, plus your costs, if I tender it. I have said that I am certain you will waive a tender of the latter sum if Mr. Jones can establish a right to a transfer, as I am prepared to pay a sum not exceeding £12,000 for the property at any moment.—Yours truly, E. G. JELLICOE." Mr. Flower wrote back, "1 Great Winchester Street, London E.C., 13th August, 1894.—*Re* J. Jones.—Dear Sir,—In reply to your letter of the 10th instant, we beg to say that there can be no real misunderstanding on the part of Mr. Jones's advisers as to the position we have taken up if they have read the correspondence, in which the position is clearly explained. Since the sale by auction in New Zealand in April, 1893, Mr. Jones has had no interest whatever in the Mokau property, which was conveyed by his mortgagees, acting under the direction of the Court, to our clients, and so became their absolute property; and all that has happened since then has been that our clients have, at Mr. Jones's request, on

various occasions offered to resell the entire property to him on certain conditions which he has never been able to carry out, and these negotiations came entirely to an end in November last, when our clients entered into an agreement for the disposal of their entire interest in a great bulk of the property to a syndicate formed by Messrs. Scrimgeour. As matters now stand our clients will certainly not accept any such sum as £12,000, which would not nearly cover our clients' outlay and expenses for their interest in the property and the expenses they have incurred. If Mr. Jones or his friends are prepared to offer £30,000 cash down, or half that amount, with ample security for the balance, it is not improbable that we might be able to arrange a sale of the property on these terms; but the matter cannot long remain open, as already arrangements are under consideration for surveying and lotting out the entire property for sale in New Zealand, under the direction of Mr. Travers, of Wellington, and certain parties who are acting there with him, and the completion of this arrangement is not likely to be much longer delayed. Under this arrangement, if carried out, the whole of the surface lands will be disposed of, leaving the question as to the minerals to be dealt with later on.—We are, yours faithfully, FLOWER, NUSSEY AND FELLOWES.—E. G. Jellicoe, Esq., Langland Bay Hotel, near Swansea." That is £30,000 he held it to be worth. It was held by the High Court that he was only entitled to what he paid for it.

22. *Hon. Mr. Anstey.*] In your statement you say it was 1894. In your petition you say it was 1895 that Mr. Jellicoe wrote?—I have made an error in the petition. It was in 1894. At any rate, I had several opportunities of selling this property, but this claim by Flower always cropped up and stopped it. His only claim was for what he paid for it, and he could have got that at any time. Knowing that he was putting in a claim for £30,000, a writ was issued in the King's Bench Division of the High Court between Jones and Flower, Hopkinson, and others. This is the statement of claim, and I would like to put it in, because it shows the numerous instances I had of selling the property, but this man Flower always cropped up and claimed the ownership. This claim gives all the particulars about it. You will see more in that with regard to Flower's conduct than if I were to talk for half an hour. The action came on for slander of title before Mr. Justice Bingham in the Court of King's Bench on the 24th July, 1894. This ended on the third morning of the trial, when they said in Court they would compromise and withdraw if I would consent to give them £17,000 and pay their costs. At this time there was an offer before me to sell the property for £200,000. I took the advice of Sir John Lawson Walton. We believed that we would get a heavy verdict, because there was no real defence, but Hopkinson was bankrupt, Fellowes was only a clerk, and Flower had not much left. I said, "Leave us to treat with him," as I would have done anything to be out of law and get hold of the property. On the 27th July, 1904, terms were arranged under which if I did not pay the £17,000 at the end of two years I was to give a mortgage over the property. I did not pay the money. Unfortunately, these troubles came cropping up again after the compromise even. I gave a mortgage, and there was six months' extension.

23. *Hon. Captain Tucker.*] How could you give a mortgage when the property had been sold?—I will explain that to you. They went through a form of reconveyance to me so as to get a mortgage. It was a trick.

24. The property was back in you again?—Yes. It was their way of carrying out a trick. I did not pay the money, and there was an extension of six months granted by adding another £500 to the mortgage. That is the truth of the whole position. After giving this mortgage I was about to sell the property through Messrs. Doyle and Wright, besides through other sources. Flower died immediately after the compromise of 1904, in September—about two months after the compromise. Then his executors took possession of the estate, Mrs. Lefroy, Lefroy, and Colin Campbell. At the compromise in 1904 I raised three objections to it. One was that Flower had already frequently stopped my sale of the property, and he might do it again; secondly, I refused to give them a title under the Land Transfer Registry Act, because I had a private Act of my own; and I would not take over the tenants because a mortgage cannot create a tenancy—they had no right to put them on the property. The Court held that he bought the property in trust for me as my solicitor, and a mortgagee cannot create a tenancy except by express terms. I put in the Court order that they arranged that they should join in removing the tenants. That was No. 1. No. 2 was that as I was about selling the property it did not matter under what statute I gave them the right to register. Well, I waived that point. No. 3 was, if this report got circulated again and damned my sale, where was I? The jury was kept sitting in the box while this was being arranged. The Judge then invited the counsel for both sides into his room. He said, and it was agreed by counsel, I was right in not taking over the tenants; secondly, he said it did not matter under what Act I gave them the power to register; and, thirdly, that if this report cropped up again preventing me selling the property it would render the contract void and the Court would protect me. Well, they again stopped my sale, and I have had ample evidence to prove it. The people who were buying from me were Messrs. Doyle and Wright, but while they were dealing with me for the property this report cropped up again and it stopped me from selling. In the meantime the executors put the property up for sale in New Plymouth on the 10th August, 1907, and bought it in for themselves.

25. *Mr. Craigie.*] For how much?—The upset price, £14,000.

26. *Mr. Statham.*] Did they sell through the Court here?—Yes.

27. There was no secret about their buying it in themselves?—No, it was an open sale.

28. *Mr. Bell.*] You gave them a mortgage as a result of the Court order, I understand?—That is so, but it was a condition that if they prevented my dealing with the property both that mortgage and the compact made in the Court would be void.

29. You are putting that order in?—Yes. I took counsel's advice on it. Sir John Lawson Walton advised me. I spoke to him about it, and he replied, "Have you proof that they did this again?" I said, "I have." I will put the proof in.

30. *Hon. Mr. Anstey.*] Did you actually give that mortgage for £17,000?—I did, sir.

31. Have you a copy of it?—Not of the mortgage, but I admit it.

32. We want the entering date of that mortgage?—It was about July, 1906, but there was an extension of six months that ran it into about March, 1907.

33. *Mr. Bell.*] For how long was the mortgage?—They sold the property within twelve months of my giving the mortgage.

34. You have not got a draft of the mortgage?—No, sir, I have not. It was during the currency of the mortgage and extension that they put out the bad reports and stopped me from selling. That was the ground on which I stood when I re-entered an action in August, 1907. It came on before Mr. Justice Parker, who said that "for all that he is entitled to his equity and trial."

35. *Hon. Mr. Anstey.*] You have a mortgage for three years, and they sold the property within one year?—It was after the compromise. I do not think there was any limit to the mortgage.

36. *Mr. Craigie.*] There must have been certain conditions attached to that mortgage and you did not comply with them?—I did not pay the money. The point I make is this: During the currency of the mortgage they circulated the bad report to people who were buying the property for £200,000.

37. Supposing they had not put out that report, you do not suggest that they would not have been entitled to sell?—They could have sold.

38. You say that because they put this report about again they broke their compact and everything was off?—The condition of the contract was that if they did these things again they reverted back to the old position and were still my trustees.

39. *Hon. Captain Tucker.*] That was the order of the Court?—It was part of the agreement in the compromise.

40. *Hon. the Chairman.*] This agreement was arrived at in Court by counsel on both sides?—To give a mortgage, yes.

41. Can you produce the mortgage?—No. It is on the register in New Plymouth.

WEDNESDAY, 9TH OCTOBER, 1912.

JOSHUA JONES further examined. (No. 2.)

Witness: Yesterday I undertook to produce the original bill of costs of Messrs. Flower and Nussey. Here is a reference to it that will perhaps satisfy you. The items are not given, but this paper, published in 1898, when the thing was fresh, deals with it. It is written by a man named Vowles in the newspaper *Truth*. Speaking of Messrs. Flower and Nussey's bill of costs, he says, "The bill is in a somewhat unusual form, the individual items not being priced in the ordinary way, but a round sum of £1,000 being stated by way of total on the last page. In this bill of costs there are actually entered items having relation to the sale of the Mokau property on the 8th April. If a purchase was effected purely as an independent speculation on Mr. Flower's part, how comes it that the firm did not charge Mr. Flower with the costs? If, on the other hand, they have debited all the expenses to Jones, how can it be open to the firm to contend that in the matter of the purchase they were not acting as Jones's solicitors?" I will put this in for what it may be worth. But I will get the bill of costs, extending over a long time. [Exhibit L.] I will put in here an article that relates to the matter raised by Mr. Bell on the question of the bill of costs—"The Demoralization of the Law," *Westminster Review* for May, 1909. [Exhibit M.] Here is a document I desire to put in to show that while all this litigation was going on I had an opportunity of selling the property in London. This is an original letter: "The West Australian Mining Company (Limited), 257 Winchester House, Old Broad Street, London E.C., 23rd September, 1895.—Dear Sir,—*Re* Mokau Estate, N.Z., 50,000 acres: Having inspected your plan and reports of this property, we desire to say that we are prepared to consider an offer to purchase your interests in the same provided the amount of purchase-money as stipulated by yourself does not exceed £200,000 in a capital of £500,000, say half in cash and half in shares or debentures, and if the latter at bearing not more than 4 per cent. interest, our company to have a free hand in placing the matter before the public with your best assistance. Out of the £500,000 the sum of £100,000 will be devoted to working capital. You will be good enough to let us know at your earliest convenience whether this suggestion meets your views, and we shall be prepared to consider the business as soon as your position will enable you to get a title to the satisfaction of our solicitor. In the event of a purchase being effected we see no objection to the payment of an instalment of £20,000 in cash as required by you as deposit on the purchase-money.—Yours faithfully, H. J. E. BYRNE, Secretary.—Joshua Jones, Esq., 10 Brownlow Street, Holborn W.C." On the 19th March, 1896, a resolution was adopted by the same company with regard to the property, of which this is a copy: "The Chairman submitted a draft prospectus of Jones's Mokau property, which was considered, and it was resolved that the company should act as promoters of a company to be formed provided the managing director reports satisfactorily on the position of affairs in connection with the same." The reason why I could not give a title at the moment was because Flower was setting up an adverse claim to it, and this claim was not settled, and I lost the sale of the property. [Exhibit N.] In 1908 I was in hopes of getting a public inquiry into this matter, as recommended by a Committee of the Upper Chamber. Anticipating that, I wrote this letter to Messrs. Doyle and Wright, 88 Bishopsgate Within, London E.C. They were my London agents: "25th November, 1908.—Dear Sirs,—In the Dominion of New Zealand Parliament.—The Mokau

lands petition (Joshua Jones), reported upon by Select Committee of the Legislative Council and referred to the Government by the Council on the 9th October, 1908, with a recommendation 'That the matter should be referred to a Royal Commission, and that pending such being held further dealings with the land be prohibited.' As an inquiry will probably be held into this matter as recommended by the Committee, would you do me the favour of answering the following questions for the information of the Commission or other official body that might require the information: (1.) Was or was not the Mokau property placed in your hands in 1906–7 by myself for the purpose of forming it into a company or otherwise disposing of it? (2.) Did you while the property was in your hands see or hear of any report derogatory to the value thereof being circulated in the City of London; if so, what did you hear? (3.) Did you in 1907, while you were dealing with the property, see a letter containing references to or extracts from a report or from sources relating to this property in the hands of a Mr. Seward (if I remember his name correctly) who had relations with your firm in this matter? (4.) Was the substance of such letter, references, or extracts of such a nature as to preclude or damage any sale, or vitiate any sale, if effected? Kindly state any other statement of fact or fair comment that you consider may prove of service to the Royal Commission or other competent authority of inquiry.—Yours faithfully, JOSHUA JONES. Please initial this letter 'Received,' and return it with your reply.—J.J." This is the reply from Messrs. Doyle and Wright: "88 Bishopsgate Within, London E.C., 14th January, 1909.—Joshua Jones, Esq., Mokau, Taranaki, N.Z.—Dear Sir,—I am in receipt of your letter of the 25th November, 1908, which I now return signed for identification. In answer to question 1—Yes. In answer to question 2—Yes. We experienced considerable difficulty in dealing with the property owing to the fact that a report had been circulated that the coal was a lignite and crumbled on exposure to the air. In answer to question 3—Yes. In answer to 4—Yes. With reference to questions 3 and 4 and my answers thereto, when the business was well in hand a man named F. Seward showed me the substance of a letter which referred to a report which had been made by an engineer of a damning character. The chief nature of the criticism was that the coal was a lignite, and had the unfavourable propensity of crumbling on exposure to the atmosphere. On another occasion we invited Professor Galloway to act as consulting engineer. He practically agreed to do so, but afterwards declined, as he said that from inquiry he had made the coal was not good, being a lignite and affected by the atmosphere. I have since been informed that Professor Galloway has an office in Cardiff, next to an engineer named Wales, who had reported on the property. I enclose a prospectus of the scheme we were carrying through, in spite of the difficulties we encountered. We were promised the money we required by one of the oldest firms of brokers in London—namely, Messrs. J. G. Bone and Son—and we had in our possession as part an underwriting letter for £60,000 debentures, Messrs. Bone and Son agreeing to find the share capital. We were forced to abandon this owing to the mortgagees putting up the property to auction in New Zealand. We saw Mr. Flower on several occasions, and pointed out that if such action were taken it would spoil our plan, but this was of no avail. We are considerably out of pocket on the business, putting aside the great loss of time we spent on the business, and it was very disheartening for us to be met at every point with objections to the property owing to the circulation of the damaging statement we have mentioned.—Yours truly, ROBERT DOYLE." This was countersigned by his partner, Mr. Wright. [Exhibit O.] I will put in the printed prospectus, the directors being some of the best-known men in England. They were coal men, mostly from Newcastle-on-Tyne. The trustees of the promoters were Lord Kilmorey and Sir Fortescue Flannery. I will put the document in showing that the terms of sale were £200,000. The directors were Ernest Forwood, of Forwood Bros. and Co., shipowners, London and Liverpool; Colonel F. S. Luard, M.I.C.E. (late Bombay and Baroda Railway); John Walker, M.I.C.E., director Robert Stephenson and Co. (Limited), Newcastle-on-Tyne; Sir John Furley, C.B., D.L., 14 Evelyn Garden, South Kensington. You could not have got better men in England than these men. The bankers were the Bank of New Zealand, and the solicitors Messrs. Maddison, Stirling, Humm, and Davies, 6 Old Jewry, and Stafford and Treadwell, Wellington; auditors, Chalmers, Wade, and Co., London and Liverpool. The secretary, Mr. Robert Doyle, is a man of the highest standing in London. He was the right-hand man for that great philanthropist, Mr. J. Herring, who refused the highest honours Queen Victoria and King Edward could bestow. I mention that because I wish to make it quite clear that there was no fake about this, as the position of Mr. Doyle and his ability was beyond doubt.

1. *Hon. the Chairman.*] What was the date of this prospectus?—1907. It corresponds with the letter I put in about the time. All my efforts were thwarted by Flower's executors foreclosing on the property. They put it up at auction on the 10th August, 1907, at New Plymouth, and, there being no competitors, they got the property at the upset price of £14,000. Finding myself in that position I entered an action for redemption and accounts under the best advice I could get.

2. *Mr. Bell.*] Was that in England?—In London, in the Chancery Court, before Lord Justice Parker. I had signed certain documents in London, one of which was this: "I, the undersigned, Joshua Jones, hereby undertake, pursuant to the order in this action dated the 10th day of August, 1906, to lodge no further caveat with the District Land Registrar in New Zealand in respect to the title of the Mokau property, the subject of this action. Dated this 16th day of November, 1906.—JOSHUA JONES." There was another document I signed to the same effect. I am quoting now from the Stout-Palmer Commission, if you will permit me to do so, because it has been kicked out of Parliament. It says here, on page 3, "Mr. Jones attempted by caveat to prevent registration of these transactions; but a Full Bench of Judges of the Supreme Court refused to allow Mr. Jones to even litigate the matter, or that his caveat should stand, on the grounds that he had by agreement in litigation in England bound himself not to contest the right of the mortgagees to proceed with the registration of the mortgaged documents. This agreement was in these terms: 'Mr. Jones undertakes not to apply to Mr. Flower's executors to the Court

here, or in New Zealand, for any further time to delay the registration of the above-mentioned documents, the present extension to the 1st March, 1907, being final.'" These two documents were placed in the hands of Mr. Justice Parker in London, and it took His Lordship aback. He said, "Is that this case which has been before the Court so many years?" My counsel, Mr. Jellicoe, said, "Yes." Mr. Justice Parker said, "Where is Mr. Jones?" and I stood up. Now, those two documents were placed in the hands of the Judge by counsel for the other side, who commented very strongly upon my having signed them. The Judge said, "That is a stronger reason why his action should proceed. He possibly has a good answer in going behind the two documents he signed, and that is a reason why I shall not stay the action as you ask me."

3. What order was it that the Full Bench refused to let you litigate?—The 20th July, 1908. The President was Sir Robert Stout. That, of course, is used here by the Chief Justice of New Zealand in his report to condemn me. He was not sitting as Chief Justice when on the Royal Commission, but the Ethiopian could not change his skin sitting as a Royal Commissioner or as a Judge. I wish to put this in, and shall ask every member of the Committee to take the report of the Commission home and read it. This document of Sir Robert Stout brands me as a scoundrel, and I should not be allowed in the Parliament Buildings if a tithe of what he says is correct. I knew nothing of it until two months afterwards, when I saw it mentioned in an Auckland paper. When I saw that an inquiry had been held it was on the 12th May following the March in which this document was put in. I say this, firstly, Sir Robert Stout well knew that there is no power even in the King of England to do what he did. The King is prohibited by statute to inquire into the private business of any man without his consent. That inquiry was held under the pretext that it was an inquiry into Native lands unoccupied in New Zealand. Sir Robert Stout knew as well as I did that the property was not Native land, that it was under the Land Transfer Act, and that he had no power to inquire into that. In support of my contention, the opinion of Mr. Hosking, K.C., Mr. H. D. Bell, K.C., and Mr. Skerrett, K.C., has been taken on the validity of that document, and the Committee of 1911 held that the document was illegal and would not allow me to refer to it. Yet Sir James Carroll, the Acting Prime Minister, said in the House that the report having held my leases to be void, or voidable, mainly through malpractice on my part remember, the Government felt justified in issuing the Order in Council dated the 15th March, 1911, authorizing other people to come and buy the freehold from under my feet. My title was only leasehold, but that is the excuse for that document which has been kicked out of the House and held to be illegal. That is only one of many injustices I have received from the Government. Two gentlemen—Mr. Okey and Mr. Jennings—did me the honour to go with me to see Sir Joseph Ward. I said, "Look here, Sir Joseph: this Stout-Palmer report, firstly, is illegal; secondly, the alleged inquiry was held behind my back and I knew nothing of it; thirdly, the statements are untrue, and Sir Robert Stout, who was one of the five Judges in 1908 that ousted me from the decision given by Mr. Justice Parker, was not a proper person to again sit on a Royal Commission and deal with the case."

Mr. McCallum protested against an attack being made on the Judiciary.

Hon. the Chairman said the Committee should distinguish between what was a personal attack on a Judge and a criticism of the public acts of a Judge. He was not prepared to hold that the public actions of a Judge were beyond attack or criticism. He had heard nothing in the nature of a personal attack on Sir Robert Stout.

Witness: I was prepared for that rebuke, and would be very glad to make every allowance for Sir Robert Stout if I thought he acted in ignorance; but if he wanted the truth he should have summoned me before the Commission. How could he arrive at any fair conclusion without examining the very man who could have told him everything that was true? I ask you, gentlemen, to place yourselves in my position. Why should I be branded as a villain by Sir Robert Stout? Does the honourable gentleman think I am so foolish as to imagine I am advancing my claim before fourteen members of this Committee by casting unnecessary aspersions? That document has been thrown up at me at times wherever I have been in the North Island. A Minister of the Crown, who was kindly disposed towards me—it was Mr. Herries, who was not then a Minister—said, "Mr. Jones, I do not know that I could afford you any assistance. Look at the Stout-Palmer report! I am not sure that you will even be allowed to go to Parliament in the face of that report." I ask you, gentlemen, how can I come here without pointing out what that document is? I would gladly make allowance for Sir Robert Stout if I thought he acted in ignorance, but he did not. I never knew of the inquiry until two months afterwards, and yet he examined every witness set out in my petition who would gain by condemning me. Again, Sir Robert Stout knew as well as I did that in my Act of 1888 the last section provided that, subject to the certificate of the Trust Commissioner, these leases should be good value and effectual to all intents and purposes. Knowing that, how could Sir Robert Stout hold an inquiry into these lands? As Dr. Findlay put it, it was part and parcel of the Native land inquiry. It was nothing of the kind—they were not Native lands. No man respects the Judges more than I do, and I have not said what I have without grounds. The Stout-Ngata Commission, both by effluxion of time and completion of service, was disbanded. Mark that. This Stout-Palmer Commission was specially set up, and would not have been set up but for the Mokau case. In a letter to my solicitor—I will put it in—I say, "Wellington, 7th November, 1908.—Mr. Treadwell: Dear Sir,—Mokau lands petitions: You informed me yesterday that you had received a visit on the 5th from Mr. Dalziell, of the firm of Findlay and Dalziell, who informed you that in consequence of the Hon. J. Rigg, M.L.C., having written a letter during the present week to the Premier wherein he recited the report and resolution of the Legislative Council of 9th October last, dealing with my petition, and intimating that as the letter of the honourable gentleman did not disclose the 'benefits' supposed to accrue to me under a draft agreement mentioned, the Government had concluded to disregard the recommendation of the Legislative Council in so far as affording me any relief was

concerned, but would send the matter on to be dealt with by Sir Robert Stout's Native Lands Commission. You also stated, I believe on Dalziell's *ipse dixit*, that the Hon. Mr. Rigg's writing to the Premier was only 'making use' of me in the endeavour to injure the Attorney-General, with whom he was not on friendly terms. You further directed me that I had now—as the Government would render no relief, consequent upon the said letter—better proceed to negotiate with Herrman Lewis (one of those interested in this extortion) as you could do nothing more in the premises. In reply, I say (1) I understood that the Committee intended that the inquiry by Royal Commision should be level-handed and not cumbered with any conditions for or against any side; but I was informed by Mr. Treadwell—who could not possibly have concocted the story—that the Government did not intend to adopt the report of the Committee, neither to appoint a Royal Commission or protect the property from being further dealt with; but that if I choose to agree to certain terms—dictated, I understand, by the Attorney-General, or the firm of Findlay and Dalziell, acting for Herrman Lewis, and in connection with Travers-Campbell for Flower's executors—involving the payment of £25,000, and possible loss of the proceeds of sale of 50,000 acres of surface land to the benefit of Herrman Lewis, the Government would facilitate matters, and I should receive the 'promise' of two small pieces of freehold (marked on plan), about a tenth part of the entire property, and 'promise' of freehold of the minerals on the whole block—quantity unknown. This arrangement came to nothing, and was terminated on 31st October last, when Dalziell informed you that Lewis wanted £11,000, and would not take the £5,000 stipulated. Mr. Rigg did not write to the Premier until last Tuesday; therefore he could not disclose the proposed 'benefits' in his letter of a business that had not consummated. Assuming, however, that the terms were in existence when Mr. Rigg wrote, how, I ask, does the inadvertence to state the 'benefits' justify the Attorney-General in now assuming a hostile attitude, with threats to my injury? (2.) The Premier in the Lower House and the Attorney-General in the Council (*Hansard*) replied to members, 'Let Mr. Jones come by petition and have his case investigated by the people's representatives.' Jones came by petition as directed, and now he is told by the very man who should hold the scales fairly that effect will not in any case be given to the report of the Committee, and extraordinary alternatives in the interests of clients of Findlay and Dalziell's were put before him by that firm. (3.) In sending the case to Sir Robert Stout, I have no doubt but what Dr. Findlay is fully aware that he was President of the Appeal Court in July last, and of all that transpired in the case of Herrman Lewis *v.* Jones. Yet the same Judge is selected in the form of a Commissioner to again adjudicate. (4.) The intimation that Mr. Rigg was 'making use' of me to damage Dr. Findlay by writing to the Premier is absolutely untrue. In justice to that gentleman I should state that in consequence of the demand made on you by Dalziell on 31st October—raising the claim from £19,000 to £25,000—I applied to Mr. Rigg, the presenter of my petition, to assist me in resenting such extortion. He willingly looked into the matter, and said he would write to the Attorney-General; but I took the liberty of suggesting that he write to the Premier as holding the more responsible position. This is exactly how it occurred. I do not believe that there was an iota of the feeling indicated by you in the mind of Mr. Rigg. His sole desire was to assist me in the quickest way possible. I do not hesitate to say that if Dr. Findlay had carried out, or indicated that he would carry out, the wishes of the Committee there would have been no need for me to trouble Mr. Rigg at all, and might have saved future possible complications.—Yours, &c., JOSHUA JONES.—P.S.—Herrman Lewis informed me that he and his friends engaged this firm of solicitors specially for this case. Doubtless they thought the game to be worth the candle.—J.J." Two days after the threat was conveyed to me that Sir Robert Stout was to be employed on that Commission, and yet I am told here that I must not bring these facts out.

Hon. the Chairman: You have not been told that. You have been told not to make a personal attack on the Judges.

Witness: I might attack that document line for line and show that every word was not true and not put there with honest intent. I say, further, it has done me no end of injury in Taranaki, where the Stout-Palmer report is constantly being thrown in my teeth. My character is as important to me as Sir Robert Stout's character is to him, and if it had not been good would Parliament in 1888 have given me a special statute? The dealings had all occurred before then, in the main. I was always very kind to the Natives, as they would tell you now, but they are nearly all dead. I only ask you to consider what you would feel like if your own character was slandered and you were put down as a scoundrel. Well, I entered this action in London.

4. *Hon. the Chairman.*] How was it set down?—"Jones *v.* Flower's Executors."

5. Was it not "Lefroy and Others"?—Yes, those are the executors. Well, in the Court these two documents I have asked you to take notice of were commented upon very strongly by Mr. Ashton, the counsel. I must ask the Committee to bear in mind that Mr. Flower put out a false report about the property and stopped me selling it to the West Australian Mining Company. At the compromise I feared that this might occur again, and my counsel advised me, and Mr. Duke on the other side and Mr. Justice Bingham agreed, that should this report again crop up and destroy the sale of the property the compact would be held void by the Court—that is, the compromise of the 27th July, 1904, would be held to be void. Mr. Justice Parker made an order that notwithstanding all that was said by the other side I was entitled to equity. They dwelt upon the New Zealand Land Transfer Act, but he said, "I know it very well. I shall make an order for him to have his trial, but I have very grave doubts about my jurisdiction. I think the jurisdiction is in New Zealand. You had better consider that, both of you." I am speaking of the action for redemption of November, 1907. I will put the order in. This is the report of the action before Mr. Justice Parker in 1907. This decision was cabled out to New Zealand, and appeared in the *Post* of the 2nd November, 1907: "London, 1st November.—In the Mokau Estate case the Judge refused to stay the action Jones *v.* the Executors of the late Mr. Flower,

declining to recognize the action as frivolous. He directed the case to proceed." It also appeared in the *Dominion* and *New Zealand Times* of 4th November. [Exhibits U and V.] Mr. Justice Parker expressed doubt about the jurisdiction being in England. Notwithstanding the decision of the Judges here, I hold that Mr. Justice Parker was right, although I am bound to bow to the decision of the Judges here for the present.

6. *Mr. Bell.*] Was that a subsequent order?—He did not make an order. It was an expression of opinion for both sides to consider.

7. What did they do?—I spoke to Sir J. Lawson Walton, who said he thought the Judge was right. He went down to the law-courts and saw Lord Alverstone and Mr. Justice Chennell. They said, "The property is in New Zealand, and we think you should go there to settle the matter." I got the best opinions I could to the effect that it was no good going on with the action in England, and I said to the other side, "I am going to bring the action in New Zealand, and I want you to be warned of it."

8. *Hon. Mr. Anstey.*] You simply allowed the action to lapse?—Yes, I instructed my solicitor to let it be struck out or lapse. The Judge did not make an order, but expressed an opinion. I saw Sir John Lawson Walton and told him that it was not a decision, but an expression of opinion, and he said it was just as good as a decision. That is what brought me out to New Zealand, and I lodged a caveat. This is held in New Zealand by five Judges on the bench to be a dishonest action. They ordered me to remove the caveat, and commented very strongly on my conduct. One of the learned gentlemen said, "A man who will compromise under one statute and repudiate under another would be capable of anything." He said it was dishonest. I asked what his name was, and was told that it was Mr. Justice Williams.

9. *Hon. Mr. Luke.*] In whose name are these lands?—On the 10th August, 1911, the executors put the property up in New Plymouth and bought it in at the upset price of £14,000. When the judgment was given by these five Judges there was an agreement to take the property over, but whether the transfer was effected or not I could not say. I, by counsel, said, in effect, "Will you not allow me a trial of action?" They said, "No, certainly not." I then said, "Will you not allow me to appeal to the Privy Council?" They replied, "No, we will not."

10. *Mr. Bell.*] Is that case reported?—Yes, on the 21st July, 1908.

11. What is the name of the case?—I believe it was "Jones *v.* Lewis," or "Jones *v.* the Executors."

12. Are you certain it is in the Law Reports?—I think so. I have it here somewhere. Both the *Times* and the *Dominion* reported it, also the *Post*. [Exhibit X.] Following this decision I laid the matter before Sir Joseph Ward, when Mr. Jennings, M.P., was with me. Sir Joseph Ward said, "I know all about the case, Mr. Jones. It is a very hard one, but I cannot interfere with the Court. I suggest that you petition Parliament, get a report from a Committee on which I can act, and I will do all I can to give effect to any recommendation you can get." I petitioned both Houses. The Lower House was very busy, and some understanding was come to that the Upper House should hear the petition, and their recommendation was that the Government should set up a Royal Commission or other competent tribunal to inquire into the merits of the case, and in the meantime take steps to see that the property should be withheld from any further dealings. The Committee would have gone further into the petition, but you must remember their report is dated the 7th October, and the House rose on the 10th, so that they had no time to go further. They did what they could. On the day the report was laid on the table I said to my solicitor, "The report says that the Government had better set up a Royal Commission, and in the meantime withhold the property from further dealings. You go up at once and see Dr. Findlay and get him to set up the Commission as quickly as he possibly can; it is a matter of anxiety to me." He went up, saw Dr. Findlay, came back and told me that Dr. Findlay said the Government would not set up any inquiry; they would not protect the property; they would give no effect to the recommendation. I said, "What on earth did Sir Joseph Ward tell me to petition Parliament for?" He said, "I am telling you Dr. Findlay's reply. But here are certain terms proposed on behalf of Herrman Lewis," and he pulled out a scrap of paper. "If you agree to those terms you may get something out of Mokau, but if not the impression on my mind is that you will get nothing at all." I said, "Do you mean to tell me that Dr. Findlay, as a Minister on the one hand and a solicitor acting for others on the other hand, proposed certain terms? Do you know that he is acting in a dual capacity? Are you sure about all that you are saying?" He said, "Certainly; I am not a fool." I said, "What the deuce has Dr. Findlay got to do with Herrman Lewis?" and he said, "Dr. Findlay tells me his firm are solicitors in this case." I said, "That accounts for it." The litigation did not commence until the 2nd or 3rd August, 1908, when Lewis was in trouble. He had no title to the property, and the people in Hawke's Bay wanted to buy it off the executors. I wrote a letter to Mr. Treadwell that same month (October)—not afterwards: it is not trumped up now: "Wellington, 24th October, 1908. —Messrs. Stafford and Treadwell.—Mokau lands petition: Dear Sirs,—As some form of agreement is about to be brought forward with the view of a settlement herein it may be as well to commit to paper the circumstances attending such proposed agreement should reference thereto be required at any future time. The Select Committee, as Mr. Treadwell is aware, were unanimous in their report, and the same was adopted on the 9th instant without dissent or discussion by the Legislative Council. Mr. Treadwell subsequently had personal interviews with the Hon. Dr. Findlay, M.L.C., Attorney-General, who represents the Government in the matter, and also in company with Mr. Dalziell, Dr. Findlay's business partner. I note by the documents that the firm of Findlay and Dalziell are solicitors for Mr. Herrman Lewis in this business, and are also acting in connection with Messrs. Travers and Campbell, solicitors for the executors of the late Wickham Flower, in common interests. It is stipulated amongst other things in the proposed agreement that the surface lands—excepting two small reserves for myself—shall be dealt

with and sold in areas under the Maori land laws, the fee-simple of the minerals to be awarded to me, and that after paying necessary cost of purchase of freehold surveys, &c., the balance shall be devoted (1) either *in toto* to Herrman Lewis or in payment to him of £5,000 [altered to £11,000], at the discretion of arbitrators to be nominated; (2) that £14,000, with interest, *shall* be paid to the executors of the said Wickham Flower. It must be noted that the moneys payable to Herrman Lewis, whether being the proceeds of the whole area less the two mentioned reserves, or the mentioned said £5,000 [altered to £11,000], are not in return for value received, services performed, or the expenditure of any moneys in connection with this property, but for the simple and only reason that the executors have gone through a form of sale of the property for no consideration to him—which sale he states to me is not enforceable—to answer some ends of their own; and it will be further noted with respect to the £14,000 that this has to be paid without my being allowed to enter contra accounts or claims. I have strongly impressed upon Mr. Treadwell my objections to such terms, but in reply he informs me that his information is that unless I accept them the Government will do nothing in the form of giving effect to the unanimously adopted report of the Legislative Council's Select Committee; therefore if I have to submit it will of necessity be under this compulsion. It must be remembered that, as set forth in my petition and fully proven before a Royal Commission in 1888, the Government and its officers were the primary cause of all my troubles. I further understand from Mr. Treadwell that the present Government does not intend to protect the property from further dealings as recommended in the report. Will you please reply as to whether the foregoing is a correct version, or am I under any misapprehension? It is quite true, as has been argued, that according to the decision of the Appeal Court on the 20th July last I have no rights, but I do not accept that view; neither, I believe, does the Parliament of this country. I hold that I have equitable rights that may be made valid.—Yours faithfully, JOSHUA JONES." That is dated the 24th October, 1908. Here is the reply, dated the 29th October, 1908: "Panama Street, Wellington, 29th October, 1908.—*Re* Mokau land petition.—Dear Sir,—With reference to your letter of the 24th instant addressed to us, we cannot say that it quite correctly states what the position is. It would be better for us, therefore, to detail the facts in so far as they appear to be material, so that you can understand the present position. As you say, the Select Committee reported, and the report was adopted by the Legislative Council, we believe, without discussion or dissent. The writer several times saw the Attorney-General with reference to the matter, and a perfectly plain intimation was given to him by Dr. Findlay that the Government would not either appoint a Commission to deal with or investigate the allegations in the petition. The Government, of course, cannot prevent dealing with the land, but we had an intimation from Dr. Findlay before the end of the session that no legislation would be introduced. Mr. Dalziell is acting for Mr. Herrman Lewis, and an agreement has been arrived at provisionally between the writer and him which your statement does not tally with. This agreement, of course, has not yet been completely approved by you, though we have understood from you from time to time that you will acquiesce in its terms. In order that you may quite appreciate what the position is we enclose a copy of the draft (see note) which we have to-day sent to Messrs. Findlay, Dalziell, and Co. You will see that in some respects it does not accord with what you state in your letter. We cannot, of course, say that it has been conveyed to us either by Dr. Findlay or Mr. Dalziell that these terms will be approved by the Crown, nor apparently is it necessary that they should. The matter is more one of private arrangement between you and the other parties in dispute than for the Crown, but the Attorney-General certainly told the writer that he had submitted a memorandum prepared some little time ago of suggested terms of settlement which are little different from those embodied in the draft to the Hon. Mr. Carroll, and that Mr. Carroll thought it was a fair arrangement in so far as the Natives were concerned. We have, of course, stated to you our opinion as to what the effect of not coming to some settlement is, but, of course, that is a matter of deduction from the circumstances, and not a matter of what has been put to us either by Dr. Findlay or by Mr. Dalziell. There is one other matter in your letter which is not correctly stated—that is, that Messrs. Travers, Campbell, and Peacock, solicitors for the executors for the late Wickham Flower, are acting with Messrs. Findlay, Dalziell, and Co. in common interests. We cannot see that that is the position. The interests of Mr. Lewis and the executors of the late Mr. Flower, while they are in both cases antagonistic to yours, may conflict, and undoubtedly in some respects they do conflict. We trust this letter is sufficient for your present purposes. If you require any further information kindly let us hear from you.—Yours truly, STAFFORD AND TREADWELL.—Joshua Jones, Esq. (Note.—The £5,000 in the draft agreement was increased to £11,000. This variation is made by Jones.)" Now, the importance of that letter of Mr. Treadwell to Jones is this: Dr. Findlay point-blank denies that he ever refused the inquiry or offered any terms whatever. Mr. Treadwell says very clearly that he had several interviews with Dr. Findlay, who told him that there should be no inquiry. One or the other is making a mistake. I will put it that way, gentlemen; but there it is. It is at the time, remember, the month of October when the Committee made their report, and Jones in his letter says in case of future reference it is as well to commit to paper the circumstances attending such proposed agreement, warning Mr. Treadwell to be careful. That is denied before the A to L Committee of 1910 by Dr. Findlay. Mr. Treadwell himself went before that Committee, and I must ask you to remember that the witnesses were not sworn. Mr. Treadwell goes before that Committee and repudiates almost every word of what he had said.

13. *Hon. Mr. George.*] He was your lawyer?—Yes, but I have never gone near him since.

14. *Hon. Mr. Luke.*] Have you got the original of that letter?—Yes, I have it here. [Exhibit Y.]

15. *Hon. Mr. Anstey.*] Can you give us the terms of the compromise alluded to in these letters—the terms you were offered?—The terms are these: Herrman Lewis was to be the owner of the property. It was to be handed over to a Board to deal with.

16. I was asking what you were to get, not what Herrman Lewis was to get?—Herrman Lewis was to get £14,000—that was for the executors—and he was to get £11,000: that was £25,000 to be taken out of the estate. The land was to be cut up, and arbitrators were to be set up to say what I was to get. I resented that, and said it was not for arbitrators to be set up to say what I was to get. I said, "If you want to make a bargain do it now," and that is the reason why the thing did not come off.

17. Is that what you were to get out of the property?—Yes, after it was sold.

18. I understood you to say you had some coal rights?—Everything had to be sold through a Board.

19. You were to get absolutely nothing?—It was for the arbitrators to say whether Herrman Lewis was to allow me anything or not. I resented the thing entirely. I maintained, and still maintain, that these executors who transferred the property to Herrman Lewis were my trustees. That is the position I took up in this matter. And not one farthing did Herrman Lewis pay for it, either by deposit or otherwise. His name was out on the Land Transfer Register, but he was a dummy for the whole thing, and those in Hawke's Bay who bought the property paid the money.

20. *Hon. Mr. George.*] Mr. T. G. Macarthy paid the money, did he not?—Afterwards. He came in and grabbed £25,000. Herrman Lewis did not owe him a penny on the Mokau transaction, neither did I. It was a dodge under the Land Transfer Act to stand in on the transfer of the property.

21. *Mr. McCallum.*] How did he get the money?—He said that Herrman Lewis owed him money for property in Christchurch and other properties in Wellington and the Hutt, which were mortgaged for £25,000, and Mr. Macarthy came in and said, "I want this as further security." He is dead and gone, but no one can tell me that he was going to lend £25,000 to Herrman Lewis without £50,000 worth of security.

22. *Hon. Mr. George.*] Those are all private financial arrangements amongst the parties buying the property?—The mortgage was from Herrman Lewis to T. G. Macarthy, and when the parties came to buy Macarthy said, "I want £25,000."

23. That did not do Herrman Lewis and his firm any good?—Why did Herrman Lewis give a mortgage over it for £25,000 when Mr. Macarthy had £50,000 of security?

24. What damage did it do you if Mr. T. G. Macarthy had made this arrangement?—It further entangles the thing. I think if a man gets £25,000 out of the estate and never lent a penny on it it prejudices my position.

25. *Hon. Captain Tucker.*] When Herrman Lewis mortgaged this property to T. G. Macarthy did Macarthy give him a release of the other properties secured?—Mr. Macarthy handed the mortgage on the other properties in Christchurch, Wellington, and the Hutt to the purchasers.

26. Do you mean by that that Herrman Lewis mortgaged this Mokau Estate but released the other properties?—Mr. T. G. Macarthy wanted additional security.

27. You say that no money passed?—Not a penny.

28. Well, Lewis would not give Macarthy £25,000 for nothing at all. Mr. Macarthy might say, "If you do not give me adequate securities over the other properties I will push you on this"?—That is so.

29. He released the other mortgages?—The securities he held were worth £50,000.

30. Why should he do this—was it as collateral security?—They worked the trick between Travers and Campbell through a little man named Orr.

31. You say that Macarthy did not give Lewis a penny?—It was never contended or argued that he did. Here is Mr. Dalziell's evidence before the Committee of 1910: Mr. T. G. Macarthy said, "I want that as security in addition to what I hold."

32. *Mr. Mander.*] That was legitimate business, was it not?—If a man has £50,000 security and wants another £25,000, is that right?

33. Yes, if he thinks fit?—I do not say it was an illegal transaction.

34. *Hon. Mr. George.*] It did not affect you a bit?—Messrs. Travers and Campbell were still acting for the executors, and had no right to encumber the property for which, I contend, they were trustees. There is no doubt that Travers and Campbell stood in with this £25,000.

35. *Hon. Captain Tucker.*] You say they "stood in," but you say on the other hand that no money passed?—There was no money passed between T. G. Macarthy and Herrman Lewis. A long time after—not at the time of the transaction of putting Herrman Lewis on the register—T. G. Macarthy pressed him and got this £25,000. It was an embargo on the estate, because Macarthy never lent a penny on it.

36. *Hon. Mr. George.*] Who was the nominal owner of the estate at the time?—Herrman Lewis.

37. Well, he could make what arrangement he liked?—My contention is that Herrman Lewis was my trustee.

38. Herrman Lewis was not the trustee?—I believe he was the dummy through which it was done.

39. *Mr. Statham.*] Have you any evidence to show that there was any agency or collusion between Herrman Lewis and Flower's executors?—It is very hard to prove collusion, but Herrman Lewis's evidence is this: that Flower's executors had asked three firms in Wellington to get their names put on the register for this property, and they had refused. He was the only one who would look at it. He lives close to Mr. Orr, at the Hutt. He says, "No one would look at it but me, and Messrs. Travers and Campbell asked me to take the property." The same solicitors are the solicitors for the London executors, and also for T. G. Macarthy. Mr. Macarthy did the whole of his business with Messrs. Travers and Campbell. Mr. Orr is the gentleman who did it, but what he got out of it I do not know. I have heard it debated that T. G. Macarthy when he got this £25,000 had over £50,000 worth of security on the other properties in New Zealand.

40. Was not Herrman Lewis a man who would go in for speculations of that kind on his own account?—I could not say. I have not known much about Herrman Lewis up till this time. The Land Transfer Register shows that Macarthy never paid a penny for the property. Lewis was the dummy through whom the money was paid.

41. But Macarthy could not come upon this property until he had exhausted his other securities?—That is my contention. Still, he had the Christchurch property, and he extorted the mortgage from the Hawke's Bay people. He saddled my property—I contend it is mine—with £25,000, and he had ample security without it.

42. *Hon. Captain Tucker.*] When did Herrman Lewis first appear in this matter, can you recollect?—I have a letter here warning Herrman Lewis in 1907 that he had better not touch the property as I was on the road out from England to recover the estate. The letter says—it is written by Mr. Treadwell—"If you will call at my office I will show you Jones's statement of claim." So he was mixed up in it in some degree before I left England.

43. At the time when the property was in Flower's executors—that is when he first appeared?—Yes, and they transferred it to him for no consideration whatever. I was asked how did I connect Herrman Lewis with Flower's executors. Mr. Statham asked me whether there was any collusion. I gave the answer that Flower's executors transferred the property to Herrman Lewis for no consideration whatever.

44. *Mr. Statham.*] Is there no consideration mentioned in the transfer?—None whatever; and the transfer was produced last year before the Committee of the other House. It was a dummy transaction entirely, as I alleged in my previous petition, and it was never contradicted; and the Hawke's Bay purchasers said, "We will not buy this, but you put Herrman Lewis's name on the register and we will pay you the money." Herrman Lewis was merely used as the medium, and the documents will show that. There is one point that I would like to mention that I have omitted. In 1896, in England, there was a foreclosure obtained over the Mokau Estate by Wickham Flower. This will assist the Committee on the question of jurisdiction. This foreclosure was dated the 26th June, 1896. It was sent here, and could not be enforced on the ground that the English Court had no jurisdiction. It was held here that they could not enforce an order of the British Court. No alteration has ever taken place on the question of jurisdiction.

THURSDAY, 10TH OCTOBER, 1912.

JOSHUA JONES further examined. (No. 3.)

Witness: I ask the attention of the Committee to the plan of the land [produced]. I have a special reason for doing so. In the Stout-Palmer report, and I believe in the minds of the Government, it is stipulated by Sir Robert Stout that there was a legal authority vested in Jones only over the big westward lease, and that Jones had no legal authority to acquire these other portions [areas of the land pointed out].

1. *Hon. Mr. Anstey.*] How many acres is that?—28,000, as nearly as can be—half. I hope you will not think I am reflecting on Sir Robert Stout, but I have an important point to bring out. In 1888 the Legislature passed a Special Powers and Contracts Act. Section 17 in the second column in this Act says, "The Governor may, 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 springs at Tororo, on the Mokau River, due south to the Mohakatino River, shall 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 shall 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 is or may be validly made for the said longer term." Here is the *New Zealand Gazette* notice, 1885, page 1180, which reserves all that. It is a Proclamation under the hand of the Governor, and is signed "John Ballance." The point is this: Mr. Ballance was ill in bed at the time, and Sir Robert Stout himself signed the notice in the *Gazette*. And yet he says that Jones has no authority to acquire these lands. He signed for Mr. Ballance in my presence. I do not throw that out as an aspersion, but it is a fact. Mr. Ballance was head of the Department, and therefore the notice in the *Gazette* bears Mr. Ballance's signature. I do not say there is anything improper in it.

2. *Hon. Mr. Paul.*] You say that Sir Robert Stout, who was then Mr. Stout, signed the name "John Ballance" to this notice?—I think Sir Robert Stout signed it as Premier.

3. *Mr. McCallum.*] What is the signature to the document?—It is signed "J. Ballance." [*Gazette* notice examined.]

Mr. McCallum: Sir Robert Stout never signed that in his life.

4. *Hon. Mr. Anstey.*] Where was Mr. Ballance at the time?—He was at Wanganui. Sir Robert Stout signed it as Premier. Mr. Lewis, who was Under-Secretary for Native Affairs, took me in to Sir Robert Stout, who had the plan before him. This was explained, and he signed the document. It was in the Government Buildings.

5. *Mr. Bell.*] Instead of all this argument I suggest that we get the original of that *Gazette* notice?—It was explained at the time that Sir Robert Stout could sign the document for Mr. Ballance, and I saw him sign it.

6. This was on the 8th October, 1885?—Yes.

7. *Hon. Mr. Louisson.*] Whose name did he sign—Ballance or Stout?—I think he signed his own name.

8. You think? You say he signed the document, but you do not say what name?—I do not say he signed his own name. But get the original document and you will find Stout's name on it. [Exhibit Z put in.]

9. You say this is the notice he signed?—Yes. I remember the discussion in the presence of Mr. Lewis. He said he was acting as Native Minister in the absence of Mr. Ballance. I do not say that to throw any aspersions on Sir Robert Stout, but as to the fact, I am on my oath, and I wish that to be borne in mind. There is one particular point I wish to draw your attention to. Sir Joseph Ward—I think, on the 14th November, 1910—was asked why he did not set up a public inquiry into this case, and his reply was that in view of a recent decision of the High Court—he was referring to the Ohinemuri case, and Dr. Findlay says the same in the Council—there was no power to set up a public inquiry. You will find in the proceedings before the A to L Committee that the Ohinemuri case was a bar to setting up an inquiry. My opinion is that this inquiry was refused on the 17th or 18th October, 1908, by Dr. Findlay to my solicitor. On the 29th October Mr. Treadwell writes, "The writer several times saw the Attorney-General with reference to the matter, and a perfectly plain intimation was given to him by Dr. Findlay that the Government would not either appoint a Commission to deal with or investigate the allegations in the petition." That is clear enough. What I wish to impress on the Committee is that the Ohinemuri decision was given over nine months afterwards. Therefore it was not the bar, but Dr. Findlay's own words. The Ohinemuri decision was given in April or May of the next year. What I submit to you is that the inquiry was refused by Dr. Findlay before the Ohinemuri decision was given. Here is an article in the Auckland *Herald* of the 6th December, 1911, headed "Light on Mokau—A Drama in many Acts," in which the writer—I do not know him—says: "In his statement on August 17, 1910, Sir John Findlay remarked, 'The present Solicitor-General, in view of the recent decision of the Court of Appeal, pointed out that a Royal Commission, in the circumstances I have referred to, could not be set up.' Sir John was referring to the Ohinemuri decision, which, as Mr. Jones explained in his evidence, was not given until May, 1909." [Exhibit AA.] It is necessary that the Committee should know a little about the question of jurisdiction. Yesterday I took the opportunity of mentioning that there had been a foreclosure on this property in England in June, 1895. I am now giving you a document written by William Thomas Locke Travers in contradiction to an article which appeared in the *New Zealand Times* from its London correspondent. Mr. Travers wrote to the *New Zealand Times* on the 14th of June, 1901, an article headed "The Romance of Mokau: Another Version," in which he says, "But Mr. Jones was unable to carry out either of the alternative forms of payment given by the decree, and in the end of the month of June, 1895, a decree of absolute foreclosure was made against him, and the property then became absolutely vested in Messrs. Flower and Hopkinson." That is true. But the object I have now in drawing the attention of the Committee to it is this: that it could not be enforced here for want of jurisdiction, and was not enforced. Mr. Travers was a man who knew how to enforce it if it had been of any value. In June, 1911, a case came before Sir Robert Stout, as Chief Justice on the bench, for leave to enter an action for redemption here. He said, "No, you shall not have leave." We said, "Will you grant us leave to appeal to the Privy Council?" He replied, "Yes, you can do that." I merely mention that to say I am perfectly satisfied, as Mr. Travers was, that New Zealand had jurisdiction over this matter. I prefer to accept the opinion of such well-known men as Mr. Justice Parker, Sir John Lawson Walton, Sir R. Webster, and Lord Henn-Collins that the jurisdiction was in New Zealand. I still maintain it. The property is here, and what title was vested in Flower's executors they obtained here, and I maintain that the proper place to try the action is New Zealand. Lord Justice Parker did not give a decision; he said, "My belief is that." He said, "You can take your order and try your action." When he said that I went down and consulted Sir John Lawson Walton, who was then Attorney-General, and we saw Lord Alverstone—he was not sitting on the bench, but he got two other Judges to go in with him, and they were of opinion that the jurisdiction was in New Zealand. [Exhibit BB.] I will put in a cutting from the *Evening Post* of the 28th January, 1899, containing some remarks from the same gentleman, Mr. T. L. Travers. [Exhibit CC.] Here is a report of a controversy about it in London which is published in New Zealand in 1907; I will put this in. [Exhibit DD.] They wanted me to compromise and take the tenants over, and I refused to do so, because they were illegally on the property. I will put it all in. In *Hansard* of the 17th August, 1910, Dr. Findlay gives his own version of the petition that I presented to the House in 1910, when there was an inquiry. I replied to him under date 23rd August, 1910, as follows: "The Mokau case.—Sir,—Dr. Findlay, in paragraph 3 of his story from behind the bridge [read 'hedge'] in the Legislative Council, amongst other statements that will be questioned by me at the proper time, sets forth that I signed an undertaking in London to lodge no further caveats in New Zealand in respect to the title to the Mokau property. He says this document was part of an agreement under which I had undertaken to pay certain sums of money and failed to do so. But he is silent upon the fact that this is stated in my petition to Parliament now awaiting to be investigated, and the reason given that I was prevented carrying out the compact by certain improper actions of the other side. This should be well known to the Attorney-General, whose duty is not under any pretext to prejudice a pending case." (*Dominion*, 25th August, 1910.) [Exhibit EE.] I have to complain to the Committee with regard to the issue of the Order in Council by the late Government. It was assented to in Cabinet on the 5th December, 1910, but the issue did not take place until the 15th March, 1911. The issue of that Order in Council was kept very sacred from me. On the 8th December I was in the front lobby of the House when Sir Joseph Ward came out. He shook me by the hand and said, "I am very sorry I have not been able to attend to your matter, Jones, during the session. I am now going to Rotorua." His motor was at the door. He said, "If you come and see me when I come back from Rotorua I will fix this thing up for you." I said, "Upon what basis, sir?" He said, "Treadwell's letter." I said, "Very well, that will

do." He jumped into the car and was off. Immediately after he came back from Rotorua I came down from Mokau according to his suggestion to me before I left. I am sorry to have to tell you that I always had the greatest confidence in Sir Joseph Ward, but he denies my statement point-blank in *Hansard*. In replying to Mr. Wright he said Jones had made use of his name in an unwarrantable manner to a statement that was not true. When I came down I managed to see him, about the 25th January, 1911. I wrote him a letter that day. I was a bit annoyed at him keeping me humbugging about, and I said that I would prefer him not to make appointments rather than to make them and not keep them. I said, "I ask you now to buy this land from the Natives. You can get it for £15,000, and then you can deal with me as you agreed to deal with me before. You were to give me an extended lease of the minerals." He said, "We will extend your leases longer on account of the trouble you have had." I asked him to carry out then what we had a previous understanding about — with Mr. Treadwell and myself. He said, "I am advised that we cannot do it." I asked him who advised him, and he said, "Mr. Salmond." I said, "Did he advise you that you cannot buy this property and deal with me?" and he said "Yes." I said, "I ask you to set up the inquiry you promised me in 1908." He said, "There is no power. As I said in the House, the trouble is between private people, and the Government are not concerned." I said, "Sir Joseph Ward, you must know my complaint includes the Government through Dr. Findlay's interference. I say the Government are interested in this thing. If he as a Minister abuses his position I ought not to suffer for that." He said, "Mr. Salmond advises me that I cannot do it." I said, "Allow me to tell you now that on both points you are misled. You have power to buy and deal with me, and you also have the power to set up an inquiry." He said he would not do it, and I do not think I have spoken to Sir Joseph Ward since. I am perfectly certain that he had the power to set up the inquiry and to purchase the land.

10. *Mr. Anderson.*] Did you take legal advice as to that?—Yes. I still maintain that Sir Joseph Ward was misled, and I repeat to this Committee that there was power to purchase the land.

11. *Hon. the Chairman.*] Whom was he misled by?—I said, "Mr. Salmond has misled you, and Dr. Findlay." He said, "I know your opinion of Dr. Findlay." "Yes," I said, "and it is a well-grounded one." Then he said, "I cannot do it."

12. *Mr. Anderson.*] Whose advice did you take in regard to Mr. Salmond's opinion?—I took Mr. Jellicoe's advice. He was one of those I discussed the matter with. You must remember that Sir Joseph Ward had made an agreement with me prior to that, in the presence of Mr. Treadwell, that he would do these things. I am under no misapprehension at all about the agreement he had made in the presence of Mr. Treadwell.

13. What was the agreement—what were the terms of it?—I shall have to refer to the cable, which said, "We will give £100,000 and build a harbour at Mokau according to Government plans." Sir Joseph Ward looked at it and said it would be a splendid thing to have a harbour built at Mokau. (See paragraph 42 of petition.) I said to Sir Joseph Ward, "I hope you will get me an answer to this as quickly as you can." He said, "Look here, I will agree to your terms—I will extend your leases. I cannot give you the minerals, because there is a set in the public mind against parting with the minerals; but I will give you an extension of your leases for fifty-six years at a nominal rent for the minerals, and at the expiry of the fifty-six years I will give you a renewal for a similar term." I said, "If you buy the land you will have 46,000 acres and be able to put tenants all over it." He said, "How do you know about the harbour?" I said, "They have plans for the harbour at Home." They were going to build on a much larger scale. One of the gentlemen had been down to Cardiff with me, and I said, "You can make a second Cardiff of Mokau," and they took that view of mine. Sir Joseph Ward said, "I thought you had been offered £200,000?" I said, "Yes, but I was bluffed in the deal by Flower's executors." He said, "But this is only £100,000," and I said I would rather have £100,000 with the harbour. He said, "I am going to Invercargill. I have telegraphed to Mr. Carroll to come down on other business, but you see him and tell him the conversation you have had with me, and that I approve of it." Mr. Treadwell was with me. When Mr. Carroll came down from Gisborne I saw Mr. Carroll with Mr. Treadwell, and Mr. Carroll said, "I caught Ward before he went to Invercargill, and we agreed. He said it was a good thing, and we are going to bring it before Cabinet." He seemed satisfied, as Sir Joseph Ward was. There was a written memo. in Mr. Treadwell's hands of the discussion, and I waited until the meeting of Cabinet. When Sir Joseph Ward came back a Cabinet meeting was called. Mr. Hine fixed up an appointment with me. We were standing at the door of the Occidental Hotel when Mr. Hine said, "There is Mr. Carroll." I did not know him at first, because he had a tall hat and a frock coat on—it was at the time of the King's death. We fixed up an appointment, and Mr. Treadwell, Mr. Hine, and myself went up to Mr. Carroll's office. Mr. Carroll said, "We have considered this matter in Cabinet, and Cabinet has decided not to carry it out." I said, "Why not?" and he said, "I do not know; we are not going to carry it out." I said, "Was Dr. Findlay at the Cabinet meeting?" and he said he was. I saw then that it was no good my saying anything more, and the thing dropped through. Mr. Carroll said it was voted to set up a Royal Commission to inquire into it, but that Royal Commission was never set up, and I could never get the inquiry. Dr. Findlay in London—I will produce the letter—said, "It is due to me to say that I voted for an inquiry to be held." Now, I ask the Committee to remember his refusal was point-blank on the 7th October, 1908, to have the inquiry. Mr. Treadwell says in his letter that he had several interviews with Dr. Findlay, who gave him to understand that there should be no inquiry set up. When it came before the Cabinet, and the agreement with Sir Joseph Ward and Mr. Carroll and myself was bluffed, it was then that he consented, if he did consent, to set up the Royal Commission to bluff the deal between me and the Government. Let us have him here on his oath. He knew very well that he could vote for the Royal Commission, and that was

bluffed. I never got the Royal Commission. On the 13th May it was mentioned in the public prints that a Royal Commission was going to be set up, but we never got that. Dr. Findlay is cute enough to say he has no interest, direct or indirect, in the firm of Findlay and Dalziell, who were solicitors for Herrman Lewis. Herrman Lewis was warned in writing by Messrs. Stafford and Treadwell that he had better not interfere with this property, because there was litigation going on, but when Flower's executors transferred the property to him—as you will see, for no consideration whatever—it was then that Dr. Findlay must have voted for the Royal Commission, or else Mr. Treadwell is telling you and me what is untrue. In a letter written at Dr. Findlay's dictation by Paines and Co., solicitors to the New Zealand Government, to the editor of *Truth*, it is set out that Dr. Findlay voted for the inquiry. The fact is concealed that he refused an inquiry two years previously, and that he blocked the sale that Sir Joseph Ward was going to carry out with me, and Mr. Treadwell's letter shows this. The first interview I had with Herrman Lewis was when he stopped me in the street. He said he had bespoke the services of Messrs. Findlay and Dalziell, knowing that there was going to be trouble about the title, but that Dr. Findlay was the man to put it straight. As I said before the Committee, he made a good choice. In the Native Land Bill of 1909 I think there is a clause providing that the Governor may, in the public interest, authorize the dealing in certain blocks of Native lands. Whether it was put there by design or not I cannot say, but there it is. An Order in Council was issued enabling the freehold of this land to be bought. I must ask the Committee to remember that my title was a leasehold. But, as Dr. Findlay sets out, there was a certain amount of litigation between the person whose name was put on the Land Transfer Register, Herrman Lewis, and some people in Hawke's Bay, to whom he could not give any title. Herrman Lewis had been three years in possession and could do nothing with the property. In the House the present Native Minister, in 1911 I think it was, stated that he sat on an inquiry called the Massey inquiry into this Mokau Block. He said that but for the Order in Council there would have been no dealings with the property at all. So far as Herrman Lewis's title was concerned, I believe I could have assailed that successfully, but the transfer to the big company included the leasehold. Had that Order in Council not issued I have no doubt I could have successfully assailed any title Herrman Lewis had, but I maintain that, through the breach of compact by Flower's executors in preventing me dealing with the property, it reverted to the same position that it was in when Mr. Flower died—namely, that they were trustees of the property for me, and it was their representatives here on their behalf who transferred the property to Herrman Lewis. I maintain that when the transfer took place to Herrman Lewis the trusteeship was not dead. I desire to go back to Lord Justice Parker's decision in London. He put the question—and a very natural one—"Who holds this property now?" That was on the motion by the other side to strike out the action as being frivolous. My counsel remarked, "Flower's executors." "But," said the Judge, "I thought they sold it at New Plymouth on the 10th August, 1907." "Yes," was the reply, "but they bought it in at the upset price." His Lordship said that in going through the form of sale they merely passed it from one hand to the other, and if so, as was alleged by Jones, they were his trustees. The claim was for £14,000. He said, "What is the value of this property?" Counsel for me said it was of untold value—"it is an immense coalfield and contains hydraulic limestone." He said the value lay in the minerals. His Lordship looked up and said, "How do you know?" Counsel said, "I belong to New Zealand, and know the proverbial value of this property." That was Mr. Jellicoe, who appeared for Mr. Edmund Buckley, because he was accustomed to New Zealand law. Mr. Jellicoe appeared and Mr. Buckley sat behind him. His Lordship said, "Your contention is to stay the action, but I do not know that I ought to let a vast estate like this to pass. However, I will make the order," and he did so. I was acting under the friendly advice of Sir John Lawson Walton, who with others thought that jurisdiction was out here, and the action I had entered I allowed to lapse. I left instructions with the solicitor I had to consent to its dismissal or to allow it to be dismissed, and the action was dismissed. The Judge here, Sir Robert Stout, says it was dismissed for want of prosecution. That is true technically, because I was prepared to let the action slide and came out here to re-enter it.

14. *Mr. McCallum.*] It was a technical matter. Did you discontinue it?—I think it was dismissed. I have a letter bearing on the point from Mr. Jenkins, managing clerk for the firm of solicitors acting for me in London. It is a most important letter. It is disputed here that Lord Justice Parker expressed the belief that the proper place to try the action was in New Zealand. Mr. Jenkins writes, "I was in the Court and heard the Judge's opinion," and in the margin of his letter Mr. Edmund Buckley writes, "I confirm this." He confirms that the belief was expressed that the jurisdiction was out here. In the Stout-Palmer report it is set out there by the Chief Justice that Jones held that the Judge in England gave a decision on the point. He said, "There is no such decision." I did not say that the Judge gave a decision; I said he merely expressed the opinion. But to show that that did take place Mr. Jenkins writes this letter, and Mr. Edmund Buckley on the margin of it says, "I confirm this." It was so put in the Stout-Palmer report to discredit me and to show that I made statements I could not bear out.

15. *Hon. Captain Tucker.*] Did not the statement of defence which was before Lord Justice Parker set out that defendants would oppose your application on the ground that there was no jurisdiction?—What they said was this: "We shall plead that the jurisdiction is in New Zealand."

16. They did say that that would be one of their means of defence?—Yes; it is in their statement of defence.

17. Lord Justice Parker did express an opinion on that point, although he gave no decision: is that not so?—Yes.

18. But Justice Warrington did not dismiss the action on this ground, but on the ground that you went no further with your action?—Yes. The reason was that I believed there was no jurisdiction. The other side said, "We shall plead that the jurisdiction is in New Zealand."

19. But the judgment of that Court was given because of the non-prosecution of the action?—The dismissal of the action was on that ground.

20. And you say you did not prosecute the action because you thought, had you gone on with it with their plea that there was no jurisdiction there, particularly after the expression of Mr. Justice Parker, you would not have been successful?—I thought it would hold good. But there was a stronger reason besides. They had already obtained a foreclosure order ten years previously over this very property, and could not use it here. It was of no effect. I am told here by one of the High Court Judges that Jones said a decision was given, and I say there is no such decision. The object was to discredit me—that is all about it. I want the Committee to be clear about this. It is quoted from the Stout-Palmer report, page 3: "Mr. Jones undertakes not to apply to Mr. Flower's executors, to the Court here, or in New Zealand, for any further time to delay the registration of the above-mentioned documents, the present extension to the 1st March, 1907, being final." It is also quoted in *Hansard*. "I, the undersigned, Joshua Jones, hereby undertake, pursuant to the order in this action dated the 11th day of August, 1906, to lodge no further caveat with the District Land Registrar in New Zealand in respect of the title to the Mokau property, the subject of this action. Dated this 16th day of November, 1906.—JOSHUA JONES." [Exhibit FF.] Those two documents were threshed out before Lord Justice Parker as a reason why my action should not be upheld. Mr. Ashton, counsel for the other side, dwelt very strongly on the point that I should be prohibited on account of signing those two papers. My agents were selling the property when the damaging report was again circulated all over London. I met Mr. Seward in London, and he said, "I want you." This, you will remember, was during the currency of the mortgage—the time allotted to me to pay—in 1906-7. He showed me a document condemning the coal. I said, "This is the report of ten years ago that Mr. Flower put out." He said, "Yes. Upon the face of this I cannot do anything further with the property, neither will any one else in London." That stopped the sale. Here is a letter that I would like to put in: "32 Southampton Street, Strand, London W.C., 18th July, 1907.—Dear Sirs,—*Re* Mokau Estate: Adverting to your letter informing us of the intended sale of this estate on the 10th August next, we shall be obliged if you will let us have a copy of the particulars of the area to be sold and the conditions of sale forthwith. With regard to the tenants put upon this estate by the late Mr. Wickham Flower, our client instructs us to inform you that he does not in any way admit the validity of their holdings, as the Court of New Zealand has already held that there was no power to mortgagees to grant leases, which decision our client has always maintained as being a correct one.—Yours truly, LEWIN AND COMPANY.—Messrs. Flower and Flower, Mowbray House, Norfolk Street, Strand." Then comes the answer: "Mowbray House, Norfolk Street, Strand, London W.C., 19th July, 1907.—Dear Sirs,—Flower against Jones, Mokau Estate: In reply to your letter of the 18th instant, we will let you have copies of the particulars and conditions of sale as soon as we receive same from our agents in the colony. At present they have not come to hand. We note what you say as to the tenants on the estate, but your client is under a complete misapprehension in the matter. The subleases to the tenants were granted by the late Mr. Flower in conjunction with Mr. Sneath as *absolute owners of the estate*—not as mortgagees—and they had a perfect right as owners to grant such subleases. Subsequently Mr. Flower was registered as the absolute owner of the Block 1F, in respect of portions of which the leases had been granted, and he or his executors remained the absolute owners of the estate until it was conveyed (pursuant to the order of the 27th July, 1904, and the 18th August, 1906) to Mr. Jones by the memorandum of transfer dated the 26th July, 1906.—We are, &c., FLOWER AND FLOWER.—Messrs. Lewin and Company." I ask leave to put in *Hansard*, session 1910, pages 597, 598, 599, and 600. [Exhibit GG.] It contains a speech by Dr. Findlay in the Legislative Council, but it is very important. The Hon. Mr. Jenkinson asked, "Why was the inquiry set up under the Chief Justice and Chief Judge Palmer?" The Hon. Dr. Findlay said, "It was part and parcel of the Native Lands Commission of Inquiry." I deny that it was anything of the sort. It is absolutely incorrect, and in support of my statement I say that a Committee of the House threw out that Stout-Palmer report as being illegal.

21. *Hon. Mr. Paul.*] Where is it stated that the report was thrown out?—You will find it in the Mokau-Mohakatino Block inquiry. Jones was giving evidence and referred to this Stout-Palmer report, when the Chairman said, "We cannot permit you to refer to that." I said "Why?" And he replied, "Because we have discarded it as being an illegal document"; and they mentioned the names of three King's counsel who had given opinions that it was not a legal document—Mr. Hosking, Mr. Skerrett, and Mr. H. D. Bell. I said, "Let it come back, gentlemen, so that I may comment on it"; but they would not do it.

22. Did a Committee of the House ever declare this document to be an illegal document?—Yes.

23. When and where?—Last year, in this Massey inquiry.

24. Three solicitors of high standing may have said it was an illegal document, but that, after all, was a private opinion: I want to know whether a Committee of the House has ever declared that that Stout-Palmer report was an illegal document?—I thoroughly understand the question, and I know it is here. [Native Affairs Committee's Report on Mokau-Mohakatino Block, 1911.]

25. *Hon. the Chairman.*] I think you had better make a note of that and supply the information as soon as you can?—The Chairman of that Committee said, "We will not allow you to refer to it, because it is illegal."

26. *Hon. Mr. Paul.*] I do not want the Chairman's opinion or that of any one else: I want you to find where a Committee of the House has thrown that report out?—I will undertake to produce it.

27. *Hon. Captain Tucker.*] Do you remember what year it was?—It was before the Native Affairs Committee in 1911.

28. **You are quite clear about that, that the Native Affairs Committee of the House last year declared that you could not refer to the Stout-Palmer report because it was—I do not say it, but you do—an illegal document?**—Yes, because it was an illegal document.

29 And you were not allowed to refer to it?—Yes. I wanted the Committee to rule it back so as to enable me to refer to matters in it. The Stout-Palmer Commission was set up to deal with Native lands. The block had passed through the Court, and had gone through all the forms. I draw your particular attention to page 2 of the Stout-Palmer report, where it says, 'It will be noticed that it was said he had entered into negotiations with the Natives for the lease for a term of fifty-six years of the whole block. There does not seem to us to have been any agreement in writing made with the Natives and Joshua Jones for a lease, except for the portion described in the lease of 1882' I say there was an agreement for the whole of the block. This document [Exhibit I] sets out that there was an agreement of lease. I think I told you that I got the capital for working the coal, and that the Natives threw my coal into the river It is commented upon in the Stout-Palmer report, but the document speaks for itself that changed the terms "To Judge Wilson: 1st March, 1887 Greeting: The money for Mr Jones's lease, Mangapohue to the Heads, is £125 The old negotiations have been abandoned. Do you insert this in your document, and reply so that I may know Ended. From Wetere te Rerenga. Wetere was the head chief of this people, and came to me, but it is commented on in the Stout-Palmer report as if there was something wrong about it. The Natives broke my fences, and the people from Australia said, "We cannot embark our money in a thing like this."

30. *Hon. the Chairman.*] Before this discussion on the Stout-Palmer report we had reached the point where you were dealing with the Government, and Sir Joseph Ward gave you a promise as to certain things which Cabinet refused to ratify?—Yes, it was at the time of the late King's death. There was a Cabinet meeting, and they decided to send the matter to a Royal Commission. I then said that Dr Findlay stated in London that he supported the proposal for a Royal Commission Yes, but that was throwing dust in the eyes of the people in London as well as out here. He had said, 'The Government will not set up any inquiry or pass any legislation for Jones's relief' I have produced Mr Treadwell's letter on the subject, written at the time.

FRIDAY, 11TH OCTOBER, 1912

THOMAS WILLIAM FISHER, Under-Secretary for Native Affairs, sworn and examined. (No. 4.)

1. *Hon. the Chairman.*] You understand from the letter you received from this Committee what we require?—Yes, the original document signed by the Native Minister in connection with a certain Proclamation.

2. Can you produce it?—Yes, sir [File produced.] This is the original, and that is Mr Ballance's writing I am satisfied that it is Mr Ballance's signature, and also the Governor's, W F Drummond Jervois. The procedure would be this there would be three or four pulls taken from a rough manuscript, and after being signed by Mr Ballance it would be forwarded to the Governor by Mr Ballance to sign. A rough draft would be made at first.

3. *Mr Bell.*] Would that be minuted by the Minister?—Yes.

Mr Jones This is not the paper That is John Ballance's signature, but this is not the document. The document I speak of was a written paper I think it was in the handwriting of Mr T W Lewis. It was before this was printed. He took me in to Sir Robert Stout, and Sir Robert Stout signed the thing in my presence and asked me some questions with regard to the divisions. This is not the document.

Mr Bell: Is that a copy of the document you saw Sir Robert Stout sign?

Mr Jones: The document signed by Sir Robert Stout was a piece of written paper, not print.

4. *Mr Bell.*] Have you a copy of it, Mr Fisher?—I have not a copy of the rough draft.

5. *Hon. the Chairman.*] Can you find anything else on the file bearing on this point?—I think Mr Jones is confusing it with another memo. in connection with legislation, a memo. signed by the Under-Secretary, Mr Lewis, to the Chief Judge. I think Mr Jones is alluding to the fact that the Under-Secretary for Native Affairs would send the unprinted draft of this on to the Minister These are the memos.: "To the Chief Judge of the Native Land Court.—Will you please read the attached memo. and minutes thereon, and kindly make the necessary alterations in proposed clause.—T W LEWIS, 8/8/85.' Then it follows on Mr Lewis.—If I rightly assume from the memo. of the Hon the Premier that it is desired to validate Mr Jones's lease as concerns the difference between twenty-one and fifty-six years in addition to freeing it from the operation of the Proclamation I would suggest that the schedule be altered as shown. —J.E.M., 8/8/85." Then it goes on, "The Hon. the Minister for Native Affairs.—I think the clause as amended is in accordance with your directions on the minute of the Hon Attorney-General, but as the matter is one of considerable importance I beg to suggest that before the clause is printed it be submitted to Mr Stout.—T W LEWIS, 8/8/85." "Accordingly.—J.B., 10/8/85." "Mr Lewis, for Hon. the Premier.—The clause as amended carries out what I assume is desired. The schedule seems vague—see eastern boundary The approximate area ought, I think, to be stated.—R. STOUT, 11/8/85."

Mr Jones Of course. He questioned me about the eastern boundaries.

Mr McCallum The point is this: it is not the document at all that Sir Robert Stout signed; it is a minute.

Mr Jones It is the authority to print. That is how I read the thing That memo exactly carries out my contention as to the dispute.

JOSHUA JONES further examined. (No. 5.)

1. *Hon. the Chairman.*] Before you go on with your address, can you tell us anything about the various documents you promised to produce? The last one you were to produce is the decision of the Native Affairs Committee, when you said they threw out a certain document as an illegal document?—I could not find it; but immediately I left the room yesterday afternoon I went through the "tunnel" and by permission saw the Prime Minister. I said I would not consult him about the Mokau transaction, but only wished to ask him a question about this document. He said, "Undoubtedly, it is public property—we all knew it was thrown out by the Committee." I asked him if he was sure about it, and he said, "I am quite satisfied." I will ask the Committee to examine Mr. Massey. I want a few words from Mr. Herries and Mr. Massey. I know that they have not any time to waste, but I shall ask that favour. Mr. Massey says it is in the document somewhere, and that he remembers it quite well, that the Stout-Palmer report was thrown out as being illegal. You will assist me by letting me now refer to Mr. Jennings on this very point. He spent a good deal of his time—I think inadvisedly—to injure me in the House, but he relents apparently, for on the 27th October, 1911, he says, "Again, there was Mr. Joshua Jones to be satisfied. And let me say here, in connection with that gentleman—and in my judgment the man has been to some extent placed in a most awkward position—that he had a most exaggerated idea of the value of the land. He said he could get £150,000 for it. But I do think that in face of what was stated by Mr. Dalziell—that he had obtained the opinion of three King's counsel in the Dominion (Mr. Bell, Mr. Hosking, and Mr. Skerrett) to the effect that if the judgment given by Chief Justice Stout and Mr. Judge Palmer had been subjected to legal scrutiny he (Mr. Jones) would not have lost some of his property—Mr. Jones is entitled to some consideration. That is a matter that on the Committee I should have liked to pursue further if time had permitted." That is exactly what I said yesterday.

2. *Hon. Mr. Paul.*] That does not bear out your contention of yesterday. You said that the Committee had declared that the Stout-Palmer report was an illegal document?—Certainly. I maintain it.

3. And you are not yet prepared to find for the Committee that the Native Affairs Committee declared last year that the Stout-Palmer report was an illegal document?—I shall ask Mr. Massey to say that.

4. We do not want Mr. Massey's evidence or that of any one else about that. If the Committee threw it out there would be an official record of its being thrown out. Can you find it?—I was stopped by the Chairman of that Committee. He said, "We will not allow you to refer to that document." I said, "What is the matter?" He said, "We have thrown it out as an illegal document." I there and then said—Mr. Carroll was sitting there—"That gentleman in the House has stated that the ground for issuing the Order in Council that took the land away, the freehold, was based on that illegal document." He said, "What has Mr. Carroll to say about it?"

5. *Hon. the Chairman.*] Can you produce that?—I have not got it yet. I cannot lay my hand on it.

6. *Hon. Mr. Paul.*] You cannot produce it at the moment?—No, not at the moment.

7. *Hon. the Chairman.*] Now, about the letter of Mr. Jenkins that you were to put in?—It is here. [Produced—Exhibit II.] And here is the Court order of the 1st November, 1907. [Exhibit JJ.] I mentioned to the Committee yesterday that, in addition to others, Lord Henn-Collins, Master of the Rolls, was very good to me. Here is a letter written to me by his private secretary, who is his son, on the question of jurisdiction. It was published in an Auckland newspaper about three weeks afterwards. [Exhibit KK.] Here is a letter, dated the 22nd June, 1910, from Messrs. Stafford and Treadwell to the Prime Minister, Sir Joseph Ward, with respect to dealing with the property: "Dear Sir,—*Re* Mokau: Referring to the interview which I had with you on the 2nd instant, and referring to your suggestion that I should put in writing my views with reference to the settlement of this matter, I have to say that some time before seeing you I had an interview with the Solicitor-General, and he stated that he was of opinion—an opinion in which I must say I concur—that the present law did not authorize the appointment of a Commission to investigate the present position of this matter. I may say, however, that Mr. Jones entirely dissents from this view, and that I am only expressing my own opinion on the point. It seems to me, however, that the better way to deal with the matter would be to adopt the course that I previously suggested to the Hon. Mr. Carroll and, I think, to yourself in connection with the matter. That course would be as follows: (1.) The Government to purchase the interests of the Natives. I understand that this can be done for about £15,000. That was the original amount suggested, and if a little more was required I do not see that that need stand in the way of settlement. (2.) That the Government should then take, under the provisions of the Native Land Act, the interests of the lessees compulsorily. This could be done under section 375, and the position then would be that the lessees and the mortgagees of the leases would then be in a position to claim whatever the values of the leases were in the Compensation Court. (3.) That the Crown should make a grant to Mr. Jones of the minerals on and under the block, and give him an area of the surface, that area to be determined by the Crown. It seems to me that in this way the whole of the difficulties in connection with the matter might be got rid of, and I do not doubt, if the Crown were to put the matter to Mr. Jones in something of the way that I suggest, that a reasonable-enough arrangement could be made with him. There is no doubt, apart from all questions of sympathy whatever, that Mr. Jones is entitled to consideration at the hands of the Crown, and I understand from you and also from Mr. Carroll that you would be willing to do anything in reason to bring the matter to a head. You will remember that I showed you, without disclosing the figures, communications from England which, if this arrangement had been carried out some two months ago, would have

put Mr. Jones in an independent position, and practically assured a settlement of this troublesome matter. May I ask you to bring the matter again before Cabinet as you suggested, and see whether something cannot be done to bring the matter to a close.—I have, &c., C. H. TREADWELL." This is the letter I referred to yesterday. When Sir Joseph Ward, on the 8th December, 1912, was leaving for Rotorua, he said if I came and saw him after he came back he would arrange the matter. I said, "Upon what basis?" and he said, "Something on the lines of Mr. Treadwell's letter," and this is the letter he referred to. [Exhibit LL.] It has been contended that there is no power vested in the Crown to set up an inquiry into this matter. I do not agree that there is no power. You will find on the 14th November, 1910, that the matter was discussed in the House, and that Sir Joseph Ward said there was no power, but he was met by the Opposition with, "Well, if you want the power the House will give it to you." But I deny that he wanted the power. The contention was based upon the Ohinemuri decision, but the Ohinemuri decision is not applicable to the Mokau case in any way. The Government were connected with the Mokau troubles. The Crown, Sir Joseph Ward, and others shelter themselves by stating that the Government was not connected with the dispute. I maintain that there was power, and that the Government were interested. The reason they gave was that it was a matter between private parties. I differ from that view entirely. The main difficulty that was created was when the Legislative Council Committee of the 7th October, 1908, recommended that the Government should set up a Royal Commission or other competent tribunal to go into this case. Dr. Findlay said, "No, you shall not have it; the Government will not do it." My contention is that, Dr. Findlay's firm being interested in the matter, he had no right to assume that attitude. I say that the Government were interested in that affair through his action. In the Hine case Sir Joseph Ward endeavoured to get special legislation, and he wrote a letter to the Chief Justice pointing out that if legislation were necessary he would ask Parliament to pass it at once. Here is his memo. [Exhibit MM.] Now, if he could advocate special legislation for that case, surely he could have done it in this. The answer of the Chief Justice was in effect that the Judges did not want to be mixed up in the matter—"Settle your own troubles." What I contend is this: that if Sir Joseph Ward had wanted an inquiry and did not think he had power to set it up, he could have taken the same action in the Mokau case as he did in regard to the Hine charges and have got his Commission set up. Here is a document I will ask leave to put in. The Full Court on the 20th July, 1908, refused to allow me to enter any action on the merits of the case, and also refused me leave to appeal to the Privy Council. On the 1st June, 1911, application was made by counsel for me to enter an action here to get the Court to reconsider it and enter the action again. His Honour the Chief Justice, Sir Robert Stout, sat upon the bench. He gave judgment upon the question of jurisdiction, and refused the application to enter the action here. Mr. Jellicoe appeared for plaintiff. [Exhibit NN.] His Honour refers to the judgment of the 20th July, but he omits to state that that Court, of which he was one, refused to allow me a trial of the action to prove that the defendant prevented me from dealing with the property after the understanding was come to.

8. *Mr. Bell.*] That does not appear to have been alleged before the Full Court?—Because they would not allow me to allege anything. That was the position—you shall not have a trial of the action to prove anything. I will not go away from that. It was tried to be made out that I had got behind the documents I had signed. But I had a right to my action, and when everything was before Lord Justice Parker he said, "I know all about the New Zealand law, but he shall have his trial." We had not put in our full statement of claim then. The suit was allowed to lapse because the Judge expressed the opinion that the jurisdiction lay in New Zealand. He said it was dismissed for want of prosecution. The reason I did not prosecute was because I was on the road out here to enter the action, but the Court here would not allow the action to be tried, and, further, refused me leave to appeal to the Privy Council. They never even called upon counsel for the other side. They said, "Upon the papers before us you shall not have your action; you shall not be heard."

9. They did not refuse your action, they only refused to allow to extend your caveat?—They said, "Remove the caveat—you have no ground for your action." Did that not amount to the same thing? The Chief Justice says so afterwards.

10. *Mr. Statham.*] When you commenced that action in New Zealand where the Judges would not allow you to allege anything, how was it that you did not allege it originally in the statement of claim?—It had not come to the statement of claim. It was the question of the removal of the caveat.

11. You put in certain affidavits when you brought this motion before the Full Court?—No. There was a writ served on me to show cause why I should not remove the caveat.

12. *Mr. Bell.*] And then you filed an affidavit?—I do not think so.

13. *Mr. Statham.*] What you wanted to bring before the Court was this: you wanted to show that this mortgage was given subject to a condition that they should not slander your title?—That is so.

14. Why did you not allege that at the very beginning of the action?—We did not allege that before Lord Justice Parker. That was a matter of evidence.

15. *Mr. Bell.*] Each one of the Judges of the Full Court says that the reason why Jones was not allowed to keep his caveat on pending an action was that no impropriety by Flower's executors was alleged from the date the mortgage was given?—They were wrong in alleging that. I can prove to any impartial jury that these people put this bad report out, as Mr. Flower did ten years previously, the same as was done after the compromise of 1904 and after the mortgage of 1906.

16. But all the Judges seem to have implied that if you had alleged that Flower's executors had committed any impropriety since the mortgage was given it would have been different?—

Although we knew the facts we did not put that before Lord Justice Parker, because it would come out in evidence, and he had not that fact before him when he gave this decision. Here is a thing I cannot understand: on the 1st June, 1911, referring to the decision of 1908, Sir Robert Stout said there was a right of appeal to the Privy Council, and yet they would not let me appeal to the Privy Council. Yet in 1908, when the Court refused to allow the appeal, Sir Robert Stout himself, who was President of the five Judges, said, "Can you give us an instance where an appeal has been allowed in a case which the Court has held to be frivolous?" He says in 1908, "You shall not have an appeal to the Privy Council." In 1911 what does he say? "There was an appeal—why did you not appeal?" and yet the Court would not allow my appeal. It is difficult to reconcile his two statements. One is made before a Court of five Judges, and the other is made when he was sitting as a Puisne Judge. I say that it was not even before Lord Justice Parker. We relied upon our evidence and our facts. My counsel, in addressing the Court on the 1st June last year, said, "I am sure the mortgagee was never considered. I have looked into the papers, and contend there can be no sale unless the mortgagee's conditions were fulfilled, as they were not in fact. They broke their mortgage." The Judge replies, "Even so, you can sue for that breach in England." Mr. Jellicoe said, "I have a right also to sue in New Zealand, and I ask for terms," which he did not get. There was no judgment given in England as to jurisdiction, but the advice given was better than the judgment, because it came from some of the best Judges in England. His Honour, in delivering reserved judgment, held that the Supreme Court had already decided that the property had passed to Herrman Lewis, and that there was no cause of action against the defendants in connection with the land. He said, "It was clear from the affidavits that Jones had undertaken not to delay registration of the documents, and it was also clear that money was due when the property was sold by the Registrar. The sale was made on the 10th August, 1907. There was a suit in England in 1907 about this same property, and it was dismissed for want of prosecution, but not on the ground that the Court had no jurisdiction to entertain it." That is in the decision of Sir Robert Stout of June last. The advice I got in England was that these people got the title in New Zealand, that the property was in New Zealand, and that I should have to come here to enter the action. I have always had great difficulty in getting this matter opened up. The members of the Upper Chamber in 1908—Parliament was just closing and they had scarcely any time—as shown by their report, urged the Government to set up a proper inquiry. They brought up their report on the 2nd of the month, I think, and the House separated on the 9th. In the following year the gentlemen in the Upper Chamber had not much to do, and I spoke to some of them. I then wrote this letter to the Prime Minister: "Zealandia Private Hotel, Clyde Quay, Wellington, 26th October, 1909.—The Right Hon. Sir Joseph Ward, K.C.M.G., P.C.—Sir,—Mokau lands: Referring to interview you granted me yesterday with Mr. Jennings and Mr. Okey, M.P.s, when you stated that you would direct full inquiry to be made into the above matter that was submitted to your notice, I take leave to suggest for your consideration the suitability of the case being completely investigated by the Public Petitions Committee of the Legislative Council that commenced the inquiry in 1908, and only relinquished the same in consequence of the Parliament being on the verge of dissolution. I submit that this course should be acceptable to the Government and all parties concerned, that Committee being independent of all interests, and the large costs invariably attending such inquiries would be saved.—I have, &c., JOSHUA JONES." On the 15th November, 1909, I received this letter from Sir Joseph Ward: "Joshua Jones, Esq., Zealandia Private Hotel, Clyde Quay, Wellington.—Dear Sir,—I am in receipt of your letter of the 26th October, in which you make the suggestion that your case might be completely investigated by the Public Petitions Committee of the Legislative Council. In reply I have to say that the representations you make relative to the matter are noted and will receive consideration.—Yours faithfully, J. G. WARD." [Exhibit OO.] He has been a long time considering. I have not got it yet. I do not want to say anything more, because I think he has been misled in the matter entirely. With the view of carrying out the object of depriving me of my leases the Government employed Mr. Skerrett to act on behalf of the Natives, and he recommended—based on the Stout-Palmer report—that the leases were either void or voidable. In a statement laid on the table of the House, G.–1, 1911, page 2, it says, "The Commission arrive at the conclusion that there were serious doubts as to the validity of the leases, and reported against the proposal that the lands should be disposed of in the manner suggested by the lessee." That is, that the Stout-Palmer report condemned the titles. Mr. Skerrett suggested that "the Native owners of these blocks were entitled to claim damages from the Assurance Fund of the Land Transfer Office, and that accordingly formal notice had, on the 19th April, 1910, been given to the Registrar-General of Lands on behalf of the Natives, claiming £80,000 damages." Now, gentlemen, that is Mr. Skerrett's opinion; but even lawyers fall out, and Mr. H. D. Bell gave an opinion that he did not believe that Mr. Skerrett could possibly have given such an opinion. Mr. Skerrett states that in evidence, but he goes on to criticize me a great deal. He says, "The existing leases reserved a very low rent, and are, generally speaking, disadvantageous to the Natives, apart from the circumstance that they keep the Natives out of possession of the land for some thirty years to come." Now, when these lands were leased to me these very Natives held it would be impossible to say how many hundreds of thousands of acres, but when I entered into the negotiations they owned millions of acres. The Native Land Restrictions Act of 1883 shows that very clearly. When I went there you would not have got any one else to go if you had paid them for it; but this is held out as an inducement to the Government to break the agreement with the Natives. The cry of low rent was to get the Natives to "pull the leg" of the Government.

17. I do not think that could have been the object?—It must have been. The Committee was set up to consider my petition, and these gentlemen were allowed to go there to ignore my

petition and ask the Government to issue an Order in Council to cut the ground from under my feet.

18. *Hon. Mr. George.*] How much rent had you to pay?—£225 per annum for the first half of the term, with rates and taxes, and for the last half of the term £450 for the lease, with rates and taxes.

19. And those rents were paid?—Yes. You must remember that these people did not want money. The Maniapoto owned three or four million acres of land in the King-country, and these Natives are the greatest owners there. As a matter of fact, seeing that they had made peace with Sir George Grey, the Natives wanted to give me this land, but Mr. Sheehan said, "You don't want to take their land." Although the Natives said to Mr. Sheehan and Sir George Grey, "We have plenty of land outside that," those gentlemen said even then it might be a matter of policy not to take it. "You have your lease." Here Mr. Skerrett advises that to get rid of the leases an Order in Council should be issued, and that has upset the whole thing so far as I am concerned. I submit that that was never intended by the Act. It says that if the Governor is so advised that it is in the public interest he may sanction the issue of an Order in Council. There was a question on the Order Paper in the House put by Mr. Okey only three weeks prior to the issue of the Order in Council. The Prime Minister replied that the matter was "now being discussed by Cabinet, and we will let the House know when we have come to a decision." But they did not let the House know. The House rose on the 3rd December, and on the 5th December this Order became sanctioned—two days after—and so members knew nothing about it. And great care was taken that I should know nothing about it. I saw Mr. Carroll, and Sir Joseph Ward shook hands with me two days after the session closed, but they never said anything about it. I knew nothing about the Order in Council until long after. The reason for keeping it dark was this: If I had known anything about it I should have gone direct to the Governor. I am a life member of a Board of which he is chairman, and I know his character well; a more upright man never lived, and he would never have sanctioned this. That is the reason why it was kept from me. [Exhibit PP put in.] I ought to say more about the Order in Council. This was issued on the 15th March, 1911, but not gazetted until the 30th March. It was very carefully kept out, you see. In the interim the fee-simple of this land passed. It has been held that operations under the Order in Council before it was gazetted would not be legal, but the transaction took place eight days before the Order in Council appeared in the *Gazette*. Still, that is a question for the lawyers again. It was not thrown open to the world—it was reserved to Herrman Lewis only, so it was evidently a compact between him and the Government.

20. *Mr. Mander.*] Do you consider that you had a legal right to this property when that Order in Council was issued?—I had an actionable right—I am contending that. What does your Native Minister say? He says the land might never have passed, and people made pots of money out of it, but for the Order in Council, which he contends was illegally issued. My rights were protected already. It is different having Herrman Lewis, who had not a shilling to jingle on a tombstone, and the purchasers. He was supposed to hold the lease, which had passed through the action of Travers and Campbell into his name for no consideration whatever. They are supposed to have sold the property for £14,000, but on the same day mortgaged it back for the same sum, and not a copper was paid. You will find by the evidence of Mr. Dalziell that the purchasers went to Flower's executors and said, "Here, you stick Herrman Lewis's name on the transfer and then we will deal." "Oh, yes." "But you pay the money to us, not to Lewis." So that he was only a dummy.

21. *Hon. the Chairman.*] What is the date of the Order in Council?—15th March, 1911. It was sanctioned by the Government on the 5th December, but Sir Joseph Ward and Dr. Findlay went to England in March and left the issuing of it to Mr. Carroll. But between the issuing and the gazetting the transaction was done. I will ask you to let me read a letter, and I will put it in: "8 Panama Street, Wellington, 10th January, 1908.—Herrman Lewis, Esq., Wellington.—Dear Sir,—*Re* Mokau property: We have been for some years acting for Mr. Joshua Jones in connection with this estate. We understand that an option has been granted to you from Messrs. Travers, Russell, and Campbell on behalf of the executors of the late Mr. Flower, by which they have given you the right to purchase the Mokau Estate. We desire to give you notice that Mr. Jones claims this property is still his. He has commenced an action on a writ dated the 18th November, 1907, claiming the right to redeem, and damages against Mr. Flower's executors, and we give you this notice in order that you may see what the position is as far as Mr. Jones is concerned, and so that you should not be able, should you complete, to plead notice of non-existence of Mr. Jones's interest. Mr. Jones is on his way to New Zealand in the 'Ruapehu,' and will arrive at the beginning of next month. If you care to see the statement of claim in the action we are prepared to show it to you.—Yours faithfully, STAFFORD AND TREADWELL." So there could be no innocent purchaser after that; the notice to him passes to every one else. Here is a note of mine at the back of the letter: "Treadwell had several interviews with Lewis and warned him verbally before the alleged purchase in 1908. Lewis also spoke to me before the alleged purchase, and I warned him of the position. Lewis gave evidence before the Legislative Council Committee in September, 1908, and in reply to the Chairman he said he had paid no money on the purchase. Asked by the Chairman when he proposed to pay for the property, he replied, 'When I can obtain a good title.' Lewis several times (after the purchase) urged me to make terms with him, and the last time he spoke to me he offered me £1,000 down to bind any bargain that might be come to. I replied that if he came near me again I would." [Exhibit QQ.]

22. *Hon. Mr. Anstey.*] Who was it offered you £1,000?—Herrman Lewis. I could not get away from him. I said, "Those persons who got the land are trustees for me." One of the Committee asked me about what funds I had received out of these enormous sums that have been

claimed. The people in England, at the instigation, I think, of Mr. Travers in Wellington, succeeded in making me bankrupt there. Here is a letter which will assist the Committee: "Wellington, New Zealand, 12th December, 1894.—The receiver in the estate of the bankrupt Joshua Jones, No. 995 of 1894.—Sir,—It would be of advantage to the creditors in this estate that an inquiry should be made into the transactions of the bankrupt with his mortgagees in this country, Messrs. Plimmer and Johnston. The former has received nearly £8,000 and the latter £1,600 from the sale of Mr. Jones's property at Mokau, and I am inclined to think that a sum of between £3,000 and £4,000 may be recovered from them, the amount for which the mortgages were given being, to that extent at least, in excess of the amounts actually advanced to Mr. Jones. I am myself his creditor to the extent of about £400, and I should be very glad if a suit for account were instituted against the mortgagees. I am fully conversant with Mr. Jones's affairs, and should be willing to give every assistance in obtaining a proper investigation into his transactions with them. I send this through my agents, Messrs. Flower, Nussey, and Fellowes, for whom I am now acting in relation to the property purchased from the mortgagees.—I am, &c., WILLIAM THOMAS LOCKE TRAVERS." This is the official document with the stamp on the top of it. [Exhibit RR.] In February, 1911, the representative for Taranaki (Mr. Okey) wrote a letter to Sir Joseph Ward urging his attention to this matter, in the interests of the public as well as mine, to try and get a settlement of it. Mr. Grocott, private secretary to Sir Joseph Ward, writes a letter dated 6th March, 1911, in the name of the Prime Minister, three days after Sir Joseph Ward and Dr. Findlay left and were on the water going Home, stating that the matter had been left to the Acting Prime Minister to deal with. Now, according to the date the member for Taranaki should have received that letter on the 7th March, but he did not get it until the 17th. Why? The reason I assigned was this: The Order in Council was not signed until the 15th, and it was perfectly safe to post it to Mr. Okey on the 16th, and he did not get it until the 17th, although he ought to have got it on the 7th. It appears to me that there was an object in keeping that letter back. Having got the signature of the Governor it was perfectly safe—he would not withdraw his signature after giving it. Numbers of times Mr. Okey, in season and out of season, urged the Government to assist me as well as to get a large block of land adjoining his district settled, but any representation he made was not a bit of good—they would not pay any attention to it. I shall have to go back a little. This is a letter, dated at Wellington, 11th November, 1908, which I addressed to Sir Joseph Ward: "Sir,—Mokau lands petition: The Premier is aware of the cause of my appeal to Parliament during last session—namely, that the Law Court of Appeal had given a decision in the case of Herrman Lewis *v.* Jones herein hostile to the defendant, and had refused him leave to appeal to the Privy Council or to enter an action for restitution and accounts. Upon the matter being brought before both Houses of the Dominion Parliament, the Premier in the Lower Chamber and the Attorney-General in the Council, while deprecating any approach under the circumstances to the higher Court of Parliament, replied to honourable members, 'Let Mr. Jones come by petition and have his case inquired into and reported upon by the representatives of the people.' I obeyed this behest, and petitioned both Houses. The Council Committee inquired into the matter, hearing both sides, and brought up a report which was unanimously adopted by the Council—*i.e.*, that the Government appoint a Royal Commission to inquire, and in the meantime take steps to prevent any further dealings with the land. This, I submit, should be clear to the Premier that, notwithstanding the decision of the law-court, the Committee were of opinion that a great wrong had been done to the petitioner. I have reason to believe that the House of Representatives would have come to a similar conclusion, but I understood it was not considered necessary to hold two inquiries. Upon the report being referred to the Government I naturally concluded that steps of relief would follow; but my solicitor, Mr. Treadwell, informed me when Parliament separated that he had seen the Attorney-General, who stated that the Government did not intend to carry out the report of the Committee—they would neither appoint a Royal Commission nor protect the property from further dealings—but some proposals about dealing with the property under the Native Land Board and by arbitrators were stipulated and considered, and the firm of Findlay and Dalziell, solicitors, on behalf of a client named Herrman Lewis, the alleged purchaser of the property, also acting in connection with Travers and Campbell, solicitors for Flower's executors, put forward certain terms that ended in an impossibility to comply with. These terms were, briefly, that I should, as a condition prior to any assistance being given by the Government, consent to the payment to Herrman Lewis from the proceeds of the sale of the land the sum of £11,000, with further probable concession to his benefit of the surplus sale-proceeds of the surface of 50,000 acres land, and also consent to pay the sum of £14,000 to Flower's executors—in all £25,000. I was to receive a 'promise' (only) of certain small freeholds—about one-tenth of the entire estate, and the freehold of all the minerals—quantity unknown. I did endeavour to meet a portion of the terms to some extent, but failure followed owing to further exorbitant demands being made on the 31st October last by Findlay and Dalziell's clients. I would inform the Premier that the Committee intended the inquiry by Royal Commission should be level-handed, untrammelled by conditions for or against either of the parties. It never contemplated the enforced undertaking by me to pay £11,000 and £14,000 respectively. I would further inform the Premier that the alleged purchase by Herrman Lewis was a 'dummy' purchase. He has not paid one penny upon it. He bought it for £14,000, and mortgaged it back the same day for £14,000; therefore the proposed payment to him by me of £11,000 was absolute extortion, and the payment of £14,000 by me to the executors would be more than balanced by counterclaims. I understand the Hon. J. Rigg, M.L.C., has written to the Prime Minister on this subject. The Government should be well aware that it was this interference of Ministers and officials with my negotiations that commenced all my troubles from 1876 to 1892. The fact was proven and admitted before a Royal Commission in 1888. I need not have gone to England

had I not been interfered with. I have been all these years in ruin and my family in misery. I might have hoped for better treatment at this stage. Will the Premier be pleased to let me know whether he will take steps to remedy matters and grant relief?—I beg to remain, &c., JOSHUA JONES." This was never answered. There is a note in the margin, "Delivered personally to the Premier's private secretary, Mr. Hislop." Here is a letter by the member for Taranaki to the Prime Minister, dated Wellington, 5th July, 1910: "My dear Sir Joseph,—*Re* the Mokau land case: Mr. Joshua Jones, who is now in Wellington, informs me that the latest phase of this case is that you were good enough to inform his solicitor, Mr. Treadwell, a short time ago that you would, on or about the 23rd June last, submit a scheme to the Cabinet in the form of purchasing the freehold of this land from the Natives, and under the new Native Land Act dealing with all parties claiming interests through Mr. Jones in the property, and awarding certain concessions to Mr. Jones, subject to the approval of Parliament, vesting the minerals in him, with defined areas of freehold land for his own occupation, that would enable him to communicate with London in reply to certain offers received by him through cable, of which I understand you are aware, to work the minerals and build a harbour at the river-entrance in accordance with the Government survey plans. Mr. Jones now states that neither he nor his solicitor has heard anything further about the matter, and he is, as you may know, in great anxiety respecting it. The people of Taranaki are also very desirous of seeing this block of land settled upon. The Taranaki members of the House, with myself, have been urged by our constituents to endeavour to get a settlement of the case. It is proposed that we should take some action in the House, but before I move in the premises I would feel obliged by your informing me at your earliest convenience whether the Cabinet has arrived at any decision and as to what is proposed to be given effect to, in order that this long-standing grievance might be irrevocably terminated.—I beg to remain, &c., H. OKEY." This is a memo. by myself: "Note: I understand that Mr. Okey's letter was not replied to, and Mr. Treadwell informed me three weeks ago that he had seen the Premier the previous day, who then stated that in consequence of my having moved in Parliament through Mr. Okey the Government would do nothing further to meet my requests; but, incidentally, the Premier mentioned that when the Government had dealt with the land there might be some small sum left in hand that might be handed to me." [Exhibit TT.] The movement by Mr. Okey in the House was on the 27th July, 1910, when he put this notice on the Supplementary Order Paper No. 6 and elicited a reply. [See Exhibit UU.] When this was laid on the table I made some remarks on it. "The replies state that the recommendation was made to the Government and not to the Attorney-General, but I answer that the Attorney-General represented the Government, and he gave the reply to my solicitor when the report was presented that the Government would not appoint a Commission to deal with or investigate the merits of the petition." [Exhibit UU.]

23. *Hon. the Chairman.*] Is not that in your petition?—Yes. I will ask leave to put it in.

TUESDAY, 15TH OCTOBER, 1912.

JOSHUA JONES further examined. (No. 6.)

Witness: The Hon. Mr. Paul asked me at last sitting whether I could tell him which Committee had thrown out the Stout-Palmer report. I do not know whether that is the question.

1. *Hon. Mr. Paul.*] That is it?—It is given on page 137 of the evidence taken before the Native Affairs Committee of 1911 in connection with the Mokau-Mohakatino Block: "Mr. Herries: I think we start from Mr. Herrman Lewis's purchase? Mr. Jones: No. What I was going to say was that you have had before you, and have now, I think—for you have been basing a lot of your inquiries upon it—the Stout-Palmer Commission's report. The Chairman: No; that has come in incidentally, but it has been ruled out as having no bearing on the paper which forms the subject-matter of this inquiry." I say afterwards, "I am sure you will rule it in again to allow me to refer to it," and for that purpose it came before the Committee by special resolution that I should be heard, but in the end they ruled me out again. At page 138 the Hon. Sir J. Carroll asks, "Has there been anything at all in the present proceedings in any way damaging to you? Mr. Jones: Oh, yes. The Stout-Palmer Commission's report is a terrible thing—a thing that would have been burnt in any other community, and the authors of it. The Chairman: We have nothing to do with the report of the Stout-Palmer Commission. Mr. Jones: Permit me. All this trouble is based upon the allegations in the report of the Commission that Jones's leases are voidable, and this report with regard to these Native leases has been terrible. The Chairman: My answer to that, on behalf of the Committee, is that, if you feel that, you should petition Parliament to give you an inquiry with regard to the finding of that Commission. We have nothing to do with that." After some further remarks Mr. Carroll says, "I think all the legal profession agree that they do not place much value on the Stout-Palmer Commission's report." I did not make the statement without having ground for it, but the report was not applicable to the Mokau leases at all. The Stout-Palmer Commission's report was in reference to inquiry into Native lands occupied or unoccupied. This was not Native land, but land held under a Land Transfer title, and they had no more jurisdiction over it than a fly. Mr. Dalziell, at page 102 of the evidence, says, "I should like to say at this stage that the Commission had no jurisdiction whatever to try the question of the title to these leases." That, I think, justified me in saying what I did.

2. The extracts that you have read this morning do not say that the Stout-Palmer report was an illegal document, but that it was ruled out by the Committee as being irrelevant?—That is the fact; but my contention is that it was illegal from the inception. There was no power for them to deal with that block.

3. *Hon. the Chairman.*] There is no need to pursue that point further; we can all judge on the facts?—When the agreement was made between Sir Joseph Ward and Sir James Carroll and myself in the presence of Mr. Treadwell, in April, 1910, that they would purchase the property and then deal with me, Sir Joseph Ward went to Invercargill, saying that he had left word for Mr. Carroll to see him. At an interview that took place with Mr. Carroll afterwards he said, "You write a letter for me to give to Sir Joseph Ward, so that he can cable to London accepting the terms in connection with the harbour." I would like to put this in: After the decision of the Full Court here, in July, 1908, I waited on the Prime Minister with Mr. Jennings, and submitted the matter to him. He said, "You had better petition Parliament." A few days later, on the 26th August, 1908, in the House, Mr. Jennings asked the Premier "Whether in view of the facts—(*a*) That Mr. Justice Parker, in England, intimated that in his opinion the High Court of Justice in England had no jurisdiction to entertain a suit for the redemption of the Mokau leaseholds, the property of Mr. Joshua Jones; (*b*) that the Supreme Court of New Zealand has expressed a contrary opinion, refusing leave to appeal; and (*c*) that grave injustice is suffered by Mr. Jones in the connection—the Government will introduce legislation to give him relief? The Right Hon. Sir J. G. Ward (Prime Minister) replied: The course suggested of legislation to settle a decision of the Courts of justice is one involving such grave issues that I regret no promise in the direction indicated can be made. The better course for Mr. Jones to follow would be to petition Parliament, so that his evidence may be taken and his case reported upon by the representatives of the people." [*Hansard*, 1908, p. 391—Exhibit VV.] I will put that in, because at the conversation we had with him Sir Joseph Ward said he would gladly act upon any recommendation. It might save a good deal of time if I ask the Committee to take Jones's evidence, pages 6 to 14, from the inquiry into the Mokau-Mohakatino Block, 1911, and his statements given in pages 139 to 147. With your permission I will put in this plan, which will answer two questions. [Plan in connection with the Native Lands Restriction Act of 1884—Exhibit WW.] The object is this: it will show that when I went into that country with my party there were no lands taken up at all, and it will show the boundaries of the block. The only piece of land purchased many years previously by the Government was on behalf of Judge Rogan, and the Government could not occupy it. It lies between Mokau and Kawhia. Here is the statute appertaining to the land. It necessitated a special Act of Parliament in 1884 to release my lands, which had been unintentionally included. There is another point it serves. In the Stout-Palmer report it is said that the Mokau Natives owning as a hapu had little or no lands left. When I went into that block they owned all this land near Morikupa to the Main Trunk line [place pointed out on map.] They have any amount of land left. The land was worth 3s. per acre when the Government bought, but the Natives have land there now worth £30 per acre. I desire to put in *Hansard*, 1908, page 279. The Hon. Mr. McCardle moved a motion kindred to what Mr. Jennings had asked the Prime Minister in the Lower House. A number of members spoke on the motion, and the Hon. Dr. Findlay replied as follows: "The Council was probably entitled to ask that the Government should as early as possible give some expression of its intention in regard to this matter. The course was open to Mr. Jones to petition in the ordinary way and have his case heard fully on that petition. He understood that some such step had been taken, but, if not, it was still open to Mr. Jones to have the rights or the wrongs of the matter fully investigated and ventilated, and some recommendation made regarding it by a Committee. On general principles, however, he thought that it was an exceedingly unwise precedent for Parliament to step in in the way suggested and interfere after the highest Court in the country had decided the legal rights of the parties. If they once began to take the side of a defeated litigant—and a defeated litigant had always some justice on his side, or thought so—to restore to him the property he had lost, after the fullest investigation by a Court, they would require a special Parliament to attend to nothing else; and, speaking for himself—because this matter had not been referred to the Government—he thought it would be an exceedingly dangerous thing indeed in such cases as the present one to start legislation to restore rights which the highest Court had decided had been lost, without fraud on any one's part, by Mr. Jones. While he should submit the matter to his colleagues, in deference to the motion—— An Hon. Member: It is not passed yet. The Hon. Dr. Findlay: Of course, only if it passed. At the same time, he wished honourable members to share with him the view that they should not encourage this kind of recourse to Parliament. Where rights had been defeated in some wholly unexpected or unfair way they had some precedent for such recourse. It would take the Hon. Mr. McCardle himself, or any one else, more than a whole afternoon to even outline the history of this matter; and, if it were outlined, it would then be seen that Mr. Jones's claim was not as clear and plain as the Hon. Mr. McCardle thought it would be. Personally, he was opposed to Parliament interfering in cases of this kind. The Courts were open to those who wished to defend their property: these had been invoked by Mr. Jones; he had been defeated, and he (Hon. the Attorney-General) said that it was unconstitutional to come to Parliament and ask it to interfere in such a case as this. For that reason he thought the motion should not be passed." There was a debate, and on the understanding that Jones could present a petition Mr. McCardle withdrew his motion. [Exhibit XX.] The point is that at the time Dr. Findlay made that speech his firm were acting as solicitors for the owners of the property. I might say that I did act as he suggested. I did petition the House, and the Committee recommended that an inquiry should be set up, and that in the meantime the Government should hold the property from any further dealings. As I will show you a little further on, immediately the Committee reported Dr. Findlay informed my solicitor that there should be no inquiry and that no effect should be given to the report of the Committee, notwithstanding that the Prime Minister had advised me to petition Parliament, and would be glad to act on any recommendation. In 1910 I petitioned the Lower House. Immediately

my petition was presented and laid on the table Dr. Findlay makes another speech—remember, while the matter was *sub judice*, before it was inquired into—and I think the Attorney-General should have known better. On the 17th August, 1910, he made a Ministerial statement. [*Hansard*, No. 15, 1910, p. 597—Exhibit HH.] Following this speech, the next day a great red placard was posted all over Wellington in reference to it, and in the *New Zealand Times* an evidently inspired article appeared. Dr. Findlay says that Jones signed an undertaking to lodge no further caveat in New Zealand in respect of the title to the Mokau property and another one referred to in the Stout-Palmer report; but Jones gave the undertaking on the understanding that the executors would not put out false reports in respect to the property, and when this was laid before Lord Justice Parker he said, "This is a stronger reason why the man should have his action." It is laid down here very clearly that Herrman Lewis bought this property from the Registrar direct. He did not do anything of the sort. There was no bidding at the sale, and the property fell to the executors at the upset price. It subsequently became transferred to Herrman Lewis by the executors.

4. *Hon. Mr. Luke.*] Did not Herrman Lewis bid at the auction?—No, he knew nothing about it.

5. He was not present at the auction?—No, sir.

6. *Hon. Mr. Paul.*] Are you sure that Herrman Lewis knew nothing about it?—I could not take my oath on that; but he says so himself. He says he knew nothing about the property until Messrs. Travers and Campbell put him on to it. I think you know that five Judges of the Court here gave a decision contrary to me, and that decision caused me to petition Parliament. Dr. Findlay said, "I am entitled to say that I supported that motion for the setting-up of the Commission." My information is that he did nothing of the kind; my information is that he opposed it. Immediately the Committee reported and the report was laid on the table I sent my solicitor, Mr. Treadwell, to him to ask him that the Government should hold the property and set up an inquiry. Mr. Treadwell returned to me and said, "I have seen Dr. Findlay, and he says you shall have no inquiry, neither would the Government protect the property. He has put terms to me on behalf of Herrman Lewis." I said, "What the deuce has he got to do with Herrman Lewis?" and Mr. Treadwell said, "He says his firm of solicitors act for him." Dr. Findlay said he supported the motion for the setting-up of the inquiry—it is quoted here in a London newspaper through Dr. Findlay's own solicitors, Paines and Co. It is in a paper called the London *Truth*. *Truth* says, "Looking into Dr. Findlay's own version of his attitude on the question of the inquiry, I find that in the Legislative Council, 17th August, 1910, he said, 'The Government decided to set up a Royal Commission, and I am entitled to say that I supported that motion for setting up the Commission. Instructions were given to the Crown Law Office to carry out the necessary details; but the present Solicitor-General pointed out that a Royal Commission, in the circumstances I have referred to, could not be set up.' It was this statement which evoked the remark in my first article that apparently the junior Law Officer overruled the Attorney-General. In his evidence before the parliamentary Committee (September, 1910) Dr. Findlay dealt with the matter somewhat differently. Speaking of the report of the 1908 Committee he said, 'That recommendation (for the appointment of a Royal Commission) went to the Cabinet. My point is that I gave no expression of opinion to my colleagues about it. I made no attempt to block it. I am charged with opposing, blocking, and obstructing this inquiry, but, as you see, I had nothing to do with it. . . . An application was made to me on a busy day in October, 1908, to see two lawyers—the one was Mr. Treadwell (at that time Mr. Jones's solicitor) and the other my partner. The Committee's report on the matter was then before the Cabinet. . . . I told them that I would not advise the Cabinet to set up a Royal Commission, and that I did not believe they would do it. I repeat that now. I claim that I was as free to arrive at a conclusion as any member of the Cabinet.'" He said he voted for it, and what does he say now?

7. *Hon. Mr. Anstey.*] What is the original authority for that extract in *Truth*?—Sir Joseph Ward, in London, wrote as follows to *Truth*, stating that the writer of the article in *Truth* of the 17th May, 1911, "has obviously been misinformed regarding both the facts and the legal position of this matter," and added, "The inferences and imputations contained in the article against my Government, and particularly against the Attorney-General, are absolutely without foundation, as reference to the shorthand record of the evidence taken by the last parliamentary Committee, who fully investigated this matter, abundantly proves." That is the ground for this article; but there were two other articles before that. Sir Joseph Ward repudiates the whole thing. Dr. Findlay writes to Paines and Co., and they write a long letter to the editor of *Truth*. [See Exhibit YY.]

8. Where is this admitted—I want the original?—This is quoted from the original. The writer says, "I find that in the Legislative Council, 17th August, 1910, he (Dr. Findlay) said, 'The Government decided to set up a Royal Commission, and I am entitled to say that I supported that motion for setting up the Commission.'"

9. *Hon. the Chairman.*] In what New Zealand record can this statement be found referred to in the paper you are reading?—He points it out in the Legislative Council proceedings.

10. *Hon. Mr. Anstey.*] You quote a newspaper article where it is stated that Dr. Findlay admits that he opposed it. Where is the original showing that Dr. Findlay opposed it?—Here. "In his evidence before the parliamentary Committee (28th September, 1910) Dr. Findlay dealt with the matter somewhat differently. Speaking of the report of the 1908 Committee, he said, 'That recommendation (for the appointment of a Royal Commission) went to the Cabinet,' &c." Mr. Anstey asks me if I can find the original in a parliamentary paper. I say Yes, the A to L Committee report of 1910, page 16. Dr. Findlay says, "An application was made to me on a busy day in October, 1908, to see two lawyers—the one was Mr. Treadwell and the other my

partner. The Committee's report on the matter was then before Cabinet. I was asked to see Mr. Treadwell and Mr. Dalziell. I saw both these lawyers. I should like to have an opportunity of cross-examining these lawyers as to what took place at the interview, because this interview has been used to reflect upon me seriously and professionally. I reminded them that the matter was before Cabinet. I told them that I would not advise the Cabinet to set up a Royal Commission, and that I did not think they would do it. I repeat that now. I claim that I was as free to arrive at a conclusion as any member of the Cabinet." Is that correct? He goes on, "I told these men to their faces that in my opinion there was no case in which such a Commission has been set up." That is what *Truth* copied from. I invite your attention to the letter I wrote to Mr. Treadwell on the 24th October, 1908, and his reply of the 29th October, in which he says, "The writer several times saw the Attorney-General with reference to the matter, and a perfectly plain intimation was given to him by Dr. Findlay that the Government would not either appoint a Commission to deal with or investigate the allegations in the petition" (see exhibits). Here Dr. Findlay says he supported the setting-up of a Royal Commission. Mr. Treadwell up to the time of the A to L Committee's report was for me, but he was brought there by Dr. Findlay as a witness. At that Committee Dr. Findlay examined Mr. Treadwell (see evidence taken before the A to L Committee, pages 23, 24, and 25). Now, gentlemen, his evidence is as deliberately untrue as anything could be. He said he could not fall out with Dr. Findlay. The fact is that for many years Mr. Treadwell has been connected with two Departments of the Government—the Government Insurance Department and the Public Trust Office—and for four or five years Dr. Findlay was head of the Departments. Here is another thing: Mr. Treadwell was asked, "What money has been paid to you by Jones?" and he said, "I have had no money at all." "I suppose money had to be paid in connection with the Supreme Court?" "Just a pound here and a pound there. I have no doubt that Mr. Jones, if he gets a satisfactory settlement, will settle up with me. I believe he has a good equitable and moral claim that ought to be settled." Well, when I came from London there was a good deal to be done out here, and Mr. Treadwell cabled to my London solicitors, "Will you guarantee our costs?" The answer was "Yes." When I came out Mr. Treadwell asked me about the costs, and I said, "Have you not been paid them?" and he said "No." I then said, "Send your account Home"; and he got the money out.

Mr. Bell: It seems to me, as far as I can arrive at it, that whether the Government was right or wrong in refusing the Royal Commission does not affect your position. If you were entitled to an inquiry you are entitled to it. It cannot do you any good or any harm going into the matter.

Hon. the Chairman: I suggested to Mr. Jones privately that he should try and wind up his case as soon as possible, because members have the right to question him, and will extract from him any deficiencies in his original statement. By that means we are likely to get further ahead than we are doing by his present method. But I did not like to check him.

Witness: I am thankful to you, gentlemen, and I am sure you are all very patient with me. But it is set out in this letter of Paines and Co. to *Truth* that Mr. Jones's own solicitor refused to act for him. I did not ask him to act for me in that Committee. I felt that he would not quarrel with his bread and butter. Dr. Findlay said, "Look at what his solicitor, Mr. Treadwell, says." I have shown that Mr. Treadwell did get his money. About eighteen months ago he said something to me about costs, and I said, "Here's an I.O.U. for £1,000." He said, "I thank you very much; that is very liberal of you." Another year passed away, and I asked him what he was going to do. He said, "What extra costs will you give me if I settle the matter this time?" and I said, "I will give you another £1,000 if you will settle it." Why does he as a barrister not put these things out?

11. *Mr. Bell.*] Have you paid the I.O.U.s?—No, I have not. I have all along contended with regard to Herrman Lewis that he was a dummy in the case. He paid nothing on the purchase of the property, and gave the mortgage back the same day. Mr. Dalziell, on page 100 of the Mokau-Mohakatino Block evidence, 1911, says, "Mr. Lewis was not in a position to finance the purchase of the leases from the trustees unless he could get such a title as he could borrow upon. I mean that, in view of the doubt thrown upon his title, he was not in a position to finance the purchase, because he had not sufficient funds with which to finance the purchase independently of the value of the leasehold." That shows that they transferred the property to a penniless man—there is no question about it. There was an alleged sale by Herrman Lewis, but the purchasers dealt direct with the executors; they would not pay the money out through their solicitors, Messrs. Moorhouse and Hadfield, until Herrman Lewis's name was on the register, and he did not handle the money. He was a dummy, and they put his name on the register to enable the Hawke's Bay people to go into it. Here is what Mr. Campbell, of Messrs. Travers and Campbell, says: "The property has passed to Mr. Lewis, who has given us a mortgage for £14,000 over the property, and, in addition, we have certain other security. So far as there being any collusion between Mr. Lewis and Flower's executors, I give that a most unqualified denial. Mr. Lewis is the absolute owner of this property and we are simply the mortgagees, and when we get our £14,000 we shall have nothing more to do with it." "Hon Mr. Luke: Was there any cash deposited?" "There was a certain amount deposited with another firm of solicitors."

12. *Hon. the Chairman.*] What are you quoting from?—The report of the Committee of 1908. Further on in the report the Chairman asks Mr. Lewis, "Have you any statement to make?" "Mr. Lewis: I have only this to say, Mr. Chairman, that prior to November, 1907, I knew nothing whatever about this Mokau property. Mr. Orr happened to have some business in our office and mentioned to me something about this property, and I went into the matter. As far as collusion goes it is untrue." Further on the Chairman says, "Well, Mr. Lewis, tell

us how you came to buy the property"; and Mr. Lewis replied, "Mr. Orr mentioned it to me, as I have explained." On page 124 of the 1911 report on the Mokau-Mohakatino Block, Lewis states as clearly as can be—you must remember that Mr. Orr is in Messrs. Travers, Campbell, and Peacock's office, and that they are the agents for the London executors—"I bought the property through Mr. Campbell, of Travers, Campbell, and Peacock." Question 7: "He was acting as your solicitor as well as the solicitor for the sellers?—At that time. In fact, I purchased the property on his recommendation." He was the agent for the London executors and puts that dummy in, and whatever money is paid he never lets Herrman Lewis handle it. Is not this collusion—to hand the property over to a man without a penny? Mr. Lewis owed Macarthy money for other property, but whatever money he owed Macarthy had double security for it, and it was merely a trick to hand the Mokau property over to him. It is one of the most criminal proceedings ever known. The man Flower was held to be guilty in London, and here are three newspapers which report the proceedings. [Exhibits ZZ.] From that conviction Flower appealed to the Full Bench of Judges, and the position is set out in a book which I have already put in. There was tremendous power behind this man Flower. The London *Times*, which always reports the law cases, does not report it. Flower's friends amongst the shareholders are a large element in the *Times*, and they kept it out. I referred this to the Court, and the Judge ordered the *Times* to be taken off the files of the office. There was no document made out in the form of an order. If you were to go and look for a record of the decision you would not find it, and it is all set out in the book I have put in, the *Westminster Gazette*, which points out that of these two important decisions not a word is set out in the law reports. There is a gentleman here named H. D. Bell, who gives a legal opinion under his own signature. Will you take that?

13. I will take anything you like to put in. The Committee will decide afterwards as to its value for the purpose of our inquiry. It is a letter addressed to the editor of the *New Zealand Times*, dated 21st July, 1911?—This letter is of great importance to the inquiry. [Exhibit BBB.] The object of issuing the Order in Council to which Mr. Bell refers was simply done to frustrate me and to assist the other side. There is no doubt about that. I do not think that has been denied. I wish to put this in. [Exhibit CCC.] Mr. Travers said in the newspapers that Jones went to London and introduced himself to his agents. I landed in London in 1893, and wired him to Wellington. In this letter of the 26th January, 1893, from Wellington, he writes, "I sincerely hope that you will get through all your troubles, and I feel assured that those who helped you to do so will never have any reason to repent it.—I remain, &c., Wm. T. Locke Travers." Then he goes and writes to the papers here and says I palmed myself off on his agents. I can tell you truthfully that I spent six weeks before I came to Wellington writing up a synopsis of the case which I could lay before you. I sent it to a lawyer here, and he lost it. It was a lucky thing I had it registered, or he might have said that he never received it. I do not cast any blame on him, however.

14. Is there anything further you wish to say?—I think probably you can better satisfy yourself on any point by asking me questions.

15. *Hon. Mr. George.*] In 1877–78 there was a large meeting at Kokai?—Yes.

16. At that meeting you say you were of considerable assistance to the Government?—At Waitara I did more.

17. You said that that was the cause of Mr. Sheehan making you certain terms?—Yes.

18. In 1888 the Hon. Major Atkinson was in power and the Government passed the Mokau-Mohakatino Special Act for you, and they stated that the Court was to issue a certificate of title: did you get your title then?—Yes, the Act of 1885 and then 1888.

19. Therefore the Atkinson Government carried out to you the promise made by the Grey Government in 1878—that is, you have got your title to the block you were after?—Yes, they did not go back on what had been done by the previous gentlemen.

Wednesday, 16th October, 1912.

Joshua Jones further examined. (No. 7.)

Witness: I ask permission to put in a few documents. This is the order of the High Court of Justice, King's Bench Division, 1904. [Exhibit DDD.] This is correspondence showing the offer of purchase made in London and Mr. Flower's refusal of the money. [Exhibit EEE.] This is correspondence I had with Sir Joseph Ward after I saw that the Stout-Palmer Commission was set up to inquire into the matter—two months after. [Exhibit FFF.] This is an authority from me to Messrs. Stafford and Treadwell to negotiate for the sale of the property to the Government. [Exhibit GGG.] It was for the sale of the Mokau Estate on the basis of the valuation. Here is the Order in Council dated the 30th March, 1911, in both languages. [Exhibit HHH.] Here is the original Press Association cable from London to New Zealand showing that the Judge refused to stay the action Jones *v.* Executors of the late Mr. Flower, declining to recognize the action as frivolous. He directed the case to proceed. [Exhibit III.] The next is a question asked by Mr. Okey of the Prime Minister as to whether he would set up a Commission to inquire into the case of Mr. Jones. The Prime Minister said, "The report of the Committee on the subject was now before Cabinet, and he would be glad to intimate the decision arrived at at as early a date as possible." He did not tell the House, but issued the Order in Council instead. [Exhibit JJJ.] This is a memo. showing that the Natives would be able to run their cattle on the property without any charge. They had acknowledged my right to the property. [Exhibit KKK.] I understood from Mr. Bell yesterday that any refusals of inquiry in the past were not to be recognized—that it was the inquiry now on which the Committee were standing.

My contention is that your inquiry extends over the various times that the Government have prohibited my obtaining an inquiry, from 1908.

1. *Mr. Bell.*] I do not think you quite understood me about that. You were complaining about the refusal of Dr. Findlay, as to whether or not he supported the setting-up of a Royal Commission, and you said he had really opposed it, although he had said he was in favour of it. I said that I did not see how that could affect your position now?—Look at the losses I have suffered. That is the point I wish to bring before you.

2. You say the Commission was not set up and that there was loss to you, but it does not matter whether Dr. Findlay or any one else in the Cabinet did it, so far as we are concerned. That is what I meant to say?—I misunderstood you.

3. I want you to understand that I am not cross-examining you or acting in a hostile way towards you; I only want to get your story from you?—Well, I have nothing to hide.

4. After you started negotiating with these Natives I understand you performed some services for the Government, and the Government in return agreed to assist you in your negotiations?—That is the effect of it, sir.

5. Then you proceeded with your negotiations until the Restriction Act of 1884 blocked your dealings?—That is so.

6. So you went to Parliament in 1885 and got the Special Powers and Contracts Act passed?—That is so.

7. Which put you right?—Yes.

8. But the Native Land Court held that an Act subsequently passed in 1886 again interfered with your rights?—That is correct; but I want to explain that reply.

9. You got a Royal Commission set up in 1888 to inquire into that position. You came and complained that the Act of 1886 was held to be blocking you, and the Commission was set up in 1888 to inquire into the matter?—That is so.

10. And in 1888 an Act was passed which put you right again?—Yes, the private Act of 1888.

11. So that at the end of 1888 you had nothing to complain of—you yourself said that you did not think it was necessary for the Government to provide you with any compensation, because the Act of 1888 had made your title good and so did away with all hindrances?—I claimed a couple of thousand pounds.

12. But you agreed in the end not to take it?—On the passing of the Act Sir Harry Atkinson said, "You put your claim in and I will see what I can do for you." I said, "Give me the statute and I will not claim anything."

13. You have nothing to complain of before 1888?—For several years I was prevented from going on with my surveys, as the Commission of 1888 found.

14. You accepted the statute of 1888 as a complete settlement of the whole thing?—That is so.

15. Therefore we need not go into that?—My reply is this: there was a finality then, there is no doubt, and I could have got on well before that but for the troubles. I am now asking Parliament and this Committee to take all that into consideration.

16. Your position is this: that in 1888 you admit there was finality, but you say that you had conceded a good deal to the Government then, and that that fact ought to be taken into consideration in considering your petition now?—Yes, if you please.

17. After the Act of 1888 you completed your title?—Some of the signatures had not been obtained, and I think some have not yet been obtained; but they were sufficiently complete for me to start working.

18. Before you went to England you had, in regard to liabilities on the place, an amount to the extent of nearly £8,000?—That is so.

19. Had you given a mortgage?—Yes.

20. Then you went to England and endeavoured to get Mr. Flower to lend you the money to pay off the mortgages, and to assist you to float the whole concern into a company?—That is so. He was to get a thousand guineas for his assistance.

21. You say that Mr. Flower turned you down—you say he swindled you—and as a matter of fact bought the property in for himself?—He said he bought it for himself and not for me.

22. Then your complaint was against Mr. Flower and not against the Government?—At that time that is the true position.

23. You took proceedings to have Mr. Flower declared your trustee?—That is so.

24. And the effect of these proceedings was, according to you, to make him a trustee?—Not according to me. The High Court of England said that he was guilty of malpractice as a solicitor.

25. Mr. Flower meanwhile, after buying the property, sent out an expert to examine the coal?—Yes, a man named Wales.

26. That man, according to you, made an incomplete survey and was rarely on the property at all, you say. It is set out in the petition?—He was only eleven days in the neighbourhood.

27. We will assume that his report was absolutely wrong—I only want to get it from you that the report was made?—Yes.

28. That report has been a source of considerable trouble in London since?—Mr. Flower put it into Mr. Hopkinson's hands. It was, in reality, Mr. Flower who circulated it.

29. I take it that Mr. Flower, having bought the property here in his own name and still contended that the property was his, was endeavouring to block your operations with the West Australian Mining Company, because he thought if you had that company behind you you would be able to bring sufficient pressure to bear to oust him?—To knock him over, yes. It is in the last document I put in this morning.

30. You brought, in 1904, an action against Mr. Flower's executors?—That is so—not for the property, but for slander of title.

31. And, as a matter of fact, you know, I suppose, that slander of title is a legal method of establishing a title—that is the object of it?—That is so, sir.

32. That action was compromised?—Yes. The form of compromise was this—they threw it up. I did not go to them to compromise.

33. They offered to compromise?—Yes.

34. And it appeared to you and your counsel that if you went on with the action and succeeded the defendants were not worth powder and shot?—Yes.

35. And Sir John Lawson Walton was your counsel, and advised you to compromise?—Yes; they said, "If you get a verdict what is the good of going on; they have no means." There were three conditions in the compromise I objected to.

36. The first was that you objected to the tenancies created by Mr. Flower?—Yes, it was part of the order.

37. On that point the other side gave in—it was a compromise in the Judge's room, and the other side gave way?—Yes.

38. The second point you objected to was the land being under the Land Transfer Act, because you said it should have been under your special Act, and you gave in?—Yes; I was selling then, and it would not matter under which Act they registered.

39. The third point was that they might again circulate this damaging report?—That is so, and I stood on that, and they went to the Judge's room a second time. I could not trust Mr. Flower's executors, nor Mr. Travers in Wellington.

40. We need not worry about the tenancies effected by Flower's executors, because I do not think it affects the question now?—I do not agree with that. Supposing Parliament gives me a statute I shall oust every tenant on the property.

41. Now, according to you, the defendants agreed never again to circulate this damaging report?—Mr. Duke did on their behalf.

42. And they agreed that if the damaging report were circulated the whole compromise should become null and void?—Absolutely. They came back, and the Judge said that that went without saying. "If they damn you again the Court will give you relief and hold the compact void." Then I signed.

43. Assuming that to be the whole of the compact, again you were satisfied with your position—the whole thing was settled again?—That is so.

44. But you were not in quite as good a position as you were in 1888?—That is correct.

45. I want to go back to the compromise: I want to point out that the most essential part of that compact for the purpose of considering what subsequently happened is that part which says they are not to circulate the damaging report?—That is so.

46. I want to point out to you that that most important part of the compact is not included in the order which was drawn up as the result of the compromise?—No, I do not assume that it is, because Mr. Duke, Sir John Lawson Walton, and the Judge agreed to it as a question of law. The Judge said, "It goes without saying; they revert back to their present positions." You must understand that the contract was with Wickham Flower only, although it was for the defendants. He was the only holder of the legal estate, and he was trustee for me.

47. Was any note taken of this compact at all?—I do not think so. The jury were kept for an hour in the box while this was going on.

48. I am not taking up a hostile position in saying this, but there is a hurdle that you have to get over. You will agree that that is a most important part of the compact?—I agree with you, but I will show you that if that were not in it it would still be destroyed.

49. I do not say I do not agree with you, but I say you have the hurdle to get over that there was no record of this compact made?—The two barristers and the Judge held that that was a question of law.

50. I think you must be under a misapprehension as to its being a question of law. I made 1888 as a stopping-point because that reached finality. In 1904 you again reached finality, and had the compact not been broken you would now have nothing to say?—I should have sold out. I put the prospectus of the company in.

51. In 1904 your complaint was not against the Government, but against Mr. Flower's executors?—The Government had nothing to do with it then.

52. You say in 1904 Flower's executors again circulated this report?—That had been circulated eight years previously.

53. Do you know in what year it was circulated?—I think it was in 1907. I met a man in Bishopsgate Street who told me of it.

54. It is important, because in 1906 you signed these documents that you would not put anything in the way of the registration?—That is so.

55. So that if you knew anything of it in 1906 it would put a different complexion on it. I want you to remember what date it was—whether it was 1906 or 1907?—It was during the current year of the mortgage and the extension added for £500.

56. But you did not give the mortgage until 1906?—Yes.

57. At the time you signed the mortgage you did not know that the damaging report had been circulated?—No.

58. Had you signed these undertakings not to stand in the way of registration at the time you signed the mortgage or at the time of the extension?—I think it was about the time of the extension.

59. When you signed these documents did you know that these damaging reports had been circulated?—Certainly not. If I had I should immediately have gone to counsel about it. I

should have said, "I am not going to sign these documents because you have circulated these reports again." That fact is set out in a statement of claim in the action now that is in England. I put it in.

60. You did not pay the mortgage because you said the damaging report had prevented you making financial arrangements?—That is so.

61. Had the damaging report not been circulated you could not have complained about Flower's executors selling you up if you had not been able to pay the mortgage?—They were within their rights if they had not circulated that report.

62. Do you say that, because they circulated the damaging reports, the whole of the compact entered into in 1904 was null and void?—The Court would make it null and void.

63. And, therefore, you are entitled to redemption of the mortgage?—That is so.

64. You commenced an action in England for redemption of mortgage?—Yes, in the Chancery Court.

65. You have put in the statement of defence in that action, but have you got a statement of claim?—The statement of claim was put in after I left England.

66. You put in a statement of defence?—That is their defence.

67. Have you got a copy of the claim that was put in for you?—No.

68. Now, the whole ground of that action was the circulation of this damaging report by Flower's executors, and yet—here is another hurdle—it seems clear to me that your statement of claim says nothing about the damaging report?—That was threshed out before Lord Justice Parker. He did not know exactly what they had done, but they put these documents I have signed before Lord Justice Parker that I would not interfere with the registration nor ask for a further extension of time. Lord Justice Parker said, "I admit these documents, but that is a good reason why he should have his action. If this is the man who has had all this litigation you may find that he will show some reason for ignoring what he has signed."

69. If you start to upset or try to go behind a document you have signed you always set out in the pleadings the ground on which you proceed?—But you do not produce your evidence to the Court. Lord Justice Parker said I would no doubt produce evidence at the trial, and he went on.

70. The whole meaning of pleadings is to explain to the Court the matters on which you will bring us your evidence?—What you mean to say is that Mr. Bell knew better than Lord Justice Parker when making the order. He made the order in what you say was the absence of that claim. If he made it without evidence so much the stronger was the case.

71. I want to know on what ground he made it, and I cannot see from the pleadings how he came to make it?—The defence was on several grounds. One ground he was very particular about. He said, "Who holds this property now?" Counsel: "The executors." The Judge: "How do they hold it?" Counsel: "They bought it in on the 10th August at New Plymouth, New Zealand." "Were not the executors the trustees for this man?" he asked. Counsel: "Yes." Counsel then went on to say, "Well, undoubtedly, when the compact was broken they fell back into their old position. That is what we intend to prove in the trial of the action."

72. After seeing the statement of claim it is not certain there was anything said about this; but from the statement of defence, which is the only document put in, it certainly says it was relied upon by your counsel, and that is the hurdle—it was not in the pleadings?—I do not think it was in the pleadings. I have not the statement of claim. My solicitor put it in, and I left it to him; but he had this evidence in his hands.

73. You are quite clear about that, that your solicitor had this evidence in his hands?—I fancy there is something said about it in the document written by Mr. Jenkins that I put in.

74. You say that Lord Justice Parker expressed a doubt as to whether he had jurisdiction?—Absolutely.

75. And on the advice of your counsel and on the advice of Sir John Lawson Walton——?—Sir John Lawson Walton was Attorney-General and could not act for me.

76. It was believed that you should be defeated on the question of jurisdiction, and therefore you decided not to proceed with your action?—That is exactly the position; but Sir John Lawson Walton was not satisfied, but went and consulted other Judges. As far as jurisdiction goes, Sir Edmund Buckley confirms it in Mr. Jenkins's letter.

77. I remember that letter now. It is not exactly what you are asking, but I will read Mr. Jenkins's letter. [See exhibit.] So your solicitor knew at the time that the compact had been broken in that way, whether it was pleaded or not, and intended to rely on it before Lord Justice Parker?—Yes; if the trial had gone on we would have produced the evidence to show that. His Lordship said, "There is no doubt he has some evidence." That is the ground for his refusing the action.

78. As the result of the advice you received you decided to come out to New Zealand and start an action for redemption—just the same sort of action that you had started at Home?—Yes, but we did not start it.

79. You did not start it at once, but you came out with that intention, and in order to safeguard your rights you caveated the title?—That is so. A man named Kelly, one of the subtenants, had borrowed some money off another man, and I was served with a writ to show cause why I should not remove the caveat.

80. As a result of lodging the caveat the people registered as proprietors commenced proceedings against you to show cause why the caveat should not be removed?—That is so.

81. And that matter was heard before Mr. Justice Edwards?—Yes, in New Plymouth, and he referred it to the Full Court. It came before Mr. Justice Edwards, and he said, "I will reserve it for the Full Court"?—Yes, not the Court of Appeal.

82. Now, your reason for saying you were entitled to the caveat and to keep the caveat on was that you considered you had a good cause of action for the redemption of your mortgage, and you intended to bring that action shortly; meanwhile, you wanted the caveat kept on to protect your rights?—That is so.

83. When considering the question as to whether you should be allowed to keep the caveat on until you brought your action for redemption, they would want to know the cause of your action for redemption, to see whether is was frivolous or not?—Mr. Treadwell had Lord Justice Parker's order on his hand. I brought the order out with me, I think, and we thought the order of the English Court was sufficient ground to enable us to come to this Court and ask for the trial of the action.

84. Well, you know that the Full Court refused to allow you to keep your full caveat on because they did not consider you had a reasonable cause of action against Flower's executors for redemption, and therefore it was not fair to let you interfere with a title to protect your rights when you had not a reasonable chance of succeeding with your action?—What the English Judges held to be good ground to go on with my action the Judges here said was frivolous, and kicked it out.

85. What the Judges here said was this: "We think your action for redemption is going to be a frivolous one, and therefore we do not see why you should be allowed to keep your caveat on to protect your rights"?—That is so, but——

86. I do not say whether they were right or wrong?—I do not think we can say whether they were right or wrong; it would need another Court to decide that.

87. What they said was, "The action is frivolous"?—Yes, "Your application is frivolous," and they were against the English Judge.

88. The Judges did have to consider whether it was frivolous or not. You say they came to a wrong conclusion?—They came to a conclusion opposite to that of the English Judge, who said it was not a frivolous action by any means, and that was cabled out.

89. When your counsel was urging before the Supreme Court Judges that your action was not going to be a frivolous one, he never suggested anything about the circulation of this damaging report?—But that is a matter of evidence. It was not in the London pleadings, and we knew it. We were going to bring that forward at the trial.

90. I am just pointing that out because I am going to suggest that we get Mr. Treadwell to explain why he took that particular line of action—why he did not put before the Judges the ground on which he was going to rely?—We only had to wait until we filed the plaint notes. He filled in the caveat for me and was given the statement of claim.

91. Mr. Treadwell did not tell the Supreme Court Judges that your action was going to be based on the fact that the compact in London was void by reason of the publication of the damaging report?—There was a decision of the English Judges—he was standing on that. We had no reason to think the Judges here were going to run counter to the English Judge.

92. The point I am on is this: that the Judges, when they were considering whether or not your action was going to be frivolous, each one of them said an arrangement was made in England, and nothing has been suggested to this Court as a reason for disregarding that compromise. They all seemed to agree in the case for the removal of the caveat that had you said to them, "I propose to show that that compromise made in England is null and void by reason of the circulation of the damaging report," each one of the Judges seems to have implied that had anything of that nature been placed before them the caveat would have been kept on?—You are putting me in an awkward position. I had the utmost confidence in what the English Judge said, and I do not see why the Judges here should have acted differently.

93. You told us that your counsel in England, you thought, explained to Lord Justice Parker that he was going to rely on the publication of this damaging report?—Yes; he said, "We shall have ample evidence that they have damned the compact made with Jones."

94. But Mr. Treadwell did not say that to the Supreme Court Judges, because each one in his judgment says nothing of the sort had been said to him. It does not appear to have been put before them that you would rely upon the damaging report?—It was not put before the Judge in London.

95. But you say it was referred to by your counsel there?—Yes.

96. That was not done by Mr. Treadwell here?—The same documents were thumped by Mr. Ashton and another counsel. The same documents were before the Court in England as were here.

97. I know you say the Supreme Court Judges were wrong—I am not saying whether they were or not—but I am pointing out that whereas in England Lord Justice Parker was informed by your counsel the Judges here were not informed?—We were going to bring forward evidence to show that this compact was damned.

98. It is quite clear from the judgments given in New Zealand that Mr. Treadwell did not put before the New Zealand Judges the fact that you were going to complain about this damaging report, and I am only saying that the case does not seem to have been put before the New Zealand Court the same as it was in England. I want to know whether Mr. Treadwell did tell the Judges that he was going to rely on this damaging report?—We did not put it in the pleadings in London.

99. But you told the Judge of it?—Mr. Buckley and Mr. Jellicoe state so. It is in the pleadings.

100. What pleadings?—In the letter of the 28th of last May it is stated here that they violated the compact.

101. It is pleaded there, of course; but whereas it was a most important point for Lord Justice Parker to know, and a most important point for the Supreme Court Judges here to know, that you were going to rely on this damaging report, it was not in the pleadings before Lord

Justice Parker, but you say your counsel mentioned it to Lord Justice Parker; and it was not mentioned to the Supreme Court Judges here, and that may explain the difference?—No; the Supreme Court Judges here must have known that I had good grounds for my action.

102. I am not taking up a hostile attitude—I am only pointing out the hurdles you have to get over?—The action here in May, 1911, sets it out. I must put you straight. Let us be clear about this. Mr. Justice Williams said, "You compromised under one Act." At the compromise of 1904 Sir John Lawson Walton said, "This false report vitiated the compromise—again they broke the compact—and you fall back on your own statute." It was submitted to the Judges here that something had occurred to cause me to fall back on my private statute. Mr. Justice Williams said, "A man who would compromise under one statute and repudiate under another would be capable of anything." So that these Judges must have had something before them to show that I had reason for taking the course I did.

103. The immediate answer to Mr. Justice Williams, if he said that, would be, "But there is reason for repudiating"?—He must have known that we had some reasons. We only asked for time to file our statement of claim, but they said, "No, out you go." They would have seen it in the statement of claim if they had allowed us to file it.

104. As a result of your proceedings your caveat was removed?—Yes.

105. They did not prevent you entering an action—they only said "We will not allow you to keep your caveat on." They said, "We are not going to give you a caveat pending your action"?—I beg your pardon, they said more—"and we will not allow you to appeal."

106. But they did not say you were not to bring an action?—I fancy they did.

107. They did not say that—I am quoting from the official report. They had no power to say you should not bring your action?—Mr. Treadwell said in the Legislative Council Committee that the Judges refused to try the action or give leave to appeal to the Privy Council.

108. I know they said they would not give you leave to appeal to the Privy Council?—I think my counsel says that in his evidence before the Committee in 1908.

109. They could not stop you bringing an action. The only effect of these proceedings was that you were not to be entitled to your caveat?—They are very careful about what they say in their judgment, but they said a lot more in the Court.

110. The effect of their judgment was to say, "You are not entitled to keep your caveat." They did not say, "You may not bring an action"?—It will be found in the evidence of Mr. Treadwell before the Legislative Council, report of 1908.

111. Subsequently you did commence an action in the Supreme Court claiming redemption, and you applied to the Chief Justice for leave to serve the writ of jurisdiction?—And he refused it.

112. He said you might appeal to the Privy Council to do that if you liked, but you had not the money?—Yes, but in 1900 he laughed at it.

113. When he refused to issue the writ out of jurisdiction he said, "You have the right of appeal to the Privy Council"?—But he refused it previously.

114. But you still have leave to appeal to the Privy Council?—Yes, that is so; it has not been appealed against.

115. Up to the point we have reached now your complaints are against Flower's executors, and not against the Government?—Not up to that time. Do not mix the action of 1911 with the action now. In last year's action I have a complaint against the Government.

116. Anyway, your complaints were entirely against Flower's executors at the time that the five Judges refused to let you keep your caveat on?—Yes.

117. And all your claims were against Flower's executors and not against the Government at that time?—That is so.

118. Since then you say that the Government, by permitting Herrman Lewis, and through Herrman Lewis the Hawke's Bay syndicate, to purchase this land from Flower's executors, has prejudiced your rights?—Will you kindly put a question prior to that? You might put the question, "What took place after the Judges said 'You get out'?"

119. I will ask you that?—Well, I went straight to the Prime Minister about it, and Mr. Jennings was with me. Sir Joseph Ward said, "This is a very hard case. I suggest to you that you petition Parliament and get a recommendation from the Committee."

120. What did you want Parliament to do for you?—My petition will show it—the petition of 1908.

121. Did you want Parliament to say that you were entitled as against Flower's executors, or what did you want Parliament to do?—To inquire into the matter; and Sir Joseph Ward said he would act on the recommendation of a Committee of Parliament.

122. What did you want them to recommend? Did you want them to pass an Act to upset the decision of the Judges in not allowing you to keep your caveat on?—I think my wisest plan is to put the petition in.

123. Let me see the prayer of the petition. [Prayer of petition read.] You wanted Parliament to pass an Act saying that Flower's executors were not entitled to the land at all, and it was to be handed over to you?—The decision of the Court was different here to what it was in England, where they said I had been defrauded. The difference between the two Courts ought to have allowed me the right of action.

124. You did not ask for that. You asked that you be put in the position you were in before Flower came into the title?—"And further to give leave for him to hold an action in the Dominion Courts for accounts and restitution, and to grant such other or further relief as may be just and final."

125. I do not see how they could put you in the same position as you were in 1903?—The prayer says that there was a distinction between the decision of the Judges here and in England which I was not accountable for. "Let him have the right to try his action."

126. Parliament has never agreed so far to do what you pray in that petition?—One moment. The desire of Parliament was to thwart it. The recommendation of the Legislative Council Committee was this: "The Committee to which the petition of Joshua Jones concerning the Mokau leaseholds was referred reported that it had taken evidence and given the matter much consideration. It recommended that the matter should be referred to a Royal Commission or other competent tribunal, and that pending such reference any further dealing with the land affected should be prohibited." It was the decision of the Upper Chamber that an inquiry should take place, and they would not have gone so far as to suggest that the Government should hold the property unless it was in their minds that wrong had been done.

127. The only Commission which sat is the Stout-Palmer Commission, which you say had no authority to sit. I am not arguing that it had. That is the only Royal Commission which so far has been set up?—That is correct.

128. That Commission did you no good? It did not assist you in any way?—Assist me! No, sir, it did not.

129. You have not been assisted, either by Parliament or by a Royal Commission, to get past the judgment of the Supreme Court Judges in New Zealand?—I will answer you No, but at the same time I will put it to you that it is not a fair way to put the question. The proper way to put the question is this: "This recommendation of the Upper Chamber of 1908 and the recommendation of the Lower Chamber of 1910 have been completely ignored by the Government?" That is the way to put the question.

130. I only want to put on record the fact that nothing has been done for you?—Nothing.

131. You say that the Government, by allowing Herrman Lewis to purchase the land, and through Herrman Lewis the Hawke's Bay syndicate, have prejudiced your rights, because suppose Parliament now took steps to give you your right of action against Flower's executors, and supposing you succeeded, the property is not in the same condition that it was before, and therefore you have lost your chance of getting back into the position you were in?—I will go further than supposing. I shall get the Chairman to put two witnesses into the box, and I will undertake to say that the two are the best witnesses you can get, who will say that, but for the Order in Council, the relations between Jones and Herrman Lewis could not have been disturbed.

132. I am not saying it is so; but suppose you had no further rights against Flower at all: the fact that the Government issued the Order in Council would not worry you a bit, because if you had no further rights you would not trouble about the property?—The whole estate is damned. I would not have done anything with it but for the Order in Council, and I could have had my action against him when he prejudiced my position.

133. But suppose you had no action against Flower—no justification—then you need not worry as to what happened to the property, because you could never get it back?—I do not think you should ask me to suppose a negative.

134. But supposing you had not the action?—The interference of the Government destroyed the position I had unknown to me.

135. It destroyed whatever rights you had against Flower?—I will not go that far. You must draw a distinction between the leasehold and freehold title. That Order in Council enabled them to get hold of the freehold, and that gave them the whip-hand. But for that there would have been no powerful syndicate. The Order in Council places me at very great disadvantage.

136. Supposing you did succeed in your action against Flower's executors, the Order in Council would not have hurt you at all?—I have always maintained that these executors were my trustees at the time these proceedings took place.

137. You say first that you ought to be given a fair opportunity of showing that you are entitled to have this property back from Flower's executors?—That is the position I assume. I humbly ask Parliament to give me the right of action by a statute, and if any arrangements are come to as between the company and myself, or between the Government and myself, the Act can be of no effect; but, if not, I pray Parliament to put me in a position that I may have my trial by local action. I know I am running the risk of getting a short shrift again, considering the way I have been treated.

138. *Hon. Mr. Paul.*] You completed your title all right to the Mokau lands?—Yes, but there were a few who did not sign the leases. As far as Flower's executors are concerned, I had completed the title.

139. And you lost your title because of the action of Flower's executors and his trustees?—That is so.

140. You admit the loss of your title to the Mokau lands?—Yes.

141. Having admitted that you lost your title to the lands you want a special Act of Parliament to give you the right of action to recover the land?—That is consequent on account of the two decisions. The Judges at Home said I was entitled to the order, but the New Zealand Judges said I was not. The two Courts here say the jurisdiction is in England and I am not entitled to recover.

142. You admit that you have lost your title to the land because of the action of Flower's executors?—They are on the register, but I say it is through illegal actions that they have been placed there.

143. It is by action at law that you have lost the title?—I do not go so far as to admit that. It is through dishonest action on the part of people who were trustees for me.

144. You admit that the title of the lands is lost to you?—I do not admit that. I admit that other people are on the register, but I submit it is redeemable.

145. And you want Parliament to pass an Act to redeem the title to you?—To give me the right of action—to allow me access to the Court.

146. At the present moment you have access to the Privy Council?—Yes, and I have not the means of prosecuting it. That is in my petition. The action is now in London, but I have not the means of prosecuting it.

147. And in addition to the power you want from Parliament this special Act to give you the right of action?—As an alternative. Supposing the Government make any arrangements with regard to this property or with the company the Act can be made a dead-letter, but I want the Act to go on with if necessary.

148. The position is that if the Government is prepared to buy that property from those who are in possession and compensate you, you are quite prepared to let the Act go?—Then the Act is dead. Only, supposing no arrangements are arrived at, I want something in the way of a statute to go to the Courts on.

149. It resolves itself, so far as you are concerned, into a question of compensation?—I do not want to bleed the Dominion. I have set it out in my petition.

150. Can you tell us what title the present holders have?—Yes, a freehold title—a title in fee; but the title they have got includes the minerals, but they never bought the minerals. The evidence of Mr. Kensington says the purchase price at which these people bought does not include the minerals.

151. That is an assumption. All freehold titles, except on goldfields, include minerals?—Mr. Kensington says the value at which they bought the property does not include the minerals.

152. The deal was made with private persons, and has nothing to do with Mr. Kensington?—The State has certainly the right to say, "You got these minerals for nothing."

153. When you had the property you held the minerals?—The right to work them, but not the land. These people got the minerals for nothing. Under these circumstances I say the State has a right to say, "You have to open up these minerals. Out of what you got for nothing you can compensate him." Or the State can take over the property and compensate me out of the minerals or in any other way. I do not want to rush the Treasury, but there are many ways by which I can in some form be compensated.

154. In your statement to the Committee you made reference to the Stout-Palmer report: you are satisfied now that the Stout-Palmer report was a legal document but was irrelevant to the inquiry?—Yes, but I go further than that. I say there was no power to issue the Commission as regards Mokau. There was no power vested in the Crown to issue the Commission, and the Commission was illegal.

155. You said in your previous examination that the Government assisted Herrman Lewis to purchase the land: what form did the assistance take?—They issued an Order in Council and named him a loan. It was not thrown open to any other purchaser—it was reserved for this man only.

156. Because this man held the property at the time?—He held the fee-simple. He purchased the fee-simple under the Order in Council.

157. Supposing the Government had bought Herrman Lewis's interest, you would then have had an action for recovery against the Government?—Yes.

158. Might it not be that the reason why the Government granted the Order in Council was to prevent themselves being implicated in actions of law with yourself?—I cannot tell what the Government's reasons were. They undertook to buy the fee-simple and deal with me, and there is ample evidence of it; but as to what were the reasons which induced them to assist Herrman Lewis I cannot tell you.

159. *Mr. McCallum.*] Did you ever pay any rates or any amount in respect to these lands—I am going back to this lease?—Yes.

160. For how many years?—Until I went to England.

161. What year was that?—I landed in England on the 17th January, 1893.

162. So that for the first nine years you paid the rents under the leases?—Yes.

163. Did you effect any improvements on this land—was there any expenditure?—No, not within the meaning of your question.

164. You procured this lease because of the coal-deposits, and not so much on account of the grazing or pastoral rights. You thought the land contained mineral deposits of great value?—That is so in a degree. But when I first went there I was advised by the head people not to say anything about the coal; but in the larger lease you will find that there is a right to work the coal.

Mr. McCallum: Now, you begin your claim by calling for sympathy——

Witness: If this gentleman has come here to be intentionally hostile to me I will leave the room.

Hon. the Chairman: There is nothing to take exception to in what Mr. McCallum has said.

165. *Mr. McCallum.*] I shall probably put to you a point or two that will help you, the same as Mr. Bell did. You founded your claim on services you rendered to the Government thirty years ago, when Sir George Grey was in power?—Yes.

166. Now, I want you to tell the Committee the particulars of any promises ever made you by Sir George Grey in connection with these lands?—Yes. You will find it in the documents I put in with regard to Mr. Sheehan.

167. I will get the exhibits. Can you give us all the references you have had from Sir George Grey's speeches, if any?—I have not got any. He made several.

168. I would like you to be careful about this. The point is this: I am not hostile to you, but I want to know what Sir George Grey thought of the whole business, and if you can find any references to this matter in his speeches?—He made a speech at the first great meeting we had in New Plymouth. I believe it was in 1878.

169. That was when Sir George Grey held an official position: what did he say in Parliament in connection with your claims ten or fifteen years afterwards?—I believe that when the statute of 1885 was passed Sir George Grey spoke in the House upon it. He was not then a Minister. I do not know that it ever came in Sir George Grey's way in later years to speak upon it. I do not see why he should.

170. Sir George Grey had a great affection for the Native race?—No one knows that better than I do. I fancy he did speak.

171. I would like you to get all the references you can, because it would help us and help you too?—I do not know where I could find any speeches of Sir George Grey's, and I do not know that he made any.

172. They are in *Hansard?*—He said something about the matter in Auckland, and in New Plymouth he said it would be a good thing if he could get Wetere to meet him, and when he did he said, "I have to thank these Australians for it."

173. He was never antagonistic to your claims?—Never to the day of his death, and I was present at his funeral at St. Paul's Cathedral.

174. I want to ask you a few questions about Wales's report. When the action was compromised in 1904–5 you say there were conditions made and points were conceded. You say in your petition "that if the report damaging to the coal arose again, or any other action of the defendants defeating or prejudicing a sale, the Court would hold a compact and anything done under it to be void"?—That is so.

175. I want to know what evidence you have as to that point being conceded to you. Was that entered on the Judge's minutes?—It was contained in the contention between the two counsel.

176. Can you produce any document about it?—No, I do not think I can. It is in the order that they should join in removing the tenants. That is one of the conditions.

177. Where can we find proof of that?—It is in the order of the Court. It was what counsel agreed upon in the room with the Judge. Sir John Lawson Walton said they had conceded that. It goes further—"if in this compact you are interfered with again by such report the Court will hold the compact void"; and he said, "not only did we agree to that in the room, but it is a matter of law."

178. When was this statement made which is at the bottom of the order of the Court in England in 1904—"The carrying out by the plaintiff of his part of this order was frustrated by the other side slandering the value of the estate and his title to it, as had been previously done in 1895–96, when the West Australian Mining Company was purchasing the property at £200,000 and putting up £20,000 deposit"?—That is a memo. of mine.

179. If Sir John Lawson Walton had incorporated that in the order it would have strengthened your case. This was a condition of the compromise, that if the slanderous statement leaked out and you were injured by it the compact would be null and void. That is in clause 23 of your petition?—Yes, and not only that, they also circulated another report which affected my title, not being satisfied with a statement damaging the property on account of the coal. [See exhibit, correspondence between Lewin and Co. and Flower, Nussey, and Fellowes.]

180. There was an application to the Court to remove your caveat in 1908: did not your counsel, Mr. Treadwell, know that you had been injured in London by the further publication of the slanderous coal report?—Yes, I told him of it when I came out, and he said, "We will prove that at the trial." We never dreamt that we would be refused our trial by the five Judges.

181. You and he knew of this?—Yes, I explained that we would have brought that out in the evidence.

182. But it was not mentioned before the Judges here?—I do not know whether Mr. Treadwell mentioned it or not, but he knew of it.

183. Was there a copy of it on the file of the Court before the Judges?—I do not know. My counsel had it.

THURSDAY, 17TH OCTOBER, 1912.

JOSHUA JONES further examined. (No. 8.)

Witness: Mr. Bell put a question to me yesterday which I desire to refer to—it is in both decisions. Mr. Bell said, "It was not in your pleadings that these people put about a bad report in connection with the estate." He said, "I cannot understand that. I cannot see on what ground the Judge made the order." I will state exactly what occurred. Lord Justice Parker said, "Who holds this property now?" Mr. Jellicoe answered, "The executors, my Lord." "The executors are the trustees, the plaintiff claims," said his Lordship; "what is the value of this property?" Mr. Jellicoe said, "It is of untold value. It shows coal all over it—a large area—and other minerals." The learned Judge said, "How do you know?" He did not know Mr. Jellicoe came from New Zealand. Mr. Jellicoe said, "I belong to New Zealand and know the proverbial value." The learned Judge said, "The claim is only £17,000?" Mr. Jellicoe said, "That is so, my Lord." And the learned Judge asked, "Is that good policy to allow a large estate like this to pass? It is bad morals." That is what the learned Judge gave the decision upon. There was something said about the bad report, but the Judge did not base his decision on the bad report, and it was not in the pleadings. I want to show that clearly, because it will give you an opportunity to cable to London if necessary. Mr. Bell said, "That was not in your pleadings here." I do not see any reason why the pleadings should be here, as they were not in England. There was precisely the same evidence brought before the English Court to oust me there as there was here. The English Judge said that notwithstanding all these things the plaintiff is entitled to his equity. The matter came before the Judge incidentally. We told him that the executors as trustees had bought the pro-

perty in, and he said, "Is it good morals to pass an estate of such value to these trustees?" He wanted first of all to know my identity, and if I was the man who had had all this litigation in London, and he also said, "I think you may rely that he may have a good answer as to his ignoring the documents he signed." The question of this bad report did not come before the Court in a prominent form. You can find out by cabling to London if I am not correct. You can cable to both sides if it is necessary.

1. *Mr. McCallum.*] You have a copy of your petition, and sections 38, 39, and 40 are the only ones I intend to touch upon. Those three paragraphs make very grave charges against a Judge of the Supreme Court?—Please pardon me—against Commissioner Stout. Of course, it is the same gentleman, but he was then sitting as a Commissioner.

2. The particular sentence I direct your attention to is in paragraph 38, in which you say, "And the Stout-Palmer Commission, set up specially for this case, and with cunning ingenuity the report opens in a manner to deceive"?—They say in their report, "One of the first matters that we had to do was to investigate a block of land known as the Mokau-Mohakatino Block." Gentlemen, it was the only inquiry that they investigated. If you turn to the schedule of G.–1H you will find that there are a lot of matters referred to; but these are merely formal things that could have been done without any Royal Commission at all. The Native Land Court could have done them.

3. Does not a Commission give them wider powers to deal with other matters?—It is the only matter in the report which is dealt with. Here is the document itself.

4. You say, "and with cunning ingenuity the report opens in a manner to deceive," because they only dealt with one matter. I accept your answer. You say, "That the report contains material statements that are untrue and misleading, and the whole document is evidently written, not to say with prejudice, but with malicious intent; nor is it possible to place even a lenient construction on the action of the Commission, inasmuch as they did not seek the truth where they might have known it could be obtained; whereas they examined all and sundry who desired to profit by an improper report"?—Absolutely. The very fact of my not being examined covers the whole thing.

5. Then you say in paragraph (3) of clause 39 of your petition, "That Sir R. Stout was not qualified to sit upon such inquiry, he having already adjudicated upon the case to my prejudice on the bench"?—Absolutely.

6. You say that merely because he sat upon the Supreme Court bench?—Yes.

7. Then you go to Sir Joseph Ward, and you say, "Sir J. Ward replied that he would make inquiries as to removing the report, but your petitioner is in a position to believe that he made no such inquiry, and the document became bound up in the blue-book as a stain upon myself and family." You say the report contains a deep stain on your honour?—Yes; you read it.

8. I wish to call your attention to this terrible suggestion in paragraph 40. Did any one advise you to put such a terrible thing in a public petition?—Let me read it: "The Chief Justice either knew or he did not know that there was no power in the Commission to inquire into the Mokau land dealings."

9. Read the whole paragraph?—"If he did not know there can be no plea for such ignorance, inasmuch as the so-called inquiry appears to have been directed against myself irrespective of power or truth. If he did know and produced the report of the nature I allege it to be, which undoubtedly it is, so much the worse for public morality; and with the deepest humility I would urge upon Parliament to at once grapple with this ugly feature, and in justice to the entire community as well as to this humble petitioner." What is your question upon that?

10. You have alleged corruption on the part of the Chief Justice. You do not call him Commissioner Stout there—you call him Chief Justice by name, and you say there is "this ugly feature"?—The ugly feature is that he holds an inquiry behind a man's back and frames a report like this.

11. Suppose we as a Committee, and the public outside, and also the Parliament of this country, think that your interest has entirely ceased in the block?—I will not suppose it.

12. It will not do your case any good to put a bad construction upon the acts of our public officers, and it is our duty to protect our public officers. Assuming that Sir Robert Stout had come to the conclusion that you had lost by your operations all your interest in this block of land, was he not entitled to make all the statements he did in this report?—No, because I was not present when Sir Robert Stout came to the conclusion. He had said, "We will not let you appeal to the Privy Council," and he was the President on the bench. I am not going to allow you to build up a supposititious case.

13. Here was an agreement. You are quite right from your standpoint in saying there was a clause respecting the bad report of Wales omitted which would have affected the whole case, but you told Mr. Bell that the omitted decision of the Court at Home did not come before the Supreme Court here?—It was not before Lord Justice Parker, and he made an order.

14. You said it was not before the Supreme Court here?—I do not think it was.

15. Then all that Sir Robert Stout had to go on was the agreement come to by you, which was in these terms: "Mr. Jones undertakes not to apply to Mr. Flower's executors, to the Court here, or in New Zealand, for any further time to delay the registration of the above-mentioned documents, the present extension to the 1st March, 1907, being final." Later on you had six months' extension and added £500 to the mortgage?—You are trying to lead the Committee away from the point. If Sir Robert Stout wanted to come to an honest conclusion on that, why did he not seek the truth? Why did he not tell me?

16. I am considering the matter from the Commission's standpoint: their standpoint is the protection of the Native interests?—Oh, indeed. There is no justice for me?

17. The Stout Commission was set up, I should say, for the purpose of advising the Executive of this country as to how they should advise the Natives?—On the false evidence upon which this report is framed! It is false from beginning to end.

18. You will admit that if we were to assume you had no interest in the land, then the Stout-Palmer Commission could not have reported otherwise than it did?—I decline to let you, and I am sure the Committee will not allow you, to set that up.

19. You say it was devised cunningly?—So it is.

20. Let us go through the report and show us where it is false and injurious to you?—On page 2 it says, "There does not seem to us to have been any agreement in writing made with the Natives and Joshua Jones for a lease, except for the portion described in the lease of 1882." That is half the property, mind. [Map referred to.] It is the larger lease.

21. Is that not correct?—It is absolutely untrue, for the reason that I produced the document for the whole of the land before Sir Robert Stout, and he signed the notice for the *Gazette* with his own hand.

22. That is not the point. Sir Robert Stout said, "except for the portion described in the lease of 1882" there was no agreement in writing?—He says what is untrue.

23. I want you to produce that before the Committee, because the documents, if they were in existence, have been lost?—I said to Sir Robert Stout, "Look at the boundaries"; and he said, "That is all right, Mr. Jones," and he signed the notice for publication in my presence.

24. I want the proof. You have made a grave charge against these Commissioners, and I want you to substantiate it. They say there does not seem to have been any agreement except as to this one portion?—But when he signed the *Gazette* notice he had the document before him.

25. That suggests negotiations. You had an agreement in writing as to the major portion of this block of land?—No, sir, the whole of it.

26. You say you cannot produce the agreement?—I do not know whether I could find it. I have not got it here. The Committee had the original document when they passed the statute in reference to this land, and Sir Robert Stout had the original document when he signed the notice for the *Gazette*.

27. No doubt they had the agreement in writing for the major portion?—No, for the whole lot.

28. Mark the sentences in the Stout-Palmer Commission's report that you disagree with?—I will put it to the Committee at once from your question as to whether Sir Robert Stout or Parliament was likely to define these boundaries if the agreement were not in writing. Why does he define the boundaries under his own signature?

29. It was not completed—it only gave power to negotiate. Give us the next sentence with which you disagree. I suggest that you go down to page 3?—The whole of page 2 is written without any regard to the facts.

30. Show us any sentence?—Half-way down page 2 he says, "There must have been a dispute between the Natives and Mr. Jones as to what land he was to get under the lease. This is described by him in his own evidence given before a Commission in 1888." I gave the explanation in 1888 to one of the head chiefs, Te Aria. When the original lease was signed—the half—the legal lease was sent to Heremia, as we called him. I am speaking of 1882, not 1875 or 1876. When the original lease was signed Heremia said, "If you go above Mangapohue the pakeha will go there and I shall lose all my eels. You stop at Mangapohue and I will give you the agreement." If you look at the plan you will find it is drawn due north and south.

31. When the lease came to be signed, according to your own evidence, you said, "Heremia objected to the boundary of the lease as it was drawn up—viz., 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, 'Do not be angry with me, here is my old agreement, which I thought you understood'"?—There is my agreement.

32. Was not this lease for the land "except for the portion described in the lease of 1882"—for the half? I am reading from the report of the Commission of 1888?—That is my old agreement of 1876.

33. In your evidence you say, "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'"?—Quite so. There was no dispute as to the original agreement.

34. I suggest it would be a rough agreement, not a formal lease?—That is exactly what I say. There was an old agreement.

35. You said the next sentence you disagree with is: "There must have been a dispute between the Natives and Mr. Jones as to what land he was to get under the lease"?—The original lease was drawn for the whole lot, but Heremia was no party to the original lease.

36. Go on with the next portions of the report which you disagree with?—He quotes the statute and says section 3 provided, "The Native Land Court shall, as soon as conveniently may be after the passing hereof, make partition of the said Block No. 1, in order to ascertain and allocate all the respective interests and shares of the Native owners who shall have signed

a certain lease from the Native owners of the said block to the said Joshua Jones up to the date of the sitting of the Court, and the Court may require the Surveyor-General to make and furnish an approved plan of the portion of the said block to which the Natives who have signed the lease shall be entitled, and the said Joshua Jones shall until such sitting proceed to obtain all the remaining signatures of the Natives requisite to complete such lease." When the Court sat some of the Natives had signed the whole of it. This statute applies to the big piece of the land. Remember that a lot who did not sign were allocated to different parts. I wanted the lease completed, and Judge O'Brien said, "Put them here, and there" [places pointed out on the map]; and the Natives all agreed with it.

37. There is a sentence here in which you say Sir Robert Stout is incorrect?—I endeavoured to explain to you that the original document upon which the Act of 1885 and the notice in the *Gazette* were founded was before Parliament and Sir Robert Stout. Your own sense should tell you that he never signed the *Gazette* notice without having the document before him. On page 3 of his report he says, "Mr. Jones attempted by caveat to prevent registration of these transactions; but a Full Bench of Judges of the Supreme Court refused to allow Mr. Jones to even litigate the matter, or that his caveat should stand, on the grounds that he had by agreement in litigation in England bound himself not to contest the right of the mortgagees to proceed with the registration of the mortgage documents. This agreement was in these terms: 'Mr. Jones undertakes not to apply to Mr. Flower's executors, to the Court here, or in New Zealand, for any further time to delay the registration of the above-mentioned documents, the present extension to the 1st March, 1907, being final.'" If Sir Robert Stout had acted as an honourable man would have done he would have at once ascertained from me the fact that I could not carry out that agreement on account of them putting cut the false report as to the property. We will go to the next paragraph of the report: "In a petition to the House Mr. Jones contended that this agreement or compromise was made in a suit in the High Court of Justice in England, over which the Court had no jurisdiction."

38. Will you admit that?—No, I will not.

39. Is that not your contention?—No. He continues, "The contention that the Court in England had no jurisdiction because the property mortgaged was situated outside England is absurd, and in conflict with a decision of the Supreme Court of New Zealand, and of many decisions of the English Courts. He stated that Mr. Justice Parker had so ruled." That statement is not true; Jones never said so. Jones said Justice Parker expressed an opinion; he did not rule it. That is different to a decision. Then he goes on further to say, "There is no report of any such ruling or decision, and it is in direct conflict with the decision of Mr. Justice Parker in a later case: see Deschamps *v.* Miller."

40. What petition was Sir Robert Stout referring to?—A petition that was never investigated—the petition to the Lower House in 1908.

41. What is the petition—can we get it?—It is the petition of 1908: "That in July (query, August), 1907, I commenced an action in London for redemption. That after the long vacation the executors moved in November to have the action struck out on the grounds of its being frivolous. That Mr. Justice Parker dismissed the motion, stating that the suit was not frivolous, but a most important one, and should proceed. That a short time later Justice Parker expressed the opinion that the only place where such action could be legally tried was in the colony where the property was situated." That is not a decision. Sir Robert Stout says in his report that it is a ruling or decision.

42. He says that you contended "that this agreement or compromise was made in a suit in the High Court of Justice in England, over which the Court had no jurisdiction"?—In the same petition of 1908 I say, "That a short time later Mr. Justice Parker expressed the opinion that the only place where such action could be legally tried was in the colony where the property was situated. That my leading counsel, Mr. Edmund Buckley, gave me the same opinion. That acting upon these opinions—the two most valued in England upon such matters—I returned to New Zealand in order to enter the action here, having informed the solicitors to the executors in London that I intended leaving, and the action became struck out after I had left."

43. Will you go on to show what you object to in the report?—"Mr. Herrman Lewis and his mortgagees are the owners on the provisional register, and the Supreme Court of New Zealand has decided that Mr. Jones cannot contest their right to be there." But the Supreme Court said, "We will not allow you to contest it." It was the duty of the Chief Justice to have said, "We intend to allow him to go to the Privy Council." Then he goes on to say, at the foot of page 3 of the report, "The question that seems to us to arise is, are the existing leases valid? First, as to the 1882 lease—that is, the first lease—the lease that, in accordance with the Government Proclamation, Mr. Jones was to be allowed to complete. The Proclamation said, 'That Joshua Jones, of Mokau, settler, shall be entitled to complete the negotiations entered into by him with the Native owners of the said lands for a lease thereof for the term of fifty-six years, and provided that the said lease is or may be validly made for such term.' It will be noticed that the land was inalienable save by lease for a term of fifty-six years. This means a lease in possession, not reversion. A lease for fifty-six years commencing at a future time would be invalid." Then he quotes other titles, the Otago Harbour Board and other rubbish which is not applicable, for the reason that it was laid down by Sir Frederick Whitaker that where a special statute applies to a particular thing no other statute applies. Sir Robert Stout did not seem to be able to distinguish between a particular thing and a general statute.

44. He made a mistake then, you think, in law?—I do not admit that he made a mistake. Then he goes on to say, "But the term of this lease begins about a year after its date, though under a covenant the tenant is assumed to be entitled to possession at once. It is a lease not in possession. If it were held to be in possession the term is beyond the term that was sanctioned

by law. The lease therefore seems to us to be invalid." But he forgets the special statute passed at the time the signatures were obtained. A Native lease is signed, say, to-day, but it might take twelve months or two years to obtain the remaining signatures.

45. Do you dissent from the opinion expressed in the next paragraph of page 4?—Yes, because Sir Robert Stout quotes the original lease.

46. "The lease therefore seems to us to be invalid": surely he was entitled to say that?—No; he was not sitting as a Judge—he was sitting as a Commissioner. It wants a Court of law to determine that. Further, the Commission under which he was sitting did not apply to these lands at all. It only applied to Native lands, and these lands were held under a certificate of title and were registered under the Land Transfer Act.

47. Why do you say these were not Native lands?—I say they were not, and I challenge you to say they were.

48. What was the need of the Order in Council before the syndicate took over the whole property?—To get the freehold; to cut the title from under my feet. My title was the leasehold.

49. There was need for the Stout-Palmer Commission, because when, later on, Herrman Lewis got the property your interest under the leases had nothing to do with the Native interests protected by the Crown until the property was sold to the syndicate. That is the point; we all know about that?—It is one of the first principles from the time of the Long Parliament that no person—not the Crown, not the King himself—shall inquire into the concerns of a private business without the consent of the parties; and this is my private business. This land was held under the Land Transfer Act, and was not Native land at all.

50. *Hon. the Chairman.*] With regard to private business, any matter contained in a petition ceases to be private business. Your petition is before the Committee?—I say that Sir Robert Stout had no right to inquire into my private business. Then he says the covenants were not performed. Well, I found the money to carry out the covenants. I went over to Australia and got the money. Just about this time the Natives threw my coal into the river and tore my fences down, and then these people from Australia, although related to me very closely, said, "We will not put our money into it." He says, "Now, this covenant" (to form a company to work the mines) "has never been fulfilled, and it is a continuing covenant. It has been said, however, that the Natives waived the performance of the covenant by a signed written agreement cancelling the covenant and receiving in lieu thereof an increased rent."

51. *Mr. McCallum.*] Well, that was done?—Yes, but he throws doubt upon it.

52. That is a pure matter of law?—He says other leases of the block were not obtained, and so on.

53. Sections 5 and 6 are all right, are they not?—No, they are not.

54. Go down to "1G, containing 2,969 acres, was, by partition order dated the 24th March, 1889, held by eighteen owners, eleven of whom have signed the lease"?—What he quotes here was all settled and signed. He had no business to inquire into this at all. The statute says, "subject to the certificate of the Trust Commissioner my lease shall be considered good, valid, and effectual." What he says is all wrong, and it is put here for the purpose of misleading. Then he goes down right through the various blocks.

55. Well, we will jump all that?—He says, "The rental is, in all the leases, entirely inadequate."

56. You query that?—This report is dated 1909. Now go back to 1876 and ask yourself whether Sir Robert Stout, with a thousand of his kidney, would have gone into that country? As an honourable man he should have gone back to that period and taken the whole thing into consideration. I will produce a witness to tell you that the rentals were a fair thing at that time. The rental was £125 for the first twenty-eight years, and double the amount for the next twenty-eight years, and there is a clause indemnifying the Natives against the rates and taxes.

57. Do you not know that they are merely peppercorn rentals for the whole of those leases?—No, they are not.

58. Have they been paid?—Yes.

59. Who paid them?—Flower's executors paid them.

60. Do you know that of your own knowledge?—I do. Do you assume that they have not been paid?

Mr. McCallum: I do.

Witness: I claim your protection, Mr. Chairman. Is it right that I should be told that I am wrong? I am on my oath. The rentals have been paid.

Hon. the Chairman: Mr. McCallum must accept your statement that the rentals have been paid.

61. *Mr. McCallum.*] I do. On page 7 of the report the Commission negatived the suggestion that the Natives had been induced to sign the lease through the supply of beer to them?—"This the Commission negatived, although it was plain that large quantities of beer were brought into the settlement at the time the 1882 lease was signed." In the 1888 inquiry, before G. M. Davy and Lieut.-Colonel Roberts, it came out that Apia took two hogsheads of beer for the use of all those people, and the Commissioners said, "We are satisfied that the beer was not used to influence the leases for Jones." That is put in here to damn my position.

62. But he negatived the suggestion?—He says, "Although it was plain that large quantities of beer were brought into the settlement at the time the 1882 lease was signed. The loss that has fallen on the Maoris through their want of business capacity and knowledge is great, and one cannot help feeling sympathy for them in the position in which they are placed. It does not seem to us that any sympathy is required for those who dealt with them in their leasehold transactions."

63. Is that not the first sentence that you can take any exception to?—No, I take exception to the lot of them. Who wants sympathy? I want the truth, not sympathy; and it was the duty of the Chief Justice to have brought out the facts. "It does not seem to us that any sympathy is required for those who dealt with them in their leasehold transactions." Is there anything more damnatory to a man coming to this Committee for justice than a statement like that? That is the Chief Justice, holding an inquiry behind my back! And do not forget that he is an ex-partner of Dr. Findlay, who was interested in the transactions that were going on. The first day I sat here I asked the members of this Committee to take the Stout-Palmer Commission report home with them and read it.

64. Show me a more damning statement than that in the whole report?—That is what I contend.

65. Show me another?—It is a malicious statement.

66. Will you admit that that is the most damning statement in the report?—It is a damning statement, yes, and one that no honourable man would have made.

67. *Mr. Anderson.*] When you were in negotiation with the Natives away back in the beginning of things were you possessed of any capital?—Yes. I had a good deal of property in the Gulf of Carpentaria, which I sold and brought over the proceeds. I had between £300 and £400 in my pocket at the time, and then I sold this property.

68. How much did you have altogether?—I think my children brought over about £1,300 or £1,400, and I sold my interest in the property in the Gulf of Carpentaria for about £600. What capital I had I ran through and then borrowed money. The bank will tell you. My wife's relation came over and brought me the money. The first day I came here I put between £250 and £300 in the bank. When I got into this thing I sold my other properties and got more money.

69. You had about £900?—We will say something like that.

70. And your children brought £700?—Something like £700.

71. There would be about £1,500 or £1,600 altogether?—Somewhere about that. One of the sections I sold on behalf of the children is now one of the most valuable in the Town of Palmerston. It is worth ten times the amount I sold at.

72. You had about £1,500 when you entered into these negotiations at first?—No; after I went into negotiations I sold this property.

73. The total amount you had was £1,500?—Yes, something like that, and a sum of £400 I obtained for land I sold in Taranaki.

74. After you entered into negotiations you borrowed money?—Yes.

75. And carried on all through on those lines?—Yes, that is why I got into debt.

76. Had you any other property which returned you anything?—No, all my time was given to this. I have never earned a penny from any other source. My children have had to earn their living at bushfelling and all sorts of things, and have all worked in misery at Mokau.

77. Did they accompany you to England?—No, I went alone. I did not know when I left New Zealand I was going to England, but after I got to Australia the banks went smash, and my wife's cousin in Adelaide advised me to go Home to get capital; he lent me the passage-money.

78. Can you tell us what amount of money you have raised from time to time on the security of these Maori leases?—It was knocked down to Wickham Flower for £7,652 at auction in New Plymouth in 1903 by a man named John Plimmer. I put a document in from Mr. Travers showing that he could get £4,000 of that back. The money has not gone into my pocket.

79. You have no idea how much was raised on the property?—I raised that £7,652, and then there is a lot of costs incurred in the litigation in England that I have not paid.

80. You have had no other means of support?—No, only by my labour. I had no outside resources. I took contracts when I was in England.

81. Were you long contracting?—I had spells, but I was often wanted up in London. It was a damnable life to lead. I was in Carmarthenshire and other places.

82. Have you paid your legal expenses?—No, unfortunately.

83. What means had you to induce those gentlemen at Home to take up your case?—Sir Richard Webster, the present Lord Alverstone, was Attorney-General when the trouble began, and I think he spoke to one or two legal gentlemen of high standing about my case and got them to assist me. Mr. Flower in that litigation was ordered to pay the costs. That is the way the gentleman who assisted me got paid.

84. What I want to find out is how you financed yourself?—Well, I have told you the truth. Any money I spent was chucked away, as it were—there was no return for it. I will tell you one instance—any one acquainted with Native dealings can understand this: About six hundred Natives attended at the case before the Native Land Court at Waitara, and they naturally expected me to pay all the costs. I paid the whole of the costs.

85. Where did you get that money from?—I got a sum from Port Darwin and some from Adelaide.

86. Did you pay your New Zealand lawyer who appeared for you—Mr. Treadwell?—When I came back from England, as he had done a good deal of work for me, I asked him, "Have you been paid your costs?" He said he had not. I said, "Send your account Home to Lewin"; and Mr. Lewin sent the money back. The question of Mr. Treadwell's payment arose here again, and I said, "You have been very good to me; here is an I.O.U. for a thousand pounds or a thousand guineas." I thought I could trust him. He has got that. Later an arrangement was being come to with Herrman Lewis, I think, and he said, "I am going to settle this matter for you; what will you give me if I settle it?" I said, "Do not keep me running up and down from Mokau. Take another thousand pounds if you do settle it out of the proceeds that I derive from the estate."

87. Did Sir George Grey make any explicit promise to you in consideration of your good offices in pacifying the Natives?—Well, his Native Minister, in accordance with instructions, gave me a letter.

88. Did Sir George Grey himself give you a letter?—I was present when Sir George Grey told Mr. Sheehan to write the letter.

89. Did Sir George Grey say to you—when he was Prime Minister—anything about recompensing you for your good offices?—Mr. Sheehan and he were both together.

90. But I want to know whether Sir George Grey said that to you himself?—Yes. He said to Mr. Sheehan, "Give Jones a letter telling him that we shall do what we can to protect his negotiations." Well, Mr. Sheehan gave me the letter, and I have put it in here.

91. *Mr. Statham.*] It seems to me, Mr. Jones, that there are three periods in the history of this case. The first is in 1888, and the passing of the Mokau-Mohakatino Block Act, which effected a sort of settlement between yourself and the Government?—Yes. The statute of 1888 is a private and personal Act.

92. And you did not have any dealings with the Government from that time until 1908?—I was satisfied with the statute.

93. So that for twenty years you did not come into contact with the New Zealand Government or its officials?—There was a claim, I think, at that time for a couple of thousand pounds. Sir Harry Atkinson said, "The Committee has reported strongly in your favour. You may as well put your claim in." The Hon. Mr. Waterhouse was with him at the time. Sir Harry Atkinson said, "You have been a considerable loser"; and I said, "You have kindly given me this statute, and I will not trouble about the claim." Sir Harry Atkinson had been very much opposed to me, but he said, "I find that your dealings have been straight by the report of the Committee."

94. He told you that, notwithstanding the passing of this Act, you should put a claim in against the Government for £2,000?—Yes. Sir Frederick Whitaker sets it out in his speech in *Hansard*. He said, "You have asked for a couple of thousand pounds"; and I said, "As you have given me this statute I will not ask for a penny."

95. Mr. McCallum asked you whether the rents had been paid?—Yes.

96. Suppose you had not paid the rents, and suppose Flower's executors had not paid them, what would have become of the leases?—The Natives could have repudiated the leases. That is my view. The rents were paid by Flower all along.

97. I am going back to the old history again. Although you waived all claims against the Government, I want to know what you did: you state in your petition that you were "entrusted with the correspondence and negotiations, verbal and in writing, which led to friendship being again established between that statesman (Sir George Grey), representing the Government, and the Natives"?—Yes.

98. That is in 1887. Then later on you say you were "assured personally and in writing by the Government of its support in negotiating for the lease of a block of land on the south bank, Mokau River"?—Yes, I put that in, in Mr. John Sheehan's document. Sir George Grey and Mr. Sheehan were together when Grey said, "You had better give Jones a letter."

99. Then you say "that upon a change of Government taking place this pledge became violated in a most unrighteous manner, and obstructions were for several years thrown in the way by Government officials of your petitioner acquiring any titles or secure occupation of the said land"?—It was clearly proved before the Commission of 1888, Judge Davy and Lieut.-Colonel Roberts, that I had been obstructed and injured and damaged by the Government officials, and that the surveyors obstructed me. There is a paragraph in the report stating that "Joshua Jones has undoubtedly suffered great loss, but we cannot estimate the amount of pecuniary damage."

100. Then you say that you were further thwarted in your dealing by the passing of the Native Land Alienation Restriction Act, 1884?—Yes.

101. Then in 1885 you appealed to Parliament for relief, and the Special Powers and Contracts Act was passed?—That is so.

102. Then a decision of the Chief Judge of the Native Land Court upset you again?—Yes, the Chief Judge was Judge Macdonald, who did not understand the position. Wetere sent a telegram to him stating, "We desire to sign more leases for Jones," and the Judge telegraphed to the effect that any signatures obtained after that date would be illegal, forgetting that there was a special statute for me that did not apply to any other land. You will find in *Hansard* that Sir Frederick Whitaker explains the point. I will produce it.

103. Then you petitioned Parliament in 1888?—Yes.

104. And this decision was held to be wrong?—Yes.

105. In 1888 another Commission was set up?—That is the Commission from which the special statute was passed.

106. Following that the Mokau-Mohakatino Block Act was passed?—Yes.

107. It was when that Act was passed that you waived any claim that you had against the Government?—Yes.

108. At the same time you say that Sir Harry Atkinson suggested that if you put in a reasonable claim for compensation it would be considered?—He said he would support it.

109. That finished up your dealings with the Government before you went Home in 1902?—Yes, and then it took some time to get the signatures and put the thing in order.

110. On the first sale of the property in April, 1903, when it was bought through Mr. Travers in Mr. Flower's name, Mr. Flower told you that the property had been purchased for himself and a banker named Hopkinson?—Yes, he was standing in with him.

111. That sale was practically nullified by the compromise made while the Court was sitting?—Flower was held by the Divisional Court and the Court of Appeal to have fraudulently claimed that he bought it for himself.

112. He was held to be your trustee?—Yes, it was held that he was trustee of the estate for me.

113. When that action was compromised you came to an agreement about it?—That is so.

114. And your counsel advised you that there was no money obtainable from the other side, and that they were not worth powder and shot?—Not only that, it came somehow through some solicitor's clerk that knew.

115. There were four people concerned in that—Flower, Nussey, Fellowes, and Hopkinson?—The compromise was with Flower, because he was the only owner of the estate.

116. Had Fellowes any money?—He had been a clerk in the office, and was made a partner for the transaction.

117. And Nussey?—They believed that all the property he had belonged to his wife at Chiselhurst.

118. And Hopkinson was a bankrupt?—Yes.

119. Every precaution was taken to see that there was no money?—Yes, or I would not have compromised. After the compromise the foreman of the jury and I were having dinner together, and he said, "We were going to give you the whole amount claimed." I wanted to take the verdict at first, and my counsel said, "You take my advice," and I agreed to the compromise.

120. Between 1904 and 1907, you say, they circulated the same reports respecting the quality of the coal—that is, they circulated damaging statements about the property?—Yes.

121. Can you explain this: these executors of Flower's had some £17,000 at stake at that time—why should they go about circulating damaging reports about a property over which they had security? Would that not damage the value of the property which came into their hands later on?—They might have wanted to work the property themselves. Messrs. Doyle and Roberts were getting the money for me, when I met Mr. Seward one morning at the corner of Bishopsgate Street and Threadneedle Street. He showed me the damaging report on the coal. I asked Mr. Seward where he had got his damaging report from, and he said, "It is copied from the report of the engineer who went out to look at the property." I said, "That will damn it." He said, "I am very sorry; in the face of that report I cannot go any further with it." He showed the report to Mr. Doyle, and its circulation damned the whole thing. If they had got the property they would have worked it themselves, and then it would not have mattered what the report was.

122. You think that explains their running down the property, although they had it as security?—I can give you no other reason.

123. Coming to the sale of the 10th August, 1907, you say, "There being no bidding by the public, the executors became the purchasers at the amount of their alleged claim"?—That is to say, they bought it in for £14,000.

124. It was sold through the Registrar?—They bought it in themselves, but Herrman Lewis was the purchaser, as the world was led to believe. Flower's executors had tried to get a lot of people to buy it, but he was the only man they could get to look at it, and there is no doubt that Flower's executors made use of this Herrman Lewis.

125. You state in your evidence that Herrman Lewis had no money?—Yes. In two places in Mr. Dalziell's evidence he says that Herrman Lewis is extremely pushed in one place, and in another place he says that he had no means of paying the money

126. You told us that Herrman Lewis owed Macarthy £25,000?—Yes.

127. And you said Macarthy had double security for that amount?—Yes.

128. If Mr. Macarthy held security for double the advance, was not Herrman Lewis worth the equity of redemption—that is, £25,000—if he had £50,000 worth of property with a mortgage of £25,000 on it? You say that Herrman Lewis was a man of no substance, but assuming that those figures are correct he must have had £25,000. He might have got a second mortgage as he held the equity?—As a matter of fact Herrman Lewis did not put a penny into this concern—not a farthing. I want you to be clear about that. The evidence shows that he bought the property at £14,000 and mortgaged it back again the same day for £14,000. It is not denied that the executors put him in as a dummy.

129. You say he was a dummy for the executors?—Yes, and it was proved afterwards. The money was paid to Messrs. Moorhouse and Hadfield—the first lot of £4,000-odd.

130. Who was the mortgagee when Macarthy came into the matter?—The people in London held the mortgage for £14,000.

131. Do you not think the money would go to the agents of the mortgagee—it would not go to Herrman Lewis?—How could Herrman Lewis be a *bona fide* purchaser?

132. Would not the mortgagees naturally insist on any proceeds of the sale going to them and not to Herrman Lewis?—Herrman Lewis was merely the dummy, not the actual purchaser, as is proved by the mortgagees saying, "Don't pay this man the money, pay us." If he were a *bona fide* purchaser Herrman Lewis would say, "Pay the money to me."

133. Supposing you held a mortgage for £14,000 over a property, and you knew that the man selling it was receiving the proceeds of the sale, would you not want the money to be given to you?—Naturally, but that shows that the man who held the title was a dummy. In Mr. Dalziell's evidence it says the purchasers said, "Put Herrman Lewis's name on the title—on the Land Transfer Register—and then we will deal with you." They did that, and took the mortgage back the same day. He was merely the medium, not a *bona fide* purchaser.

134. I am assuming now that the trustees had acquired a title from the Court. You allege there was a fraud and that the sale was not a *bona fide* one, inasmuch as the trustees bought it in themselves?—That is my allegation—that they bought it in. As the Judge said in London, they were trustees when they bought it, and consequent on their spoiling the sale in London we reverted back to the position we were in before we had the compromise.

135. But the mortgagees had a certain title as mortgagees?—Yes, that is so.

136. Their title depended upon your title, did it not?—Yes.

137. And if there was anything wrong with your title, as alleged by the Stout-Palmer Commission's report, that must have affected the trustees; if your title was bad, their title was bad?—You are correct there, but that does not alter the situation of the trust.

138. You came into contact with the Government again in 1908, when you laid the position before Sir Joseph Ward?—Yes; that was after the decision of the Full Court. The decision was given in July.

139. In that same year you petitioned the House of Representatives?—Yes, but it was the Upper House that made the report. They were rushing away to the elections, and said, "The Upper House will do it for you," and I drew up two petitions.

140. And the Upper House recommended the setting up of an inquiry?—Yes, and asked the Government to prevent any further dealings in the property.

141. You gave evidence before the Committee set up in the Upper House?—Yes; also Mr. Herrman Lewis.

142. And after the Committee weighed all the evidence they came to the conclusion that the Government should not allow any further dealing with the land?—Yes. If I may be allowed to suggest it, I think they saw that there was a swindle.

143. Do you contend that from the evidence given before that Committee, and from the various matters brought before the Government, there was reasonable ground for the belief that some fraud had been perpetrated?—That there was something to be inquired into. They would have inquired further into the matter, but Parliament was rising the next day, and they had not time to finish the inquiry. They said to the Government, "You set up an inquiry, and withhold the property from further dealings pending the inquiry." That is in the report.

144. In clause 34 of your petition you say that Mr. Treadwell reported to you the same day that he had seen Dr. Findlay, "who informed him that the Government would not give effect to the recommendation, and that no inquiry should be set up, nor any steps taken to prevent the property from being further dealt with"?—That is so. I had heard privately that the report of the Committee had been laid on the table. I rang Mr. Treadwell up and told him that the report had been brought up, and asked him to go and see Dr. Findlay. He went, and on coming back said, "I have seen Dr. Findlay, and he informed me that the Government would not set up an inquiry, and will not act on any recommendation." He said, "He has given me terms on behalf of Herrman Lewis, and from the way he has put the matter to me I think you had better accept the terms or you will get nothing at all." I said, "What the deuce has Dr. Findlay got to do with Herrman Lewis?" He replied, "He tells me that his firm are solicitors for Lewis in this matter." "Do you mean to tell me he wants me to make terms with Herrman Lewis?" And he said, "Yes, he did." I put in a letter I wrote to Mr. Treadwell, and he replies confirming the statement he made to me that Dr. Findlay said there should be no inquiry—not that they would not hold one.

145. Did Dr. Findlay, Sir Joseph Ward, or Mr. Carroll give you any reason why they would not carry out the recommendation of the Committee of the Upper House?—There was no reason given by Dr. Findlay to my solicitor.

146. Nor to you?—I did not go near him. You must remember that he was a member of the firm of solicitors who were acting as counsel for Herrman Lewis.

147. Did not Sir Joseph Ward give you any reason?—Two years afterwards, in 1910, at the time Sir Joseph Ward agreed to buy the property, I said, "What is the reason I cannot get that inquiry?" He said, "I do not know; I suppose we have forgotten it." He said, "I remember you asking for the inquiry." Mr. Treadwell and myself were with Sir Joseph Ward, and Mr. Treadwell said Dr. Findlay told me that we should never get that inquiry. Sir Joseph Ward said, "That is not my view. I promised Jones the inquiry, and I do not see why it should not take place." I put these words in a letter to Mr. Treadwell at the time. I said, "Is this what took place between us?" and he said, "That is exactly what happened." All this is among the exhibits put in.

148. In your petition you say, "I discussed these instances with Treadwell at the time, and shortly afterwards obtained from him a document mainly confirmatory of what is stated in this and the last two preceding paragraphs"?—No, that is not the letter. The Hon. Mr. Luke asked me here if I had got the original documents, and I said that I had put them in. The letter I am speaking about now is dated the 22nd April, 1910, whereas the letter you are speaking of is dated the 29th October, 1908, where Mr. Treadwell states what took place at the time between Dr. Findlay and himself.

149. Coming to the Stout-Palmer Commission's report, you stated that you had no notice whatever about this Commission until after it sat. You say that you "noticed in an Auckland paper of the March previous that the Stout-Palmer Commission had held an inquiry into the Mokau lands, which inquiry I had received no notice of, the same having been held unknown to me"?—That is so. I put the newspaper in where I saw the report that they had held an inquiry. Again I wrote to Sir Joseph Ward stating that this inquiry was held behind my back. When the £5,000,000 loan was being floated in London it was stated that the Opposition had put forth reports which affected its success; but it was nothing of the sort. It was in consequence of the Government breaking their promises to me.

150. You say that the Mokau Block was not Native land?—No, my leasehold was brought under the Land Transfer Act. Therefore Sir Robert Stout had no power to inquire into that—none whatever.

151. In clause 42 of your petition you say, "That in April, 1910, your petitioner received a cable from London offering to build a harbour at Mokau upon the Government lands and work the minerals upon the property"?—That is so.

152. "Upon this cable Sir Joseph Ward agreed with me verbally, in the presence of Treadwell, to purchase the freehold of the entire estate from the Natives, which was obtainable at £15,000, and grant me extended leasehold terms of the minerals in consideration of the harbour being constructed and an area of surface land for my family, leaving to the Government some 46,500 acres freehold upon which to place settlers. The alleged holder of the lease was to be compensated under section 375 of the Native Land Act. The Hon. Sir James Carroll agreed likewise, and the whole transaction could have been settled without further trouble or cost, but a few days later the Hon. Mr. Carroll informed Mr. Hine, M.P., Mr. Treadwell, and myself that the proposal had been rejected by Cabinet and would not be carried out"?—That is so.

153. Was not a similar suggestion made by the Stout-Palmer Commission that the Government should acquire the leasehold?—There is no such suggestion. Sir Robert Stout says the leaseholder is entitled to no consideration at all.

154. I think you can find that in the report?—I should like you to show it to me, sir. It is somewhere in the report that I am entitled to no consideration at all, or something to that effect.

155. It is on page 7 of the report—"The land held under lease would, we believe, be suitable for settlement, and could be largely developed. There seems to us little chance of either the mortgagor or mortgagees developing the land such as was contemplated when the lease of 1882 was first signed, and it is a question whether some arrangement might not be made between the mortgagor, the mortgagees, and the Maoris to provide for the suitable and immediate settlement of the land"?—Yes, but prior to that it says that Jones, the original holder of the leases, is not entitled to any consideration. It is somewhere there. When that report was made it must be borne in mind that Herrman Lewis, the then holder of the leases, was the client of Dr. Findlay's firm.

156. You contend that this refers to the mortgagor, Herrman Lewis, leaving you out altogether?—It is stated that I, the originator of the leases, am entitled to no consideration at all.

157. Coming back to your petition, paragraph 42, you say that you agreed verbally with Sir Joseph Ward in the presence of Mr. Treadwell that the Government were to purchase the freehold of the entire estate from the Natives, which was obtainable at £15,000, and to grant to you extended leasehold terms of the minerals in consideration of the harbour being constructed and an area of surface land for your family?—Yes, and for the trouble I had been put to.

158. Would that have been an absolute solution of the whole difficulty?—Yes. I asked Mr. Carroll if Dr. Findlay was at the meeting of the Cabinet which decided that nothing could be done, and he said, Yes; and I said in my heart, "That upsets the apple-cart." I felt in my heart that Dr. Findlay was at the bottom of it. The whole correspondence shows that I believe firmly that he upset it.

159. At this particular time when the agreement was discussed Herrman Lewis had only bought the leasehold interests?—That is so, you are correct; but I had my opinion about the clause being put into the statute to enable the Order in Council to issue.

FRIDAY, 18TH OCTOBER, 1912.

JOSHUA JONES further examined. (No. 9.)

1. *Mr. Statham.*] Yesterday we got to that part of your case where the Government refused to set up the inquiry recommended by the Committee of the Legislative Council?—Yes.

2. Will you tell me what Dr. Findlay's excuse was?—As conveyed to me verbally by Mr. Treadwell and also by letter he said I should not have the inquiry.

3. Did he say anything about the Solicitor-General's opinion?—Not then. That cropped up afterwards.

4. When did the Solicitor-General give the opinion that no inquiry could be set up?—It was after that.

5. Did it refer to the same inquiry?—Yes.

6. In 1910 you petitioned the House again?—Yes.

7. It was referred to the A to L Committee, and in paragraph 43 of your petition you state that they "recommended the Government to assist in bringing about an amicable understanding between the parties with the view of settling the land, and that in view of the fact that the petitioner believed that his original lease from the Natives to be legally sound, and taking into consideration the treatment meted out to him by solicitors in England whereby he lost his legal interests in the estate, the Committee recommends that in any such mutual understanding the petitioner's claims to equitable consideration should be clearly defined. That the Government gave no effect whatever to this recommendation, but treated it with the same indifference as it treated the recommendation of 1908"?—That is so, sir.

8. That is to say, they ignored also the recommendation of the A to L Committee?—They did, sir.

9. I want you to tell me something about the Order in Council. In the Native Land Act, 1909, there is a provision fixing the limit of land a person can acquire at 3,000 acres?—I am aware of that.

10. There is another provision where, if it is in the public interest to allow a larger area to be acquired, the Government may by Order in Council allow that to be done. When did you know that the Order in Council had been put through allowing Herrman Lewis to acquire more than 3,000 acres?—After the transaction had been completed, in the following year. I did not know until the following March; and, further, the Order in Council was not gazetted until the 30th of the month after the transaction had been completed. I doubt if it is legal.

11. According to the Act ten days' notice must be given in the *Gazette* before the Board can deal with the application?—I think that was done; but that is not the gazetting of the Order in Council—that is a different notice. I think that was done, although I never knew of it. I had previously written to the Native Minister and to Mr. Fisher, the Under-Secretary, asking to be informed of any intended dealings with these lands, considering that my statutes had been repealed in 1907 when I was in England. Mr. Carroll or Mr. Fisher said, "Bring your application before the Maori Land Board at Te Kuiti." I wrote a respectful letter asking to be informed of any dealings, but neither the Under-Secretary, the Native Minister, nor the Prime Minister gave me any information until after the transaction was over. I said, "The *Gazette* never reaches this district and I do not get it." I never knew of the Order in Council being issued until after the transaction had been finished.

12. Might it not be in the public interests that this Order in Council should have been granted?—I cannot see it. How does it come into the public interests? It was in the interests of these speculators, undoubtedly. It would have been more in the public interests to have bought the land for £15,000, and they could have got it for that to my certain knowledge.

13. Was there any land left to the Natives out of this block?—Not an acre. There is a burial-ground, but that is not reserved for the Natives. That contention need not have arisen, but here is a lot of tears shed in the Stout-Palmer report about the poor Natives having been deprived of their land. There is a return here showing that every person interested in that land had ample lands elsewhere outside of the block, and stating where their lands are. Every Native is named, and the return shows where the land is.

14. You mentioned that Herrman Lewis was a dummy purchaser?—Yes.

15. Did you bring that under the notice of Sir Joseph Ward?—It is in my petition to Parliament in 1910 that the transaction in connection with Herrman Lewis was a dummy one. He bought it for £14,000 on one day and mortgaged it back for the same amount on the same day, and never paid a farthing for it.

16. What did Lewis pay for the freehold?—£25,000.

17. And what did he sell it for?—Then it was chopped about. Some man in Palmerston North made £10,000 out of it, and it ran up from £25,000 to £85,000-odd.

18. Has that land been subdivided?—They are doing it now. When you come to the public interest it is quite right to say that the land should be occupied, but why could not Sir Joseph Ward have got the land occupied by the Order in Council as well as any one else?

19. Do you know of any reason why the Government did not acquire it?—None whatever. There was an arrangement with me that I should surrender my leases, and providing that if Herrman Lewis sustained any loss in the leases there was to be compensation for him. There is a letter from Mr. Treadwell to Sir Joseph Ward which sets it out, and stating that the Prime Minister agreed with it.

20. In clause 52 of your petition you mention another portion of the block, comprising some 2,000 acres, which was not included in the litigation?—Yes, and a little more.

21. You did not mortgage those 2,000 acres to Flower?—No, I did not acquire them. The acquisition of them was held to be by statute. I did not acquire the land, though I had statutory power to do so. I will point it out on the block. [Map referred to.] In Mokau-Mohakatino No. 1E there are 1,523 acres; there is another piece in No. 2 of 256 acres, and another little piece in Block No. 1D of 160 acres.

22. You say that in 1907 the statutes to give you the title——?—Not the title, the pre-emptive right to acquire.

23. These were repealed in 1907?—That is so.

24. What has happened since then?—Directly I saw that the statute was repealed I went to Sir Joseph Ward about it, and I think Mr. Jennings was with me. Sir Joseph Ward said, "That is evidently a mistake, Mr. Jones; we cannot repeal private statutes until they have fulfilled their errand. I have enough knowledge of law to tell you that. I will get them reinstated forthwith." He referred to a special Act or an Act like the "washing-up" Act to meet the case. That was in 1908.

25. Did he do it?—No. When he was going into the House that year I slipped a letter into his hand, because the session was drawing to a close, but he took no notice of it, and the greater part of the land has passed away in fee-simple.

26. What you say is that two other people have acquired the fee-simple of the greater part of this land?—Yes. I communicated with the Land Board directly I heard of it. I came down in February, 1912, and saw Mr. Carroll about it, and said, "You can stop this."

27. Do you consider that you have suffered a loss there?—Certainly I have. Two men have purchased the fee-simple of it.

28. Can you give us any estimate of the amount of loss you have suffered?—I cannot do that. At any rate, the fee-simple of half of that block has been bought at £3 an acre within the last six months.

29. What would you have got it at—was there any price arranged?—No, it was a matter of negotiation, but another white man has got it. No one has acquired yet the piece where I live down at the Heads, but the statutes have been repealed, and any one can come to-morrow and buy it.

30. What relief do you suggest the Committee could give to you?—I ask this Committee and Parliament to pass a special Act of Parliament empowering a new trial of action. At present I am prohibited from entering an action by the decisions of the two Courts, both here and at Home.

31. Have you any means of prosecuting the action?—I will find means if my right is established. The right is at present taken away from me.

32. Is not the position of the land changed very much?—That is through no fault of mine, because due notice was given to all and sundry against dealing with this property. Mr. Justice Parker said from the bench that he knew the Land Transfer Act well, and that it was never made to prevent an action nor to assist a fraud.

33. And you have no idea of the amount of damage you say you have suffered at the hands of the New Zealand Government?—I have not come to that. I have made out another claim as an alternative. I ask that the Government should take this block over and stand in the position of the purchasers. They could arrange with the present holders and compensate me in land or minerals.

34. The Government cannot now get the block for £15,000?—The present holders of the property only paid for the surface valuation. That is the sworn evidence of Mr. Kensington, who said the minerals were not included in the purchase, although they were in the Crown grant. I submit it is competent for the Government to put a royalty on the minerals either in a lump sum or as the property is being worked.

35. But these people have got the freehold?—That is so, but, still, they do not pay for the minerals.

36. But they have the titles?—That is so, but the Crown can come in and say, "We shall put a tax on it for the public benefit," and then they could arrange with me. The Government permitted the transaction to take place.

37. You do not suggest that because the Government allowed the Order in Council to issue they are responsible?—Nothing could have touched this property but for the Order in Council.

38. It seems that the particular grievance you have against the Government—at any rate, of recent times—is that they issued this Order in Council which finally deprived you of any opportunity of getting back your leases?—That is one ground; but there is the ground that in 1908 the Committee recommended that the Government should hold the property from any dealings and set up an inquiry. The Government said they would not hold the property nor have the inquiry. I petitioned again in 1910, and the Committee said in the last paragraph of their report that the Government should endeavour to come to some amicable arrangement between me and Mr. Herrman Lewis, so that my interest in any action should be clearly defined. The Government paid not the slightest notice to that recommendation, but issued the Order in Council. They might have said, "We must issue the Order in Council, but Jones must be protected," but they did not do it. They issued the Order in Council, disregarding what the Committee said as to the interests being defined. The Government had it in their own hands. It is a matter of discussion about it being in the public interest. When the Legislature put that clause into the statute they never intended that the Government should use it to dispossess me. Parliament never intended anything of that sort, and if they had foreseen it they would never have passed such a clause.

39. *Hon. Mr. Anstey.*] There was an action you commenced in 1911 which was decided against you?—No, sir; I came here to commence the action, and the Chief Justice said, "I will not allow you, because the jurisdiction is in England."

40. Then you still have your right of action in England?—By form of appeal against the Chief Justice's decision refusing me the right here. It has gone Home in the form of an appeal to the Privy Council, but I have not the means to prosecute it.

41. Do you contend that your further right of action, whatever it is, is prejudiced by the Order in Council?—Undoubtedly, sir.

42. Can you explain in what way that Order in Council prejudices your right of action? Is it from the fact that the Order in Council virtually places power in the hands of this man to successfully resist your claim?—That is so. You will find that it states that this man Lewis had the property for three years in his hands. No one would have any dealings with him until the Order in Council was issued.

43. Do I understand you to say that the issue of that Order in Council was influenced by the issue of the Stout-Palmer Commission's report?—My answer is Yes. My authority is Sir James Carroll in the House: "The Commission suggested that there were great doubts as to the validity of the said leases."

44. Have you any reason to state that the Stout-Palmer Commission's report was placed before the Government before the issuing of the Order in Council?—Absolutely. And Sir James Carroll said that they were led to issue the Order in Council upon the basis of that Stout-Palmer report.

45. You contend that that report is illegal, because the Commission was set up to report on Native lands and your lands are not Native lands?—Undoubtedly. There was no power to inquire into these lands, and if there was any reason to inquire into them there were the proper Courts to do so.

46. With regard to these 2,000 acres of land you mentioned, you still have the right to acquire them?—But for the repeal of the statute protecting me.

47. I understood you to say, in reply to Mr. Statham, that any one can come in and buy that land to-morrow?—Yes, but it was reserved to me before.

48. You can still buy it?—I have the right that others have. Fifty people can bid against me.

49. Can you tell me how much of this block, the 1,523 acres, is left?—About half of it has gone.

50. Then half of it still remains for you or any one else to acquire?—Yes. I shall be surprised if it has not been acquired before now.

51. *Hon. the Chairman.*] The Special Powers and Contracts Act of 1885 enabled you to complete your leases?—Yes.

52. And the Mokau-Mohakatino Act of 1888 provided that a certificate of title should be issued forthwith to you?—To the Native owners, not to me. That is merely a document that remained in the hands of the Government, but it is an authority for the Natives to deal with the land.

53. It was for your lease to be registered against certain shares ascertained?—Against every signature I had obtained.

54. Was that lease registered?—Yes.

55. When?—I think I have made a mistake on that point; the leases are registered under the Land Transfer Act by Flower's executors. That is registered under the Native Land Act. Section 4 of the Mokau-Mohakatino Act, 1888, says, "It shall be lawful for the said lease of the said Joshua Jones to be registered in manner provided by the Native Land Court Act 1886 Amendment Act, 1888, against the shares so ascertained as aforesaid of the persons who shall have signed the said lease." This is the point: I, after the compromise of 1904, gave authority to Flower's executors to register under the Land Transfer Act of New Zealand. That is the position.

56. Was that lease registered under the Native Land Court Act?—No, it never was.

57. This Mokau-Mohakatino Act was repealed by a subsequent Act of the Legislature?—Yes, in 1907, and the Special Powers and Contracts Act too; they were both repealed.

58. Did you suffer any loss or damage through that repeal?—To start with, those two pieces of land, 1,500 acres, have gone away from my grip.

59. You made a statement that Sir James Carroll, on the 15th March, 1911, said the Government felt justified in issuing the Order in Council: to whom did he say that?—He said it in Parliament—that the Stout-Palmer report was the ground on which they issued the Order in Council.

60. Where were you at the time Lewis bought the property?—At Mokau. I had not the slightest idea there was an Order in Council empowering it.

61. At what date did you tell Sir Joseph Ward that the land could be bought for £15,000?—Mr. Treadwell and I had an interview with him on the 22nd April, 1910, when he agreed to buy the land. Further, in Mr. Treadwell's letter of the 22nd June, 1910, to the Premier, he sets out that the land could be bought for £15,000. We had an understanding. Another thing is that Sir James Carroll absolutely paid a deposit on the purchase for the £15,000, and relinquished it for some reason. I was examined about that. I was asked, "How do you know they paid this money as a deposit on the £15,000?" and I replied that Sir James Carroll had told me so at the time.

62. You said a clause was put into the Act to enable the land to be purchased: were you referring to the Act of 1909?—This was a new clause put in the Act.

63. What was that Act?—The Native Land Act of 1909. While the Act was being passed no one seemed to realize what might happen from it.

64. Who first applied to the Government for the issue of the Order in Council?—I do not know.

65. Was it Mr. Skerrett?—Of course it was. Mr. Skerrett and Mr. Dalziell both appeared before the Committee of 1910.

66. Who made the application to the Government?—Mr. Skerrett.

67. On whose behalf?—The application, I think, was made by Mr. Dalziell on behalf of Mr. Lewis, and Mr. Skerrett consented on behalf of the Natives.

68. You are quite clear on that point?—I think so.

69. I understood you to say that the first application came from Mr. Skerrett, who was acting on behalf of the Natives?—When the A to L Committee was sitting—on my petition, remember—it appears that the Chairman gave permission to Mr. Skerrett and Mr. Dalziell to appear before it and ask it to recommend the Governor to issue an Order in Council. As a fact it was my petition and my Committee, but these two gentlemen were granted permission to come there and ask it to recommend the issue of the Order. Now, what the Committee did recommend was—"(5.) That, in order to settle the long-standing dispute in connection with the Mokau-Mohakatino Block, the Government be recommended to assist in bringing about an amicable understanding between the parties concerned, with the view of settling the land. (6.) That, in view of the fact that the petitioner believed his original lease from the Natives to be legally sound, and taking into consideration the treatment meted out to him by solicitors in England, whereby he lost his legal interest in the estate, the Committee recommends that in any such mutual understanding the petitioner's claims to equitable consideration should be clearly defined." But as regards the Order in Council that was left to Mr. Dalziell and Mr. Skerrett. Sir James Carroll, finding what the Stout-Palmer Commission reported in reference to the Natives, said, "We employed Mr. Skerrett to come and look after their interests."

70. Then your answer, put shortly, is this: You believe that Mr. Dalziell applied for the Order in the first instance, and that Mr. Skerrett consented?—Absolutely. It was done between the two of them, but Mr. Dalziell was the man who applied.

71. Was the letter from Mr. Treadwell to Sir Joseph Ward of the 22nd June, 1910, sent before or after Herrman Lewis got the property?—After, sir, because the letter sets out that Herrman Lewis could be compensated under, I think, section 375 of the Native Land Act. I am clear that the letter sets it out.

72. Although your leases were registered under the Land Transfer Act the land was the property of the Natives?—The fee-simple was.

73. I would like a little more information on this point: your statement is that the Government had no right to set up the Stout-Palmer Commission?—I still say so.

74. You admit that the Government have the right to set up a Commission?—I deny it *in toto*.

75. Did you not yourself ask that a Commission should be set up?—I asked that the Commission recommended by the Legislative Council Committee of 1908 be set up. But the Stout-Palmer Commission was set up unknown by me, and I knew nothing of it until two months later.

76. Do you think the Government have a right to set up a Commission if they desire to do so?—I do not think so.

77. Do you say that the Government had a right to set up a Commission at your request, but at no one else's?—Yes; but there was no one else interested.

78. If they had the right to set up a Commission at your request they had the right to set up a Commission?—But this Commission was set up pursuant to a threat.

79. You say that they had no right to set up the Stout-Palmer Commission?—Yes, because the Stout-Palmer and Stout-Ngata Commissions were set up to inquire into purely Native lands, not for lands held under the Land Transfer Act.

80. Originally there was a mortgage on this property, when it was first bought, at £7,500?—£7,652, yes.

81. That increased in course of time to £17,500: how did it become so increased?—Through the extravagance and extortions of Flower. I never got a penny of that money.

82. How much did you receive out of the £7,652?—I am not sure. The accounts are somewhere attached. I do not think I got more than £2,000. When I wanted £1,000 for the Native Land Court and went to Mr. Quick, the solicitor for Plimmer, to get it, he said, "I want £100 as well for myself in recommending Plimmer to lend the money," and Plimmer wanted £500 bonus and interest for lending what he did.

83. You do not think you got more than £2,000 in hard cash out of it?—No.

84. Having increased to £17,500, how did the amount afterwards become reduced to £14,000?—There is an important point I wish to mention, showing how that amount was run up. Flower was offered his money by Mr. Jellicoe, who said he would put up £12,000. The money was lying for him in London, and Mr. Jellicoe said, "You can take whatever is due to you out of that." Mr. Flower said, "No, I want £30,000 now." While that offer was made in London he sent a man out to survey the land, and that survey ran into £5,000. I warned Flower about that and said, "You shall not be paid for that."

85. After this mortgage had run up to £17,500 it was bought in for £14,000 by Lewis?—Yes.

86. How had this amount of £17,500 been diminished?—By no action of mine.

87. The property was bought in at the amount of the mortgage?—That is so.

88. How did the amount become reduced from £17,500 to £14,000?—That was arranged by Herrman Lewis. The sale out here was for £14,000; the £17,500 was in London.

89. You complain that the Order in Council was issued without your knowledge?—Yes.

90. What would you have done to prevent its issue had you known that it was to be issued?—If I had known they were going to do such a thing I should have found a way to go to the Premier and ask him what he meant by it in the face of the recommendations made. I think on the 15th November Mr. Okey, in the House, asked him what he was going to do in connection with the property, and his answer was, "The matter is now before Cabinet, and directly a decision is arrived at I will inform the House of it." That is between the 11th and 17th November. On the 3rd December Parliament dissolved, and on the 5th December the Cabinet all agreed to the issue of the Order in Council, and neither Mr. Okey nor any one else knew anything about it.

91. Could you have done anything else to protest against the issue of the Order in Council?—If I had gone to the Governor I am sure he would never have signed it. I take the liberty of saying that.

92. *Hon. Mr. Anstey.*] Can you, shortly, give us the terms of the compromise which you say was arranged between you and Sir Joseph Ward?—Yes. It was the same arrangement as was made with Sir James Carroll.

93. On two occasions?—Yes. Mr. Carroll was at Gisborne when I and Mr. Treadwell saw Sir Joseph Ward. Sir Joseph Ward said, "I am off to Invercargill, and I will telegraph to Carroll." Mr. Carroll saw us in Wellington, and afterwards caught Sir Joseph Ward in the South. The terms were these: The Government were to buy the freehold from the Natives, I was to cancel any claim I had on the leases, and the Crown was to give new leases—extended leases—including the minerals and a portion of the surface land in fee for my family to live upon.

94. How much?—It was not exactly arranged. There were ten children, and I said, "The least you can do is to give me an amount for each child." Sir Joseph Ward said, "That is fair, Jones." I said, "You will have 46,000 acres on which to put settlers," and he said, "I think that is a very good deal, and I will give you extended leases at a peppercorn rental. I cannot give you the minerals—you will have them in your leases—because there is a feeling on the part of the public that the Government should not part with the fee-simple of the minerals." Mr. Treadwell was there and said, "That is a bargain; that is all right, Jones." When Sir James Carroll came down he saw Sir Joseph Ward, and he agreed to the terms too.

95. You say the agreement with the Government was that they were to buy the land from the Natives, that you were to cancel your leases, that the Government were to give you extended leases over the minerals only, and also that they were to give you some portion of the freehold

for your family?—That is right. To show that this was *bona fide*, at the interview with Sir James Carroll he said, "Now, Treadwell, you write out a telegram for me to send to Sir Joseph Ward." The bargain was complete.

96. *Hon. the Chairman.*] That closes your examination for the present?—I would like to put this in: The Stout-Palmer Commission made the same error as did Chief Judge Macdonald in 1887—namely, that of holding this property to be amenable to the general laws, instead of confining the questions relating to the title to the special statutes enacted respecting the property. In the case of Chief Judge Macdonald, the then Attorney-General, Sir Frederick Whittaker, made it clear (*Hansard*, 1888, p. 528–29) that when an Act of Parliament dealt with a particular case it could not be affected by the general laws. In the case of the Stout-Palmer Commission complete ignorance of this simple rule of law is exhibited, and other statutes are quoted as having a bearing; whereas the Mokau-Mohakatino Act, 1888, provides that, subject to the certificate of the Frauds Commissioner, such lease shall be good, valid, and effectual to the extent of the demise. This certificate is attached to the deeds.

97. That is a memo. by yourself?—Yes, sir. [Exhibit PPP.]

TUESDAY, 22ND OCTOBER, 1912.

CHARLES HERBERT TREADWELL sworn and examined. (No. 10.)

1. *Mr. Statham.*] You acted for Mr. Jones, Mr. Treadwell?—Yes, I acted for Mr. Jones in the first instance, before he went to England.

2. What year would that be?—I forget the year.

3. Mr. Jones states he went to England in 1891 or 1892?—That is about the time. The late Mr. Travers was his regular solicitor, but I was doing what I could to help Mr. Jones.

4. Had you any communication with Mr. Flower during the time Mr. Jones was in England?—No, I never had any correspondence with Mr. Flower at all.

5. Or with Mr. Jones when in England?—I was in touch with Mr. Jones at intervals during the whole of his absence from New Zealand. I represented him here. I conducted several cases for him in the Supreme Court.

6. Then whom did Mr. Travers represent?—This was the position, as I understand it: Soon after Mr. Jones got to the Old Country he had disagreements with Mr. Travers, and I think he looked upon me as representing him in New Zealand at the time, and I did my best in the absence of specific instructions to protect his interests in every possible way.

7. Do you remember, approximately, the first occasion on which you had to act in order to protect his interests?—During the whole of the period we had correspondence between us. There were several applications made to the Court. I did not know that it was suggested I should give evidence on this point, or would have prepared for it. As I say, there were several occasions on which applications were made to the Court. On one occasion I commenced an action for him, and on another occasion I took some steps to protect the caveat that had been lodged.

8. The first sale by Mr. Flower was made on the 8th April, 1893, under his mortgage. Did you act for Mr. Jones at that time, when Mr. Travers bought in the property in Mr. Flower's name at New Plymouth?—If my memory could be refreshed about the matter I might be able to give some details, but I have no means, without looking up the records, to enable me to answer questions.

9. Do you remember the second sale in 1907?—Yes, I remember that sale. I think that was shortly before or after Mr. Jones came back.

10. Did you act for Mr. Jones then at all?—I took steps as far as I possibly could to protect his interests. What I did precisely at the moment I do not remember.

11. When Mr. Jones returned to New Zealand he consulted you, did he not?—He came to my office immediately after he came back, and he was in communication with me almost continuously until he and I had a disagreement.

12. You lodged a caveat on the property?—Yes, or Mr. Jones lodged a caveat. I remember being concerned in the preparation of the caveat.

13. Can you tell us what you know about the case since the time you lodged the caveat?—If I had been asked to work this matter up of course I could have done so. It involves an immense amount of investigation which I think I should hardly be asked to undertake. It means three or four days' work, and I do not feel disposed to do it. Mr. Bell asked me to look up the records of the proceedings before the Full Bench. I looked up the proceedings in reference to the caveat and the particular point which Mr. Bell asked me to do, and I can give the Committee information in reference to that question.

14. *Mr. Bell.*] Mr. Jones tells us that his principal reason for claiming redemption was that a compromise was made in 1904 with the executors providing that the property should be transferred back in Jones's name, and that unless Jones found the £17,500 he should give a mortgage to Flower's executors for that amount. Mr. Jones states that when this compromise was come to the terms agreed upon provided that the damaging report on the coal should never again be circulated. Now, when the question as to the caveat which Jones put on subsequently to the sale by the mortgagees came before the Court, Jones had to show the Court, in order to get it to allow him to keep the caveat on, that he had a reasonable cause of action for redemption. Is that the position?—Yes, that is what I understand the position to be.

15. The point that struck me, and I think other members of the Committee, is this: that when the Full Court was deciding this question each of the Judges said that no impropriety on the part of Flower's executors was alleged since the mortgage was given?—Well, I do not know

whether the Judges say that or not; but I know this, that if they do say it the statement is incorrect.

16. The Chief Justice says—I am quoting the "Gazette Law Reports," Volume xi, page 31—"In my opinion in this case Jones has estopped himself from relying on anything that took place before the agreement of December, 1906, and he does not allege any improper dealing by the mortgagees since that date." Subsequent to the compromise Jones got an extension of time, and he signed a document saying that he would not ask for any further time to delay the registration?—That corresponds with what I know. I say that Mr. Jones was estopped in my notes.

17. The Chief Justice goes on to say, "That being so, an action for redemption would, in my opinion, be frivolous"?—This is what I took down at the time: "Stout, C.J.—Jones estopped from action. Nothing in title question. Jones has acted on registered title. Is the proceeding such that an action would be dismissed as frivolous? Estopped Bound by mortgage. Notice to pay off received. Property Act mortgagee becomes purchaser. Certificate cannot be assailed. Not accused of fraud. Suit in England dismissed would be an answer to equity. Judgment in England would prevent redemption." It is a very short note. I do not know whether it will correspond with what you have got.

18. Mr. Justice Williams says, at page 32, "There is no suggestion at all of any irregularity or of anything done or omitted to be done by the mortgagees which ought not to have been done or ought not to have been omitted. The mortgagees therefore became the registered proprietors, and so, by virtue of section 55 of the Land Transfer Act, 1885, they have a title against the world if they have been guilty of no fraud. Fraud is not even suggested"?—That does not appear on my notes. The judgments were delivered orally, not written at all, on the termination of the argument. It is quite an unusual thing to report accurately judgments delivered unless they are written. Unless you get a shorthand note taken it is impossible.

19. Mr. Justice Edwards says, at page 34, "There is no suggestion of any impropriety on the part of Flower or of his executors subsequently to the order of the 27th of July, 1904"?—Yes.

20. Mr. Justice Cooper, at page 35, says, "I listened attentively to Mr. Treadwell's argument, and he said everything that can be said in Jones's favour, but I failed to discover in his argument any suggestion of any impropriety on the part of the executors"?—Well, it is on affidavit at any rate, and my notes for argument are exceedingly full. I evidently devoted a large amount of attention to the thing. Perhaps I had better give you the statement in reference to the question which appears on affidavit. There was an affidavit sworn by Jones on the 16th July, 1908, in Wellington. Paragraph 11 of that affidavit deals with the point which, I understand, you are trying to investigate. The paragraph, in so far as it is material, is to this effect: "The effect of the promulgation of the report of the said Mr. Wales in London was for many years, and indeed down to the present time, to prevent the sale of the property, and the following are the instances of the effect that that report had had: (*a.*) In 1896 I placed the property in the hands of Sir James Mackenzie, who was a company promoter, who took the venture to Scotland, and on coming back he reported to me that he had disclosed the terms of the report of this Mr. Wales, with the result that men of business to whom he introduced the venture refused to touch it. He said, 'I told my friends that I did not believe the report, which I thought was a fraudulent one, but I found in spite of my recommendation I could not in face of the report form a company to purchase the estate.' (*b.*) The above-mentioned instance, in which the effect of the promulgation of this report was to prevent the completion of the contract between me and the West Australian Mining Company. (*c.*) In 1907–8 a prospectus was prepared by Messrs. Doyle and Wright for the sale of the coal-measures on this property at a stipulated price of £50,000 in cash, £40,000 in fully-paid-up 5-per-cent. first-mortgage debentures, and 50,000 fully-paid ordinary shares in the company, and the said report of the said Mr. Wales came to the knowledge of one Seward engaged with the said Messrs. Doyle and Wright in the flotation of the said company, and the effect of the said report was then to prevent the flotation thereof." Then paragraph 11 goes on to say, "There are many other instances in which the effect of this report has been to paralyse attempts to dispose of the said property. It was very often mentioned to me in the City of London as a factor that would prevent the sale of or any dealing with the property." Paragraphs 12 and 13 go on to deal with the effect of the issue of this report by the man Wales: "12. The said Wickham Flower constantly asserted and reiterated by word of mouth and in writing that he was the real owner of the property and that I had no claim thereto, and I can produce many instances of such written statements of which the said above-mentioned letter of the 13th day of August, 1894, and the letter set out in paragraph 25 of this affidavit, are examples. 13. I say that the report of the said Mr. Wales was fraudulently issued by the said Wickham Flower for the purpose of damaging and preventing the sale thereof, and to enable him to purchase the property at a nominal price, and the constant assertion of his title to the property, as mentioned in the last paragraph hereof, was for the same purpose. The action of the said Wickham Flower has prevented me on many occasions from procuring the capital to pay off the amount which he claimed I was indebted to him and the said Charles Cæsar Hopkinson, and I was ultimately compelled by such action to execute the mortgage which I did execute, as mentioned in my affidavit, paragraph 10, sworn and filed in this matter. The said mortgage is the same mortgage as is mentioned in paragraph 14 of the affidavit of Robert Orr, sworn and filed in this matter." That is the only statement that refers to the point as far as I can see. This is my brief, and I am quite prepared to leave it with the Committee for examination.

21. Will you leave us the notes of your argument?—How they can be of any use I cannot see. Of course, counsel often prepares notes for arguments which he does not use. I cannot now state what I put before the Court.

22. You can say that this is the note you prepared for argument and you suppose you delivered it?—All I have in my notes in reference to that is, "Paragraphs 10, 11, 12, 13, 14—effect of promulgation of report." That is a sort of thing I would not make notes of.

23. I gather from the affidavit and the notes of your brief that you probably relied on that point simply as an unconscionable act, not as a breach of one of the terms of the compromise?—It would be apparent that, whether expressed or not, there would certainly—both in law and in common-sense—be implied an obligation on the part of one of the parties to the compromise that he would not do anything to prevent the other party carrying out that compromise.

24. It appears that it was relied upon on that ground rather than on the ground that there was an express undertaking?—There does not appear to have been any other. So far as I know there is nothing in writing to that effect. It is not quite fair to ask me these questions, because this compromise was effected in the Old Country, and I cannot be asked to speak as to what took place there. I am quite certain I would put it here on the ground that there would be an implied obligation in any such compromise not to prevent the other party to the compromise carrying out his part of the bargain. That is probably what I did put.

25. *Mr. Jones.*] That is exactly what the barristers said in England—that it was a matter of law?—Of course, I had not the advantage of hearing them.

26. *Mr. Statham.*] I understood you to say that in some affidavit before the Full Court the circulation of these reports was alleged?—That is the second affidavit of Mr. Jones in the proceedings of the Court here. It is in paragraph 11, which I have just read.

27. That statement must have been brought before the notice of the Judges?—This brief is an exact replica of the papers they had. It was a Full Bench proceeding, and Travers and Co. started to print some of the proceedings, but I made my matter up in typewriting. That is my recollection of it. No doubt that accounts for the somewhat unusual form of the case.

28. *Hon. Mr. Anstey.*] Did you ever see a copy of this compromise that was arranged in England?—Do you mean the Court order?

29. The order for the delay of the sale of the property for two years, extended for six months. There was a compromise: did you ever see the terms of that compromise?—I have not got that here, but I know something of the position. I must have seen it. I knew the whole business and had every detail in my hands. But this is only one out of a multitude of cases I conduct, and I cannot be expected to keep it in mind.

30. Do you know whether there was anything said in it about a bad report?—There must have been. The matter of law is as I have stated above—it is elementary that it should be so.

31. *Hon. the Chairman.*] Was this letter of the 22nd June, 1910, sent to Mr Jones by your firm [letter produced and handed to witness]?—I should say, subject to the emendations and alterations, it would come from my office.

Hon. the Chairman: Those marks were made in the Printing Office. (To Mr. Jones:) From whom did you get this letter?

Mr. Jones: From Mr. Treadwell. It is a typewritten copy.

Witness: Yes, I remember this was my scheme for the settlement of the difficulty. I have no doubt this is a copy of the letter I wrote.

32. *Mr. Jones.*] Do you remember seeing Sir Joseph Ward in his office with myself and with that letter?—I remember seeing Sir Joseph Ward with you, but I do not remember whether this letter was in my hands or not. In fact, the evidence in the letter shows it was not, because it refers to a former interview.

33. Do you remember the cable from London?—I remember a cable from London in which you were offered a considerable sum of money if they could deal with the minerals.

34. And to build a harbour?—Yes.

35. That is the cable I refer to. You will remember that when the cable was shown to Sir Joseph Ward you did not show him the amount of money I was to get?—I remember showing it without showing the amount mentioned in the telegram.

36. Did he not agree to the suggestion that he should purchase this Mokau Estate fee-simple, apart from the leases, and did we not all understand that the property could be obtained for £15,000 or thereabouts?—Do you ask me to say that Sir Joseph Ward made a definite agreement that he would purchase the property?

37. That he would purchase the estate and then give me my leases?—I did not understand that to be the position. Sir Joseph Ward was in favour of the proposition that the Native interests should be acquired. He was prepared to recommend that course, as I understand; but that there was any bargain in reference to the matter is stretching the position. I could not say that, and I do not think it is the case.

38. Do you remember him telling us that he was going to Invercargill, that he had sent a telegram to bring Mr. Carroll down from Gisborne, and that we were to lay the same scheme before him?—I have some indefinite recollection of the sort. I believe I did send a copy of this letter to Sir James Carroll, and I think he wrote me a private note in reference to the matter.

39. That is a different thing altogether?—I am quite willing to give you any assistance I can consistent with what is honourable and straightforward.

40. When Sir James Carroll came from Gisborne do you remember him saying to us, "I saw Sir Joseph Ward before he went away and agreed to the terms that Sir Joseph Ward suggested"?—No, I do not. I remember numerous interviews. I remember that Sir James Carroll approved of the purchase from the Natives at a price of £15,000, or something over it. That was my arrangement with him, but the stumbling-block throughout the whole position was the acquisition of the leases, because of the fact that they would have to be taken compulsorily and the Government did not wish to face a compensation suit for the purpose of ascertaining the price.

41. When Sir James Carroll came down and was in his own office do you remember that you and I had an interview with him, when he said, "I am agreeable to these terms. Mr. Treadwell, you just write out a telegram that I can send to Sir Joseph Ward and get his authority to give Jones a letter, so that Jones can cable to London the acceptance of the terms offered in the cable"?—I remember something of the kind you mention—I remember drafting a telegram for Mr. Carroll to send to somebody, but what the details were I do not know. Have you not a copy of it?

42. No. Sir James Carroll did not take a copy of it, but sent it right off?—There must be a copy. His clerk would copy it and it would be on the file. If you can give me the telegram I shall no doubt remember the circumstance. I might have a record of it in my diary. There is no doubt about the fact that Sir Joseph Ward and Sir James Carroll were very anxious to assist you to get this business closed up, just as I and everybody else were.

43. We got no reply to that telegram, because word came up that Sir Joseph Ward was on his way back on account of His Majesty's death?—I could not say anything about that. What time was that?

44. April, 1910?—I do not remember that.

45. You might remember this: After Sir Joseph Ward came up I saw Mr. Hine in Wellington?—I remember that. I remember your getting me to go with Mr. Hine to see Sir James Carroll.

46. Do you remember when we got there, and in the presence of Mr. Hine Sir James Carroll said—Sir Joseph Ward came back on the Monday and this was on the Thursday—"Cabinet has had a meeting, and has decided not to go on with this business"?—I do not remember that. When Mr. Hine and I saw Sir James Carroll my recollection is that Sir James Carroll was then just as anxious as ever to help you.

47. He might have been anxious, but he said Cabinet had decided not to do it?—As I said before, what always stood in the way of this matter being arranged was the fact that under a particular section of the Native Land Act there was power to take the leaseholds compulsorily, and the Government did not want to face the Compensation Court.

48. Do you remember my putting the question to Sir James Carroll, "Was Dr. Findlay at the Cabinet meeting, Mr. Carroll, may I ask you?"—I do not remember your ever suggesting before Sir James Carroll anything about Dr. Findlay.

49. What you are principally brought here for is this: It is set down here in the petition, page 11, paragraph 30, "That on arriving in London in February, 1908, and consulting the solicitor who had acted for me during my absence, Mr. C. H. Treadwell, I lodged caveats drawn up by him preparatory to commencing the action. Consequently I was cited at the instance of a person named Hanna, who had loaned money to one of the subtenants on the property, named Kelly, to show cause why I should not be ordered to remove the caveat. A hearing took place before Mr. Justice Edwards at New Plymouth, who referred the case to the Full Court at Wellington for decision on the 20th July, 1908. That the Full Court, without calling on the other side, and upon precisely the same papers as were before the English Chancery Judge, and save and except a dummy transfer in this country of the property by the executors' agents, Travers and Campbell, of Wellington, to a person named Herrman Lewis, for no consideration whatever, paid or guaranteed, ordered removal of the caveat, refused me the right of trial of action the English Court held I was entitled to maintain, and refused me leave to appeal to the Privy Council. That this decision was given on the merits, not on the ground of jurisdiction." Now, Mr. Bell dwelt very strongly here on the fact that no allegation had been made in the pleadings before the Court that I had been prevented from dealing with the property consequent upon the false report about the coal. I think you have settled that matter to the satisfaction of the Committee, but the fact remains that the reason why an action could not be entered upon was the decision of these Judges?—Of course, the decision prevented the action going on. I do not understand that I am asked to indorse the statements in that paragraph 30, because many of them are quite inaccurate. So long as my answer refers only to the judgment it can stand.

50. Show me one statement there that is quite inaccurate [petition handed to witness]?—In the first place you say that the hearing took place before Mr. Justice Edwards at New Plymouth. He was in Wellington here, and made the order on my application.

51. You are mistaken—it was in New Plymouth. He said he would refer it to the Full Court?—I am pretty certain it was not. I did not go to New Plymouth. Here is the order [produced], showing that it was made by Mr. Justice Edwards at Wellington on the 4th day of July, 1908: "In the Supreme Court of New Zealand, Northern District, Taranaki. In the matter of the Land Transfer Act, 1885, and of the caveat number 529 lodged by Joshua Jones against the land known as the Mokau-Mohakatino Block, and containing approximately 56,500 acres; and of the application of Herrman Lewis to register a transfer to himself of leases of parts of the said block—viz., Mokau-Mohakatino Block numbers respectively 1F, 1G, 1H, and 1J, held under leases numbers 6428, 7428, 7429, 7430, 7431, 7432, and 7433, and to register a mortgage from himself of leases from the said lands. Upon reading the summons herein and the affidavits filed in support thereof and in opposition thereto, and upon hearing Mr. Treadwell, of counsel for the District Land Registrar, I do order that the caveat No. 529 in this matter be extended till the further order of this Court, the said Joshua Jones to serve with all possible despatch Herrman Lewis, the person named as transferee of the above land, and Sarah Jane Lefroy and the other persons named as transferors in the transfer, with the summons and this order; and I do further order that any person alleging an interest in the matters in dispute do have liberty to apply to discharge this order on three days' notice in writing to be given to Messrs. Stafford and Treadwell, the applicant's solicitors; and I do further order that affidavits may be filed in the Wellington office of this honourable Court, and that on the motion to discharge

this order the onus of showing it should have been made shall rest on the applicant; and I do further order that this order be transmitted, under the Electric Lines Act, 1884, and the regulations made thereunder, to the District Land Registrar at New Plymouth. Dated at Wellington, this 4th day of July, 1908.—W. B. EDWARDS, J." I do not adopt the statements in your petition.

52. With regard to the matter being before Justice Edwards at New Plymouth, you say I am wrong?—I am borne out by the order itself.

53. Then there is no object in my putting this [the petition] before the Committee here?—All I say is that I must not, in answering your questions, be understood as adopting the statements made in your petition. I answered your question as to the effect of the judgment which prevented the action going on.

Hon. the Chairman: What is your next point, Mr. Jones?

54. *Mr. Jones.*] The case was brought out here on precisely the same papers as appeared before the English Chancery Judge?—That is not correct, because the matters made out here on affidavits could not have been before the English Courts. These are the documents [Court brief referred to] on which the motion was made here, and on which the judgment of the Court was given.

55. The two documents that were placed before Mr. Justice Parker were also held up in the Court here before the five Judges?—There were some documents, but I do not think the final order was produced then. My recollection of it is that one of the orders was produced, and I thought it unfair and protested, because it did not embody the statement made by Mr. Justice Parker.

56. You had Mr. Justice Parker's decision in your hand?—I think not. Remember that was in July, 1908, and my impression is that it was only after that that the order dismissing the action, which was made on the 11th February, 1908, came into my hands. Of course, I may be wrong. It is ridiculous to suggest that I can retain all the details in my mind.

57. Mr. Hughes appeared for me at the time Mr. Justice Edwards made the order referring the matter to the Full Court?—There is no order referring the matter to the Full Court. There could not be any such order. It was a matter of arrangement with the other Judges in Wellington. The Court of Appeal was sitting at the time. I do not think it matters twopence.

58. It does to me?—I do not think it matters twopence to you.

59. Do you remember when the Committee of the Upper House, on the 7th October, 1908, brought up their report?—I remember appearing for you before a Committee of the Upper House.

60. That was before the hearing?—I do not remember what date it was. It was the first session after you came back. I then put the whole of the facts before the Committee as I then understood them, and as I now believe, in a perfectly accurate form.

61. When the Committee reported I requested you to come up and see the Attorney-General, did I not?—What about?

62. To set up the Commission of inquiry recommended by the Committee, and also to see if he would give effect to the recommendation of the Committee to hold the property from further dealings?—I dare say you did, if you say so.

63. Did Dr. Findlay refuse you the inquiry?—This is a point on which I gave evidence before last year's Committee, and I said then that my recollection of the matter was not very clear, and a letter was produced—I am not quite sure whether it was this letter or not—but on the 29th October, 1908, a letter was sent to you. I stated that I had no doubt that the representation made was correct at the time I wrote the letter; but what Dr. Findlay said to me at the time it is ridiculous for me to represent, because I do not remember the interview. However, I say in the letter, "The Government, of course, cannot prevent dealing with the land, but we had an intimation from Dr. Findlay before the end of the session that no legislation would be introduced." I have no doubt that that statement as made in the letter is quite accurate. [See exhibit.]

64. That was legislation for relief?—No doubt.

65. Now, Dr. Findlay is very clear that he never refused the inquiry to you. Who is telling the truth, you or he?—I have no doubt this letter is quite correct.

66. Then Dr. Findlay's statement in the Council and before the Committee, where he frankly denies it, is not true?—I do not know what Dr. Findlay says, and I do not see why you should endeavour to draw me into a conflict with Dr. Findlay.

67. This Committee wants the truth about it?—The Committee will get all the information I can give within my power. Was my evidence printed last year?

Hon. the Chairman: Yes.

Witness: Why cannot that be put in as evidence now?

Hon. the Chairman: There may be points in your statement that require looking into. We might shorten the proceedings if I say this: With reference to Dr. Findlay's statement made in Parliament, Mr. Jones, we have got that already, so you need not question Mr. Treadwell about anything of that kind.

Mr. Jones: Here is a question put to Mr. Treadwell by Dr. Findlay before the A to L Committee: "It has been set out right through that I refused to set up a Commission?"—(Answer) "In any interview I had with you on the matter it was merely an interview between you and myself. I recognize that Dr. Findlay could not set up a Commission. Of course, it would be an absurdity."

Witness: That means, of course, that it would be an act of the Government.

68. *Mr. Jones.*] "26. It has been alleged by Mr. Jones that I acted in this matter in the interests of my firm and against his interests in order to promote my personal profit." Did

you not tell me on that night of the interview that he had given you terms on behalf of Herrman Lewis, and offered to go with you to see Mr. Dalziell and get them put into shape?—I think it is very improbable. I never discussed with Dr. Findlay any terms with Herrman Lewis.

69. And yet you say in that letter he showed you a document that he had submitted to Mr. Carroll, and Mr. Carroll agreed to it as being favourable to the Natives?—Show me the letter. [Letter dated 29th October, 1908, from Messrs. Stafford and Treadwell read—see exhibit.] The man I negotiated with was Mr. Dalziell. I certainly never negotiated with Dr. Findlay.

70. Will you swear that you did not come back to me on the 7th October and say that Dr. Findlay had given you the terms and scraps of paper with which to go to Mr. Dalziell and get it put into shape?—I am quite certain I never did anything of the kind. The negotiations for the settlement of the matter were with Mr. Dalziell entirely. I saw Dr. Findlay, who was representing the Government, but whether he knew the terms put before me by Mr. Dalziell I do not know.

71. A few days after this did you not tell me that you and Mr. Dalziell had knocked the thing into shape, and that you were to meet Dr. Findlay that night? You saw me driving about in a wagonette, and you next day asked me what I was doing?—Possibly. I do not impute dishonest motives to a man because he happens to be a partner of a gentleman who is conducting business with me.

72. And yet you came back and told me that Dr. Findlay said I should not get the inquiry?—That is quite probable. My letter shows that. It afterwards turned out that an inquiry was not justified by the Commissioners' Powers Act. That was at a later stage—about two years later.

73. Dr. Findlay says here in *Hansard*, 1910, page 600, "I could not, I have not, and I shall not in any way defeat or obstruct any petitions Mr. Jones has sent or may send to Parliament or the Government. I should not do so for a moment, and I have not done so." And yet he tells you that I shall not get an inquiry, according to your own letter?—Mr. Chairman, I have brought up a letter I received from Dr. Findlay because I thought Mr. Jones might open up on this attack: "Attorney-General's Office, Wellington, 21st August, 1910.—C. H. Treadwell, Esq., solicitor, Wellington.—Dear Sir,—*Re* Mr. Jones and the Mokau Estate: I have read and carefully considered the memorandum submitted by you in connection with this matter, which, as you know, fully sets out the history and present position of the litigation which has taken place. I regret to say, however, that the Government feel that it would be wholly contrary to precedent and constitutional rule, in such a case as this, to interfere with the rights of private parties as determined now by the Court of Appeal by legislation. It is necessary to point out to you that such interference would establish a most dangerous precedent, apart from other considerations which arise from a perusal of the memorandum you have submitted to me. The Government therefore cannot see its way to accede to the request contained in your application.—Yours faithfully, J. G. FINDLAY." [Exhibit QQQ.]

74. You know that when he wrote you this letter his firm were acting for Herrman Lewis?—The first indication I had that Mr. Dalziell was interested in the matter was about the time of the Legislative Council Committee taking evidence.

75. In 1908 Dr. Findlay delivered a speech, reported in *Hansard*, stating it was open to Jones to petition in the ordinary way and to have his case inquired into. You have just read a letter from him to you stating that it was impossible for him to get it done?—The letter speaks for itself. I do not think it is the least good putting Dr. Findlay's speech to me, because I am not going to criticize it.

Mr. Jones: Remember, the House recommended that the Government should set up a Commission and in the meantime protect the property from further dealings. You came back and said that Dr. Findlay told you that there should be no further inquiry, and here is your own letter telling me so.

Hon. the Chairman: You put your question.

76. *Mr. Jones.*] How do you reconcile your statement with Dr. Findlay's?—Why should I try?

77. You state here in your evidence before the A to L Committee that he never made any demands on you?—I have not seen the evidence.

78. He asks you in question 27, "In any dealing or interviews you had with me, did I ever make any demands through you upon Mr. Jones?" and you say, "Certainly not." How can you make such a statement when you made demands on me?—Your statement that I made demands on you is untrue: that is definite.

79. It is put to you on that Committee, "What money has been paid to you by Mr. Jones?" and you answer, "I have had no money at all." That is quite true, is it?—Quite true.

80. When I came back from England and you asked me about costs, did I not tell you to send your bill to Lewin and Co. and you would get your money?—No. I got a small amount for costs for work done for them some time ago.

81. Do you mean to say that Lewin and Co. did not send you the money back?—Certainly they did. What has that to do with you? Lewin and Co. paid me a bill of costs for work that I did for Messrs. Lewin and Co. in connection with Mr. Jones; but to say that you ever paid me sixpence in my life is quite another matter. All you did was to give me a note of hand, which I have still got, and am prepared to discount at a very liberal percentage.

82. When you were asked the question and replied, "I have had no money at all," why did you not tell the truth and say that "Jones's solicitors have paid me"?—Because they did not.

83. And yet you now say that they sent you out the money?—Kirkham Lewin's partner paid me money for costs in connection with anterior business long before you came back.

84. You say you have an I.O.U. for £1,000 from me?—That was in 1908. It was written partly in ink, partly in pencil.

85. You admit getting the money from my solicitors in London?—I admit that Messrs. Lewin and Co. paid me a bill of costs amounting to some £80 for business I had done for them in connection with your affairs, and half of it was for out-of-pocket expenses.

86. *Mr. Bell.*] Mr. Treadwell, the position was this, I think: before Mr. Jones came out Messrs. Lewin and Co. were acting for him, and they instructed you to do some work for them as their agents, they acting for Jones?—Yes.

87. For that work which you did for them you have been paid by Lewin and Co.?—Yes.

88. That was a debt due to you by Lewin and Co. and not by Mr. Jones?—Yes.

89. And they paid you for that?—Yes.

90. You considered that you were not acting for Mr. Jones but for Messrs. Lewin and Co.?—Yes.

91. Since Mr. Jones has been your client you say you have not received any cash from him?—On the contrary, I have given Mr. Jones money which I have not got back.

92. *Mr. Jones.*] Why did you not tell the Committee that you had this money from England and had also got this I.O.U. from me for £1,000?—I never thought of it. Everybody knew that I was acting for you with a view to righting a wrong.

93. Then you admit there was a wrong?—I have always said so, and, notwithstanding your present attitude, I shall still maintain it.

94. And that it ought to be inquired into?—You are getting the inquiry now.

95. Why not about that time?—Do you think I should have taken the matter before the Supreme Court if I had not thought you had a claim?

96. Why did you not appear for me before the Committee of the Upper House in 1908 with the view of getting an inquiry?—I appeared to support your petition.

97. And why did you state before the Committee of 1910 that any inquiry was not worth a snap of the fingers?—Let me see the statement. [Evidence referred to.]

98. How could Parliament know what to do in this matter without an inquiry?—That is not a question on which I can give any evidence.

Hon. the Chairman: You are only wasting the time of the Committee, Mr. Jones, by asking these irrelevant questions.

Mr. Jones: The position is this, that while he was acting for me he was also acting for Dr. Findlay.

Witness: I do think I am entitled to some consideration. I have helped this man for a good many years and spent a good deal of money to right his grievance, and this is the return I get for that. He writes to a newspaper and says that because I was not on my oath before the Committee I was telling lies. Why should not a witness be protected here the same as he is in a Court of law? This course of examination would not be permitted there.

99. *Hon. the Chairman.*] You say there was nothing improper in Dr. Findlay's conduct?—Why should I came here to defend Dr. Findlay? He is quite capable of defending himself. [Exhibit RRR.]

100. *Mr. Bell.*] You said in the course of your evidence that the Full Court's decision stopped Mr. Jones going on with his case against Flower's executors: I do not think that is the position?—No, that is not the position.

101. Am I right in saying that the Full Court's decision was to prevent Mr. Jones having his caveat on pending the action—it has never prevented him bringing his action against Flower's executors for redemption? The only thing to do that is the refusal of the Chief Justice to allow the writ to be served out of the jurisdiction?—Yes. The effect of the judgment was this, that the dealings got on the register. His equity of redemption was gone so soon as the transfer of the Registrar of the Supreme Court was put on the register. His claim would then be a claim for damages, or to set aside the transfer on account of invalidity.

102. You said a reason why the Government objected to your way of settling the matter was that they did not want to have a claim for compensation on their hands?—Yes. Section 375 of the Native Land Act, 1909, says, "(1.) If any land so purchased by the Crown remains subject to any lease or license the Minister of Lands may, if in his opinion the land is required for immediate settlement, determine that lease or license by notice under his hand delivered to the lessee or licensee and to all persons having any legal estate or interest in the lease or license. (2.) The lessee or licensee and all other persons having any estate or interest in the lease or license so determined shall thereupon be entitled to compensation in accordance with the Public Works Act, 1908, in the same manner as if the land had been European land taken by the Crown for a public work, and all the provisions of the said Act shall with all necessary modifications and so far as applicable apply accordingly." My suggestion to the Minister was that the Government should purchase the Natives' interest, and having acquired the freehold they should then determine the outstanding leases under section 375.

103. Determine Lewis's leases?—Determine all the leases. Then there would be a fight as to who was entitled to the compensation-money. In that way the matter would work out. It was rather an ingenious method of getting a settlement.

104. *Mr. McCallum.*] You suggested that in the interest of Mr. Jones?—Yes. I never worked in any other interest.

105. *Mr. Jones.*] Do you remember that during the argument before the Judges here the Chief Justice put the question, "Can you prove fraud?" and you said, "We have our affidavit, but we will prove the fraud at the trial"?—That is quite likely. The proof for the fraud would be at the trial. All that would be put before them would be presumptive evidence of the fraud.

ARTHUR VICKERS STURTEVANT examined. (No. 11.)

1. *Hon. the Chairman.*] What is your office?—District Land Registrar at New Plymouth.

2. *Mr. Bell.*] We want the mortgage of 1906 in connection with the Mokau-Mohakatino Block?—I produce the file on which is a document showing the second caveat. I think Mr. Treadwell will recognize it. There was a caveat on the first order. That was withdrawn, and Mr. Jones was allowed to put a second caveat on. The case was in Wellington.

3. Can you turn up the mortgage of 1906 to show if there is anything said about not circulating a damaging report?—I produce the mortgage of 1906, 27th July, mortgage No. 1896A, of all the leases from Mr. Jones to Lefroy and others. There were several leases. It does not appear in the mortgage that there is anything about a damaging report.

4. *Mr. Jones.*] I want to be very clear that the examination took place before Mr. Justice Edwards at New Plymouth, when he referred the case to the Full Court?—We have nothing in the papers to show that Mr. Justice Edwards heard the case in New Plymouth.

WEDNESDAY, 23RD OCTOBER, 1912.

Hon. WILLIAM FERGUSON MASSEY, Prime Minister, sworn and examined. (No. 12.)

1. *Mr. Jones.*] I would ask you, sir, whether, with your knowledge of this case, there was a recommendation made by the Legislative Council Committee of 1908 that the Government should set up a Royal Commission or other competent tribunal to inquire into the matter of the Mokau-Mohakatino lands, and that pending such inquiry no further dealings with the lands should be effected: was that Commission ever set up?—That Commission was not set up.

2. In 1910 there was another Committee set up to inquire into the matter, and they brought up a report of six short paragraphs. I will read paragraphs 5 and 6: "(5.) That, in order to settle the long-standing dispute in connection with the Mokau-Mohakatino Block, the Government be recommended to assist in bringing about an amicable understanding between the parties concerned, with the view of settling the land. (6.) That, in view of the fact that the petitioner believed his original lease from the Natives to be legally sound, and taking into consideration the treatment meted out to him by solicitors in England, whereby he lost his legal interest in the estate, the Committee recommends that in any such mutual understanding the petitioner's claims to equitable consideration should be clearly defined." Are you aware that any such attempt was ever made, from your own knowledge, with the view of carrying out this recommendation?—Not that I know of.

3. Do you know that the Government, instead of giving effect to this recommendation, issued process by which other parties could purchase the freehold?—Yes. An Order in Council was issued—I am not able to state the date—to enable certain parties to purchase the freehold of the Mokau-Mohakatino Block.

4. You are aware that my title was on the leaseholds?—Yes, that is so.

5. Did not the granting of facilities by the Crown to purchase the freehold property embarrass the position I held as a leaseholder?—I am not certain of that, because if I recollect rightly the leasehold interest was sold.

6. We will assume that I claimed the leasehold and was successful in getting it, would not the holder of the freehold have an undue advantage over the claimant to the leasehold?—I am not quite sure about that. It would depend upon the terms of the sale. I think the freehold interest was sold subject to the leasehold. I am only speaking from memory—I have no documents—although I went into the matter fully last year.

7. I will produce the Order in Council—you will see that there is no reference to the leasehold?—There is apparently no reference to the leasehold in the Order in Council.

8. If I were contesting the leasehold would that not place me at a disadvantage, if a large company were in possession instead of a man without a penny?—That is a point on which I am not able to express an opinion. It is a legal point.

9. You have stated in your place in the House repeatedly that my petition was a matter that ought to occupy the serious consideration of the Government, and that they have not done anything?—I have said so.

JOSHUA JONES re-examined. (No. 13.)

1. *Mr. Bell.*] When you say that Herrman Lewis was a dummy when the property was sold, do you mean that he was a dummy for the Hawke's Bay syndicate or a dummy in any way for Flower's executors?—For the executors. His own evidence is that Mr. Orr, who was employed by the agents for the executors, put him on to the property, and that Mr. Campbell, the partner of Messrs. Travers, Campbell, and Co., advised him to purchase the property. He got it to-day, as it were, at £14,000, and mortgaged it back the same day for £14,000, and not a penny changed hands.

2. Was Herrman Lewis the purchaser when the property was put up by the Registrar?—No. They bought it in themselves. As the Judge in England said, they were trustees, and merely passed it from one hand to the other.

Hon. WILLIAM HERBERT HERRIES, Native Minister, sworn and examined. (No. 14.)

1. *Mr. Jones.*] I think, Mr. Herries, you spoke on this matter in the House on the 27th October, 1911?—Which matter?

2. The Mokau-Mohakatino case. Here is *Hansard* of the 27th October, 1911. You state that you wanted to put the history of the case before the House and to deal with the question as to why there is no report with reference to me, and then you go on to say that "Mr. Jones was in no way a principal, and we adopted the line that in any evidence he gave he was not to trespass from the questions submitted to the Committee, and not to give evidence as to how these leases got into the position in which we as a Committee found them when we commenced our inquiry. So Mr. Joshua Jones has no reason to object to the treatment he received at the Committee. If Mr. Jones thinks he has a grievance—and no doubt he has a grievance—and if he wishes that grievance inquired into, it is his business to petition this House and appear as a principal. But before this Committee he was merely in the position of a witness." I am at the present moment in the position you kindly suggested I should get into. Later on in your speech you say, "The first issue to be considered is whether the Government themselves should have bought" (that is, the property), "and my opinion is that there was a time when the Government could have bought, and bought well. Whether they should have done so is another question. I believe it would have paid the Dominion to have done so. Before the Royal Commission sat, when £15,000 was offered, I believe the Government could have got both the leases and the Natives' property for very much less than they were sold subsequently for." Then you state, referring to the Order in Council, "if the Government had not moved neither he nor Mr. Lewis would have made anything. . . . They could not have dealt with it but for the Order in Council"?—That is so.

3. I ask you whether, in your opinion, the issue of the Order in Council did not destroy or weaken the claim I had to the leases: it placed me in an unfair position as one man without money against a large company?—I think you were entirely out of it at that time. The leases had been sold by the trustees of Wickham Flower, and your legal claims were entirely extinct. I do not think the Order in Council, as far as I understand, had any effect on your claim; it only affected the Natives.

4. The Order in Council is held, sir, not to the world nor to me, but to Herrman Lewis only, the leaseholder. I ask you to kindly look at that, sir [Order in Council]?—The Order in Council only enabled the Natives to sell—it does not state to whom. It was only issued in consequence of a section in the Land Act preventing people from acquiring more than a certain area.

5. But it is issued to an individual—kindly look?—I do not see that. It may be there.

6. Lewis's name is mentioned—it must be there?—I think you are alluding to the notice of the assembled owners.

7. The Order in Council was issued before the owners assembled. It was issued upon the application of Herrman Lewis's solicitors?—I believe that was brought out in evidence.

8. And the Order in Council was not open to the world?—As far as the Order in Council is concerned, it enabled anybody to purchase the property if the assembled owners agreed to sell it to them.

9. You were in Parliament in 1908?—Yes.

10. And you may be aware that the Legislative Council Committee recommended the Government to set up an inquiry by a competent tribunal and in the meantime to hold the land from further dealings?—I am not aware of it personally, but I believe there was such a recommendation.

11. There was no such inquiry set up?—Not that I know of. I do not know of what nature the Commission recommended was.

12. A Royal Commission?—There was no Royal Commission so far as I know, unless they call the Commission of Sir Robert Stout and Mr. Jackson Palmer a Royal Commission.

13. No, that was not. You know that there was such a Commission set up as the Stout-Palmer Commission?—I am not aware of that. The original Commission was the Stout-Ngata Commission. They were instructed to inquire into the whole question of Native lands. Subsequently Mr. Ngata resigned and Chief Judge Jackson Palmer was appointed in his place.

14. A fresh Commission?—I was not aware that there was a fresh Commission.

15. I will put it to you that the Stout-Palmer inquiry was held unknown to me and behind my back?—I do not know anything about that.

16. Are you aware that in 1910 the A to L Committee of the Lower House inquired into this matter?—I believe so. I was not a member of that Committee.

17. There were six paragraphs in their report. I will read you the two last: "(5.) That, in order to settle the long-standing dispute in connection with the Mokau-Mohakatino Block, the Government be recommended to assist in bringing about an amicable understanding between the parties concerned, with the view of settling the land. (6.) That, in view of the fact that the petitioner believed his original lease from the Natives to be legally sound, and taking into consideration the treatment meted out to him by solicitors in England, whereby he lost his legal interest in the estate, the Committee recommends that in any such mutual understanding the petitioner's claims to equitable consideration should be clearly defined." Perhaps you remember that report?—No, I have no personal recollection of it. It was no doubt reported to the House. I presume you are reading it correctly.

18. You are aware that, when you spoke in the House in 1911, no attention had been paid to that recommendation?—I do not think anything was done.

19. Are you aware—we will assume that you are not particularly well versed in this—that instead of carrying out that recommendation the Government issued an Order in Council?—I know that the Government did issue an Order in Council.

20. And you state here in *Hansard* that no one could have dealt with the freehold but for the Order in Council?—That is true, because the block was over the area permitted.

21. And you were under the impression then—and possibly maintain it now—that the proper duty of the Government was to have bought the property themselves and not allowed it to pass into other hands?—I think when they had the opportunity of purchasing it at the price mentioned—it was given in evidence—it would have been better if they had bought it.

22. You would not be aware that the Government had prior to that an understanding with me that they would buy it?—No.

23. You are aware, as stated in evidence, that the minerals in this land were never valued or paid for?—I believe you stated so before the Committee in 1911.

24. That is right enough. I will assist you, sir. In your speech reported in *Hansard* last year you say, "But I would point out this: that the £35,000 at which Mr. Kensington estimated the maximum value did not take any account of the mineral resources; and I think the Government should have had an extra valuation not only of the land for settlement purposes, but of the land with regard to its mineral resources, and then I think Mr. Kensington would have made a different recommendation"?—Yes, Mr. Kensington stated in his evidence that he had not valued the minerals.

25. Therefore the fee-simple of the minerals has passed as well as the surface to the purchasers?—I believe so. Mr. Kensington said he did not count in his valuation the value of the minerals, but we had very conflicting evidence with regard to the value of the minerals.

26. But the value paid by the purchasers, as you are aware, was £25,000?—Yes, that is as far as the freehold interest is concerned.

27. *Mr. Statham.*] In Mr. Jones's petition he states that the Committee of the Upper House in 1908 recommended that "pending such inquiry steps be at once taken to prevent any further dealings with the land in question." I would ask you whether you think the issue of this Order in Council would be carrying out the recommendations of the Committee?—As far as that is concerned, it is not for me to criticize what the previous Government did. It seems to me that when they issued the Order in Council Jones's interest in the land, in my opinion, had practically ceased. It had then been sold by the trustees of Wickham Flower to Herrman Lewis. The Order in Council only referred to actual lands owned by the Natives; it did not refer to the leases.

28. The Committee said, "pending such inquiry steps be at once taken to prevent any further dealings with the land in question"?—There is no doubt that the Order in Council which enabled Mr. Herrman Lewis to purchase the land could be said to be a dealing with the land.

29. Was that not directly contrary to the recommendation of the Committee?—It may be held so.

30. At the time the Order in Council was issued there was a dispute between Mr. Jones and Herrman Lewis as to who was thought to be entitled to these leases. Assuming there was a dispute, would not the issue of the Order in Council have the effect of strengthening Herrman Lewis's position and weakening Mr. Jones's position?—There is no doubt, as far as Herrman Lewis was concerned, he was able to purchase the freehold of the land, because the leases were always open to attack not only from Mr. Jones but from the Natives themselves.

31. And if it strengthened Herrman Lewis's position would it not correspondingly weaken Mr. Jones's position?—That is a legal question I cannot answer.

32. We will put it this way: Two men are having a dispute as to who is entitled to some leasehold property. If you strengthen the position of one do you not weaken the position of the other?—That is quite possible. It did more to strengthen his position with regard to the Natives. When the Natives were willing to sell it caused the objection of the Natives to disappear.

33. There is a provision in the Native Land Act of 1909 that no person shall acquire more than 3,000 acres unless it is deemed to be in the public interest that he should do so: do you consider that it was expedient, in the public interest, that an Order in Council should issue in this case; or could you see any reason why it was in the public interest that Herrman Lewis should acquire 15,000 acres of freehold?—Speaking personally, I do not think the Order in Council ought to have issued.

34. Do you consider that it was not in the public interest?—Personally, I do not think it was in the public interest.

35. *Hon. Mr. Paul.*] I would point out that the Upper House Committee recommended that there should not be any further dealings with the land until further inquiry was made. Would you consider the Stout-Palmer inquiry a full inquiry into this block?—I do not think it was, because it only inquired into the leases. It did not go into the question as between Mr. Jones and Mr. Wickham Flower. It only inquired into the position of Mr. Jones with the Natives. It was not a full inquiry—it only concerned one portion of it.

36. Did Mr. Jones have an opportunity of putting his side of the case before the Commission?—I do not think he did, but I do not know of my own knowledge.

37. *Hon. Mr. Luke.*] When you said it was a matter of public policy—the issue of the Order in Council—did you eliminate entirely any possible claims Mr. Jones had in these leases?—I think personally at the time he was practically legally eliminated. He might have an equitable claim, but his legal claim was eliminated directly Wickham Flower's trustees sold his leases to Herrman Lewis.

38. As a matter of policy you think the country at that time ought to have bought up the leases from Herrman Lewis?—I understand that offers were made both by Herrman Lewis and the Natives, and I think myself that the Government ought to have taken the matter into consideration and bought the lands.

39. You think, considering the network of titles, it would have been good policy to have purchased the lands?—The Government were the only people who could have solved the difficulty.

40. *Hon. Mr. Anstey.*] Can you give us a little more information about the Stout-Palmer Commission?—I do not think I can.

41. It has been asserted that the Stout-Palmer Commission was illegal because it was set up to inquire into Native lands: it is held that these were not Native lands?—As far as I know these lands were quite a fit subject for inquiry by the Stout-Palmer Commission. As far as the scope of the Commission was concerned, they were lands they could have inquired into. There is no doubt that these are Native lands, and the Commission did inquire into lands concerned quite as much as into Mr. Jones's leases.

42. You think the Government had a right to take the evidence from the Stout-Palmer Commission and to act in accordance with it?—As far as I know that Commission did not exceed their power to inquire into these leases.

43. *Mr. McCallum.*] You are not giving a legal opinion?—No.

44. But as Native Minister you are closely connected with Native affairs. Assuming that Mr. Jones was defrauded of his lands by Mr. Flower, and had a legal right to go to Court and recover compensation for these leases, would the issue of the Order in Council prejudice him in any way whatever?—I think it would, because the Order in Council had nothing to do with the leases or Jones's interests. It simply enabled any one to purchase the leases.

45. If Mr. Jones could not get the land he could get compensation for the injury done to him, so that the Order in Council did not prejudice, or will not prejudice, Mr. Jones if he still has a legal right to recover his land or compensation for the loss of it?—That is rather too abstruse for a layman. The freehold is quite a different interest. Mr. Jones had never an interest in the freehold; he only had the leases

46. *Mr. Statham.*] Mr. McCallum asked you whether the acquisition of the freehold by Herrman Lewis took away Mr. Jones's rights to recover compensation from Mr. Lewis. What Mr. McCallum is aiming at is this: Mr. Jones has still his legal remedy. Suppose the man he recovers compensation from has not got a penny, does it not make all the difference in the world if the land is gone?—My opinion is that Mr. Jones, if he still held the leases, would only change his landlord. Supposing he had actually held the leases it was open to any one under the Order in Council to buy the freehold and become Mr. Jones's landlord instead of the Natives.

47. In an action to recover any land the alternative is to get judgment for damage, but if the man proceeded against has no money is not the man whose land has gone prejudiced?—Mr. Jones had only an interest in the land so far as the leasehold was concerned.

48. *Mr. McCallum.*] It becomes land under the Land Transfer Act, and there was a claim against the Assurance Fund?—With regard to the Assurance Fund, I think members should read the evidence given by Mr. H. D. Bell before the Committee. I think he upset that point.

49. *Mr. Jones.*] You said that the Stout-Palmer Commission had a right to inquire into this land?—That is my opinion.

50. This was not Native land. It had come under the Land Transfer Act?—It was Native land all the same. The freehold was Native land.

51. That is so, but the Commissioners were not inquiring into Native lands—they were inquiring into Jones's leases, which they had no power to do?—I must say that I have not seen the Commission that was issued by His Excellency, but I know they inquired into similar things. They inquired into the Waimarama land and made recommendations in connection with that.

52. That was the Stout-Ngata Commission?—Yes; it was still the same Commission, and they held an inquiry into the Tutira Block, in Hawke's Bay, which was held under lease from the Natives.

53. Was it under Native-land title?—I think it is very likely. I think very few people would not register their leases.

54. You are aware that the Government ignored the 1908 recommendation, excepting to set up the Stout-Palmer Commission?—That was not set up for this particular case.

55. My contention is that it was. We will come to the report of 1910: "(6.) That, in view of the fact that the petitioner believed his original lease from the Natives to be legally sound, and taking into consideration the treatment meted out to him by solicitors in England, whereby he lost his legal interest in the estate, the Committee recommends that in any such mutual understanding the petitioner's claims to equitable consideration should be clearly defined." Now, in the issuing of that Order in Council, if they had paid the slightest attention to the recommendation they could have said in the Order "subject to Jones's equity"?—I do not know whether the clauses in the Order in Council would have permitted that.

56. At any rate, there was no consideration attached, as recommended by paragraph 6 of the recommendations. Would it not have been competent for the Government to have said, "Well, there is the Order in Council, but you shall not have it unless you consider Jones's equities." Could they not have done that?—No, the Order in Council only affected the freehold, not the leases. I do not know if they could have put any conditions in. I believe they did make conditions with regard to the cutting-up of the land, but they could not put them into the Order.

57. The Government issued the Order in Council and entirely disregarded the recommendations of the Committee?—They could have agreed, before they issued the Order in Council, with those who were asking for it that your claims should be considered.

58. That is what is recommended?—They could have done it, and they did not do it. But they could not have put it in the gazetted Order in Council.

59. Are you aware that this Order in Council was issued absolutely unknown to me—who had a right to know of it—and that I never knew of it until the transaction was done?—I believe you said so in 1911, but I have no knowledge of that.

60. Do you doubt what I said?—No, but I have no personal knowledge of it.

THURSDAY, 24TH OCTOBER, 1912.

Right Hon. Sir JOSEPH GEORGE WARD, Bart., sworn and examined. (No 15.)

1. *Hon. the Chairman.*] Do you remember receiving a telegram sent by Sir James Carroll while you were in Invercargill, on a date said to be at the time of the King's death, in which Sir James Carroll suggested certain terms with regard to Mr. Jones in connection with the Government acquiring the Mokau property?—I do not remember receiving such a telegram. It is, of course, possible that a telegram was sent to me, and if it were it would be on record I should think.

2. Where would we be able to get it if it is on record?—I think Sir James Carroll, if he sent such a telegram to me, would have it on record.

3. *Mr. McCallum.*] Did you promise Mr. Jones, the petitioner, to set up a Commission after the Full Court at Wellington had said he had no claim whatever on the leasehold interests in the Mokau-Mohakatino lands?

Mr. Jones: That is not fair.

The Chairman: You will have your opportunity later on of putting questions.

4. *Mr. Jones.*] I will put the question by the Chairman's kind permission: After the Full Court had given its decision against me, do you remember Mr. Jennings and myself calling upon you with regard to it, and you replying that you knew it to be a hard case and suggesting that I should petition Parliament and get a recommendation from a Committee so that you could then see if you could grant relief? You said that you could not interfere with the decision of the Judges at that stage?—I can hardly give a direct answer to the question without saying a little in addition to it. I recollect Mr. "Mokau" Jones and Mr. Jennings seeing me, I think, upon more than one occasion, and I looked into the whole matter so far as it was possible for me to do so; that is, I went into it from the beginning to the position it stood at then, and found that as an outcome of a decision having been given against Mr. Jones in England it deprived him of his rights in certain leases of Mokau lands—rightly or wrongly—I have nothing to do with that. I recognized that it was a difficult matter for the Government here to attempt to deal with the vested interest which Mr. Jones said he had in the leases and which an English Court had declared against him. I was sympathetically disposed towards Mr. Jones on account of the troubles and difficulties I understood he had gone through, and I recollect telling him distinctly that the only thing he could do was to petition Parliament and place the facts before a parliamentary Committee, and that upon the results of that Committee's inquiry I would be glad to consider the points which he had placed before me then. I think I am right in saying that was the position at that particular juncture.

5. *Hon. Mr. Anstey.*] It was stated here that at the stage after the Court's proceedings there was a suggested compromise that would recognize Mr. Jones's claims: was there any such compromise suggested to you or by you?—No.

6. None whatever?—No.

7. *Mr. Jones.*] That was years afterwards?—That is not the question Mr. Anstey put to me.

8. *Hon. Mr. Anstey.*] I want to find out whether you suggested such a compromise or whether such a compromise was suggested to you, and whether you made terms or not?—The position I took as the head of the Government was the only one that a man in my position could have done, and that was to look after the rights of the country first. We were not in any way responsible for the difficulty between Mr. Jones and the Natives who were the owners of the property, or with him and Flower's executors. I thought that if it were possible for the Government to acquire the property, paying the Natives full value for it, that whatever was a fair thing in regard to a lease to Mr. Jones of a portion of the mineral rights, and so long as it was not against the country's interest, I was prepared to consider it as a matter of grace.

9. Was the subject of the compromise that the Government was to buy the freehold, Mr. Jones securing an extended lease on the coal rights: was such a compromise suggested to you?—There was a suggestion of the kind made by Mr. Jones, but not on the lines of a compromise.

10. Did you give Mr. Jones a promise that you would carry that out, or suggest that you were favourable to such terms?—I did not give him a promise. I said I would see if the Government could acquire the property, and if it could I would as a matter of grace endeavour to arrange a lease for him over a portion of the mineral rights, so long as it was not inimical to the country's interests to do so. But I found it impossible to carry that out, because we could not buy the land at a satisfactory price. As a matter of fact I met the Natives afterwards and discussed proposals with them with a view to purchase, and I recommended afterwards that Cabinet should pay a certain amount to buy the Natives out. Mr. Skerrett was consulted, and it was found that there was a doubt as to whether Government would not be involved with regard to the repayment to the Natives of a very large sum from the Assurance Fund. We considered the whole matter in Cabinet, and came to the conclusion, on my recommendation, that if we could buy the Native interests right out it would be a good thing to do. I saw a number of the Natives and told them what we were prepared to give, and they led me at first to understand that they were disposed to accept it, but later on they withdrew from the position.

11. I understand you to say that you found it impossible to give effect to such a compromise?—There was no sort of compromise of any kind made or suggested by me on behalf of the Government, but I said I thought the Government might acquire the Native lands, and that if we could get clear of the legal difficulties all round I was prepared, so long as it was not against the interests of the country, to let Mr. Jones get a lease of a portion of the minerals to enable him to recoup himself for the troubles and difficulties which I understood he had suffered in the past.

12. It was after you found it impossible to do that that the Order in Council was issued?—Yes, long after. It was, I think, while I was on the way to England that that occurred.

13. *Hon. Mr. Luke.*] Do you think it would have been in the interests of the country to have acquired the Natives' interests in these lands at the time, seeing that Mr. Jones was involved in the legal question as to the rights he possessed?—No. At the time I was of the opinion—looking at it from the actual position as it came before me—that he had lost his legal rights in the leases from the Natives as the result of an action in England taken by Flower or his executors. But I was of opinion also that if we could purchase the land at a fair price and at the same time get rid of all the legal complications connected with the Native leases—there were others at the time—we might then, as an act of grace to Mr. Jones, do something in the direction of giving him a lease of a portion of the minerals.

14. Confined to the minerals?—I am not sure that at the time I would not have gone a little further in the matter of providing a small area for a residence, but a lease of a portion of the minerals was the main thing I was willing to consider.

15. *Hon. Captain Tucker.*] Am I right in assuming that, although you did not enter into any terms with Mr. Jones to do any particular thing, your desire was to assist him if you could do so in justice to the country?—That is so. I looked upon Mr. Jones's case from this standpoint: he had leased from the Natives certain Mokau lands, but owing to a lawsuit he had lost his rights to the whole of them. If the Government had acquired the Mokau lands by purchase right out, and all legal complications were removed, I was prepared to consider a lease to Mr. Jones of a portion of the minerals.

16. There was no distinct undertaking of any kind, but you did wish to help Mr. Jones, and would have done so if you could consistently with your duty?—That is so.

17. Should I be asking too much if I asked you to state what difficulties you found in your way? I recognize that you may not be able to answer the question because you may not recollect, but I assume that you would have helped Mr. Jones but for some reason were unable to do so?—The first reason was that the Natives altered their attitude with regard to the price they wanted. There was a difficulty there, and later on there was another difficulty which cropped up in connection with the advance Mr. Macarthy made to Lewis or to some one, and the legal complications were extended instead of being narrowed.

18. And ultimately you found it impossible, in spite of your desire, to give Mr. Jones the assistance he wanted?—I found it impossible for the country at that juncture to buy the land at the price wanted. We had a special valuation made, however, and an officer was sent up to inquire into the matter. I saw the Natives, who asked us to pay several thousands more than the valuation we got from the Government officer, and the Government, after full consideration, decided that it could not purchase at the price asked, so that the matter had to drop. In consequence of that, however desirous one might have been disposed to help Mr. Jones, the first duty to the country would necessarily prevent the Government from paying considerably more than a property was worth according to the valuations we got.

19. Am I right in supposing that if the Government had purchased the property it would have helped Mr. Jones, because the Government, having the freehold, would have made some contract with Mr. Jones with regard to the minerals?—My idea was that if we had the freehold of the land we would cut it up for settlement and let it go out under some of the land-tenures of the country, and at the same time preserve at least a portion of the underground minerals, and, if possible, afterwards help Mr. Jones in the way I have already indicated.

20. *Mr. Jones.*] I think, Sir Joseph, I have led the Committee to understand the matter a little further than you have gone, and, of course, it is my duty to say so. At this particular point, if you will permit me to say so, you will remember Mr. Treadwell and myself calling upon you with a telegram that I had received from London offering to build a harbour at Mokau on Government plans?—I remember you showing me a telegram containing something of the kind.

21. That was on the 22nd April, 1910?—I do not recollect the date, of course.

22. When you had looked into the matter I think you said, "This is a very good thing. Mr. Carroll is at Gisborne, but I am going away to Invercargill. As far as I am concerned I am agreeable to carrying this out if we can arrange with the Natives"?—I do not recollect making such a statement as that, Mr. Jones. The position that I have taken with regard to the Mokau property is that if the Government could acquire the land at a fair price, and get rid of the legal complications, it would be a good thing in the interests of the country to do so. I never had any idea of agreeing to any proposal made by any one in the Old Country of establishing a harbour at Mokau while the legal complications existed. If the land could have been bought, and such a proposal, if *bona fide*, had been made, afterwards I would have done what I could legitimately to help the project, as a good harbour would unquestionably be a good thing for the country if there was trade to support it. But it never entered into the matter at that juncture as a practical proposition.

23. I understand the position to be this: Before you went to Invercargill there was a price mentioned—£15,000—at which the land could be got from the Natives, and this is mentioned in a letter to you from Mr. Treadwell, dated the 22nd June, 1910. I think it is mentioned in the petition that, irrespective of what animated you, you thought it would be a good thing to get a harbour built at Mokau in the interests of the country. You said that you telegraphed to Mr. Carroll at Gisborne to come down, and you said, "When he comes down you tell him that you have seen me and that I am agreeable to entertain this proposal." Mr. Carroll came down and we saw him. He said, "I caught Sir Joseph Ward before he went away to Invercargill and we spoke about the matter, and, so far as I am concerned and Sir Joseph Ward too, we are agreeable to go on with this thing"?—There can be no question about this, I am quite sure, that I have never told Sir James Carroll that. What I mean is that I would not enter into any such

arrangement without first having the whole proposal in writing, and it receiving the concurrence of the whole Cabinet. I always recognized that the difficulties surrounding the Mokau land were very complex, and I would not verbally promise to go on with any such proposal.

24. During our conversation with Sir James Carroll he said, "This is a very good thing, Mr. Treadwell; Mr. Jones's interest can be bought under a certain section." I put the proposal to you, sir, before you went to Invercargill, to grant me an extension of the leases, and you said there would be no difficulty about that, and that you would have 46,000 acres on which to put tenants. You may not remember it. Sir James Carroll said, "Mr. Treadwell, this is all right. You draw up a telegram for me and I will send it to Sir Joseph Ward, asking him to give me authority to give Mr. Jones a letter agreeing to these terms, subject to the approval of Parliament." Mr. Treadwell wrote the telegram to you, and Sir James Carroll signed it in my presence and sent it away to you. This is, I think, what the Committee want to get at, and I have asked the Chairman to get the telegram produced here—the original of it—and I think you have answered the Chairman by saying that it is in the Native Department?—If such a telegram were sent to me it will be on record. I cannot remember receiving it. It is pretty certain that I could not have agreed, however, to any proposal of the kind, as if I had either you or your representative would have been advised. I am quite certain I would not have dealt with such a proposition by telegram.

25. You did not answer it because you were hurrying back on account of the King's death, and then you had a Cabinet meeting?—I want to say for the information of the Committee that on broad lines the administrative part I took on behalf of the country was this: that from a legal standpoint I considered Mr. Jones had no interest; that as far as the country was concerned we wanted to have that land settled, and that if we could purchase the Native interests and get the land State-owned I felt that, from the long connection Mr. Jones had with it, and without knowing the rights or wrongs of the difficulties he had in the Old Country, that if it were possible, without injury to the country, to give Mr. Jones a lease of a portion of the minerals to enable him to try and recoup himself I was favourably disposed to that course. I have not at any time gone to any one about the Mokau troubles. Mr. Skerrett saw me, and discussed a possible claim the Natives might have for a very large sum against the Assurance Fund in connection with compensation for the loss of the land. I wanted to get over all the legal difficulties and claims of various kinds before I attempted to do anything for Mr. Jones. That is the position I took from the beginning, and if a telegram were sent by Sir James Carroll to me, as is now suggested, and I had replied to it, I would not have agreed to the proposal, because the stand I had taken all through was to keep the Government clear of any complications in connection with the Mokau lands or claims.

26. My statement is that I saw Mr. Treadwell write out the telegram, and Sir James Carroll sign it and send it away. The impression on my mind was that I looked upon you and Sir James Carroll as the two Ministers controlling this matter, and the authority you had to give him to sign a letter for me so that I could cable to England the acceptance of the terms. I should like that telegram to be produced?—I cannot help you in the matter of your impressions. I can only say what I believe to be true, and so far as the cable you showed me from some one in the Old Country is concerned I say again that I was of opinion that it was a matter in which the Government could not in any way interfere. My reason for saying that is that we were not the owners of the land, and were not in a position to say we were going to get the land from the Natives, who afterwards raised their price from that offered originally, and it resolved itself into the position that we might have to pay thirty shillings for a sovereign.

27. I would like you to see the letter sent to you by Mr. Treadwell, dated the 22nd June, 1910, in which the following proposals are made: "(1.) The Government to purchase the interests of the Natives. I understand that this can be done for about £15,000. That was the original amount suggested, and if a little more were required I do not see that that need stand in the way of a settlement. (2.) That the Government should then take, under the provisions of the Native Land Act, the interests of lessees compulsorily. This could be done under section 375, and the position then would be that the lessees and the mortgagees of the leases would then be in a position to claim whatever the values of the leases were in the Compensation Court. (3.) That the Crown should make a grant to Mr. Jones of the minerals on and under the block, and give him an area of the surface, that area to be determined by the Crown." [See Exhibit LL.] I am free to admit this: that you came back from Invercargill in the "Tutanekai"; you arrived on the Monday, and on the Thursday Sir James Carroll informed Mr. Treadwell and Mr. Hine that the Cabinet would do nothing. There was a subsequent interview between you, Mr. Treadwell, and myself. The terms of this letter are kindred to what we discussed with you before you went to Invercargill. I do not think you replied to that letter?—Accepting that that was a proposal made I could not agree to it in any way whatever, and I did not agree to it, for the simple reason that I was not in a position to entertain a proposal on behalf of the Government with a view to bringing the matter to an end, because it brings us to the point that we were never able to buy the land from the Natives, and the price referred to in that letter as the price the Natives would be likely to take they would not look at. What I was prepared to recommend the Government to offer was considerably beyond that price—I forget the exact figures—but later on they raised the price again to an amount higher than the valuation, and we could not deal with the matter. The whole kernel of the matter, so far as the Government was concerned, was not the troubles between Mr. Jones and any other private interests, but whether we could acquire the land at a fair price for settlement purposes, and then we could, as a matter of grace to Mr. Jones, let him have a lease to enable him to work some of the minerals on the land. The position, as far as my memory goes, is that, the Natives having raised the amount to a price that we could

not agree to, it brought the matter to an end. I do not remember the letter referred to, and I am not questioning the accuracy of that letter, but I did not agree to the proposals because I was not in a position to do so.

28. You will remember that upon your suggestion I petitioned Parliament?—I told you that the Government could not deal with the matter, and that the only course for you to follow was to appeal to Parliament.

29. That was before the Judge's decision?—That was, I think, some time previous to the New Zealand Judges' decision.

30. I petitioned the Legislative Council and the Committee brought up a report as follows: "The Committee to which the petition of Joshua Jones concerning the Mokau leaseholds was referred reported that it had taken evidence and given the matter much consideration. It recommended that the matter should be referred to a Royal Commission or other competent tribunal, and that pending such reference any further dealings with the lands affected should be prohibited." Might I ask you why that inquiry was not set up?—The Royal Commission was not set up. My recollection—I am speaking from memory, but it is on record—is that the Solicitor-General advised that it was not possible for a Royal Commission to deal with the question of private interests between private individuals. It was not a question of inquiring into a difficulty between yourself and the Crown; it was a question of inquiring into a difficulty between yourself and the Native owners of the land as the original lessors, or between yourself and Flower's executors. That was why the recommendation of the Committee could not be given effect to.

31. Might I put it to you in this way: that the day—the 7th October, 1908—when the Committee brought up that recommendation Dr. Findlay informed my solicitor—before the Solicitor-General had been consulted at all—"you shall not have an inquiry; there will be none set up." Are you aware of that?—I have no knowledge of what anybody said to anybody else, but I am of opinion that the Solicitor-General gave his opinion to the Government disinterestedly. I cannot say anything about a statement alleged to have been made by any one else to anybody else because I know nothing about it.

32. This recommendation of the Committee was never carried out?—No, it could not be, for the reasons I have given.

33. There was a recommendation by another Committee, called the A to L Committee, of the Lower House in 1910, later on. There are five or six paragraphs in the report: "(5.) That, in order to settle the long-standing dispute in connection with the Mokau-Mohakatino Block, the Government be recommended to assist in bringing about an amicable understanding between the parties concerned, with a view of settling the land. (6.) That, in view of the fact that the petitioner believed his original lease from the Natives to be legally sound, and taking into consideration the treatment meted out to him by solicitors in England, whereby he lost his legal interest in the estate, the Committee recommends that in any such mutual understanding the petitioner's claims to equitable consideration should be clearly defined." "Believed his leases to be legally sound"—no Court has ever said they were not sound. Now, did your Government pay any attention to the last paragraph, or was any step taken to carry out that recommendation?—My answer is that the Government after that period tried to purchase these lands from the Natives, but were not able to do so because the Natives put the price up too high. If we had been able to purchase these lands, as I have already said, I was personally favourable to arranging a lease of a portion of the land with the minerals on it.

34. That is not the question, sir. The Committee recommended "that in any such mutual understanding the petitioner's claims to equitable consideration should be clearly defined." Now, there was an understanding between the Government and the holders of the lease that they would issue the Order in Council?—I cannot tell you anything about that because I was not here.

35. You did not leave here until the 3rd March, 1911?—It was early in March.

36. Now, sir, Parliament rose on the 3rd December previous?—I do not remember the date, but if you say so I will not contradict you.

37. On the 5th December your Cabinet agreed to the issue of the Order in Council in favour of a person named Herrman Lewis?—We are confusing things. That is not what I had in mind at the moment when I was giving you the answer.

38. You consented to the issue of the Order in Council on the 5th December: did you consent?—The Government gave authority for an Order in Council, but I could not give you the date. That is in connection with Herrman Lewis's matter.

39. In connection with the property?—You are entitled to call it what you like. It is, of course, all on the records, and I am speaking entirely from memory.

40. The Order in Council was to enable them to purchase the land?—I cannot speak from memory as to the details of the Order in Council. Mr. Jones said it was Herrman Lewis, and I gave the answer that we were confusing things. I want my answer to be qualified to that extent. This Order in Council just handed to me is dated the 15th March.

41. It was gazetted on the 15th March: after the people were put in the position to get their money Mr. Carroll issued the Order in Council?—The date of this Order in Council is "Government Buildings, at Wellington, 15th March."

42. That is not the question. You assented to it on the 5th December?—It is no good questioning me about dates. You can find all that correctly from the records, and I cannot be expected to answer as to dates without looking up the records. You must, if I am to swear as to dates, have the records produced, and I will then gladly give the recorded dates.

43. My allegation is that Parliament rose on the 3rd December and the Order in Council was issued on the 5th December?—The dates on the records referred to must be my answer, as I cannot possibly state dates without reference to the records.

FRIDAY, 25TH OCTOBER, 1912.

Right Hon. Sir JOSEPH GEORGE WARD, Bart., further examined. (No. 16.)

1. *Mr. Jones.*] I think when we closed last evening I was drawing your attention to paragraph 6 of the report of the A to L Committee of 1910. In issuing the Order in Council enabling this land to be purchased did you pay any attention to this recommendation, sir?—The position, as far as I recollect, is that the question as to the legality as between yourself and the lessors was one between yourself and the Natives. Now, the fact that the Government were not able to purchase the estate stopped the Government's opportunity of considering anything they could do for you as a matter of grace. What was attempted to be done at one juncture was to see if we could have a Commission of inquiry set up, but as the matters involved concerned private individuals and not the Crown we found we could not do so, because the law was against it, so that my answer is on the lines I have already indicated.

2. But that answer does not meet my question. The Committee recommended "that in any such mutual understanding the petitioner's claims to equitable consideration should be clearly defined"?—Yes, between yourself and the Natives, or between yourself and Flower's executors. We were always of the opinion—it was my opinion, and I knew my colleagues shared it—that whatever legal points were in doubt, so far as you were concerned, you never had any legal claim against the New Zealand Government, but against private individuals. We always looked at it from that standpoint, and we could not look at it from any other.

3. I cannot follow you. The matter was fully threshed out by the Committee, and they say "that in any such mutual understanding the petitioner's claims to equitable consideration should be clearly defined." That is an understanding between myself and the Government, and not Herrman Lewis and his friends?—The point at this juncture is that the interests of the Native owners, who were not able to arrange for a sale to the Government, had to be considered so far as the Government were concerned, because we had no right to prevent them from doing the best in their own interests. The point of legality as between "Mokau" Jones and the executors and "Mokau" Jones and the Natives stands in quite a different category. The question was not between the Government and Mr. Jones, but between the lessors, the executors, and Mr. Jones.

4. In issuing the Order in Council have you paid any attention to this recommendation? Could you not have issued the Order in Council subject to Jones's equitable claims, whatever they might be? You know that he was claiming against the executors who had sold the property?—I can only say again that the Government of the day had to consider the matter from the point of view of the Native owners, who wanted to sell their land. Mr. Jones's claim could not be affected, Order in Council or no Order in Council. What he had then by right he has now. The Natives were the only owners, subject to lease.

5. That is not the intention of the Committee's recommendation?—Whatever the Committee recommended nothing could get the Government to directly involve the country in heavy and extended litigation by interfering in a private dispute concerning Native lands which the Government had no direct responsibility in.

6. The Order in Council was issued on the application of Mr. Dalziell on behalf of Herrman Lewis, and by Mr. Skerrett on behalf of the Natives. This Order in Council was issued in the interests of Herrman Lewis—that, I think, you will agree to?—My opinion is that the Order in Council was issued in the interests of the Natives. I have no recollection of the conditions under which the Order in Council was issued ever coming before me at all. If the Government of the day had had an obligation—a moral one or a legal one—towards you as the lessee, then I think they would have been in duty bound to protect your interests as between the Government and yourself; but the Government had no such obligation, as, unfortunately for you, the troubles you found yourself in were the result of a private, not a public, lawsuit in England, which went against you.

7. Are you aware that the Supreme Court in England did not do as you say? The Chancery Court in England made an order that I was entitled to a trial of my action for redemption and accounts, not as you put it?—I do not profess to know the details, but I want to say that the cause of the trouble between "Mokau" Jones and the Natives, or between "Mokau" Jones and Flower's executors, or any legal doubt that has arisen about it, was due to the action of the mortgagees, and not due to the action of the Government.

8. Did you pay any attention to this recommendation of the Committee at all?—The Government in my time always paid proper deference and attention to every recommendation a Committee of Parliament ever reported to it, and I have no doubt that they considered what this Committee reported to it.

9. Now I will go back to the 1908 report. That report said, "Set up an inquiry by Royal Commission or other competent tribunal, and in the meantime prevent any dealings with the land"?—I have already dealt with that. I do not know that I am expected to deal with it again.

10. On the 26th August, 1908 (*Hansard*, page 391) it is recorded: "Mr. Jennings (Egmont) asked the Premier, Whether, in view of the fact—(*a*) That Mr. Justice Parker, in England, intimated that in his opinion the High Court of Justice in England had no jurisdiction to entertain a suit for the redemption of the Mokau leaseholds, the property of Mr. Joshua Jones; (*b*) that the Supreme Court of New Zealand has expressed a contrary opinion, refusing leave to appeal; and (*c*) that grave injustice is suffered by Mr. Jones in the connection—the Government will introduce legislation to give him relief." The report goes on: "The Right Hon. Sir J. G. Ward (Prime Minister) replied, The course suggested of legislation to settle a decision of the Courts of justice is one involving such grave issues that I regret no promise in the direction indi-

cated can be made. The better course for Mr. Jones to follow would be to petition Parliament, so that his evidence may be taken and his case reported upon by the representatives of the people." That was the answer, and you may not have remembered it. Did you mention to me at the time that you would be only too glad to carry out any recommendation?—No, I would not do that. A recommendation would only be carried out by the Government after it fully considered a Committee's report, not before. I would not say I would carry out a recommendation unless it was first considered by Government. Lots of recommendations have been made by Committees, and they are considered by the Government, and many recommendations have been refused. I would not have said what you suggest.

11. The English Chancery Judge made an order that I was entitled to an action for redemption and accounts. The five Judges here said, in effect, "No, you must remove your caveat." I said, "I ask for leave to appeal to the Privy Council"; and they replied, "No, you shall not have it." I draw your attention to a particular thing. Since we have been sitting in this room during the last few days a learned gentleman sitting on the Committee read the judgment of the five Judges. The same gentleman produced another barrister who sat where you are now, and that barrister produced another document and extracts and read them here, showing that in his opinion the five Judges were in error in the judgment they gave, and that they had ample particulars in front of them showing grounds of action. If you knew that an English Judge made an order for a trial to go on, and that the five Judges here had given their judgment in error—which I think is admitted—would you have taken a different view of the matter in dealing with it?—I cannot, and I ought not, to be expected by the Committee to give an answer upon a supposititious case, calling into question the recorded judgment of five Judges of the Supreme Court of New Zealand. If on a constitutional rehearing of the judgment it was found that a claim was affected through error by the Judges, and I was in authority and was asked what I would do under the circumstances, I could then give an answer; but to be asked to give an answer in a supposititious case I am not called upon to do that.

12. *Mr. Bell.*] Mr. Jones's question was this, as I understood it: The judgment of these Judges having turned on a certain point, Mr. Treadwell gave some reason for supposing that the Judges had not perhaps—he did not say that they had not—given sufficient weight to one part of the affidavits. Mr. Jones's question was this, in effect: Supposing it appeared, as the Judges said, no evidence of such a fact was forthcoming, and supposing there had been evidence of that fact, would you have felt it to be within your province to take further action?

Hon. the Chairman: I think Mr. Jones had better repeat his question.

13. *Mr. Jones.*] If you knew that an English Judge had made an order for the trial to go on, and that five Judges here had given their judgment in error—which I think is admitted—would you have taken a different view of the matter in dealing with it?—If I were satisfied that, as Mr. "Mokau" Jones suggests, the five Judges of the Supreme Court who tried the case here were wrong upon a question of fact, and that a properly constituted authority found they were wrong, I would then take the advice of the Law Officers of the Crown as to the proper course under such circumstances I should follow.

14. Do you remember when Mr. Jennings and myself waited upon you in 1908 and I drew your particular attention to the fact that the private statutes enacted for me had been repealed while I was in England, and that there were some portions of this land I was entitled to acquire under the statutes—this does not refer to the big disputes [plan referred to]—the land amounts to about 2,000 acres—do you remember saying when we laid that before you, "It is evidently a mistake to repeal a private statute until it has fulfilled its purport"?—I do not recollect it.

15. Do you remember this: you said, "I see it is an error, and I will put it right in a short Act"?—I do not remember the incident you refer to, and I cannot therefore give you any other reply.

16. Do you remember the occasion when I saw you just as you were going into the House in 1908 and reminded you that you had promised to put it right, and you said you would do it this time?—I am pretty well satisfied that if I had made a promise of the kind I would have done my best to perform it, but, as I have said, I would not in my official capacity give any one a verbal promise until I had investigated the matter. What you say you may think is right, but I cannot recollect it, and if I could recollect it I would tell you at once. I think it only fair to myself to say that I think it very unlikely I would make such a promise in a casual way.

17. Do you remember a letter I placed in your hands reminding you of last year's promise, when you said, "I am sorry I have not done it"?—When was that?

18. In 1909?—No, I do not.

19. I think you gave it out in Parliament that the reason why the Government did not hold an inquiry in 1910 was on account of the Ohinemuri decision?—I do not remember what I said in Parliament. If I did so it is on record. You will recognize that if I could remember all that I have said in Parliament I should have a prodigious memory.

20. It was debated in the House?—That might be so, but I cannot recollect it.

21. You are not aware that the property was purchased at £15,000?—No, I cannot tell you from memory what it was purchased for. The records will show it.

Hon. the Chairman: By whom was it purchased?

Mr. Jones: The Land Purchase Board, and a deposit paid on it.

22. *Mr. Jones.*] I think you said in the House the Government employed Mr. Skerrett on behalf of the Natives?—Mr. Skerrett represented the Natives, that is quite certain.

23. At the request of the Government?—If so it is on record. I cannot tell you from memory, because from memory I do not know.

24. Did you, after assenting to the Order in Council on the 5th December, ever intimate to me that you had done this, or that the Order in Council had to be issued?—As a matter of fact,

except in answer to communications from you or in any interview you had with me, I have never looked upon it as part of my duty to intimate to you or to anybody. Naturally I would not in cases of the kind. I would not have been able to do my work if I had been intimating every day to numerous people of this country regarding matters no doubt of importance to them personally.

25. After you returned from Rotorua in 1910 I came down to see you, and had a long interview with you in your office?—That may be so, but I cannot recall anything of the kind, nor could anybody else, I think, in my place.

26. Do you remember, at any rate, this circumstance in 1909—a body of over twenty gentlemen of both Houses waiting upon you to ask whether the Government were not impelled in any way and to settle this matter up; and do you remember your reply to those gentlemen: "I have seen the solicitors on both sides this morning, and arrangements have been made to settle the matter"?—I remember an interview of the kind, but I cannot from memory say when it took place, or how many gentlemen were present; and whatever my answer was to them you may depend upon it I would have given effect to it. You are suggesting that the whole nature of such an interview and any remarks I might have made are absolutely focussed into one sentence. Interviews of a kaleidoscopic character and on many points frequently took place with deputations, and I would not in a terse way say in a single sentence that I was going to settle anything, much less such a complicated matter as this was. Quite irrespective of all the interviews, I could not act without first getting rid of the legal complications so as to have a straight road to go, and we were never able to get it.

27. The Government set up what is called the Stout-Palmer Commission?—Yes, there was a Commission on which there were the two members.

28. Are you aware that that Commission held its inquiry behind my back, and that I knew nothing about it?—No, I do not know anything of the details of the Commission's work. I cannot, of course, be expected to.

29. Here is the Stout-Palmer Commission's report and a Press report of a deputation, accompanied by Mr. Okey, which waited upon you. [See exhibit.] Now, sir, did you attempt to get that report removed from the table?—I do not know who furnished that report to the Press. My recollection is that there were no Press reporters present, and I do not accept contributed Press reports on such matters. Many newspaper reports are very full and reliable, and others are not, and you cannot rely on them. You cannot take a statement like that concerning an important Commission as to what I was going to do.

30. I asked you to remove that report of the Commission?—It is quite certain that I could not do that. I would not undertake to do it, because the report of a Commission set up to inquire into any matter, once on record, it is a record for good, and it would not be within my power to remove it. I would not do it for you or any one else.

31. You are aware of this: that upon the strength of that report the Government stated in the House that they felt justified in issuing the Order in Council—that they based it on that report?—If that statement has been made—I do not know whether it has been made or not—it will be on record.

32. Do you not think it is a grave injustice to me to base other proceedings on the report of an inquiry which was held behind my back, and which contains a lot of statements that are not true?—I will answer that, necessarily, the Commission was responsible for the conduct of its business, and that in turn you were responsible for looking after your own business when the Commission was sitting.

33. I did not know anything of it until two months afterwards, and I wrote you a letter about such an outrage, and you replied, "I note what you say." I put it to you whether it is a right thing for a Government to base other things on such a document without my knowledge?—I cannot do more than say that no doubt you are sincere in what you say, but I am bound to consider that the Commission reported in an honourable way unless there is reliable evidence produced to prove otherwise.

34. *Mr. Bell.*] You said that the Government were anxious, if possible, to protect the Native freehold interests in order to leave a clear road for the settlement of the disputes between Mr. Jones and Flower's executors or Herrman Lewis?—No, I did not say that. I said that we were anxious to purchase the freehold of the Mokau Estate with a view to getting clear of all the legal complications, and that if we did purchase the estate I was personally favourable, as an act of grace to Mr. Jones, to give him a lease of a portion of the minerals to enable him to recoup himself for some of the troubles and difficulties I understood he had gone through in connection with the estate.

35. So far as you were concerned, Herrman Lewis or the executors were on the titles as lessees?—At that time I cannot say from memory who they were.

36. Either Flower's executors or Herrman Lewis would be?—I assume Flower's executors or Herrman Lewis would be. I do not know the date you are referring to.

37. It would be some one holding adverse to Mr. Jones?—Yes.

38. What you had in mind was that the Government should buy the freehold?—We wanted to buy the freehold right out of the Mokau Estate, so as to get clear of all legal complications.

39. Did the Government have in mind to allow—after having purchased the freehold—Mr. Jones and the other people claiming adversely to him to fight it out between them, or to allow the people on the title to remain on the title and to give Mr. Jones compensation?—My answer is that if there were any legal complications we would not have considered it. It finally appeared to us that the best course to adopt would be to purchase the estate from the Natives so as to clear up all legal difficulties, and for reasons I have given we could not purchase the estate.

40. Mr. Treadwell's suggestion to the Government was this: that if they bought out the Native interests and then terminated the leasehold they would immediately bring into issue the question as to who was entitled to compensation; that would give a clear road to Mr. Jones and those claiming adversely to him to fight it out between themselves?—I have not suggested that the Government accepted any suggestion from Mr. Treadwell. I cannot tell you from memory whether that was in the Government's mind or not. I know that I was in consultation with the Crown Law Officers. One of the things considered was the getting clear of a doubt as to the liability of the Assurance Fund.

41. I will ask you another question—I do not think that is material?—Mr. Skerrett thought it was material from the point of view of the Natives' interests. It was one of the reasons considered at the time by the Government, because we did not want any doubt connected with the country's responsibility, and we were advised there was a doubt.

42. There is a legal difference of opinion as to whether any action of the Government would have affected the Assurance Fund?—I know there is a difference of opinion on the legal aspect of the question. You want to remember that I was not, as a member of the Government, looking at the matter from Mr. Jones's point of view. I was looking at it from the point of view of protecting the Government, which it was my duty to do.

43. Then you stated that it was impossible for the Government to purchase: did you mean that the legal complications were such that you were advised not to, or that there was no power in the statute to do so?—Well, the price was an amount that we were not prepared to give by comparison with the special valuation we got at the time; in other words, it was a price, in addition to a mortgage for a large sum we would have had to pay, that we thought we might never see again.

44. *Mr. Statham.*] Can you tell us what the special valuation was?—We instructed Mr. Kensington to have a special valuation made, and that is on record. I think he valued some portions of the estate as of very little value, and the whole estate did not come within some thousands of what we were prepared to pay for it and actually offered the Natives for it.

45. Did I understand you to say that you looked upon the report of the Stout-Palmer Commission as one you would rely on?—No other view was taken of it at the time, and we did not question the *bona fides* of the report or of the men who drafted it.

46. Did that report guide you in dealing with the lands?—Not finally. What guided the Government finally was the fact that we could not purchase the estate at a fair price, and unless we could get it at a fair price we could not clear it from the legal complications.

47. You say that you were not aware that Mr. Jones was not called on to give evidence before the Commission?—He says so to-day. I was not aware of it.

48. There is nothing in the report to show that he did give evidence?—I have not seen it recently. If you say so I accept it.

49. It is alleged by Mr. Jones that the issue of the Order in Council by the Government which enabled Mr. Lewis to acquire the freehold seriously prejudiced Mr. Jones in his claims to the lease, of which Mr. Lewis had become registered proprietor, and correspondingly strengthened Mr. Lewis's position, and that it was in direct conflict with the recommendations of the parliamentary Committee that Mr. Jones's claims to equitable consideration should be clearly defined, and that steps should be taken to prevent any further dealings with the land. Such an Order in Council can, under the Native Land Act, only be issued when it is deemed expedient in the public interest to permit a person to acquire more than the 3,000-acre limit prescribed by the Act. Can you tell us why in this case it was deemed in the public interest that the Order in Council should be issued?—I should say that you are putting a big legal question to me which you have carefully prepared, and I am not prepared offhand to answer it in detail.

50. This is a question of fact?—I can only say this: that the report from the Legislative Council to which you have referred would be considered by the Government at the time—there is no question about that. The difficulty existing with Mr. Jones was not with the Government, but between him and the lessees and the executors of a firm that had—at all events, rightly or wrongly—got a decision against him in England; and owing to the fact that the Natives at the time you refer to were insistent on selling their land, and that the Government previously could not see its way to give the price the Natives wanted, the fact that we could not set up a Commission as recommended by the Legislative Council Committee to inquire into a matter between the lessee and lessor or the lessee and the executors of Flower's estate—it became a question whether the Government were to purchase the land, taking over all the legal complications, or putting the Natives into a position to sell.

51. Then the Government did believe it was in the public interest to allow Mr. Herrman Lewis to acquire the freehold?—I do not know anything about Herrman Lewis being allowed to acquire the freehold. You are speaking of a time when it was decided that the Government should allow the Natives to sell their estate. The Native owners had a right, in my opinion, to get as good a price as they possibly could for their estate. However anxious a man might be on sentimental grounds to help Mr. Jones, I do not see how the Government in authority could have assisted him by doing anything that would stop the Natives from getting what they considered a good sale for their land.

52. Did you say it allowed the Natives to get a price largely in excess of the value of the land? Is it not a fact that Herrman Lewis turned it over and made a good profit out of it?—I understand that is so; but if he had not been able to find people prepared to give him what they did for the land he could not have held on to it, and in all probability it would have ruined him. I am not a prophet, but I am prepared to say that the men who have bought it will never get within "coo-ee" of what they paid for it.

53. The issue of the Order in Council was decided upon before you went Home?—I tried to have it verified this morning, and I am not sure of it; but, in any case, whatever my colleagues decided upon I was, with them, responsible for.

54. After it was decided to issue the Order in Council the question of Mr. Jones's claims was still discussed between Mr. Jones and his solicitors and Mr. Okey, who interested himself in Mr. Jones's behalf?—That may be, but I do not know that it was so. But my answer is that neither the Government as a whole nor any member of it regarded Mr. Jones as having at any time any claim against New Zealand. We always believed that his grievance was against the mortgagees, and they were all dealing as private individuals. We never have taken the position that the country was responsible to Mr. Jones for anything as a matter of State rights or State responsibility.

55. Mr. Jones claims that the issue of the Order in Council was disastrous to him, because it practically snuffed him out altogether—it allowed Herrman Lewis, who had the leaseholds, to acquire the freeholds; and what I want to find out is what reason the Government had for hastening the issue of the Order in Council?—I do not know that it was hastened. I know the Natives wanted to sell the land, and if we had bought it at the price they wanted we would have inflicted a heavy loss on the people of the country. Whatever claims Jones had could not be affected, Order in Council or no Order in Council. If he had anything by right then he has it now.

56. In 1907 legislation was passed which took away the sole pre-emptive rights Mr. Jones had over some 2,000 acres?—I cannot recollect that, but if so it must be on record.

57. Mr. Jones alleges that he saw you about it and you promised to make it right next session?—I have already replied to Mr. Jones that I do not remember that. I do not recollect making any promise of that kind. If I had made such a promise I would have tried to put it into effect.

58. *Mr. Bell.*] You said that at the time the Order in Council was issued it was done in order to empower the Natives to sell, and you said, "I do not know anything about Herrman Lewis"?—I do not know anything personally of him of any sort or kind. He has never seen me about anything connected with the Mokau Estate at any time. Whatever the Order in Council was for it is stated in it and must be on record.

59. But, as a matter of fact, it was known when the Order in Council was issued that Herrman Lewis was to be the purchaser?—I did not know that that was so personally.

60. I think it was suggested, as one of the reasons why the Order in Council was in the public interest, that the purchaser was giving an undertaking to cut the land up?—Well, that must be on record if it is so.

61. I am only speaking from memory?—I am not going to answer anything as to details in an offhand way from memory. I cannot recollect the details of the Order in Council, and what it was for must be on record.

62. *Mr. Jones.*] I put the question to you—in fact, I asserted—that you could have bought the land at £15,000, and yet you did not take it, and here is your own valuation by Mr. Kensington of £35,000: how do you reconcile the two statements?—I should say your statement is absolutely contrary to fact, because in an interview I had with a number of Natives who were interested, and with the Native Minister present, they refused to entertain a proposal for a considerable amount beyond that when the Government were prepared to give it to them.

63. Beyond what?—Beyond the amount you have named. You say £15,000.

64. Certainly, and you paid a deposit on it?—As far as I know no such offer was even made.

65. Did the Government, or anybody on its behalf, pay a deposit on this land to buy it for a sum of £15,000?—My answer to that is that I personally, with the full concurrence of Cabinet, agreed to offer the Natives many thousands of pounds beyond that, and they refused it.

66. It passed at £25,000 to the people who got it, and there is your own valuation, signed by Mr. Kensington, that the Crown might go as far as £35,000, and yet you could have got it at £15,000?—My impression from memory is that, in addition to the price we were offering to the Natives, we had also to pay off a large mortgage in addition. I know we offered a great deal more than £15,000 and they would not take it.

67. Here is Mr. Kensington's valuation of £35,000 in his report, Exhibit 35 of the Mokau-Mohakatino inquiry of 1911?—I do not question Mr. Kensington's report. It is on record, and is available to every member of the Committee. His report is undoubtedly reliable. I say our offer to the Natives which was refused was, with the amount of a mortgage we had to pay, several thousands of pounds above Mr. Kensington's valuation.

68. *Mr. Statham.*] If the Natives were willing to sell at £15,000, that would be subject to the leasehold interest?—I am speaking from memory, but I know that, on behalf of the Government, I saw a number of the Natives and offered them a considerable amount beyond £15,000. My impression is that it was about £24,000. There was a mortgage for a large amount in addition that we were to pay. I recollect perfectly well that at first they were inclined to take the offer, and that afterwards they refused it; and then there was a mortgage on it for a large sum in addition to the price the Government were prepared to give the Natives, and the two together exceeded Mr. Kensington's valuation by some thousands of pounds. But, in any case, that is all on record somewhere.

69. *Mr. Jones.*] Perhaps I ought not to ask this; but, assuming that these gentlemen here recommend the Government to do anything, will you grant them your powerful support?—I would be prepared to carefully consider any report the Committee might make, but I could not give a promise as to what I would do.

JOSEPH EDWIN DALTON sworn and examined. (No. 17.)

1. *Hon. the Chairman.*] What is your occupation?—Licensed interpreter and Native agent.

2. *Mr. Jones.*] Mr. Dalton, you were living in Taranaki?—I was.

3. You have had a great deal of experience in Native matters?—Yes.

4. Do you remember the great meeting at Waitara when Sir George Grey and the Hon. Mr. Sheehan were there?—Yes, I was present at that meeting.

5. Do you remember the date?—It was in the later "seventies." It is a long time to think back.

6. It was in 1878?—It was about 1878.

7. You knew Wetere Te Rerenga, of the Maniapoto Tribe?—Yes.

8. You knew Rewi Maniapoto, did you not?—I did.

9. He was, I believe, the great fighting chief?—That is so. He was the principal chief in the Waikato in those days, in what is known as the King-country.

10. From your knowledge of Native matters will you tell the Committee how those men came in—did they come in through my hands, or how? They crossed the *aukati* lines—the confiscated boundaries?—Of course, I can only speak from hearsay, but I understood at that time that you had a good deal to do with bringing Rewi Maniapoto into Waitara to meet Sir George Grey, who was then Premier of New Zealand, and Mr. John Sheehan, who was Native Minister. The name of that meeting was the Akarima.

11. What effect had that meeting upon the relationship between the European Government and the Natives?—It simply did away with the *aukati*. It enabled Europeans to come in.

12. It broke down the barrier?—Yes.

13. Do you remember at that time whether or not the Natives invited Dr. Hector, the Government Geologist, and took him up through their country—through Mokau—through me?—I do not remember that.

14. When I first entered into the deeds of lease with this property do you remember being at Mokau with Captain Messenger?—Yes.

15. The original deed?—The original deed.

16. *Hon. the Chairman.*] What year was that?—After I left Waitara I have not taken any interest in the matter.

17. *Mr. Jones.*] You have not seen me for twenty years or more?—No.

18. The contents of the deed provided for the formation of a company and for other things to be done?—If I recollect aright you leased the lands from the Natives, paying them a small rental and giving them a small amount in royalties, but I could not say what the amount was. I was there with Captain Messenger to see that things were done right. Mr. William Grace was the interpreter.

19. Now, upon that occasion, as a fact a considerable quantity of beer was taken into that settlement—it is stated in this document [Stout-Palmer Commission's report]: do you know anything about that?—I cannot say there were considerable quantities of beer there.

20. There were several hundred Natives there?—Yes, any number of Natives from all round the Waikato.

21. Was not Mokau the first Court that was held at Waitara?—Yes.

22. During that period—I am now going from 1878 to 1882, and you had a good deal to do about Waitara and Mokau—did you ever hear from anybody or the Natives of any ill treatment of mine towards the Natives—any misconduct, any hardship inflicted, or anything whatever of that kind?—No.

23. I want you to draw a distinction between the document you assisted Captain Messenger to witness and a subsequent agreement. As you were there several years afterwards, did you know anything with regard to some Natives, unknown to Wetere Te Rerenga, throwing my coal into the river?—I have heard of it.

24. Were you not present in 1887 when the head chief of all came to me and said he was sorry that the Native people had torn my fences down and thrown my coal into the river?—I was present when the arrangement was made between you and Te Rerenga that the old agreement should be destroyed and you should enter into a new agreement. I heard about the trouble with the coal.

25. Will you kindly read this document out—read the Maori and then give us the interpretation of it?—"Mokau, 1st March, 1887.—Judge Wilson, greeting: The money for Mr. Jones's lease, Mangapohue to the Heads, is £125. The old negotiations have been abandoned. Do you insert this in your document, and reply so that I may know. Ended. From WETERE TE RERENGA."

26. Is that your writing—the interpretation?—I believe so.

27. Will you tell these gentlemen who Judge Wilson was?—He was Judge of the Native Land Court.

28. Was he a strict man?—Yes.

29. He would not stand any improper work, above all men?—No, I do not think so.

30. I wish the Committee to understand that this document refers to half the property—the big lease?—From the Heads to Mangapohue.

31. Here is another document securing the piece from Mangapohue to the eastern boundary. [Map referred to.] The line was struck after survey from Mangapohue. Then you will remember there were other blocks behind. That agreement you have just read only applies to half the land?—It fixes the boundary from Mangapohue towards the Heads.

32. Now, this is an agreement for the land up to Toroto; Piriheki is the boundary. Here is an agreement to pay them £100 per annum for this piece [shown on map]. That would be

£225 rental for the two pieces for half the term of the lease, twenty-eight years. The lease was for fifty-six years?—Yes.

33. That would be £225 for the first twenty-eight years and £450 for the remainder of the lease. In all the leases there is a condition that the Natives should be held free from all rates and taxes. [Exhibit SSS put in]?—Yes.

34. Under the circumstances, throwing your eye back from 1876 to the present time, and considering all the troubles I had to go through and that the Natives were all round the property, do you think that a fair rental?—At the time it was, because it was as much as a man's life was worth to go on those lands in those days—1876.

35. There was a purchase there prior, by the Crown, of 40,000 acres fee-simple?—That is on the Marikupa side.

36. There were 40,000 acres in Judge Rogan's purchase: taking the two together, do you not think my deal is a much more liberal one for the Natives than 3d. an acre for the land adjoining?—Yes, I do, because the land to the north is much more adaptable for grazing. A great deal of the country is limestone country. I am not talking of the minerals, but from a grazing point of view the Awakino has a great deal of that.

37. I asked you to read the Stout-Palmer Commission's report?—Yes.

38. You had it for two nights: now, does not that speak of me in unmeasured terms?—Well, it certainly does speak very unfavourably of your dealings. Of course, it would be rather a presumption on my part to criticize the Chief Justice's report. I can say that the whole of your dealings with me have been thoroughly straightforward and honourable as far as I know.

39. Take the particular paragraph in the middle of page 7: "It does not seem to us that any sympathy is required for those who dealt with them (the Natives) in their leasehold transactions"?—As far as I know your transactions with the Natives, as far as I was acquainted with you, were straightforward and honourable.

40. And if there had been anything bad you would have heard of it from the Natives?—I think I should.

41. *Mr. Statham.*] Are you aware that Mr. Jones got any compensation from the Government for anything he did?—Not that I am aware of. I might say that the Mokau business has gone out of my mind entirely since I saw Mr. Jones twenty years ago. It was not until I met Mr. Jones here the other evening that I remembered anything at all.

42. Do you believe that Mr. Jones rendered material service to the Government?—I think that was acknowledged by Sir George Grey and Mr. Sheehan at the time. We were all present, and if Mr. Sheehan wanted any of the Natives to discuss matters at that meeting I saw that Mr. Jones went and fetched them.

43. *Mr. McCallum.*] What was your position in connection with the transactions between the Natives and the Government, or between Mr. Jones and the Government?—I had no position between Mr. Jones and the Government. I was simply an interpreter.

44. For whom?—I was employed by Mr. Jones on some occasions and by Captain Messenger on others. Captain Messenger was the attesting officer, as it were.

45. You were not employed by the Government in any way?—I got no remuneration from Captain Messenger, but he asked me to see if everything was right, as he was not a Maori linguist.

46. Did you witness the deeds?—No, I think Mr. Grace did. At that time an interpreter could not take any part in the negotiations.

47. You only acted as a friend to Mr. Jones?—He always paid me.

48. Were you often employed?—On several occasions.

49. Your duties to him were performed concurrently with those for other people?—I was not employed always.

50. He was your client when he entered into these negotiations on different occasions?—Yes.

51. *Hon. the Chairman.*] The *aukati* line was an imaginary line over which it was forbidden that any European should pass?—That is so.

52. In the earlier questions put to you you said, "I speak from hearsay": what did you mean? I want to ask you afterwards how far your own knowledge extends. In the first place you said, with regard to the facts that took place, you spoke from hearsay. From whom did you get this hearsay—from the Natives?—It was generally talked about there, because it caused a good deal of excitement at the time, and I afterwards heard of it from Wetere himself.

53. You did not intend that statement to extend over the questions that followed?—No.

54. Where you speak of being employed as interpreter, for instance, and by Captain Messenger, you are speaking from your own knowledge?—Yes.

55. *Mr. Jones.*] When the original deed was signed you had no connection with me at all, if you remember?—No.

56. And there were some couple of years between the signing of that deed and your acting for the other deeds?—Between the time I was with Captain Messenger and this agreement, yes.

57. There were three or four years between?—There was some considerable time. I was employed by some one else—by George Stockman, I think.

JOSHUA JONES re-examined. (No. 18.)

1. *Hon. the Chairman.*] I just want to ask you this question: Did you receive any notice from any one that it was intended to repeal the special Act of 1888?—No, sir; I was in London at the time, and both Acts of 1885 and 1888 were repealed together. I knew nothing about it.

APPENDIX.

INDEX TO APPENDIX.

NOTE.—* denotes exhibits ordered to be printed.

EXHIBITS.

MOKAU-MOHAKATINO INQUIRY.

SUMMARY BY MR. JOSHUA JONES ADDRESSED TO THE COMMITTEE.

THE application I made to the Committee was that you would see fit to recommend the passing of a short statute enabling the trial of action in this country upon the grounds that the English Chancery Court had held and made an order on the 1st November, 1907, that I was entitled to lay an action for redemption and accounts, but with the expression of opinion that the jurisdiction was in New Zealand, where the other side to the action obtained what title they possessed and where the property was located. I should state that one of the points relied on by counsel (Mr. Ashton) for the other side was that the jurisdiction was in New Zealand, and this is intimated in their statement of defence in the hands of the Committee that they intended to plead to that effect. The other side contended that the action was "frivolous," and that a title under the Land Transfer Act of New Zealand was unassailable, and that therefore the proceedings should be stayed, as prayed by the motion. His Lordship Mr. Justice Parker replied that he had knowledge of the New Zealand Act, and that he did not understand it to be the medium of legalizing transactions that might be open to question—as this one appeared to be—and certainly not intended to prevent the trial of an action to elucidate any facts that might be alleged; that the action was not by any means "frivolous," but, considering all the circumstances, a most important one, and should proceed. My recollection is that the facts of my being prevented carrying out my part of the compact under the mortgage by the other side putting out defamatory reports as to the value of the property and also as to my title (*Hansard*) were not in any pleadings or statements before the Court, but were incidentally mentioned by my counsel to the counsel for the other side. I think the Judge took higher ground: he examined the amount of the claim in comparison with the large value of the estate, and I am under the belief that his decision was prompted more by that consideration than by considerations for the New Zealand statute. And I may here point out that His Lordship's grounds were well foreseen when it is remembered that some £50,000 over and above the price paid for the property has already been netted out of the dealings with it by persons who had never even seen the property or expended a farthing in improving or creating a value upon it, and this with the aid of the Government—Sir J. Ward, Dr. Findlay, and the Hon. J. Carroll in particular—improperly and illegally, I submit—rendered in the form of an Order in Council that was never intended by the Legislature for such purpose. This named sum by no means represents a tithe of the value of the property, when it is borne in mind that only the surface value was, according to the evidence of the Secretary for Lands, estimated in the purchase, and not the minerals underneath. It is true that the purchase under the Order in Council included the freehold and minerals, but there is the statement in public of the Hon. Mr. Carroll as Minister that the value of the leasehold was greater than that of the freehold. That the fact of my having signed certain documents in England undertaking not to apply for extension of time in payment of the stipulated sums under the compact, and not to enter further caveat in New Zealand, was dwelt upon in London by counsel for the other side, when the Judge replied that the plaintiff would probably show reason why he ignored what he had signed. "If he does not," said His Lordship, "so much the better for you"—meaning the defendants in the action.

As I have informed the Committee, that, acting under the best advice I could obtain in England that the jurisdiction lay in New Zealand, I determined upon relinquishing the action then before the Chancery Court, and left for this country to bring it on here, informing the other side of my intention, and leaving instructions with my solicitors to either withdraw the action or consent to its dismissal. The latter course was adopted. That on my return to this country I lodged caveat at New Plymouth pending trial of the action against further dealings with the land, whereupon I was cited to that town to show cause why I should not be ordered to remove the caveat. Mr. Justice Edwards heard the case, and remitted it to the Full Court at Wellington for decision. The argument was heard before five Judges on the 20th July, 1908, my counsel, Mr. Treadwell, having filed affidavits showing grounds of action and for maintaining the caveat pending the trial. The Court unanimously, without calling on the other side, ordered the removal of the caveat, and gave heavy costs against me, thus giving a direct contrary judgment to that given by the English Chancery Judge. Upon application by my counsel for leave to appeal to the Privy Council it was unanimously scouted by the Bench; the President, Stout, C.J., putting the pertinent query to my counsel, "Can you cite where such leave to appeal has been granted in a case held by the Court to be frivolous?" My counsel and myself took this decision as a refusal of leave to maintain the action. One of the learned gentlemen on this Committee (Mr. Bell) a few days ago said, in reply to me, "But the Court could not refuse you leave to enter the action." The learned gentleman, however, was in error. The Chief Justice, on the 31st May, 1911, gave a decision refusing leave to serve process for a hearing in the Dominion Courts, the particulars of which decision are in possession of the Committee. This same Judge, however, that with the other Judges in 1908 held the case to be "frivolous" and refused leave to appeal to the Privy Council, in this case of 1911 gave leave to appeal, and there the matter rests as set out in the petition, as I have not the means to prosecute the appeal. Another extraordinary feature in the proceedings is this: the same learned gentleman of the Committee quoted the decision of each and every Judge of the Full Court in 1908 as showing that their judgment was,

in his opinion, given in the absence of any grounds being supplied to the Court upon which an action could be based, "because," said the learned gentleman, "if you had supplied the Court with the information you allege here, that you had been prevented by any conduct on the part of the other side from carrying out the compact, the Court might have given a different judgment." "However," he said, "we will get Mr. Treadwell here." A day or two later he produced Mr. Treadwell, who exhibited an affidavit that had been laid before the five Judges at the hearing on the 20th July, 1908, containing the same statement as to my being thwarted in dealing with the property as I had stated in the petition and before this honourable Committee. Nor is this all that astounds me. I ask leave to quote what the Chief Justice says on the bench (*Dominion*, 31st May, 1911), referring to the judgment of the 20th July, 1908. He says, "The Court dismissed the action as frivolous. The affidavits were before the Court. They (the Judges) may have been wrong, but there was a right of appeal to the Privy Council." It may be noted that the same learned Chief Justice, who in 1908 was one of the Full Court that threw the case out as being "frivolous" and refusing right of appeal, in 1911 says, "The affidavits were before the Court. They (the Judges) may have been wrong, but there was a right of appeal to the Privy Council." I beg leave to hand in the *Dominion* containing the judgment of the 31st May, 1911. The situation was the same in both instances—there had been no change in the position. I respectfully submit that under these extraordinary circumstances I am justified in asking the Committee to recommend that an Act of Parliament be provided to enable me to have a trial of the action in this Dominion, and upon the further and special ground that if an action succeeded in London another action would have to be tried in this country to be effectual (*vide* counsel's opinion in possession of the Committee). Had the Full Court given the decision in 1908 that I hold it should have done, I believe I should have been established in possession upon trial of the action.

In 1910 an arrangement was made whereby the Government could have bought the freehold of the land and dealt with myself to my satisfaction, and with the alleged holder of the leaseholds under the statute, but the arrangement was not carried out. (Note: Sir J. Ward and Mr. Treadwell deny that such arrangement was made with respect to the land and minerals, but I ask for the production of the telegram of April, 1910, written by Treadwell at the request of Sir J. Carroll, signed and sent by the latter to Sir J. Ward at Invercargill, which will support my contention that such an arrangement was made.)

As to the connection of the Government with the difficulties created with respect to the property in recent years, I beg to point out that it was at the suggestion of Sir J. Ward I petitioned Parliament after the decision of the Full Court in 1908 had been given, upon his assurance that he would be glad to give effect to any recommendation in my favour that a Committee might make. Sir Joseph repudiated this in his evidence before the Committee a few days ago, but I beg to refer to his reply to Mr. Jennings in the House in August, 1908, that Mr. Jones should petition Parliament and have his case reported on by the representatives of the people—for what purpose, I might be permitted to ask, if it were not as a guide to the Government in assisting me? However, there is the statement of Treadwell, the solicitor who acted for me, in his letter to myself of the 29th October, 1908, as follows: "The writer several times saw the Attorney-General with reference to the matter, and a perfectly plain intimation was given to him by Dr. Findlay that the Government would not either appoint a Commission to deal with or investigate the allegations in the petition. The Government cannot, of course, prevent dealings with the land, but we had an intimation from Dr. Findlay before the end of the session that no legislation would be introduced" (*i.e.*, legislation for relief). It must be remembered that at this time (October, 1908) the firm of Findlay and Dalziell were the solicitors for Herrman Lewis, the person to whom the agents of Flower's executors, Messrs. Travers and Campbell, had transferred the Mokau property for no consideration whatever. Dalziell, it appears from the evidence, was the applicant to the Cabinet for the Order in Council, and a peculiar state of affairs is disclosed by the said Lewis before the Committees of 1908 and 1911 upon this case: that Robert Orr, an employee of Travers-Campbell, put him on to the property, and Campbell, who was his solicitor and also solicitor for the executors at the same time, advised him to buy the property. He says, "In fact, I purchased the property on his (Campbell's) recommendation." If that is not collusion by the executor's agents with a dummy I would ask the Committee to consider what is. The mortgage by Lewis to T. G. Macarthy, who had not loaned a farthing on the property, for £25,000 was effected through the same office.

I submit that the blocking of the recommendation of the Legislative Council Committee by the Attorney-General was an interference with the rights conferred on me by the Committee in their recommendation. This inquiry was never held. It is necessary here to state that Dr. Findlay gives the blank denial to the statement of Treadwell. He says that he did not refuse the inquiry (*Hansard*, 1910, pp. 597–600), and professes that it was the Prime Minister that had the power to set it up. My answer to that is my belief that if he had submitted and recommended the report to Cabinet there was no reason why the inquiry should not have been set up. It has been stated by the Prime Minister in the House that the Solicitor-General had reported that such inquiry could not be set up. I reply that Dr. Findlay refused the inquiry to Treadwell on the 7th October, 1908, before the Solicitor-General had been consulted. The dates will show this. It is stated by the Prime Minister (*Hansard*, 14th November, 1910), and by Dr. Findlay in the Council or (and) before the A to L Committee, 1910, that the Ohinemuri decision was a bar to any inquiry. My answer to that is that the inquiry was refused by Dr. Findlay as Attorney-General in October, 1908, and the Ohinemuri decision was not given until April or May, 1909.

I submit to the Committee that the recommendations 5 and 6 of the A to L Committee, 1910, were unjustly ignored by the Government to my prejudice, and to the benefit of Herrman Lewis,

the client of Findlay and Dalziell, and those finding the money to purchase the freehold of the land from the Natives. These two recommendations set out that in any mutual understanding with respect to the land the petitioner's claims to equitable consideration should be clearly defined. I beg to place it to the Committee that in issuing the Order in Council the Government could fairly have issued it subject to my equitable claims, but they did not even let me nor Mr. Okey, M.P., who was in communication with the Premier upon the subject, know that it was intended to issue the Order in Council. I knew nothing about it, although assented to by Cabinet on the 5th December, 1910, until after the land had passed by sale on the 22nd and 24th March, 1911. I was in communication with the Prime Minister and Mr. Carroll personally and by post, and letters were deposited by me with the Native Minister and the President of the Maori Land Board asking to be informed of any proposed dealings. The Premier informed Mr. Okey in the House on the 17th November, 1910, that the matter was then before Cabinet, and he would inform the House as soon as any decision was arrived at, but the matter was kept secret. The House closed on the 3rd December, and the order was sanctioned by Cabinet on the 5th.

I contend that the setting-up of the Stout-Palmer Commission and the inquiry into the matter of these lands was an illegal act, these not being Native lands, but land held under Land Transfer title, and under the jurisdiction of the Courts of law; further, the report was in 1911 ruled out by a parliamentary Committee as being inapplicable. It will be seen by the letter of the 7th November, 1908, Jones to Treadwell, that I had been threatened with this inquiry to my damage beforehand at the instance of Dr. Findlay. I have informed the Committee that the so-called inquiry was held unknown to me, and I sincerely trust that it be a recommendation that the report be deleted from the records of the Dominion, and that the Committee will express its opinion to Parliament upon this part of the subject-matter in such form as will prevent similar injustice arising to any one, whether at the hands of the Chief Justice or threat of an Attorney-General whose private firm may be interested in the premises.

The trouble began in Travers's office and wound up there. Travers placed the property in Flower's hands a year or more before I went to London in 1892. When Flower set himself to defraud me—I say "defraud" because he was found guilty by the Court—Travers by every scheme he could suggest or command assisted him. Had Travers said, "No, Jones is my client, I shall not allow you to defraud him," Flower would not have carried on—he would have dropped it. Now, what is Lewis's evidence? He says that Robert Orr put him on to the property. Orr, it should be stated, runs the Travers-Campbell show in Wellington. Lewis and Orr live at the Hutt, and go in and out in the same train. Orr laid him on, and as a fact he bought the property on Campbell's recommendation; that is his sworn evidence. He paid no money for the property; it was transferred to him purely as a dummy, as shown by the register. When those to whom Lewis sold the property were purchasing they made it a condition with Travers-Campbell that Lewis's name should be placed on the register (as Dalziell states in evidence before the Committee), and they placed the deposit of £4,000-odd in the hands of Moorhouse and Hadfield under arrangement with Travers-Campbell that the money should be paid direct to them, not to Lewis; and this was done, clearly showing that Lewis was only the dummy medium, and clearly showing collusion between the executors' agents and Lewis that he should be used as the dummy of the piece, and not the principal in the transaction. My contention is that the executors were trustees for me. Had the trial been allowed I would have proven this. The Land Transfer Act was merely made the medium of defrauding me of the equity. The English Judge said "There must be *bona fides*" when he ordered the trial to prevent the property passing at so much under value.

I beg to submit,—

1. Decision of the Full Court on the 20th July, 1908, to be contrary to decision of English Court. Yet the Full Court had evidence in affidavit of the false reports that were not before the English Court. Had the Full Court given the judgment I hold it should have done, I could have gone on with the action and saved all the trouble of the last four years.

2. The Government, in the person of Dr. Findlay, blocked the inquiry, if Treadwell's letter of the 29th October, 1908, is to be credited. The recommendation of the Committee was that the Government should set up an inquiry, and pending such inquiry to prevent any further dealings with the land. In any case the report was not given effect to.

3. That the Government ignored the recommendation of the A to L Committee, 1910, that the petitioner's equitable claims should be clearly defined. (Note: The Government need not have issued the Order in Council until this had been done; or they could have issued the Order subject to the equitable claims.)

4. That no communication from myself to the Government since Findlay and Dalziell became the solicitors for Lewis in this transaction was ever paid the slightest attention to beyond the usual formal replies.

5. That the Stout-Palmer Commission had no legal standing in inquiring into the Mokau leases, the lands comprised in which being held under Land Transfer tenure, and were not "Native lands." That the report was "ruled out" by the Native Affairs Committee of 1911, acting on legal opinions, as being not applicable to these Mokau lands.

6. That the Government could have settled the matter amicably with me in 1910, and had agreed with me to do so. This is denied by Sir J. Ward and Treadwell, but I ask for the telegram of April, 1910, in Treadwell's handwriting, signed by Mr. Carroll and sent by him to Sir J. Ward at Invercargill, to be produced in support of my statement.

7. If any settlement is made with me, the Act of Parliament requested by me (if granted) to remain a dead-letter.

29th October, 1912. J. JONES.

EXHIBIT E.

New Plymouth, 19th May, 1885.

To the Chairman, Public Petitions Committee, Wellington, 1885.

Re *Mr. Joshua Jones and Mokau.*

I BEG leave to state that in January, 1876, when I was Superintendent of the Province of Taranaki, Mr. Joshua Jones called upon me with the desire that I would aid him in opening the Mokau country for the purpose of developing its mineral and pastoral resources. I thereupon entered into a conversation with him on that subject, and pointed out as clearly as I could the difficulties which at that time barred my interfering in the Mokau question. Having done so, I remarked to him that I considered the opening of the Mokau district in a quiet and peaceful way would be one of the greatest boons which could be conferred on this part of New Zealand; that I should be delighted to hear of its being done, as I have no doubt would the General Government also. Mr. Jones told me then that he thought he saw his way to attain this much-desired object, when I further remarked, "If you do you will be deserving of the consideration and thanks of all who really desire the well-being of the Natives and the prosperity of this part of the colony."

FRED. A. CARRINGTON,
Late Superintendent of Taranaki.

EXHIBIT F.

SIR,— Auckland, 29th April, 1879.

I have the honour to acknowledge the receipt of your letter of the 26th instant on the subject of the arrangement made by you with the Natives for the lease of a block of land at Mokau, and to inform you in reply that in accordance with the promise already made to you the Government will not interfere with yourself and partner in the acquiring of a lease of the block of land on the south side Mokau River now under negotiation by you. This approval only extends to a leasehold transaction, and must not be deemed to cover a larger area than that already mentioned in previous correspondence.

This concession is made in recognition of the many important services rendered by you and your partner in aiding in the opening up of the Mokau River for settlement and inducing the Natives to allow and encourage European settlers amongst them.

All assistance which the Government can lawfully render will be given to you in respect of survey and investigation of title.

I have, &c.,
JOHN SHEEHAN.

Joshua Jones, Esq., Victoria Hotel, Auckland.

EXHIBIT I.

Tiati Wirihana: Tena koe. Mokau, 1st March, 1887.

KOTE moni mote Riihi a Tione Mangapohue kite Heeti £125; kua mutu te korero o mua. Me tui tui e koe ki te pukapuka. Hoki mai tau pukapuka kia mohio au. Heoi ano.

WETERE TE RERENGA.

TRANSLATION.

Judge Wilson: Greeting. Mokau, 1st March, 1887.

THE money for Mr. Jones's lease, Mangapohue to the Heads, is £125; the old negotiations have been abandoned. Do you insert this in your document, and reply so that I may know. Ended. From

WETERE TE RERENGA.

EXHIBIT K.

1904.—J.—No. 523.

IN THE HIGH COURT OF JUSTICE, KING'S BENCH DIVISION.

Writ issued the 11th day of March, 1904.

Between JOSHUA JONES, plaintiff, and WICKHAM FLOWER, CHARLES CÆSAR HOPKINSON and the said WICKHAM FLOWER, ANTONY FOXCROFT NUSSEY, and EVELYN NAPIER FELLOWES (now or lately practising as solicitors in copartnership), defendants.

AMENDED STATEMENT OF CLAIM.

1. AT the beginning of the year 1893 the plaintiff was possessed of an estate in New Zealand (hereinafter called "the Mokau Estate") comprising upwards of 56,000 acres for a term of fifty-six years from the year 1883, at a rent of £194 for the first twenty-eight years and of £392 for the residue of such term, subject to two mortgages (*videlicet*), one for £7,600 including interest in favour of one John Plimmer, and the other for £1,550 including interest in favour of one Walter Johnston. At the expiry of the said term of fifty-six years all buildings upon the estate, for whatsoever purposes the same may have been erected by the plaintiff, to be valued, and the value paid by the Native owners to the said Joshua Jones.

2. The said lands were and are of very great value, and subjacent thereto are the richest and most extensive coal-beds in New Zealand.

3. In the month of January, 1893, the plaintiff having come to England to develop the Mokau Estate, consulted, and on the 17th January, 1893, became the client of the defendant firm, of which firm the defendant Flower was a member.

4. The said defendant firm on the said 17th January, 1893, agreed (and on the 26th January, 1893, such agreement was reduced into writing) with the plaintiff, in consideration of a bonus of £1,050, in addition to solicitor-and-client costs, to endeavour to form a company, or find a purchaser or lessee to take over and work a portion of the coal-measures subjacent to the Mokau Estate.

5. At the said date, the 17th January, 1893, the said Walter Johnston had advertised the sale of his interest in the Mokau Estate pursuant to the powers contained in his mortgage, and it accordingly became desirable in the interests of the plaintiff to transmit to New Zealand the sum of £1,600 or thereabouts before the 26th January, 1893.

6. On the 24th January, 1893, the defendant firm Flower, Nussey, and Fellowes, acting as the solicitors of the plaintiff, obtained from a firm of Charles Hopkinson and Sons (of which firm the defendant Charles Cæsar Hopkinson was a member) a loan of £1,800 to the plaintiff at 7 per cent. per annum. With a part of this sum the said Walter Johnston was paid off and a transfer of his mortgage made to the said Charles Cæsar Hopkinson or Messrs. Charles Hopkinson and Sons.

7. Soon after the transactions above mentioned the said John Plimmer, the first mortgagee of the said Mokau Estate, began to press for repayment of his mortgage loan, and the said estate was advertised by him for sale on the 8th March, 1893, but the date of such sale was, at the request of the defendant firm as solicitors to the plaintiff, postponed to the 8th April, 1893.

8. During the period between January and April, 1893, the plaintiff and the defendant firm and the defendant Flower were actively engaged in attempting to get persons to float a company to work the coal-beds under the Mokau Estate, and a company to work cement thereon, but owing to a financial crisis during such period they had not succeeded in such attempt at the time of the matters next hereinafter mentioned. There was, however, no doubt at this time that companies to work as aforesaid would ultimately be successfully floated.

9. In order to fully protect the plaintiff's interest in the Mokau Estate, it was verbally agreed between the plaintiff and the defendant Flower through the defendant Fellowes that upon the sale on the 8th April, 1893, the defendant Flower should bid up to £10,000, and should hold the Mokau Estate in the name of the defendant Flower as trustee for the plaintiff, and should reconvey the same to the plaintiff upon repayment of the amount paid for the same with interest, a reasonable bonus, and the defendant Flower's firm's reasonable costs. The defendants Flower and Hopkinson verbally agreed through the defendant Fellowes to give an undertaking to reconvey on the above terms.

10. At the said sale on the 8th April, 1893, the only bid was one in the name of the defendant Flower, who was known to be the plaintiff's solicitor, for a nominal sum in excess of the money due on the mortgages. The Mokau Estate was accordingly knocked down to the defendant Flower for £7,652.

11. In all the above matters, and in particular in the said sale, the defendant Flower acted as the solicitor and trustee of the plaintiff and not otherwise.

12. The defendant Hopkinson, who provided a portion of the purchase-money on the said sale, was fully aware of the agreement set out in paragraph 9 hereof and of the fiduciary relationship subsisting between the defendant Flower and the plaintiff.

13. On or about the 17th August, 1893, the defendant Flower, in a letter written by him to one Fellowes, member of the defendant firm of Flower, Nussey, and Fellowes, falsely and maliciously and fraudulently in breach of his duty as trustee as aforesaid wrote and published of and concerning the plaintiff's title to the Mokau Estate aforesaid the following words: "Mr. C. Hopkinson and I became the purchasers of the Mokau property" [meaning thereby the Mokau Estate aforesaid], "which has since been duly conveyed to us as purchasers, and we are in consequence just as much the absolute owners of that property as Mr. Jones" [meaning thereby the plaintiff] "would be of any property he might purchase to-morrow in any of the public auction-rooms in London." The said Fellowes was already conversant with the circumstances referred to in the said letter, and the said letter was written merely for the purpose of being communicated to intending purchasers. On receipt of the said letter the defendant Fellowes accordingly maliciously communicated the contents thereof to one Arthur Thomas Collier, of St. Albans. The said Arthur Thomas Collier was at this time carrying out negotiations with the plaintiff on behalf of a proposed purchasing syndicate consisting of Baron de Wagstaffe, Colonel North, Messrs. Dimsdale, the Earl of Dudley, and Sir William Armstrong for a sale of a portion of the coal-measures subjacent to the Mokau Estate for £150,000, and in consequence of the said communication to the said Arthur Thomas Collier the negotiations fell through and the plaintiff was thereby deprived of the said purchase-money.

14. In three letters dated respectively the 18th April, 1894, 7th May, 1894, and 15th May, 1894, sent by the defendant firm to a certain firm named Todd, Dennes, and Lamb, the defendant firm falsely and maliciously and fraudulently in breach of their duty as trustees for the plaintiff wrote and published of and concerning the plaintiff's title to the Mokau Estate the following words, that is to say,—

(*a.*) In the letter of the 18th April, 1894, the words "We beg to inform you that as far as we know and believe Mr. Joshua Jones" [meaning thereby the plaintiff] "has no interest whatever in the Mokau property in New Zealand. . . . The property" [meaning thereby the Mokau property] "was sold on the 8th April, 1893, as above stated at an auction for £7,652, and has since been duly conveyed to our clients" [meaning thereby the defendants Flower and Hopkinson] "and all the title-deeds have been handed over."

(*b.*) In the letter dated the 7th May, 1894, the words "Jones" [meaning thereby the plaintiff] "ought to have told your client that since the Mokau property was sold to our clients" [meaning thereby the defendants Flower and Hopkinson] "by the first mortgagee by public sale carried out under the direction of the New Zealand Court he" [meaning thereby the plaintiff] "ceased to have any interest in the property" [meaning thereby the Mokau Estate] "other than any interest our clients might see fit to concede to him."

(*c.*) In the letter dated the 15th May, 1894, the words "Mr. Jones" [meaning thereby the plaintiff] "has purported to charge in your client's favour property" [meaning thereby the Mokau Estate] "in which he has no interest whatever, as the property was sold by his New Zealand mortgagees to our clients" [meaning thereby the defendants Flower and Hopkinson] "under their power of sale." "It seems to us" [meaning thereby the defendant firm] "that it now merely remains for your client to consider whether or not it is worth his while to prosecute Mr. Jones" [meaning thereby the plaintiff] "for obtaining money by false pretences." At that time the plaintiff was indebted to one Robert Colley, of 8 Spring Street, Paddington, in the sum of £400 or thereabouts, secured by a charge on the said Mokau Estate and subject to what was due to the defendants Flower and Hopkinson, and Messrs. Todd, Dennes, and Lamb, acting for the said Robert Colley, persuaded by the said letters that the said security was valueless, brought an action against the plaintiff and caused him to be adjudicated bankrupt.

15. Between the months of July and November, 1893, negotiations were being carried on between the plaintiff and Messrs. Scrimgeour, of 18 Old Broad Street, E.C., stockbrokers, acting for a proposed syndicate, and a draft agreement had in fact been prepared for the sale of part of the said Mokau Estate to the said syndicate. The parties to the said agreement were the plaintiff of the one part (as vendor) and the said Messrs. Scrimgeour of the other part (as purchasers). Before the time for the completion of the said negotiations the defendants obtained possession of the said draft agreement and erased the name of the plaintiff as vendor and beneficial owner, and substituted the names of the defendants Flower and Hopkinson as vendors. The defendants falsely and maliciously and fraudulently in breach of their duty as trustees thereby slandered the plaintiff's title by representing to the proposed purchasing syndicate that they the defendants Flower and Hopkinson were beneficial owners of the said Mokau Estate. In consequence of the said slander the said syndicate refused to complete the negotiations with the plaintiff for the purchase of the said Mokau Estate.

16. In the month of June, 1894, Messrs. Lewis and Lewis, solicitors, of Ely Place, E.C., were carrying on negotiations between the plaintiff and one Martin Fradd, of the Properties Development Company, Sherwood Lane, E.C., for the sale of the said Mokau Estate or a portion thereof. On or about the 18th, 20th, 25th June, 1894, the defendant firm falsely and maliciously and fradulently in breach of their duty as trustees for the plaintiff wrote and published to the said Messrs. Lewis and Lewis the following words, that is to say,—

(*a.*) On the 18th June, 1894, the words "Mr. Jones" [meaning thereby the plaintiff] "has ceased to have any interest whatever in the property" [meaning thereby the Mokau Estate]. "Since April, 1893, the purchasers" [meaning thereby the defendants Flower and Hopkinson] "have held the property as absolute owners and not in any sense as trustees."

(*b.*) On the 20th June, 1894, the words "There are no grounds whatever for suggesting that our clients" [meaning thereby the defendants Flower and Hopkinson] "hold the property" [meaning thereby the Mokau property] "otherwise than as absolute owners."

(*c.*) On the 25th June, the words "We can only say that you must have been entirely misinformed by Mr. Jones" [meaning thereby the plaintiff] "as" [other people have been] "to his position with regard to the property" [meaning thereby the plaintiff's title to the said Mokau Estate]. The contents of the said letters were communicated, as the defendants intended they should be, by the said Lewis and Lewis to the said Martin Fradd, and in consequence of the said publication said negotiations were broken off.

17. In a letter dated August, 1894, sent by the defendant firm to one Edwin George Jellicoe, the said defendant firm falsely and maliciously and fraudulently in breach of their duty as trustees for the plaintiff wrote and published to the said Edwin George Jellicoe of and concerning the plaintiff's title to the Mokau Estate as aforesaid the following words: "Since the sale by auction in New Zealand in April, 1893, Mr. Jones" [meaning thereby the plaintiff] "has had no interest in the Mokau property, which was conveyed by his" [meaning thereby the plaintiff] "mortgagees, acting under the direction of the Court, to our clients" [meaning thereby the defendants Flower and Hopkinson], "and so became their absolute property." At that time the said Edwin George Jellicoe was carrying on negotiations between the plaintiff and one Oscar Heindorf, of the Finance Corporation, Westminster, for the purchase of a portion of the Mokau Estate, and on or about the 2nd August, 1894, the said Edwin George Jellicoe drafted an agreement, which was signed by the said Oscar Heindorf, for the purchase, subject to a good title being given, of a portion of the said Mokau Estate. In consequence of the said letter the negotiations were broken off.

18. On the 9th October, 1894, Robert S. Fraser, a member of the firm of Fraser and Christian, of 4 Finsbury Circus, London, had an interview with the defendant Flower at the office of the defendant firm, when the defendant Flower falsely and maliciously and fraudulently in breach of his duty as a trustee spoke and published to the said Robert S. Fraser—

(*a.*) That "Jones" [meaning thereby the plaintiff] "is not entitled to redeem. The property" [meaning thereby the Mokau Estate] "has been purchased in my" [meaning thereby the defendant Flower's] "name."

(*b.*) In a telegram dated the 12th October, 1894, from the defendant Flower to the said Robert S. Fraser, the defendant Flower falsely and maliciously and fraudulently in breach of his duty as a trustee for the plaintiff wrote and published to the said Fraser and Christian the following words: "Purchasers" [meaning thereby the defendants Flower and Hopkinson] "would resell entire property" [meaning thereby the Mokau Estate] "conveyed by Plimmer for twenty-five thousand pounds immediate cash or unquestionable security, nothing less."

(*c.*) In a letter dated the 13th October, 1894, written by the defendant firm to the said Fraser and Christian, the defendant firm falsely and maliciously and fraudulently in breach of their duty as trustees for the plaintiff wrote and published to the said Fraser and Christian the following words: "Mr. Jones" [meaning thereby the plaintiff] "never had and has not any right to call for the redemption of the property" [meaning thereby the said Mokau Estate].

At this time the said Robert S. Fraser, of the said firm of Fraser and Christian, were possessed of the money to pay the defendants Flower and Hopkinson all sums due, and Messrs. Fraser and Christian were prepared to form a company for the purchase of the said Mokau Estate or a part thereof, and offered to pay off all charges, but in consequence of the slanders above set forth in this paragraph the said Fraser and Christian refused to proceed with the formation of a company. The defendant Flower and the defendant firm by the words set out in the three preceding subparagraphs intended and did in fact prevent the sale or dealing with the Mokau Estate by the plaintiff to the said Mr. Fraser.

19. In the year 1896 the defendant firm falsely and maliciously and fraudulently in breach of their duty as trustees for the plaintiff spoke and published to one T. James, of Highbeach Road, Loughton, Essex, the words following: "Jones" [meaning thereby the plaintiff] "has no interest whatever in the property" [meaning thereby the Mokau Estate]. The said T. James was in negotiation with the plaintiff for dealing with the Mokau Estate, but in consequence of the said statement the said negotiations fell through. The defendant firm by the words set out in the preceding paragraph intended and did in fact prevent the sale or dealing with the said Mokau Estate by the plaintiff to the said T. James.

20. In a letter dated the 27th December, 1895, the defendant firm falsely and maliciously and fraudulently in breach of their duty as trustees for the plaintiff wrote and published in a letter to one John Baxter, of Birmingham, the following words: "Joshua Jones" [meaning thereby the plaintiff] "has no right to the Mokau property except such as the owners might choose to concede as a matter of favour and not of right" The plaintiff was in negotiation with one Crewdson for the purchase of or dealing with the Mokau Estate. The said John Baxter was also at the same time carrying on negotiations between himself and the said Crewdson, of Norfolk Street, Manchester, and Coleman Street, London E.C., for the purchase of or dealing with the Mokau Estate, but in consequence of the said letter to the said John Baxter the said Crewdson declined to continue the said negotiations with the plaintiff. The defendant firm by the words set out in the preceding paragraph intended and did in fact prevent the sale or dealing with the property by the plaintiff to the said Crewdson.

21. On or about the 30th day of January, 1896, the defendant Flower falsely and maliciously and fraudulently in breach of his duty as trustee for the plaintiff wrote and published to one W. J. Davies the following words: "The Mr. Jones" [meaning thereby the plaintiff] "you refer to was the former owner of the property" [meaning thereby the Mokau Estate], "which was put up for sale by auction in New Zealand in the year 1893 by one of Mr. Jones's" [meaning thereby the plaintiff] "mortgagees" [meaning thereby Mr. Plimmer], "and was bought by Mr. Hopkinson" [meaning thereby the defendant Charles Cæsar Hopkinson] "and myself" [meaning thereby the defendant Flower] "jointly at the sale." The said W. J. Davies was in negotiation with the plaintiff for the sale or dealing with the Mokau Estate, but in consequence of the publication of the said slander the negotiations with the said W. J. Davies fell through. The defendant firm by the words set out in the preceding paragraph intended and did in fact prevent the sale or dealing with the said estate by the plaintiff to the said W. J. Davies.

22. In or about the month of May, 1896, the defendants Flower and Hopkinson, through their agent the co-mortgagee G. H. Hopkinson (who was a co-mortgagee of the defendant Charles Cæsar Hopkinson), falsely and maliciously and fraudulently, in breach of their duty as trustees for the plaintiff, did present a false report of one Wales on the Mokau Estate to one Williams, a solicitor, a member of the firm of Williams and Neville, of Winchester House, E.C. The said Williams was at the said time acting both on his own behalf and as a solicitor and agent for the West Australian Mining Company (Limited), who with the said Williams were negotiating with the plaintiff for the purpose of or dealing with the said Mokau Estate. The said report was false (*inter alia*) in that it described the coal-measures on the said Mokau Estate as being of "little or no value," and that the said coal when dug out of the ground "desiccated." Also that "there were none of the valuable ironsands of Taranaki" on the property. The said report was false to the knowledge of all the defendants.

Particulars.

In the year 1895 the defendants supplied to one James, of Loughton, a series of reports in which it was stated (*inter alia*) that the said coal was "of great value both for steam and household purposes," and that the said coal was a hard, bright, clean coal (meaning thereby that it did not desiccate). At the said time the defendants had in their possession the said untrue report of Wales, but they did not include it with the other reports. The said report of Wales was published by the defendants as aforesaid for the sole purpose of frustrating the plaintiff in obtaining the necessary sum of £5,000 either from the West Australian Mining Company (Limited) or from the said Williams, or from any other person, by the 16th June, 1896, as required under an order of the Chancery Division of this honourable Court dated the 26th February, 1896, which required the said sum to be supplied before the said 16th day of June. In consequence of the publication of the said report the plaintiff was unable to procure the said sum of £5,000, and the defendants were accordingly placed in a position to and did in fact obtain an order for foreclosure absolute upon the said property dated the 26th June, 1896.

23. On the 7th April, 1898, the defendant Hopkinson falsely and maliciously wrote and published to Messrs. Davies and Co., of St. Mary Axe, London E.C., the following words: "We" [meaning thereby himself and the defendant Flower] "must tell you, however, that we" [meaning thereby the defendants Flower and Hopkinson] "are negotiating for the sale of the property. There is any amount of magnetic sand on seashore belonging to us" [meaning thereby that the said defendants Flower and Hopkinson were the absolute owners of the said Mokau Estate]. In consequence of the publication of this letter the negotiations then pending between the plaintiff and Messrs. Davies fell through. The defendant Hopkinson by publishing the words set out in the preceding paragraph intended and did in fact prevent the sale or dealing with the property by the plaintiff to the said Messrs. Davies and Co.

24. In or about the month of June or July, 1899, the plaintiff was in negotiation with Mr. O'Hagan, of Central London Contract Corporation, of 2 and 4 Tokenhouse Buildings, E.C., and while the said negotiations were pending the defendants falsely and maliciously and fraudulently in breach of their duty as trustees published certain advertisements of a sale of the said Mokau Estate at Tokenhouse Yard, in which the defendant Flower and the trustee in bankruptcy of the defendant Hopkinson were described as selling as "beneficial owners," and in consequence of such publication the said O'Hagan declined to proceed with the negotiations. The defendants intended by such publication and did in fact prevent the sale or dealing with the property by the plaintiff to the said Mr. O'Hagan or to any other person.

25. In or about the month of May, 1898, at No. 3 Regent Street, S.W., the defendant Flower in the presence of the defendant Hopkinson falsely and maliciously spoke and published to one Daly, of Chalmers, Wade, and Co., of Liverpool and Lothbury, London, the words following: "We" [meaning thereby the defendants Flower and Hopkinson] "can give an absolute title to it" [meaning thereby the Mokau Estate] "irrespective of Mr. Jones" [meaning thereby the plaintiff]. "Mr. Jones is not a person worthy of credence, and any statement of his" [meaning thereby the plaintiff] "in respect of his" [meaning thereby the plaintiff] "having an interest in the equity" [meaning thereby the equity in the Mokau Estate] "should be disregarded." The said Daly was at that time negotiating with the plaintiff for the purchase of a portion of the said Mokau Estate on behalf of his said firm of Chalmers, Wade, and Co. and others, but in consequence of the publication of the said slander the said Daly broke off the said negotiations with the plaintiff. The defendants Flower and Hopkinson by the words set out in the preceding paragraph intended and did in fact prevent the sale or dealing with the said Mokau Estate by the plaintiff to the said Mr. Daly.

26. On the 24th February, 1902, the defendants Flower and Hopkinson, through Messrs. Flower and Flower, solicitors, of Mowbray House, Norfolk Street, Strand, London, of which firm the defendant Flower is the senior member, falsely and maliciously caused to be written and published of and concerning the said Mokau Estate in two letters to one A. J. Hughes the words following, that is to say,—

(*a.*) In a letter dated the 24th February the words, "As you again mention the name of Mr. Joshua Jones" [meaning thereby the plaintiff] "the sooner that person's position, which he persistently tries to ignore, is made quite clear to him the better for him and for all parties concerned. We remind you that the property" [meaning thereby the said Mokau Estate] "was sold and conveyed to our clients" [meaning the defendants Flower and Hopkinson] "in 1893 with the approval and direction of the Supreme Court of New Zealand."

(*b.*) In the letter undated but written shortly after the words, "Mr. Jones's" [meaning thereby the plaintiff] "assertions are absolutely valueless. Our client's title in the colony" [meaning thereby the title of the defendants Flower and Hopkinson to the said Mokau Estate] "is clearly established by the conveyance which was executed to them" [meaning thereby the defendants Flower and Hopkinson] "with the approval and by the direction of the Supreme Court of the colony in 1893." The said A. J. Hughes was at that time negotiating with the plaintiff for and on behalf of one George Davies, J.P., of Aberystwyth, for the purchase of or dealing with the said Mokau Estate, but in consequence of the said letters the said negotiations were broken off.

27. In or about the month of March, 1903, the plaintiff was negotiating and subsequently entered into an agreement with one James Parker, of 5 Whittington Avenue, Leadenhall Street, for the sale to him and other persons of a portion of the said Mokau Estate at the price of £200,000. In or about the month of May, 1903, the defendants Flower and Hopkinson falsely

and maliciously wrote and published, and (or) caused to be printed and published in certain other advertisements and conditions of sale of the said Mokau Estate, a further repetition of the said slanders on the plaintiff's title therein by repeating in the conditions of sale thereof the words above complained of in paragraph 24—to wit, that the said Wickham Flower and the said trustee in bankruptcy were "beneficial owners" of the said Mokau Estate. On the 15th June, 1903, a letter written by Messrs. Jerome and Carpmael on behalf of the defendants Flower and Hopkinson to Messrs. Paines, Blyth, and Huxtable, who were acting as solicitors for the said James Parker, published the words, "Mr. Jones" [meaning thereby the plaintiff] "was divested of the property" [meaning thereby the Mokau Estate] "by a deed executed by the direction of the Supreme Court of New Zealand."

28. In consequence of the publication of the said advertisement of sale and the said letter the negotiations were cancelled. The defendants by the publication of the said advertisement of sale and the words set out in the preceding paragraph intended and did in fact prevent the sale or dealing with the said estate by the plaintiff to the said James Parker.

29. The defendant firm in publishing or causing to be published all the slanders alleged therein to have been published by them and (or) caused to be published the same partly in their own interests and partly as agents to the defendants Flower and Hopkinson, and the defendants Flower and Hopkinson gave their authority and consent to the publication of the said slanders.

30. The defendant firm were throughout the proceedings above set forth, up to the 25th July, 1899, acting as solicitors to the defendants Flower and Hopkinson, who are in the correspondence referred to described by the defendant firm as "our clients." The defendants Flower and Hopkinson were in constant communication verbally and in writing both with each other and with the defendant firm, and the defendants and each of them were aware of the successive steps taken. The entire correspondence is or was in the hands of the defendants.

31. In publishing the said slanders on and denials of the plaintiff's title in the said Mokau Estate as aforesaid the defendant Wickham Flower was acting fraudulently in breach of his trust aforesaid, and the defendant firm were acting fraudulently in breach of their duty as solicitors on behalf of the plaintiff and trustees for him, and the defendant Charles Cæsar Hopkinson was acting fraudulently in breach of his duty as mortgagee of the said property and trustee thereof for the benefit of the plaintiff.

32. By reason of the said slanders on and denials of the plaintiff's title as aforesaid the value of the plaintiff's title and interest in the Mokau Estate has been so diminished that the plaintiff will never be able to obtain on a sale thereof the true value or anything like the true value thereof, and the plaintiff has since the 8th April, 1893, been and still is deprived of his enjoyment in and right of possession of the said property and of the rents and profits derivable therefrom. The plaintiff has since been unable to find any purchaser for the said property owing to the said slanders.

The plaintiff claims—

Under paragraph 13 hereof, the sum of £150,000, together with interest at the rate of 5 per cent. per annum from midsummer, 1894, down to the date of the writ—to wit, £73,000:

Under paragraph 27 hereof, the sum of £200,000, together with interest at the rate of 5 per cent. per annum from March, 1903, to March, 1904—to wit, £10,000.

And the plaintiff claims—

(1.) Damages:

(2.) An injunction restraining the defendants and each and (or) all of them from repeating and republishing and causing to be repeated or republished the said or any slanders of the plaintiff's title in the Mokau Estate.

W. Clarke Hall.

Delivered as amended on the 16th day of May, 1904, by Lewin and Co., of 32 Southampton Street, Strand, solicitors for the plaintiff.

EXHIBIT N.

The West Australian Mining Company (Limited),
257 Winchester House, Old Broad Street, London E.C., 23rd September, 1895.

Dear Sir,— Re *Mokau Estate, N.Z., 50,000 Acres.*

Having inspected your plans and reports of this property, we desire to say that we are prepared to consider an offer to purchase your interests in the same provided the amount of purchase-money, as stipulated by yourself, does not exceed £200,000 in a capital of £500,000, say half in cash and half in shares or debentures, and if the latter at bearing not more than 4 per cent. interest; our company to have a free hand in placing the matter before the public, with your best assistance. Out of the £500,000 the sum of £100,000 will be devoted to working capital.

You will be good enough to let us know at your earliest convenience whether this suggestion meets your views, and we shall be prepared to consider the business as soon as your position will enable you to get a title to the satisfaction of our solicitors. In the event of a purchase being effected we see no objection to the payment of an instalment of £20,000 in cash as required by you as deposit on the purchase-moneys.

Yours, &c.,
H. J. E. Byrne, Secretary.

Joshua Jones, Esq., 10 Brownlow Street, Holborn, W.C.

19th March, 1896.

Copy Resolution, Jones Mokau Property.—The Chairman submitted a draft prospectus of Jones Mokau property, which was considered, and it was resolved that the company should act as promoters of a company to be formed, provided the managing director reports satisfactorily on the position of affairs in connection with same.

West Australian Mining Company, 257 Winchester House, E.C.

Note.—In May, 1896, Mr. Doyle, the managing director, returned me the plans and reports of the property. He gave as a reason that the Board had seen Wales's report, which condemned the property, and upon the face of this report they could not entertain the business. He said that neither the Board nor their solicitor believed the report to be a correct one, but as they were handling public money they had to be careful. He said the report was sent to them in strict confidence, and they were under a pledge not to let me see it, or even to let me know that it existed.

EXHIBIT O.

Mokau, Taranaki, New Zealand, 25th November, 1908.

Messrs. Doyle and Wright, 88 Bishopsgate Street Within, London E.C.

DEAR SIRS,—

In the Dominion of New Zealand Parliament.—The Mokau lands petition (Joshua Jones), reported upon by Select Committee of the Legislative Council and referred to the Government by the Council on the 9th October, 1908, with the recommendation "That the matter should be referred to a Royal Commission, and that pending such being held further dealings with the land be prohibited."

As an inquiry will probably be held into this matter as recommended by the Committee, would you do me the favour of answering the following questions for the information of the Commission or other official body that might require the information:—

(1.) Was or was not the Mokau property placed in your hands in 1906–7 by myself for the purpose of forming it into a company or otherwise disposing of it?

(2.) Did you while the property was in your hands see or hear of any report derogatory to the value thereof being circulated in the City of London? If so, what did you hear?

(3.) Did you in 1907, while you were dealing with the property, see a letter containing references to or extracts from a report or from sources relating to this property in the hands of a Mr. Seward (if I remember his name correctly), who had relations with your firm in this matter?

(4.) Was the substance of such letter, references, or extracts of such a nature as to preclude or damage any sale, or vitiate any sale if effected?

Kindly state any other statement of fact or fair comment that you consider may prove of service to the Royal Commission or other competent authority of inquiry.

Yours, &c.,
JOSHUA JONES.

Robert Doyle, 88 Bishopsgate Street Within, London E.C.
Chas. F. S. Wright, 88 Bishopsgate Street Within, London E.C.
Please initial this letter as "received" and return it with your reply.—J.J.

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88 Bishopsgate Street Within, London E.C., 14th January, 1909.

DEAR MR. JONES,—

Letter enclosed as requested. Anything we can do you can command us. I hope and trust everything will come right. Kind regards from both. Yours, &c.,
ROBERT DOYLE.

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88 Bishopsgate Street Within, London E.C., 14th January, 1909.

DEAR SIR,—

I am in receipt of your letter of 25th November, 1908, which I now return signed for identification.

In answer to question 1—Yes.

In answer to question 2—Yes. We experienced considerable difficulty in dealing with the property, owing to the fact that a report had been circulated that the coal was a lignite and crumbled on exposure to the air.

In answer to question 3—Yes.

In answer to question 4—Yes.

With reference to questions 3 and 4 and my answers thereto, when the business was well in hand a man named F. Seward showed me the substance of a letter which referred to a report which had been made by an engineer of a damning character. The chief nature of the criticism was that the coal was a lignite and had the unfavourable propensity of crumbling on exposure to the atmosphere. On another occasion we invited Professor Galloway to act as consulting engineer. He practically agreed to do so, but afterwards declined, as he said that from inquiries he had

made the coal was not good, being a lignite and affected by the atmosphere. I have since been informed that Professor Galloway has an office in Cardiff next to an engineer named Wales, who had reported on the property. I enclose a prospectus of the scheme we were carrying through, in spite of the difficulties we encountered. We were promised the money we required by one of the oldest firms of brokers in London—viz., Messrs. J. G. Bone and Son—and we had in our possession as part an underwriting letter for £60,000, debentures, Messrs. Bone and Son agreeing to find the share capital. We were forced to abandon this owing to the mortgagees putting up the property to auction in New Zealand. We saw Mr. Flower on several occasions, and pointed out that if such action were taken it would spoil our plans, but this was of no avail.

We are considerably out of pocket on the business, putting aside the great loss of time we spent on the business, and it was very disheartening for us to be met at every point with objections to the property, owing to the circulation of the damaging statements we have mentioned.

Yours, &c.,

Joshua Jones, Esq., Mokau, Taranaki, New Zealand. ROBERT DOYLE.

14th January, 1909.—I indorse and agree with all that is contained herein.—Charles F. S. Wright.

EXHIBIT P.

(Private and confidential.)

THE NEW ZEALAND COAL CORPORATION (LIMITED).

Incorporated under the Companies Acts, 1862 to 1900.

SHARE capital, £300,000, divided into 150,000 7-per-cent. cumulative preference shares and 150,000 ordinary shares of £1 each. The preference shares have priority over the ordinary shares both as regards capital and dividend. The directors have power to raise on debentures or debenture stock an amount not exceeding one-half the nominal share capital of the company. The vendor has agreed to take £40,000 in debentures, 45,000 preference, and 50,000 ordinary shares in part-payment of the purchase price.

Issue at par of 1,200 5-per-cent. first-mortgage debentures of £50 each, redeemable on the 1st January, 1934, and payable 10 per cent. on application and the balance on allotment. The debentures will be registered either as registered bonds or to bearer, and the interest will be paid half-yearly on the 1st and 1st in each year. The first payment of interest will be made on the . The debentures will be secured by a first mortgage over the whole of the company's property to the trustees for the debenture-holders, including a floating charge upon the undertaking of the company.

60,000 7-per-cent. cumulative preference shares of £1 each and 60,000 ordinary shares of £1 each, payable 2s. on application, 3s. on allotment, and the balance as required in calls not exceeding 5s. per share at intervals of not less than two months.

The directors will not proceed to allotment unless £80,000 of the share capital now offered is subscribed for.

Trustees for the debenture-holders: Lord Kilmorey, Sir Fortescue Flannery. Directors: Ernest Forwood, of Forwood Bros. and Co., shipowners, London and Liverpool; Colonel E. S. Luard, M.I.C.E. (late Bombay and Baroda Railway); John Walker, M.I.C.E., director Robert Stephenson and Co. (Limited), Newcastle-on-Tyne; Sir John Furley, C.B., D.L., 14 Evelyn Garden, South Kensington, S.W. Consulting engineer: Frederick William North, F.G.S., M.I.M.E., F.S.A., M.I.M.M., Mem. R.C. Bankers: The Bank of New Zealand (Limited), Queen Victoria Street, E.C. Brokers: . Solicitors: Maddison, Stirling, Humm, and Davies, 6 Old Jewry, E.C.; Stafford and Treadwell, Wellington, New Zealand. Auditors: Chalmers, Wade, and Co., London and Liverpool. Secretary and registered offices (*pro tem.*): Robert Doyle, 88 Bishopsgate Street Within, London E.C.

Prospectus.

This company has been formed to acquire the lease of about 50,000 acres of land on the west coast of the North Island, New Zealand, 100 miles south of Auckland, 35 miles north of New Plymouth, generally known as the Mokau Estates. The estates lie between the Mokau and Mohakatino Rivers (see map), are exceedingly valuable, and contain, *inter alia*, about 30,000 acres of coal land, practically an unlimited supply of hydraulic limestone and chalk marl for cement-making purposes, valuable forests of totara and black-birch, and large areas of ironsand containing 82 per cent. of oxide of iron.

The company's property is well placed for the rapid and easy distribution of its mineral wealth. The Mokau River, navigable for twenty miles, and for vessels of 8 ft. to 10 ft. up to one mile and a half, borders it on the north, and the Mohakatino River, navigable for vessels of 5 ft. draught for a distance of two miles, on the south, whilst the new branch railway from Stratford to the Main Trunk line will pass within three miles of the eastern boundary of the property. Some years ago the New Zealand Government at considerable cost surveyed the mouth of the Mokau River, and their Engineer reported that at a cost of £20,000 the river could be made navigable all the year round for vessels of 12 ft. draught. When the survey was made the Government promised to carry out the work of improving the river upon a company being formed to work the minerals. The company are taking steps to ascertain the present views of the Government on the matter. There is ample water within 200 yards seaward of these proposed improvements; in fact, better facilities for building a deep harbour than Cardiff had before the docks

were built. The tide rises three to four feet at the coal-beds, so that vessels can even now proceed up to the coalfield, load there, and return on the same tide.

Coal.—There can be little doubt that the coal-measures on the property will prove of very great value. The Government reports show that there are approximately 30,000 acres of coal land, estimated to contain 1,050,000,000 tons of coal of excellent quality, and suitable for steam and household purposes. Favourable reports from independent persons of high standing, including Sir James Hector, C.M.G., M.D., F.R.C.S., head of the Geological Department in New Zealand, and Mr. Park, F.R.G.S., Mining Engineer to the Government of New Zealand, accompany this prospectus. One great advantage is that the coal can be worked by adit levels and shot into vessels from the river-bank: no sinking, winding, or pumping required.

The seams visible on the river-banks are 4 ft. to 6 ft. thick, with sandstone roofs and fireclay floors, whilst there are seams visible in various gullies on the property many miles from the river. The coal was worked by the vendor for about twelve months about fourteen years ago, and the coal then raised has been well tested, both for steam and domestic purposes (see reports accompanying this prospectus). One of these reports describes the coal as a "good, hard, bright, colliery cannel coal, a good locomotive or domestic coal, burns well, of great heating-power, and to a clean white ash."

The coal on the opposite side of the river has been working for some fifteen years. In respect of this coal, which doubtless carries the same seams, the *Taranaki Budget* of the 19th August, 1905, says, *inter alia*, "The coal which has been shipped from the Mokau Mine during the last month is of very superior quality. A fault has now been driven through, resulting in a magnificent face of coal being laid bare of a quality far superior to any which has been exported from the mine. The seam, which is over 8 ft. in thickness, is equally hard from the roof to the floor; the coal is bright and clean and full of gas, burns very brightly, and gives off great heat. With this field in view the prospects of the mine are very encouraging." Mr. G. J. Snelus, Fellow of the Royal Society, Bessemer Medallist, &c., gives the analysis of the Mokau coal as follows: Water, 8·33 per cent.; hydrocarbons, 51·55 per cent.; fixed carbon, 33·11 per cent.; ash, 7·01 per cent.; sulphur, 1·63 per cent.; phosphorus, 0·19 per cent.

The consumption of coal in New Zealand for its shipping is over 1,500,000 tons per annum, and is increasing at the rate of about 70,000 tons annually. The average market price, retail, for many years in Auckland and Wellington, N.Z., is—Wellington 30s., Auckland 34s. and 36s., per ton—whereas the wholesale price has not been less than about 20s. per ton for many years. The company's coal can be delivered at these places at 12s. per ton, and if sold as low as 17s. per ton will give a net profit of 5s. per ton. The company have an offer from responsible persons to take 100,000 tons of coal per annum for five years at 17s. net per ton delivered Auckland.

Limestone.—Reports on the unlimited supply of hydraulic limestone and chalk marl on the estate (see insert) bordering the Mokau River show that cement can be manufactured at about 6s. and sold at 10s. per cask. The price of imported cement for many years has been 11s. to 12s. per cask (six casks to the ton), with 2s. per cask duty added. The cement manufactured by the company would be duty-free. There is an immense market for cement in New Zealand and the Australian Colonies. The demand for lime for agricultural and other purposes should be very extensive, as there is no other source of supply over a large area of land in the North Island.

Timber.—On 30,000 acres of the estate there are valuable forests of totara and black-birch, and on the other 20,000 acres there is ample timber for mining, building, and pine logs for export. The trees are of immense size, and will form an immediate and valuable asset for export, as the hardwoods have been proved to have wonderful lasting properties.

Ironsand.—There are large areas of ironsand upon a portion of the estate near to the seashore, from which Mr. Price Williams, M.I.C.E., and Mr. G. J. Snelus, F.R.S., &c., report that the best of steel can be made. Dr. Sir James Hector and Mr. Skey analysed the sand as follows: Oxide of iron, 82 per cent.; oxide of titanium, 8 per cent.; silica, 8 per cent.; water and loss, 2 per cent.

Petroleum.—It is stated that petroleum exists on the property. Petroleum has been found within thirty miles, and is said to exist all over the district. The *Auckland Weekly News* of the 10th May, 1906, states as follows:—"Taranaki Petroleum: The petroleum outlook is most gratifying. The latest reports show that the yield is on the increase. A steady stream is flowing from the pump and the pressure is maintained. The oil still comes freely from the overflow-pipe. It is estimated that since Saturday evening 1,000 gallons have flowed through the small aperture, equal to twenty-five barrels. To-day the oil was spouting a height of 10 ft. with the cap partly on. Mr. Fair (the manager) considers there is sufficient pressure to send a jet right over the derrick, 40 ft. high. The quality is maintained by a splendid sample. Inquiries are pouring in from all parts of the colony, and local interest is increasing. Shares are hardening in price."

The shares of the Petroleum Company in New Zealand sustained an enormous rise, the £5 shares being sold up to as high as £60. A report by Mr. William Cowern, of Hawera, New Zealand, accompanies this prospectus. It will be seen from this that Mr. Cowern, who is well acquainted with the property, is of opinion that oil exists there. There is every probability that oil is to be found, and it is the intention of the directors to bore at the earliest opportunity. It need hardly be pointed out that the presence of oil on the property will enormously enhance its value.

Surface Land and Lease.—Much of the surface land is well adapted for fruit and dairy farms, is watered by clear streams, and, although not to be classed as strictly agricultural, it is in every way suitable for sheep and stock farming, being clay soil with limestone outcrops. Fish abound in the Mokau and Mohakatino River, on the northern and southern boundaries of the estate. There is a great demand for land for settlers in the district. A township specially

selected, surveyed, and sold by the Government has lately sprung up within twelve miles of the company's property. The land is held on leases granted by the aboriginal Natives to the vendor, and dated respectively the 12th July, 1882 (a modification thereof dated 20th September, 1889), two of the 31st May, 1889, and the 1st June, 1889, three of the 1st July, 1889, and the 29th January, 1890, for a term of fifty-six years from the 1st July, 1889, except with regard to the lease dated 12th July, 1882, which is held for a term of fifty-six years from the 1st July, 1883. The above leases are granted subject to the payment to the Natives of a rental of £196 for the first half of the said term, and £392 for the second half of the said term of fifty-six years. The above leases have been ratified by special Act of the New Zealand Parliament. At the expiration of the said leases the whole of the buildings, &c., upon the property are to be valued, and the value paid to the lessee by the Natives.

Purchase Price.—The purchase price payable for the property is £200,000, payable as to £65,000 in cash, £40,000 in debentures, £45,000 preference, and £50,000 ordinary shares.

Owing to continued litigation, now settled, under a consent order of the Court this property has remained idle for fourteen years at least.

Capital Expenditure.—Although the projected Government works will greatly increase the facilities for dealing with the coal, it is intended to leave them out of calculation for the present, and to commence operations by acquiring a small fleet of four specially built steamers of 500 to 600 tons each to carry coal from the harbour to the centres of demand. The coal will be loaded in ton boxes at the mine, towed down the river in lighters, and placed on board sea-going vessels. The capital expenditure estimated to be necessary for an output of 200,000 tons of coal per annum and 100,000 barrels of cement is as under: Four specially designed steam colliers, each of 500 to 600 tons, £31,000; two steam tugs, £6,000; twenty lighters (delivered in New Zealand), £4,000; mining plant, development-work, with cost of erecting wharves, &c., £10,000; cost of plant for making cement, £12,000: total, £63,000. The present issue of shares provides for £100,000 working capital, so that on the above figure of £63,000 there will be £37,000 immediately available for further development. The estimate for the cement includes the erection of a first-class new plant and sawmill erected at Mokau, capable of turning out 2,000 barrels of cement a week. There is plenty of good timber on the ground for making cement-casks.

Estimated Profits.—It must be observed that there are no royalties payable in respect of the coal or lime. From the coal and cement alone, on a conservative basis, assuming that the output of coal is only 150,000 tons per annum and the output of cement to be 50,000 casks, the estimate of net profits to be realized is as follows: 150,000 tons of coal at 5s., £37,500; 50,000 barrels of cement at 6s., £15,000: total, £52,000. After providing for debenture interest—viz., £5,000 per annum—and the dividend on the present issue of preference shares—viz, £7,700 per annum—this will leave £39,300 available for sinking fund on the debentures and a dividend on the ordinary shares, without taking into consideration any profit to be derived from the development of the estate in other respects, such as the sale of timber, the sale of surface land to settlers, and the utilization of the steel-producing sand.

Debentures.—The debentures will constitute a floating charge on the whole of the company's property. A sinking fund will be created, so that in 1934 the whole of the debentures will be redeemed.

Contracts.—The above-mentioned contracts, the memorandum and articles of association, the form of debenture, and a copy of the draft of the trust deed to secure the debentures, can be inspected at the offices of the company's solicitors during the usual office-hours.

It is intended that application shall be made in due course to the Stock Exchange for an official quotation both for the debentures and shares of the company.

Application for debentures or shares should be made on the form accompanying this prospectus, and forwarded, together with a cheque for the amount payable, on application. If the full amount applied for is not allotted, the balance of the sum paid on application will be appropriated towards the sum due on allotment. Where no allotment is made the deposit will be returned in full. Failure to pay any future instalment on the shares when due will render previous payments liable to forfeiture.

Prospectuses and forms of application can be obtained at the offices of the company or from the bankers, brokers, auditors, or solicitors.

Dated this day of , 1906.

EXHIBIT U.

New Zealand Times, Monday, 4th November, 1907, page 5.

THE MOKAU ESTATE DISPUTE: STAY OF ACTION REFUSED.

[By Telegraph.—Press Association.—Copyright.]

London, 1st November.

IN the Mokau Estate case the Judge refused to stay the action Jones *versus* the Executors of the late Mr. Flower, declining to recognize the action as frivolous. He directed the case to proceed.

This cable appeared in the Wellington *Evening Post* of Saturday, 2nd November, 1907. *Vide Dominion*, 4th November, 1907, particularly.

2nd November, 1907.—Cable from London to colonial Press: "Justice Parker refuses to stay action Jones *v.* Flower as being 'frivolous.'"

EXHIBIT W.

Panama Street, Wellington, N.Z., 10th January, 1908.

DEAR SIR,— Re *Mokau Property.*

We have been for some years acting for Mr. Joshua Jones in connection with this estate. We understand that an option has been granted to you from Messrs. Travers, Russell, and Campbell, on behalf of the executors of the late Mr. Flower, by which they have given you the right to purchase the Mokau Estate. We desire to give you notice that Mr. Jones claims that this property is still his. He has commenced an action on a writ dated the 18th November, 1907, claiming the right to redeem and damages against Mr. Flower's executors, and we give you this notice in order that you may see what the position is as far as Mr. Jones is concerned, and so that you should not be able, should you complete, to plead notice of non-existence of Mr. Jones's interest. Mr. Jones is on his way to New Zealand in the "Ruapehu," and will arrive at the beginning of next month. If you care to see the statement of claim in the action we are prepared to show it to you.

Yours, &c.,

Herrman Lewis, Esq., Wellington. STAFFORD AND TREADWELL.

1907.—J.—No. 1410.

IN THE HIGH COURT OF JUSTICE, CHANCERY DIVISION (MR. JUSTICE PARKER).

Writ issued the 7th August, 1907.

Between JOSHUA JONES, plaintiff, and SARAH JANE LEFROY (wife of the Reverend ANTHONY WILLIAM HAMON LEFROY), ARCHIBALD BENCE BENCE-JONES, HENRY KEMP-WELCH, and Sir COLIN CAMPBELL SCOTT MONCRIEFF, defendants.

DEFENCE.

1. The defendants say that the plaintiff is not entitled to redeem the lands comprised in the mortgage of the 27th July, 1906.

2. Paragraph 2 of the statement of claim is denied.

3. The mortgage of the 27th July, 1906, is incorrectly stated in paragraph 3 of the statement of claim. The mortgage was and is expressed to be subject to "the existing tenancies thereon."

4. The defendants deny paragraph 7 of the statement of claim. The defendants for many years before and at the date of the mortgage of the 27th July, 1906, were with the plaintiff's consent in possession of the mortgaged premises.

5. On the 30th November, 1906, the plaintiff made default in payment of the principal sum of £17,500 and the interest thereon, and on the 10th December, 1906, the defendants served him with notice requiring payment of the said principal sum and the interest thereon, and informing him of their intention of selling the mortgaged property if the same were not paid within six calendar months after the date of the notice. On the 4th March, 1907, the defendants served the plaintiff with notice to pay the interest due under the said mortgage on the 30th November, 1906, and in such notice informed the plaintiff of their intention to sell the mortgaged property after the expiration of one calendar month from the date thereof.

6. On the 10th August, 1907, the defendants duly offered the mortgaged premises for sale by auction in New Zealand. The said sale was conducted by the Registrar of the Supreme Court of New Zealand. There were no bids at the said auction. The defendants accordingly as mortgagees bid the sum of £19,500 for the said mortgaged premises and became the purchasers thereof at that price, and the Registrar of the Supreme Court declared the defendants the purchasers.

7. On the 3rd September, 1907, the Registrar of the Supreme Court duly executed a transfer of the mortgaged premises to the defendants in accordance with the provisions of section 105 of the Land Transfer Act, 1885 (New Zealand), and the said transfer was duly registered under the said Act.

8. By the law of New Zealand, especially section 107 of the last-mentioned Act, the effect of the facts stated in paragraphs 5, 6, and 7 hereof is that the estate or interest of the plaintiff is now vested in the defendants freed and discharged from all liability on account of the said mortgage, and that the plaintiff has no right of redemption.

9. The defendants will also contend that any action to redeem should have been brought in the Courts of New Zealand and not in the High Court of Justice in England.

W. F. WEBSTER.

Delivered this 20th day of December, 1907, by Flower and Flower, of Mowbray House, Norfolk Street, Strand, in the County of London, solicitors for the defendants.

EXHIBIT Y.

Wellington, 24th October, 1908.

DEAR SIRS,— *Mokau Lands Petition.*

As some form of agreement is about to be brought forward with the view of a settlement herein, it may be as well to commit to paper the circumstances attending such proposed agreement should reference thereto be required at any future time. The Select Committee, as Mr. Treadwell is aware, were unanimous in their report, and the same was adopted on the 9th instant without dissent or discussion by the Legislative Council. Mr. Treadwell subsequently had personal interviews with the Hon. Dr. Findlay, M.L.C., Attorney-General, who represents the Government in the matter, and also in company with Mr. Dalziell, Dr. Findlay's business partner. I

note by the documents that the firm of Findlay and Dalziell are solicitors for Mr. Herrman Lewis in this business, and are also acting in connection with Messrs. Travers-Campbell, solicitors for the executors of the late Wickham Flower, in common interests.

It is stipulated amongst other things in the proposed agreement that the surface lands—excepting two small reserves for myself—shall be dealt with and sold in areas under the Maori land laws, the fee-simple of the minerals to be awarded to me, and that after paying necessary cost of purchase of freehold, surveys, &c., the balance shall be devoted (1) either *in toto* to Herrman Lewis or in payment to him of £5,000*, at the discretion of arbitrators to be nominated; (2) that £14,000, with interest, shall be paid to the executors of the said Wickham Flower. It must be noted that the moneys payable to Herrman Lewis, whether being the proceeds of the whole area, less the two mentioned reserves or the mentioned said £5,000*, are not in return for value received, services performed, or the expenditure of any moneys in connection with this property, but for the simple and only reason that the executors have gone through a form of sale of the property for no consideration to him—which sale he states to me is not enforceable—to answer some ends of their own; and it will be further noted with respect to the £14,000 that this has to be paid without my being allowed to enter contra accounts or claims. I have strongly impressed upon Mr. Treadwell my objections to such terms, but in reply he informs me that his information is that unless I accept them the Government will do nothing in the form of giving effect to the unanimously adopted report of the Legislative Council's Select Committee; therefore if I have to submit it will of necessity be under this compulsion. It must be remembered that, as set forth in my petition and fully proven before a Royal Commission in 1888, the Government and its officers were the primary cause of all my troubles. I further understand from Mr. Treadwell that the present Government does not intend to protect the property from further dealings, as recommended in the report.

Will you please reply as to whether the foregoing is a correct version, or am I under any misapprehension? It is quite true, as has been argued, that according to the decision of the Appeal Court of the 20th July last I have no rights, but I do not accept that view; neither, I believe, does the Parliament of this country. I hold that I have equitable rights that may be made valid.

Yours, &c.,

Messrs. Stafford and Treadwell. JOSHUA JONES.

Panama Street, Wellington, 29th October, 1908.

DEAR SIR,— Re *Mokau Land Petition*.

With reference to your letter of the 24th instant addressed to us, we cannot say that it quite correctly states what the position is. It would be better for us, therefore, to detail the facts in so far as they appear to be material, so that you can understand the present position.

As you say, the Select Committee reported, and the report was adopted by the Legislative Council, we believe, without discussion or dissent. The writer several times saw the Attorney-General with reference to the matter, and a perfectly plain intimation was given to him by Dr. Findlay that the Government would not either appoint a Commission to deal with or investigate the allegations in the petition. The Government, of course, cannot prevent dealing with the land, but we had an intimation from Dr. Findlay before the end of the session that no legislation would be introduced.

Mr. Dalziell is acting for Mr. Herrman Lewis, and an agreement has been arrived at provisionally between the writer and him which your statement does not tally with. The agreement, of course, has not yet been completely approved by you, though we have understood from you from time to time that you will acquiesce in its terms. In order that you may quite appreciate what the position is we enclose a copy of the draft (see note) which we have to-day sent to Messrs. Findlay, Dalziell, and Co. You will see that in some respects it does not accord with what you state in your letter.

We cannot, of course, say that it has been conveyed to us either by Dr. Findlay or Mr. Dalziell that these terms will be approved by the Crown, nor apparently is it necessary that they should. The matter is more one of private arrangement between you and the other parties in dispute than for the Crown, but the Attorney-General certainly told the writer that he had submitted a memorandum prepared some little time ago of suggested terms of settlement, which are little different from those embodied in the draft, to the Hon. Mr. Carroll, and that Mr. Carroll thought it was a fair arrangement in so far as the Natives were concerned. We have, of course, stated to you our opinion as to what the effect of not coming to some settlement is, but, of course, that is a matter of deduction from the circumstances, and not a matter of what has been put to us by Dr. Findlay or Mr. Dalziell.

There is one other matter in your letter which is not correctly stated—that is, that Messrs. Travers, Campbell, and Peacock, solicitors for the executors of the late Wickham Flower, are acting with Messrs. Findlay, Dalziell, and Co. in common interests. We cannot see that that is the position. The interests of Mr. Lewis and the executors of the late Mr. Flower, while they are in both cases antagonistic to yours, may conflict, and undoubtedly in some respects they do conflict. We trust this letter is sufficient for your present purposes. If you require any further information kindly let us hear from you.

Yours, &c.,

To Joshua Jones, Esq. STAFFORD AND TREADWELL.

NOTE.—The £5,000 in the draft agreement was increased to £11,000.

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*Altered to £11,000.

EXHIBIT II.

DEAR SIR,— Mokau, Taranaki, New Zealand, 25th November, 1908.

In the Dominion of New Zealand Parliament: The Mokau lands petition (Joshua Jones), reported upon by Select Committee of the Legislative Council and referred to the Government by the Council on the 9th October, 1908, with the recommendation "that the matter should be referred to a Royal Commission, and that pending such being held further dealings with the land should be prohibited."

As an inquiry will probably be held as recommended by the Committee, would you do me the favour of answering the following questions for the information of the Royal Commission or other official body that might require the information? As you had the management of the business you are in a position to state the facts:—

1. Did or did not Justice Parker, on or about the 31st October, 1907, in the action Jones *v.* Lefroy, reject the motion by Flower to dismiss the action upon the alleged grounds of its being frivolous?

2. Did or did not Justice Parker in the same action, in November, 1907, express the opinion that the jurisdiction was not in the English Court, and did or did I not, acting under counsel's advice in consequence of the expression of that opinion, leave for the Dominion with the intention of commencing an action?

3. Was or was not the dismissal of the action by Justice Warrington a consent dismissal consequent upon the expression of opinion by Justice Parker as to want of jurisdiction?

4. Was or was not Flower and Flower aware some time prior that I was leaving for New Zealand on the 28th December, 1907?

5. Were or were not the facts brought to your notice by documents and oral evidence that in 1896 Flower and Hopkinson put out the report of Wales condemning the Mokau property, and thereby prevented the sale thereof to the West Australian Mining Company?

6. Had you any knowledge direct or indirect of the same report being made use of to the prejudice of sale or dealing with the property between July, 1904, and December, 1907? If so, state what you do know.

Kindly add any other statement of fact or fair comment that might appear to you to be of service to the Royal Commission or other competent authority of inquiry.

Yours, &c.,
JOSHUA JONES.

J. W. Jenkins, Esq., Managing Clerk to Messrs. Lewin, solicitors,
Southampton Street, Strand, London W.C.

Please initial these pages as "Received," and return with your reply.—J.J.

Received the above letter on the 9th January, 1909, and my reply to the queries or questions are attached hereto.

J. W. H. JENKINS.

DEAR MR. JONES,— 32 Southampton Street, Strand, W.C., 15th January, 1909.

I have your letter of the 25th November, 1908, to which I reply as follows:—

1. Mr. Justice Parker, by an order dated 1st November, 1907, made upon a motion by the defendants in an action entitled Jones *v.* Lefroy and Others, 1907, J. No. 1410, directed that all proceedings be stayed other than and except the claim by you (the plaintiff) for an account and for redemption of the mortgage to the defendants, signed by you in accordance with the order of August, 1906. I enclose a copy of such order, which is countersigned by Mr. Buckley, a member of the English Chancery Bar, who acted for you at the time, as a guarantee of its correctness.

2. Mr. Justice Parker on the date above mentioned expressed an opinion that, although he allowed the action for redemption to proceed, he was of opinion that the proper place to have brought the action would have been in New Zealand, as he could not, as then advised, see how the English Court had any jurisdiction in the matter, and thought that this was a matter for the careful consideration of the parties. I was present in Court upon this occasion. Mr. Buckley confirms my statement.

Acting under the advice of counsel, on the 28th December, 1907, you sailed for New Zealand in order to commence proceedings in New Zealand. You instructed me to keep the English proceedings alive until your arrival in New Zealand, after which, your New Zealand action being commenced, the English proceedings were to be abandoned.

3. An application for the dismissal of the English proceedings was made on the 24th February, 1908, by the defendants (the executors of the late Mr. Wickham Flower), they having been informed prior to your sailing from England of your intended departure.

I attended the summons personally, and pointed out to Master Hulbert that upon the advice of counsel you had sailed for New Zealand on the 28th December, 1907, and intended to recommence the proceedings in New Zealand, in view of Mr. Justice Parker's expression of opinion as to the jurisdiction, and that you did not desire the proceedings to be stayed until you had had an opportunity of placing yourself in a proper legal position in New Zealand. The Master then suggested that he should (to save a second application) dismiss the proceedings as asked, but direct that the order was not to be drawn up for ten days, so that you might have ample time to cable instructions if you found any technical difficulty in commencing the proposed proceedings.

By the English practice Master Hulbert had no power to make any order except by assent of the parties, and if I had not so assented he would have been bound to refer the matter to his

immediate superior, Mr. Justice Parker, without adjudicating upon the matter in any way. As his proposal accorded in my opinion with your instructions I assented.

4. Messrs. Flower and Flower knew some time prior to your leaving England that you were sailing for New Zealand on the 28th December, 1907, and my then principal, Mr. F. M. Spencer Lewin, informed me that upon his giving this information to them in early December, 1907, they promised him they would do nothing that would prejudice you. Their selling the property to Mr. Herrman Lewis is considered here to be directly contrary to such promise.

5. In the course of investigating your case I found it to be the fact that a brother of Mr. Charles Cæsar Hopkinson had secretly handed a bad report on the property, by one Wales (and obtained at the instance of Flower), to a Mr. Williams, the solicitor of the West Australian Mining Company, just in time to stop the company finding the £5,000 required by order *nisi* in the year 1896. I was also, on or about the 24th July, 1904, informed of these facts by Mr. George Thomas Bean, formerly Chairman of the West Australian Mining Company. This fact has been mentioned to the Court several times, and has never been repudiated by Flower's executors.

6. I was informed by Messrs. Doyle and Wright in May, 1906, that a bad report had been produced by a Mr. Seward (which was the report by the said Wales) which caused a great delay in the negotiations then pending, and I am informed and believe that from time to time the recurrence of this bad report has frustrated and greatly hampered negotiations by you and on your behalf. Financiers in England are difficult to induce to engage in transactions where the assets are so distant, and this bad report had much greater influence owing to the difficulty of investigation. People decided that, although the transaction might be genuine enough, it would be better to engage in the many other matters in the market about which no scandal (false or true) existed. The mere fact that Wales's report put an intending purchaser on investigation was sufficient to cause many to dismiss the matter. It was useless to point out that Wales had reported both ways and was therefore dishonest. Your matter was thrown over in favour of others about which there was no such necessity of distant investigation, and with intending negotiators this one report outweighed the many favourable reports by weighty persons, as it seemed strange to them that a property reported as so valuable should be so slurred. I have no direct evidence that Flower's executors circulated this report after the compromise with you, but the fact that it had been circulated was always brought to the notice of parties investigating the matter since the compromise (by what means I do not know), and the general effect was to make them "freeze off." The constant and varied litigation which was reported from time to time in the Press also made people chary of dealing; and when, after this, they became aware of Wales's report its effect was much more serious.

With regard to your last request for any other statement with which I might assist the Commission, questions of length prevent my stating all that suggests itself to me, but I can emphatically say that I and many others were strongly of opinion that the many extraordinary devices, slanders, and bad treatment used towards you and your property never at any time gave you anything like a fair chance of beneficially disposing of the award accorded to you by New Zealand. That you had value to dispose of all were convinced. The majority seemed disposed to join in plundering you, and those who had means and were disposed to deal honestly by you were rendered timorous and withdrew, owing to the litigation and slanders circulated about you, the outstanding and most concrete of which was Wales's report. The result was that in this country your estate was a curse to you, as it brought you nothing but suffering and anguish, and you did right to return to your colony, where the jurisdiction and material for fair and equitable judgment of your matters exists so much better than here.

I am, &c.,

Joshua Jones, Esq. J. W. H. Jenkins.

EXHIBIT JJ.

High Court of Justice, Chancery Division.

London, 1st November, 1907.

Jones v. *Flower's Executors.*

Upon motion being made by Mr. Ashton on behalf of the defendants on 1st November, 1907, to stay the action upon the ground of it being frivolous and vexatious, the Court dismissed the motion, and made the following order:—

In the High Court of Justice, Chancery Division.—Mr. Justice Parker.—Between Joshua Jones, plaintiff, and Sarah Jane Lefroy, wife of the Rev. Anthony William Hamon Lefroy, Archibald Bence Bence-Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott Moncrieff, defendants.

Upon motion this day made unto this Court by counsel for the defendants that this action might be dismissed on the grounds—(*a*) that it is frivolous and vexatious and an abuse of the process of the Court; and (*b*) that all the matters in respect of which this action was brought were before the commencement of this action agreed to be referred to the Honourable Mr. Justice Bingham; and upon hearing counsel for the plaintiff; and upon reading the writ of summons issued in this action on the 7th August, 1907, an affidavit of Ralph Wickham Flower, filed the 17th of October, 1907, and the exhibits therein referred to, the exhibit R.W.F.1 being a certified copy of a memorandum of mortgage dated the 27th July, 1906, in the said writ mentioned, the following affidavits filed the 23rd of October, 1907, namely—(1) an affidavit of Stanley Edwards, and (2) an affidavit of James Edward Hogg, and (3) an affidavit of the plaintiff filed the 31st of October, 1907,—

This Court doth order that all further proceedings in this action be stayed except such as relate to the plaintiff's claim to an account and redemption as mentioned in paragraph 5 of the indorsement of the said writ.

And the plaintiff and the defendants by their counsel consenting thereto, this Court doth treat the summons for directions as now before the Court, and doth order that the plaintiff do, on or before the 15th November, 1907, deliver his statement of claim; and that the defendants do within seven days after such delivery deliver their defence; and the defendants are to be at liberty to apply as they may be advised after the delivery of the statement of claim.

The costs of the said motion are to be the defendant's costs in any event.

This is a true copy of the order as signed and entered.—J. W. H. JENKINS, EDMUND F. BUCKLEY.—Lincoln's Inn, 15th January, 1909.

[This decision of the Court was cabled by Press Association to New Zealand, and appears in the *Post*, 2nd November, and *Dominion*, 4th November, 1907.]

[Copy of the within order of 1st November, 1907, is to be found in the *Dominion*, 17th December, 1910; and in the Native Affairs Committee's report on Mokau-Mohakatino Block, 1911, p. 152.]

EXHIBIT LL.

Wellington, N.Z., 22nd June, 1910.

DEAR SIR,— Re *Mokau*.

Referring to the interview which I had with you on the 2nd instant, and referring to your suggestion that I should put in writing my views with reference to the settlement of this matter, I have to say that some time before seeing you I had an interview with the Solicitor-General, and he stated that he was of opinion—an opinion in which I must say I concur—that the present law did not authorize the appointment of a Commission to investigate the present position of this matter. I may say, however, that Mr. Jones entirely dissents from this view, and that I am only expressing my own opinion on the point.

It seems to me, however, that the better way to deal with the matter would be to adopt the course that I previously suggested to the Hon. Mr. Carroll and, I think, to yourself in connection with the matter. That course would be as follows:—

(1.) The Government to purchase the interests of the Natives. I understand that this can be done for about £15,000. That was the original amount suggested, and if a little more was required I do not see that that need stand in the way of a settlement.

(2.) That the Government should then take, under the provisions of the Native Land Act, the interests of the lessees compulsorily. This could be done under section 375, and the position then would be that the lessees and the mortgagees of the leases would then be in a position to claim whatever the values of the leases were in the Compensation Court.

(3.) That the Crown should make a grant to Mr. Jones of the minerals on and under the block, and give him an area of the surface, that area to be determined by the Crown.

It seems to me that in this way the whole of the difficulties in connection with the matter might be got rid of, and I do not doubt, if the Crown were to put the matter to Mr. Jones in something of the way that I suggest, that a reasonable-enough arrangement could be made with him. There is no doubt, apart from all questions of sympathy whatever, that Mr. Jones is entitled to consideration at the hands of the Crown, and I understand from you and also from Mr. Carroll that you would be willing to do anything in reason to bring the matter to a head.

You will remember that I showed you, without disclosing the figures, communications from England which, if this arrangement had been carried out some two months ago, would have put Mr. Jones in an independent position and practically assured a settlement of this troublesome matter.

May I ask you to bring the matter again before Cabinet as you suggested, and see whether something cannot be done to bring the business to a close.

I have, &c.,
C. H. TREADWELL.

The Right Hon. Sir J. G. Ward, K.C.M.G., Wellington.

EXHIBIT OO.

Zealandia Private Hotel, Clyde Quay, Wellington, 26th October, 1909.

SIR,— *Mokau Lands.*

Referring to interview you granted me yesterday with Mr. Jennings and Mr. Okey, M.P.s, when you stated that you would direct full inquiry to be made into the above matter that was submitted to your notice, I take leave to suggest for your consideration the suitability of the case being completely investigated by the Public Petitions Committee of the Legislative Council that commenced the inquiry in 1908, and only relinquished the same in consequence of the Parliament being on the verge of dissolution. I submit that this course should be acceptable to the Government and all parties concerned, that Committee being independent of all interests, and the large costs invariably attending such inquiries would be saved.

I have, &c.,
JOSHUA JONES.

The Right Hon. Sir Joseph Ward, K.C.M.G., P.C.

DEAR SIR,— Prime Minister's Office, Wellington, 15th November, 1909.

I am in receipt of your letter of the 26th October, in which you make the suggestion that your case might be completely investigated by the Public Petitions Committee of the Legislative Council. In reply I have to say that the representations you make relative to the matter are noted and will receive consideration.

Yours, &c.,
J. G. WARD.

Joshua Jones, Esq., Zealandia Private Hotel, Clyde Quay, Wellington.

EXHIBIT RR.

No. 995 of 1894.

SIR,— Wellington, New Zealand, 12th December, 1894.

It would be of advantage to the creditors in this estate that an inquiry should be made into the transactions of the bankrupt with his mortgagees in this country, Messrs. Plimmer and Johnston. The former has received nearly £8,000 and the latter £1,600 from the sale of Mr. Jones's property at Mokau, and I am inclined to think that a sum of between £3,000 and £4,000 may be recovered from them, the amount for which the mortgages were given being to that extent at least in excess of the amounts actually advanced to Mr. Jones.

I am myself his creditor to the extent of about £400, and I should be very glad if a suit for account were instituted against the mortgagees. I am fully conversant with Mr. Jones's affairs, and should be willing to give every assistance in obtaining a proper investigation into his transactions with them. I send this through my agents, Messrs. Flower, Nussey, and Fellowes, for whom I am now acting in relation to the property purchased from the mortgagees.

I am, &c.,
WM. THOS. LOCKE TRAVERS.

The Receiver in the Estate of the Bankrupt Joshua Jones.

EXHIBIT TT.

Wellington, 5th July, 1910.

MY DEAR SIR JOSEPH,— Re *the Mokau Land Case.*

Mr. Joshua Jones, who is now in Wellington, informs me that the latest phase of this case is that you were good enough to inform his solicitor, Mr. Treadwell, a short time ago that you would, on or about the 23rd June last, submit a scheme to the Cabinet in the form of purchasing the freehold of this land from the Natives and, under the new Native Land Act, dealing with all parties claiming interests through Mr. Jones in the property, and awarding certain concessions to Mr. Jones, subject to the approval of Parliament, vesting the minerals in him, with defined areas of freehold land for his own occupation, that would enable him to communicate with London in reply to certain offers received by him through cable, of which I understand you are aware, to work the minerals and build a harbour at the river-entrance in accordance with the Government survey plans.

Mr. Jones now states that neither he nor his solicitor has heard anything further about the matter, and he is, as you may know, in great anxiety respecting it. The people of Taranaki are also very desirous of seeing this block of land settled upon. The Taranaki members of the House, with myself, have been urged by our constituents to endeavour to get a settlement of the case. It is proposed that we should take some action in the House, but before I move in the premises I would feel obliged by your informing me at your earliest convenience whether the Cabinet has arrived at any decision and as to what is proposed to be given effect to, in order that this long-standing grievance might be irrevocably terminated.

I am, &c.,
H. OKEY.

To the Right Hon. the Prime Minister.

2nd September, 1910.

NOTE.—I understand that Mr. Okey's letter was not replied to, and Mr. Treadwell informed me three weeks ago that he had seen the Premier the previous day, who then stated that in consequence of my having moved in Parliament through Mr. Okey the Government would do nothing further to meet my requests. But, incidentally, the Premier mentioned that when the Government had dealt with the land there might be some small sum left in hand that might be handed to me.

J. JONES.

25th October, 1910.

SIR,—

I have seen Mr. Joshua Jones regarding the matter of a conference of the various people interested in the Mokau-Mohakatino lands, and he thinks that such a conference would be futile, and therefore declines to take any part in it. Mr. Jones suggests that the best way of settling the matter would be the adoption and the carrying-out by the Government of the proposals submitted in a letter, of which I enclose a copy, from Messrs. Stafford and Treadwell to the Right Hon. the Premier. My client says that the proposals in this letter had been previously approved by the Premier and the Hon. Mr. Carroll.

I have, &c.,
A. H. HINDMARSH.

The Attorney-General, Wellington.

EXHIBIT CCC.

DEAR SIR,— Wellington, 26th January, 1893.

I received your telegram announcing the remittance of money to the Bank of New Zealand here for the purpose of paying off Johnston's mortgage, and the bank duly advised me that the sum received by it was £1,600. I have arranged with Messrs. Brown, Skerrett, and Dean for immediate settlement of the matter, and am only waiting for the mortgagee's account in order to carry it into effect. I think it better that the transfer of the security should be taken in Mr. Hopkinson's name, and will so take it in the settlement.

Before the receipt of your telegram, but with much trouble, and owing chiefly to the good offices of Mr. Gillon, the sale had been postponed until the 8th February, but Mr. Plimmer (who is very angry at Johnston's being alone paid off) threatens to act under his mortgage after that date unless you settle with him also. I wired to you to that effect and strongly recommended you to make an effort to do this, and hope that as all your friends have assisted you so far they will extend their assistance so as to enable you also to get rid of Mr. Plimmer. You are at liberty to quote my opinion for what that of a stranger to your friends may be worth that the security they will get will be ample, and indeed that less than half the property would for grazing purposes alone yield revenue sufficient to meet the interest and provide for the repayment of the principal.

I sincerely hope that you will get through all your troubles, and I feel assured that those who help you to do so will never have any reason to repent it.

I remain, &c.,

WM. T. LOCKE TRAVERS.

Joshua Jones, Esq., care of Messrs. Flower and Nussey, 1 Great Winchester Street, London E.C.

DEAR SIR,— Wellington, 26th January, 1893.

Since writing to you earlier to-day I have thought it well to send you copy of the advertisement of sale substituted for that fixing the sale for yesterday. You will observe that the sale intended under this advertisement was one at which the mortgagee could under our law himself be a bidder for the property, and that the interest for sale was the equity of redemption only. Mr. Plimmer may choose to sell in the ordinary way, in which case, looking to the very wide nature of the powers of sale in his mortgage, he might not be required to give any very extended notice of the sale, and it is not uncommon to find a friend to buy without the mortgagor being able to set that fact up as a fraud in proceedings to redeem. It is in my opinion most essential that you should get rid of Mr. Plimmer to avoid further risks.

Yours, &c.,

WM. T. LOCKE TRAVERS.

Joshua Jones, Esq., care of Messrs. Flower and Nussey, 1 Great Winchester Street, London E.C.

EXHIBIT DDD.

1904.—J.—No. 523.

IN THE HIGH COURT OF JUSTICE, KING'S BENCH DIVISION.—THE HON. MR. JUSTICE BINGHAM.

Between JOSHUA JONES, plaintiff, and WICKHAM FLOWER, CHARLES CÆSAR HOPKINSON, and the said WICKHAM FLOWER, ANTONY FOXCROFT NUSSEY, and EVELYN NAPIER FELLOWES (now or lately practising as solicitors in copartnership), defendants.

UPON hearing Mr. Lawson Walton, K.C., of counsel for the plaintiff, and Mr. Duke, K.C., of counsel for the defendants Wickham Flower and Charles Cæsar Hopkinson, and Mr. Ashton, of counsel for the defendants Antony Foxcroft Nussey and Evelyn Napier Fellowes, and by consent, it is ordered that the action be dismissed with costs—£500 to be paid by the plaintiff's solicitors to a joint account of defendants' solicitors to-day in settlement of such costs. The plaintiff or his nominees to be entitled within two years to purchase all the interest of the defendants Flower and Hopkinson in the Mokau Estate for seventeen thousand pounds, and thereupon the said defendants will concur in all necessary proceedings of the plaintiff or his nominees to enable plaintiff or such nominees to give a good title to the estate and to determine any existing tenancies therein. If the plaintiff or his nominees shall not within two years purchase the interest of the defendants Flower and Hopkinson, the said defendants will at the expiration of such period accept in lieu of all their right, title, or interest to or in the Mokau Estate a mortgage of the estate for £17,000 and the amount of any expense incurred in the meantime in maintaining the property, such mortgage to be a first charge on the estate and to be registered by the plaintiff in New Zealand. The plaintiff's action in New Zealand to be stayed, each party paying their own costs.

These terms to be in settlement of all outstanding disputes or questions of every kind between the plaintiff and the defendants or any of them. Any question arising on or in connection with this settlement to be determined by the Hon. Mr. Justice Bingham. Liberty to apply.

Dated the 27th July, 1904. BY THE COURT.

EXHIBIT EEE.

DEAR SIR,— London, 2nd August, 1894.

After carefully considering your Mokau (New Zealand) business for some time, we shall be prepared, upon your giving us a good title, to entertain the purchase of your estate upon the terms set forth in your memorandum of the 1st May, 1894, in the main as follows:—

1. To register a company of not less than £100,000 to work the coal-mines, such registration to take place within one month of your being able to satisfy us the title being available.

2. To obtain written agreements from reliable people for procuring the necessary shipping facilities—namely, say four steamers of about 8 ft. to 9 ft. draught, to carry about 500 tons each, and the necessary river plant, say two small tugs and a quantity of punts and boxes, to convey coal.

3. To produce the necessary working capital of, say, not less than £10,000 (included in the above £100,000).

4. The lease to be for the term of the leases granted to yourself, less one year before the expiration of the terms in each case.

5. The royalty to be 1s. per ton on the coal, and 6d. per ton upon the small coal.

6. All flat rentals to merge into the royalties.

7. To undertake to pay as flat rental during this first year as a minimum the sum of £1,000, and an annual increase of £500 per annum up to the period of seven years or to the date of out-and-out purchase.

8. To pay you the sum of £500 per annum as managing director of the coal operations, with an increase not exceeding £1,000 upon the cement operations.

9. Royalty upon the limestone to be 6d. per ton; chalk mash, 6d. per ton; potter's clay, 4d. per yard; iron-ore, 6d. per ton; plumbago, 5 per cent. on net profits; shale, 1s. per ton; mineral oils, 1s. per hogshead.

10. The vendor company to have the right to purchase your interest in the estate (save the reserves to be specified) at any time within seven years for £180,000. In the event of no purchase the royalties to continue at the prices stated on a flat rental equivalent to £5,000 per annum.

11. In the event of purchase of these in fee-simple or extension of lease being obtained by fees your royalties to remain as herein named.

12. You will grant all necessary rights-of-way over the lands reserved by yourself free of charge.

13. You will at once proceed to endeavour to acquire the coal and mineral lands on the opposite side of the Mokau River for the company. The lease or purchase-money will be provided by the company, but to be a charge against yourself till liquidated. The same royalties and rentals will be paid to you in respect to this property. In the event of the company purchasing you out completely the purchase-money of these lands opposite to be paid by the company.

14. The syndicate or company will send out a competent mining engineer with you to inspect the property, also a marine engineer for the shipping.

15. We will pay you in advance the sum of £500 per annum upon the rents or royalties.

16. In the event of the estate being purchased out and out, as before provided, it is agreed that any improvements made by Mr. Jones on the lands by way of buildings, &c., the cost to be reimbursed to you, together with interest on capital so expended at the rate of 5 per cent. per annum.

17. A proper draft agreement to be drawn embodying the outlines herein set forth, and a plan of the lands to be annexed. A copy of the plan has already been exhibited by Mr. Jones.

Yours, &c.,
OSCAR HEINDORF,
For the Finance Corporation.

J. Jones, Esq., 12 Doughty Street, W.C.

The Langland Bay Hotel, Langland, near Swansea, 10th August, 1894.

DEAR SIR,— Re *Joshua Jones*.

There seems to be some misunderstanding on the part of Mr. Jones's advisers as to the position you took up regarding this matter. At the interview I had the pleasure of having with you last week I told Mr. Jones that you denied that he has any interest whatever in the Mokau property, but that without prejudice you were willing to reconvey on payment of £30,000, and that it was useless to offer you anything less than that sum, as you had definitely stated you would not accept it. Kindly let me hear whether I am correct in my recollection of the position, and whether you will accept a sum equal to the amount you have actually paid, plus your costs, if I tender it. I have said that I am certain you will waive a tender of the latter sum if Mr. Jones can establish a right to a transfer, as I am prepared to pay a sum not exceeding £12,000 for the property at any moment.

Yours, &c.,
E. G. JELLICOE.

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1 Great Winchester Street, London E.C., 13th August, 1894.

DEAR SIR,— Re *J. Jones*.

In reply to your letter of the 10th instant, we beg to say that there can be no real misunderstanding on the part of Mr. Jones's advisers as to the position we have taken up if they have read the correspondence, in which the position is clearly explained.

Since the sale by auction in New Zealand in April, 1893, Mr. Jones has had no interest whatever in the Mokau property, which was conveyed by his mortgagees acting under the direction of the Court to our clients, and so became their absolute property; and all that has happened since then has been that our clients have, at Mr. Jones's request on various occasions, offered to resell the entire property to him on certain conditions which he has never been able to carry out, and these negotiations came entirely to an end in November last, when our clients entered into an agreement for the disposal of their entire interest in a great bulk of the property to a syndicate formed by Messrs. Scrimgeour.

As matters now stand our clients will certainly not accept any such sum as £12,000, which would not nearly cover our clients' outlay and expenses for their interest in the property and the expenses they have incurred. If Mr. Jones or his friends are prepared to offer £30,000 cash down, or half that amount with ample security for the balance, it is not impossible that we might be able to arrange a sale of the property on these terms, but the matter cannot long remain open, as already arrangements are under consideration for surveying and lotting out the entire property for sale in New Zealand under the direction of Mr. Travers, of Wellington, and certain parties who are acting there with him, and the completion of this arrangement is not likely to be much longer delayed. Under this arrangement, if carried out, the whole of the surface lands will be disposed of, leaving the question as to the minerals to be dealt with later on.

We are, &c.,
FLOWER, NUSSEY, AND FELLOWES.

E. G. Jellicoe, Esq., Langland Bay Hotel, near Swansea.

MY DEAR FATHER,— Mokau, 28th October, 1894.

I have received yours of the 8th September. I also received last week a letter from Mr. Travers, covering one from Flower, Nussey, and Fellowes, in which they state, "We wired you on the 27th August to 'proceed survey and sale forthwith; obtain Walter Jones's assistance.'" Letter also containing reiterated assurance that provision should be made for Mrs. Jones and family after all advances and exes. had been paid. I also got a letter from Mr. Travers asking me to give all the assistance I could in carrying out the survey, &c. But, although I asked you to, you have not given me any instructions as to how I am to proceed in such a case. I had to take Mr. Standish's advice. The result of that advice you will gather from my letter to Travers, a copy of which I enclose. I have this day received a letter from Travers saying that in view of my letter setting forth that a writ had been issued, of which he knew nothing, he would not press me to give active assistance, but that he would strongly impress upon me not to interfere in any way with the survey. Now, although I do not see how this survey can hurt you, I have replied that if he sends a surveyor here I shall be obliged to formally protest against such surveyor's actions. I have endeavoured to maintain friendly relations throughout with Mr. Travers. If you think fit perhaps it would be as well to show this to Flower and Co., in case you may have to make any arrangements with them, so that they may fully understand my actions.

I do not think I have anything more to say. Your affectionate son,

Joshua Jones, Esq., London E.C. WALTER M. JONES

EXHIBIT FFF.

From the *Auckland Weekly News*, 4th March, 1909.

NATIVE LANDS: WORK OF THE COMMISSION.

THE Commission, consisting of Sir Robert Stout and the Chief Judge of the Native Land Court (Mr. Jackson Palmer), which was appointed to report as to how unoccupied Native lands can best be utilized and settled, and what areas should be set apart for various purposes, as well as to draft suggested legislation and consolidate existing Native land laws, is making good progress with its task. At present the Commission is making investigations in regard to the leases of the Mokau-Mohakatino Block, of 57,000 acres, in Taranaki, made to Mr. Joshua Jones by a special Act of 1888. The Commission is confident of completing its labours before Parliament meets.

Mokau, Taranaki, 12th May, 1909.

Mokau Lands Petition.—Legislative Council Select Committee Report, No. 50, 1908.

SIR,—

On the 11th November last I wrote to you upon this matter with the request that you would be pleased to inform me as to whether you would take steps to remedy matters and grant relief, my intention being that you would see fit to appoint the Royal Commission or other competent tribunal to inquire into the merits of the petition above quoted, as recommended by the report of the Select Committee, but I received no reply to the communication, neither have I received any notice that such inquiry would be held.

The petition was presented to Parliament pursuant to the intimation by yourself in the Lower Chamber on the 26th August last, and that of the Hon. Attorney-General in the Council on the 21st of the same month, that procedure by petition was the proper course to adopt. Upon these intimations from the two chief Ministers of the State I placed reliance that any recommendations made upon my petition would be given effect to, or at least receive some consideration from the Government. I saw no reason to expect otherwise. I was, however, disappointed. The

Attorney-General, Dr. Findlay, immediately the Committee brought up its report, which I believe was unanimous and adopted unanimously by the Council, informed my solicitor, Mr. Treadwell, that the Government did not intend to give effect to the recommendation. I might say that I was so much astounded at this decision as to be driven to the conclusion that the Hon. Attorney-General would not have hesitated to give full effect to the recommendation had the same been adverse to my interests. I had earnestly hoped that the Government would have been only too ready to direct inquiry into what is, and what I believe the Select Committee upon the evidence before it concluded to be, a grave injustice. I could see no possible reason why inquiry should not be granted, and felt that upon public grounds, irrespective of my own interests, it was absolutely necessary for the whole facts connected with the dealings with this property to be laid before Parliament. I still maintain that opinion. I should say that it was the shortness of time—Parliament being about to dissolve—that precluded the Committee from holding full inquiry. I informed you in my letter of the 11th November that the Attorney-General and his business firm of Findlay and Dalziell, who were solicitors for a Mr. Herrman Lewis, the alleged purchaser of the property, and also acting in the interests of Flower's executors, had put forward certain terms of a proposed compromise as betwixt Herrman Lewis and Flower's executors on the one part and myself on the other part for me to consider, the effect of the said terms being that I should acknowledge certain dealings betwixt those parties in regard to the property as having some validity, but no conclusion was determined and the proposals fell through. I was thereupon informed by Messrs. Findlay and Dalziell that in consequence of this failure the Government would send the case on to the Stout Commission to be dealt with. I should state that this programme had been held before me as an alternative during the negotiations that failed, and I believe it was carried out. I noticed in the *Auckland Weekly News* of 4th March last, page 21, that the Stout Commission was then engaged upon this business.

I submit to the head of the Government that Sir Robert Stout could not fairly be considered a "competent tribunal," or any part of one, as recommended, and I believe intended, by the Committee to inquire into the merits of the petition, or a proper person to have anything more to do in any capacity as far as I am concerned with this land, he having been President of the Court of Appeal that prevented me entering the action—which the English Court held to be maintainable—for redemption of this property, and also refused me leave to appeal to the Privy Council against this his own (in part) decision, thereby compelling me to adopt the most unusual though proper course of memorializing the Supreme Court of Parliament. He would, in fact, be sitting again in furtherance of his own decision that he—with the Attorney-General, who knew the facts—was well aware I had objected to, assuming that he acted as Native Commissioner, irrespective of my petition and interests, which, however, would not be in accordance with what Messrs. Findlay and Dalziell informed me. These are facts connected with the history of this land not applicable to any other Native lands in the Dominion that were not before the Native Commission, and I am the only person now alive aware of them. Sir G. Grey, the Hon. Mr. Sheehan, Rewi, Te Wetere, and Epiha are all dead. But in whatever capacity Sir Robert Stout dealt with the matter, if he really did deal with it, he did not provide himself with the evidence required by the petition for the guidance of Parliament. I was not examined, nor any witnesses or papers.

I again allege that the dealings of the executors with the property are in fraud of me; that the professed sale of the property by them to Herrman Lewis was a dummy sale; that the professed sale by Lewis to the Hawke's Bay land ring and others was also a dummy sale, neither of these having been carried out, or even made enforceable, unless under conditions that did not exist and may never eventuate. These dummy sales, it may be stated, were performed at a period when I was in negotiation with the Dominion Government for the sale of my interests in the estate.

Parliament will shortly be assembling, and I again appeal to the responsible head of the Government to give me the benefit of the report of the Select Committee by appointing a Royal Commission or other competent tribunal to inquire into the merits of the petition.

I have, &c.,
JOSHUA JONES.

Right Hon. Sir Joseph Ward, K.C.M.G., P.C., Premier of New Zealand.

DEAR SIR,— Prime Minister's Office, Wellington, 26th May, 1909.

I am in receipt of your letter of the 12th May relative to your petition sent to Parliament on the subject of the Mokau lands.

In reply I may say that I have noted the representations you make, and am giving the matter my consideration.

Yours, &c.,
J. G. WARD.

Joshua Jones, Esq., Mokau, Taranaki.

EXHIBIT GGG.

SIR,— Mokau, Taranaki, 28th June, 1910.

You will kindly note by the attached copy of note to Stafford and Treadwell, written shortly after my return to this country, that there is no foundation for the statement of Mr. Jennings that it was my enormous demands that put the Government off from purchasing my interests in the Mokau property; and, further, that the Government could have secured the property for the State long before the dummy sale to Herrman Lewis in June, 1908.

Yours, &c.,
JOSHUA JONES.

H. Okey, Esq., M.P.

Panama Street, Wellington, New Zealand, 31st March, 1908.

You are hereby authorized to negotiate for the sale to the Government of the Mokau Estate on the basis of a valuation.

Messrs. Stafford and Treadwell, Wellington. JOSHUA JONES.

From Wellington *Evening Post*, 26th March, 1908.

REPRESENTATIONS are being made to the Government by Mr. Jennings, M.P., in favour of the State purchasing the "Mokau Jones" estate, which has been so frequently in public prominence for many years past. The estate contains about 74,000 acres, said to be rich in coal and timber, and a great deal of it is good stock-carrying country, and its present idle condition renders it a bar to the progress of North Taranaki and South Auckland.

From Waitara *Mail*, 27th March, 1908.

MOKAU ESTATE.

Wellington, 26th March.

REPRESENTATIONS are being made to the Government by Mr. Jennings, M.P., in favour of the State purchasing the "Mokau Jones" estate, which has been so frequently in public prominence for many years past. The estate contains about 74,000 acres, said to be rich in coal and timber, and a great deal of it is good stock-carrying country, and its present idle condition renders it a bar to the progress of North Taranaki and South Auckland.

(Special to *Mail*).

Wellington, 27th March.

The "Mokau" Jones property being acquired by the Government for settlement purposes was considered by the Hon. T. Kennedy Macdonald, Mr. Jennings, M.P., and Mr. Jones yesterday in Wellington. Owing to the absence of the Hon. Mr. McNab from Wellington the matter was postponed.

EXHIBIT KKK.

MEMORANDUM to the Native owners of Mokau-Mohakatino No. 1E Block, who may sign a lease of the said block to the undersigned, Joshua Jones: Be it understood and agreed on the part of the said Joshua Jones—(1) That the owners who may sign and execute a lease to him, the said Joshua Jones, shall not be called upon to pay any portion of the cost of survey of the said block to the Crown or to any one else; and (2) that any cattle now running upon the said block shall not be interfered with by the lessee nor any one acting under the lease, and the same may be removed by the Native owners at any time, and that at any future time due notice to remove the cattle will be given when the land becomes occupied and no charges made for pasture until that time.

Mokau, 28th June, 1889. JOSHUA JONES.

EXHIBIT MMM.

Re MOKAU ESTATE: OPINION.

I HAVE considered the case submitted to me, and I am of opinion that Mr. Jones's real and only actionable complaint is that after the execution of the mortgage of 1906, and while the mortgage owing to an extension of time was current, and before default, the mortgagees (1) so slandered to Mr. Doyle and others both the title and particulars of the mortgagee's interests as to prevent a sale of those interests, or the mortgagor obtaining the means to discharge the mortgage debt, and that they did this as part of an unconscionable scheme to acquire the legal interest in the mortgaged property at a gross undervalue; and (2) that with the like motive they wrongfully confirmed certain trespassers in occupation of the lands, and themselves wrongfully entered into possession and receipt of the rents. That by these means the mortgagees in 1907 succeeded in acquiring in their own names an indefeasible title to the property under the New Zealand Land Transfer Act as the price of a sovereign over and above the principal and interest moneys then alleged to be owing under the mortgage security, and that in view of subsequent dealings with the property they, through the instrumentality of a dummy purchaser, placed the registered title in the name of Mr. Herrman Lewis, who was a creature of their own. Undoubtedly such an immoral and unconscionable transaction, if proved, will never be permitted to stand, and the Court of Chancery would certainly assume jurisdiction over mortgagees domiciled in England and give relief to Mr. Jones, notwithstanding that the action would necessarily involve questions relating to the possession of immovable property out of the jurisdiction. (See Mr. Justice Parker's judgment in Deschamps *v.* Miller—1908, 1 Ch. at p. 863). If, however, the mortgagor succeeded in obtaining in England a declaration in his favour it is quite clear that a second action would require to be brought in New Zealand upon the judgment before the declaration would bind lands in the Dominion. The Court might also find a difficulty in awarding compensation in respect of the acts of trespass committed in New Zealand, but this is a small matter and might possibly be dealt with under the usual inquiry regarding rents and profits properly chargeable against

the mortgagees in respect of the occupation of the mortgaged premises by any persons whose occupation they wrongfully confirmed.

I am also of opinion, notwithstanding the doubts expressed by the Chief Justice, Sir Robert Stout, to the contrary in Jones *v.* Flower (24 N.Z.L.R. 451), that the New Zealand Supreme Court possesses ample jurisdiction to determine all the foregoing questions, and full power to give Mr. Jones any relief to which he may be entitled. The mortgage of 1906, although executed in England and consequently an English contract, created both a security over land in New Zealand and an obligation enforceable in the colony; next the legal title itself passed to the mortgagees under transactions carried out and completed in New Zealand, and the mortgaged premises are still vested in the persons to whom the estate so passed, or, in their *alter ego* or creature, Herrman Lewis, who is resident in the Dominion.

In view of the delay and difficulty in bringing proceedings in England I advise Mr. Jones, in the first instance, to test the jurisdiction of the New Zealand Courts by preparing and filing a proper statement of claim and applying for leave to serve the writ upon either the mortgagees' attorney in the colony or upon the mortgagees out of the jurisdiction under Rule 48 of the Code. I may add that I am convinced that the Attorney-General, Sir John Lawson Walton, never could have advised that the compromise of the 27th June [July], 1904, would *ipso facto* become a nullity by reason of the mortgagees at any time unduly asserting their claims or influence with the object of depriving Mr. Jones of the power of redeeming the property. He must have been referring to some possible prospective refusal on Flower's part to perform the terms of the consent order.

E. G. JELLICOE,
Gray's Inn and Counsel of the Bar of New Zealand.

EXHIBIT NNN.

In the Supreme Court of New Zealand, Wellington District.

Between JOSHUA JONES, of Mokau, in the Colony of New Zealand, farmer, plaintiff, and SARAH JANE LEFROY, of 123 Blenheim Crescent, Notting Hill, in the County of London, wife of the Rev. William Hammond Lefroy, clerk in holy orders; ARCHIBALD BENCE BENCE-JONES, of 56 Upper Buckley Street, in the County of London, barrister-at-law; HENRY KEMP-WELCH, of Cheyne Walk, Chelsea, in the County of London, Esquire; and Sir COLIN CAMPBELL SCOTT MONCRIEFF, of Cheyne Walk aforesaid, retired colonel, executors of the will of Wickham Flower (deceased); and Herrman Lewis, of the City of Wellington, ex-publican, defendants.

STATEMENT OF CLAIM.

1. Wickham Flower, late of the City of London, solicitor (deceased), was in the years 1893 and 1894 retained and employed by the plaintiff in the capacity of a solicitor to develop the property hereinafter mentioned, and under and by virtue of such retainer and as and being the plaintiff's solicitor the said Wickham Flower acquired in his own name an estate in New Zealand (hereinafter called "the Mokau Estate"), comprising upwards of 56,000 acres, for a term of fifty-six years from the year 1883 at a rental of £104 for the first twenty-eight years and of £393 for the residue of such term, and became entitled to an equitable lien thereon for a sum of £9,452 and interest. In all the foregoing matters, and in particular in the said purchase and in all negotiations for a resale of the property, the said Wickham Flower acted as the solicitor and trustee of the plaintiff and not otherwise, and thereafter was always liable to be decreed to transfer the said properties to the plaintiff, subject to repayment of what upon the taking of an account should be found due or payable to him in respect of the aforesaid lien. The said lands were and are of great value, and subjacent thereto are the richest and most extensive coal-beds in New Zealand.

2. In 1906, in order to settle the respective claims of the plaintiff and the executors of the said Wickham Flower, the said Wickham Flower being then dead, the said defendants other than the defendant Herrman Lewis transferred, under the provisions of the Land Transfer Acts, 1885 and 1902, the said lands to the plaintiff.

3. By a memorandum of mortgage bearing date the 27th July, 1906, and registered in the Land Transfer Registry at New Plymouth as No. 18964A, and then made between the plaintiff and all the defendants other than the defendant Herrman Lewis, in consideration of £17,500 then alleged to be due to the same defendants as executors of the will of the said Wickham Flower (deceased), the plaintiff covenanted with the said defendants as such executors that the plaintiff would pay to them at the office of Flower and Flower, Mowbray House, Norfolk Street, Strand, in the County of London, £17,500 on the 30th November, 1906, with interest at 5 per cent. from the 27th July, 1906; and the said mortgage contained a condition that it should not be lawful for the mortgagees to execute any powers of sale and incidental powers as were then in that behalf vested in mortgagees by the Land Transfer Acts, 1885 and 1902, and any amending Acts until default in payment of said principal moneys, and the mortgagees shall have, in lieu of the notice required by the Land Transfer Acts, given a notice in writing to pay off the moneys owing, or left such notice on the premises mortgaged or at the plaintiff's usual or last known place of abode, and default should have been made for six months thereafter; and for the better securing to the said defendants as such executors the repayment in manner aforesaid of the said principal and interest moneys the plaintiff thereby mortgaged to the said defendants as such executors all his estate and interest in the Mokau Estate.

4. By memorandum of further charge bearing date on or about the 1st November, 1906, in consideration of the plaintiff thereby further charging the lands with the payment to the defendants, as such executors as aforesaid, of an additional sum of £500, the said defendants agreed to extend and extended the period fixed by the said memorandum of mortgage of the 27th July, 1906, for repayment of the principal and interest moneys thereby secured until the 30th day of May, 1907.

5. In and during the years 1906 and 1907 the plaintiff was to the knowledge of the defendants other than the defendant Herrman Lewis in treaty with Messrs. Doyle and Wright, of Bishopsgate Street, in the City of London, acting on behalf of a proposed syndicate for a sale of the said Mokau Estate for £ , and the defendants other than the defendant Herrman Lewis and (or) their attorney or solicitor and (or) agents, with intent to prevent the plaintiff from selling the said lands or any part thereof and thereby obtaining the means of redeeming the same, and intending to take advantage of the plaintiff's want of means and to acquire the said Mokau Estate to themselves at a gross undervalue by the exercise of the statutory powers conferred upon mortgagees by the provisions of the said Land Transfer Acts, and on divers days and times between the 27th July, 1906, and the 30th May, 1907, falsely and maliciously published both verbally and in writing to Messrs. Doyle and Wright, one F. Seward, and to divers other persons in the City of London whose names and addresses the plaintiff cannot give until discovery has been obtained from the said defendants, the words following: "The Mokau Estate is the property of the executors of the late Wickham Flower. Jones" [meaning the plaintiff] "possesses no beneficial interest in it. The coal it contains is only lignite and worthless; it crumbles away on exposure to the atmosphere. Flower" [meaning Wickham Flower] "obtained a scientific report to that effect." The defendants other than the defendant Herrman Lewis intended to prevent and did in fact prevent the sale of the said property to any person whatsoever, and in particular intended to prevent and did in fact prevent the said sale to the persons and at the time in this paragraph set out; and the same defendants, without giving to the plaintiff any of the notices required by the said Land Transfer Acts in that behalf, and before any default on the plaintiff's part subsequently to the 30th May, 1907, in payment of the said principal and interest moneys secured by the said memorandum of mortgage, the defendants other than the defendant Herrman Lewis, on the 10th August, 1907, contrary to the said memorandum of mortgage, and the true intent and meaning of the said security and the said deed of further charge respectively, wrongfully and unjustly, and also contrary to the covenants and conditions implied by law on the part of mortgagees in that behalf, caused the mortgaged premises to be put up for sale by public auction by the Registrar of the Supreme Court of Taranaki at New Plymouth, and to be knocked down to the said defendants at the price of £19,500, being the sum then claimed by the said defendants to be due to them under the said securities for principal, interest, and costs, and on the 3rd September, 1907, caused or procured the said Registrar, under the provisions of the said Acts, to execute to the said defendants as such executors as aforesaid a transfer of the said lands freed and discharged from all liability on account of the said mortgage. By wrongfully advertising the said Mokau Estate for sale by public auction as aforesaid the said defendants slandered the plaintiff's title thereto and occasioned the plaintiff great injury.

6. At the time of the sale and transfer in the last preceding paragraph mentioned there was pending in the High Court of Justice, Chancery Division (Mr. Justice Parker), an action brought by the plaintiff against the defendants other than the defendant Herrman Lewis claiming amongst other things redemption of the said mortgaged premises, with an account on the basis of wilful default and an inquiry as to the damage sustained by the plaintiff by reason of the said defendants' wrongful act in confirming certain trespassers in possession of divers parts of the said premises. Upon the hearing of an interlocutory application made in the said action on the 1st day of November, 1907, Mr. Justice Parker expressed a doubt whether the action ought not to have been brought by the plaintiff in this honourable Court, and in consequence of that expression of opinion the plaintiff allowed the said action to be dismissed for want of prosecution, and in December, 1907, proceeded to the Dominion of New Zealand to protect his interests. The dismissal of the said action in the circumstances aforesaid did not operate as a judgment of the said Court.

7. In April, 1907, the plaintiff lodged a caveat under the provisions of the said Acts forbidding the registration of any dealings with regard to the said land without notice to the plaintiff. The attorney and solicitor in the Dominion of New Zealand of the defendants as such executors as aforesaid was and is one James Palmer Campbell, of Wellington, solicitor. The said James Palmer Campbell then was and still is the solicitor of the defendant Herrman Lewis in various transactions, and also solicitor to one Thomas George Macarthy.

8. On the 10th June, 1908, the defendants other than the defendant Herrman Lewis, by a memorandum of transfer executed by the said James Palmer Campbell as attorney for and on behalf of the said defendants, in consideration of an alleged payment by the said Herrman Lewis of £14,000, transferred to the defendant Herrman Lewis all their interest of the said defendants as executors of Wickham Flower (deceased) in the said Mokau Estate. The transfer to the defendant Herrman Lewis was a bogus one executed in fraud of the plaintiff's rights and beneficial or equitable interests, whereof the defendant Herrman Lewis then had actual notice. No consideration passed for the said alleged transfer, and the defendant Herrman Lewis was the creature of the other defendants and their attorney or agent and acted by their procurement, and the same was a breach of the said defendants' duty as mortgagees of the said property and trustees thereof for the plaintiff.

9. On the 13th December, 1909, the defendant Herrman Lewis, by a memorandum of mortgage dated that day, in consideration of £25,271, mortgaged to one Thomas George Macarthy all his interest in the said lands by way of securing to the said Thomas George Macarthy repayment

of the said sum of £25,271, with interest as therein mentioned. The said mortgage was bogus; no consideration passed in respect of the same, and the said Thomas George Macarthy acted in the said transaction with actual notice and knowledge of all the plaintiff's rights and beneficial and (or) equitable interests in the said property by the procurement of the defendants or one of them and (or) their attorney and (or) agents.

10. In the years 1909 and 1910 the defendant Herrman Lewis retained and employed Messrs. Findlay and Dalziell as and in the capacity of solicitors, and by an instrument of mortgage dated the 7th February, 1910, the defendant Herrman Lewis purported, in consideration of £1,000 then alleged to be owing to the said firm of Findlay and Dalziell, to mortgage to that firm all his interests in a portion of the said lands by way of mortgage to secure to the said Findlay and Dalziell the repayment of the said sum of £1,000 upon demand, with interest as therein mentioned. No consideration passed to the said Herrman Lewis upon the execution of the said mortgage, and no sum of £1,000 was then or at any time due to the firm of Findlay and Dalziell from the defendant Herrman Lewis, and the said mortgage was executed and taken by the parties thereto with actual notice of the plaintiff's rights and beneficial and (or) equitable interest in the property thereby mortgaged.

11. The transfer and mortgages in the last three preceding paragraphs mentioned have since the 1st January, 1911, been released to the defendant Herrman Lewis, and they were only created and (or) executed by the defendant Herrman Lewis to the end and intent that their existence should operate to the prejudice of the plaintiff; and, further, the unjust and unconscionable scheme of the defendants, or some or one of them, and (or) their attorney and (or) agents, in defeating the rights and beneficial and (or) equitable interests of the plaintiff of and in the said Mokau Estate.

12. By reason of the acts and conduct of the defendants as herein set forth the value of the plaintiff's title and interest in the Mokau Estate has been so diminished that the plaintiff will never be able to obtain on a sale thereof the true value or anything like the true value thereof, and the plaintiff has since the 27th July, 1906, been and still is deprived of his enjoyment in and right of possession of the said property, and of the rents and profits derivable therefrom. The defendants other than the defendant Herrman Lewis have since the said 27th July, 1906, wrongfully continued and confirmed in the possession of parts of the said estate divers persons who have occupied the same without payment of rent and (or) any adequate and sufficient rent.

The plaintiff prays judgment,—

(1.) That an account be taken of what is due to the defendants other than the defendant Herrman Lewis, being the executors of the late Wickham Flower, for principal and interest and costs;

(2.) An account of the rents and profits of the properties comprised in the mortgage received by the same defendants, or by any other person or persons by their order or for their use, or which without their wilful default might have been so received;

(3.) An inquiry (*a*) whether the defendants other than the defendant Herrman Lewis have allowed the mortgage property and (or) its title to become deteriorated in value to any and what amount; (*b*) whether since the 27th July, 1907, any loss has been occasioned to the mortgaged premises by any rash and (or) improper and (or) imprudent dealings on the part of the said defendants with the same property; and (*c*) whether the same defendants have since the 27th July, 1906, confirmed in the possession and (or) occupation of the mortgaged premises or any part thereof any persons who have been wrongfully in possession thereof or otherwise occupied the same without payment of rent or any adequate rent, and what, if any, occupation rent is properly chargeable against the said defendants in respect thereof; and

(4.) That upon the plaintiff paying to the defendants other than the said Herrman Lewis and (or) the defendant Lewis what shall be found to be due for principal, interest, and costs under the said mortgages of the 27th July, 1906, and the 1st November, 1906, after deduction of what, if anything, shall be chargeable against the defendants the executors of the late Wickham Flower (deceased) under the lastly-mentioned accounts and inquiries, all the defendants be decreed to reconvey and (or) assign and (or) retransfer the mortgaged premises free and clear of all encumbrances done by them or any person claiming by, from, or under them, or any one of them, and deliver up to the plaintiff all the muniments of title, and in default £100,000 damages.

(5.) Such further and other relief as the nature of the case may require.

Filed and delivered by Edwin George Jellicoe, of 219 Lambton Quay, Wellington, plaintiff's solicitor.

EXHIBIT PPP.

NOTE.

18th October, 1912.

THE Stout-Palmer Commission made the same error as did Chief Judge Macdonald in 1887—namely, that of holding this property to be amenable to the general laws, instead of confining the questions relating to the title to the special statutes enacted respecting the property. In the case of Chief Judge Macdonald, the then Attorney-General, Sir F. Whitaker, made it clear (*Hansard*, 1888, pp. 528–29) that where an Act of Parliament dealt with a particular case it could not be affected by the general laws. In the case of the Stout-Palmer Commission complete ignor-

ance of this simple rule of law is exhibited, and other statutes are quoted as having a bearing, whereas the Mokau-Mohakatino Act, 1888, provides that, subject to the certificate of the Frauds Commissioner, such lease shall be good, valid, and effectual to the extent of the demise. This certificate is attached to the deeds.

EXHIBIT QQQ.

Attorney-General's Office, Wellington, 21st August, 1910.

DEAR SIR,— Re *Mr. Jones and the Mokau Estate.*

I have read and carefully considered the memorandum submitted by you in connection with this matter, which, as you know, fully sets out the history and present position of the litigation which has taken place. I regret to say, however, that the Government feel that it would be wholly contrary to precedent and constitutional rule, in such a case as this, to interfere with the rights of private parties as determined now by the Court of Appeal by legislation. It is necessary to point out to you that such interference would establish a most dangerous precedent, apart from other considerations which arise from a perusal of the memorandum you have submitted to me. The Government therefore cannot see its way to accede to the request contained in your application.

Yours, &c.,

C. H. Treadwell, Esq., solicitor, Wellington. J. G. FINDLAY.

EXHIBIT SSS.

AN AGREEMENT made the day of January, 1887, between WETERE TE RERENGA, of Mokau, of the one part, and JOSHUA JONES, also of Mokau, of the other part, witnesses that the said Wetere Te Rerenga agrees to act as the agent of the said Joshua Jones in completing the lease of part of the Mokau-Mohakatino Block No. 1, dated the 12th day of July, 1882, and made between the said Wetere Te Rerenga and others of the one part and the said Joshua Jones of the other part, with such variations in the terms thereof as may be necessary, and to act as such agent in obtaining a valid lease of the remaining parts of the said block, which block is more particularly described in a Proclamation in the New Zealand Government *Gazette* dated the 8th day of October, 1885, page 1180; and for such purposes the said Wetere Te Rerenga will obtain to the first-mentioned deed the signatures of all the owners of the land demised thereby, or the successors of the deceased owners, who have not signed the same, and will do all things to enable the representatives of deceased owners to obtain succession orders for the shares of such deceased owners. The said Wetere Te Rerenga will also obtain the signatures of all the Native owners and the representatives of deceased Native owners to a lease or leases for building, mineral, and pastoral purposes of the remaining parts of the said block, and will do all things necessary to enable the representatives of deceased Native owners to obtain succession orders for the shares of the deceased owners. That such last-mentioned lease or leases shall be for a term of fifty-six years from the execution thereof, and that the rent to be reserved thereby shall be one hundred pounds per annum for the whole remaining parts of the said block. And in consideration of the services of the said Wetere Te Rerenga he, the said Joshua Jones, hereby agrees to pay the said Wetere Te Rerenga for such services as follows—namely, to pay him all travelling-expenses incurred and all moneys expended by him in the due performance of this agreement, and to pay him the sum of twenty-five pounds on the completion of the first-mentioned lease, and a further sum of twenty-five pounds on the completion of the lease or leases of the remaining parts of the said block.

As witness the hands of the parties.

JOSHUA JONES.
WETERE TE RERENGA.

Approximate Cost of Paper.—Preparation, not given; printing (1,000 copies), £74 1s. 6d.

By Authority: JOHN MACKAY, Government Printer, Wellington.—1912.

Price 2s. 3d.]

(Sgd.) [illegible]

REFERENCE.

Lands owned by Europeans, purchased or leased by private individuals from the Natives:	
Lands owned by Europeans, purchased from the Crown, and Old Land Claims:	
Lands under negotiation to purchase by Government, and proclaimed under "The Government Native Land Purchases Act, 1877":	
Lands in the hands of the Natives over which the Native Title has not been extinguished:	
Lands held by Natives under Certificate of Title, Memorial of Ownership, or Crown Grant:	
Confiscated Lands unsold:	
Crown Lands:	
Native Lands leased by the Crown:	
Incompleted purchases of Mr. McGill's list:	

8 0 8 16

Scale 8 Miles to an Inch.

Jones
vide N.Z. Gazette
Oct 8th 1885

Mokau-Mohakatino No. 1E.

Area, 1,523 acres. Partition order dated 24th May, 1889.

Order sent to District Land Registrar, New Plymouth, for issue of Land Transfer Title on 13th June, 1907.

11 original owners.

Mr. East, Chief Judge's Clerk.

Map showing Lands included in Schedule to Native Land Alienation Restriction Act, 1884.

NATIVE LAND ~~SETTLEMENT~~ Alienation Restriction ~~BILL.~~ Act. 1884

PLAN OF THE LAND INCLUDED IN THE SCHEDULE.

Boundary coloured thus,

Railways constructed or in course of construction,

Railways proposed,

By Authority: John Mackay, Government Printer.

MAP No. 1.

MOKAU MOHAKATINO BLOCK No. 1.

CROWN SURVEY,
JOSHUA JONES'S LEASES.

Scale 80 Chains to an Inch

80 40 0 80 160 240 320 400

Price 1/-

(Signed) J. Jones

Title incomplete
Area from ~~2000 to 3000~~ acres

Totoio
No 1D
Repua
160 0.0
Motukaramu (about here) Land
Open
Kawakawa
Kin Turepa
Rakeroau
Tepopo
Puiaruhi
1E
Ruhanui
Bush
Takapau
Te Ranui
Tuhoro
Open
Araroha tuhi
Karaka
Pukehou
Pukehou
Te Ahikiore
Kaiau
Rata
Tarawhai
Mirokaburu
Kiwakoriki
Kiwakoriki
Mahuaki
Manuhenkaere
Mokakaruru
Te Werange
Mangamahoe
Turangapoto
and
Tawa
110805
Due South
1H
Mokau
Mokau R
C
Mokau
Mohakatarau
Mohakatarau R
Mokau R
Tawaroa
Tokaroa
Mt Skinner's Line, cut 1879
1F
High Ridges covered
56500 Acres
A
250 acres
Mohakatarau
Mohakatino
Mangapohue
Coals
Coal
Horopuni
Te Maire
Mokau R.
1G
Mangaehuehu
Mt Dalziel's line, cut 1886
Tikopiko
Panirau
Panirau Stm
Black Birch
180° 25' 50" Taranaki Meridian
1J
Tawhitiraupeka
270° 25' 54" Taranaki Meridian
24756
Due West
5 miles
Railway
Mangarua
Strathford-Ongarue
Mangakaore
Stream
Tawa
and
Rata
NATIVE LAND

By Authority: John Mackay, Government Printer.