

III.—APPENDIX TO NOTES OF PROCEEDINGS AND EVIDENCE.

No. 1.

(Memorandum.)

Received 28th October, 1876.

THE circumstances referred to in my minutes upon payment-vouchers of the 21st July last occurred at Tolago Bay, between about the 5th and 20th days of that month. During that period the Native Land Court adjudicated the blocks Puremungahua, Ngatawakawaka, and Matatu-o-tonga, and within said period Judge Rogan, knowing said block had been sold by the Natives to the Government, and that Government had surveyed them, did nevertheless order indorsements upon the orders for their memorials of ownership in the manner stated in my minutes relative to two of the blocks.

My minutes should read after the word indorsement upon the order for memorial, &c., the words "the order" requiring insertion.

I charge Judge Rogan with having prejudged my land-purchase transactions in the most hostile and improper manner, in an advertisement inserted by him in the *Poverty Bay Herald*, and dated 20th September, 1876. He has unfitted himself in that advertisement for sitting upon any case mentioned in it.

The Royal Commissioners,
Dr. Giles and Major Brown.

J. A. WILSON,
Land Purchase Commissioner.

No. 2.

(Memorandum.)

Land Purchase Office, Gisborne, 30th October, 1876.

THE circumstances referred to in my minutes upon payment-vouchers of the 21st July last occurred at Tolago, between about the 5th and 20th days of that month.

During that period the Native Land Court adjudicated the blocks Puremungahua, Ngatawakawaka, and Matatu-o-tonga, and within said period Judge Rogan, knowing the said block had been sold by the Natives to the Government, and that Government had surveyed them, did nevertheless order indorsements upon the orders for their memorials of ownership in the manner stated in my minutes relative to two of the blocks.

My minutes should read, after the word "indorsement," "upon the order for memorial," &c., the words "the order" requiring insertion.

I have to state that Read is associated with Robert Cooper in the purchase of one or more of these three blocks, and these persons are the same Read and Cooper mentioned in my report of the 6th June, 1876, as having received unusual facilities and protection from Judge Rogan; and that Robert Cooper, mentioned on the payment-voucher of the 21st July, 1876, is the Cooper mentioned in said report.

I charge Judge Rogan with having published a mischievous letter, in the form of an advertisement, in the *Poverty Bay Herald* of the 22nd September, 1876; and in making this charge I adhere to the language of my report of the 6th June last, section 8, in saying of this advertisement that it is one of the "many unprecedented proceedings of the Judge," that "it is an exceedingly improper proceeding, a violent action," and is of a nature to "injure the cause of the public," by prejudging the same to Cooper's advantage.

I repeat, also, "I am convinced—I say it emphatically—that it will be necessary to hear the cases over again before another Judge"—i.e., the cases upon all my numerous blocks, that have been singled out by Judge Rogan from the blocks of other Land Purchase Officers, and have been prejudged in a spirit too hopelessly hostile to warrant the slightest hope that the blow he threatens will not be delivered.

I submit that by the insertion of that advertisement Judge Rogan has rendered himself unfit to sit upon any case mentioned in it.

That at the Court held at Tolago in July last, Judge Rogan did promise, and arrange with the chiefs Henare Potae and Ropata Wahawaha, that as these chiefs had been summoned by a Parliamentary Committee, and could not attend the Court, therefore action should be suspended in certain cases then before the Court until the chiefs should have opportunity to plead to the same. That such promise and arrangement has nevertheless been broken by Judge Rogan, by his subsequent judgment at Tolago, and by statements contained in his advertisement in the *Poverty Bay Herald*.

In reference to Uawa Block at Tolago, over which an interlocutory order of the Native Land Court was given in 1873, I beg to state that the line of action now and some time past pursued by Judge Rogan, if carried out, will imperil, injure, or destroy large public rights and interests in the township site at Tolago, and that one Michael Mullooly will benefit thereby—that is to say, in so far as such action shall be found to affect the block known as Mangarara No. 2; and I contend that the acts of Judge Rogan with regard to this matter are forced, that they are illegal, and that they have been proceeded with in face of records of the Court.

The date of the combined action of the Judge and District Officer to prevent land from being gazetted as I had requisitioned, and Mr. Clarke had recommended, was on the 23rd July, 1875. This remark has reference to the paragraph in my report of the 6th June, 1876, referring to this subject.

I affirm that the administration of the Court has been too irregular in this district. The list of names of Natives inserted in titles are sometimes incorrectly recorded, as in the case of Motu. Notice of the sitting of a Court is sometimes insufficiently given, as in the case of the last Court, *re* Waingaromia No. 2, which was held on the 3rd instant, though advertised for the 10th, while the manner in which lands have been gazetted for hearing is sometimes quite unprecedented, as with the cases of the Tauwhareparae and Huiarua Blocks, 113,000 acres, mentioned in Judge Rogan's advertisement in the *Poverty Bay Herald*. In these two cases the Court itself (not the Natives) supplied by telegram to