

mond agreed to give same terms, but with the proviso that he could not speak positively for the company, but he believed it would also agree to give same rate for the reduced area as formerly offered for the 4,500 acres. I enclose for your information a rough sketch of area now proposed to be let to the Mokau Coal Company.

I have, &c.,

W. RENNELL, Native Officer.

The Under-Secretary, Native Department, Wellington.

“NATIVE LANDS FRAUDS PREVENTION ACT, 1881.” (FORM E.—NOTICE OF OBJECTION.)

To Charles Edward Rawson, Esq., Trust Commissioner.

THE directors of the Mokau Coal Company (Limited) being interested in the land the subject of a certain deed of lease, dated the twenty-second day of June, 1887, made between Te Hau and others, aboriginal natives of the one part, and Nevil Septimus Walker, of Alexandra, settler, of the other part, of a block of land at Mokau, known as the Mangapapa Block, hereby give you notice that the said company objects to your certificate as Trust Commissioner being affixed to the said deed on the following grounds—viz.:

1. That the said company has been in uninterrupted occupation of a portion of the said Mangapapa Block, with the full consent of the Native owners thereof, since the month of February, 1885, and has expended a large sum of money and much labour in opening a coal-mine thereon, under the provisions of an agreement made between the said Native owners with Alexander Boswell and others, and afterwards assigned to the said company, and that if the said lease is confirmed the said Native owners will be prevented from carrying out the terms of the said agreement, and the said company will lose all the capital and labour expended on the said mine.

2. That at the time of the execution of the said lease the said Native owners were anxious not to place themselves in a position in which they must break faith with the said company, and desired to except a certain portion of the said land from the operation of the said lease, but were deceived or cajoled into executing it in its present form by improper practices and undue pressure on the part of the said Nevil Septimus Walker or his agents; and that a few days before the execution of the said lease the principal owners of the said block, in reply to inquiries made by Mr Wilfred Rennell under instructions from the Hon. the Native Minister, clearly expressed their views and intentions with regard to the letting of the said block of land, and stated it to be their wish that a certain specified portion should be let to the said company.

3. That the said lease was not duly interpreted and explained to the Native owners who have signed it, and does not carry out their real intention with regard to the letting of the said block.

4. That the witness attesting the execution of the said lease as a Justice of the Peace was, at the date of such execution, and had been for some time previously, the paid agent of the said Nevil Septimus Walker for the purpose of negotiating the said lease, and that he actively assisted in inducing the said Native owners to execute the same; and that the attestation of the said lease by a Justice of the Peace so engaged is contrary to the spirit and intention of section 85 of “The Native Land Act, 1873,” and section 12 of “The Native Land Act Amendment Act, 1878,” and renders it especially necessary that a full inquiry should be made under the Native Lands Frauds Prevention Act into the circumstances attending the execution of the said lease.

5. That several names of absent owners have been signed to the said lease by a Native professing to act as their agent; and that several names of owners who are under age have been signed thereto by Natives professing to act as trustees of their shares of the said land; and that, in respect of the shares of all such absent owners and owners under age, the execution of the said lease is invalid.

6. That in order to be “apparently executed in accordance with the provisions of the Acts for the time being affecting the execution of instruments by Natives,” as required by rule 3 under “The Native Lands Frauds Prevention Act, 1881,” and in order not to be illegal under section 32 of “The Native Land Administration Act, 1886,” it is necessary that any lease purporting to be executed under the provisions of subsection (d) of section 25 of the Act last quoted, should be executed by some or all of the Native owners of land who have, previously to the 1st July, 1886, signed a writing purporting to be, or agreeing to grant, a lease of their respective shares.

That the Natives signing such writing or agreement must necessarily not be the same as those who have, before the coming into operation of the said Act, executed a lease of other shares of the same land which has been certified to under section 24 of the said Act.

That in the present case the certificates issued in favour of the said Nevil Septimus Walker under the 24th and 25th sections of the said Act do not specifically refer to or quote the documents upon which they are respectively founded; nor do they mention the names of the Native owners of the Mangapapa Block who have signed the said documents respectively.

That the said lease in respect of which your certificate as Trust Commissioner is now applied for appears to be executed, or to have been intended to be executed, by all the Native owners of the said Mangapapa Block.

That under the circumstances above set forth, as the execution of the present lease by any of the owners who signed the document referred to in the certificate issued to the applicant under section 24 of the said Act would be nugatory if the said lease follows the terms of that document verbatim, and would be absolutely illegal and void if the terms of the said lease differ in any way from those of the said document; and, as on the other hand, the execution of the said lease by any Native owners of the said block of land who did not sign the document or agreement referred to in the certificate issued to the applicant under section 25 of the said Act would also be illegal and void, it is respectfully submitted that before granting the present application it will be necessary that the two documents upon which the said two certificates, under sections 24 and 25, are respectively founded, should be produced in order that it may be ascertained whether any of the Native owners who have signed the present lease also signed the document referred to in the said certificate