

1888.  
NEW ZEALAND.

---

# NATIVE AFFAIRS COMMITTEE

(REPORT OF) ON THE PETITION OF ARTHUR OWEN (No. 253, SESS. II., 1887),  
TOGETHER WITH MINUTES OF EVIDENCE AND APPENDIX.

---

*Report brought up 1st August, 1888, and ordered to be printed.*

---

## REPORT.

PETITIONER, who was in treaty with certain Natives for the lease of a block of land on the north bank of the River Mokau, makes serious charges against two Judges of the Native Land Court and others, alleging that they have used illegal means to prevent him acquiring the said land. He prays that no action may be taken by the Government until a full inquiry has been made and justice done.

I am directed to report as follows: That the Committee, having taken evidence on the petition of Arthur Owen, have arrived at the conclusion that the petitioner has failed to sustain his case, and that Stockman's agreement, on which the claim is founded, has no validity. That the signature of Mare Kura, alleged to be a forgery, is genuine, and was affixed to the document before the hearing of the case by the Chief Judge of the Native Land Court. That the charges of corruption preferred against the Chief Judge and officers of the Native Land Court are not substantiated, and are without foundation. That there is grave doubt as to the validity of the certificates issued under sections 24 and 25 of the Native Land Administration Act; but that the Chief Judge, in issuing the certificates, acted in good faith. The Committee has no recommendation to make.

1st August, 1888.

W. KELLY, Chairman.

---

## MINUTES OF EVIDENCE.

Petition of ARTHUR OWEN.—Sess. II., 1887.

*Evidence taken, Sess. II., 1887.*

SATURDAY, 17TH DECEMBER, 1887.

ARTHUR OWEN examined.

1. *The Chairman.*] The Committee will hear what you have to say. Have you any statement to make?—I was going to say that I have been taken unawares in this matter. Sir Robert Stout was to have appeared in support of the petition that no legislation should take place this session in regard to this case. I can show you the telegram in which the Government pledged themselves to Sir Robert Stout that no legislation should take place this session in regard to my case.

2. *Mr. Hutchison.*] Has any legislation taken place with regard to your case?—No. I produce a telegram sent by me to Sir Robert Stout asking him whether he had not obtained a pledge from the Government through Mr. Marchant that no legislation should take place in respect to these blocks (Mangiora and Mangapapa). Sir Robert Stout replied, "Most certainly; otherwise I would have remained to help you."

3. Are there not some proceedings in the Supreme Court relating to the matters referred to in this petition?—There are certain legal proceedings pending, but they have been suspended for the present.

4. Who is the plaintiff? Are you?—Yes.

5. Who is defendant?—Nevil Walker.

6. *The Chairman.*] Then, do you propose to go on with this petition?—I wish to go on with it. The advice I have is that, even if we got a certificate in the Supreme Court, we would have to come to the Government afterwards; therefore I have come to Parliament.

7. Do you wish to make any other statement than those made in this petition?—Yes, certainly. I wish to call on those who possess them to produce the documents relating to this: that the agreement upon which Judge Macdonald granted the certificates for Mangiora and Mangapapa—

8. I understood you had them. There was an agreement between yourself, a half-caste named Stockman, and the Natives. Where is that?—Stockman handed that to Judge Macdonald.

9. *Mr. Carroll.*] Have you no document yourself to produce in evidence?—I have copies of deeds and leases.

10. *The Chairman.*] Will you be good enough to state what are the real charges made in your petition; for I confess I do not understand it?—I entered into an agreement with George Stockman in 1882.

11. Very well: have you that agreement?—No. He gave it to Judge Macdonald.

12. How do you know that? Did he tell you he gave it to Judge Macdonald?—I understood that he gave all the papers necessary to enable us to get a certificate under the 24th clause of the Native Lands Administration Act, relating to uncompleted transactions.

13. Is Stockman an owner?—No; but there was an agreement between myself, my brother, and Stockman, who was to get the thing completed by getting the Native signatures.

14. *Mr. Hutchison.*] How many Natives were there?—Four or five.

15. With whom did they contract to sell?—With Stockman, according to this deed made in 1882.

16. Under which application is made for the certificate. Who applied?—Stockman did.

17. On your behalf and his own?—Yes.

18. When did he apply?—Somewhere about January, or between January and March.

19. There was another claimant, was there not?—Yes.

20. How did he claim?—Through some arrangement with Stockman.

21. Had he not some contract directly or indirectly with the Native owners?—I question that. I do not think so.

22. Did he make application on behalf of some client?—Yes.

23. Was it granted to him?—Stockman went over to him.

24. Then you were sold by your partner.—Yes: Walker had no right whatever to it. Stockman turned the certificate over to Walker,

25. You may have a remedy against Stockman, but I do not know what that has to do with us?—I produce copy of agreement of the 13th June, 1887.

26. *The Chairman.*] This is an agreement between yourself and Stockman?—It is not the original: it is only a renewal. Would the Committee allow my solicitor, Mr. Richmond, to appear?

27. *Mr. Carroll.*] Was it the original petition that was handed into Court by Stockman?

*Mr. Richmond:* The agreement was put in as the basis of the certificate. It is, as I understand, in the hands of the Chief Judge. It was in the handwriting of Mr. Owen's brother. It was an agreement between the petitioner, his brother, and the Natives.

28. *Mr. Hutchison.*] That is what you call a renewal of the compact with Stockman, to which you say Stockman has played false?—Quite so.

29. Do I understand rightly that the proceedings in the Supreme Court are in the nature of a suit for the specific performance of a contract under the agreement with Stockman, and to compel Stockman, who is alleged to have been a partner of the petitioner, to account for the profits on the alleged transaction with Walker?—The certificate should have been granted by the Judge to Stockman, and not to Walker, a non-applicant.

30. *The Chairman.*] The statement here is that the certificate was issued to Walker, and not to Stockman; that Stockman committed a fraud against the petitioner by in some way inducing the Judge to issue the certificate to Walker. There may have been some private arrangement previously between Stockman and Walker, but we do not know what that is.

*Mr. Richmond:* I might remind the Committee that this new Bill which is now before the House would enable Walker to get a new lease which would be perfectly valid if it is not amended. I have drafted an amendment which would be applicable, if the Committee choose to see it.

*Mr. Hutchison:* No provision in the Bill would affect anything now pending.

*Mr. Richmond:* It gives very large powers to a person who obtains even the signature of one Native: that one signature would enable him to go on.

*Mr. Hutchison:* Only if he had the signature before July, 1886. Such a person must have a base to go upon.

*Mr. Richmond:* The certificate is over land that has never been before the Native Land Court at all.

31. *The Chairman.*] Who was your counsel? Was it Standish? Do you say also that he was committing a fraud against you?—The Chief Judge showed him a telegram which, I believe, was hostile to my interest.

32. You state, Mr. Owen, that the agreement of the 13th June, 1887, effected a written agreement of partnership with Stockman in continuation of previous arrangements?—Yes.

33. That Stockman requested the Chief Judge to transfer the certificate to Nevil Walker?—Yes.

34. Who, you say, and a half-caste woman that accompanies him, are well-known in Native-land transactions in the North Island?

*Mr. Monk:* What does that mean—it is somewhat ambiguous? Is it an imputation upon the woman herself or upon this transaction?

*Mr. Richmond:* I do not think it means anything more than that she is a great intriguer in land-transactions.

36. *Mr. Monk.*] Have you the agreement between yourself, Stockman, and the Natives?—It was handed in two or three days before the sitting of the Court by Stockman, who stated in the presence of witnesses that it was the only agreement upon which he had put in his application for a certificate.

*Mr. Richmond:* We ask for the production of that agreement.

37. *The Chairman.*] You say in your petition that Stockman committed a fraud against you?—Yes.

38. You say that granting the certificate to Walker was an injury to you. If Stockman had transferred the rights under the agreement to Walker the Judge could not have done anything else?

*Mr. Richmond:* We argue that the Chief Judge had no statutory power to give the certificate to anybody but Stockman.

*Mr. Hutchison:* That, I presume, is a matter of law.

39. *The Chairman.*] You say in your petition that an officer of the Court named Thompson, proceeding through New Plymouth in search of Stockman, informed you and others that the Chief Judge wanted to see Stockman, and that the officer was directed by the Chief Judge to “work” for Walker?—Yes.

40. Was any one present that you could name?—Yes. In the presence of Alexander Gilmour and others.

41. Who is Thompson?—R. S. Thompson.

42. What is he?—He is a Native interpreter.

43. *Mr. Hutchison.*] To the Court?—Yes.

44. *The Chairman.*] You say that during the argument your counsel, Mr. Standish, was shown a “confidential” telegram from James Russell, the Chief Judge saying, “Here, Standish, this settles all.” Did you hear these remarks?—Yes.

46. You saw him take the telegram from his pocket, and heard him say this?—Yes.

47. “That settles all”?—Yes.

48. *Mr. Hutchison.*] Did you see the telegram?—No.

49. How do you know that it was hostile?—Because I asked Standish what was in it. He said it was “a bad telegram.” He would not tell me what was in it. Evidently it was against my interest.

50. He did not say it was “hostile”?—He did not use the word “hostile.”

51. What were the exact words?—He said it was a “very bad telegram.”

52. And did these facts lead you to believe that the Chief Judge was in connection with other persons who were hostile to your interest?—Yes.

53. You say next that in consequence of these certificates granted to Walker he has obtained the Native signature to leases of Mangiora and Mangapapa?—Yes.

54. And that every signature was obtained subsequently to the issue of the said certificates, to “absolutely new documents,” upon new transactions, and not in accordance with the provisions of the Native Lands Administration Act that provide for the completion of incomplete legal transactions only?—Yes.

*Mr. Richmond:* These were new transactions, for a different term of years.

55. *Mr. Hutchison.*] Have these leases been approved by the Court?

*Mr. Richmond:* They have been passed by the Trust Commissioner.

56. *Mr. Hutchison.*] They do not require to be approved by the Court?

*Mr. Richmond:* Not under that Act.

57. *The Chairman.*] You say these leases were placed before Mr. Rawson, the Trust Commissioner in New Plymouth, and, unknown to you, they were removed to the office of Judge Wilson, who passed the lease for Mangiora unknown to you?—Yes. They were lodged with Mr. Rawson, and objections were lodged; then withdrawn. We were not informed why they were withdrawn.

58. You next say that, upon requesting to see the agreement for the block known as Mangapapa, you discovered that a fraud had been committed—namely, that the name of Marikura, a Native woman, had recently been placed upon the agreement, and made to appear as if it had been placed on in 1881?—Yes.

59. Was Mare Kura the only lawful owner?—Yes, the only name on the deed to claim ownership to the land.

*Mr. Richmond:* The others were not owners.

60. *The Chairman.*] What agreement was that?—That of December, 1881.

61. The one on which he got the certificate?—No. The certificate was granted on Stockman and the Owen’s agreement of 1882. The agreement of 1881 was afterwards used as a substitute by inserting the name of Mare Kura.

62. *Mr. Hutchison.*] What is the allegation of fraud?

*Mr. Richmond:* Putting the name on an old deed long afterwards. Even assuming the agreement to be the basis of the certificate, this was the only name upon which the latter could be based. We say that it was put on after the 1st of July, 1886.

63. *Mr. Hutchison.*] You say that the fraud was committed by Charles Brown, a Native Agent, and Heremia, and you believe that Nevil Walker was a party to the fraud?—Yes.

64. Did Judge Wilson ignore the objections made by you to the passing of the Mangapapa Block?—Yes.

65. You say you believe that Charles Brown had a pecuniary interest in getting the signatures to the leases?—Yes.

66. That he obtained three of the Native signatures personally, and paid them their money without any negotiator being present?—Yes.

67. That he was heard by witnesses to solicit the signatures of certain Natives at Mokau?—Yes.

68. What evidence have you that Walker was a party to the fraud?—I believe he was in the room when it was done.

69. *Major Jackson.*] You say “you believe” he was there: is that the only evidence you have?—I am not sure whether he was there or not.

70. *Mr. Hutchison.*] You do not know?—No.

71. *Mr. Ormond.*] What reason have you to suppose that he was there?—My reason is the admission by Stockman to a witness that I can bring.

72. *The Chairman.*] Is that witness here?—He is not here just now.

*Mr. Hutchison :* But it would not be evidence against Walker if you had him here.

73. *The Chairman.*] Did Judge Wilson ignore the names of all the objectors?—Yes.

74. *Mr. Hutchison.*] Can you give us the names of the objectors?—They are put in. Those papers should be produced.

75. *The Chairman.*] Have you anything to show that Charles Brown had any pecuniary interest in procuring signatures to this lease?—He told me privately that he was working for other parties.

*Mr. Richmond :* He was the agent negotiating these leases, in the first place.

76. *The Chairman.*] How do you know about his paying moneys without a negotiator, and obtaining the Native signatures personally?—By witnesses.

77. Have you them here?—Not just now. Mr. Joshua Jones and others told me they were present during the negotiation.

78. You make certain allegations in this petition: you should have been prepared with your witnesses to substantiate them, or you should withdraw them. Are you prepared to establish these allegations by evidence?—I have not witnesses present.

79. Were you present before the Trust Commissioner?—Yes.

*Mr. Richmond :* I was present also.

80. *The Chairman.*] Did he permit the names of persons who had never seen the alleged lease to be attached to it by another Native. What do you say about that?—Mr. Joshua Jones and others know the fact.

81. *Mr. Hutchison.*] Have you any proof of that?

*Mr. Richmond :* It appears on the face of the deed. One Native signed for others. He did not pass the deed as regards four names. There were twenty-two names, and he passed it for eighteen.

*Mr. Hutchison :* There was no fraud in that.

82. *The Chairman.*] You say that he induced a Native named Huia to commit wilful perjury?

*Mr. Hutchison :* That is a very serious charge.

*Mr. Richmond :* The petitioner cannot substantiate that charge until all the papers are produced.

83. *The Chairman.*] You say there was an affidavit?

*Mr. Richmond :* We do not know. We have not been able to get at it.

84. *The Chairman.*] You state that Messrs. Russell and Morrin offered money to the chief of Mokau to induce him to favour Messrs. Russell and Morrin's case?—We cannot prevent them offering money.

*Mr. Richmond :* What he means is that he has a better right to the certificate than the person who obtained it.

*Mr. Macdonald :* I should like to make a short statement with reference to two of the paragraphs in the petition which affect me personally. Before doing so I would like to put a question or two to the witness at the proper time. I allude to paragraphs 10 and 11. The eleventh paragraph it is, I think, which says that during the argument I produced a telegram and handed it to Standish, making the remark in relation to it which the witness alleges. [To Witness:] Mr. Standish—he would, of course, be present when this occurred?—Yes, he would be present.

86. Mr. Richmond, who is present now—was he present?—No.

87. Was he not?—No, he was not.

88. Walker and Stockman were, of course, present?—No, they were not.

89. Then it was only you and your solicitor who were present?—Alexander Gilmour, myself, and solicitor.

90. That was during the argument?—Yes.

91. *The Chairman.*] Or was it afterwards?—After the Court was over.

92. *Mr. Macdonald.*] Are you sure of that?—Quite.

93. You are sure that this took place after the Court was over?—Yes, when he was packing his papers up.

94. If that was so, how is it you say that, during the argument before, your petitioner knew of the opposition?—He went up and saw you.

95. You opposed the grant of a certificate to Walker?—Yes.

96. How do you reconcile that the telegram was produced "during the argument" with your allegation that this was a transaction that occurred after the proceedings were over, only yourself, your counsel, and another being present? I ask you how you reconcile these two statements?—Well, he was arguing then over some of my affairs. I went up to see him after the Court sat, and he argued again.

97. *The Chairman.*] Where was this?—It was in the room upstairs in the hotel.

98. *Mr. Macdonald.*] That was where the proceedings were held. Now, I would call your attention, Mr. Owen, to the previous allegation made by you—that is, the one which alleges that you heard Thompson saying that he was looking for Stockman, and that he (Thompson) had been directed by the Chief Judge "to work" for Walker. Is your memory in relation to Thompson as clear as it is in relation to the telegram?—I do not understand you.

99. I ask you the question whether your memory is as clear about the one allegation as about the other?—Yes, quite.

100. If the Committee would allow me to carry the war into the enemy's country I would ask another question or two.

*The Chairman* : You had better ask him now what questions you propose to put to him.

101. *Mr. Macdonald* : Now, as to the question whether you were a partner with Stockman in coming to this agreement : There was an original paper, was there not, of which this one [producing it] is a copy ?

102. *Mr. Hutchison.*] Did you and Stockman sign a document of which that paper in Judge Macdonald's hand is a copy ?—That is a revival of the old deed.

103. *The Chairman.*] What is the date of that ?

104. *Mr. Macdonald.*] 13th June, 1887. [To witness:] You state that you and Stockman did each sign a document of which this is a true copy ?—Yes.

105. Is Stockman a Native ?—No ; half-caste.

106. *Major Jackson.*] Do you impute to the half-caste woman mentioned that she was Walker's concubine ?—Most certainly not. I never thought of such a thing.

*The Chairman* : I have generally heard her spoken of as his wife.

MR. JOHN EDWIN MACDONALD, Chief Judge, Native Land Court, examined.

*Mr. Macdonald* : I will now make a short statement as to the first of these two paragraphs—the one in relation to Thompson. In the first place I explicitly state that I never said anything to Thompson in relation to the business for the purpose of getting him to interest himself one way or other ; that it is totally untrue that I told Thompson to “work” for Walker, or that I ever said anything to influence Thompson in any way in the matter. What Thompson may have said I have, of course, no knowledge. I will only add that it was not likely I would put myself into the hands of Thompson or any one else—at all events, not Thompson, who was a total stranger to me up to that week when he acted as interpreter to the Court. Now, as to the other paragraph, relating to the telegram : It is not true that “during the argument” I produced any telegram at all, nor that I gave one to Mr. Standish, nor that I spoke to him in relation to any telegram from any one. The circumstances on which I believe this allegation to be founded I will state. After the proceeding was concluded, and after I had decided to grant the certificates—

107. *Mr. Hutchison.*] Were there more than one ?—There were two certificates in this transaction. After the certificates were prepared and signed by me, and after Standish had signed the memorandum on one of them agreeing that it was to be made out in the name of Walker—in fact, at the end of the proceedings—I wrote a telegram in the presence of all the people concerned, and I believe in the presence of Mr. Richmond (I am not sure whether he had left)—but I wrote a telegram. Here it is : “Collect.—To James Russell, Auckland.—Certificate granted to Walker, but the legality of the proceedings very doubtful.—(Signed) J. E. MACDONALD.” I handed that to Mr. Standish there and then. I said to him, “Do not say anything to these people.” What I said I said aloud, so that they could hear me.”

108. Then there was nothing confidential in the matter—in the telegram ?—Yes, this much : that I told Standish not to say anything to the people present.

109. *The Chairman.*] Standish was Owen's solicitor, was he not ?—Yes. I did not use any such words as are mentioned in the petition. I did not use the words, “Here is a confidential telegram from James Russell, of Auckland, that settles all.” I did not say anything of the kind.

110. *Mr. Hutchison.*] I should like to put one or two questions to you, not so much in respect to the allegations in the petition as in regard to the question of procedure. Here you have a lease for thirty years, with a right of renewal for thirty years more—a perfectly new arrangement. The old lease was for twenty-one years without any right of renewal ?—My certificate had simply the effect of relieving them from penalties if they got the lease. I had no right to give them a certificate at all unless there was a contract of some sort before July, 1886.

111. Did you keep a copy ?—No ; it is not necessary.

112. You would ascertain whether the subsequent dealings had been on the lines of the contract ?—I had nothing to do with the subsequent dealings. The original certificates would have to be produced before the Registrar of Deeds before any deed would be accepted. If you will look on that telegram you will see two numbers : these two numbers were put there for the purpose of identifying my certificate with the contract.

113. Your certificate would not indicate the terms of the contract ?—No.

114. As a matter of practice, would the Commissioner have the original agreement ?—No.

115. Would Judge Wilson have it ?—No. The transaction was founded on an agreement to lease, not upon a lease.

116. The agreement would be good enough to establish a contract. Do you know where the originals are ?—I have no doubt they are in the possession of Mr. James Russell.

117. The petitioner says that one of the names is forged—that it was a forgery, and had been procured since July, 1886 ?—When the case was before me the fairness of the agreement upon which the certificate was applied for was not contested ; the body of the contention was whether Stockman should hand his interest over to Owen or to Walker.

118. *Major Jackson* : Did not Owen and Walker produce their documents ?—Owen had no document from Stockman.

119. *Mr. Hutchison.*] On what ground did Owen apply ?—On two grounds : One was an allegation in printed form that he had an agreement for a lease of 10,000 acres, which included the Mangapapa Block ; the other was that Stockman and he had an agreement subsisting between them ; that Stockman was his partner, and therefore he ought to have the benefit of Stockman's contract.

120. Was this contract with Stockman what Walker got the certificate on ?—Yes. Owen produced a most elaborate engrossment of a deed all in due form, but without a single signature. At the foot of this document, however, quite apart from the place where the signature should be, but

below everything, were some words in Maori and the name "Wetere te Rerenga." They put that to me as the signature of the deed by Wetere. I sent to the interpreter to see what the words were, and he explained them to be, "I consent to my people signing this if they like." They claimed that as good for a signature to the deed. But against that it was alleged that Wetere was not an owner at all. I telegraphed to Auckland to see whether he was an owner, and a reply came back that he was not. They then set up that Wetere was a trustee for an infant who was an owner. But it was clear that Wetere could not be a trustee before the land was through the Court.

121. Mare Kura being the only owner, it is an inference that the name was there when before you?—Yes; but they agreed that Stockman was entitled. The question was, who was entitled under him, Owen or Stockman.

---

MONDAY, 19TH DECEMBER, 1887.—(Mr. Skerrett appeared for the petitioner.)

MR. JOHN EDWIN MACDONALD further examined.

*Mr. Macdonald*: I do not propose to make any further reference to clauses 10 and 11 of the petition—the two clauses personal to myself—having spoken of them already. The whole proceedings arise out of clauses 24 and 25 of "The Native Land Administration Act, 1886." The object of those two sections was that persons who had inchoate transactions at the time the Bill was before the House should be allowed a limited period of time to complete those transactions, provided that they took the steps prescribed by the clauses, and ultimately secured the certificate of a Judge of the Native Land Court in respect of the transaction. They had to obtain two certificates, one under section 24 and another under section 25. The person obtaining a certificate under section 25—provided, of course, that the Judge who awarded it could lawfully award it under the circumstances of the case—the certificate would authorise the person to whom it was given to get completed a lease or conveyance—according to his transaction; but the certificate gave no one an estate, and took no estate away from any one by any possibility. The sole effect was for a limited period of time to allow the grantee of the certificate to get further signatures to his inchoate transaction without incurring the penalties prescribed by the Native Land Administration Act. I may point out the difference between the two clauses—the clause which relates to conveyances, and the clause which relates to leases. A certificate under clause 25, authorising signatures to a conveyance, could only be given where the inchoate transaction was a conveyance signed by some of the owners; but it must be a deed of conveyance—an agreement for a conveyance would not be sufficient. On the other hand, as to leases, section 25, in addition to enabling a certificate to be given in respect of an inchoate lease, expressly authorises the Judge to give a certificate on a writing purporting to be or "agreeing to grant a lease." I shall endeavour to explain to the Committee the state of the law at the time Stockman's, Owen's, and Walker's applications came before me. Walker's and Stockman's applications were in respect of land which they called "Mangapapa." Owen's application was for a large area of 10,000 acres, and which was described as including Mangapapa. The first proceeding before myself was an application made by Walker that any certificate which I might find Stockman entitled to should be made out in favour of Walker, because of a document which was produced to me by his solicitor, Mr. James Russell. That document professed to be an agreement by Stockman with Walker to the effect that when Stockman obtained a lease of Mangapapa Block he would transfer that lease to Walker. That application I refused to comply with, because it was manifest on the face of the document that Stockman could not be required to do anything under it until he had obtained the lease. The next step in the proceedings was when Mr. Walker and Mr. Owen, represented by Mr. Standish, and Mr. Richmond for the coal company, appeared before me in support of their respective applications. Mr. Richmond said the coal company had no application in, but he appeared to support a claim on the part of the coal company similar to that set up by Walker—that is to say, he set up that Stockman had agreed with the coal company that anything he got should be transferred to the company, and Walker stated that Stockman had agreed to give the benefit of his contract to him. I appointed a time and place for all the parties to attend me, and they did so. On that occasion Mr. Owen's claim under his contract was gone into first of all. Mr. Owen produced an engrossment of a deed. The Committee will understand that I am now speaking of Owen's claim in respect of his own contract, as distinguished from his claim under Stockman's contract. We first went into Owen's claim on his contract in respect of the 10,000 acres. In support of that the engrossment of the deed was produced. It was in every respect an elaborate lease, but with this material defect: that it was not signed by a single person. At the foot of the deed was a memorandum in the Maori language, signed by Wetere te Rerenga. We secured the services of an interpreter to tell us what the memorandum was, and it turned out to be a memorandum that he, Wetere, consented to his people signing the lease if they liked. Considerable trouble was taken by Mr. Owen and by myself, in the first place, to ascertain whether Wetere was an owner in the block or not. We discovered, and we were all satisfied, that he was not. Thereupon I rejected Mr. Owen's claim in respect of his application. We then proceeded to investigate Stockman's claim on his contract. Stockman's contract with the Natives was before me in evidence, and also the agreement between Stockman and Walker. So far as Stockman's agreement was concerned, there was no question as to the form of it. It was an agreement by the Natives that they would make a lease to Stockman at some future time, when they could lawfully do so. The weak point in Stockman's case was this: that his agreement with the Natives, whilst it was long anterior to any negotiations by the Natives with the coal company, or with Mr. Owen, or any one else, had had the misfortune to have been signed before the land had passed through the Court. In that respect it was on all-fours with one other case that had been before me at Napier some time before, and which had been very carefully considered. It was then argued before me that the document did not profess to deal with the land, but was merely a personal promise or undertaking from the

Natives to give a lease after the land had passed through the Court. The words in both cases were that the Natives would give a lease to the person "when they lawfully could after the land had passed through the Court." I took the position to be that, inasmuch as the land had not gone through the Court, it could not be accepted as the basis for certificate under sections 24 and 25 of the Act. Against that, it was argued that all the transactions which were intended to have ultimate effect given to them under sections 24 and 25 were invalid, and it was only because of their invalidity that the aid of these sections was required at all. All the transactions that took place under sections 24 and 25 were more or less invalid, and it was for the purpose of validation by authorising the getting of the remaining signatures that the sections were passed. I am now trying to repeat the arguments that were advanced before me.

122. *Sir G. Grey.*] I understand the misfortune to be that the agreement was made before the land had passed through the Native Land Court?—That is so. It was further urged that the agreement was not an infraction of the law, inasmuch as it was merely an agreement to do a thing when the persons promising could do it lawfully, and not before.

123. The agreement was that the Natives would give a lease when they lawfully could?—Yes; and that is when the land had gone through the Court. Those are the words in the document.

124. The answer to that is that the agreement was not lawful?—It was urged that the agreement was not illegal or unlawful, but was simply ineffective or invalid. It would be precisely the position of every lease that was dealt with under the clauses which had not been signed by all the owners.

125. I do not understand that?—There is a clause in "The Native Lands Act, 1873," which provides that a lease shall not be valid until it has been signed by all the owners; there is another clause in the same Act which provides that a lease or agreement shall not be valid if made before the land has gone through the Court: so that, whether a transaction was in the predicament of one clause or another, it would have this common characteristic—that is, it would be invalid.

126. What clause is that?—The clause as to agreements being invalid before the land goes through the Court is clause 87 of the Act of 1873, if I remember right. The other clause as to leases being invalid until all the owners have signed is section 61. Then the argument went on: We admit that the document upon which we base this application is not one which can be sued on, because it is invalid; but it is not made illegal, inasmuch as it was signed before "The Native Land Laws Amendment Act, 1883," was passed, an Act that made such a transaction illegal. One other argument was urged before me which I confess is most likely the one which had the greatest effect—an *ad misericordiam* argument that, "If you refuse your certificate, whether you are right in doing that or not it will preclude our getting our transaction completed. We cannot get the transaction completed without your certificate; therefore by refusing it you may do us irrevocable injury." To that I asked, "Are you satisfied that if the true view is adverse to your contention my certificate will be a nullity?" The counsel conceded that. I then further explained that if my certificate were not good in law any signature to a lease obtained on the authority of that certificate would be bad—the signatures would be unlawful, and the lessees be subject to penalties under clause 33 of the Native Land Administration Act. I have been telling the Committee what took place in the Napier case, which came before me long before Stockman's.

127. *Mr. Hutchison.*] What was the Napier case?—I do not remember the name of the supposed lessee. I applied the same reasoning to Stockman's case that had been applied to the Napier case, and announced my intention to grant the certificate. Then came the question between Owen on the one side and Walker on the other. Whatever negotiations Mr. Stockman might have had with the company or with Mr. Owen or with Mr. Walker, none of them produced any writings to me upon the subject with the exception of the agreement between Stockman and Walker, which I had decided had no bearing upon the matter. But, each claiming from Stockman, I left it to him there and then to say to whom he proposed to transfer the benefit of the certificate, if he proposed to transfer it at all. He said that he desired it should be made out in Walker's name. He signed a memorandum to that effect, which was written there and then, and I granted Mr. Walker the certificate. I informed Mr. Walker's solicitor that I had done so, and also informed him that I had grave doubts of the validity of the certificate, for the reasons which I have already mentioned. I believe my connection with the matter ends there. Although there is an action in the Supreme Court in which all these questions are raised, I am not made the defendant, so I have nothing to do with it.

128. *The Chairman.*] Is that all you have to say?—Nothing more occurs to me at present. I do not think it is necessary for me to go through the petition. I do not think I could say anything more, usefully.

129. *Mr. Hutchison.*] You have referred to a Napier case?—Yes.

130. Was the contract there for a lease?—Yes, it was for a lease in precisely similar terms.

131. Was it a lease for more than twenty-one years?—No, the Napier lease was for twenty-one years.

132. That is, such a transaction as, if completed, would have been legal?—No; there is the fact that the land had not gone through the Court. In both cases the land was not through the Court.

133. There is a further distinction in reference to Stockman's case—there is a contract for a lease for more than twenty-one years?—I am speaking from memory, but my belief is that the document produced to me was an agreement for a lease for twenty-one years, and not a longer term. My memory leads me to that view, because when I heard that the lease which Walker obtained on my certificate was for a term of thirty-three years, it struck me that the lease was bad; but, as that was no business of mine, I took no notice of it.

134. Your recollection of the contract produced to you was a lease for twenty-one years?—Yes.



135. In the copy of the memorandum of agreement [produced] there are the words "forty-two years" and "ninety-nine years"?—My impression still is that the document produced to me was for twenty-one years.

136. Then it could not be the original of which this is a copy?—It might have had another alteration. I certainly say my belief is that the document the basis of my dealing was for a lease of twenty-one years.

137. This document purports to be an agreement with a man named George Stockman?—Yes.

138. You will also observe that Stockman is the person interpreting the document between the Natives, the Justices, and probably himself also?—Yes, possibly. [It transpired that Stockman the contractor and Stockman the witness were father and son.]

139. Was your attention directed to anything of that kind?—No. No one questioned this document before me, because everybody wanted the benefit of it.

140. There was some duty in the Court to see that the Natives were fairly dealt with?—I was under no obligation in the matter: my certificate only authorised the people to get a lease if they could.

141. The certificate would only issue upon a contract made prior to the 1st July, 1886?—Yes—the agreement.

142. Do you not consider that there was some duty in the Court to see that one of the contracting parties enumerated—the Natives—had been dealt with in a fair and proper manner in the obtaining of that contract or agreement?—I did not go into that question at all.

143. If this is a copy of the document which was presented to you, and which you perhaps would look into very carefully, is it a document upon which you consider you could grant a certificate?—Subject to its being signed before the land went through the Court, certainly.

144. An agreement for ninety-nine years, said to have been executed by the Natives through the interpretation of Stockman, who was taking an interest in it—that would be a document that you could issue a certificate upon?—My attention was never called to it.

145. Suppose this is a copy of the original document, and your attention were called to it, as I think it ought to have been, is that such a document as you would have given a certificate upon?—Apart from all other objections, yes.

146. That is, objections as to its referring to land that was not through the Court?—Just so. Of course my certificate was given simply upon the basis that the person asking for the certificate had before the 1st July, 1886, entered into some sort of negotiations which might have ultimately led to the getting a lease, assuming that the 32nd section of the Act had not come into force. My certificate took no estate from the Natives, and did not prejudicially affect them. It simply relieved the proposed lessee from the prohibition against getting signatures to a lease if he could. Whilst the law stood, the lease could not be for a longer term than twenty-one years. In the case of a longer lease you will find it decided by the Supreme Court that the greater term went for nothing, but that the twenty-one years would still hold good. I am still of opinion that the document I dealt with was for twenty-one years, but I am prepared to take it either way.

147. Do you consider that your certificate authorised the person claiming upon the contract to acquire an estate in excess of twenty-one years?—At the time I granted my certificate the law was altered. The Act which limited a lease to twenty-one years had been repealed. You will see that I had no duty whatever in respect to what persons did on the strength of my certificate: that was entirely their business. I merely gave my certificate for what it would be worth.

148. Mr. Russell was solicitor for Walker?—Yes.

149. In view of further legislation, would it not, in your opinion, be advisable that the certificates under sections 24 and 25 should go into the particulars of the case, so as to set out the contract—to ear-mark it, in short—to set out the names of the owners—those who contracted—and the estate which they are at liberty to acquire or purchase?—I think it would be useful.

150. Could that not be done by rules without any alteration in the Act?—Supposing the Bills now before the House pass in their present form, we should be in the position I was in in acting under section 24. The Act came into force on the 1st January. I hold—and I think rightly—that notifications under section 24 could not be sent in until the Act came into force. The object of the whole proceedings was to get the certificates, to enable persons to get further signatures, and those signatures could not be lawful after the 1st July. The whole thing had to be done before the 1st July. It was working against time throughout. There were many applications which were not dealt with at all, and some people were kind enough to say it was through my fault in not attending upon them. I did keep a record, which really does give the information necessary.

151. Where is that record?—It was produced to the Legislative Council, and has not been returned to me since.

152. You mean the notes you took while this application was being heard?—No; a record setting out the notification of the land and what was done with it. Speaking from memory, the number dealt with was 490 odd.

153. Did you note the original contract addressed to you, and the fact that you issued a certificate?—Yes; I put a memorandum on each document, giving the place and date of production and the number of the certificate.

154. It would considerably surprise you, on the production of the original, to find that it contains no other term than twenty-one years?—It would not surprise me. I have given up being surprised. I thought Mr. Walker had made a mess of it when he took a lease for more than twenty-one years, forgetting the alteration in the law.

155. In 1881 no person could obtain a lease for more than twenty-one years?—No.

156. You have power under the present Act to make rules?—There is no power to make rules under the Native Land Administration Act.

157. You have it under the Native Land Court Act?—Yes. It is hardly worth while making rules.



158. *The Chairman.*] Have you any idea in whose possession the original contract is?—Mr. Russell sent it to me by post, and I returned it to him by post.

159. In whose possession do you think it is now?—I think it is most likely in the possession of Mr. James Russell, Auckland.

160. Stockman was the person in whose name the contract was made?—Stockman was the person who made the contract.

161. And Owen went into Court expecting to get the benefit of that agreement?—Mr. Owen claimed for himself and his partner, Mr. Richmond claimed it for the coal company, and Mr. Walker for himself. The coal company claimed by reason of their partnership with Stockman.

162. *Sir G. Grey.*] I understood you to say that you had great doubts as to the validity of the certificate?—I had doubts about its validity at the time I issued it, through the document having been signed by the Natives before the land was through the Court.

163. Would it be usual to issue documents which you doubted the validity of at the time they were issued, or would you retain them for further consideration?—In the previous case at Napier, which was on all-fours with this one, I gave it much consideration, and in the present case I followed my procedure in the previous case.

164. That is, to issue a document you believed to be an invalid one?—Not that I believed to be invalid; but a document as to the effect of which I had great doubt.

165. Would it not embarrass the other party?—No; it would not affect any other persons in any shape or form—except the persons who chose to act under it.

*Evidence taken, 1888.*

TUESDAY, 26TH JUNE, 1888.—(Mr. Gray appeared for petitioner.)

Mr. JOSHUA JONES examined.

166. *Mr. Gray.*] You are a settler residing at Mokau?—Yes.

167. Have you seen the petition of Mr. Arthur Owen?—Yes.

168. Do you know what the relationship was between Owen and Stockman in reference to dealing with land at Mokau?—Yes; I always understood them to be partners in some form or another.

169. How do you know that—did you hear that from Stockman?—Yes; and from their daily relationship I understood it to be so.

170. Do you know anything of any written contract between them?—Yes.

171. What?—One day last June they were in the Taranaki Hotel together—Mr. Stockman and Mr. Owen—and they told me that they had a difficulty about establishing their relative partnership, the actual amount of interest of each—how each party should stand in the partnership.

172. Well, what was done?—They asked me if I would endeavour to adjust it for them. I said, No; because where Stockman was concerned there would never be any finality: and I would have nothing to do with it.

173. Well, what did you settle?—I was leaving the room, and Stockman caught me by the arm. He said, “If you can take and fix this up for us there will never be any more trouble.”

174. I believe you then prepared an agreement?—They made suggestions with the view of a compromise, and a written paper was drawn up.

175. Who prepared the document?—I did.

176. Was it signed then by Stockman and Owen?—Yes.

177. Signed in your presence?—Yes.

178. Is this a copy of the document?—Yes. [Document dated the 13th June, 1887, read.]

179. Was any reference made to previous agreements, verbal or written?—Yes. I said, “Before you can come to any determination, show me the agreement upon which you are proceeding.” Stockman pulled an agreement out of his pocket in Hugh Owen’s handwriting. He said, “This is the only document we have to go upon; this is the document upon which I have made application for the certificates.”

180. Did you see the document?—Yes; I had it in my hand.

181. Do you know about the date of it?—I fancy it was dated 1882; I am not sure.

182. Who were the parties to it?—It was an agreement between the Natives and George Stockman and others. I said to Stockman, “Who are these others?” and he said, “Owen and his party or friends.” I then compared this document with the notification for the certificates. The notification for the certificates was made for four blocks. This notification of Stockman’s is dated March, 1887, and the four blocks are comprised in that agreement in Hugh Owen’s handwriting.

183. Were you present at the sitting of the Native Land Court when application was made to the Chief Judge for the certificate—when the hearing took place, and when the Chief Judge granted his certificate?—I know that was not done in the Native Land Court. Application was put in in writing, and the Chief Judge granted it in chambers. I was not before the Chief Judge.

184. You do not know what took place?—I do not.

185. Had you any connection with this matter after the certificates were granted?—In what way? I have no connection with it now.

186. I do not mean any personal interest in it, but had you any knowledge of what took place at the granting of the certificate, or afterwards?—I had a knowledge that Owen was thrown over, and other people put in.

187. How did you know that?—I met Stockman a day or two afterwards, and I asked him why he did such a thing, after having made an agreement with Owen on the 13th June, and after so

many years' relationship. He said he was given to understand that the certificate would be granted to Walker, and that he would lose the land if he did not go with Walker.

188. Did you ever see the alleged agreement on which Stockman made application for a certificate?—Yes; it is the agreement I have been speaking of.

189. I am speaking of the agreement between Owen and Stockman?—I saw the agreement upon which the notifications were made.

190. Did you ever see any other agreement on which Stockman applied, or is alleged to have applied, for a certificate?—Yes; there was the agreement before the Committee—an agreement where a name has been put on.

191. Will you look at this document? Did you ever see the original of which this purports to be a copy?—Yes, I have.

192. Where?—I had it in my possession in 1882. I have seen it twice. I saw it again in October, 1887. [Copy of agreement, dated 27th December, 1881, between certain Natives and George Stockman.]

193. You say you saw the original of that?—Yes.

194. When you saw the original was the signature of Mare Kura upon it?—No; certainly not. The name of Mare Kura was not on it in 1882.

195. When did you next see the agreement?—In October, 1887. That was when the Trust Commissioner gave his certificate of the lease of that block.

196. In whose possession was the agreement then?—It was with the Court.

197. Who had produced it?—I do not know how it got into the Trust Commissioner's hands.

198. Was the signature of Mare Kura on it then?—Of course it was.

199. Did you make any remark about the signature to any one?—Yes, I saw it in a moment. I made remarks to several people at the time.

200. Did you speak to Stockman about it?—Yes, I spoke to Stockman about it.

201. What did he say?—I said to him, "You will get into trouble over that 'Gillies deed.'" He said, "Why, what about it? what for?" I said, "I see you have put the name of Mare Kura to that deed. You know it was not on the deed when I had your papers helping you along in 1882." He said, "Major Brown told me to put that name on the deed. Nevill Walker was present when it was done; and they are responsible, not me."

202. Major Brown purports to be attesting witness to the signature of Mare Kura?—Yes. I said to him, "You ought to know better. You are a licensed interpreter, and you are an interested party to the deed itself." He said, "I will not get into trouble for Brown or Walker. If I am put into a corner I will tell the truth about it."

203. Did you appear before the Trust Commissioner when the leases were put in?—Not when they were put in; but I was in the Court when he granted the certificates upon them. It was done in open Court.

204. That was Judge Wilson?—Yes. With reference to that deed, I may say that I had written to the Government upon my own responsibility, and told them that it was their duty to prosecute those persons. My letter is in existence, both with respect to that deed and with respect to some false affidavits that the Natives had made—that they were induced to make.

205. Do you know what action Major Brown took before the Trust Commissioner?—There were two sittings of the Trust Commissioner. I was not present at the first sitting.

206. What took place at the second sitting?—There were long objections put forth to granting the Trust Commissioner's certificates, on behalf of Owen and the Natives and others.

207. *Mr. Hutchison.*] Were you present?—Yes.

208. You are speaking from your own knowledge?—Yes.

209. *Mr. Gray.*] I am asking with regard to the objections in respect of Owen?—Owen's name was mentioned oftentimes during the discussion, and the Judge, in giving his decision, gave a separate decision as applicable to Owen's position.

210. There is an allegation in the petition "that he permitted one Native to sign for others who were not present"?—I was not there.

211. There is another allegation, "that in connection with the leases he induced a Native named Huia to commit wilful perjury in an affidavit." Do you know anything of that?—I was not present. The affidavit is in existence.

212. Do you know anything about the action of Huia in connection with that affidavit?—Huia is as innocent as a child. He is a man that can be led into anything.

213. What was the affidavit?—I have not seen either of them. I do not know.

214. Do you know the Native Wetere te Rerenga?—Yes; he is the head chief of Mokau.

215. Were you present when Stockman and Owen wrote a letter to him?—Yes; they both signed a letter dated the 10th June, 1887, I think.

216. Have you seen the original letter since it was signed and delivered to Te Wetere?—Yes.

217. Is this the letter?—Yes. It is dated the 10th June. Owen and Stockman's signatures are to it. [Letter handed in.]

218. Have you heard anything about a telegram which was said to have been produced by Chief Judge Macdonald when he was at New Plymouth in June?—I was not in the room.

219. Have you heard anything about the telegram which the Chief Judge is said to have shown to Mr. Standish?—I have heard of it.

220. From whom?—From Mr. Standish, at the time.

221. What did Mr. Standish tell you?—When they came out of the office I met them.

222. *The Chairman.*] Who do you mean?—Mr. Standish, Owen, and Mr. Gilmour. They were coming down the hill together. Owen insisted upon Mr. Standish telling the contents of the telegram, and Mr. Standish said he would not, because it was shown to him in confidence. Mr. Standish told Owen it was hostile to his interests. I said to Mr. Standish, "You ought to tell

him. Your client is your first consideration, and you ought to tell him what was in the telegram." And Standish said, No; he would not.

223. *Mr. Gray.*] Do you know of your own knowledge whether Mr. Owen had for years spent considerable sums of money in negotiating for these blocks we have been referring to?—Yes; he has spent a lot. The Natives stopped at his house, and when they wanted money they always got it. There is no doubt he spent a good deal of money.

224. *The Chairman.*] Is that a customary thing for any one dealing with Natives to do?—I think you ought to be able to know that: you have had a good deal of experience. I know it, to my cost. The Natives, when passing Mr. Owen's place at Hawera, used to go and stop there for days, and when they wanted a little money I have known them to get it. They also got clothing. Mr. Hugh Owen paid Mr. Gilmour one bill of £50 for clothing and flour for them.

225. *Mr. Gray.*] Were you in Wellington when the evidence was given on the petition last year?—Yes.

226. Was any suggestion made by anybody after the evidence was taken as to a compromise with Walker, or Russell, or Morrin?—No. I heard the Chairman of this Committee tell Mr. Owen that he would have to come down again next year—that his petition was not then finished, and that he would have to come down again this year, and that they would have to send for Walker and, perhaps, Stockman; and that probably before then an arrangement might be made between the contending parties. Mr. Kelly mentioned Morrin's name in connection with the probable arrangement.

*The Chairman:* I do not remember that.

Mr. ALEXANDER GILMOUR examined.

227. *Mr. Gray.*] What are you?—I am a manufacturer of patent medicines just now.

228. Where do you live?—Nelson.

229. I believe you lived in Taranaki for many years?—For six years—at Waitara.

230. Do you know anything about the transaction between Owen and the Natives with regard to this block of land at Mokau?—Yes.

231. What do you know about it?—I know that Mr. Owen was connected with Mr. Stockman.

232. For what purpose?—Acquiring land on the north bank of the Mokau.

233. Had you anything to do with Mokau?—I had.

234. What?—I was negotiating for the Mangaawakino Block.

235. *The Chairman.*] Who were you negotiating for?—I was negotiating for myself and Mr. Hugh Owen in that block.

236. *Mr. Gray.*] It lies between Mangoira and Mangapapa?—Yes.

237. Do you know who found the money for payment to the Natives while Owen and Stockman were negotiating?—Mr. Arthur Owen.

238. Do you remember the Chief Judge being in New Plymouth in June, 1887?—I do.

239. Did you put in any application?—I did.

240. What for?—For Mangaawakino and Mangakawhia.

241. Do you remember hearing that Chief Judge Macdonald had refused the certificate to Arthur Owen?—I do.

242. Do you know anything of what took place at that time?—I remember the circumstance—not of the Chief Judge refusing it; I was not in the Court at the time.

243. I ask, do you remember hearing of the refusal?—Yes; I heard it outside.

244. Do you know anything that took place after the granting of the certificate to Walker and the refusal of a certificate to Owen?—I remember what took place after the granting of the certificates.

245. What was it? Were you present before the Chief Judge?—I was after the granting of the certificates. The Chief Judge asked me to make a statement with regard to my connection with Mokau, and before I had said half a dozen words he rose from the chair. He took a telegram from his pocket, and said, "Here is a confidential telegram from James Russell, Auckland, that settles all." He stood back to watch the effect upon myself and Mr. Owen.

246. Where did this take place?—In the White Hart Hotel, in a room upstairs.

247. Is that a room used by the Judge as his chambers?—I imagine so.

248. Did Mr. Standish make any reply?—He gathered up his papers and we went downstairs.

249. Did he tell you what the contents of that telegram were?—Mr. Owen asked Mr. Standish, just as we were coming out of the door, "What was in that telegram?" Mr. Standish replied, "Owen, I cannot tell—it was confidential; but it is fatal to your interests." And he said, "I cannot understand the Chief Judge acting in that manner."

250. Is that all that took place at that time?—Yes.

251. Did you ever see any written agreement between Stockman and Owen?—I did.

252. More than one?—What form of agreement do you mean?

253. A written agreement?—No; I did not see more than one.

254. What one was that?—One made on the 13th June, 1887.

255. Do you remember a conference between Stockman, Owen, and yourself before the Judge sat in June?—I do. Before going any further I would like to ask what is meant by "agreement;" because I have seen a number of agreements between Owen and Stockman.

256. Never mind that just now. Do you remember the blocks being discussed at a conference between Owen, Stockman, and yourself?—I do.

257. Were not papers shown then by Stockman?—Yes; one.

258. What was it?—It was a deed in Mr. Hugh Owen's handwriting.

259. Do you know what the date of that deed was?—1881, I think; I am not sure. Mr Standish would be able to tell the date of the deed, because it was in his possession.

260. Did Stockman make any remark on that occasion?—He did.

261. What did he say?—He pulled a deed out of his pocket, and, turning round, said, "Look here, old man, they have not got a leg to stand on. As to the deeds they are producing, they have not got a single owner's name to them. This is the only deed that we can go on."

262. Do you know what that deed was?—It was a deed for the whole of the north bank.

263. Signed by any Natives?—It was signed by the owners of the two pieces that had gone through the Court.

264. You do not mean the Committee to understand that the block had gone through the Court when the deed was signed in 1882?—No; not that it had gone through the Court.

265. *Mr. Hutchison.*] What do you mean by "owners"?—They were owners in the blocks that went through afterwards at Waitara.

266. *The Chairman.*] They were owners of the blocks afterwards?—Yes; they were owners of the blocks that went through the Court afterwards at Waitara.

267. *Mr. Gray.*] The deed was between the Natives and who else?—Stockman and others.

268. Were the others named?—I think not.

269. You saw the deed: did you see the signatures of the Natives to that agreement?—I saw that there were signatures to it. I hardly remember the names.

270. Do you know whether any signatures were added to it?—I do not.

271. Do you know anything about the agreement of June, 1887, between Owen and Stockman?—Yes.

272. Do you know anything of the circumstances under which it was signed?—Yes, I do. I was present in the room when Mr. Stockman asked Mr. Jones to write out an agreement between himself and Mr. Owen.

273. Did you ever read the agreement afterwards?—I did.

274. Did the agreement, as written out, state the terms of their arrangement?—Yes.

275. *The Chairman.*] You stated that you were negotiating a block for yourself and Mr. Hugh Owen?—Yes.

276. Were you a licensed interpreter?—No.

277. You understand the Native language?—Not well.

278. How did you negotiate?—We employed interpreters.

279. *Mr. Gray.*] Who were your interpreters?—Henry Phillips and Charles Wallace.

280. *The Chairman.*] You have made a statement about Mr. Standish, and about the Chief Judge stating he had a telegram from James Russell?—Yes.

281. Are you sure the Chief Judge made use of the expression, "Here is a telegram from James Russell, of Auckland, that settles all"?—Yes.

282. I suppose Mr. Standish would recollect that?—Mr. Standish cannot forget it.

283. *Mr. Hutchison.*] Then, with regard to these agreements you say were entered into between Stockman, Owen, and others with the Natives, do you look upon those agreements as legal documents that would be legalised at some future time?—I should look upon them as legal documents at the time of the negotiations, as all such transactions with the Natives are conducted in the same way.

284. *Major Jackson.*] When Mr. Standish was asked by Mr. Owen about the confidential telegram, was Mr. Joshua Jones present?—No.

285. He was not?—Not at that time when we came out.

286. Was he ever present when Mr. Standish and Owen were talking about that confidential telegram?—Yes, I believe he was present on every occasion in the office.

287. Was he present when you were there?—No.

288. When Mr. Standish and Owen were talking about the contents of that telegram, was Mr. Joshua Jones present?—He was present in the office, and I was present.

289. When Mr. Standish and Owen were talking about the contents of that telegram, was Mr. Joshua Jones present?—No, not in the first instance.

290. You stated that Mr. Owen asked Mr. Standish what was in that telegram?—He did.

291. And Mr. Standish said, "I cannot tell you, for it is confidential; but it is against your interests"?—Yes; he said "fatal to your interests."

292. Now, was Mr. Joshua Jones present then?—No, not on that occasion. He was not present on that occasion.

293. On what occasion was Mr. Jones present?—I believe, when I also was in Mr. Standish's office Mr. Jones, Mr. Owen, and Mr. Standish were there.

294. What part did Mr. Jones take in the conversation?—That I really could not tell you.

295. Did he make any suggestions at all, or did he intimate to Mr. Standish that he ought to take a certain course with regard to that telegram?—I believe he said he should disclose the contents of it.

296. On what grounds?—Because his client was his first interest.

297. When was that said?—I think it must have been the day after the granting of the certificate—about the 16th or 17th June.

298. You are sure it was not said on the same day that the telegram was given by the Chief Judge to Mr. Standish?—It might have been, because we were up there a number of times afterwards.

299. *The Chairman.*] Was Mr. Owen present when Mr. Standish made the statement that the telegram was "fatal to your interests"?—Yes; he was coming from the hotel.

300. *Mr. Gray.*] Jones was not present at the time you were coming from the hotel?—He was not; but he was present when the telegram was discussed.

301. Did you ever say anything to Stockman about the signature of the woman named Mare Kura put upon the agreement?—Yes, I have spoken to him.

302. Tell the Committee what was said?—I said that the name of Mare Kura was not on the deed that I took a copy of at the Court at Waitara.

303. When did you take that copy?—I could not give you the actual date. It was at the sitting of the Land Court at Waitara.

304. How long after?—Some short time afterwards.

305. Do you remember when the leases were passed by the Trust Commissioner?—I do.

306. Was it before that?—I believe it was.

307. Well, what did you say to Stockman about that signature?—I told him plainly that the deed on which they got the certificate was for the Mangaawakino Block, because they had no owners for the Mangapapa and the Mangoira.

308. What did Stockman say in reply?—He said, "Oh! that has nothing to do with you."

309. Did he make any further remarks about the signature?—Not to me. He made a remark in the presence of Jones and myself in the hotel-parlour that the deed that Walker had produced before the Court had not a single owner's signature on it.

310. Can you say whether the name of Mare Kura was on that agreement when you first saw it or not?—I could not say.

311. Do you know a man named Thompson, interpreter to the Court at New Plymouth?—I do.

312. Had you any conversation with him in June, 1887, with reference to any of these matters?—Yes, I have spoken to him about them.

313. What did he say?—He said he had been directed by the Chief Judge to work for Walker.

314. Anything else?—Yes—I would hardly like to say what he did say.

315. *The Chairman.*] You had better state what he said?—Jones was standing near, and he put the question to Thompson, "What do you mean by that?" He said, "That means that the Judge is a bloody scoundrel."

316. Who said that?—R. S. Thompson, interpreter to the Court.

317. Was anybody else present besides yourself and Jones?—Mr. Arthur Owen was present, and the barman of the hotel heard it.

318. This was at the hotel?—Yes; at the entrance to the Taranaki Hotel.

319. Do you know Major Brown?—I do.

320. Do you know of your own knowledge that he went up to Mokau after June, 1887?—He did.

321. Were you at Mokau?—I went overland. He went by steamer, with Walker, the interpreter, and some others.

322. Did you see him at Mokau?—Yes, I saw him there.

323. What was he doing?—He was getting signatures for a new lease.

324. What new lease?—The new lease that was prepared after the granting of the certificate.

325. He was getting signatures?—He was getting signatures. They went down for that purpose.

326. Do you know if he paid any money to any Natives?—He did.

327. Do you know if he paid any money to any of the Natives who signed the leases?—He did. He paid the money at Parihaka; he paid money to three Natives there.

328. Who went with Major Brown to the Mokau?—Charles Brown, a half-caste, as Native interpreter.

329. Were you present when any Natives signed the leases?—Yes, I was present when Rangiahia signed.

330. Anybody else?—Well, there were a number of Natives present.

331. Did you see any other Natives sign?—At night Walker sent to me to ask if I would witness a signature. I said I had no objection at all, because I knew their document was of no use. I went over and witnessed the signature.

332. Was there an interpreter there?—Yes; but there was no interpretation of any kind. It was not read over in English or interpreted in Maori.

333. Who induced the Natives to sign?—I could not tell.

334. Did you see the signatures?—Major Brown pointed out the place for the woman to sign. I saw the woman make her mark on the place pointed out by Major Brown.

335. Was the Mokau Coal Company interested in the agreement to which you have referred—Owen's agreement with Stockman?—Yes, they have an interest in part of the block.

336. Then Mr. Owen has an interest in the Mokau Coal Company as well?—He would have an interest in acquiring the land.

337. Had you an interest in the Mokau Coal Company?—Yes.

338. Are you interested with Mr. Owen?—No; but I am interested with his brother.

339. In a different block?—In a different block.

340. What has been done with the block you are interested in?—It is still there.

341. It is not through the Court?—No; I believe it was passed through the Court as a whole—the whole of the Native block.

Mr. EUGENE McCARTHY examined.

342. *Mr. Gray.*] What are you?—A master mariner.

343. Where do you live?—At Waitara.

344. Were you captain of the vessel that traded to Mokau in June last year?—Yes.

345. What was the name of the vessel?—Steamship "Waitara."

346. Do you remember taking Major Charles Brown from Waitara to Mokau in June last?—Yes, I took him down.

347. Was he accompanied by anybody?—By Nevill Walker, George Stockman, two sons of Stockman, and Te Huia.

348. Do you know what took place when they reached Mokau?—They went down there for the purpose of obtaining signatures from some of the Natives there.

349. Did you hear Major Brown request any Natives to sign?—Well, the following morning I was ashore. I wanted to get up the river with the boat to the mines. There was a half-caste named Henry Phillips, whose wife they wanted to sign. He asked me what I was doing. I said, if she was my wife I would not let her sign if I did not think it proper. He seemed to have an objection to allow his wife to sign.

350. Was she present?—Yes.

351. Did she sign?—I do not think she signed that day.

352. Did you see her sign at any time?—No.

353. Did you see any Natives sign?—Yes; I saw Natives and Native children sign a paper that was lying on the table at Te Wetere's house.

354. Do you know what the papers related to?—I was told that they related to more land that they were going to try to get.

355. Who was trying to get?—Nevill Walker.

356. Was the deed read over when the Natives signed?—No; I did not hear it read over. That seemed to be the objection of Harry Phillips—that the deed was not read over—that they did not know what they were signing.

357. Did you see any licensed interpreter present?—Yes; there was a young man, a half-caste, named Charles Brown.

358. Did you hear him read the deed in Maori to the Natives?—No, not that morning.

359. At any time when the Natives signed?—No, not when they were signing; it was not read over at all.

360. *Mr. Hutchison.*] Did you give attention to what was going on at the table, or were you just casually present?—I was on shore expecting to take the steamer to Mokau. I had nothing to occupy my attention but looking at what they were doing.

361. Did you give it your attention?—Yes.

362. Do you know Maori?—No.

363. Were they conversing in Maori?—No. Phillips and George Stockman spoke to me in English.

364. Were there any negotiations going on with the Maoris?—No, none that I heard. I knew they were hurrying the Natives up to sign the paper through my being in a hurry to go up to the mines. Major Brown and Walker told me so.

365. Which Natives did you see actually sign the deed?—I know pretty well all the Natives; I do not know their names.

366. There were men and some women?—There were some females and males.

367. You say you saw one signature signed?—No.

368. How many signatures did you see signed?—I do not know the number.

369. How many did you actually see write their names or make a mark on the deed?—I did not count.

370. Did you see many?—No; there was not a great many.

371. Did you see half a dozen?—I dare say there would be half a dozen; perhaps more.

372. Were they spoken to in Maori by Brown or other persons?—Not at that time; not while they were signing.

373. Who witnessed their signatures?—I think a man named Shaw was there. He was engaged to witness the signatures.

374. Did you see any one attesting the signatures?—I did not see Shaw write his name.

375. Did you not see any persons witnessing the signatures—subscribing their names against the others?—No; I only saw Shaw, who, I understand, was employed to witness the signatures.

376. *The Chairman.*] You say he did not speak in Maori?—The paper was not taken up and read over in English or Maori.

377. Do you understand Maori?—No, I do not.

378. The interpreter would be compelled to talk to them in Maori when asking them to sign the deed?—Yes, he would. I should think so.

379. I understand you to say that you did not hear any Maori spoken?—I did not hear anything explained in Maori to the Natives. Of course there might be some conversation going on the night previous.

380. It might have been explained by the interpreter before they came to sign it?—It might have been.

381. *Major Jackson.*] What time did you leave Waitara?—I left the day previous, and got in there about six o'clock in the evening.

382. Do you know whether there was a meeting that night or not?—I could not say; I was not ashore.

383. You do not know—there might or might not have been a meeting?—There might have been.

384. When did you come ashore?—I went ashore about eight o'clock.

385. Was the paper on the table?—There was a table brought out in Te Wetere's house, and the paper was put on the table. I was there before the paper was brought out.

386. The paper was laid on the table before you came there?—No; it was brought out when I was there.

Mr. J. E. MACDONALD, Chief Judge, Native Land Court, examined

387. *Mr. Gray.*] Can you produce to the Committee the agreement or agreements from any owner or owners of the blocks known as Mangoira and Mangapapa, upon which you granted a certificate under the Native Lands Administration Act at New Plymouth in June, 1887?—No; because on that day I posted it back to Auckland, and I have not seen it since.

388. To whom?—To Mr. James Russell, who sent it to me.

389. They are probably in his possession now?—I have not the remotest idea.

390. *Mr. Hutchison.*] Copies are in in the Mokau Coal Company's case?—I could not say; in all probability they are. I have no doubt the document before me was the original, of which this was a copy. The document of 1881 is the one I am speaking about.

391. Can you produce the notification made prior to the certificates being granted?—The Chairman has it.

392. Can you produce a copy of the certificate?—The Chairman has it.

393. Have you any original applications by Natives for a rehearing with respect to granting certificates?—Yes, they can be produced.

394. And your reply to that application or applications?—I could get them.

395. Can you produce the decisions of Trust Commissioner Wilson?—No; they are not in my custody, nor are they under my control.

396. Are they under the control of the Under-Secretary, Native Office?—I do not know what is under his control, I am sure,

397. Do you not know what is the practice?—I do not know the practice; I know nothing about it.

398. You have nothing to do with applications for Trust Commissioners' certificates?—I am a Trust Commissioner myself. I have nothing to do with any applications to any other Trust Commissioner.

399. The same remark would apply to an application for the objections laid before Trust Commissioner Wilson and Trust Commissioner Rawson?—Yes.

400. Can you produce the telegram of Mr. James Russell to yourself which has been referred to?—I have stated that there never was such a telegram. The telegram I produced to Mr. Standish I produced to the Committee, and is already in evidence. The only telegram I ever showed to Mr. Standish is the one I gave to the Chairman of the Committee.

401. I understand there was no telegram from Mr. Russell to yourself?—No.

402. Was the telegram shown by you to Mr. Standish shown by you in confidence?—I told him not to mention what it contained to any one else. I did not want to be bothered with Walker. The telegram stated, "Certificate granted to Walker; but legality of procedure very doubtful."

---

TUESDAY, 3RD JULY, 1888.

Mr. J. E. MACDONALD, Chief Judge, Native Land Court, further examined.

*Witness:* In compliance with a letter from Mr. Gray, of the 26th June, I wired to the Registrars of the Native Land Court at Wanganui and Auckland to send me the papers referred to in Mr. Gray's letter. From the Registrar in Auckland I received a pile of papers, which I have not read, and do not know what is in them, but I hand it to the Chairman. I also received from the Registrar at Wanganui a document which is no doubt the original agreement of Stockman with the Natives dated in 1881, which has been spoken of throughout the proceedings. In handing that to the Chairman, I may remark that I am aware that I am doing what I have no right or authority for doing. The document is a muniment of title, and I know of no authority to compel its production without the assent of the person to whom it belongs. Certainly the Supreme Court cannot do so. As the deed has accidentally come to my hands, in my official capacity, I think it better that it should be produced, and, therefore, take the responsibility of handing it in. I also, for the progress of the business, sent several other telegrams—one to James Russell and one to Inspector Pardy at New Plymouth—which I hand in with the replies.

403. *Mr. Gray.*] Before the Committee last year you stated that you had sent a telegram to Auckland which you showed to Mr. Standish?—Yes.

404. Was that telegram in reply to a telegram from Mr. Russell?—Certainly not.

405. May I ask why did you send the telegram?—Because Mr. Russell was concerned for Mr. Walker, as I knew. Mr. Russell did not appear personally for Mr. Walker. I decided to give Mr. Walker a certificate instead of giving it to Mr. Owen or Mr. Richmond, as they both desired. But as I had doubts as to the validity of my procedure—the validity of the certificate, to put Mr. Russell on his guard I wrote a telegram immediately upon the close of the proceedings before the parties dispersed. That telegram was to Mr. Russell, and it is the telegram which I put in in evidence to the Chairman. Immediately upon writing it, as it had relation to the case, I showed it to Mr. Owen's counsel.

406. Did any counsel appear before you for Walker at New Plymouth?—No.

407. Were you asked by any one to communicate with Mr. Russell?—No.

408. Was there any reason for urgency why you telegraphed?—In the first place, I did it so that there should be no mistake about it; that I should not forget it, and to get rid of the matter. There was another reason which might have actuated me—I do not know that it did, but it is an obvious reason—and it is this: That this took place on the 15th June; the land was through the Court; there was only from the 15th to the 30th during which signatures could be obtained lawfully to the lease under the certificate; and, therefore, it was obvious that whatever was done on the strength of the certificate would be done speedily. Hence the necessity for expressing my opinion as to the certificate by telegram instead of by letter.



409. Did that concern you, seeing that Walker was present?—Yes. I always refused to have communication with Walker on the subject. I recognised him through his solicitor.

410. Who appeared in support of Stockman or Walker's application?—They appeared themselves.

411. You had communication with them, then?—Yes, in a *quasi*-Court.

412. Who produced the original agreement produced to-day?—It was sent to me by book-post from Auckland.

413. It was not produced by Stockman?—No; Stockman never had it; I took care of that.

414. He did not produce it, at all events?—No.

415. You showed the telegram you wrote to Mr. Standish?—Yes; I did there and then.

416. Was it shown to him in confidence?—I said to him that I did show it to him in confidence.

417. Why?—Because I did not wish to be bothered with Walker.

418. Would not it have settled Walker if he had seen the telegram?—No; Walker could not judge of the legality of the thing.

419. I draw your attention to question No. 107 in printed evidence of last year, and your answer thereto?—In reply to question No. 107, in the second line, for "Standish," should appear "Stockman."

Mr. ARTHUR OWEN examined.

420. *Mr. Gray.*] Do you produce the letter from yourself and Stockman to the chief of Mokau Wetere to Rerenga?—Yes; it was written on the 10th June, 1887.

421. That letter was signed by both yourself and Stockman?—Yes.

422. Do you produce some original letters from Stockman to the native, Te Huia?—Yes; three letters dated the 4th, 8th, and 9th July, 1887.

423. These letters were sent by Stockman?—Yes.

424. Do you know anything of the circumstances under which Te Huia made a declaration, dated the 16th July, with reference to the execution of the leases?—I do not know anything about it.

425. Did you see the written agreement of September, 1881, when it was produced before Judge Wilson at Waitara?—I saw it at Waitara.

426. What month was that?—I think it was in October.

427. Had you seen it before?—Never.

428. Did you give notice to the Judge to impound the deed?—I did.

429. You produce a copy of the notice?—Yes.

430. Were leases to Walker produced before Judge Rawson, Trust Commissioner?—They were.

431. Did he pass them?—He did not.

432. Do you know why?—He did not care about passing them; he told me so himself.

433. Do you know if they were sent from his office?—They were withdrawn from Judge Rawson's officed and placed before Judge Wilson.

434. Did Judge Wilson certify without your knowledge?—He passed the Mangoira Block unknown to me.

435. Do you produce an application for a rehearing of Mangapapa from a Native named Koti Kau?—Yes.

436. You produce an application from the same Native for a rehearing of Mangoira Block?—Yes.

437. And you produce a copy of the Chief Judge's reply?—Yes; refusing to grant the application.

438. Do you produce a copy of the objections which were lodged with Judge Wilson to the granting of the certificates for the leases?—Yes.

439. Do you produce a copy of Koti Kau's objections produced to the Trust Commissioner?—Yes.

440. With reference to the telegram from Major Charles Brown, read this morning, do you know when Brown was first interested for Walker?—I think it was somewhere about June, 1887; he then commenced to negotiate for this land.

441. *The Chairman.*] He was acting, you say, for Walker?—Yes.

442. As agent?—As agent.

[The Chairman read a letter from Major Brown denying that he had ever acted as agent.]

443. *Mr. Gray.*] Do you also produce copies of the leases from the Natives to Walker of the Mangoira and Mangapapa Blocks?—Yes; I got them from Judge Rawson, Trust Commissioner.

---

THURSDAY, 5TH JULY, 1888.

Mr. ROBERT STUDHOLME THOMPSON, Licensed Interpreter, examined.

444. *Mr. Gray.*] You were interpreter to the Native Land Court which sat in New Plymouth in June, 1887?—Yes.

445. Do you remember the application of Stockman or Walker for a certificate before the Chief Judge?—Yes.

446. Had you had anything to do with Stockman or Walker immediately prior to the sitting of the Court in that month?—Do you mean in business?

447. Yes?—No, certainly not.

448. Were you concerned at all for Stockman or Walker during the sitting of the Court or shortly afterwards?—No.

449. Did you receive any directions from the Chief Judge in the matter at the sitting of the Court?—Yes.

450. What were they?—The Chief Judge told me there was nothing to prevent me, as an officer of the Court, trying to reconcile conflicting interests, because these people had been fighting among themselves—not only these two, but several more.

451. Did you then ask the Chief Judge's permission to act for anybody?—No.

452. Do you know why he gave you that permission?—Yes.

453. Why?—Because certain letters had been sent down to me from Auckland asking me to work for certain parties.

454. Were the parties Stockman or Walker?—Walker was the party I was asked to work for.

455. From whom did you receive the letter?—From a man named Charles Bailey.

456. In the matter of the Mangapapa or Mangaoira Block?—No block was mentioned; it was, generally, would I assist Mr. Walker in his case before the Court; that is all.

457. Did you, on that request, ask permission of the Chief Judge to work for Walker?—Certainly not. I took the letter to the Chief Judge and showed it to him as an officer of the Court. He said: You cannot work for any person, but there is nothing to prevent you, as an officer of the Court, trying to reconcile conflicting interests.

458. In your position as interpreter to the Court?—Yes.

459. Do you remember one day looking for Stockman?—Yes.

460. Why were you looking for him?—Because the Chief Judge told me to look for him.

461. Do you know what day that was?—I have no reason to recollect the day; I think it was the 14th or 15th June.

462. It would be the time the certificate was granted?—About that time.

463. How long prior to that did you receive this letter from Auckland from Bailey?—I could not say.

464. A fortnight?—Possibly a fortnight.

465. Did you know then that Stockman and Walker's interests were identical?—Certainly I did not. I did not know that Stockman's interests and Walker's interests were identical. Everybody seemed to have a claim on Stockman for something.

466. When did you know that Walker had obtained some interest through Stockman?—The Chief Judge ought to answer that.

467. When did you know?—When I interpreted for the Chief Judge.

468. When you received the letter from Bailey did you know what block Walker was interested in?—Certainly not.

469. When did you first ascertain what block he was interested in?—When I interpreted before the Chief Judge.

470. When was that?—I cannot give the date. I suppose the Chairman has the minutes of the Court before him. I had no private knowledge of it.

471. Did you do anything towards reconciling these conflicting interests?—Yes; I saw Walker.

472. When?—I do not know the date. Some time after the Chief Judge told me there was nothing to prevent me trying to reconcile conflicting interests I saw Walker and Stockman.

473. That was before the certificate was granted by the Chief Judge?—Of course, it must have been.

474. Did you not ascertain then what block Walker was interested in?—No; I did not take any notice what blocks they were. It appeared to me there was some lease between the two of them.

475. On this day, when you were looking for Stockman, did you see Owen?—Yes.

476. Was any one with Owen?—I saw many people.

477. Did you inquire of Owen where Stockman was?—Very likely I did.

478. Did you tell Owen why you wanted him?—Yes; that the Chief Judge wanted him, I think.

479. You said so?—Yes.

480. Did you say you had received any directions from the Chief Judge?—Yes; I had received directions from the Chief Judge to find Stockman.

481. Did you say that you had received any directions from the Chief Judge to work for Walker?—No; certainly not.

482. At that time you were engaged or had been engaged in trying to reconcile these conflicting interests?—Yes. My attempt was only one; and, when I saw they could not be reconciled, I did nothing else: that is, the interest between Stockman and Walker.

483. Did you say anything about the Chief Judge being not straight, or anything to that effect?—Certainly not. I never thought of anything of the kind.

484. I may tell you that Mr. Owen, Mr. Jones, and Mr. Gilmour have all declared that you told them or Owen, in the presence of the others, that you were directed by the Chief Judge to work for Walker, and that you added some remark not complimentary to the Chief Judge? Are you prepared to contradict these three witnesses?—Yes; I do contradict it.

485. You had known Walker previously?—For about twenty-five years.

486. Had you known Stockman previously?—Yes.

487. Have you had business relationship with Stockman or Walker, or either of them?—With Walker? No.

488. With Stockman?—Yes.

489. In connection with Mokau lands?—Yes.

490. Had you known that Stockman had attempted to acquire some interests in the Mokau lands?—I was with him when he acquired the land.

491. When?—1883.

492. What block or blocks to your knowledge had he acquired interest in?—There was no block mentioned.

493. Did you know what blocks were included, if not mentioned?—I did not know.

494. Did you know that Mangapapa and Mangoira were the blocks?—I did not know then.

495. Were you assisting Stockman to acquire these interests?—Yes; the land on the northern side of the river.

496. Did you ever see any written contract between Stockman and any Native?—No.

497. Between Stockman and anybody else?—I have seen a sort of statement of what Stockman was prepared to do. It was written to two Natives.

498. Did you ever see any contract between him and Messrs. Owen?—No, never.

499. Did you ever hear from Stockman that there was such a contract between Owen and Stockman?—Never.

500. Were you present when the application of Stockman came before the Chief Judge for a certificate?—I expect so. I was interpreter to the Chief Judge at that time.

501. Did Stockman produce any documents in support of his application?—I believe so; I suppose he did.

502. Can you remember what documents he produced?—No, I cannot, there were so many documents produced.

503. Then you had no communication with the Chief Judge since the sitting of the Court at New Plymouth?—In what way, in writing?

504. In connection with this petition, or any of the matters connected with the petition?—Certainly not. I met the Chief Justice in the street since then, and the matter was never mentioned.

505. When were you summoned to give evidence to-day?—Yesterday. I got a letter asking me to attend.

506. Was that the first request to attend?—Certainly it was.

507. Had you any communication from the Chairman of this Committee on Tuesday last?—I saw the Chairman on that day.

508. What time of the day did you see the Chairman?—In the morning.

509. Did the Chairman then request you to attend before the Committee?—No.

510. Did he tell you that I had requested him to summon you?—Yes.

511. Did you then explain to him the circumstances about the allegation?—Certainly not. I simply told him I was willing to attend without being subpoenaed at all.

512. *The Chairman.*] I would like to put a question to you, Mr. Thompson, with regard to the allegation which has been made. Did you say, in the presence of Mr. Jones, that the Chief Judge was "a bloody scoundrel"?—No. I was an officer of the Court, and it is not likely I would say such a thing.

513. Did he say that he told you to work for Walker and do what you could for him?—No, I never said such a thing.

514. *Major Jackson.*] Had you any communication with Mr. Gray, Mr. Owen, or Mr. Jones lately?—No; I have met Mr. Jones incidentally, but we had no talk about these matters.

*Mr. J. E. Macdonald:* I have read the evidence of Mr. R. S. Thompson, and say in reference to it: Mr. Thompson was engaged by the day to interpret in the Native Land Court. When not so occupied, he was at liberty to undertake any business not affecting the cases before the Court. My business under the Administration Act was not before the Court. With Mr. Thompson's evidence before me I cannot call to mind his having consulted me as to the propriety of his interfering in any business, but, had he done so, I should have expressed myself as above.

## APPENDIX.

### PETITION FROM ARTHUR OWEN.

To the Hon. the SPEAKER and MEMBERS of the HOUSE of REPRESENTATIVES of the Colony of New Zealand in Parliament assembled.

The petition of the undersigned Arthur Owen, of New Plymouth, in the Provincial District of Taranaki, in New Zealand, settler, humbly sheweth,—

1. THAT your petitioner, in the year 1882, commenced negotiations with certain aboriginal natives for the lease of certain lands on the north bank, Mokau, Provincial District of Auckland; that connected as a partner and agent with your petitioner was a half-caste person named George Stockman, who had informed your petitioner that he was a person of influence amongst the Natives.

2. That certain written and verbal agreements existed between your petitioner and George Stockman and the Natives; that certain sums of money were advanced by your petitioner to Stockman and to the Natives in connection with the negotiations.

3. That in 1883 an Act was passed prohibiting Native-land negotiations unless by a defined process of law; that in 1884 another Act was passed prohibiting any negotiations whatever in this territory. Both these Acts had had the effect of suspending any further negotiations by your petitioner with Stockman.

4. That in 1886 the Parliament passed the Native Lands Administration Act, which your petitioner believed would permit him to complete the negotiations.

5. That subsequently to the passing of the said Act in 1886 your petitioner again renewed

operations, and in the early part of June, 1887, effected a written agreement of partnership with Stockman in continuation of the previous arrangements.

6. That at the time of signing the written agreement last mentioned Stockman produced to your petitioner the agreement in the handwriting of your petitioner's brother, dated 1882, between the Natives and George Stockman and your petitioner, and informed your petitioner, in the presence of his solicitor and others, that applications had been made to the Chief Judge of Native Land Court for a certificate under section 24, "Native Lands Administration Act, 1886," upon that agreement; that he had no other agreement upon which the application could be made; that on appearing in person and by counsel before Chief Judge Macdonald, in New Plymouth, on the fifteenth day of June, 1887, respecting the application of certificates under the Native Lands Administration Act, to enable the completion of the transactions, your petitioner discovered that Stockman requested the Chief Judge to transfer the certificate to one Nevil Walker, who, with a half-caste woman that accompanies him, are well known in Native-land transactions in the North Island.

7. That it appeared that Nevil Walker was acting for Thomas Morrin and James Russell, of Auckland.

8. That your petitioner's counsel, Arthur Standish, Esq., strongly objected to the granting of the certificate to the said Nevil Walker, upon the grounds, *inter alia*, that the application for the same was made by George Stockman upon the agreement made between your petitioner, Stockman, and the Natives, and that Stockman was committing a fraud against your petitioner.

9. That upon the face of these representations and objections the Chief Judge granted the certificate to the said Nevil Walker, to the great injury of your petitioner.

10. That previously to the sitting of the Court on the fifteenth day of June your petitioner and others saw an officer of the Court, named Thompson, proceeding hastily over New Plymouth in search of Stockman; that this officer informed your petitioner and others that the Chief Judge wanted to see Stockman, and that he, the officer, was directed by the Chief Judge to "work" for Walker.

11. That during the argument by your petitioner's counsel, in opposition to the granting of the certificate to the said Nevil Walker, the Chief Judge, J. E. Macdonald, Esq., drew from his pocket a telegram, and, handing the same to Mr. Standish, used the words: "Here, Standish, is a confidential telegram from James Russell, of Auckland. That settles all."

12. That your petitioner has reason to believe that the said confidential telegram was hostile to his interest, and favourable to the interests of the said James Russell and of Thomas Morrin, who were employing the said Nevil Walker and the half-caste woman.

13. That these foregoing facts leave no option to your petitioner but to allege the belief that the Chief Judge was in private communication with both Stockman and Russell, hostile to your petitioner's interest.

14. That, consequent upon the granting of the said certificate, the said Nevil Walker has obtained Native signatures to certain alleged leases of land known as Mangoirā and Mangapapa, on the north bank, Mokau.

15. That every signature was obtained subsequently to the issue of the said certificate to absolutely new documents upon new transactions, and not in accordance with provisions of the Native Lands Administration Act, that provides for the completion of incomplete legal transactions only.

16. That the terms of the said alleged leases are for thirty years, with a covenant for renewal for another thirty years at any time; virtually a sixty years' lease, contrary to law.

17. That the alleged leases were placed before Mr. Rawson, Trust Commissioner, in New Plymouth; that your petitioner and others objected to the said leases.

18. That subsequently, unknown to your petitioner, the leases were removed from Mr. Rawson's office and placed before Judge Wilson, Trust Commissioner, who passed the lease known as Mangoirā, unknown to your petitioner.

19. That, upon requesting to see the agreement for the block known as Mangapapa, your petitioner and others discovered that a fraud had been committed, namely, that the name of Mare Kura, a Native woman, had recently been placed upon the agreement, and made to appear as if it had been placed on in 1881.

20. That this woman, Mare Kura, was the only lawful owner's name on this agreement.

21. That the fraud was committed by Charles Brown (Native agent), George Stockman, and Heremia. Your petitioner believes that Nevil Walker was a party to the fraud.

22. That your petitioner and others objected to the passing of lease known as Mangapapa upon various grounds; that the Natives also objected; but Judge Wilson ignored all objections and passed the block.

23. That the Justice of the Peace, Charles Brown, before whom the alleged leases were signed, is a Native land-dealer; that your petitioner believes that he held some pecuniary interest in securing the signatures to the alleged leases; that he obtained the signatures of three Natives personally, and paid them their moneys without any negotiator being present; that he was heard by several witnesses to solicit the signatures of certain Natives at Mokau; that he held private consultations at night with others, that induced them to sign; that he appeared before the Trust Commissioner, on behalf of Messrs. Russell and Morrin, and argued in support of the alleged leases signed in the presence of himself, and he produced a certain communication from James Russell to the Trust Commissioner; that he permitted the names of persons who had never seen the alleged leases, and who were residents in Waikato, to be attached by another Native to the said leases before the first day of July last; that authority for such signing was not possessed until some days after; that he permitted one Native to sign for others who were not present, knowing such to be contrary to law; and that in connection with the leases he induced a Native named Huia to commit a wilful perjury in an affidavit, in the office of one Mr. Hughes, solicitor, New Plymouth;

that he fraudulently placed a name upon the agreement for Mangapapa. Your petitioner cannot credit that any disinterested Justice of the Peace would act in such a manner.

24. That your petitioner is credibly informed that the said Nevil Walker and the half-caste woman, acting for Messrs. Russell and Morrin, have paid and promised to the said George Stockman certain large sums of money and other interest to assist them in acquiring the said lands, as against the interest of your petitioner.

25. That your petitioner is reliably informed that the said persons have paid and promised to the head chief of Mokau, Wetere te Rerenga, large sums of money and other interest to induce his people to sign the alleged leases, and generally to act favourably to the said Messrs. Russell and Morrin, as against the interest of your petitioner.

26. That your petitioner doth now allege and claim that he has a better right to the certificate from the Chief Judge than the person who obtained it, and that he had previously and still has as much claim on the consideration of Parliament to aid him in inquiring into and validating any agreement that he *bona fide* entered into, even if not strictly legal, yet on the same footing as almost every Native-land transaction is commenced, and certainly not in contravention of any statutes forbidding his dealings.

27. That your petitioner is credibly informed that some of the Natives of Mokau, not in the interest or with the knowledge of your petitioner, have applied for a rehearing of the proceedings in connection with the granting of the certificate by the Chief Judge on the fifteenth day of June, 1887, upon numerous and various tangible grounds, and that the application has been refused by the Chief Judge.

28. That your petitioner has been much injured by the action of Chief Judge Macdonald, Judge Wilson, and the other parties named.

29. That your petitioner doth pray that your honourable House may be pleased to direct that no legislation or action of the Government hostile to the claim of your petitioner may take place with respect to the Mangaira and Mangapapa Blocks, on the north bank, Mokau, until inquiry has been made and justice done.

30. That your petitioner doth humbly pray that your honourable House may be pleased to grant full and complete inquiry into the premises, and to grant such other or further relief as to its wisdom may seem meet.

And your humble petitioner, as in duty bound, will ever pray, &c.  
New Plymouth, 27th October, 1887.

ARTHUR OWEN.

#### TELEGRAMS.

—STANDISH, Esq., Solicitor, New Plymouth (or to be forwarded).—When arguing on behalf of Arthur Owen before Chief Judge Macdonald, did he produce a telegram from his pocket and hand it to you using these words, "Here, Standish, is a confidential telegram from James Russell, of Auckland; that settles all," or words to that effect.—W. KELLY, Chairman, Native Affairs Committee.

W. KELLY, Esq., M.H.R., Chairman, Native Affairs Committee, Wellington.—To the best of my recollection the telegram shown me by Chief Judge Macdonald was not one from James Russell.—ARTHUR STANDISH.

MR. THOMPSON, New Plymouth or Normanby (to be forwarded).—Did you on the 15th June last, when in search for Stockman, inform Arthur Owen that you were instructed by Chief Judge Macdonald to work for Nevill Walker, or words to that effect?—W. KELLY, Chairman, Native Affairs Committee.

W. KELLY, Native Affairs Committee, Wellington.—No. I was instructed to look for Stockman by the Chief Judge, and I had much trouble to find him, consequently asked many people if they had seen him. The only words any way approaching the words imputed to me were these, "I am doing nothing but what I am instructed to do by the Chief Judge." This would be in reply to Owen, who was constantly making accusations against all the officers of the Court, from the Judge downwards. I had been in New Plymouth a fortnight, and had been sent from Court to seek Stockman by the Chief Judge in the usual way when a person was wanted.—R. S. THOMPSON.

J. RUSSELL, Esq., Solicitor, Auckland.—For what term of years was Stockman's agreement when Chief Judge granted certificate?—W. KELLY, Chairman, Native Affairs Committee.

W. KELLY, Esq., M.H.R., Wellington.—Regret unable answer your telegram, as papers deposited Judge Wilson. I hope Committee will not decide without hearing all witnesses. Owen and Mokau Company are both outside the law and have no *locus standi*, the former having no interest and the latter illegally in possession. Walker and party have complied with the law, and have spent £1,000 after the Chief Judge's certificate, which they will claim from Government if Parliament prevent them acquiring title. Owen should be left to his action in Court, which is now pending.—JAMES RUSSELL.

J. RUSSELL, Esq., Solicitor, Auckland.—Certificates granted to Walker, but legality of procedure very doubtful.—J. E. MACDONALD.

[For additional Papers, *vide* I.—3B.]

[Approximate Cost of Paper.—Preparation, nil; printing (1,575 copies £14 4s.)