

WEDNESDAY, 30TH AUGUST, 1911.

TUITI MACDONALD sworn and examined. (No. 5.)

1. *The Chairman.*] What are you by occupation?—I am a farmer at present, and also a Native-land agent.

2. Where do you reside?—At Koputuroa.

3. Do you desire to make a statement to the Committee in reference to the paper that is being inquired into?—Yes. I should like, with the Committee's permission, to say a few words in connection with some letters that have appeared in the *Dominion* in connection with the Mokau matter. One was by Mr. H. D. Bell, and another was signed "Fairplay," of Otaki.

*The Chairman.* I am sorry to say we cannot deal with that matter just now.

4. *Mr. Massey.*] You are one of the owners of what is known as the Mokau Block?—No.

5. Have you been connected with the sale of the block to Mr. Herrman Lewis?—Yes.

6. When did you become connected with it?—Probably it would simplify matters if I were to give my evidence from the commencement of my connection with Mokau matters.

7. I am quite willing that you should do so?—Mr. Chairman and members of the Committee, my first connection with this case was before the Native Land Court at Te Kuiti, at the latter end of last year. There were several applications for partition before the Native Land Court, and two of the owners in Block 1F asked me to act on their behalf in partitioning Block 1H.

8. Which is Block 1H—is that the big block?—No, Block 1F is the big block; this is one of the smaller blocks. It comprises about 15,000 or 17,000 acres. When the case came before the Court for hearing—

9. *Hon. Mr. Ngata.*] What would be the date of that?—It would be about November, I should say—November or December of last year. When the case came before the Court a Native—Mr. Pepene Eketone, of Te Kuiti—stated that there was some trouble in connection with the block regarding some lease from the Natives to Mr. Joshua Jones, and that the Court could not proceed with the partition seeing that there was a lease hanging over this block—and not only over that particular portion, but the whole of the Mokau blocks. He contended that under the circumstances it would be useless for the Court to proceed with the partitioning. That was the first knowledge I had that there was such an encumbrance over the land. I contended that there was no information before the Court to enable it to take notice of the objection raised by Pepene Eketone. However, the Court ruled against me, and decided to dismiss the application. I then held a meeting with my clients to see what was our position.

10. *The Chairman.*] Will you state who your clients were at that time?—Rangiawhio *alias* Ngareta, of Mokau, who has two names in the title, and Aterea te Ahiwaha, who resides at Mahoe-nui. There were several others. I have not got their names here. Mr. Hardy has all our papers in connection with the matter, including the authorities signed by the Natives for me to act on their behalf. Those two natives whom I have named are, I take it, the principal owners in the block, as far as shares are concerned. As I was saying, we held a meeting to see what we should do in the matter.

11. *Mr. Massey.*] A meeting of whom?—Of my clients.

12. Only them?—Yes. It was decided that we should come to Wellington and go through the papers here and see if there was anything in the suggestion put forward by Pepene Eketone regarding the lease by Mr. Jones over the Mokau Block. We came down from Te Kuiti to Wellington.

13. *Hon. Mr. Ngata.*] At what time was this?—About two days after the dismissal of our application before the Native Land Court. It would be about December of last year. We had been in Wellington about two or three days when there appeared in the *Gazette* notice of an application by Mr. Herrman Lewis for the purchase of this block from the Natives—an application to call a meeting of assembled owners.

14. *Mr. Massey.*] The advertisement was inserted by the Maori Land Board?—Yes, it was an advertisement by the Maniapoto Land Board for the purpose of calling the owners together to see whether they would agree to the resolution.

15. *Mr. Herries.*] Here is the *Gazette* [handed to witness]: is that what you mean?—Yes. "Notice of Meeting of Owners under Part XVIII of the Native Land Act, 1909.—Regulation No. 48.—The Maori Land Board for the Waikato-Maniapoto Maori Land District hereby notifies that a meeting of the owners of the Mokau-Mohakatino No. 1F will be held, in pursuance of Part XVIII of the Native Land Act, 1909, at Te Kuiti, on Friday, the 6th day of January, 1911, at 2 o'clock in the afternoon, for the purpose of considering the following proposed resolution: 'That a proposed alienation (by way of sale) of the land, at a price to be decided at the meeting, be agreed to.' Dated at Auckland, this 19th day of December, 1910.—W. H. Bowler, President."

16. *Mr. Massey.*] Does that notice refer to the whole block?—No; this refers to Block 1F only. There are other notices respecting the other blocks in the same *Gazette*.

17. Are they all there?—Yes.

18. *Mr. Herries.*] What is the date of the *Gazette*?—The 22nd December.

19. *The Chairman.*] Proceed, please, Mr. Macdonald?—Whilst here with the Natives we saw the report by the Commissioners—Sir Robert Stout, Chief Justice, and Mr. Jackson Palmer, Chief Judge of the Native Land Court—which showed certain defects in the leases held by Mr. Joshua Jones over these blocks. In view of that report I advised the Natives to approach Mr. Bell and get his advice in connection with all the leases and the testing of their validity in the Supreme Court. We then approached Mr. Bell with the view of getting his opinion. At that time we heard that Mr. Skerrett was going to attend the next meeting of the Board. I said to the Natives, "Seeing that Mr. Skerrett is going to Te Kuiti in connection with Mokau matters, it would be advisable for us to get Mr. Bell's opinion on another question outside of the leases"—that was, concerning the Board's jurisdiction in dealing with the applications in several blocks. And that