1911.

NEW ZEALAND.

NATIVE AFFAIRS COMMITTEE:

MOKAU-MOHAKATINO BLOCK.

(MR. JENNINGS, CHAIRMAN.)

Report brought up on the 19th October, 1911, together with Minutes of Proceedings and Evidence and Appendix, and ordered to be printed.

ORDERS OF REFERENCE.

Extracts from the Journals of the House of Representatives.

FRIDAY, THE 4TH DAY OF AUGUST, 1911.

Ordered, "That Standing Order No. 219 be suspended, and that a Native Affairs Committee be appointed, consisting of twelve members, to consider all petitions, reports, returns, and other documents relating to the affairs specially affecting the Native race that may be brought before the House this Session, and from time to time to report thereon to the House, with power to call for persons and papers; three to be a quorum; the Committee to consist of Mr. Greenslade, Mr. Herries, Mr. Jennings, Mr. Kaihau, Mr. MacDonald, Mr. Mander, Hon. Mr. Ngata, Mr. Parata, Mr. Rhodes, Dr. Te Rangihiroa, Mr. Seddon, and the mover."—(Hon. Sir J. CARROLL.)

TUESDAY, THE 8TH DAY OF AUGUST, 1911.

Ordered, "That Paper No. 101G (G.–1., 1911), relative to the Mokau-Mohakatino Block, be referred to the Native Affairs Committee."—(Hon. Sir J. CARROLL.)

FRIDAY, THE 11TH DAY OF AUGUST, 1911.

Ordered, "That the name of Mr. Dive be added to the Native Affairs Committee."—(Hon. Sir J. CARROLL.)

REPORT.

(*a*.) THE Committee has made inquiry into the facts referred to in parliamentary paper G.–1.

(*b*.) Its purpose has been to ascertain the facts relating to the transactions of the Government in connection with the Mokau-Mohakatino Block, with special reference to Mr. Massey's comments thereon.

(*c*.) The following is a summary of the main facts set forth in the statement of the Government contained in the said parliamentary paper:—

1. In September, 1908, Mr. Herrman Lewis, the owner of the Mokau leases, formerly held by Mr. Joshua Jones, applied to the Native Minister for an inquiry by the Native Land Commission, consisting of the Chief Justice and the Hon. Mr. Ngata, into the circumstances relating to the block, with a view to having the area disposed of under the Native Land Settlement Act, 1907, the respective values of the interests of the Natives and the lessees to be determined by some independent tribunal.
2. In February, 1909, the Commission, then consisting of the Chief Justice and Chief Judge Palmer, dealt with the matter.

3. This Commission suggested that grave doubts existed as to the validity of the said leases, and reported against the adoption of the lessees' proposal.
4. On the 19th April, 1910, Mr. C. P. Skerrett, K.C., acting on behalf of the Native owners, gave notice to the Registrar-General of Lands, claiming £80,000 damages against the Assurance Fund, on the ground that the District Land Registrar had wrongly registered Mr. Jones's leases.
5. As the result of much negotiation, the Government decided that it was advisable to purchase the interest of the Natives and the lessees, which they believed could have been acquired for £1 per acre.
6. At this time the Government valuation of the whole block was £31,273, but the Government decided that it was advisable to have a further valuation made before it finally determined to purchase. This valuation was made by two Crown Lands Rangers from the New Plymouth office of the Lands Department, at the request of the Commissioner of Crown Lands, who acted under instructions from Mr. Kensington, Under-Secretary for Lands.
7. The Commissioner of Crown Lands, in sending to Mr. Kensington the Rangers' reports, advised that the Government could not safely pay more than £26,000 for the land.
8. Mr. Kensington then reported to the Government suggesting that it might be advisable, in order to have the area settled, to pay from £30,000 to £35,000 for the whole estate, but that there would be considerable risk of loss if more than £30,000 was paid.
9. The Government decided that in the face of these reports it could not pay the sum of £53,000 for the property.
10. The lessee then suggested to the Government that it should purchase the interests of the Natives, and acquire the interest of the lessee compulsorily.
11. After consideration, the Government determined that it would not adopt this course, because, owing to the difficult legal questions involved as to the validity of the leases, it would probably have to pay the Natives on the assumption that the title to the leases was doubtful, and the lessee on the assumption that the title was good. It was felt to be impossible to form a reliable estimate as to the amount of compensation the State might be called upon to pay.
12. On the 20th September, 1910, Mr. Skerrett, on behalf of the Natives, wrote to the Native Minister urging that an Order in Council should be issued under section 203 of the Native Land Act, 1909, permitting his clients to sell their interest to the lessee, undertaking that if the Crown agreed to this course the lessee would enter into an agreement to subdivide the land within three years from the date of purchase in areas not exceeding those prescribed in Part XII of the Native Land Act, 1909. Mr. Skerrett also suggested that if the Government agreed to this course it would be relieved from all claims by the Natives or the lessee upon the Assurance Fund.
13. On the 5th December, 1909, the Government resolved that an Order in Council should issue in accordance with Mr. Skerrett's application, being influenced mainly by the fact that this arrangement would secure immediate settlement of the Mokau-Mohakatino Block in small areas.
14. Formal application was then made, on behalf of the Natives and the lessee, for the issue of an Order in Council, under section 203, and also for the consent of the Native owners of the land, to a sale to the lessee of their interest for the sum of £25,000 cash.
15. These applications were dealt with in strict accordance with the Native Land Act and the regulations made thereunder, and finally the Natives agreed to the sale of their interest, and an Order in Council was issued permitting the sale to take effect.
16. For the purpose of this sale a fresh valuation of the block was made by the Valuation Department at the instance of the Maori Land Board, and the value of the whole estate was certified to be a little over £40,000.

At the request of the Committee, Mr. Massey made a statement setting out the facts relating to this matter which he thought called for inquiry. Mr. Massey's statement is as follows:—

"*Mr. Massey:* I had thought it would not be necessary for me to make a statement, seeing that the statements I made at Auckland and in the House have practically led up to the inquiry being held. However, I have committed to writing a statement of the position as it appears to me, and with your permission I propose to read it:—

"(1.) The Mokau-Mohakatino Blocks, consisting of 53,000 acres of land, were leased by Mr. Joshua Jones from the Native owners for fifty-six years from July, 1882.

"(2.) With the object of providing sufficient capital to develop the property, Mr. Jones mortgaged his interests to an English firm.

"(3.) In course of time the mortgagees foreclosed, and the property was sold in New Plymouth by order of the Registrar of the Supreme Court, and was bought in by the representatives of the mortgagees.

"(4.) The mortgagees, having become the owners of the leasehold interests, sold such interests privately to Mr. Herrman Lewis.

"(5.) Mr. Herrman Lewis mortgaged the property to the English firm from whom he had purchased it, or their representatives, for the amount of the purchase-money or thereabouts.

"(6.) Messrs. Findlay and Dalziell were solicitors for Mr. Herrman Lewis, and mortgagees of that individual's interest to the amount of £1,000.

"(7.) Mr. Herrman Lewis apparently approached the Government, through his solicitors or otherwise, and the result was that an Order in Council was issued so as to enable him to purchase the whole block from the Native owners, by so doing avoiding the provisions with regard to limitation of area in the Native Land Act, 1909.

"(8.) A meeting of 'assembled owners' was held at Te Kuiti, and an offer was made by Herrman Lewis to purchase the freehold. His offer was declined. Another meeting was held, and adjourned; and at the adjourned meeting it was decided to accept £25,000 in cash and £2,500 worth of shares in a company to be formed, for the freehold of the land. That works out to 10s. 4½d. per acre; and it has been stated that the meeting was not properly representative of the Native owners.

"(9.) A meeting of the Executive was held on the 15th March of this year, the Hon. James Carroll presiding, when it was agreed to authorize the alienation of the land referred to by Order in Council. A meeting of the Maori Land Board was held at Te Kuiti on the 22nd March, when the sale was confirmed, but the *Gazette* with the Order in Council was not published until the 30th March, or a week after the sale had been confirmed by the Maori Land Board.

"(10.) The company does not propose to part with its mineral rights to the new settlers, so that, with the other blocks of Native land in the same locality the leases of which are held by the company or members of the company, they will possess what will practically amount to a monopoly of the coal-bearing areas on the west coast of the Taranaki Provincial District."

Your Committee finds that the statement of the Government above referred to, contained in parliamentary paper G.–1, correctly sets out the facts relating to the Government's association with this transaction.

As to Mr. Massey's statement of the position, it correctly sets out the facts therein referred to and is in agreement with the statement of the Government except as to three minor matters:—

(1.) In clause 7, it is suggested that the limitation provisions of the Native Land Act were avoided by the issue of an Order in Council, whereas in fact the Order in Council was issued in accordance with such limitation provisions.

(2.) The statement in clause 8 to the effect that the meeting of Native owners therein referred to was not properly representative was disproved.

(3.) The statement in clause 10 to the effect that the company, or members of the company, will possess practically a monopoly of coal-bearing areas on the west coast of the Taranaki Provincial District was disproved.

The only additional facts which the Committee deems it necessary to refer to are that the lessee finally acquired the interest of the Natives in the blocks for the sum of £25,000 in cash and the sum of £2,500 in fully paid-up shares in a company having a capital of £100,000, formed to acquire the Mokau-Mohakatino Block and other properties.

Mr. Herrman Lewis, the lessee, sold all his interests in the Mokau-Mohakatino blocks (excepting an area of 7,000 acres, which are subject to certain sub-leases) to Mason Chambers for the sum of £71,000 in cash and £4,000 in fully paid-up shares in the company. The company purchased from Mason Chambers, paying in cash and shares in its capital the sum of £85,000.

The sum paid to the Natives for their interest in the land was greater than the actuarial value of the interests of the Natives burdened with the leases, assuming the purchase-money obtained by the lessee to be the true value of the block.

Suggestions were made before the Committee reflecting upon certain departmental officers concerned in this transaction, but your Committee is satisfied that these suggestions were entirely disproved.

Your Committee recommends that the report, together with the minutes of the proceedings and a copy of the evidence taken, be laid upon the table of the House and printed.

WM. T. JENNINGS, Chairman.

19th October, 1911.

MINUTES OF PROCEEDINGS.

WEDNESDAY, THE 16TH DAY OF AUGUST, 1911.

The Committee met at 11 a.m., pursuant to notice.

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Herries, Mr. MacDonald, Mr. Mander, Hon. Mr. Ngata, Mr. Parata, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

Paper No. G. 1, Mokau-Mohakatino Block.

Mr. Massey attended, and the method of procedure was discussed.

Mr. Massey then retired.

Resolved, on the motion of Mr. Herries, seconded by Mr. Dive, That Mr. Massey be heard and allowed to call, through the Chairman, for persons and papers.

Resolved, on the motion of Mr. Dive, That all evidence given by witnesses be on oath.

Resolved, on the motion of Mr. Dive, That the proceedings of the Committee be open to the Press.

Resolved, on the motion of Mr. Herries, That evidence given be taken down in shorthand by reporter.

Resolved, That first meeting in connection with the paper be on Friday, the 18th August, at 11 o'clock.

FRIDAY, THE 18TH DAY OF AUGUST, 1911.

The Committee met at 11 a.m., pursuant to notice.

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Herries, Mr. MacDonald, Mr. Mander, Hon. Mr. Ngata, Mr. Parata, Mr. Seddon, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

Mr. Massey attended, and, after some discussion, handed in a list of witnesses he would require to be called.

The list read as follows: Mr. Joshua Jones; the Chairman, Maniapoto Land Board (with minutes and correspondence); Mr. Herrman Lewis; Mr. H. D. Bell, Solicitor; Mr. Tuiti Macdonald, Otaki; Mr. E. H. Hardy, Surveyor, Te Kuiti.

Mr. Massey then withdrew.

Resolved, on the motion of the Hon. Sir James Carroll, That the witnesses be summoned for Tuesday, the 22nd August, and Wednesday, the 23rd August.

Resolved, That the opening statement by Mr. Massey be heard on Tuesday, the 22nd August, at 11 o'clock.

The Committee then adjourned.

TUESDAY, THE 22ND AUGUST, 1911.

The Committee met at 11 a.m., pursuant to notice.

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Herries, Mr. MacDonald, Mr. Mander, Hon. Mr. Ngata, Mr. Parata, Mr. Seddon, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

A letter from Mr. Joshua Jones, who had been summoned as a witness, was read.

Action with regard to same was postponed.

On the motion of the Chairman it was Resolved that the evidence taken be laid upon the Table of the House and printed.

Resolved, That Mr. Massey be heard, but that no witnesses be called to-day.

Mr. Massey then attended, and the representatives of the Press were admitted.

The Chairman drew the attention of the Committee to a Press Association report which appeared in the *New Zealand Herald* of Saturday, the 19th August.

Mr. Massey made a statement, and was questioned by the Hon. Sir James Carroll, the Hon. Mr. Ngata, and the Chairman.

Mr. Massey also requested that two further witnesses be called, viz., F. Rattenbury, of Tongaporutu, and Te Oro, of Tongaporutu.

The Committee then adjourned.

WEDNESDAY, THE 23RD DAY OF AUGUST, 1911.

Mr. Massey attended, and the representatives of the Press were admitted

Mr. Massey called Mr. Joshua Jones, who was sworn, and made a statement in reply to questions put by Mr. Massey, and produced exhibits numbered 1 to 8.

The Committee then deliberated, and it was resolved to ask Mr. Bell to be in attendance at 11 a.m. to-morrow, Thursday morning, the 24th August.

The Committee then adjourned.

THURSDAY, THE 24TH DAY OF AUGUST, 1911.

The Committee met at 11 a.m., pursuant to notice.

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Greenslade, Mr. Herries, Mr. MacDonald, Mr. Mander, Hon. Mr. Ngata, Mr. Parata, Mr. Seddon, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

A letter was read from Mr. Dalziell (of Findlay, Dalziell, and Co.) requesting to be allowed to attend and cross-examine any witnesses who may comment upon the acts of any member of his firm in the matter.

Resolved, That Mr. Dalziell be informed that he may attend and deal with any statement made concerning his firm.

Resolved, on the motion of Mr. Herries, that copies be obtained from Land Transfer Office of all transactions in connection herewith.

Resolved, on the motion of the Hon. Sir James Carroll, That the Press be requested to report evidence only.

Mr. Massey then attended, and the representatives of the Press were admitted.

The Chairman drew the attention of the Press to the resolution passed with reference to their reports.

Mr. Massey requested, on behalf of Mr. Joshua Jones, that the latter should be admitted while evidence was being given.

The request was granted.

Mr. Massey then called Mr. Francis Henry Dillon Bell, solicitor, Wellington, who was sworn, and made a statement, and was questioned by members of the Committee and by Mr. Massey and Mr. Dalziell, and handed in exhibits numbered 9, 10, 11, and 12.

The Chairman announced that the inquiry would be resumed on Wednesday next, the 30th August, at 11 a.m.

WEDNESDAY, THE 30TH DAY OF AUGUST, 1911.

The Committee met at 11 a.m., pursuant to notice.

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Greenslade, Mr. Herries, Hon. Mr. Ngata, Mr. Parata, Mr. Seddon, Mr. Mander, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

Paper No. G. 1, Mokau-Mohakatino Block.

The following correspondence was read by the Clerk: Letter from Mr. Joshua Jones; telegram from Mr. Herrman Lewis; letter from Mr. F. H. D. Bell; letter from Mr. Joshua Jones; letter from Assistant Land Registrar, New Plymouth, enclosing copy of registers.

Resolved, That, in accordance with a request in Mr. Bell's letter, he be allowed to strike out a certain pasage given in his evidence.

Resolved, That as Mr. Joshua Jones has refused to sign the copy of his evidence submitted to him, it be printed without his signature.

Mr. Massey then attended, and the representatives of the Press were admitted.

Mr. Dalziell and Mr. Joshua Jones also attended.

Mr. Tuiti Macdonald was called and sworn, and made a statement, and was questioned by members of the Committee and by Mr. Massey, and produced exhibit numbered 13.

The Committee then adjourned until Thursday, the 31st day of August at 11 a.m.

THURSDAY, THE 31ST DAY OF AUGUST, 1911.

The Committee met at 11 a.m., pursuant to notice.

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Greenslade, Mr. Herries, Mr. Mander, Hon. Mr. Ngata, Mr. Parata, Mr. Seddon, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

Paper No. G. 1, Mokau-Mohakatino Block.

Mr. Massey attended, and the representatives of the Press were admitted.

Mr. Dalziell and Mr. Joshua Jones also attended.

Mr. Greenslade drew the attention of Mr. Massey and the Committee to a report of a statement made by Mr. Massey to a representative of the *New Zealand Herald* and published in that paper on the 29th August, and commented upon it.

Mr. Walter Harry Bowler, President of the Waikato-Maniapoto Maori Land Board, was called and sworn, and gave evidence in reply to questions by Mr. Massey and members of the Committee, and produced exhibits numbered 14 to 27, both inclusive.

The examination of Mr. Bowler had not been completed when the Committee adjourned until Friday, the 1st September, at 11 a.m.

FRIDAY, 1ST SEPTEMBER, 1911.

THE Committee met at 11 a.m., pursuant to notice.

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Greenslade, Mr. Herries, Hon. Mr. Ngata, Mr. Mander, Mr. Parata, Mr. Seddon, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

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Paper No. G.–1, Mokau-Mohakatino Block.

After discussion with regard to the payment of witnesses' expenses it was resolved that the matter stand over for the time being.

Mr. Massey then attended, and the representatives of the Press were admitted.

Mr. Dalziell and Mr. Joshua Jones also attended.

The examination of Mr. Walter Harry Bowler was continued, and he was questioned by members of the Committee and by Mr. Massey, and produced exhibits numbered 28, 29, and 30.

Mr. Edwin Henry Hardy was called and sworn, and gave evidence in reply to questions by Mr. Massey. His examination had not concluded when the Committee adjourned until Tuesday, 5th September, at 10.30 a.m.

TUESDAY, 5TH SEPTEMBER, 1911.

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

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Herries, Mr. Mander, Hon. Mr. Ngata, Mr. Parata, Mr. Seddon, Dr. Te Rangihiroa.

Minutes of meeting of Sub-Committee, and of previous meeting of Committee, were read and confirmed.

Paper No. G.–1, Mokau-Mohakatino Block.

A telegram from Pirika Hoihoi and others was read, and was received by the Committee.

Mr. Massey then attended, and the representatives of the Press were admitted.

Mr. Dalziell and Mr. Joshua Jones also attended.

The examination of Mr. E. H. Hardy was continued. Witness was questioned by Mr. Massey and members of the Committee, and produced exhibits numbered 31 and 32.

At 12.55 p.m. it was resolved that the witness be further examined to-morrow, Wednesday, the 6th September, at 10.30 a.m.

The Committee then deliberated, Mr. Massey being invited to remain. Mr. Massey intimated that he would require to call Mr. Loughnan.

The Committee then adjourned.

WEDNESDAY, 6TH SEPTEMBER, 1911.

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

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Herries, Mr. Mander, Hon. Mr. Ngata, Mr. Parata, Mr. Seddon, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

Paper No. G.–1, Mokau-Mohakatino Block.

Mr. Massey attended, and the representatives of the Press were admitted.

Mr. Dalziell and Mr. Joshua Jones also attended.

The examination of Mr. E. H. Hardy was continued. The witness was questioned by members of the Committee, Mr. Massey, Mr. Joshua Jones, and Mr. Dalziell.

Mr. Robert McNab was sworn and made a statement, and was questioned by members of the Committee and by Mr. Massey, and produced exhibits numbered 33, 34, 35, and 36.

The Committee deliberated and then adjourned until to-morrow, Thursday morning, the 7th September, at 10.30 a.m.

THURSDAY, 7TH SEPTEMBER, 1911.

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

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Greenslade, Mr. Herries, Mr. Mander, Hon. Mr. Ngata, Mr. Parata, Mr. Seddon, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

Paper No. G.–1, Mokau-Mohakatino Block.

Letter from the Assistant Land Registrar, forwarding documents (Exhibit No. 37), was read.

Mr. Massey then attended, and the representatives of the Press were admitted.

Mr. Dalziell and Mr. Joshua Jones also attended.

Frank Rattenbury was called and sworn, and gave evidence in reply to questions by Mr. Massey and members of the Committee.

Te Oro Watihi was called and sworn, and gave evidence in reply to questions by Mr. Massey and members of the Committee.

Herrman Lewis was called and made an affirmation, and was questioned by members of the Committee and Mr. Massey.

The examination of the witness had not concluded at 12.55 p.m., and the Chairman announced that the inquiry would be proceeded with at 10.30 a.m. on Tuesday, the 12th September.

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The Committee then adjourned.

TUESDAY, 12TH SEPTEMBER, 1911.

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

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Greenslade, Mr. Herries, Mr. MacDonald, Mr. Mander, Hon. Mr. Ngata, Mr. Parata, Dr. Te Rangihiroa.

Minutes of meeting of Sub-Committee, and of previous meeting of Committee, were read and confirmed.

Paper No. G.–1, Mokau-Mohakatino Block.

Letters were read from the President, Waikato-Maniapoto Maori Land Board, and Mr. Joshua Jones.

Resolved, that the clerk be instructed to inform Mr. Jones that he cannot be heard as a principal or by counsel in connection with the inquiry.

The Chairman read a telegram from Mr. Herrman Lewis intimating that he would be unable to attend to complete his evidence until Thursday or Friday next.

Mr. Massey was then invited to join the Committee, and after discussion it was resolved that the inquiry be adjourned until Wednesday, the 13th September, at 10.30 a.m., the following witnesses to be requested to be in attendance: Paeroroku Rikihana and Mr. F. G. Dalziell.

Resolved, That Mr. Kensington and Mr. T. W. Fisher be summoned for Thursday, the 14th September.

WEDNESDAY, 13TH SEPTEMBER, 1911.

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

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Greenslade, Mr. Herries, Mr. MacDonald, Mr. Mander, Hon. Mr. Ngata, Mr. Parata, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

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Paper No. G.–1, Mokau-Mohakatino Block.

Letter from Registrar, Native Land Court, Auckland, enclosing list of names of owners (Exhibit No. 39), was read.

Paeroroku Rikihana, of Otaki, was called and sworn, and gave evidence in reply to questions by members of the Committee and Mr. Massey.

Frederick George Dalziell was called and sworn, and made a statement, and produced exhibits numbered 40 to 48, both inclusive.

Mr. Dalziell had not completed his statement when the Committee adjourned until Thursday morning, the 14th September, at 10.30 a.m.

THURSDAY, 14TH SEPTEMBER, 1911.

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

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Greenslade, Mr. Herries, Mr. MacDonald, Mr. Mander, Hon. Mr. Ngata, Mr. Parata, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

Paper No. G.–1, Mokau-Mohakatino Block.

Mr. Massey and Mr. Joshua Jones attended, and the representatives of the Press were present.

Frederick George Dalziell continued his statement, and was afterwards questioned by members of the Committee, and produced exhibits numbered 49 and 50.

The cross-examination of Mr. Dalziell had not been completed when the Chairman announced that the inquiry would be resumed on Friday, the 15th September, at 11 a.m.

The Committee then adjourned until 10.30 a.m. to-morrow, Friday, the 15th September.

FRIDAY, 15TH SEPTEMBER, 1911.

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

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Greenslade, Mr. Herries, Mr. MacDonald, Hon. Mr. Ngata, Mr. Parata, Mr. Seddon, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

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Paper No. G.–1, Mokau-Mohakatino Block.

A letter was read from J. D. Ritchie, Chairman, Board of Land Purchase Commissioners.

Mr. Massey, Mr. Joshua Jones, and representatives of the Press attended.

The cross-examination of Frederick George Dalziell was concluded, the witness being questioned by members of the Committee and by Mr. Massey.

Herrman Lewis was next called, his examination, which was commenced on the 7th September, being concluded.

The Chairman announced that the inquiry would be resumed on Wednesday, the 20th September, at 10.30 a.m.

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The Committee then adjourned.

WEDNESDAY, 20TH SEPTEMBER, 1911.

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

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Herries, Mr. MacDonald, Mr. Mander, Hon. Mr. Ngata, Mr. Parata, Mr. Seddon, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

Paper No. G.–1, Mokau-Mohakatino Block.

Mr. Massey and Mr. Joshua Jones attended, and representatives of the Press were present.

Archibald William Blair, solicitor, Wellington (of Messrs. Chapman, Skerrett, Wylie, and Tripp), was called and sworn, and made a statement, and was questioned by members of the Committee and by Mr. Massey, and produced exhibits numbered 51 and 52.

William Charles Kensington, Under-Secretary for Lands, was called and sworn and made a statement, and was questioned by members of the Committee and by Mr. Massey, and produced exhibits numbered 53 to 92, both inclusive.

The Committee then adjourned.

THURSDAY, 21ST SEPTEMBER, 1911.

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

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Herries, Hon. Mr. Ngata, Mr. Parata, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

Paper No. G.–1, Mokau-Mohakatino Block.

A letter from Mr. Kensington, Under-Secretary for Lands, enclosing a lithograph, was read (Exhibit No. 93).

Mr. Massey, Mr. Joshua Jones, and representatives of the Press attended.

Thomas William Fisher, Under-Secretary for Native Affairs, was called and sworn and made a statement, and was questioned by members of the Committee and by Mr. Massey, and produced exhibits numbered 94, 95, and 96.

The Committee then deliberated.

Resolved, on the motion of Mr. Herries, That Mr. Joshua Jones may be allowed to make a statement strictly confined to matters which have been mentioned in the course of the taking of evidence.

The Committee then adjourned until Friday, the 22nd September, at 11 a.m.

FRIDAY, 22ND SEPTEMBER, 1911.

The Committee met at 11 a.m., pursuant to notice.

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Greenslade, Mr. Herries, Mr. MacDonald, Hon. Mr. Ngata, Mr. Parata, Mr. Rhodes, Mr. Seddon, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

Paper No. G.–1, Mokau-Mohakatino Block.

The following correspondence was read: Letter from Joshua Jones; letter from the Speaker, enclosing letter from Joshua Jones; letter from Joshua Jones forwarded by the Speaker.

Resolved, on the motion of the Hon. Mr. Ngata, That the letter from Joshua Jones, forwarded by the Speaker, be received.

The clerk was instructed to inform Mr. Joshua Jones that the Committee will be prepared to hear his statement on Tuesday, the 26th September, at 10.30 a.m., and to direct his particular attention to the resolution adopted by the Committee on Thursday, the 21st September.

TUESDAY, 26TH SEPTEMBER, 1911.

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

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Greenslade, Mr. Herries, Mr. MacDonald, Hon. Mr. Ngata, Mr. Parata, Mr. Rhodes, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

Paper No. G.–1, Mokau-Mohakatino Block.

The following correspondence was read by the clerk: Letter from W. C. Kensington, Under-Secretary for Lands (Exhibit No. 97); letter from W. C. Kensington, Under-Secretary for Lands (Exhibit No. 98); letter from Joshua Jones.

Mr. Massey attended, and representatives of the Press were present.

Joshua Jones was called, and a discussion ensued with regard to the nature of the statement to be made by him.

Resolved, That the statement of Joshua Jones be heard on Thursday, the 28th September, at 10.30 a.m., such statement to be made with regard to events subsequent to the purchase by Herrman Lewis, but Mr. Jones to be allowed to refer briefly to the findings of the Stout-Palmer Commission.

The Chairman read a telegram received by him from David Whyte.

Mr. Massey handed to the Chairman a letter he had received from F. Rattenbury.

The Chairman announced that the inquiry would be resumed on Thursday, the 28th September, at 10.30 a.m.

THURSDAY, 28TH SEPTEMBER, 1911.

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

Present: Mr. Jennings (Chairman), Hon. Sir James Carroll, Mr. Dive, Mr. Greenslade, Mr. Herries, Hon. Mr. Ngata, Mr. Parata, Mr. Rhodes, Mr. Seddon, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

Paper No. G.–1, Mokau-Mohakatino Block.

Mr. Massey attended, and representatives of the Press were present.

Mr. Joshua Jones was called, and sworn, and read a statement, and handed in exhibits numbered 99 to 109, both inclusive.

A telegram was received by the Chairman from David Whyte, intimating that he did not intend to give evidence before the Committee.

The Committee then adjourned.

THURSDAY, 12TH OCTOBER, 1911.

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

Present: Mr. Jennings (Chairman), Hon. Sir J. Carroll, Mr. Dive, Mr. Greenslade, Mr. Herries, Hon. Mr. Ngata, Mr. Parata, Mr. Rhodes, Mr. Seddon, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

Paper No. G.–1, Mokau-Mohakatino Block

After deliberation as to whether the inquiry should be reopened to enable examination of Mr. Massey with regard to a statement reported to have been made by him in his speech at Levin, the Chairman moved, That the inquiry be reopened on this particular point.

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

Ayes, 5.—Hon. Sir J. Carroll, Hon. Mr. Ngata, Mr. Parata, Dr. Te Rangihiroa, the Chairman.

Noes, 2.—Mr. Dive, Mr. Herries.

Resolved, That the inquiry be reopened on this particular point.

Mr. Massey was then invited to attend, and representatives of the Press and Mr. Joshua Jones were admitted.

Mr. Massey replied to questions put by the Hon. Sir J. Carroll.

WEDNESDAY, 18TH OCTOBER, 1911.

The Committee met at 10 a.m. pursuant to notice.

Present: Mr. Jennings (Chairman), Hon. Sir J. Carroll, Mr. Dive, Mr. Greenslade, Mr. Herries, Mr. MacDonald, Hon. Mr. Ngata, Mr. Parata, Mr. Rhodes, Mr. Seddon, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

Deliberation *re* Paper No. G.–1, Mokau-Mohakatino Block.

Resolved, on the motion of Mr. Herries, That the expenses of witnesses who were summoned be paid according to the Government scale.

Revision of accounts to be left in the hands of the Chairman.

The Chairman informed the Committee that a draft report had been prepared and would be submitted to the Committee

Resolved, That the draft report be read and discussed in clauses.

Clause (*a*). "The Committee has made inquiry into the facts referred to in parliamentary paper G.-1."

Agreed to.

Clause (*b*). "The purpose has been to ascertain the facts relating to the transactions of the Government in connection with the Mokau-Mohakatino Block, with special reference to Mr. Massey's comments thereon."

Agreed to.

Clause (*c*). "The following is a summary of the main facts set forth in the statement of the Government contained in the said parliamentary paper :—

"1. In September, 1908, Mr. Herrman Lewis, the owner of the Mokau leases, formerly held by Mr. Joshua Jones, applied to the Native Minister for an inquiry by the Native Land Commission, consisting of the Chief Justice and the Hon. Mr. Ngata, into the circumstances relating to the block, with a view to having the area disposed of under the Native Land Settlement Act, 1907, the respective values of the interests of the Natives and the lessees to be determined by some independent tribunal."

Agreed to.

"2. In February, 1909, the Commission, then consisting of the Chief Justice and Chief Judge Palmer, dealt with the matter."

Agreed to.

"3. This Commission suggested that grave doubts existed as to the validity of the said leases, and reported against the adoption of the lessees' proposal."

Agreed to.

"4. On the 19th April, 1910, Mr. C. P. Skerrett, K.C., acting on behalf of the Native owners, gave notice to the Registrar-General of Lands, claiming £80,000 damages against the Assurance Fund, on the ground that the District Land Registrar had wrongly registered Mr. Jones's leases."

Resolved, That consideration of this section be postponed.

"5. As the result of much negotiation, the Government decided that it was advisable to purchase the interest of the Natives and the lessees, which they believed could have been acquired for £1 per acre."

Agreed to.

"6. At this time the Government valuation of the whole block was £31,273, but the Government decided that it was advisable to have a further valuation made before it finally determined to purchase. This valuation was made by two Crown Lands Rangers from the New Plymouth office of the Lands Department, at the request of the Commissioner of Crown Lands, who acted under instructions from Mr. Kensington, Under-Secretary for Lands."

Agreed to.

"7. The Commissioner of Crown Lands, in sending to Mr. Kensington the Rangers' reports, advised that the Government could not safely pay more than £26,000 for the land."

Agreed to.

"8. Mr. Kensington then reported to the Government suggesting that it might be advisable, in order to have the area settled, to pay from £30,000 to £35,000 for the whole estate, but that there would be considerable risk of loss if more than £30,000 was paid."

Agreed to.

"9. The Government decided that in the face of these reports it could not pay the sum of £53,000 for the property."

Agreed to.

"10. The lessee then suggested to the Government that it should purchase the interests of the Natives, and acquire the interest of the lessee compulsorily."

Agreed to.

"11. After consideration, the Government decided that it would not adopt this course, because, owing to the difficult legal questions involved as to the validity of the leases, it would probably have to pay the Natives on the assumption that the title to the leases was doubtful, and the lessees on the assumption that the title was good. It was felt to be impossible to form a reliable estimate as to the amount of compensation the State might be called upon to pay."

Agreed to.

"12. On the 20th September, 1910, Mr. Skerrett, on behalf of the Natives, wrote to the Native Minister urging that an Order in Council should be issued under section 203 of the Native Land Act, 1909, permitting his clients to sell their interests to the lessee, undertaking that if the Crown agreed to this course the lessee would enter into an agreement to subdivide the land within three years from the date of purchase in areas not exceeding those prescribed in Part XII of the

Native Land Act, 1909. Mr. Skerrett also suggested that if the Government agreed to this course it would be relieved from all claims by the Natives or the lessee upon the Assurance Fund."

Agreed to.

"13. On the 5th December, 1909, the Government resolved that an Order in Council should issue in accordance with Mr. Skerrett's application, being influenced by the fact that this arrangement would secure immediate settlement of the Mokau-Mohakatino Block in small areas."

Agreed to.

"14. Formal application was then made, on behalf of the Natives and the lessee, for the issue of an Order in Council, under section 203, and also for the consent of the Native owners of the land, to a sale to the lessee of their interest for the sum of £25,000 cash."

Agreed to.

"15. These applications were dealt with in strict accordance with the Native Land Act and the regulations made thereunder, and finally the Natives agreed to the sale of their interest, and an Order in Council was issued permitting the sale to take effect."

Agreed to.

"16. For the purpose of this sale, a fresh valuation of the block was made by the Valuation Department at the instance of the Maori Land Board, and the value of the whole estate was certified to be a little over £40,000."

Agreed to.

At the request of the Committee, Mr. Massey made a statement setting out the facts relating to this matter which he thought called for inquiry.

Mr. Massey's statement is as follows:—

"*Mr. Massey:* I had thought it would not be necessary for me to make a statement, seeing that the statements I made at Auckland and in the House have practically led up to the inquiry being held. However, I have committed to writing a statement of the position as it appears to me, and with your permission I propose to read it:—

"(1.) The Mokau-Mohakatino Blocks, consisting of 53,000 acres of land, were leased by Mr. Joshua Jones from the Native owners for fifty-six years from July, 1882.

"(2.) With the object of providing sufficient capital to develop the property, Mr. Jones mortgaged his interests to an English firm.

"(3.) In course of time the mortgagees foreclosed, and the property was sold in New Plymouth by order of the Registrar of the Supreme Court, and was bought in by the representatives of the mortgagees.

"(4.) The mortgagees, having become the owners of the leasehold interests, sold such interests privately to Mr. Herrman Lewis.

"(5.) Mr. Herrman Lewis mortgaged the property to the English firm from whom he had purchased it, or their representatives, for the amount of the purchase-money or thereabouts.

"(6.) Messrs. Findlay and Dalziell were solicitors for Mr. Herrman Lewis, and mortgagees of that individual's interest to the amount of £1,000.

"(7.) Mr. Herrman Lewis apparently approached the Government, through his solicitors or otherwise, and the result was that an Order in Council was issued so as to enable him to purchase the whole block from the Native owners, by so doing avoiding the provisions with regard to limitation of area in the Native Land Act, 1909.

"(8.) A meeting of 'assembled owners' was held at Te Kuiti, and an offer was made by Herrman Lewis to purchase the freehold. His offer was declined. Another meeting was held, and adjourned; and at the adjourned meeting it was decided to accept £25,000 in cash, and £2,500 worth of shares in a company to be formed, for the freehold of the land. That works out to 10s. 4½d. per acre; and it has been stated that the meeting was not properly representative of the Native owners.

"(9.) A meeting of the Executive was held on the 15th March of this year, the Hon. James Carroll presiding, when it was agreed to authorize the alienation of the land referred to by Order in Council. A meeting of the Maori Land Board was held at Te Kuiti on the 22nd March, when the sale was confirmed, but the *Gazette* with the Order in Council was not published until the 30th March, or a week after the sale had been confirmed by the Maori Land Board.

"(10.) The company does not propose to part with its mineral rights to the new settlers, so that, with the other blocks of Native land in the same locality the leases of which are held by the company or members of the company, they will possess what will practically amount to a monopoly of the coal-bearing areas on the west coast of the Taranaki Provincial District."

"Your Committee finds that the statement of the Government above referred to contained in parliamentary paper G.–1 correctly sets out the facts relating to the Government's association with this transaction.

Agreed to.

The Committee then adjourned until Thursday, the 19th day of October, at 10.30 a.m.

THURSDAY, 19TH OCTOBER, 1911.

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

Present: Mr. Jennings (Chairman), Hon. Sir J. Carroll, Mr. Dive, Mr. Greenslade, Mr. Herries, Mr. MacDonald, Hon. Mr. Ngata, Mr. Parata, Mr. Rhodes, Mr. Seddon, Dr. Te Rangihiroa.

Minutes of previous meeting were read and confirmed.

Paper No. G.–1, Mokau-Mohakatino Block.

The Committee proceeded with the consideration of the draft report.

"As to Mr. Massey's statement of the position, it correctly sets out the facts therein referred to, and is in agreement with the statement of the Government except as to three minor matters."

Agreed to.

"1. In clause 7 it is suggested that the limitation provisions of the Native Land Act were avoided by the issue of an Order in Council, whereas in fact the Order in Council was issued in accordance with such limitation provisions."

Agreed to.

"2. The statement in clause 8 to the effect that the meeting of Native owners therein referred to was not properly representative was disproved."

Agreed to.

"3. The statement in clause 10 to the effect that the company or members of the company will possess practically a monopoly of coal-bearing areas on the west coast of the Taranaki Provincial District was disproved."

Agreed to.

"The only additional facts which the Committee deems it necessary to refer to are that the lessee finally acquired the interest of the Natives in the blocks for the sum of £25,000 in cash and the sum of £2,500 in fully paid-up shares in a company having a capital of £100,000, formed to acquire the Mokau-Mohakatino Block and other properties."

Agreed to.

"Mr. Herrman Lewis, the lessee, sold all his interests in the Mokau-Mohakatino blocks (excepting an area of about 7,000 acres which are subject to certain subleases) to Mason Chambers for the sum of £71,000 in cash and £4,000 in fully paid-up shares in the said company. The company purchased from Mason Chambers, paying in cash and shares in its capital the sum of £85,000."

Agreed to.

"The sum paid to the Natives for their interest in the land was greater than the actuarial value of the interests of the Natives burdened with the leases, assuming the purchase-money obtained by the lessee to be the true value of the block."

Agreed to.

"Suggestions were made before the Committee reflecting upon certain departmental officers concerned in this transaction, but your Committee is satisfied that these suggestions were entirely disproved."

Agreed to.

Postponed section.

Section 4 of clause (*c*) was then reconsidered. Mr. Herries moved to amend the section by striking out the figures £80,000, with a view to inserting the words "a large amount as" in lieu thereof.

The amendment was negatived on the voices.

Resolved, That the section as read stand part of the report.

The Chairman moved, That the following clause be added:—

"That the Committee has found from evidence given that a Civil servant is acting as trustee for a land company, and will receive, directly or indirectly, payment for such trusteeship. It was further shown in evidence that this instance is not singular. The Committee is of opinion that it is not desirable that any Civil servant should be placed in such a position, even though it is clear that in this case it was done with full authority from the Department, which agreed, after receiving legal advice, to the arrangement."

The motion was lost on the voices.

Resolved, That the Chairman report the findings of the Committee to the House, with a recommendation that the report, together with the minutes of proceedings and copy of evidence taken, be laid upon the table of the House and printed.

MINUTES OF EVIDENCE.

FRIDAY, 18TH AUGUST, 1911.

WILLIAM FERGUSON MASSEY, M.P., in attendance. (No. 1.)

The Chairman: The Committee are prepared to hear you now, Mr. Massey, in regard to what line you take up.

Mr. Massey: Well, Mr. Chairman, I understand, of course, that the object in referring this matter to the Committee was that the fullest possible inquiry might be made into the whole transaction. It is quite true that by including my speech and making it a parliamentary paper I have been made a party to the inquiry. To that I have no objection—I approve of it rather than otherwise; and it seems to me that all I have got to do now—I do not want to narrow the inquiry in any way; very much the reverse—is to give you a list of men whom I propose to call, and to suggest, if it is not irrelevant, that the inquiry should be open to the Press——

The Chairman: That has already been decided upon.

Mr. Massey: —and that the witnesses be examined on oath.

The Chairman: That too has been decided on.

Mr. Massey: I am glad to hear it. I would also suggest that in the usual way the evidence be taken down and printed. These are the persons whom I should like called as witnesses——

Hon. Sir J. Carroll: Before giving the names of witnesses I think Mr. Massey might give us some lead as to the course he is going to pursue, and intimate to the Committee the several points upon which he requires evidence to be taken. We understood the other day that he would make a statement opening up his side, and then indicate to the Committee the points upon which he wanted evidence.

Mr. Massey: Yes, if necessary I shall be prepared to make a statement when the Committee propose to go on with the inquiry. I understand that you do not intend to go on this morning.

Hon. Sir J. Carroll: We were under the impression that you would, in a preliminary way, make a statement.

Mr. Massey: If the Committee think it necessary I shall be quite willing to do so; but I do not want to narrow the inquiry in any way—I do not want to pin it down to certain points.

Hon. Sir J. Carroll: Let me draw your attention to the last part of my statement: "There is no reason why every detail of the transaction should not have the fullest publicity, and the Government will be very glad to assist so far as it can in this direction."

Mr. Massey: Yes. What I thought of doing was to call Mr. Joshua Jones first. I know, of course, that Mr. Jones's examination may possibly be lengthy.

Hon. Sir J. Carroll: You can call any witnesses you like, only give us an idea in consecutive order of the points upon which you want information elicited.

Mr. Massey: I do not think there is any one who knows so much about the whole position as Mr. Joshua Jones, and I do not think we can do without his evidence. I take Mr. Jones first, and then I ask the Committee to call the Chairman of the Maniapoto Maori Land Board, with minutes and correspondence; I want Mr. Herrman Lewis; Mr. H. D. Bell; Mr. Tuiti Macdonald, of Otaki; and Mr. E. H. Hardy, surveyor, Te Kuiti.

Hon. Mr. Ngata: Perhaps Mr. Massey may, when the Committee are ready to take the inquiry, make a preliminary statement before examining witnesses.

Mr. Massey: Yes; though, as a matter of fact, I have very little more to say than has been stated by myself in the House and on the platform.

Hon. Sir J. Carroll: Well, your statement has been met by a statement of mine, and I should like to keep within bounds, and, possibly, ask you to point out in any of the answers I have given where there is any discrepancy, and what the discrepancies are between my answers and your allegations.

Mr. Massey: Well, I submit that it should be the other way. I made certain statements, and I ask Sir James Carroll, if he is able to do so, to contradict those statements.

Hon. Sir J. Carroll: I have answered them.

Mr. Massey: No, I think not. I submit that my statements have not been contradicted.

The Chairman: That being so, would it not be well for you to indicate to the Committee as to where your statements have not been answered?

Mr. Massey: I will do that with pleasure, and perhaps add one or two other points that require to be cleared up.

Mr. Herries: When we meet again Mr. Massey may make a sort of opening statement.

Hon. Sir J. Carroll: That is what I want.

Mr. Massey: I am quite willing.

Mr. Herries: It does not follow that the Committee will be bound at all.

Hon. Sir J. Carroll: No; the Committee acts "on its own"; but it must have some kind of basis to go on.

The Chairman: Are you prepared now, Mr. Massey, to indicate to the Committee the points that have not been answered?

Mr. Massey: No. I shall be prepared at the next meeting of the Committee, if that will suit you.

Hon. Mr. Ngata: What date would you like witnesses summoned for?

Mr. Massey: For the next meeting of the Committee. Mr. Joshua Jones is in Wellington, and there will be no difficulty in getting him at the next meeting.

Mr. Massey then withdrew, and the Committee decided to fix Tuesday, the 22nd August, as the date for further proceedings, the witnesses named by Mr. Massey to be summoned for that day and the following day.

TUESDAY, 22ND AUGUST, 1911.

WILLIAM FERGUSON MASSEY, M.P., in attendance, and examined. (No. 2.)

The Chairman: Before going on I want to draw attention to the report of last Friday's proceedings that appears in the *New Zealand Herald* of Saturday, 19th August. It states who were present, and so on, and it reads in this way: "In reply to a question, the Chairman said he did not want to narrow the inquiry in any way. Through his speech he had been made a party to the matter." Obviously that is a mistake—probably in telegraphing. It is a Press Association message, but I notice in the Press Association reports in the other papers it reads in this way: "In reply to a question from the Chairman, Mr. Massey said he did not want," &c. This is rather important, because the *New Zealand Herald* report makes me a party to the inquiry.

Mr. Massey: It evidently refers to me.

The Chairman: The Committee will be pleased to hear your statement now, Mr. Massey.

Mr. Massey: I had thought it would not be necessary for me to make a statement, seeing that the statements I made at Auckland and in the House have practically led up to the inquiry being held. However, I have committed to writing a statement of the position as it appears to me, and with your permission I propose to read it:—

(1.) The Mokau-Mohakatino Blocks, consisting of 53,000 acres of land, were leased by Mr. Joshua Jones from the Native owners for fifty-six years from July, 1882.

(2.) With the object of providing sufficient capital to develop the property, Mr. Jones mortgaged his interests to an English firm.

(3.) In course of time the mortgagees foreclosed, and the property was sold in New Plymouth by order of the Registrar of the Supreme Court, and was bought in by the representatives of the mortgagees.

(4.) The mortgagees, having become the owners of the leasehold interests, sold such interests privately to Mr. Herrman Lewis.

(5.) Mr. Herrman Lewis mortgaged the property to the English firm from whom he had purchased it, or their representatives, for the amount of the purchase-money or thereabouts.

(6.) Messrs. Findlay and Dalziell were solicitors for Mr. Herrman Lewis, and mortgagees of that individual's interest to the amount of £1,000.

(7.) Mr. Herrman Lewis apparently approached the Government, through his solicitors or otherwise, and the result was that an Order in Council was issued so as to enable him to purchase the whole block from the Native owners, by so doing avoiding the provisions with regard to limitation of area in the Native Land Act, 1909.

(8.) A meeting of "assembled owners" was held at Te Kuiti, and an offer was made by Herrman Lewis to purchase the freehold. His offer was declined. Another meeting was held, and adjourned; and at the adjourned meeting it was decided to accept £25,000 in cash and £2,500 worth of shares in a company to be formed, for the freehold of the land. That works out to 10s. 4½d. per acre; and it has been stated that the meeting was not properly representative of the Native owners.

(9.) A meeting of the Executive was held on the 15th March of this year, the Hon. James Carroll presiding, when it was agreed to authorize the alienation of the land referred to by Order in Council. A meeting of the Maori Land Board was held at Te Kuiti on the 22nd March, when the sale was confirmed, but the *Gazette* with the Order in Council was not published until the 30th March, or a week after the sale had been confirmed by the Maori Land Board.

(10.) The company does not propose to part with its mineral rights to the new settlers, so that, with the other blocks of Native land in the same locality the leases of which are held by the company or members of the company, they will possess what will practically amount to a monopoly of the coal-bearing areas on the west coast of the Taranaki Provincial District.

Now, there are the main facts; and I submit to you, Mr. Chairman, and to the members of the Committee, that up to the present time they have not been contradicted or proved to be incorrect, or even explained away. I do not profess to be strictly accurate in the whole of the details, because it is impossible for any one to be accurate in such matters unless he has the run of the Departments—unless he is able to obtain his information from the departmental officers; and I need hardly say that such information is, under ordinary circumstances, denied to private members of the House.

The Chairman: It can be ordered by the Committee to be produced.

Mr. Massey: Exactly. That, I take it, is the object of the inquiry, and I sincerely hope that every detail will be made public. The transaction is a matter of great public interest, and I think it is right the people of the country, through their representatives in Parliament, should know as much as possible of what has taken place. Speaking for myself, and as a member of Parliament, I am very strongly of opinion that the Government have made a serious mistake in allowing the Mokau Block to be purchased by private individuals. I think the proper thing under the circumstances would have been for the Government to have purchased the block in the ordinary way from the Native owners and from the lessees for what it was worth——

The Chairman: Might I interrupt you at this stage? You are really now making comments.

Mr. Massey: I am simply expressing my own opinion on what has taken place, and I was just to conclude by saying that I believe the proper thing would have been for the Government

to have become the owners of the land in the way I have suggested, and then, after reserving the best of the coal-bearing area for the State, to dispose of the land under the optional system as provided in the Land Act, 1908. That is about all I have to say. There is no use my attempting to go into details, because I am not sufficiently acquainted with them. I do not know whether the Committee propose to examine me—I have not the slightest objection to being examined.

1. *Hon. Sir J. Carroll.*] There are one or two points in the published report of your speeches dealing with the Mokau question which do not seem to me to be covered by the points that you now submit, and it is just as well to have them cleared up. You are made to say that, as a result of the report of a Royal Commission, Mr. Joshua Jones's title to this estate became null and void?—That is not quite correct. From which report are you quoting?

2. From that in the *New Zealand Herald*. It says that the Royal Commission found the leases void, "so that the land again became Native land," and I think you repeated that in the House?—What I am reported to have said is this: "A Royal Commission, consisting of Sir Robert Stout (Chief Justice) and Mr. Jackson Palmer (Chief Judge of the Native Land Court), was set up, considered the conditions of the lease, and found it had not been complied with. Therefore they found it void." That is not a strictly accurate report of what I said. I looked up the report of the Commission, and the Commission reported practically that the covenants of the leases had not been complied with, particularly the covenant by which Mr. Jones agreed to spend £3,000 per annum. It was something like this, speaking from memory: Mr. Jones proposed to form a company for the purpose of developing the property, and the company—or Mr. Jones—was to spend £3,000 per annum in developing the minerals particularly. That money had not been expended. The Commission referred particularly to that, and said that on that account, and also on account of the fact that several Natives had not signed the leases in the first instance, the leases were either void or voidable. I think that was the term they used. This, of course, is a condensed report, and does not convey exactly what I wanted to convey when I was speaking I have the report of the Commission here, and it can be put in if necessary.

3. Do you conclude now that the title to the land legally passed from Mr. Jones to Herrman Lewis or the Flowers estate?—It legally passed from Mr. Jones, I believe.

4. And Mr. Jones has no legal estate in the block at all?—That is my opinion. Mr. Jones may have an equitable interest, but I believe he has no legal interest in the land.

5. Then it was open for Mr. Herrman Lewis to deal with the Natives?—Through the Government, yes. He could not go to the Natives direct.

6. Excepting under the provisions of the Act, when there were several owners?—Yes; but it was impossible for him to deal with the Natives except under an Order in Council. I am speaking of the whole block, of course.

7. The Order in Council comes in when the resolution is carried by the assembled owners and confirmed by the Maori Land Board?—That is so.

8. Now, with regard to your statement that the Government ought to have bought this land instead of leaving it to Mr. Herrman Lewis to buy: you say that it was bought at 10s. 4d. per acre?—10s. 4½d. it works out to.

9. Do you say the Government could have bought it at 10s. 4d. per acre?—I hope that evidence will be forthcoming to show that the Government could have bought it for less than 10s. 4d. per acre. I do not say the Government are justified in buying anything below its value.

10. Have you considered what the Government would have had to pay Mr. Lewis for his interest?—As I pointed out in the House, section 375 of the Native Land Act gets over that difficulty.

11. The right to determine the lease?—No; the right to take a leasehold interest at a valuation, the valuation to be fixed by a Compensation Court appointed under that section of the Act.

12. That is not the point. Suppose we had paid the Natives 10s. 4d. an acre: what would the Government have had to pay Mr. Herrman Lewis for his interest?—My idea is that: not that the Government should have purchased from Mr. Lewis, but that they should have purchased the freehold interest from the Natives.

13. Subject to a lease for twenty-six years?—Not necessarily, for there again section 375 of the Act comes in, which allows the interest of leaseholders to be determined by an Assessment Court to be appointed for that purpose. I think that would have been the proper thing to do.

14. *Hon. Mr. Ngata.*] On the assumption that the leases were valid?—It was for the Government to say whether they were valid or not. I do not say for one moment that the opinion of the Royal Commission was right, but it would be presumptuous on my part to set my opinion against that of the Chief Justice and the Chief Judge of the Native Land Court.

15. *Hon. Sir J. Carroll.*] You have not calculated the value of the interest of Mr. Herrman Lewis or the lessees?—I presume it was worth what he paid for it.

16. And you presume the Government could have bought it for that?—I do not know. That is a question I am not able to answer. It is a question they should answer, I think.

17. It is answered by myself in the statement I made. We made an actuarial estimate of the cost of each interest. We had two valuations made of the land. "The Government found itself faced with these difficulties—(*a*) It was advised that it should not pay more than £35,000 for the whole estate in the land," &c. You have not gone into an actuarial calculation?—No, that is not a mater in which I am concerned.

18. On that point, then, it is just a matter of opinion between yourself and the Government as to which was the right thing to do?—Yes.

19. That is, whether the Government should have bought or allowed others to buy in order to permit of the land being cut up and settled, the main thing being the settlement of the land?—Exactly. I think the Government did wrong in allowing speculators to come in and exploit the settlers.

20. There are no settlers?—There will be, I hope.

21. There have not been any for twenty-odd years?—No; so much the worse. I am of opinion that the land should not have been allowed to lie idle so long.

22. It was locked up so long because it was in European hands and got into a muddle, and became the subject of litigation. There was never a chance of acquiring the block except under the Act of 1909?—That is the Act you should have taken advantage of for the purpose when the Natives were willing to sell the freehold interest.

23. Then you say, "Why was it not sold by auction or by tender, so that nobody could purchase more than the prescribed area?" Do you wish to amend that statement or leave it as it is?—Supposing the Government had purchased the land in the first instance, or that the Natives had been allowed to dispose of it themselves, it might then have been disposed of by auction or tender, or under the optional clauses of the Land Act—my meaning being that any method would have been better than the method by which it has been disposed of.

24. You are aware that the Order in Council was issued subject to a condition agreed upon that the land was to be cut up and sold in areas within the prescribed limits?—Yes; but I am also aware of the fact that the present owners propose to retain the mineral rights and sell to the new settlers only the surface rights.

25. The mineral rights are not involved in the transaction at all?—The mineral rights have been parted with by the Natives to the new purchasers; nothing has been done by the Crown to retain the mineral rights either for the settlers or for the State.

26. They were gone under the lease in any case?—For the term of the lease.

27. And the covenants in association therewith were broken and voided long ago so far as the Natives were concerned?—Yes.

28. Then the only exception you take now is in regard to the mineral rights?—No, I do not say that at all.

29. You are aware that one of the terms on which the settlement was arrived at was that the land should be cut up and sold in limited areas within three years?

Mr. Herries: We have not seen the terms yet.

Witness: I accept that statement from the Government, but it seems to me a very extraordinary state of affairs when the Government allow a third party to come in in this way, instead of settling the land themselves, as they might have done, and with more success than I think may be expected from the company.

30. *Hon. Sir J. Carroll.*] Does not that in effect mean the close settlement of the land?—I sincerely hope that it will mean the close settlement of this block, but it also means the exploitation of the settlers.

31. I do not know to what settlers you refer?—The intending settlers—the men who will go on to the land in the future. They will certainly not be able to get on to the land on such easy terms as the Government could have afforded to give them.

32. I say in this paper, "The position to-day is that the title of the Mokau Block is vested in the Chairman of the Maori Land Board. The land is being surveyed and roaded, and must be sold in areas not exceeding 400 acres of first-class or equivalent areas of second- or third-class land to persons making the necessary statutory declaration. If it is not so sold within three years the Maori Land Board is empowered to conduct the sale." You are calling the President of the Board, and he will give evidence on that point?—Yes. I am not acquainted with Mr. Bowler, but I have called him with that object.

Hon. Sir J. Carroll: We can explain also your reference to the discrepancy in the date of the Order in Council and the gazetting thereof. There was a lapse of some days.

Mr. Herries: There is hardly a date mentioned in your paper, Sir James. There is no date given for the meeting of the assembled owners.

Witness: My information is to the effect that there were three meetings of assembled owners. The second meeting was adjourned, thus making practically a third meeting.

Hon. Sir J. Carroll: It will be all cleared up. As to the actual date, Mr. Bowler can give that. All we say in this paper is, "All necessary notices were given, and the provisions of the Native Land Act and Regulations were fully complied with. (See *New Zealand Gazette*, 22nd December, 1910.) . . . . The Order in Council was not issued until after the meeting of assembled owners, because it was not deemed advisable to issue it until the lessee had, after that meeting, entered into an arrangement securing the settlement in small areas of the block. The issue of the Order in Council at that time was plainly valid, and could not prejudice the rights of any one. The gazetting of the Order in Council was delayed owing to the absence of His Excellency the Governor from Wellington, but that delay did not and could not affect the rights of any of the parties concerned." I will get evidence on that point, if necessary, from the witnesses you call. We will have all the dates and everything supplied to the Committee.

Witness: The important point is that the Order in Council was not made public by way of being gazetted until after the sale had been confirmed by the Native Land Board.

Hon. Sir J. Carroll: The Government insisted, as the important point on which the whole thing rested, that the land should be cut up into small areas complying with the limitations provided by the Act.

Mr. Herries: That was not contained in the Order in Council.

33. *Hon. Sir J. Carroll.*] That was the condition governing the whole thing. I think, Mr. Massey, that if we get your statement in print we shall have an opportunity of seeing what witnesses we may require?—Yes. I may find it necessary, Mr. Chairman, to ask for another witness or two. I had a letter last night from the locality. There are two individuals concerned who apparently desire to be called, and I think it would be well to give them an opportunity. I may say that I do not know them personally. One is Mr. F. Rattenbury, of Tongaporutu, whose wife, I gather from the letter, is a Native; and he suggests also that an old Native, Te Oro Waitihi, should be called.

34. *Hon. Mr. Ngata.*] I think we can boil the issues in this matter down to practically two, and I should like you to confirm them if you agree, Mr. Massey. The first is, that in issuing the Order in Council the Government committed a breach of the public interest?—They did something which was detrimental to the public interest.

35. In the second place, the transaction was not in the interest of the Native owners?—I am also of that opinion; but I do not want in any way to limit the inquiry.

36. I quite understand that; but these are the outstanding features of the case from your standpoint?—Yes.

37. With regard to the first point, that it was detrimental to the public interest——?—I think you should add a third. I have expressed myself very strongly as being of opinion that the Government should have purchased the property themselves instead of allowing others to come in.

38. That is involved in the first issue. Coming to analyse that, would you go so far as to say that in permitting the alienation of this area of land to a private individual the Government were acting contrary to policy?—Contrary to the best interests of the country, I should say; I mean, taking into account the size of the block. It is a proper thing for the Government to alienate blocks suitable for settlers.

39. If it were alienated under conditions securing the ordinary limitations of holdings, would you also regard that as against the public interests?—Yes, I see no reason for the third party coming in.

40. I want to recall to your mind a statement you are reported to have made, and that is this: "The lawyers who acted for the individual who owned the mortgage and who was purchasing the land from the Natives were Findlay, Dalziell, and Co.; the gentleman who signed the Order in Council was Sir James Carroll, Acting Prime Minister; the Chairman of the syndicate is an ex-Minister of Lands of very strong leasehold proclivities—Mr. Robert McNab." Now, do you suggest anything by your juxtaposition of the names of gentlemen who were at one time members of the same Cabinet?—I think that my first statement will not be contradicted—that Findlay, Dalziell, and Co. were solicitors for Mr. Herrman Lewis. As to the next statement, I do not think I said that Sir James Carroll signed the Order in Council, but presided at the Executive Council meeting when the Order in Council was agreed to. I am not quite sure whether it is necessary for the gentleman who presides at an Executive meeting to sign an Order in Council. As to the third, at the time I spoke I was not quite clear whether the property was still in the hands of the first syndicate or whether a company had been formed. It turns out that a company had been formed, of which Mr. Robert McNab is chairman or president—a company calling itself "The Mokau Land and Estate Company." There are the three facts; and I think I was justified in asking for an inquiry, seeing what had taken place.

41. But was not the suggestion in your juxtaposition of the three names this: that Dr. Findlay as a member of the Cabinet used his influence with the Acting Prime Minister to secure a concession to Mr. Robert McNab?—Oh, no. I cannot allow any one to place me in that position.

42. There was a suggestion in the juxtaposition of those three names of something improper?—No. In referring to Mr. McNab you will see the reference is to his leasehold proclivities. That is what I had in my mind.

43. The emphasis was on the leasehold proclivities?—Yes; that while Mr. McNab did everything he could while Minister of Lands to make the freehold impossible, so far as the Crown lands of this country were concerned, he himself was quite willing to become one of the purchasers of a large block of 53,000 acres of Native land. With regard to Findlay, Dalziell, and Co., I do not think that legal firm, with Sir John Findlay as its senior partner, should have allowed itself to be placed in the position of being solicitors for Mr. Herrman Lewis where an Order in Council was necessary to enable him to obtain the title.

44. Apart from the impropriety of it, is there any suggestion that the firm——?—I make no suggestion.

45. We will let it stand at that. Going a little further, you say that the Government could have bought all the interests involved in this block on terms that would enable it to put the land out at a price that would not involve loss to the country?—That is my opinion.

46. Well, let us look at some of the facts submitted in the statement made by the Native Minister. "The Government was advised that it should not pay more than £35,000 for the whole estate in the land." By "the whole estate" is meant the freehold as well as the other outstanding interests, including the leasehold interests. Supposing, therefore, that the land was the absolute freehold of the Natives unlimited by any leasehold interests, £35,000 was the price at which it would have paid the Crown to buy it. As against that we have the well-known fact that the Maoris wanted £22,500 for their freehold interests, and the other well-known fact that Mr. Herrman Lewis held a mortgage for £14,000 which had been assigned to him by Flowers's trustees; so that the interest of Mr. Lewis as mortgagee and that of the Natives amounted to £36,500?—Yes; and you could not buy the land for double that amount to-day.

47. I am speaking of the facts as they stood at the time. The report of the Government's own officers was that it could not go beyond £35,000?—Does Mr. Ngata suggest that the Government never go beyond the amount indicated by their own officers when they purchase land?

48. Sometimes they do. The papers will probably show that they stretch a point by adding a few thousands in order to make a deal?—I am not a land-speculator, but if I were I should be very glad indeed to have the block at £50,000.

49. Let us deal with the next aspect—the interest of the Native owners. You have asked this question, among others, in the report of your speech: "Why was not a sufficient area reserved for the Native people? Not a single acre was so reserved." Do you mean to suggest that these people are landless?—Not at all. I do not know; they may be for anything I know to the con-

trary. There are two hundred owners, I understand. The Royal Commission recommended very strongly that sufficient reservations should be made for the use of the Maori people, and I understand that has not been done.

50. I suppose you are aware that, among other things, the Board have to inquire whether the Natives have sufficient other land—in fact, the duty is thrown upon them to do so?—Quite so. I am going on the opinion expressed by the Commission.

51. Before the Board can confirm the resolution passed by the meeting of assembled owners the statute requires that it must be satisfied. Now, the second point I want to put to you is this: From the Maori standpoint, is not the bargain that has been made in this particular case a good one——?—Well, I think not.

52. In view of these facts, that the land was leased from them for fifty-six years?—Part of the term had expired.

53. Nearly one-half of the term had expired?—Yes.

54. They were receiving under the lease £217 for the first term of twenty-eight years?—Yes.

55. They were not actually receiving that, because the whole area had not been leased. As a matter of fact, the rental received was a little under £190. For the balance of the term under their covenants they were to receive £422 rent—that is, according to the Commission's report. As against that you have £25,000 cash and £2,500 in shares in a company to be formed, making £27,500. Looking at it quite apart from other facts, it is a great improvement on what the position would have been for the Maoris for the next twenty-eight years?—I am not prepared to admit that. Mr. Ngata as a lawyer knows perfectly well that at this stage it would have been the duty of the advisers of the Native owners—and I happen to know that some of the owners are very intelligent men who would scarcely need professional advice — to have pointed out to the Natives that the covenants of the leases should have been complied with, and one of the most important was that £3,000 per annum from 1882 was to be expended in developing the property; and, so far as the minerals were concerned, the Natives were to get 10 per cent. of the net profit. If all this money had been expended it seems to me the Natives would have been in for a very good thing—a very much better thing than they have got by selling their interest for £27,500.

56. *Hon. Sir J. Carroll.*] That covenant that you speak of was waived?—Well, that is a matter for the lawyers to express an opinion upon. I do not suggest for one moment that the land should have remained locked up. I think it was the duty of the Government to see that the land was opened for settlement and that the best was made of it.

57. *The Chairman.*] Have you any knowledge of this land at all?—Very little, indeed. I have been in the vicinity, but never on the block.

58. Are you aware that most of it runs from 1,000 ft. to 1,500 ft. and more in height above the sea?—I have had letters from settlers in the locality who have described the land to me, and they say that a lot of it is fit for close settlement—agricultural purposes—and the rest is good grazing-land. I once rode from Te Kuiti to Waitara, and though we did not pass over the block we passed close by it.

59. You would be about ten or fifteen miles from it when on the main road?—But it lies down to the beach.

60. Oh, no; it does not go that way at all?—I do not pretend to have seen the block.

61. You are not aware that it is very hilly country?—No.

62. I do not mean the parts that have been subleased. There have been about 1,400 acres subleased out of the 50,000 acres?—Yes.

63. Are you aware that three different valuators—Government, local bodies', and private—have valued the land on different occasions, and that their valuation of it is less than the price that has ben paid for it?—I do not care two pins about that. The fact remains that the land has been purchased at a very big profit on the price paid by Mr. Herrman Lewis to the Native owners, and for the value of the lessee's interest.

64. However, you are not aware that three qualified valuators have valued the land at a price far less than that which has been paid for it?—I have heard that stated in the House.

65. The property has been mortgaged on six or seven different occasions—to McMillan, then from McMillan to Plimmer, from Plimmer to Johnston, from Johnston to Hopkinson, and to Flowers and Travers. Are you aware that the Flowers people spent over £5,000 in trying to develop the property?—I am not acquainted with the details.

66. You said that had the property been secured by the Government it would probably have been thrown open for close settlement. Well, Flowers and Hopkinson, the mortgagees, spent over £5,000 in cutting up 24,000 acres in 1897?—That, again, I presume, is included in the mortgage.

67. No, not one penny was charged against Mr. Jones: they were precluded from throwing the land open by an action taken by Mr. Jones. My question was put simply to show that these people were prepared to throw the land open for occupation?—Yes. That is a point about which we can get information from Mr. Jones himself.

68. *Hon. Sir J. Carroll.*] You are calling Mr. Jones as a witness. Will you intimate the points upon which you require his evidence, because you know what he is?—I shall endeavour to keep him to the point as closely as I possibly can.

69. *The Chairman.*] Is there anything further you would like to say?—No.

WEDNESDAY, 23RD AUGUST, 1911.

JOSHUA JONES sworn and examined. (No. 3.)

1. *The Chairman.*] Where do you reside?—At Mokau.

2. You are summoned to give evidence in connection with the paper that has been submitted to the House. Have you seen the paper at all?—No; but I dare say I have seen the purport of it.

3. It has been published in the newspapers?—Yes, I have seen it.

4. Have you anything to say in connection with this paper, or would you prefer to be asked questions by Mr. Massey, at whose request you have been summoned as a witness?—My reply to that is this: This is not my Committee. I shall obey the orders of the Chairman to answer any questions of Mr. Massey's, but I shall have a great deal to say about this perhaps on some other occasion.

5. *Mr. Massey.*] I want you, Mr. Jones, to give the Committee some information with regard to what is known as the Mokau-Mohakatino Block. I presume you know all about it?—Yes.

6. You know more about it than any man alive, I think?—I think I ought to.

7. Can you give the Committee, approximately, the area of the different blocks?—The total area is about 56,500 acres.

8. Will you tell us something about its situation?—It is situated between the Mokau and Mohakatino Rivers, at the mouth. It is bounded on the north by the Mokau River, and on the south by the Mohakatino for a distance of the length of the block, all but about three miles; on the east by a line due north and south from a spring at Totara down to—it is supposed—the Mohakatino River.

9. Does the railway which is being constructed from Stratford to Ongarue go anywhere near the block?—On the south-east corner it will go within four or five miles of it, at a township called, I think, Mungaroa.

10. Then the block is within four or five miles of the Mungaroa Township?—That is so, if you can rely on the Crown survey.

11. And at Mungaroa there will be a railway-station?—Yes.

12. *Hon. Mr. Ngata.*] Is that the surveyed route of the railway?

13. *Mr. Massey.*] Yes. About the main road, Mr. Jones—and when I say "the main road" I am speaking of the road from Awakino to Waitara—does that road go anywhere near the block?—It crosses the block.

14. That is, after crossing the Mokau River going south?—It runs direct to the Mohakatino. The road crosses the block for a distance of about three miles.

15. I want you to tell us something of the quality of the land, and I do not think I can do better than quote a paragraph that I have here from a settler in the locality and ask you whether it is correct. The writer of the letter to which I refer—a man named Jackson—says this: "I have been on perhaps the worst portion of the block, which, though broken, is good mixed bush on a good papa formation, which grows and holds grass excellently. A great portion of this estate is easy country of magnificent quality. I believe few people realize the enormous quantity of coal in it. Coal shows in nearly every creek on the Ohura side, and outcrops of reefs 18 ft. thick are numerous." Would you consider that to be a fairly correct description of the block?—Yes, it is very fair. Some of the valleys are very rich, and all the hills are fit for sheep, and the coal is cropping out as the writer of that letter says in the creeks—in fact, the Government have had a survey made of the thickness of each seam.

16. Have you seen an advertisement of the Mokau Land and Estate Company with regard to this particular block which appeared in one of the Wellington papers some few week ago?—I saw it in the *New Zealand Times*, I think it was.

17. I am referring to the *New Zealand Times*. Would you consider this description of the property fairly accurate? It is referred to as "heavy bush and limestone country of first-class quality, with good roads from New Plymouth and Te Kuiti"; and then it goes on to say that the Mokau River is navigable the entire frontage of the block for fifty miles. Do you consider that correct?—Speaking of the land, undoubtedly. Limestone land is the best you can get anywhere—limestone and heavy clay. The hills will run fully a couple of sheep to the acre, and the valleys are very rich.

18. Do you want the Committee to understand that the valleys are particularly rich?—I do not know of any richer land in the North Island than those valleys. It is wonderful to see the fruit and vegetables and maize and other things that are grown there where there is cultivation.

19. Then you think that the description in the advertisement is fairly correct?—Well, it is written haphazard, and I am on my oath. When you get up to Mangapohoi, some twenty-eight miles up the river, there is a rapid that could not be termed navigable except by canoes.

20. You think it is not quite correct to say that the river is navigable for fifty miles?—No, it is not. I have taken a steamer twenty-eight miles up to this rapid, and cannot get over it. It is a particular spot—the boundary betwixt the larger lease and the smaller lease inland. Above that you can go for, I daresay, twenty miles.

21. The river is navigable for twenty-five miles, would you say?—For twenty-eight miles, I should say, because I have taken a steamer right up to this Mangapohoi Stream.

22. Do you know anything about the coal-deposits?—Yes, I think I do.

23. Can you give the Committee, from your own personal knowledge, any idea of what the coal-deposits are like, and whether they are numerous or otherwise?—Once I saw Mr. Park there, the Government Geologist. He went over them. Some of the seams are across the river.

24. You mean some of the seams referred to in Mr. Park's report?—Yes. The river does not make any variation in the seams; they are on the other side too. He speaks of some seams on one side of the river, but there are the same seams on the other side too. He mentions a certain creek on this new lease that the company have got—the 14,000 acres—but if he had gone on to the south bank and proceeded a little distance from the river he would have seen the same seam of coal.

25. In Mr. Park's report—one of the reports of geological explorations by Sir James Hector and Mr. Park, dated 1887—there is this paragraph at page 44: "At Mangangarongaro Creek three seams are exposed; and about a mile up the Mangakawhia four seams crop out in a sand-

stone face, their thickness in descending order being 2½ ft., 7½ ft., 3 ft., and 8 ft. About a mile farther up the Mokau two more seams are exposed in the bank of the river, their thickness being 5 ft. and 5½ ft. respectively. Some two years ago these seams were worked by a Mr. Stockman, but on account of the obstruction of the Native owners of the land very little was done to develop the coal. From what I could learn the total output of this mine was about 100 tons of coal, which is said to be equal to the Grey coal for steaming purposes. Several parties hold Native leases of coal-areas in the Mokau, but the New Plymouth Coal-mining Company are the only one working their coal at present. Their lease is situated on the north side of the river, and extends from the Mangakawhia to the Mangangarongaro, having a river frontage of about a mile and a half, with coal showing for most of the distance. The mouth of their main drive, which is about 150 ft. long, is situated about 3 chains from the Mokau River on the Mangangarongaro Creek. The coal is conveyed from the mine to a shoot on the bank of the Mokau by means of a wooden tramway. . . . The coal-seams in the Mokau lie very flat and rise to the north-north-east into sound dry ground, and, with a deep-water channel to the outcrop, offer exceptional facilities for working to advantage." And with regard to the quality of the coal: "These are glance coals, are tender, and do not cake; burn well, leaving a white ash. They have the appearance of bituminous coals, but are largely hydrous." From your knowledge, would you consider that a fairly accurate description of the minerals on the block—and I want the Committee to understand that this refers not only to the block in question, but to the adjoining block which is also held by the company?—You put the question with regard to the minerals?

26. I am speaking now of the coal?—I think that description is very fair. I took a lot to London and had a test made of it there. You can go back from the river eighteen miles, to the nearest point to the market, and see the same seams of coal.

The Chairman: Do you wish the Committee to infer, Mr. Massey, that that report is a report on coal on the Mokau Block? It has nothing to do with the seams on that bank. They are on the opposite side of the river.

Witness: I understand that I am giving evidence and not the Chairman. If he is giving evidence I had better retire.

The Chairman: You will have to conduct yourself properly before the Committee, Mr. Jones. You admitted yesterday, Mr. Massey, that you do not know the block?

Mr. Massey: Quite so; though it seems now that Mr. Lang and I travelled over three or four miles of it some years ago when going from Te Kuiti to Waitara.

The Chairman: What I want cleared up is this: What you are reading does not refer to a part of the Mokau Block.

Mr. Massey: But the connection is this: Mr. Jones gave evidence to the effect that the seams to which this report refers also go right through to the other side of the river.

Witness: If I am to be contradicted and stopped it will be better to tell me to leave the room. That gentleman said it had nothing to do with the seams on the south bank.

The Chairman: If you do not conduct yourself properly, Mr. Jones, I shall ask the Committee to deal with you.

Witness: I shall retire without being asked.

Mr. Massey: I think, Mr. Jones, you should finish your evidence.

Witness: I have a perfect right not to be contradicted, and I will not be. I will let the country know it, if not you. It was the same before the A to L Committee. I say that those seams are on my side of the river, and that this report refers to them.

The Chairman: Then answer the question in that way.

Witness: I am not going to be contradicted. The Chairman has no right to do that.

[Mr. Jones left the room, but presently returned accompanied by Mr. Massey.]

Witness: I have returned, gentlemen, at the request of Mr. Massey. If the Chairman wants to give evidence let him go into the box.

The Chairman: You must desist from that conduct.

Witness: If you are going to insult me any more I shall go away.

The Chairman: I will not tolerate this from you. I will leave myself in the hands of the Committee.

Mr. Massey: I think you had better be satisfied with answering the questions, Mr. Jones.

Witness: Well, then, let me answer.

27. *Mr. Massey.*] Will you tell us something about the limestone-deposits?—The limestone-deposits on the block are almost beyond limit.

28. Have you any evidence to offer in the way of reports on the limestone-deposits on your block?—Yes.

29. Have you got them with you?—Yes, sir. I have got them somewhere among my papers here. I will produce reports from the highest authorities in England and New Zealand.

30. As to the block on the other side of the river, can you give the Committee any information with regard to the persons who hold the leases from the Natives?* Are they the same, or practically the same, individuals who now own what was Mr. Jones's block?—They are the Palmerston crowd.

31. You mean the Mokau Land and Estate Company?—Yes.

32. They have a lease of the block on the other side of the river?—About 14,000 acres, I think it is.

33. It is coal-bearing country also?—Yes, there is coal on it.

34. Is the coal being worked at all?—I am not too sure about that.

35. You are only certain of the fact that there is coal there?—Yes.

36. And plenty of it?—Yes.

37. Is the position this: that a company holding those two blocks of coal-bearing country have practically a monopoly of the coal-bearing deposits on the west coast of the Taranaki Provincial District?—I fancy there is a little coal in Kawhia, but it is not of this quality.

38. How would the coal at Kawhia be got to market?—By means of trams to steamers, or something of that sort.

39. What distance would it have to be taken by tram?—I am not sure.

40. The company holding these two blocks of land would have an immense advantage over the owners of any other area of coal-bearing country in the Taranaki District?—An absolute monopoly, as well as being within five miles of railway.

41. They would have practically a monopoly of the coal-bearing deposits?—Yes.

42. You know from your own personal knowledge that there is plenty of coal on both properties?—I do.

43. You know that the coal is of fair quality?—Of very fair quality; at any rate, it is fetching a very good price—about 30s. now at Waitara, from the opposite bank.

44. What does it cost to get it to Waitara?—About 15s.; but I would not tie myself to that figure.

45. You have been connected with this property for a very long time?—Since 1876.

46. Have you received any offers for your interest in the property?—Yes. There was an agreement made betwixt myself and the Natives in 1882 that I should form a company with a capital of at least £30,000 to work this coal, and spend £3,000 per annum, I think it was, in the working of it.

47. What I want to get from you is whether any offers have been made to you by individuals in this country, or by capitalists in England, to purchase your interest in this block at any time?—Immediately I entered into this agreement that I speak of I sent to Adelaide, and some of my friends came over. They thought £30,000 was too little. They came here with a capital of £45,000 to work the coal. They brought £5,000 with them, and a letter of credit for £40,000. They came up to Mokau and looked at the property, and were very well satisfied with it; but about this time some evil-disposed persons prompted the Natives to throw my coal into the river, which I had taken out to send away by a steamer to Adelaide.

48. In what year was that?—1884 or 1885. I am not sure.

49. Nothing came of it?—These people said, "We cannot come here and spend our money in this manner"; and they took their money away. As to this compact that there has been so much talk about, the Natives vitiated it and not I.

50. What I was getting at was this: It has been stated that within recent years you received from England an offer of £100,000, or thereabouts, for your interest in the property: is that correct?—Yes, it is.

51. Have you any documentary evidence of it?—I think so. Here is a cable bearing on the subject. [Document produced.]

52. This is dated from London, 9/4/10, and is addressed to "Jones, care Stafford Treadwell." It reads, "Returned Madrid associated with company willing purchase Mokau £100,000, two-thirds cash. Proposing construct harbour-works in accordance with your views, provided option given for next six months, will remit by telegraph immediately £100.—John Carr, Allison Smith." That is a cable which you received from London from the persons whose names are attached to it?—Yes. Mr. Carr is the man who built the Napier breakwater. He is a man who is well known in New Zealand, and who knew all about Mokau.

53. He had a personal knowledge of Mokau?—Yes.

54. Was that an offer for your interest in the property, or for the whole property? Did it include the frehold interest?—No, only the leases. I had no authority over the freehold.

55. You were willing to accept the £100,000 for your interest?—Yes. Here is an indorsement on the cable: "Arranging extension lease minerals. Wait fortnight see Doyle." That was my agent in London.

56. That was your reply to that cable?—Yes.

57. You were willing to accept the offer?—Yes, for this reason: that building a harbour was equivalent to two or three hundred thousand pounds additional value being put on the property when large steamers could come in for coal. They were prepared to do that work without its costing me or the Government anything.

58. You think this would have been a good thing, not only for yourself but for the Native owners, if it had been agreed to?—I think so—and good for New Zealand too.

59. What prevented the offer being accepted?—When I got the cable Mr. Treadwell and myself went and saw the Prime Minister.

60. Mr. Treadwell at that time was your solicitor?—Yes. I showed the Prime Minister this cable, but I did not show him the amount of money I was to get. He was very courteous and said, "Well, that is your private business; but if your people build a harbour and go on with this matter it will be a grand thing for the Natives and for the country." He said, "Mr. Carroll is up at Gisborne. I have telegraphed him to come back." At this time there was a proposal on the board that would have settled everything, in my opinion—namely, that I should surrender my leases and the Government buy the freehold, and in return for the leases they would give me an extension of the mineral leases as set forth on the back of my cable. There were two considerations. One was that I had received no benefit from the leases all the time I had been on the property; and the Prime Minister said, "You are entitled to some consideration for that, and I will also give you a further extension upon the building of the harbour." He said, "I am very glad to see it; it will settle all the bother. You see Mr. Carroll about it when he comes back. I am going to Invercargill." Mr. Carroll came back from Gisborne, and Mr. Treadwell and I waited on him and laid the matter before him. He said, "I saw Sir Joseph Ward before he went to Invercargill." Mr. Treadwell and I discussed this matter with Mr. Carroll about the same agreement that I am telling you of. There was no difference in it. Mr. Carroll said, "I think it is a very good thing and a solution of the trouble. It is a good thing for the Natives and all of us."

61. *Hon. Sir J. Carroll.*] That was that the Natives should sell out?—And the scheme too. You approved of the scheme as well.

62. *Mr. Massey.*] Go on, please?—At the interview Mr. Carroll said, "Treadwell, just you draw out a telegram from me to Sir Joseph, asking his authority to give Mr. Jones a letter so that he can cable to London."

63. Was any one else present?—No, only we three. Mr. Treadwell wrote out the telegram, and Mr. Carroll signed it and sent it away there and then.

64. Was a copy taken of that telegram?—I do not know. The telegram was in Mr. Treadwell's handwriting. The letter he was to give me was to be "subject to approval by Parliament." I am not sure about a reply coming, but Mr. Treadwell saw Mr. Carroll, and the latter said, "Sir Joseph is hurrying back on account of the King's death, and when he arrives we will look into the matter." Sir Joseph arrived in Wellington on the Monday morning. I did not go near Mr. Carroll until the Thursday, knowing that the Premier would be flurried and worried. On the Thursday Mr. Hine was down from the country, and I was talking to him about it, and I said that we were trying to see Mr. Carroll that day. Mr. Hine said, "Why, there's Mr. Carroll over there in the street." He went over and shook hands, and Mr. Carroll said, "Come over at 3 o'clock—you and Jones and Treadwell." We went up, and Mr. Carroll said that they had had a meeting over this matter; that Cabinet had looked into the matter, and had decided not to go on with the deal, but it was concluded to send the matter to a Royal Commission.

65. Mr. Hine was present when that conversation took place?—Mr. Hine, Mr. Treadwell, and myself, when we were told that the Government would not go on with the agreement with me.

66. That, of course, prevented the negotiations being proceeded with?—Yes. I had my suspicions about the thing at the time, and I said to Mr. Carroll incidentally, "Might I ask you was Dr. Findlay at the Cabinet meeting?" and he said, "Yes, he was." That was all that took place, and there the matter ended. I have never been able to get that public inquiry yet.

67. *Mr. Massey.*] The point I am endeavouring to establish here, Mr. Chairman, is that a firm of business men were prepared to purchase the leasehold interests for £100,000 and to build a harbour at Mokau. Do you know anything, Mr. Jones, about the sale of their interest by the mortgagees, which took place, I think, at New Plymouth? The mortgagees sold their interest by order of the Registrar at New Plymouth?—On 10th August, 1907.

68. Did they hold that interest for long, or did they part with it?—They parted with it in the following June to a person named Herrman Lewis. On 12th June, 1908, a form of transfer of the property was put through to a man named Herrman Lewis at £14,000, and it was mortgaged back the same day for the same sum without any consideration passing.

69. Have you personal knowledge of that transaction?—The Land Transfer Register.

70. Would you mind showing me the document?—I have a copy of the Land Transfer Register, and will undertake to produce it.

71. Now, did you at any time offer your interest in the land to the Government, or, rather, to the Minister of Lands, who, of course, represented the Government?—Yes. When this man Lewis was negotiating for this property I offered my interest to Mr. McNab at a valuation.

72. You approached Mr. McNab and offered your interest in the block at a valuation?—On the 31st March, 1908.

73. By whom was the valuation to be made?—That was left out, I suppose. It would follow that the Crown would have an assessor and I an assessor—something of that sort. It did not go that far. My solicitor and Mr. Kennedy Macdonald and I went to see Mr. McNab. Mr. Jennings was to have gone with us, but he made himself scarce. He had to go to Palmerston, or something like that.

74. *The Chairman.*] On what date was that?—31st March, 1908.

75. I do not think I was in Wellington then?—You interviewed Mr. Macdonald with me at that time.

76. *Mr. Massey.*] You approached Mr. McNab: I want to get Mr. McNab's reply?—I went with Mr. Treadwell and Mr. Kennedy Macdonald to a place up here with a flagstaff in front of the door.

77. The Ministerial residence in Molesworth Street?—Yes. There was a crowd of people about there. I did not go in, but Mr. Treadwell and Mr. Macdonald were there nearly an hour discussing this matter. They came out and said, "Mr. McNab declines: he will not purchase this land. He will not take over your leases at their value"; and there was an end of it. I never saw Mr. McNab.

78. You are quite clear about the fact, though, that Mr. McNab, on behalf of the Government, declined to have anything to do with the proposed purchase of your interest in the land?—Absolutely. At this time, you must remember, this client of Findlay, Dalziell's, was negotiating for the purchase.

79. With whom?—With Flower's executors.

80. At that time Findlay, Dalziell, and Co. were negotiating on behalf of Mr. Herrman Lewis to purchase the interest of Flower—was that it?—To purchase it from Flower's agents here—Travers, Campbell, and Co. Herrman Lewis was then negotiating the purchase. He was Findlay, Dalziell's client, but they did not come into the transaction until the 3rd August, 1908.

81. What date did you approach Mr. McNab?—On the 31st March.

82. Then Findlay, Dalziell, and Co. did not come into it until some time afterwards?—No, though they were solicitors for Mr. Lewis—at least, Mr. Dalziell was.

83. Do you want the Committee to understand that Findlay, Dalziell, and Co. were solicitors for Mr. Herrman Lewis at the time Mr. Lewis purchased the interest of the mortgagees?—Not in this purchase. I cannot say that. Travers, Campbell, and Co. transferred the property to Herrman Lewis, and also got the mortgage back on the register. It was not necessary for him to go to his own solicitors, Messrs. Findlay, Dalziell, and Co., for that purpose. It was on the 3rd August, as he tells us that he went to them.

84. I want you to tell the Committee if you have any information with regard to the Natives approaching the Government with the idea of selling their interests to the Government, or of the Government approaching them—the Native owners?—Yes. I understood that the Government had bought the property.

85. Where did you get that information?—It was common rumour, but how it became confirmed to me was that the Native Minister, Mr. Carroll, told me.

86. Mr. Carroll informed you at that time that the Government contemplated purchasing?—Not at that time; it was subsequently. I went to him and said, "Under some of these agreements there will be something coming to me. I am pressed for money. You might as well let me have a bit." He said, "Well, I know yours is a hard case." He appeared well-intentioned. He said, "I do not know what fund to take it from, Jones, but I have let Pepene Eketone have an advance on the purchase, and I do not see why you should not have it. I will see Mr. Salmond and see what fund I can take the money from to get it for you." I said "Thank you." I saw him about a week afterwards, and he said, "Mr. Salmond advises that we cannot do anything."

87. Who was Pepene Eketone?—One of the owners of the block.

88. Mr. Carroll informed you that he had made an advance to Pepene as an indication of their intention to purchase?—An advance upon the purchase, I understood.

89. Part of the purchase-money?—Absolutely.

90. Do you know of your own knowledge that the Natives were willing to sell?—Absolutely.

91. And Mr. Carroll gave you to understand that the Government were willing to purchase?—Not only willing, but anxious to purchase. I think he will say the same now. I think they were anxious to do so, because Mr. Carroll said, "This is a settlement of the difficulty if we buy this land."

92. Do you know why the purchase by the Crown from the Natives was not proceeded with?—I do not.

93. Was a price mentioned?—Yes.

94. What was it?—It is in some of the correspondence—£15,000, which would be about 5s. 9d. an acre.

95. That is to say, the Government were arranging to purchase the Native interest for £15,000?—So I understood from Mr. Carroll.

96. What year was that?—It was about a couple of years ago. I am not too sure about the date, but I am perfectly certain of the interview with Mr. Carroll, because he seemed sympathetic.

97. There was nothing, to your knowledge, to prevent the Government purchasing the block from the Natives?—Nothing whatever. They could have purchased, because it was laid down in the correspondence that Herrman Lewis could have claimed under the Native Land Act. There are clauses in that Act which would allow him to claim compensation for his leasehold.

98. You are referring to section 375 of the Native Land Act, 1909?—Yes.

99. Did Mr. Carroll give you to understand that he intended to purchase the leasehold interest under section 375?—No. Mr. Carroll was not going to purchase under section 375. He was going to purchase the freehold, but Mr. Herrman Lewis was taken care of and provided for under the public works clauses of the Native Land Act. Mr. Carroll agreed that he was provided for there.

100. You approached the Upper House by petition on one occasion asking for an inquiry, did you not?—Yes, on the recommendation of Sir Joseph Ward.

101. You went to the Legislative Council?—I went to both Houses. There was an understanding—they were rushing away for the election——

102. What year was that?—1908, I think. They were rushing away for the election, and the lower House was too busy, and some one—I am not sure it was not Mr. Jennings—said, "The other House will inquire into it for you; we are very busy." I went to the Upper House and they brought up a report recommending the Government to set up a competent tribunal to make an independent inquiry, and in the meantime to prevent further dealings with the land in question. But I never could get that inquiry; I have not got it yet.

103. Have you got the report of the Committee of the Upper House?—Yes.

104. Is this it: "The Public Petitions Committee, to which was referred Petition No. 50, of Joshua Jones, has the honour to report thereon as follows: The Committee has given the subject-matter of the petition much consideration, and has taken a considerable amount of evidence thereon. The Committee recommends that the Government should refer the case to a Royal Commission, or other competent tribunal, for inquiry into its merits, and that, pending the investigation by that body, steps should be taken at once to prevent further dealing with the lands in question." It was ordered that the report lie upon the table. Apparently it came up a day or two afterwards, because there is this entry in the Journals of the Legislative Council: "Petition No. 50, of Joshua Jones.—On motion of the Hon. Mr. Thompson, resolved, that the report of the Public Petitions Committee upon the petition of Joshua Jones, of Mokau, No. 50 of 1908, be agreed to, and referred to the Government for consideration." That was on 9th October, 1908. I will put the Journal in.

Witness: On the 7th October, when the recommendation was brought up and laid on the table of the Council, I said to my solicitor, "You go at once and get Dr. Findlay to set up this inquiry." He went; he was away a good while. He came back and said, "I have seen Dr. Findlay." I asked, "What did he say?" He said, "The Government will not set up an inquiry; you shall not have it." I looked at him and asked, "Why is that? You know the Premier advised me to petition Parliament, promising that he would act on any recommendation made." He said, "I do not know, but he has given me terms on behalf of Herrman Lewis, and if you do not agree to these, from what I can judge from him you will get nothing." I said, "What on earth has Dr. Findlay got to do with Herrman Lewis?" He said, "He tells me that his firm are Mr. Lewis's solicitors in this transaction."

Hon. Mr. Ngata: Are we going to have Mr. Treadwell?

Mr. Massey: I do not propose to call him.

Hon. Sir J. Carroll: Mr. Jones is repeating what Mr. Treadwell told him. It would be better to get it from Mr. Treadwell.

Witness: Here is his own handwriting.

105. *Mr. Massey.*] Will you read the letter, Mr. Jones?—To make sure as to what did take place, and having some knowledge of men, I thought I would get Mr. Treadwell to reduce it to writing. Here is a letter, dated 24th October, written to Mr. Treadwell asking for the particulars of what took place between him and Dr. Findlay.

106. *Hon. Mr. Ngata.*] Is that a parliamentary paper that you have there?—Yes, the report of the A to L Petitions Committee last year. This is what Mr. Treadwell says, under date 29th October, 1908: "With reference to your letter of the 24th instant addressed to us, we cannot say that it quite correctly states what the position is; it would be better for us, therefore, to detail the facts in so far as they appear to be material so that you can understand the present position. As you say, the Select Committee reported, and the report was adopted by the Legislative Council, we believe, without discussion or dissent. The writer several times saw the Attorney-General with reference to the matter, and a perfectly plain intimation was given to him by Dr. Findlay that the Government would not either appoint a Commission to deal with or investigate the allegations in the petition. The Government, of course, cannot prevent dealing with the land, but we had an intimation from Dr. Findlay before the end of the session that no legislation would be introduced. Mr. Dalziell is acting for Mr. Herrman Lewis, and an agreement has been arrived at provisionally between the writer and him which your statement does not tally with. This agreement, of course, has not yet been completely approved by you, though we have understood from you from time to time that you will acquiesce in its terms. In order that you may quite appreciate what the position is, we enclose a copy of the draft (see note) which we have to-day sent to Messrs. Findlay, Dalziell, and Co. You will see that in some respects it does not accord with what you state in your letter. We cannot, of course, say that it has been conveyed to us either by Dr. Findlay or Mr. Dalziell that these terms will be approved by the Crown, nor apparently is it necessary that they should—the matter is more one of private arrangement between you and the other parties in dispute than for the Crown; but the Attorney-General certainly told the writer that he had submitted a memorandum prepared some little time ago of suggested terms of settlement which are little different from those embodied in the draft to the Hon. Mr. Carroll, and that Mr. Carroll thought it was a fair arrangement in so far as the Natives were concerned. We have, of course, stated to you our opinion as to what the effect of not coming to some settlement is; but, of course, that is a matter of deduction from the circumstances, and not a matter of what has been put to us by Dr. Findlay or Mr. Dalziell. There is one other matter in your letter which is not correctly stated: that is, that Messrs. Travers, Campbell, and Peacock, solicitors for the executors of the late Wickham Flower, are acting with Messrs. Findlay, Dalziell, and Co. in common interests. We cannot see that that is the position. The interests of Mr. Lewis and the executors of the late Mr. Flower, while they are in both cases antagonistic to yours, may conflict, and undoubtedly in some respects they do conflict. We trust this letter is sufficient for your present purposes. If you require any further information kindly let us hear from you.—Yours truly, STAFFORD AND TREADWELL.—Note.—The £5,000 in the draft agreement was increased to £11,000." I will put the original in. [Document put in.]

107. *Mr. Massey.*] You petitioned the Upper House and got a favourable recommendation, but nothing has been done: is that the position?—Yes. I drummed at the Government's doors for nearly two years, but they would not give it to me.

108. You got no inquiry?—I asked Sir Joseph Ward, "What is the reason why you will not give me this inquiry?" He said, "I think we must have overlooked it; you are entitled to it." At that Mr. Treadwell said, "Dr. Findlay told me we would never get an inquiry." Sir Joseph Ward said, "That is not my view. I never said so. I promised Mr. Jones an inquiry. I remember the circumstance, and he is entitled to it. He shall have it." But they forgot it again; I never got it.

109. You petitioned the House of Representatives last year, did you not, asking for an inquiry?—Yes, consequent on my not being able to get the one that was recommended by the Committee of the Upper House.

110. What happened in connection with your petition of last year: have you got the report of the Committee?—I have it here.

111. Will you put it in?—Yes.

112. Does it recommend an inquiry?—No. It says, "That, in view of the fact that the petitioner believed his original lease from the Natives to be legally sound, and taking into consideration the treatment meted out to him by solicitors in England, whereby he lost his legal interest in the estate, the Committee recommends that in any such mutual understanding the petitioner's claims to equitable consideration should be clearly defined." That is the wording of it. The "mutual understanding" mentioned there is something between the Government and Mr. Herrman Lewis. The Government complied with that recommendation very strictly.

113. What did they do?—They clearly defined that I had nothing to do with it.

114. You mean to say that nothing has been done to give effect to the recommendation of the Committee?—That is so. They clearly defined that I had nothing to do with it, because they gave Herrman Lewis facilities under some other document signed by the Governor.

Mr. Massey: The point I wanted to establish was that you had done everything possible—that you had petitioned the Legislative Council and the House of Representatives, and got favourable recommendations in both cases, but nothing has been done.

Mr. MacDonald: The petition that came before the A to L Committee was a petition to be heard at the bar of the House.

Mr. Massey: Partly only

Witness: After keeping me for thirteen weeks they said, "You shall not be heard there."

115. *Mr. Massey.*] There were two requests in the petition. I have it here. I find that Mr. Macdonald is right with regard to the prayer of the petition; but the Committee, while reporting against Mr. Jones so far as his appearance at the bar of the House was concerned, reported in his favour with regard to consideration of his interests in equity. Leaving that point, Mr. Jones, do you remember writing to the Chairman of the Waikato-Maniapoto Land Board, asking to be notified of any intention on the part of his Board to deal with these lands?—I wrote to Mr. Carroll and I wrote to the President of the Board. Mr. Carroll instructed Mr. Fisher to inform me that I had better write to the President of the Board, but I got no such intimation at all.

116. Have you a copy of the letter which you forwarded to the President of the Maori Land Board?—Yes, sir. [Document produced.] I have also a copy of the letter to Mr. Carroll, and Mr. Fisher's reply.

117. I want you to read the letter which you wrote to the President of the Maori Land Board, and his reply, so that they may be placed in evidence?—This is my letter—it was registered—dated from Mokau, 11th March, 1911: "SIR,—Mokau-Mohakatino Block: On the 29th December, 1909, I wrote to the Hon. James Carroll with respect to certain parties endeavouring to obtain titles adverse to my interests in these lands, and he replied through the Under-Secretary, Mr. Fisher, advising that I should bring the matter to your notice; and on 17th January, 1910, I adopted this course, but you did not see fit to acknowledge my letter. I have heard indirectly that Mr. Fisher is a member of the Board. No *Gazette* or official information reaches me in this neighbourhood. I have, however, heard incidentally that some dealings are being attempted with these lands through the Board. This may or may not be correct, but I would remind you of the before-mentioned letter, and again state that no legally constituted Court of law, upon competent trial, has decided that my rights in this estate have become void. The Under-Secretary, Mr. Fisher, cannot but be aware that the Legislative Council Committee, in 1908, and the Committee of the House of Representatives, 1910, both reported in effect that I had been defrauded with regard to the title to the lands, and recommended the Government to set up inquiry into the facts, which I have not yet obtained. Please take notice.—I have, &c., JOSHUA JONES."

118. Now, would you mind reading the reply that you received?—"Office of the Waikato-Maniapoto District Maori Land Board. Auckland, 25th March, 1911.—Mr. Joshua Jones, Mokau, Taranaki.—DEAR SIR,—Mokau-Mohakatino Nos. 1F, 1G, 1H, 1J: I have the honour to acknowledge the receipt of your letter of the 11th instant, which reached me on the 22nd idem. Yesterday an application was made to the Board, then sitting, for confirmation of resolutions passed by the meetings of assembled owners held at Te Kuiti on the 22nd instant. The resolutions provided for the sale of all four blocks to Mr. H. Lewis for the sum of £25,000 in cash, besides £2,500 worth of shares in the Mokau Land and Coal-mining Company (Limited) to be formed. Mr. Dalziell appeared in support of the application, and pointed out that any rights which you might have as against the present lessee would be in no way prejudiced by the present proceedings, which affected only the owner's reversionary interest. He was prepared to take confirmation on this understanding. The Board therefore decided to affirm the owners' resolution to sell, and it is proposed that the transfers will be executed as soon as the purchase-money has been paid and the shares delivered.—Yours faithfully, W. H. BOWLER."

119. He says that your letter reached him on the 22nd of that month?—Yes, my letter of the 11th. It was registered at Awakino on the 15th March, so that it ought to have reached him the following day, but it took seven days to get to him, apparently.

120. Do you know the date on which the confirmation of the sale to Mr. Herrman Lewis by the Natives took place?—Yes.

121. What date was it?—Here it is, in his letter: "Yesterday an application was made to the Board." That was the 24th.

122. No notice was taken of your request?—None that I know of. It was all done quietly.

123. If anything had been done you would have known?—I ought to have known. I got no intimation.

124. You got no intimation of what was intended to be done or had taken place until after the confirmation?—That is so.

125. Do you know the date of the *Gazette* notice?—Yes, the 30th March. The Order was signed by the Governor in Council on the 15th March and gazetted on the 30th. But there is a more important point than that about it. It appears that this Order in Council was sanctioned on the 5th December previously, if you can believe Sir James Carroll, as no doubt you can.

126. There is no mention of the 5th December?—It is in *Hansard*—in Sir James Carroll's paper.

127. You are not able to put that in evidence, are you?—Yes; why not?

Hon. Mr. Ngata: It is in the statement.

Witness: It is admitted.

Mr. Massey: If it is admitted, that is sufficient.

Witness: Why I take particular notice of it is this: It is dated the 5th December, while on the 8th December Sir Joseph Ward shook me by the hand and said he would put my title all right for me.

Hon. Mr. Ngata: Here it is: "On 5th December, 1910, Cabinet resolved that an Order in Council should issue."

Witness: Sir Joseph Ward, as he was leaving Parliament House, shook me by the hand and said, "Jones, I am sorry I have not been able to attend to you; I have been so busy. I am going to Rotorua now"—he was just getting into his motor-car. "Come and see me when I come back and I will fix the thing up for you"—as I understood, on the basis of this letter that had been talked about so much.

128. *Mr. Massey.*] You are quite clear of the date on which this conversation took place? You say it was the 8th December?—He was jumping into his motor-car as he was leaving Parliament House. I cannot mistake the date.

129. Did Sir Joseph Ward at any time while these negotiations were going on, or while you were pressing him to agree to the offer made by the people in England—did he intimate that he as Prime Minister could not consent to parting with the minerals?—Yes. I put the question to him—Mr. Carroll was not there. I said, "You might as well give me these minerals in fee." "No," he said, "I cannot do that. There is a feeling on the part of the public against alienating the fee-simple of any minerals. I cannot do that. But I will tell you what: I will extend your present lease to the original term, and give you a further extension beyond that on your building a harbour." I was satisfied with that.

130. Sir Joseph Ward at that time declined to allow the minerals to be parted with?—He said he could not agree to the fee-simple of the minerals being let go.

131. *Hon. Sir J. Carroll.*] That was assuming it was made Crown land?—Yes, that was the basis of the discussion—that he would purchase. That was the basis of the discussion and the agreement.

132. What agreement?—The agreement that he was agreeable to, pursuant to this cable from London—that he would purchase the freehold. You had not come down from Gisborne then. That was when he said that the public objected to the freehold of the minerals being parted with. That is the agreement I refer to.

133. A verbal agrement?—Hold on: there was a written document showing what the terms were.

134. *Mr. Massey.*] Can you put that document in?—I will do so. It is repeated in another letter, dated the 22nd June, 1910, from Mr. Treadwell to the Prime Minister. [Copy of letter put in.]

135. Do you know anything of an offer having been made to the Government by Mr. Jennings on behalf of a Mr. Kemp Welch, who was agent for Mr. Flower?—I know what Mr. Jennings told me.

136. Is it in writing?—No; I have no documentary evidence of it—only what Mr. Jennings told me.

137. What did Mr. Jennings tell you?—He said he had got a document from Mr. Kemp Welch to offer the property to the Government.

138. Mr. Kemp Welch was Flower's trustee?—No; he was one of the executors of the will.

139. Is he a resident of New Zealand?—No; a London man.

140. He has resided in New Zealand, though?—For a short time. He came out for a trip.

141. It has been stated that Mr. Justice Parker, an English Justice, in his official capacity gave it as his opinion on the 1st November, 1907, that you were entitled to redeem your interest in the property, though the mortgagee had sold such interest at New Plymouth on the 10th August of that year?—Mr. Justice Parker made an order. I have it here.

142. Will you put it in?—Yes. I have his order to that effect. He had all the information that was before these Judges, save and except the transfer to Herrman Lewis. [Document put in.]

143. It has been stated that £5,000 was expended on the property by Mr. Wickham Flower, or the people with whom he was connected—expended in developing the property by making surveys and so on: is that statement correct, or was the £5,000 part of the mortgage?—Yes. The Committee ought to understand the whole thing on that point. This man Flower defrauded me. He said he bought the property here at auction on the 28th April, 1893. He said he bought it for himself, whereas in reality he bought it for me and charged me a thousand guineas for doing it. He was subsequently held guilty of fraud by the High Court for having done so and acted in such a manner. With regard to the £5,000: In the interim I went to him with every penny due to him. I took a solicitor with me named Jellicoe. He went to the National Bank of New Zealand in London, made arrangements, and found the money, and went to Flower. Flower said, "I will not take it. The property is mine." Mr. Jellicoe argued the point with him. He said, "You bought that property as solicitor for Jones." "No," said Flower, "I bought it for myself." This was in August, 1893. On the 16th September, while this money was available for him, he sent a cable out here to get the land surveyed. I warned him. I said, "You mind what you are about. I will never pay for that survey. You have no right to do it. You have no right to assume ownership." He did not care a button about me; he did survey the land. And that is this £5,000, or whatever it cost. He expended that money improperly, while he was trustee for me and while the money due to him was lying available. That is the point I wish to make.

144. Do you know of a Government surveyor making an estimate of the coal and limestone on your block—Mokau-Mohakatino?—Mr. Park and Mr. Skeet.

145. But since then?—No. I believe it has been examined twice for valuation purposes, but I never knew anything about it.

146. You have no knowledge of any estimate being made of the coal on the block?—No.

147. Do you know whether any land was reserved for the use of the Native owners when the property was sold just recently?—No, I do not know.

THURSDAY, 24TH AUGUST, 1911.

The Chairman: Before proceeding with the inquiry I wish to inform the representatives of the Press of a resolution that has been passed unanimously by the Committee—"That the Press be requested to report only the evidence in these proceedings." (To Mr. F. G. Dalziell, of Findlay, Dalziell, and Co.): With reference to your application, Mr. Dalziell, the Committee has decided that you are to be allowed to be present, to deal only with matters that affect your firm.

FRANCIS HENRY DILLON BELL, Solicitor, Wellington, sworn and examined. (No. 4.)

1. *The Chairman.*] Are you prepared to make a statement, or would you rather that Mr. Massey questioned you?

Mr. Massey: If Mr. Bell will make a statement it may render a lot of questions unnecessary.

Witness: I am prepared to make a statement.

2. *Hon. Sir J. Carroll.*] Is it a statement of fact?

3. *The Chairman.*] It is a statement that will be given as evidence, I presume?—Yes. I understand that Sir James raises the point that I might refer to matters which are not precisely fact. May I say that I desire to show that the Natives have really suffered a wrong—I do not say by anybody's act, but they have suffered a wrong, and I desire to state facts in support of that proposition.

The Chairman: I understand the position you take up. The Committee would like you to do as you say.

Witness: Of course, I shall have to refer to an Act occasionally, but only to show what I mean in my statement. I do not want to be an advocate, but I want to establish my case if I can.

4. *The Chairman.*] Will you proceed, Mr. Bell, please?—Will the Committee permit me to state, first, the position of these Native owners of the Mokau Block as to legal advice. When the Native Land Commission was established the Government invited Mr. Skerrett to act on behalf of the Natives generally before the Commission, and no better appointment could have been made. Mr. Skerrett, when asked to advise the Natives interested in the Mokau Block, was not asked by the Natives, but by the Government under the appointment which they gave him. In that sense, and in that sense only, as I understand it—I speak in Mr. Skerrett's absence, but with some knowledge—in that sense only was Mr. Skerrett the legal adviser of the Native owners of the Mokau Blocks. Before the first meeting of the assembled owners a number—a representative number—of the Native owners came to me and obtained an opinion from me, and they asked me to advise them and act for them. I did not attend the first meeting of the assembled owners, but I met Mr. Skerrett, and had the opportunity of discussing briefly with him his position and mine. Mr. Skerrett thought that he represented a large majority of the Native owners. I thought the contrary, but we neither of us knew. Mr. Skerrett attended the first meeting of the assembled owners in January. That meeting rejected the proposition to sell by an overwhelming majority, so far as it was put to the vote. It was clear that they were against it; and Mr. Skerrett returned to Wellington and then informed me, first, that he was mistaken in supposing that he represented anything like a majority; secondly, that I represented a large majority; and, thirdly, that he would take no further steps in the matter, leaving the Natives' interests, so far as he was concerned, to me. And he went to England. I do not refer to any part of the conversation between Mr. Skerrett and myself but this, and I have verified it by ascertaining the instructions which Mr. Skerrett gave to his office, which were that nothing further was to be done by them and that the matter was ended. So it is clear that by the mutual assent of Mr. Skerrett and myself, from that point of time I represented, at all events, a large majority of the Native owners. I think it may be said that my learned friend Mr. Dalziell represented a minority—in this sense, that a minority were in favour of selling, and were, so to speak, in the camp of Mr. Dalziell's client.

Mr. Dalziell: I think it would serve the purposes of justice if I might be allowed to say one word here.

The Chairman: I do not know that you can at this point in the proceedings. You will have an opportunity later on.

Mr. Dalziell: I think Mr. Bell will agree to my doing so.

The Chairman: If Mr. Bell has no objection you may.

Witness: I have no objection.

Mr. Dalziell: It is only this: I should like it very much if Mr. Bell would be absolutely sure about his facts before he states them. I will give you an illustration. Mr. Bell says that the resolution to sell was thrown out by a majority. As a matter of fact, with respect to Block 1F—the main block, and the only block, I think Mr. Bell will admit, about which, so far as the lessee was concerned, there was any substantial doubt—a majority of the Native owners voted in favour of the sale of that block. Unfortunately, Mr. Bell was not present; but that is a fact. The voting was taken down. The only reason why that resolution was not taken before the Maori Land Board and verified was that all parties concerned desired that the whole of the block should be dealt with at the same time and, if possible, the whole question settled. I make that statement at this stage because it would be a pity, I think, if Mr. Bell's statement was allowed to go without contradiction. I may say in addition that a majority of the Natives present were against the sale of the other blocks.

Witness: I am obliged to Mr. Dalziell. I speak only from what Mr. Skerrett reported to me when he returned. He seems to have arrived at a different conclusion as to what was the result of the meeting than my learned friend Mr. Dalziell.

Mr. Dalziell: There was the actual voting.

Witness: At all events, I am glad Mr. Dalziell has had the opportunity of making the correction. As I have said, it was apparent to Mr. Skerrett that so far from the majority being in the camp of my learned friend Mr. Dalziell, they were in the camp opposed to him. At my instance

the Natives appointed a committee of themselves—four or five of themselves, I think, and two other gentlemen—a Mr. Hardy, a surveyor, of Te Kuiti, and Mr. Tuiti Macdonald, a half-caste Native interpreter who lives at Otaki. Two things were discussed and settled — first, that the Natives were clear they would not sell. On that point I used no influence with them. That was a matter for their judgment. They were absolutely clear that they would not sell; they did not want to sell, and they thought the price was ridiculous. They spoke of it as a "Government price."

5. *Hon. Sir J. Carroll.*] That is, those in your camp?—I only saw, of course, the representatives—I suppose, some eight or nine who attended at my office. They said it was a "Government price"—an expression which I understand to mean an insufficient price. There was no question about that at all. The second question was whether the leases should be attacked. That was quite an independent and separate question, and had no relation to the question whether they should sell the freehold. The question of what that would involve was discussed, and eventually, as I do not act for Natives without making them provide for possible costs payable to a defendant, it was notified to them that the amount for the three actions that would be necessary would be £800, of which £100 was paid. The question of whether they should or should not raise £800 to litigate the subject-matter of the leases had nothing whatever to do with the question of whether they should assent to the sale. The second meeting of assembled owners had been advertised. I asked the Natives—those who, as Sir James Carroll says, were in my camp, and who were subsequently ascertained to be 77 per cent. of the whole number, according to the statement of Mr. Hardy—I asked them whether they really desired that I should be present at the meeting if they intended to take the course they told me they desired. I explained to them that my assistance was not necessary to enable them to reject a resolution, and that it was an expensive matter to cart a busy lawyer to Te Kuiti and keep him there for two or three days. Both Tuiti and Mr. Hardy fully understood that. They reported from Te Kuiti that the Natives were all of one mind still—that they were all signing the authorities, and that it was ascertained that 77 per cent. of them were adverse, and that there was no necessity for the legal adviser to attend the meeting.

6. *Mr. Massey.*] Was it Tuiti Macdonald and Mr. Hardy who reported that?—Mr. Hardy as chairman telegraphed. The meeting took place, and I was not there. I did not go because they told me on two or three occasions that it was unnecessary: they were still of the same mind. The meeting took place, and as I understand it the second meeting was equally futile for the purposes of the intending purchaser. And then the amusement began. The Natives in the meantime had ascertained—according to the committee's report to me—that they could not raise the money because they were prohibited from selling and their lands were trust lands—I mean the lands outside the Mokau Block. In some way the committee themselves were led into the belief that the two questions were coincident, and that the only choice to the Natives was whether they should raise £800 to litigate the leases or surrender at discretion to the demands of the purchaser. Now, with all that my learned friend Mr. Dalziell had nothing whatever to do, nor do I believe his client had anything to do with it. In some way or other the Natives were misled into believing that they must either raise £800 or surrender. They could not raise the £800, and they surrendered. As I say, I know Mr. Dalziell had nothing to do with it, for very good reasons. Somebody prevented my being informed of the change of opinion. The legal adviser of the Natives did not know that there had been any alteration, with the result that the Natives never had any advice: they were not told what should be plain to anybody—that the question of whether they should litigate the leases had nothing to do with the question whether they should assent to the sale; and in the negotiations that took place they had not the benefit of any legal advice. Unfortunately, Mr. Skerrett was in England. The Government may have supposed that I was looking after the Natives, and in the end the Natives came to that conclusion. I wish to make it quite clear that the Natives had no independent legal advice of any sort upon the question whether they should submit to the terms which the Maori Land Board permitted to be placed before them.

Mr. Dalziell: Might I interject here? I think it will keep the matter in its order. The inference one would draw from the statement just made by Mr. Bell is that no agreement at all was arrived at at that meeting—the second meeting. Mr. Bell has not told you that after that meeting——

Witness: I am not troubling about what took place after the meeting. I have stated only what took place at the second meeting, and I have said that what took place afterwards I knew nothing whatever about.

Mr. Dalziell: But you have not stated to the Committee that there was a third meeting.

Witness: I know there was.

The Chairman: I think it would be better for you to allow Mr. Bell to proceed, Mr. Dalziell. You will have an opportunity afterwards.

Witness: I know perfectly well what took place after the second meeting: the Natives' assent was obtained, as I have said, without independent legal advice, and I being prevented from knowing—not by Mr. Dalziell or his client—that there was any change of opinion. The Maori Land Board obviously thought it very desirable that a resolution should be passed, because they kept holding meeting after meeting for the purpose of obtaining such a resolution. I have no doubt they genuinely thought it was a good thing to do. I now come to the second point to which I wish to address myself. It has been suggested that there was a claim of £80,000 against the Assurance Fund, and that Mr. Skerrett advised the Natives to take £25,000. I wish to put this to the Committee: It is perfectly plain to me, speaking in Mr. Skerrett's absence and without any knowledge of his opinion, that he could not have thought so. Either he thought there was nothing in the claim against the Assurance Fund or he did not. If he thought there was, then that meant that there was a claim against the Assurance Fund for £80,000 in respect of the registration of these leases against the land, and that in addition to that the Natives still had the freehold. Well,

it is ludicrous to take £80,000 and add to it the freehold and say that that is worth £25,000. Of course, Mr. Skerrett could not have held that opinion. And as Mr. Skerrett launched a claim of £80,000 against the Assurance Fund, I do not think he ever believed that the £25,000 was a sufficient sum. But if he did, he must have believed there was nothing in the claim. Now, there was nothing in the claim; there was nothing whatever in the claim against the Assurance Fund. And I venture to say that the Government Law Officers can never have advised the Government that there was any foundation for the claim. The Act provides that the Assurance Fund shall not be liable in respect of any legal disability of the person who signs an instrument which gets on the Register. That is expressly provided by the statute. In the second place, it is ludicrous to suppose that the Assurance Fund is to indemnify people against their own folly. The Assurance Fund is to indemnify a person who loses his land by the act of another. It is not liable to a person who, by reason of himself signing a deed and thereby inducing the Registrar to register that deed, suffers loss through a transfer to a subsequent purchaser. The only instance in which anything of the kind has ever been suggested is the case of a Native reserve; but the reason in the case of the Native reserve where the Public Trustee recovered against the Assurance Fund was this: that the people who there signed that deed of lease which granted a Native reserve were trustees, and that the people they injured were not themselves but their beneficiaries, and the Public Trustee recovered for the beneficiaries. There is no instance of the Assurance Fund being held liable to a man because he is silly enough to sign some document which he should not sign. Again, the whole matter is purely chimerical. As to whether these leases were valid or not, great respect no doubt must be paid to the opinion of the Native Land Commission; but there is the Act of 1888—the Mokau Act—which says that the leases signed in favour of Mr. Jones in the Mokau Block shall be valid for all purposes, and that nobody else shall be allowed to register in respect of those lands.

7. *The Chairman.*] Under certain conditions: there were certain conditions specified in the Act?—Yes; but I am referring to the section of the Act. The Commission have reported that because leases were obtained and signatures were not obtained to the original lease, but were obtained to subsidiary leases instead, therefore the leases were invalid; but there was the statute, and these people signed the leases and they got on the register. However, it is immaterial. But the absurdity of the position, as I understand it, is this: If that claim is valid it exists just as much to-day as ever it did. The purchase of the freehold has not extinguished the right of the Natives to damages for the registration of the documents creating leases. It has been held that they did right to take £25,000 for the freehold because of the existence of these leases, and because these leases, being held by *bona fide* purchasers for value under the Land Transfer Act, depreciated seriously the value of the land. If that is so, and if those leases were improperly registered, then the Natives have just as good a claim for £80,000, or whatever the sum be, against the Assurance Fund to-day as they ever had. The purchase of the freehold by Mr. Lewis has not extinguished the claim of the Natives, if any claim exists, against the Assurance Fund. Another ground upon which the Law Officers of the Crown could not have advised there was any claim is this: The leases were registered many years ago, and the Land Transfer Act limits the right of action for damages in such cases to six years from the time when the cause of action accrued, and the cause of action in this case accrued at the time the leases were registered. It is suggested —and it is possible to found an argument on the suggestion—that the cause of action arose at the time the transfer to the *bona fide* purchaser for value was registered. That is not the act of the Registrar which is complained of. The act of the Registrar which is complained of is the registration of the invalid lease, not the transfer to the *bona fide* purchaser for value, which he was bound to register. But the point I wish to make to the Committee, and which was apparent to me all along, and which was apparent to the Natives who were advised by me, is that if there is such a claim it is not got rid of. I read Mr. Dalziell's letter upon that point with great astonishment. As to the way in which the Natives were led to pass these resolutions—and I expressly say that they were not misled by my learned friend: they were led into agreeing on the assumption that they had to find £800 as the alternative. It is quite obvious that if any Government officer or the Maori Land Board had considered the matter for a moment they would have seen that if the Natives desired to litigate the matter the Government had already offered them legal assistance. I do not doubt for a moment that the Government would have been just as willing to allow me to act for the Natives as Mr. Skerrett, and to guarantee the Natives against expense. But all that is as to the wrong that the Natives, I think, suffered by being persuaded into the idea that it was a good thing for them to sell this land and get rid of litigation. Litigation did not affect them. They could enter into it or not as they pleased. If they attacked the leases there would be litigation, but nobody could attack or put them to cost about their legal position. The Maori Land Board, from the point of view of those who were advising the Natives, took a most extraordinary view. The Board's business was to protect the Natives. Now, the sole object of this meeting of assembled owners was to get a conveyance from the Maori Land Board instead of from the Natives. The purchasers could not have got a conveyance of this land from all the Natives. That is well known. Some of them, at all events, would not sell under any circumstances. The only way to get the thing carried through was to get a statutory conveyance signed by the Maori Land Board, which conveys away the lands of people who do not want to sell if you can get a majority of those who want to sell to vote that such a conveyance shall be executed. That was the object, and the only object, of calling the owners together. The Maori Land Board did its best to give effect to that by insisting upon meeting after meeting, until a resolution was passed which put into their hands the power of conveying away the lands of people whom they knew perfectly well did not want to sell. The Board made conditions. They had no power, I submit, to impose the condition which has been emphasized so much—that the purchaser shall sell the land in pieces to subpurchasers. There is no power given to the Maori Land Board by the statute for that purpose. The

Maori Land Board did something else which is still more extraordinary, Mr. Chairman. They directed that £2,500—10 per cent. of this £25,000—should be paid into the hands of certain Natives to be applied in payment of expenses.

Hon. Sir J. Carroll: Perhaps we will get that better from the Board.

Witness: Yes. My point is this: I am submitting that the Maori Land Board was not only concerned in getting the resolution passed, but it actually provided that the expenses—of whom I do not know—should be paid by 10 per cent. of that money; and this 10 per cent. has been placed in the hands of two people, one of whom is making a claim of £1,000 for commission for selling the land.

Hon. Sir J. Carroll: That wants to be reduced to the actual fact, which is as to what the Board did.

Witness: Yes, Sir James. If I am misstating the position I am very sorry. But, again, the Board had no power to do that.

Hon. Sir J. Carroll: If it did it.

Witness: "If it did it." What the Board did with regard to this 10 per cent. I do not know. It seems from what Sir James has said that I have misunderstood it; but the Board did something with 10 per cent. of the purchase-money when it had no power to interfere with a shilling of it. Of course, a lawyer's opinion is not worth anything on the question of value, and I am not offering an opinion, but I am suggesting this as a fact which I used to guide the Natives upon this question of value, that if there were a number of experienced gentlemen who were willing to pay a large sum of money for the land, they might well rely on that as against the opinion of valuers who were employed to assess the sum at which it would pay the Government to buy the land. The Natives, I think, were influenced to some extent by that way of putting it, and I still adhere to it. The position I take up is this: that the Natives never had independent legal advice, and that the Maori Land Board, whose business it was to protect the Natives, saw that they had no independent legal adviser, and ought to have seen that they were protected. The Maori Land Board, so far from trying to protect the Natives, did everything in its power to force through this sale. Secondly, that there never was any substance in the claim against the Assurance Fund, but that if there was, then it is still open, and if £80,000 is the damage which was suffered by the registration of the leases, the freehold must be worth a quarter of a million. Those are the facts which I venture to submit, speaking from the point of view of the Maoris, are important. I have nothing whatever to say on the question of the Government's action. I am neither competent nor desirous to express an opinion upon it. That is all I desire to say.

8. *Mr. Massey.*] You referred, Mr. Bell, to a sum of £800 which the Natives were required to raise before any action could be taken. By whom was that £800 intended to be held?—By the committee representing the Natives.

9. That is, by Tuiti Macdonald?—It was to be put into a bank.

10. In whose names?—Well, I suppose I should have had some control.

11. Still, it was to have been held in trust?—Yes.

12. It was not to have been handed over to your firm or any other firm?—No.

13. You mentioned that 77 per cent.—I think you said 77 per cent.—of the Native owners were opposed to the sale when it was first suggested to them?—I do not know that. The 77 per cent. was the information I got, by telegram or letter, from Mr. Hardy and Mr. Tuiti Macdonald between the first and second meetings, when they were getting the signatures to the warrants.

14. They informed you by telegram or letter that 77 per cent. of the Natives were opposed to the sale?—Yes.

15. Have you got the letters?—Yes, I have the one about the 77 per cent. And here is one of the telegrams. [Produced.]

Mr. Massey: There is one paragraph in this letter from Mr. Hardy referring to the point I have raised, and it is this: "It was not till after the second Court"—I presume that was the second meeting of assembled owners—"that Dalziell learnt the strength of his opponents represented by my party—namely, 77 per cent. of the whole."

Witness: The telegram reads: "New authority excluding Macdonald signed by Natives. Have been very successful as to signatures to writ, &c. Hope see you shortly. Notified Board *re* adjournment.—Hardy." That is only one of the telegrams I received, and the final result is said to be 77 per cent.

16. *Mr. Massey.*] According to this letter, then, the strength of the party opposed to the sale even at the second meeting was 77 per cent.?—That is Mr. Hardy's report. Of course, I was not there.

17. Mr. Hardy was one of the committee appointed to look after the Native interests?—Yes, he was chairman.

18. Is it correct that Mr. Hardy changed his mind after the second meeting, or changed his attitude?—His explanation is here in this letter. He says, "Luckily, however, about that time Mr. David Whyte, representing a syndicate from Hawke's Bay, called upon me (being an old friend) and asked me to subscribe for shares in a company formed to take over the Stubbs' coal property, and the Mokau lands if Lewis succeeded in getting the freehold. I refused to take any shares, but, having heard the whole proposals of the company, thought it would overcome the Native scruples against parting with their land if they could sell and retain an interest in the form of shares. I forthwith laid the proposition before the Natives and it was promptly accepted, all facts having been divulged and afterwards published in Wellington."

19. There is another point about which I want to ask you. It has been suggested that if the Government had purchased the freehold interest from the Native owners there would have been difficulty about acquiring the interests of the leases. I do not know whether you have noticed section 375 of the Native Land Act, 1909. If so, might I ask you whether you think the difficulty

is provided for there?—I should have thought it quite plain that it was; but, then, I am only giving a legal opinion.

20. It is really a legal opinion I am trying to get—perhaps "on the cheap"?—I should have thought it quite plain.

Hon. Sir J. Carroll: I do not think there is any dispute about that. The Government could not have got the lessees' interest for nothing. Mr. Massey wants to make it quite clear that we could have determined the lessees' interest, apparently, without paying for it.

Mr. Massey: Oh, no, I do not say that. I must put the section in evidence to meet the suggestion that has been made by the Native Minister. It is as follows: "If any land so purchased by the Crown"—that is, Native land—"remains subject to any lease or license, the Minister of Lands may, if in his opinion the land is required for immediate settlement, determine that lease or license by notice under his hand delivered to the lessee or licensee, and to all persons having any legal estate or interest in the lease or license. (2.) The lessee or licensee and all other persons having any estate or interest in the lease or license so determined shall thereupon be entitled to compensation in accordance with the Public Works Act, 1908, in the same manner as if the land had been European land taken by the Crown for a public work, and all the provisions of the said Act shall, with all necessary modifications, and so far as applicable, apply accordingly. (3.) Every claim for compensation under this section must be made within twelve months after the determination of the lease or license in pursuance of the notice aforesaid." My point is that if the Government had purchased the freehold interest under this section they could have determined the leases, and compensation would have been arrived at in the same manner as when land is taken under the Public Works Act. I ask that that section be put in evidence. [Statutes put in.]

21. *The Chairman.*] With regard to the price: In your experience, Mr. Bell, are the Maoris the only persons who object to the price that the Government offer to pay for land when the Government wish to purchase?—No. The valuation of the Government officers for the purpose of purchase, and the valuation of Government officers for the purpose of rating, are two entirely different things.

22. You know that when an estate has been taken under the Land for Settlement Act the price that is put on it is in some cases an extraordinary one. Would the Maoris do anything unusual in endeavouring also to get a very high price for their land?—No. If you are putting it to me that the Government pay a fair price for Maori land—well, I do not know; but the Maoris do not think the Government do.

23. In connection with the Maori Land Board: Is it unusual in your experience for the Board to have frequent meetings with the Natives when dealing with the disposal of their lands?—No, it is not unusual, but I have never known of a case like this, of a Maori Land Board trying to persuade Maoris against their will to sell their land for a sum.

24. *Hon. Sir J. Carroll:* I think I must take exception to that statement, because Mr. Bell, I think, is not in a position to say that the Maori Land Board did persuade the Natives?—No; I think that is correct. I ought not to say that the Board did. I say that the whole of the evidence before me shows that that was what they were engaged in doing—persuading the Natives that it was for their benefit that they should sell the land.

25. That is evidence you gather from correspondence between yourself and your clients?—Not only that, but from the circumstances any one could draw that inference.

26. *The Chairman.*] In regard to attacking the Land Transfer Fund, you are aware that proceedings were threatened by parties interested. When the sale was held by the mortgagee proceedings were instituted, and caveat was lodged against the registration of that title to the purchaser. Well, if that had been carried out what would have been the proceeding? Would not the Land Transfer Assurance Fund have been assailed?—By Mr. Jones?

27. By any person. Mr. Jones, for instance, did lodge the caveat?—He could not have recovered against the fund. The document registered was a document which Mr. Jones had executed. He could get the document set aside, but he could not recover.

28. If the Court had sustained Mr. Jones in his contention, would not Mr. Jones have had a clear case against the Assurance Fund?—Absolutely none whatever—at least, that is my humble opinion. I do not think it is arguable that Mr. Jones could have had a case against the Assurance Fund. He had a case against the people who were registered.

29. With regard to some of the Maoris not agreeing to a sale, is it not frequently the case that some Maoris interested in a block object to sell, and that they are protected even by statute now at the present time from being cut out of any block?—If they are landless?

30. Yes?—If you are asking me whether the Act of 1909 has not created a great change in the law, I say that it has. Before, a recalcitrant owner could require his interest to be cut out. The effect of the Act of 1909 is to enable people to sell his land over a Native's head without his consent.

31. By resolution of a majority of the Maoris interested?—Yes, the minority disappears.

32. *Mr. Herries.*] A majority of those present?—Yes.

33. *Hon. Sir J. Carroll.*] You said that the Board forced this sale through. In what way did it force the sale through that you are aware of?—The Board, after the first meeting, adjourned for a second meeting. The resolution was not passed at the time of the second meeting, and they adjourned for a third meeting. The Board, between the second and third meeting, knew that the Natives were without independent advice, and they knew that the Natives were changing their opinion and were being persuaded to change their opinion.

34. How do you know that the Board knew they were changing their opinion?—The Board had before it what took place at the first and the second meetings. The object of holding the third meeting was that the Natives' opinion should be changed. What other object could there be?

35. Is not that in the region of mere deduction on your part?—It is deduction, but it is logical deduction.

36. The Board could hold meetings, could it not?—I do not understand you.

37. You suggest an act of compulsion. That wants clearing up?—The Board did resolve to exercise its power of coercing those who were against the sale into selling by executing a conveyance or transfer in favour of the intending purchasers.

38. "Coercing" is a very strong term. Did the Board personally coerce? Did it see the Natives? Did it pray and beseech them to sell? What act of the Board would you call coercion?—They exercised their statutory power of coercing. Having ascertained at the first and the second meetings that the Maoris were adverse, the Board continued to hold meetings until they could get the statutory powers to coerce the recalcitrants.

39. I may be dull, but I fail to see——?—I have said that the Board must have been convinced that it was in the Maori interest, or they would not have done it. I do not suggest that they were corrupt.

40. If in the first meeting the majority of Natives were adverse to a sale, there is no option in the Natives, according to you, to alter their opinion?—Certainly there is an option.

41. Then it must be clear that they afterwards decided, by a majority, to sell?—Yes, they were misled as to the position. The Maori Land Board ought to have seen they were not misled.

42. Were they misled?—Certainly they were. They were misled by being informed that the alternatives were only two—either to raise £800 or surrender.

43. You are not prepared to say who misled them?—Oh, yes. Their own committee misled them; but I do not know what induced their committee to do so. Mind you, do not suppose that when I use the word "misled" I mean anything more than that the committee misunderstood the whole position, and the Maoris misunderstood it.

44. Did the Maori committee subsequently inform you that they had been misled?—One or two of them made the usual fuss afterwards, but I think their grievance was that they were not getting enough, or something like that. As a matter of fact, I have not listened to them since.

45. Was not the committee you refer to a committee formed of your own clients?—At my instigation. Two of them were not my clients—Mr. Hardy and Tuiti Macdonald. The others were.

46. But Mr. Hardy was the chairman of the committee?—Yes, but he was not my client. The clients were the Native owners of the blocks.

47. But he was in association with them—acting with them?—Yes.

48. And became chairman of the committee?—Yes.

49. I understand that that committee was acting between you and your clients—an advisory board, really?—Yes. They were the means by which so large and unwieldy a body should communicate with me, and through which I should communicate with so large and unwieldy a body.

50. That is the principle established by the Act: the main change in the policy—that a majority of owners by resolution can sell the land?—I think that is a very just observation.

51. You say that the Board ought to have seen that the Natives had independent legal advice?—When they saw that for some reason the Natives' attitude was changing.

52. You are aware that the Maori Land Board has to deal with hundreds and thousands of transactions between Natives and Europeans with regard to alienation of Native land?—I should think you are exaggerating.

53. Well, all transactions go before the Board?—Yes. If you are suggesting to me that this was not an exceptional matter and one which required very great care, when the Natives were being asked to accept what was considerably less than the value of the land for certain alleged reasons—if you are suggesting to me that it was not exceptional, then I differ, and express my strong opinion that it was exceptional and did require special care.

54. Of course, the Board as a statutory body would satisfy itself on that point. It evidently saw no reason to act otherwise than it did under the circumstances, although you take exception to its action?—I think that if you had suggested to the Board that it was a matter which required great care they would have taken more care.

55. Can you suggest anything to a statutory body?—Well, I do not know whether you can.

56. In your remarks just now you said it was an exceptional case, especially when the Natives were parting with the land at considerably less than its value?—Yes. There were special reasons reducing the value. Nobody suggests that this land is worth only £25,000—at least, I have not heard that suggestion. I am assuming that the value is supposed to be £25,000, because it is depreciated by a certain class of invalid documents. Well, I say that is a case where great care is required. But may I add this: If it be the rule that wherever Native land is subject to a long lease the lessee or some other person is entitled to buy it at its value as depreciated by the lease, I shall be very glad to hear it, because many clients of mine will be glad to engage in that form of transaction.

57. That is a rule. Personally, of course, Mr. Bell, you do not know anything about the value of the land?—No. I should not if I had been there.

58. And you could not say whether the Natives got fair value or not?—I am perfectly sure they did not, because I have the greatest possible respect for the gentlemen who have seen it and purchased it, and would take their opinion on any question of the value of land.

59. It is on that that you base your assumption?—Not only that. This is a block of land on the coast north of New Plymouth, and one has a general idea of what improvement it is capable of, and I have heard, though I have not seen it, of what the part of the block that has been improved is supposed to be worth.

60. Any way, you could not give evidence as to value?—No; but I know this—and it is this I am speaking from when I say the price was absurd: whoever held that land would have had to

commence improving it, and the Natives would have had the benefit of those improvements at the end of the lease. You cannot take the land's value from the condition it was in through Mr. Jones's impecuniosity. Whoever purchased the lease would have improved the value of those lands, and the Natives were entitled to the inheritance which they would come into.

61. After twenty-odd years?—After twenty-six years. That is a very important matter. If you lease land at a very low rent you do so because you are going to get the land back at a very much higher value.

62. You said that a change came about in the mind of your committee which ultimately resulted in their consent to the sale, of which you were not apprised?—For some reason they were careful not to inform me that their minds were changing.

63. Mr. Tuiti Macdonald is a land agent, is he not?—I only know him as a licensed interpreter.

64. And a conductor of cases in the Native Land Court?—Yes, I think he is.

65. And Mr. Hardy—I do not know his connection with Native-land matters, but being a European I should say he knew what he was about?—I think he did.

66. At the critical moment they failed—both these gentlemen of experience and intelligence and business capacity in regard to Native-land transactions—failed to inform you of the proceedings which led up to the conclusion of the deal?—I think they arrived at the conclusion that it would be a very good thing if I did not go up there.

67. You say that the sale of the freehold by the Natives did not extinguish any claim against the Assurance Fund, supposing there was a claim?—That is so, and I do not see how it could. You might have got a release from some of the Natives, but it could not release the claim by the whole body. I do not know what steps the Government may have taken to protect themselves, but assuming they have taken no steps the claim still remains, if it exists at all. Of course, I think it is all bogus—blank cartridge. May I add that Mr. Skerrett put it in because the time had nearly expired. If the six years ran from the registration of the first transfer to a purchaser, the time had very nearly run out. He put it in to save that. I do not think you will find that Mr. Skerrett has ever told you there is anything in the claim on the Assurance Fund.

68. He had to preserve their right of action?—If the time does not run from when that lease was first registered, or if you can find that Mr. Skerrett does not say so, I shall be very much astonished.

69. You have read Mr. Skerrett's letter to myself—the letter that is printed? It reads: "The existing leases reserve a very low rent, and are, generally speaking, disadvantageous to the Natives, apart from the circumstances that they keep the Natives out of possession of the land for some thirty years to come. Under these circumstances an arrangement between the Natives on the one hand and Mr. Herrman Lewis and his mortgagees on the other is very desirable, both in the Natives' interest and in the public interest. It is desirable in the interests of the Natives because it will put an end to what may be an expensive and long-drawn-out litigation, and will put an end to leases granted by my clients upon disadvantageous terms. It is desirable in the interests of the public because such an arrangement would at once make available for settlement a large area of land suitable for subdivision and sale, a condition of things much to be desired in the interests of the public generally and of the west coast of the North Island in particular. Negotiations have therefore taken place between myself as representing the Natives on the one hand and Mr. Dalziell as representing Mr. Herrman Lewis and his mortgagees on the other hand. I think that an arrangement can be made by which the Native owners should sell their reversion in the block expectant on the determination of the leases for a sum of £25,000, to be paid in cash within three months from the date of the contract. It would be a term of the contract for sale that Mr. Herrman Lewis should, within a period of three years, subdivide and sell the blocks of land in areas not in excess of the areas prescribed in Part XII of the Native Land Act, 1909, and that Mr. Lewis should not be entitled to call upon the Native vendors for conveyances or transfers of any part of the block except to purchasers of the same in the prescribed areas. The interests of the Natives will be protected, because if the purchase-money is not paid within three months they will be entitled to rescind the contract for sale, and the parties will revert to their legal rights anterior to the making of the contract. The whole arrangement will be made without prejudice to the existing rights of the Natives to avoid the leases or to re-enter and determine the leases should for any cause the sale not eventuate"?—Yes. I have quite an unfeigned respect for any opinion of Mr. Skerrett's, but I do not think he could have been serious when he wrote that about the Land Transfer Act. Mr. Skerrett supposed, evidently, that you would take steps to get the claim under the Land Transfer Act cancelled if you allowed the sale, but you have not done it.

70. In your opinion, would the Crown be excused for taking action under advice so given, or opinion so expressed?—Mr. Skerrett was not advising you.

71. No; but on the opinion expressed there, would it?—You see, you ask me a very peculiar question. If you had acted on the advice given you by the Chief Justice of the Supreme Court and the Chief Judge of the Native Land Court, of course, you never would have agreed at all. Now you ask me to compare the Chief Justice and the Chief Judge of the Native Land Court with Mr. Skerrett. It is exceedingly difficult for me to venture an opinion upon that point.

72. I understand your position?—My answer to you is that you have the opinion of the Chief Justice and the Chief Judge of the Native Land Court, and if you are going to act on legal advice you should choose the Judges and not the lawyer.

73. You say that the leases under the Act of 1888 were validated?—They were directed to be registered; they were validated by the Act of 1888. That opinion is against the opinion offered by the Chief Justice and the Chief Judge; quite right. Mr. Skerrett and I are at one as to the leases, all except 1r — that the opinion of the Commission ought not to be acted upon without

your legal advisers advising you to do so. As to 1F, we are all agreed that the lease was voidable, and the Commission were quite right in that opinion.

74. *Mr. Massey.*] Is that the big block?—Yes.

75. *Hon. Sir J. Carroll.*] That is the block in which the majority of the Native owners consented to the sale. (To witness): Had the Government acquired the freehold from the Natives, the claim of the lessee would have held good—that is, the freehold must be subject to the leases?—No doubt.

76. Any purchase would be subject to those leases?—If the leases were good, of course, it would be subject to them.

77. There is a strong suggestion, statutory or otherwise, that they were. They were hard to remove, at any rate?—Yes, I think they were good except the one in respect to Block 1F. But I do not quite see what your question means. I am only a witness upon the question whether the Natives have been injured; I cannot be a witness on the question whether the Government did wrong in not purchasing themselves. Why should not the Government have left them alone? Why should the Maori Land Board persuade these people to part with their land?

78. That is where we disagree. You will insist that they were persuaded?—The alternative you are suggesting to me is that the Government should have purchased. I understand that Mr. Massey puts that as an alternative. I have not done so. I cannot understand it. Why should the Natives be obliged to sell at a gross under-value because you are not prepared to give a fair value?

79. We differ on that point. We say that the Natives got a very good price under the circumstances?—The Government say so. I do not think you yourself think so.

80. Oh, yes, I think they did under the circumstances. However, that is neither here nor there. You have made it clear that your evidence is merely as to the Natives and their interest?—I hope that I made it quite plain that I have not here ventured an opinion as to the action of the Government in the matter. I am not a politician; I am only a lawyer in this matter, and the question is whether it was advisable for the Natives to sell. Whether the Government have acted rightly or not I do not know. I do not think it is in the public interest, but that is another matter.

81. In your reference to Mr. Skerrett, in your opening statement, you made it appear, I thought, that he was associated with the Commission at the time the Commission investigated and reported on the Mokau land?—No, I feel sure he was not, because I knew he had given up acting under your first authority, given some time before that. He was brought in again, I understand, under that general authority. I assume, for instance, that the Government paid Mr. Skerrett's expenses in connection with Mokau as well as other lands.

82. No. That is the point I want to clear up?—The Maoris have not paid him, as I understand it.

83. I could not say. He was not engaged by the Government at all?—Then he will be paid out of the £2,500.

84. That is a matter between him and his clients?—Entirely so. But I am confident Mr. Skerrett never thought he was acting for persons who were responsible to him for his fees other than the Government.

85. I think you are wrong there. He was entirely dissociated from the Government. He was acting for certain of the Native owners of the Mokau Block?—If he was acting only for certain of the owners he could not possibly have given general advice. His advice given to you is on behalf of the whole Natives. I know Mr. Skerrett so well; he is very careful what he says in that way. He did not say he was acting only for a few Natives when he comes to you.

86. He says in his letter, "I have the honour to apply on behalf of the Native owners"?—I am confident I am right that Mr. Skerrett was acting then under the authority which you had given him to advise the Maoris.

87. No, that is not so?—Well, of course, you know and I do not.

88. *Hon. Mr. Ngata.*] Was there any time when you could say you represented the whole of the owners subsequent to Mr. Skerrett dropping his brief?—Never at any time. I never claimed to.

89. You represented a section?—What you call a section turned out to be a large majority, so I understand.

90. More or less?—More or less.

91. You did not represent the whole of them?—I never pretended to. The question arose between Mr. Skerrett and myself as to which represented the majority, and he was satisfied after the first meeting that I did.

92. You did not at any time represent the Pepene faction?—No. That is the gentleman who is now claiming £1,000 for effecting the sale. Those gentlemen who were supposed to be representing the Maoris are now claiming a commission for having sold the block.

93. The statements of fact in the evidence that you have given us are limited to what took place after the first meeting of assembled owners and up to the second meeting?—And after the second meeting to this extent, that the Natives had no independent legal advice.

94. But as to the details of what actually took place at the meetings of assembled owners you have no personal knowledge?—No.

95. Beyond what Mr. Hardy and Tuiti Macdonald informed you?—I have put in Mr. Hardy's report.

96. So that all the charges you have made against the Maori Land Board, more particularly the President of the Board, are largely from what you have deduced from Mr. Hardy's report?—Why do you say "more particularly the President"?

97. The Board was never at the meeting of assembled owners. The only place where the Board comes in is to set the machinery in motion. The Board itself as a Board is never present at the meeting, only the President?—That is so.

98. As to the rest, your statement is your opinion, very largely, as a legal gentleman?—I should be very much surprised to learn that you do not agree with me.

99. For instance, you do not agree with the Commission in its opinion with regard to the validity of the leases in its report to the Government, and you have given that in evidence?—It is a question of the right of the *bona fide* purchaser for value to hold it, you see. You may say that it is Mr. Jackson Palmer I am differing from.

100. Not the Chief Justice?—Oh, the Chief Justice too.

101. But there is a doubt upon that point when such eminent gentlemen as yourselves differ about the position of Mr. Jones's leases?—If you are going to accept the Chief Justice, there never was a claim upon the Assurance Fund, because the leases were never validly registered. If you accept what the Chief Justice and the Chief Judge said, then the claim against the Assurance Fund is bogus and there is an end of it. If they are right, no damage was suffered by the registration.

102. *The Chairman.*] That is owing to the fact that the leases never were registered?—Yes, that they were void, and that it was a provisional register, and therefore the same right of attack exists as if there was no Land Transfer Act. If the Chief Justice and the Chief Judge are right, there is still no claim against the Assurance Fund, and they do not suggest that there is.

103. *Hon. Mr. Ngata.*] You have not a list, I suppose, of this committee that was set up at your instance?—Yes. This was the first committee: Mr. Hardy, Mr. Tuiti Macdonald, Aterea, and Pairoroku. Then I can give you the change that was made at the meeting held on the 29th January—the meeting of the owners of sections: Mr. Hardy, Aterea, Pairoroku, Wetini, Tauhia, Te Oro, and Tatana. They wrote on the 29th January to say that at a meeting held at Mokau on the 29th January business was discussed and so forth, and it was decided that there should be a change. I will put the letter in. [Letter put in.] They got rid of Tuiti Macdonald at that time for some reason.

104. Beyond Mr. Hardy's statement in a letter to you that he had obtained the authority of 77 per cent. of the owners, you do not yourself know that you represented 77 per cent. of the owners?—No. They said in the letter that the warrants which had been sent out were being signed in great numbers.

105. Did that authority ever reach your office?—No, I never would accept it afterwards. When they had sold I would not be bothered any more with them.

106. I suppose we can get it from Mr. Hardy?—Yes, I think you will get from him how many signed.

107. You expressed an opinion as to the effect of certain provisions in the Act of 1909 with regard to the powers of assembled owners. You are aware of the provision in the statute for a dissentient owner cutting out his piece?—No; it is only if he is landless, is it not?

108. No. If he signs a memorial of dissent at the meeting the Board must send that on to the Native Land Court for partition. Do you know whether that was done at any of these meetings?—No. If you have got the Native Land Act there would you mind referring to the provision that you mention?

109. It is in section 348, I think?—No, I think you are wrong. That section relates to a case where there has been an application for partition. It empowers the Board to deal with the land notwithstanding a pending application for partition.

110. I have given you the wrong section; but there is such a provision, I know?—I think it only applies to landless people.

111. No. Passing to another point, it is unfortunate that Mr. Skerrett is not here, but in his letter to the Native Minister he says, "I think that an arrangement can be made by which the Native owners should sell their reversion in the block expectant on the determination of the leases for a sum of £25,000, to be paid in cash within three months from the date of the contract." Mr. Skerrett does not express any opinion there that that is an insufficient sum for the freehold of the Natives. I understand he put that view before the first meeting of assembled owners—that he considered that £25,000, if accepted by the Natives, was a fair thing for them?—Yes, he told me he had done so. He told me also that the Natives did not agree with him, and that he was not going to do any more in the matter.

112. I know as a matter of fact that he was of opinion that if the Natives got £25,000 it would be a good thing for them?—Yes, he could not have recommended it unless he thought so.

Mr. Dalziell: I should like to mention that clauses 344, 345, and 348 of the Native Land Act give the power that Mr. Ngata referred to just now.

113. *Mr. Mander.*] I should like to know whether, in Mr. Bell's opinion, there were any greater difficulties in the way of the Government purchasing this block than in the way of Herrman Lewis purchasing?—Yes. There was no difficulty in the way of the Government purchasing from the Natives and Herrman Lewis combined, but if the Government dealt with the two separately they would have to arrive at two separate prices. Mr. Herrman Lewis combined both interests, and therefore it was simpler for him.

114. *Mr. Seddon.*] You referred to the Mokau Land Act and some provisions of it: what bearing has that on these leases?—The question is whether these Natives would have a claim on the Assurance Fund though they had executed these leases. Well, they executed a series of documents within an Act of Parliament which declares that these leases shall be valid for all purposes. Those documents are presented to the Registrar, who has the Act of Parliament before him. It is the Natives who mislead him. The injury done to the Natives is not done by the Government in any way; it is done by the Natives themselves. My reference to the Act is to show that the Registrar would not register the leases unless somebody came to him and said, "Here are leases executed within this power." Otherwise he could not register Native leases at all.

115. You give it as your opinion that the Natives have no claim on the Assurance Fund whatever?—Yes. I have never heard of such a claim—a claim by a person who, by his own act, has lost his land. No such claim against the Assurance Fund has ever succeeded yet, at all events.

116. *Mr. Dive.*] I understood you to say that if there was any claim against the fund it had to be made within six years of the lease?—That is my opinion.

117. And I understood you to say further that you are satisfied the Crown Advisers could not have advised the Government that there was any claim against it?—Yes, I do not believe the Crown Advisers ever have done so.

118. Then the reply made by the Native Minister to Mr. Massey, that that was one of the reasons why the Government could not purchase, falls to the ground?—I was not trying to reply to the statement, but that would follow from what I said.

119. I understood you also to say that the Maori Land Board could not make any stipulalations or terms as to the sale of that land, in respect of how it should be cut up and settled within a certain time?—I should think it was perfectly clear. I do not suppose anybody contends that they could. Mr. Skerrett says that Mr. Herrman Lewis will enter into a covenant to that effect. The Maori Land Board has no power to make such conditions. You do not suggest it, do you, Mr. Ngata.

Hon. Mr. Ngata: The facts are not as stated, you see.

120. *Mr. Herries.*] When did these Natives first come to you, Mr. Bell? Have you got the date?—I have the date of the first meeting.

121. You said it was before the first meeting of assembled owners: that was on the 6th January. Did they become your clients before the first meeting?—Oh, yes. I gave an opinion—a long opinion—on the 23rd December, 1910.

122. To whom?—It was sent to Tuiti Macdonald, but there had been several Natives asking for it.

123. Is that the first opinion that you gave?—It was the first written opinion. I had expressed my view as to the report of the Commission before that.

124. When did they come to you the second time?—They were there on the 11th and 12th January. I have minutes of meetings on those dates.

125. That was after the first meeting?—Yes.

126. That was after the first meeting of assembled owners?—Yes.

127. Was that the time the committee was set up?—The committee was set up on the 11th.

128. Did you at any time suggest any price that they should accept?—Oh, no.

129. Did they ever consult you with regard to the price that they should accept?—No. They told me that the £25,000 was a "Government price," and that the land was worth a great deal more. They were quite determined not to sell at all.

130. It was not a question of price?—There were both questions; but they were not bargaining about the thing at all.

131. Did they consult you with regard to attacking the leases?—Yes, at the meeting on the 11th January. My opinion was given on the two points in December.

132. Did you advise them that they had a good case?—With regard to 1F, a perfectly clear case; with regard to the other leases, no. 1F was the important lease.

133. What was the date of the third meeting of assembled owners?—That I do not know.

134. Was it some time after the second one?—I think it was some little time after. I never knew anything at all about it. I remember seeing in the newspaper that the sale had been agreed to, and was very much astonished.

135. *Mr. Massey.*] Did the agents of the Natives—Mr. Hardy or any of the others—inform you of the change of attitude on the part of the Natives?—No, they carefully abstained from doing it. Mr. Hardy explains why he did not: somebody came to him and offered him some shares or something.

136. *Hon. Mr. Ngata.*] Was your position known to the Board at all in this matter—was it known that you were advising the Natives?—Yes.

137. By communication direct with the Board?—Direct letter. Several telegrams passed between Mr. Bowler and myself as to the date. Both Mr. Dalziell and Mr. Bowler were evidently desirous that I should be there. Neither Mr. Dalziell nor Mr. Bowler did anything to keep me away.

138. I do not mean to suggest that at all. I just wondered whether the Board knew you were representing the Natives?—I can give you a duplicate of the first formal letter [put in].

Mr. Massey: I can answer that question of Mr. Herries's about the date of the last meeting. I have a copy of a letter from Mr. Bowler on the subject, and he says this: "Yesterday an application was made to the Board then sitting"—this is dated the 25th March—"for confirmation of resolutions passed by a meeting of assembled owners held at Te Kuiti on the 22nd instant." The third meeting, therefore, was held on the 22nd, and the sale was confirmed by the Board, apparently, on the 24th.

139. *Mr. Dalziell.*] With regard to Mr. Skerrett, Sir James Carroll told you that Mr. Skerrett was not employed by the Government. You suggest that Mr. Skerrett told you after the first meeting that you were to take charge on behalf of all the Natives?—No, he did not say that. He said, "I shall not interfere any more; you represent the majority." And he told his office so. That I verified by asking Mr. Blair.

140. I have no doubt that is so, but do you not know that when arrangements were made at the second meeting they were made to suit the convenience of you and Mr. Blair and myself?—That is so.

141. So that even at that date—late in February—Mr. Blair was representing a section of the Natives?—Yes. Well, Mr. Blair told me what I have told you. I did not remember, but I

do recall now, what you tell me—that when you were trying to arrange a date Mr. Blair's convenience was consulted.

142. You say there is nothing in the claim against the Assurance Fund. Do you think that one should not give some credit to a claim of that kind made by Mr. Skerrett?—If you give credit to the claim at all, obviously you must give credit to the fact that he claimed £80,000.

143. Either Mr. Skerrett thought there was something in the claim or else he was bluffing: you must choose one of these alternatives?—Well, you see, I do know something about it. Do not ask me any more about it. I have discussed the matter. I cannot give you any idea of what Mr. Skerrett's mind on the subject was. I do not know.

144. I do not think it is fair that you should make a suggestion of that kind: you say that you must refrain from referring to a matter which you could tell us about?—I did not mean that; I am not suggesting that. You are asking me what I think Mr. Skerrett thought, and I say I cannot tell you.

145. You said that the Maori Land Board—and, it would almost follow, a section of the Natives—were endeavouring to prolong this meeting, so that the Natives could be induced to sell. You said that, did you not?—I think the Board did, and I think you did too, because I think you did your duty to your client.

146. Do you know that the chairman of the meeting was asked by the representatives of both sides—Pepene on one side and Tuiti Macdonald on the other, one proposing it and the other seconding—to adjourn for the convenience of both sides at each meeting?—The Natives who came to me did not take that view at all.

147. I was present at the meeting. You do not know that that is so?—Not at all, except that they were very much annoyed that there was a second meeting.

148. Do you know that at the second meeting, when you were expected but were not present, Tuiti Macdonald, who represented your section, and that his section were willing to sell, but they asked the President of the Board to adjourn in order that they might meet their people at Mokau?—Did that take place?

149. Yes?—Then Tuiti Macdonald seems to have sold everybody. Who purchased him? I know you did not. Who did?

150. I know you did not either. Do you not think he might have honestly come to the conclusion that it was the best thing to do in the circumstances?—Absolutely impossible, because if he had he must have telegraphed me that his mind had been changed.

151. You said just now that they arrived at the conclusion that it would be a very good thing if you did not attend. Do you not think that that is hardly a fair way to put it? Might they not just as readily have arrived at the conclusion that, as they could not find the sum which you very properly insisted upon their finding, it was best in the circumstances to come to an arrangement?—Well, they were either knaves or fools. You are asking me to assume that they were fools. I am quite ready to assume that they were fools. I told both of them that they were either fools or knaves, and that is my answer to you. Either they did not appreciate their duty, and were too silly to see their duty in front of them, or for some reason or other they agreed to abrogate their duty. I do not know which it was. I told Mr. Hardy quite plainly to his face that he was either knave or fool.

152. The question of the £25,000 was one on which there might be two honest opinions?—Certainly.

153. And if they took the one opinion you think they were necessarily wrong?—No, that is not the point. They were the people who were guiding the committee whose duty it was to have me there if there was a change. It was at their instance that I did not go, because it was unnecessary, for all they had to do was to object to the resolution. Then, if there was a change, it was obvious that I must be sent for.

154. I do not know what took place between you and your clients?—But you know what is the ordinary duty of a solicitor to his client and a client to his solicitor.

155. Is it not obvious that the reason why they could not get you there was that they could not find the funds which you very properly insisted on their finding?—No; I had £100 which they had paid me. That was quite enough to take me to Te Kuiti and back.

156. The impression there was that they could not find the funds to take you to Te Kuiti?—No, I never suggested that.

157. You have suggested that the Board had no power to appropriate this £2,500. You do not know of your own knowledge, I think, that the Board did that?—No, I have not seen the document which did it, but Tuiti Macdonald, who was appointed one of the committee, told me of it; and I was informed on very good authority that Eketone was also appointed.

158. But anything that would be done in the way of setting apart any sum would be done by resolution of the Natives?—Has not any of the money been spent yet?

159. I do not know; but I should like this made clear?—I think it is quite right to say, as Sir James Carroll suggested, that I really know nothing about it, except in the ordinary way when one gets information on very good authority. I have not seen the order of the Board which deducted £2,500 from the purchase-money, but I understand that has been deducted.

160. But you do not know there has been any order of the Board, do you?—No.

Mr. Dalziell: I think it is fair to say that there is no such order and could not be such an order. Anything done would have to be done by the Natives themselves, with the consent of all of them.

Witness: Where do you say I am wrong about the £2,500?

Mr. Dalziell: In suggesting that the Board has made an order deducting that.

Witness: I accept your correction.

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 Mahoenui. 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

opinion we got from Mr. Bell. I have it here. In that opinion he said it was only in Block 1F that he had no doubt we could upset the lease.

Mr. Massey: I would suggest that the witness read the whole opinion.

Hon. Sir J. Carroll: Mr. Bell has already stated that he gave that advice. I think it will be quite sufficient for the witness to say that Mr. Bell gave it as his opinion that the lease of 1F could be attacked successfully.

Witness: That is so. He said that the leases of the other blocks were assailable only on certain questions, and those questions could be brought forward only by very much litigation. The people whom I was representing had only a very small interest in Block 1F, and the opinion of Mr. Bell was against us with regard to the blocks they were largely interested in. However, I attended the meeting of the Board—the first meeting of assembled owners.

20. *Mr. Herries.*] Was that in January—the 6th January?—Yes. Those present were Mr. Dalziell, myself, and Pepene Eketone. At that time there was a breach between Pepene's party and my party. It was this: those in Pepene's side wanted to sell to the company.

21. *Mr. Massey.*] What company?—Herrman Lewis's company, I take it.

22. Did you know there was a company?—It was mentioned by Pepene Eketone and his party that they wanted to sell to a company.

23. Do you know the names of any of the other members of the company than Mr. Herrman Lewis?—No.

24. *Hon. Mr. Ngata.*] You did not know there was a company?—No. Before the resolution was put by the President of the Board I objected on behalf of my clients. My first objection was that my clients did not want to sell. As a matter of fact, some of them were Te Whiti-ites and Tohu-ites: they would not sell at any price, even if the weight of the land were given them in gold. It is an old gospel of theirs. My second ground was this: we thought we were entitled to more than was offered in the resolution.

25. *Mr. Massey.*] What was offered?—£25,000. As a matter of fact, the Natives informed me at the time, as a ground for our objection, that a certain portion of this block had been sold—if my memory serves me right—to a private company for £2 per acre. It was the northern portion.

26. *Hon. Sir J. Carroll.*] Was not that another block across the river, of 17,000 acres?—Yes.

27. *Mr. Massey.*] It was only separated by the river?—Yes.

28. And it was sold for——?—I was informed, for £2 an acre.

29. Have you seen the block?—Yes.

30. Is it similar land to the Mokau-Mohakatino Block?—It is practically the same, only it has not so much bush, and it is fern country just beyond.

31. *The Chairman.*] Practically level?—Yes.

32. To whom did that land belong—to Stubbs?—If my memory serves me aright, it did.

33. *Mr. Massey.*] Who purchased that block?—That I could not say. However, after all our protest against the resolution, it was put. Before it was put I was quite confident that I would defeat it, as I had quite 75 per cent. of the owners with me.

34. *Hon. Mr. Ngata.*] The owners of 1F?—No, of all the other blocks excepting 1F. My party owned practically the whole of the other blocks, but not 1F. The voting on the resolution in connection with 1F, if my memory serves me, was equal, but as far as the other blocks were concerned there was a majority against the resolution.

35. *Mr. Massey.*] Do you remember the numbers, for and against, in those blocks?—As far as numbers went they defeated us, but when it came to shares we outnumbered them.

36. You had the area?—Yes. I think there were about twenty-five or thirty to eight of my people.

37. *Mr. Herries.*] In which block?—In Blocks 1H, 1E, 1D, and 1J. In Block 1F, if my memory serves me, the sellers had a small majority. After that meeting of the Board I advised the Natives to come to Wellington again to see Mr. Bell as to what we could do further in the matter.

38. *Mr. Massey.*] There was no talk of adjourning at that meeting, was there?—No.

39. The meeting was over and at an end?—Yes. I decided that that should be our last meeting with Mr. Bell in connection with the matter, and that we should proceed with our litigation in testing the validity of all the leases or encumbrances over the whole of the blocks. A committee was formed, authority for us to act being signed by the people. When we got to Mr. Bell's office a meeting of the committee and Mr. Bell was held. Mr. Bell wanted us to pay him a sum of £100 in connection with work that he had already done—giving his opinion and attending to other matters in connection with the whole block. This we paid. After that Mr. Bell mentioned a sum of £800. This sum was to be a fighting fund for us. The amount was to be handed over to a committee, and this committee was to pay out when Mr. Bell required the money. If we failed to find this £800 that was the end of our case. The writ was issued by Mr. Bell.

40. *Hon. Sir J. Carroll.*] You do not know whether the writ was issued, do you?—Yes, we have the writ, signed by 75 per cent. of the owners.

41. *Mr. Massey.*] Was it served?—No.

42. *Mr. Herries.*] Do you know the date of this?—It would be shortly after the meeting in December; it would be about January.

43. After the first meeting of the owners?—Yes. It would be early in January when Mr. Bell drew up the writ.

44. *Hon. Sir J. Carroll.*] Was the writ in connection with all the blocks?—Yes. I and the other Natives proceeded again to Mokau with the view of obtaining the signatures not only of our clients, but of all the other Natives who were in favour of opposing the sale and testing the validity of those leases. When we got to Mokau a special meeting was convened by the committee for the purpose of raising funds. Every scheme conceivable for raising funds was placed before

our committee, but without success. We even went so far as to depute some of the Natives to go to Auckland and ascertain whether their titles there were good for mortgaging in order to raise funds. That also was a failure.

45. They had other lands there, had they?—Yes, a lot of other land; but they had leases over it. Whilst we were endeavouring to get funds another advertisement appeared in the *Gazette*, similar to the first.

46. *Mr. Massey.*] Did it mention the proposal to sell to Mr. Herrman Lewis?—That I am not prepared to say. As far as my memory serves me, the wording was exactly the same as in the first notice.

47. *Mr. Herries.*] At what date was this? [*Gazette* produced.] Will you read the notice out, please?—"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 the adjourned 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 Tuesday, the 21st day of February, 1911, at 11 o'clock in the forenoon, 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 31st day of January, 1911.—W. H. Bowler, President."

48. What is the date of the *Gazette*?—The 2nd February, 1911.

49. *Mr. Massey.*] With regard to this meeting, there is a discrepancy here. You were present at the first meeting, and you told us that it was not adjourned—that the meeting came to an end?—It was at an end.

50. Did you know of the adjournment?—I am not in a position to say. It was at this meeting that Mr. Skerrett appeared, with Mr. Dalziell.

51. For the first time?—Yes.

52. Was Mr. Skerrett working with Mr. Dalziell?—No, I could not say that.

53. Was Mr. Skerrett in favour of the sale or opposed to it?—I take it from Mr. Skerrett's address that he was between both parties. The way he was addressing the Board was to show the Natives the benefits they would gain by acceding to the sale—as far as litigation was concerned.

54. Mr. Skerrett put before them the possible benefits that would accrue from the selling of the land?—That is so—the benefits the Natives would derive as far as litigation and other matters were concerned.

55. *Hon. Mr. Ngata.*] Was this at the February meeting?—Yes.

56. Was this the first meeting he attended?—Mr. Skerrett was not present at the first meeting. It was the second meeting he was present at, as far as my memory serves me.

Mr. Dalziell: At the time of the second meeting Mr. Skerrett was away in England.

The Chairman: We will get all this from Mr. Bowler.

57. *Hon. Sir J. Carroll.*] As far as your memory serves you, Mr. Macdonald, it was the second meeting Mr. Skerrett was present at?—Yes.

58. *Mr. Massey.*] On whose behalf did Mr. Skerrett appear? You say you represented a majority of the owners?—Yes.

59. Was Mr. Skerrett working with you?—No.

60. On whose behalf did he appear? What standing had he?—I am at a loss to this day as to that, but I take it that he was a friend of those who were opposing the resolution only to a certain extent: he was showing my people the benefits they would gain by giving way to the sale.

61. Telling them what a lot they could do with the £25,000—No; as far as litigation and other matters were concerned. I again opposed the resolution.

62. At the second meeting?—Yes. But before coming to that I wish to say this: I notice that in his evidence before the Committee Mr. Bell stated that it was well for Mr. Hardy and myself that he should not be present at that meeting, when Mr. Skerrett attended. In fairness to myself and Mr. Hardy, let me say that our position was this: we never had sufficient funds. Mr. Bell pointed out to us before we left his office that he must be paid before he attended to any of these Native matters, because prior to this case he had had a big transaction with Natives in that district and had not been paid. I consulted the committee on the matter whether it was possible to get Mr. Bell there or not, and the committee decided, in view of the fact that we had no funds whatever in hand, that we could not ask Mr. Bell to attend and give us legal advice when Mr. Skerrett was attending the meeting of the Board.

63. You paid £100 to Mr. Bell?—Yes.

64. Are you aware that Mr. Bell stated on oath that the £100 would have been more than sufficient to enable him to attend the meeting at Te Kuiti on behalf of the Native owners?—That I could not say.

65. So that really there was nothing to prevent Mr. Bell attending?—That is so, excepting this: the committee were bound to protect Mr. Bell's interests as far as his costs were concerned, and we did not care about wiring to him to come and then find that we had no money to pay him. Further, we thought that we could defeat the resolution, even if it was put, seeing that we had a majority on our side. So, armed with that, we opposed the resolution. At this meeting it was adjourned. I could see at that time that some of my people were getting away from me; they were afraid of this £800 of Mr. Bell's. Rather than stay in my camp and be saddled with £800 in costs, they went over to the other side. In view of this I again asked the Board to adjourn for a short period.

66. When you mention the Board do you mean that the Board was present as a Board, or was it only the President?—The Board.

67. At the meeting of assembled owners?—Yes.

68. *Hon. Mr. Ngata.*] Were there three members?—There was the clerk.

69. And the President?—I do not think the accessor was there.

70. Then it was not the Board?—No.

71. *Mr. Massey.*] Still, the President was there in his official capacity?—Yes.

72. Did he take any part in the meeting?—No, no part whatever. It was at this meeting that I asked for an adjournment for the purpose of looking into my position in opposing the resolution. I found that my side was on the wane, and I asked the Chairman of the Board to adjourn for a fortnight to give me time to decide finally what stand we should take. After the adjournment another meeting was convened by me, and Mr. Hardy and all those who were favourable to our cause and stood by us assembled at Te Kuiti.

73. *Hon. Mr. Ngata.*] For how long did the meeting of assembled owners adjourn?—About a fortnight. It was unanimously decided by our committee, seeing that our numbers were waning, that there was no course open to us but to accept what we thought would be fair and just to both parties—to the sellers and non-sellers. Mr. Hardy was then deputed by our committee to approach the company.

74. *Hon. Sir J. Carroll.*] When you say "the company" you mean Mr. Herrman Lewis?—Mr. Herrman Lewis.

75. *Mr. Massey.*] Was Mr. Lewis present at these meetings?—No.

76. Who was his representative?—Mr. Dalziell, I take it.

77. Did Mr. Dalziell act for him at all the meetings?—Yes. Mr. Hardy had to give his reply during the interval of two weeks. Then we should know whether we were to go on further with the matter or accept what we thought fair and just for the Natives. Mr. Hardy went to Palmerston North, and met there members of the company.

78. *Hon. Mr. Ngata.*] I suppose we can get this from Mr. Hardy at first hand. Give us facts that you know yourself. When did Mr. Hardy report back to you?—Before the next meeting.

79. What did he report?—That the company was agreeable to give us £2,500 worth of shares in addition to the £25,000 that the company had already agreed to pay the Native owners. After hearing Mr. Hardy the Natives were quite pleased, because, although they were selling their birthright, as it were, in the block, by means of the shares they still retained an interest. It was only on that condition that they gave way.

80. *Mr. Massey.*] What is the capital of the company?—I am not prepared to say.

81. Was that point explained to the Native owners—the proportion represented by £2,500 worth of shares?—No; but the resolution before the Board covered that.

The Chairman: We will get that from Mr. Lewis.

Mr. Massey: My point is this: that if the witness, who was there representing the Native owners, does not know the proportion of the capital represented by the £2,500 worth of shares, it was impossible for the vendors to know.

82. *The Chairman.*] What is your answer to that, Mr. Macdonald?—I could not say as to that.

83. *Mr. Massey.*] Do you know the value at which the block was supposed to be taken over by the company?—No.

84. *Hon. Sir J. Carroll.*] Will you go on now to the third meeting?—At the third meeting Judge Holland presided as President of the Board. Am I correct, Mr. Dalziell?

Mr. Dalziell: Yes.

85. *Mr. Massey.*] That was the adjourned meeting—the final meeting, Mr. Macdonald?—Yes.

86. According to the Chairman of the Board, it was held on the 22nd March?—Yes. This was the meeting regarding which Mr. Bell remarked the other day in his evidence that I was either sold or that the Natives were a lot of knaves or fools. Before we finally agreed, and before consent was given by me, we had a meeting of all parties—sellers and non-sellers—for our last stand, as it were, in connection with Mokau matters, and it was decided unanimously, in view of the fact that they were getting a further consideration of £2,500 in shares and were still retaining an interest in the block, and seeing that if they did not sell they would have to enter into litigation of which they did not know the end, and which might result in their losing the land they had left—rather than encounter all these obstacles and intricacies of law they asked me to give my consent before the Board, which was done.

87. *The Chairman.*] You gave your consent on behalf of your clients?—Yes. There was no other course for us to take than that. My people were getting away. This £800 and all the other troubles were working on them and they were departing from us gradually, and I knew that at the next meeting I would stand alone.

88. Did your connection with your clients end with that meeting?—Yes.

89. Have you anything further to add?—Only in connection with the £2,500 that has been mentioned for costs. After the resolution was passed it was decided that we should convene another meeting.

90. *Hon. Mr. Ngata.*] Not a meeting of assembled owners, convened by the Board?—No, a meeting of the parties who had agreed to the sale. The Board had nothing to do with it whatever. This was a private meeting of owners, held to ascertain what would be the quickest and cheapest way of paying costs. There were not only the costs of the present matter, but it appears, from statements made by several persons before that committee, that this matter had been going on for years, and certain costs were incurred prior to this which had to be paid by the owners. So it was proposed that the sum of 10 per cent. should be deducted from all those who were willing to pay.

91. *Mr. Massey.*] What costs were incurred?—Legal costs.

92. To whom was the money to be paid? You say that Mr. Bell was out of it. Who was entitled to receive the money?—The money had to be paid over to myself as representing one party, and Pepene Eketone as representing another party.

93. Two thousand five hundred pounds?—Yes.

94. And what did you propose to do with it?—It was for me then, with my committee and Pepene's committee combined, to go through our accounts; and the accounts that were found right and proper we would pay.

95. With the £2,500?—Yes; but we never got the £2,500.

96. Have the Natives been paid for the block?—Yes; but the majority of them would not pay the 10 per cent., and have not done so.

97. Do you know whether the Natives have been paid for the block?—As far as my knowledge goes, they have.

98. You are not quite sure?—No. There may be a small minority not yet paid.

99. Do you know how payment was made?—It was agreed that an agreement should be drawn up and signed by them, pointing out to the Board that they wished 10 per cent. deducted from their share, to go towards the cost.

100. The agreement was to go to the Board?—It was only an agreement between the Natives, myself, and Pepene Eketone regarding the costs. It had nothing to do with the Board.

101. You were retaining 10 per cent. of the price received for the freehold?—Yes, from those who would agree to it. It was optional. If they wanted to sign it they could do so, and if they did not want to they need not.

102. *Mr. Dive.*] You were practically getting an order for £2,500?—Yes.

103. *Mr. Massey.*] How were the Natives paid?—They were paid under their orders.

104. Who paid them?—The Board.

105. Did the Board deduct the 10 per cent.?—Not in the books of the Board, but under the agreement.

106. The 10 per cent. was withheld?—No. First of all, the agreement was read to the Native, and if he agreed to it, well and good; if not, he got paid in full. If he agreed, the 10 per cent. would be paid over to the Costs Account, and the balance handed to him. The President of the Board had nothing whatever to do with the transaction.

107. Did he not approve of the transaction?—No, he neither approved nor went against it; he was simply carrying out the wish of the Natives there.

108. Was the 10 per cent. paid?—Yes.

109. *Hon. Mr. Ngata.*] Was £2,500 deducted?—No.

110. *Mr. Massey.*] Not the whole of it?—No, and there is no chance of getting it, because all have been paid, and in many cases nothing has been deducted.

111. Who received the money that was paid?—The President was to hold that in trust, and to draw it at any time we required it.

112. You were to have drawn it?—Myself and Pepene.

113. And Mr. Hardy?—No, only we two.

114. *Hon. Mr. Ngata.*] What amount has been paid to that Costs Account?—I should say about £1,300 or £1,400.

115. That is the amount that was deducted on the authority of these people who signed the agreement?—Yes.

116. *Mr. Massey.*] Pepene Eketone was one of the owners?—Well, his wife had an interest.

117. He was interested in the block?—Yes.

118. He was a large owner?—No.

119. But he was exceedingly anxious to sell?—Yes.

120. And he receives this money in addition to the value of his interest in the block?—I could not say whether he is an owner, but his wife had an interest.

121. *The Chairman.*] Have you any other statement to make?—That is all.

122. *Mr. Massey.*] Coming back to this £800: you seemed to suggest to the Committee that there was no alternative other than accepting the offer made by Mr. Lewis or going on with litigation. Are you aware that there was another alternative?—What was the alternative?

123. It is scarcely necessary for me to tell you, as a gentleman well up in this sort of thing, that it was open for the Natives to hold on to the freehold interest, and, if they wanted to sell, to approach the Government and request them to take over the interest of the Natives in the land. My point is this: they were not compelled either to sell to Mr. Lewis or go on with the proposed litigation, unless they felt so inclined; they had still the freehold interest in the block, and it held good?—Yes.

124. You are quite clear about that?—Yes.

125. About the £800 which Mr. Bell required, it was to be held in trust—it was not to be handed over to Mr. Bell?—No.

126. It was to be held in trust, in view of certain possibilities in connection with the proposed law cases?—Yes.

127. The litigation would mean at least one Court case—perhaps several: there might be a case in connection with each of the blocks?—Yes.

128. There might be appeals from the decisions of the Supreme Court?—Yes.

129. And the cases might go against the Natives, in which case the other side would be entitled to costs?—Yes.

130. Therefore it was necessary to provide against possibilities?—That is so.

131. What I am trying to show is that there was nothing unreasonable in the suggestion of Mr. Bell that a trust fund should be set up?—Oh, nothing whatever.

132. I do not know whether you counted the Natives at the first meeting of assembled owners, but you told us, I think, that there were twenty-five on one side and eight on the other?—Approximately so, to the best of my knowledge.

133. There were therefore thirty-three owners present?—I wish to point out that although there were eight of my party, they were armed with proxies giving them much greater power than their numbers would indicate.

134. There were thirty-three owners present?—Yes, to the best of my recollection.

135. Do you know the number of owners in the block?—It depends on which block. There were only thirty owners in 1F.

136. You know that there were about two hundred owners in the whole of the blocks?—Yes.

137. Then we get this position: that a majority of thirty-three owners had the right to deal with the property of the balance of the two hundred—that is, counting the proxies?—Yes.

138. They had the right to deal with property belonging to the balance of the two hundred?—In Block 1H all the owners were present, although there were only six there.

139. Did the President of the Maori Land Board preside at the meeting of assembled owners?—Yes.

140. Was there one question put, or was the question put in connection with the proposed disposal of each block?—The latter.

141. You have had considerable experience in Native-land transactions?—Yes.

142. Do you know of any other case where an Order in Council was issued to enable a transaction to be completed and at the same time avoid the limitation provisions of the Native Land Act of 1909?—That is more for you, gentlemen.

143. I am asking whether you know of any other case where an Order in Council was issued to allow the sale to take place?—No; but that does not say it should not have issued.

144. Do you know of any of the influences that were at work after the first meeting and after the second meeting, before the Natives finally consented to the sale? Do you know of any of the Natives being interviewed, apart from the meetings, by the parties interested in the purchase?—As far as I am concerned, no.

145. Do you remember having a conversation with me about this transaction not many days ago, in my room upstairs?—Yes.

146. Do you remember your expression of opinion to me with regard to the sale?

The Chairman: I hardly think that is fair, Mr. Massey, asking a witness's opinion of what took place outside.

Mr. Massey: I am not asking his opinion of what took place outside.

The Chairman: You asked if he remembered a conversation in your room.

Mr. Massey: Yes.

The Chairman: Well, I do not know whether that has any bearing on the witness's evidence.

147. *Mr. Massey.*] It has a great deal of bearing. Mr. Macdonald expressed a very important opinion, and I want him to recollect it. I do not want to put the words into his mouth, but it will be necessary for me to repeat it, and I am quite willing to repeat it on oath. Do you remember the opinion you expressed to me of this transaction, Mr. Macdonald?—It would be a street opinion, would it not?

148. It would be your opinion, after being mixed up with the whole business?—What I stated was what all those who are opposed to your politics, I take it, would say.

149. There are no politics here. Do you remember the opinion you expressed here with regard to the transaction?—It is not worth much.

150. Even though it is your own opinion? Do you remember telling me that in your opinion the transaction was a gigantic swindle?—Yes.

151. *Hon. Sir J. Carroll.*] Did you enlighten Mr. Massey as to what way it was a gigantic swindle, or was it just a mere expression on your part?—Certain parties outside of Parliament Buildings had got an opinion for the Government and another opinion against. It was just a street expression.

152. The nature of the whole transaction you have described in your evidence?—Yes.

153. Mr. Massey asked you if, as an alternative course to selling or litigating, the Natives could not have retained the freehold of the land, and you said "Yes." Was not the freehold subject to a lease of about twenty-six years?—Quite so.

154. And the rent they were getting was practically a peppercorn rent?—Yes.

155. In considering the advisability of selling you were influenced in a way by the fact that you could not raise the £800, that you would have to wait for twenty-six years before you came into the property again, and for that twenty-six years the rent was a peppercorn rental?—Yes.

156. Was it under those circumstances that you decided it would be better for your clients to sell?—That is so.

157. *Hon. Mr. Ngata.*] With regard to Block 1F, you said that your people had only a small interest in it?—Yes.

158. What proportion of the block did their interest represent?—About 30 per cent., I should say.

159. To what party would the rest belong?—To the sellers and to those who were opposed—the Te Whiti and Tohu people.

160. The section represented by Pepene Eketone?—Yes.

161. In the other blocks—1G, 1H, and 1J—what proportion did your people represent?—The whole.

162. Did Pepene's people have an interest there at all?—Very small.

163. With regard to this £800, what impression was left on the mind of the committee as to it when they left Wellington?—That we had to raise this £800 or there would be no case at all.

164. Mr. Bell would not proceed with the case?—That is so.

165. Was anything said about his attending the meetings of assembled owners?—Yes. It was pointed out by one of the Natives that Mr. Bell should attend, but shortly after that Mr. Bell

told me to tell the Natives that he was not a popgun—that it would take more than 5s. to load him in the event of his going to Te Kuiti. I took it from that that we would have to pay a stiff fee to get him there. Those were his very words that I have used.

166. You saw Mr. Bell after the first meeting of assembled owners?—Yes.

167. From the time of the second meeting until the final disposal of the resolutions had you any communication with Mr. Bell?—Mr. Hardy did. I was away at the time, and Mr. Hardy acted as I acted when I was present. He informed Mr. Bell of our position, and told me we could not proceed any further with the matter: we would have to do the best we could.

168. From the time you first became connected with this block, towards the end of last year, when the Native Land Court proceedings took place at Te Kuiti—from that time until the final meeting of the assembled owners were you in communication with any member of the Government?—None whatever.

169. Did you have any communication with any member of the Native Department, except the President of the Maori Land Board?—None whatever, except with him. Even with Mr. Dalziell and the company I had no communication whatever. As a matter of fact, there was very bitter feeling between my party and Pepene Eketone's party.

170. Are you still of opinion that this Mokau transaction was a gigantic swindle?—No. As far as the facts that I am concerned with and know of are concerned, I do not see where the swindle is.

171. What made you express that opinion to Mr. Massey?—I suppose it is a political phrase.

172. You have been a candidate for Parliament, have you not?—Yes.

173. Against Mr. Parata?—Yes.

174. In the Opposition interest?—Yes—well, Independent Opposition.

175. *Mr. Massey.*] When was this?—About two Parliaments ago.

176. *Hon. Mr. Ngata.*] You say that Judge Holland presided at the last meeting?—Yes.

177. Where was Mr. Bowler?—He was busy with the sitting of the Board in another place and could not attend.

178. *Hon. Sir J. Carroll.*] Was Block 1F the principal one of these Mokau blocks—was it the largest?—Yes.

179. You say that at the first meeting the non-sellers carried the day in respect of the other blocks, but with Block 1F the sellers had a majority?—Yes.

180. That was the block in which Mr. Bell gave the opinion that it was the only one where the lease was assailable?—Yes

181. *Mr. Dive.*] What was the object of adjourning these meetings? Was it for the purpose of influencing the Natives to change their minds and to sell?—No, not so far as we were concerned.

182. Is not that the usual procedure with the Natives—if they are not agreeable to accept a certain proposition, to keep on convening meetings with a view to changing their minds?—No, certainly not. I asked for adjournments for our own purposes—in fact, I asked for an adjournment on several occasions to give us time to find funds to fight the case—to raise Mr. Bell's £800.

183. I understand that, besides the £25,000, you are to to get also £2,500 worth of shares?—Yes.

184. What ratio will that number of shares bear to the capital of the company?—Those shares will be divided according to the shares of the Natives in the block.

185. But what is to be the share capital of the company? In other words, what will be the ratio of that £2,500 to the share capital of the company?—It will bring the amount we get up to £27,500.

186. *Mr. Massey.*] The evidence of the witness was that he did not know the capital of the company, and therefore was not able to tell us the ratio in which the £2,500 worth of shares stood to the capital of the company?—That is so.

187. *Mr. Dive.*] Is it not a fact that the Natives are supposed to be fully conversant with any agreement that is signed when making a sale?—Yes.

188. Am I to understand from you that they do not know the ratio that that £2,500 will bear to the capital of the company?—That is our position. It was explained that £100,000 was the capital of the company—that was, through the papers.

189. *Hon. Sir J. Carroll.*] The Natives deputed Mr. Hardy to make arrangements, and he came down to Palmerston?—Yes.

190. *Mr. Massey.*] Are we to understand that Palmerston was the headquarters of the syndicate or company even at that time?—That I could not say. According to Mr. Hardy, he met some members of the company there. Whether it was the company's headquarters or not I could not say.

191. *Mr. Dive.*] I understand that the £2,500 to be retained was to be held to pay any claim. What were these claims? Who were making any claims?—These would be legal claims for costs not only in this matter since I was connected with it, but for years previously expenses had been incurred over the Mokau Estate. Evidently before then the Natives had been exerting themselves to fight these leases—long before I came on the scene.

192. When these accounts have been paid will a full statement be submitted to the owners of the block?—Yes.

193. Regarding your statement that this was a gigantic swindle, you said that this was a street expression. Does it coincide with your own opinion?—I should say No. As far as this Mokau affair is concerned, I would say I am not in a position to judge one way or the other.

194. Then, may I ask you, why did you make that statement to Mr. Massey—that it was a gigantic swindle?—I think, Mr. Massey, you said there was some swindle in it, did you not?

Mr. Massey: Oh, no.

195. *Mr. Dive.*] What was your object in making that statement to Mr. Massey?—That is an expression that I hear outside in the street.

196. Then I ask you, does it coincide with your own opinion?—No.

197. *Mr. Herries.*] What was the reason why your clients opposed the sale of the land?—In the first place, they did not want to sell, being Te Whiti-ites and Tohu-ites; and, secondly, they had an idea that it was worth more.

198. Was any further price suggested?—No.

199. Did they consider the land worth £2 an acre?—That was what they considered it worth.

200. Do your clients still think it is worth more than they got?—Yes.

201. They still think they got less than the real value of the land?—That is what they think.

202. You said they considered they had only two alternatives—either to find £800 or to part with their land at a less value than they thought it was worth?—And make the best of a bad bargain.

203. As a matter of fact, they have really taken less than they think the land is worth, in order to make the best of a bad job?—Yes.

204. What is your opinion about the value of the land?—Block 1F is very broken country, and there is a lot of sandstone. All the hills there are razorbacks. A good portion of 1F I would not value at more than 5s. or 6s. an acre: there is no milling-timber on it.

205. What about the minerals?—There is coal. I was told that the moment you expose the coal it all goes to pieces.

206. *Mr. Massey.*] Did you see the coal?—Yes, I went right through the mine.

207. *Mr. Herries.*] Is that on 1F?—No, it is on the other side of the stream.

208. It is not on the same block?—No; but the very same seam crops out from the mouth of the pit on the opposite side of the stream.

209. *Mr. Dive.*] Is that Stubb's coal-mine?—No.

210. *The Chairman.*] Did you say the crossing from Stubbs's mine to the other side was only about 20 yards?—Just the width of the stream.

211. *Mr. Herries.*] Taking all the blocks together, did you represent a majority of the owners?—I should say so, in shares.

212. *The Chairman.*] You say you have been on the property: were you up above the coal-mine, as far as the Panirau?—Yes, I went as far as the coal-mine and about two or three miles above it.

213. You know the quality of the land above there?—It is very poor.

214. You are aware that a lot of the land was subleased by Flower's people? Do you know where Mr. Joshua Jones himself lives—at the signal-station?—Yes.

215. You know that that is a portion of the Mokau Block?—Yes.

216. Do you know that the company had no right whatever over that?—Yes.

217. That was subleased?—Yes, that was a reserve.

218. It was a portion of the Mokau-Mohakatino Block?—Yes.

219. Did you go into the Mohakatino Block at all?—Yes.

220. How far?—About two miles and a half up the stream.

221. What was the quality of the land there?—It is a little better than that towards the coal-mines, but it is very broken country.

222. Are you aware that all that land is subleased—that all that land up the Mohakatino was subleased for the full term by Flower's people?—Yes.

223. Do you think some confusion arises over the Munga-awakino and Mokau-Mohakatino blocks in the minds of some of the witnesses? The Munga-awakino Block is the block of Mr. Stubbs—where the coal-mine is?—Yes.

224. You are aware that the company also purchased that?—Yes.

225. In connection with these blocks that have been mentioned to-day, is there any confusion? Have the Mokau-Mohakatino and the Munga-awakino blocks been mixed up?—No.

226. How many Te Whiti and Tohu-ites were amongst your people?—I should say about five—four or five very old people.

227. Your value of the land in the upper reaches, you said—and you are a farmer of that land—was about 5s. an acre?—Yes.

228. Why do you place it at that figure?—I am judging it from land down the sounds that we have—about 3,000 or 4,000 acres. I take it that our land there is much better than the land here, because there is more sandstone. It is patchy, as far as limestone is concerned. This block that the company took up adjoining the Mokau, part of it is bush and part fern, and I say that that portion of the country is valueless, to my mind, because it is all pumice.

229. Did those clients of yours invite you to act as their agent, or did you ask to be allowed to do it for them?—They invited me.

230. *Mr. Massey.*] With regard to the quality of the soil, do you know that the company who are now the owners of the land describe this block as "heavy bush and limestone country, of first-class quality," and go on to say that there are good roads from New Plymouth and Te Kuiti, and that the Mokau River is navigable on the entire frontage of the block. Do you know that to be a fact?—If that is stated in the report I say it is wrong, because the road from Te Kuiti to Mokau is awful in winter. It is very broken.

231. It is a good road in summer, is it not?—Yes.

232. Fit for a bicycle or a motor?—Yes. We hired a motor-car from New Plymouth to Te Kuiti to attend the meeting of the Board there, and the chauffeur said he would not drive there again for a thousand pounds.

233. *Hon. Sir J. Carroll.*] That road does not go over the block?—Yes.

234. *Mr. Massey.*] What time of the year was that—in winter?—Yes.

235. Do you know that the coal from the pit to which you refer is being sold at New Plymouth for £1 10s. a ton?—I am not aware of it.

236. Do you know that it is the same coal as the Huntly coal? You stated in reply to Sir James Carroll that the land was subject to an unexpired lease, having twenty-six years to run. Do you know that there is very serious doubt as to the legality of these leases?—Yes, that is so.

237. You have read the report of the Native Land Commission?—Yes.

238. Sir Robert Stout, the Chief Justice, and Mr. Jackson Palmer, the Chief Judge of the Native Land Court, are acknowledged authorities, are they not?—Yes.

239. They state that in their opinion the leases were void or voidable?—Yes.

240. Now I come to Mr. Bell's opinion. He says: "It is necessary to separately consider the lease of 1F from the leases of the eastern half, and I take first the lease of 1F. Upon that lease, which is dated 1882, the Commissioners state three matters for consideration. First, that the lease has not been executed by seventeen of the Native owners; second, that the term of the lease commences a year after its date; and thirdly, that the covenant to expend £3,000 per annum in development has never been performed. With the most unfeigned deference to the high authority of the Commissioners, I am unable to advise the Native owners to rely in any degree upon the second objection. For whatever legal effect the postponement of the commencement of the term might have had, I think that any Court would hold that the lease is referred to in terms in section 3 of the Mokau Act of 1888, and that the permission given to obtain further signatures to that lease, and the further permission by section 4 to register the lease, and the further express recognition of its validity by section 5, prevent any question being raised as to the validity of the lease in this respect. But of course the seventeen who did not sign are entitled to all their rights as owners unaffected by the lease, and the lessors were and are entitled to insist upon performance of the covenant." So there were seventeen Native owners outside the lease altogether?—Yes.

241. It goes on: "For the reasons given by the Commission, I think that the agreement to abandon the covenant in consideration of a higher rent is one not binding upon the Natives who signed it." That is the opinion of Mr. Bell?—Yes.

242. I think that disposes of the statement that has been made that the then lessee covenanted himself out of the condition to spend £3,000 per annum in development. Mr. Bell also says, "As to the rights of the lessors in 1F, I think that they can only safely rely upon the breach of covenant to expend moneys in improvement and to reside on the land, but I think they are entitled to claim that the lease has been forfeited by reason of the breach of that covenant." That was Mr. Bell's opinion?—Yes. I represented a very small minority in 1F.

Mr. Massey: The point I was endeavouring to get at is that there was very little doubt as to the invalidity of these leases. I will put Mr. Bell's opinion in. [Document put in].

243. *Hon. Mr. Ngata.*] Have any of these Te Whiti-ites and Tohu-ites drawn their purchase-money?—No.

244. Can you give us a list of them?—Yes.

Hon. Mr. Ngata: If the Committee will agree to take a list of them, we could check it with the President of the Board.

Witness: You could get the list from the President of the Board.

THURSDAY, 31ST AUGUST, 1911.

Mr. Greenslade: Before we start the proceedings, Mr. Chairman, I should like to call attention to a paragraph that appeared in the *New Zealand Herald* of Tuesday, 29th August. It is headed "Parliment's Rest Over: A Chat with Mr. Massey." In it Mr. Massey is reported as having said, "The Mokau inquiry is going on slowly but satisfactorily. The main facts as set forth by myself on the platform are already established, though the details will take some time to inquire into. As to the report, it will be just such a one as might be expected from a Committee consisting of nine Government supporters and three Oppositionists." Is that correct, Mr. Massey?

Mr. Massey: Yes, substantially.

Mr. Greenslade: I want to say, then, Mr. Chairman, that personally I regret this very much indeed. As far as the Committee are concerned, Mr. Massey must admit that we have not shown the least bias, or given any indication as to what our findings may be, for the simple reason that we cannot do so until the whole of the evidence has been taken. The innuendo is that because there are nine Government supporters on the Committee and three Oppositionists therefore the report will be of a favourable character to the Government. That is a very poor compliment to the intelligence of Mr. Herries, Mr. Dive, and Mr. Mander.

Mr. Herries: They can look after themselves.

Mr. Greenslade: I take it they will vote as fairly and consider the matter as impartially as I and every other member of the Committee will do. I regret the matter has assumed this form, but I felt it my duty to bring it before the Committee. I resent the imputation, because it is absolutely undeserved and unfair.

The Chairman: One statement made in this paragraph is that the inquiry is going on slowly. Well, the slowness has been owing to Mr. Massey having to go away, and to Mr. Dive not being able to be here. The Committee was adjourned to meet your own wishes, Mr. Massey, and Mr. Dive's. Therefore the statement in this report is, I think, incorrect in that respect. However, it is a matter, I suppose, that rests with the good taste of the individual who makes the comment. We will proceed with the evidence.

WALTER HARRY BOWLER sworn and examined. (No. 6.)

1. *The Chairman.*] What are you, Mr. Bowler?—President of the Waikato-Maniapoto Maori Land Board.

2. *Mr. Massey.*] Is it not a fact, Mr. Bowler, that you have been present while the other witnesses have been examined?—No, that is quite incorrect.

3. Or some of them?—None of them. I have not been in this room before.

4. *The Chairman.*] Do you wish to make a statement?—I do not think I have any statement to make.

5. *Mr. Massey.*] You have just stated you are President of the Waikato-Maniapoto Maori Land Board: how long have you acted in that capacity?—For sixteen months.

6. Had you any experience in Native matters prior to your appointment?—I have been connected with the Department for over seventeen years.

7. You have been in the employ of the Native Department?—Yes.

8. Who are the other members of the Board?—Mr. Seymour, and a Native named Mare Teretiu.

9. Mr. Seymour is a European?—Yes.

10. You convened, or had something to do with convening, a meeting of the assembled owners of what is known as the Mokau Block?—Yes.

11. Who requested you to convene the meeting?—An application was made to the Board.

12. By whom?—By Mr. Dalziell, acting on behalf of Mr. Lewis.

13. *Mr. Herries.*] Could you give us the dates as you go on? When was the application received?—The application was received by me on the 24th December, 1910. It was forwarded through the Under-Secretary by a memorandum dated the 20th December.

14. *Mr. Massey.*] I must ask that that document be put in?—Very well; I will put it in.

15. Who is the Under-Secretary?—Mr. Fisher.

16. You were requested, then, to convene a meeting?—Yes.

17. And you went through the necessary forms to have the meeting convened?—Yes. I may say that the meeting was directed to be held by the Minister, and it was duly called.

18. You received your instructions from the Minister to convene the meeting?—Yes.

19. Have you got that in writing?—Yes.

20. Would you mind putting that in?—Very well.

21. Then, how did you go about convening the meeting?—In the usual way. The usual notice was given in the *Gazette.*

22. Anything else?—And the Natives were notified by circular.

23. Each Native?—Each Native, as far as we could find them.

24. How many Natives were notified?—That I could not say. The notice was distributed through the solicitors and agents to the Natives, as far as we could find them; but the Natives were well aware of the proceedings, as is evidenced by the attendance at the meeting.

25. How many circulars were sent out?—I could not say.

26. Can you give us any information on this point?—No, I should not like to say. We notified them as well as we could. The notice appeared in the *Kahiti* and the *Gazette.*

27. You do not want the Committee to understand that every single Native, in whatever part of the country he may live, sees the *Gazette?*—No.

28. You know there are two hundred Native owners in these blocks?—No, I do not.

29. Are you able to tell the Committee how many Native owners there are?—Yes.

30. How many?—One hundred and eight.

31. Are you quite sure of that?—Positive.

32. Do you know that we have had information from the Native Minister to the effect that there are two hundred owners in these blocks?

Hon. Sir J. Carroll: No. I remarked that there were approximately two hundred owners. I was not saying positively that that was the number.

33. *Mr. Massey.*] You have heard the Native Minister himself state that he expressed the opinion that there were approximately two hundred owners in the blocks?—I have already stated there were 108.

34. You do not know how many circulars you sent out?—No.

35. You do not know whether all those Natives received circulars?—I think it probable some of them did not. It is quite reasonable to suppose they did not.

36. Can you give us the number that were present at the first meeting?—Yes. I took the names of all of them. I can put them in. There were somewhere between thirty and forty.

37. Out of 108?—Yes.

38. You cannot tell us positively how many there were—it is rather vague to say there were between thirty and forty?

Hon. Mr. Ngata: The babies, for instances, would not go to the meeting.

Mr. Massey: No, but the babies might be represented by their trustees.

The Chairman: May I ask that the examination go on. Anything that may come out of it can be asked afterwards.

Witness: It is rather difficult to tell the number of owners, because some are owners in different blocks. In one block I had twenty-seven owners, in another six, in another thirteen, and in another eight. There would not be that many individuals.

39. *Mr. Massey.*] Do you know the number of owners in each block?—I could not tell you offhand. There were a number of owners, and the title was continually changing by succession. One man would come in by succession who perhaps had been in the title before, or perhaps he would not have been. It is therefore difficult to say without working it out.

40. Is it possible to work it out?—Yes.

41. Could you supply that information to the Committee later on?—Yes.

42. You say there were between thirty and forty owners present, and there were 108 owners altogether. Do you consider that a majority at a meeting of between thirty and forty members should be allowed to dispose of the freehold interest of the other Natives in a block of 50,000-odd acres of land?—That is the intention of the Act, is it not?

43. I am asking your opinion, because I take it that you are supposed, in your capacity as President of the Maori Land Board, to look after the interests of the Natives when a block is being disposed of?—Perhaps I might make that clear. I have never yet known a case where the Board has alienated the interest of any dissentient owner. I am going a little bit ahead, I know, but there were a number of dissentient owners at the first meeting, and I think that accounts for a good deal of what transpired subsequently.

44. What do you mean by "what transpired subsequently"?—That was one of the reasons why I thought it desirable that the first meeting should be adjourned.

45. What was the voting at the first meeting?—A statement has been made in evidence that there was a majority in favour of the resolution in regard to only one block. That is incorrect. In Block 1F there were $24\frac{181}{420}$ shares in favour of the resolution, and $20\frac{48}{168}$ against selling. In other words, the majority in that block—the largest block—was in favour of the sale. In Block 1G there was no voting at all: the Natives were unanimously against the sale.

46. What is the area of Block 1G?—2,969 acres. 1F is 26,480 acres, and that is where there was a majority in favour of selling. In 1H there were $7\frac{8}{15}$ shares in favour of the sale and 11 against it. In 1J there were 5 shares in favour of the sale and $3\frac{17}{21}$ against. So that in that block also there was a majority in favour of the sale.

47. You have given us the shares: would you mind giving us the voting of the individuals?—The Act does not require us to take any notice of the voting of individuals. The voting is governed by the relative interest. In 1F there were eighteen Natives in favour of the sale and nine against. In 1H there were seven for and five against. In 1J there were four on each side.

48. Leaving that for one moment, by what authority did you convene the meeting? I know you were requested to convene it, but by what authority?—There is statutory authority.

49. In what section of the Act?—Section 341.

50. That section reads, "(1.) A meeting of the owners of any Native freehold land may at any time, on the application of any such owner or of any person interested, and shall, on the direction of the Native Minister, be summoned by the Maori Land Board of the district in which that land is situated. (2.) Every such meeting shall be held at such time and place as the Board appoints, and shall be summoned in manner prescribed by regulations. (3.) No meeting duly summoned in the prescribed manner, and no resolution passed thereat, shall be invalidated or otherwise affected by the circumstance that any owner has not in fact received notice of the holding of that meeting." Do you know section 356 of the Act?—Yes.

51. I want to call your attention to subsection (3) of that section. I will read the part of the section in which I am interested: "No meeting of assembled owners shall be summoned under this Part of this Act to pass any such resolution as is referred to in paragraph (*f*) of section three hundred and forty-six of this Act (relating to the approval of a proposed alienation), except upon the written application of some party to the proposed alienation, who shall at the same time pay to the Board the prescribed fee. (2.) The application shall contain a statement of all the material terms and conditions of the proposed alienation. (3.) The application shall then be considered by the Board, and if it is of opinion that the proposed alienation is one which may lawfully be made, and which is not contrary to the public interest or to that of the Native owners, the Board may call a meeting of the owners to consider the proposal." Paragraph (*f*) of section 346 provides that the assembled owners may pass a resolution "That a proposed alienation of the land or any part thereof (other than a purchase by the Crown) shall be agreed to." Let me call your attention to this paragraph of section 356: "The application shall then be considered by the Board, and if it is of opinion that the proposed alienation is one which may lawfully be made," &c. Were you of opinion that the proposed alienation might lawfully be made?—Section 341, subsection (1), I think, answers your question—"*shall*, on the direction of the Native Minister."

52. That is exactly what I want to get at. If it had not been for the direction of the Native Minister you, as President of the Maori Land Board, would not have considered it your duty to call the meeting?—I did not say so.

53. Then, I want you to choose one of these two alternatives?—There was no alternative.

54. Here is the alternative: either you were of opinion that the alienation might lawfully be made, and therefore convened the meeting, or else you took your directions from the Native Minister?—We took the direction of the Native Minister.

55. It was not because you thought the alienation might lawfully be made?—Of course, we had not considered the question.

56. Were you of opinion that the alienation might lawfully be made at that time?—We had not gone into it—we had not formed an opinion.

57. Then you did not consider that point when you convened the meeting?—No.

58. You simply convened it because you were instructed to do so by the Native Minister?—That is so.

59. There is provision in the Act with regard to a fee—a fee is required before the meeting is convened?—Yes.

60. Was the fee paid?—Yes.

61. Who paid it?—The solicitors.

62. Who were they?—Mr. Dalziell.

63. On behalf of Mr. Lewis?—Yes.

64. You know the limitation section in the Native Land Act?—Yes.

65. You know that it would be impossible to allow an alienation such as this to take place without an Order in Council?—Yes.

66. Have you at any time had any similar experience of Orders in Council?—Yes.

67. Have you since you have been appointed to the position you now occupy?—No, that is the only one my Board has dealt with; but I know of other cases.

68. Other cases where blocks of land have been allowed to be alienated by Order in Council?—Yes.

69. From your own personal knowledge?—Yes.

70. Will you tell the Committee where they were?—I know of only one under the present Act. That was a 1-acre section at Otaki, which was required by the Loan and Mercantile Agency Company for a saleyard. I know of any number of cases under the old Act.

71. When you convened the meeting as President of the Maori Land Board, were you informed that if the Natives consented to the sale an Order in Council would be issued?—No.

72. You did not ask anything about it?—No.

73. Still, you know that without an Order in Council the alienation could not take place?—Yes.

74. Now I come to the meetings themselves. You stated that the Natives would not at the first meeting agree to the sale?—No, I did not say that. I have already said that there was a majority in favour of the sale in two blocks, and those two blocks aggregated over 30,000 acres in area.

75. *Hon. Mr. Ngata.*] Give us the area of each of them?—1F, 26,480 acres; 1G, 2,969 acres; 1H, 19,576 acres; 1J, 4,260 acres. So that at the first meeting there were 30,740 acres in respect of which the Natives were in favour of the sale.

76. *Mr. Massey.*] Is it value or area that counts in such cases for the purposes of sale?—In regard to the voting-power of interests?

77. Yes?—Well, it is area—area and value. In each block we had a number of owners whose interests were not located, consequently the question of value would not come in. The interests were not geographically defined.

78. Then, how do you become aware of the area which they own?—By the relative interest, expressed in shares.

79. Is that sufficient for you?—Yes.

80. Then, if there was a majority in favour of alienation at the first meeting, according to area, why was not the alienation allowed to take place?—The main reason was that the Board would not have felt justified in selling land on a bare majority—on any majority. I do not know a single case where the Board has sold the land of any dissentient owner.

81. When you say "dissentient owner," you mean one who was present at the meeting as a dissentient?—Present or represented.

82. What was the date of the first meeting?—The 6th January.

83. When was the second meeting held?—On the 10th March.

84. Were you requested to convene the second meeting?—It was an adjournment of the first.

85. Will the minutes show that?—Yes.

86. You will put them in later on?—Yes.

87. The first meeting was practically adjourned?—Yes.

88. Was the date of the adjourned meeting fixed then?—No, it was left to me to fix.

89. By whom was it left to you?—By all parties.

90. How many Natives were present at the second meeting?—I have not got a note of the number. It might have been thirty or forty.

91. Are you quite sure there were as many Natives present at the second meeting as at the first?—I did not count them, for the simple reason that I knew the matter was not going on—I knew they were going to approach me for another adjournment. There would probably be thirty or forty present then.

92. You have got the minutes of the second meeting?—Yes.

93. You will put them in?—Yes.

94. Will the minutes show the number present?—No, they only say that a large number were present.

95. Was Mr. Dalziell present at the second meeting?—Yes, he was present.

96. As representing Mr. Lewis?—Yes.

97. Was any other legal gentleman present?—Not that I can remember.

98. Had the Native owners the benefit of legal advice at these meetings?—At the first meeting Mr. Skerrett was there.

99. Whom did Mr. Skerrett represent?—The Natives.

100. Are you quite sure?—I had his assurance of it.

101. By whom was he paid?—I do not know.

102. Do you know that Mr. Skerrett represented only a minority of the Native owners?—I was never led to believe so. Mr. Skerrett advised me that he acted for the Natives, and he explained the position to them very fully.

103. Do you know Tuiti Macdonald?—Yes.

104. Do you know that he told us that at the first meeting 77 per cent. of the Natives were against the sale?—Yes, I saw that in the paper.

105. And that Mr. Skerrett represented a minority of the Natives? You are not sure that Mr. Skerrett represented a majority of the Natives?—I understood from Mr. Skerrett that he represented the Native owners.

106. Had you any statement from any of the Native owners themselves as to their being represented by counsel—at the first or second meetings?—No, except that a number of them were present at the first meeting and Mr. Skerrett was their legal adviser.

107. The legal adviser of some of those who were present?—Some or all.

108. Do you not think it should have been your duty to satisfy yourself, as President of the Board, that the Natives were properly represented by counsel at these meetings, seeing that the other side were represented by counsel?—It is not usual for counsel to be present at meetings of assembled owners. There is an inclination to mix these meetings up with meetings of the Native Land Board. These were simply deliberative meetings of owners, which I attended as the representative of the Board.

109. And at which you presided?—At which I was chairman, duly elected by the owners present. I did not preside owing to my official capacity.

110. But you were appointed chairman on account of your holding the position of President of the Board?—No, they happened to elect me chairman—they could have elected anybody else.

111. Still, it was your duty to be present at the meeting as President of the Board?—That is so

112. You raised no objection to Mr. Lewis, who was evidently very anxious to purchase these blocks, being represented by his counsel at all the meetings?—No objection at all.

113. There was no counsel present representing the Natives at the second meeting?—No.

114. And no decision was arrived at by the owners?—No. They were unanimous in wishing for a further adjournment.

115. The Natives who were present?—Yes.

116. Apparently they were not anxious to sell?—I do not know that they were not. They wanted further time to consider the matter.

117. What arrangement was made about the third meeting?—I was asked to adjourn the second meeting to the 22nd March.

118. By whom were you requested to adjourn the meeting?—By Eketone for one party, and Tuiti Macdonald for the other. The matter was put to the vote, and carried unanimously.

119. How did you inform the other Native owners of the intended date for the adjourned meeting?—It was not my duty to inform them. We had a large number of owners present, and these and the agents concerned were aware of it. Mind you, we had thirty or forty present there out of the 108. There might have been another twenty they could get into touch with. These things get about pretty well. You cannot get into touch with Natives all over the country.

120. You know, of course, that some of these Native owners lived at Te Kuiti, some at Mokau, some at Otaki, and some in other parts of New Zealand?—That is so.

121. There were no circulars sent out for the adjourned meetings?—Yes, for the second meeting there were; for the third there were not. The third meeting was simply an adjournment for twelve days.

122. The Native owners were not notified by circular of the intention to hold a third meeting on the 22nd March?—They were all there at the second meeting.

123. You told us that there were between thirty and forty present out of 108?—I suppose a good many of the others would be children and old people who could not come. The thing was pretty well known.

124. Do you not think that is a particularly loose way of doing things?—No.

125. Do you think Europeans would permit their business to be managed in that way?—Could you have done any better?

126. I am not under examination; but if I were President of a Maori Land Board I would make it my duty to see that a circular was sent to each Native owner in a case where such important business was intended to be dealt with?—I do not know how you would find them.

127. Now, tell us about the third meeting?—The third meeting was fixed for the 22nd March. I was not present.

128. Were you represented?—Yes. Judge Holland acted as my deputy. I was unable to be present.

129. Have you got the minutes of the third meeting?—Yes.

130. Will you put them in?—Yes.

131. It may be necessary for me to call Judge Holland, Mr. Chairman. I presume there will be no objection. (To witness): Did you, as President of the Maori Land Board, satisfy yourself, before this alienation was permitted, that each Native had sufficient land left to live on?—Yes.

132. You were quite satisfied that each of these 108 owners had sufficient land left to maintain themselves and live upon?—Yes.

133. Do you know anything about an arrangement by which £2,500 was to be collected from these Native owners?—Yes.

134. Will you tell us what you know about it?—I attended at Te Kuiti on the 1st June last to pay out the Mokau moneys. A large number of the owners were present. I waited the whole of the day, but none of them came round for their money. The next day I was going away by the train—I had actually my luggage on the train. I may say that I had heard rumours that they were not a happy family in regard to legal expenses and agents' costs. They came over to the train as I was leaving—I had another fixture at Naruawahia on the 2nd—and said that everything had been fixed up, and they were now prepared to take their money.

135. "They"?—The Native owners who were present.

136. Were there many of them?—There would be between forty and fifty—a large number, at any rate. I went back to the hall, and then they told me an arrangement had been arrived

at whereby each Native was to pay 10 per cent. of his proportion of the purchase-money in to the Board—the Natives had carried a resolution to that effect. They were unanimous in wishing to do so. I raised some objection—I pointed out that I was not a debt-collecting agency; but finally I decided, as they all wished it, to hand them two cheques. I handed each Native two cheques, taking his receipt in full. Without exception they handed the smaller cheque back to me.

137. You collected the 10 per cent.?—I did not collect the 10 per cent.: they handed it back to me. I got them to sign an agreement—which I can put in—stating that that was the arrangement they had arrived at. It has been said the Board collected the 10 per cent., and actually made the deduction. That is quite incorrect. The 10 per cent. was paid to me at the wish of the owners, and I merely acted as banker. I gave them the Board's own receipt, and opened a separate ledger acount for the amount they handed back.

138. Have all the Natives been paid?—No, there are some still to pay.

139. Was the £25,000 paid by Mr. Lewis to you?—Yes.

140. *Mr. Herries.*] On what date?—Some time in May. I could not tell you exactly.

141. *Mr. Massey.*] For the purposes of the 10 per cent., did you take into your calculation the £2,500 worth of shares?—No—10 per cent. of the £25,000. That was the arrangement they intimated they had arrived at. It was not for me to say if the charge was excessive or otherwise.

142. How much did you collect in this way?—About £1,500.

143. That would represent £15,000?—Yes.

144. Do you still hold that money?—I hold all of it except some £276.

145. What is intended to be done with this money?—The intention was that it should be paid out as directed by a sub-committee consisting of Pepene Eketone and Tuiti Macdonald.

146. The latter was the gentleman we had here yesterday?—Yes.

147. You say you have paid away two or three hundred pounds?—£270-odd, I think.

148. To whom?—We paid Mr. Damon £100—he was the interpreter and one of the agents—and Tuiti Macdonald £170-odd. Those are the only payments I have made.

149. Have you been notified by this sub-committee as to what is intended to be done with the balance?—No.

150. You are simply holding it in trust in the meantime?—Yes.

151. Have any other claims been made?—One or two verbal applications have been made to me, but I have not entertained them.

152. By whom were they made?—By another of the agents interested.

153. I want his name?—Will this go into the Press?

154. I do not care whether it will or not. This is a public inquiry. I am asking for the names of the claimants on this fund?—I have been asked by Andrew Eketone to pay him something on account.

155. How much?—He just wanted some money.

156. Did he state the amount?—No, as far as I recollect.

157. Are you certain?—I would not be certain.

158. Did he tender you an account?—I do not think so. I have no recollection of ever having seen an account.

159. Was Andrew Eketone the only one?—I do not remember any other.

160. You are quite sure?—Yes.

161. What about Mr. Hardy?—Hardy never asked me for any money.

162. He has not made a claim?—No.

163. Is it intended by the Native owners to pay Mr. Hardy for his work in this connection?—I do not know what they are going to do.

164. Has his name been mentioned to you?—I know that Mr. Hardy has a claim against them.

165. For how much?—I do not know.

166. A claim on this fund?—Yes.

167. How do you know that he has a claim on this fund?—Because he told me.

168. And did he not mention the amount?—No; but I have a statement which I should be very pleased to put in—a statement of accounts, &c. It was handed to me, but I do not attach much weight to it. It is a rather interesting statement of account made by these agents. I do not know if it is up to date. [Produced.] I really know nothing about it.

169. It is very valuable evidence for the Committee. I see, according to it, that Mr. Hardy, up to the 11th April, had made a claim for £373. I will ask you to verify this?—He never made a claim to me. I simply say that Mr. Hardy gave me that statement.

170. Exactly. The claim is really upon this fund, of which you appear to be trustee. The account is headed "The Mokau Natives, in account with Edwin Henry Hardy, Te Kuiti," and the amount is set forth as £373 6s. 2d.?—That did not concern me at all.

171. There is a claim by Tuiti Macdonald, which you say has been paid, for £296?—I have not paid him that. I paid him £176.

172. The claim is for £296. I shall only refer to the first page here, which really explains the whole position. It is as follows: "Minutes of meeting held at Te Kuiti on 4th April, 1911, *re* Mokau-Mohakatino Blocks.—A meeting of those appointed by the Natives interested in the Mokau-Mahakatino blocks was held to-day, 4th April, 1911, to consider the question of costs in connection with (*a*) carrying on of the Mokau-Mohakatino case; (*b*) numerous meetings, at various places, affecting the said blocks; (*c*) consulting solicitors, attending Maori Land Board, Native Land Offices, and other matters contingent thereto. The representatives of the people who met were the following: (1) Tuiti Makitanara (Macdonald); (2) Aterea Ahiwaka; (3) Pae-

roroku Rikihana; (4) E. H. Hardy; (5) Tauhia Tewiata; (6) Tarake Tewiata; (7) Tuhata (J. H. Damon). Tuiti Makitanara was appointed chairman, and said, 'The first matter to be discussed is the question of payment of costs incurred in carrying on the Mokau case. It was definitely agreed before the Maori Land Board on 22nd March, 1911, that all costs were to be deducted from the sum of £25,000 which was being paid in cash for the Mokau-Mohakatino blocks by Mr. Herrman Lewis to the Native owners.' Every member present joined in the discussion, and Tuiti Makitanara finally moved, 'That Aterea's party and Pepene's party each pays its own share of the costs, such costs to be deducted from the £25,000 payable by Mr. Herrman Lewis.' Tuhata seconded the motion, which was put and carried." Would you mind explaining, Mr. Bowler, what is meant by "Aterea's party"?—I do not know anything at all about that statement. It is simply a minute of a conference of owners.

Mr. Massey: It is a meeting of the committee that seems to have had charge of affairs. The minutes go on, "A discussion then took place about the bills of costs presented by various persons actively engaged in prosecuting the matters relating to the case. Tuhata said, 'We ought to seriously consider the generous spirit shown by those who provided food and other necessaries at the various meetings, and rendered contingent services.' It was moved by Tuhata, and seconded by E. H. Hardy, 'That the sum of £40 be paid to Tohia and Piko, of Mokau Heads, to be distributed between themselves and others who assisted them.' Motion put and carried. Bill of costs, Messrs. Bell, Gully, Bell, and Myers, Wellington: E. H. Hardy moved that the account be paid, and that the sum of £100 advanced by Ateria Ahiwaka to Messrs. Bell and Myers be refunded to him, thus leaving £21 12s. 4d. due to Messrs. Bell and Myers. Seconded by Tuhata and passed. Paeroroku's bill of costs; Tawhia and Tarake's expenses: This amounted to £68 7s. 11d., and Kirk and Stevens's account £3 3s. (solicitors' fees). It was agreed, with the consent of Paeroroku, that the bill be reduced to £60, less £16 5s. for money received from E. H. Hardy, balance £43 15s., and that Kirk and Stevens's bill of £3 3s. be paid. It was also agreed to pay Tauhia Tewiata £50, less £6 8s. advanced by E. H. Hardy, balance £43 12s.; and to pay Tarake Tewiata £50 for services rendered at Otaki, Mokau, and Te Kuiti on various occasions."

Hon. Mr. Ngata: Does the witness hand this in as part of his evidence?

173. *Hon. Sir J. Carroll.*] I presume they are simply notes supplied to you?—They are not notes that I have taken. It is simply a document that was handed to me. I know nothing at all about it.

174. *Mr. Massey.*] I ask that the document be put in as evidence?—I am agreeable to its being put in. [Document put in.]

175. I want to come back to the gentlemen who were members of this committee which seems to have managed matters in connection with the sale of the block. The first is Tuiti Macdonald. That gentleman has a claim against the estate, has he not? He is one of those who claim and has already been paid?—His claim, I understand, is satisfied.

176. He is one of the men who are to be paid, or have been paid, out of the 10 per cent. which remains in your hands as trustee?—Yes.

177. The second one is Aterea Ahiwaka: is it not a fact that he also has a claim?—I do not know that he has. I must plead guilty to not having read that document through.

178. *Hon. Sir J. Carroll.*] Why put it in as evidence if it is not yours? You simply hand it in as their report?—As their report, not as mine.

Mr. Massey: What I want to say is this: that each member of this committee under notice has a claim against the £2,500 which, or part of which, is now in the hands of the President of the Maori Land Board.

Hon. Mr. Ngata: Something like Mr. Bell's £800.

179. *Mr. Massey.*] Mr. Bell had no claim of £800 against the £25,000, or anything like £800. Mr. Bell's claim was £100, and, according to this statement, his claim was paid. However, I want to come back to Aterea: "Aterea's party and Pepene's party each pay its own share of the costs, such costs to be deducted from the £25,000"?—That may be so. I am simply holding the money at the direction of the sub-committee.

180. Still, according to this, Aterea claims to be paid for services rendered in connection with the transaction?—Yes.

181. What about this third gentleman—Paeroroku Rikihana: has he a claim?—I do not know that he has.

182. You know that Mr. Hardy has?—Yes.

183. What about the fifth man—Tauhia Tewiata?—I do not know that he has.

184. What about the sixth—Tarake Tawiata?—I do not know that he has.

185. You know about the seventh—Mr. Damon?—He had a claim, which has been satisfied.

186. So that of the seven members of this sub-committee a majority have either claimed or have been paid moneys from the 10 per cent. which you hold as trustee?—You ask me if there is a majority—I only know of three.

187. Macdonald is one?—Yes.

188. Aterea is another?—I do not know about that.

189. I have shown you the minute?—I do not know that that is right.

190. But the minute is there, is it not?—Yes; it may or may not be correct.

191. I hardly think that that is a fair answer?—I do not know anything of these minutes.

192. You know that Mr. Hardy has a claim?—Yes.

193. And Mr. Damon?—Yes.

194. That is a majority. Do you remember receiving a letter from Mr. Joshua Jones asking to be notified in case of any attempted alienation of this block?—I only had one letter from him. I remember receiving it.

195. Do you remember the date on which you received it?—It is dated the 11th March. It was received on the 22nd, and replied to on the 25th.

196. How can you account for what appears to be the case—that a letter dated the 11th March from Mokau did not reach you till the 22nd? Was it a registered letter, do you remember?—I could not say now.

197. I want you to account for what appears to be the case—that the letter was dated the 11th March, and did not reach you till the 22nd?

198. *Hon. Mr. Ngata.*] Was Mr. Bowler in the one place all the time?—I think I was in Auckland for ten days or so before that letter came. I could not be quite certain now.

199. *Mr. Massey.*] You are not able to account for the fact—it appears to be a fact—that the letter was written on the 11th March, and did not reach you till the 22nd?—No, I cannot explain it.

200. Do you remember the contents of the letter?—Yes, I have it here.

201. Will you read it, please?—"Mokau, Taranaki, March 11, 1911.—To the President, Maniapoto-Tuwharetoa Maori Land Board, Te Kuiti.—Sir,—Mokau-Mohakatino Block: On the 29th December, 1909, I wrote to the Hon. James Carroll with respect to certain parties endeavouring to obtain titles adverse to my interests in these lands, and he replied through the Under-Secretary, Mr. Fisher, advising that I should bring the matter to your notice; and on the 17th January, 1910, I adopted this course, but you did not see fit to acknowledge my letter. I have heard indirectly that Mr. Fisher is a member of the Board. No *Gazette* or official intimation reaches me or this neighbourhood. I have, however, heard incidentally that some dealings are being attempted with these lands through the Board. This may or may not be correct, but I would remind you of the before-mentioned letter, and again state that no legally constituted Court of law upon competent trial has decided that my rights in this estate have become void. The Under-Secretary, Mr. Fisher, cannot but be well aware that the Legislative Council Committee of 1908, and the Committee of the House of Representatives, 1910, both reported in effect that I had been defrauded with regard to the title to the lands, and recommended the Government to set up inquiry into the facts, which I have not yet obtained. Please take notice.—I have, &c., JOSHUA JONES."

202. Mr. Jones there requested you to notify him, as an interested party, of any attempted alienation?—Yes.

203. Did you comply with his request?—I replied to Mr. Jones. I think you read the letter in the House.

204. When did you reply?—On the 25th March.

205. After the alienation had taken place?—After the alienation had taken place.

206. You did not comply with Mr. Jones's request, then, before the alienation took place?—No. In explanation I may say that the Board inquired and ascertained that Mr. Jones's position would not be altered, one way or the other. Any litigative rights he might have were not prejudiced by the sale.

207. Mr. Jones may still have a claim upon somebody?—Quite possibly.

208. Is that the reason why you did not reply?—I suppose the reason why I did not reply for the three days was that the Board was sitting, and I was too busy.

209. Are you aware, as President of the Board, that the Order in Council did not appear in the *Gazette* till several days after the confirmation by the Board took place?—Yes.

210. How did you know that an Order in Council was in existence?—I was advised by Mr. Dalziell, and through my Head Office.

211. Are you in the habit of taking suggestions from counsel representing Maoris in connection with such transactions? Would that have been sufficient for you?—No; I verified it by reference to the Head Office.

212. Have you the letter from the Head Office?—I have a telegram.

213. Will you put that in?—Yes.

214. *Mr. Herries.*] What is the date of the telegram?—The 28th March.

215. *Mr. Massey.*] Are you quite sure of that?—Yes.

216. And the confirmation had been agreed to on the 25th March?—The telegram reads, "Mokau Order in Council signed. Will include this week's *Gazette*." It is dated the 28th March. There is another one here, dated the 24th March: "Mokau not yet returned from Governor."

217. It seems to amount to this: that you, as President, and the Board itself, confirmed the alienation of this land without knowing officially that an Order in Council had been issued?—We knew that the matter had been before the Executive.

218. How did you know that?—From Mr. Dalziell.

219. Is that the manner in which you are in the habit of doing business in your capacity as President of the Maori Land Board?—Certainly we take the word of a reputable solicitor. We could always verify it.

220. That is for you to say. I will not comment upon this very extraordinary transaction at the present moment, but it will be my duty to call the attention of Parliament to what has taken place in this connection. Just one other question of importance: You say that you were instructed to convene the first meeting by the Native Minister?—Yes.

221. If you had received this instruction from the Native Minister would you have convened, or allowed to be convened, the meeting of assembled owners?—If we had not received the instruction the Board would have met and considered the matter of calling a meeting. I cannot say positively what the Board would have done.

222. *Hon. Sir J. Carroll.*] Regarding the minutes of the Native committee's meeting held at Te Kuiti on the 4th April, 1911, *re* Mokau-Mohakatino Block, which have been handed in; Who handed you those minutes?—Mr. Hardy gave them to me.

223. He was secretary of the committee, was he not?—So I believe, judging from the minutes.

224. You simply accepted them as the minutes of a meeting of their committee?—Yes. I think his main object in giving them to me was to assist me to work out the shares. There is a list of shares attached.

225. You did not go through the whole of the minutes yourself?—I have not yet read them right through.

226. Consequently they do not form part of your evidence?—No. I know nothing about them.

227. A statement has been made to the Committee that the Board coerced recalcitrant owners by holding meetings until they came round to the proposals. Is that correct?—Quite incorrect.

228. You say that the Maori Land Board took no action between the meetings of assembled owners as to this Mokau transaction?—The Board took no action at all.

229. You attended the meeting of assembled owners as the representative of the Board, in compliance with subsection (6) of section 342 of the Act?—Yes.

230. Is it a fact that the assembled owners have the absolute right to appoint whom they wish as chairman?—Undoubtedly. They could have appointed anybody present. I explained fully to them that it was not a meeting of the Board, but of owners, at which they had to consider the question of dealing with their land.

231. The rule is that the Board would be made acquainted with the assembled owners' meeting simply by the representative of the Board?—The representative of the Board reports to the Board.

232. It has been stated that at the first meeting the majority of owners in each case refused to confirm the sale: is that correct?—No, it is incorrect. In the case of two blocks there was a majority.

233. Did the Board submit the terms of the meeting to the assembled owners?—The representative of the Board—not the Board itself. The Board was never present at any meeting of assembled owners.

234. You say that £2,500 was deducted from the £25,000 with a view to covering costs?—Not £2,500. Some owners objected.

235. As a result, you did not get £2,500. It was proposed to deduct £2,500?—Yes.

236. To cover what expenses—legal expenses?—Legal and other expenses, I understand. I did not inquire into the matter. The Natives simply said they wanted to hand over this money.

237. Was anything deducted for land-tax from the £25,000?—Yes, £70-odd—land-tax paid in advance by Mr. Lewis.

238. *Mr. Massey.*] How did Mr. Lewis come to be liable for land-tax in connection with this transaction?—I understand he was not liable.

239. Then why pay it?—He paid it on behalf of the owners. The owners are liable. He paid it, I understand, and deducted it from the rent.

240. Did you say that land-tax was deducted from the £25,000?—There was an amount of some £73 deducted from the £25,000.

241. As a matter of fact, the Natives really paid the land-tax and not Mr. Lewis?—Yes, certainly. He was in the habit of paying it, and deducting the amount from the rent.

242. But he would be liable for land-tax on account of his leasehold interest?—No; the lessee would not be liable for land-tax.

243. Oh, come! Do you not know that a lessee pays land-tax on his leasehold interest if that interest is over a certain amount?

Hon. Mr. Ngata: The law charges the Native owners with the land-tax, but the lessee deducts it from the rent. That is our law.

244. *Mr. Massey.*] What I am really wanting to get at is this: by what right was the land-tax deducted from the £25,000?——

Hon. Mr. Ngata: The law says so.

Mr. Massey: ——the £25,000 paid by Mr. Lewis to the Native owners, because that really meant that the Native owners were paying the land-tax?—So they should.

Hon. Sir J. Carroll: They are liable for it.

245. *Mr. Massey.*] Have the Natives on any previous occasion paid the land-tax on this land?—The Natives have been paying the land-tax on this land for some time, I understand.

246. Are you quite sure of that?—Yes; they have paid it through Mr. Lewis.

247. Are you quite sure Mr. Lewis did not pay the land-tax?—He had paid it, but deducted the amount from the rent.

248. Had he a right to do that?—I presume so. It is a much more simple proceeding.

Hon. Sir J. Carroll: We will get the Act and convince Mr. Massey.

249. *The Chairman.*] Who paid the rates to the Clifton County?—I presume Mr. Lewis did.

250. *Mr. Massey.*] Have you seen the lease to Mr. Lewis, or, rather, the lease which was, in the first instance, drawn up as between Mr. Jones and the Native owners?—I have seen copies.

251. Do you know that in that lease there is a provision to the effect that all rates and taxes were to be paid by the lessee?—That is a common provision.

252. Do you know that that provision is there?—No, I could not say that it is.

253. Do you not think that it was your duty to satisfy yourself before this deduction was made that it was a legal payment? I am instructed that there is a provision in the lease to the effect that all rates and taxes were to be paid by the lessee. The lessee in this instance was Mr. Lewis, the owner of the leasehold interest. Therefore the money should have been paid by him, and not by the Native owners; but according to your own statement you have allowed that money—the money due on account of rates and taxes—to be deducted from the £25,000?—Not the rates

254. This was tax—land-tax?—Yes, land-tax. I think it represented less than £1 apiece from each owner.

Hon. Mr. Ngata: This is the section, Mr. Massey—section 46 of the Land and Income Assessment Act, 1908: "With respect to Maori land (other than mortgages) occupied by any person other than the Maori owner, the following special provisions shall apply, anything in this Act to the contrary notwithstanding: (*a*) Such land shall be liable to one-half of the ordinary land-tax (but not to be the graduated land-tax) in respect of the Maori owner's interest therein. (*b.*) If such land is held by a trustee (not being a Maori) in trust for the Maori owner, the tax shall be payable on behalf of the Maori owner by the trustee. (*c.*) In all other cases the tax shall be payable on behalf of the Maori owner by the occupier of such land."

Mr. Massey: Exactly.

Hon. Mr. Ngata: The liability is on the Native owners. That has been the law since 1894.

Mr. Massey: But do you not see that in this case there was a covenant by which the lessee was to pay the taxes?

Hon. Mr. Ngata: Every lawyer knows that that provision goes in, but the liability is on the Native owner, because it is unlawful for owners to contract themselves out of liability for land-tax.

Mr. Massey: I shall have to get this out of another witness later on. I know what has been done in past years.

Hon. Mr. Ngata: There is over 100,000 acres of leasehold land in my district, and we have been paying the land-tax indirectly by the lessee paying for us and deducting it from the rent

Witness: It is done right through the country.

255. *Hon. Mr. Ngata.*] There is some confusion, Mr. Bowler, about the commencement of all these proceedings. There was an application made to the Board, was there not, under section 203 of the Native Land Act?—Yes.

256. That section reads, "The Governor may, by Order in Council, in any case in which he deems it expedient in the public interest so to do, authorize any acquisition, alienation, or disposition of Native land, or of any interest therein, notwithstanding any of the provisions of this part of this Act." Application was made to the Board for a recommedation that such an Order in Council should issue?—Yes.

257. When was that application considered by the Board?—On the 6th January.

258. *Mr. Herries.*] That was the meeting of assembled owners?—No. The Board met on the same day.

259. *Hon. Mr. Ngata.*] You have the minutes of the proceedings of the Board on that application?—Yes.

260. And you will put them in?—Yes.

261. At that meeting who appeared before the Board in support of the application?—Mr. Dalziell.

262. Acting for———?—Mr. Lewis.

263. Were the Natives present or represented?—Yes, a large number of Natives were present, and Mr. Skerrett appeared as representative of the Natives.

264. *Mr. Herries.*] Was this subsequent to the meeting of assembled owners, or before the meeting?—It was on the same day.

265. But was it later in the day or earlier?—I think it was in the evening.

266. *Hon. Mr. Ngata.*] According to the minutes, the meeting of the Board, when this application was dealt with, was at 11.30 a.m.?—Yes. The Board met at 11.30, and heard counsel for both parties. Then we adjourned, and the Courthouse was used by the Natives for the meeting of assembled owners. And then the Board met again at night, after tea.

267. The meeting of the Board was held first. That application for a recommendation was notified in the *Gazette?*—Yes.

268. I have the *Gazette* here, dated the 22nd December, 1910, No. 109. It reads: "Auckland, 19th December, 1910.—Notice is hereby given that the several matters mentioned in the schedule hereunder written will be considered at a meeting of the Waikato-Maniapoto District Maori Land Board, to be held at Te Kuiti, on Friday, the 6th day of January, 1911, at 10 o'clock in the forenoon.—W. H. Bowler, President." And in the schedule were applications for recommendation to His Excellency the Governor to authorize, under section 203 of the Act, the transfer of Blocks 1F, 1G, 1H, and 1J from the Natives to Herrman Lewis. We will put that in. [*Gazette* put in.] On the same date, 19th December, you convened a meeting of the assembled owners, to be held at Te Kuiti on the 6th January, at 2 o'clock in the afternoon?—Yes.

269. Those notices have already been put in. The Board held its meeting on the morning of the 6th January to consider the applications for recommendation under section 203?—Yes.

270. What decision did the Board arrive at?—In the morning the Board arrived at no decision.

271. But finally?—After going into the matter very carefully we finally decided to issue the recommendation.

272. *Mr. Herries.*] By "finally" you mean after the meeting of assembled owners?—Yes. We adjourned, and met again in the evening.

273. *Hon. Mr. Ngata.*] The minutes say that at 8 p.m. Mr. Dalziell appeared, and after hearing him the Board decided to make the recommendation asked for in each case. At that meeting of the Board, Mr. Bowler, on the 6th January, Mr. Skerrett made a statement to the Board?—That is quoted in the minutes.

274. I think that, for the information of the Committee, I will read what Mr. Skerrett put before the Board:—"Mr. Skerrett: I act for the principal owners of the land, and desire to explain the position which I take up. These lands were leased between 1882 and 1889. The lease of No. 1F contained covenants *re* minerals and *re* the working of the land by the lessee. Rentals reserved by all the leases are very small. The owners obtained through Pepene Eketone

an opinion from me in regard to these leases—that was in December, 1909. I then felt compelled to differ from the report of the Stout-Palmer Commission (G.–1I of 1909), except in one respect—*i.e.*, in regard to the opinion that the covenant *re* minerals was not valid. Mr. Jones and his assignees have paid £100 per year to the Natives in lieu of compliance with this covenant. The position is that the Supreme Court could compel the lessee to comply with this covenant, failing which it could cancel the lease. But the procedure is a very troublesome one. [Mr. Skerrett explained procedure to the Natives present.] I have advised Pepene that the other leases were wrongly put upon the Provisional Register, and that the lessors had either a claim for relief or for compensation from the Assurance Fund. The procedure necessary in this direction would also involve the Natives in very expensive litigation. I am of opinion that the best thing in the interests of the Natives is for the land to be sold at a fair price, but I refrain from expressing an opinion as to what is a fair price. But if the Natives are satisfied that the present offer is a fair one, I would advise them to sell, and so save themselves expensive litigation. If the owners sell the land in small parcels they are bound by the provisions as to limitation of area contained in Part XII of the Act, and must themselves undertake subdivision and roading. Mr. Lewis will complete the payment of the purchase-money in three months, failing which the contract for sale, if entered into, will be void. The contract, of course, cannot be signed until an Order in Council has been issued and the resolution to sell, if carried, is confirmed by the Board. When the Government had under consideration the purchase of the land, some six or seven months ago, a valuation of it was made. It is again to be valued. I am informed that the purchase-money will exceed the value of the interests of the lessors and non-lessors, but if such should not prove to be the case, the purchase-money will be increased accordingly, so that the owners are assured of getting the full Government value. The owners also know that matters in connection with the block are further complicated by the claims of Mr. Joshua Jones. Mr. Jones is probably mistaken in his claims, but his continual agitation confuses the position so far as both the lessee and the owners are concerned. When Mr. Lewis has paid the purchase-money he is bound to subdivide the land and to dispose of it within three years. He cannot call for a transfer of it to himself, but only for a transfer of the separate sections to his purchasers. The Board will have power to extend this period of three years at its discretion, but if Mr. Lewis makes default in selling the land as provided, the Board will have power to sell, to deduct commission and expenses, and to pay over the balance to him. Some of the owners signed the lease to Mr. Jones, some did not. It will be necessary for this matter to be gone into carefully. It may be that some of the non-lessors have received rent. The owners, at their meeting, should consider the question of the allocation of the purchase-money. Mr. Dalziell has asked me to explain that if the Supreme Court allows the lease of No. 1F to continue the lessee has to expend £3,000 per year in working the minerals and timber, and the owners will have to give up the additional £100 per year they now receive, and get in its stead a royalty of 10 per cent. on the net profits, if any, arising from the working thereof. The annual expenditure of £3,000 would, of course, be a matter of great inconvenience to the lessee." That is the statement of Mr. Skerrett, made to the Board on behalf of the Native owners. In the afternoon the assembled owners held their meeting. Have you the minutes of that meeting here?—Yes, I will put them in.

275. There is only this point I want you to explain: You say that that meeting—the first meeting of assembled owners—was adjourned. Was the suggestion for an adjournment made by the Natives at the meeting, or did it come from yourself as the representative of the Board?—I think it came from myself, as representative of the Board. I made the suggestion mainly for the reason that, although I could have taken a vote voting away two blocks, the Board would not have felt itself justified, I think, in selling land where there was just a majority in favour of the sale. We wanted to see the proposal either thrown out or carried by a good majority.

276. The position was that a majority had agreed to sell two blocks?—I did not like to take that vote: the voting was too close. There would have been continual agitation by the dissentient Natives afterwards, and it was not practicable to allow them to partition, because the land was tied up for so long.

277. Does your list of owners show the ages of the minors, for the succession orders?—No, I do not think so.

278. You have not got the Native Land Court list here, have you?—No. I have a list of owners—the ages may be shown in some cases, but not in all.

279. I should like Mr. Bowler to give us a list showing the successors, and if there are minors, to put in their names?—The Native Land Court could supply that better than I could.

The Chairman: We will get it from the Native Land Court.

280. *Hon. Mr. Ngata.*] You say there was no alternative open to the Board, since the first meeting of assembled owners was directed by the Minister to be called?—Yes.

281. So there was no duty on the Board's part to consider the matter under the section quoted by Mr. Massey?—No.

282. Is that your reading of the two sections side by side—sections 341 and 356?—Yes.

283. One is mandatory, where the meeting is convened on the application of the Native Minister?—Yes, and in the other case the Boards considers the question, and, if it thinks fit, calls a meeting.

284. Do you know that that provision—the direction in section 341—was made more particularly for proceedings where the Crown was interested—where the Crown was in negotiation for the purchase of land from the Natives?—I understand that that was the position; but I do not know what the intentions of the Legislature were.

285. It is, as a matter of fact, used for that class of procedure. Your Board has had to convene meetings of assembled owners on the application of the Native Land Purchase Board?—Yes, on the direction of the Minister.

286. So it is not an unusual procedure?—No.

287. Did the Board make a recommendation to the Governor under section 203?—Yes. I can put a copy of that in.

288. Can you tell us the date when that recommendation was sent down?—I sent it down on the 14th January.

289. At the second meeting of the assembled owners, held on the 10th March, did you receive any intimation that Mr. Bell was acting for a section of the Natives?—I had a telegram, and, I think, a letter, saying that he was interested—in fact, Mr. Bell was mainly instrumental in having the meeting fixed for the 10th. We had decided on an earlier date, but that date was not convenient for Mr. Bell, so the meeting was fixed for the 10th. I understood from the Natives at the time that Mr. Bell had intended to come, but they could not find the necessary money, and so he did not come.

290. *Mr. Massey.*] Do you know that he was notified that it was not necessary for him to appear?—No, I do not.

291. You know that he had £100 in his hands belonging to the Natives, for the purpose of defraying expenses?—I do not. I heard that he wanted £800 before he would leave Wellington.

Mr. Massey: You have been misinformed.

292. *Hon. Mr. Ngata.*] Were any minutes kept of the proceedings at the second meeting, held on the 10th March?—Yes, I will put them in.

293. Will you let me see the minutes of the proceedings at that meeting? [Minutes produced.] "Mr. Macdonald said, 'The proposed sale has been discussed. There is now a prospect of settlement if further time is given for discussion. I would ask for an adjournment.'" So the application for adjournment was made by Mr. Macdonald?—Yes, and supported by all parties.

294. We heard something about proxies: were there any proxies handed in at meetings of the assembled owners?—Yes, a great number.

295. At the first meeting?—Yes.

296. *Mr. Massey.*] How many?

297. *Hon. Mr. Ngata.*] Perhaps Mr. Bowler can hand in a statement of the proxies and the way they were used at the first meeting and at the last?—I have the proxies here.

298. *The Chairman.*] Will you hand them in, please?—Yes.

299. *Hon. Mr. Ngata.*] There were proxies used at the last meeting of assembled owners?—Yes, a number.

300. You presided at two meetings—on the 6th January and 10th March?—Yes.

301. Were you made aware that Tuiti Macdonald was acting on behalf of 77 per cent. of the Native owners in these blocks? I do not mean by hearsay. Were there any documents handed in to the Board to substantiate that claim of Mr. Macdonald's?—There were some proxies in his favour, but I am inclined to discredit the statement that there were 77 per cent. He might have had with him half of those present at the first meeting. At the second meeting I had no need to test the feeling—they unanimously wished for an adjournment. They intimated that there was a prospect of settlement.

302. You were not present at the third meeting?—No. It has been said that the Board forced these meetings on the Natives. I may say that the last meeting, on the 22nd March, was fixed for that date at great inconvenience to myself. After some trouble I got Judge Holland to take the meeting. I think that tends to show that the Board and myself were not very much interested in the matter. We had no desire to push the thing through.

303. Mr. Holland, as representative of the Board, reported to you as President?—That is so.

304. And it became your duty to put before your Board the proceedings of that meeting presided over by Mr. Holland?—Yes.

305. Was there any voting at the last meeting of assembled owners, held on the 22nd March?—I was not present, but his minutes show that the resolution was carried unanimously.

306. We heard something about an agreement—an agreement signed by the owners as they drew their money—an agreement about the 10-per-cent. reduction: is that agreement put in?—Yes, I produce it.

307. Would you call it an agreement, or an order on the Board?—I do not think the Board knew anything at all about it. It was simply an agreement signed by the Natives when I was present making the payments. It was taken mainly to protect my own position in the matter—in fact, I drew it. [Document handed in.].

308. It is signed by those who consented to the arrangement?—Yes.

309. It reads: "We, the undersigned owners in Mokau-Mohakatino Nos. 1F, 1G, 1H, and 1J blocks, do jointly and severally agree to ten per centum of our several proportions of the purchase-money accruing therefrom being retained by the President of the Waikato-Maniapoto District Maori Land Board, such precentage to be devoted towards the liquidation of the legal and agents' costs due in connection with the said block. And we do further agree that such sums may be paid out by him as directed by Messrs. Pepene Eketone and Tuiti Macdonald, and without further reference to us." Were these signatures obtained in the presence of yourself?—I was present. I was writing the cheques, and the agreement was being signed by the Natives as they signed the receipts for their money.

310. Some have refused to sign it, I suppose?—Not then, but since. Those who were present at Te Kuiti on that date were unanimous in wishing that this deduction should be made.

311. Where any one refuses to sign the agreement, do you compel them to hand back the 10 per cent.?—Most certainly not.

312. Have any owners been paid in full, without deduction?—Yes, quite a number. Any that do not wish to pay the 10 per cent. to the agents can be paid in full, of course.

313. About these agents and their claims: as President of the Maori Land Board, you have had some experience of Native-land transactions?—Yes.

314. Is it the usual thing, in connection with such transactions, to have interpreters and Native-land agents concerned in them?—Oh, yes.

315. And making claims for their costs?—I have no doubt they make claims.

316. You are aware that such claims are made from time to time?—I have no doubt they are.

317. Your Board is one of the most active in carrying out the provisions of the Act of 1909: your experience has been a considerable one?—Yes, I think I can say that.

318. Is it possible to avoid these expenses when transactions are directly between the Native owners and the European lessees or purchasers?—No, it is not possible. There must be somebody to act as intermediary between both parties.

319. In fact, they are incidental to private alienation of Native land?—Certainly. They are like lawyers.

320. When presiding at meetings of assembled owners, as the representative of the Board, what part do you take?—I simply explain the operation of the Act to the Natives, and call on them to elect a chairman, always explaining that they can elect anybody who is present. I always make it clear that it is not a meeting of the Board. If I am elected chairman I hear the owners on the matter, and put a resolution. It has to be proposed and seconded and carried in the usual way.

321. Do you take any part in advising as to a private transaction?—Certainly not.

322. As to the reasonableness of the consideration?—Certainly not.

323. As to whether it is to their benefit?—It is always explained to them that it is for them to say whether they will alienate the land or not. That was done in all these cases. It is done in every case. [Witness handed in several documents, &c., referred to in examination.]

FRIDAY, 1ST SEPTEMBER, 1911.

WALTER HARRY BOWLER further examined. (No. 7.)

1. *Mr. Dive.*] Will you kindly tell us how you came to convene the first meeting of your Board for the purpose of selling this land?—There was no meeting of the Board held for the purpose of selling the land.

2. I understood you to say yesterday that you were authorized by the Minister to call the meeting?—There seems to be some confusion between the Board's meetings and meetings of owners. I think you are referring to meetings of owners.

3. Did I understand rightly that you were instructed by the Native Minister to call the meeting of assembled owners?—Yes.

4. What is your duty, then, with regard to calling the owners together?—It is provided by regulation.

5. What is that?—We have to give fourteen days' notice in the *Kahiti*, and circularize the Natives.

6. Did you circularize the Natives?—Yes.

7. Did they complete the business that day?—No.

8. What did you do?—We adjourned the meeting—or, rather, the Natives adjourned the meeting.

9. To what date?—To a date to be fixed by me.

10. Did you circularize them again?—Yes.

11. All the Natives?—All the Natives, as far as I could.

12. I understand that you confirmed the sale of this land before you got the Order in Council: is that so?—We confirmed the sale, subject to verification of Mr. Dalziell's statement that the Order in Council had been signed.

13. Why did you take Mr. Dalziell's statement?—I think I have already explained that. The confirmation was subject to verification of that statement.

14. Do your minutes show that?—I think so. Yes, they do: "The Board decided to confirm the resolutions in each case, agreement not to be signed until a certified lease of other lands produced, and an Order in Council under section 203, 1909, gazetted."

15. Why did you take Mr. Dalziell's word for it?—Could we not take his word?

16. I am asking, Why did you? Would you have taken any other individual's word for it?—Not to the same extent as a solicitor's word.

17. Why should you take his word when he was an interested party?—When we took his word our decision was subject to verification of the statements made by him.

18. Why should you take an interested person's word that such would all be in order?—We only took his word to this extent, that if they were not in order our resolution would be of no effect.

19. Is not this the position: that you were prepared to accept any statement made by him to facilitate the sale?—Not at all.

20. What are the laws made for: are they not made for your guidance and direction?—Yes.

21. Why do you not conform to them? Why do you take outside statements?—Our proceedings are entirely in accordance with law. The resolution did not come into effect until the Order in Council was gazetted.

22. You got notice, I understand, that such would be gazetted on the 28th, and yet you confirmed the sale on—what date?—On the 23rd. You will notice that the Order in Council is dated the 14th.

23. You got a letter from Mr. Joshua Jones objecting to the sale, did you not?—Yes.

24. On what date did you get that letter?—That date has been stated in evidence. I think it was 22nd March, speaking from memory.

25. What was the reason that you got it so late?—I do not know. I cannot account for delays in transmission.

26. *The Chairman.*] Did you keep the envelope?—No.

27. *Mr. Dive.*] Was it a registered letter?—I could not say.

Hon. Sir J. Carroll: It is not relevant, beyond the fact that that letter was sent in by Mr. Jones.

28. *Mr. Dive.*] I understand that the Natives retain a certain interest in this land—£2,500 worth of shares?—Yes.

29. How is that going to affect local taxation? Will this company be exempt from taxation for local purposes?—That is a question that would be better answered by a solicitor, I think. You should take legal advice on the point.

30. On looking through your minutes I notice they are not signed by you?—No.

31. How is that?—It is the usual practice not to sign them.

32. *Mr. Herries.*] How long have you been President of this Maori Land Board?—Since the 1st April, 1910.

33. Is it the usual thing to get instructions from the Minister with regard to meetings of assembled owners?—It is not unusual.

34. Is it usual in a case of private alienation, or is it generally done when the Crown has an interest?—It is usually done when the Crown has an interest.

35. Have you had any other cases, since you have been Chairman of the Board, in which instructions have come from the Minister and the Crown has not been interested?—No, I cannot recollect another.

36. Have you got that letter of instruction?—I have put it in.

37. Did it contain anything beyond the instruction to hold the meeting of assembled owners?—That was all.

38. Did it say for what purpose?—Yes, to consider the question of sale to Mr. Herrman Lewis.

39. Did it mention the sum?—No.

40. In the *Gazette* notice the sum is not mentioned, is it?—No.

41. What was the exact offer made at the first meeting of assembled owners?—To purchase at £25,000, or such greater sum as was found to be the Government valuation of the owner's interest.

42. Who made the offer?—Mr. Dalziell, on behalf of Mr. Lewis.

43. Was Mr. Dalziell present at the first meeting of assembled owners?—Yes.

44. Was Mr. Skerrett?—Both were present.

45. Mr. Dalziell made that offer, and mentioned the actual sum?—Yes.

46. And the Maori owners voted on that proposition?—Yes.

47. Then subsequent to the meeting of the assembled owners, the Board held a meeting in the evening of the same day?—That is so.

48. And you had before you an application for the removal of the restrictions?—An application for a recommendation for an Order in Council. Our meeting was held both before and after the assembled owners' meeting.

49. I am speaking of the meeting that took place in the evening?—That was a continuation of the proceedings of the morning.

50. At that meeting there came before you an application for recommendation for an Order in Council?—Yes.

51. And you recommended it?—Yes, the Board did.

52. You knew at that time that the Natives were not at all agreeable to the sale?—We knew that in the case of two blocks there was a majority in favour of the sale.

53. You knew that a great proportion of the Natives were not favourable to the sale?—Yes.

54. Yet you recommended that the Order in Council should be issued?—Yes, recognizing that the issue of the Order in Council would not in any way prejudice the Natives if they did not wish to sell.

55. Why did you recommend it?—Because we considered it in the interest of all parties that the Order in Council should issue.

56. Have you got the application that was sent to you—the application for the recommendation?—Yes.

57. Whom was that signed by?—Chapman, Skerrett, Wylie, and Tripp, solicitors for applicants, on behalf of the Native owners.

58. It was the Native owners who applied?—Yes, through their solicitors, Chapman, Skerrett, Wylie, and Tripp.

59. *Hon. Mr. Ngata.*] Was there not an application also from Herrman Lewis? It is so gazetted?—Yes, there was also an application by Findlay, Dalziell, and Co., solicitors for Mr. Lewis.

60. *Mr. Herries.*] There were the two applications?—Yes.

61. At that meeting of the Board in the evening, were Mr. Skerrett and Mr. Dalziell both present?—Yes.

62. Did they argue the matter before you?—The proceedings are fully reported in the minutes. They both addressed the Board at some length.

63. Who applied for the adjournment of the meeting of the assembled owners?—I stated yesterday that I think I was mainly responsible for the adjournment. Seeing there was no prospect of unanimity, I suggested it. The Natives all welcomed the suggestion, and acquiesced,

64. Was there a motion proposed and seconded?—Yes.

65. Do you know who proposed it?—I have it in the minutes.

66. It was on your suggestion?—Yes; but I took a motion, seeing there was no prospect of unanimity.

67. Is it usual to adjourn these cases until there is unanimity?—Quite common.

68. Does it not sometimes happen that when there is no prospect the proceedings terminate?—Yes, it does, if there is no prospect of a vote in favour of alienation; but in this case we had a very strong faction in favour of sale.

69. There is no doubt the meeting was adjourned in order that they might come to a decision?—It was adjourned in order to enable the Natives to have an opportunity of further considering the matter, and in order to enable them to get into touch with a number who had not been able to attend the first meeting, it having been fixed at short notice.

70. It was adjourned in order that they should become unanimous?—No. It was adjourned so that a more representative meeting could be obtained, and so that they could think the matter over.

71. Was there any suggestion that the whole proceedings should be dropped?—No; in fact, if the Board had been anxious to force the matter through, I could then have carried resolutions covering over 30,000 acres.

72. Was there any talk at that time about the sale—whether it was to Mr. Lewis himself or to a company?—No.

73. I think Tuiti Macdonald said he understood it was to a company?—I understood the sale was to Mr. Lewis. I did not know there was a company concerned at all.

74. At the meeting of assembled owners on the 10th March was Mr. Dalziell present?—Yes.

75. Did he make any statement?—He addressed the Natives at some length, I think.

76. Was it the same question that was put?—No question was put at all. The resolution before the meeting was the same one.

77. There was no mention then about shares in the resolution?—No.

78. At the meeting of assembled owners of the 22nd March you were not present?—No.

79. Was a meeting of the Board held on the same day?—Yes, but in Auckland. The Board was not present at Te Kuiti.

80. You were present at the Board?—Yes, in Auckland.

81. What was the exact offer that was made at that meeting?—I was not present. The upshot was that a resolution was carried in favour of selling for £25,000, plus £2,500 worth of shares.

82. Was there any mention in the resolution about £2,500?—I am talking about the resolution carried at the meeting of assembled owners.

83. That was the first time that the question of the £2,500 cropped up?—The first intimation I had of the £2,500 was in Judge Holland's report to me of the proceedings.

84. Did it then become apparent to you that the sale was not to Mr. Lewis but to a company?—Not necessarily.

85. How were they to get £2,500 worth of shares if there was no company?—Well, Mr. Lewis might have been the owner of the shares for all I know.

86. So you knew nothing about the company?—No.

87. Was Mr. Dalziell present, do you know, at that meeting of assembled owners?—I could not say. Probably he was.

88. You do not know how long the meeting took?—No.

89. When was the meeting of the Board held to confirm the resolutions?—On the 23rd.

90. That was in Auckland?—Yes.

91. That was the same meeting that started on the 21st, I suppose?—The Board was then in session in Auckland.

92. When did you get Mr. Holland's report?—On the 23rd, I think. I had an intimation by wire from him that the resolution had been carried.

93. Have you got his report?—I have put it in. Yes, here it is. It was forwarded to me on the 22nd, under a covering letter.

94. You state that the resolution contained a statement about the shares?—Yes.

95. I see that that has been added: the rest of the resolution is typewritten, and that has been added in writing. Is this Mr. Holland's writing?—No. I do not know whose it is.

96. This report of Mr. Holland's mentions nothing about the shares?—This is the report here [indicated].

97. But this is a copy of the resolution, is it not?—The proper copies are signed. Those that you have there are spare copies—they are not signed.

98. You are satisfied that the £2,500 worth of shares were voted on by the Natives?—Oh, quite.

99. I ask because it does not appear at all on the spare copies, and has been put in in writing in the signed copy?—Yes.

100. You think that Judge Holland signed that after the writing was put in?—Oh, yes.

101. I notice that in the minutes of this meeting of assembled owners there is this: "Mr. Macdonald handed in a further proposal regarding the £2,500 worth of shares. Further discussion ensued, and Mr. Macdonald subsequently asked leave to withdraw his proposal, and, no one objecting, leave to withdraw was granted." Do you know what that proposal was?—No. I understand, though, that it was in regard to the allocation of the shares, possibly as between the different parties.

102. You held a meeting of the Board on the 23rd, and Mr. Dalziell appeared before you and asked you to confirm the resolution?—Yes.

103. In these meetings of assembled owners there is no application for confirmation, is there?—No; we confirm as a continuation of the proceedings.

104. It is different from alienation under other parts of the Act?—Yes.

105. Were any conditions imposed by the Board as a precedent to the confirmation?—Confirmation was conditional on the Natives being found to have other land and to the Order in Council being gazetted.

106. The Board have power to make conditions, have they not?—Yes. A further condition was that the purchase-money was to be paid within three months, and the shares allotted.

107. The Act says, "the Board may so confirm the same, subject to any modifications which in the opinion of the Board are rendered just or necessary by reason of that circumstance." There was no modification?—No modification of the resolution.

108. The resolution, then, was confirmed exactly?—Exactly as carried.

109. We hear that conditions were imposed by the Maori Land Board with regard to cutting up the property?—That is so. That was part of the arrangement.

110. What arrangement?—The proposal put forward by Mr. Dalziell.

111. It is not contained in the resolution?—No. That was an arrangement between Mr. Dalziell, as Mr. Lewis's solicitor, and the Board, making it obligatory for the land to be cut up within three months.

112. Under what section of the Act did you make that arrangement?—There is no statutory authority. It was simply a matter of arrangement between ourselves, as agents for the Natives, and the purchaser.

113. Do you not think it would have been better to make that a condition of confirmation, which you had power to do?—No, seeing that we could safeguard ourselves by the fact that the Board had to execute all documents.

114. But you say there is no statutory authority to do this?—That is so; but the Board would not have completed the agreement to sell and the transfers without being satisfied that those conditions were carried out.

115. Have you got anything in writing from Mr. Dalziel? Did he put forward any proposals in writing?—I do not know that he did. It is all stated in the minutes.

116. Is there an agreement?—There was an agreement signed subsequently.

117. The minutes say, "Board decided to confirm resolutions in each case, agreement not to be signed until certified lease of other lands produced and Order in Council under section 203, 1909, gazetted." What is this agreement?—An agreement between the Board and Mr. Lewis, whereby the Board was to execute a transfer and Mr. Lewis was to pay the Board £25,000 and allot the shares.

118. Will you produce the agreement?—Yes, I can put it in. [Document produced.]

119. Will you tell the Committee shortly what the effect of this agreement is?—The agreement provides that the Board shall sell the land to the purchaser for the sum specified; that the purchase-money shall be paid to the Board in one sum, and that the shares shall be allotted; that in the event of default being made in payment of the money for three months the agreement shall be void; that the land be vested in the President of the Board as trustee, he to hold it to insure that the limitation provisions of the Act shall be enforced. It further gives the President of the Board power, if the land is not cut up and sold in three years, to cut it up and sell it by public auction. In case of any dispute arising the matter can be referred to the Supreme Court for adjudication.

120. Is this signed with the common seal of the Board?—Yes.

121. On what day was it signed?—The 11th April, 1911.

122. Is there any minute in your proceedings with regard to the signatures of this agreement?—No.

123. It is not minuted?—No; it is not usual to minute the execution of documents.

124. Under what powers did you sign this agreement as Chairman of the Maori Land Board?—Under section 356, subsection (6).

125. That section reads, "On the confirmation of any such resolution the Board shall become, without further authority than the resolution, the agent of the owners for the time being to execute in the name of the Board an instrument of alienation in accordance with the terms of the resolution as so confirmed, and the owners shall not be competent to revoke the authority of the Board in that behalf." Is this document an instrument of alienation?—Yes. It is an agreement to alienate.

126. Do you mean to say that this is an instrument of alienation?—Yes, it is part of an instrument.

127. I notice that the document is drawn up by Findlay, Dalziell, and Co.?—I think that under the Act an agreement to alienate is an instrument of alienation

128. This document is the instrument of alienation?—It is an instrument of alienation within the meaning of the Act.

129. Is there any other instrument of alienation?—Yes, there is a subsequent transfer.

130. Is not the transfer the instrument of alienation?—They are both instruments of alienation.

131. Have you ever signed an agreement like this before?—No. We have not dealt with very many sales under this part of the Act.

132. It is unusual to alienate land under these conditions?—It is the only case in which I know it to have been done; but there is nothing extraordinary about it.

133. Did you apply to the head of your Department to know whether you could undertake this?—Yes, the agreements were submitted to the Solicitor-General for perusal.

134. Have you got the correspondence that passed between the Board and the Department?—I could get it from the Head Office and put it in.

135. What I want to know is when was the question of this agreement first mooted?—After the confirmation.

136. Did not Mr. Dalziell at the time of confirmation bring it forward?—At the confirmation it was made clear that the Board would be asked to execute an agreement. The agreement was not submitted until after the confirmation.

137. I think it is an extraordinary thing that the Board should hold the land in trust. You do not hold any other land in trust for the purchaser?—No.

138. It is not a usual thing?—The explanation is that the Board so held it to insure that the land should be cut up into small holdings.

139. Is this the only case in which you hold land in trust for the purchaser?—Yes.

140. Did you receive any instructions from the Department that it was advisable to sign the agreement?—No.

141. Did you apply to the Department to know whether it was advisable that you should?—No, certainly not.

142. Then there was no communication between the Department and the Board as to the advisability of signing this agreement?—No.

143. Or with regard to the agreement at all?—No, excepting that, I think, the agreement was submitted to the Solicitor-General for revision.

144. Who submitted it?—I submitted it.

145. Through the Department?—Through the usual channel.

146. Have you got your letter to the Department?—No; I do not seem to be able to find one.

147. When did Mr. Herrman Lewis pay the £25,000?—I have not got the exact date. I think it was some time in April.

148. I think you said May yesterday?—I could not say definitely without reference to my account-books in Auckland.

149. *The Chairman.*] Will you furnish the date?—I can furnish it.

150. *Mr. Herries.*] Was it subsequent to the 11th April?—It was in May—about the middle of May. I have just referred to my diary.

151. How was the money paid?—By cheque.

152. Whose cheque?—Findlay, Dalziell, and Co.'s cheque.

153. Was the £25,000 all paid in one cheque?—Yes.

154. Why was this instrument of alienation not registered, if it is an instrument of alienation?—Seeing that a transfer was subsequently executed, I suppose there was no necessity to register it. It is stamped.

155. Is there any further instrument of alienation? What is registered?—Subsequently the actual transfer was signed in Wellington.

156. Can you produce that?—No. The purchaser would have it.

157. What was the transfer—to whom?—To Mr. Lewis.

158. What date was it signed?—At the same time as the payment was made. It would be about the 18th or 19th May, I think.

159. Are you quite sure there is a transfer from the Maori Land Board to Mr. Lewis?—Yes.

160. Do you know if it is registered?—No.

161. Do you remember signing it?—Yes.

162. Whose duty would it be to register it?—The purchaser's solicitors' duty, I take it.

163. I may say that I could not find any record of it. You are quite certain that you, as President, signed a transfer?—I signed the transfer.

164. To Mr. Lewis?—It may have been to Mr. Lewis or it may have been to the company. I do not recollect now. The money was paid, and the transfer, for the sake of convenience, may have been drawn in the name of the company. I could not be certain on that point.

165. What was the date that you signed that transfer, did you say?—About the 18th or 19th May.

166. Would you be surprised to know that no such transfer has been registered?—I do not see that the point concerns me very much.

167. Are the conditions in the agreement put into the transfer?—I am making a mistake. The transfer, of course, was to myself as trustee. I am sorry to have made the mistake.

168. What is your position, then? You, as President of the Board, put the common seal of the Board on a transfer to yourself?—That is so.

Mr. Herries: You say that you signed it about the 18th May. I suppose we can get that transfer, Mr. Chairman: the date is rather important. It appears to have been registered only lately.

Hon. Mr. Ngata: On the 8th July.

169. *Mr. Herries.*] Are you sure that it was not in July that you signed it?—Positive.

170. You signed a transfer, as President of the Maori Land Board, to yourself?—Yes.

171. Then you are the registered owner of the land?—I take it I am.

172. What is your position with regard to that?—I hold the land as trustee.

173. Under what section of the Act?—Under no section of the Act. It is part of the arrangement entered into to insure that the land shall be cut up into small holdings.

174. Is not that rather an unusual position for the Chairman of a Maori Land Board to take up?—It was vested in me in my private capacity, and not as Chairman of the Board. It was done simply to insure that the limitation provisions of the Act should be enforced: if they are not carried out by the person for whom I hold the land the Board has power to cut the land up and sell it by auction.

175. Did you consult the Department as to whether you could take that position?—Yes.

176. Can you produce the correspondence?—Yes.

177. What was there in the correspondence: did you receive instructions from the Department to take up that position?—No, the suggestion emanated from the Board. The matter was

submitted to the Department, and I understand that Cabinet, after consideration, decided that there was no objection.

178. You understand that it was submitted to Cabinet?—I understand so.

179. And there was no objection?—No departmental objection.

180. What is the actual acreage that is covered by the transfer?—I gave the area yesterday.

181. The whole area that was the subject of these resolutions was included in the transfer?—Yes.

182. Have you had any subsequent transactions as trustee?—Yes.

183. What were those?—Sundry mortgages.

184. You have mortgaged the land?—Yes.

185. To whom?—I really have not the information here. I would suggest that Mr. Dalziell could furnish all information.

186. It has been stated that the land is held in trust, and it is part of our business to find out whether it is still held in trust. You are the trustee, and you have mortgaged the land?—Yes.

187. I see from the register that on the same date—8th July—there is a mortgage from you to William Nelson, Douglas McLean, Mason Chambers, Vernon Chambers, Paul Hunter, Robert McNab, and C. A. Loughnan, over a portion of the land: is that so?—Yes.

188. Do you remember on what date you signed that?—On the same date as the transfer, I take it.

189. What was the amount of the mortgage-money?—I could not say without reference to the deeds.

190. You have no recollection?—No.

191. You signed the deed, yet do not remember?—I do not remember the amount.

192. What was the object of mortgaging?—I do not know. I was simply a trustee for the bare execution. I was only an instrument to execute the deeds.

193. Who suggested that you should mortgage the lands?—It was all part of the arrangement entered into by the parties, and it was not my function to analyse——

194. But you are one of the parties?—No, only in name.

195. I thought you were acting as trustee?—Yes, but only nominally as trustee.

196. You are still acting as agent to look after the Natives' interest?—I am simply there to see that the land is cut up in three years.

197. But supposing it is not cut up in three years?—I am there to cut it up. The Board can cut it up if the company do not do so. The title is caveated by the Board.

198. You told the Committee that you signed a mortgage, but do not know what the amount was?—Yes.

199. And you also signed another mortgage to Mason Chambers of another part of the land?—Yes.

200. What is the object of that?—I do not know.

201. Do you know for how much the land was mortgaged to William Nelson, Douglas McLean, and the others?—I said I do not know the amount of the mortgage.

202. Do you know how much of the land is mortgaged?—I did not analyse the transaction at all.

203. Did you receive any mortgage-money as trustee?—No.

204. Do you pay the interest?—No.

205. You are the registered owner of the land: if you mortgage it must be for some purpose?—The mortgage was no doubt for the purpose of finance.

206. But you mortgaged the land in your capacity as trustee for the Natives?—Not as trustee for the Natives—trustee for the purchaser. I am holding the land simply to see that the limitation provisions of the Act are enforced.

207. Are you trustee for the Natives or for the purchaser?—For the purchaser.

208. If it is stated that the land is held by the Maori Land Board in trust, that is quite incorrect?—Quite incorrect.

209. You, a Civil servant, hold it in trust for the purchaser—for Herrman Lewis?—Yes, or his assigns.

210. And in that capacity you executed two mortgages, but did not take sufficient interest in it to see how much money it was worth?—No, it did not interest me at all.

211. Supposing the mortgage is not paid, what is your position?—Our position is not altered.

212. I mean your own position?—I am only the bare trustee. I can resign at any time.

213. But you are the registered owner?—Under a deed of trust.

214. Supposing the mortgages were not met and foreclosure took place, or a sale by order of the Supreme Court?—I could get out of it by resigning, and thus let it be somebody else's funeral.

Mr. Dalziell: It might save a good deal of time if I point out that the whole proceeding is set out in the agreement which has been produced.

215. *Mr. Herries.*] I am trying to get at the peculiar position that a Civil servant is placed in. In the event of the mortgage being foreclosed you say you would resign: then all the provisions to insure cutting up would go?—I had legal advice, and took every precaution to see that my interests were safeguarded. I left the matter mainly to my solicitor. The Hon. J. A. Tole acted for me in the matter, at the expense of the purchaser.

216. If the mortgage is not met, your equity of redemption can be sold?—The title is caveated, and there is a further provision, I think, in the mortgage, that there shall be no power of sale.

217. *Hon. Mr. Ngata.*] Who has that mortgage?—Mr. Dalziell could probably produce the document, or give you more information on the point.

218. *Mr. Herries.*] You can get out of your trust simply by resigning?—Yes.

219. Then what guarantee is there that the land will be cut up?—I do not say I am going to get out of it if the land is not cut up.

220. Supposing the mortgagees exercise their power of sale?—I think their power of sale is specifically restricted in the mortgage; and the Board, further, caveated the title in order to insure that the land will be cut up.

221. Are you sure there is that clause?—Yes, there is a special covenant in the mortgage. I recollect that.

222. You seem to recollect that, but not the amount?—That was a matter that concerned the Board. The matters of finance did not concern me; the Board was finished with the transaction.

223. You acted under instructions from the Department with regard to buying the land and mortgaging it?—Oh, no.

224. You got permission from the Department?—I got permission from the Department to act as trustee.

225. And with regard to mortgaging it?—That was a condition in the agreement.

226. If the company do not fulfil the conditions as to cutting up, what will be your position?—That is set out in the agreement. The Board in that case has power to subdivide and road the land, and sell it in areas to conform with the provisions of Part XII, regarding the limitation of area.

227. Under what provision of the Act?—Part XIV.

228. That is, the Board have got the same power as in Part XV?—In regard to lands vested in the Board.

229. It is under Part XIV, not XV?—Part XIV.

230. Then they must divide the land into two portions, and lease one portion and sell another?

Hon. Mr. Ngata: That was only land vested in the Board on the recommendation of the Native Land Commission.

Witness: We have power to sell in accordance with Part XIV.

231. *Mr. Herries.*] I do not think so. You think you are not compelled to lease half and sell half?—Certainly not. It is European land, anyhow. That provision does not apply, but we have power to cut the land up in the manner provided by Part XIV of the Act.

232. When was the caveat lodged?—I could not say.

233. Have you got it in the minutes?—The caveat would be registered in the Lands Transfer Office.

234. Have you got any record of any determination of the Maori Land Board to lodge a caveat?—No. That was part of the arrangement. It was not in the minutes. The caveat was lodged simply for the Board's protection, so as to insure that the land would not be sold.

235. Did you sign the application for caveat in your capacity as Chairman of the Board?—No. I understand the caveat was signed by Findlay, Dalziell, and Co. on behalf of the Board.

236. Are Findlay, Dalziell, and Co. the usual solicitors to the Board?—No.

237. Have they ever acted for the Board before?—No.

238. Did you give them any authority to sign the caveat?—It was part of the arrangement that the caveat would be lodged, and they went to the trouble of lodging it.

239. But surely the Board as a Board must know whether a caveat has been lodged?—I am advised that the caveat has been lodged.

240. Does not the Board authorize the lodging of the caveat?—No.

241. Is it usual for caveats to be lodged without any resolution of the Board?—I do not know of any other case where the Board has caveated a title.

242. And that is the usual procedure—the Board would not proceed to do it by resolution?—It is impossible to bring all these small detail matters before the Board.

243. This is a very considerable matter?—The Board's interests are protected by the lodging of a caveat.

244. That seems to be the only protection?—Probably a sufficient one.

245. The caveat was only registered on the 18th August, 1911?—Yes, quite recently, I know.

246. What was the object of lodging the caveat?—The caveat protected jointly the purchaser and the Board. Otherwise there was nothing to hinder my selling the land, perhaps. That caveat has protected the purchaser.

247. Is there anything, except this caveat, to prevent you from actually selling the land and going off with the proceeds?—I do not know the strict legal position; the caveat, anyhow, would prevent it.

248. But you, as Chairman of the Board, could withdraw that caveat?—Yes. Well, Mr. Dalziell had better put another caveat on. I do not know whether he has or not. It never struck me in that light before.

249. You say that Findlay, Dalziell, and Co. lodged the caveat, acting for the Board?—Yes.

250. Why did you employ Findlay, Dalziell, and Co.? Why not your usual solicitors?—We do not usually employ solicitors.

251. Why did you not lodge it yourself?—They have done everything connected with the matter, to save us trouble. We could have done it equally well.

252. Why was it delayed so long? If this is the only protection the Board has, why was it delayed till the 18th August?—There was no immediate need for hurry. Any transfer would require to be signed by myself.

253. In your private capacity?—Yes.

254. Not as Chairman of the Board?—No.

255. Who pays the rates and taxes on this land?—I do not know who pays them now. I pay none.

256. You are the registered owner of the land?—I discussed that matter with Mr. Dalziell, and he undertook to see that they were paid.

257. *Hon. Mr. Ngata.*] Are any due now?—I have not had any advice of any. I do not anticipate any trouble about it.

258. *Hon. Sir J. Carroll.*] You hold the land as security in any case?—Yes.

259. *Mr. Herries.*] But it is under mortgage—it may be mortgaged for a big sum?—There is sufficient security to meet all rates, I think.

260. Have you any recollection whether the amount it is mortgaged for is a larger sum than the value of the land?—Than the value of the owner's interest in the land?

261. Yes?—It is quite possible that it is. I could not say. I do not know what the amount of the mortgages is.

262. What is the position of the lessees—the original lessee (Mr. Lewis), or the people who got his interest in the lease?—His leases were transferred to me. I hold them in trust.

263. As well as the freehold?—Yes. It brings the leases and the fee-simple into one ownership.

264. Is this the largest transaction that has taken place in your land district as far as price and area are concerned?—Yes.

265. It presented a good many unusual features?—Yes.

266. You have never had a transaction like this before?—Not one of the same magnitude.

267. Nor with agreements like that?—No.

Mr. Herries: I do not think I can ask any more questions till we get these agreements.

The Chairman: Do you wish them produced?

Mr. Herries: I certainly think they ought to be, and the other deeds—the mortgages.

The Chairman: We will get them all.

Witness: You could get certified copies, perhaps, from the District Land Registrar.

268. *Mr. Dive.*] Did I understand you to state that the land has to be cut up within three years?—Yes.

269. Have you the right to extend that time?—Yes, the Board has.

270. You, as trustee for this company, I suppose, will be favourably disposed to giving them an extension of time, if so required?—Why do you say that?

271. Will you be favourably disposed to give them an extension?—I think it very improbable, unless they can give a very good reason.

272. You are trustee, and you mortgaged the interests in the whole of this land. Have the Natives any say in reference to the mortgaging of this land?—Why should they?

273. They have £2,500 worth of shares in the company. How are their interests being conserved by you as trustee?—I do not see that they have any interest, except their interest in the company. They have no interest in the land.

274. Have they any say in this company?—They have, I suppose, their ordinary rights as shareholders.

275. Have they been consulted with reference to mortgaging?—No.

276. You are trustee for the company as well as the Natives?—I am the trustee for the owner of the property.

277. The Natives are interested to the extent of £2,500?

Hon. Sir J. Carroll: They are not owners.

Witness: They are interested in the company—they are not owners in the land.

278. *Mr. Dive.*] The Natives are interested to the extent of £2,500 worth of shares in this company. You are the trustee, or owner of the land, nominally: is not that the position?—Yes.

279. In allowing this land to be mortgaged, have you consulted the interests of the Natives?—It is surely not necessary for me to hold a meeting of shareholders.

280. Do you know the duties of a trustee?—I know my duties in this case.

281. Are you conserving the Natives' interests?—I would not say I am not.

282. Are you perfectly satisfied that you are?—Yes, with regard to anything I have done.

283. Are you, or are you not, a very willing agent in the matter of carrying out the demands of this company?

Hon. Sir J. Carroll: That is not a fair question.

The Chairman: The witness can answer it or not, as he thinks fit.

Hon. Sir J. Carroll: I do not think Mr. Dive should suggest anything of the kind.

[Witness did not answer the question.]

284. *The Chairman.*] In this deed of agreement there is a section—section 7—which reads as follows: "The purchaser shall forthwith, after payment of the said purchase-money, take steps to subdivide the said land for sale, and shall use his best endeavours to sell the same in areas not exceeding the limits prescribed by Part XII of the Act within three years from the date of this agreement, or such extended time as may under the provisions in that behalf hereinafter contained be granted by the Board." In the event of the purchasers not complying with that section, what would be your position?—There is a further provision—clause 9.

285. Will you read it, please?—"If within the period of three years from the date hereof, or within such extended time or times as may under the provisions in that behalf hereinafter contained be granted by the Board, the whole of the said land shall not have been sold in subdivisions and transferred by the Board to the purchaser or a derivative purchaser or derivative purchasers thereof in accordance with the provisions of paragraphs 7 and 8 hereof, then and in such case the right of the purchaser to require further transfers and assurances of the part or parts of the said land not theretofore sold and transferred in accordance with the provisions of paragraphs 7 and 8 hereof (hereinafter referred to as 'the unsold lands') shall, subject to and without prejudice to the provisions of the next succeeding paragraph hereof, absolutely cease and determine." And thereupon it is declared that I "stand possessed of the unsold land upon trust for the Board to enable the Board to execute the trusts and purposes following: (*a*) To sell the fee-simple thereof," &c.

286. If that provision were not carried out, what would be your attitude?—I should recommend the Board to cut the area up.

287. Are you aware whether the purchasers up to the present time have taken any steps to survey or cut up the land or road it?—I am told they have a staff of surveyors up there.

288. Have you any knowledge yourself?—No actual knowledge.

289. With regard to your being President of the Board, would not your position as trustee under this deed of agreement strengthen the position of your Board in dealing with any disagreement that might arise between the purchaser and the Board?—Possibly it would.

290. Would you not have a double strength by your being President of the Board and also trustee, practically, of this property?—I think that was the only reason that actuated me in taking the trust, to see that the limitation provisions of the Act were carried out.

291. Regarding transactions that you have had in the past, so far as the King-country is concerned, is it in any way unusual for a number of the Natives never to agree? Are there in your experience many disagreements when the first overtures are made?—Quite frequently.

292. That is not unusual?—No, quite a common thing.

293. Do you know this property at all yourself?—No.

294. You have never been on it?—No.

295. *Mr. Massey.*] Did I hear you say that the Board employed Findlay, Dalziell, and Co. in connection with part of these proceedings?—No. I said that Findlay, Dalziell, and Co. acted for the Board in lodging the caveat, thus preventing the registration of any further documents.

296. In that respect they acted for the Board?—Yes.

297. Findlay, Dalziell, and Co. were also solicitors for the purchasers?—Mr. Dalziell was.

298. I suppose that means the firm, does it not?—I do not know that it does.

299. Do you not think it a very extraordinary position in which to place a firm of solicitors—to act on one hand as solicitors for the purchasers and on the other hand as solicitors for the agents for the vendors?—They did not act in an advisory capacity to us; they simply acted as an instrument in registering one document—a very small matter.

300. Who recommended you to sign the mortgage?—I had no advice on that point.

301. At whose request did you sign it?—At the request of Mr. Dalziell, as solicitor for Mr. Lewis.

302. Mr. Dalziell seems to have taken a prominent part in connection with the whole of these transactions?—He did.

303. Advising the Board occasionally?—I do not know.

304. Advising you as trustee?—Only in that instance, after the Board had finished its proceedings.

305. Are you aware that under this agreement the present owners of the land, whoever they are, have the right to retain the minerals when the subdivision takes place?—You mean when the land is cut up?

306. Yes?—No, I am not aware of that.

307. Would you be surprised to learn that such is the case?—I would.

308. Would you be surprised to learn that the present owners intend to retain the mineral rights?—I think that at the present time my position is that I own both the land and the minerals.

Hon. Mr. Ngata: Are you not confusing this with the other block, Mr. Massey?

Mr. Massey: No. I know exactly what the position is.

Witness: I understand you are wrong.

Mr. Massey: I will not press it now.

The Chairman: Can you state to the Committee, Mr. Massey, what paragraph of this deed that is in?

Mr. Massey: I have been looking through the deed, and so far as I am able to ascertain it refers only to the surface rights, and does not include the mineral rights.

Witness: Does it specifically say so?

Mr. Massey: No, it does not. I do not think it is intended to say so.

The Chairman: Would you buy a property under those conditions?

309. *Mr. Massey.*] I am not under examination. (To witness): You told us that Mr. Lewis paid the required fee to the Maori Land Board, of which you are President?—I would not be absolutely certain who paid it, but it was paid.

310. On behalf of——?—The purchaser, I take it.

311. By whom was it paid?—I would have to refer to my cash-book to be certain—either by Findlay, Dalziell, and Co. or Chapman, Skerrett, Wylie, and Tripp.

312. I think you stated that Mr. Dalziell gave you the information with regard to the issue of the Order in Council?—Yes.

313. Did he tell you where he got that information?—No.

314. You simply took Mr. Dalziell's word for it?—Yes, but qualified our decision by making it subject to verification of his statement.

315. Do you know whether there is any claim by Mr. Skerrett or his firm on the fund which you hold by means of the collection of 10 per cent. from the vendors?—No, I have heard nothing of it.

316. With regard to these £2,500 worth of shares: do you know anything about the real value of these shares?—No.

317. You know, of course, that there is a difference between the nominal value of shares in a company and the real value?—Quite frequently.

318. Do you know how many shares are represented by the £2,500?—250 fully-paid-up £10 shares.

319. You are quite clear about that?—Quite sure.

320. Do you know the value at which this land stands in the books of the company?—No.

321. Do you not think that, as representing the Natives, and as one who was expected to look after their interests, you should have looked this point up?—Searched the company's register when the land was Native land?

322. Just let me finish. You should have ascertained the value at which the land stands in the books of the company, and compared that with the amount which was paid for it to the Natives, so as to let them understand the real value—not the nominal value—of the shares which were being handed over to them?

The Chairman: That is a statement: will you frame your question now, Mr. Massey?

323. *Mr. Massey.*] What I am asking is this: Did you satisfy the Native owners as to the difference between the value at which they sold—the price they received for the freehold of the land—and the value at which the land stands in the books of the company who own it now?—No, I made no reference to the books of the company.

324. Do you not see the bearing this point has on the value of the shares?—Yes, but from the evidence we had before us the consideration—the £25,000—was adequate, apart from the shares.

325. Then the shares were not worth considering, apart from it?—They were worth considering, but they were additional to what we considered the proper purchase-money.

326. The real value of the shares was not considered?—No.

327. *Hon. Sir J. Carroll.*] When the Board agreed on the sale from the Natives to the purchaser and the £25,000 was paid, did the interests of the Natives as owners in the land entirely disappear?—Yes, excepting that they retained certain shares in the company

328. That is an arrangement between themselves and the company, but as owners in the land——?—Their interest disappeared.

329. The freehold then changed from Maori-owned land to European-owned land?—Yes.

330. And all subsequent transactions, mortgages and otherwise, affected land owned by Europeans?—Yes.

331. *The Chairman.*] Of all these documents that have been requested by the Committee, will you see that certified copies are sent? They must be certified by some one other than yourself?—Very well, sir. I would ask leave to take my minute-books, if I may—I want them particularly in Auckland; but I will leave certified extracts.

The Chairman: Very well.

Mr. Herries: There should be certified copies of anything concerning the blocks, not merely of what the witness referred to in his evidence.

Witness: I think the minutes of the two meetings of the Board cover everything in connection with the block. The matter was only before the Board twice.

EDWIN HENRY HARDY sworn and examined. (No. 8.)

1. *The Chairman.*] What are you by profession?—Authorized surveyor and sheep-farmer, Te Kuiti.

2. Have you seen the paper that forms the subject of this inquiry?—Yes.

3. Do you wish to make a statement to the Committee, or are you prepared to submit to examination?—I will submit myself to examination, and, if necessary, enlarge upon any point.

4. *Mr. Massey.*] You have been connected with the sale of the Mokau-Mohakatino blocks by the Native owners to Mr. Herrman Lewis or other purchasers?—Yes.

5. Will you tell us when your connection with this transaction commenced?—In November, 1910, I was engaged by Tohiriri to assist him to fill in and lodge an application for partition in the Native Land Court. He was an owner in Block 1H.

6. At what date did he approach you?—Some time in November, 1910. I cannot give you exact dates.

7. What happened then?—His application for partition was thrown out, on the ground that a lease existed over the property, and he could not be heard.

8. What was the next step?—The next step I was not connnected with.

9. I am speaking of the next step you were connected with?—I was not directly connected with it, but I noticed from the *Gazette* that one Herrman Lewis had applied for the purchase of certain blocks in Mokau-Mohakatino.

10. And then?—That party—Tohiriri—was present at that meeting.

11. It was a meeting?—Yes, it was a meeting of the Native Land Board this time. I was not present, but he was represented by Tuiti Macdonald, who is a sort of Native counsel. I understood all that was going on, but I did not take an active part.

12. Can you give us the date, approximately, of that meeting?—I think it was either in December or early in January.

13. That was a meeting of the Maori Land Board?—Yes, I believe so. Mr. Skerrett was there, but I did not see him.

14. Was it not a meeting of the assembled owners?—Perhaps it was. I think it was.

15. Do you mind going on?—After that a deputation of Natives waited upon me at my house, and showed me a report by the Maori Land Commission, I think it was—a report by the two Judges, Chief Judge Palmer and Sir Robert Stout. They also showed me an opinion on the position by Mr. H. D. Bell. They said that there was no one in Te Kuiti who could adequately represent their case, and that I would be a suitable person to do so, and asked me if I would do it.

16. When you say they "represented their case," what do you mean?—They were not quite satisfied that they were getting justice done to them. They had an idea that they should retain their land, and wished me to look into the matter and advise them. This was on a Sunday. I said that I would read through the reports and meet them in the evening at 7 o'clock, which in due course I did. There was rather a large attendance of owners from all round—not in the large meetinghouse there, but in a pretty large building; and everything was thoroughly discussed by them. Tuiti Macdonald was present. After everything had been thoroughly discussed by them I said I should be pleased to go to Wellington to advocate their cause with Mr. Bell, and do what I could for them.

17. You came to Wellington?—In due course I came to Wellington. There was no committee formed then, but I met here in Mr. Bell's office four or five Maoris—Tuiti Macdonald, Aterea, and others. We approached Mr. Bell and asked his advice. He made a desultory statement with regard to the position, and said that if we wished him to undertake the case we must first provide £100. He said he had not very much faith in the report of the two Judges—he thought they were not altogether correct in their conclusions; but, he said, he would discuss the matter further when we returned, as we proposed to go outside and have a consultation. We went over to the Wellington Hotel, and I was asked to go outside for a few minutes. On my return Tuiti Macdonald explained that the Natives were entirely without means, and asked if I would pay Mr. Bell the money. I said it was rather a bad start: they had come down with no money. I did not see why they should ask me to pay for them; still, I said I did not see why they should go right away back after they had been to all the trouble to come to Wellington. I said, "I have not £100 with me; I have £50, and I can get another £50 by the afternoon." They said they were very grateful indeed; they knew I had been the friend of many of the Maoris up there, and they would be very pleased if I would do that. So I went to the Union Bank and got a £50 note, and we forthwith proceeded to Mr. Bell's office. I put the £50 note before him, and said I thought perhaps that would be enough to go on with, but if it was not sufficient I thought I could get the other £50 in the afternoon, having wired to my banker at Te Kuiti. Mr. Bell was very pleased at that; he was very much astonished; and he then proceeded to give instructions as to the method of procedure in dealing with the case. He wrote out in a book the order of reference or something of that kind—a statement of what he proposed to do with regard to the different blocks. He read it out, and asked me to sign each page of it. I was rather taken aback at that, not knowing but that I might render myself liable for any costs; still, I did not think it was very material, so I signed each sheet. Mr. Bell ordered that everything was to be printed—all the accounts and everything; and he gave instructions to his assistants to prepare proper documents ready for the next morning. He said these papers would be ready for us to take away in the morning—these writs. I have them here. He said that with regard to Block 1F he was not quite sure that we would succeed.

Mr. Massey: I do not think you need to go into so much detail.

Witness: I do not know just what part you might think really material. Well, in the afternoon I brought the other £50. Then I went outside. Am I to tell everything?

Mr. Massey: Whatever has any bearing on the matter.

Witness: I ask because a reference has appeared in the newspaper to my being a fool, and I want to explain it. It occurred in connection with this business. I want to know if I should say anything about that, because it was on that occasion that the expression "fool" was made use of. When the Natives and I had left, I returned to Mr. Bell and told him that I had provided the money. He said, "You are a bally fool, Hardy." I asked why? He said, "The Natives will never pay you." That is the occasion on which he said I was a fool. I told him I thought I could trust the older Natives, and I thought everything would be right. We returned to our homes, armed with all the documents.

18. *Mr. Massey.*] You informed Mr. Bell about the proposal to sell the block to Mr. Lewis, did you not?—Yes, we had discussed all that.

19. What advice did he give you—did he offer any opinion upon the proposal?—No. He said we were to contest the matter.

20. What do you mean by "contesting the matter"?—To object to the sale.

21. You came to the conclusion that the proper thing to do, in the interests of the Natives, was to object to the proposed sale?—Yes. The reason was that the older Natives at Mokau had sentimental reasons against disposing of their property. The younger people apparently were not so anxious not to sell, but out of respect to the wishes of the older Natives it was considered not advisable to sell. The question of the value or the price was never discussed.

22. Between yourself and Mr. Bell?—Yes; nor did the Natives at any time tell me that they were not satisfied with the price.

23. What was the next move?—Mr. Bell said that before we could proceed further to stop the case it would be necessary to found a fund of £800 at least. That was to engage counsel and do various things connected with the affair. But that, probably, was not all the money that would be required, because it was possible there would be very great opposition shown to our propositions, and the matter might have to be taken to the Privy Council at Home.

24. *Hon. Sir J. Carroll.*] The fund, then, was to contest the title with?—For the moment the £800 was required as the next step towards taking the matter into the Supreme Court.

25. *Mr. Massey.*] To provide for possibilities?—Yes.

26. This £800 was to be a trust fund?—It was to be placed in the hands of a third party so that there should be no trouble about funds. Mr. Bell said "Don't you ask me for any advice as to how this money is to be raised. That does not concern me at all." So we knew the position exactly. In due course we had a meeting at Mokau.

27. Before you leave that, let me ask this: do you know that when any one—European or Native—approaches a firm of lawyers and asks them to undertake what may turn out to be a very expensive lawsuit, it is usual on the part of the legal firm to ask for a deposit?—Of course I quite understood that. I did not make any objection whatever. Well, in due course we had a meeting at Mokau, and a good many signatures were obtained. They are here on the document.

28. *Hon. Mr. Ngata.*] What was the document that you obtained the signatures to?—The writ with regard to 1F—well, signatures to all the writs dealing with the whole of the leases, but the most important was 1F.

29. *Mr. Massey.*] That is the big block?—Yes. We had about forty signatures to that one.

30. *Hon. Sir J. Carroll.*] Was it a warrant to sue?—It was a statement of claim against the lessee for not complying with the conditions as to improvements—the covenants of the lease. Now, Mr. Bell told me that, in case the matter went before the Supreme Court, the lessee had a right to relief once, but that he might be fined an amount; but Mr. Bell said that Mr. Lewis would not be responsible for that—that as he had taken the property over at a valuable consideration, no charge could be laid against him, but against the former lessee, Mr. Joshua Jones.

31. *Mr. Massey.*] Are you quite sure about that?—Yes, that is what I understood. In due course we had a meeting at Mokau, when a committee was appointed to explain things to the Natives.

32. Was the meeting held on the block?—No, on the opposite side of the river.

33. *The Chairman.*] At the Maori kainga there?—Yes. The matter was explained to the Natives by Mr. Damon (the interpreter) and Tuiti Macdonald, who was also an interpreter, and it was stated that certain moneys would be required. As a result the sum of £50 was collected, £20 from one person—a woman—and £30 from individuals. I never received that money. It was taken charge of by Aterea, I think, and was expended, I believe, in food and expenses. I had nothing to do with it at all.

34. *Hon. Mr. Ngata.*] Was the committee formed when you first saw Mr. Bell?—No. With regard to the money, there seemed to be a difficulty in getting further funds, and it was arranged that I should have authority to dispose of any lands which were available, either by sale or lease, so as to raise funds to carry one the Court business.

35. *Mr. Massey.*] Was the proposed sale discussed at this meeting at Mokau?—Oh, yes. All those who were present agreed to oppose it.

36. Without exception?—Most of those who were there, I think, agreed to oppose the sale.

TUESDAY, 5TH SEPTEMBER, 1911.

EDWIN HENRY HARDY further examined. (No. 9.)

1. *Mr. Massey.*] Can you pick up your statement where you left off on Friday, Mr. Hardy?—With your permission, Mr. Chairman, I will refer shortly to one or two things which were not made quite plain on Friday. My first reference to Mokau-Mohakatino 1F should have been 1H. I was rather at sea with regard to the geography. The block that Mr. Bell said he thought could not be attacked was 1H, not 1F. Of 1F he was fairly certain, although he was not oversanguine with regard to any. Then you asked me if Mr. Bell had instructed me to oppose the sale of the land. I think I agreed to that, but in doing so I did not do myself justice, because the onus of appearing at the Court did not rest with me at all. In the first place, Mr. Macdonald was counsel for the Natives, and he was the intermediary between myself and the Natives, and I had nothing whatever to do with the Court proceedings. In the second place, the objection to the sale went without saying, because it was a corollary to the issue of the writ; and, in the third place, Mr. Bell said that in all probability he would be present at the sitting of the Court on the 10th March. Mr. Bell said that it would be somewhat costly to move him to Te Kuiti: three days would be spent, two of them on the railway. I said that big guns required big charges, and Tuiti Macdonald, taking his cue from that, said that Mr. Bell was not a five shilling popgun. I mention that because that remark has been attributed to Mr. Bell. That suggestion did not come from Mr. Bell, but followed on what I said with regard to the big guns requiring a big charge. Then, with regard to the indorsement, when the order of reference was drawn out Mr. Bell asked me to sign each sheet of it. I think Tuiti Macdonald also signed those sheets, but I am certain that I did.

2. *Hon. Sir J. Carroll.*] What do you mean by "order of reference"?—He had a foolscap book in which he wrote down all the instructions with regard to each block. Those were his

orders. I said to him when I had signed, "I know what is implied by my signature to those pages—that I am personally responsible for any of your costs in connection with the business." He said, "I do not hold you personally responsible." I said, "But I do, and I will see that no expenses are incurred which I do not see the prospect of getting paid."

3. *Mr. Massey.*] When you speak of the order of reference, you merely mean the instructions given by Mr. Macdonald and yourself, as representing the Natives, to Mr. Bell?—Yes. Mr. Bell's transcription of them is embodied and his own decision as to what he would do. It was his own order of procedure, taken from our instructions to him. Of course he was the ruling spirit, and all we could do was to acquiesce in what he did. I asked Mr. Bell not to go beyond £100 without letting me know. I want to show now that Mr. Bell was engaged, not continuously, but *pro re nata* as circumstance arose. The deputation returned home. I went to Te Kuiti, and the others to their respective homes, and I at once set to work to get particulars of the lands available for sale or lease.

4. *Mr. Herries.*] Was that to raise the money?—Yes.

5. This was not the Mokau blocks?—No, other blocks held by Natives outside of them.

6. *The Chairman.*] There were a number of other blocks on the other side of the river?—Yes.

7. Were you interested in those also?—Yes. I need not recapitulate all the properties that I took in hand.

8. *Hon. Sir J. Carroll.*] Shortly, you tried on their behalf to finance on their other lands?—Yes. There was the Mangapapa Block, for one, on the other side of the river. I went to the Native Land Office to ascertain the position of the title, and found that that particular block was under lease to a gentleman in Wellington for a number of years. There were about five years to run, and there was nothing in the book about any new transaction having taken place. I thought that I might perhaps be able to sell the freehold of that, and so raise money in order to carry on. But I found that a new lease had been given over that property.

9. It is not necessary to go into those details. In a general way you tried to finance on the Natives' other lands?—Yes. I have the items here.

10. *The Chairman.*] I must ask you to confine yourself to the properties that are the subject of inquiry?—This is all leading up to the statement made by Mr. Bell, that he put upon me the onus of getting him to Te Kuiti or not, and it was through myself and Mr. Macdonald that he was kept from going to Te Kuiti. I went to explain to Mr. Bell when I was in town a month ago that I was not responsible for that. I asked him if I should publish it, and he said No. I will read the telegrams which passed between him and myself with regard to his presence at Te Kuiti on the 10th March, and will leave it to you gentlemen to say whether I was at fault or not. It was on the 5th March that Mr. Bell telegraphed me first—"Do you wish me to come up in time have clear day before meeting? Think sufficient if I arrive morning meeting, and see Natives after meeting." This was the following day: "Will you kindly arrange for bedrooms somewhere for self and T. W. Lewis, arriving together Te Kuiti Friday 2 a.m., and leaving again Saturday morning. Please reply to-day where, so that we may go there on arrival.—H. D. Bell." On the same day I replied, "Have provided excellent accommodation for both at King's Hotel Grand." I received this in reply: "Thanks for telegram about rooms, but await your reply whether you consent my not going. Much prefer stay Wellington." I replied, "Macdonald says impossible to adjourn. Has evidently settled his plans. I will not proceed with adjournment application. Will ascertain Macdonald's view *re* your attendance and report." I telegraphed at the same time to Tuiti Macdonald at Kuputaroa—"Money (£5) wired," He could not come until I sent him the money. "Case stands for 10th. Do you require Bell's attendance here?" He replied, "Mr. Bell not required. Will arrive Thursday morning." I then telegraphed to Mr. Bell, "Macdonald advises not necessary for you to come." I then received this telegram from Mr. Bell: "Shall be greatly relieved if you consider my attendance meeting unnecessary. Please reply to-day whether you agree with Macdonald." I replied, "You need not come. Will Lewis be coming?"

11. *Mr. Massey.*] Who was Mr. Lewis, by the way?—I did not know who he was.

Hon. Sir J. Carroll: He is another lawyer who was evidently appearing with Mr. Bell in the case.

Witness: Mr. Bell's reply was, "Neither Mr. Lewis nor I will come." That is all I have, Mr. Chairman, and I leave you to judge whether I was right in doing what I did.

12. *Mr. Chairman.*] Those telegrams will be put in, or certified copies of them?—Yes, I will hand them in afterwards. In due course that meeting came off, and Mr. Dalziell appeared. All our people were in Te Kuiti.

13. *Mr. Massey.*] That was on the 10th March?—Yes. We were all there. There was a preliminary meeting held just before the Board sat, when everything was discussed. We were marshalling our forces and getting our proxies, when it became quite clear to Mr. Dalziell that he had not got a ghost of a show to carry his proposition for the sale.

14. You mean to carry the proposal with regard to alienation?—Yes, to carry the proposal before the meeting, that the Mokau Block should be sold for £25,000. When he saw this Mr. Dalziell said that his instructions were very definite, and that if the Natives did not accept the terms he had offered by 7 o'clock that evening he was very sorry he would have to withdraw the offer. Upon that there was a look of chagrin on everybody's face on the other side. The representative of the other side, Mr. Andrew Eketone, got up and said he did not like that talk at all. He practically told Mr. Dalziell to go to blazes.

15. Was not Andrew Eketone in favour of selling?—Yes, he was on the other side, but he was very much annoyed that Mr. Dalziell should suggest the possibility of his withdrawing the offer. The result of that was a decision to recommend the Board to adjourn the meeting until such time as the matter could be discussed in korero and a decision arrived at. The date fixed was the 22nd March.

16. The meeting was adjourned till the 22nd March?—Yes. In the meantime we were to have a meeting of the owners at Mahoenui. During the day the matter was discussed by everybody, and in the evening there was a meeting held at Cole's boardinghouse in Te Kuiti, at which every Native was present that we could get hold of. The town was full of the Mokau Natives, and practically all those who controlled shares were there. The largest shareholders were all present.

17. How many were present?—Perhaps about twenty. The room was full, and people were outside looking in at the window. Every one in the town knew about it.

18. That is to say, twenty Maoris were present out of 108 owners?—Of course, there were a lot of people who were not directly interested, and had not a voice. In a case of this kind, out of 108 owners there might be only ten who really represented the whole lot. As a matter of fact, one person, Aterea, was a very large owner himself, because he and his brother and sisters were successors to a great many of the Natives who had died. So he represented a very large interest; and Paeroroku controlled nine shares. In their deliberations I took no part, because they were not conducted in English. The only part I took was to state the efforts I had made towards carrying on this work and the difficulties that had presented themselves to me. I also pointed out that if we proceeded any further, and served the writs, we might be held responsible for any expenses incurred by the other side; and I for one did not care to assume that responsibility. After thoroughly discussing the pros and cons, the Natives themselves decided that they would have to sell or do something; they could not go on any longer. Finally they referred to me, and asked if I had any suggestion to make. I said, "Well, a crisis has come, and desperate measures require desperate treatment. I should like to mention now a matter which I have carefully kept from everybody for quite a month." I then told them that about a month before Mr. David White, of Hastings, an old friend of mine, with whom I had been doing business for some months before, had called upon me. This would be about the middle or early in February, Mr. White had then put before me a paper dealing with a proposition on the part of several persons at Hastings and Napier to acquire the coal-mine on the Mangapapa Block, which is on the north side of the Mokau River.

19. Is that on the Mokau Block?—No, it is quite a separate piece of land.

20. *Mr. Dalziell.*] That was a meeting of Natives only, was it not?—Yes. Mr. Dalziell knew nothing about this meeting. In fact, he did not appear at all in the matter as far as I was concerned. I did not know Mr. Dalziell.

21. *Mr. Massey.*] You were on opposite sides?—Yes, all the way through. I was very much up against him.

22. Up to a certain point?—Yes; I will come to that point. There is a time when resistance is sometimes futile. Well, Mr. White put a paper before me, and explained that a company was being formed, in which he was the prime mover, I understand, to take over the Mokau Coal Company, and if things should turn out all right, to take over the Mokau-Mohakatino blocks, either by securing the leases or, if possible, getting the freehold.

23. Do you remember the date of the interview between yourself and Mr. White?—Yes, it was about the middle or the beginning of February. It was much antecedent to the meeting with the Natives at the boardinghouse.

24. Was that meeting between yourself and Mr. White prior to the first meeting of assembled owners?—I could not say. It was about the beginning of February.

25. It was certainly before the second meeting of assembled owners?—Yes, it was certainly before the 10th March. I saw the papers which Mr. White had, and the names of those people who were subscribing. Mr. White asked me if I would also become a shareholder: would I put my name down for 400 shares.

26. Were they £1 shares?—They were £10 shares. I said, "No, you have come to the wrong shop. I will have nothing to do with your company. If I have any money to spare I will put it into sheep and cattle, when I can be sure of a good dividend; but no more companies for me." That is all that transpired with Mr. White. Coming back to the meeting of the Natives, I said to them that I had some information which I thought at that stage they ought to know, and that was that I understood a company was being formed for the purpose of taking over the Mokau-Mohakatino Block, and that the capital proposed was £100,000.

27. *Hon. Sir J. Carroll.*] What date was this?—On the 11th March, when I told them. In order to appease the sentimental objections of those Natives who did not wish to sell, I said that if they could get some shares in the company they would still retain an interest in the land for their lives. Somebody said, "How many shares should we ask for?" After a little thought I said, "Well, let us have 10 per cent. of the £25,000." That represented £2,500 in shares. They had a long consultation about that, and said they thought it would do very well.

28. You were talking then to the Natives belonging to your side?—No; all who were there, sellers and non-sellers. But most of those in the room were our own people—in fact, all of the committee were except Tauhia te Wiata; but he sent his brother, Tarake te Wiata, who, with Paeroroku, represented the Otaki Natives, and Aterea represented the Natives of Mokau and districts above there.

29. *Mr. Massey.*] Well?—In the end we got the shares.

30. How did you get them?—I understood from Mr. White that the company's headquarters were at Palmerston.

31. Was Mr. White in Te Kuiti at the time of the meeting?—No, he had gone weeks before.

32. Did you have a talk with Mr. Dalziell before going to Palmerston. No, not a word. I kept Mr. Dalziell at arm's length. I did not need to, because he was honest enough not to come near me. I have no fault to find with their part of the business in any way whatever. I was never approached in any way by them. What I did was entirely on my own responsibility. I went to Palmerston and called upon Mr. Loughnan.

33. Who is Mr. Loughnan, by the way?—He was the solicitor, I understood, for the company.

34. How did you know that?—Mr. White, I think, had mentioned Mr. Loughnan's name. I cannot tell you exactly at the moment why I went to him, except that I knew the head office was in Palmerston, and that he had something to do with the company. Anyhow, I went to Mr. Loughnan, and put the matter before him. I told him what the Natives wished—that they wanted not only their money, but to retain an interest in their land. I said that that would satisfy them, because if the land sold well they would profit by it. If there was any dividend they would receive 2½ per cent. of it, their £2,500 representing 2½ per cent. of the capital. Mr. White told me that the company were proposing to buy the Mokau coal business for £45,000.

35. That had nothing to do with this?—No. As I say, the total capital of the company was £100,000, but the Natives' interest in it would be £25,000 and 10 per cent. on that—£2,500 in shares.

36. But do you not see that £2,500 worth of shares is not 10 per cent. on the £25,000 received by the Natives?—Well——

Mr. Massey: It does not matter; leave it.

Witness: I thought the 10 per cent. was a fair amount. If I had said 20 per cent. it might have been considered excessive.

The Chairman: I shall ask you to confine yourself, please, to the subject of the inquiry. We do not want to deal with the Mangapapa Block at all: it will only create confusion, I think.

Witness: I thought that if I omitted anything it might be a suggestion of falsehood. That is the reason why I mentioned this matter.

37. *Mr. Massey.*] I do not want to hurry you, but I want to make it clear that I am not asking for all this detail. I want you to come now to your interview with Mr. Loughnan?—We talked the matter over, and he agreed.

38. *The Chairman.*] Had your interview with Mr. Loughnan any bearing on the matter before the Committee, or did it deal with the Mangapapa Block?—It had to do with this inquiry, because the Natives were getting an interest in both.

39. I would ask you to confine yourself to evidence in connection with this particular inquiry. If you can dissociate the two it would simplify matters?—It would be a difficult matter to dissociate without dissembling.

40. Then you will have to do your best?—I would prefer to answer questions, and then perhaps I need not digress so much.

41. *Mr. Massey.*] About this interview with Mr. Loughnan: did you make the suggestion to Mr. Loughnan as solicitor to the company?—I did not know what position Mr. Loughnan held in the matter. I only knew that he was interested in the company.

42. And you went to him on that account?—Yes.

43. What did you suggest to him, or did he suggest to you?—He did not suggest anything.

44. What did you suggest to him?—I said that the Natives had decided that they would like to have shares in the company if it were formed.

45. In addition to the £25,000?—Yes.

46. That is to say, that if the Natives sold the freehold, either to Mr. Herrman Lewis as an individual or to the company, they required £25,000 in cash and £2,500 worth of shares?—Yes.

47. What did Mr. Loughnan say to you?—He agreed.

48. On behalf of his principals?—I presume so.

49. Did you see any one else in connection with the company?—Yes. They sent for a gentleman, and that was Mr. Mason Chambers. I was asked to state the position to Mr. Chambers exactly, which I did, and he said it was a very fair proposition. He said that as far he was concerned he was quite satisfied.

50. Did you see any one else besides Mr. Mason Chambers?—I think there was a clerk there. Only those two.

51. Is Mr. Mason Chambers chairman of the company?—I could not say. I do not think he is.

52. You do not know who is chairman?—I do not know, except from what I have seen in the paper.

53. Was any document drawn up between you as representing the Natives and Mr. Chambers?—None whatever; it was simply a verbal arrangement.

54. Were you satisfied with that?—I thought that was a fair arrangement.

55. The fact of receiving £2,500 additional in the form of shares was sufficient to induce you, as representing the Natives, to change your mind with regard to the sale of the block?—No. I kept a perfectly even mind. I said, "I cannot confirm this; we must put this before the Natives." So I hurried back. I first of all telegraphed to Damon to go to Mokau, and to Tuiti Macdonald at Te Kuiti to go to Mahoenui, telling them at the same time that I was coming on.

56. You got back to Te Kuiti?—I went straight away back. I got home on the Saturday night at 2 o'clock, and on the Sunday morning I drove into Mahoenui with Tuiti Macdonald, at which place it had been decided the meeting should be held. We got together there all the Natives it was possible to get, and made known as well as we could what the proposition was, and instructed the Natives to be sure to come to the meeting on the 22nd at Te Kuiti. It was on the 19th when I went there, and I left again on the 21st. Everybody was present at that meeting at Te Kuiti.

57. Everybody?—Everybody of any importance who was interested.

58. How many were there?—I suppose the room was pretty well full, say, fifty or sixty. All the chief representatives of the Natives, anyhow, on both sides. I did not take any part in that at all. I did not attend the meeting that came off before the Board assembled.

59. You were at the meeting all the same?—No. I came afterwards, but I did not attend the preliminary korero they had there, because, as I said, I did not take any active part in the Board business at all. The man who did that was Tuiti Macdonald.

60. *Hon. Sir J. Carroll.*] On what date was that meeting?—The 22nd March.

61. *Mr. Massey.*] That was the final meeting?—Yes.

62. You say you were not present?—I was not present when they first started.

63. You came in before the meeting was over?—Yes.

64. Was the question put to the Natives as to whether the alienation should be proceeded with, or whether the offer made to the Natives should be accepted?—I cannot tell you.

65. Did you explain to the Natives the result of your interview with Mr. Loughnan and Mr. Chambers?—No. Mr. Damon and Mr. Macdonald and Mr. Dalziell, who were informed of that, did. Mr. Dalziell was there representing the company.

66. *Mr. Dalziell.*] This was the meeting of assembled owners?—Yes.

67. *Mr. Massey.*] Mr. Dalziell was present at the meeting of assembled owners?—Yes.

68. You communicated the result of your interview then to Mr. Macdonald?—Yes, and Mr. Damon.

69. Did you see Mr. Dalziell when you came back?—I saw Mr. Dalziell at the meeting of assembled owners.

70. Mr. Dalziell was there representing the purchasers?

Hon. Mr. Ngata: The witness was not present at the meeting of assembled owners.

71. *Mr. Massey.*] I understood you to say you came in before the meeting was over?—That was a preliminary meeting of the Natives themselves.

72. You were not present at that preliminary meeting?—Yes. I came in afterwards when the matter was before the Board. The chairman was there.

73. It was not a meeting of the Board?—The representative of the Board was there.

74. The chairman of the Board was the chairman of the meeting?—Judge Holland.

75. Were you present when the question was put?—Yes, I think I was.

76. Was there a vote for and against?—Yes. It was put in the usual way, that all those in favour of the motion should hold up their hands, and I think they all put up their hands. Then the Chairman asked that those against the motion should hold up their hands, and no one made any objection whatever.

77. Did you see many of these Natives prior to the meeting?—Yes, as many as ever I could talk to.

78. And you explained the offer?—Yes.

79. You pointed out the advantages they would derive by accepting?—I did not point out any objection. I could only converse with those who could speak English, and I did what I could towards making the matter known as much as possible.

80. Did you not show to some of these Natives the advantage of the £2,500 in shares?—No, except to show that they would always have an interest in the land. I was not the intermediary. I did not profess to speak Maori.

81. How are these £2,500 worth of shares to be divided?—They will simply be held in trust by somebody for the Natives, and sold when the proper times arises.

82. You have not satisfied yourself on that point?—Not yet. There are many things not quite settled up yet.

83. There is one point I cannot quite understand. You commenced with being a very strong opponent of the sale of the land, and identified yourself with the 77 per cent. of owners. As a matter of fact you acted for those who were opposed to the sale. But when it came to the actual sale you seem to have taken the other side of the question?—Oh, no, I did not. I simply let the Natives decide themselves.

84. But do you not see you proceeded to Palmerston to induce the people interested there, and who apparently were interested at that time, to make an additional offer. You went back and informed the Natives of that offer, and, according to your own statement, told them that they would still be interested in the land to the extent of £2,500——

Hon. Mr. Ngata: Is this a question?

Mr. Massey: Yes. I cannot understand the change of front on your part, Mr. Hardy, and I want to give you an opportunity of explaining.

Witness: The onus of changing front did not rest with me at all. I simply put the facts as they were, and it was for the Natives to say whether it was satisfactory or not.

85. *Mr. Massey.*] But you appear to have changed your mind?—No, I did not change my mind. If you asked any Maori what sum of money was to be substituted for the £25,000, there is not one who could suggest any sum at all. I have never heard any other sum mentioned—not £26,000, nor £30,000. As I said, that matter was never referred to. If it had been suggested by any person that there should be an increase in that respect, no doubt I should have brought it forward, or put the matter into the hands of those who were running the concern—that is, Damon and Macdonald.

86. Is it not a fact that you were identified in the first instance with the 77 per cent. of Natives who were opposed to the sale?—No. That 77 per cent. was only a term.

87. Never mind the 77 per cent. There were a certain number of the Natives strongly opposed to the sale at first?—I have told you that a few of the older people at Mokau were opposed, but they were opposed to it simply on sentimental grounds.

88. I do not want to know why they opposed: the fact that they did oppose is sufficient for me. It was on their behalf that you interviewed Mr. Bell in the first instance?—It was on behalf of everybody. We had the proxies, of course, and I gave distinct instructions that no proxies of persons who had offered the slightest objection should be used at the meeting. Only those who were present or had given specific instructions after being informed were represented at that meeting.

89. Were the proxies used?—I could not say.

90. *Hon. Mr. Ngata.*] At which meeting?—That on the 22nd March

91. Was there any need to use the proxies?—No, because there was unanimity: there was a unanimous agreement. I kept in the background. I had nothing to do with the law matters at all. I was only to come in when the Natives wanted some suggestion that might be helpful to them.

92. *Mr. Massey.*] You were engaged to look after their interests in the first instance?—Yes, generally.

93. By whom were you engaged?—By all those present at Mokau. The people at Mokau were only three or four old people. All the younger ones had gone to Mahoenui and Aria. The old people were only the derelicts, as it were.

94. I suppose you are aware that we have had evidence to the effect that a very large proportion of the Natives were opposed to the sale?—No. I do not know that they were. I understood that Pepene Eketone had been there the day before.

95. He was in favour of the sale?—Yes. He was there before we got there, and I understood he made clear what he wanted, and it is possible that many of those Natives agreed with him. But they did not voice their opinions. Only one or two of the older people voiced their opinions. The others said nothing. So one could only infer from their conduct what they thought.

96. Was Mr. Dalziell present at all the meetings of assembled owners at Te Kuiti while you were there?—I presume he was.

97. You were there?—Yes—well, I was not at the one when Mr. Skerrett was present.

98. Do you not think it should have been your duty to see that the Natives were properly represented by counsel in connection with important negotiations such as these?—Certainly. The telegrams showed the part I played on that.

99. If you thought it was necessary for them to be represented by counsel, why did you not engage counsel for the purpose?—There was not time. Besides, as I have said, I had my instructions. I only took instructions from my superiors, and they were the Natives. They were all there. Every one who has had any dealings with Natives knows that if a man puts his spoke in where he is not wanted he will very soon be shut up.

100. But you were paid for your services?—No.

101. That is to say, you have not been paid yet?—No; monetary matters are held in suspense.

102. You have made a claim?—No.

103. I have it here?—There is a statement there in that book.

Hon. Sir J. Carroll: That is Mr. Hardy's own book.

Witness: I never gave that book away. I lent it to Mr. Bowler. Things were not far enough advanced to complete it. I merely had it bound for my own convenience.

104. *Mr. Massey.*] You told us that you advanced £100 to Mr. Bell?—Yes. It was afterwards repaid to me by Aterea, but Aterea again borrowed £60 from me for himself and his mother, because he had not been paid. At the time that statement was made up, that was the state of affairs.

105. That explains this minute: "E. H. Hardy moved that the account be paid, and that the sum of £100 advanced by Aterea Ahiwaka to Messrs. Bell and Myers be refunded to him"?—Yes. At that time he had not taken the £60 from me.

106. The point is that according to your own minute the £100 was advanced?—I did not take the minutes.

107. But these are your own statements?—They are not my own statements.

108. Then whose are they?—They are the translations of the meeting that was carried on in Maori. I wrote those down afterwards from a statement made by Damon and Macdonald. I did not translate them. I gave them to Mr. Bowler chiefly on account of the fact that I had taken out a list of all the original owners and along with that a list of all the successors, with their portions of shares.

109. Is this statement here a correct copy of an account rendered by you to the Mokau Natives?—Yes, but it was not intended to be final by any means. It was correct as far as it went, but it did not embrace everything.

110. Have you more than this owing to you?—I shall have more than that.

111. That is to say, your claim will be for a larger sum than the amount mentioned here?—Yes.

112. *Hon. Sir J. Carroll.*] You did not make a present of that £60?—No. I got that back when Aterea was paid. You will see in that book a memorandum of moneys advanced to these people.

113. *Mr. Massey.*] There is a lot more than that. One item here I see is a bonus of £55 10s. for arranging about the shares?—I will explain that. When that matter was discussed I left the room. When they began to talk about the shares and some compensation for me for that I said I would leave the room; that that was a matter for them to discuss, and I went out. When I came back they said, "We have discussed this question of the shares, and we wish you to take £55 10s." That was about 2¼ per cent.

114. That is to say, the Natives were willing that you should be given that amount?—Yes.

115. You have not received it yet?—No.

116. Did you have any other interview with Mr. Loughnan at Palmerston than the one at which Mr. Mason Chambers was present?—Not that I know of.

117. Oh, come. Have you had any other interview? Surely you know?—I do not know what you refer to.

118. Did you have any other interview or interviews with Mr. Loughnan besides the one at which Mr. Mason Chambers was present?—Do you mean on that occasion?

119. I mean at any time at Palmerston?—Yes.

120. How many?—As far as I know, one.

121. On what date?—I could not tell you.

122. Was it before the visit you have described, or after?—It must have been after.

123. Before you went back to Te Kuiti?—No, after I had come back to Te Kuiti: quite recently.

124. Can you give us the date?—It must have been about a month ago. I saw Mr. Loughnan about a month ago.

125. Did you discuss matters connected with these blocks?—Generally, yes.

126. Were any other arrangements made?—Not so far as I know.

127. *Hon. Sir J. Carroll.*] Going back to the commencement of your relation with this case: the Natives went to you at Te Kuiti in consequence of a general report that there were proposals to buy the Mokau-Mohakatino Block?—Yes.

128. And they asked you to assist them?—Yes.

129. You undertook to assist them?—Yes.

130. You came to Wellington and interviewed Mr. Bell?—I did.

131. In company with Mr. Macdonald?—Yes.

132. You did not know at that time the number of owners you represented?—No: we had to go to Mokau to find out. I can only speak for those who were present. There were four Natives and Mr. Macdonald.

133. When you interviewed Mr. Bell how did you put the case to him—that on behalf of certain Native owners you were opposing the sale, or that you disputed the title?—It arose in this way: at the first meeting at Te Kuiti Mr. Macdonald had the printed report of Mr. Bell and the report of the Native Land Commision, and he gave that to me to read.

134. Then Mr. Macdonald had, previously to that, obtained a legal opinion from Mr. Bell as to the title of the Mokau-Mohakatino blocks?—Yes.

135. Then the question resolved itself into this at the interview, that steps should be taken to provide ammunition for contesting the titles of those blocks?—That was the position.

136. The question of sale was left on one side?—That followed later on: but I had no specific instructions to deal with that—to oppose it.

137. Then Mr. Bell agreed to undertake the case?—Yes.

138. And he asked for £100 to be paid down?—Yes.

139. Mr. Bell further suggested that a fund of £800 should be subscribed?—Yes.

140. To carry on the litigation necessary?—Yes. But he said there might be more needed—perhaps a couple of thousand pounds—if the case went to the Privy Council.

141. In the meantime with that £100 he would take steps on behalf of the Natives to prevent anything being done at these meetings referred to?—He did not say so in those words, but that was understood, I presume.

142. He was aware that a meeting of asembled owners was to be called to discuss the proposals for the sale?—Yes. He said he would notify the Board that he would be present at the meeting, or something to that effect.

143. Did he give you to understand that he would be there?—Yes, he said he would most probably be there. That relieved me of any anxiety in that respect.

144. That £100 that you paid—was he satisfied that that would be sufficient to take him to Te Kuiti and back, or did he say anything?—No, he did not say that. I took that to be my part. He said that the cost of printing all the documents—perhaps several times over—and engaging people to go through all the titles and get three or four copies of them, would fully cover the £100. But if you wish to ascertain really how far that £100 went, I have his account here made up to the 31st March, and I can put it in. On the 26th January Messrs. Roy and Nicholson put in their charge of £46 19s. for their part of the business, and on the 29th March this account of Messrs. Bell, Gully, Bell, and Myers was made out, with £100 taken off, and £21 12s. 4d. shown as due, which I paid.

145. So Mr. Bell has received £120-odd?—£121 12s. 4d.

146. Was it intended that the £100 should cover Mr. Bell's expenses to Te Kuiti, to be present at this meeting?—No, it could not possibly mean that, because he said he would be a costly man to move. I said that I understood that a big gun required a big charge. I asked him not to incur too much expense.

147. Mr. Bell stated in his evidence that he could have gone to Te Kuiti and back easily within that £100: "He had funds in hand out of the £100 to pay for his visit to Te Kuiti." However, you account for the disbursement of that £100 by the bill which you refer to. Right up to the last telegram you received from Mr. Bell as to his attendance there, you and the Natives you represented fully expected him to be present?—Yes.

148. And desired his presence?—Certainly, I desired his presence very much—in fact, I was expecting a telegram asking me to send him £25 or £50, and I was prepared to advance that money if it had been necessary. As a contribution towards the expenses, as I have said, I sent Mr. Macdonald £5, so that he should have no excuse for not coming.

149. Did Mr. Bell, in your interviews with him, declare that it was absolutely necessary the Natives should have legal assistance and advice during these meetings?—No. He was engaged only *pro re nata* — only according to the circumstance arising. I made no provision for other expenses.

150. With regard to the titles to the different Mokau blocks: did Mr. Bell make it clear that one of the blocks was in his opinion assailable?—He did. Through much conversation with Macdonald and Damon I have no doubt that my views were transferred to the Natives. I had no communication with the Natives directly, because I do not speak Maori. Macdonald was present during the whole of the conversation with Mr. Bell and knew the position exactly, and, as far as I was able to judge, whenever the Natives were present Macdonald was most careful to impress every point upon them.

151. When you returned after the interview with Mr. Bell and had a meeting with the Natives, you explained to them the line of action decided upon, and that was to test the legality of the titles of those blocks?—Yes. This large document, which relates to 1F, and all the documents relating to the other blocks, were translated by Mr. Damon on the spot, and they were read out and explained. We did not spare ourselves. We were practically up all day and night.

152. Why did that course fail, then?—Simply because the Natives came to the conclusion that they could not possibly carry on. They had not raised any money at all: but we were all afraid that if we made another step we would render ourselves liable to attack by the other side. We perhaps could not withdraw. That is the position as I took it to be, and I did not want matters to go any further. But I went as far as I possibly could go.

153. It was suggested by Mr. Bell that possibly the £800 would not be sufficient?—Yes.

154. It might cost some thousands?—Yes. There might be trustees or people at Home that you would want to find out.

155. The outlook was not very bright?—I thought I had stirred up a hornet's nest, but as I had put my shoulder to the wheel I did not like to turn back. I fought as long as I could, but I left to the Natives the decision as to what should be done.

156. Failing to finance for purposes of litigation, and having a feeling that it might involve you in tremendous expense quite unknown just then, and in view of the fact that there were proposals for sale, the mind of the Natives gradually changed towards entertainment of the proposal for sale?—Yes, they were quite ripe for it. They were not influenced in any way whatever by myself.

157. Then followed the meetings that you referred to and the ultimate decision that they should sell?—Yes.

158. And that decision was unanimous?—Yes.

159. To sell for £25,000, the Natives getting in addition £2,500 worth of shares?—Yes.

160. You have followed your profession as a surveyor for many years, have you not?—Yes, I have been a surveyor for about thirty-five years.

161. And you have been resident in the King-country for a number of years?—About six years.

162. You know the character of the land there?—I know it very well.

163. Have you had any experience in mining?—Yes, I have had about fifteen years' experience as owner of a mining battery and as a representative of English companies.

164. *Hon. Mr. Ngata.*] Gold-mining companies?—Gold-mining. Of course, in the study of gold-mining one also studies coal-mining. For thirty-five years I have taken a scientific journal, and for the last thirteen years I have taken the *Coal-mining Journal* of America (Mines and Minerals, &c.)

165. *Hon. Sir J. Carroll.*] It was a subject of interest to you?—Yes, in fact, I have studied nothing else the whole time.

166. Have you been over the Mokau-Mohakatino land?—I was over the north-eastern portion down as far as the Parahika and over it on to the lower part of the land there. I have been on the north-western side for about ten miles down, where a bird's-eye view could be got of half of it.

167. What is the character of the land?—Towards the north end there is a little alluvial deposit by the Parahika and a little flattish land, but the block there is only about 9 or 10 chains wide. The best part of that country is cut out of the Mokau Block. The part that a man interested in farming land would be interested in would be the flat land or the foothills. There is not a great deal of flat land or foothills in the north part, and it gradually rises to about 3,000 ft. nine or ten miles down. The upper part of the country there, in common with the whole of the land from the west coast up the hill above the 1,500 ft. level is composed of rhyolite. Now, rhyolite is a lava, and it decomposes into sand and iron, which oxidizes, and that is rather poor land. There is a good deal of it about Te Kuiti on the higher ground. It is very often mistaken for limestone.

168. I am not speaking about the Te Kuiti land. I want you to confine your statement to the Mokau lands themselves?—But the other has a bearing upon it.

169. Is it steep, rugged country?—A lot of it is very steep and rugged, and practically unfit for cultivation. For the most part the hills come down very close to the stream on each side, and there is very little flat land along the river.

170. Is there any valuable bush on it?—I did not see any bush that was worth having. I did not see any clumps of rimu there, and certainly very few totara-trees. I would not call it timber country at all. As a milling proposition I would not look at it.

171. The best part of it is cut out. Have you referred to the areas that were sublet?—No. I mean that there is a lat of flat land by the Parahika, but on account of the Mokau Block being so narrow there it does not take that flat land in.

172. It is not in the Mokau Block?—No.

173. The best land in that district is not included in the Mokau Blocks?—That is so.

174. What is your opinion as to the average value of that country?—When I looked at it from the northern side and the north-west side I reckoned there were about 9,000 acres that I would have been willing myself to pay twenty shillings an acre for. If it had been situated in a place easily accessible or had had any roads to it I should have been prepared to say it was worth more. But the approaches to that piece of land are very bad indeed.

175. It is country not easy to road?—Very hard to road.

176. What is your opinion as to the value of the block, outside of the 9,000 acres which you refer to?—I should think the land worth from about 5s. up to about 12s. an acre, the 5s. for the very upper part. I would not really have it at all if I had to buy. Say 10s. an acre for the balance down to the 1,500 ft. level of the rhyolite land, and for the foothills, papa, and the lower part £1 an acre.

177. Compared with the land on the opposite side of the river—Stubbs's, I think it is called—which the company bought, is it the same class of land? Is it inferior or superior to that?—I should certainly prefer the Mangapapa side.

178. It is more valuable than the Mokau-Mohakatino?—Much more, in every way.

179. There is a good deal of talk about the coal outcropping on the Mokau Block: have you seen any of it at all?—Yes, sir, I made a special trip up the river. In order to acquaint myself with the physical features of the ground, and especially with regard to the coal. I got a launch and with about twenty Natives went up the river. They had a large lithograph of the property, and I made a topographical plan on that as I went up the river. I noted particularly all the portions of lower ground that might be used to establish a homestead, and I went ashore there to ascertain the state of the ground. The only places where I could go ashore were those parts that had been leased in years past and were being worked, or otherwise, by the lessees.

180. There were workings there?—Yes, there was one place working. That place belonged to Mr. Kelly. I also went ashore, I think, Henderson's.

181. Was there any considerable output from these workings, or were they simply testing the coal?—I am not speaking of the coal at all: I am speaking of the clearings, from an agricultural or pastoral point of view. That was *en route*. I investigated all I could, because one could not land where the bush came down to the stream.

182. You have not given us your opinion as to the mineral value?—I can only judge from what I saw.

183. And what was your judgment from what you saw?—When I got within about 20 chains of the coal-mine I saw a stratum of what I took to be sandstone, perhaps 100 ft. to 120 ft. high, on the opposite bank of the stream—the Mangapapa side. I noticed that it had been completely cut off: there was a perfectly sheer, perpendicular wall, both on the western side and the southern side; and that struck me as being a very peculiar circumstance. It was made more peculiar when I saw alongside the river, coming down into it, the same formation, standing up about 70 ft.—perpendicular sandstone. I was perfectly certain that a heave or a fault had taken place in the country, and that the part on the Mokau-Mohokatino Block had sunk down below the river. When I got up to the coal-mine, just round the corner, I found that the entrance to the drive was about 35 ft. above the water, and then I was quite sure that the part of the coal on the other side was down under the water. That was the conclusion I came to from the geological formation of the country: I had never seen any report about it. I did not expect to see rhyolite down there, because the place for rhyolite is at the tops of the mountains, unless there is a fluviatile sandy deposit. So I was quite satisfied that the mass that stood up before me had come from the other part a little further off. I landed at the mine to inspect, and went all through it. I saw the plan, and I was quite satisfied that my view was correct.

184. *Mr. Herries.*] That is not on the Mokau Block?—No, on the Mangapapa Block, just across the river.

185. *Hon. Sir J. Carroll.*] If you had been in the place of the Natives, in view of all the circumstances—the invalid title, and the length of the unexpired term of the lease, and taking the rents the Natives were receiving into consideration, would you have sold for £25,000?—I thought myself that £25,000 under the circumstances was a very big price—a very fair price. I will give my reasons. Supposing I value the land altogether at £1 an acre and there are 50,000 acres, that is £50,000. Now, Mr. Herrman Lewis has a lease for another twenty or thirty years. Assuming it is for twenty years, the true present value of that money at 5 per cent. for twenty years is only £20,000, at simple interest. But the Natives were getting £25,000. So under the circumstances, and seeing that they were only receiving about ¼d. an acre rent—which might have been increased perhaps at the second term—I thought they were getting a very fair price. Not only that, I thought that if the lease went on that place would be locked up for another thirty years, and there was nothing but destitution amongst the Natives at the time: they had made nothing out of their land, and I thought that now was an opportunity for them to make something out of their land. I thought that the £25,000 under the circumstances was a very fair sum indeed.

186. At the critical moment, when the question was being decided and the terms agreed to, whose shoes would you have preferred to be in—the company's or the Natives'?—I would not have paid that money for it myself. I might have got more than that back after going to a lot of expense: but I considered that the cost of roading alone would be a very big item indeed, and I think it still will be. But another matter presented itself to me, and that was this: I had seen the Tourist Department's plan of the river, and I noticed that it was proposed to cut off the only valuable part of the whole block. When the Hon. Mr. Thomas Mackenzie was up there I mentioned the matter to him and said the Mokau Block would be absolutely ruined if the proposals were carried out. As I say, I was quite satisfied the Natives had got a very fair price indeed, and I would not have given that money for it—not half of it.

187. *Mr Massey.*] Do you think you could buy it for double the money now?—If the company is wise it will sell very promptly. I know that what I am saying now may be prejudicial to the company, but I am obliged to say what I think and give my reasons for the faith that is in me. I may be quite wrong.

188. *Hon. Sir J. Carroll.*] Mr. Bell in his evidence referred to the change that was taking place in the minds of the Natives from the position of probable litigants and anti-sellers to acceptance or consideration of proposals to sell, and he said he could not account for that change, but he suggested that there were possibly certain influences at work. Now, to your own knowledge the change in the minds of the Natives was based only on their inability to carry on any action with regard to their block—I mean, to finance for that purpose—and on the position they were in at the time?—That is the position.

189. It could not be suggested in any way that the Natives you represented and for whom you were working had come to some understanding among themselves to throw Mr. Bell over?—Absolutely no, not in any way. In fact, every assistance was given to Mr. Bell to be present. I was very much grieved when he did not come.

190. It was not a move to dispense with Mr. Bell's services, so that the Natives could take up the case and carry it on themselves?—Not at all. They did not want to get rid of Mr. Bell, nor did we. I am sure I did not, and I can certainly speak for Tuiti Macdonald.

191. The Natives would have been pleased if he had been there all through, as the other parties to the transaction were represented by counsel?—Yes: I would have been far better satisfied.

192. *Hon. Mr. Ngata.*] Did you have any communication with any member of the Government during the whole of these negotiations?—I do not know any member of the Government. I have only seen Sir James Carroll twice, and the other members of the Government I do not know.

193. I mean, in connection with this particular matter?—I never had a word with them, or their representative.

194. With regard to the Maori Land Board, do you know the three members composing the Board for the district?—I know Mr. Bowler, Mr. Seymour, and the Maori member.

195. Did you have any communication with them or any interview with them in connection with this matter?—None whatever, in any shape of form.

196. I mean, during the whole of the negotiations?—No.

197. The part that you took in the proceedings, I think, may be divided into two—first, as regards the action contemplated in the Supreme Court, and secondly, as regards the sale to Mr. Lewis?—Yes.

198. Can you tell the Committee at about what period the people whom you and Mr. Macdonald represented ceased to take further interest in the action in the Supreme Court?—I know exactly when it started—that is, when Mr. Dalziell threatened to withdraw the offer, and the meeting took place immediately afterwards. That was on the 11th March, at Cole's boardinghouse.

199. Would I be right in saying that you were chief organizer for your party?—I was a sort of focus. They touched the button all round, and I did the rest as far as lay in my power. But I could not say much to the Natives, because I do not speak Maori, and I had to call in the assistance of either Damon or Macdonald.

200. Was the committee that was formed in Wellington here on Mr. Bell's suggestion in December?—The committee was formed at Mokau.

201. Was that before or after you saw Mr. Bell?—After.

202. It is not true, then, that a committee was formed in Wellington?—No. They may have had a committee before, unknown to me. All I know is that I met them at Wellington.

203. But you say that a committee was formed at Mokau?—Yes.

204. Do you know the *personnel* of the committee?—Yes.

205. Was Aterea one?—Yes.

206. Paeroroku?—Yes.

207. Tauhia Te Wiata?—Yes.

208. And Tarake te Wiata?—I do not think Tarake was one. He was not one.

209. Were there any others?—Yes: I think Wateni Paneta was one.

210. You seem to have divided your forces up after you returned from Wellington?—They became divided. I did not divide them.

211. But you were financing most of these people?—I had either to pay or let the thing drop. They were absolutely destitute, as far as I could see.

212. What was the committee concerned with chiefly during January?—Putting into effect the work that had been laid out by Mr. Bell.

213. What was that?—Getting signatures to the various writs that had been issued.

214. You mean the authorities to Mr. Bell's firm to sue?—Yes. I did what I could in that connection.

215. Do you remember who were employed in that work?—Yes, Damon.

216. In what capacity?—He was getting signatures and translating.

217. As interpreter?—Yes. He got the signatures and witnessed them. No ordinary witness was competent to do that.

218. Do you know how the owners of the Mokau lands whom your committee represent are distributed?—Yes; I know pretty well where they all are.

219. Will you tell the Committee, roughly?—Aterea represented a very large interest at Mahoenui.

220. There were some living at Mokau?—Two or three very old people—Te Ianui and Taiaroa, Te Oro, and one or two more whose names I do not remember, were living at Mokau.

221. Did any live at New Plymouth or in the vicinity?—There was one woman at New Plymouth. There were several at Otaki, Paeroroku, and Tauhia te Wiata, and Tarake te Wiata, and several at Taringamutu.

222. To obtain the signatures to the warrant to sue, I presume, Mr. Damon had to visit all these places?—I do not know that he visited them all. I think he stayed at New Plymouth. I sent the documents down to Paeroroku enclosing a letter to Tauhia te Wiata to see that certain documents were handed over to Damon. They had charge of the documents to hand over to Mr. Damon, but instead of handing them over they kept them for fourteen days.

223. Was any one else employed to obtain the signatures to these warrants?—No, but in order that the matter might be made as widely known as possible, one or two persons, notably Maraku and Patupatu, and Tohiriri, went about discussing matters amongst the Natives, and they brought persons into my office when the documents were there to sign, and their expenses were paid.

224. Are you a licensed interpreter?—No.

225. A J.P.?—No.

226. Was Tuiti Macdonald also instrumental in obtaining signatures to the warrants?—Yes.

227. During what period were you and the other members of the committee engaged in obtaining these signatures?—Right up till the 11th March. They were in my hands till the 6th March. I see that the last one actually signed in my presence was on the 11th February, and the last one was the 6th March. This is witnessed by somebody down at New Plymouth.

228. *The Chairman.*] Who witnessed that signature at New Plymouth?—Kingi Tahiwi. I do not know the gentleman at all.

229. *Hon. Mr. Ngata.*] Were any of these expenses, incurred in connection with the signatures to the warrants to sue, paid by Mr. Bell's firm?—No.

230. They do not form part of the bill of costs rendered by that firm?—Not at all.

231. The expenses incurred in obtaining these signatures have been charged to the committee?—No.

232. They are in the accounts rendered here in this book?—No, they have not been charged to the committee, because we have not really had a final committee meeting with regard to them.

233. They have been presented: there are some here?—Yes, part of them.

234. There is Damon's, for instance, and Aterea's?—Yes.

235. With regard to the proxies for the meetings of assembled owners, were those obtained by Mr. Damon and the others?—Mr. Damon and Tuiti Macdonald got those.

236. At the same time as they were obtaining signatures to the other documents?—I do not know when they got the proxies. That part of the business I did not interfere with.

237. Is Aterea a large owner in these blocks?—Yes, he and his family are very large owners. You will see their names occurring perhaps twenty times in the list of owners at the back of that book.

238. Have you any idea what interests Aterea Ahiwaka would represent?—I cannot tell you at the moment, but I could very soon find out. I know they are very large. Aterea has been a member of the committee, and a most straightforward, honourable man he has been.

239. In fact, he is the principal owner in the Mokau Block?—He is the man one word from whom decided practically the lot—he and Paeroroku, of Otaki, who represented nine shares.

240. But in this account that you rendered—did you render this account?—I did not render it. The matter was mentioned when we were all together.

241. Without going into the items, the committee summarizes?—The committee did not do anything. That is only my own memoranda there. I sent it to Mr. Bowler, so that when he was paying the Natives he might see that I had a claim against them.

242. According to the memoranda you advanced to members of the committee cash to the amount of £157 4s. 5d.?—I have advanced more than that to date. At that time that was the state of affairs.

243. "Out-of-pocket expenses, £66 1s. 9d."?—Yes. That did not include anything like the out-of-pocket expenses, because I have not included rent paid for offices, &c.

244. I am quoting the summary that appears here: "Out-of-pocket expenses, £66 1s. 9d."; then, for your own services, you claim £1 1s. a day for ninety days?—When we first started at Mokau the Natives signed a document in which they appointed me the only paid officer of the lot. They agreed to give me £1 1s. a day, in addition to out-of-pocket expenses, as long as I continued to act as their agent. Well, they never paid me anything.

245. You claim for ninety days: £1 1s. a day equals £94 10s., and this, with the other items, make a total of £317 16s. 2d. up to the 4th April?—It was only a rough way of getting at a rough idea of what our expenses would come to.

246. Could you make that account up so as to indicate to the Committee what proportion of the £317 would be fairly chargeable as costs in connection with the Supreme Court action, and what proportion as costs in connection with the negotiations for the sale?—I do not think so. For instance, a sum of money was paid to Paeroroku and Tauhia for what they said were their out-of-pocket expenses in coming to Te Kuiti. I did not question those. They asked for the money; they had no money of their own; and I helped them in every way I could.

247. The first meeting that was held at Mokau on your return from Wellington, was that in connection with the sale, or in furtherance of the scheme outlined to you by Mr. Bell?—In furtherance of the serving of the writ. A general discussion took place upon matters connected with Mokau.

248. But more particularly in connection with the issue of the writ?—The whole circumstances were explained to the Natives.

249. We had it from Tuiti Macdonald that one of the chief objects of that meeting was to raise funds—to raise a fighting fund of £800?—Certainly it was. I am leaving out the matter of costs altogether.

250. Did you know, prior to this meeting at Mokau, that proceedings were pending before the Maori Land Board?—I knew that application had been made to the Native Land Court for partition, because I put it in myself.

251. I am speaking of your visit to Mokau after your return from Wellington. This was after the 6th January—after the first meeting of assembled owners?—Yes.

252. When you visited Mokau after your return from Wellington, was that visit in connection with the negotiations for the sale, or in connection with the proceedings in the Supreme Court?—In connection, first of all, with the writ, and, I suppose, that incidentally the question of the sale was mentioned. But as I did not speak Maori I do not know what the discussion was about. I only got a *résumé* afterwards of what took place. The question of raising funds, of course, was a most important one, and they discussed that among themselves.

253. Were you present at the first meeting on the 6th January at Te Kuiti?—When Mr. Skerrett was there?

254. Yes?—No, I was not.

255. Were you acting at all for the Natives?—Only in a subordinate way. I knew that Toheriri, the man for whom I had put in an application for partition, opposed the sale—in fact, he was the only man who really did openly and actively oppose the sale. At least, so I was told by him and others.

256. What amount of travelling had you to do in connection with this case?—I have been travelling and attending to the business ever since November, 1910. I have been all over the country. I have entertained the Natives at Te Kuiti. When there was no place for them to stay at I had to find accommodation for them, and act as a sort of general father.

257. And financier?—Yes.

258. You say it was about the beginning of March that your party ceased to take further interest in the Supreme Court action: is that correct?—It was on the 11th when they definitely said they could not go on any further. The meeting was on the 10th, and it was on the evening of Saturday, the 11th, that the matter was finally discussed, and they came to the conclusion that they could not possibly proceed any further.

259. Were you present at the meeting of assembled owners on the 11th?—I was late.

260. You did not hear what took place?—In a general way I did.

261. Did you hear Tuiti Macdonald apply to the Board for an adjournment?—Yes, I think I heard that.

262. When was the proposal made about demanding shares in the company, in addition to the cash consideration?—On the 11th. That was when the crisis had come.

263. Was this after the meeting?—Yes.

264. After the adjournment?—Yes.

265. You say that the Natives directed you to go to Palmerston?—Yes. I was the only one who knew anything about it. I mentioned the matter to the Natives, and they said, "You go and try to arrange what you have suggested."

266. Was any inducement held out to you personally to exercise influence?—Absolutely none, in any shape or form.

267. You visited Palmerston on the 18th, according to this account?—That is the day I left there. I went there on the 16th, and on the 17th the decision was come to, when I telegraphed. I returned on the 18th. That was a Saturday; I got home that night, and on Sunday morning went to Mahoenui to explain to the Natives.

268. Which way did you go back?—By the Main Trunk Railway.

269. Finally, a meeting of all your people was held at Mahoenui?—Yes, and the telephone was there right up to Mokau.

270. Were all the principal owners present at Mahoenui?—A number were there. We sent over to Aria and Totoro for all those who were about there; but it was not a general meeting.

271. The purpose of that meeting at Mahoenui was to consider—what?—The proposals.

272. The additional proposal, or in conjunction with the £25,000?—In conjunction with the £25,000. The biggest meeting was held on the 22nd March at Te Kuiti, when everybody was present.

273. I am speaking of the preliminaries?—They were all there at Te Kuiti then.

274. The suggestion is that there was a sinister influence at work prior to the 22nd March to make your people turn completely round and practically surrender to these proposals on the 22nd at the meeting of assembled owners?—That is not so. The arrangement was not confirmed until the 22nd, when they were all at Te Kuiti.

275. But you had a meeting at Mahoenui?—Yes.

276. Was any representative of the company present at that meeting?—None whatever.

277. Were Pepene's party represented there?—No.

278. It was simply a meeting of your own side?—Yes. I had no conversation with any one on the other side. As for Andrew Eketone, I never had any talk with him at all. I never discussed matters with the other side at all.

279. Not at that particular meeting?—Nor at any other meeting.

280. Was any opposition shown at the Mahoenui meeting to the proposal to sell the Mokau blocks?—No. I never heard any opposition from any quarter except those old people at Mokau, who would not do anything. I was there from the 19th to the 21st, and I stood in the telegraph-office and had the telephone all day long, and Aterea was there all the time, at Mokau at the telephone.

281. He was not at Mahoenui?—He had gone on to Mokau, and Damon ought to have been there too. Anyhow, Aterea was there to represent the committee. He spoke English very well, and I telegraphed and spoke to him on the telephone practically all day, and got him to lay the whole of the proposals, which he thoroughly understood, before the Natives. He kept on there till it was late at night, and again on the following morning. But they could get nothing out of those few old people, who never intended to sell or even lease their land. It was hopeless to discuss matters with them, because in any case they formed a minority.

282. *The Chairman.*] Is not that generally the view of the old people?—Yes, they would not sign their names. I think some of them had conscientious scruples against even signing the writ.

283. *Hon. Mr. Ngata.*] Are those the people known as Te Whiti-ites and Tohu-ites?—The Tohu-ites, I believe, would not do anything.

284. It is their religion not to sign any document?—Whatever might have been left undone at Mahoenui and Mokau, over which I had no control, was completed to my satisfaction when all the Natives met at Te Kuiti on the 22nd, and had ample time to discuss the whole matter.

285. Was any resolution put at the meeting at Mahoenui?—No. There were not enough people there. I had to send on all my talk to Mokau and leave Aterea—who was a man in very

great favour with all the Natives, an influential man and very straightforward—to do all that he could at the other end.

286. Is it correct to say that before the meeting at Te Kuiti on the 22nd March those of the Natives with whom you had communicated or had got into touch had made up their minds to agree to the proposal?—I believe they had. All those that I saw or had any influence with through Damon or Macdonald expressed their willingness—in fact, many of those who signed the writ really did it out of kindness to me—they did it hesitatingly, so some of them said—they signed because they thought I was their friend, but at the same time they wanted the money. They were bordering on destitution, and some of them wanted to clear the bush from their lands, and the time was getting near when they would have to do it or lose the season. I took every opportunity to make the Natives acquainted with the matter before them.

287. *Hon. Sir J. Carroll.*] Did Mr. Bell hold out any hopes that the Natives would be successful in the action to fight the leases?—He was not at all sanguine, judging by the tenor of his remarks. He was fairly sanguine with regard to 1H—at least, he knew we had no show there—and he was not at all sanguine with regard to 1F.

288. *Hon. Mr. Ngata.*] 1H is the block in which your people had most interest?—They had very little in 1F.

289. *Hon. Sir J. Carroll.*] And yet he advised that the Natives should take the case into the Supreme Court?—Yes, he made preparations for that.

290. *Mr. Seddon.*] You spoke about a Mr. White: what was that in connection with?—In regard to the promotion of the company. I believe it was in his mind that the whole thing originated.

291. *The Chairman.*] Where does he reside?—At Hastings.

292. He is not a resident of the King-country?—No. He is an old friend of mine, with whom I had had business dealings before.

293. *Mr. Seddon.*] What was the statement, then, that Mokau was worth £45,000?—He said that the company, if formed, proposed to take over the coal-mines on the Mangapapa Block, which is entirely separate from the Mokau-Mohakatino Block. There was a coal-mine in working-order, and it was proposed to take that over, and, if it were possible, to take over the leases from Mr. Lewis, or, what is more, the freehold.

294. He was more interested in mining, was he not?—He started with the mines—that was the foundation. I consider that the coal-mine was by far the most important thing of the whole lot.

295. From your knowledge of mining, you do not think very highly of the coal prospects there, do you?—I think the coal prospects on the Mokau-Mohakatino Block are really not worth anything. Economically they are worth nothing. If you have a mine on your left-hand side belonging to one company, where the coal stands about 35 ft. up, and you can drive a tunnel straight in and get out the coal and run it out into a hopper and tip it straight into a steamer, then you have got a very good proposition.

296. How far has this coal to be carried before you can get it away?—About 2 chains from the mouth of the tunnel, and the tunnel is inclined slightly upwards, so that there is no pumping to be done.

297. What are these steamers like that trade there?—I should say 300 or 400 tons.

The Chairman: 52 tons is the biggest load that has been taken out.

Witness: With suitable steamers perhaps 200 tons could be got away.

298. *Mr. Seddon.*] They have not got facilities there like you find at Greymouth?—I have not seen Greymouth. I am speaking only of this coal-mine, as compared with the coal that exists or does not exist on the Mokau-Mohakatino Block. In the one case you have got an economic proposition; in the other a proposition in which, even if you spent a million of money on it, you would have to sink a shaft, pump the water out, and elevate the coal; and one could not possibly stand alongside the other for twenty-four hours.

299. From your knowledge of geology, what do you thing of the other minerals besides coal on this block?—I do not know whether you call lime a mineral. I suppose it is. The deposit of lime I examined closely, and I found very little lime there.

300. *Hon. Sir J. Carroll.*] Was it patchy?—I saw it only in one place, and I took it to be the same form of limestone that exists all over the country. It does not exist as an extensive bed horizontally, but a fringe along what is now an estuary of the river, or has been in past ages an estuary. Take, as a case in point, the Wilson and Government quarries at Te Kuiti: it was found in the course of working that the lime was only like a fringe; it did not extend into the country at all. This was due to the way in which the lime was precipitated in the first instance. It is not the shell limestone, but a marine limestone; and it occurs there and at other places simply as a fringe.

301. *Mr. Seddon.*] Have they ever discovered any gold there?—I have never heard of any gold being found there, and even if it were it could never be in large quantities, because the rhyolite—the only country rock in which gold could be found there—has never been known to contain gold in payable quantities.

302. *The Chairman.*] Do you know if there has been a lot of gold lost up that way?—I think there will be a good deal more lost in the future.

303. *Mr. Seddon.*] Do you know if any prospecting for gold has been done there?—The man would be a fool who spent any time in prospecting for it.

304. I ask these questions because minerals have been mentioned freely in connection with this Mokau Block?—I know an opinion was held by a number of people that there was copper there. Pepene was very much interested in it, and he brought me some samples, which he said were copper. It was really serpentine. I showed him by a chemical examination that there was only iron present in that stuff.

305. *The Chairman.*] Professor Thomas, of Auckland, a geologist, went up there to report, and reported that it was nothing?—There is nothing but iron there.

306. *Mr. Seddon.*] About these expenses: you told us that when you came to Wellington you advanced £100, that the money was paid back to you, and another advance of £60 was asked from you?—That was much later on.

307. On top of that you advanced money several times to the Natives to go on with this matter?—Yes.

308. Have you any idea how you stand now?—I have a statement.

309. Have you put it in?—No. I will put that in later when I have had a meeting of the committee, which I want to have, and finally settle up everything.

310. You are considerably out of pocket over the whole thing?—Yes. There will be a lot of money to be paid—about £1,500 of £1,600 altogether.

311. I take it you do not assess very highly the value of this property?—I think the £25,000 was a very good price indeed.

Hon. Sir J. Carroll: At this stage I think Mr. Massey might give us some idea of the witnesses he is going to call.

Mr. Massey: There are those two—Mr. Rattenbury and a Native, whom I mentioned. They are nominally mine, because the request came through me; and then I propose to ask for Mr. Loughnan. I think I shall be able to get the information I require from Mr. Loughnan; if not, it may be necessary for me to call Mr. Mason Chambers. I cannot speak positively with regard to Mr. Loughnan until we have heard Mr. Herrman Lewis.

[Before the Committee adjourned the witness handed in several exhibits referred to in the evidence.]

WEDNESDAY, 6TH SEPTEMBER, 1911.

EDWIN HENRY HARDY further examined. (No. 10.)

1. *Mr. Dive.*] I understood you to say that you were adviser to the Natives in the proceedings in this Mokau-Mohakatino Block?—Not directly—indirectly.

2. And you also acted the part of the Good Samaritan to the Natives and gave them financial assistance?—Yes.

3. How long have you been adviser to the Natives prior to the sale and after?—I became interested in November, but the Mokau Natives arranged to pay me from January 10th.

4. You were adviser to the Natives that were opposed to the sale of their lands, were you not?—Yes.

5. Did you advise them to refuse the offer that was made?—No.

6. Did you advise them to accept it?—No, not the Natives.

7. You neither advised them to sell nor to refuse the offer?—No, not directly, as far as I am aware. I did not really have any conversation with the Natives, because I did not speak Maori, but I have with most of the agents and members of the committee. I may have given them my opinion as to what was advisable. I rather think I did. I did mention that in one of my telegrams to Damon.

8. Will you be good enough to explain what your position was as adviser to the Natives?—I was a sort of focus to whom they intimated their requests. If any meeting was to be held I was telegraphed to arrange it, which I did. Different people in different parts gave orders, and I did the rest; I did not initiate.

9. Did you attend this meeting of the assembled owners?—Yes, but not the first one.

10. Did the Natives ever ask your advice as to whether they should sell or decline the offer?—No, not on any distinct occasion.

11. Did they ever ask you whether it was advisable to sell or not?—No, they never put it in that way.

12. In what way did they put it?—The Natives did not put it in any way at all. I could not speak directly to the Natives—I could only speak through the intermediation of them or Mr. Macdonald.

13. You told the Committee yesterday that £25,000 was more than the value of the property?—That was my own opinion—it was right up to its value.

14. Will you explain to this Committee why, when you thought that was more than its value, as adviser to the Natives you did not advise them to accept it? You say you did not advise them to accept it?—I did not want to prejudice them or to interfere with them in any way. If I were asked by the Natives if I thought it was a fair price I should say certainly, but I could not enter into any explanation with the Natives. The people with whom I was in touch and sympathy all through were members of the committee, but they were scattered far and wide, and I could only see them occasionally. If anything was referred to me by telegram or otherwise I invariably gave a straightforward answer.

15. I understood from you that you had been adviser, and also acted the part of the Good Samaritan to the Natives, and that in your opinion £25,000 was more than the value of the property, and yet you did not advise them to sell. Do you think you were acting justly in not giving them that advice?—They had the advice of Damon and Macdonald while I was there, but I did not approach them in any way. I took an unprejudiced position with regard to the matter.

16. Do you know that continuing these proceedings meant a big outlay of money?—I quite understood that, certainly.

17. Do you think by acting in that capacity you have done right by the Natives?—Yes. What I have done I did on principle as far as I was able to. I usually acted on what I thought was the best principle throughout.

18. Do you consider this block is suitable for close settlement?—Well, I do not know that I ought to express any opinion upon that matter at all. I was not engaged in that capacity. If I was to be engaged in that capacity I should have to be paid and make a proper investigation of the place. I have only given my opinion as a casual observer. If you want my opinion, I do not think it is suitable for small settlement. I want to assist you as far as possible.

19. *Mr. Massey.*] Do you say you have not made a proper examination of the block?—I went to the south-eastern side and the nothern side.

20. Did you see all over it?—Yes, where I could go on foot. I spent all my Christmas and New Year holidays over the block. I have not only seen it there, but up to the Mokau River and up the Mohakatino side. I went up on to the mountains by myself.

21. *Mr. Dive.*] You also gave an opinion yesterday in reference to its capacity for bearing coal?—Yes. I did not say "capacity for carrying coal."

22. That it was not good coal country?—I say, economically speaking, it was not—that as far as I could see it was not a good proposition. The coal in the Mohakatino side was down below the water, whereas on the other side of the river, on the Mangapapa Block, it stood up about 35 ft. above the river. Consequently on the right-hand side of the river the coal was in a bad condition for mining.

23. Have you been over the block sufficiently to give an opinion on that point?—Yes, I have been on it on the four sides, and I think I have a pretty good idea of it. I know all the country round about, and it is similar.

24. Are you aware that there are outcrops of coal?—I was not aware of that.

25. In several places?—Three miles up the river. If there are any higher up than where the present coal-mine is of course they are not economically placed because of the cost of transport, and, moreover, just above the scene of the Mangapapa Coal-mine the river narrows very closely and the hills come down very precipitously. Consequently there would be a difficulty in navigating that part of the river. Any mine that works under greater disabilities than the present mine of course cannot compete with it. The Mangapapa Block so far as its position is concerned is better than the other. I do not want to enter into details further than that, because I have not made an extended visit there.

26. I understood you to say you had not advised the sale or otherwise of this land?—Indirectly I have opposed the sale most unmercifully, because those were my orders to act for the Natives and they did not wish to sell at the start, but when it came to the point that they could not carry on any longer and said that they must sell, well, all I could do then was to acquiesce in that.

27. You told me in the first instance in reply to my question that you did not advise them one way or the other?—No.

28. Now you tell us that you advised them most unmercifully not to sell?—I spoke to Damon and Macdonald. I opposed the sale because we were out for that at the start, but I did not speak to the Maoris and did not hold any conversation with any Maori, whether full Maori or half-caste.

29. I understand you went to Palmerston and met Mr. Loughnan?—Yes.

30. And you got an additional offer in the way of £2,500 worth of shares besides the price of £25,000?—Yes.

31. Upon getting that did you then advise the Natives to sell?—No, not the Natives. I telegraphed the whole of the conditions under which the arrangement was made to Damon and Macdonald and Aterea and Tauhia, to let every one know the exact conditions under which the arrangement was made.

32. And when you met them did you suggest anything?—I never met them properly after that. Tarake telegraphed me to know when they could have a meeting, and I replied any time and anywhere, and I gave them particulars. We have still to meet to go through the whole of the proceedings and the various matters in connection with it.

33. *Mr. Herries.*] If the Natives had been able to raise that £800, do you think they would have agreed to sell?—Well, I think it would have influenced them towards maintaining their original position.

34. That they would not have sold?—I do not think they would. I would have advised them to carry on as long as I had funds to carry on the fight.

35. And you found difficulty in raising the £800?—Certainly I did. Various properties were coming into my hands: I found I could not deal with them.

36. It was not because the Natives were landless?—No, they all had land.

37. But the land was locked up?—In one case the land was held by the Native Land Commission. It had been handed over and it would then be in the hands of the Native Land Board. First of all I found the survey had not been completed. I saw the Taranaki Land Board and the Chief Surveyor with regard to cutting it up.

38. There was ample land that the Natives held as security for this £800 if they could have made use of it?—Yes, if they made use of it.

39. If it had been European land there would have been no difficulty in raising the £800?—No, I do not think so, if the lands had been untrammelled in any way.

40. You stated, and it is in the minutes of the meeting of the assembled owners, that Mr. Dalziell made a threat of withdrawing the offer?—Well, he did not make a threat, he simply stated the facts—he did not threaten at all. He simply said that his instructions were definite. He has acted perfectly correctly in that respect.

41. Andrew Eketone took it as a threat, did he not?—Yes, he was on the other side. That is the sort of thing Natives do. If you are working with them and try and force the position they get their backs up.

42. I want to know whether Mr. Dalziell's statement that he would withdraw the offer unless finality was reached at that meeting influenced the Natives?—I could not tell what was in their minds.

43. Did you notice any change in the behaviour of the Natives after that?—No specific act on their part.

44. Andrew Eketone objected to Mr. Dalziell's action?—Yes.

45. Then the position was that because the Natives could not raise the £800 they were practically forced into the sale? They had to make the best of a bad job?—That was their matter. I did not influence them at all. I avoided all through the fight anything that would appear to be undue influence.

46. Coming to that meeting you had with Mr. White, did he say the company had been formed or was about to be formed?—No, he was getting a list of the names of the subscribers. I suppose it was a sort of provisional prospectus. I did not think it was my duty to enter too deeply into a thing when I was not intending to take any part in it. I could not help knowing what I did know, and I felt justified when the crisis arose to make use of it.

47. What crisis?—Well, when they found that they could not possibly go on. The only time I mentioned it to them was on the 11th March.

48. Then you took advantage of the knowledge you got through Mr. White?—Yes.

49. And do you know whether the company was formed on the 11th March?—The subsequent proceedings of the company interested me no more.

50. You did not know?—I only know what I saw in the newspapers.

51. With regard to the £2,500 worth of shares, are they fully-paid-up shares?—Yes.

52. No calls on them?—No.

53. What value did you put on those shares at the time?—I certainly put the value at £1 a share—that is £2,500.

54. They were £10 shares?—Yes, that means 250 shares at £10 a share.

55. You think they were value for £2,500?—Yes. I thought if things were allowed to take their course they might perhaps be worth up to £2 a share or may be worth £5. It depends on how it is advertised.

56. Do you still think they are worth the value put on them?—I do not wish to express any opinion with regard to that. Very much depends on what the Government are going to do with regard to the scenic reserve.

57. *Hon. Sir J. Carroll.*] The company's property is inclusive of Mangapapa?—Yes, certainly. I think it is a very good proposition.

58. *Mr. Herries.*] What was the idea of giving shares to the Natives: was the idea to sell them or to hold them as an investment?—Hold them as an investment, so that if the company profited the Natives would do better either in actual sales or profits on working.

59. What would be the average profits of companies of that nature—what would they come to in a year?—I could not say. It might be a South Sea bubble.

60. You would not expect them to give more than 10 per cent. would you?—I do not know. If they sold any of the property well they might make 200 or 300 per cent.

61. But annually?—The capital would go then but the Maoris would be getting a share of it, and they would benefit by any investment on the part of the company or any dealings with the coal or other things.

62. If the company kept on as a going concern?—Yes, of course. If the company fails, it will have failed by virtue of the fact that the land was not what it was made out to be; and if they failed in that respect they could not reasonably complain. They would have got their pound of flesh in the £25,000. They were out to either gain or lose by the transaction, and if they did not look at it in that light that was their business, not mine.

63. You thought it was a distinct advantage to them to get the shares in the company?—If the people who took it in hand could make anything out of it they would be entitled to something. The Natives could not lose on what they were obliged to take at first, which is the £25,000. There was everything to gain, and nothing to lose.

64. But that was an additional inducement to them to sell, was it not?—That was for their consideration.

65. And you considered it was an extra inducement?—No, I did not consider it was an extra inducement. What it was intended for was to assuage any sentimental feelings of regret that the Natives might have at leaving their ancestral homes. This was more in regard to the people living at Mokau than the others scattered about, who were anxious to cultivate their lands, and who are now cultivating their lands with the money obtained from the Board.

66. Are there any reserves set aside for the Natives?—I was not concerned with that. I did not interfere with that. I trusted to Mr. Loughnan to act as a gentleman and do the best. I knew Mr. Chambers was also in it, and that he would see there was no robbery.

67. You say it was done for sentimental reasons in order to give the Natives a hold on the land?—Yes, that is what it was for.

68. Do you think £2,500 shares in £100,000 worth of shares has any weight in the control of a company?—Certainly I do.

69. You think 2½ per cent. would have a controlling effect?—Yes, on their share capital.

70. What is their share of the capital?—£2,500.

71. And what is the total?—But their own contribution to the capital is £2,500—that is, 10 per cent.

72. I am speaking after the company has been formed: the Natives hold 2,500 shares—that is, £2,500?—£2,500 in the concern.

73. Out of £100,000?—Yes.

74. Do you think that would influence the operations of the company?—It would be more than half the rent they would get—2½ per cent. of the capital of the company and 2½ per cent. of the profits of the company.

75. I understood you to say that the object was that they should hold interests in the land?—Yes, they could participate in the gains and profits.

76. Because they wished to still reside there?—Not necessarily reside there. They live on the other side of the river altogether: there are no Natives, as far as I know, living on that block.

77. Do you think their small number of shares would have any controlling influence on the company?—No, it would not have a controlling influence.

78. Or any influence?—No influence detrimental to the company

79. But supposing the company wished to act one way and the Natives another, could the Natives influence the company?—Certainly not. They have a voice, and their voice would be respected.

80. Who holds the company's shares now?—I presume Mr. Bowler, the President of the Board.

81. If you think the Natives made a good bargain by selling for £25,000, do you think the company made a good bargain by purchasing?—I do not know. I do not express any opinion upon that—that remains to be proved entirely.

82. If the Natives made a good bargain, what becomes of the value of the shares: it must follow that the company has made a bad one?—They will participate in the gains and not lose anything in the losses. There is everything to gain and nothing to lose.

83. Supposing they made a profit of 5 per cent., what would the Natives get?—2½ per cent. on 5 per cent., whatever that is. Not 50 per cent. of the 5, but 2½ per cent. as their share of the dividend, whatever that might be.

84. What is the general dividend that a coal-mining company pays?—I do not know. It may be very large or very small.

85. Have you ever known any pay more than 10 per cent.?—Take the Taupiri Coal Company: they could pay more than 7½ per cent., and have been selling their land. I do not know what the profit on the land is. Yes, probably more than £1,000. What they pay and what they have in reserve are two different things.

86. I am trying to get at what the Natives are going to get out of it?—They will get 2½ per cent. of the 5 per cent. of the lot.

87. Would that be very much amongst the Natives?—If they make £5,000 a year, the Natives would get 2½ per cent. of that.

88. Do you think that a large sum to be divided amongst the Natives?—They were only getting a farthing an acre. They were getting rent and an interest in the land too.

89. You have had considerable experience in connection with Native land since you went to the King-country?—Yes.

90. You have bought Native land?—Yes, and cultivated Native land.

91. Have you ever known of an Order in Council being issued to allow the limitation of areas being exceeded?—No.

92. You have never applied for an Order in Council?—No, never.

93. Have you ever known of a case of land being sold by the Natives, and then being vested in the Chairman of the Land Board?—No, I have had no experience of that. I can only speak of what I know.

94. Then, this transaction presents a great many unusual features?—I have not considered anything outside my own province.

95. You have never known an Order in Council being issued?—It has not come to my mind—it is outside my province.

96. Supposing a sale had not taken place, would you have secured what you had spent?—I will now commence a new set of details, and that is this: When the Natives had a meeting at Te Kuiti I was instructed to apply to the Mokau Company for the expenses of the Natives. That was on the 11th.

97. You were to apply to the company for your expenses?—Yes, for the expenses of the Native agents and law expenses.

98. Has that been done?—Yes, I did so.

99. Have you been paid?—No, I have not. Some money has been paid, and it is in suspense.

100. Was this payment of the expenses of the Natives to be in addition to the £25,000?—Yes.

101. And you say that none of it has been paid yet?—I have paid a good deal of it away, but it is still held in suspense.

102. How much beyond the £25,000 was estimated to be paid by the company?—The arrangement I made with the company was this, and I communicated it immediately to every member of the committee: that the company would assist up to and not exceeding £1,000.

103. In addition to the £25,000?—Yes.

104. Then do you know anything about the £2,500 being subtracted from the payment to the Natives?—Not directly. I do, indirectly.

105. The original intention was to subtract £2,500?—I was at the meeting of assembled owners in Te Kuiti when Pepene Eketone got up and asked that 10 per cent. be deducted from the moneys payable to the owners of the block. I did not know what arrangement they had made beforehand.

106. That £2,500 was also to pay the expenses?—I presume so—to go towards it. As far as we were concerned it would go towards it if there was any deficiency.

107. And then there was this additional £1,000 from the company?—They guaranteed the expenses not exceeding £1,000.

108. Supposing there had been no sale to the company, how would your expenses have been paid?—I do not know. That was an eventuality I did not consider.

109. Then by selling to the company the whole of the expenses have been practically secured?—Oh, no. The expenses—legitimate expenses—will come to about £1,600.

110. There is £1,000 guaranteed by the company?—Yes.

111. And there is about £1,500 that has been taken off the payments to the Natives?—No, I have not touched anything in connection with that. I was not a party to it, and I told Mr. Bowler I did not approve of it. I have not made any application to the Board for any part of that. What I have asked the Board is that if there is any money there it should be sent to the committee to be dealt with.

112. When did you make the arrangement for this payment of expenses: when you saw Mr. Loughnan?—Yes. The date was the 17th March. When I got to Te Kuiti I told Damon and Macdonald and Aterea. I said, "In arranging for the sale it will be well not to lay too much stress on this feature, lest it should appear to be an extra inducement offered to the Natives to bring about the sale." I did not want them to be overinfluenced by that. I said, "If there is any question asked you, reply directly, but do not press it, lest it should be looked upon as an extra inducement to the Natives to sell their property"; and there was an honourable understanding with all the members of the committee with regard to that. Tarake te Wiata telegraphed me from Otaki on the 29th March to ask if the expenses were apart from the sale, and I telegraphed him "Yes." I quoted to him the amount of money we had to get and the shares and the expenses, but I did not say then that the latter were limited to £1,000.

113. You said that this arrangement was only known to the committee?—I told several of them—those that I thought were fit to receive any information of that kind.

114. Do you mean the members of the committee, or the general body?—I told all the committee who ever attended or did any business with us. Tauhia te Wiata, of Otaki, who ought to have been present at the meeting on the 10th, went to Wellington with the money which I sent him. He was the man who really was the mouthpiece of all the Otaki Natives.

115. Did the Natives as a whole know that this arrangement for the payment of expenses was being made?—With that limitation—that too much stress should not be laid upon it, lest it might be an extra inducement to them to sell.

116. They did not know enough about it to make it an extra inducement for themselves?—When the thing came before the Court it was willingly agreed to.

117. Your conversation with Mr. Loughnan took place before the Court sat?—On the 17th.

118. And you told the committee that this arrangement had been made?—I did. I have the telegram. I telegraphed to all of them.

119. That was with regard to the £1,000?—Yes.

120. Do you wish the Committee to understand that it was not made generally known to the Natives, because you did not wish it to be an inducement?—I told them to be circumspect regarding it, but that if any questions were asked the questioner was to be told straight out.

121. Do you know if the question was asked?—I could not say. All I could do was to make it known to persons whom I was connected with, because that was a thing I could not explain to the Natives.

122. *The Chairman.*] Do you know what the Natives were receiving from the owners of this block of land prior to the sale—I mean in rent?—I understood that it was a farthing an acre—about £110, or something like that.

123. Do you know whether the Natives for whom you were acting possessed other lands besides the block in question?—I know that they all had other lands.

124. You are sure of that?—Yes, perfectly certain.

125. You are acquainted with the property in question before this Committee—you have seen it?—I know the property from having been on four sides of it, and I know it from its general appearance. I know it from its physical conformation, which is similar to that all over that part of the country.

126. How far above the coal-line did you go?—Right up at the top.

127. As far as Totoro?—I began at Totoro.

128. Do you know the lower end of the block where Walter Jones lives with his mother and sisters and brothers?—Yes.

129. That land and the land in the Mohakatino Valley and also the property subleased to Kelly, Eglinton, Greenwood, Henderson, Wyllie, and others: what is your opinion of all those areas subleased by Mr. Jones for twenty-seven years? Is not that the pick of the land from an agricultural point of view?—Most certainly. When I went up the river I looked out for places where homesteads could be made, and the only spots that met my eye were those already taken up.

130. You are aware that those lands are subleased for a period of which twenty-seven years and a half have still to run? You are aware that those people leased those lands from Flower for a period of which twenty-seven years and more have still to run?—Yes.

131. And that the company have no right whatever over those subleases?—I could not say. I do not know whether the freehold of that land was bought or not.

132. No, the rights of sublessees were not bought, the company having no rights whatever over the best portions of the land for twenty-seven years and a half, the value of the property would be lessened very materially?—I think the rights over that property should have gone with the other.

133. Have you any idea of the area of the land that has been subleased to the people I have named—there are about eight or nine of them?—As far as I saw from Henderson and Kelly and Jones——

134. What is the area of Walter Jones's place?—I could not say. I only know he has a place there.

135. It is a nice place, is it not?—Yes.

136. You have no idea of the area of the subleased lands?—No.

137. Do you know about the difficulties of roading in the King-country?—I do.

138. What is your opinion in regard to roading that block? It is typical north Taranaki and King-country land?—Yes. If the road is made alongside the river that will be an excellent way of cutting up the block, because it will tend to bring everybody together; but if the frontage is cut off by the Scenery Preservation Commissioners, that will not hold. I understand it is proposed to make a road on the southern side, and bring it in from some Ohura lands already cut up in the vicinity; and if that is the case the roads will be formed on steep ridges, and eventually I suppose they will come down towards the river. There are streams joining the river which run down obliquely, and the result is that between the stream and the river there is a ridge which cuts off access to the river. So that unless the road is made round the river-side, any road coming in from the back will be cut off from proper communication with the river.

139. Could you give us any idea as to what it would cost per mile for road-formation and metalling in such country?—Metalling is out of the question: there is no metal there. Road-formation will be very costly indeed.

140. It will be very expensive, in your opinion?—Yes. I should not like to undertake even the survey of the road.

141. Do you know the Waitaanga district?—I have never heard of it.

142. It is sixteen miles west of Ohura?—I know where you are speaking of.

143. Do you know the Waitawhena Road?—No, I have not been on that road.

144. What is the distance from the Waitahonga Road or the Waitewhena Road to where the railway is coming? One witness said it was only a matter of three or four miles?—I have a plan of that part of the Taranaki Province, and I specially looked at that place, the communication from this Mokau Block eastwards towards Ohura, and I came to the conclusion that that part of the country was the steepest and wildest and most inhospitable part of the whole block.

145. Have you any knowledge of the distance from there to where the proposed line is going through the Ohura district?—I suppose it would be about ten miles.

146. It is sixteen?—It might be.

147. What is the opinion of the residents of Te Kuiti and the district in regard to the opening of such a block of land as this and other blocks of Maori land throughout the King-country? Has it not been a source of great complaint that these lands were blocking settlement and retarding the progress of the district?—Yes. I consider that the withholding of that block of land from settlement has been a great blow to that district for years, because there is no proper road coming down into that block at all. The main road from Te Kuiti down into it is only a track on a very steep ridge. I have ridden over it. It is along a razor-back ridge.

148. Speaking generally, it would be a source of gratification to the residents of Te Kuiti and the King-country to know that these blocks are being cut up?—It would give access from Te Kuiti to the sea, and bring into cultivation the twenty or thirty miles of land which is now a sort of incubus upon the whole district.

149. With reference to your statement about the coal-seam, are you aware that the London Board of Trade, on the advice of Mr. Foster Brown, sent out one of the best mining experts in Great Britain to report on this particular seam of coal that is on the block in question?—I am not aware of that.

150. The Board of Trade sent out a Mr. Siggers, and paid him £2,000 to report. Are you aware that that was done?—I am not.

151. Are you aware that the report of that mining expert was that it was absolutely impossible to work the coal, owing to deep sinking, and so forth?—I never heard of it.

152. That is the case. In regard to the value of the land—you have a good knowledge of land? You are a practical farmer?—Yes.

153. And a surveyor?—Yes.

154. At what do you place the value of that land—I am not including the subleased land?—I think I told you before that, taking the block as a whole, the unimproved value of the lot would be £1 an acre at the very outside; that is, if it were unencumbered. I take it in this way: If I were asked to pay more than 1s. an acre rent for it I would not do it.

155. *Hon. Sir J. Carroll.*] That is, for certain parts?—For certain parts I would pay more.

156. *The Chairman.*] Excluding the large area of subleased land, which is the best, and over which the company has no rights for twenty-seven years, what value would you place on the broken lands—those lands running up to Paniran and away back?—From 15s. to nothing. The higher part I would not have at a gift. The difficulty with even the better part of the land is the difficulty of access. It will be years before they can make a proper road there. Even if I had that land it would not pay me to cultivate it until roads are made. I should expect to be out of my money for years, and to be at great expense for carting.

157. Did you visit the lime-works?—No. I saw where there was a lime cliff.

158. You have expressed an opinion about that lime?—I only saw it from the steamer. I did not see any beds of lime. I only saw lime of a similar character to that which exists in the district generally—that is, the fringing reefs.

159. You have no knowledge of the quality of the lime?—No, I have not examined it. I presume it is equally good as the lime at Te Kuiti, having about 98 per cent. of carbonate of lime, with a little impurity—iron alone.

160. *Mr. Massey.*] You do not seem to have a very high opinion of the value of this block?—I only judge the property as I find it.

161. I think you said you were acquainted with some of the settlers in the locality?—I called upon Mr. Adam Kelly and at Henderson's place, but he was not there: the manager was there.

162. Did you ever come across a settler there named Jackson?—No, unless that is the man I spoke to.

163. I will read you Mr. Jackson's opinion, and then ask you if you agree with it. This is his opinion, written to me on the 20th July——

The Chairman: Where does he write from?

Mr. Massey: From Mangiao.

The Chairman: He does not live in the district at all.

Mr. Massey: I am going to quote his opinion. "I have been on perhaps the worst portion of the block, which, though broken, is of good mixed bush on a good papa formation, which grows and holds grass excellently. A great portion of this estate is easy country of magnificent quality, and I believe few people realize the enormous quantity of coal in it. Coal shows in nearly every creek on the Ohura side, and outcrops of reefs 18 ft. thick are numerous." Do you agree with that opinion?—I say that the papa land, which extends up to about an horizon of 1,500 ft., is the same as all papa land round about there. I do not agree with that gentleman.

164. But papa land is generally good land?—Yes.

165. And holds grass excellently?—Yes.

166. You agree with his opinion to that extent?—Yes.

167. And there is papa land there?—Yes, up to an horizon of 1,500 ft. It is not the value of the land you have to consider, but the difficulty and the cost of getting things in and out. It does not pay to engage a steamer to take your cattle and your sheep and your wool up and down a river when you can cart the wool or drive the cattle and sheep along a road—and there is no road there.

168. Still, the Mokau River is navigable?—Yes, for twenty-five miles; but it would never pay a farmer to put his cattle and sheep on to a steamer.

169. Do not farmers ever ship their stock?—Not unless they are absolutely obliged to.

170. I am afraid you have not seen much of New Zealand?—I have been in New Zealand for fifty-two years.

171. And have you never seen cattle shipped?—Yes, and many of them killed and drowned. I have seen a whole boat-load of cattle drowned on the Northern Wairoa, where I was Government surveyor for fifteen years.

172. Leaving the quality of the soil: you have a very poor opinion of the value of this land from a mineral point of view?—Yes.

173. Did you ever hear of a paper called the *New Zealand Times?*

Hon. Mr. Ngata: Is Mr. Massey going to put all this into the evidence, Mr. Chairman? He has quotations from newspapers. It is time the Committee considered that class of question. Mr. Massey proceeds to quote a letter from any man who chooses to write to him, and then asks the witness whether he agrees with that.

The Chairman: I think it is entirely irrelevant.

Mr. Massey: I think my line of examination is a perfectly fair one.

Hon. Sir J. Carroll: I do not think so. The witness may say he knows nothing of what appears in the paper, but it is read, and it goes in to the Press as the opinion of, say, the *New Zealand Times.*

The Chairman: If my opinion is asked I am prepared to give it. It is all irrelevant, and I will rule it out of order if any member of the Committee objects to it. It is objected to: I rule it out.

Mr. Massey: I will put it in this way: is the witness acquainted with a Mr. Cowan, who, I believe, is a member of the Native Department?

Hon. Mr. Ngata: Is there any evidence before the Committee that Mr. Cowan wrote that article?

Mr. Massey: I am going to ask the witness whether Mr. Cowan is an authority on such a subject.

The Chairman: But that is entirely irrelevant—the witness's opinion of a person outside. You can call Mr. Cowan if you like.

Mr. Massey: Then may I put Mr. Cowan's opinion in evidence, as expressed in the *New Zealand Times* of last Saturday?

Hon. Mr. Ngata: Can you prove it is Mr. Cowan's?

Mr. Massey: I will call Mr. Cowan. I ask that Mr. Cowan be called.

The Chairman: Certainly. It is the easiest way.

174. *Mr. Massey.*] About this £1,000, Mr. Hardy: you told us it was paid into a suspense account?—Yes.

175. And who controls the suspense account?—The people who paid it in.

176. Who paid it in?—I suppose it came from the company.

177. Do you not know?—I know who paid it in.

178. And they control the suspense account?—Subject to my guidance and the committee's guidance.

179. Then it is practically under your control?—Certainly: it is in suspense with me.

180. Is any part of that intended for the Native owners?—Oh, no.

181. They get no part of it?—Only those who can be supplied out of any funds that we get. The total expenses come to about £1,600, and included in that amount are some *ex gratia* payments to Native who supplied food and otherwise helped our side forward. I did not have any control as to who those persons were who were to receive money. The Natives themselves in committee decided who should receive compensation for anything they contributed towards the work we had in view.

182. *The Chairman.*] Is it usually the case for a committee to deal with these matters?—Certainly. Expense is entirely a matter for the committee.

183. *Mr. Massey.*] Will you tell us for whom the £1,000 is intended?—Yes; for payment of the agents' fees and the law-costs—that is, as far as the £1,000 will go in that direction. If

there is a deficiency it will have to be made good by the Natives. To take the money from the Natives and hold it was the only way in which that money could be got, because it will never be possible to get it out of every individual.

184. This £1,000 is intended to be in addition to the 10 per cent. fund which is being collected?—No, it is apart from that. Only any contribution which the Natives may make of their own free will will go towards that amount. The £1,000 and whatever the Natives pay will be put together against the whole of the expenses, and we shall only ask—at least, that will be my advice—for such an amount of that as is necessary to fulfil obligations.

185. If you happen to be able to collect the whole of the 10 per cent. you will have practically £3,500 for the purpose of paying expenses?—No. Our share of that would be less than 4 per cent.

186. What do you mean by "our share"?—The share of the Natives on my side. We shall not want, as far as I can see how, more than about £630.

187. Still, so far as it is possible for any one to see, you are endeavouring to collect £3,500 for the purpose of paying expenses?—Not at all. I am only endeavouring to collect the amount that is due to us.

188. You have got the £1,000?—Yes.

189. And you have got the 10 per cent.?—No, we have not.

190. Who has got it?—I do not know. I refused to have anything to do with that.

191. You know that an attempt is being made to collect it?—Yes, but not with my sanction.

192. Up to the present £1,500 has been collected?—Yes, I know that.

193. Do you wish the Committee to understand that the Natives had no alternative between selling and going on with what would probably be an expensive lawsuit?—I suppose they could have devised some others means, but I do not know of any. They could sell to another party; but I do not think the Maori Land Board countenance that sort of thing.

194. Do you not think it was possible to sell to the Government?—I do not know anything about the Government.

195. You are an experienced man in these matters, and you are called to give evidence. Do you not think it was possible for the Natives to have sold to the Government?—Not directly, because the leases had not been proved invalid.

196. Were you not aware of negotiations going on between the Government and the Natives with regard to the purchase of this block?—I did not know anything about that at all.

197. Did you never hear that a gentleman up there had actually claimed £1,000 commission on account of the sale of this block to the Government by the Natives?—I did not know anything about it.

198. Coming back to the alternatives, would it not have been possible for the Natives to continue to hold their land, draw the rentals from the owners of the leases, whoever they might be, and insist upon the covenants in the leases being complied with?—They could not insist upon those covenants being complied with until they had put the matter through the Court, and the rent they were getting would not pay for their travelling-expenses.

199. Is it not a fact that some of these Natives are wealthy men?—No, not one of them has appeared to me to be a wealthy man, because they have all borrowed money.

200. What about Andrew Eketone?—He has nothing to do with me at all.

201. But is he not an owner?—No, I do not think he is.

202. Is Pepene Eketone an owner?—No. His wife is.

203. And he is supposed to be a wealthy man, is he not?—I know nothing about his affairs.

204. Still, you admit there was another alternative to selling?—I do not.

205. It is not evident to you?—No, you have not made it evident so far.

206. This Mr. White to whom you referred yesterday: is he a shareholder in the company?—I do not know whether his name appeared. I rather think it did.

207. Is he not a broker by calling?—No. He is one of the firm of David White and Co. (Limited), land agents.

208. Did he visit Te Kuiti in connection with the proposed purchase of this block by Mr. Lewis or the company?—I told you that in February he visited Te Kuiti and laid the proposal before me. He did not know at that time that I had anything to do with this affair, and it came as a shock to him when he found that I was connected with it.

209. Being connected with it, you would know that the gentleman who was endeavouring to purchase the property was Mr. Lewis?—I did not need to get that from him, because it had appeared in the *Gazette* months before.

210. Why did you not go to Mr. Herrman Lewis instead of coming down to Palmerston to see the solicitor of the company?—It was not my business to go to Mr. Lewis. I did not know him at all.

211. *The Chairman.*] You were dealing with him?—No.

212. *Mr. Massey.*] I do not quite understand. Mr. Lewis was the gentleman for whom Mr. Dalziell was acting. There was no suggestion of a company at that time, and I cannot understand how it was that you went over the head of Mr. Dalziell and Mr. Lewis and went to outside people in Palmerston and made an arrangement with them?—I could only deal with those people with whom I was associated by reason of the fact that Mr. White had called upon me and laid the matter before me. Mr. Lewis and Mr. Dalziell were not in it. Mr. Dalziell only came into it afterwards. At that time the only man I knew in that connection was Mr. Loughnan.

213. You say that Mr. Lewis was not in it, yet you told us just now that you had seen his name in the *Gazette* as the suggested purchaser?—Yes.

214. You rather doubted, I think, a statement made yesterday that Tuiti Macdonald had stated that 75 per cent. of the owners were opposed to the sale?—I did not say 75 per cent. of the owners: I said 75 per cent. of the shares owned by the owners.

215. Then do you accept Tuiti Macdonald's statement?—I do not require it. I made that out myself. I got from the Natives the total area of land held by those people on our side and on Pepene's side, and I will tell you how I arrived at my conclusion. Here is the statement in this book, showing the different blocks. On our side the total came to 35,489 acres, and on Pepene's side 13,380. Now, the whole area is 48,870 acres.

216. I am not asking you about area: I am asking about the number of owners?—I have nothing to do with the number of owners.

217. What I asked you was whether you are prepared to accept Tuiti Macdonald's statement as correct, that 75 per cent. of the owners were opposed to the sale?—He did not say that. I knew what he meant.

218. *The Chairman.*] Will you just answer the questions, please—Yes or No?—Mr. Massey will not understand that the 77 per cent. refers to shareholding.

219. *Mr. Massey.*] I am asking you whether you agree with this statement of Tuiti Macdonald's: "Before the resolution was put I was quite confident I would defeat it, because I had quite 77 per cent. of the owners with me"?—The President of the Board knew what that referred to.

220. Do you agree with that statement?—Not if it means 77 per cent. of the owners, but if it means share interest represented by those owners, certainly. The only thing that comes before the President of the Board and that he can consider at all is the shareholding of the different people. If you look at the Act you will find that shareholding counts: owners numerically do not count at all.

221. We understand that You will admit that 75 per cent. of the share-owners were opposed to the sale?—Yes.

222. About those telegrams: There was a telegram from Mr. Macdonald to yourself dated the 7th March: "Bell not required. Will arrive Thursday morning." You remember that telegram?—Yes.

223. Do you remember the date?—It was on the telegram, which I handed in.

224. Then do you remember this telegram from Mr. Bell to you: "Thanks for telegram about rooms, but await your reply whether you consent my not going. Much prefer stay in Wellington." That was the 8th March?—Yes.

225. So that the expression of opinion from Mr. Bell that he would much prefer to stay in Wellington had nothing to do with the decision of Mr. Macdonald or yourself not to have him appear for the Natives at Te Kuiti on the occasion of the meeting?—That is rather complicated.

226. The point is this: on the 7th March Macdonald wired to you that Mr. Bell was not required?—It may be the 7th. I may not have got it till the 8th. It depends on whether the messages arrived at Te Kuiti by 5 o'clock. After 5 o'clock we may not get them.

227. What I want you to say is whether, before Mr. Bell's telegram reached you in which he stated that he preferred to stay in Wellington, you and Tuiti Macdonald had stated that it would not be necessary for him to come to Te Kuiti?—I do not know. Judge that from the telegrams. I sent them practically simultaneously.

228. They were both telegrams that you received, but one is dated the 7th and the other the 8th. One is from Mr. Macdonald and the other from Mr. Bell?—Yes.

229. Macdonald on the 7th says it is not necessary for Mr. Bell to come: is that not so?—Possibly, yes.

230. On the 8th you received a telegram from Mr. Bell to the effect that he would prefer to stay in Wellington. Is that not so?—I have not the telegrams before me, and am not drawing any conclusions from them.

231. But I am drawing conclusions from them. I want you to answer this question: You had practically made up your mind, according to these dates, before the receipt of Mr. Bell's telegram, that he would not be required at Te Kuiti?—No; I gave him plenty of time to say whether he would come or not.

232. Then Macdonald, according to this telegram, had made up his mind that Mr. Bell would not be required?—I do not know. I am not considering the facts at all: I simply place them before you. Macdonald's telegram may have been delayed in some way. You must judge from the telegrams. There are the dates on them. I did not make any comment on them.

233. You are not able to offer an explanation?—No, I do not offer an explanation.

234. You tell us that you know all about these blocks?—Not *all* about them.

235. Will you tell us how many acres the company control on the southern side?—No.

236. You know they do control a block on the southern side?—I do not know anything about it.

237. You are on your oath. Did you not give evidence with regard to the coal-mine and the land on the other side of the river, and state that the coal-mine is situated on the southern side?—It is situated on the northern block—the Mangapapa Block.

238. On the Auckland side?—Yes.

239. That is the block of which I am speaking: do you know how many acres there are in that block?—About 12,000. There is a smaller area of 1,500 acres covering the coal-mine.

240. In addition? That is about 14,000 acres?—Yes.

241. And the company control that block?—I do not know what they control.

242. *The Chairman.*] Can you not answer by saying you do not know what the company are going to do?—Mr. Massey is not content with that.

243. *Mr. Massey.*] If you will simply say Yes or No to my questions I shall be satisfied. I want to get from you whether you knew the area of land which the company controlled on the side of the river on which the coal-mine is situated?——

The Chairman: It is altogether an irrelevant question. The witness is not supposed to know what the company is going to do.

Mr. Massey: But we have had evidence that Mr. Hardy was in the vicinity for the whole of his Christmas and New Year holidays, and went all over these blocks, and he has given evidence as to the position and the quality of the coal.

Witness: I did not mention the quality of the coal. I stated the position of the coal.

244. *Mr. Massey.*] You are not able to answer this question about the area which the company control?—I can tell you the area of the Mangapapa Block. There is a section of 1,500 acres and another of 12,000, making about 14,000 acres altogether.

245. And then, on the other side of the river—the Mokau-Mohakatino side?—I do not know what they have got at all.

246. You do not know the area of the whole block?—About 40,000 to 50,000 acres.

247. You know we have had it in evidence that the area of the block is 53,000 acres: you accept that?—Yes. I reckoned it at 50,000 acres when I fixed the price.

248. Talking about the lease, is it not a fact that at the end of the lease in ordinary course the land would be greatly improved and much more valuable than it is now?—One would think so, but in this case it is worse at the end of twenty-seven years than at the beginning.

249. Because the covenants have not been complied with?—Very likely.

250. Would it not be your duty to secure, if possible, compliance with the covenants of the lease?—That is what we set out to do at first.

Mr. Dalziell: May I ask a question?

The Chairman: On what particular lines?

Mr. Dalziell: With reference to the matter of damages claimed.

The Chairman: Does it affect your firm?

Mr. Dalziell: It does: it affects the whole question. I think also it will be of information to the Committee, because it will tend to show the influence on the minds of the Natives.

The Chairman: Very well.

251. *Mr. Dalziell.*] Can you tell us, Mr. Hardy, if you were advised that you should claim damages for breach of covenant?—Yes. One of the clauses in the writ was that we claimed £10,000 damages.

252. That was for failure to comply with the terms of the lease?—Yes.

253. And the Natives would be informed that there was that claim?—The writ was read out to them. I know that Damon read it through.

254. *Hon. Sir J. Carroll.*] That was, that they would institute an action to void the leases, and at the same time claim damages to the extent of £10,000?—Yes.

Mr. Jones: I ask to be allowed to put a question.

The Chairman: What is your question?

255. *Mr. Jones.*] I have several. Are you aware, Mr. Hardy, that by order of the Court the shares in the land are all equal?—I did not take any notice of it. All I know is that the shares were to be held in trust for the Natives and divided up.

256. *The Chairman.*] The question is, do you know?—I do not know

Mr. Jones: I understood from you that about £40,000 was paid for the leasehold land on the north bank, of 14,000 acres.

The Chairman: I do not think that has any bearing on this inquiry.

Mr. Jones: It might assist the Committee. If they gave £40,000 for the leasehold on the north bank, and only £25,000 for 53,000 acres on the south bank——

The Chairman: I must rule that out.

Mr. Jones: The Chairman put a question about the Board of Trade sending an engineer out to examine this property——

Hon. Sir J. Carroll: The witness has already said he knows nothing at all about that.

Mr. Jones: The point is that they did not. The Board of Trade never sent any such person there.

The Chairman: What is your question?

Mr. Jones: Is the witness aware that the Board of Trade sent an engineer out to examine this property?—No, I am not aware.

Mr. Jones: What I want the Committee to understand is that the Chairman put a question there was no foundation for. The Board of Trade had nothing to do with it.

The Chairman: The witness knows nothing about that.

258. *Mr. Jones.*] Are you aware that Mr. Dalziell and Mr. Skerrett, the latter in the pay of the Government, appeared before the Committee of 1910 as representing this company?——

The Chairman: I do not think that has any bearing on this inquiry.

259. *Mr. Jones.*] I will ask another question: You stated that the coal on this property is valueless, comparatively, compared with that on the other side?—I said that as far as I could judge from what I saw, on account of its position—it being under the water-level—economically speaking, it was not worth much, especially when there was a good coal property in the immediate vicinity.

260. Under the water-level? Are you aware that right opposite, at a much higher level than on the north bank, there are seams of coal cropping out in the bank?—Not the same seam.

261. There are five or six seams. Are you aware that right opposite the coal-mine, on the southern bank, there is good coal visible?—I was told so by the manager there.

262. Then that is not under water?—There are two seams—one a small one of about 3 ft. or 4 ft., and another of 8 ft. lower down. It is the lower one that is being worked, and that is submerged. There is bound to be another one on top, and more, and I should say they are no good.

263. Higher up the river, plumb over the river-bank, are there not two seams visible of 5 ft. and 5½ ft., 50 ft. above the water?—I would not give much——

264. Will you answer the question?—If it is three miles higher up the river it is out of the question economically, because the freight to the coast would kill the thing.

265. Are those seams visible there or not?—I have not been up there. I was only up twenty-five miles. That was enough for me.

266. You say that you were in the south-east corner?—I was in four corners and up the middle.

267. You say you were in the south-east corner?—Yes, of the Mokau-Mohakatino Block.

268. In that corner did you see a valuable seam of coal from the top of the hill?—How far up above the water?

269. Considerably?—I want to know approximately.

270. Did you see a seam at all?—I cannot say——

The Chairman: I will ask the Committee to decide about this business that is going on. It is altogether irregular.

Mr. Seddon: What is the object in Mr. Jones asking this question?

Hon. Sir J. Carroll: He is representing Mr. Massey.

Mr. Massey: Oh, no. I must deny that there is any one representing me. I am here to represent myself.

Mr. Jones: Mr. Hardy's contention is that there is no coal there.

The Chairman: You can come and give evidence if you like in connection with that when you are cross-examined.

271. *Mr. Jones.*] He could say Yes or No. Did you see coal at all on the south-east corner?—No, I did not see it.

272. You heard the Chairman say that from that corner to Mungaroa is sixteen miles——

The Chairman: I must rule that entirely out of order. I cannot allow you to go any further. You will have a chance of giving this in cross-examination.

Witness: I can answer his question in a moment. Even if there is coal there, the Mohakatino River is not navigable in the same way that the other river is.

Mr. Jones: You said——

The Chairman: I cannot allow you to go any further. You will have an opportunity later on.

ROBERT MCNAB sworn and examined. (No. 11.)

1. *The Chairman.*] Have you seen this document that has been published in connection with the Mokau-Mohakatino Block?—No.

2. Have you seen anything in the newspapers that was published in connection with this?—Not about that paper.

3. I understand you wish to give evidence?—Yes, I wish to give evidence in connection with a statement that was made by Mr. Massey in his speech at Auckland when he dealt with the Mokau Block and mentioned my name. An inference has been drawn from his remarks that I acted with Sir John Findlay and Sir James Carroll to bring about the purchase of the block by a company of which I am now the chairman. I want to give evidence of my connection with the purchase in order to negative that suggestion.

4. Will you proceed, please?—The first knowledge I obtained of the sale of the Mokau Block was, I think, on the 9th January, 1911. I was in Palmerston North, and met Mr. Whyte, a land agent of Hawke's Bay, who was in company with Mr. Mason Chambers. Speaking of the purchase of the Mangapapa Block, on the other side of the Mokau River from the Mokau-Mohakatino Block, Mr. Whyte stated that Mr. Mason Chambers had secured an option over what is known as the Mokau Jones Block. About an hour afterwards, when I reached my own home, an agent called on me—a Captain Preece, a land agent in Palmerston North—who introduced himself as being the agent of an option-holder of the Mokau-Mohakatino Block, and asked me if I would take up shares in it. I told him he must be under some misapprehension, as I understood a gentleman in Hawke's Bay had the option. He said, "In view of what you say I will see you again when I get definite instructions in regard to it." I then went south, and my next communication with respect to this block was a telegram which I received from a land agent in Palmerston, Mr. J. M. Johnston.

5. *Mr. Herries.*] What date was this?—It was either the 18th or 19th January, 1911. He stated in the telegram that Mr. Mason Chambers had secured an option over the Mokau-Mohakatino Block, and was putting that option in with another from a Mr. Fraser over what are known as the Mokau coal-mines, situated in the Mangapapa Block, across the river; and they were going to float a company to take over that property. When I came back to Palmerston—and that would be about the 24th or 25th January of this year—Mr. Johnston spoke to me about it. Mr. Whyte was also there, and he spoke to me and asked me to take up shares in the company. They had then drawn up a rough prospectus; and I agreed, either on that day or a day or two after, to take up a thousand shares in the company, which was to be a company of £100,000——

6. Were they £1 shares?—£10 shares—formed with the object of purchasing these two properties, if considered satisfactory. A document was made out by Mr. Loughnan, wherein Mr. Mason Chambers and Mr. Fraser entered into a contract with Mr. J. M. Johnston and Mr. David Whyte to bring about the flotation of a company to take over their interests.

7. What was the date of the document?—The 27th January, 1911. I can hand the document in. This document provided for the price of the Mokau-Mohakatino Block. If it was freehold it was to be £81,000.

8. *Mr. Massey.*] That is, the 53,000 acres?—46,000 acres; 46,000 acres is the area we bought.

9. You bought from Mr. Herrman Lewis?—The company bought from Mr. Mason Chambers. The option over the leasehold was £56,000. If he could not, on the day of completion, provide the title to the freehold, it was to be £56,000 for the leasehold interest. In the document also there is the purchase-price of the mine, £45,000. That is on the other side of the river.

10. That had really nothing to do with the Mokau-Mohakatino Block?—No, except that it fixes the capital of the company, and concerns this company in that the shares which the Native owners got apply equally to the mines.

11. *Hon. Mr. Ngata.*] It applies to the mine on the other side—not on Native land?—It is on Native land, but not on the Mokau-Mohakatino Block. It belongs to the owners of the Mangapapa Block, and reverts to the Natives ultimately. There was an option also from Mr. Fraser over two steamers, called the "Tainui" and the "Manukau." They are outside of this, of course. The agreement, which is dated the 27th January, between the parties has a memorandum fixing the commission of the agents. That was executed in duplicate, and on the copy that I am handing to you there is nothing further, but on the other copy there was a further memorandum put on at a later date, of which I have a typewritten copy. This I will hand in.

12. *The Chairman.*] Is it certified?—I can get it certified; in the meantime it is not. It reads, "In consideration of the within-mentioned Herrman Lewis granting certain extended time for the completion of the within-recited option, and in consideration of the said Herrman Lewis agreeing to hand over to the company all offers, options, and other documents relating to the property, we the vendors agree to the issue by the company to Thomas Mason Chambers of an additional four hundred shares of the nominal value of £10 fully paid up, to be held by the said T. M. Chambers until the completion by the said Herrman Lewis of his undertaking aforesaid." That is signed by Mr. Mason Chambers and Mr. Loughnan. Mr. Loughnan had signed as attorney for Mr. J. A. Fraser, one of the parties to the agreement, and this is a further memorandum on the option, by which the purchase-price was increased by the sum of £4,000, making the total purchase-price £85,000. [Document handed in.]

13. *Mr. Herries.*] What was the date of the memorandum?—The 9th February. Then the company was registered on the 18th March. I was appointed chairman at the first meeting. The meeting was held on the 29th March. I think it was at that meeting that I was appointed chairman.

14. *The Chairman.*] Was it held at Palmerston?—I think it was at Palmerston. We met alternately at Palmerston and Hastings or Dannevirke. On the 15th April a resolution was passed authorizing the adoption of the agreement and the payment to Mr. T. M. Chambers of £85,000. That amount was afterwards paid through our solicitor, who handed in to us a statement, of which this [document produced] is a copy, showing how he had disposed of the £85,000.

The Chairman: This is the statement:—

"The Mokau Coal and Estates Company (Limited) in account with T. M. Chambers, Esq.

		£	s.	d.	£	s.	d.
"*Dr.*	To purchase-money of Mokau-Mohakatino Block ...				85,000	0	0
"*Cr.*	Paid Travers, Russell, and Campbell, first and second mortgagees	44,221	1	6			
	,, Maori Maniapoto Land Board	25,000	0	0			
	,, survey liens and other encumbrances cleared	1,469	8	3			
	,, cheque to Findlay, Dalziell, and Co. for balance due to Herrman Lewis ...	3,809	10	3			
	,, shares held by T. M. Chambers... ...	8,000	0	0			
	,, shares to Maori Land Board	2,500	0	0			
		£85,000	0	0	£85,000	0	0

"June 13, 1911."

Witness: In connection with that statement, you will notice that the £2,500 worth of shares that go to the Maori Land Board came from Mr. Chambers. They are included in the £85,000. I suppose I can refer to what I have seen in the papers as evidence. Mention has been made of a mortgage to certain named parties, of whom I am one, and apparently it could not be explained to the Committee.

15. *Hon. Mr. Ngata.*] You mean mortgages by Mr. Bowler?—Yes. When we made our arrangements with the bank we paid Mr. Mason Chambers in cash and fully-paid-up shares, as per agreement, completely clearing us of all liability to him. To enable that large sum of money, and others also, to be obtained, we made arrangements with the bank under which certain of the directors guaranteed the account so as to enable the company to draw. Some of the guarantors asked that before signing the guarantee they should get security over the assets of the company in the event of the bank calling upon them to pay, and to enable that to be done the directors, thinking it was a reasonable request, made arrangements for a mortgage to be executed guaranteeing the directors; and at a meeting in Dannevirke on the 11th May a resolution was passed authorizing the chairman, one director, and the secretary to impress the seal of the company on a memorandum of mortgage, and mortgage debentures, and all documents required for giving security to the guarantors or the bank in respect of all financial accommodation required for financing the various purchases and undertakings of the company. I presume that is the mortgage that has been referred to here.

16. *Mr. Herries.*] Do you know what the amount of the mortgage was?—I could mention it. I do not object to disclosing the business of the company, but it is purely a private matter. The amount of the mortgage, I think, is £75,000. That is subject to correction. I may say that during the whole of that time I had no communication whatever with any member of the Ministry, either Sir John Findlay or Sir James Carroll, upon the subject, and never discussed it with any of them until after the statement made by Mr. Massey, when I asked when the Committee was going to be set up, and so forth. No person was authorized by the company to represent them

before the Natives in any transactions with the intermediate buyers in coming to any settlement. We issued no authority to any person to represent us.

17. Have you got the prospectus of the company or the articles of association?—I have the form, but not the one that is registered. This is a copy of the memorandum of association. [Document produced.] It being a private company, there was no prospectus.

18. Do you certify that this is a correct copy?—It is a carbon copy of the original. I want to hand in now a list of the shareholders to-day. It is signed by the secretary. It shows the contributing shares and the fully-paid-up ones in parallel columns. [Document handed in.] The document showing the original signatories is filed. In coming away I did not get a copy. I can get it if desired.

19. *The Chairman.*] Is that all the statement you wish to make?—Yes.

20. *Hon. Mr. Ngata.*] You have not inspected all this land yourself, have you?—No. I was once at the Mokau, but did not think then that I should have the interest which I have now.

21. Were you ever approached by any of the Natives, or any person purporting to act for them, during the negotiations prior to the company acquiring these options?—No, I never saw or heard of them.

22. Did you meet a Mr. Hardy?—No. I may have met him, but I do not know him by sight. I have met no one, excepting the agents, that I can recall.

23. Did you have any direct communication with Mr. Lewis?—No; I only met him once in my life, after the sale was over. We came down in the train together.

24. Was that in March?—Yes, I think it would be about March.

25. What sale do you mean?—I mean, after we had bought the property.

26. That was after the freehold was acquired from the Natives?—Yes. In the meetings that took place between Mr. Mason Chambers and Mr. Herrman Lewis in Palmerston North I had no interest.

27. The man that the company was dealing with all this time was Mr. Mason Chambers?—Yes.

28. You had nothing to do directly with Mr. Herrman Lewis?—No. Only with Mr. Mason Chambers and Mr. Fraser. The company bought the other part—the mine—from him (Mr. Fraser).

29. Do you know anything about this payment of £2,500 in shares to the Natives?—I heard them refer to it. I understood it was something that cropped up after the vendors had made their calculations with us, and I heard of them complaining that they had to pay it. We did not pay it; the vendors found it. It is only in that connection that I heard about it.

30. In arriving at the value of £81,000 for the freehold of the Mokau-Mohakatino Block, apart from the Mangapapa Block, how was the company guided?—£85,000 was the amount; £4,000 was added on afterwards. Mr. Mason Chambers was over the ground himself, and he had with him Mr. J. A. Fraser, who had no interest in the Mokau-Mohakatino Block. He is an expert bushman, and his capacity for valuing properties is considered very good. Mr. Mason Chambers, of course, is a practical man too. It was more Mr. Mason Chambers's own views on the value of the land that influenced me. I do not know, of course, about the others. I only came to be chairman because I happened to be living at the place where the company's office was.

31. Are you quite sure that the shares which the Natives hold include an interest in the mine?—Oh, yes. They are shares in the company. If they do not include an interest in the mine, then my own shares do not. We paid £45,000 for the mine and the other interests around the mine. There is a lease over 1,400 acres.

32. *Mr. Massey.*] It is a leasehold interest?—Yes.

33. *Mr. Seddon.*] Did you at any time approach any member of the Government about the purchase of this block?—No, I never mentioned it until I asked them when the Committee was going to be set up.

34. You never saw the Native Minister about it?—No.

35. You have seen the newspaper references to your connection with this block?—Yes.

36. And to your leasehold proclivities?—Yes.

37. What inference did you draw?—The inference that was conveyed to me by people reading it and coming and asking me questions was that by some means that I should not be proud of I had brought about a condition of things under which I held a property that was going to return me a large profit; and that, as I had been formerly a colleague of the two gentlemen mentioned, that relationship had enabled it to be done.

38. That was the inference that you drew from it?—No; that was the inference the public were drawing and speaking to me about.

39. You never said at any time that a freehold tenure was one that a person should not acquire?—No. My own land is held on freehold tenure.

40. *Mr. Herries.*] You say that the company purchased only 46,000 acres?—Yes.

41. You are aware that there was more than that purchased from the Natives?—I see by the papers that there was more than that.

42. Do you know what became of the balance?—In the original Mokau Jones Block there are a number of sections, I see by the map, that have tenants in possession of them. We did not get any of these. They are not included in our purchase.

43. Was there any agreement that any land should be left in the hands of the vendor, Mr. Herrman Lewis?—I only know that document—the agreement with Mr. Mason Chambers. I did not follow the thing up any further.

44. I see there are some mortgages paid off with this £85,000—mortgages for £44,221. Have you any knowledge of what those mortgages were?—Only to this extent: that the Mokau Jones interests having come into the hands of Mr. Herrman Lewis, and Mr. Lewis having obtained money on them and then having disposed of these interests to Mr. Mason Chambers, who disposed of them to us, solicitors representing all the parties concerned came together, and the whole of

the transactions by which every one was cleared off all took place at one time. I presume that these were mortgages on the title which our solicitor required to be cleared off before he paid the money.

45. That is practically the amount that went for Mr. Lewis's interests—for the lease?—For all the interests which Mr. Chambers sold to us. Mr. Lewis may, for all I know, have secured other interests which he did not sell to Mr. Mason Chambers.

46. The "balance due to Mr. Herrman Lewis" is stated at £3,809. What I want to know is, Where does the term "balance" come in?—I presume this is it: there are so-many fully-paid-up shares to go to the Natives; there is a certain sum to go to Mr. Mason Chambers; there is a certain sum to pay off mortgages: those items have to be deducted from the £85,000, and then the balance naturally would have to be paid over as directed by Mr. Mason Chambers.

47. This is termed the "balance due to Herrman Lewis," is it not?—Our solicitors would pay it by direction of Mr. Mason Chambers. That is a copy of his own statement to us—that document that you have there.

48. "Cheque to Findlay, Dalziell, and Co. for balance due to Herrman Lewis, £3,809." The £44,221 represents Hermann Lewis, or mortgages owing by him?—I could not tell you. It was a very intricate transaction, and we relied entirely on our solicitor to give a certificate that he had disposed of the moneys—the £85,000—which we gave him a cheque for.

49. Who is your solicitor?—Mr. C. A. Loughnan.

50. Is he the secretary and the solicitor?—No, he is not secretary. Mr. J. M. Johnston is secretary.

51. You paid £85,000 to Mr. Mason Chambers?—Yes, including the fully-paid-up shares.

52. And £45,000 to Mr. Fraser?—Yes. Part of the £45,000 is in mortgage and £20,000 in cash. That is for the coal-mine.

53. Those sums, added together, make £130,000?—Yes; that is what we had to find at the bank.

54. How is it that your company is only floated with £100,000 capital?—I think the Hawke's Bay men we had on board were sufficiently strong to enable them to deal with us.

55. You did not pay Mr. Mason Chambers altogether in cash: he took so-many shares?—Yes.

56. The total amount you have actually paid for the two propositions is £130,000?—Yes, and it is all paid too. There is only one mortgage over the property.

57. The Chairman of the Maori Land Board holds the title?—So Mr. Loughnan informs me.

58. Did you know of that arrangement when you became chairman of the company?—No.

59. When was that arrangement entered into?—It was reported to us when Mr. Loughnan handed in this statement as to how he had disposed of the money—either on that date (13th June) or a day or so following.

60. Do you know when the mortgage deeds were signed, from the President of the Maori Land Board to yourself?—On the 11th May we were authorized to attach the seal of the company to the mortgage by the company to the men named. It would be after that date.

61. That is a different mortgage, is it not? There is a mortgage from Mr. Bowler to the men named?—I cannot tell you the date of that mortgage. I was not there at the execution of that. I was speaking of the mortgage which we executed under the resolution of the 11th May.

62. *Hon. Mr. Ngata.*] The mortgage to the Bank?—To the guarantors—to secure the guarantors.

63. *Mr. Herries.*] What mortgage was that?—A memorandum of mortgage and a mortgage debenture to secure the guarantors in respect of any calls they may have to pay.

64. The mortgage that I am asking about is one by the President of the Maori Land Board?—I cannot tell you about that.

65. The President mortgaged a portion of the land to some gentlemen among whom was yourself?—Yes.

66. Do you know anything about that mortgage?—No. It is evidently an arrangement of the conveyancing men when they were fixing up a settlement of affairs.

Mr. Dalziell: I can explain that later on.

67. *Mr. Herries.*] This other mortgage for £75,000 is quite a different thing?—Yes. That is the one we were authorized to put the seal of the company on.

68. What is the position of the title to the land now? You have no title?—No, so I am advised by the solicitor. We have to get all the land disposed of within three years. We can cut it up into blocks under the Native land laws and nominate to the President of the Board, I understand, people who, if they can make the necessary declaration, will get the title.

69. Have you any agreement with the President of the Maori Land Board?—Not to my knowledge.

70. Supposing he refuses to sign?—Well, unless our solicitors have provided that we can force him by law, I do not know of anything.

71. Supposing he arbitrarily refuses to sign?—I am speaking as a layman on that point. Unless there is some provision by which, under the Order in Council, we can compel him, I do not know how we can proceed.

72. Is that not a peculiar position?—The whole position is a singular one. The company is satisfied with the assurance of its solicitor that everything is in order to enable us to carry out the disposal of the land.

73. If Mr. Bowler chooses to sell the land and go off with the funds you have no remedy?—I do not know. That is a legal point that I am not qualified to express an opinion upon.

74. Has Mr. Bowler got any shares in the company?—Unless Mr. Mason Chambers or some other person has transferred them to him, I do not think he has.

75. In this list of shareholders which you put in I see there is an E. R. Bowler?—That is a solicitor in Gore.

76. *The Chairman.*] You were formerly Minister of Lands?—Yes.

77. Did you know a Mr. Kemp Welch who came out from London?—I may have met him. I cannot recall the circumstance of meeting him.

78. Did he not have some transactions with you, as Minister of Lands, in connection with this block?—There were parties who applied to me, as Minister of Lands, in connection with this block. What their names were I could not at present say. There was one application came in to me, speaking from memory, to have the block purchased, and the application was referred to the only purchasing Department I presided over—the Land for Settlements Department; and I think the Land Purchase Officer or the Crown Law Officers advised that the Government could not use Land-for-settlement funds to purchase Native land, and I think the applicant was informed of that.

79. If there is any document—for instance, a letter from myself to you in regard to an offer made by Mr. Kemp Welch to sell the property to the Government—would that be on the file?—Yes, you should get that. Mr. Ritchie should have that, and my letter in reply. It was my custom, if I replied myself, to send a carbon copy of my reply along with the original letter down to the Department that was affected. You should find on the Land for Settlements Office's file that letter and any reference to the Crown Law Officers and their reply.

80. At that time it was Mr. Barron who was Land Purchase Inspector?—Yes.

81. Have you any recollection of the price at which Mr. Kemp Welch was willing to dispose of Flower's interest?—No, not from memory. My recollection is that it was a case where we had no legal power to purchase.

82. Have you any recollection in this direction: that the Land Purchase Inspector, Mr. Barron, took up the attitude that if the Government attempted to purchase the property they would land themselves in serious financial liability?—I have no recollection of that.

83. *Mr. Massey.*] You have personal knowledge of the fact that the freehold interest was purchased in the first instance by Mr. Herrman Lewis under Order in Council?—I understand so.

84. Then by Mr. Lewis it was sold to Mr. Mason Chambers?—Yes.

85. And by Mr. Mason Chambers to the present company of which you are chairman?—Yes.

86. As to the price, you have told us that the company paid Mr. Mason Chambers, in shares and cash, £85,000?—Yes.

87. Would you mind repeating the area which the company purchased from Mr. Mason Chambers?—46,000 acres, so I am informed.

88. Are you aware that Mr. Lewis purchased the whole block of 53,000 acres?—I understood he had purchased more than what was disposed of. I understood that he only disposed of the land outside of that occupied by tenants.

89. Then he apparently held this 7,000 acres for himself?—So far as I knew to the contrary.

90. The point, of course, is that in calculating the value of the block one would require to add the value of the 7,000 acres to the £85,000 which has been paid?—Yes, I see the point.

91. When did you say the company was registered?—18th March.

92. Are you aware that the sale to Mr. Herrman Lewis was not confirmed by the Maori Land Board until the 22nd March?—I understood that.

93. So that the company was really formed some time prior to Mr. Herrman Lewis receiving his title?—Yes. The option specified what would happen if they could not get the freehold. The leasehold was under option to us.

94. Does the company—I do not want to press this question—intend to develop the minerals in the block?—No decision has been come to about the minerals. At the present moment the Scenery Preservation Board has put a Proclamation along the river-bank for something like thirty miles, and the Engineer representing that Department is up there now with the surveyors setting out what portion inside this reserved belt they are going to retain. I came down after the Proclamation was issued and asked them to see that in taking land for scenic purposes they allowed access to the river from the farms that were being cut up, and they agreed to see that each section had a frontage to the river. In regard to the minerals, the directors have not considered the question at all yet.

95. They have not finally decided whether they will retain the mineral rights or not?—No; but the company is also a mining company, and our interests in the mine on the other side is a forty-years lease, and I presume that at the least we shall retain sufficient minerals to secure the working of the company. Might I mention a point which I forgot? In the telegraphed report of Mr. Massey's speech there is this paragraph: "Since then, he understood, a syndicate had been promoted to secure a further area of some 17,000 acres, making a total of about 70,000 acres. Why was this syndicate permitted to secure this large area? Why was not a sufficient area reserved for the use of the Natives? Not a single acre had been reserved for the Natives. Why was not the land submitted to auction or sold by tender? He intended to press for an inquiry as to how the land was allowed to pass into the hands of speculators."

96. Is that the Press Association report?—Yes.

Mr. Massey: The Press Association report was not correct.

Witness: We never purchased the freehold of any area of 17,000 acres.

Mr. Massey: That should be "leasehold."

Witness: But it is not correct even if you substitute "leasehold" for "freehold."

97. *Mr. Massey.*] Is it not correct that the company have purchased the coal-mine and 14,000 or 15,000 acres on the other side of the river?—No. I will explain. What we purchased on the other side of the river is a lease of forty-two years, and surface rights of 1,400 acres with the coal-mine on it. The remainder of a total block of 12,000 we have only the coal and oil rights over for forty-two years, but we have not the surface rights. So that we have the mineral and oil rights of an area of 12,000 acres for forty-two years, when the land reverts to the Natives; and we have the surface rights of 1,400 acres of that 12,000 acres.

98. *The Chairman.*] You are aware that a number of settlers up there have subleases of this block from Flower?—Yes.

99. What right has your company over those subleases—any at all?—We have none.

100. In the event of your company not complying with the memorandum of agreement so far as cutting up and roading is concerned, what will be the position?—Well, I understand that it will be taken over by the Native Land Board if at the end of three years we have not disposed of the land. As a matter of fact, however, we have a contract let, and there are five parties of surveyors at it now, and we will have all sold before the 31st March next. The instructions to the surveyors are that we want everything to be in the market and off our hands before the 31st March.

101. *Mr. Massey.*] You know, of course, that the Maori Land Board may extend the term?—Yes; but we are not going to ask them to extend it.

102. *The Chairman.*] Then surveyors are at work at present?—They have been at work for the last three months. The contract is that the last of it is to be in the market on the 31st March.

103. Will the rights of those sublessees whom I mentioned just now be preserved absolutely?—Yes. We are outside that absolutely. We have nothing to do with the land that is sublet. We have, however, to make our roads through their ground, and it will be opening up their land for them. They will come out of it very well. [The witness handed in several documents referred to in the evidence.]

THURSDAY, 7TH SEPTEMBER, 1911.

FRANK RATTENBURY sworn and examined. (No. 12.)

1. *The Chairman.*] What are you?—A storekeeper at Tongaporutu.

2. Have you seen this paper which has been published about the Mokau-Mohakatino Block?—No.

3. Have you seen anything published in the newspapers concerning it?—Yes, I have seen a little.

4. Mr. Massey has requested that you should be present to give some evidence to the Committee in connection with the matter. Are you prepared to make a statement or submit yourself to examination?—Either—I am not particular.

5. *Mr. Massey.*] I have asked that you should come along to give us what information you have about the Mokau transaction, and I have done so after receiving your letter of August last?—Yes.

6. Are you personally interested in the Mokau Block?—My wife is—she is one of the owners.

7. Have you any other relatives interested in the block besides your wife?—Yes, plenty of relatives of my wife.

8. *Hon. Mr. Ngata.*] What is your wife's name?—Merangi Taramau.

9. *Mr. Massey.*] Were you present at any meeting or meetings at Mokau of the owners of the Mokau Block to consider the proposed sale to Herrman Lewis?—I was at every meeting.

10. Were there several meetings?—Three or four, I think, but not for the sale of the land. The meetings were for the purpose of arranging about opposing the sale of the land.

11. That is to say, the Natives decided to oppose the proposed sale?—Yes.

12. Were there many Natives present at the first meeting?—I think the second meeting was the biggest.

13. How many were present at the second meeting?—There must have been close on a hundred and fifty or two hundred, roughly speaking.

14. And were they all interested in the Mokau land?—Yes.

15. Some of them indirectly—they were not all actual owners, but relatives of actual owners?—Yes.

16. Was the proposal discussed?—Yes.

17. By whom was the proposal laid before the Natives?—By Pepene—that was before the sale.

18. Pepene was inclined to sell?—Yes.

19. He is himself an owner, or his wife?—His wife is.

20. Was his proposal well received by the other Natives?—No.

21. *Hon. Mr. Ngata.*] Will you tell us the date of that meeting?—I am not sure.

22. What month was it?—I could not tell you that.

23. *Hon. Sir J. Carroll.*] Was it a private meeting of the owners?—Yes.

24. *Mr. Herries.*] Was it before or after the assembled meeting of owners?—After.

25. *Mr. Massey.*] It was after the assembled meeting of owners held at Te Kuiti?—Yes. It was the third meeting that Pepene was at and opposed the sale.

26. Was Pepene not present at the second meeting?—Yes, I think he was.

27. *Hon. Sir J. Carroll.*] Where was it held?—At Mokau. I think it was at the third meeting.

28. *Mr. Massey.*] Was that the most important meeting?—Yes; that was when they opposed the sale—that was the biggest crowd.

29. And the Natives were generally opposed to the sale?—Yes.

30. Were there many supporting Pepene in his proposal?—No, none of the Mokau people.

31. Was there much talking and speech-making?—Certainly.

32. *Hon. Mr. Ngata.*] Do you speak Maori?—Yes, a little.

33. *Mr. Massey.*] What was the purport of the meeting?—Pepene said, "You come to Wellington and fight the same as I do. You will find a great wall. I cannot get over it. You come down and try, and if I can help you I will." That was what Pepene said when he went away.

34. Do you mean Pepene left the meeting?—Yes.

35. I want to know what decision was come to at the meeting. Did they agree to any resolutions or arrive at any understanding?—Only that the Mokau people opposed the sale.

36. The general understanding was that they were nearly all opposed to the sale—it is correct to say that?—Yes.

37. Did they arrange to place the case in the hands of any agent or agents?—It was at that time in the hands of Mr. Hardy, of Te Kuiti.

38. It was understood he was to act for the Natives?—That is so.

39. And was he instructed to oppose the sale?—Yes, certainly.

40. Would you mind telling us what happened after that?—They went away to Te Kuiti, also Mr. Hardy.

41. *Hon. Mr. Ngata.*] What time was this meeting held—I would like some idea?—I could not even tell you that from memory.

42. *The Chairman.*] Was it this year, or before Christmas last?—Yes, I think it was this year.

43. You might refresh your memory later on?—Yes; the man with the information has not arrived with the papers this morning, or I should be able to tell you.

44. *Mr. Massey.*] I omitted to ask you whether Mr. Hardy was present at that meeting at Mokau when Pepene was there?—No, he was not there.

45. But you said they went back to Te Kuiti: whom do you mean by "they"?—Pepene.

46. Now tell us about the instructions and arrangement with Mr. Hardy?—He was employed really as agent. We subscribed about £42 to pay expenses. That was for Tuiti, Damon, and Mr. Hardy to pay expenses to go to Auckland. We never heard a word from Hardy since, except when he came down after the sale to pay out the moneys to our side.

47. Mr. Hardy never communicated with the Natives after that?—That is so.

48. You are quite clear that Hardy had definite instructions to oppose the sale?—Yes; they all signed to that effect in Mokau.

49. Is the document in existence?—I think Paereruku is at Otaki. If he had been here this morning I could have got all the dates of the meetings and everything required.

50. Did the Natives express any opinion when they heard the land had been sold?—Yes, they were very much dissatisfied.

51. And angry?—Yes, certainly.

52. Did they object to the price for which the land was sold?—Well, most of them did—in fact, all of them did.

53. They were not anxious to sell?—No.

54. They wanted to keep the land?—Yes.

55. Have they received payment for the land?—A lot of them have now, but my wife has not, nor Ngawhakaheke, Te Oro Watihi, and Te Awaroa.

56. Did you hear of any proposed deduction from the purchase-money of 10 per cent.?—Yes.

57. Were the Natives willing to pay it?—No.

58. Were you given to understand what the 10 per cent. was intended to meet?—To pay the expenses of some people.

59. Which people?—I understood Hardy and Pepene—the two combined.

60. Did your wife and the other Natives concerned think Hardy's conduct satisfactory in this connection?—No, they were very much dissatisfied.

61. *Hon. Sir J. Carroll.*] What is your wife's objection to the sale?—Mostly, I think, because Te Oro Watihi said he never signed the lease. My wife succeeded to a share, and is a niece of Te Oro Watihi.

62. *Hon. Mr. Ngata.*] Do you know whether he has got any other name?—No. Te Oro Watihi has always been his name.

63. He does not appear under that name in the list?—I do not know that.

64. *Hon. Sir J. Carroll.*] That was the ground on which your wife dissented from the sale, that some of her elders had not signed the lease?—Yes.

65. It was with a view, then, of testing the lease that she held out?—Yes, that is the position.

66. So as not to prejudice her position?—Yes, and the old gentleman's.

67. Can you tell me how many there are now who have not received the purchase-money?—Te Oro Watihi, my wife, Ngawhakaheke, and Te Awaroa—those four in my district.

68. Was not the object of the first proposition when the Natives were called together to endeavour to raise money to carry on the action in the Supreme Court to upset the leases?—Yes, that was understood; and they gave certain blocks of land as a guarantee—namely, Papakauri and other lands at Mokau.

69. Were you aware after that effort was made to raise the money that those blocks were handed over?—Yes, it was left to Hardy and Tuiti.

70. Did Hardy tell the Natives that he was unable to finance on the lands—that he could not raise the money?—I think he did—I think it was sent through to some of them by message.

71. That he could not raise the money necessary to carry on the action?—Yes.

72. On the security of the lands which it was agreed to by the Natives should be submitted for that purpose?—Yes.

73. Did the Natives then realize that the failure to raise the money necessary meant that they could not go on with the case?—Yes.

74. And was it not then and only then that they considered any proposals for sale?—No, they still opposed the sale—they would not sell the land.

75. You mean a section of them when you say "they"?—Yes, at that time the whole of the Mokau.

76. At the first time while the proceedings were under consideration as to testing this lease the whole of the Mokau people were against any proposition for sale—they would not entertain any proposition for sale?—No, they would not.

77. While dealing with the position in regard to taking action in the Supreme Court?—Yes.

78. When they removed to Te Kuiti after they knew the money could not be raised and subject to the proceedings being taken, how many were left living in Mokau—did not a great number go to Te Kuiti?—I think Wetini and Tere may have been present. A few went from Mokau to Te Kuiti.

79. And how many were left at Mokau?—Just a few old people. They were all big owners. And the grandchildren had to do likewise.

80. The old people were left behind—it was not convenient for them to travel?—Some were too old to travel.

81. And some young children?—Well, a few of them. I know Taramau was one there.

82. He could prove they went to Te Kuiti?—Yes.

83. Were there any proxies obtained by the agents from the different owners for representation?—I could not say. This old gentleman Te Oro Watihi was not, and my wife was not.

84. You could not say what proxies were obtained from the owners?—No, but Te Oro Watihi signed one agreement with Hardy.

85. But you heard of proxies being obtained from owners who were not likely to be at Te Kuiti?—Yes, I heard that. That was done at Te Kuiti.

86. At the beginning of these proceedings were not the owners of the Mokau lands divided into two sections?—It was simply Te Kuiti against Mokau.

87. But there was a division amongst the owners?—Yes.

88. One section being desirous of selling and the other section against the sale?—Yes.

89. You could not say, in round numbers, how many belonged to each party at the start?—No, I could not, not from memory.

90. There are four blocks, are there not?—Yes, four blocks.

91. In some of the blocks the sellers would be in the majority, would they not?—Yes, I think they were.

92. And in some of the other blocks the non-sellers would be in the majority?—Yes.

93. In 1F, for instance, which is the largest block of the lot, the majority were sellers?—Yes.

94. And in 1H, which was a valuable block, the non-sellers were in the majority?—Yes.

95. Now, what is your opinion of the value of that land: have you been all over it?—Yes, I have been alongside it for twenty-two years. I know the land pretty well.

96. You have been over all the subdivisions?—Yes, pretty well.

97. What is your opinion of that land?—Some good land and some rough.

98. What would the rough part be—the greater portion of it?—I think from 10,000 to 12,000 acres—what I call pretty hilly, steep.

99. What value do you put on that?—That is a matter of opinion. I should say about 10s. an acre.

100. And there is land again of less inferior quality—that would be the very hilly part?—Yes, I am speaking of the rough ridges from Mokau to Mohakatino.

101. There would be portions again of a little more value?—Oh, certainly.

102. How would you classify it—into three classes?—I do not think there is any country so rough as that. I should call it first- and second-class land.

103. Then, less 12,000 acres, the whole block is first-class land?—Yes.

104. What would you give for it?—For the freehold straight out?

105. Yes?—If the leases were out of the way I would give from £1 5s. to £1 10s. an acre.

106. With the leases, what would you give?—About 10s.

107. What the Maoris got?—Yes.

108. What areas would you think it fit for cutting up into?—Some 400- or 500-acre sections.

109. That would be the portions along the river?—Yes.

110. How much of that would there be—what proportion?—That I could not say.

111. Is it easy country to road?—No. Mokau is a bit awkward. This side of the river had a good road to it.

112. Supposing you were going to cut it up into small holdings of 500 acres, you would have to road it?—You would have to follow the road on each side.

113. Would it be easily roaded?—Yes, I think so. Mokau could be fairly well roaded.

114. But when cutting it up into sections of 500 acres?—No, it would not be good to road—it would be expensive. You get tracks, but when you go to the high country I do not think you have the distance to get the grade there in some places.

115. Is not the objection on the part of some of the old people to the sale based on their principles of Te Whiti-ism and Tohu-ism?—No, simply that they never signed the lease.

116. But are there not some of the old people who would not sell or sign anything because of their belief?—Yes, there are the three I have mentioned—that was why they never signed the lease.

117. Is Te Awaroa a Te Whiti-ite?—Yes.

118. Do you not know there is a very strong creed not to sign anything?—Yes, although this old gentleman, Te Oro Watihi, signed a lease since Te Whiti died.

119. There are three or four who refuse to sign anything in regard to the disposition of land?—Yes.

120. With regard to Mrs. Rattenbury, she succeeded one of her elders who had not signed the lease?—Yes.

121. With the hope that that might——?—Be worth 30s. instead of 10s.

122. And that the land was still not subject to the lease?—Yes.

123. It was free?—Yes.
124. And on that ground she would not sell at 10s.?—Yes.
125. She disclaims any effect in the leases over her interests?—Yes.
126. She claims that her interest is not subject to the leases?—Yes.
127. That is the ground upon which she refrains from entering the proposal of sale?—Yes.
128. *Hon. Mr. Ngata.*] When you speak of the Mokau settlement where the Maoris live, do you include Mahoenui?—It is three hours' ride—it is really Mokau.
129. Where do most of the owners of the block live?—That depends where they are at times—they are all over the place.
130. Would you say that the owners living at Mokau, exclusive of Mahoenui, owned the majority of the interests in this block?—No, they did not—they were part-owners with the Otaki people.
131. Those actually at Mokau do not represent the majority of the interests?—I do not think they do.
132. Do you remember a meeting being held at Mahoenui somewhere about the third week in March?—I heard of it, but was not there.
133. You heard that that was the meeting which finally decided the sale?—Yes.
134. Do you know after that time that Hardy was at Mokau?—I do not think so.
135. We heard in evidence yesterday that he was in Mokau after the sale?—I do not think he was.
136. What interest has your wife in the block?—Only a small interest.
137. I find she has 56 acres in 1F and 14 acres in 1J?—Yes, only a small interest. I know they offered her something like £52.
138. For the whole of her interest?—Yes; the cheque was offered to her for £52, but she rejected it.
139. Do you recollect the papers being signed when Mr. Hardy or Damon visited there?—Only to oppose the sale of the block.
140. Are you sure they were to oppose the sale of the block?—Yes, and to give a guarantee to provide funds to fight the case in the Supreme Court.
141. Do you not know that the papers that were signed were authority to the solicitors to take the case on?—Yes, Hardy was simply their agent.
142. And those were the papers they signed, to authorize the action to go on?—Yes.
143. Not to oppose the sale?—Yes, to oppose the sale.
144. Are you sure of that?—Oh, yes.
145. You could not put those two things in one document?—They were opposed to the sale.
146. But the document was not an authority to oppose the sale—it was an authority to the solicitors to carry the case on in the Supreme Court?—Yes, to fight the leases, not to sell.
147. You were not present at any of the meetings at Te Kuiti?—Not one.
148. *The Chairman.*] Has your wife an interest in other lands outside the interests she holds in the Mokau-Mohakatino Block?—Yes, various interests.
149. In regard to the 10-per-cent. deduction, would that also include the cost of provisions for such a large number of visitors who were at the kainga where the meeting took place?—That was outside of that.
150. How many Natives belong to the kainga at Mokau?—It is a hard thing to guess how many—there are thirty to forty.
151. But the 10-per-cent. expenses does not include the cost of provisioning such a large number of visitors from all parts?—No.
152. You know the road right into Ohura?—Yes.
153. You go there frequently: could you give me the distance to Ohura through Whitten's place?—Somewhere about forty miles.
154. Have you been from Waitaanga to Maungaroa?—Yes, only once, but it was all burning road then.
155. Would you be safe in saying that it would be from fifteen to sixteen miles from Waitaanga to Maungaroa?—Yes, all that.
156. Then if the railway comes out at Maungaroa it is fifteen or sixteen miles away?—Yes.
157. In regard to roading, you are conversant with the trouble and expense of roading?—Yes, certainly.
158. You know the trouble in connection with the Okau Road?—Yes.
159. And you know Blanchard's Bluff?—Yes.
160. It would cost a lot of money to get a road through there?—Yes.
161. Is not a lot of the land sandstone and papa on this Mokau Block, and difficult to road?—Yes, some spots are bad, but a lot of patches are good.
162. Speaking of the roads in Mokau district generally, it is very expensive to road?—Yes, there it is.
163. In reference to the sublessees, have you any idea what area Mr. Walter Jones has at the present time, where the homestead is?—Close on 300 acres, I think. I have not gone into the area of the sections myself—that is a rough guess.
164. That is what you would term the better-class land?—Including the coast-line with a section of the other land it is good average.
165. Do you know what Eglinton held at Mohakatino, now held by Bayly?—Yes, there must be about close on 1,000 acres, roughly.
166. That also is good land?—Yes.
167. Those two instances I have given of the sublessees over which this company has no rights whatever for 27½ years, that land as compared with the upper reaches is the best land?—If it is not the best it is good average.

168. *Mr. Massey.*] In regard to the value of the land, do you know that the present company has practically paid £85,000 for 46,000 acres?—Yes, I heard so. I saw it in the papers last night. That was the first I heard of it.

169. Do you think that is the approximate value?—I think it is a big price, but we have different opinions.

170. You know all the Natives who are interested in the Mokau Block—you know a lot of them personally?—Yes, all the Mokau and a lot of Te Kuiti Natives.

171. Have most of them got other lands left besides the lands recently sold?—I think so.

172. I think you said that your wife's father had not signed the lease and that there were others in the same position?—Te Oro Watihi is an uncle of my wife's, and she succeeded to the share of an elder brother of Te Oro.

173. Did those Native owners consider they were entitled, not having signed the lease and not consented to the sale, that they were entitled to have their shares cut out?—Yes.

174. That is the position they take up?—Yes.

175. And naturally consider it a hardship when they never consented to the sale to be left landless?—Yes, certainly.

176. *Hon, Sir J. Carroll.*] They had other lands?—I think most of them had got other lands.

177. *Mr. Massey.*] You know the country well, do you not?—Yes.

178. You know where the railway-station is intended to be placed on the new railway-line that is being constructed from the Stratford to Ongarue?—No.

179. Do you know the nearest point on the line to the block?—I do not.

180. You are not in a position to say what the distance is approximately?—No; it is very hard to guess a thing like that.

TE ORO WATIHI sworn and examined. (No. 13.)

1. *The Chairman.*] Where do you live?—At Tongaporutu.

2. Have you any knowledge of the paper which has been circulated in regard to the Mokau-Mohakatino Block?—Yes, I have seen it.

3. You have been summoned by Mr. Massey to appear before the Committee, and do you wish to make a statement or subject yourself to examination by Mr. Massey?—I will make a statement. The first statement I have to make is in regard to Pepene going to look into the trouble in connection with this Mokau-Mohakatino Block.

4. What date was that?—I do not know. When they came to Wellington the only result that was reached by them was sale, and I received a wire at Tongaporutu from Wellington sent by Takerei Kingi Wetere, of Waitara, to the effect that the best thing would be to sell, and I replied that I am not willing to sell.

5. What transpired after that?—Then Ngia Aterea opposed the sale and he was represented by Tuiti Macdonald, and they asked us, the Maori owners of the land, what were our wishes and what position we took up, and we, the owners, replied that it was much better for us to hold our land than to sell it. Tuiti said "Yes, it certainly would be much better that you should hold on to your land and not sell it." Tuiti's companions were Hardy, a European from Te Kuiti, and Tuhata (Mr. Damon), a member of the Te Atiawa Tribe. Tuiti then said, "All you people, the owners of this land, should sign a document to the effect that you intend to hold the land, and we signed to the effect that we would hold the land. Having signed the document to the effect that we intended to hold the land in our possession, we then signed another document to the effect that we were prepared to hand over for sale 800 acres of land to pay off the liabilities upon the Mokau-Mohakatino Block, the costs of the action, liabilities on the land, and payment for the agents, Tuiti and others. We signed that document also, and those were the two separate occasions on which we signed.

6. *Mr. Massey.*] Are you a large owner, or were you a large owner, in the block?—Yes.

7. Can you give us any idea of the area of your interest in proportion to the whole of the block?—I cannot say. I can give you the boundary.

8. Are you interested in the whole of the four blocks, or only one of them?—I know nothing about blocks or subdivisions, but I can say that I and others own the land from the coast up to Mangapohue and as far as Panirau. That is where my interest ceases.

9. Where did it start?—From the coast.

10. What distance is there from the coast up to Panirau?—I could not say how many miles it may be.

11. Well, you are quite clear that you were one of the largest owners?—I am absolutely correct in what I say—my ancestors are buried there.

12. Do you think you are the largest owner in the block?—I am.

13. You have not consented to the sale?—I have not.

14. And you have not received the money?—No, none.

15. Was there any sum of money offered to you?—No.

16. Were you never informed as to the amount of money you were entitled to receive if you agreed to the sale?—No one, either European or any other nationality, ever approached me and said, "There is so-much money for you," mentioning any particular sum, "if you agree to the sale."

17. *The Chairman.*] Were you present at the meeting at the Maori kainga at Mokau at which Mr. Hardy was present?—Yes, I called that meeting for the purpose of signing the document to hold the land.

18. *Mr. Massey.*] Were there many other owners opposed to the sale in the same way as yourself?—All the coast people were opposed to the sale.

19. Will you say how many there were?—Well, I could not give you the number at the present moment, but all the people along the coast opposed the sale.

20. Did you receive notice to attend any meeting of the assembled owners at Te Kuiti?—I did not attend and I got no notice; but the persons who went to Te Kuiti went actually from my presence, and when they got to Te Kuiti the document which we, the owners of the land, had signed signifying our intention of holding the land was altered and added to in such a way that the land was sold.

21. Did you give your consent to the alteration of the document?—I did not agree because that was a sale.

22. At the meeting at Mokau were any persons appointed to look after your interests and oppose the sale?—Yes, Tuiti and Ngaia Aterea and Hardy and Tuhata. Four persons who were owners of land were selected from among our own people to go to Te Kuiti with Mr. Hardy.

23. You are quite clear that those people were selected to oppose the sale of the land?—That was the object.

24. Did they oppose the sale of the land?—When they reached Te Kuiti and the Board or Court opened they took into their consulting-room Tuiti from Otaki and Ngaia Aterea from Mokau and Tuhata from Taranaki, and the fourth person present was Hardy, the pakeha.

25. Was he present?—This took place at Te Kuiti, and I heard from the people who came back from there.

26. Did those four stick to their original intention to oppose the sale?—They stuck to what they said that they had been sent there to represent us and oppose the sale.

27. Did Mr. Hardy continue to oppose the sale?—Well, they discussed the matter when the Board opened, and when they came out the result was a sale.

28. Were any reasons given to you for the sale having taken place after the Natives had decided to oppose it and having instructed Mr. Hardy in that direction?—No, nothing—simply the fact of the sale.

29. Did you sign the lease in the first instance many years ago to Mr. Jones?—Yes, I signed the first lease.

30. What block was that?—Mokau-Mohakatino; but I do not know the number of the block.

31. Seeing that you did not consent to the sale, do you consider that you are entitled to have your area of land cut out and handed over to you?—That is my desire. I do not know how many years Mr. Jones's lease has been in existence. I signed the first lease, but not the second one.

32. Were any proxies by the owners of the block given to the Natives who were to represent the Mokau residents at Te Kuiti?—There were four of the owners who went together with Mr. Hardy to Te Kuiti. I signed a paper to this effect that Te Tuiti was to voice my wish that I intended to hold the land.

33. Have you seen Mr. Hardy since the sale took place?—I have not.

34. Have you heard from him by letter or otherwise?—Neither by word or letter.

35. No explanation whatever?—Absolutely nothing done up to the present day.

36. Are there many of the Natives at Mokau or other owners of the block who consider that a hardship has been inflicted by the land being sold without their consent?—The position is this: that when those people came back from Te Kuiti there were none of the owners desirous to sell, and they came back with the money and put it in front of us and said, "There is the money and there is the price of your land: if you do not take it you will never see it again and your land will go."

37. That was when the representatives came back to Mokau?—Some considerable time afterwards. When they came back the first news was, "All the land has been sold, Tuiti has abandoned the original idea of holding on to the land and it is now sold."

38. Were the Mokau Natives who did not go to the meeting at Te Kuiti satisfied when they heard that the land had been sold?—They were not satisfied.

39. Were they angry?—Yes, they were angry about that.

40. Were there many of those people who were of the opinion that a hardship had been inflicted upon them?—All of the proper owners of the land.

41. Were any reservations made for the use of the Natives who owned the land?—The reserve was made before—at the time the Court dealt with Mohakatino-Parininihi. That was in 1882.

42. I understand that on the block which was sold were native burying-grounds: were they reserved?—I have heard no statement in regard to that. There was no suggestion of any such arangement being made at the time of the sale of which we were told.

43. You know of no reserves having been made?—There were two reserves made subsequent to the time of the original hearing. At the time of the leasing two portions were reserved out of the lease.

44. Are there not burying-grounds on the block that was sold?—Yes.

45. Was that land sold with the other?—We have heard nothing whatever about that. There was no Court sitting, and we have not been told of any arrangement made about reservations or anything else.

46. *Hon. Sir J. Carroll.*] You state that the Mokau people signed two documents, one was to hold the land and the other was pledging certain other lands as security to carry on the action in the Supreme Court?—Yes.

47. Was not that first document they signed an authority on their part to have the case taken up by a lawyer to contest the leases?—That is correct. Bell, the chief of the Wellington lawyers, was recommended by Tuiti Macdonald.

48. Mr. Bell had been interviewed by your representatives Hardy and Tuiti Macdonald?—Yes.

49. What word was taken back to them, that they should sign an agreement authorizing such action to be taken—that the great lawyer should take action on their behalf?—That is so. It was Tuiti and Hardy who brought that news to us.

50. And was that the first document they signed which you referred to?—That was so.

51. Then the second one was to pledge lands which they owned outside Mokau-Mohakatino to provide the funds—the ammunition?—That is so, yes. After the document had been signed this chief lawyer was to have come up to Te Kuiti himself.

52. You are not correct there, because he was not at Te Kuiti himself—you may have heard so?—That is what I was told.

53. Did you hear that the great lawyer was to appear at Te Kuiti on their behalf?—Yes, that is what I heard, and that he would then fire his gun, and that it was a double-barrel one.

54. Do you know whether that gun was fired in both barrels?—No, it was not fired.

55. Why did it misfire?—The want of powder (money) was the trouble, because the land had been sold.

56. Was it because they could not raise the money on the lands they had?—He was to bring with him his double-barrel gun and fire the law at them to prevent the sale.

57. But did they find the ammunition for the great lawyer?—Oh, yes, we gathered some powder to give him when we signed.

58. How much?—£40.

59. That was all the powder that they secured?—Yes.

60. Did you not know that this was a big cannon that the great lawyer was going to fire, and it required a lot of powder to fill it?—I knew it was a double-barrel gun that one man could carry in one hand. He said that his friend on the other side had already shot his gun at Te Kuiti, and that he would go up to Te Kuiti and fire both barrels of his gun in reply.

61. Do you mean by the illustration of the double-barrel gun that one barrel was to be directed against the leases and the other was to recover damages to the extent of some £10,000?—It was to shoot the lease and the sale, and kill them both.

62. One of the barrels, it has been said, was charged to fire on their behalf so as to recover money in payment for the losses they had been to on account of breach of covenants in the lease unfulfilled?—No.

63. Now, was there not a committee formed and appointed by them under the direction of their great lawyer to act on their behalf?—No; Hardy and Tuiti and Tuhata were under the direction of this great Wellington lawyer.

64. But those owners appointed and authorized that lawyer to act on their behalf?—Yes.

65. Can you tell me how many Natives there are at Mokau who have not taken their share of the purchase-money up to the present time?—I can give some—those whom I know.

66. Whom do you know?—There is myself, Te Awaroa, Mrs. Rattenbury, my grandniece: those I am certain about at the present moment. I have not been round to ask all the people personally; and there are others of my little grandchildren.

67. *Dr. Te Rangihiroa.*] Were you a follower of Te Whiti?—Yes, I was.

68. And what was the attitude of the followers of Te Whiti to the alienation of land?—Some of them sold and some of them held on.

69. And what was your own objection to the sale of this Mokau-Mohakatino Block, was it because of insufficient money or what?—I would not agree to the sale

70. Why? Did you want to cultivate it yourself or keep some of it, or because the price was not high enough—you must have had some reason?—No matter how much money was offered I would not sell. At the time of Jones's lease in the year 1882 he brought his money and showed it to me himself, and I said, "Take your money away."

71. That is, you would not sell, and the question of price did not come into it at all?—No matter how much money, I was not willing to sell.

72. Have you got an approximate idea of the boundaries of this Mokau-Mohakatino Block—the particular blocks which are the subject of this inquiry?—I do not know the subdivisional boundaries that the pakehas have appointed.

73. Are there any established Maori villages on these blocks?—Yes, Pukeruru. I have already told you that my ancestors are buried there.

74. Are there many there now in that kainga?—There is no one there now, but I did work there.

75. How long has it been abandoned?—I cannot say.

76. The position is this: that they have left that part and taken up residence on other property that they own for actual living?—Yes, but you must know that the way the Maori fattens land is that when the crop will no longer grow he leaves that place till it will grow up with vegetation, and when he is satisfied it has fattened up again to grow food then he will go back to it again.

77. Have you any other property but this?—No.

78. Where are you living, then?—On another small part of Mokau-Mohakatino that is being farmed now. I have cattle and horses and sheep.

79. *The Chairman.*] Where you are residing at the present time and have been for years, do you say that is part of the Mokau-Mohakatino Block?—No, it is on this side.

80. It is not part of the Mokau-Mohakatino Block—not in the lease to Jones?—It is outside the boundary of the lease.

81. Therefore you have an interest in other land outside the Mokau-Mohakatino Block or outside Mr. Jones's lease?—Yes, I have that, but the Board has got its hand on that too.

82. *Dr. Te Rangihiroa.*] With regard to the majority of those who have shares in that block, where do they live?—Their permanent kainga is on one side of it—that is our town.

83. Do you say the majority of the people are there?—Well, they are really scattered about, but when we have meetings we always gather together there.

84. *Mr. Mander.*] Have you ever appealed to the Native Land Board or the Government to prevent the sale of this land?—No. If you have any document in your possession with my name attached I should like to see it.

85. *The Chairman.*] You said that your interest in the land extended from the coast-line up to Panirau?—Yes.

86. Do you know that is a distance of nearly thirty miles on the Mokau River frontage which you claim to have an interest in?—I do not know much about distance in miles, and I might make a mistake and mislead you.

87. You know where the steamer starts from the ferry up to the coal-mine?—Yes.

88. Well, that is twenty-two miles?—Well, my land goes further up than that.

89. Well, to the Panirau is another eight or ten miles—that is thirty miles?—It may be more or less.

90. In the whole of that distance of nearly thirty miles will you tell the Committee where any village or any burial-place exists either at the present time or in the past?—Yes, I can.

91. Whereabouts?—At Pukeruru. That was the kainga of my elders—Kelly's sawmill.

92. Well, beyond that, what other kainga or burial-place exists?—Pukeruru was the burial-place at about the time our mothers gave birth to us.

93. Well, above Pukeruru?—The occupation above that was in the time of our ancestors.

94. Whereabouts?—Te Morere at Panirau.

95. You have always been averse for many years to the disposal of any Maori lands in that district?—No such thing as lease or sale was ever brought into the district till Jones brought it in.

96. But I ask if you were not always, and are still, averse to the disposal of Maori lands in the Mokau district?—Yes.

97. Did you not sign the lease to Block 1F which Mr. Jones got up?—I did in the first instance. That lease was not valid, and he threw it on one side, and he brought a new lease, which I did not sign.

HERRMAN LEWIS affirmed and examined. (No. 14.)

1. *The Chairman.*] What are you?—Well, at present I am putting 25 acres down in potatoes.

2. Where do you reside?—At Lower Hutt.

3. Have you seen this paper which is before this inquiry with regard to the Mokau-Mohakatino Block?—I do not think I have.

4. Have you seen the published statements in most of the newspapers dealing with it?—Yes.

5. Mr. Massey has summoned you as a witness: are you prepared to make a statement in connection with the subject-matter of this inquiry or subject yourself to examination by Mr. Massey?—I have no wish. Whatever you wish to know I will tell you if I can.

6. *Mr. Massey.*] Will you give us the date when you first became connected with the Mokau-Mohakatino Block?—I could not give definite dates. I think it was at the end of October or November, 1907—towards the latter end of 1907.

7. You had some business transactions at that time in connection with the block?—No, sir; I had dealings with the solicitors who acted on behalf of the trustees of Wickham Flower's estate.

8. Who were the solicitors?—Mr. Campbell, of Travers, Russell, and Campbell.

9. Will you tell us the nature of those dealings?—Yes. I took an option over the property. They gave me an option for a period to purchase the property.

10. When you say "to purchase the property," you do not mean the freehold?—No; the leasehold interest.

11. Then the leasehold interest belonged to their clients?—Yes, the executors of Wickham Flower.

12. Did you go and see the property?—Not at that time—a little later.

13. Did you purchase the leasehold interest?—Later. I got an option at first, and sold it.

14. You sold the option?—No; I sold the property. On the 18th May, 1908, I sold the property to Mason Chambers, Robert Donald Douglas McLean, and Sir Francis Price, Bart. I sold the leasehold interest of the property.

15. You had not acquired it at that date, had you?—I had acquired the option over it.

16. Then you only sold the option?—I had the right to purchase.

17. You sold the right to purchase?—Yes.

18. What was the amount of the option?—£14,000.

19. Is it not a fact that you took up the option and acquired the interest?—Yes, I bought it.

20. Was that after selling the option to the gentlemen whose names you have mentioned or before?—My option had not expired at that time. I sold it first.

21. And then you purchased afterwards?—Yes, I completed the transaction.

22. I suppose it is a fact that you remortgaged it to the executors of Wickham Flower at the time you purchased it?—Yes.

23. At the same amount?—No; that would be hardly fair in this case. I sold the property to the people mentioned for £25,000 and one-eighth interest. They paid £5,000 cash deposit. Of that £5,000, £4,300 was locked up with Messrs. Moorhouse and Hadfield, solicitors, Wellington, towards the purchase-money, but the remainder was never paid over, and consequently I gave a mortgage back over the full amount of £14,000 to Wickham Flower's trustees.

24. Well, was the sale completed?—Well, that amount of £4,300 has been locked up for the last three years.

25. Was the sale of the option completed to the gentlemen whose names you have mentioned?—No. Mr. P. S. McLean, solicitor for the people who bought, objected because he thought there was a flaw in the title.

26. The sale was not completed?—No.

27. You became owner of the leasehold interest subject to a mortgage of £14,000?—Yes.

28. Could you give us the date?—I am not quite sure, but I think the 20th May, 1908.

29. Was that the time you bought the leasehold interest from the executors?—Yes.
30. Was that prior to the report by the Native Commission with which Sir Robert Stout was connected?—Yes, a few years.
31. I suppose you saw the report of the Native Commission?—I did not see it till a few weeks ago.
32. You heard of it?—Yes, I did.
33. You heard the Commission report suggested that the leases were void or voidable?—Yes. That is a matter of opinion.
34. Then, after the negotiations had fallen through between yourself and the Hawke's Bay gentlemen, you took steps to acquire the freehold of the land?—Not at the time.
35. Some time afterwards?—Yes.
36. Did you conduct the negotiations in this connection yourself or place the business in the hands of solicitors?—After the Hawke's Bay people decided not to go on I brought the matter before solicitors.
37. What firm of solicitors did you employ?—Mr. Dalziell.
38. Messrs. Findlay, Dalziell, and Co.?—Mr. F. G. Dalziell.
39. Did Mr. Dalziell ascertain on your behalf in what way he could obtain the freehold for you?—No, not at that time; there were other negotiations pending.
40. Would you explain what they were?—I am not sure, but I think Mr. Dalziell approached the Government first.
41. Did Mr. Dalziell inform you what was necessary to obtain the title?—No, that matter never came up at that time.
42. Did you of your own personal knowledge know that it was possible to avoid the limitation provisions of the Act by the issue of an Order in Council?—That never came up at that time.
43. Mr. Dalziell did not inform you to that effect?—I knew the Act in reference to it.
44. Did Mr. Dalziell apply on your behalf for the issue of an Order in Council?—No. The Natives were very anxious to sell; they approached me many times prior to that.
45. Did not Mr. Dalziell apply on your behalf for the issue of an Order in Council?—No; I think it was Mr. Skerrett, who was acting on behalf of the Natives, who did that. I had nothing to do with that at all.
46. As a matter of fact, you do not seem to know much about the Order in Council?—No, I do not.
47. Still, Mr. Dalziell was acting for you?—Yes.
48. You found out afterwards that the Government had consented to the issue of an Order in Council?—Yes.
49. You ascertained that?—Mr. Dalziell mentioned it to me.
50. I suppose you had a number of conversations with Mr. Dalziell in regard to the negotiations?—Yes.
51. Did you know anything about the first meeting of the assembled owners to consider your proposals?—Yes, I think I did.
52. I suppose Mr. Dalziell recommended you to purchase at a price to be arranged?—No. The Natives wanted to sell a long time ago for £15,000.
53. To whom did they want to sell?—To me. There were negotiations at different times, and afterwards I believe they offered their freehold rights to the Government.
54. Do you know anything about the offer to the Government?—I think they offered their freehold rights to the Government for £22,500.
55. You know that of your own knowledge?—Well, the various Natives mentioned that to me—those who were in Wellington at the time.
56. Do you know the names of the Natives?—Yes—Pepene Eketone, Anaru Eketone, and, I think, Takere Wetere.
57. Were you given to understand that the sale had really been arranged?—No.
58. But that negotiations were going on?—I believed so at the time.
59. And then the Natives came to you and offered to sell?—Yes. They were trying for a long time prior to that.
60. Do you know when the negotiations between the Government and the Natives were broken off?—No, but I think it was some time about the end of last year.
61. Still, Pepene Eketone and other Natives gave you to understand that they were acting for the owners, and had a right to dispose of the land?—Yes.
62. Now, I want to come to the first meeting of the assembled owners. Was that meeting arranged on your behalf by your solicitors?—I really do not know. I think Mr. Skerrett, on behalf of the Natives, and Mr. Dalziell, my solicitor, had arranged that.
63. By the way, was there not another mortgage of your interest besides the mortgage of £14,000 to the executors of Wickham Flower?—Yes, there were several.
64. A mortgage for £1,000?—Yes.
65. To Findlay, Dalziell, and Co.?—Yes; and there was a mortgage beyond that.
66. Really a third mortgage?—Yes.
67. Was that the mortgage to Macarthy?—Yes.
68. What really happened, I suppose, was that you gave that to Mr. Macarthy as collateral security?—Yes. I owed Mr. Macarthy a lot of money, and I gave him additional security.
69. Now, I want to come back to the meeting again. I suppose Mr. Dalziell and yourself arranged and you instructed him that you were willing to pay £25,000 to the Natives?—Yes. I think that prior to that the Natives in Wellington agreed to accept that amount. I thought they had full power at that time to act on behalf of them all—I mean Pepene Eketone and the others.

70. Of course, you have heard that the majority of the Natives were really opposed to the sale?—I did not know that till afterwards.

71. You know that now?—Yes, that they were at one time. I really know nothing about that.

Hon. Sir J. Carroll: There was a majority in favour of the sale of two of the blocks.

72. *Mr. Massey.*] Were you present at Te Kuiti at all?—No, I was not.

73. You were represented there?—By Mr. Dalziell.

74. At the different meetings?—Yes.

75. Did Mr. Dalziell take up his residence there for a time?—No; he only went up there one day.

76. To the different meetings?—Yes.

77. You know there were more meetings than one?—Yes.

78. First the meeting of the assembled owners, then adjourned and adjourned again, and then the meeting of the Maori Land Board?—Yes.

79. Very well; you became possessed of the freehold title?—Yes.

80. The Natives eventually agreed, and difficulties were got over, and the Order in Council was issued and confirmed by the Maori Land Board, and you became practically owner of the block subject to certain mortgages?—Yes.

81. Prior to your becoming owner of the block had you given an option over the whole property?—Yes.

82. To the same gentlemen you have mentioned, or others?—No, to Mason Chambers alone this time.

83. Do you know the date?—The first option, I think, was on the 14th January of this year—that was to Mason Chambers.

84. And when the transaction was completed so far as you were concerned—that is to say, when the Maori Land Board had consented to the alienation and the Maoris consented—you sold your interest to Mr. Mason Chambers?—Yes.

85. Not the whole interest?—No.

86. What did you retain?—The land that was subject to leases.

87. What area?—7,046 acres.

88. Do you still own that block?—Yes. Well, it is vested, with all the rest of the land, in the Native Land Board.

89. In the meantime?—Yes.

90. Now, about the conditions with regard to subdivision: were there any conditions with regard to subdivision as between yourself and the Maori Land Board when you became owner of the property?—I think we had complied with the Act which regulated third-class land of not more than 3,000 acres and first-class land of not more than 400 acres.

91. Did you understand that to be in compliance with the Act?—Yes.

92. Did Mr. Dalziell make that statement to you?—I knew the law in that respect.

93. That is not the law—you are mistaken. Is not the law this: that Maori lands cannot be sold in a larger area than 3,000 acres of third-class land, and corresponding areas of first and second class?—Yes.

94. And therefore you were not complying with the law?—That was to the interest of all parties concerned.

95. That is your explanation?—Yes.

96. The law was departed from all the same?—No.

97. Well, the intention of the Act was, so far as the subdivision was concerned, when you became owner of the 53,000 acres?—I do not know about that.

98. As a matter of fact, you left it to Mr. Dalziell?—Yes, that part.

99. Well, you purchased for £25,000, I think?—Yes, and £2,500 worth of shares fully paid up in the company of £100,000.

100. I think that was consideration by the company or by Mr. Mason Chambers?—No, I had something to do with that myself.

101. That was part of the consideration so far as you were concerned?—Yes, that is right.

102. Then you parted with your interest to Mr. Mason Chambers?—Yes.

103. Do you mind telling the Committee what you received therefor?—I received £71,000 cash and £4,000 worth of fully-paid-up shares in the company, out of which I had to pay my portion of the expenses.

104. And the 7,000 acres of land which you retained?—Yes.

105. I suppose your expenses would be very considerable—it looks a big profit?—There were expenses.

106. Would you mind telling the Committee what the expenses amounted to?—I do not know; I never even kept an account.

107. You only say they were considerable?—Yes. That includes the freehold and leasehold.

108. That includes all your interest in the property, both freehold and leasehold?—Yes.

109. *Mr. Dive.*] You stated that you received a certain amount of money for this land, and have retained 7,000-odd acres?—Yes.

110. Who holds that land?—The Native Land Board, I understand—Mr. Bowler, on behalf of the company.

111. I understood from the evidence that all the company had got was 46,000 acres?—46,229 acres.

112. And held no interest in the balance?—No; but still it is vested in the Board.

113. Only nominally?—Yes.

114. But who is virtually the owner?—I am the owner, subject to the leases.

115. *The Chairman.*] Do you derive any money in the way of rents from those subleases at the present time?—Yes.

116. Can you tell the Committee what is paid—for instance, what does Mr. Walter Jones pay you?—I think it would be £7 9s. per annum.

117. And what is the area of the land?—894 acres.

118. What does Mr. Bayly pay, or Mr. Eglington?—There are 1,329 acres, and he pays £33 4s. 6d. per annum.

119. Do you receive those rentals?—I do.

120. Who pays the rates to the county?—Mr. Bayly.

121. What do you receive from Kelly?—That is for a certain limited period—I receive £44 15s. per annum.

122. For about how long do the rights of the subleases exist?—They have twenty-eight years more to go.

123. And during that time you receive those small rentals for that property?—Yes.

124. In reference to the transaction, do you remember Mr. Kemp-Welch coming out from Home?—No, I do not.

125. *Mr. Herries.*] What was the first date you went to Findlay, Dalziell, and Co. and they became your solicitors in the matter?—I think in the latter part of 1908.

126. Was it in August?—I could not possibly state.

127. What was the date of your purchasing the leasehold interest in Wickham Flower's trustees?—I think the transaction was completed on the 19th May, 1908.

128. And you mortgaged the leases to J. G. Findlay and F. G. Dalziell for £1,000?—I want to explain that, if you want particulars. In February, 1910, I was in a private hospital in Willis Street and an operation was being performed, and I telephoned to Mr. Dalziell at that time that I did not know what would happen to me, and that he should prepare a mortgage for £1,000, which I would sign, to cover costs in case anything should happen to me.

129. Then you mortgaged to Mr. T. G. Macarthy?—Well, I owed Mr. Macarthy large sums of money—I think at that time £30,000. He wanted some, and I gave him additional security, and I gave him Mokau as collateral. I think I paid off some amount. I think the amount was over £25,000.

130. What date were those mortgages—was that at the same time?—No, I think that was last year.

131. Then you mortgaged to Mason Chambers?—No; to him I sold.

132. There is the register of a mortgage on the 9th March, 1911. You do not remember mortgaging to Mason Chambers?—No. I have had very large dealings with Mr. Mason Chambers.

133. Was there not a caveat on the land when you purchased it?—No, the caveat was put on afterwards—that is, during the time I had the option.

134. Was it taken off before the actual transfer was made?—No; the Appeal Court decided that in July, 1908.

135. Then, at the time the transfer was made from Wickham Flower's trustees to you was there a caveat on the land?—No, there was none on it at the time I purchased. You mean when the purchase was completed?

136. Yes, the transfer?—I am not really sure about that. I know we took the matter before the Appeal Court in 1908.

137. And Findlay, Dalziell, and Co. took the matter for you there?—No, I had not seen them in connection with it at that time.

138. Who appeared for you?—Mr. Charles Tringham.

139. That was before you saw Findlay, Dalziell, and Co.?—Yes; that was after the title was in my name subject to a caveat. The transfer was completed in May, 1908. A caveat was on then, and the matter came before the Appeal Court in July, 1908, and Mr. Charles Tringham acted for me.

140. That was before you saw Mr. Dalziell in the matter?—Yes.

141. When you sold your option to Mr. Mason Chambers what was the consideration you got—when you sold your option the last time?—£71,000 cash. I sold it twice.

142. What was the consideration for the leasehold and what for the freehold?—£46,000 for the leasehold and £71,000 for the freehold. That is £25,000 additional.

143. What was the consideration you were to get for the leasehold and what for the freehold?—They simply paid for the freehold: £46,000, the price for the leasehold, and £25,000 additional for the freehold, making it £71,000.

144. Why did you acknowledge in one of those deeds £54,000 for the leasehold?—I do not think I acknowledged that. After the settlement I got £4,000 worth of shares in the company—that is practically £75,000.

145. It says that you got £54,000 for the leasehold in this document [Exhibit No. 37]. You are quite clear you got £71,000 in cash?—Yes, and £4,000 worth of shares.

146. Do you still hold the shares?—Yes. They are not registered in my name yet, but I had to pay a portion of that for expenses. I only paid a portion towards that.

147. You do not appear as holding any shares in it?—I will have them later; they were held by Mason Chambers on my behalf.

WEDNESDAY, 13TH SEPTEMBER, 1911.

PAEROROKU RIKIHANA sworn and examined. (No. 15.)

1. *The Chairman.*] Where do you live?—At Otaki.

2. Have you any knowledge of the paper that forms the subject of this inquiry?—Yes.

3. Are you prepared to give evidence in connection with this paper?—I have evidence to give in relation to that paper in so far as this, that I can speak about the first occasion when I took part in matters in reference to this Mokau Block.

4. Have you any interest in the lands that are included in this Block?—No, but my wife has.

5. You have volunteered to give evidence—you were not called by the Committee nor by Mr. Massey: is that the position?—It was because some of you people decided that you would call upon me to come and make a statement before you.

6. Did your wife, who is interested in this property, ask you to come?—I will answer that in this way: during the month of June I went to Mokau——

7. Answer the question with a simple "Yes" or "No," if you can, please?—Yes, she did.

8. Are you prepared to make any statement to the Committee?—Yes. I will go back to the period that I attempted to speak to you about just now, when I said I had been to Mokau during last June, and I will tell you what took place there, so that you may see for yourselves that there is something in the matter which justifies me in coming here and saying what I have to say.

9. I do not want in any way to stop you, but would ask you to give your evidence as concisely as you can?—When I got to Mokau during last June I found the old people assembled together. They were sitting there for the purpose of lamenting the fact that their land had passed away by sale; and they said that their desire was that their land should come back to them—that they should regain possession of it right from the coast to its furthest limit inland. When the Board came and sat there——

10. *Hon. Sir J. Carroll.*] Did the Board sit at Mokau?—Yes. The Board laid down certain proposals in reference to acceptance by the owners of payment for the Mokau lands.

11. *The Chairman.*] Who were present—what members of the Board?—I cannot say what the name of the European was.

12. *Hon. Sir J. Carroll.*] The Board was never at Mokau?—This man may have come there simply for the purposes of handing over the money, but I was under the impression that he was the Board; he came there as the representative of the Board. Some of the old people then present, including the old man Te Oro, expressed themselves as all of one mind in their intention to hold on to the land, and they would not agree to the sale. After that these Europeans who I said just now were a Board—the people who had come to offer the money—went away back to Auckland, and from there they sent a sum of money to Mokau, to the Mokau Post-office, the owners being advised that they could call at the post-office and draw their individual shares of the money. Afterwards word was received at Mokau that if the owners declined to accept this money which had been sent there in payment for the land, that money would be taken back again by the persons who had sent it, and the Government, or whoever it was that was acquiring the land, would take the land for nothing, and the owners would lose both the land and the money. Some of the owners drew their share of the purchase-money, but the old people and a proportion of the younger ones declined to draw any money, and up to the present time they have not received any.

13. *The Chairman.*] Who was it that said if the Natives would not agree to sell the Government would take the land from them and they would get neither money nor land?—It was a woman from Taranaki who came up there, by name Rangi Auraki. Subsequently to that the old people consulted together and decided they would send a telegram to the Chairman of this Committee.

14. I received it. The purport of that telegram was to ask the Chairman to allow them an opportunity of stating to the Committee that they were not willing to sell. Did they receive any reply to that telegram?—I am unable to say.

15. A reply was sent, to the Natives at Mokau?—That would be probably after I had left, on my way back to Otaki.

16. *Hon. Sir J. Carroll.*] What did you come here to give evidence on?—I have come here for the purpose of telling the Committee of the desire of the people who wish to hold the land and not to sell it, and various other matters in connection with the sale of the block.

17. We do not want you to go rambling all over the country. You came here at your wife's dictation: what did she tell you to say to the Committee?—She asked me to state to the Committee the injury which had been done to herself and her friends and relatives.

18. Why did she not come herself?—I cannot reply to that.

19. *The Chairman.*] Did your wife accept any of the money?—Yes, through ignorance.

Mr. Massey: I might explain, by way of putting the witness on the right track, that he informed me that he was one of the four delegates appointed by the Mokau Natives to represent them at the meeting at Te Kuiti. I think that if the witness would start at that point he would get on very much better.

20. *The Chairman.*] What happened at Te Kuiti?—I had better perhaps commence by explaining how we were authorized to go there. We were appointed by the owners of the land at Mokau to oppose the sale and to retain the land.

21. Was it by a majority of the owners of the land, or by a section of the owners—the Te Whiti-ites?—The people were divided at that time, but a majority of certain of the people were in favour of retaining the land.

22. Can you state how many were in favour?—I could not. The names will all be found in the summons which was issued by Mr. Bell for the purpose of attacking the lease.

23. Tell us what happened at Te Kuiti?—When we got to Te Kuiti we persisted in our original attitude of opposing the sale. On the second occasion of the Board sitting at Te Kuiti

Mr. Hardy and Tuiti Macdonald came to make certain proposals to us, and this is what they said: Sell the land, and 2,500 shares in the company would be given to the Natives, in addition to the purchase-money. They also said that all the purchase-money would be paid over to the Natives, no deduction of any sort being made therefrom, the company bearing all costs and expenses. They went on to say that those who still remained obdurate and refused to sell would be called upon to bear very serious and heavy expenses and troubles. That sort of thing startled me. Being ignorant of matters of this kind, I thought it would be better to accept, because the price was increased: the shares in the company were given, in addition to the purchase-money, and no deduction was to be made from the purchase-money. I thought, "Yes, that is a more satisfactory proposal; we had better accept that."

24. And did you accept on behalf of your wife?—Yes.

25. And she received her share of the money?—Yes.

26. What was the amount?—£373 12s., I think.

27. What was your wife getting from the proceeds of that land prior to the sale? Did she receive any portion of the rent?—£2 10s. 3d. per annum, I think it was, she had been receiving before that.

28. Is there anything else you wish to tell the Committee?—I want to point out to the Committee and impress upon them that the old people, who have declined to sell and up to the present time have refused to sell, are still determined not to sell.

29. You must speak on behalf of your wife. She was interested in the block, and she consented to sell and received her money?—Yes.

30. Has she got any interest in the shares in that company?—I could not say.

31. Has she any land at Otaki or any other part of New Zealand?—The only land that I know of is a piece of land at Otaki which she purchased herself. It contains about 1¼ acres.

32. Has she any tribal rights?—I cannot say.

33. Is she not interested in other lands at Mohakatino and Tongaporutu by tribal right?—Her interest at Mohakatino was sold to the Government long ago.

34. Have you anything further to add as to what happened after the Te Kuiti meeting?—I think that is all I have to say.

35. *Hon. Sir J. Carroll.*] You were one of the committee that was appointed to act on behalf of the owners in respect of the Mokau Block?—Yes.

36. Was that committee set up under the advice of Mr. Bell, to collect material in order to fight the leases?—Yes.

37. There was no question of sale at that time on their part?—Yes, it had been mentioned before.

38. I mean, so far as they were concerned?—No.

39. They were out to fight the leases?—Yes.

40. Did Mr. Bell advise the committee to subscribe and find money, and to what extent?—Yes, and certain money was collected.

41. How much?—£40 was collected at Mokau.

42. What sum was mentioned that they would require to raise?—£800 was the amount mentioned to be paid to Mr. Bell for undertaking this work.

43. Did the Natives find the £800?—No, because the matter was handed over to Mr. Hardy.

44. Did the Natives undertake to pledge certain lands as security, in order to raise the necessary funds to fight the case?—Yes.

45. And did the Natives sign a document to that purpose?—Yes.

46. Did your wife sign it?—She did not. She had no rights in the lands proposed to be pledged as security.

47. Was it the committee only who signed?—It was the persons who had interests in the blocks which it was proposed to hand over as security for the purpose of raising the money.

48. Was it because they could not raise the money to carry on the case that you, as one of the committee, entertained the proposal for sale?—No, that was not the reason. It was because of the troubles and penalties I have alluded to.

49. Anyhow, they did not raise the money, and you agreed to the sale?—Yes.

50. You said that you were speaking on behalf of the old people who did not agree to the sale?—Yes.

51. How many of them have not taken the money?—One old man has already appeared before you—Te Oro. At the kainga there are about five more.

52. Is that all that you know of?—Those are all I can remember of that place.

53. Did they tell you to come here and give evidence on their behalf?—Yes.

54. Te Oro came here and gave evidence as one of those who did not take the money, I think?—Yes. Well, some of these old people did not know that Te Oro was coming here.

55. When did they authorize you to come?—Te Oro had left Mokau for here on Saturday. I came from Mokau on the Tuesday following.

56. Although you knew your wife had sold, and accepted the money?—Yes.

57. *Mr. Herries.*] You said, I think, that there had been a question of sale before you saw Mr. Bell—before the committee was set up by Mr. Bell?—Yes.

58. Was there any question of sale to the Government?—I cannot say whether it was to the Government or to whom. The proposal to sell was brought by Andrew Eketone.

59. What was the sum that was mentioned?—He did not mention any special sum. What he said was this: "We have been fighting the Mokau case, and we find there is no means of getting out of the trouble. The only thing to do is to sell the land. It is better to have half a loaf than no bread at all."

60. The sum of £22,500 was not mentioned, was it?—I do not remember that. He may have mentioned it and I not heard it.

61. Did the Natives then refuse to sell?—Yes. The old man who attended here the other day——

62. But at the time that Andrew Eketone spoke about it, did the Natives refuse to entertain a proposal to sell, or were there some for it and some against?—I was the only one who spoke on the matter then, and that was because Anaru Eketone had stated that the mortgage had bitten so deeply into the land that the land would pass away under the mortgage in the long-run. Te Oro and all the others refused to agree to the proposal to sell.

63. When your wife received the money, was there any deduction made for expenses?—No.

64. Do you know anything about an agreement that £2,500 was to be deducted from the sale price?—Yes, I know of that.

65. Your wife did not agree to the proposal of the £2,500 being deducted?—No.

66. Have you been paid any of your expenses incurred in being a member of the committee?—No, I have received no payment.

67. Have you got any claim for expenses?—If matters had been carried out as Tuiti Macdonald said they were to be carried out—that is, that the company would pay all expenses—then I should have made a claim for payment of my expenses; but as it has been placed on the owners of the land themselves to pay the expenses, I make no claim.

68. *Hon. Mr. Ngata.*] You received advances, did you not, for your expenses?—There was some money given to me by Mr. Hardy, but I asked for that because I had not a shilling. It was not in any way in connection with the land.

69. *Mr. Herries.*] Tuiti Macdonald gave you clearly to understand that the company, besides paying £25,000 and giving 2,500 shares, was to pay all expenses?—Yes.

70. Did Tuiti tell that to all the Natives, or was it only to the committee?—He did not say the thing privately: he said it publicly, and there were others besides us who heard it.

71. Did the people who were then at Mokau all give authority to the people at Te Kuiti to represent them?—Yes.

72. When the committee decided to change their attitude and sell to the company, were the people at Mokau informed of the change at that time?—No.

73. What do you think of the value of the land, per acre?—In my opinion it would be worth more than £1 an acre—say £1 15s.—if there were no lease.

74. Do you think the price the Natives accepted was a good one?—No, I do not think it was.

75. Are the Native owners of the block that you know about satisfied or dissatisfied?—They are objecting. This is the objection.

76. Then, when Tuiti Macdonald said they made the best of a bad job in selling, that about expresses the opinion of the Natives, does it not?—No, I cannot say that, because those who spoke English—Tuiti and Mr. Hardy—were the people who advised and persuaded us, and we eventually agreed to the sale.

77. Were you satisfied with the conduct of Mr. Hardy and Tuiti Macdonald?—Tuiti and I were not very good friends: we were at enmity, because I declined to fall in with his view and agree to the sale. When we had been appointed as representatives of the old people, well, I could not prevent him from saying what he said, but the personal enmity between us continued.

78. *The Chairman.*] Is your wife a Te Whiti-ite?—No.

79. You know that Te Oro is a Whiti-ite?—Yes.

80. Do you know this: that if Te Oro or the Te Whiti-ites who had interests in the blocks were offered £100 per acre for the land they would not sell?—I cannot answer that.

81. *Mr. Massey.*] With regard to that meeting at Mokau, at which you attended—the meeting convened to consider the proposal to sell: can you give us any idea of the number of Natives who were present?—There were more people present than there are in this room now. There was a tangi taking place there over a deceased person at the time.

82. Of the people who were there, were a majority opposed to the sale or in favour of it?—They opposed the sale. That was the occasion when Andrew Pepene laid the proposal to sell before them, and said that half a loaf was better than no bread.

83. They opposed the sale?—Yes.

84. Nearly all of them?—All.

85. There were young people there, I presume, as well as old people—young people also opposed to the sale?—They did not stand up and say anything at all. I was the person who understood it and replied to Andrew Eketone's proposal.

86. The result of the meeting, we are given to understand, was that you and three others were sent to Te Kuiti to represent the people at Mokau in connection with the proposed sale?—Yes; that was afterwards

87. Do you know anything about any written proxies being given to any representatives of the Natives, to be used for or against the sale?—I know of it.

88. Were there many of these proxies—voting-papers?—Yes.

89. Do you know how many?—I cannot say how many there were altogether. I can tell you how many I had.

90. How many?—Six. That is all I can remember.

91. I am speaking not only of the proxies given to you, but of the proxies generally that were sent from Mokau; and what I want to know is whether they were intended to be used against the proposal to sell or for it?—All the proxies that were signed and sent over into our hands were for the purpose of opposing the sale.

92. Were any proxies given to Mr. Hardy or Tuiti Macdonald?—I did not see any given to them. What I heard them say was that each owner was entitled to a proxy paper.

93. Were the proxies used at the meeting of assembled owners?—Yes, they were handed to the Board.

94. In what way were they used? Did the proxy state definitely that the man giving the proxy was opposed to the sale?— I could not say. They were written in English.

95. In what way were they used? We have evidence from you that they were intended to be used against the sale. Were they used for the sale or against the sale?—That was so. When we reached there, because of the way the matter was put before us by Tuiti and Mr. Hardy, we thought the best course for us to take would be to agree to the sale: we allowed ourselves to be persuaded, and did so.

96. Persuaded by whom?—Tuiti Macdonald and Mr. Hardy.

97. Then, are we to understand that Tuiti Macdonald and Mr. Hardy were acting in the interests of the people who desired to purchase the blocks?——

The Chairman: I do not think that is a question that should be submitted. It is not a question that can be allowed.

98. *Mr. Massey.*] I will put it in this way: in whose interests do you consider that Tuiti Macdonald and Mr. Hardy were acting?—They, together with us, were opposing the sale.

99. Did they advise the Natives to sell?—Yes, that was the position. We all went to Te Kuiti with the intention of opposing the sale. On our arrival there matters were explained to us by Tuiti and Mr. Hardy, to the effect that the conditions were in their opinion such that the only course for us to take was to agree to the sale: and we then agreed.

100. Was there any meeting held at Te Kuiti to consider the proposals, apart from the meeting of assembled owners?—I have no knowledge.

101. Were you present at the meeting of assembled owners at Te Kuiti?—I do not quite understand the question. There were the occasions when we met before the Board. Or are you asking about private consultations amongst ourselves?

102. There was evidence to show that in addition to the meeting of assembled owners there was at least one other meeting, when the Natives gave their consent to the sale. That is really the meeting which I want to know whether the witness was present at?—Yes, but there was a meeting held at Mahoenui. If that is the one you are referring to, I was not present at it.

103. I am speaking of meetings at Te Kuiti. Can you tell us how many meetings were held at Te Kuiti?—I only know of one meeting that we held, apart from the Board meetings.

104. Were the proceedings in English or Maori?—In Maori. We were all Maoris.

105. You thoroughly understood what was being done?—Yes.

106. Now, with regard to the meeting at which Mr. Holland presided: were you present at that?—Yes, I continually attended. There was only one Board meeting that I did not attend.

107. At that meeting were the proceedings in English or Maori?—In both English and Maori.

108. Did you understand what was being said and done?—No; that is to say, I did not understand all that was being said.

109. Were you requested to come here by any other owners than your wife?—Yes, I have said so already, and explained that they sent a document to the Chairman.

110. Did they ask you to express their satisfaction or dissatisfaction with the sale?—They objected to the sale, because they discovered that matters are in the position in which they now lie.

111. Did they ask you to come here and say so to the Committee?—Yes, if I had the opportunity granted me to do so.

112. *The Chairman.*] Did they all accept their share of the money, all these people that you came to object for?—No, none of those who signed that wire have accepted payment.

113. Are they Te Whiti-ites?—I cannot say. The only one I am certain about is Te Oro.

114. *Hon. Sir J. Carroll.*] Is it not a fact that the owners of Mokau were divided into two parties?—I cannot answer that question. It may be so.

115. Let me put it in this way: was there not a selling party and an anti-selling party?—Yes.

116. Was there any bad feeling between those two sections?—Yes. That was so, because some of them adopted Andrew Pepene's suggestion for sale, and others opposed it.

117. *Hon. Mr. Ngata.*] Were you present at the meeting at Te Kuiti on the 5th April, when they discussed the question of costs?—Yes.

118. Did you put in an account for £68?—Yes.

119. You knew that it was proposed to make a deduction from the £25,000 cash paid for the land?—May I explain what the position was in regard to that matter? Tuiti had said that the company was to pay all costs and expenses.

120. But was there not a resolution passed that each party should pay its own costs, which should come out of this £25,000?—Yes, that was passed by a majority of votes at our meeting.

121. You put in this account for £68, which you agreed to reduce to £60?—That is it.

122. It was further reduced by the amount of £16 5s., which you had received from Mr. Hardy?—Yes.

123. Leaving a balance of £43-odd still due to you?—Yes.

124. Have you been paid this?—No, not yet.

FREDERICK GEORGE DALZIELL sworn and examined. (No. 16.)

1. *The Chairman.*] What are you, Mr. Dalziell?—A solicitor, practising in Wellington.

2. You know the subject-matter of this inquiry?—Yes.

3. Is it in connection with the paper before this Committee that you wish to give evidence?—Yes.

4. Will you make a statement?—Yes, I should like to do that. My statement will cover the whole transaction, from the time I became associated with the Mokau Block up to the time of the sale by the Natives.

Mr. Herries: I should like to point out that Mr. Dalziell has been present while all the witnesses have been examined. None of the other witnesses has had that chance.

The Chairman: He was allowed to be present by permission of the Committee.

Mr. Herries: But now he is going to make a statement. He has an advantage which no other witness has had of knowing exactly what has been said.

Mr. Greenslade: The evidence has all been published in the newspapers.

The Chairman: What is your objection, Mr. Herries?

Mr. Herries: We shall have an opportunity of cross-examining Mr. Dalziell, I suppose?

The Chairman: Yes, he will be subject to cross-examination. Other witnesses, too, have been present since the proceedings started.

Mr. Herries: I should like Mr. Dalziell not merely to meet what has been said, but to make a clear and full statement of the whole position.

Witness: Yes, I propose to cover the whole ground. There is nothing to be kept back.

5. *The Chairman.*] Will you go on with your statement, Mr. Dalziell?—Yes, sir. I was first consulted by Mr. Lewis regarding Mokau on the 3rd August, 1908. He was then the registered owner of Mr. Jones's leases, subject to a mortgage to Flower's trustees for £14,000, which was the total amount of the purchase-money he had agreed to pay to the trustees for the leases. Mr. Lewis had at this time entered into an agreement with Mr. Mason Chambers, Mr. R. D. D. McLean, and Sir Francis Price, all of Hawke's Bay, runholders, to sell to them his interest in the leases for the sum of £25,000 and an eighth interest, which he was to retain. Under that agreement the purchasers had paid him £700 in cash, and £4,300 had been deposited by them with Messrs. Moorhouse and Hadfield, solicitors, Wellington. Messrs. Moorhouse and Hadfield had given an undertaking to Messrs. Travers, Campbell, and Peacock, the solicitors in New Zealand for Flower's trustees, to the effect that when Mr. Lewis was placed upon the register as owner of these leases they would pay that money over to Travers, Campbell, and Peacock. Mr. P. S. McLean, of Napier, was solicitor for the Hawke's Bay purchasers. He had, prior to this date, searched the title to the leases, and had come to the conclusion that the title, whether it was good or not, was uncertain and not such as he could advise his clients to accept. He had on their behalf, therefore, said that they would have to withdraw from the agreement, and he demanded the repayment of £700 received by Mr. Lewis and £4,300 held by Moorhouse and Hadfiled. It is important to note that at this date the £14,000 due under Mr. Lewis's mortgage had become due. That was the situation in which Mr. Lewis found himself when he came to consult me, and he wanted me to advise him as to the best means by which he could escape from these difficulties. I came to the conclusion, after looking into the matter, that, although Mr. Lewis's title to the leases might be good, there could be no doubt it was not such a title as could be forced upon an unwilling purchaser. I also concluded that the undertaking given by Moorhouse and Hadfield to Travers, Campbell, and Peacock would be a very difficult one for them to get out of, on account of Travers, Campbell, and Peacock having carried out the condition on which Moorhouse and Hadfield had promised to pay over the money.

6. *Mr. Herries.*] They had registered the transfer?—Yes. I also came to the conclusion that if Mr. Lewis lost this sale and suffered any damage through not being able to complete the sale to the Hawke's Bay purchasers, he might have a claim against either the trustees or their solicitors. At that time, also, Mr. Lewis was not in a position to finance the purchase of the leases from the trustees unless he could get such a title as he could borrow upon. I mean that, in view of the doubt thrown upon his title, he was not in a position to finance the purchase, because he had not sufficient funds with which to finance the purchase independently of the value of the leasehold. The first step I took in order to straighten out these difficulties was to approach Mr. McLean, solicitor for the Hawke's Bay people, and Mr. Campbell, solicitor for the trustees. I suggested to both of them that it was very undesirable that this triangular litigation which was threatening should proceed; the questions involved were extremely difficult and the litigation would probably be prolonged and expensive, and it would be far better for the parties concerned to combine, with a view either to having the leases perfected, or getting the lessees and Maoris to combine and sell the whole property. Both of these gentlemen, however, were very loth to agree to this. Neither of them wanted to be mixed up in the thing: they wanted to know just where they were. I have a letter from Mr. P. S. McLean, solicitor, of Napier, written at this time, which will explain to you the attitude he took up. It is dated the 22nd September, 1908, and reads as follows: "Hawke's Bay, 22nd September, 1908.—F. G. Dalziell, Esq., Messrs. Findlay, Dalziell, and Co., Solicitors, Wellington.—Dear Sir,—*Re* Mokau: I have seen Mr. Chambers and the others as to the proposal that they should enter into an agreement with Mr. Lewis and Mr. Campbell with a view to special legislation, and they have asked me to say that, while they appreciate your efforts towards a profitable settlement, they would prefer to retire from the adventure with their own money and interest as provided by the agreement with Mr. Lewis, leaving the others to take the full benefit of any such legislation. I have to thank you for your good intentions and for your considerate discussion of the position.—I remain, P. S. McLean." Mr. Campbell also took up the attitude that he was forced into the position of pressing Mr. Lewis—forced by his people in London. He pointed out to me that this money belonged to a deceased person's estate, which was prevented from being wound up owing to the delay connected with this matter. Neither of them, therefore, would agree to any definite proposal. I thought that they would not incur the expense of litigation, and I decided to go on and try to get the matter set right. I accordingly wrote, on the 25th September, 1908, a letter to the Native Minister. This is a copy of it: "25th September, 1908.—The Hon. the Native Minister, Wellington.—Dear Sir,—*Re* Mokau-Mohakatino Block No. 1: I am instructed by the lessees of the subdivisions 1F, 1G, 1H, and 1J of this block to bring before you the question of the early settlement of these subdivisions. As you are probably aware the leases of these subdivisions were

granted by the Natives in the years 1882 and 1889 for the term of fifty-six years, so that at the present time a period of over thirty years of the term has yet to run. It is no doubt within your knowledge that litigation has been pending in respect to this property for many years past, and that in consequence practically nothing has been done in the way of settlement of the lands. The present owners of the leases are now, however, in a position to deal with the land, and as they cannot conveniently go into occupation themselves, they are willing to join with the Natives in any scheme which would facilitate the immediate settlement of the blocks in small areas. It has occurred to us that the course which would most efficiently facilitate the settlement of the block would be for the Native Commission to report upon the block, and for the property to be dealt with by the Maori Land Board under the Native Lands Settlement Act, 1907. There would probably be no difficulty in arranging for the reservation out of the block of so much of the land as the Commission might think necessary for the occupation of the Natives. It might, however, lead to considerable complication between the Natives and our clients if any of the balance is required to be disposed of by lease; and the simplest course, therefore, would be to amend the provisions of section 11 of the Native Land Settlement Act, 1907, so that it would be left to the Governor in Council, on the recommendation of the Commission, to permit any part of the land to be sold. It is also possible that the provisions of section 22 of the Native Land Settlement Act, 1907, providing for residence upon lands disposed of, might be found detrimental to the successful realization of the property, and our clients therefore desire that, if possible, the Governor in Council should be given authority to dispense with this condition if it is deemed desirable to do so. All that is necessary for the purpose of giving effect to this proposal is the insertion of a clause in any Native Land Bill which may be passed by the House during this session, modifying the provisions of sections 11 and 22 above referred to. This clause might take the following form: '(1.) Whereas it is desirable that the settlement of the Mokau-Mohakatino Block No. 1, subdivisions 1F, 1G, 1H, and 1J, should be facilitated: Now, it is hereby declared that it shall be lawful for the Commission referred to in section 2 of the Native Lands Settlement Act, 1907, to make inquiry affecting the said lands and report thereon, and thereupon the said lands or any part thereof may, with the consent of the lessees thereof, be brought under the provisions of the said Act in manner provided by section 4 thereof, provided that the provisions of sections 11 and 22 of the said Act may be modified to such extent as to the Governor in Council may seem fit. It is also hereby declared that any such Order in Council may provide that the Board shall not dispose of the said lands in manner provided by the said Act, but may, with the consent of the lessees of such lands, grant leases thereof in substitution for the existing leases upon such terms approved by the Governor in Council as may be agreed upon between the Board and the lessees.' We trust that you will see your way to introduce a clause to the above effect in the Maori-land legislation of this session, in order that no further delay may take place in the settlement of these lands; and we suggest that the proposal we have submitted is favourable to the interests of all parties concerned. The question of the respective values of the lessees' interest and the interest of the Natives is probably the only one about which there can be any question, and this our clients are prepared to leave to any reasonable tribunal, and we think that the course we have outlined will provide the most satisfactory settlement of this and all other questions.—We have, &c., F. G. Dalziell."

7. You will put those letters in? All documents which you read you will put in?—Yes, though the originals of those written by me, of course, I have not got: these are carbon copies. At this stage in the proceedings, Mr. Chairman, Mr. Treadwell intevened, acting on behalf of Mr. Joshua Jones. He told me quite frankly that he considered it would be in Mr. Jones's interests that he should oppose any legislation at all unless some arrangement beneficial to Mr. Jones was agreed to by Mr. Lewis. He told me that he thought—and it was my own opinion—that he would probably be able to block this legislation for, at any rate, a considerable time. Accordingly I, after consultation with Mr. Lewis, entered into negotiations with Mr. Treadwell, and these took a very long period—very nearly the whole of the session, I think. I should just like to say what my proposal was. I am not sure that this proposal was made by Mr. Treadwell to Mr. Jones, because Mr. Treadwell found a little difficulty in suggesting to Mr. Jones any proposal which he thought might not be favourably received. My original proposal to Mr. Treadwell was that in the first place, if possible, the interest of the Natives should be purchased —it was thought at that time that it could be acquired at a sum under £15,000; in the second place, that the freehold should then be disposed of, Mr. Lewis receiving first of all his mortgage-money, and then the sum of £11,000, the balance going to Mr. Jones. As I say, I do not know if that proposal was conveyed to Mr. Jones. My recollection is that Mr. Treadwell thought, from his past experience of Mr. Jones, that the £11,000 would block it. At any rate, whether it was owing to reference to Mr. Jones or not, I know that we could not agree upon these terms. I may say, in passing, that £11,000 was the same sum that Mr. Lewis would have got from his Napier purchasers if that transaction had gone on. Counter proposals were made by Mr. Treadwell, and I advised my client to accept them, but after much consideration he finally said he would not, and the negotiations fell through. Then there was a deadlock, and it came to a question of what we should do. Finally, Mr. Treadwell and I agreed that we should wait upon Dr. Findlay and ask his advice—he, of course, was not the Minister concerned in the matter—as to getting a Royal Commission appointed to go into the whole question. We were not afraid at any time of the result of the appointment of a Royal Commission. I think everybody is now agreed that so far as the legal position is concerned, Mr Lewis's claim to the leases is absolute. That was the position, at any rate, that I took up all along. I did not fear in any way the appointment of a Commission; on the contrary, I felt that it was very desirable, because I thought that no Commission would come to any other conclusion than that the deadlock existing should be got over in some way. We waited together upon Dr. Findlay, and asked his advice

in the matter. He told us quite frankly that, in view of the unsatisfactory conclusion of the Meikle Commission, Cabinet was sick of Commissions. I am relating now what was a private conversation, but it is probably well that I should state exactly what took place. At any rate, he told us that he thought Cabinet would not appoint a Royal Commission, and that we had better come to some arrangement without that assistance. These negotiations went on until December, and I should like to read you a letter which I then wrote to Messrs. Travers, Campbell, and Peacock, setting out the position at that date. It will give you the best indication as to what I thought, at any rate, of the position of the matter at the time. I may say that throughout these negotiations I was being constantly pressed by the other two parties interested to settle their claims, and I had some little trouble in keeping them off, as it were. This is a letter dated the 17th December, 1908, to Travers, Campbell and Peacock: "17th December, 1908.—Messrs. Travers, Campbell, and Peacock, Solicitors, Wellington.—Dear Sirs,—*Re* Mokau-Mohakatino Block: As arranged, we have now to state in writing the position in this matter as we understand it. Under an agreement between your clients and Mr. H. Lewis, for whom we are acting, Lewis agreed to purchase your clients' interest in this block, and to give a mortgage for the purchase-money. A transfer and mortgage were accordingly prepared by you and duly registered, so that Mr. Lewis appears upon the title as the owner of the leasehold, subject to a mortgage to your clients for the amount of the purchase-money. At about the date of Mr. Lewis's purchase from you he entered into an agreement with some Hawke's Bay people, under which he in turn agreed to sell the interest acquired from your clients, and under this agreement £700 was paid to Lewis and £4,300 deposited with Messrs. Moorhouse and Hadfield, of Wellington, solicitors, who have, we understand, given you an undertaking that they hold this amount as purchase-money in terms of the last-mentioned agreement. Some time ago we informed you that doubts had been raised by the purchasers from Lewis as to the validity of the title Lewis had acquired from your clients, and at about the same time Joshua Jones was endeavouring to obtain a parliamentary inquiry with a view to attacking your clients' title. We then informed you that, with a view to settling all possible questions of title, we thought it could be arranged that the leases could be dealt with under the Native Lands Settlement Act, 1907, our idea being that the blocks should be reported upon by the Native Commission, consisting of the Chief Justice and Mr. Ngata, which is at present reporting upon the whole of the Native lands in the colony, and that we should endeavour to induce the Commission to recommend that the freehold of the land should be disposed of, and that out of the proceeds the Natives should first receive the value of their reversionary interest, which we understand to be about 5s. per acre; that your clients should then receive the amount owing to them, including, of course, interest to the date of payment; and that the balance should belong to Lewis, who would, of course, have to defend any proceedings Jones might take. We have done everything possible to endeavour to get the Native Commission to make a report, but, unfortunately, both members of the Commission have been ill, and owing to this and the pressure of other work they have been unable so far to deal with the matter. Unfortunately the term for which the Commission was appointed expires on 1st January next, but as several other matters remain to be dealt with, we understand that the Government proposes to extend the term for a further two months, and the Chief Justice has intimated that he would be prepared to deal with this matter some time next month. It is a pity that we were not able to get the matter on before the 1st January, because the Act to which we have referred expressly provides that the powers of the Commission under that Act expire on the 1st January. As, however, the other matters to which we have referred, and which are to be dealt with by the Commission, are also intended to be dealt with under the Act in question, the Government proposes to introduce a short Bill early in next session, extending the Commission's powers for the purposes of the Act. This Act, will, of course, be general, and will not specifically refer to the Mokau matter. In these circumstances we hope you will see your way to consent to the completion of Jones's purchase being held over until we have had a reasonable opportunity of carrying through the proposal we have outlined. We would suggest that this proposal is the most satisfactory settlement of the whole matter, since it avoids the necessity for any questions being raised between any of the parties involved as to the title to the leases, and there can be no doubt that the proceeds of the sale would be more than sufficient to pay the moneys due to your clients. It is, of course, understood that your rights against the purchasers from Lewis are not prejudiced in any way, and Mr. Lewis will be only too glad to facilitate any claim you may have against them. We would be glad if you would kindly inform us if your clients are agreeable to wait until we can have reasonable time in which to carry out this proposal, on the understanding, of course, that the rights of all parties are not to be prejudiced in any way. We may say that the Government is prepared to facilitate the arrangement we have suggested, because it is anxious to do what it can in the way of effecting settlement of the Mokau lands; and as the Natives will for the next thirty years be receiving only a nominal rent for the land, they will be only too glad of the opportunity of selling their interest, so that there is not likely to be any material objection to the scheme we have outlined. Jones, of course, will do his best to interfere, but we have not much fear that he will succeed in doing any harm.—Yours truly, Findlay, Dalziell, and Co." That was the position as at December, 1908. Then came the Royal Commission—the Native Land Commission. It inquired into this matter. I should like to say at this stage that the Commission had no jurisdiction whatever to try the question of the title to these leases.

Hon. Mr. Ngata: You might state also that in the meantime I had ceased to be a member of that Commission.

Witness: I was coming to that. I have referred to it in my notes as Sir Robert Stout and Mr. Jackson Palmer's Commission. Mr. Ngata had ceased to be a member of the Commission at the end of 1908, and Mr. Jackson Palmer, Chief Judge of the Native Land Court, was appointed to take his place. This Commission dealt with the matter in February, 1909. As I

have said, the Commission had no jurisdiction at all to inquire into the validity of these titles, and I suggest that it should not have done so, for the reason that it was impossible for the question to be fairly tried unless the parties interested in the leases were afforded the chance to produce evidence going back to the date of the execution of the leases, and this they had no opportunity at all of doing. Now, the findings of this Commission are important. As to Block 1F, the Commission found that a considerable number—about twenty, I think—of the owners had not signed the lease. The Commission also said that the lease was illegal. They said that, assuming it to be legal, it was liable to forfeiture, because the covenants in it had not been properly performed. With regard to the other three blocks, 1G, 1H, and 1J, the Commission found that all of these leases were void; they should never have been registered; and, notwithstanding the protest on the part of the representatives of the lessees, the Commission also suggested that this defect had not been cured by the terms of the Land Transfer Act. As to those findings, I should like only to say this: with regard to the signatures to the lease of 1F, it was plain that a mistake had been made, and that in fact the owner of every interest had signed the lease. That has since been proved conclusively. With regard to 1G, 1H, and 1J, both Messrs. Bell and Skerrett, who have been employed on behalf of the Natives, said that in their opinion these leases were wrongly registered, but they both advised—and there can probably be no doubt at all—that the effect of the provision of the Land Transfer Act was to make the title of the leases absolutely good in the hands of Mr. Lewis. They also advised that the lease of 1F was good, in their opinion, subject to the right of the Natives to take proceedings for forfeiture. So that we have the authority of two eminent K.C.s for saying that the only defect in these leases is the question of the breach of convenant with regard to 1F. And it is very important at this stage to note this: that the Chief Justice said—and, of course, on this matter he was expressing his view as to the proper exercise of the discretion of the Supreme Court—that in his opinion the Court would relieve once from forfeiture. He said that in the report of the Commission. So you have there the opinion of the Chief Justice to the effect that, although the lease might be liable to forfeiture on account of the breach of the covenant, nevertheless the Court would relieve from forfeiture, and permit the lessee to have an opportunity of fulfilling the terms of the covenant in the future. Prior to this there had been some negotiations with the Natives with a view to their putting a price on their property.

8. *Mr. Herries.*] Could you give us the date?—I could not be sure: it was before they heard the report of the Commission, at any rate. Prior to the report of the Commission being published, negotiations had taken place between Mr. Lewis and the Natives, in which the Natives said—in fact, they wrote him—that they were prepared to sell at £15,000.

9. Could you say what Natives?—Andrew Eketone, I think, it was. They were shown, apparently, by some one the report of the Native Commission, and then they came to the conclusion that they would not sell for £15,000, and said so. On the 14th July, 1909, I wrote a letter to Messrs. Carlile, McLean, and Wood, the Hawke's Bay purchasers' solicitors, which explains how matters stood at that time: "14th July, 1909.—Messrs. Carlile, McLean, and Wood, Solicitors, Napier.—Without prejudice. *Re* Mokau.—Dear Sirs,—Mr. Lewis has handed to us your letter to him of the 8th instant. This is a very complicated business, and we have been endeavouring to so arrange that litigation (which, if commenced, must necessarily be complicated and expensive) may be avoided. Mr. Lewis has done nothing in the way of releasing his transferors from any liability they may be under in respect of the transfer to him. The whole question has been allowed to stand pending negotiations which are proceeding for arrangement with the Natives for the disposal of the Mokau Block. We were hopeful that these negotiations would have resulted in a settlement of the whole trouble ere this, but, owing to the postponement of Parliament, the matter has been again delayed. The Natives are anxious to come to some fresh arrangement with regard to the blocks, and we have been in negotiation with them and the Hon. Mr. Carroll with a view to the arrangement of terms agreeable to the Natives and our client. Mr. Carroll is very desirous of having the block cut up and disposed of in small areas, and there seems every prospect of an agreement which will be satisfactory to our client, and also Mr. Campbell's clients, being come to before Parliament meets. We have no doubt that Mr. Campbell would release any claim he may have against the moneys lying in Messrs. Moorhouse and Hadfield's hands without waiting for the final disposal of the blocks. The question between your clients and Mr. Campbell's clients as to the moneys on deposit with Moorhouse and Hadfield seems to us to be one in which Mr. Lewis is not directly interested. Mr. Campbell does not claim in any way through Mr. Lewis, but under an independent undertaking given by him to Moorhouse and Hadfield. The claim your clients have against Mr. Lewis is, we understand, one either of specific performance of the agreement, or for recision of the contract. If your clients are entitled to rescind, then, no doubt, they are entitled, so far as Lewis is concerned, to recover the money from Moorhouse and Hadfield, but Moorhouse and Hadfield, before paying you, have no doubt to consider the question of their undertaking to Campbell. In the circumstances it would seem best to allow matters to rest for a while in the hope that some satisfactory arrangement can be made with the Natives. We hope your clients will see their way to agree to this course.—Yours truly, Findlay, Dalziell, and Co." That was in July, 1909. Shortly after this Mr. Jones lodged a fresh petition. We could not induce the Government to move in the matter, because they were desirous of having this question determined before they would interfere at all. I then took up fresh negotiations with Mr. Treadwell. These continued on for a long while. A letter that I have here from Mr. Treadwell, dated the 18th December, 1909, will show you that we were negotiating at this time: "Wellington, 18th December, 1909.—F. G. Dalziell, Esq., Solicitor, Wellington.—Dear Dalziell,—*Re* Mokau: It is evidently desirable that we should get legislation in any event this year. Possibly it may be the case that we may not be able to fix up the contract before Thursday. I have therefore made some alterations in the proposed clauses, and send you a copy. These alterations can do no harm, and would enable us, if

there were any temporary hitch in our negotiations, to get the thing through at a later stage. You will probably be seeing Dr. Findlay before Monday, and I therefore think it is desirable that you should have the opportunity of considering the suggestion.—Yours truly, C. H. Treadwell." That, as a matter of fact, is the only way in which Dr. Findlay interested himself in this matter. It was at the request, as you will see, of Mr. Treadwell. We could do nothing with Mr. Jones, and the nearer we got to a settlement, apparently, the farther we were from it, because Mr. Jones would always consider, if we made any approach to what were his terms, that we were prepared to go farther; and so it went on, and nothing came of it. Then, early in January, 1910, I took up the matter with the Government again. At this time the Prime Minister had taken charge of the question, and I wrote him a letter on the 25th January, 1910, as follows: "25th January, 1910.—The Right Hon. Sir Joseph Ward, Wellington.—Dear Sir Joseph,—*Re* Mokau: I understand that the principle Native owners have been in Wellington during the last few days, and that they are now asking more than the £15,000 they informed my client they were willing to accept. The uncertainty about the amount the Natives will sell for presents a difficulty if you do not take compulsorily; and it has occurred to me that probably the best way out of this difficulty will be for the Crown, if it determines to acquire the block, to settle with the lessee upon the basis of the contract entered into in May, 1908, between the lessee and Mason Chambers, Douglas McLean, and Sir Francis Price, all of Hawke's Bay, sheep-farmers. This contract was entered into by the Hawke's Bay people after full inquiry as to the value of the land and of the leases, and under it they agreed to pay the sum of £25,000 for the lessee's interests, together with a one-eighth interest in the leases—that is, about £28,000. The sum of £700 was paid to the lessee under this agreement, and the sum of £4,300 (a further part of the purchase-money) has been placed on deposit with a firm of solicitors in Wellington, pending the transfer of the leases to the purchasers. The Hawke's Bay people seek to determine this contract because of the doubts which have been cast upon the title, but they have acquiesced in an arrangement under which matters have been allowed to remain in abeyance pending a settlement of the Jones trouble. I think you will probably agree that the Hawke's Bay people are competent judges of the value of the leases, and that their undertaking to pay the price referred to is very strong evidence that the leases were worth that sum. As I have already informed you, the lessee is prepared to allow the purchase-moneys payable to him on a sale to the Crown (except such as may be necessary to pay off the English mortgagees) to remain in the hands of the Public Trustee until some time after Parliament meets this year, in order to allow Jones (or any one else who may claim these proceeds) to take action to enforce his rights. When I last saw you about this question I suggested that the lessee would probably agree to sell on the basis of £1 per acre. We would be quite agreeable to this if the price payable to the Natives amounted to something like £15,000, but, of course, we could not agree to that basis without a prior settlement of the Natives' claims. I think, however, that if you get some actuary in your service to go into the matter you will find that on the basis of £1 an acre the value of the Natives interest is less than £15,000.—Yours truly, F. G. Dalziell." Then I reported, on the 1st February, to Messrs. Travers, Campbell, and Peacock as to the position: "1st February, 1910.—Messrs. Travers, Campbell, and Peacock, Solicitors, Wellington.—Dear Sirs,—*Re* Mokau: We are now informed by the Prime Minister that the Cabinet has definitely resolved to purchase this property if the Government valuers place upon it a value anything like what we suggest it is worth—that is, not less than £1 to £1 2s. 6d. per acre. He also informs us that he has, in accordance with the Cabinet minute, instructed Mr. Kensington, Under-Secretary for Crown Lands, to have a valuation made immediately. Mr. Kennedy's valuation is £1 7s. 6d. per acre, while Native Minister suggests value is £2 per acre. The understanding upon which the Government will purchase is that the Natives' interest is to be acquired by the Crown; that your clients, the mortgagees, are to be paid the mortgage-moneys; and that the balance is to be paid to the Public Trustee to be held by him until a reasonable time after the meeting of Parliament in June or July next; the object being to enable Jones or any one else who claims to be entitled to any interest in these moneys to move either in Parliament or in the Courts for relief. The Government desires, in acquiring the interests of the Natives, to have the benefit of the Native Lands Act passed last session, under which the Natives are entitled to dispose of their interests in Native lands by resolution of a meeting of all the owners called in the prescribed manner. The Act does not come into force until the 31st March next, so that this procedure cannot be adopted till that date. We are hopeful, however, that as soon as the Government valuation has been obtained an arrangement can be come to by which the Crown will take over the mortgagees' interest and pay them out. We trust this will be satisfactory to you.—Yours truly, Findlay, Dalziell, and Co... That valuation took some time. At any rate, it took some weeks, and we were finally informed that the valuation would not justify the Government in paying the price Mr. Lewis asked for his interest. I then suggested to the Prime Minister that he should buy the interests of the Natives, which I understood he could buy at the time for £22,500, and acquire the interests of the lessees compulsorily. The position as at 21st June is set out in a letter to Mr. McLean:—"21st June, 1910.—P. S. McLean, Esq. (Messrs. Carlile, McLean, and Wood, Solicitors), Napier.—Dear Sir,—*Re* Mokau: I must apologize for not having replied earlier to your letter of the 4st instant. Negotiations have been going on during the last two weeks, which I hoped might enable me to give you information that finality had been arrived at in this very complicated matter. We have been recently endeavouring to proceed under the new Native Land Act for the purchase of the interests of the native owners, in view of the difficulty in getting the Government to interfere owing to the agitation fomented by Joshua Jones. The principal Native owners are now in Wellington. They have been conferring with the Native Minister and Premier during the last few days, in the hope that the Government would purchase their interests, and I am assured to-day by the Native Minister that the Government will, in all probability, agree during the next few days to buy the interests of the Natives, and in this case we understand that they will take compulsorily the

interests of the lessee, leaving it to Jones and Lewis to establish their respective claims to compensation. This would be the simplest way out of the difficulty, but if the Government finally decides that it will not purchase, then the Natives are prepared to deal with Lewis, and an early settlement will be arrived at. I will write you again in the course of a few days and let you know how matters are progressing. Yours truly, F. G. Dalziell." Then, on the 29th July I wrote to the Prime Minister a further letter: "29th July, 1910.—The Right Hon. Sir Joseph Ward, Wellington.—Dear Sir Joseph,—*Re* Mokau: For your information I would like to summarize the position. Mr. Treadwell admits that Jones has no chance unless he can induce the Government to assist him by acquiring the land and giving him a lease of the minerals and a small area as a farm. There seems to be only two alternatives by the Government—(1) To buy the Natives' interests and take the interests of the lessees compulsorily; (2) to refuse to purchase the Natives' interests, and to leave the parties to their respective rights. If No 1 is adopted, the Government will step into the shoes of the Natives and have all the rights the Natives are now entitled to. Mr. Treadwell suggested that the Government could simply pay the compensation awarded for the leasehold interests into the hands of the Public Trustee, and allow the parties entitled to it to fight the matter out among themselves. This is not, however, what will happen. As soon as the Proclamation is issued the Government, having purchased the Natives' interests, will have to determine whether it will claim any part of the compensation to be awarded for the leases—that is, whether it will contest the validity of the leases. If it does this, it of course questions the title of all the mortgagees, and at once also raises the question that, if the leases are invalid, the Natives may be liable to an action upon the part of the lessees. For instance, if the principal lease is cancelled on the ground that a covenant contained in it to form a company has not been performed, those Natives who entered into a deed releasing the lessees from performance of this covenant may be liable to be sued on the deed; at any rate to the extent of the moneys they have received under it. There is also the further question raised by Mr. Skerrett that, if the leases are set aside for suggested statutory defects, the lessees will probably have a claim against the Assurance Fund. If this alternative is adopted, the only way by which these probabilities of litigation could be avoided would be by the Government entering into an undertaking with the Natives that the leases should be acknowledged as being valid to the extent of the lands expressed to be comprised in them. If this course is followed, the Government will, of course, have the coal-measures to deal with if it desires to do anything for Jones. Apart from the question of satisfying Jones, there can be no doubt that the second alternative is the simplest for the Government, on the understanding, of course, that the lessees purchase the Natives' interests and release the Assurance Fund from all claims. The lessees would very much prefer to have the second alternative adopted, but I think the important question for all parties concerned is to have the matter determined on the basis of one or other of these alternatives as early as possible, because the delay seems to be leading to constantly increasing difficulties for everyone concerned. Yours truly, F. G. Dalziell." Later on I was informed that the Government would not take compulsorily, for two reasons. The first reason was that the Natives would only sell for £22,500. This was too much by about £7,500, if the leases were valid. The Government were thus forced either to undertake this expensive and prolonged litigation to test the validity of the leases, or else to pay the Natives £7,500 too much. If they paid the Natives and did not contest the leases they would have to pay this sum of £7,500 twice over, because they would have to take the leases on the basis of their being good, and they would have already paid the Natives on the basis of the titles being doubtful. The second reason was that the Government did not see their way to take compulsorily a coal-mine: there is a coal-mine involved in this. The difficulty they saw they would be faced with was that it was impossible for anybody to make a reasonable estimate of the amount of compensation which would be awarded to the lessees for their interest in the coal. The Government, of course, had no power to take the surface without the coal; they must take the whole thing or not at all. In the absence of any prospect of arriving at a reasonable estimate—at any estimate at all, in fact—of what they would be required to pay, the Government, we were informed, decided that they would not take compulsorily. We were told that it was not a business proposition. Then immediately after this Mr. Skerrett—it was some time in September—the letter is part of your proceedings—wrote to the Native Minister protesting against the way in which this question was being allowed to remain unsettled, and urged that the Government should consent to the issue of an Order in Council in order that the Natives' interest in the land might be purchased by the lessee. Mr. Skerrett and I continued to urge upon the different members of the Government that this course should be adopted, and, finally, on the 6th December, 1910, I was informed by Mr. Skerrett that the Government had agreed to the issue of the Order in Council. Mr. Skerrett and I then went into the question of taking the necessary steps to acquire the interests of the Natives, in accordance with the provisions of the Maori Land Act, 1909.

(At this stage the Committee adjourned till the following day.)

THURSDAY, 14TH SEPTEMBER, 1911.

FREDERICK GEORGE DALZIELL further examined. (No. 17.)

1. *The Chairman.*] Will you proceed with your statement, please, Mr. Dalziell?—Yes, sir. Before taking steps to acquire the Natives' interests, Mr. Skerrett and I went very carefully indeed into the question of the procedure necessary to enable us to get the title. It was, of course, a very important transaction, and we both recognized that it was essential that we should comply in every detail with the requirements of the statute and regulations, because if we did not the title we were purchasing might at any time be subject to attack. When I say "at any time"

I do not mean necessarily that after we had got our title it could be attacked in respect of some procedure, because there is a provision in the Native Land Act which makes the confirmation of the resolution conclusive as to the preliminaries; but we were very anxious not to have to go back over the ground a second time, and we therefore took care to do what we thought was required by the statute and regulations. We accordingly made two applications. Mr. Skerrett applied on behalf of the Natives to the Maori Land Board for a meeting of assembled owners; I, on behalf of Mr. Lewis, made a similar application; and Mr. Skerrett, on behalf of the Native owners, made formal application—he had, of course, already written to the Government on the subject—to the Governor for an Order in Council. Although this was an application to the Governor, it had, according to the regulations, to go through the Maori Land Board, and the Board, in sending it on to the Governor, had to make a report on it. A meeting was accordingly called for the 6th January, 1911, at Te Kuiti. I had originally intended not to be present at that meeting.. I understood from Mr. Skerrett that there would be no opposition at all to the resolution on the part of the Natives. I was in Dunedin at the time, and was not intending to be back until after the meeting. My client, however, telegraphed to me asking me to attend in case some difficulty arose. I assured him it was all right, but finally I went. At this meeting there were many Natives present.

2. *Mr. Herries.*] What meeting are you speaking of—the meeting of assembled owners, or the Board meeting?—The meeting of assembled owners. Mr. Skerrett first addressed all the Natives and everybody present. He told them plainly what he thought about the titles to the leases, and he finally advised them that if they were satisfied with the price they should sell rather than hold on to their property or go into the difficult and expensive litigation that seemed to be ahead of them. I also addressed the Natives, very shortly, making an offer of £25,000 in cash on behalf of the lessee. The Natives elected Mr. Bowler as chairman of the meeting without any opposition. He put the resolution, and the voting was as has been stated to the Committee already by him. After the voting had taken place Mr. Skerrett and I discussed the position with Mr. Bowler, and he told us that in the circumstances he would have very great reluctance in confirming the resolutions which had been carried. He said that the meeting was, in his opinion, not sufficiently well attended to justify him in confirming the resolution when there was so small a majority in its favour. Mr. Skerrett and I then discussed the position with the Natives, and the sellers said they would prefer not to go on with an application for confirmation of those resolutions which had been passed, because they thought it would only further alienate the non-sellers and leave the matter in a very unsatisfactory position. Their opinion was that it was better to sell all or none of the blocks. The non-sellers also were of opinion that it would be better for all sides to have a further meeting. Mr. Macdonald stated that after hearing Mr. Skerrett his people would like further time in which to consider the whole position. A resolution was accordingly moved, I think, but am not quite sure, by Macdonald, who was acting for the non-sellers—it was either Macdonald or some Native selected by him—and seconded by the other side, that the meeting should be adjourned to a date to be subsequently fixed by the President of the Maori Land Board. Mr. Bowler then suggested to both sides—suggested, in fact, to all the people present—that they should take steps to have a more representative meeting when they met again, and he advised them to get proxy forms from those Natives who could not be present personally. The meeting was accordingly adjourned. Mr. Skerrett and I then went before the Maori Land Board.

3. On the same day?—The same day. It was in the evening, I think, of the same day; and our applications, or application——

Mr. Herries: There were two, according to the *Gazette*.

Witness: I was not quite sure whether it was one or two. At any rate, the application for the Order in Council was considered. Our reasons in favour of it were stated, and the Board resolved to recommend the issue of the Order in Council. The reasons we urged are set out, I think, in the Board's minutes; but, shortly, they were that failing this settlement, expensive and prolonged litigation would result to all parties, including, probably, the Crown; and also that this block of land would remain idle probably for a long time to come; whereas the purchasers were willing, if they could be allowed to purchase the Natives' interests, to have it made a condition that the whole block should be disposed of in areas in accordance with the limitation provisions of the Maori Land Act. After these meetings Mr. Skerrett and I had a conference with the sellers, and we were informed that there was very bitter feeling between the two sections of the Natives. The sellers were controlled by Pepene: he was looked upon, I understand, by all the Native owners of the block as their principal adviser. It seems that some of those at Mokau were not inclined to take his advice in the matter, and they had a row, and feeling was very bitter just at the time of this meeting. We were told by Pepene and a chief named Wetere that if we approached the non-sellers at all they would not agree to sell: a great part of their concern in the matter was to get back what they called Pepene's mana. They therefore told us that it would be necessary for us to deal with them, and that they would do what they could to bring the other side in, but we must not interfere. It is important to bear in mind at this stage just what the position was then. The Natives had been told by the Native Land Commission that the leases were so defective that, in the opinion of the Commission, they should not agree to do more than pay £10,000—I think that was the sum—towards the liquidation of the trustees' mortgage. The Commission had expressed that opinion—that the leases were so defective that the lessors should not even pay the amount of the mortgage. They were also advised by Mr. Skerrett that the leases were defective, and that they had a claim against the Assurance Fund. They were further advised by Mr. Bell that the leases were very defective, and that, in addition to the probability of getting back, at any rate, IF, they would also be entitled to claim the sum of £10,000 damages for the non-performance of the covenants up to that date. They therefore at this time were having two alternatives, and two alternatives only, pressed on them: one was to sell for

£25,000, and the other to raise funds for the purpose of litigating the title to these leases. There was never at any time, in the course of these proceedings, any suggestion by anybody that it would be a good thing for the Natives simply to sit down and accept the rents under the existing leases. On the contrary, they were advised by both Mr. Skerrett and Mr. Bell that they should not accept the rent at all. So that the third alternative which has since been suggested—namely, that the Natives should sit down and do nothing—meant that they would be without any rent whatever for these lands. The acceptance of the rent, of course, was all the time waiving forfeiture up to the date of acceptance, that being the reason why Mr. Bell and Mr. Skerrett advised against acceptance. Now, in these circumstances the Natives had two opinions given to them, Mr. Bell's and Mr. Skerrett's. The opinion of each of these gentlemen was practically the same as to the value of the title to the leases, but, both holding the same opinion on legal questions, Mr. Bell arrived at the conclusion that the Natives ought to fight, while Mr. Skerrett considered that if they were satisfied with the price they ought to sell. Both sides among the Natives then took steps, I understand, to get proxies, and on the 25th January, 1911, I made application to the President of the Maori Land Board to hold another meeting at Te Kuiti. We had considerable negotiation about that. I wanted to get a date fixed to suit the convenience of Mr. Bell and Mr. Blair, as well as myself, and ultimately the President fixed, by consent of all three of us, the 21st February. Later on, however, we found that that date was not convenient. It fell about the same time as the Civil sittings in Wellington; and Mr. Bell, Mr. Blair, and I accordingly applied for another date, and that was agreed to, the 10th March being finally fixed. In justice to the President of the Maori Land Board I think I should read the telegrams that passed between us relating to the adjournments, because you have had evidence to the effect that the President endeavoured to force on these meetings. My first telegram was, "Great convenience all parties if Thursday, ninth February, fixed adjourned meeting Mokau-Mohakatino. If approved please instruct Under-Secretary insert notice adjourned meeting for that date." Mr. Bowler's reply was, "Date suggested rather inconvenient. Would thirteenth suit?" I wired, "Civil sittings commence here thirteenth. Bell, Blair, and I engaged local cases. Hope you can arrange earlier day. Please wire urgent Under-Secretary."

4. *Mr. Herries.*] Who is Mr. Blair?—Mr. Skerrett's partner. Mr. Bowler replied, "Impossible for me to take meeting on ninth as I have already gazetted business for Thames on tenth. It also seems advisable to give Natives rather more notice. Can you suggest later date suitable to counsel?" I wired, "Would Tuesday, twenty-first suit you? If so will you please arrange." He responded, "Fixing twenty-first for meetings." Then I sent this further wire: "Parties find twenty-first too early for meeting. All agree seventh March for meeting owners, if that will suit your convenience." He replied, "Seventh inconvenient. Would tenth suit? If so, will adjourn to that date. Reply here." I wired back, "Tenth will suit. Will you please adjourn accordingly." Then I got this further message: "Mokau-Mohakatino meeting adjourned to tenth. Presume you will inform all parties." Mr. Bowler further wired on 16th February, "Cannot get into touch with Natives. Presume you will acquaint them." On receipt of that telegram I informed Mr. Bell and Mr. Blair, and asked them to instruct the Natives for whom they were acting. Before that meeting I was advised by the Natives at Te Kuiti that the issue was doubtful—that is, it was doubtful if the Natives would sell; and I got a telegram from Mr. Grace up there informing me that Pepene was rather doubtful about carrying the resolution, and suggesting a further adjournment. I replied, "Jones writes he could do nothing with Otaki Natives." Jones, I may say, is the eldest son of Mr. Joshua Jones, and is the sublessee of a considerable area of the Mokau Block. "Think well for you see Pepene again. I feel that he may have been won over by other side. Think inadvisable postpone meeting further. If majority not favourable think best course be withdraw our offer, and apply Court determine position leases. Think certain our leases of all blocks but F good, and that if that is doubtful owing non-performance covenants, Court will relieve from forfeiture, and we can perform covenants for the future. Hosking, K.C., Dunedin, so advises. In this event, of course, we would not pay anything like twenty-five thousand to Natives. Please advise as to course you think best after seeing Pepene." That was to Mr. Grace. He replied, "If Natives still obstructive before tenth, your suggestion good. No use showing white feather. Withdrawal of offer will bring them to their senses." Now, in coming to the conclusion to withdraw the offer and test the validity of the leases, I considered these points: Messrs. Bell and Skerrett had both advised that the titles to Blocks 1G, 1H, and 1J were good. Mr. Skerrett had advised the Natives to sell. The Chief Justice had said that if application were made to the Court for relief from forfeiture of 1F he thought the Court would grant relief once.

5. When did he say that?—In the report of the Commission.

6. Speaking as a Commissioner?—Yes.

7. Not as Chief Justice?—No, but, of course, he is Chief Justice. That was an expression of opinion from him. It was also clear at this date that the whole of the owners of 1F had signed. I had also submitted the question of the title of 1F to Mr. Hosking, K.C., of Dunedin. He is recognized in the profession, I think, as one of the best conveyancing counsel in New Zealand: there is probably no better conveyancing counsel in the Dominion. I had submitted this question for his opinion. The lease of 1F contains four covenants by the lessee, and it was for breach of these covenants that the parties acting for the Natives said they could re-enter. These four covenants were—(1) to reside upon the land; (2) to provide a staff of surveyors for the purpose of developing the resources of the land; (3) to form a company with a capital of £30,000; and (4) to spend a sum of £3,000 per annum in the development of the minerals and timber on the land. Mr. Jones had obtained a deed of covenant releasing him from the performance of these covenants. He obtained this at about the time the leases were granted.

Mr. Jones: Nothing of the sort.

Witness: When I say "about the time" I am speaking comparatively. I think it was two or three years afterwards. The Natives received, by way of consideration for giving up these covenants, an additional rental of £75 per annum, and that sum had been paid them for a period of over twenty years. I think it was quite likely that some of the Natives, at any rate, had not signed this deed of covenant, but it was plain that all of them had accepted rent under it. I asked Mr. Hosking to advise as to each of these covenants, and his opinion was that neither the covenant to form a company nor that to employ surveyors, &c., bound anybody but the original lessee—Mr. Jones. He thought, however, that the other two covenants—that is, to spend £3,000 a year and to reside on the land—did pass to the assignee of the lease. In his opinion, however, Mr. Herrman Lewis was not liable for the breach of any covenant which had taken place before he bought, but that he might be liable as from that date, unless the Natives had received rent. His final opinion was that there was a very strong case for arguing that the whole of the covenants had gone, and in that case, of course, the lease was perfectly good. In any event, he advised that, in his opinion, relief would be granted from forfeiture. I therefore concluded that Mr. Lewis had a very good chance indeed of retaining the whole of his leases, and in the circumstances that then existed there was no doubt that he could for the future perform these covenants, if they were held to be binding on him, which seemed very doubtful. Further, Mr. Lewis had at this time entered into a contract for sale to Mr. Mason Chambers, under which he was to get £46,000 for the leases and £25,000 for the freehold.

8. *Mr. Massey.*] Additional?—Yes; that is, if he could get the freehold, Mr. Mason Chambers would pay the £25,000. If he could not, then Mr. Chambers would pay just as much for the leases as he was paying for them if he could not get the freehold.

9. *Mr. Herries.*] Do you know the date of that agreement?—I am not quite sure. It was some time before the 10th March. The option was given in January. It is fair to say, however, so far as paying £46,000 for the leases was concerned, that Mr. Mason Chambers was not bound to go on with that under the agreement; but he could, if he liked, within a period of three months, purchase at that price. Now, that was the position at that date, and it seemed to me that our best course was to withdraw the offer and place the question of the leases before the Court rather than allow the matter to stand over. We were at this time being constantly pressed by Mr. Campbell's firm, the solicitors for the trustees, to have the matter completed. Their people at Home were writing very strongly and complaining that the matter was not receiving proper treatment at the hands of Campbell's firm—Travers, Campbell, and Peacock. Now, on the 6th March, Mr. Bell asked for a further adjournment. I, however, would not agree, and the meeting was accordingly held on the 10th March. I went to Te Kuiti and attended the meeting. I think the meeting was fixed for about 10 o'clock, but it was adjourned at the request of the Natives, in order that they might hold a private meeting. The Natives were conferring together practically all day, and I was informed by Mr. Grace and Mr. Jones, both of whom were present, that they were making up their quarrel and were now all coming to the conclusion that they ought to sell, because they had not been able to raise the necessary funds to carry on the litigation. A meeting of assembled owners was held again in the afternoon, and at that meeting I told the Natives that unless they arrived at a conclusion on the resolution that day I would withdraw the offer. I did not put it as a threat, but I pointed out to them that the money necessary to pay them and to purchase the leasehold interests was available at the time, that such a large sum of money could not be held indefinitely, and that it was therefore necessary for these people to know at once whether the transaction was to go on or go off. The Natives then asked for a further adjournment till the evening, and they had, I believe, several further private meetings. In the evening they met again for a formal meeting, and Mr. Macdonald, who throughout these proceedings had represented the Natives at the meetings, made a speech, in which he said they were all coming to the conclusion, or had come to the conclusion, that they should sell. But, he said, they desired to have a further meeting at Mokau in order that they might discuss the matter further with the Natives at Mokau, and he accordingly moved that the meeting should be adjourned for some considerable time—I forget what time. I objected to such a long adjournment, but ultimately agreed to the 21st March. There was no question about the Natives not understanding the position at that time. Mr. Macdonald's speech was made publicly, in the presence of all the Natives.

10. *Mr. Massey.*] In Maori?—In Maori.

11. Are you sure?—Certain, because I had to get it interpreted by Mr. Grace, who was present, and Mr. Grace told me he considered Macdonald had quite come over. That is how I remember it.

12. *Mr. Dive.*] Is he a licensed interpreter?—Yes. Now, there was no question about the feeling of the Natives then. Their representative was quite open in saying that they were all of opinion that they should now sell: it was only a question of getting confirmation at Mokau. At this time I had had no negotiations at all, either directly or indirectly, with the non-sellers, nor had, I believe, anybody else on behalf of the purchasers. We were told quite plainly that the people who were to settle this thing, if it was to go through, were our own people, and we refrained altogether from any communication of any kind with the other side relating to the purchase. And these remarks apply to the time after this meeting, as well as before. Before the date fixed—the 21st March—I was informed by Mr. Grace, I think it was, that Mr. Hardy was coming down to Wellington to see me, and going, he understood, to Palmerston to see Mr. Loughnan. I at once telephoned Mr. Loughnan, and begged him to have nothing to do with Mr. Hardy, because I felt that the Natives would sell, and I was afraid that if we negotiated with the Hardy people we should lose the other side. However, it seems that Mr. Loughnan did see Mr. Hardy, and made the arrangement of which Mr. Hardy has informed the Committee.

13. *The Chairman.*] Was Mr. Loughnan acting with you on that occasion?—No, he was not acting with me. He was rather acting against me, in a sense. They were apparently very anxious that we should see the matter through, in order that their arrangements might be carried out.

14. *Mr. Massey.*] That is, they had purchased from you prior to your purchasing from the Natives?—Yes; that is, Mr. Mason Chambers had an option: they had an agreement to purchase from Mr. Mason Chambers. However, they were more concerned in it than that—in this way: a further property was being taken over by the company, and the delay in settling this matter was apparently very inconvenient for them. One of the partners—Mr. Fraser—attended one of these meetings, and, I suppose, his judgment was not the same as mine: he was a little more afraid than I as to the result, and he probably reported that to Mr. Loughnan. At any rate, the result was that Mr. Loughnan thought it was advisable to comply with Mr. Hardy's demands; and that was ultimately agreed to. Then I attended the final meeting, on the 21st or 22nd March. At that meeting the resolution was carried without any dissent at all. I then went on to Auckland to attend a meeting of the Maori Land Board in order to apply for the confirmation of this resolution. I knew that before I could get an agreement to sell from the Maori Land Board it was necessary to have the Order in Council issued and to satisfy the Maori Land Board that the Natives had other lands sufficient for their maintenance. When I got to Auckland, however, I found I was not in a position to supply them with all the necessary information about other lands, and also the Order in Council had not been gazetted. I had understood from Mr. Fisher before I left here that it would be gazetted on a certain date, but there was some delay. The Board fully considered the question, and came to the conclusion that if I could satisfy them upon these two points they would confirm the resolution. There was no question of the Board taking my word on either of these points. The Board very properly would not confirm the resolution until they were satisfied upon these two questions; and they therefore intimated to me that they would confirm them subject to the production of evidence on these two points. At that meeting the terms of the agreement which the Board was to execute for the sale of the Natives' interest were discussed and finally approved, although, of course, not executed. This agreement had been drawn by Mr. Skerrett and approved of by myself. It was drawn with the intention of carrying out the undertaking that had been given to the Government with respect to the matter of subdivision, and Mr. Skerrett was satisfied, and I am thoroughly satisfied, that it carries out that purpose. The President of the Maori Land Board very rightly insisted that in this matter he should have the advice, at the purchaser's expense, of the Crown Solicitor in Auckland. That was accordingly arranged, and the agreement was approved by Mr. Tole, and all subsequent documents which have been signed by Mr. Bowler have also had Mr. Tole's approval.

15. *The Chairman.*] Is Mr. Tole solicitor to the Maori Land Board?—He is Crown Solicitor. I expect he is solicitor to the Board. Sir James Carroll could tell you.

Hon. Sir J. Carroll: There is no solicitor to the Board.

Witness: That agreement, I expect, has been put in. It is, of course, intended as an agreement for the sale of the property by the Natives to Mr. Lewis.

The Chairman: We have copies, I think.

Witness: It contains the usual provisions in an agreement for the sale of land, with the usual penalties for not carrying out the contract. It contains, however, further provisions intended to enforce the cutting-up of the property. In determining the form of these provisions it was necessary to do what we could in the way of making the alienations as free from difficulties as possible—that is, consistently with the purpose; and we think that has been carried out. Now, it has been suggested that the Natives have not received sufficient value for their land. Of course, that must largely be a matter of opinion. I should like to say this, however, that I have gone into the question of the actuarial value of the respective interests of the Native owners and the lessees of this land. Taking the value to be £1 per acre and the leases to be good, the value of the Natives' interest is less than £15,000; and before the value of their interest could exceed the price which has actually been paid to them the land would require to be worth more than £90,000. Further, I have never heard any suggestion at all from any person connected with these negotiations that £25,000 was not a sufficient price. Now, with regard to the subsequent transactions with the leases, I have copies of the various dealings which have taken place since the purchase by Mr. Lewis, and I shall be glad to answer any questions relating to them, or relating to any part of this transaction, particularly the question of due compliance with the statute and regulations. So far as I know—and Mr. Skerrett was also of this opinion—we have strictly complied in every respect with the statute and regulations. Of course, one can never be quite sure in these matters, but I have not heard any suggestion which throws any doubt on that opinion.

16. *The Chairman.*] Is not the doubt amongst the K.C.s? Like the doctors, they differ?—I have not heard any opinion expressed which throws any doubt at all upon that opinion of Mr. Skerrett's. I should like to say this: it was perhaps a little hard on the President of the Maori Land Board, who is not a lawyer, to have to explain the working out of a very difficult legal transaction. However, as I say, I shall be only too glad to afford the Committee any information it requires on that point. These, sir, are the main facts relating to my association with this matter. I should like now to deal very shortly with the specific charges that have been made, and to answer them if I can. In the first place, as I understand, Mr. Massey has made two charges only before the Committee.

Hon. Sir J. Carroll They are not charges.

Witness: Two statements, rather.

Mr. Massey: The statement I made is on record. Perhaps you had better read it and tell us what you refer to.

Witness: It was really when Mr. Massey was cross-examined by Mr. Ngata. Mr. Massey agreed there with Mr. Ngata's suggestion, subject to the matter being kept open for further questions, that there were really two questions involved so far as he was concerned. They were both of a public nature. One was that the interests of the public had been sacrificed, and the other that the Natives had not received sufficient for their land.

Mr. Massey: Would you mind quoting the exact words?

Witness: I can quote it from the *Dominion*.

The Chairman: Would it not be better to take our shorthand-writer's transcript of it? [Report handed to witness.]

Witness: Yes. Mr. Ngata said this: "I think we can boil the issues in this matter down to practically two, and I should like you to confirm them, if you agree, Mr. Massey. The first is that in issuing the Order in Council the Government committed a breach of the public interest" And Mr. Massey answered "They did something which was detrimental to the public interest." Then Mr. Ngata said "In the second place, the transaction was not in the interest of the Native owners?" and Mr. Massey replied, "I am also of that opinion; but I do not want in any way to limit the inquiry."

Hon. Sir J. Carroll: Mr. Massey added a third issue.

Witness: The third, I think, is rather an extension of the others.

Hon. Mr. Ngata: This is it: "The Government should have purchased the property themselves instead of allowing others to come in."

Witness: That is really involved in the first one. Mr. Massey very properly limited his statement before the Committee to these questions, with, however, the rider that if anything else developed he should be permitted to take advantage of it. Mr. Bell was called as a witness on these statements made by Mr. Massey, but whereas Mr. Massey has refrained from making any suggestion which in any way reflects upon the private individuals concerned in this transaction, Mr. Bell's statements were largely made up of matters which do seriously reflect upon these individuals. I should like therefore to reply in detail to the statements he has made. In the first place he said that Mr. Skerrett was not employed by the Natives but by the Government. That I know to be incorrect.

17. *The Chairman.*] Would it not be well, in connection with a statement made by a gentleman who is absent, that we should call a member of his firm?—I am speaking of my own knowledge now. I shall limit my remarks to matters that are within my own knowledge.

18. But Mr. Skerrett's firm are here, are they not?—Yes. I was going to suggest that, for there is another question in which they are interested. But I know as a fact from Mr. Skerrett that he was employed directly by the Natives and not by the Government.

19. You see my point: if a member of Mr. Skerrett's firm confirms that statement of yours, it is strengthened?—You are quite right. I was coming to that directly.

20. *Mr. Massey.*] You mean that Mr. Skerrett was employed by a section of the Natives?—No. You will remember that Mr. Bell said Mr. Skerrett was not really employed by the Natives at all: that he was employed by the Government to advise the Natives.

21. I am putting it to you myself, apart from what Mr. Bell said. I put it to you that Mr. Skerrett was employed by a section of the Natives only, and not by the whole of the Natives?

Hon. Mr. Ngata: The sections developed later. There were no sections then.

Witness: I think you are not correct there, Mr. Massey. I think you will find that it was at a later meeting that Pepene had a quarrel with some of the Natives. Up to that time he was acting for them all. Mr. Bell came into it, you will remember, in December. Mr. Skerrett was first instructed early in 1910. My second point is that Mr. Bell said that at the first meeting there was an overwhelming majority against the sale. This statement is not correct. There was, in fact, a majority in favour of the sale of the principal block, 1F—the only one as to which the title was in any way defective; and the total area comprised in the blocks concerning which the resolutions were carried was 31,000 acres out of 53,000. In the third place, Mr. Bell said that Mr. Skerrett had informed him that he had retired from the matter in favour of Mr. Bell after the first meeting, and Mr. Bell told you that he had confirmed that statement by reference to Mr. Skerrett's office. Now, I have the authority of Mr. Skerrett's firm for telling you—and if necessary Mr. Blair, of that firm, will appear to tell you—that far from Mr. Skerrett retiring from the matter——

The Chairman: If you pursue that line, Mr. Dalziell, I shall probably later on have to allow questions about it which otherwise I should rule out. I suggest to you that you allow Mr. Blair himself to answer that question.

Hon. Sir J. Carroll: The witness says he has the authority of the firm for his statement.

The Chairman: I think it is better for a member of the firm to be here.

Witness: The Committee will require confirmation. But I should like to point out that this arises from a statement which Mr. Bell was permitted to make, but which should really have come from Mr. Skerrett's office. I mean that Mr. Skerrett's firm should then have been asked to appear and make this statement, instead of Mr. Bell.

The Chairman: It is open for Mr. Blair or some other member of Mr. Skerrett's firm to be called, if they wish.

Witness: That is the position. Mr. Blair told me that I could make use of his statement to me, and that if the Committee desired it he would attend and confirm it. I also know this: that after Mr. Skerrett left New Zealand I arranged with Mr. Blair and Mr. Bell, as you will see from these telegrams, to consult their mutual convenience in arranging a date for the second meeting. Mr. Bell was aware—he will not deny it—that Mr. Blair was also going to attend this meeting on behalf of the other section of the Natives. That was as late as the 16th February, Mr. Skerrett having left early in January.

22. *Hon. Mr. Ngata.*] Mr. Bell says that, in his reply to you, on page 28 of the printed evidence, "I recall now that when you were trying to arrange a date, Mr. Blair's convenience was consulted"?—Yes. I have no doubt that Mr. Bell had forgotten. The fourth statement made by Mr. Bell which I wish to refer to is that the Natives were misled into the belief that they must either raise £800 or sell, whereas their proper alternative was to hold on. I should like to suggest, with all respect to Mr. Bell, that this is pure imagination. There was never any question of holding on without litigation, as far as I am aware. All but four or five of the Natives were anxious to sell if they could not set aside the leases.

23. *Mr. Massey.*] Are you quite sure of that?—I am speaking of what is in my own knowledge.

24. That all the Natives with the exception of four or five were anxious to sell?—I understand so.

25. All but four or five out of 108?—All except the Te Whiti-ites.

26. You add them to the four or five?—No, they are the four or five. I never at any time was informed—in fact, I do not think the question was ever raised—that any of them desired to hold on to the leases without litigation, because if they had they would have been in the unfortunate position of not being able to take their rents. They would have been in an extraordinarily awkward position if they had simply done nothing. Mr. Lewis would have been accumulating the rents, and they would have been getting nothing at all. They could not raise the necessary funds to carry out Mr. Bell's advice. They therefore chose to adopt Mr. Skerrett's.

27. Was Mr. Skerrett in New Zealand when the sale took place?—No, but there was not a single alteration of the circumstances between the time when Mr. Skerrett advised the Natives to sell and the date when the resolution was finally carried. Mr. Skerrett's advice was quite as apt at the final meeting as at the first. Mr. Bell's fifth statement is that the Natives had no advice on the resolution submitted to the assembled meeting; and it has been suggested that the Chairman of the Maori Land Board should have seen that they had. The reply to that is that the resolution at each meeting was the simple one that the Natives should sell. The Board knew that Mr. Skerrett had advised on this at the first meeting. They were informed by Mr. Bell before the second meeting that he was advising them, and they were never informed by Mr. Bell or anybody else that he had retired from being their counsel—that his advice had been withdrawn from the Natives.

28. Do you assert that Mr. Bell retired from the position of counsel?—Perhaps "retired" is not the proper word. "Was not then advising the Natives" would be better.

Mr. Herries: Surely Mr. Dalziell can hardly speak with regard to Mr. Bell's own connection with his clients.

Witness: Pardon me. I am speaking now of communications which, to my knowledge, passed between Mr. Bell and the Chairman of the Board. They have been put in.

Mr. Herries: We have Mr. Hardy's telegrams to Mr. Bell, too.

Witness: That is so: I will come to them directly. The sixth statement is that the Maori Land Board had used its powers to coerce the Natives by calling meeting after meeting to force them to sell. This again, I say, is pure imagination. The first meeting was adjourned at the request of the sellers and non-sellers. The second meeting was fixed for a date to suit Mr. Bell's convenience, he having said he would be present. The original date was altered to suit the convenience of all counsel engaged, including Mr. Bell. Mr. Bell applied for a further adjournment, but we could not agree. The second meeting was adjourned on the motion of Mr. Bell's clients, who wished to consult their people at Mokau. There were therefore only two adjournments.

29. *Mr. Massey.*] There were three meetings?—Yes: the third was an adjournment of the second. The seventh statement is that Mr. Skerrett could not have believed in the claim for £80,000. Now, I took part with Mr. Skerrett in these negotiations, and I am aware that he both advised the Natives, and made the basis of a claim on the Government, that the Natives had a valid claim on the Assurance Fund. Of course, £80,000 was fixed simply as the outside limit—it was impossible for anybody to tell what the value of the claim was.

30. That claim holds good, does it not?—I think you will find it does not, if you or anybody else tests the question. Mr. Bell bases his opinion on the fact that the Natives, having been parties to the lease, could not claim on the Assurance Fund. I suggest he has not given sufficient consideration to the fact that, the lease being prohibited by statute, the Natives must be treated as not having signed it, except where the question of the title to the land is concerned. Their act in signing the lease was illegal and void, and it would defeat the purpose of the statute if by signing it they were deprived of a claim which they would otherwise have had on the Assurance Fund.

31. *The Chairman.*] Would that not apply right from the start, in the dealings with these lands?—From the very start. As far as the Natives were concerned, apart from the title guaranteed by the Land Transfer Act, the lease was just as though it had been a piece of blank paper. That is the effect, as I understand it. Now, the eighth statement is this, that the Board directed that £2,500 was to be paid for expenses.

32. *Mr. Herries.*] I think Mr. Bell withdrew that?—I will not deal with it, then, but will merely say that there was no such order made. The ninth statement is that he (Mr. Bell) thought that Mr. Hardy and Mr. Macdonald had arrived at the conclusion that it was a very good thing he did not attend the meeting. In the first part of his evidence Mr. Bell stated that he had advised Macdonald and Hardy that his presence at this meeting was not necessary if they were not going to pass a resolution to sell. Mr. Bell told you that, and then later on he said that they evidently thought it a good thing that he should not be present. The only implication one can take from that is that they had some sinister design in view.

Mr. Massey: Macdonald wired that Mr. Bell was not wanted.

Witness: The telegrams that passed between Mr. Bell and Mr. Hardy speak for themselves, and suggest that Mr. Hardy only agreed at Mr. Bell's urgent request to Mr. Bell not being present.

Mr. Herries: He did not say that. Macdonald wired that Mr. Bell was not wanted.

Witness: Only after Mr. Bell's request was made.

Mr. Massey: No, before.

Witness: Pardon me. The Committee have the telegrams. You will find that Mr. Bell telegraphed "Am I required?" and Mr. Hardy replied, "I will communicate with Mr. Macdonald and let you know."

Mr. Massey: Mr. Macdonald's telegram is dated the 7th and Mr. Bell's the 8th.

Witness: You will find that on receipt of a telegram from Mr. Bell asking if he was required to attend the meeting, Mr. Hardy wired, "I will communicate with Mr. Macdonald and let you know."

Mr. Massey: You are quite mistaken.

Hon. Sir J. Carroll: Mr. Bell's wire was on the 6th and Mr. Macdonald's on the 7th. On the 8th Mr. Bell wired to Mr. Hardy to engage rooms.

Mr. Massey: I have the telegram in dispute. It is dated the 7th March, and is from Mr. Macdonald to Mr. Hardy: "Mr. Bell not required. Will arrive Thursday morning."

Witness: That is not the first telegram.

Mr. Massey: It is the first telegram from Mr. Macdonald to Mr. Hardy. And on the next day, apparently, Mr. Hardy wired to Mr. Bell, "Macdonald advises not necessary for you to come." There is another telegram on the 8th. These telegrams appear to have crossed. This is from Mr. Bell, in which he asks Mr. Hardy to arrange for a bedroom for him. That telegram is dated the 8th—after the telegram dated the 7th had been received by Mr. Hardy.

Hon. Sir J. Carroll: The first one from Mr. Bell was on the 6th.

Witness: Those telegrams will speak for themselves. The last statement is that Macdonald must have been bought. Now, Mr. Bell said in his evidence that he was quite sure that neither I nor Mr. Lewis had anything to do with the misleading—as he termed it—of his clients; but a statement such as that, that Macdonald must have been bought, necessarily reflects upon all the parties concerned with the purchasers in this matter. It necessarily implies, I suggest, that some one acting for the purchasers must have bought Macdonald. Now, Mr. Bell made no attempt whatever to give you any evidence of any kind in support of that statement. And there is no foundation for it of any kind. I suggest that it is a very extraordinary statement for one in Mr. Bell's position to make. I think that is all I desire to say, sir.

33. *The Chairman:* Is that the conclusion of your statement?—Yes, sir.

34. *Hon Mr. Ngata.*] You gave evidence before the A to L Petitions Committee last year, on the petition of Mr. Joshua Jones, Mr. Dalziell?—Yes.

35. Mr. Skerrett did also?—I do not remember.

36. I want to quote from Mr. Skerrett's evidence given before that Committee on this question of a claim on the Assurance Fund. This is what he said: "We claim, besides the right of re-entry, that the lease of 1882 was wholly invalid. I do not suppose I need trouble you with the grounds for that claim, as it is a complicated matter; and we further claim that, if Mr. Lewis has a Land Transfer title, the Registrar-General is entitled to compensate us, because the lands have been brought under the Land Transfer Act. With regard to the rest of the leases, of the pastoral portions, I have advised the Natives that all these are bad leases, and that if Mr. Lewis has a lease under a Land Transfer title, they are entitled to compensation from the Assurance Fund, and I have given the necessary notice in all the cases. They have got to be brought within six years from 1904; and in one case I have issued a writ against the Assurance Fund claiming damages. You will see that, if not settled, this is going to involve great and costly litigation. There will be actions against Lewis to determine the lease, and, possibly, actions against the Assurance Fund to claim compensation." That was the opinion that Mr. Skerrett held when he appeared before the Committee on the 28th October, 1910?—That is so.

37. Can you tell the Committee that that was Mr. Skerrett's opinion up to the time the negotiations were entered into?—That is the opinion that Mr. Skerrett always expressed to me.

38. Would Mr Skerrett have expressed that opinion if the claim were merely a bogus one?—I think that Mr. Bell ought to be, and probably would be, the first to say that Mr. Skerrett would never set up bogus claims.

39. You say that you made inquiries, before the Board confirmed the resolution, as to whether the Natives had sufficient other lands?—Yes.

40. Did you satisfy the Board of that before confirmation of the resolution was granted?—We did. It was a matter of very great difficulty. We had to employ people in Auckland, Otaki, and New Plymouth.

41. The usual course, I think, is to submit a search to the Board?—Yes. The difficulty here lay in the fact that the Maoris were scattered over different provincial districts. It was a somewhat expensive matter to obtain the information.

42. But that information was supplied?—It was obtained. It was shown that every Native had other lands, the details of them being given.

43. You were present at the final meeting of the assembled owners when Judge Holland presided?—I was.

44. What part did Judge Holland, as representative of the Board, take in the proceedings?—The only part he took was to inform the Natives that they were entitled to elect a chairman to preside at the meeting, and both sides desired that he should preside. He acted as chairman and put the resolution and declared it carried.

45. Did he advise the Natives in any way as to how they should exercise their power—for instance, did he advocate the selling of the land?—No, he gave no advice at all to the Natives, except on the question of procedure.

46. *Mr. Herries.*] You say that Mr. Herrman Lewis came to you in August?—The 3rd August, according to my diary.

47. He had previously had dealings with this Mokau Block?—Yes. I explained that he had been connected with it for some time.

48. He had employed other firms of solicitors with regard to the litigation that took place?—Yes.

49. He had an action in the Supreme Court, had he not?—Yes. As a matter of fact his usual solicitor in Wellington, I think, is Mr. Tringham. But he employs nearly every solicitor in Wellington, I think, in different matters.

50. But he had been employing other solicitors?—Some time previously. Just at this time Mr. Campbell's firm had been acting for him in this transaction, but matters became so complicated between the three parties concerned that he had to get some one else.

51. When he applied for the removal of the caveat, it was only a few months before he came to you?—Yes.

52. It was the same year, at all events?—Yes.

53. A few months before, he had employed another firm?—Yes. I was at the time acting for him in other matters than Mokau.

54. You were his solicitor in other matters?—Yes. I think almost every solicitor in Wellington has acted for him in one way and another.

55. With regard to the first sale to Mason Chambers, Douglas McLean, and Sir Francis Price, who were Messrs. Moorhouse and Hadfield acting for?—For Carlile, McLean, and Wood, of Napier.

56. Mr. P. S. McLean's firm?—Yes.

57. Simply as agents for them?—Yes.

58. They were the agents for the purchasers?—Yes.

59. £5,000 was paid down, of which Mr. Lewis got £700?—Yes.

60. And £4,300 was left?—Yes.

61. Were you acting for Mr. Lewis at that time in this matter?—No, that was all prior to the transactions. I came in after the tangle had arisen.

62. You said that Mr. Bell was wrong with regard to the Government employing Mr. Skerrett?—Yes.

63. You knew that in this case Mr. Skerrett had been employed by the Government before the Native Land Commission?—A considerable time before, yes.

64. The Commission was not defunct at the end of 1908?—I think Mr. Skerrett did not act for some time before this.

Hon. Mr. Ngata: I think he ceased to act about the middle of 1908. That was the only time he was with us—at Te Kuiti in 1908.

65. *Mr. Herries.*] It was common knowledge that Mr. Skerrett had been acting for the Natives before the Commission?—Yes; but this was about two years later.

66. The Commission was still in existence?—Not at the time he was employed here. He was not employed in this matter until 1910.

67. That is what I want to get at. When was Mr. Skerrett first employed? Have you any idea?—Yes. He was employed after the Native Commission reported. That would be about May or June, 1910, I should think.

68. *Hon. Mr. Ngata.*] You mean 1909: the Stout-Palmer Commission reported on this block in March, 1909?—Yes, it was in that year: it was the year in which the Stout-Palmer Commission reported. It was when their report was published—a considerable time after the sitting.

69. *Mr. Herries.*] It was well known that Mr. Skerrett had been employed by the Government before the Commission, and it is quite possible that people might understand he was employed by the Government in this matter?—Yes. I have no doubt at all that Mr. Bell made a simple mistake.

70. Do you know who employed Mr. Skerrett in this case?—I do not know how he became employed in this case. What happened was that the Natives came down to consult Mr. Carroll, and the final result was that Mr. Skerrett was employed.

71. *Mr. Massey.*] When you say "the Natives," you mean Pepene and his section?—Yes. All I know is that Mr. Skerrett came to me about it on behalf of the Natives.

72. *Mr. Herries.*] On behalf of a certain number of the Natives?—On behalf of all, I understood. I did not know till the 6th January about his not representing all.

73. While you were acting for Mr. Lewis, did you make any offer to the Natives to buy the freehold, or did they come to you?—Mr. Lewis rather endeavoured to get them—they were down in Wellington from time to time, and he was negotiating with them for the purchase of the freehold.

74. What was the price?—At that time he was offering 5s. an acre, but ultimately a man named Andrew Pepene wrote him a letter in which he said they would sell for £15,000.

75. There was a definite offer made?—Yes. That was before the Commission reported.

76. Well, then, did you advise him not to give the £15,000?—No, I advised him to give it; but the difficulty was that he could not get the title.

77. Could you not have applied for an Order in Council under the old Act?—No.

78. I mean, an Order in Council to remove the restrictions?—No, the law did not permit it. It was only when the Act of 1909 came into force that this thing became possible, I think.

79. Surely you could have applied for an Order in Council to set aside clause 117?—Yes. It is very complicated. The reason we did not would be that we were then in negotiation with the Government for the purpose of carrying the thing through by getting special legislation.

80. At that time—when the Natives made the offer to sell for £15,000—you were in negotiation with the Government for special legislation, according to one of those letters?—It is difficult to gather all the reasons that prompted one; but my conclusion, after going into the matter as fully as I could, was that we could not carry out the transaction except in the way that was ultimately determined upon.

81. You were proposing to have legislation introduced to bring it under the 1907 Act?—Yes.

82. And to waive the conditions about dividing it into two portions—one for sale and the other for lease?—That is so.

83. Had the Government agreed to that?—No. The difficulty was that the Government did not care to interfere in the matter pending settlement of the dispute between Mr. Jones and Mr. Lewis.

84. It was Mr. Jones's action that stopped that?—That was the trouble.

85. It was not the Government's objection? If Mr. Jones had agreed to it the Government would have agreed too?—The Government had not expressed any opinion. They simply would not move, in view of the agitation on behalf of Mr. Jones.

86. Then we come to the passing of the Act of 1909. Is this the only occasion on which you have applied for an Order in Council under the 1909 Act?—Yes. The Act did not come into force until the 31st March, 1910.

87. It is not a usual thing to apply for Orders in Council?—It would be very usual, I should think, in special circumstances. I would suggest, in reply to that question, that no one can say that the Mokau situation is not unusual.

88. You agree that this transaction is a very unusual one?—Yes. The matter has been in litigation in some sort of way for thirty years.

Mr. Massey: Mr. Herries is referring to the Order in Council as being unusual, I think.

89. *Mr. Herries.*] The whole transaction is unusual?—Yes.

90. From the very first it would have needed either an Order in Council or special legislation?—That is so.

91. Who first had the idea of applying for this Order in Council—Mr. Skerrett or yourself?—It was my proposal.

92. You both put in applications for the recommendation of the Board?—I am not sure.

93. Mr. Bowler says so?—Then that will be right.

94. Did you communicate to the Government or any member of the Government that you were going to apply for the Order in Council? Did they know?—Yes. You see, Mr. Skerrett had made written application for their consent.

95. Did you personally make any application or see any member of the Government?—Yes, I saw both Mr. Carroll and the Prime Minister.

96. With regard to the issue of the Order in Council?—Yes.

97. And you, I suppose, gave the reasons much the same as Mr. Skerrett did?—That is so. His letter was submitted to me and approved by me.

98. When was it that Mr. Lewis gave the second option to Mr. Mason Chambers?—I am not sure. That was not a transaction in which I was concerned. As a matter of fact, it was kept from me, and I have no papers relating to it. I was not aware until, I think, some time in February—at any rate, a long time after the option was given—that it had been given.

99. But you know the terms now—£46,000 for the lease and £25,000 for the freehold?—Oh, yes, I have seen that since. As a matter of fact, there was another action pending in which it was involved, and I had to see it in connection with that.

100. Was that second option in lieu of the old option?—No. That is one of the most mysterious things about this transaction. The old agreement had never been rescinded. I put it to them that all parties should remain as they were; and that was never altered until the transaction was completed.

101. There were at the time, in fact, practically two options?—The first was an absolute agreement to sell; it was not an option.

102. The second was only an option?—Yes. So far as Mr. Lewis was concerned, as soon as the freehold was purchased the option became a binding agreement.

103. You mean the second option?—Yes.

104. Then there were two binding agreements, practically?—Well, of course, once the second was entered into, that, as far as Mr. Mason Chambers was concerned, did away with the first.

105. When did you first hear about the company being formed?—That would be some time in January—after the date of the first meeting.

106. How did you become aware of it—through your client or through communication with Mr. Loughnan?—I do not remember. Mr. Johnston, of Palmerston, I think, sent me a prospectus; but I do not remember whether it was the first intimation I had.

107. Did you know at the second meeting, when the resolutions were confirmed, that the sale would not be to your client, but to the company?—Yes.

108. You stated that Mr. Grace wired to you to say that Mr. Hardy was coming to see you and to see Mr. Loughnan?—After the second meeting.

109. Did you see Mr. Hardy?—No. I think the telegram was that he was coming to see me and Mr. Bell. But I never saw him, and I do not think he came to Wellington.

110. You say that he saw Mr. Loughnan?—Yes.

111. And I think you said that Mr. Loughnan apparently granted Mr. Hardy's demands?—Yes.

112. What were Mr. Hardy's demands?—£2,500 worth of shares; and Mr. Loughnan also agreed to pay the expenses of the Natives up to £1,000.

113. You say these were Mr. Hardy's demands. Do you know whether Mr. Hardy asked for them, or whether the company offered them?—I do not know. I was not present, and do not know what form the negotiations took.

114. With regard to this agreement made with the Maori Land Board as regards cutting the land up, had you consulted with Mr. Bowler beforehand as to what was to be put into the agreement?—The agreement was originally drawn before the first meeting.

115. By whom?—By Mr. Skerrett. It was, in fact, read to the Natives at the meeting of the 6th January.

116. *Mr. Massey.*] For whom was Mr. Skerrett acting at that time?—For the whole of the Natives, I understood.

117. But the Natives would not be concerned in an agreement such as this, regarding subdivision?—Nevertheless, the agreement was read by Mr. Skerrett to the Natives present at that meeting. Mr. Bowler protested. He said the Natives could not possibly understand it.

118. Was it in English?—It was translated into Maori.

119. *Mr. Herries.*] Did you consult at all with Mr. Bowler with regard to carrying out the agreement?—Not before the meeting.

120. Did you at any time?—At the meeting we did. We went fully into the terms of the agreement at the meeting.

121. Officially?—Yes. We had no consultation, I think, before that.

122. Which meeting are you alluding to?—The first meeting.

123. Did Mr. Bowler fall in with the arrangement that the land was to be transferred to him?—The first suggestion was that the Public Trustee should be made trustee. It began in this way: we first of all desired that the Maori Land Board should accept the office; and I think I then suggested, the Board being a statutory body and there being no express provision in the statute empowering it to take up this trust, that there might be a technical difficulty in the way; and therefore the Public Trustee was fixed upon. But when we came to thrash it out thoroughly it was found that the inconvenience and cost of having the Public Trustee in Wellington and the Maori Land Board in Auckland would be too great.

124. Who was it suggested that Mr. Bowler himself should be the trustee?—I urged him to take the trusteeship.

125. Before the Board or privately?—Before the Board at the meeting in Auckland.

126. At the time of the confirmation?—Yes.

127. With regard to the confirmation, the resolution proposed was that there should be a sale to Herrman Lewis?—Yes.

128. And that was confirmed?—Yes.

129. Has there been a sale to Herrman Lewis?—Yes.

130. Has it been carried out—the transfer is to Mr. Bowler?—The agreement for sale is between the Board, on behalf of the Natives, and Mr. Lewis.

131. The actual transfer is from the Board to Mr. Bowler?—That is right.

132. Is that strictly legal?—That is the usual method. Any purchaser of land under an agreement is always entitled to sell to whom he pleases, and to compel the vendor to transfer to whom he pleases.

133. Were the Natives aware that the actual purchaser would be different from the one named in the resolution?—Oh, no; the Natives went out at once. The moment the agreement to sell was executed they were out of it.

134. The Natives might care to sell to one man and not care to sell to another?—But having agreed to sell to one man, they were bound to transfer to whoever that man asked them to transfer to. They were legally bound; the law requires it.

135. Then it would be quite allowable to have one man named in the resolution and another man the purchaser?—Yes, that is an everyday transaction.

136. I suppose the Government were aware that this was proposed to the President of the Maori Land Board?—Yes. He did not take it without reference to Wellington. He referred it, I understand, to his Head Office and the Solicitor-General.

137. I suppose that you yourself or Mr. Skerrett had communicated these proposals to the Government?—I am not sure that we did refer the agreement. Probably we would, but I do not remember referring it to the Under-Secretary. Mr. Bowler, however, sent it to him.

138. About the money: Mr. Lewis told us that he got £71,000 in cash and 400 shares?—Yes.

139. But in the transfers there is £25,000 given in consideration of the freehold and £54,700 for the leasehold?—Yes.

140. That makes a total of £79,700?—Yes.

141. Can you explain it?—Yes. The reason is that the transfer was direct to Mr. Bowler, as trustee for the company in respect of all the land but the 7,000 acres, and as trustee for Mr. Lewis in respect of the balance. The consideration stated in the transfer therefore had to cover the consideration payable by the company to Mr. Lewis, as well as the consideration payable by Mr. Lewis to the Natives. You will find that those are the figures.

142. Did Mr. Lewis get £79,700 and the 530 shares?—No; he got £71,000 and 400 shares of £10 each.

143. Whom did the balance go to?—To Mason Chambers.

144. Mr. McNab told us that the company bought for £85,000?—I understand so.

145. These considerations only give the sum of £79,700. What happens to the balance there, £5,300?—The transfer to Mr. Bowler, which I have here, only shows the consideration £25,000.

146. That is for the freehold?—Yes.

147. And 530 shares?—250 shares.

148. It says 530 shares here?—250 I think it will be in the transfer to Mr. Bowler.

149. You say the difference between £85,000 and what Mr. Lewis got would be Mr. Mason Chambers's profit?—Yes. It was a very involved transaction. When the settlement took place Mr. McLean, representing Mr. Chambers, and Mr. Loughnan and I were present, and the whole matter was worked out in as simple a way as we could. I think the considerations have been correctly stated in the deeds.

150. But those considerations total £79,700, and Mr. McNab stated that the total sum paid was £85,000—a difference of £5,300. I see: that will be the 530 shares. Mr. Lewis got £71,000 and 400 shares. The balance is the profit that Mr. Mason Chambers made, I suppose?—Yes—at least, I do not know that he made that profit out of it. There were a lot of people—

151. Was Mr. Lewis entirely "on his own," or was he representing other people?—As far as I know he was the sole owner.

152. Did Mr. Bowler give Mr. Lewis a deed of trust?—Yes.

153. What are the conditions of the trust?—I have a copy of it here—in fact, the original. If you desire it I can put it in. The operative part is as follows: (1.) "The trustee hereby declares that he stands possessed of and entitled to that portion of the said lands described in the first

schedule hereto upon the trusts expressed in the said four agreements of the 11th day of April, 1911, with this variation, that the company shall, as the assign of the said Lewis, be deemed to be 'the purchaser' of such portion within the meaning of the said agreements as fully and effectually as if it had been named therein instead of the said Lewis. (2.) The trustee hereby declares that he stands possessed of and entitled to the residue of the said lands, being those portions thereof more particularly described in the second schedule hereto," &c. The residue there referred to are the 7,000 acres subleased. It goes on to provide that "the trustee will do, perform, and execute all acts, matters, and things necessary or requisite to be done," and that Mr. Lewis will at all times keep the trustee indemnified against liability. Both Mr. Lewis and the company indemnify Mr. Bowler.

154. There is a deed both to Mr. Lewis and the company—it covers all the land?—Yes.

155. With regard to the mortgage that Mr. Lewis gave to you: was that for £1,000?—Yes.

156. For your expenses, I suppose?—It came about in this way. Mr. Macarthy had a mortgage over a lot of properties belonging to Mr. Lewis, including a good deal of suburban land. The slump came, and he became afraid that his securities were not so good as they should be, and he asked for further security, and demanded a mortgage over the Mokau leases as collateral security. Mr. Lewis told me of this, and I said that if Mr. Macarthy was getting a bit afraid there was probably reason why I should. The transaction had then been going on for two years, and I suggested that Mr. Lewis should give me a mortgage for £1,000 to cover costs and expenses in the matter. He conferred with Mr. Macarthy, and the latter agreed to this being done, and to my mortgage going in before his.

157. Your was the second mortgage?—Yes, that of the English trustees of Flower being first.

158. Mr. Macarthy's was the third?—Yes.

159. Those mortgages have all been paid off?—Yes.

160. Out of the purchase-money?—Yes.

161. What about the survey liens? Were they incurred by Mr. Lewis?—No, but they were paid by Mr. Lewis. They were incurred by the Natives.

162. *Hon. Sir J. Carroll.*] They were liabilities over the block?—Yes, they were a charge on the block.

163. *Mr. Herries.*] Were they in existence when Mr. Lewis bought?—Yes.

164. *Mr. Massey.*] Did Mr. Lewis deduct the amount from the Natives?—Yes.

165. *The Chairman.*] Did he pay the back rentals that were due?—He did not deduct them. He had to pay them in addition.

166. Did he pay the rates that were due to the Clifton County—some £400?—Most of it was chargeable to the lessee. Mr. Lewis had to pay rates. As to land-tax, there was a sum of £70 chargeable to the Natives, which was deducted from the purchase-money, plus survey liens. That point came up at the meetings, and we promised from the start that we would pay them off.

167. *Mr. Herries.*] When was the purchase-money paid to Mr. Lewis?—The transfer is dated the 19th May. I think that will probably be the date of completion. All these transactions took place on the same day.

168. When did you register the transfer from the Board to Mr. Bowler?—We sent it up at once for registration, but for some reason the Registrar stuck it up, and it was not put through for some time. I think that first of all he wanted us to clear off the survey liens. There was some technical difficulty. But the transfers were presented immediately after the sale

169. In May?—I think it was May. This transfer is dated May.

170. The date of registration is given as the 8th July?—Yes; that was the date they were finally accepted for registration.

[Witness handed in several documents referred to in his evidence.]

FRIDAY, 15TH SEPTEMBER, 1911.

FREDERICK GEORGE DALZIELL further examined. (No. 18.)

1. *Mr. Herries.*] I was asking you about the mortgages on the Mokau Block. I see that in Mr. T. M. Chambers's account £44,221 1s. 6d. was paid off. Could you give the Committee any indication what mortgages were paid off?—All the mortgages.

2. What were the different sums?—The first mortgage—Flower's—was for £14,000, with interest for about three years, I think. The amount was something over £17,000, with the interest.

3. There was your mortgage for £1,000?—Yes.

4. And Mr. Macarthy's?—That came at the time to something like £25,000.

5. Then the mortgages that were paid off with this £44,221 would be the original mortgage to Flower's trustees, your mortgage, and Mr. Macarthy's?—Yes.

6. There were no others?—No.

7. The survey liens were separate?—Yes. They were paid out of the purchase-money.

8. You do not know how Mr. Lewis came to purchase the block at all? You were not connected with him when he originally purchased?—No. In what way do you mean "came to purchase it"?

9. He did not purchase it in order to farm it, but in order to make money out of it?—I expect he purchased it in the same way as he has purchased all other properties.

10. He is a speculator?—Yes—at least, he is a man who buys and sells land.

11. In one of your letters you state that at one time you offered the Mokau Block to the Government for £28,000—I mean, Mr. Lewis's interest?—Yes. You will find from that letter that it was not a definite offer: it was a suggestion that the purchaser would probably agree to accept that. You see at this time the whole thing was in a somewhat difficult position. Mr. Lewis was under very great pressure from the other people, and he might have been forced to sell at a price which he thought was not adequate and yet was the best he could get; and this suggestion was one of my efforts to bring about a settlement.

12. That was in January, 1910?—Yes.

13. At that time, if the Government had accepted the offer, Mr. Lewis would have been prepared to sell his interest for £28,000?—Yes, I think so.

14. And at that time the Government could have bought from the Natives for £22,500?—Yes, I understood so. That, of course, I was not a party to.

15. The Government, then, could have acquired the block for £50,500?—Yes.

16. They could have acquired for £50,500 what the company have paid £85,000 for?—Yes.

17. And they would have got the whole block, whereas Mr. Lewis still retains 7,000 acres?—Yes; but it is necessary to bear this in mind: that the Hawke's Bay farmers had agreed to buy Mr. Lewis's interest at that price—£28,000—but they came to the conclusion that it was not good enough and repudiated that agreement. Until Mr. Mason Chambers came along with this very fine offer——

18. The second time?—Yes——nobody had any notion that that price could be obtained for it.

19. Still, Mr. Chambers was one of the original three?—Yes. Well, you see he paid £25,000 more the second time than he was to pay at the first.

20. Can you account for the increase from £28,000 to £46,000 for the leasehold interest?—No. I expect that only Mr. Chambers can account for that. It is a very extraordinary increase. He had already repudiated an agreement under which he was to get the leasehold interest for £28,000.

21. Yet the company think £85,000 for both interests, leasehold and freehold, a satisfactory price?—They pay another £10,000?—Yes.

22. Mr. Chambers is equally a speculator with Mr. Lewis?—Mr. Chambers generally speculates in lands which he is prepared to farm, if necessary. He is a farmer.

23. Mr. Chambers is a good judge of land, I think?—Apparently. I understand he has been very successful in the purchase and sale of properties. Of course, the very difficult part to understand is why, having this agreement to purchase for £28,000, he should increase the price in that way.

The Chairman: Would it not be well to let Mr. Chambers be called and state his own opinion? I think the cross-examination is irregular.

Mr. Herries: I do not want to call him. I only asked Mr. Dalziell whether he knew of any circumstances that would cause the increase in the price that was given.

The Chairman: Well, let us get that from Mr. Chambers himself.

24. *Mr. Herries.*] I wanted to know whether Mr. Dalziell knew of any. I did not ask Mr. Dalziell Mr. Chambers's opinion. The result, Mr Dalziell, is that your client bought the lease for £14,000 and the freehold for £25,000, and sold the block for £71,000 and 400 shares of £10 each, and kept 7,000 acres?—Yes. Of course, he had to pay a very great deal more than the £14,000. There were expenses. There was £3,000 for interest.

25. He practically bought for £39,000 and sold for £71,000 and 400 shares, keeping back 7,000 acres?—That area of 7,000 acres retained by Mr. Lewis is subleased for thirty years.

26. But he gets the rents?—The rent is a very small sum.

Mr. Herries: Perhaps you can tell us what the rents are—or we can ask Mr. Lewis.

The Chairman: I asked Mr. Lewis what he received in rent from Mr. Walter Jones, who has nearly 800 acres, and he said £7 10s. per annum.

Mr. Herries: That is not the whole 7,000 acres.

The Chairman: That shows what the rentals are.

27. *Mr. Herries.*] I want to come back to the present position. What is the position of Mr. Bowler? Is he trustee for Mr. Lewis or trustee for the company, or both?—He is trustee for Mr. Lewis in respect of 7,000 acres, and trustee for the company for the balance. He is trustee to see that the land is subdivided.

28. In what position is he with regard to the subdivision of the land?—He is merely a trustee. He cannot alienate the land except in accordance with the declaration of the trust which permits the Maori Land Board to sell.

29. He is not trustee as President of the Board: he is trustee as a private individual?—He is trustee in his private capacity, but that is because the statute did not permit him to take the trust as President of the Board. It is the Board which has the power of disposing of the land, if it is not disposed of by the company within three years.

30. What security is there that the land shall be cut up?—There is this covenant.

31. It all depends upon Mr. Bowler?—Supposing Mr. Bowler were a dishonest person, is there any means of recovery?—Yes. He cannot sell it.

32. Why can he not give a transfer?—Because, in the first place, there is a caveat on it.

33. The caveat was not on until recently?—It was put on when the other documents were registered. It was registered when the transfer was registered.

34. No, a month later?—Was it? It was all part of the same transaction, at any rate.

35. But what is the actual security that the land shall be cut up? It is only that Mr. Bowler may refuse to sign the transfer?—No. The land is vested in him—that is, the legal estate is vested in him, subject to this agreement: in the first place the agreement, and in the second place the deed of covenant.

36. *Hon. Mr. Ngata.*] He can be compelled, can he not?—Oh, yes.

37. *Mr. Herries.*] Supposing a lease were offered to him that was over the statutory area and he signed it?—Yes: that does not matter.

38. Could the Registrar refuse to register it?—No, the Board could come in. It does not matter what encumbrances are on it meantime, they are all subject to that condition; and if the land is not disposed of, it does not matter whether it is leased, mortgaged, or anything else, the Board can sell it.

39. But supposing Mr. Bowler signed a transfer over the whole block to a single man: would not that transfer stand?—No.

40. What is to prevent it?—It might if somebody took it without notice, but he must have notice: the documents on the Register disclose the fact that there is this condition.

41. You mean to say that the District Land Registrar would refuse to register the transfer?—The transfer would be taken with notice of the fact that this condition was in existence which enabled the Board at any time after the three years to dispose of the land.

42. Is there any clause in the Act by which the Board can deal with European land?—There is no special power. There is some little doubt as to whether the Board itself can do that.

43. Very considerable doubt, I think?—I think it probably could; but we have provided that if the Board has not the power, the trustee for the time being has.

44. If the Board cannot do it, Mr. Bowler can do it?—Yes.

45. Then everything depends on the honesty of Mr. Bowler?—No. You imagine that Mr. Bowler is there and must always be there: he can be removed at any time.

46. By whom?—The Supreme Court. He is only an ordinary trustee.

47. He is acting as a private individual?—In a sense, but he is just like any trustee. The Public Trustee would be in the same position if we had appointed him. He could have done just what you suggest Mr. Bowler can do.

48. It all depends on Mr. Bowler's honesty as a private individual and not as President of the Board?—That is so, but it does not make any difference whether he is a private individual or in an official position—if he is going to commit a fraud the result is the same. There is power in the agreement to remove him at any time.

49. But he may have done the mischief—he may have sold the whole of the land?—He cannot. Anybody who purchases takes that notice, and therefore he is bound by the agreement to the same extent as Mr. Bowler.

50. Mr. Bowler mortgaged the land to Mr. McNab and others?—Yes.

51. What was the object of that?—Mr. McNab and others, I understand, guaranteed the company's account. You see the company had to borrow, for the purpose of carrying through this transaction, a large sum of money on the security of the land—this block and the other property too. They borrowed it, I think, from their banker, on the guarantee of the various individuals.

52. What was the amount of the mortgage from Mr. Bowler to Mr. McNab and others?—I do not know.

53. That was not prepared by your firm?—No.

54. It was done by Mr. Loughnan?—Yes. I expect the amount was not mentioned.

55. There was only one mortgage registered?—Yes. Is that the mortgage to the company, or to McNab and others.

56. To McNab and others?—That would be a mortgage to cover the bank account. It would probably not specify any sum.

57. Then Mr. Bowler also gave another mortgage to Mr. Mason Chambers?—Yes.

58. That would be on the 7,000 acres?—Yes.

59. What was the object of that?—An advance to Mr. Lewis. I do not know whether it is really relevant, but Mr. Chambers paid off Mr. Macarthy and took Macarthy's securities, and this was collateral.

60. You mean to say that Macarthy's securities are over other lands?—Yes. But that is really their private business, which need not be gone into.

61. What was the object of the Board lodging the caveat?—To prevent any dealings at all inconsistent with the agreement.

62. Why was the caveat registered later than the other deeds?—I do not know. There was not any special reason. We lodged it on behalf of the Board. That was purely a matter of convenience. We, as a matter of fact, were asked to register the documents of all parties—the company, Mr. Chambers, and Mr. Lewis. We acted merely as agents for everybody in registering the documents. Apparently the lodging of the caveat was left till a little later.

63. Was the caveat taken into consideration?—The caveat was part of the original arrangement.

64. Why was it registered later?—These things happen in an office sometimes. I had not charge of the actual conveyancing part of it myself. Somebody in my office had.

65. Mr. Bowler said that no instructions were given to you by the Board to lodge the caveat?—There was no resolution, I understand. It would probably be at my suggestion.

66. You do not generally act for the Maori Land Board, do you?—No, and I have not in this matter.

67. How is it you acted this time?—That was merely in the same way as I acted for all the other people. I did not act for the company, for instance, but I registered their documents.

68. Mr. Bowler has executed mortgages to McNab and others and to Mason Chambers: if the interest is not paid, can they foreclose the mortgages?—Yes, in the usual way; but you have always to remember this—I should have mentioned it before: this land, having been acquired from the Natives, cannot now be disposed of except in areas in accordance with the Native Land Act. The law prohibits it.

69. Will you explain why you think it cannot be alienated? You have got the Order in Council?—Yes, but only for this alienation.

70. The land is now private land: it is not Native land?—But then there is a special provision to the effect that once it becomes private land after having been Native land, it remains subject to the limitation provisions.

71. You mean, not according to the law, but according to the agreements?—No, according to the law.

72. Can you name the section of the Act?—It is the last section of the alienation provisions, Part XII; but in addition to that each mortgage contains a subclause to the effect that the land may only be disposed of in accordance with the limitation provisions of the Native Land Act. Here it is—section 206 of Part XII: "All Native land which after the commencement of this Act becomes European land shall thereupon become and at all times thereafter remain subject to Part XIII of the Land Act, 1908 (relating to limitation of area), in the same manner as if it had then been first alienated by the Crown, and all the provisions of that Part of the said Act shall apply thereto accordingly." That, of course, is an actual prohibition of future dealings except in small areas.

73. Supposing the company went into liquidation, what would be Mr. Bowler's position?—It does not make any difference. He holds for the company or its assigns—the owners for the time being of the equitable interest.

74. Mr. Bowler does not get any extra remuneration from the company?—I understand an arrangement has since been made by which he gets a small salary, I think, while he is trustee.

75. Is that paid by the company?—By the company. I think it came about in this way: there was an objection raised by the Department to his acting at all in the matter, and I think they were not sure whether he could legally do it, and I went with Mr. Fisher, at his request, to confer with the Solicitor-General. The conclusion come to was that Mr. Bowler could act, but that he ought to be paid for it.

76. *The Chairman.*] Do you know of any other case where a Government servant has been placed in such a position as that—I mean, receiving money from private people?—Oh, yes. There must be many acting as trustees—with the consent of the Department, of course.

77. *Mr. Herries.*] Do you not think it is putting a Civil servant in rather a peculiar position?—No, so long as it is known to the Department. I think it is fair to the Crown, as he has to do this extra work which takes part of his time. It is beneficial to the community, as he is carrying out this purpose of subdivision. It strikes me as fair that they should ask for it, and the company agreed to pay it.

78. Have you any idea what the sum is?—Yes.

79. What is it?—£5 a month, I think, during the continuance of the trust.

80. That is paid by the company?—Yes.

81. Does Mr. Lewis pay Mr. Bowler anything for being trustee for the 7,000 acres?—No.

82. If the company does not cut up the land in the proposed time, how can Mr. Bowler reconvey to the Board?—He does not need to reconvey to the Board.

83. I think the agreement was that, if the company did not fulfil its conditions, the Board could cut up?—What the Board does then is to advertise the land for sale.

84. Under what authority?—Under the authority of the agreement.

85. But under what section of the Act?—Under Part XIV.

86. Is there any section in Part XIV which allows the Board to cut up European land?—To cut it up subject to the terms of the Act. There is an express provision here to the effect that the Board is to have power to carry out——

87. What I want to know is, is there any statutory provision?—There is no express statutory provision, and for that very reason this clause was put in, to the effect that if it is suggested at any time that the Board has not the statutory power, then the trustee for the time being shall have that power.

88. Mr. Bowler can cut the land up himself, or whoever is the trustee?—Yes.

89. Without having anything to do with the Board?—Yes.

90. The trustee may be a person absolutely apart from the Board?—Yes; but you see he cannot get rid of the land except in these areas. Nobody can sell the land except in these areas, and there is a trust there, and an express provision also to the effect that if any person applies to the Supreme Court he can have the terms of the agreement enforced.

91. But who would apply to the Supreme Court?—I take it the Board would, or some officer of the Native Department.

92. Is there any agreement to that effect?—No, it is not necessary. That is part of the arrangement. They could do this under the agreement as it is drawn. You see, you put a lot of suppositious cases which cannot arise at all. It is somewhat difficult to give you the correct answer to a question which cannot arise.

93. I want to know if there is any statutory authority by which the Board could cut up and sell in case the company did not do it?—There is statutory authority enabling the Board to cut up lands vested in it.

94. But is there any statutory power to vest this land in the Board?—That is doubtful, and that was the reason why we put this clause in enabling the trustee for the time being to dispose of the land. I may say that this was a clause that was very carefully considered by Mr. Skerrett, myself, and Mr. Tole, and it was also referred to the Solicitor-General; and everybody agreed that it effectually carried out the purpose intended. That is the only answer I can give you. Of course, one can never know that a document will hold until the test comes. But I do not think any question should be put concerning the supposititious difficulties which you have suggested can arise.

95. What I want to find out is whether this arrangement effectively insures that the land shall be cut up?—All of us—the Solicitor-General, Mr. Tole, Mr. Skerrett, and I—were anxious to carry it out in such a way as would make it effective, and we believe we have done so.

96. *Mr. Massey.*] Are you quite sure that this block of land comes within the definition of "Native land" as provided in the Native Land Act, 1909?—I do not think there can be any doubt about it at all.

97. You know the definition of "Native land" [Statute handed to witness]?—Yes, it is Native freehold land.

98. You are quite satisfied of that?—Yes.

99. About this possible claim for £80,000 that was suggested by Mr. Skerrett: do you think, speaking as a member of the legal profession, that there is any ground for such a claim?—Yes; I felt satisfied that there probably was, although I had no occasion to go into the question closely. I merely concluded that it was a claim which ought to be avoided if possible.

100. Let me put it in this way: Suppose I leased certain land to you, and you registered the leases in the ordinary way under the Land Transfer Act: do you think, in the event of things going wrong, that I would have a claim under the Land Transfer Act if I had signed the leases willingly and freely on my own behalf?—No, not unless the Registrar knew you were under age and registered in despite of that.

101. You do not suggest that any one was under age in this transaction?—The Natives were in a similar position: they were prohibited from dealing.

102. *Mr. Herries.*] At that time?—Yes.

103. *Mr. Massey.*] If a man signs a lease with full knowledge of what he is doing, can he come along and claim damages under the Land Transfer Act because of something that has taken place?—Not if he is a free agent; and the Maoris were not free agents. When I say that, I am presuming that Mr. Bell's contention, and Mr. Skerrett's, is correct, that the Natives had no power to sign these leases. Both these gentlemen advised that the Natives had no power to sign these leases, and that they were illegal documents.

104. Why had they no power to sign leases of Native freehold land held under Crown title?—Because the law at the time did not permit them to do so. So the Chief Justice and Mr. Bell and Mr. Skerrett say.

105. Of course, you are aware that neither Mr. Bell nor Mr. Skerrett agree with the opinion expressed by the Native Land Commission, consisting of Sir Robert Stout and Mr. Jackson Palmer?—I understand they agree on that point.

106. The claim was supposed to be for £80,000, was it not?—No, not necessarily. What Mr. Skerrett said was that he gave formal notice of a claim for £80,000. He did not determine what the exact amount of the claim would be: it was not necessary to determine at that stage.

107. Of course that would be supposed to represent the value of the leasehold interest, if anything?—Yes.

108. If the leasehold interest is worth 80,000, what is the freehold interest worth—what is the whole block worth?—If the leasehold interest is worth £80,000, the whole block would be worth about £110,000.

109. Then you think the leasehold interest would be three times as valuable as the freehold interest in such a case?—Yes.

110. Even though the property would be greatly improved at the time the lease expired?—More than three times as valuable, I think. This is the test: If you take the total value as being £90,000, the value of the leasehold would be only £25,000 or £27,000.

111. You were asking for legislation in connection with this matter prior to the passing of the 1909 Act?—Yes.

112. Did that request, in your opinion, have anything to do with the insertion of the provision in the Native Land Act allowing sales to take place, or alienations to be made, by way of Order in Council?—It could have had nothing whatever to do with it. The provisions had no resemblance to one another in any respect. They did not serve the same purpose.

113. You have been connected with this transaction from the first, I think?—From the 3rd August, 1908.

114. From the time that Mr. Lewis became connected with it?—No.

115. At what date did he become the owner of the leasehold interest?—Some time in 1908, I think.

116. And you became connected with it then?—On the 3rd August, 1908. That was nearly a year after Mr. Lewis first became associated with it.

117. I think you probably know more about the transaction than any other man?—I have had to do with more phases of it than any other man—except Mr. Jones.

118. I made a statement on the day the inquiry opened before the Committee, and I will read some paragraphs of it to you. It begins in this way: "I have committed to writing a statement of the position as it appears to me, and with your permission I propose to read it: (1.) The Mokau-Mohakatino blocks, consisting of 53,000 acres of land, were leased by Mr. Joshua Jones from the Native owners for fifty-six years from July, 1882. (2.) With the object of providing sufficient capital to develop the property, Mr. Jones mortgaged his interests to an English firm. (3.) In course of time the mortgagees foreclosed, and the property was sold in New Plymouth by order of the Registrar of the Supreme Court, and was bought in by the representatives of the mortgagees. (4.) The mortgagees, having become the owners of the leasehold interests, sold such interests privately to Mr. Herrman Lewis." Is there anything incorrect in those statements?—I think those are correct.

119. "(5.) Mr. Herrman Lewis mortgaged the property to the English firm from whom he had purchased it, or their representatives, for the amount of the purchase-money or thereabouts"?—That is correct.

120. "(6.) Messrs. Findlay and Dalziell were solicitors for Mr. Herrman Lewis, and mortgagees of that individual's interest to the amount of £1,000"?—Yes.

121. "(7.) Mr. Herrman Lewis apparently approached the Government, through his solicitors or otherwise, and the result was that an Order in Council was issued so as to enable him to purchase the whole block from the Native owners, by so doing avoiding the provisions with regard to limitation of area in the Native Land Act, 1909"?—That is not correct.

122. In what way is it incorrect?—It did not avoid the provisions: it was in pursuance of the provisions.

123. Do you wish the Committee to understand that if the Order in Council had not been issued Mr. Lewis could have become the owner of the block?—No, because I know that he could not

124. The alienation could not have taken place without the issue of the Order in Council?—That is correct, but that is not your statement.

125. Oh, yes: let me read it again: "Mr. Herrman Lewis apparently approached the Government, through his solicitors or otherwise, and the result was that an Order in Council was issued so as to enable him to purchase the whole block from the Native owners——"? That is correct.

126. "—— by so doing avoiding the provisions with regard to limitation of area in the Native Land Act, 1909"?—There was no question of avoiding at all.

127. There was a question of avoiding, so far as Mr. Lewis was concerned?—No question of avoiding. It was done in accordance with the limitation provisions of the Native Land Act.

128. *Hon. Mr. Ngata.*] Would you have got the Order in Council otherwise?—No.

129. *Mr. Massey.*] That is a question for the Government, and not for Mr. Dalziell?—Of course, we cannot tell, because we never applied.

130. The point, of course, is this: that Mr. Lewis could not have become the owner of the freehold interest without the Order in Council?—That is quite right; but your statement following is not correct, because you say it avoids the limitation provisions of the Act: in fact, it does not. It was pursuant to the limitation provisions of the Act that we got it.

131. *The Chairman.*] That is your answer to the question?—Yes. The limitation provisions provide that this could be done.

132. *Mr. Massey.*] What is the limitation provision—what is the area which may be sold?—The area is specified of first-class land, second-class, and third-class, or, if the Governor in Council thinks fit, a great area.

133. You are speaking now of the Order in Council?—I am speaking of the limitation provisions. There is no fixed limit of 3,000 acres. You have to read the whole of those clauses together. It is Part XII, beginning with section 193.

134. Yes. I think section 204 is really the limitation section: "In computing, for the purposes of this Part of this Act, the area of any land, every acre of first-class land shall be reckoned as seven and a half acres, and every acre of second-class land shall be reckoned as two and a half acres." That really works out to 3,000 acres of third-class land and 1,000 acres of second-class land?—That is right.

135. If it had not been for the Order in Council Mr. Lewis would not have been able to purchase more than 3,000 acres?—That is quite right; but that is not what your statement says.

136. My interpretation is different from yours: but we will leave it at that. I come to the next paragraph: "(8.) A meeting of 'assembled owners' was held at Te Kuiti, and an offer was made by Herrman Lewis to purchase the freehold. His offer was declined. Another meeting was held, and adjourned." There is a slight inaccuracy there, because the second meeting was an adjourned meeting. "Another meeting was held, and adjourned; and at the adjourned meeting it was decided to accept £25,000 in cash and £2,500 worth of shares in a company to be formed for the freehold of the land. That works out to 10s. 4½d. per acre; and it has been stated that the meeting was not properly representative of the Native owners." That last sentence you may disagree with, because you have told us that, with the exception of half a dozen or thereabouts, all the Natives were willing to sell: but is the paragraph substantially correct?—Yes, apart from that.

137. "(9.) A meeting of the Executive was held on the 15th March of this year, the Hon. James Carroll presiding, when it was agreed to authorize the alienation of the land referred to by Order in Council. A meeting of the Maori Land Board was held at Te Kuiti on the 22nd March, when the sale was confirmed; but the *Gazette* with the Order in Council was not published until the 30th March, or a week after the sale had been confirmed by the Maori Land Board." Is that correct?—I do not know the date of the meeting of the Executive.

138. You have not seen it in the *Gazette?*—I may have, but I do not remember it. No, that paragraph is not correct. You say there that the sale was confirmed before the *Gazette* was issued. As a matter of fact it was not. What the Board did was to intimate to me that they would confirm the sale on these two conditions being complied with, which is a very different thing.

139. I do not think you have read the paragraph correctly. "A meeting of the Maori Land Board was held at Te Kuiti on the 22nd March." That is correct, is it not?—Yes.

Mr Herries: It is not really correct. The meeting was held at Auckland.

Witness: And it was held on the 23rd or 24th March.

140. *Mr. Massey.*] It was at that meeting that the sale was confirmed, was it not?—No.

141. When was it confirmed?—The Board took into consideration the application for confirmation, and intimated that they would confirm the sale on the two conditions being complied with.

142. Which two conditions?—The issue of the *Gazette*, and being satisfied as to the Native owners.

143. You know, of course, that the *Gazette* was not issued until the 30th March?—I know it was not issued until after that meeting.

144. It was practically confirmed at that meeting, whether it was held on the 22nd or the 23rd?—It was confirmed subject to these two conditions.

145. Then these statements are substantially correct?—It would be well to add to that, "subject to conditions," because it was not absolute confirmation.

146. With the exception of that, the statements are substantially correct?—Yes.

147. This is the Board's minute: "Board decided to confirm resolutions in each case, agreement not to be signed until certified list of other lands produced and Order in Council under section 203, 1909, gazetted." Is that correct?—Yes.

148. *Mr. Herries.*] Apparently the resolutions were confirmed, but the instrument of alienation was not to be signed until those conditions were complied with?—I understood that the Order was not to take effect until the two conditions had been complied with

149. *Mr. Massey.*] You are satisfied now that the resolutions were confirmed?—Subject to those two conditions, yes.

150. *The Chairman.*] I had to leave the Committee for a time yesterday owing to a petition which I had to attend to, but I carefully read through the report of the proceedings in the papers. According to it you said that an opinion had been expressed by Mr. Bell and Mr. Skerrett regarding these leases, and I think you also said that that opinion was borne out by Mr. Hosking, of Dunedin. Those gentlemen are all K.C.s, are they not?—Yes.

151. In this opinion, I understand, they disagreed with the finding of the Chief Justice and Mr. Judge Palmer. Do you remember the report of the Commission on the Mokau-Mohakatino Block?—Yes.

152. You say the gentlemen named disagreed with the finding of the Chief Justice and Mr. Judge Palmer?—Yes. Mind you, not all on the same points. For instance, the only question submitted to Mr. Hosking had relation merely to Block IF. Both Mr. Bell and Mr. Skerrett agreed that the titles to the other blocks were good. I therefore did not refer that question to Mr. Hosking; but Mr. Hosking was of opinion that the lease of 1F was probably good, nothwithstanding the opinion of the Commission, as expressed in its report.

153. That report came from the Chief Justice and Mr. Jackson Palmer, who is Chief Judge of the Native Land Court, and had had experience in regard to these matters?—That is so.

154. *Hon. Sir J. Carroll.*] You say that Mr. Lewis offered his interest in the land to the Government for £28,000?—Yes. If you get my letter you will see in what form the offer was made. This is it: "It has occurred to me that probably the best way out of this difficulty will be for the Crown, if it determines to acquire the block, to settle with the lessee upon the basis of the contract entered into in May, 1908, between the lessee and Mason Chambers, Douglas McLean, and Sir Francis Price, all of Hawke's Bay, sheep-farmers. This contract was entered into by the Hawke's Bay people after full inquiry as to the value of the land and of the leases, and under it they agreed to pay the sum of £25,000 for the lessee's interests, together with a one-eighth interest in the leases—that is, about £28,000.

155. Was there any acceptance of that offer?—No. What happened was that the Government at that time were willing to buy at this price, I understood: but they afterwards obtained a report from their departmental officers, and I understand that that did not justify them in paying this price. Of course, at that date nobody imagined that the price subsequently obtained could be secured for this land.

156. Would Mr. Lewis have had to pay these several claims out of that £28,000: £17,000 to Flower's estate?—Yes.

157. £1,000 to yourself?—Yes.

158. £25,000 to Mr. Macarthy?—Yes.

159. And £1,469 for survey liens?—Yes—well, we have not discussed that question of survey lien.

160. *Mr. Herries.*] Macarthy's mortgage over the leases was only collateral security?—Yes.

161. *Hon. Sir J. Carroll.*] Anyway, Mr. Lewis would have had little or no margin at all after paying liabilities out of the £28,000?—No.

Mr. Massey: Macarthy's mortgage had really nothing to do with it.

162. *Hon. Sir J. Carroll.*] Still, there is £17,000 and £1,000—that is £18,000; and Macarthy's interest was a liability over the block collaterally. I think that Mr. Massey, in one of his public utterances, stated that in the sale of this estate by the company the mineral rights will be reserved. Do you know anything about that?—Yes. I do not know what the company have published on the subject, but I do know this; that the minerals are part of the land, and that the limitation provisions apply just as much to the minerals as to any other part of the land.

163. Any sale of that land must carry with it the minerals?—They can reserve the minerals, but they can only reserve them in areas according to the limitation provisions.

164. Is there any condition or term in the agreement reserving them?—No, not in the agreement. They must cut up that land, the mineral portion and other portions, in areas complying with the limitation provisions.

165. The minerals go with the land?—Yes.

166. In Mr. Skerrett's application to the Government for the issue of an Order in Council, one of the paragraphs reads in this way: "Negotiations have therefore taken place between myself as representing the Natives on the one hand and Mr. Dalziell as representing Mr. Herrman Lewis and his mortgagees on the other hand. I think that an arrangement can be made by which the Native owners shall sell their reversion in the block expectant on the determination of the leases for a sum of £25,000, to be paid in cash within three months from the date of the contract. It would be a term of the contract for sale that Mr. Herrman Lewis should, within a period of three years, subdivide and sell the blocks of land in areas not in excess of the areas prescribed in Part XII of the Native Land Act, 1909, and that Mr. Lewis should not be entitled to call upon the Native vendors for conveyances or transfers of any part of the block except to purchasers of the same in the prescribed areas. The interests of the Natives will be protected, because if the purchase-money is not paid within three months they will be entitled to rescind the contract for sale, and the parties will revert to their legal rights anterior to the making of the contract. The whole arrangement will be made without prejudice to the existing rights of the Natives to avoid the leases or to re-enter and determine the leases should for any cause the sale not eventuate. This arrangement can only be given effect to by an Order in Council under section 203 of the Act, and I am accordingly applying for an Order in Council under that section." Can you confirm what is set out here as to the arrangements and the understanding between yourself and Mr. Lewis, and Mr. Skerrett acting on behalf of the Natives?—Yes.

167. In all these proposals?—Yes. We made these proposals in the hope of inducing the Government to settle this very difficult question, and we relied mainly upon the belief that they would do it in order to have the block settled.

168. And it was upon that that the application was made for the Order in Council to issue?—Yes.

169. And throughout all subsequent proceedings, to the final stage, that has been acted upon?—Yes. Mr. Skerrett's proposal made there is the proposal which was carried into effect.

170. There has never been any attempt to deviate from those lines?—Not in any way. On the contrary, we have all been very anxious to carry it out in as effective a way as we possibly could.

171. At the time the land was sold to the company for £85,000, the company had purchased the Stubbs estate of 14,000 acres on the opposite side of the river?—I do not know the area, but they purchased that estate, with the coal-mining business, and steamers.

Mr. Massey: Is that Native land?

172. *Hon. Sir J. Carroll.*] A Native lease. And in their prospectus they associated that with the Mokau land?—That is so; and so they combined the whole coal interest.

173. The coal-mine in the Stubbs estate is working?—Yes, it is a working mine, and, I understand, a profitable one.

174. *Mr. Dive.*] I understand that under this agreement, if the company fail to subdivide and sell this land within three years, they have the right to apply for an extension of time: is that so?—That is so.

175. That being the case, do you think it is a fair thing to put in Mr. Bowler, who is President of the Board, as trustee?—I think it is the best possible arrangement, because the Board have to consider that sort of question every day.

176. Mr. Bowler, according to your statement, is a paid agent as trustee. Do you not think that is likely to influence him if application is made to the Board for an extension of time?—I do not think the amount is sufficient to influence anybody.

177. That is not the question. Do you not think it will have a tendency, if he is going to continue in office for perhaps a further period?—I think not. I think that is casting a reflection upon him.

Mr. Dive: I do not wish that to be inferred for a moment.

Witness: I may say that Mr. Bowler entered upon this work without any question of remuneration being raised at all, and it was, I think, two or three months afterwards that the question was raised by his Head Office. They then suggested that something ought to be paid, seeing that part of Mr. Bowler's time would be utilized in this work. It was not a suggestion that was made by me or by Mr. Bowler—it was made by the Department.

178. Is it a fact that the company will reserve the mineral rights over the various subdivisions that it may make of this block?—The company cannot reserve more than an area of 3,000 acres of any part of the 53,000 acres.

179. 3,000 acres is the most they can reserve in that block?—Yes, and they can only do that if it is third-class land.

180. *Mr. Massey.*] But they can reserve a number of blocks each of 3,000 acres?—No.

181. They can reserve a block for each individual, surely?—Mr. Dive was talking about the company. The company is not an individual. Of course, if the company likes to sell to a member of the company, that is within the law.

182. The company may sell a block to its chairman?—He is a private individual.

183. And to its secretary—he is a private individual?—Yes.

184. And so on, with each member of the company?—Yes. That is perfectly right and proper, is it not?

185. *Mr. Dive.*] You showed us just now the various amounts that were owing on this block in the way of mortgages?—Yes.

186. I think an attempt has been made to create an impression that there was £25,000 owing to Mr. Macarthy upon this block. Was the mortgage over the block not given as collateral security? The £25,000 that was lent by Macarthy was lent upon ample security, prior to this block coming into consideration at all?—Apparently Mr. Macarthy believed he had not ample security, because he insisted on getting a mortgage over this block.

187. Did this not come about only during the tight times of some two years ago?—After.

188. In other words, it meant this: that he took advantage of the financial position at that time to ask for more security?—I do not know that he was taking advantage of it: he was simply trying to secure himself as best he could.

189. It is the usual procedure on occasions of that sort?—Quite.

190. Therefore I take it that the £25,000 owing to Mr. Macarthy he had ample security for, and, providing the securities that Mr. Lewis gave to Mr. Macarthy would cover the amount advanced, he would reap the benefit of the increased amount?—That is rather a long question. As I understand it, you suggest that Mr. Macarthy had ample security without this mortgage. Well, he of course was the best judge, and he thought he had not. Of course, I had nothing to do with what took place between Mr. Macarthy and Mr. Lewis.

191. I only wish to show, in asking these questions, that Mr. Lewis was making a very good thing out of this block?—I think he deserved to. He took a very big risk.

192. It was a case of "Heads I win, tails you lose," as far as I can see?—Oh, no: he was liable for £16,000 or £17,000.

HERRMAN LEWIS further examined. (No. 19.)

1. *Mr. Herries.*] What made you go in for this speculation?—I go in for many speculations.

2. You did not intend to farm the land?—Oh, yes; I am looking for bushfellers now—twenty bushfellers.

3. I mean the 7,000 acres?—No; I want the bushfellers for a different property.

4. Who were your solicitors when you purchased the leases?—I have a good many transactions with solicitors. I deal with them all in Wellington.

5. You give them all a turn?—I have a good many transactions.

6. Who were your solicitors when you purchased the leases?—I bought the property through Mr. Campbell, of Travers, Campbell, and Peacock.

7. He was acting as your solicitor, as well as solicitor for the sellers?—At that time. In fact, I purchased the property on his recommendation.

8. Who were your solicitors when you made the first sale to Mr. Chambers?—I generally do these things "on my own." I have had a good deal of experience.

9. You had no one acting for you?—No. I dealt with those people directly.

10. What was the date of that first sale, to Chambers, McLean, and Price?—The agreement was signed on the 19th May, 1908.

11. By whom was the agreement prepared?—By Carlile, McLean, and Wood, of Napier.

12. Where did you sign it?—Mr. McLean himself came down with me. He was on the same train, and he completed the matter in Wellington. He lodged the letter here with Moorhouse and Hadfield.

13. You signed it there?—I would not say that. I do not remember where I signed it.

14. Was any firm of solicitors acting for you then with regard to this business?—No, I had no solicitors.

15. You got the £700? That was paid in cash to you?—Yes, Mr. Chambers handed me the cheque on the station at Hastings.

16. At what date did the action take place in the Supreme Court for the removel of Jones's caveat?—I think it was in July, 1908.

17. Who was acting for you then?—Mr. Charles Tringham.

18. Why did you change your solicitor and go to Mr. Dalziell in August?—I deal, as I said, with many lawyers. I have several even now in Wellington. I am dealing with four different firms at this very juncture.

19. Did you employ Mr. Tringham in this case concerning the removal of the caveat from this block?—No.

20. Were you dissatisfied with his conduct?—No. Mr. Tringham had engaged Mr. Skerrett, I think. When the matter was before the Court of Appeal it was Charles Tringham and C. P. Skerrett.

21. What made you go to Findlay, Dalziell, and Co.?—I had some other transactions with them at that time. I had some dealings with Francis Grace at the time the matter came up.

22. And you put the matters into Mr. Dalziell's hands altogether?—No, not altogether. I just mentioned the matter to him at the time—after the Appeal Court sitting.

23. And did he carry it through for you?—Mr. Dalziell had acted for me years before that, in many transactions.

24. It seems rather an extraordinary thing that you should employ Mr. Tringham in one part of the case, and then Mr. Dalziell?—Not at all. Mr. Dalziell was solicitor for me, for instance, when I formed the Empire Hotel into a company, and in many other transactions.

25. You went to Mr. Dalziell in August—on the 3rd August?—I had dealings with Mr. Dalziell at that time. I do not recollect the exact date.

26. He has given us the date. That was the first time he had anything to do with the Mokau Block?—Yes. It was after the Appeal Court decision.

27. You brought the question up when you were seeing Mr. Dalziell?—I do not remember exactly.

28. Were you at that time thinking of buying the freehold from the Natives?—No, it never entered my mind then. I had sold the lease, as I stated before, to these Hawke's Bay people, and completed the transaction.

29. When was it that you first had the idea of buying from the Natives?—I think it was Pepene Eketone, who came to Wellington at the end of 1908—I think that is the time the matter of selling came up.

30. Did they approach you?—Yes, they came here then.

31. You did not seek them?—It never entered my mind at the time.

32. At that time what was the price they were asking?—At that time the freehold could have been bought for £15,000.

33. Why did you not buy at that price?—They could not sell—there were so many interested.

34. You mean that Pepene was only acting for a certain portion of the Natives?—I do not know about a certain portion. That is what they agreed to accept.

35. Why did you not buy?—Three Natives at that time signed a paper. I think I have it somewhere at home. They wanted to sell for £15,000, subject to the approval of the other Natives. It had to be approved by the others.

36. And the others did not approve?—I do not know. Certain other matters came up at that time.

37. Did you consult Mr. Dalziell about buying the freehold at that time—when they offered you the freehold for £15,000?—It was some time afterwards.

38. Had you any doubt about the validity of your leases?—No, I never doubted them, because English people had lent £17,500 on them. The English mortgagees alone had that much owing on them.

39. Did the Government ever try to buy out your interests?—The matter came before the Government, I think, about two years and a half ago. We offered to sell the whole lot, I think, to the Government.

40. Did you know of Mr. Dalziell's offer to sell your interest for £28,000?—Yes, the price I had sold it to the Napier people for.

41. You would have been quite satisfied to sell it to the Government for £28,000?—Yes, at that time.

42. But then the sale to Chambers, McLean, and Price was still in existence, was it not?—They would have withdrawn.

43. What was the object of your retaining 7,000 acres of this block?—I have got three boys.

44. That is the reason why you retained the 7,000 acres?—I do not know. A man has a lot of objects.

45. On which part of the block are the 7,000 acres situated? Are they all in one piece?—No; there are about five blocks.

46. Are they all connected?—Oh, no; they are different parts. Walter Jones has one of the front portions; then a Mr. Bayly has got a block up the Mohakatino River; and there are other blocks further up the Mokau River.

47. Is it good land, the 7,000 acres?—Fair.

48. Is it the best part of the block?—That is another question.

49. It is not the worst, is it?—These people have been improving the property.

50. Can you tell us how much rent you get from the whole 7,000 acres?—It would be altogether £150-odd a year; but it increases a little later.

51. The rents will be increased shortly?—Yes, in 1918 the increased rent commences, I think.

52. Did you spend any money on the property?—No.

53. These 7,000 acres are vested in Mr. Bowler?—Yes.

54. And you have to cut this land up and sell it?—Yes.

55. In the proper areas?—Yes.

56. What will be the position of the lessees then?—There is time enough for that. They have a valid title, and they are all right.

57. But you are obliged to cut up the freehold. Will any one purchase it subject to the leases?—There are a lot of ways of doing that.

58. It seems to me to be rather an impossible position?—Not at all. Nothing is impossible. Mother Nature has given to me good, fair, clear brains.

59. If you do not cut it up in three years and sell it, the Maori Land Board can do so for you?—Yes.

60. You agreed to that situation?—Quite.

61. Is there any coal on your 7,000 acres?—I do not know. I hardly think so.

62. Mr. Bowler mortgaged your block of 7,000 acres to Mr. Mason Chambers?—Yes.

63. Do you know what the amount was?—I have a lot of dealings with Mr. Chambers. I do not think that matters in this connection.

64. It was collateral security—it was not actually on the block itself?—No.

65. It was in connection with other dealings?—Yes.

66. I do not want to go into other dealings. It was not in connection with this block solely?—No.

67. You have had dealings with Mr. Chambers for a long time?

68. *Mr. Massey.*] Are you paid off, so far as your interest in the other land is concerned—the 46,000 acres?—Yes.

69. You are paid right up?—Yes.

70. Have you any responsibility in connection with the 46,000 acres?—I do not think so.

71. You are right out?—Yes.

72. With regard to these 7,000 acres: is it fairly flat land?—Some of it.

73. Have you sold any of it?—No.

74. Have you offered to sell any of it?—No.

75. Have you put a price on it, or on any part of it?—No.

76. What do you value it at?—I do not know.

77. Is it not a fact that you have had an offer of £2 an acre for it, or have offered it at £2 an acre?—That is hearsay.

78. Have you had an offer for it?—No.

79. Are you quite sure?—Yes; I am here to speak the truth.

80. Are you acquainted with a gentleman named Coverdale?—Yes. I saw him this morning.

81. Was he connected with you in this transaction?—He had nothing whatever to do with it.

82. Coming back for a moment to this 7,000 acres, is it under lease to the tenants who are living on it?—Yes.

83. They are making improvements?—Yes.

84. Have they done much in the way of improving it?—Yes.

85. Is there much of it in grass?—Well, certain portions.

86. What proportion?—I really do not know.

87. At the end of the lease, if you are still the owner, or these boys of yours, I suppose the improvements and anything else there is will go to you or to them—to whoever happens to be the owner of the freehold?—They may want to put it into a deer-park. When there is a twenty-seven years' lease you do not know what may happen.

88. Any improvements that are on the land now or that happen to made during this twenty-seven years will become the property of the owner of the freehold at the end of the lease?—So I understand.

89. *The Chairman.*] Have you any idea as to what profit Mr. Walter Jones has made on that property of his—which I personally consider to be the best of the block—during the twenty years that he has occupied it?—I could not say that.

90. Have you any idea what profit has been made from Eglinton's, which is now Bayly's?—No.

91. With regard to the amount of money that you received, £71,000: will you tell the Committee what liabilities there were against that which you had to disburse?—I have never gone into the figures. I never keep accounts. As long as I pay my debts I never trouble.

92. Can you tell us approximately?—I have never gone into the matter.

93. Would it be £20,000?—Oh, no! Of course, the freehold had to be paid for—£25,000: that would leave only £46,000.

94. Have there been any disbursements besides the £25,000—for instance, for getting signatures, and so forth?—No, I had nothing whatever to do with that. What I did was to pay a portion of the shares that I received, and that came to £1,200 out of my £4,000 worth of shares. That was my total expenditure as regards paying the Natives, which included my giving to them the £2,500 worth of shares. That was the whole cost.

95. Have you been up the river any distance?—Yes.

96. Right up to Totoro?—Yes.

WEDNESDAY, 20TH SEPTEMBER, 1911

ARCHIBALD WILLIAM BLAIR sworn and examined. (No. 20.)

1. *The Chairman.*] What are you, Mr. Blair?—A solicitor.

2. I understand that you wish to make a statement in connection with some remarks that have been made regarding your partner, Mr. Skerrett?—That is so. I am a member of the firm of Chapman, Skerrett, Wylie, and Tripp, in which Mr. Skerrett is a partner. There are only two matters upon which I desire to say anything. The first point is this: I understand a suggestion has been made that my firm was engaged, not by the Natives, but by the Government, in connection with this matter. My firm, mainly through Mr. Skerrett, acted for the Natives interested in the Mokau Block as long ago as 1909, and there was some work done in connection with Mokau which was paid for at the end of 1909. The matter was renewed again in April, 1910, and Mr. Skerrett was engaged more or less on behalf of the Natives interested in Mokau up to the time when he left New Zealand—in the middle of January of this year. The whole of our costs were made up to about the time Mr. Skerrett went away, and were rendered to Pepene Eketone, the representative Native interested in Mokau from whom we received instructions. We had no instructions from the Government from beginning to end. Our account was rendered against Pepene Eketone and others.

3. You were dealing with them on behalf of the other Natives?—Yes, dealing with the majority of the Natives interested in the Mokau Block. They were at that time the followers of Pepene Eketone.

4. And you were paid by them?—Yes.—I can give the dates if the Committee wish. Our account was actually paid by the Natives on 31st May of this year.

5. *Mr. Herries.*] Was that the final account?—Yes, the final payment for Mr. Skerrett's services in connection with Mokau.

6. *The Chairman.*] Are the Natives in any way indebted to your firm?—No, not at all now. There were actually some small items subsequent to this work, but, although they were incurred before the account was paid, we did not make any charge. I should like also to refer to a suggestion that has been made with regard to the time when we ceased to act for the Natives in connection with the block. I understand there is some doubt as to whether Mr. Skerrett was acting for them at any time subsequent to the meeting at Te Kuiti which he attended. It is true that I had a conversation with Mr. Bell in the Supreme Court Library, and Mr. Bell spoke to me about what Mr. Skerrett had said to him in connection with what had happened at the meeting at Te Kuiti. Mr. Bell indicated to me that Mr. Skerrett had said that when he got up there he found that a majority of the Natives were not followers of Eketone, but had joined the party which was being advised by Mr. Bell; and I agreed with Mr. Bell that Mr. Skerrett had said something to the same effect to me. Mr. Skerrett had said that when he got up there he found that he was not representing the majority, that Eketone's following were not the majority, but that the majority appeared to be the other way; and I said that to Mr. Bell. I am afraid, therefore, that I must take the responsibility for any misconception under which Mr. Bell may be labouring with regard to that. I did not look upon that conversation as of any great importance. I do not desire, however, to suggest that Mr. Bell was not free to make whatever use of it he desired, because he was asking me for a purpose. Mr. Bell wrote me on the matter, and asked me to read to the Committee his letter in which he sets out in detail his recollection of this conversation in the library, and I also have my reply, in which I specifically agree with what Mr. Bell says.

7. *Mr. Herries.*] What is the date of Mr. Bell's letter?—It is dated the 15th September, and is as follows: "A. W. Blair, Esq., Wellington.—Dear Blair,—In the *New Zealand Times* this morning Dalziell is reported to have stated to the Committee on the inquiry as to the Mokau purchase that he had your authority in his contradiction of my evidence on the point of Skerrett's attitude after the first meeting. I desire to record my clear recollection of what took place between you and me. I spoke to you in the library of the Supreme Court, and told you, first, that I had been to your office to see you, but you were out. I then said to you (Chapman was present throughout) that there was a matter I might want to refer to, but my difficulty was that I was not sure whether Skerrett intended what he said to me to be repeated, and for that reason I wanted to know whether he said the same to your office, as in that case he could not object to my repeating it. The exact point was that before the first meeting of the assembled owners Skerrett and I had had a discussion as to which of us represented the majority of the Native owners—he

was then confident that he did, and until I told him that some had consulted me he did not know that any one else acted for any of them. That after the first meeting Skerrett met me and said, 'You were right, the large majority is with you. I shall do nothing further, and you must go on with it.' That Skerrett and I were neighbours and friends, and that I was not sure whether he meant me to understand this as information for my personal use, or whether he meant it to come as from one counsel representing a party to another claiming to represent most of the same party. I then asked you, 'Will you tell me whether Skerrett gave the same instructions to your office?' You replied, 'Yes, he said the same to me after the first meeting, and I have done nothing further.' You, Chapman, and I then had a discussion as to who it was who actually instructed Skerrett, and the conversation broke off in the middle of that discussion. This conversation took place so recently that I cannot understand the difference between us, which Dalziell's evidence seems to indicate. I shall be greatly obliged if you will (1) ask Chapman whether in this letter I have not correctly set out what took place between us in his presence; (2) read and put in this letter when you give your evidence.—Yours faithfully, H. D. Bell." I promised Mr. Bell that I would do that if the Committee had no objection. I will put in the letter. This was my reply to Mr. Bell, under date 15th September, 1911: "H. D. Bell, Esq., K.C., Wellington.—Dear Mr. Bell,—*Re* Mokau: I have your's of to-day's date, and I am very sorry indeed if Mr. Dalziell is making the use the newspapers say he is making of a conversation he had with me. He told me they proposed to call me, and I thought and would very much prefer that he should have left the matter to be deposed to by me rather than himself depose to it. I remember the conversation in the library when Mr. Chapman was present. I did not understand that you were discussing the matter with a view of making formal use of any statements that I then made, although I do not want to indicate in the slightest degree that you were not free to make use of them. I have not any objection on this head. I mention it only as an excuse on my part. I have read the *Times* report, and I do not agree with Mr. Dalziell that he had my authority to use any statement I made to him. I was under the belief that I myself would be left to make such statement. Now, as to the conversation in the library, my recollection substantially agrees with yours. I remember you saying that Skerrett had told you after the first meeting that the majority of Eketone's following had left him and joined the party which was being advised by you. I told you also that Mr. Skerrett had said something to the same effect to me, which is a fact. I did not understand, however, that you took it from anything I said that he had completely retired from Mokau, but I certainly am not prepared to deny that I said what you say I did. It is quite true Mr. Skerrett would probably not have done anything further in the matter without fresh instructions. The Mokau matter was one of a number of other matters he asked me to make myself familiar with before he went away, and at his request I read through the papers for this purpose. He then told me that our clients might settle the matter by selling to Lewis, in which case there would not be anything further to do except possibly to look after the Natives' interests on settlement, but that if it were not settled I was to see that the time within which further contemplated proceedings against the Assurance Fund had to be taken did not expire. It is true, as Dalziell says, that he asked me to go to Te Kuiti towards the end of February. I also see from the letter-book that we telegraphed to Pepene Eketone on the 18th February requesting him to advise his party that the meeting of owners of Mokau Blocks had been adjourned to the 10th March. My recollection is that this was done either at Mr. Dalziell's or Mr. Watson's request." (Mr. Watson is a partner of Mr. Dalziell.) "Shortly before Skerrett went away Dalziell saw him, and I was there at the time, and Skerrett then told him I would be looking after the Mokau matter if anything had to be done. From the above you will see that, although Mr. Skerrett after the meeting at Te Kuiti did realize that you and not he represented a majority of the Natives in Mokau, he was apparently under the impression that he was still acting for Pepene Eketone's party. I would like you to understand that I do not in way suggest that your recollection of the conversation is not the correct one. I am afraid that I did not attach to the conversation in the library the importance it deserved, and I blame myself altogether for your being left under the impression that Mr. Skerrett had completely retired from Mokau affairs. I propose to take the opportunity when called by the Committee of altogether taking the blame for an apparently wrong impression, which probably loose expressions I used led you into. I will be glad to read your letter to the Committee. I have asked Mr. Chapman if he recalls the conversation, but he tells me that his recollection of it is of the vaguest description, and he cannot assist us in the matter.—Yours faithfully, A. W. Blair." [Letters put in.] That letter of mine really embodies what I desire to say. It is correct, as Mr. Dalziell says, that my convenience was consulted about going to Te Kuiti some time about the 20th February. My recollection is that they wanted me to go. I also have an entry in my diary that I had a discussion with Mr. Dalziell on the 20th January. That was subsequent to Mr. Skerrett leaving. He left on the 13th. We telegraphed to Eketone later on again, advising him of the meeting which had been adjourned, and I was also asked to go to Te Kuiti. In the meantime the meeting was adjourned, and then the sale took place, and, of course, no further action was necessary so far as we were concerned; and that was the end of the matter. That is all I desire to say.

8. *Hon. Sir J. Carroll.*] Mr. Bell in the course of his evidence said that in his opinion Mr. Skerrett could not possibly have been serious in making a claim on behalf of the Natives against the Assurance Fund?—I read that.

9. He had no other reason for saying it than his knowledge of Mr. Skerrett, and he said that Mr. Skerrett could not possibly have been serious in making it—in fact, Mr. Bell suggested that it was a bogus claim?—Yes.

10. What do you say about that?—I do not pretend to have gone into the matter; but I know that Mr. Skerrett did advise the Natives that they had a claim against the Assurance Fund, and he also issued a writ, and told me to see that the time did not expire for the issue of the subsequent writs if the necessity for the issue of those writs arose.

11. Did Mr. Skerrett inform you at all as to the result of the voting at the first meeting of assembled owners—that in two blocks there was a majority for selling?—No. I think his remarks referred particularly to the big block, because that was the only block, as far as I understood, that there was very much difference of opinion about.

12. As a matter of fact, the voting shows that there was a majority for selling?—Yes. His remarks referred to the big block.

13. Although on the whole Mr. Skerrett may have considered that a majority had gone over to Mr. Bell's side, that did not alter the fact that the voting in respect of the big block resulted in a majority in favour of selling?—That might be so.

14. *Mr. Herries.*] Was there any sum mentioned when you talked about these writs being issued against the Assurance Fund?—No. At that time no particular sum was mentioned. As a matter of fact, what I should have had to do would have been to ascertain what was considered to be the loss, and see that necessary steps were taken not to allow the time to expire.

15. *Hon. Mr. Ngata.*] Was there no sum mentioned in the writ?—Yes, I think it was £20,000 that was mentioned in the writ which was issued. There were several writs in connection with the other blocks.

16. The £20,000 was in connection with IF?—Yes, the big block.

17. *Mr. Massey.*] Speaking as a member of the legal profession, will you tell the Committee this: did you ever hear of any party or parties who had signed a lease or leases making a claim against the Land Transfer Assurance Fund on account of those leases having been registered?—Frankly, I do not pretend to have considered the matter in any way at all. I do not pretend to have any knowledge of Native land.

18. My question relates to European land as well?—Frankly, my experience in Native matters has been very small indeed. I have not had any experience of a claim on the Assurance Fund in connection with any Native matters.

19. Did you ever hear of such a case as I put to you?—No, I do not think I have.

WILLIAM CHARLES KENSINGTON sworn and examined. (No. 21.)

1. *The Chairman.*] Please give your occupation?—Under-Secretary for Lands.

2. The Committee have requested you to attend to give information in connection with the Mokau-Mohakatino Block: are you prepared to make a statement regarding what you know?—As I understand it, I am called to give evidence as to what the Crown has done in the direction of purchasing the block known as the Mokau-Mohakatino Block. I think it will be the best way, and will give the Committee the most information, if I start from the beginning—that is, from the 10th July, 1907—and read all the correspondence regarding the proposed acquisition of this block by the Crown. Amongst it will be the letter that you specially asked me for, if I could produce—the letter from Mr. Kemp Welch. [Witness read and handed in correspondence referred to—Exhibits 53 to 86, both inclusive.] I have also three other letters. The first is from Mr. W. H. Skinner, the Chief Draughtsman in the Taranaki District Office, who made the survey of a great part of this block. I asked him to give me a report upon it, in case the matter came before the Committee. The other two are from Mr. H. M. Skeet, now Commissioner of Crown Lands at Invercargill, who did the whole of the triangulation over this Mokau Block when District Surveyor in Taranaki, and who is referred to in Ranger Tolme's report. This is what Mr. Skinner says. [Letter read—Exhibit 87.]

3. *Mr. Massey.*] What is the scheme of settlement that Mr. Skinner refers to in that letter?—He refers to Sladden and Palmer's scheme. That is the one, I believe, which is being got out for the syndicate. It must be that. I know that those surveyors have been engaged to cut up the block.

4. *The Chairman.*] There was a proposal by Mr. Stubbs to cut up his land for close settlement?—I did not know of that. I will now read Mr. Skeet's letter. As I said just now, he was the District Surveyor in Taranaki, and did the whole of the triangulation over this block and explored for all the roads. I asked him confidentially to give me his opinion of the block, and he replied as follows. [Letter read—Exhibit 88; also Exhibit 91.] That is all the correspondence I have to lay before the Committee. I attach a map showing the coal-outcrops that have been traced for the Department. They are all marked with red crosses. [Exhibit 89.] You will see that the more emphasized coal-outcrops are outside the Mokau-Mohakatino Block and more on the Crown land, of which about 20,000 acres has been reserved—that is, where our surveyors have reported considerable outcrops to exist. There is no doubt about there being coal on the Mokau-Mohakatino Block, but the greater area of coal-measures will be on the Crown land, or land leased under the lease-in-perpetuity system, in respect of which the mineral rights have been reserved. I want now to take up that question which is raised by Mr. Skinner in his letter, about the Crown survey liens. Mr. Skinner speaks of parts of the block being cut off by the Native Land Court and awarded to the Crown, and it having been decided to hand these over to the syndicate. Well, he does not quite make clear the position. It is this: The Crown was awarded by the Native Land Court about 5,153 acres in different subdivisions of the block. That award was made on the supposition that the fee-simple of the block was held by the Maoris, and that the Court could apportion an area for Crown liens. As a matter of fact, at that time there existed Mr. Jones's leases and other subleases over the block, and heavy mortgages. The consequence was that the Department could not cut out those areas that had been awarded the Crown. My opinion was that the order of the Court had been made under a misapprehension.

5. *Hon. Sir J. Carroll.*] Any way, they would be subject to the leases already in existence?—Yes. What I mean is that we could not cut out this Crown land and make use of it and subdivide

125. *The Chairman.*] As Under-Secretary, you have a full knowledge of the working of the Maori Land Boards?—Yes.

it for settlement. So when I heard that a syndicate had acquired the block I said to Mr. Dalziell, who was their representative, "We must have some security for our survey costs. You will have to deposit with us a cheque for the amount of the Crown's survey lien and interest, and that will be held in the Deposit Account of the Receiver-General, and we will ask the Native Land Court to reopen the case in October." The Crown, therefore, will not lose its money. I have a memorandum here by the Chief Accountant regarding these liens, which I will read and put in. [Letter read—Exhibit 92.] I put this letter in so that you may see the position, because Mr. Skinner did not quite understand it. There is no handing over to the syndicate. All that I wanted to insure was that the Crown should not lose its survey costs.

6. *The Chairman.*] Is that all your statement, Mr. Kensington?—Those are all the papers. I have nothing further to say, unless it is in reply to questions.

7. Have you any personal knowledge of the country?—No, I have never been over the block. I have been to the back part of it, and seen the country from the Awakino side, and have also seen the block from the sea, but have not been over it.

8. You know what the cost of roading is, generally speaking, in that class of country?—Yes.

9. It is very heavy?—Very heavy indeed.

10. Both the Rangers report that a good deal of land is covered with black briar and other noxious weeds?—They also report that a good deal of the cultivated portion is so covered. I mean, it has been grassed, and then blackberry allowed to grow up on it.

11. Could you furnish the Committee with a map showing the nearest point of this block to the Stratford–Ongarue Railway? I personally know the country, and I would like the Committee to get the information. I know that in a direct line with what is called the Waita-anga Survey Block, sixteen miles from Mangaroa, is a portion of this block: the Mohakatino Valley runs right up near it, and the opinion of the settlers there is that the Mohakatino Valley is about fifteen miles from the railway. Can you furnish a map showing that?—The map that I put in, showing the coal-outcrops, gives the whole of that.

12. Does it give the distance?—No, but I can easily have that marked.

13. I should be glad if you will do so, showing also the nearest point on the property to what is called the Waitewhena Valley deviation—a deviation of the Ongarue Railway that was at one time suggested?—I understand the Committee want a map showing how this block would lie in connection with the railway. I will get that done.

14. *Hon. Mr. Ngata.*] You have recently undertaken the purchase of the Moerangi Block?—Yes—that is, we are concluding the purchase, commenced prior to 1909.

15. How is that block situated with regard to the Main Trunk Railway and means of access as compared with this Mokau Block?—As far as the Main Trunk line is concerned, there is very little difference—I mean, as regards the back part of the block. Of course, the position of the two blocks is quite different.

16. At the present time the Moerangi Block is much more accessible?—Oh, yes. We reckon it to be much more fit for settlement than this one.

17. What value was put on Moerangi?—From £1 15s. to £2 an acre, as far as my memory serves me. Some parts would be a little more, running up to £2 5s., I think.

18. Moerangi is a block of close on 50,000 acres?—Yes.

19. I noticed, in listening to you reading the reports of the Rangers, that there is no mention in either of those reports of the minerals?—Oh, yes, they mention the minerals. They both mention the coal-deposits and limestone.

20. I am confusing their reports with Mr. Skinner's. Mr. Skinner, I think, deals in detail with the property?—But both Rangers mention the coal-outcrops—in fact, Mr. Twiss mentions that one seam is 10 ft. across in one gully.

21. Do they take the minerals into account in their valuation?—No. They take into account the fitness of the land for settlement purposes.

22. *Hon. Sir J. Carroll.*] But they say that on the Mokau Block there is a dip in the strata?—Yes, and that dip is the wrong way.

23. *Hon. Mr. Ngata.*] The position is that the Rangers and the Commissioner of Crown Lands advised that for the freehold of the land the Crown should offer £29,000?—They totalled it up to £25,000.

24. Mr. Skinner, I understand, went as far as £29,000?—Yes, that was his opinion.

25. You took the responsibility of advising the Government to offer £35,000?—Yes, up to £35,000. I was anxious not to pay so much for it, but in view of the complications I would go up to £35,000.

26. *Mr. Dive.*] During the course of the negotiations did the Government make any advances in the way of money, with the ultimate idea of purchasing this land?—Not that I am aware of. I do not know of a penny being advanced. Any advances would be made through our Department.

27. *Mr. Herries.*] About these survey liens: when were the surveys done?—The liens have been standing about ten years, I think. I think I gave you the interest in that statement. Yes, the interest is for five years. That is all we can claim under the Act. I think some of the surveys were made eight or ten years ago.

28. For whose benefit were the surveys made—for the lessee's or the Natives'?—For the Natives only—for the Native Land Court.

29. For partition purposes?—Yes. The first survey of all was made to enable the block to be brought before the Court in order to ascertain the title; and further surveys were made after that.

30. When was the land first brought before the Court to get the title?—I do not remember.

31. Did these liens date back to then?—No. I can get the date of the charging order.

32. When were the surveys done?—I do not remember exactly. I know they were done a number of years ago.

33. Are these costs of the original survey of the block before Mr. Jones got the leases?—I can find that out. I cannot tell you from memory.

34. You do not know of any agreement between Mr. Jones and the Natives or the Crown as to who was to pay the surveys?—No. Any information that we have I can furnish the Committee with.

35. Mr. Kemp Welch in his letter says there are 140,000,000 tons of coal. From your knowledge, do you think that is an exaggerated statement?—I should say so. It is hardly possible for any one to tell. I should think that might apply to the main strike of the outcrops outside the Mokau-Mohakatino Block; but no one could possibly tell what quantity of coal is there.

36. Has the Department got any report?—No, we have no estimate of the amount of coal.

37. Are you aware what the Geological Department has got?—No

38. You have never had occasion to refer the matter to the Geological Department?—No.

39. If the legal difficulties had not stood in the way, you could have bought the leases, at all events, for £20,000, according to Mr. Kemp Welch?—Really, I do not understand Mr. Kemp Welch's letter.

40. I understand he offered the leases for £20,000?—I really do not understand what he intended. We never knew that he had any power to make an offer.

41. What I want to get at is the sum?—It was £20,000 that he mentioned.

42. If he had had the power to sell, the Government could have purchased the leases at that time for £20,000?—Yes. That is his statement only.

43. How long have you been purchasing Native lands?—Actually since I have been Under-Secretary.

44. Have you always been the Native Land Purchase Officer, or does the Native Department do this work?—Up to the passing of the Act of 1909 most Crown lands have been purchased—except when Mr. Sheridan was Native Land Purchase Officer—by the Crown Lands Department. Ever since 1905, anyhow, we have been purchasing.

45. Do you know of any offer being made by the Natives to the Crown to sell, since 1905? It has been stated that there was an offer to sell for £22,500?—No, I have not seen that at all. The only offers I know of are those I read out to-day—from Mr. Kemp Welch and Mr. Hislop.

46. Those only refer to the leasehold interest?—I think they refer to the freehold. In one of them he says that he will clear away all difficulties for the sum he asks. I refer to Mr. Hislop, acting for Mr. Jones.

47. But that is at £150,000?—Yes. No, I know of no other offers than those.

48. The Cabinet minute of the 28th January says, "Government is agreeable to purchase." What did you understand by that—the leasehold or the freehold?—The freehold, certainly.

49. At that time was there any indication that the Natives wished to sell?—No. I did not know whether the Natives wished to sell or not. I only knew that the Government were anxious to purchase.

50. You, as Native Land Purchase Officer, did not know?—I only direct. The Native Land Purchase Officer is Mr. Paterson, our Chief Accountant.

51. If any offer had come you would have known it?—I presume so.

52. It was not in consequence of any statement made by you that the Natives were willing to sell that Cabinet came to that conclusion?—No.

53. They must have got the information from other people?—Yes.

54. *The Chairman.*] Overtures were being made in the meantime by Mr. Treadwell and Mr. Jones?—Yes.

55. *Mr. Herries.*] Can you account in any way for the enormous difference in the estimate of the value of the land as between the company's representatives and your Department?—I presume it is a question of minerals.

56. You are quite satisfied that these two Rangers are capable men?—I am quite certain of it. They know every inch of the block. And the two surveyors also are men who know every inch of the block. They have done all the surveys and have known it for years. Mr. Skinner was most anxious to obtain the block, from a settlement point of view.

57. You do not think they have made a mistake?—No, I do not. Looking at the whole matter at the present time, I would make no difference in my report.

58. But the fact remains that the settlers who go on the land will, if the company are going to make a profit, have to pay more rent or purchase-money?—Of course, you must remember, as I mentioned, that the Department has to look at the matter purely from a settlement point of view. We know the block to be broken and rugged, and it will cost a very large sum to road land of that description. We have to take all those things into consideration when we are estimating the price at which the Department can afford to place the land in the market for settlers.

59. You recommended £35,000?—That was the utmost.

60. That was for the leases and the freehold?—That was for the freehold of the block, perfectly free of any mortgages or interests. I did not include in that the subleases. We should have had to deal with those afterwards under the Act, and buy out the sublessees.

61. It included what is known as Herrman Lewis's lease?—Yes.

62. Are you aware what that lease could have been purchased for?—No.

63. And you do not know what the Natives wanted?—No. I really know nothing beyond what is shown by the papers which I have put before the Committee.

64. *Mr. Massey.*] Do you know of any offer on the part of the Natives to sell their interest to the Crown?—Not from the Natives direct. I think I read out about that when you were out of the room.

65. Have you reason to believe that the Natives were willing to sell to the Crown?—Oh, yes. I understand from the Cabinet minute that the Natives were willing to sell. That is all I know.

66. Was any price mentioned which they were willing to take?—Not to me.

67. About the value of the block, I understood you to say that in making your estimate you did not take into consideration the value of the minerals?—That is quite right.

68. It is quite possible that they may be exceedingly valuable?—They may be. I think you were out of the room when I gave information about the main outcrops and the map. The main outcrops are outside the Mokau-Mohakatino Block.

69. But do you not think, judging from your experience, that coal might be found anywhere there?—Certainly. The Rangers say so.

70. Have you seen the coal?—I believe I did once, but I have not paid much attention to it.

71. I was going to ask you how it compared with the Huntly coal?—I could not tell you.

72. Do you know the price at which the block has changed hands recently?—Only from what I have seen stated in evidence before this Committee.

73. You saw that it had become the property of the present company, they having purchased it at the value of £81,000 and £4,000 worth of shares, and the previous owner retaining 7,000 acres of the best of the land?—I saw that in the report of the evidence.

74. That will bring it up practically to about £100,000?—Yes, it looks like it.

75. I suppose that may be accounted for by the minerals?—That is my opinion. I cannot see where the value comes in except in that way.

76. Have you heard that Mr. Jones was at one time offered by cable £100,000 for his interest, on the understanding that he would have his titles put right by the Government?—No, I do not know that myself. I read the letter from Mr. Jones's agent to the Crown, offering his interest on certain conditions. That was when he asked £150,000.

The Chairman: That is all, thank you, Mr. Kensington.

Witness: I will send you the map and the information as to the dates of the survey and liens.

THURSDAY, 21ST SEPTEMBER, 1911.

THOMAS WILLIAM FISHER sworn and examined. (No. 22.)

1. *The Chairman.*] What are you, Mr. Fisher?—Under-Secretary for Native Affairs.

2. You have been asked to give information in connection with the Mokau-Mohakatino Block. Do you care to make a statement, or would you rather subject yourself to examination?—I have no statement to make, beyond referring to what has actually gone through the office in connection with the Order in Council. The matter first came to my notice on the 12th December, 1910, by a letter from Mr. Skerrett to the Native Minister, dated the 20th September. This was written on behalf of the Native owners, and suggested proposals for the settlement of the difficulty as between the lessee and the owners.

3. *Hon. Mr. Ngata.*] Is that the letter which is printed in the paper referred to this Committee?—Yes.

Hon. Mr. Ngata: Then it need not be read. We have it.

Witness: That letter, I notice, was referred, on the 21st September, by the Native Minister to Cabinet for consideration. The letter shows a minute from Cabinet, dated 5th December, deciding that the restrictions were to be removed to permit of the owners selling. That was referred to the Native Minister to take action. On the 19th December an application was lodged with me to be forwarded to the President of the Waikato-Maniapoto District Maori Land Board, for an Order in Council to allow the limitation-of-area provision to be exceeded. This was lodged by Messrs Chapman, Skerrett, Wylie, and Tripp, on behalf of the Native owners; and there was also one lodged by Mr. Herrman Lewis as purchaser. On the 20th December I informed the President of the Board that the Native Minister, under section 341 of the Native Land Act, 1909, had directed that a meeting of assembled owners should be held in connection with the four Mokau-Mohakatino blocks. These notifications were duly advertised in the *Gazette* on the 22nd December. On the 14th January, 1911, I received intimation from the President of the Board that the Board had decided to issue recommendations for the Order in Council to allow of the acquisition by Mr. Lewis, under section 203 of the Act of 1909, of the total area of the four blocks. On the 27th January the papers were referred by myself to the Native Minister, for the purpose of authorizing action. They were returned to me by the Native Minister on the 14th March, with instructions to take action on the Cabinet minute of the 5th December, for the purpose of removing the restrictions. On the 14th March—the same date—the Minister signed the authority for the document going forward to the Executive. On the 15th it was approved by the Executive, and was then sent on for the Governor's signature On the 20th March the Valuer-General's certificate was received. That gave the latest valuation for the purpose of the sale, and it was sent on to the Board's representative at Te Kuiti, who was presiding at the assembled owner's meeting. On the 24th March I received the Order in Council back from the Clerk of the Executive Council. On the 29th March the President of the Board wrote advising that the assembled owners' resolution had been duly approved. On the 30th March the Order in Council was notified in the *Gazette*.

4. *The Chairman.*] Is that all in reference to the Order in Council?—That is all I have to say in reference to that.

5. Is there any other point that you can give information upon to the Committee?—Not that I know of. I was not connected with the matter until after the letter of the 20th September reached me on the 12th December with Cabinet's resolution of the 5th December. I got my instructions on that date, the 12th December.

6. Do you personally know this property?—I have been on it, but I have never made a personal inspection for the purpose of making a valuation.

7. You have no idea as to the value of it?—Oh, yes. I may say that I doubt very much if the value of the land, roaded and made suitable for settlement purposes, would average £1 5s. per acre. I doubt if the land would realize that, taken as a whole.

8. *Mr. Massey.*] You know what it has been sold for?—I know what properties are often sold for.

9. *The Chairman.*] Have you any knowledge of the minerals that are on the land?—I should not value them very highly.

10. Do you know if the property is covered with noxious weeds in various parts?—No, I could not even say that. The bulk of it, of course, would be in bush.

11. Knowing the class of country, what would be your opinion so far as roading is concerned: would it be an expensive matter, or inexpensive?—I should estimate that the subdivisional survey and roading of the block would cost between £20,000 and £30,000 to make it fit for settlement purposes.

12. Were there any communications at all from the Maoris interested to you?—No.

13. Did the parties interested in any way approach you?—No more than this: that Mr. Dalziell, as agent for Mr. Lewis, has called upon me at times with reference to the Order in Council.

14. *Hon. Mr. Ngata.*] Did you, in your official capacity, ever receive an offer from the Natives to sell at £22,500?—No.

15. There is nothing on the records?—It never came to me; I never heard of it.

16. With regard to Mr. Bowler's position as trustee of this land: Mr. Bowler told the Committee that the matter was referred by him to the Department, as to the advisability of his accepting; and I think he said the Solicitor-General was consulted also?—Yes. I got the proposed agreement from Mr. Bowler about the 26th April, and I noticed from same that the trustee had been altered—that the Public Trustee had been eliminated and Mr. Bowler inserted. I sent a memorandum to the Native Minister in which I said that I noticed this alteration.

17. *Mr. Herries.*] Will you read the correspondence?—My letter of the 7th April is the first memorandum to the Minister on the subject. It is as follows: "Native Department, 7th April, 1911.—Memorandum for the Hon. the Native Minister.—Mokau-Mohakatino 1F, 1G, 1H, and 1J: I have received from the President of the Waikato-Maniapoto District Maori Land Board an agreement which it is proposed should be executed in connection with the transfer of the above blocks. At the interview Mr. Dalziell had with you in connection with these sales it was understood the Public Trustee was to be the holder of the fee-simple, in trust for Mr. Herrman Lewis or his assignees, and I presumed the parties had made their arrangements accordingly. In the present case, however, the position is varied, and I note the agreement (page 4, clause 5) states the fee-simple is to be transferred to W. H. Bowler, the President of the Board, the Public Trustee being erased. I am not very clear as to how this is going to work. The Board is, under the arrangements, the intermediary between the vendors and the purchasers, and it also has to see to the further carrying-out of the arrangements implied—namely, the settlement of this block under the limitation of area as set out in the Native Land Act, 1909. Therefore it might mean that difficulties would arise if the President of the Board hold the fee-simple. Of course, the trust sets out that he holds it on trust under the Board's action, who are enabled to execute and do necessary work, but I think the position is one that should be carefully looked into before final arrangements are made. Probably it would be advisable for the Solicitor-General to comment thereon.—THOS. W. FISHER, Under-Secretary." The Minister minuted it back to me, "Solicitor-General for opinion." I sent it on to the Solicitor-General on the following day—the 8th April—and it was returned to me from the Solicitor-General on the 20th: "I see no objection to the appointment of Mr. Bowler as trustee."

18. *Hon. Mr. Ngata.*] Is that the only correspondence relating to Mr. Bowler's position as trustee?—That is the first letter. Then there is my memorandum to the President of the Board, as follows: "Native Department, Wellington, 26th April, 1911.—Memorandum for the President, Waikato-Maniapoto District Maori Land Board, Auckland.—Mokau-Mohakatino Block: Herewith I return you the draft copy of agreement forwarded to me on the 25th ultimo. In connection therewith I have no further suggestions to make. The file has, under instructions from the Hon. the Native Minister, been before the Solicitor-General, particularly as to the fee-simple being transferred to yourself in place of the Public Trustee. He (the Solicitor-General) sees no objection to your holding the land under the conditions set out in the trust. One thing, however, seems to me necessary—that is, that some remuneration should be paid by the company to the person holding that position, which is debarred you under the Civil Service Regulations. Clause 4 makes the President responsible, but this must be considered as the Board, as no doubt the President has been selected owing to the difficulties of the Board accepting a trust, which they could only do in an official position. Therefore, the remuneration should be a credit for the Board's work, and I am sure the Government would fully recognize the additional responsibility placed upon the President over the transaction. Cabinet would also probably view the position favourably and reimburse the officer accordingly. What the amount should be fixed at is somewhat difficult to assess, but, as all direct expenses, travelling, &c., would no doubt be charged to the block, an amount of, say, £75 or £100 per annum might be considered equitable. However, this is a matter which you could discuss with the company, so that the position may be defined before final acceptance. I quite understand that proceedings would work more smoothly if the Board had actual control of the trust, which, although it is vested, as I said before, in the President, it is only in the nominal sense, as leader of the Board. The only reason I am against the position is that if litigation should occur in any way it would cause a considerable amount of trouble to an officer who would have no pecuniary benefit in the proceedings. However, you have had a fair insight into the dealings generally, and, although the Hon. the Native Minister has not yet had the Solicitor-General's opinion before him, I anticipate no objection from him

as to the carrying-out of the proposals. I am returning the copy of the agreement you forwarded me, and if the matter is completed it would be advisable that a copy of each agreement be sent to this office for record. When I sent you the telegram on the 20th the file was with the Solicitor-General, who, I understood, saw no objection to Mokau-Mohakatino proposal. I note the opinion on the file since returned reads, 'I see no objection to the appointment of Mr. Bowler as trustee.' I will place the position before the Minister on the first opportunity. No doubt you will take the necessary action to see that you are fully indemnified in case litigation should follow in connection herewith.—THOS. W. FISHER, Under-Secretary."

19. *Mr. Herries.*] What was the telegram there referred to?—"Glad receive your opinion *re* Mokau agreement." That was from Mr. Bowler. I replied, "Minister referred to Solicitor-General, who sees no objection to proposal." That led to my letter to the Minister dated the 27th, as follows: "Native Department, Wellington, April 27, 1911.—Memorandum for the Hon. the Native Minister.— Referring to my memo. of the 7th instant, which you minuted to be referred to the Solicitor-General for opinion: He has now had the papers before him, and Mr. Dalziell, solicitor for the company, has also interviewed him. The file has now been returned with minute, 'I see no objection to the appointment of Mr. Bowler as trustee.' I have intimated the position to Mr. Bowler, but have pointed out that the work that will have to be entered upon is certainly worth some remuneration, which one might assess at from £75 to £100 per annum, as fees, all direct outgoing expenditures, travelling-expenses, &c., being, of course, charged to the block. I presume the company will, through its secretary or solicitor, arrange for all expenses of surveying, roading, &c., and satisfy the Board as to providing necessary funds on completion of the work. The main thing, I presume, Mr. Bowler will have to secure himself upon will be indemnity in case litigation is sought by any parties who may claim to be injured.—THOS. W. FISHER, Under-Secretary." The Minister minuted it back to me on the following day, "Board take action accordingly," and I sent advice to the Board.

20. *The Chairman.*] Speaking generally on the question of public officials acting as trustees for companies such as this, is that generally done in the public service, do you know?—No, I cannot say that it is.

21. Do you know of any other case where a public official acts as trustee and receives payment?—I know of none in my Department. I would point out here, however, that the money does not go into Mr. Bowler's pocket.

22. *Mr. Massey.*] Where does it go?—Into the Public Account.

23. You mean the fee that he receives?—Under the Civil Service Regulations he has to pay any fees that he receives in this way into the Public Account.

24. *Mr. Dive.*] Then you pay the money to him?—No. That is a matter for Cabinet to decide. As this case was going on, I did not move further in the matter. But for it I should have reported in the ordinary way to the Minister, who probably would have dealt with the question.

25. *Hon Mr. Ngata.*] As to Orders in Council issued under this section 203, setting aside the provisions under Part XII of the Native Land Act, is this the only case you know of where an Order in Council has been issued to permit of alienation?—No; we have had several.

26. In other districts?—Yes.

27. You have advised the Government from time to time as to the advisability of issuing Orders in Council: can you tell the Committee what class of transaction such Orders have usually been granted for—to permit of what class of alienation?—We had two or three large transactions for such land as Rangitoto, at D'Urville Island (the transfer of a lease), and Orongorongo, a block across the Wellington Harbour.

28. Have there been cases where the Order in Council has permitted alienation to a man already owning a large area of land?—Yes, that is so.

29. There are cases, for instance, where the surrounding land is European freehold?—Several cases have been dealt with where, being isolated blocks, of perhaps 300 or 500 acres, miles away from any thoroughfare, and to which it is impossible to get a road, and in order to settle the difficulty and get the land occupied, advantage has been taken of this section (203) to permit the person owning the land adjoining to acquire.

30. There is no other case of the same kind as the Mokau Block?—No, not in this way.

31. Was the question of Mr. Bowler's appointment as trustee submitted to Cabinet? In his evidence Mr. Bowler said he understood it was so submitted?—He has evidently confused it with the matter of remuneration. That was the question that had to go to Cabinet—as to what he should receive of the amount charged to the company.

32. The question of his appointment as trustee was not submitted?—The Native Minister was satisfied after the Solicitor-General had given his opinion. The matter was then referred to me to take action.

33. *Mr. Dive.*] I understood you to say in your opening remarks that certain restrictions had to be removed to allow the Natives to sell. Will you kindly explain what those restrictions were?—The restriction was the limitation of area. The Cabinet minute is, "Restrictions to be removed." Perhaps it should have said "that, if the evidence submitted to the Board was satisfactory, the Order in Council was to issue." That is really what it means. There was no other restriction except the limitation of area.

34. That being the case, do you think that the last Native Land Act has been exceeded in that respect?—I can only refer you to the Koputauaki No. 2 case, which was recently before the Supreme Court. There the Solicitor-General argued that this section was intended for that particular class of case. Two of the Judges, I see, did not agree with him exactly, but the Chief Justice did. It is a case where the Registrar refused to register transfer of leasehold interest in land. Now the Solicitor-General is appealing, and the case is to come before the Court of Appeal. Therefore I do not think I should express an opinion upon it.

35. What is the area of that block?—I think it is something under 2,000 acres.

36. *Mr. Herries.*] Mr. Bowler said that he had instructions from the Department to call the first meeting of assembled owners?—He had instructions through the Department.

37. From the Native Minister?—Yes.

38. Is it usual for the Native Minister to instruct the President of any Maori Land Board to call meetings of assembled owners?—Yes, it is done in many cases.

39. Where the Crown is not interested?—No; it is mostly where the Crown is interested. I cannot say I know of a case where the Minister has done it in a private transaction.

40. This is the only case you know of?—Yes, as far as I can remember.

41. What was the Valuer-General's certificate that you alluded to, with reference to the Order in Council?—When the meeting was first called—that is, one held on the 6th. January—the owners' interest at that time was assessed at £11,337 for the four blocks. That valuation was made in 1905, I believe, and the Board required a more up-to-date valuation. So the Valuer-General got a special valuation made, which gave the owners' interest as £14,881. That included their interest in existing improvements. The owners' interest in the unimproved value was fixed at £13,733, and their interest in improvements at £1,148: total, £14,881.

42. *Hon. Sir J. Carroll.*] That was the value of the Natives' interests over the whole of the blocks?—Yes.

43. *Mr. Herries.*] That certificate was put in in order to enable the Board to see that the sale was in the interests of the Natives?—To form some idea as to whether at price offered it was a desirable transaction. The position was this: that if the limitation-of-area provisions had not come into the transaction, and there had been ten owners or less in the title, and those owners had executed a transfer, the Board could hardly have refused. Had the purchase-money only been £15,000, the Board could not have refused on grounds of value being inadequate.

44. *Hon. Sir J. Carroll.*] The Board has a right to satisfy itself on the question of value?—That is so; but once the valuation is submitted to the Board by the Valuer-General the Board has to accept that value.

45. *Mr. Herries.*] You told Mr. Ngata that you knew of no offer being made by the Natives to the Government, or by the Government to the Natives, with regard to purchasing the block?—That is so.

46. Do you know if any money was paid in advance? We had it in evidence that money was paid in advance to Pepene Eketone?—I have paid no money in advance on account of the Mokau Block.

47. Do you know if any money has been paid?—I am not aware of any.

48. *Mr. Massey.*] Could any money have been paid without your knowledge?—Yes; Mr. Kensington could have paid it.

49. *Mr. Herries.*] You are not the Native Land Purchase Officer?—I am the officer controlling Native land purchases under the Act of 1909, but not with respect to transactions entered into prior to the Act coming into force. It came into force on the 31st March, 1910. Mr. Kensington is still dealing with transactions entered into prior to that date.

50. You have no correspondence on the file with regard to any sale to the Government?—No, nothing of the kind ever came to my knowledge.

51. With regard to Mr. Bowler's position, is what you read the whole of the correspondence that you had with regard to that?—That is all. I have the correspondence about paying over the money and matters bearing on that, but this is all the correspondence bearing on Order in Council matter.

52. Your personal opinion seems to have been that it would lead to complications?—I knew there had been a considerable amount of litigation during the last twenty-five years over the blocks, and I anticipated there probably would be in the future. As far as the settling of the land was concerned, I saw no trouble in Mr. Bowler taking the position.

53. The matter was referred to the Solicitor-General for his opinion as to the legality, and not as to the desirability, of the arrangement?—That is so.

54. Are you still of opinion that trouble may occur?—I am satisfied now that the thing will work out all right. Of course, I could understand that difficulties might arise with the Public Trustee acting as trustee, because the Board had to decide, practically, who should acquire the land—the person who should take the title on its being sold; and the Public Trustee could hardly hold the position as trustee subject to dictation by the Board.

55. Is Mr. Bowler acting for the Board or for the purchasers of the land?—I take it Mr. Bowler's position is this: the land is being surveyed and roaded by the owners of the block, and Mr. Bowler, who holds the estate in fee-simple, has to transfer it as instructed by the Board—that is, as to limitation of area, and so on. It has to be sold, as nearly as possible, under the provisions of the Act of 1909.

56. Supposing the interests of the company and the interests of the Board conflicted, what position would Mr. Bowler be in?—I cannot see any possibility of conflict there, as far as the trustee is concerned.

57. Supposing there was conflict, what is your idea of the position that Mr. Bowler would be in? Would he have to stand by the Board or the company?—He would certainly stand by the Board.

58. Yet in a sense he is the servant of the company, if he receives remuneration from it?—He would act under conditions of the trust; he is holding the land under the trust.

59. But it seems to me there is likely to be considerable conflict with regard to the interpretation of the trust?—If the law had allowed the Board to hold the trust, the Board would have received the remuneration instead of Mr. Bowler.

60. Do you think it is a desirable position to put an officer of the Government in?—In the present case I see no objection at all.

61. What will be the position supposing the company does not fulfil the agreement?—The company has got three years to survey the land and road it and place it on the market.

62. And what is the position supposing it does not?—The Board has the right then to extend the time for, I think, two years, or to say it will not allow any further time, and take the work in hand themselves, and complete the surveying and roading.

63. Will you tell the Committee how the land is going to be handed back to the Board for them to cut it up?—The trustee has got to do that, on receiving instructions from the Board. The Board has simply to satisfy itself of each transaction as each block is sold—that is, as to area.

64. What I want to find out is, what will happen if the Board finds out that the Company are not doing what they agreed to do?—The Board will simply step in and go on with the work—or, rather, Mr. Bowler will under his deed.

65. Where will he find the money for doing that?—They will have got sufficient work done, no doubt, before that period expires to permit of completion. The proceeds from the first part will be sufficient to carry out the other.

66. But supposing the company goes into liquidation?—Well, that will hardly affect the trustee, I presume.

67. Where will he find the money, if the whole of the work is thrown on to him?—From the proceeds of the first lot of land.

68. But supposing no land is sold?—There is going to be some sold before three years are past. You mean if the company goes into liquidation at once?

69. Yes?—Of course, that is hardly probable. I can see no trouble arising from that.

70. As far as you know, all the matters connected with this transaction are very unusual? There is no other case of the kind?—I do not know of any other case similar to the Mokau one.

71. Have you any further correspondence on your file with regard to cutting up the block?—No.

72. *Mr. Massey.*] In arriving at the value of the land, do you know whether the minerals were taken into account—the coal and lime, and so on?—I should say they were not.

73. Your Department and the Valuation Department simply looked at the land from an agricultural or pastoral point of view?—The Valuer-General, I presume, has valued the land from that point of view only. There is no valuation, as far as my Department is concerned, except my own knowledge of the block; and from my own knowledge I am satisfied that the whole block is not worth £70,000 when roaded and surveyed.

74. How can you reconcile that with the fact that a number of practical men have purchased the greater part of the block on a valuation which would really mean £100,000 for the whole block?—Well, time will prove which is correct. I am satisfied my opinion is right, and I presume they are satisfied theirs is.

75. Still, if the minerals are there, as has been stated, in all probability the men who have purchased the block will come out of it with a good profit: do you not think so?—How do the minerals affect the company?

76. I am asking you. The company have surely purchased the minerals, have they not?—The company have placed the whole of this block, under a trust deed, in the hands of Mr. Bowler, who will sell the block. He will sell the minerals and everything. The company have nothing more to do with the minerals than Mr. Lewis had, as far as the trust is concerned.

77. Yes, but Mr. Bowler in that capacity acts for the company. It is his business to dispose of the block as instructed by the company, subject to the provisions of the law with regard to limitation: is not that the position?—Yes.

78. So there is really nothing to prevent members of the company from buying, say, blocks of 3,000 acres each if they feel so inclined?—Well, of course, the Board has to decide whether they can take it.

79. And the President of the Board is the trustee, who is—indirectly, perhaps—receiving a salary from the company?—That is the position. It does not affect the mineral rights at all, as far as I can see.

80. You do not know that the mineral rights belong to the company?—They are part and parcel of the land, and as each subdivision is sold it is understood any minerals that may be in that subdivision belong to the purchaser.

81. Even if the purchaser happens to be a member of the company?—If he can make the declaration required and hold the land.

82. Are there any residential conditions in the Native Land Act regarding land sold under the limitation-of-area provisions?—There are under Part XIV, but in this case I presume it is a matter for the Board to decide. If they decide that residential conditions are necessary, they can be enforced. The Board, I think, have the right under Part XIV to enforce that.

83. And if they think residential conditions are not necessary?—They can waive them.

84. Do you know anything of the appointment of Mr. Skerrett by the Government to act in connection with the disposal of this land?—No.

85. Have you no correspondence as between the Department and Mr. Skerrett?—No.

86. I think you told Mr. Herries that no advances had been made to the Natives, as far as you were aware, on account of the intended purchase of the land by the Government?—That is so.

87. You do not know of any reason why the Government should not have purchased this block, do you?—I do not know that there is any reason why they should not have done it.

88. It was known to you that the Natives were willing to sell?—No, I did not know it.

89. You may have heard it, though?—No, I cannot say I have heard it. The first I heard of selling was when that letter dated the 20th September, 1910, of Mr. Skerrett's was sent to me from Cabinet.

90. Do you know the section of the Native Land Act which allows the Government in such cases as these to take over the leasehold interests at a valuation?—Yes.

91. There is no difficulty?—The Government can go to the Compensation Court to assess the value.

92. In this case the lease might have been determined?—Yes.

93. And compensation paid?—Yes.

94. And all the difficulties would have been removed?—I would not like to say that. The difficulties would have been removed as far as the title was concerned.

95. I think you said that several other Orders in Council had been issued to allow the Native Land Board and the Natives concerned to get over the limitation provisions of the Act?—Yes.

96. Can you give us any idea of the areas in such cases, or the number of Orders in Council?—There have been thirteen for certain, if not more.

97. Since the passing of the Act of 1909?—Yes.

98. Can you give us any idea of the areas in such cases?—They have varied from 1 acre to 8,000 acres.

99. Where was the 8,000-acre block?—Rangitoto, part of D'Urville Island.

100. What was the object in issuing the Order in Council in that case?—The Order in Council was issued because the solicitor acting for the purchaser of the lease considered it necessary.

101. *Mr. Herries.*] That would not be under the 1909 Act?—That is the subject matter for argument in the case that is now before the Court. They say that the provision of section 193, Native Land Act, 1909, applies to all prior transactions.

102. *Mr. Massey.*] Was that done under the 1909 Act?—Yes, the Order in Council was issued under the 1909 Act.

103. Then the Order in Council was issued since the passing of the 1909 Act for the alienation of a block of 8,000 acres?—Yes.

104. What was the value of that block?—About 7s. 6d. an acre.

105. And that is the largest transaction that has taken place by way of Order in Council?—Yes.

106. Do you know of any other case where a speculator was allowed to purchase a big block of land in this way, even if it happened to be less than 8,000 acres?—No. Of course, when people apply to Boards for an Order in Council they will not say they are speculators. I do not know that Mr. Lewis is a speculator.

107. Is it customary to have Orders in Council issued to enable speculators to purchase in the way Mr. Lewis has purchased the Mokau-Mohakatino Block?—I am not aware that Mr. Lewis is a speculator. If he says he is, well and good.

108. *Hon. Mr. Ngata.*] Is there any other case like the Mokau-Mohakatino in the Dominion?—Not that I am aware of.

109. *Mr. Massey.*] Is it intended that the payment made by the company who own the land to Mr. Bowler as trustee will be paid to him in addition to his ordinary salary?—I mentioned that Mr. Bowler pays that into the Public Account. Then it will be for Cabinet to decide what he is to receive. I have not gone further into the matter on account of this inquiry.

110. You do not know what Cabinet propose to do in the matter?—It has not gone before the Minister yet for consideration.

111. I think I heard you say that Mr. Bowler will receive travelling-expenses as well as the £5 a month?—I was speaking of any work that the Board or Mr. Bowler might be called upon to do in connection with the block. If they are called upon by the owners of the block to go there for any purpose, their expenses will be paid directly by the block.

112. Do you not think it is a very unwise position for the President of the Board to be placed in?—The main question was whether it was not advisable in the public interest to try and settle this matter in the way which was followed. I think, myself, the best thing was done under the circumstances.

113. Do you not think the proper way to have settled it would have been for the Government to acquire the block?—No.

114. Why?—Because there would have been no end of trouble and worry later on.

115. That is an indefinite sort of statement?—I presume that if the Government had bought it there would have been trouble in going to the Assessment Court, and any number of ideas as to the value.

116. Surely there is not much trouble in going to the Assessment Court?—The land would not have been settled with the despatch with which it should be settled under this arrangement.

117. Is not the Department able to settle land as well as speculators?—The position is altogether different.

118. Do you not think that the Lands Department could have settled the block as well as the Mokau Land and Estate Company?—I do not think I should be asked to comment on the administration of the Lands Department.

The Chairman: I rule that question out. You are pursuing the examination too far, Mr. Massey.

119. *Mr. Herries.*] Does Mr. Bowler refer to the Department now with regard to his actions in these transactions as trustee?—No, I have heard nothing further from him.

120. He did not refer the question as to whether he should mortgage the land?—No.

121. Are you aware that he has mortgaged the land?—Indirectly I am.

122. He would not have to get the approval of the Department with regard to matters of that kind?—Any proposals would be a question for me to submit to the Minister. I would not take the responsibility.

123. Has he a free hand to do exactly as he likes?—He has a free hand, practically, under the trust. The trust sets out his duties.

124. *Hon. Sir J. Carroll.*] He acts entirely under the deed of trust?—Absolutely.

126. What is the general work of the Boards, so far as the observance of residential conditions is concerned, in regard to Maori leases?—Do you mean Board lands or ordinary lands.

127. Both?—The Boards have no power as far as ordinary Native lands are concerned. With regard to vested lands, they have the right under Part XIV of the Act to enforce conditions—that is, in respect of land vested in them in fee-simple.

128. Have you any knowledge as to what the attitude of the Boards is in regard to making the holders of leases observe the residential conditions?—With open land, residence has to be taken up within two years, and with bush land in four years. The Boards have hardly had time to see how they are going to enforce residential conditions. As far as I understand, they intend to do so. With land sold for cash, the Board would have to report if they were to extend the term over the two or four years: they would have to refer to the Minister; they have not sole right to dispense with residential clause.

TUESDAY, 26TH SEPTEMBER, 1911.

JOSHUA JONES, in attendance. (No. 23.)

The Chairman: Mr. Jones, your last letter has been received by the Committee, and the Committee adheres to its former decision which has already been conveyed to you—that your statement must be confined to matters that have cropped up in this inquiry and pertain to this paper that is before the Committee. If you have any other ideas, the Committee would suggest that you petition Parliament; but this Committee cannot deal with the matter as indicated in your letter.

Mr. Jones: I thank you, sir; but you have been dealing with this matter *ab initio* all through the inquiry here, and I do not know how you can obliterate a portion upon which I wish to be heard, and not the remainder.

Mr. Herries: I think we start from Mr. Herrman Lewis's purchase.

Mr. Jones: No. What I was going to say was that you have had before you, and have now, I think—for you have been basing a lot of your inquiries upon it—the Stout-Palmer Commission's report.

The Chairman: No; that has come in incidentally, but it has been ruled out as having no bearing on the paper which forms the subject-matter of this inquiry.

Mr. Jones: You have placed me in a difficult position, sir. I am not prepared to finish to-day in any case. I had prepared a short synopsis of this case, respectfully drawn, covering the period from 1876 to the decision of the Court in 1908—20th July, 1908—and the suggestion of the Prime Minister that I should petition Parliament, with his assurance that he would see anything carried out that Parliament recommended. Now, so far I have only got to that. I humbly submit to you that it will not be time wasted to hear what I have to say up to that time. It will assist you, and will save me the further trouble of petitioning, and—which I am more reluctant to do—making my ideas known through the Press. I am determined to bring them out in some form. I thought that if I came here in a respectful manner and read out what I have to say you would not object to any portion of it. That would bring me up to the time I have mentioned. Then I proposed asking you to give me one day's grace in order to finish, covering the time from the decision of the Judges here in 1908 up to the present day; this would not take me long. I make that respectful application to you.

The Chairman: You will understand that in this matter of ruling I am the mouthpiece of the Committee. The Committee have given your request every consideration. It has been discussed on three different occasions, and on each occasion the Committee have unanimously decided that what you say must be confined strictly to the paper that has formed the subject of the inquiry. Whatever my own view may be, I am now expressing the Committee's.

Mr. Jones: But they have not heard the application I have just made, nor have you had time to consider it, sir.

Hon. Mr. Ngata: You should understand the position of the Committee, I think, Mr. Jones. The inquiry is not so much into your grievance as into the statements made by Mr. Massey and the answering statement of the Native Minister.

Mr. Jones: I thank you for the correction; but in the Committee of last year——

Hon. Mr. Ngata: That is a different matter. If you want a status so far as that matter is concerned, then your position is quite clear: you should present a petition to the House.

Mr. Jones: There is no time for a petition this year. What I was going to say is this: during the hearing of the petition of last year a status was given to the Natives and to a gentleman named Herrman Lewis. Both appeared by counsel, in the middle of the hearing of my petition, on a matter foreign to my petition—in fact, hostile. They were allowed that indulgence.

The Chairman: I do not want to interrupt you, Mr. Jones, but we have nothing whatever to do with the Committee's proceedings of last year. If you think you did not get justice from that Committee, then I and this Committee suggest to you that you petition Parliament again. We cannot traverse the findings of another Committee of this House.

Mr. Jones: Very well, sir, as you have given your ruling. But I suggest to you that that only keeps the ball rolling everlastingly. That Committee treated me shamefully, although they reported in my favour. Considering the way in which I was treated, I think that what I am asking now is only a small concession: to state—as I think I am entitled to do, but was not allowed to do there—what has taken place from 1876 up to the present day. I have prepared a short memorandum setting forth what occurred up to the decision of the Judges here. It is only right that there should be carried out whatever any Committee recommended, but that was not done for me.

The Chairman: Might I put this aspect of the matter to you: Your story regarding the Mokau Block is as well known as the story of Robinson Crusoe, is it not?

Mr. Jones: No.

The Chairman: What I mean is this, and I say it quite respectfully: your case has been published time after time, both in London *Truth* and in papers circulating throughout New Zealand, and therefore it is not a new story.

Mr. Jones: I do not think there are more than two gentlemen on this Committee who know anything about the minutiæ.

Hon. Sir J. Carroll: Has there been anything at all in the present proceedings in any way damaging to you?

Mr. Jones: Oh, yes. The Stout-Palmer Commission's report is a terrible thing—a thing that would have been burnt in any other community, and the authors of it.

The Chairman: We have nothing to do with the report of the Stout-Palmer Commission.

Mr. Jones: Permit me. All this trouble is based upon the allegations in the report of the Commission that Jones's leases are voidable; and this report with regard to these Native leases has been terrible.

The Chairman: My answer to that, on behalf of the Committee, is that, if you feel that, you should petition Parliament to give you an inquiry with regard to the finding of that Commission. We have nothing to do with that.

Mr. Jones: But you have to do with the Stout-Palmer Commission's report.

Mr. Herries: It has been mentioned.

Mr. Jones: That report is really the groundwork for your proceedings.

The Chairman: I think you may claim some consideration in regard to that report; but as to your going into the history of the case from 1876, the Committee are very clear that they cannot permit that.

Mr. Jones: Do you object to my dealing with the Stout-Palmer Commission's report?

Mr. Herries: I think Mr. Jones is really talking about finishing where he ought to begin. I do not think the Committee should go into anything that happened before the time Mr. Herrman Lewis bought the leases. That is our commencing-point.

Hon. Sir J. Carroll: Mr. Jones heard all the evidence that has been given before the Committee on the present occasion, and I am putting it to him whether there was anything in that evidence that was damaging to him.

Mr. Jones: The Stout-Palmer Commission's report—you are working on it.

Hon. Sir J. Carroll: I do not think any evidence was given on it; reference was made to it.

Mr. Jones: If I might be allowed to state some things that I object to in connection with that report, that might assist me; and then I would begin, according to your ruling and the suggestion of Sir James Carroll. I would begin—and I could finish in one day—from the date when the decision was given by the Judges here and when the Prime Minister gave his assurance to me, and cover the ground up to the present time; but I cannot possibly do that without referring to the report of the Stout-Palmer Commission which was made previously, and I think you will agree that that comes within the scope of this inquiry.

Mr. Greenslade: Have you a written statement?

Mr. Jones: Yes, sir. The statement I proposed reading carries me up only to the decision of the Judges

Mr. Herries: That is where you ought to begin. That is where our inquiry begins.

Mr. Jones: I am endeavouring to meet the Committee. Will you allow me, then, to produce this report of the Commission and comment upon it? I think that might be permitted to me.

Mr. Herries: We have had a good deal of evidence on the question of the validity of the leases.

The Chairman: I personally do not see any harm in that.

Hon. Sir J. Carroll: I think all the legal profession agree that they do not place much value on the Stout-Palmer Commission's report.

Mr. Jones: In reply to Sir James Carroll, I desire to say that, though I do not think he intends to injure me, he lays very great stress upon the fact that the Commission's report condemned my leases and my titles. Now, I want to put it to him and the Committee that he is under a misapprehension.

Mr. Herries: I think that what Sir James Carroll said was that all the legal evidence we had before us was against the report of the Commission.

Mr. Jones: But Sir James Carroll will not repudiate what he has said on the public platforms.

Mr. Herries: I think Mr. Jones might be given another day to prepare this fresh report.

The Chairman: Is that the wish of the Committee—that Mr. Jones be allowed another day to recast his remarks, commencing from the point that the Committee thinks he should start from?

Mr. Herries: That is, the time the leases were put up to auction and purchased by Mr. Herrman Lewis.

Mr. Jones: The time I mentioned was when the decision of the Court was given—when the Government first took the matter in hand for me.

Mr. Herries: But that came after the sale of the leases?

Mr. Jones: No; at about the same time.

The Chairman: I was with you when you lodged the caveat. It was after that that we went to Sir James Carroll.

Mr. Jones: Very well, then. I will start from the time Mr. Lewis negotiated, and with your kind permission I will make use of the Stout-Palmer report in what I am allowed to say, the day after to-morrow.

The Chairman: Before you go, Mr. Jones, I should like to mention that you made a mistake in your previous evidence. At question 73 in the printed evidence you were asked, "By whom

was the valuation to be made?" And you answered, "That was left out, I suppose. It would follow that the Crown would have an assessor and I an assessor—something of that sort. It did not go that far. My solicitor and Mr. Kennedy Macdonald and I went to see Mr. McNab. Mr. Jennings was to have gone with us, but he made himself scarce. He had to go to Palmerston, or something like that."

Mr. Jones: That is so. I will produce evidence to the effect—that Mr. Jennings did go.

The Chairman: To Mr. Kennedy Macdonald?

Mr. Jones: No. You were to have gone, but you did not go. I have your statement.

The Chairman: According to the report which I am reading from, I then asked you, "On what date was that?" and you replied, "31st March, 1908." I then said, "I do not think I was in Wellington then"; and you said, "You interviewed Mr. Macdonald with me at that time." When I went home to New Plymouth three weeks ago I got my memorandum-book for 1908, and I find that I was at Waitara on the 30th March, 1908. And on the 31st March, 1908, I was in Stratford, and three days afterwards I went by steamer to Auckland with Mr. Keith, the manager of the Taranaki Petroleum Company. Therefore there is a mistake somewhere.

Mr. Jones: I can show you from your own printing that you were. As I say, you were not there perhaps on the 31st March, because we went and saw Mr. McNab, and you did not go with us. But I have a print of yours dated the 27th March.

The Chairman: I am speaking of the date you mentioned in your printed evidence. I was not in Wellington at that date.

Mr. Jones: Yes, you were here on the 27th March.

The Chairman: My memorandum bears out my statement in regard to the 31st March; you are wrong in regard to that date.

Mr. Jones: Supposing I show you something else of your own that disagrees with that.

The Chairman: I shall have to take other steps if you say that I was in Wellington on the 31st March, and you swear that.

Mr. Jones: No, I do not swear that.

The Chairman: That is my only point—so far as that date is concerned.

Mr. Jones: You did not go with us; you had gone away to Palmerston.

The Chairman: That is right.

Mr. Jones: But on the 27th you and Mr. Kennedy Macdonald and I had a conference about it.

The Chairman: I positively refused to see Mr. Macdonald with you, and stated the reason at the time—that Mr. Macdonald had opposed my Bill in the Upper House for the protection of the Mokau River scenery. That was the reason why I objected to seeing him. The inquiry stands adjourned till Thursday at half past ten

Mr. Massey: Before you break up I should like to mention that I have this morning received this telegram. [Telegram handed to Chairman.]

The Chairman: I have just received a similar one. The message reads, "I desire, as promotor Mokau Company, to give evidence before Mokau Committee on Thursday morning. Leaving here to-morrow express.—DAVID WHYTE." The Committee will decide about this.

Mr. Massey: I have also a letter which I should like to put in, from Mr. Rattenbury, with reference to his evidence. [Letter handed in.]

THURSDAY, 28TH SEPTEMBER, 1911.

JOSHUA JONES further examined on oath. (No. 24.)

1. *The Chairman.*] If you are prepared with your statement, Mr. Jones, we are ready to hear you?—The first thing I have got to do is to settle a small matter with Mr. Jennings. Mr. Jennings said he was not in Wellington in March, 1908.

The Chairman: On the 31st March.

Witness: You say so now. The Press report does not say that.

The Chairman: You said I was with you on the 31st March, 1908, in Wellington. That is your evidence, as printed on this copy.

Witness: If you will remember, the last day I was here I contradicted that.

The Chairman: This is what you said at question 72 of your evidence: *Question.*—"You approached Mr. McNab and offered your interest in the block at a valuation?" *Answer.*—"On the 31st March, 1908." *Q.*—"By whom was the valuation to be made?" *A.*—"That was left out, I suppose. It would follow that the Crown would have an assessor and I an assessor—something of that sort. It did not go that far. My solicitor and Mr. Kennedy Macdonald and I went to see Mr. McNab. Mr. Jennings was to have gone with us, but he made himself scarce. He had to go to Palmerston, or something like that." *Q.*—"*The Chairman:* On what date was that?" *A.*—"31st March, 1908."

Witness: Quite so. That does not say you were not away on the 31st March. It does not convey the construction you put on it.

The Chairman: I asked you a specific question, "On what date was that?" and you said, "31st March, 1908."

Witness: Quite so: I say so still.

The Chairman: That I was in Wellington on the 31st March?

Witness: No, I did not say that. You are under a misapprehenison.

The Chairman: There is your evidence.

Witness: The interview was on the 31st March, and Mr. Jennings had gone.

The Chairman: My contention is that I was not in Wellington on the 31st March. I asked you, "On what date was that?" and you answered, "31st March, 1908." I then said, "I do not think I was in Wellington then"; and you said, "You interviewed Mr. Macdonald with me at that time."

Witness: No, not on that date.

The Chairman: There is your sworn evidence in this printed copy.

Witness: No, no. I will not permit you to put that down my throat.

The Chairman: Do you adhere to your statement?

Witness: I do not. I never signed that.

The Chairman: You are quibbling again.

Witness: I have not signed that evidence, and I will correct it before I do sign it.

The Chairman: Well, then, do you wish to retract that date?

Witness: I will not retract anything I said.

Hon. Mr. Ngata: You are agreed, Mr. Jones, that when you interviewed Mr. McNab on the 31st March Mr. Jennings was not in Wellington.

Witness: Yes, he had gone.

The Chairman: That is my contention.

Witness: I say so; Mr. Jennings was not there, because he had gone away.

The Chairman: Very well. It is cleared up.

Witness: What I understood Mr. Jennings to say was this: He said at the Committee that he was not in Wellington in March, 1908.

The Chairman: No, no; I said I was not in Wellington on the 31st March, 1908.

Witness: Here is my memorandum. I will stand to what I say.

The Chairman: Then you are stating what is deliberately incorrect.

Mr. Greenslade: I do not think you should say that. He may be under a misapprehension.

The Chairman: I understand it quite well. I put a specific question to Mr. Jones. You said, Mr. Jones, it was the 31st March, 1908; and I immediately said—and the verbatim report of the proceedings bears me out—that I was not in Wellington on that date

Witness: I say so too.

The Chairman: No, you do not.

Hon. Mr. Ngata: You say now that on the 31st March, when the interview with Mr. McNab took place, Mr. Jennings was not in Wellington?

Witness: Yes.

The Chairman: That is all I want.

Witness: I say so still. I did not say that Mr. Jennings was there. It is wrong to tell me that what I say is absolutely untrue, and I will not submit to it. I will deal with you outside.

The Chairman: Go on with your statement.

Witness: You are not free here. Let me warn you of that.

The Chairman: I will not stay here and listen to that.

Mr. Parata: Mr. Jones is supposed to be here to make a statement, and not to argue the point.

Witness: It is hard to be told that a man is stating what is not true.

Hon. Mr. Ngata: I think the incident ought to be considered closed. The Committee fully understand that on the 31st March Mr. Jennings was not in Wellington.

The Chairman: That is so.

2. *Hon. Mr. Ngata.*] Will you proceed with some other point, Mr. Jones?—If you please, Mr. Chairman, I would ask you to direct your clerk to produce letters from myself to the Committee, dated the 21st August of this year, 26th August, 29th August, 9th September, 21st September, 22nd September; and one dated the 19th September, if you have it, addressed to Mr. Speaker.

3. What point is it you wish to make?—I wish the letters put in to speak for themselves.

4. The letters have been received by the Committee?—But they are not in evidence.

5. I take it, it is for us to decide whether they shall go in as evidence, and to enable us to arrive at a decision you should tell us the particular point you wish to emphasize in connection with that correspondence?—It will take a good while to do that.

6. What is your point about it?—There are various points about the whole matter. Here is one of the letters, dated the 26th August, addressed to the Chairman of the Native Affairs Committee: "The Committee are aware that at present I am only a witness in the premises, merely to answer questions, and although largely interested in the inquiry I have not the right to submit evidence of my own position or claims. What recommendations have been made by the two Committees of 1908 and 1910 have been entirely ignored by the Government. I therefore beg leave to request that I have leave to appear as a principal in the inquiry and place my own facts through counsel for consideration of the Committee. My attendance by this course will, I believe, be of assistance to the Committee, as well as secure a measure of justice to myself. I submit there can be no legitimate reason why this request should not be granted, and would mention that at the A to L Committee of 1910, where neither the claim nor assumed right to be heard existed, as in this instance the Natives and the alleged purchaser of the leases were permitted, without leave or consultation of me, whose petition only was being considered, to both appear and with counsel apply that the Committee would recommend the Government to issue an Order in Council enabling the alleged purchaser of the leases to obtain the freehold of the estate without competition or the expenditure of a farthing or the performance of any public service entitling him to such consideration from the State, which request was granted and acquiesced in without hesitation by the Committee. I should be glad of an early reply in order to prepare for the inquiry.—Joshua Jones." I got no reply for a while, and on the 9th September I wrote again: "On the

26th August I addressed a note to the Chairman asking permission of the Committee to appear as a principal in the proceedings and submit my facts through counsel for your consideration, and naming a precedent in this case for my application. I requested an early reply, in order that I might be prepared by instructing counsel and by producing papers, &c. I mentioned the matter informally to Sir James Carroll, who stated that probably I would be permitted to make a statement before the Committee, but that I would receive a reply to my note. The Chairman, however, has not seen fit to send me word or line. As this is the most important case of the kind that has ever occupied the attention of a colonial Legislature, I ask your early and earnest consideration."

Mr. Dive (Acting-Chairman): I think it would save time, Mr. Jones, if you would put those letters in.

Witness: With your permission I should like to read this reply which I have received from the Chairman of the Committee, dated the 12th September: "With reference to your letters dated the 26th August and 9th September, I have the honour to inform you that the Committee have decided that they cannot give you permission to appear as a principal or by counsel in connection with the above-named paper (Parliamentary Paper G.–1, Mokau-Mohakatino Block)." If I may put in these letters it will save my reading the rest of them.

Mr. Dive (Acting-Chairman): Very well. [Letters put in.]

Witness: As the Committee has seen fit to restrict any statement I might make to the limit of the present inquiry, from the period when Herrman Lewis commenced to negotiate for these lands, I shall endeavour to confine myself accordingly. It should be remembered, however, that for the purpose of rendering my observations intelligible it may be necessary to go outside that strict line, more particularly where pertinent statements have been made, unauthorized, untrue, or otherwise misleading. As to the intimation from the Committee that this was an inquiry as betwixt Mr. Massey and Sir James Carroll, and that I should again petition Parliament respecting my own interests, I must say that I accept the suggestion more in the form of insult than generosity, inasmuch as the Committee are well aware that two petitions—one presented on the advice of the Prime Minister—at successive sessions, have been considered and favourable recommendations made in both instances, but the Government pay no attention to either. Indeed, the suggestion is in common with all the proceedings of this case, where one member at least of the Cabinet has a pecuniary interest. I recognize that the Committee is master of its own procedure, but am not in accord with the decision that, being a general and not a special Committee, it has no means of inquiring into all the subjects pertinent to this Mokau land transaction, from whatever quarter they may spring. I said in a previous note that the A to L Committee of 1910 had no hesitation, in the interests of Dr. Findlay's firm, of even permitting procedure hostile to the petition then under consideration. The present Committee should understand as well as I do that a Cabinet that ignores the strong recommendations of two Committees would not stay at that, and the suggestion that it desires the pastime of flouting another petition can carry no other interpretation than that the facts are not required at this inquiry. They have thrown out two petitions, sir, and would not pay any attention to them after being recommended to do so. The contention of the Chairman that the Committee has no means of dealing with the matter mentioned in my letters cannot stand, for the reason that if the Committee had not the power—which I say is waste of language—it could easily have been obtained from the House. In order that there may be no misunderstanding as to what was required by me of the Committee I will read the short correspondence on the subject. That is what I have in my notes, gentlemen, but those letters, of course, I have read. I ought perhaps at this stage to give this Committee the grounds for my approaching Parliament and appearing before the A to L Committee of last year, and now by permission before this one. The story is a long one, but I shall come to its immediate junction with the present proceedings. There had been many years of litigation in England. A lawyer named Flower, in connection with another lawyer named Travers in Wellington, who placed the property in Flower's hands for me two years before I went to London, had endeavoured by improper means to deprive me of this property. Flower was held guilty by the High Court in London of malpractice as a solicitor in this matter, and one of the Lords of Appeal expressed regret that Travers was not in England to be also dealt with. Flower was made to pay a heavy penalty for his dishonesty. He was by the same judgment held in effect to be a trustee of the property for me. The litigation ended in an undertaking by me to give a mortgage over the property to him, my own trustee, at his request. This was on 27th July, 1904, and the mortgage was given pursuant to a consent order in July, 1906, with extension to some date in 1907. Flower died in September, 1904, and his executors stood in his shoes. There was no new trustee appointed for my interests. The fiduciary relationship did not terminate with Flower's death, nor upon my giving the mortgage to the executors. While I was selling the property in 1906–7, and during the currency of the mortgage and extension that was arranged, a damaging report upon the Mokau property that had been procured by Flower in 1903–4, and had prevented two advantageous sales at that time (of which I have complete evidence), became again circulated over London. I saw the document myself in the hands of a man named Seward in 1907. This again spoiled a profitable sale. I produce the agreement of sale in form of a prospectus, and in *Hansard* of 1910, pages 645–6–7, appears evidence from my agents selling the property that not only had the value of the coal been slandered, but also the title had been assailed, as had been the case in 1894–95 when I was selling. This is the fair treatment by these executors so much boasted of in *Hansard* by their agent, Mr. W. T. Jennings, Chairman of this Committee, with whom I will presently deal. Having thus prevented my dealing with the property, the executors put it up for sale under the mortgage by order of the Registrar at New Plymouth on the 10th August, 1907, and bought it in for the amount of the mortgage-money. As the English Judge, Mr. Justice Parker, remarked in giving his decision, "Jones's trustees merely passed it from

one hand to the other, but the sale did not dissolve the trust." The statement of Dr. Findlay in *Hansard* for 1910, page 599, that his firm's client, Herrman Lewis, had bought from the mortgage through the Registrar of the Supreme Court is untrue. In 1907, prior to the sale at New Plymouth, I entered an action in the Chancery Court for redemption and accounts, so that there was an action pending when the sale took place. On the 1st November, 1907, a motion by the executors to strike the action out as being frivolous was dismissed by Mr. Justice Parker, who knew the New Zealand law, and the action was ordered to proceed. The Court order I have already produced. Judge Parker, however, expressed a belief, for both sides to consider, that the jurisdiction lay in New Zealand where the property was, and where the contract of mortgage had been consummated. My counsel, Mr. Jellicoe, who appeared with Mr. Buckley, one of the leaders of the English bar, was of the same opinion. I also had the friendly opinion of Sir J. Lawson Walton, the Attorney-General for England, who prior to taking office had acted for me in several actions in the case. I was advised by Sir John to disregard the compact and documents signed in England, particularly the documents emphasized by Dr. Findlay on behalf of his client Lewis in *Hansard* of 1910, page 598, in respect to not lodging any further caveats, on the grounds that the executor's side had prevented my carrying out the contract by spoiling my sale; and he advised me to return to New Zealand and re-enter the action here. The document there referred to is this: "I, the undersigned Joshua Jones, hereby undertake, pursuant to the order in this action, dated the 10th day of August, 1906, to lodge no further caveat with the District Land Registrar in New Zealand in respect of the title to the Mokau property, the subject of this action. Dated this 16th day of November, 1906.—JOSHUA JONES." It is held that my entering the action here was a violation of that document. The Court here would not allow me to enter an action to prove that I was compelled to violate the agreement, but it is now thrown up against me. I informed Flower, the solicitor to the executors—this is not the Flower that died, but a young fellow, who was, however, still the solicitor—of my intentions, and left London on the 28th December, 1907, arriving at Mokau towards the end of February, 1908. The English action I allowed to lapse, and it became struck out, with costs. In March I consulted my solicitor respecting the action to be commenced here, and on the 2nd April I lodged caveat against dealing with the property. It appears that after the purchase by the executors in August, 1907, a person named Orr, in the office of Travers, Campbell—I am quoting from the evidence given by Herrman Lewis before the Legislative Council Committee in 1908—knowing Lewis, put him on to this property. To use Lewis's words, he "was the only man that could be found to even look at it." Mr. Treadwell had warned Lewis in writing, about January, 1908, against dealing with the property, and of the order of the English Court, and upon my arrival from England I also warned Lewis. However, on the 12th June, 1908, Travers, Campbell—no doubt Orr—went through the form of sale to Lewis at £14,000, but took a mortgage back for the same amount of £14,000, no money having passed hands. Lewis informed me that this was done by Orr with the view of facilitating some intended sale, but the transaction was not binding. After this I was served with a notice to show cause why I should not be ordered to remove the caveat, and on the 20th July, 1908, the Court of five Judges—Sir Robert Stout presiding—ordered the removal of the caveat, refused me the right to try the action for redemption which the English Court held I was entitled to try, and refused me leave to appeal to the Privy Council, even if I brought the amount of the mortgage-money—£14,000—into Court. On the 23rd July the transactions of sale and mortgage of the 12th June became registered, but no considerations were paid at all. The documents are in Orr's handwriting. Lewis informed me about this time that, knowing there would be trouble about the title, he had bespoken the services of Findlay and Dalziell specially for the case, in the belief that Findlay could square anything wrong in the title; but the services of that firm, it appears, were not required until early in August. There is a memorandum on this subject by me written about the time upon a document I sent to my solicitor, Mr. Treadwell. Here it is, dated the 7th November, 1908: "Mr. Lewis informed me that he and his friends had engaged this firm of solicitors specially for the case. Doubtless he thought the game would be worth the candle." Lewis apparently made a good hit, inasmuch as he never would have got a title except for an Order in Council assented to, illegally and improperly, I maintain, by the Cabinet on the 5th December, 1910, and carried into effect by Mr. Carroll on the 15th March, 1911, when the Governor's signature was appended. After the judgment of the full Court I approached the Prime Minister, Sir Joseph Ward, through Mr. Jennings, M.P. This was in August, 1908. Mr. Jennings represented that it was a very hard case, and the Premier said he knew it to be so. Sir Joseph said that the Government could not well interfere with a decision of the Court, but he suggested that I should petition Parliament and get some recommendation from a Committee, upon which he could ask Parliament to find a way to grant relief. A question by Mr. Jennings and the Premier's reply are to be found in *Hansard* for 1908, page 391. Sir Joseph assured me that he was very sorry, but that what a Committee would recommend in my favour he would do his utmost to carry out. Dr. Findlay, in the Council, in reply to a notice of motion by the Hon. Mr. McCardle, while admitting that it was open to me to petition Parliament (see *Hansard* for 1908, pages 279–80), contended, *inter alia*, that it was an exceedingly unwise precedent for Parliament to step in in the way suggested and interfere after the highest Court in the country had decided the legal rights of the parties, &c. He wished honourable members to share with him the view that they should not encourage this kind of recourse to Parliament. He, however, went so far as to admit that where rights had been defeated in some wholly unexpected or unfair way they had some precedent for such recourse. Now, gentlemen, this is exactly my case out of the mouth of the Minister for Justice himself. But he wound up that it was unconstitutional to come to Parliament and ask it to interfere in such a case as this. For that reason he thought Mr. McCardle's motion should not be passed. Now, will it be believed that when Dr. Findlay made this speech his business firm were the solicitors for Herrman Lewis in this Mokau

transaction? At a later date—*Hansard* for 1910, page 597—Dr. Findlay professes to know nothing of the case or the business that goes on in his firm's office; that he has no interest, direct or indirect, in what transpires there; yet he was a co-mortgagee of the property at the time, and if we turn back to what he said in reply to Mr. McCardle in 1908 it is clear that he knew all about it. He says, "It would take the Hon. Mr. McCardle himself, or any one else, more than a whole afternoon to even outline the history of this matter, and if it were outlined it would then be seen that Mr. Jones's claim was not as clear and plain as the Hon. Mr. McCardle thought it to be. Personally he was opposed to Parliament interfering in cases of this kind." It will be noted that in his speech here, and in 1910, amounting to some four or five columns, he is purely the advocate, virtually, in breach of the Standing Orders, of his firm's client, Herrman Lewis; and not only this, but in defiance of his chief, who, as doubtless he was well aware, had recommended me to appeal to Parliament. A petition had been presented by me to the Council—the House being too pressed with work—praying for inquiry. The Committee were, I was informed, unanimous in recommending the Government to set up inquiry by Royal Commission or other competent tribunal, and in the meantime to at once take steps to protect the property from further dealings. This passed the Council without discussion. On the 7th October, 1908—the day the Committee reported—I instructed Mr. Treadwell to see the Attorney-General and get him to set up the inquiry at once. I should say that the Committee would have completed the inquiry, but Parliament was about separating for the general elections—so they told me. Mr. Treadwell saw Dr. Findlay and informed me that he had refused the inquiry for the reason that other Commissions that had been set up had not reported as the Government expected, and this one, if appointed, might act likewise. He did not say a word about the Meikle case, as stated by Dalziell, at their interview. But he put forward terms on behalf of Herrman Lewis—very onerous terms—and told him to go to Dalziell and get the terms put into proper form on paper, and both were to go and see him (Dr. Findlay) when this was done. This took three or four days, and when it was done I know that Mr. Treadwell and Mr. Dalziell went to see Dr. Findlay together. I saw them going. This is my version of how the matter came off, and not as Dalziell put it in his evidence. It took me by surprise when Mr. Treadwell returned to me on the 7th, after seeing Dr. Findlay, and stated that the firm of Findlay and Dalziell were the solicitors for Herrman Lewis in the business, and so was Mr. Treadwell surprised. But it came back to my memory that Lewis had informed me that he had engaged this firm beforehand for this special case in the belief that Dr. Findlay could create a good title. To go back to the inquiry before the Council Committee in September, 1908: Lewis gave evidence. In reply to the Chariman (Mr. Jenkinson), he said that he had paid no money on the purchase for the reason that he had no good title; that he or some one else would pay when he did get a title. This evidence is not now in the depositions, although I was careful to note the shorthand-writer take it down at the time. Mr. Stowe informed me a few months ago that he could not account for this. He had made inquiries and found that it was a shorthand-writer in the Mines Department who took the evidence, but the note-book was not now available. I was not surprised at this. Dr. Findlay could not and did not set up the inquiry. I am satisfied, however, that if he had brought the matter before Cabinet the inquiry would have taken place. I base this reliance on the assurance of Sir Joseph Ward a few weeks previously. I think Mr. Treadwell did not like to go behind Dr. Findlay to Sir Joseph to press for the inquiry. The terms were so onerous and in any case uncertain that nothing came of them. I also maintained that, according to the English Court order, I ought to be able to recover the property. About the beginning of November, 1908, I met the Hon. Mr. Rigg, who had presented my petition, and showed him the terms that Dr. Findlay had demanded from Mr. Treadwell. He went with me upstairs and asked Mr. Treadwell if these were really the terms demanded by Dr. Findlay or his firm. Mr. Treadwell replied, Yes, they were. Mr. Rigg was astonished, and wrote to the Premier on the subject. On the 5th November Mr. Dalziell called on Mr. Treadwell and informed him that, as Mr. Rigg had written to the Premier, the Attorney-General had decided to send the matter to the Stout Commission—as Mr. Treadwell understood, to my damage. On the 6th Mr. Treadwell informed me of this, and on the 7th I wrote him a letter on the subject, which letter I produced before the Committee of 1910, and asked the Chairman to have it printed with the other documents; but he carefully omitted to do so, as he did with respect to another important paper. I now produce a copy of this letter, and will put it in. I am satisfied, notwithstanding the date, &c., that Dalziell affixes to some letter or other, that the Stout-Palmer inquiry was the outcome of the threat that Mr. Dalziell conveyed from Dr. Findlay to Mr. Treadwell. The Stout-Ngata Commission had completed its work and became disbanded, and a new Commission was issued to Sir Robert Stout and Mr. Jackson Palmer on the 23rd January, 1909, who reported on the 4th March. The Mokau case was the only one inquired into by this Commission, with a few makeweight cases of Registrar's duty to give a colour of legitimacy to the Commission, which I maintain had no authority to inquire into these lands for any purpose whatever, they being, for all purposes, under the jurisdiction of the Native Land and Supreme Courts. Even Mr. Dalziell, Dr. Findlay's partner, has appeared before this Committee and stated the belief that the Commission had no legal standing to inquire into the Mokau case; and Sir J. Carroll, with Mr. Herries, quotes other opinions that this Stout-Palmer Commission had no legal authority in the premises. The so-called inquiry was held unknown to me. I did not know of it until some weeks after it was over, when I at once wrote to Sir Joseph Ward remonstrating, but got no satisfaction. It surely must be a matter of great pride to the Chief Justice, the Native Land Court Chief Judge, and the Minister of Justice of the Dominion to prompt these Natives to repudiate an agreement made with one who had befriended their ancestors and never got a penny out of them—to prompt them to repudiate the agreement; for pecuniary gain to some persons. It has been proved before this Commission that some £56,000 was netted before an acre has been sold, and according to Lewis, who never put a penny into the

property—he had not it to put in—some £71,000 passed through Findlay and Dalziell's hands. Another feature of the case comes in here. Dr. Findlay denies blankly that he ever blocked the inquiry recommended by the Legislative Council Committee of 1908 (*Hansard* for 1910, page 598, and Report of the A to L Petitions Committee for 1910, page 16), whereas Mr. Treadwell's letter of the 29th October, 1908, written immediately after the Committee reported and the refusal by Dr. Findlay, states (A to L Committee's Report, page 19), "The writer several times saw the Attorney-General with reference to the matter, and a perfectly plain intimation was given to him by Dr. Findlay that the Government would not appoint a Commission to deal with or investigate the petition." If Mr. Treadwell is to be believed, here is clear evidence that Dr. Findlay blocked the inquiry. At this time Mr. Treadwell had no reason for stating what was not true. In another place (*Hansard*, 1910, page 598), and in London *Truth* (7th June, 1911, page 1191—letter of Paines and Co.), Dr. Findlay states that he supported the motion for setting up the Commission, but the Solicitor-General advised that no Commission could be set up in the face of the Ohinemuri decision. Now, my contention is that Dr. Findlay refused the inquiry on the 7th October, 1908, and the Ohinemuri decision had not been given until May, 1909. But this decision had no bearing on the Mokau case. The law was the same when the Commission of 1888 sat on this case as in May, 1909. Irrespective of all this, however, if the Government had desired to have an open inquiry, the Premier could have obtained power, if necessary, as was pointed out in the House by honourable members on the 15th November, 1910. These points are only quoted to show that it was after an offer had reached me from London by cable in April, 1910—an offer to purchase the property—that Dr. Findlay voted for the inquiry, if he did at all—when the Government knew of the offer, when Sir Joseph Ward and the Hon. Mr. Carroll agreed with me respecting the purchase, as I stated before the Committee some weeks ago; and I believe that Dr. Findlay was the stumbling-block to the deal being carried out. It is very remarkable that the cable arrived in Wellington on the 11th April, 1910, and the Government (Sir Joseph Ward) knew of it on the 22nd and agreed to purchase, and Mr. Carroll a few days later. If you will refer to the Land Transfer Register which is before you you will note that the mortgages of Findlay and Dalziell and T. G. Macarthy were effected on the 2nd May. This may have been a coincidence, but I am inclined to the belief that it was the act of Dr. Findlay, consequent upon the London cable offering to purchase, to rush the mortgages of his firm and T. G. Macarthy. It was doubtless worked by Orr. I believe it was to block the Government purchase that he (Finday) voted for the Royal Commission, which would create delay, and enable the deal to be effected by Dr. Findlay's side, as has been done. You will note from the papers of the 13th May that a Commission to inquire into Mokau lands had been decided on, and the negotiations by Dr. Findlay's client (Lewis) were in operation then. I think I have just cause of complaint as to the treatment I received over the Order in Council affair. The A to L Committee recommended that in any mutual understanding regarding the dealings with these lands my claims to equitable consideration should be clearly defined, thus showing that the Committee considered I had claims. Well, the mutual understanding must have been arrived at when it was decided to issue the Order in Council. I had written to the Native Minister and to the President of the Maori Land Board in 1910, and to the Hon. Mr. Carroll as recently as the 11th March, 1911, requesting information of any intended dealings with these lands, and pointing out that no *Gazette* or official papers ever reached me or my neighbourhood; but no reply came. On the 11th March, 1911, I wrote, and registered on the 15th, at Awakino, a letter to the President of the Maori Land Board, which he should have received on the 17th. I did not receive a reply until after the whole transaction had been completed, when I received a letter from Mr. Bowler, dated the 25th, stating that the business had been completed on the previous day. This looked to me to be a trick. When Parliament closed on the 3rd December I endeavoured to see the Prime Minister, but without success. On the 8th, however, as he was leaving for Rotorua, he shook hands with me, expressed regret that he had not been able to see me, and requested that I should come and see him on his return from Rotorua, and he would certainly fix me up; but he never mentioned that he had, with Dr. Findlay and Mr. Carroll, agreed on the 5th that the Order in Council should be issued. On his return I came to Wellington, but could not see him. He made appointments, but did not keep them. On the 25th January, 1911, I informed his secretary that I could not understand such treatment. He went in to the Premier, and returned saying that the Premier would see me. I saw the Premier, and put a letter of that date in his hands, informing him, among other things, that I would prefer he would not make appointments unless he kept them. He informed me that he could not buy the freehold as he had undertaken to do and deal with me as per Mr. Treadwell's letter of 22nd June (Mr. Treadwell had informed me that he had refused to do so because I had spoken to an Opposition member who had brought the matter before the House); neither could he set up an inquiry as recommended by the Committee of 1908, because the Solicitor-General had advised him that he could not legally do either. I expressed the belief that the Solicitor-General had advised him wrongly and in the interests of Dr. Findlay, to whom he owed his appointment, and I requested Sir Joseph to obtain independent opinion on both points from counsel outside the Government. He replied that he would not do so—that he would only act on Mr. Salmond's advice. He did not inform me that he had assented to the Order in Council. In February Mr. Okey wrote to Sir Joseph urging him, for the credit of the Dominion, both here and in England, to settle this matter. The reply received by Mr. Okey was signed by the private secretary, Mr. Grocott; it was dated the 6th March—three days after the Premier and Dr. Findlay had left the Dominion—and stated that the Premier had sent the matter to the Acting-Premier to deal with. A strange part of the matter is that Mr. Okey did not receive the letter until the 17th, although he ought to have received it on the 7th. He received it two days *after* the Governor had signed the Order in Council. I am of the belief that there was some trickery about these letters. The Order in Council appears to have been

studiously kept from Mr. Okey and myself. Had Mr. Okey received his letter on the 7th there would have been time for me to move the Governor to withhold his signature from the Order in Council until Parliament had considered the matter. Mr. Okey should be asked to produce this letter. He marked the date of receipt on it. Had I known in time before the 22nd March that the Order had been issued and was being made use of, I might have taken some action to prevent the deal being carried out. I was much in Wellington after the Order was sanctioned, but Mr. Carroll never said a word to me about it. I have no doubt that the whole thing was a plot. It is all very well for the Native Minister and another honourable gentleman to say in this room that lawyers and others have stated the report of the Stout-Palmer Commission to be of no value. It has been of value for evil. I have maintained all along that it was a very unrighteous production. It is on record that on the 25th October, 1909, accompanied by two members of Parliament, I requested the Premier to remove this document from the table of the House and set up an impartial open inquiry. I did not mean an inquiry by the Attorney-General's ex-partner. The Premier raised some doubt about the power to remove the report of a Royal Commission from the table, but said he would inquire. I knew otherwise, and pointed out to the Premier that the responsibility lay in allowing the paper to go on the table. I did not believe there was any such difficulty. So I laid the matter before Mr. Speaker, who replied that there were precedents for such removal, and that the Premier had only to ask leave of the Chair for removal of the paper. I do not believe the Premier took any steps in the matter, and this scandalous production is bound up in the blue-books as a mark against myself and my children. I have never been able to get this open inquiry. Why? I ask. It cannot surely be on the ground of economy. These Parliamentary Commissions cost far more than open inquiry. Although the Press are admitted at this Committee, the people of the Dominion will never realize what has been done while I am limited to the scope of what is required to be said here—not to what I wish and have a right to say. Parliament was deluded last session into placing in a Bill two sections originated by the Attorney-General in the Council for the suggested protection of the Premier against a certain pamphlet, the contents of which everybody knew all about. It never dawned upon Parliament that there was a Native-land transaction in which the author of the sections was interested that required to be hushed up.

7. *Mr. Greenslade.*] I do not think this is fair. Have you evidence of that, Mr. Jones?—Parliament passed these two clauses of the Bill under the impression that it was to subdue the Black pamphlet.

8. It is not fair to bring that in before this Committee. It has nothing to do with the case, as far as I can see?—My object is to show that Dr. Findlay wanted to conceal this transaction. He has a mortgage over this property.

Hon. Mr. Ngata: Mr. Jones is repeating a good deal of what he said before the A to L Committee.

Mr. Greenslade: It does not help you at all, Mr. Jones.

Witness: My object was to show the reason for their so treating me. I have never heard of a man in these colonies being treated in the way I have been. If you like I will strike that reference out.

The Chairman: Go right on, Mr. Jones.

Witness: If the Committee orders it to be erased I will not object.

The Chairman: I will ask the Committee to permit all that has been said to be taken down.

Witness: Very well. Dr. Findlay maintained that he had no interest, direct or indirect, in this matter or in the business of Findlay and Dalziell; yet he was a co-mortgagee on the Register over portion of this property, and draws an income annually from the business of his firm. The Committee has only to look at the large sums that have passed through the firm's books over this Mokau business to judge what interest he has. The Chairman intimated that the Stout-Palmer report had been "ruled out" as having no bearing on this case; yet all that has been done has been based on that report. I ask the Committee, for my sake, to rule it in again. That report is the only authority for claiming the leases to have been improperly obtained, and, for other reasons, void or voidable. No Court of law has said so; and the Court that said that I had no interest—contrary, remember, to what the English Court ruled—refused me the right to try the action or leave to appeal to the Privy Council. The English Court had the New Zealand law before it, and I was represented by a New Zealand barrister. Coming back to the Order in Council, when that was obtained the Government could have protected me by withholding it until the other side had arranged with me, or the Government could have proclaimed the land as Crown property. Even at this stage there is a way of redressing me without injustice to any one, but it would be useless, I consider, to suggest any remedy to a Government where at least one of its members is interested. The Government actually played into Lewis's hands by holding over the Order in Council from the 5th December until the 15th March to enable Lewis to hawk round for the money. Respecting the item £25,000 paid to Macarthy, this was only a medium of Flower's executors—Travers, Campbell—defrauding me. They are doubtless in the swim. Macarthy had ample security for Lewis's debt to him without Mokau, and the Land Transfer Register of February-March, 1911, shows that these securities were transferred to the Hawke's Bay men. That was what the £25,000 was for. The only £25,000 that was paid was to the Native owners. The £25,000 that has been spoken of so much as having been paid to Macarthy by Findlay's firm, they got value for it. The Chairman went so far, the day before yesterday, as to say that with respect to the Stout-Palmer Commission I might have a little indulgence. Now, all I ask upon this head is that you will be kind enough to listen to me about the terms, and these are very important. But before I go on to that there is a point I wish to mention. The question arose the other day about the survey, and I spoke to Sir James Carroll and Mr. Herries. I said there was an understanding betwixt myself and the Government that the Government should pay for the survey. In

Hansard for 1888, page 529—I have it here—Sir Frederick Whitaker laid it down—this was on the last day of the session of 1888—that the Government had agreed and undertaken to do the survey free of cost. But here is another point—I drew the attention of Sir Frederick Whitaker to it: my title was then interrupted by Chief Judge Macdonald of the Native Land Court. He was an upright man, but he made a mistake. Sir Frederick Whitaker said that Judge Macdonald was wrong. Judge Macdonald, in a telegram dated the 1st July, 1887, said that "Signatures to Jones's lease after 1st day of January last would be illegal." Well, this came down from the year 1215. Here is the mistake made by Judge Macdonald: Sir Robert Stout and Mr. Jackson Palmer have said a lot about the statutes—that I did this and I did that outside of this statute and that statute; but it is a very simple rule of law that where an Act of Parliament has dealt with one particular case, making arrangements with regard to it, any law subsequently passed in general terms does not repeal that Act unless it is specially repealed by the general Act. Therefore there was a misapprehension in the mind of Judge Macdonald. The provision I refer to of 1215 was not an Act of Parliament, but is signed "JOHN, Rex." Now, as I have been slandered so much, I am sure you will wish to hear from me concerning the statements that the terms were inadequate, and that I obtained the leases fraudulently, and all that rubbish talked by Sir Robert Stout. It is a very improper thing that he should have been allowed to say so in my absence. When I began the negotiations for the leases a Land Court had never sat in the King-country. Here is clear evidence of it—the Restriction Act, covering about fourteen million acres. There was a block of land at Mokau of 40,000 acres. The Mokau Township is not built on it. It had been purchased by Judge Rogan before the Waitara War; but the Government could not touch it. It was paid for, and he purchased the freehold at 3d. an acre. [Map produced showing land.] When this land of mine went through the Court there had not been any negotiations in the King-country at all. This was the very first Native Land Court that went there. It was in June, 1882. The land went through the Court on a sketch-plan. There had been no survey, but you could not go wrong. There was a river on both sides, the sea at the front, and a line drawn due north and south at the back. Now, Sir Robert Stout, speaking of the lease of 1F, says, "There does not seem to have been any agreement in writing made with the Natives and Joshua Jones for the lease, except for the purpose described in the lease of 1882." Now, this 1F is exactly half the block, as nearly as can be, as it contains some 28,500 acres. Before I go further I will ask the Committee to remember that when this land passed through the Court on a sketch-plan there were no lands reserved in the block, except two small burial-grounds. The Natives did not want reserves. I have the map here.

9. *Mr. Greenslade.*] Is Mr. Jones going to put these plans in?—They are in the Stout-Palmer report, of which I have a copy here. As I say, Sir Robert Stout says, "There does not seem to have been any agreement in writing with Mr Jones and the Natives." His object in saying that was to show that these pieces at the back—1G, 1J, and 1H—were invalidly acquired. But the Government Proclamation takes in the whole lot—the Proclamation that he says he knows nothing at all about. Here it is: "may, by notice in the *Gazette*, declare that a parcel of land bounded on the north by the Mokau River, on the south by the Mohakatino River, on the west by the sea, and on the eastward by a line drawn from the mineral spring at Totoro, on the Mokau River, due south to the Mohakatino River, shall be and be deemed to have been excluded from the schedule to the Native Lands Alienation Restriction Act, 1884." That meant the whole of the blocks, because this land [indicated on plan] had been accidentally included in the Restriction Act.

10. How had it been accidentally included?—Parliament shut up the whole of the King-country by a special Act. As Sir Frederick Whitaker said, it was intended to shut up the whole of the King-country with one exception. That exception was my land, but it was accidentally included. The Government, however, rectified the mistake. Now, this Proclamation—I have it here—is signed "J. Ballance." Mr. Ballance was the Native Minister of the day. It was his place to sign it. Mr. Ballance was up in Wanganui at the time, and I was ushered into the presence of another gentleman, who now professes ignorance of all of it. He went into it; he saw this plan; he saw the original lease of 1876; he had it all put in front of him, and knew the whole of the terms and conditions. "Oh, yes, Mr. Jones; that is all right; yes." Sir Robert Stout; he is the man who now knows nothing about it. He signed the document in the absence of Mr. Ballance. That is why I wanted you to understand that the Proclamation does not show the real position. It was Sir Robert Stout signed it for Mr. Ballance, although Mr. Ballance's signature was put to it. That, sir, is one of fifty things in this report which I asked the Prime Minister to remove from the table. That Proclamation, as I say, was signed by Sir Robert Stout himself, who now says there was no agreement; yet he had had the original lease in his hand. I produced it before the Legislative Council Committee of 1908. Now, what you will want to know is why the line limiting the lease should be drawn from Totoro down to Mangapohue. There was an old chief there, and he said, "There is a big rapid up there; the sea-water never goes over it." The old man was under the impression that the sea-water injured his eels, and he said, "If the pakeha removes that rapid"—there are two big seams of coal there—"I will lose all my eels. When you are ready you can go up to Totoro with your line." So the line was brought down there [indicated on map]. Consequently the boundary of the lease became altered to Mangapohue to suit the old man with his eels. The Natives who signed the lease here [indicated] had ownerships there [indicated]. Some did not sign, and Sir Robert Stout says that that makes the lease invalid. Nothing of the sort. A Judge was sent up afterwards and rectified and validated all this and made subdivisions. Judge O'Brien came and did everything straightforwardly, and there had never been any trouble about it, until it was created by this abortion. It has been necessary to make these explanations with respect to the leases and subdivisions, inasmuch as the Stout-Palmer report said so-and-so. Now, with respect to the conditions in the lease of 1F, I say that the flat rental was fixed at a low sum—£25—in consideration of all the expenses I had been put

to at the several meetings of the Natives with the Government in Taranaki and the Waikato, which were as much for their benefit as mine; and the expenses of the Land Court which sat at Waitara in 1882. Any one experienced in Native dealings in those days knows what a Land Court was. It was no small item. As to finding the capital to effect the surveys, the Government undertook in 1879 to do these without cost to the Natives or myself. I have Mr. Sheehan's letter to me of April, 1879, and Mr. Carrington's letter of 1885, and will put them in. Mr. Sheehan in his letter said that the Government would do all in their power to assist me to acquire this land and do the surveys, in consideration of my having opened up that country, while Mr. Carrington's note of 1885 is to the effect that if I opened up that country I deserved all the assistance the Government could give me. In addition to getting money from Adelaide, which I mentioned when I gave evidence before, there were some gentlemen in Auckland who chartered a steamer called the "Douglas" and came down to Mokau, and they were prepared to go into the venture. There is a gentleman here in Wellington named O'Sullivan, and he was one of the party. His father had money, and they were going to put money into it. But when they got down to Mokau they found that the Natives had been throwing the coal into the river, and there was a dispute about the fences and one thing and another, and consequently they did not go into the venture. But the great difficulty was with regard to the surveys. The Government stopped the surveys.

11. *Hon. Mr. Ngata.*] You brought all this before the Commission of 1888, did you not, and the Government introduced legislation upon the report of that Commission? You are quoting 1879 there, are you not?—Yes.

Hon. Mr. Ngata: You are going too far back for the Committee.

Witness: But here is the point: you have all acted upon the report of this Stout Commission.

Mr. Herries: No.

Witness: But I have been damned by it. The Order in Council has been issued on account of this report, which says that my leases are invalid and voidable. Sir Robert Stout says that I broke my terms with the Natives. I will show you that the Natives came to me afterwards, and we made terms that were approved by the Trust Commissioner. This Stout-Palmer report is held up in front of me as though I had been acting wrongly or improperly; and the Commission reported behind my back. I will just show you what terms were come to. After all this bother the head chief came to me, with Mr. Dalton, a licensed interpreter, in March, 1887, and said he was sorry that his people had thrown the coal into the river and broken the fences, but it would not occur again; and he wanted other terms in lieu of the company business. I proposed to him that in addition to the £25 for rental I should give him and his people £100—that is, £125—for the front lease for half of the term, and £250 for the last half of the term; and for the back half of the property, £100 for the first half of the term, and £200 for the next half; and I would pay all rates and taxes to be levied on both blocks. I have a document from Wetere to Trust Commissioner Wilson, who refused to pass the lease in the absence of a survey and approved plan; but the document was produced to Trust Commissioner Seth Smith, when he passed the lease of 1F. It will be seen that there was no misapprehension in the mind of either the Trust Commissioner or the Natives in the matter. Mr. Seth Smith stated that he would pass the deed of lease, and if the Natives chose to propose and accept another equivalent in payment, under the circumstances of the past, as they appeared to be doing, there was no violation to justify a penalty, and the lease would hold good. With regard to the other leases (excepting E, which was not dealt with), there were no conditions beyond payment of rent, rates, and taxes. Judge O'Brien understood the position entirely when he made the partitions and as Trust Commissioner certified to many of the alienations. That the Natives understood the matter may be safely inferred by the agreement betwixt myself and Wetere te Rerenga, dated January, 1887. In those days, of course, Wetere would have his men round him, and would generally speak for them, as was the custom. I submit that the rental at the time, considering what I had expended and the time I had wasted previously without any return whatever in connection with this transaction—as was necessary in those days, and doubly so in this case—was considered by all parties having knowledge of the circumstances to be a very fair one. It was well known that the country had been tabooed for years, and on one else would go in there. If there is any question the Committee wish to ask me, I shall be only too glad to answer it. I want to make it as clear as I can that there has been no improper conduct on my part. As for Sir Robert Stout, I shall deal with him: he can take that from me. I have here the report of the Commission of 1888. They say, "Considering the exceptional nature and circumstances of the case, the said Joshua Jones is, in our opinion, entitled to any assistance which the Legislature can accord, having regard to the just rights and interests of the Natives. Nor has there been any such dilatoriness on the part of the said Joshua Jones in prosecuting his negotiations as to disentitle him, and those claiming through him, to such assistance. But on account of the difficulty of the case, we consider that any suggestion as to the specific form which such assistance should take must proceed from Mr. Jones himself or his legal advisers. . . . The said Joshua Jones has undoubtedly sustained serious loss and injury through inability to make good his title, but we are unable to form any pecuniary estimate thereof." I did not ask for compensation or anything. [Witness handed in several documents referred to in his evidence.] Before I go, Mr. Chairman, if there is anything objectionable that I have said which you think is going to do any harm to anybody, strike it out.

THURSDAY, 12TH OCTOBER, 1911.

WILLIAM FERGUSON MASSEY, M.P., recalled. (No. 25.)

The Chairman: The Committee have decided, Mr. Massey, in connection with a paragraph that has been placed before the Committee by Sir James Carroll, that you should be asked to give any evidence regarding it, or to say whether the statement is correct. Sir James Carroll has the paragraph before him.

1. *Hon. Sir J. Carroll.*] I have asked the Committee, before we complete the Mokau case, to allow me to ask you one question, which you can answer or not as you like, but I think it only fair, so far as the Government is concerned, that you should be asked it. It is with regard to a statement you made when dealing with the Mokau case in your address at Levin, giving a special significance to the creation of a clause which was inserted in the Native Land Act. This is what you are reported to have said: "What has been sold was the right to exploit settlers, and was done by virtue of a wretched little provision which had been slipped into the Land Act to permit the issue of an Order in Council." Of course, that directly charges the Government with having specially designed a clause in connection with the Mokau Block. That is the question I now put to you?—I did not say so. You will probably recollect, I think, that when the head of the Department was being examined I asked the question, "Was the clause inserted to meet this case?" and his reply was in the negative. I think it was the head of the Department I asked. Anyway, I asked the question while the evidence was being taken.

2. I thought it only right to all concerned that you should be asked this question, because you yourself see there is a direct accusation of the Government?—Oh, no. I got my answer when the evidence was being taken, and I did not want to leave that impression. At the same time, I think it is a power that should not be there in that form.

3. That is a different thing: that is your opinion?—Yes, that is my opinion. Probably when the Bill was going through Committee I would not have noticed it, because, as you know, we are in the habit of leaving Bills dealing with Native matters to the Native Affairs Committee. Unfortunately, I was away most of the time while this Bill was being dealt with. It was not noticed in the Upper House either.

APPENDIX.

LIST OF EXHIBITS.

No.

1. Letter, Stafford and Treadwell to Right Hon. Sir Joseph Ward, dated 22nd June, 1910.
2. Letter, Joshua Jones to President, Waikato-Maniapoto Land Board, dated 11th March, 1911; and reply dated 25th March, 1911.
3. Letter, Stafford and Treadwell to Joshua Jones (29th October, 1908).
4. Cable, John Carr and Allison Smith to Joshua Jones (10th April, 1910).
5. Newspaper cutting, judgment of Mr. Justice Parker in Jones *v.* Flowers Executors (1st November, 1910).
6. Extracts from reports *re* limestone, chalk, sand, and petroleum.
7. Copy of report of A to L Committee *re* petition of Joshua Jones and evidence given. (Appendix, 1910. I.–1A.)
8. Copy of Journals and Appendix of Legislative Council showing report (on page 141) of Committee *re* petition of Joshua Jones (7th October, 1908).
9. Letter to Bell, Gully, Bell, and Myers from Te Oro Watihi and Tatana te Awaroa (29th January, 1911).
10. Letter, Bell, Gully, Bell, and Myers to President, Waikato-Maniapoto Maori Land Board (13th January, 1911).
11. Letter, E. H. Hardy to H. D. Bell (22nd July, 1911).
12. Telegram, Hardy to Bell (20th February, 1911).
13. Opinion of H. D. Bell.
14. Applications by Chapman, Skerrett, Wylie, and Tripp to Waikato-Maniapoto Maori Land Board (19th December, 1910).
15. Letter, T. W. Fisher to President, Waikato-Maniapoto Maori Land Board (20th December, 1910).
16. Minutes of first meeting of assembled owners (6th January, 1911).
17. Minutes of second meeting of assembled owners (10th March, 1911).
18. Minutes of third meeting of assembled owners (22nd March, 1911).
19. Agreement *re* deduction of 10 per cent. from purchase-money.
20. Minutes of Natives' meetings *re* costs, &c.
21, 22. Same as Exhibit No. 2.
23. Telegram, T. W. Fisher to Bowler (28th March, 1911).
24. Telegram, T. W. Fisher to Bowler (24th March, 1911).
25. Letter, President, Waikato-Maniapoto Land Board, to Under-Secretary, Native Department (14th January, 1911).
26. List of proxies.
27. Certified copies of two meetings of Waikato-Maniapoto Maori Land Board.
28. Letter, T. W. Fisher to President, Waikato-Maniapoto Land Board (26th April, 1911).
29. Agreements between Waikato-Maniapoto Maori Land Board and Herrman Lewis.
30. Date on which Herrman Lewis paid purchase-money.
31. H. D. Bell's account.
32. Telegrams (twelve), Hardy to Bell, Bell to Hardy, Hardy to Tuiti Macdonald (6th, 7th, and 8th March, 1911).
33. Memorandum of agreement between Thomas Mason Chambers (of the one part), J. A. Fraser (second part), and J. M. Johnston and David White (third part).
34. T. M. Chambers's account with Mokau Coal and Estates Company (Limited), dated 13th June, 1911.
35. Memorandum of association of the Mokau Coal and Estates Company (Limited).
36. List of shareholders in the Mokau Coal and Estates Company (Limited).
37. Copies of transfers, mortgages, and caveat, forwarded by Assistant Land Registrar, New Plymouth.
38. Copy of registers, forwarded by Assistant Land Registrar, New Plymouth.
39. List of names of owners of Mokau-Mohakatino Blocks.
40. Letter, P. S. McLean to F. G. Dalziell (22nd September, 1908).
41. Letter, F. G. Dalziell to Native Minister (25th September, 1908).
42. Letter, Findlay, Dalziell, and Co. to Travers, Campbell, and Peacock (17th December, 1908).
43. Letter, Findlay, Dalziell, and Co. to Carlile, McLean, and Wood (14th July, 1909).
44. Letter, Stafford and Treadwell to F. G. Dalziell (18th December, 1909).
45. Letter, F. G. Dalziell to the Right Hon. Sir Joseph Ward (25th January, 1910).
46. Letter, Findlay, Dalziell, and Co. to Travers, Campbell, and Peacock (1st February, 1910).
47. Letter, F. G. Dalziell to P. S. McLean (21st June, 1910).
48. Letter, F. G. Dalziell to Right Hon. Sir Joseph Ward (29th July, 1910).
49. Telegrams (thirteen), Dalziell to Bowler, Bowler to Dalziell, Dalziell to Grace, and Grace to Dalziell.
50. Declaration of trust and indemnity—W. H. Bowler, first part; Herrman Lewis, second part; the Mokau Coal and Estates Company (Limited), third part.
51. Letter, H. D. Bell to A. W. Blair (15th September, 1911).
52. Letter, A. W. Blair to H. D. Bell (15th September, 1911).
53. Letter, W. C. Kensington to Minister of Lands (10th July, 1907).
54. Extract from *Hansard* (17th July, 1907).
55. Letter, Minister of Lands to W. T. Jennings, M.P. (10th August, 1907).
56. Letter, H. Kemp-Welch to Minister of Lands (22nd August, 1907).

No.
57. Letter, Minister of Lands to H. Kemp-Welch (23rd August, 1907).
58. Letter, Minister of Lands to H. Kemp-Welch (3rd September, 1907).
59. Letter, H. Kemp-Welch to Minister of Lands (3rd September, 1907).
60. Letter, Minister of Lands to H. Kemp-Welch (3rd September, 1907).
61. Letter, A. R. Hislop to Right Hon. Sir J. G. Ward (14th May, 1908).
62. Letter, Right Hon. Sir J. G. Ward to A. R. Hislop (about 3rd June, 1908).
63. Letter, H. Okey to Right Hon. Sir J. G. Ward (3rd April, 1909).
64. Letter, Right Hon. Sir J. G. Ward to H. Okey, M.P. (16th April, 1909).
65. Letter, Minister of Lands to H. Okey (5th May, 1909).
66. Letter, Cabinet minute (28th January, 1910).
67. Letter, W. C. Kensington to Commissioner of Crown Lands, New Plymouth (29th January, 1910).
68. Letter, W. C. Kensington to Commissioner of Crown Lands, New Plymouth (7th February, 1910).
69. Letter, Commissioner of Crown Lands, New Plymouth, to Under-Secretary for Lands (12th May, 1910).
70. Report, E. Tolme, Crown Lands Ranger, to Commissioner of Crown Lands, New Plymouth (7th March, 1910).
71. Report, H. T. Twiss, Crown Lands Ranger, to Commissioner of Crown Lands, New Plymouth (8th March, 1910).
72. Plan of Clifton County.
73. Plan of Clifton County.
74. Plan of Clifton County.
75. Letter, W. C. Kensington to Minister of Lands (23rd March, 1910).
76. Particulars of values, signed by W. C. Kensington (23rd March, 1910).
77. Cabinet minute (28th March, 1910).
78. Letter, W. C. Kensington to Solicitor-General (4th April, 1910).
79. Memo. as to legislative powers, signed "W. C. Kensington."
80. Letter, Solicitor-General to Under-Secretary for Lands (5th April, 1910).
81. Letter, W. C. Kensington to Prime Minister (7th April, 1910).
82. Letter, Prime Minister to Attorney-General (13th May, 1910).
83. Letter, Solicitor-General to Prime Minister (4th June, 1910).
84. Letter, H. Okey to Prime Minister (5th July, 1910).
85. Letter, W. C. Kensington to Minister of Lands (29th July, 1910).
86. Letter, Minister of Lands to H. J. H. Okey, M.P. (5th September, 1910).
87. Letter, W. H. Skinner to Under-Secretary for Lands (24th August, 1911).
88. Letter, H. M. Skeet to Under-Secretary for Lands (25th August, 1911).
89. Plan of Mokau-Mohakatino and surrounding blocks.
90. Plan of Clifton County.
91. Letter, H. M. Skeet to Under-Secretary for Lands (August, 1911).
92. Particulars of survey liens from Department of Lands (6th September, 1911).
93. Letter enclosing lithograph, Under-Secretary for Lands to Chairman, Native Affairs Committee (21st September, 1911).
93A. Plan of railway routes.
94. Letter, Under-Secretary Native Department to Native Minister (7th April, 1911).
95. Same as Exhibit No. 28.
96. Letter, Under-Secretary Native Department to Native Minister (27th April, 1911).
97. Letter, Under-Secretary for Lands to Chairman, Native Affairs Committee (22nd September, 1911).
98. Letter, Under-Secretary for Lands to Chairman, Native Affairs Committee (26th September, 1911).
99. Letter, Chairman Native Affairs Committee to Joshua Jones (18th August, 1911).
100. Letter, Joshua Jones to Chairman, Native Affairs Committee (21st August, 1911).
101. Letter, Joshua Jones to Chairman, Native Affairs Committee (26th August, 1911).
102. Letter, Clerk, Native Affairs Committee, to Joshua Jones (28th August, 1911).
103. Letter, Joshua Jones to Native Affairs Committee (29th August, 1911).
104. Letter, Joshua Jones to Native Affairs Committee (9th September, 1911).
105. Letter, Chairman, Native Affairs Committee, to Joshua Jones (12th September, 1911).
106. Letter, Joshua Jones to Speaker, House of Representatives (19th September, 1911).
107. Letter, John Sheehan to Joshua Jones (29th April, 1879).
108. Letter, Fred. A. Carrington to Chairman, Public Petitions A to L Committee (19th May, 1885).
109. Letter, Joshua Jones to Mr. Treadwell (7th November, 1908).

No. 1.

Wellington, N.Z., 22nd June, 1910.

DEAR SIR,— Re *Mokau*.

Referring to the interview which I had with you on the 2nd instant, and referring to your suggestion that I should put in writing my views with reference to the settlement of this matter, I have to say that some time before seeing you I had an interview with the Solicitor-General and he stated that he was of opinion—an opinion in which I must say I concur—that the present law did not authorize the appointment of a Commission to investigate the present position of this matter. I may say, however, that Mr. Jones entirely dissents from this view, and that I am only expressing my own opinion on the point.

It seems to me, however, that the better way to deal with the matter would be to adopt the course that I previously suggested to the Hon. Mr. Carroll and, I think, to yourself in connection with the matter. That course would be as follows:—

(1.) The Government to purchase the interests of the Natives. I understand that this can be done for about £15,000. That was the original amount suggested, and if a little more was required I do not see that that need stand in the way of a settlement.

(2.) That the Government should then take under the provisions of the Native Land Act the interests of the lessees compulsorily. This could be done under section 375, and the position then would be that the lessees and the mortgagees of the leases would then be in a position to claim whatever the values of the leases were in the Compensation Court.

(3.) That the Crown should make a grant to Mr. Jones of the minerals on and under the block, and give him an area of the surface, that area to be determined by the Crown.

It seems to me that in this way the whole of the difficulties in connection with the matter might be got rid of, and I do not doubt, if the Crown were to put the matter to Mr. Jones in something of the way that I suggest, that a reasonable enough arrangement could be made with him. There is no doubt, apart from all questions of sympathy whatever, that Mr. Jones is entitled to consideration at the hands of the Crown, and I understand from you and also from Mr. Carroll that you would be willing to do anything in reason to bring the matter to a head.

You will remember that I showed you, without disclosing the figures, communications from England which, if this arrangement had been carried out some two months ago, would have put Mr. Jones is an independent position and practically assured a settlement of this troublesome matter.

May I ask you to bring the matter again before Cabinet as you suggested, and see whether something cannot be done to bring the business to a close.

I have, &c.,
C. H. TREADWELL.

The Right Hon. Sir Joseph Ward, K.C.M.G., Wellington.

No. 2.

Awakino, 15th March, 1911.

RECEIVED a registered letter addressed to "The President, Tuwharetoa Maori Land Board, Te Kuiti," from J. Jones.
W. A. TUSE, Sub-Postmaster.

Mokau, Taranaki, 11th March, 1911.

SIR,— *Mokau-Mohakatino Block.*

On the 29th December, 1909, I wrote to the Honourable James Carroll with respect to certain parties endeavouring to obtain titles adverse to my interests in these lands, and he replied through the Under-Secretary, Mr. Fisher, advising that I should bring the matter to your notice, and on 17th January, 1910, I adopted this course, but you did not see fit to acknowledge my letter. I have heard indirectly that Mr. Fisher is a member of the Board. No *Gazette* or official intimation reaches me or this neighbourhood; I have, however, heard incidentally that some dealings are being attempted with these lands through the Board. This may or may not be correct, but I would remind you of the before-mentioned letter, and again state that no legally constituted Court of law, upon competent trial, has decided that my rights in this estate has become void. The Under-Secretary, Mr. Fisher, cannot but be aware that the Legislative Council Committee in 1908, and the Committee of the House of Representatives, 1910, both reported in effect that I had been defrauded with regard to the title to the lands, and recommended the Government to set up inquiry into the facts, which I have not yet obtained. Please take notice.

I have, &c.,
JOSHUA JONES.

To the President, Maniapoto-Tuwharetoa Maori Land Board, Te Kuiti.

Office of the Waikato-Maniapoto District Maori Land Board,
Auckland, 25th March, 1911.

DEAR SIR,— *Mokau-Mohakatino Nos. 1F, 1G, 1H, 1J.*

I have the honour to acknowledge the receipt of your letter of the 11th instant, which reached me on the 22nd idem.

Yesterday an application was made to the Board, then sitting, for confirmation of resolutions passed by the meetings of assembled owners held at Te Kuiti on the 22nd instant. The resolutions provided for the sale of all four blocks to Mr. H. Lewis for the sum of £25,000 in cash, besides £2,500 worth of shares in the Mokau Land and Coal-mining Company (Limited), to be formed. Mr. Dalziell appeared in support of the application and pointed out that any rights which you might have as against the present lessee would be in no way prejudiced by the present proceedings, which affected only the owners' reversionary interest. He was prepared to take confirmation on this understanding. The Board therefore decided to affirm the owners' resolution to sell, and it is proposed that the transfers will be executed as soon as the purchase-money has been paid and the shares delivered.

Yours faithfully,
W. H. BOWLER,
President.

Mr. Joshua Jones, Mokau, Taranaki.

No. 3.

Wellington, N.Z., 29th October, 1908.

DEAR SIR,— Re *Mokau Land Petition.*

With reference to your letter of the 24th instant addressed to us, we cannot say that it quite correctly states what the position is. It would be better for us therefore to detail the facts in so far as they appear to be material, so that you can understand the present position.

As you say, the Select Committee reported and the report was adopted by the Legislative Council, we believe without discussion or dissent. The writer several times saw the Attorney-General with reference to the matter, and a perfectly plain intimation was given to him by Dr. Findlay that the Government would not either appoint a Commission to deal with or investigate the allegations in the petition. The Government, of course, cannot prevent dealing with the land, but we had an intimation from Dr. Findlay before the end of the session that no legislation would be introduced.

Mr. Dalziell is acting for Mr. Herrman Lewis, and an agreement has been arrived at provisionally between the writer and him which your statement does not tally with. This agreement, of course, has not yet been completely approved by you, though we have understood from you from time to time that you will acquiesce in its terms. In order that you may quite appreciate what the position is we enclose a copy of the draft which we have to-day sent to Messrs. Findlay, Dalziell and Co. You will see that in some respects it does not accord with what you state in your letter. We cannot, of course, say that it has been conveyed to us either by Dr. Findlay or Mr. Dalziell that these terms will be approved by the Crown, nor apparently is it necessary that they should. The matter is more one of private arrangement between you and the other parties in dispute than for the Crown, but the Attorney-General certainly told the writer that he had submitted a memorandum prepared some little time ago of suggested terms of settlement which are little different from those embodied in the draft to the Honourable Mr. Carroll, and that Mr. Carroll thought it was a fair arrangement in so far as the Natives were concerned. We have, of course, stated to you our opinion as to what the effect of not coming to some settlement is, but of course, that is a matter of deduction from the circumstances, and not a matter of what has been put to us either by Dr. Findlay or by Mr. Dalziell. There is one other matter in your letter which is not correctly stated—that is, that Messrs. Travers, Campbell, and Peacock, solicitors for the executors for the late Wickham Flower, are acting with Messrs. Findlay, Dalziell, and Co., in common interests. We cannot see that that is the position. The interests of Mr. Lewis and the executors of the late Mr. Flower, while they are in both cases antagonistic to yours, may conflict and undoubtedly in some respects they do conflict. We trust this letter is sufficient for your present purposes. If you require any further information kindly let us hear from you.

Yours truly,

Joshua Jones, Esq. STAFFORD AND TREADWELL.

No. 4.

[TELEGRAM.]

London, 9th April, 1910. (Received in Wellington, 10th April.)

Jones, care Stafford, Treadwell.

RETURNED Madrid. Associated with company willing purchase Mokau, £100,000; two-thirds cash. Proposing construct harbour-works in accordance with your views, provided option given for next six months. Will remit by telegraph immediately £100.

JOHN CARR. ALLISON SMITH.

[REPLY.]

John Carr; Allison Smith. 15th April, 1910.

ARRANGING extension lease minerals. Wait fortnight. See Doyle.

No. 5.

HIGH COURT OF JUSTICE, CHANCERY DIVISION.

London, 1st November, 1907.

Jones v. *Flowers Executors.*

UPON motion being made by Mr. Ashton on behalf of the defendants on 1st November, 1907, to stay the action upon the ground of it being frivolous and vexatious, the Court dismissed the motion, and made the following order:—

In the High Court of Justice, Chancery Division.—Mr. Justice Parker.—Between Joshua Jones, plaintiff, and Sarah Jane Lefroy, wife of the Rev. Anthony William Hamon Lefroy, Archibald Bence Bence-Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott-Moncrieff, defendants.

Upon motion this day made unto this Court by counsel for the defendants, that this action might be dismissed on the grounds—(*a*) that it is frivolous and vexatious and an abuse of the process of the Court; and (*b*) that all the matters in respect of which this action was brought were before the commencement of this action agreed to be referred to the Honourable Mr. Justice Bingham; and upon hearing counsel for the plaintiff; and upon reading the writ of summons issued in this action on the 7th August, 1907, an affidavit of Ralph Wickham Flower, filed the 17th day of October, 1907, and the exhibits then referred to, the exhibit R.W.F.1 being a certified copy of a memorandum of mortgage dated the 27th July, 1906, in the said writ mentioned, the following affidavits filed the 23rd October, 1907, namely—(1) an affidavit of Stanley Edwards, and (2) an affidavit of James Edward Hogg, and (3) an affidavit of the plaintiff filed the 31st October, 1907,—

This Court doth order that all further proceedings in this action be stayed except such as relate to the plaintiff's claim to an account and redemption as mentioned in paragraph 5 of the indorsement of the said writ.

And the plaintiff and the defendants by their counsel consenting thereto, this Court doth treat the summons for directions as now before the Court, and doth order that the plaintiff do, on or before the 15th November, 1907, deliver his statement of claim; and that the defendants do within seven days after such delivery deliver their defence; and the defendants are to be at liberty to apply as they may be advised after the delivery of the statement of claim.

The costs of the said motion are to be the defendants' costs in any event.

This is a true copy of the order as signed and entered. — J. M. A. JENKINS, EDMUND F. BUCKLEY, Lincoln's Inn, 15th January, 1909.

This decision of the Court was cabled by Press Association to New Zealand, and appears in the *Post*, 2nd November, and *Dominion*, 4th November, 1907.

No. 6.

EXTRACTS FROM REPORTS ON THE LIMESTONE AND CHALK.

THE limestone and chalk upon the property extends over many thousand acres, and the supply is inexhaustible. As to quality, Mr. H. Reed, Civil Engineer, a well-known authority, and formerly Engineer to the Metropolitan Board of Works, London, reports as follows upon the Mokau cement:—

> I have read carefully the various reports and pamphlets, and have no hesitation in saying that good Portland cement can be made from these various deposits.

Having analysed a sample of the clay sent to him, he says:—

> It is of excellent quality, and can be used advantageously with your native limestones. These two materials may be regarded as very favourable for cement-making purposes; having experimented upon these materials, satisfactory results, he says, have been readily and successfully reached.

Various experiments have been made, and the samples tested in New Plymouth, Melbourne, and Wellington, with uniformly satisfactory results. The last sample tested at Wellington gave the following results:—

Wellington City Corporation Yards.

This is to certify that I have this day tested three briquettes of cement manufactured in New Zealand from clay and lime found in the Taranaki–Auckland District, with the following results:—

One briquette I in section	490
"	490
"	490

the said briquettes having been immersed in salt water for seven days before testing.—J. J. KERSLAKE, Overseer.

Mr. J. H. Swainson, Associate M. Institute of Civil Engineers, engineer of construction of the Calliope Dock, Auckland, gives the following certificate:—

> I hereby certify that I have tested the strength of cement furnished to me. A briquette, 1½ in. by 1½ in. section, broke with a tensile strain of 1,266 lb. on the square inch, or about 562¾ lb. on the square inch. The briquettes stood for seven days under water after being made. The other briquettes stood the tensile strain of 630 lb. and 830 lb. to the square inch respectively.

Analysis of the Mokau limestones and chalk marl by Dr. Sir James Hector and Dr. Skey, of the Wellington Laboratory, New Zealand:—

	No. 1.	No. 2.	No. 3.
Carbonate of lime	88·05	83·93	73·17
Carbonate of magnesia	2·59	2·68	2·46
Ox. iron and alumina	2·21	2·21	2·19
Silicious matter insoluble in acid	7·11	10·24	22.00
Water	0·24	0·24	2·24
	10·000	100·00	100·00

Analysis of blue clay or chalk marl, "Mokau's":—

Silica	54·21
Alumina	31·64
Manganese	Traces
Oxide of iron	8·96
Lime	1·60
Water	1·42
Alkalies	2·17
	100·00

EXTRACTS FROM REPORTS ON THE STEEL-PRODUCING SAND.

Mr. Price Williams, M.I.C.E., reports that the best of steel can be made from this sand, and Mr. J. G. Snelus reports to the same effect. Processes for converting the ironsand into steel have for some time past been occupying the attention of practical chemists, and it is probable that at an early date a process will be perfected by which the best steel can be produced at less than one-third of its present market value.

Mr. W. Mills, Westbourne Road, Forest Hill, an analytical chemist, says:—

> There is not the least doubt that in this sand you have an inexhaustible source of wealth, and that you can easily make the finest steel from the sand. The sand has been put to practical test, and has produced the finest steel. The same has been used for knives, razors, scissors, steel sheets, axes, &c., and locomotive-engine wheels have been made entirely from the sand by the Government of New Zealand.

Analyses of Dr. Sir James Hector and Mr. Skey :—

Oxide of iron Protoxide of iron	82·0
Oxide of titanium	8·0
Silica	8·0
Water and loss	2·0
	100·0

Report on the Petroleum.

Mr. Wm. Cowern, of Hawera, New Zealand, on the 3rd November, 1906, states as follows :—

Referring to Mr. Joshua Jones's property of some 50,000 acres on the Mokau River, New Zealand, and more particularly in its connection with the recent discovery of petroleum oil in the neighbourhood, I understand you would like some particulars within my own personal knowledge. I saw the oil-bore at Moturoa, distant about thirty miles from Mr. Jones's land, some seven or eight years ago. At that time a flow of oil was obtained, but in casing the bore difficulties arose, and it had to be abandoned. This past year another bore was sunk, and, at a depth somewhat greater than the previous one, oil was struck, and is flowing under a pressure of 40 lb. to the square inch, which I notice by the papers has been increased to 170 lb. The quality, I understand, is equal to the best produced, and contains many very valuable by-products. Several companies have been formed to take up rights over a very considerable area of country, and I understand expert authority indicates the existence of a large field, about which much has been written in the local papers. Considering that Mr. Jones's property, embracing so large an area, is so near, and appears to be well within the zone of surface indications, I think it a matter of some urgency for your company at once to put down a trial bore on the property. Should this prove successful the value of the rights over the 50,000 acres can then be hardly overestimated, and in this connection the following extract from the *New Zealand Herald*, of the 26th September, has some significance : " Mr. Fairo, the successful borer and manager at Moturoa, is reported to have said that he thinks he is boring near the edge of the field which extends back towards Mount Egmont, and in a northerly direction under New Plymouth towards the Mokau coalfields." I have sold or otherwise dealt with quite 100,000 acres of land within recent years in the vicinity of Mr. Jones's property, and claim to know a good deal of that class of country. I can state that the surface indications of oil are fairly numerous throughout the northern Taranaki district. New Zealand imports all the oil required, so that the local demand for it would be considerable.

Extracts from Reports on the Coal.

Sir James Hector, C.M.G., M.D., F.R.C.S., head of the Geological Department of New Zealand, in his report to the New Zealand Parliament, states :—

In ascending the Mokau River, which is navigable for twenty miles (14 ft. of water on the bar at the entrance), the base of this formation is found in the Mummilite limestone (Middle Eocene), which again rests unconformably upon the grey marls and the chalk marls which belong to the Cretaceo-Tertiary formation. These rest in turn on greensands, passing downwards into the brown concretionary sandstones of the coal formation, with valuable coal-seams and characteristic fossil plants. Coal-seams were found to crop out at points several miles apart, and in one place on the bank of the Mokau River under such favourable conditions that with very imperfect tools 5 tons of coal were extracted in a few hours and placed on board the steamer " Hannah Mokau " for trial. The seams vary from 2 ft. to 6 ft. in thickness, and the quality of the coal proved to be excellent for steam purposes, being hard and clean, giving out an intense heat and very little smoke. It belongs to the class of non-caking coals, and is considered by practical engineers to have a value exceeding that of the Bay of Islands coal, and approaching that of the coal from the Buller and Grey coalfields. The actual trial of this coal against the Waikato coal showed it to be one-fourth better, 1½ tons of the Mokau coal doing as much work as 2 tons of the best Waikato.

In a further examination of this property by Mr. Park, F.R.G.S., Mining Engineer to the Government of New Zealand, and Dr. Sir James Hector, they state: " The Mokau coal is said to be equal to the Grey (Greymouth) coal for steaming purposes. They describe the thickness of the seams of coal at 2½ ft., 7½ ft., 5 ft., 8 ft., 5 ft., and 5½ ft. respectively, and they say the coal-seams in the Mokau lie very flat, and rise to the north-north-east into sound dry ground, and, with a deep-water channel to the outcrop, offer exceptional facilities for working to advantage, and above the roofs of the seams are hard green sandstone.

Mr. Skeet, an engineer of the Provincial District of Taranaki, in speaking of the area of coal on the Mokau, describes it as about thirty-two miles long by twenty wide; and, according to Sir James Hector, Mr. Park, and Mr. Skeet together, the area of coal upon this Mokau Estate is about 30,000 acres, which area is computed to contain, according to the measurement of the coal, the thickness of each seam as herein stated, and after deducting the small seam of 2½ ft. and allowing one-tenth of the area for waste ground, over 35,000 tons to the acre, or an aggregate of 1,050,000,000 tons upon the whole property. The coal-area so defined is shown on the accompanying plan.

Mr. Thomas Perham, the Marine Engineer to the Government of New Zealand, formerly a coal-mining engineer at Mountain Ash, in Glamorganshire, reports :—

Several seams are on the river, with a slight dip north to south on the south bank. I anticipate from its great depth and consequent density the best coal will be found in most cases. The seams are well defined, between sandstone bed cropping out on the river-banks, and in other places a few chains inwards. The coal is a good hard, bright, colliery cannel coal; a good locomotive or domestic coal; burns well, of great heating-power, and to a clean white ash. The seams vary in thickness from 4 ft. to 6 ft., and in a few cases as much as 8 ft. It is a convenient distance above the water-level, can be got and run out of the mines by trucks, and tipped into the hold of the vessel without any extra handling. I have no hesitation in saying that working the coal alone is a good sound speculation, and that with careful and sufficient outlay a very remunerative one.

Mr. R. Price-Williams, M.I.C.E., 32 Victoria Street, Westminster, says:—

> The sample of Mokau coal appears to be a good coal of semi-bituminous character, and will undoubtedly prove of great value in connection with iron and steel works.

Mr. H. Curlett, a valuer in the Provincial District of Canterbury, New Zealand, writes of the Mokau coal:—

> The coal is of good quality—practically unlimited. The River Mokau runs up one side of the property, and vessels drawing 6 ft. to 8 ft. of water can discharge or load at the mines.

The company holds eighteen independent reports on the great heat from burning and clean quality of the coal for household use, manufacturing and steamboat purposes. These reports are by persons of high standing in the colony, and may be seen at the company's offices. One of these reports is by Mr. Walter Stoddart, for many years chief engineer of ocean liners, who states:—

> It gives me great pleasure in certifying to the excellent steaming-qualities of the Mokau coal for the generation of steam. I have known the coal for several years, and can speak of its improving quality year by year. One great merit is the small quantity of clinker, which is easily removed from the firebars. We have been using the Mokau coal for the last seven months, and prefer it to any other tried, owing to its getting steam quickly in comparison with other coal—Greymouth, for instance. I find that Mokau coal suits our purpose better, and is fully as economical.—WALTER STODDART, Engineer.

No. 9.

Mokau, 29th January, 1911.

DEAR SIRS,— Re *Mokau Case*.

At a meeting of owners interested in the Mokau-Mohakatino Block, held at Mokau on the 29th January, 1911, several business was discussed at this meeting concerning the Mokau case. It was decided at this meeting by the assembled owners that Tuiti Macdonald be withdrawn from the list of names as one of the leaders and consulting members for us, and that Wetini Paneta and Tauhia Tewiata be included in the list of leaders and consulting members for us. The following have been chosen to represent the Natives *re* Mokau case: E. H. Hardy, Aterea Ahiwaka, Pairoroku Rikihana, Wetini Paneta, Tauhia Tewiata.

We are, &c.,

TE ORO WATIHI.
TATANA TE AWAROA.

Bell, Gully, Bell, and Myers, solicitors, Wellington.

(Received 6th February, 1911.)

No. 10.

13th January, 1911.

SIR,— *Mokau-Mohakatino Block No. 1.*

We have the honour to inform you that we are instructed by a number of the owners of the several subdivisions of this block to take proceedings to have the various leases declared to be invalid or forfeited for breach of covenant. Our clients are, we believe, a majority of the owners, and are opposed to the proposed sale of the freehold to Mr. Lewis. They desire that Mr. H. D. Bell, K.C., should attend on their behalf the meeting of assembled owners convened by your Board, which, as we understand, was adjourned until a day to be fixed by you. Mr. Bell hopes that it may be convenient to you to convene the meeting either before the end of the present month or in the first week of February, as after that time he will be engaged at the sitting of the Supreme Court.

We should be obliged by your early reply.

We have, &c.,

BELL, GULLY, BELL, AND MYERS.

The President, Waikato-Maniapoto District Maori Land Board, Auckland.

No. 11.

KINDLY state if you wish me to make any public pronouncement of my side of the question.—E.H.H.

No. I don't want to be brought into the matter further unless I am forced to defend myself.—H.D.B.

Memo. for H. D. Bell, Esq., Wellington. 22nd July, 1911.

I PLACE on record the fact that I acquiesced in your absence from the second meeting of assembled owners *re* Mokau—first, because I judged from your telegrams that you were hindered by business from being present, unless ordered to be present; second, the result of the meeting of assembled owners justified my acquiescence, because the applicants for the purchase of Mokau (Dalziell and Co.) did not succeed in winning their case. It was not till after the second Court that Dalziell learnt the strength of his opponents represented by my party—namely, 77 per cent. of the whole.

After the result of No. 2 I understand that Macdonald notified the Court that an adjournment might be made with a view to the consideration by the owners of some arrangement that

might be satisfactory to all parties. At that time no way out of the difficulty presented itself as far as I am aware. Luckily, however, about that time Mr. David Whyte, representing a syndicate from Hawke's Bay, called upon me (being an old friend) and asked me to subscribe for shares in a company formed to take over the Stubbs's coal property, and the Mokau lands if Lewis succeeded in getting the freehold. I refused to take any shares, but, having heard the whole proposals of the company, thought it would overcome the Native scruples against parting with their land if they could sell and retain an interest in the form of shares. I forthwith laid the proposition before the Natives, and it was promptly accepted, all facts having been divulged and afterwards published in Wellington.

E. H. HARDY.

No. 12.

[TELEGRAM.]

Bell, Gully, Wellington. Te Kuiti, 20th February, 1911.

NEW authority excluding Macdonald signed by Natives. Have been very successful as to signatures as to writ, &c. Hope see you shortly. Notified Board *re* adjournment.

HARDY.

No. 13.

THE MOKAU BLOCKS.—OPINION OF MR. H. D. BELL.

AT the present time I have only before me the facts as set forth in the report of the Native Land Commission, G.–11, 1909, and in the Special Powers and Contracts Act, 1885, and in the Mokau-Mohakatino Act, 1888. From that report I am unable to ascertain precisely the title under which the Natives held the blocks. It seems that the original title was a certificate under the Native Land Act, 1880, but there may have been, and probably have been, partitions into subdivisions since 1882, and the orders on such partitions may have altered the original title. It is, however, I think, unnecessary for me to obtain full information as to the Native title at this point of time and for the purposes of this opinion, for in any case since 1894 (Native Land Court Act, 1894, section 73) every Native owner of land which has been investigated is proprietor of his estate in fee-simple. A more serious difficulty that I have felt is that I have not before me copies of the leases executed by some of the Native owners to Mr. Jones. But again I think I have sufficient information from the report of the Commission to enable me to advise generally upon the rights of the Native lessors.

Block No. 1 contains about 60,000 acres, and is divided into two approximately equal areas by the line drawn due south from the mouth of the Mangapohue Stream to the Mohakatino Stream. The western half is the land described in the lease of 1882. The eastern half was not included in the description in that lease. The western part is Block 1F. I have not yet been able to ascertain when the partition into lettered blocks took place.

Though Mr. Jones's lease of 1882 covered 1F only, the Act of 1885 excludes the whole of Block 1 from the effect of the Act of 1884, and refers to negotiations entered into by Mr. Jones for lease of the whole of Block 1. And the Act of 1888, in directing a partition of Block 1, speaks of the lease as being a lease of the whole block. Notwithstanding the apparent permission thus granted to Mr. Jones to extend his acquisition of leases into the eastern half, if he had negotiated at all in respect of that half, I think, for the reasons stated in the report of the Commission, that it is more than doubtful whether any lease obtained by Mr. Jones of the subdivisions of the eastern half had any legal validity.

It is necessary to separately consider the lease of 1F from the leases of the eastern half, and I take first the lease of 1F. Upon that lease, which is dated 1882, the Commissioners state three matters for consideration: First, that the lease has not been executed by seventeen of the Native owners; second, that the term of the lease commences a year after its date; and, thirdly, that the covenant to expend £3,000 per annum in development has never been performed. With the most unfeigned deference to the high authority of the Commissioners, I am unable to advise the Native owners to rely in any degree upon the second objection. For whatever legal effect the postponement of the commencement of the term might have had, I think that any Court would hold that the lease is referred to in terms in section 3 of the Mokau Act of 1888, and that the permission given to obtain further signatures to that lease, and the further permission by section 4 to register the lease, and the further express recognition of its validity by section 5, prevent any question being raised as to the validity of the lease in this respect. But, of course, the seventeen who did not sign are entitled to all their rights as owners unaffected by the lease, and the lessors were and are entitled to insist upon performance of the covenant. For the reasons given by the Commission, I think that the agreement to abandon the covenant in consideration of a higher rent is one not binding upon the Natives who signed it. The seventeen are tenants in common in fee-simple of the whole block, and can assert their right as owners over every part of the block so long as they do not exclude the lessee of the co-owners from occupation. And if any timber is being cut by the lessee the seventeen are, and each of them is, entitled to bring an action to restrain further cutting and for an account of the profits of past cutting of timber. And the seventeen are clearly entitled to an order of the Native Land Court to partition, allotting them their own land. I am unable to understand upon what ground the Native Land Court in November last declined to make an order, but this will be ascertained later if the seventeen determine to assert their rights as advised by me.

As to the rights of the lessors in 1F, I think that they can only safely rely upon the breach of covenant to expend moneys in improvement and to reside on the land, but I think they are entitled to claim that the lease has been forfeited by reason of the breach of that covenant. But a right to insist on the forfeiture can only be enforced after notice has been served on the lessee specifying the particular breach complained of, and, if the breach is capable of remedy, requiring the lessee to remedy the breach, and in any case requiring the lessee to make compensation in money. No action can be commenced by the lessors until they have given such notice and a reasonable time has been allowed to the lessee to remedy the breach. There are difficulties in respect of such notice, because it would have to be signed by each lessor who desires to terminate the lease, but that difficulty cannot be avoided (see the Property Law Act, 1908, section 94). Then, again, there is much force in the contention that the lessors have waived the past breaches of the covenant by accepting rent. It may be that some have refused to accept rent, but I am not informed on this point.

If, therefore, the lessors of 1F desire to put an end to the lease, they must, firstly, abstain from accepting any more rent, and, secondly, all agree to sign the required notice to the lessee. If some of the lessors desire to accept rent and not to sign the notice, I think the right of the other lessors who do desire to terminate the lease would not be affected, for each is tenant in common of his own share and entitled to terminate his lease of that share by the proper procedure.

I now turn to the eastern half of Block 1, and again take my facts from the Commission's report. As to these blocks, I do not think that the Act of 1888 can be said to validate the leases, and, on the grounds stated by the Commission, I am of opinion that the leases would, but for the force of the Land Transfer Act, be held to be invalid. In these leases there are also non-lessors, and those non-lessors can maintain their right, until partitioned, to prevent cutting of timber or other interference with their rights as owners of every part of the block. They can also maintain their right to partition. As to the lessors, unless there has been some breach of covenant by the lessee they have only the legal technicalities to rely on, and it is a serious question whether they are not barred by the Land Transfer Act. The leases have been registered on the Provisional Register, and mortgages and assignments under which the present holder of the leases claimed have also been registered, and I see no reason whatever to doubt that the present holder could prove that he acquired the title without fraud. If the lease had been registered on the Complete Register and the assignments had also been registered, then I think it could scarcely have been doubted that the lessee could rely upon the Land Transfer Act in support of his title. Whether the Provisional Register has the same effect has not yet been finally decided. In Mere Roihi *v.* Assets Company (21 N.Z. L.R. 691) the majority of the Court of Appeal thought that a purchaser for value upon the Provisional Register acquired no better title than the first person registered, and that the title of such first person could be attacked so long as the Register was provisional. Williams, J., dissented from this view, and held that the protection afforded to a purchaser for value on the Complete Register applied equally to the case of such a purchaser on the Provisional Register. The Privy Council, in the same case on appeal (1905 A.C. 176), adopted generally the judgment of Williams, J., but did not express an opinion on this particular point. In the Assets cases the company subsequently became registered on the Complete Register, and the attack was made upon it long after the issue of the Complete Register, and the judgment of the Privy Council turned upon the point that (as they held) the first proprietor so registered is fully protected. Therefore, as I have said, it has not yet been finally decided that a purchaser for value registered on the Provisional Register is completely protected from attack upon the title of his assignor if the action be brought attacking the title before any complete register is made out. I think that if the Natives desire to test the leases of the blocks in the eastern half they should take proceedings in one of those blocks only to determine whether they are barred by the provisions of the Land Transfer Act from attacking the title of the assignee of the leases.

To sum up my opinion: As to the western half, 1F: If any timber is being cut or has been cut recently on 1F, I think the non-lessors (the seventeen) should bring an action against the present assignee of the lease to restrain him from interfering with the timber in the future, and claiming an account of the profits of the past. If no timber is being cut or other similar operations being conducted, the best remedy of the non-lessors is to insist upon partition in the Native Land Court. As to the lessors, I advise them to decide whether they will proceed to declare the lease of 1882 forfeited for non-performance of the covenant to expend moneys in improvement. If they so decide, then they must agree to take no more rent, and they must have a formal legal notice to the lessee, as required by section 94 of the Property Law Act, prepared by solicitors, and must then sign such notice or authorize some person to sign for them. After a reasonable time from the service of such notice, but not before, the lessors may bring their action. And as to the eastern half of Block 1, I advise the non-lessors in each of the blocks to take the same proceedings as I have advised in the case of the non-lessors in 1F. As to the lessors in the several leases of the eastern half, I advise them to choose one of the blocks as the subject-matter of an action, and to have one action to test the validity of the leases.

I understand that the Natives desire that my firm should act for them in the matter of these blocks. If so, I am bound to add that they must remember that litigation in such matters cannot be otherwise than expensive, and they must subscribe a very substantial sum and deposit it so that the solicitors and counsel can be paid from time to time. The cases would be vigorously defended, the attack will be upon titles to large areas of land, and the expense must be heavy. I think the actions will succeed, but I wish the Natives to understand that they can only succeed if the documents are properly collected and the evidence carefully prepared, and the cases in Court properly conducted.

23rd December, 1910. H. D. BELL.

No. 14.

THE NATIVE LAND ACT, 1909.

To the Native Land Board for the Waikato-Maniapoto Maori Land District.

WE, on behalf of the Native owners of the lands hereinafter referred to, hereby apply to the Board to summon a meeting of the owners of Block 1F, Mokau-Mohakatino Block, in the Taranaki Provincial District, for the purpose of considering a resolution to the effect that the whole of the interest of the Native owners in such block be sold to Herrman Lewis, or his executors, administrators, or assigns, at a price to be agreed upon at such meeting; and that for the purpose of such sale the Maori Land Board be empowered on behalf of such Native owners to enter into an agreement for sale containing such terms as to it shall seem reasonable, and also to execute such transfers or other assurances of the said interest as may be required for the purpose of vesting the same in the purchaser thereof.

Dated at Wellington, this 19th day of December, 1910.

CHAPMAN, SKERRETT, WYLIE, AND TRIPP
(Per E. G. GRUNDY),
Solicitors for Applicants.

(Received 24th December, 1910.)

THE NATIVE LAND ACT, 1909.

To the Native Land Board for the Waikato-Maniapoto Maori Land District.

WE, on behalf of the Native owners of the lands hereinafter referred to, hereby apply to the Board to summon a meeting of the owners of Block No. 1G, Mokau-Mohakatino Block, in the Taranaki Provincial District, for the purpose of considering a resolution to the effect that the whole of the interest of the Native owners in such block be sold to Herrman Lewis, or his executors, administrators, or assigns, at a price to be agreed upon at such meeting; and that for the purpose of such sale the Maori Land Board be empowered on behalf of such Native owners, to enter into an agreement for sale containing such terms as to it shall seem reasonable, and also to execute such transfers or other assurances of the said interest as may be required for the purpose of vesting the same in the purchaser thereof.

Dated at Wellington, this 19th day of December, 1910.

CHAPMAN, SKERRETT, WYLIE, AND TRIPP
(Per E. G. GRUNDY),
Solicitors for Applicants.

(Received 24th December, 1910.)

THE NATIVE LAND ACT, 1909.

To the Native Land Board for the Waikato-Maniapoto Maori Land District.

WE, on behalf of the Native owners of the lands hereinafter referred to, hereby apply to the Board to summon a meeting of the owners of Block No. 1H, Mokau-Mohakatino Block, in the Taranaki Provincial District, for the purpose of considering a resolution to the effect that the whole of the interest of the Native owners in such block be sold to Herrman Lewis, or his executors, administrators, or assigns, at a price to be agreed upon at such meeting; and that for the purpose of such sale the Maori Land Board be empowered on behalf of such Native owners, to enter into an agreement for sale containing such terms as to it shall seem reasonable, and also to execute such transfers or other assurances of the said interest as may be required for the purpose of vesting the same in the purchaser thereof.

Dated at Wellington, this 19th day of December, 1910.

CHAPMAN, SKERRETT, WYLIE, AND TRIPP
(Per E. G. GRUNDY),
Solicitors for Applicants.

(Received 24th December, 1910.)

THE NATIVE LAND ACT, 1909.

To the Native Land Board for the Waikato-Maniapoto Maori Land District.

WE, on behalf of the Native owners of the lands hereinafter referred to, hereby apply to the Board to summon a meeting of the owners of Block No. 1J, Mokau-Mohakatino Block, in the Taranaki Provincial District, for the purpose of considering a resolution to the effect that the whole of the interest of the Native owners in such block be sold to Herrman Lewis, or his executors, administrators, or assigns, at a price to be agreed upon at such meeting; and that for the purpose of such sale the Maori Land Board be empowered on behalf of such Native owners, to enter

into an agreement for sale containing such terms as to it shall seem reasonable, and also to execute such transfers or other assurances of the said interest as may be required for the purpose of vesting the same in the purchaser thereof.

Dated at Wellington, this 19th day of December, 1910.

CHAPMAN, SKERRETT, WYLIE, AND TRIPP
(Per E. G. GRUNDY),
Solicitors for Applicants.

(Received 24th December, 1910.)

No. 15.

No. 9/70.—3144. Native Department, Wellington, 20th December, 1910.

Memorandum for the President, Waikato-Maniapoto District Maori Land Board, Auckland.

Mokau-Mohakatino.

I HAVE to inform you that the Hon. the Native Minister has directed that a meeting of assembled owners in respect of Subdivisions 1F, 1G, 1H, 1J be called.

According to arrangements made, I have agreed on behalf of the Board to advertise the meetings for Friday, the 6th January, 1911, at 2 p.m., at Te Kuiti; also to gazette a meeting of the Board for the same date and place at 10 a.m. This will enable Mr. Skerrett to appear before he leaves for England.

Notices will be published in this week's *Gazette*, and extracts will be duly forwarded you together with other papers.

THOS. W. FISHER, Under-Secretary.

No. 16.

MOKAU-MOHAKATINO NOS. 1F, 1G, 1H, AND 1J.

MEETINGS of ASSEMBLED OWNERS held at the Courthouse, Te Kuiti, on Friday, the 6th January, 1911, at 2 p.m.

The President attended as representative of the Board.

Present: The following owners of the blocks named: No. 1F—Taruke te Oha; Erena Wetere, *alias* Hurangi, *alias* Te Kirihaehae Wetere; Ratima Pekamu; Hera Kingi (by proxy); Hinewai Teira; Te Koro, *alias* Te Koro Wetere; Te Ripo te Huia; Te Ianui; Kopa Ngatohu; Te Kepu te Kiri; Te Kapa te Aira, *alias* Rangiwaea; Te Mahuri Tawhana; Pohe Tawhana; Rangihuia Kingi; Ngareta, *alias* Rangiawhio; Te Wera Wetere; Te Ruruku; Toheriri; Tangihaere te Tawhana; Teriaki Tikaokao; Takerei Kingi; Tiramate Wetere; Tauhia te Wiata; Tarake te Wiata; Taiaroa Wharetarawa, *alias* Wharetarawa; Whakarewai; Wata (te Rira). No. 1G—Rangiawhio; Niwha; Aterea te Ahiwaka; Te Ianui; Te Ripo Huia; Te Arawaka te Huia. No. 1H—Aterea te Ahiwaka; Te Arawaka te Huia; Taruke te Oha; Hinewai te Teira; Te Kapa te Aira; Ngareta; Toheriri Tawhana; Tangihaere Tawhana; Te Riaki Tikaokao; Pohe Tawhana; Te Mahuri Tawhana; Wata (Waata te Rira); Whakarewai. No. 1J—Te Aorangi Kingi; Te Arawaka te Huia; Kirihaehae Wetere; Te Koro Wetere; Rangiawhio; Tauhia te Wiata; Tarake te Wiata; Wharetarawa.

Motion for consideration (*in re* No. 1F): That the proposal of Herrman Lewis be accepted—namely, that the Native owners should sell to him and he should purchase the above-mentioned piece of land, and all the right, title, estate, and interest of the Native owners therein, for a sum of money to be ascertained in manner hereinafter provided, upon the terms and conditions expressed in a draft agreement hereunto annexed and marked "A," between the Maori Land Board of the Waikato-Maniapoto District of the one part, and the said Herrman Lewis of the other part (which draft agreement shall be deemed to be incorporated herein). The price shall be the same proportion of £25,000 as the capital value of this block, shown by the 1911 Government valuation, bears to the total capital value of this block and subdivisions 1G, 1H, and 1J of the Mokau-Mohakatino Block. Should the said capital value of the interest of such as the vendors who are non-lessors and the capital value of the owner's interest as shown in the valuation roll of the interest of such of the vendors who are lessors in this block be more than the said purchase-money, then the said purchase-money shall be increased by such a sum as shall be necessary to make good the deficiency. And the said Maori Land Board of the Waikato-Maniapoto Maori Land District be and it is hereby empowered to execute, as the agent of the Native owners, in the name of the Board, the said agreement and any instrument or instruments of alienation contemplated or provided for by the said agreement.

Motions *in re* Nos. 1G, 1H, and 1J similar in all respects to the foregoing.

The meetings were held seriatim, Mr. W. H. Bowler being elected chairman in each case.

Mr. Skerrett, who acted for the Native owners, explained the effect of the resolution proposed.

No proposer or seconder for resolution in case of No. 1G. In the case of the other three blocks the resolution was proposed and seconded and put to the meetings, after which the meetings were adjourned to 7.30 p.m. to allow of a calculation of the relative shares held by voters for and against.

7.30 p.m.—The chairman intimated that a calculation of the relative shares held by the different factions had been made, from which it appeared that both parties were almost equally interested. As President of the Board he felt constrained to say that it was probable that the Board would feel some diffidence in confirming any resolution carried by a bare majority, especially in view of the fact that the meetings had been called at such short notice. It might, perhaps, be in the interests of all concerned if the meetings were adjourned to a date to be hereafter fixed by the President, in order to insure a full representation, by proxy or otherwise, of the owners.

Pepene Eketone and Tuiti Macdonald, as representative of the rival factions, both coincided in this view.

It was then proposed and seconded that all four meetings be adjourned to a date to be hereafter fixed by the President. Carried without dissent.

Meetings adjourned accordingly.

6th January, 1911.

W. H. BOWLER,
Representative of Board.

Mokau-Mohakatino No. 1F.

For resolution.—Taruke te Oha (successor to Te Topuni), (101), 1 share; Erena Wetere, *alias* Huiarangi, *alias* Te Kirihaehae Wetere (4, 5, 39), $4\frac{15}{28}$ shares; Ratima Pekamu (part successor to Hinehoea Wehitaua), (6), $\frac{1}{8}$ share; Hera Kingi (13), $3\frac{47}{140}$ shares; Hinewai Teira (14), $\frac{1}{3}$ share; Te Koro, *alias* Te Koro Wetere (33, 37), $6\frac{2}{7}$ shares; Kopa Ngatohu (31), 1 share; Te Kapa te Aira (36), *alias* Rangiwaea (66), $1\frac{1}{8}$ shares; Te Mahuri Tawhana (47), $\frac{1}{8}$ share; Pohe Tawhana (61), $\frac{1}{8}$ share; Rangihuia Kingi (71), $\frac{1}{5}$ share; Te Wera Wetere (successor to Rangituataka), (75), 1 share; in own right (117), $\frac{7}{10}$ share; Te Ruruku (77), $\frac{1}{4}$ share; Tangihaere te Tawhana (86), 1 share; Teriaki Tikaokao (89), 1 share; Takerei Kingi (90), $\frac{1}{5}$ share; Tiramate Wetere (91), $1\frac{1}{28}$ share; Whakarewai (110), 1 share: total, $24\frac{14}{420}$ shares.

Mokau-Mohakatino No. 1H.

For resolution.—Taruke te Oha (26), 1 share, (also successor to Emani te Aria) (3), 1 share; Hinewai te Teira (4), 1 share, (also part successor to Te Teira), (28), $\frac{1}{3}$ share; Te Kapa te Aira (7), 1 share; Tangihaere Tawhana (22), 1 share; Te Riaki Tikaokao (24), 1 share; Te Mahuri Tawhana (successor to Tawhana te Kaharoa), (25), $\frac{1}{5}$ share; Whakarewai (31), 1 share: total, $7\frac{8}{15}$ shares.

Against resolution.—Aterea te Ahiwaka (1), 1 share, (part successor to Pano, *alias* Ngara te Rira), (13 and 14), $\frac{2}{3}$ share, (part successor to Parahuakirua), (16), $\frac{1}{3}$ share, (part successor to Te Rupe), (19), $\frac{1}{3}$ share, (part successor to Te Kotuku), (6), $\frac{1}{3}$ share, (part successor to Ripeka Ngamuna), (18), $\frac{1}{3}$ share; Te Arawaka te Huia (2), 1 share, (part successor to Pano, *alias* Ngara te Rira), (13 and 14), $\frac{2}{9}$ share, (part successor to Parahuakirua), (16), $\frac{1}{9}$ share, (part successor to Te Rupe), (19), $\frac{1}{9}$ share, (part successor to Te Kotuku), (6), $\frac{1}{9}$ share, (part successor to Rangiamaki), (17), $\frac{1}{3}$ share, (part successor to Ripeka Ngamuna), (18), $\frac{1}{9}$ share; Ngareta, *alias* Rangiawhio (11), 1 share; Toheriri Tawhana (21), 1 share; Wata (Waata te Rira), (29, 30), 2 shares, (part successor to Pano, *alias* Ngara te Rira), (13 and 14), $\frac{2}{3}$ share, (part successor to Parahuakirua), (16), $\frac{1}{3}$ share, (part successor to Te Rupe), (19), $\frac{1}{3}$ share, (part successor to Te Kotuku), (6), $\frac{1}{3}$ share, (part successor to Ripeka Ngamuna), (18), $\frac{1}{3}$ share: total, 11 shares.

Mokau-Mohakatino No. 1J.

For resolution.—Te Aorangi Kingi (1), 1 share; Kirihaehae Wetere (10), 1 share; Te Koro Wetere (13), 2 shares; Rangiawhio (27), 1 share: total, 5 shares.

Against resolution.—Te Arawaka te Huia (2), 1 share; Tauhia te Wiata (32), $\frac{17}{42}$ share; Tarake te Wiata (34), $\frac{17}{42}$ share; Wharetarawa, *alias* Taiaroa Wharetarawa (35 and 39), 2 shares: total, $3\frac{17}{21}$ shares.

Mokau-Mohakatino No. 1H.

Present: Aterea te Ahiwaka; Te Arawaka te Huia; Taruke te Oha; Hinewai te Teira; Te Kapa te Aira; Ngareta; Toheriri Tawhana; Tangihaere Tawhana; Te Riaki Tikaokao; Pohe Tawhana; Te Mahuri Tawhana; Wata (Waata te Rira); Whakarewai.

W. H. Bowler appointed chairman.

Motion proposed by Pohe Tawhana and seconded by Tangihaere Tawhana.

Mokau-Mohakatino No. 1J.

Present: Te Aorangi Kingi; Te Arawaka te Huia; Kirihaehae Wetere; Te Koro Wetere; Rangiawhio; Tauhia te Wiata, Tarake te Wiata; Wharetarawa.

Motion proposed by Te Koro Wetere and seconded by Kirihaehae Wetere.

Mokau-Mohakatino No. 1F.

Against resolution.—Te Ripo (te) Huia (82, 83), $5\frac{1}{2}$ shares; Te Ianui (22), 2 shares; Te Kehu te Kiri (35), 1 share; Ngareta, *alias* Rangiawhio (53, 67), $3\frac{1}{6}$ shares; Toheriri (85), 1 share; Tauhia te Wiata (92), 1 share; Tarake te Wiata (94), $1\frac{3}{14}$ shares; Taiaroa Wharetarawa, *alias* Wharetarawa (100, 105), *alias* Wharetarawa (112), $4\frac{1}{2}$ and $\frac{1}{4}$ shares; Wata (111), *alias* Wata te Rira, 1 share: total, $20\frac{48}{168}$ shares.

No. 17.

MOKAU-MOHAKATINO NOS. 1F, 1G, 1H, AND 1J.

ADJOURNED meetings of assembled owners held at Te Kuiti on Friday, 10th March, 1911.

Large number of Natives present.

Meetings were opened at the Courthouse, 10 a.m., and at the wish of all parties were adjourned to 3 p.m., at the hall.

3 p.m.—Place, the Public Hall.

Mr. Tuiti Macdonald stated: Proposed sale has been discussed, and there is now a prospect of settlement if further time given for discussion. I would ask for an adjournment.

Mr. Dalziell: The matter has been hanging on for some time, and I would urge that a settlement be arrived at to-day. I have discussed matter with Mr. H. D. Bell, who now acts for a section of the owners, and who has been unable to attend. My client is satisfied as to his position under the leases, but, having gone to some trouble to obtain the freehold, wishes to complete. He has arranged to sell the freehold if he can get it, but if he cannot do so he will sell the leases. We wish our position in regard to these proceedings to be determined at once. The purchase-money can be paid over forthwith, and cannot be left lying idle. If matter is not settled to-day we will withdraw our offer and proceed to sell the leasehold. Will agree to an adjournment until to-night.

Anaru Eketone: We only want a short adjournment. Matters are now proceeding satisfactorily, but as the question at issue is one of great magnitude it cannot be settled in a few minutes. I take exception to Mr. Dalziell's action in withdrawing his offer unless a settlement is arrived at to-day.

Mr. Macdonald also referred to the importance of the matter, and supported a two weeks' adjournment. Parties now for the first time displayed an inclination towards unanimity.

Mr. Dalziell said he did not intend to make any threat, but simply intimated his position. It was essential in the interests of his client that finality be arrived at at once.

Meetings adjourned till 7 p.m.

Parties again assembled at 7 p.m.

Anaru Eketone asked for an adjournment for a fortnight.

Mr. Dalziell suggested Wednesday, the 22nd, as a suitable date to which the meetings could be adjourned.

Mr. Macdonald (who held a number of proxies) also asked for an adjournment, as he wished to further confer with his principals, who had instructed him to oppose the resolution, and whose instructions he could not disobey without they were revoked. He therefore urged a further adjournment to enable a conference of owners to be held.

After discussion, it was decided that meeting be adjourned until Wednesday, the 22nd March, 1911, at the Courthouse, Te Kuiti

W. H. BOWLER.

No. 18.

MR. BOWLER,— Te Kuiti, 22nd March, 1911.

Mokau-Mohakatino papers, &c., herewith. There were no objectors to proposal put, and it was carried with acclamation.

Yours, &c.,

A. J. HOLLAND.

At an adjourned meeting of the assembled owners of the Mokau-Mohakatino Nos. 1F, 1G, 1H, and 1J Blocks, held in the Public Hall, Te Kuiti, on Wednesday, the 22nd day of March, 1911, at 2 p.m.

Board's representative—A. J. Holland.

It was ascertained that there was a quorum of the owners of each block present.

Proposed by Tuiti Macdonald and seconded by Takerei Kingi, That Mr. Holland take the chair. Motion carried.

Mr. Holland took the chair.

Proxies handed in.

Proposals, as attached hereto, were then put to the meeting. Short discussion ensued.

Tuiti Macdonald handed in a further proposal regarding the £2,500 worth of shares. Further discussion ensued, and Macdonald subsequently asked leave to withdraw his proposal and, no one objecting, leave to withdraw was granted.

Chairman asked if any of the owners wished to further discuss the main proposal, but there was no response.

The main proposal was then put to the meeting and carried unanimously.

Proceedings then terminated.

MINUTES of a Meeting of Assembled Owners of Subdivision No. 1G of the Mokau-Mohakatino Block, in the Provincial District of Taranaki, containing 2,969 acres, more or less, duly called and held under Part XVIII of the Native Land Act, 1909, at Te Kuiti, on Wednesday, the 22nd day of March, 1911, at two o'clock in the afternoon.

Resolved at such meeting by the assembled owners, pursuant to Part XVIII of the said Act, That the proposal of Herrman Lewis be accepted—namely, that the Native owners should sell to him and he should purchase the above-mentioned piece of land, together with Subdivisions 1F, 1H, and 1J of the said Mokau-Mohakatino Block, and all the right, title, estate, and interest of the Native owners therein, for the total sum of £25,000 in cash and £2,500 shares fully paid in the , to be paid to the Native owners of such blocks in proportion to their respective interests therein, and so that the owners of each block shall receive the same proportion of the said sums of £25,000 and £2,500 as the Government valuation of the owners' interest in such block bears to the total of the owners' interest in the Government valuation of the whole of the said four blocks, and so also that each of the Native owners of each block shall receive not less than the Government valuation of his interest in such block; and, further, that the Maori Land Board of the Waikato-Maniapoto Maori Land District be and it is hereby empowered to execute, as the agent of the Native owners, in the name of the Board, an agreement for sale of the said lands to the said Herrman Lewis, his executors, administrators, and assigns, at the said price, such agreement to contain all such terms as to the said Board shall seem fit, including a power to the said Board to execute all such instruments of alienation as may be reasonably required for the purpose of carrying out the terms of such agreement.

Dated at Te Kuiti, this 22nd day of March, 1911.

A. J. HOLLAND,

Chairman of Meeting of Assembled Owners, and Board's representative.

NGARETA X RANGIAWHIO.
TE RIPO TE HUIA.

MINUTES of a Meeting of Assembled Owners of Subdivision No. 1J of the Mokau-Mohakatino Block, in the Provincial District of Taranaki, containing 4,260 acres, more or less, duly called and held under Part XVIII of the Native Land Act, 1909, at Te Kuiti, on Wednesday, the 22nd day of March, 1911, at 2 o'clock in the afternoon.

Resolved at such meeting by the assembled owners, pursuant to Part XVIII of the said Act, That the proposal of Herrman Lewis be accepted—namely, that the Native owners should sell to him and he should purchase the above-mentioned piece of land, together with Subdivisions 1G, 1F, and 1H of the said Mokau-Mohakatino Block, and all the right, title, estate, and interest of the Native owners therein, for the total sum of £25,000 in cash and £2,500 in fully paid shares in the , to be paid to the Native owners of such blocks in proportion to their respective interests therein, and so that the owners of each block shall receive the same proportion of the said sum of £25,000 and £2,500 as the Government valuation of the owners' interest in such block bears to the total of the Government valuation of the owners' interest in the whole of the said four blocks, and so also that each of the Native owners of each block shall receive in cash not less than the Government valuation of his interest in such block; and, further, that the Maori Land Board of the Waikato-Maniapoto Maori Land District be and it is hereby empowered to execute, as the agent of the Native owners, in the name of the Board, an agreement for sale of the said lands to the said Herrman Lewis, his executors, administrators, and assigns, at the said price, such agreement to contain all such terms as to the said Board shall seem fit, including a power to the said Board to execute all such instruments of alienation as may be reasonably required for the purpose of carrying out the terms of such agreement.

Dated at Te Kuiti, this 22nd day of March, 1911.

A. J. HOLLAND,

Chairman of Meeting of Assembled Owners, and Board's representative.

NGARETA X RANGIAWHIO.
WETINI PANETA.

MINUTES of a Meeting of Assembled Owners of Subdivision No. 1F of the Mokau-Mohakatino Block, in the Provincial District of Taranaki, containing 26,480 acres, more or less, duly called and held under Part XVIII of the Native Land Act, 1909, at Te Kuiti, on Wednesday, the 22nd day of March, 1911, at 2 o'clock in the afternoon.

Resolved at such meeting by the assembled owners, pursuant to Part XVIII of the said Act, That the proposal of Herrman Lewis be accepted—namely, that the Native owners should sell to him and he should purchase the above-mentioned piece of land, together with Subdivisions 1G, 1H, and 1J of the said Mokau-Mohakatino Block, and all the right, title, estate, and interest of the Native owners therein, for the total sum of £25,000 in cash and £2,500 in fully paid shares in the , to be paid to the Native owners of such blocks in proportion to their respective interests therein, and so that the owners

of each block shall receive the same proportion of the said sums of £25,000 and £2,500 as the Government valuation of the owners' interest in such block bears to the total of the Government valuation of the owners' interest in the whole of the said four blocks, and so also that each of the Native owners of each block shall receive in cash not less than the Government valuation of his interest in such block; and, further, that the Maori Land Board of the Waikato-Maniapoto Maori Land District be and it is hereby empowered to execute, as the agent of the Native owners, in the name of the Board, an agreement for sale of the said lands to the said Herrman Lewis, his executors, administrators, and assigns, at the said price, such agreement to contain all such terms as to the said Board shall seem fit, including a power to the said Board to execute all such instruments of alienation as may be reasonably required for the purpose of carrying out the terms of such agreement.

Dated at Te Kuiti, this 22nd day of March, 1911.

A. J. HOLLAND,
Chairman of Meeting of Assembled Owners, and Board's representative.

NGARETA X RANGIAWHIO.
TOHERIRI TAWHANA.
RANGIHAERE TAWHANA.
WETINI PANETA.

MINUTES of a Meeting of Assembled Owners of Subdivision No. 1H of the Mokau-Mohakatino Block, in the Provincial District of Taranaki, containing 19,576 acres, more or less, duly called and held under Part XVIII of the Native Land Act, 1909, at Te Kuiti, on Wednesday, the 22nd day of March, 1911, at 2 o'clock in the afternoon.

Resolved at such meeting by the assembled owners, pursuant to Part XVIII of the said Act, That the proposal of Herrman Lewis be accepted—namely, that the Native owners should sell to him and he should purchase the above-mentioned piece of land, together with Subdivisions 1G, 1F, and 1J of the said Mokau-Mohakatino Block, and all the right, title, estate, and interest of the Native owners therein, for the total sum of £25,000 in cash and £2,500 in fully paid shares in the , to be paid to the Native owners of such blocks in proportion to their respective interests therein, and so that the owners of each block shall receive the same proportion of the said sums of £25,000 and £2,500 as the Government valuation of the owners' interest in such block bears to the total of the Government valuation of the owners' interest in the whole of the said four blocks, and so also that each of the Native owners of each block shall receive not less than the Government valuation of his interest in such block; and, further, that the Maori Land Board of the Waikato-Maniapoto Maori Land District be and it is hereby empowered to execute, as the agent of the Native owners, in the name of the Board, an agreement for sale of the said lands to the said Herrman Lewis, his executors, administrators, and assigns, at the said price, such agreement to contain all such terms as to the said Board shall seem fit, including a power to the said Board to execute all such instruments of alienation as may be reasonably required for the purpose of carrying out the terms of such agreement.

Dated at Te Kuiti, this 22nd day of March, 1911.

A. J. HOLLAND,
Chairman of Meeting of Assembled Owners, and Board's representative.

NGARETA X RANGIAWHIO.
RANGIHAERE TAWHANA.
TOHERIRI TAWHANA.

No. 19.

AGREEMENT *re* DEDUCTION OF 10 PER CENT. FROM MOKAU-MOHAKATINO PURCHASE-MONEY.

WE, the undersigned owners in Mokau-Mohakatino Nos. 1F, 1G, 1H, and 1J Blocks, do jointly and severally agree to 10 per centum of our several proportions of the purchase-money accruing therefrom being retained by the President of the Waikato-Maniopoto District Maori Land Board, such percentage to be devoted towards the liquidation of the legal and agents' costs due in connection with the said block; and we do further agree that such sums may be paid out by him as directed by Messrs. Pepene Eketone and Tuiti Macdonald, and without further reference to us.

[TRANSLATION.]

Ko matou e mau ake nei nga ingoa i raro iho nei, nga tangata kei roto i Mokau-Mohakatino Poraka Nama 1F, 1G, 1H, me 1J e whakaae huihui ana i whakaae taki tahi ana kia purutia e Te Tumuaki o te Paori Whenua Maori o Waikato-Waikato nga moni e rua hereni i roto i te pauna (10%) i roto i nga moni hoko o aua poraka e taka mai ana kia matou, a, ko taua moni (rua hereni i roto i te pauna) hei whakaea i nga raruraru whakahaerenga a te ture me nga raruraru hoki o nga kaiwhakahaere mo runga mo aua poraka; a, e, whakaae ana ano hoki matou kia utua aua moni e ia i runga i te whakahau a Pepene Eketone me Tuiti Macdonald, e, kia kaua hoki e titiri mai kia matou.

CERTIFICATE.

I, John Henry Damon, a duly licensed Interpreter of the First Grade, do hereby certify that the foregoing is a true translation into the Maori language of the contents of the above agreement.

J. H. DAMON,
2nd June, 1911. Licensed Interpreter, First Grade, Waitara.

1. Kapa te Aira, *alias* Rangiwaea x (her mark).	Witness—	J. H. Damon,	Licensed Interpreter,	2/6/1911.
2. Takerei Kingi.	,,	J. H. Damon,	,,	,,
3. Te Ata Wetere x (her mark).	,,	J. H. Damon,	,,	,,
4. Te Arawaka Huia x (his mark).	,,	J. H. Damon,	,,	,,
5. Atereaahi Waka.	,,	J. H. Damon,	,,	,,
6. Te Kaharoa Tawhana.	,,	J. H. Doman,	,,	,,
7. Aorangi Kingi.	,,	J. H. Damon,	,,	,,
8. Rangihuia Kingi.	,,	J. H. Damon,	,,	,,
9. Erena Wetere x (her mark).	,,	J. H. Damon,	,,	,,
10. Huirangi, *alias* Te Kirihoehoe Wetere x (her mark).	,,	J. H. Damon,	,,	,,
11. Hinewai Teira x (her mark).	,,	J. H. Damon,	,,	,,
12. Ketetahi.	,,	J. H. Damon,	,,	,,
13. Ketetahi Parekarau.	,,	J. H. Damon,	,,	,,
14. Kopa Ngatohu x (her mark).	,,	J. H. Damon,	,,	,,
15. Tekoro Wetere.	,,	J. H. Damon,	,,	,,
16. Te Kehu te Kiri x (her mark).	,,	J. H. Damon,	,,	,,
17. Tekatoa.	,,	J. H. Damon,	,,	,,
18. Mihiata te Aramau x (her mark).	,,	J. H. Damon,	,,	,,
19. Tomahuri Tawhana.	,,	J. H. Damon,	,,	,,
20. Ngapuia Tawhana x (her mark).	,,	J. H. Damon,	,,	,,
21. Towha.	,,	J. H. Damon,	,,	,,
22. Ngareta, *alias* Rangiawhio x (her mark).	,,	J. H. Damon,	,,	,,
23. Ngareta te Rira x (her mark).	,,	J. H. Damon,	,,	,,
24. Ngareta Rangiawhio x (her mark).	,,	J. H. Damon,	,,	,,
25. Pohe Tawhana.	,,	J. H. Damon,	,,	,,
26. Raiha Miroi x (her mark).	,,	J. H. Damon,	,,	,,
27. Roha Pahiri x (her mark).	,,	J. H. Damon,	,,	,,
28. Ripo te Huia.	,,	J. H. Damon,	,,	,,
29. Tokariri.	,,	J. H. Damon,	,,	,,
30. Tangihaere te Tahana x (his mark).	,,	J. H. Damon,	,,	,,
31. Te Riaki Tikaokao x (her mark).	,,	J. H. Damon,	,,	,,
32. Tiramate Wetere x (her mark).	,,	J. H. Damon,	,,	,,
33. Tiramate Pohe x (her mark).	,,	J. H. Damon,	,,	,,
34. Taiaroa Wharetarawa x (his mark).	,,	J. H. Damon,	,,	,,
35. Wharetarawa x (his mark).	,,	J. H. Damon,	,,	,,
36. Taruke te Oha x (her mark).	,,	J. H. Damon,	,,	,,
37. Wetini Panira.	,,	J. H. Damon,	,,	,,
38. Wera Wetere.	,,	J. H. Damon,	,,	,,
39. Waata Terira.	,,	J. H. Damon,	,,	,,
40. Waata.	,,	J. H. Damon,	,,	,,
41. Tetrira.	,,	J. H. Damon,	,,	,,
42. Whakarewai x (her mark).	,,	J. H. Damon,	,,	,,
43. Waiata Raupa x (her mark).	,,	J. H. Damon,	,,	,,
44. Tangi Weti.	,,	J. H. Damon,	,,	,,
45. Ratima Pukamu.	,,	J. H. Damon,	,,	,,
46. Taruke Pekamu.	,,	J. H. Damon,	,,	,,
47. Ngarongo Mate.	,,	J. H. Damon,	,,	,,
48. Hera Kingi x (her mark).	,,	A. Eketone.	5/6/1911.	
Te Roha Pahiri x (her mark).	Witness—	E. C. Falwasser, Licensed Interpreter, First Grade, Te Kuiti.		
Kahu Raitete Matawha.	,,	Wm. Pitt, Licensed Interpreter, First Grade, Wellington.		
Rangiauraki te Huia x (her mark).	,,	J. H. Damon,	Licensed Interpreter,	1/7/1911.
Rawea te Huia x (her mark).	,,	J. H. Damon,	,,	,,
Hone Kipa.	,,	J. H. Damon,	,,	,,
Puke Kipa x (his mark).	,,	J. H. Damon,	,,	,,
Ngahiraka, otherwise Ngahireka Tawhana x (her mark).	,,	J. H. Damon,	,,	,,
Taniora Wharauroa.	,,	J. H. Damon,	,,	3/7/1911, at Mokau.
Taniora te Wharau.	,,	J. H. Damon,	,,	3/7/1911, at Mokau.
Parehina Tawhana x (her mark).	,,	Mare Teretiu.		

No. 23.

[TELEGRAM.]

Government Buildings, Wellington, 28th March, 1911.

Bowler, Native Office, Auckland.

MOKAU Order in Council signed; will include this week's *Gazette*. THOS. W. FISHER.

No. 24.

[TELEGRAM.]

Government Buildings, Wellington, 24th March, 1911.

Bowler, Native Office, Auckland.

MOKAU not yet returned from Governor. THOS. W. FISHER.

No. 25.

Office of the Waikato-Maniapoto District Maori Land Board,
Auckland, 14th January, 1911.

Memorandum for the Under-Secretary, Native Department, Wellington.

Mokau-Mohakatino Blocks Nos. 1F, 1G, 1H, and 1J.

AT its sitting on the 6th instant applications under section 203 of the Native Land Act, 1909, in respect of the above lands came before the Board for consideration. The areas affected are—No. 1F, 27,492 acres; No. 1G, 2,969 acres; No. 1H, 19,576 acres; No. 1J, 4,260 acres. The position as disclosed to the Board is as follows: The interests of the Native owners, or some of them, are subject to various leases, all registered under the Land Transfer Act, to Mr. Joshua Jones for a term of fifty-six years from July, 1882, on various rents and subject to various covenants. Mr. Jones's leasehold interest has since become vested in Mr. Herrman Lewis, who now seeks to acquire the freehold.

The minutes taken are rather voluminous, but the position is briefly as follows: Meetings of assembled owners have been called to consider the proposed purchase by Mr. Lewis, but so far as the owners are concerned the matter is still in abeyance. The resolution submitted for consideration by the owners is as follows: "That the proposal of Herrman Lewis be accepted—namely, that the Native owners should sell to him and he should purchase the above-mentioned piece of land and all the right, title, estate, and interest of the Native owners therein for a sum of money to be ascertained in manner hereinafter provided, upon the terms and conditions expressed in a draft agreement hereunto annexed and marked 'A,' between the Maori Land Board of the Waikato-Maniapoto District of the one part and the said Herrman Lewis of the other part (which draft agreement shall be deemed to be incorporated herein). The price shall be the same proportion of £25,000 as the capital value of this block, shown by the 1911 Government valuation, bears to the total capital value of this block and Subdivisions 1G, 1H, and 1J of the Mokau-Mohakatino Block. Should the said capital value of the interest of such as the vendors who are non-lessors and the capital value of the owner's interest as shown in the valuation roll of the interest of such of the vendors who are lessors in this block be more than the said purchase-money, then the said purchase-money shall be increased by such a sum as shall be necessary to make good the deficiency. And the said Maori Land Board of the Waikato-Maniapoto Maori Land District be and it is hereby empowered to execute, as the agent of the Native owners, in the name of the Board, the said agreement and any instrument or instruments of alienation contemplated or provided for by the said agreement."

The resolution above quoted refers to No. 1F only, but it is on all-fours in respect to the resolutions of the remaining three subdivisions.

Counsel in support of the application urged that the question as to whether or not the owners agreed to pass the resolutions in favour of the proposed sales is hardly now relevant. The present proceedings are merely to place the proposed purchaser in such a position that he can buy if the Natives will sell. The matter, as placed before the Board, suggests that it is in the public interest that expensive litigation, now said to be pending between the lessee, the Natives, and the Government, should, if possible, be avoided, and it is urged that such can best be avoided by the fee-simple of the land being acquired by the proposed purchaser.

It has been made plain to us that the proposed purchaser is to be required to subdivide and road the land, and to place it upon the market within the period of three years in sections of a size such as will conform with the requirements of Part XII of the Native Land Act, 1909.

A draft agreement was submitted to the Board, the effect of which is such as to provide that if the resolutions proposed are passed by the owners the Board will transfer the land to the Public Trustee, who will, when directed by the Board, issue separate titles to Mr. Lewis's purchasers.

The present applications to the Governor in Council are therefore that the limitation provisions of Part XII shall be postponed for a period of three years. As a reason for this it was urged that the process of survey, roading, and subdivision is a difficult and expensive one, and that it is practically impossible to finance the project unless the block can first be brought into one ownership.

The Board, after consideration, decided that His Excellency the Governor in Council be recommended to issue the Order in Council asked for permitting the acquisition by Mr. Lewis of the whole of the areas comprised in the blocks named.

This recommendation is forwarded to you in compliance with Regulation 20 of the regulations relating to Native Land Boards in the Native Land Act, 1909.

I understand that Mr. C. P. Skerrett, acting on behalf of the Native owners, has communicated with the Hon. the Native Minister on the subject, under date 20th September, 1910. In his letter Mr. Skerrett goes somewhat fully into the circumstances leading up to the applications under notice.

W. H. B., President.

No. 26.

List of Proxies.

Block.	Owner.	Person appointed to act.	Date signed.
..	Taniora Wharauroa	Aterea te Ahiwaka	1/2/11
..	Ngawhakaheke	Wetini Paneta	1/2/11
1H	Hera Kiingi	Takerei Kiingi Wetere	4/1/11
1J	Hera Kiingi	Takerei Kiingi Wetere	4/1/11
1F	Hera Kiingi	Takerei Kiingi Wetere	4/1/11
1F	Mura Pekamu	Ratima Pekamu	16/2/11
1F	Ngatoa Pekamu	Ratima Pekamu	16/2/11
..	Te Oro Watihi	Tuiti Makitanara	1/2/11
..	Neha Kipa	Aterea Henare (Ngaia)	23/1/11
..	Rangitiatia te Wehi	Aterea Henare (Ngaia)	23/1/11
..	Ngahiraka	Maraku	21/1/11
..	Ngatoto te Wiata	Pairoroku Rikihana	17/2/11
..	Piria Papi	Pairoroku Rikihana	17/2/11
..	Tauhia te Wiata	Pairoroku Rikihana	9/3/11
..	Kimi Matenga	Pairoroku Rikihana	17/2/11
1F	Roka te Uwira	Pairoroku Rikihana	17/2/11
1F	Ngahoki Rawinia	Pairoroku Rikihana	17/2/11
1F	Ketetahi Parekarau	Takerei Kingi	10/3/11
1F	Ngahuia Tawhana	Pepene Eketone	2/3/11
1F	Hera Kiingi	Takerei Kingi	10/3/11
1F	Te Koro Wetere	Takerei Kingi	7/3/11
1F	Roha Rahiri	Takerei Kingi	7/3/11
1F	Huirangi Kirihahae (Wetere)	Takerei Kingi	6/3/11
1F	Koopa Ngatohu	Takerei Kingi	6/3/11
1F	Te Ruruku	Takerei Kingi	9/3/11
1F	Makereti Hinewai	Takerei Kingi	6/3/11
1F	Kahu Matawha	Takerei Kingi	16/2/11
1F	Takaharoa Tawhana	Pohe Tawhana	16/2/11
1F	Te Wairua Tumauako	Takerei Kingi	28/2/11
1F	Rangihuia Kingi	Pepene Eketone	14/2/11
1F	Rangiwaea	Pepene Eketone	14/2/11
1F	Te Mahuri Tawhana	Pepene Eketone	1/3/11
1F	Parehina Tawhana	Pepene Eketone	2/3/11
1F	Te Teira te Teira	Takerei Kingi	10/3/11
1F	Hinewai te Teira	Takerei Kingi	10/3/11
1F	Tiramate Wetere	Takerei Kingi	..
1F	Raiha Miroi	Takerei Kingi	..
1F	Piri Kohoihoi..	Takerei Kingi	6/3/11
1F	Marata Mano	Takerei Kingi	6/3/11
1H	Te Katoa te Katoa	Ratima Pekamu	16/2/11
1H	Marata Mano	Takerei Kingi	6/3/11
1H	Piri Kohoihoi..	Takerei Kingi	6/3/11
1H	Te Kaharoa Tawhana	Pohe Tawhana	16/2/11
1H	Rangiwaea	Pepene Eketone	14/2/11
1H	Parehina Tawhana	Pepene Eketone	2/3/11
1H	Hinewai te Teira	Takerei Kingi	..
1H	Ngahuia Tawhana	Pepene Eketone	2/3/11
1J	Te Wairua Tumanako	Takerei Kingi	28/2/11
1J	Tiramate Wetere	Takerei Kingi	..
1J	Ketetahi Parekarau	Takerei Kingi	10/3/11
..	Tatana te Awaroa	Niwha te Awa	1/2/11
1G	Piri Kohoihoi..	Takerei Kingi	6/3/11
1J	Rangihuia Kingi	Pepene Eketone	14/2/11
1J	Hera Kingi	Takerei Kingi	10/3/11
..	Pirikohoihoi	Waeono Kerei	1/2/11
1J	Roha Pahiri	Takerei Kingi	7/3/11
1J	Huiranga Kirihaehae	Takerei Kingi	6/3/11
1J	Pirikohoihoi	Takerei Kingi	6/3/11

No. 27.

CERTIFIED COPIES OF MINUTES *re* MOKAU-MOHAKATINO ON THE TWO OCCASIONS ON WHICH SAID BLOCK WAS BEFORE THE BOARD.

Extract from Waikato-Maniapoto District Maori Land Board's Minute-book, No. 5, page 262 et seq.

6/1/11. Mokau-Mohakatino 1F, 1G, 1H, and 1J: Application for recommendation under section 203 of the Native Land Act, 1909: Proposed purchaser—Herrman Lewis.

Mr. Dalziell: Mr. Lewis is the lessee of the four blocks. He desires to purchase the freehold from the Natives. He has negotiated with some of the principal owners in regard to the sale, and it is suggested that the whole area be sold to him for £25,000. The area can only be profitably utilized if dealt with in one block, and cut up and roaded and then disposed of in small sections. The subdivisional surveys and roading will be expensive, and will take some years to do. It is necessary that the consent of the Maori owners of each block (in terms of Part XVIII of the Native Land Act, 1909) be obtained to the proposed sale. The question of the allocation of the purchase-money is one for the consideration of the owners themselves. If the proposed sale is agreed to, Mr. Lewis will pay over the purchase-money immediately. If the owners will not sell, the lessee proposes to go on working the land under his lease. I understand that some of the owners dispute the validity of Lewis's leases, but these leases are on the Land Transfer Register, so that we maintain that they are good. If there is any invalidity the Natives may have a claim against the Government. The land can be more profitably worked as a freehold than as a leasehold, hence the present proceedings. The last Government valuation shows the land to be worth £32,000, but the owner's interest is worth less than that amount, owing to the existence of the lease: probably about £16,000 would represent the value of the owners' interest.

Mr. Dalziell then read a copy of his letter of the 17th December, 1910, to the President of the Board, setting out the position in regard to the land, which letter reads as follows:—

I enclose herewith application for an Order in Council under section 203 of the Native Land Act, 1909, in respect of Blocks 1F and 1G, Mokau-Mohakatino district. The applicant is the lessee of the blocks referred to in the application, and questions have been raised as to the validity of his leases by the Native owners of the said blocks, who claim that such leases should never have been placed upon the Land Transfer Register. Proceedings have been commenced on behalf of the said Native owners to have the said leases set aside, or in the alternative to obtain compensation from the Land Transfer Assurance Fund, and in the event of the leases being set aside it is plain that the lessee would have a claim upon the said fund for compensation. In order to determine the disputes referred to, the lessee is endeavouring to purchase the interests of the Native owners in the said lands, with the object of cutting up and disposing of the land in areas complying with the limitation provisions of Part XII of the Native Land Act. It is impracticable, however, to carry out this proposal unless the land is vested as a whole in the lessee, and it is accordingly suggested that he should be authorized to buy the Native owners' interest, conditionally, however, upon the same being transferred to your Board on the understanding that titles may only be called for by the lessee in accordance with Part XII of the Native Land Act. If this arrangement is carried out no claim can be made on the Assurance Fund, and the subdivision of the blocks into the areas prescribed by Part XII above referred to will be assured.

Mr. Skerrett: I act for the principal owners of the land, and desire to explain the position which I take up. These lands were leased between 1882 and 1889. The lease of No. 1F contained covenants *re* minerals and *re* the working of the land by the lessee. Rentals reserved by all the leases are very small. The owners obtained, through Pepene Eketone, an opinion from me in regard to these leases—that was in December, 1909. I then felt compelled to differ from the report of the Stout-Palmer Commission (G.–1I of 1909) except in one respect—*i.e.*, in regard to the opinion that the covenant *re* minerals was not valid. Mr. Jones and his assignees have paid £100 per year to the Natives in lieu of compliance with this covenant. The position is that the Supreme Court could compel the lessee to comply with this covenant, failing which it could cancel the lease. But the procedure is a very troublesome one. [Mr. Skerrett explained procedure to the Natives present.] I have advised Pepene that the other leases were wrongly put upon the Provisional Register, and that the lessors had either a claim for relief or for compensation from the Assurance Fund. The procedure necessary in this direction would also involve the Natives in very expensive litigation. I am of opinion that the best thing, in the interests of the Natives, is for the land to be sold at a fair price, but I refrain from expressing an opinion as to what *is* a fair price. But if the Natives are satisfied that the present offer is a fair one, I would advise them to sell and so save themselves expensive litigation. If the owners sell the land in small parcels they are bound by the provisions as to limitation of area contained in Part XII of the Act, and must themselves undertake subdivision and roading. Mr. Lewis will complete the payment of the purchase-money in three months, failing which the contract for sale, if entered into, will be void. The contract, of course, cannot be signed until an Order in Council has been issued, and the resolution to sell, if carried, is confirmed by the Board. When the Government had under consideration the purchase of the land, some six or seven months ago, a valuation of it was made. It is again to be valued. I am informed that the purchase-money offered will exceed the value of the interests of the lessors and non-lessors; but, if such should not prove to be the case, the purchase-money will be increased accordingly, so that the owners are assured of getting the full Government value. The owners also know that matters in connection with the block are further complicated by the claims of Mr. Joshua Jones. Mr. Jones is probably mistaken in his claims, but his continual agitation confuses the position so far as both the lessee and the owners are concerned. When Mr. Lewis has paid the purchase-money he is bound to subdivide the land and to dispose of it within three years. He cannot call for a transfer of it to himself, but only for a transfer of the separate sections to his purchasers. The Board will have power to extend this period of three years at its discretion, but if Mr. Lewis makes default in selling the land as provided, the Board will have power to sell, to deduct commission and expenses, and to pay over the balance to him. Some of the owners signed the leases to Mr. Jones; some did not. It will be necessary

for this matter to be gone into carefully. It may be that some of the non-lessors have received rent. The owners, at their meeting, should consider the question of the allocation of the purchase-money. Mr. Dalziell has asked me to explain that if the Supreme Court allows the lease of No. 1F to continue the lessee has to expend £3,000 per year in working the minerals and timber, and the owners will have to give up the additional £100 per year they now receive and get in its stead a royalty of 10 per cent. on the net profits, if any, arising from the working thereof. The annual expenditure of £3,000 would, of course, be a matter of great inconvenience to the lessee.

Mr. Dalziell formally asks for the Board's recommendation, and hands in for the Board's information a copy of a letter (dated 20th September, 1910) from Mr. Skerrett to the Hon. the Native Minister.

Board adjourned until 4 p.m., meetings of the assembled owners of the blocks concerned having been fixed for 2 o'clock.

Board again met at 4 p.m. and adjourned till 8 p.m., matters in connection with the meetings of owners not having reached finality.

8 p.m.—*Mr. Dalziell:* The meetings of owners have been held, but unanimity has not prevailed, and the meetings have been adjourned to a date to be fixed by the President. I would ask the Board to take into consideration the applications for its recommendations under section 203. Question as to whether or not the owners agree to pass the resolutions in favour of the case is hardly now relevant. Present proceedings are merely to place the proposed purchaser in such a position that he can buy if the Natives will sell. The matter, as placed before the Board, suggests that it is in the public interest that the expensive litigation pending between the lessee, Natives, and Government should, if possible, be avoided. The terms of the agreement suggested are such as to assure that the purposes of Part XII of the Native Land Act will be given effect to. All that is asked, therefore, is that the limitation provisions of Part XII shall be postponed for a short period. The reason for asking this is that the process of survey, roading, and subdivision is a difficult and expensive one, and it is practically impossible to finance it unless the block can be first brought into one ownership. I therefore suggest that it is in the interest of every one concerned that the desired Orders in Council should issue.

The Board, after consideration, decided to grant the recommendations asked for in each case.

(Certified as a correct extract from Board's minute-book.—JOHN HARVEY, Clerk, Native Department, Wellington.)

Extract from Waikato-Maniapoto District Maori Land Board's Minute-book, No. 6, page 48 et seq.

23/3/11. Mokau-Mohakatino No. 1F, 26,480 acres; Mokau-Mohakatino No. 1G, 2,969 acres; Mokau-Mohakatino No. 1H, 19,576 acres; Mokau-Mohakatino No. 1J, 4,260 acres.

Mr. Dalziell appeared and asked the Board to confirm resolutions passed by meetings of assembled owners of these blocks held yesterday. The resolution in regard to No. 1F was as follows: "That the proposal of Herrman Lewis be accepted—namely, that the Native owners should sell to him and he should purchase the above-mentioned piece of land, together with Subdivisions 1G, 1H, and 1J of the said Mokau-Mohakatino Block, and all the right, title, estate, and interest of the Native owners therein, for the total sum of £25,000 in cash and £2,500 in fully paid shares in the Mokau Land and Coal-mining Company (Limited), to be paid to the Native owners of such blocks in proportion to their respective interests therein, and so that the owners of each block shall receive the same proportion of the said sums of £25,000 and £2,500 as the Government valuation of the owners' interest in such block bears to the total of the Government valuation of the owners' interest in the whole of the said four blocks, and so also that each of the Native owners in each block shall receive in cash not less than the Government valuation of his interest in such block; and, further, that the Maori Land Board of the Waikato-Maniapoto Maori Land District be and is hereby empowered to execute, as the agent of the Native owners, in the name of the Board, an agreement for sale of the said lands to the said Herrman Lewis, his executors, administrators, and assigns, at the said price, such agreement to contain all such terms as the said Board shall deem fit, including a power to the said Board to execute all such instruments of alienation as may be reasonably required for the purpose of carrying out the terms of such agreement."

Similar resolutions had been carried simultaneously in regard to Subdivisions 1G, 1H, and 1J. The owners have unanimously resolved to sell the whole of their interests in these four blocks for the sum of £25,000 in cash and £2,500 worth of fully-paid-up £10 shares in the Mokau Land and Coal-mining Company (Limited), which company is buying out Lewis.

The resolutions recite, in effect, that the basis of distribution of the purchase-money shall be the Government valuation of the owners' interest, with a reservation that each owner shall receive an amount not less than the Government valuation of his particular interest. The question of price that is to be paid for each block and to each owner is therefore purely a matter of calculation.

With regard to Subdivisions 1F and 1H, all the owners have signed leases, while in the case of 1G and 1J several of the owners have not signed. The Government valuation has been made upon the assumption that all the owners have signed the leases. So far, therefore, as the two last-named blocks are concerned, there must be added to the valuation of the owners' interest the same proportion of the Government valuation of the lessee's interest as the interest of the lessors should, if not assigned, bear to the total interest of all the owners.

The resolution provided that the sum to be paid to the Natives in cash shall be not less than the Government valuation of the owners' interest. The distribution of cash and shares is made upon similar bases. As between the owners of 1G and 1H, the owners who have not signed the leases will receive an additional sum, by virtue of the fact that they are non-lessors, to compensate them for the

proportion of the value wrongly credited to the lessee in the assessment contained in the Government valuation. I have worked out calculations, and will submit figures which I suggest should be a basis for distribution of the purchase-money.

In regard to the question of terms on which the agreement is based, I may say that an Order in Council has been signed and will be gazetted this morning. The Order in Council has been issued under section 203 of the Native Land Act, 1909, and has the effect of permitting Lewis, as lessee, to purchase the whole area notwithstanding the limitations contained in Part XII of the Act.

On behalf of the lessor I have undertaken the arrangement embodied in the agreement—namely, that he shall within three years, or within such further time as the Board may grant, subdivide and sell the land in such areas as will conform to the limitations contained in Part XII above referred to. In order that this provision may be enforced we desire that the Board shall, as agent of the owners, under subsection (6) of section 356 of the Act, execute an agreement for sale, which agreement it is proposed shall provide that the land shall be transferred, personally and not impersonally, to Mr. W. H. Bowler in trust to enforce the provisions as to subdivision, and, subject to that provision, in trust for the purchaser. The agreement further provides that the fee-simple of these blocks shall be sold to Herrman Lewis for £25,000 and £2,500 worth of shares, the purchase-money to be payable and the shares to be transferred within three months; that, on payment of the cash and allotment of the shares, the land shall be transferred to Mr. Bowler, on the understanding that, as it is cut up and sold, he will execute transfers to the respective purchasers, and that if it is not sold within the prescribed or extended period referred to in the agreement, the Board will have power to strictly enforce the rights conferred upon it thereby, and may proceed to deal with the area in the same manner as though it were Native land vested in the Board in pursuance of the provisions of Part XIV of the Native Land Act, 1909.

To protect Mr. Bowler's own position it is intended that provision shall be made that before the transfer is executed the purchaser (Lewis) shall enter into a deed of covenant, prepared at his expense, and approved by myself, indemnifying the former from any obligations under the trust. The agreement further provides that the Board and the purchaser may appoint a person in place of Mr. Bowler for the holding of the title, in which case the latter will undertake to transfer the land to such person when required to do so.

It may be necessary to give security against this land for purposes of finance in order to enable roading, surveys, &c., to be undertaken, and the agreement contains provision enabling this to be done, and for roads to be dedicated, so long as the requirements do not in any way defeat the terms of the trust in which the land is held for subdivision and sale.

A further provision is embodied in the agreement to the effect that if details of the agreement are found not to work satisfactorily the Board and the purchaser may modify the terms of the agreement so long as the modifications are consistent with the terms of the resolutions passed by the meetings of assembled owners.

The President intimated that he had received a letter from Mr. Joshua Jones, of Mokau, notifying him that he (Mr. Jones) considered that he had rights in respect of this land, and referring to recommendations made by Select Committees of both Houses of the General Assembly.

Mr. Dalziell, in reply, stated that Mr. Jones's position was as follows: He was the original lessee of the blocks. His leases had been mortgaged to Flower, who had foreclosed, and the leases were now vested in Lewis. They were registered on the Provisional Register under the Land Transfer Act. Jones had taken steps in the Supreme Court to prevent Lewis from dealing with these leases on the ground that he (Jones) was equitably entitled to the leases, but the full Court had decided that Jones had no interest whatever in the leases.

In regard to any recommendations made by Committees of both Houses, Mr. Dalziell pointed out that if the recommendations alleged to have been made had been made the Government had given an indication of its view of the position by issuing an Order in Council permitting Mr. Lewis to acquire, as lessee, the fee-simple of the land.

In reply to a question by the President as to what effect the resolutions to sell, if confirmed by the Board, would have on any litigous rights which Mr. Jones might have in regard to his leases, Mr. Dalziell stated that the leases would not merge in the freehold unless Lewis was equitably entitled. He was prepared to take confirmation on the understanding that the action of the Board does not in any way prejudice any claims that Mr. Jones may have against Mr. Lewis in regard to the leases.

On the subject of other lands, valuations, &c., Mr. Dalziell intimated that valuations had been made, and he will immediately be able to supply particulars of same. He also hoped within the course of a day or two to be able to supply a detailed list showing other lands of each of the Native owners, and asked that a decision be given by the Board conditionally upon his statement being verified to the effect that the Order in Council under section 203 of the Act of 1909 had been issued, and that the Natives would not, by virtue of the alienations, be rendered landless within the meaning of the Act.

Extract from same Book, page 54.

Mr. Dalziell: I hand in list showing the other lands of the owners, so far as we have been able to ascertain. Except in case of Ngarongo Mate, I will be able to supply information as to the other lands of all the owners within fourteen days. (Afterwards stated that Ngarongo has a large interest in Pukenui 2D No. 7.)

Board decided to confirm resolutions in each case—agreement not to be signed until certified list of other lands produced and Order in Council under section 203, 1909, gazetted.

(Certified as a correct extract from Board's minute-book.—W. H. BOWLER, President, 24/8/11.—JOHN HARVEY, Clerk, Native Department, Wellington.)

No. 28.

Native Department, Wellington, 26th April, 1911.

Memorandum for the President, Waikato-Maniapoto District Maori Land Board, Auckland.

Mokau-Mohakatino Block.

HEREWITH I return you the draft copy of agreement forwarded to me on the 25th ultimo. In connection therewith I have no further suggestions to make. The file has, under instructions from the Hon. the Native Minister, been before the Solicitor-General, particularly as to the fee-simple being transferred to yourself in place of the Public Trustee. He (the Solicitor-General) sees no objection to your holding the land under the conditions set out in the trust. One thing, however, seems to me necessary—that is, that some remuneration should be paid by the company to the person holding that position. Under the Civil Service Regulations clause 4 makes the President responsible, but this must be considered as the Board, as no doubt the President has been selected owing to the difficulties of the Board accepting a trust which they could only do in an official position. Therefore, the remuneration should be a credit for the Board's work, and I am sure the Government would fully recognize the additional responsibility placed upon the President over the transaction. Cabinet would also probably view the position favourably and reimburse the officer accordingly. What the amount should be fixed at is somewhat difficult to assess, but as all direct expenses, travelling, &c., would no doubt be charged to the block, an amount of, say, £75 or £100 per annum might be considered equitable. However, this is a matter which you could discuss with the company so that the position may be defined before final acceptance. I quite understand that proceedings would work more smoothly if the Board had actual control of the trust, which, although it is vested, as I said before, in the President, it is only in the nominal sense as leader of the Board. The only reason I am against the position is that if litigation should occur in any way it would cause a considerable amount of trouble to an officer who would have no pecuniary benefit in the proceedings. However, you have had a fair insight into the dealings generally, and, although the Hon. the Native Minister has not yet had the Solicitor-General's opinion before him, I anticipate no objection from him as to the carrying-out of the proposals.

I am returning the copy of the agreement you forwarded me, and if the matter is completed it would be advisable that a copy of each agreement be sent to this office for record. When I sent you the telegram on the 20th the file was with the Solicitor-General, who, I understood, saw no objection to Mokau-Mohakatino proposal. I note the opinion on the file since returned reads, "I see no objection to the appointment of Mr. Bowler as trustee." I will place the position before the Minister on the first opportunity. No doubt you will take the necessary action to see that you are fully indemnified in case litigation should follow in connection herewith.

THOS. W. FISHER, Under-Secretary.

Office of the Waikato-Maniapoto District Maori Land Board,
Auckland, 25th March, 1911.

Memorandum for the Under-Secretary, Native Department, Wellington.

Mokau-Mohakatino Blocks 1F, 1G, 1H, 1J.

I HAVE to report that at the recent meeting of the Board, which concluded yesterday, it was decided to confirm the resolutions passed by the meetings of assembled owners in regard to the proposed sale to Mr. Lewis. The confirmation is, of course, subject to the purchaser's solicitors being able to produce satisfactory evidence as to the other lands of the Native owners, and also as to the Order in Council now being issued under section 203/09. I enclose a copy of the agreement to be executed in the case of one of the blocks. This will serve to indicate the nature of the arrangements proposed in regard to the land. The agreements in regard to the other three blocks are identical in form. I have been carefully through the agreements, and in their present form cannot see that any amendment is required, but you may probably consider some alteration necessary, in which case I shall welcome any suggestion. Matters in regard to the Mokau Estate are thus approaching finality, but I am afraid that a good deal of detail work, both on my own part and on the part of the Board, will require to be performed before this consummation is reached. W. H. B., President.

No. 29.

AGREEMENT between the WAIKATO-MANIAPOTO LAND BOARD and MR. HERRMAN LEWIS.

AN AGREEMENT made this eleventh day of April one thousand nine hundred and eleven between the Maori Land Board of the Waikato-Maniapoto Land District (hereinafter called "the Board") as agent for the Native owners hereinafter referred to of the one part and Herrman Lewis of the City of Wellington settler (hereinafter called "the purchaser") of the other part

Whereas at a meeting of the Native owners of Subdivision Number 1F of the Mokau-Mohakatino Block in the Provincial District of Taranaki containing twenty-six thousand four hundred and eighty acres more or less assembled under the provisions of Part XVIII of the Native Land Act 1909 (hereinafter called "the Act") at Te Kuiti on the twenty-second day of March one thousand nine hundred and eleven such Native owners (hereinafter save when the context requires a different construction together with their successors and assigns referred to as "the said Native owners") resolved as follows namely "That the proposal of Herrman Lewis be accepted namely that the Native owners should sell to him

" and he should purchase the above-mentioned piece of land together with Subdivisions 1G 1H and " 1J of the said Mokau-Mohakatino Block and all the right title estate and interest of the Native owners " therein for the total sum of £25,000 in cash and £2,500 in fully-paid-up shares in the Mokau Coal and " Estates Company (Limited) to be paid to the Native owners of such blocks in proportion to their " respective interests therein and so that the owners of each block shall receive the same proportion " of the said sums of £25,000 and £2,500 as the Government valuation of the owners' interest in such " block bears to the total of the Government valuation of the owners' interest in the whole of the said " four blocks and so also that each of the Native owners of each block shall receive in cash not less than " the Government valuation of his interest in such block And further that the Maori Land Board " of the Waikato-Maniapoto Maori Land District be and it is hereby empowered to execute as the agent " of the Native owners in the name of the Board an agreement for sale of the said lands to the said " Herrman Lewis his executors administrators and assigns at the said price such agreement to contain " all such terms as to the said Board shall seem fit including a power to the said Board to execute all " such instruments of alienation as may be reasonably required for the purpose of carrying out the " terms of such agreement " And whereas the Board has subsequently to the passing of the said resolution confirmed the said resolution by confirmation in writing under the seal of the Board executed at a meeting of the Board held at Auckland on the twenty-fourth day of March one thousand nine hundred and eleven has in pursuance of section 356 (6) of the Act become the agent of the Native owners for the time being to execute and is duly authorized to execute as such agent in the name of the Board an instrument of alienation in accordance with the terms of the said resolution as confirmed Now it is hereby agreed by and between the parties hereto as follows

1. It is hereby declared that this agreement or instrument of alienation is executed by the Board as agent for the Native owners and pursuant to the statutory authority conferred upon it by Part XVIII of the Act and of all other statutory authorities it thereunto empowering

2. The Board shall sell and the purchaser shall purchase all that piece or parcel of land containing twenty-six thousand four hundred and eighty acres (26480 acres) more or less being Block Number 1F Mokau-Mohakatino Block the whole of the land comprised in Provisional Register Volume 11 folio 699 Taranaki and also all the right title estate and interest of the Native owners therein for the price specified in the resolution above referred to

3. The said purchase-money in cash shall be paid by the purchaser to the Board in one sum and the said fully-paid-up shares shall be allotted to the Board within three calendar months from the day of the date of these presents (time in this respect being strictly of the essence of the contract)

4. If the purchaser shall fail to pay the said purchase-money and allot the said shares within the said period of three calendar months (time being in this respect strictly of the essence of the contract) then and in such case the Board may cancel and determine this agreement without prejudice to any liability theretofore incurred by the purchaser and the purchaser shall be liable to pay to the Board on behalf of the Native owners or to the Native owners as the case may be all costs and expenses incurred by them in connection with this agreement and the sale hereby agreed upon together with such damages as may be sustained or recoverable by the Native owners As the Native owners dispute the validity of the lease of the said land to Joshua Jones appearing on the said Provisional Register and also alternatively claim to be entitled to re-enter and determine the same which right the purchaser disputes it is expressly agreed and declared that in the event of the Board cancelling and determining this agreement pursuant to this provision then and in such case nothing herein contained shall be deemed to affect the existing rights or liabilities (if any) of the Native owners or the purchaser in reference to the said lease or to be an admission by the Native owners of the validity or existence of the said lease or any waiver of any right which may exist in the Native owners to re-enter upon the said lands or to affect or prejudice the right (if any) of the Native owners to dispute the validity of such lease or to re-enter upon the said lands or to determine the said lease or any other right or remedy which the Native owners or the purchaser may now possess all which rights or remedies shall subsist and may be prosecuted in the same manner and as fully as if these presents had never been executed

5. Upon payment of the purchase-money in accordance with the provisions of paragraph 3 hereof the Board shall forthwith transfer the fee-simple of the said land to Walter Harry Bowler the President of the Board to hold the same upon the trusts following namely

(*a*) Upon trust for the Board to enable the Board to execute and perform and carry out all and singular the trusts and purposes hereinafter expressed

(*b*) Upon trust at the request and by the direction of the Board to execute such assurances and transfers of the fee-simple of the said lands and any parts or part thereof as may be necessary to execute perform and carry out the trusts and purposes expressed in paragraphs 7 8 9 and 10 hereof or otherwise in this agreement

(*c*) Upon trust in the event of the Board being unable to execute and perform such trusts and purposes or any of them then himself to execute or perform in the same degree and manner as if such trusts and purposes had been originally vested in and conferred upon him

(*d*) Subject to the aforesaid trusts purposes and provisions upon trust for the purchaser and so that the said Walter Harry Bowler shall at the request and at the expense in all things of the purchaser execute all such mortgages and other charges deeds of dedication and other instruments of alienation of any kind which the purchaser shall require him to execute and which are not inconsistent with the trusts referred to in paragraphs (*a*) (*b*) and (*c*) hereof

6. Upon payment of the purchase-money in accordance with the provisions of paragraph 3 aforesaid the purchaser shall become entitled to possession of and to the receipt of the rents and profits of the said land and as from the date when the said purchase-moneys should have been paid as aforesaid the purchaser shall pay interest on the same at the rate of five pounds per centum per annum and as from that date rent and outgoings shall be apportioned as between the purchaser and the Board as agent for the Native owners

7. The purchaser shall forthwith after payment of the said purchase-money take steps to subdivide the said land for sale and shall use his best endeavours to sell the same in areas not exceeding the limits prescribed by Part XII of the Act within three years from the date of this agreement or such extended time as may under the provisions in that behalf hereinafter contained be granted by the Board

8. On payment of the said purchase-money and upon the purchaser effecting a sale of each subdivision of the said land in accordance with the provisions of the last preceding paragraph to a purchaser who at the date of the transfer or assurance hereinafter mentioned was not prohibited under Part XII of the Act or otherwise from acquiring such subdivision the Board shall at the request and at the cost of the purchaser direct and procure the said Walter Harry Bowler to execute to the purchaser or to such derivative purchaser or purchasers as the purchaser shall in writing direct (the purchaser or such derivative purchaser or purchasers not being then prohibited under Part XII aforesaid or otherwise from acquiring such subdivision) an effectual transfer or assurance of each subdivision so sold as may be necessary to vest the fee-simple of the same in the purchaser thereof or his nominee or nominees appointee or appointees And it is expressly agreed that the purchaser shall not be entitled to call for a transfer or assurance of the said land or any part thereof except upon the sale thereof in subdivisions in accordance with the provisions of paragraph 7 hereof

9. If within the period of three years from the date hereof or within such extended time or times as may under the provisions in that behalf hereinafter contained be granted by the Board the whole of the said land shall not have been sold in subdivisions and transferred by the Board to the purchaser or a derivative purchaser or derivative purchasers thereof in accordance with the provisions of paragraphs 7 and 8 hereof then and in such case the right of the purchaser to require further transfers and assurances of the part or parts of the said land not theretofore sold and transferred in accordance with the provisions of paragraphs 7 and 8 hereof (hereinafter referred to as " the unsold lands ") shall subject to and without prejudice to the provisions of the next succeeding paragraph hereof absolutely cease and determine And thereupon it is expressly agreed and declared that the said Walter Harry Bowler shall hold and stand possessed of the unsold land upon trust for the Board to enable the Board to execute the trusts and purposes following

(*a*) To sell the fee-simple thereof in the same manner and with the same powers and authorities as if the same had been vested in the Board wholly for sale under Part XIV of the Act and as if the powers of sale contained in Part XIV aforesaid were in all respects applicable to and exercisable by the Board with respect to the unsold land except that the provisions of sections 250 251 and 254 of the Act shall not be applicable to the unsold land or the sale thereof

(*b*) Pending the sale of the unsold land the Board may grant leases or grazing rights over the same or any part thereof on such terms as it shall think proper

(*c*) The moneys received by the Board from the sale or otherwise in respect of the unsold land shall be held by the Board in trust

(1) To pay all rates taxes and other outgoings payable by the Board in respect of the unsold land or any part or parts thereof

(2) To pay and retain all costs and expenses of every nature and kind (including and without derogating from the preceding generality all survey fees cost of road formation and construction advertising and other proper charges) and also a commission of two pounds ten shillings per centum on all moneys coming into the hands of the Board

(3) To pay the residue of the said moneys from time to time to the purchaser

10. At any time within or after the expiry of the aforesaid stipulated period of three years provided for by paragraphs 7 8 and 9 hereof or within or after the expiry of any extended time or times granted by the Board pursuant to the provisions of this present paragraph the purchaser may from time to time apply to the Board for an extension of the said period of three years or of any such extended time or times and if the purchaser shall satisfy the Board that the sale of the said lands in subdivisions cannot without any neglect or want of diligence and expedition on the part of the purchaser be completed at reasonable prices within the period stipulated or any extension thereof then the Board shall grant to the purchaser a reasonable extension or extensions of the said stipulated period

11. In case any dispute shall arise between the Board or the said Walter Harry Bowler and the purchaser touching the grant or refusal by the Board of any application by the purchaser for an extension of the said stipulated time or as to the determination in any manner of any such application or touching the construction meaning or effect of these presents or as to any matter arising under subclause (*d*) of clause 5 hereof or any other act matter or thing to be done under these presents then such dispute or question shall be determined by a Judge of the Supreme Court on an application to him by either party by way of originating summons or other suitable procedure And it is hereby agreed that the order decision and determination of such Judge shall be final and binding on and shall be followed and given effect to by the parties hereto But the costs of the Board and the said Walter Harry Bowler in any such proceeding or relating thereto shall be borne and paid by the purchaser

12. The land the subject of this agreement shall be taken subject to all rights of road and other easements created in or subsisting over the said land whether known or unknown to the purchaser If the purchaser can arrange with the Crown he may purchase under this agreement the interests (if any) of the Native owners (without further pecuniary consideration) in all lands cut off or reserved to discharge survey liens and in such case the purchaser shall pay and discharge all such survey liens and indemnify the Native owners therefrom And the purchaser shall accept the Native owners' existing Land Transfer title to the said land and shall not make any requisition in respect of the same

13. It is hereby expressly declared that in the construction of these presents the benefit and burden of all the provisions of these presents shall enure for the benefit of and pass to devolve upon and bind the executors administrators and assigns of the purchaser and the successors and assigns of the Board and of the Native owners as the case may be

14. The purchaser shall at his own expense before the said land shall be transferred to the said Walter Harry Bowler enter into such deed of indemnity as may be required by the said Walter Harry Bowler protecting him from all liability on account of his acceptance of such transfer and any acts he may do as the registered owner of the said lands

15. The parties hereto may at any time modify by agreement in writing any of the terms of this agreement so long as such modification shall be consistent with the terms of the said resolution and they may also from time to time select some one to hold the title to the said land in place of the said Walter Harry Bowler.

As witness the execution hereof the day and year first before written

The common seal of the Maori Land Board of the Waikato-Maniapoto Maori Land District was hereunto affixed in the presence of [SEAL]

W. H. BOWLER President
J. W. W. SEYMOUR Member of the Board

Signed by the said Herrman Lewis in the presence of HERRMAN LEWIS

R. W. WATSON Wellington

[A similar agreement was entered into with regard to each of the other blocks—viz., Mokau-Mohakatino 1G, Mokau-Mohakatino 1H, Mokau-Mohakatino 1J.]

No. 30.

EXACT DATE ON WHICH HERRMAN LEWIS PAID £25,000.

20th May, 1911.

W. H. BOWLER.
1/9/11.

No. 31.

THE MOKAU NATIVES TO BELL, GULLY, BELL, AND MYERS.

1910.	Re *Mokau Block.*	£ s. d.	£ s. d.
Dec. 12.	Attending Tuiti Macdonald and one of Native owners, conferring when we received copy of report of Native Commission		1 1 0
	Instructions for opinion generally as to course to be adopted by Natives, particularly having regard to the refusal of the Native Land Court to consider question of partition		2 2 0
13.	Perusing and considering report of Native Land Commission		
	Telegram to Tuiti Macdonald for further information required and to come to Wellington to confer further		0 5 0
	Paid	0 0 10	
20.	Conferences (two) with Tuiti when he instructed us on questions to be raised and to prepare written opinion of Mr. H. D. Bell, perusing Report of Native Land Commission, G.–1I, 1909, and advising generally		3 3 0
22.	Attending Tuiti Macdonald conferring		0 10 6
	Opinion of Mr. H. D. Bell, K.C., on matters submitted		10 10 0
	Engrossing two copies same (30 folios each)		1 10 0
1911.			
Jan. 10.	Telegram from Mr. Hardy that he is coming to Wellington to interview us and perusing same		1 1 0
	Attending Tuiti in special conference discussing position and appointment for interview with delegates to-morrow morning		
11.	Long conference with you, Mr. Hardy, and Natives (engaged all morning)		
	Instructions to commence actions and take other steps		12 12 0
	Again attending you, Mr. Hardy, and Natives in conference in the afternoon		

1910.	Re *Mokau Block*—continued.	£ s. d.	£ s. d.
	Letter to our New Plymouth agents to search titles and obtain copies of leases, &c.		0 5 1
	Attending Mr. Dalziell (Mr. Lewis's solicitor), conferring hereon, and obtained from him copies of some leases		0 10 6
	Perusing and considering same		2 2 0
12.	Further long conference with Tuiti and Mr. Hardy when further instructions given to us		2 2 0
13.	Attending Mr. Dalziell on these cases generally and conferring and obtaining information as to title		1 1 0
	Drawing notice of breach of covenant to be sent to lessee.. Engrossing six copies same (14 folios each) Drawing five warrants to sue.. Engrossing three copies of each Drawing authority appointing agents to instruct solicitors, &c. Engrossing three copies same..		5 5 0
	Attending Natives and Mr. Hardy in conference..		1 1 0
	Letter to President of Board for convenient date for meeting		0 5 0
14.	Attending on receipt of and perusing telegram from New Plymouth agents as to leases		0 6 8
	Telegram to them as to what is required		0 5 0
	Paid	0 0 9	
17.	Further telegram to them to forward copies, titles, and note of lien ..		0 5 0
	Paid	0 0 10	
18.	Attending Mr. Dalziell conferring as to position		0 10 6
	Attending Mr. Algar Williams, who inquired as to security on Mokau held by Messrs. Barr, Leary, and Co.		0 6 8
26.	Attending on receipt of letter from Messrs. Roy and Nicholson with voluminous copies of documents and perusing same Letter to them acknowledging same		0 6 8
	Messrs. Roy and Nicholson's charges (annexed)	46 19 0	
	Carefully going through all documents and collecting same in order (engaged long time)		10 10 0
28.	Attending Mr. Dalziell as to fixture of date for meeting of assembled owners, and conferring with him generally on several points		1 1 0
30.	Attending Mr. H. F. Johnston (junior counsel), handing him papers and explaning position and instructing him fully		1 1 0
31.	Conference with Mr. Johnston hereon		1 1 0
Feb. 3.	Attending on receipt of letter from New Plymouth agents with copies of all documents relating to Block 1F and perusing same Letter to them acknowledging same		0 6 8
	Perusing and considering same		2 2 0
6.	Attending on receipt of letter from Natives hereon Copy same for Mr. Hardy Letter to him therewith		0 6 8
7.	Attending Mr. Morison in conference and arranged with him to act with Mr. H. D. Bell in these cases		1 1 0
	Paid Mr. Morison retainer	2 2 0	
17.	Attending Messrs. Findlay and Co., who informed us that 10th March, being convenient to counsel as the date for holding the adjourned meeting of owners, would be fixed accordingly by Board, if Natives agreed, and arranged we should communicate with our Natives		0 6 8
	Telegram to Mr. Hardy accordingly, and asking him to have Natives seen and communicate result to us		0 5 0
	Paid	0 1 6	
20.	Telegram to him as to adjournment until 10th March		0 5 0
	Paid	0 1 0	
Mar. 6.	Attending on receipt of telegram from Mr. Hardy that Natives wished meeting postponed from 10th till 14th March Attending Mr. Dalziell, conferring thereon, when he agreed to telegraph his clients to-day and inform us to-morrow Long telegram to Mr. Hardy thereon		1 1 0
	Paid	0 2 10	
7.	Attending Mr. Dalziell when he stated that his clients would not consent to adjournment		0 6 8
	Telegram to Mr. Hardy thereon		0 5 0
	Paid	0 2 6	
	Telegram to President of Maniapoto Board as to adjournment and hearing on 10th March		0 5 0
	Paid	0 2 8	
	Attending on receipt of and perusing telegram from Mr. Hardy		0 6 8
8.	Telegram to him in reply		
	Paid	0 2 0	

1910.	Re *Mokau Block*—continued.	£ s. d.	£ s. d.
	Further telegram to him as to Mr. Bell going to Te Kuiti	..	0 5 0
	Paid	0 1 0	
	Attending on receipt of and perusing telegram from him that Mr. Bell need not attend Telegram to him in reply	..	0 6 8
	Paid	0 1 0	
	Telegram to Mr. Lewis thereon	..	0 5 0
	Paid	0 0 10	
	Attending on receipt of and perusing telegram from Mr. Hardy Telegram to him that Mr. Bell will not go up	..	0 6 8
	Paid	0 0 8	
9.	Telegram to Mr. Dalziell (at Te Kuiti) hereon	..	0 5 0
	Paid	0 2 4	
10.	Attending on receipt of and perusing telegram from him ..	..	0 3 4
	Telegram from Mr. Hardy that matter settled and to send costs ..	..	..
	Mr. Johnston's fee	2 2 0	
		£52 3 9	69 8 7
	Disbursements	..	52 3 9
			£121 12 4
	Cr. by cash on account	..	100 0 0
	(Paid la -22/7/11)	..	£21 12 4

Examined.—Bell, Gully, Bell, and Myers.—Wellington, 29th March, 1911.

Messrs. Bell, Gully, Bell, and Myers, Solicitors, Wellington, to Roy and Nicholson, Solicitors, New Plymouth.

1911. *Mokau.*

		£ s. d.
Jan.	To our costs for attendances at Land Transfer Office and making copies of provisional titles and dealings registered against same (engaged daily from 13th January to 1st February)	46 4 0
	Paid search-fees, 12s.; telegrams and postages, 3s.	0 15 0
		£46 19 0

Examined.—Roy and Nicholson.—New Plymouth, 25th March, 1911.

No. 32.

[Telegram.]

E. H. Hardy, Te Kuiti. Wellington.

. . . . Do you wish me to come up in time for clear day before meeting? I think sufficient if I arrive morning meeting and see Natives after meeting. H. D. Bell.

[Telegram.]

Bell, Myers, Wellington. 7th March, 1911.

Macdonald says impossible to adjourn. Has evidently settled his plans. I will not proceed with adjournment application. Will ascertain Macdonald's view *re* your attendance and report.

Hardy.

[Telegram.]

Tuiti Macdonald, Kuputaroa. Te Kuiti, 7th March, 1911.

Money wired. Case stands for tenth. Do you require Bell's attendance here? Hardy.

[Telegram (phoned).]

E. Hardy, Te Kuiti. Koputaroa.

Mr. Bell not required. Will arrive Thursday morning. Tuiti Macdonald.

(Received 8/3/11, after closing of Post Office, 7th inst.)

[Telegram.]

Bell, Myers, Wellington. 8th March, 1911.

Macdonald advises not necessary for you to come. Hardy.

[TELEGRAM.]

E. H. Hardy, Te Kuiti. Wellington.
WILL you kindly arrange for bedrooms somewhere for self and T. W. Lewis. Arriving together Te Kuiti, Friday, 2 a.m., and leaving again Saturday morning. Please reply to-day where, so that we may go there on arrival. H. D. BELL.

[TELEGRAM.]

Bell, Myers, Wellington. 8th March, 1911.
HAVE provided excellent accommodation for both at King's Hotel Grand. HARDY.

[TELEGRAM.]

E. H. Hardy, Te Kuiti. Wellington, 8th March, 1911.
THANKS for telegram about rooms; but await your reply whether you consent my not going. Much prefer stay Wellington. BELL.

[TELEGRAM.]

E. H. Hardy, Te Kuiti. Wellington.
SHALL be greatly relieved if you consider my attendance meeting unnecessary. Please reply to-day whether you agree with Macdonald. H. D. BELL.

[TELEGRAM.]

Bell, Myers, Wellington. 8th March, 1911.
YOU need not come. Will Lewis be coming? HARDY.

[TELEGRAM.]

E. H. Hardy, Te Kuiti. Wellington.
NEITHER Mr. Lewis nor I will come. H. D. BELL.

No. 33.

IN consideration of the within-mentioned Herrman Lewis granting certain extended time for the completion of the within-recited option, and in consideration of the said Herrman Lewis agreeing to hand over to the company all offers, options, and other documents relating to the property, we, the vendors, agree to the issue by the company to Thomas Mason Chambers an additional 400 shares of the nominal value of £10 fully paid up, to be held by the said T. M. Chambers until the completion by the said Herrman Lewis of his undertaking aforesaid.

Dated 9th February, 1911. C. A. LOUGHNAN.
MASON CHAMBERS.

MEMORANDUM OF AGREEMENT made this twenty-seventh day of January, one thousand nine hundred and eleven, between Thomas Mason Chambers, of Havelock North, sheep-farmer, of the one part (hereinafter, together with his executors, administrators, and assigns, except where the context requires a different construction, referred to and included in the term "the first vendor") of the first part, James Alexander Fraser, of Ashhurst, sheep-farmer (hereinafter, together with his executors, administrators, and assigns, except where the context requires a different construction, referred to and included in the term "the second vendor") of the second part, and John Moore Johnstone, of Palmerston North, commission agent, and David White, of Hastings, commission agent (hereinafter, together with their and each of their executors, administrators, and assigns, except where the context requires a different construction, collectively referred to and included in the term "the purchasers") of the third part: Whereas the first vendor is under covenant with one Herrman Lewis to purchase from the said Herrman Lewis the freehold or alternatively the leasehold interest of the said Herrman Lewis now or at any time hereafter to be acquired of and in the pieces or parcels of land mentioned and described in the First Schedule hereto in terms specially set out in memorandum of agreement bearing date the twenty-seventh day of January, one thousand nine hundred and eleven: And whereas the said James Alexander Fraser is the holder of an option to purchase from one George Herbert Stubbs, of Waitara, coal-mine proprietor, all that the leasehold interests of the said George Herbert Stubbs in the pieces or parcels of land more particularly mentioned in the Second Schedule hereto, together with all those the other property real and personal, including the colliery and business of the said George Herbert Stubbs, in such Second Schedule more fully set out and described, but subject to certain subleases therein mentioned: And whereas the said James Alexander Fraser is also the holder of an option to purchase the steamers, machinery, business, and going concern mentioned and described in the Third Schedule hereto: Now this memorandum witnesseth that they the first and second vendors do hereby severally agree to sell and the purchasers do hereby agree to purchase all those the several pieces or parcels of land and the properties more specifically mentioned in the said First, Second, and Third Schedules hereto, upon the terms and conditions following, that is to say—

(1.) The several purchasing-prices for the said properties shall be as follows:—

(*a.*) The price for the freehold of the said piece or parcel of land mentioned in the said First Schedule shall be the sum of eighty-one thousand pounds (£81,000).

(*b.*) The purchasing-price for the leasehold interests over the said piece or parcel of land mentioned in the said First Schedule shall be the sum of fifty-six thousand pounds (£56,000).

(*c.*) The purchasing-price to be paid for the property mentioned and described in the said Second Schedule shall be the sum of forty-five thousand pounds (£45,000).

(*d.*) The purchasing-price to be paid for the property mentioned and described in the said Third Schedule shall be the sum of seven thousand five hundred pounds (£7,500).

(2.) The said several purchase-money in respect of the several properties shall be payable to the first and second vendors separately in respect of their hereinbefore recited interests of and in the several properties mentioned and described in the said Schedules Numbers One, Two, and Three, and such purchase-money shall be payable to them respectively as follows:—

(*a.*) As to the purchase-money of the freehold of the land mentioned in the said First Schedule, thirty-one thousand part thereof shall be paid in cash on the dates hereinafter mentioned for completion of the purchase, forty thousand pounds part thereof shall be secured by mortgage to be executed by the purchasers or their assigns in manner hereinafter specified, and the balance, namely, the sum of ten thousand pounds, shall be paid by the allotment to the said first vendor of ten thousand pounds' worth of fully-paid-up shares in the nominal capital of the company hereafter to be floated by the purchasers in pursuance of provisions hereinafter contained.

(*b.*) As to the purchasing-money for the leasehold of the property mentioned in the said First Schedule twenty-three thousand part thereof shall be paid in cash on the date hereinafter specified for completion of the purchase, twenty-three thousand part thereof shall be secured by mortgage over such leasehold to be executed by the purchasers or their assigns in manner hereafter specified, and the balance thereof, namely, the sum of ten thousand pounds, shall be paid by the allotment to the first vendor of shares to the nominal value of ten thousand pounds fully paid up in the nominal capital of the said company.

(*c.*) As to the purchasing-price for the property mentioned in the Second Schedule hereto, twenty-five thousand pounds shall be paid in cash upon the date of completion of the said purchase hereinafter specified, fifteen thousand pounds shall be secured by mortgage over the said property to be executed by the purchasers or their assigns upon the terms and conditions in manner hereafter specified, and the balance of the said purchase-money, namely, the sum of five thousand pounds, shall be paid by the allotment of shares to the nominal value of five thousand pounds fully paid up in the nominal capital of the said company.

(*d.*) As to the property mentioned in the Third Schedule hereto, the whole price, namely, the sum of seven thousand five hundred pounds, shall be paid to the second vendor in cash upon the date hereinafter specified for the completion of the said purchase of the said property.

(3.) It is agreed and declared that the price specified for the purchase of the freehold land mentioned in the said First Schedule hereto, namely, the price of eighty-one thousand pounds, covers and includes the value of the leaseholds therein now existing and vested in the said Herrman Lewis, and the separate price of fifty-six thousand pounds mentioned in paragraph No. 2 (*b*) hereof is understood to be an alternative payment which shall become payable to the first vendor only in the event of his failing to make title to the freehold of and in the said piece or parcel of land.

(4.) In the event of the first vendor failing to make title to the freehold of the land mentioned and described in the First Schedule within three months from the date hereof, and in the event of the purchasers then electing to purchase the said leasehold interest under provisions of paragraph 3 hereof, then, in addition to the purchase-money hereinbefore specified to be paid in respect of such leasehold, the purchasers shall also pay in cash to the first vendor any money which he may have with the knowledge and consent of the purchasers paid to the Maori owners of the block on account or in part payment of the purchase-money for the freehold of the said land or any part thereof: Provided always that the said first vendor shall contemporaneously with such payment assign, transfer, and set over unto the purchasers all transfers, contracts, agreements, securities, and other documents held by him the said first vendor in respect of all or any of such payments made by him to the said Maori owners as aforesaid.

(5.) The purchasers shall have the right to complete the purchase of the properties severally described in the three Schedules hereto separately, but subject to the special condition following: In exercising the right to complete separately the purchasers shall not be entitled to sever any properties included in the same Schedules, but all property included in the same Schedule shall be taken over and treated as one undivisable lot and shall be paid for accordingly.

(*b.*) The property comprised in the Second Schedule must be taken over and paid for first; that is to say, it shall not be lawful for the purchasers to complete for any of the several properties mentioned in the First and Third Schedules until the property in the said Second Schedule is taken over and paid for. Thereafter purchasers may, as hereafter specified, exercise their right of completion in any order they may think fit.

(6.) The several dates upon which the said purchasers of the several properties mentioned in the several Schedules hereto shall be completed shall be as follows :—

(*a.*) As to the property mentioned in the Second Schedule the time for final completion shall be the second day of April, one thousand nine hundred and eleven.

(*b.*) As to the property mentioned in the Third Schedule the time for final completion shall be the second day of April, one thousand nine hundred and eleven.

(*c.*) As to the property mentioned in the Schedule No. 1 hereof, the time allowed for the completion shall be the first day of May, one thousand nine hundred and eleven.

(*d.*) Time shall in all matters included in the paragraph No. 6 be of the essence of the contract.

(7.) The purchasers jointly and severally covenant and agree with the first and second vendors as a separate covenant with each of them that they the purchasers shall and will within the periods hereinafter specified for the completion of the said several purchasers hereby witnessed do their utmost to float a company to be duly registered for the purpose of taking over this agreement and carrying out the obligations of the purchasers thereunder. The provisions following shall apply to the constitution of such company, that is to say :—

(*a.*) The name of the company shall be " The Mokau Coal and Estates Company (Limited)."

(*b.*) The company may be either a public or a private one, but it shall be registered under the provisions of the Companies Act as a company the liability of whose members is limited by shares.

(*c.*) For the purpose of entitling the company to purchase all the properties and undertakings included in all the Schedules hereto, including the freehold of the land mentioned in the First Schedule, the nominal capital value of such company, inclusive of the shares to be allotted to the vendors on account of the several purchase-moneys as aforesaid, shall not be less than one hundred thousand pounds, but such amount may be reduced to eighty-seven thousand pounds in the event of the alternative purchase of the leasehold interests of and in the property described in the First Schedule being completed instead of the purchase of the freehold interests in the said property, and such alternative amounts of one hundred thousand pounds or eighty-seven thousand pounds, as the case may be, shall, respectively, be fully subscribed before the vendors or either of them shall be called upon to accept the shares aforesaid or transfer their several properties to the company, except as hereafter is specially provided under subparagraph (*d*) hereof.

(*d.*) For the purpose of entitling the company to complete the purchase of the property mentioned and described in the Second Schedule separately, the nominal capital of the said company must be actually subscribed up to at least £35,000 ; thereafter to entitle the completion of the purchase of the properties mentioned in the First and Third Schedules or either of them the actual subscription to the nominal capital of the said company shall be increased as follows, that is to say : in respect of the freehold of the property mentioned in the said First Schedule, by £57,500, and alternatively in respect of the leasehold interests in such property by £43,500, and in respect of the property mentioned in the Third Schedule hereto by £7,500.

(*e.*) Should the vendors decide to reduce the amount of the subscriptions towards the nominal capital of the said company specified in subparagraphs (*c*) and (*d*) hereof or either of them, and of such decision shall notify the purchasers, then and in such case the amounts specified in the said subparagraphs (*c*) and (*d*) shall be reduced accordingly, and the said paragraphs shall be read as if such reduced amounts had been originally specified therein.

(8.) The purchasers shall not be entitled on the flotation of the said company to increase the prices specified in this agreement for the purchase of the various properties mentioned in the said Schedules, but shall hand over and assign to the said company the whole benefit of this agreement without alteration of any kind except such as the vendors may jointly agree upon in writing—any such agreement to be indorsed upon these presents and executed by the vendors or their agents duly authorized in that behalf, but the purchasers shall be entitled to charge such brokerage or commission as the vendors may agree upon, which said brokerage shall be a first charge upon all moneys subscribed towards the nominal capital of the said company.

(9.) The purchasers contract with full knowledge of the terms and conditions of the several titles under which the vendors enter into these presents, and should the vendors through any defect in their own titles or in the title of any person or persons from whom they derive title be unable to complete this contract or any part thereof, then and in any of such cases they the vendors shall not nor shall either of them be liable to pay to the purchasers any damages, compensation, or other payment or remuneration in respect of such failure, and no decree for specific performance shall be made against them or either of them.

(10.) All rates, taxes, rents, and other outgoings or incomings chargeable, payable, or receivable in respect of the several properties mentioned and described in the said Schedules hereto shall be apportioned to the several dates hereinbefore specified for the completion of the several purchases.

(11.) Upon the several dates hereinbefore specified for completion of the several purchases hereby witnessed the first and second vendors shall contemporaneously with the payment of the said purchase-money, the allotment of such shares as they may be respectively entitled to, and the execution of all

such securities as according to the provisions hereinbefore and hereafter contained should be executed, severally execute or cause to be executed by all necessary parties valid and effectual assurances of the several properties hereby contracted to be bought and sold to the purchasers or as they may direct all such assurances and all such mortgages shall be prepared by and at the expense and costs of the party or parties requiring the same.

(12.) All mortgages hereinbefore specified as securing the unpaid balance or balances of purchase-money shall contain all such covenants, conditions, and agreements as the solicitor for the vendors or either of them may consider necessary, and, *inter alia*, shall contain the following provisions :—

(*a.*) Covenants by the mortgagors to pay the principal moneys at the expiration of not less than five years from the completion of the purchase in respect of which such mortgage is given.

(*b.*) A covenant by the mortgagors to pay interest on the principal moneys comprised in such mortgage by equal half-yearly payments on dates to be regulated from the date of completion aforesaid at the rate of seven pounds per centum per annum, but reducible to five pounds per centum per annum if punctually paid within twenty-one days after any of the dates specified for payment thereof.

(*c.*) Usual covenants by the mortgagors to keep the premises hereby mortgaged in good order, condition, and repair, to pay the rent, and observe, perform, fulfil, and keep all and singular the covenants, conditions, and agreements respectively reserved, contained, or implied in any lease or leases forming part of such security; to observe the provisions of the Noxious Weeds Act, and to insure both as against fire and accident within the covenant declared to be implied in mortgages by the Land Transfer Act, 1908.

(*d.*) A power of sale on the part of the mortgagee in case of default being made and continued for a period of twenty-one days.

(13.) In addition to the specific securities mentioned in paragraph No. 12 hereof the aforesaid company in the event of its being the mortgagor shall, if required so to do, execute as collateral security to the first vendor or to the mortgagees taking over his securities valid and effectual mortgage-debentures over the uncalled capital of the said company securing the principal interest and other moneys payable under such mortgages.

(14.) It shall be lawful for the purchasers if they shall elect so to do to purchase the whole of the properties specified in the said Schedules at the times hereinbefore specified, for cash, in which case the provisions relating to the constitution of the said company shall no longer apply. The vendors shall accept such cash and shall forthwith execute the assurances mentioned in paragraph No. hereof as directed by the purchasers: Provided always that in the event of the exercise of the option to pay cash in terms of this paragraph the purchasers shall be entitled to receive from the vendors the same brokerage as they would have been entitled to under paragraph No. hereof had they floated the company in terms of these presents.

(15.) It is hereby expressly agreed and declared that unless and until the purchasers shall elect to exercise their right to purchase for cash under the provisions of paragraph No. 14 hereof, and of such election shall give to the vendors written notice, no personal liability to purchase the said properties mentioned and described in the said First, Second, and Third Schedules shall attach to the purchasers, it being understood that so far as they are concerned these presents witness a right or option conferred upon them to take over and pay for the said several properties, or any or either of them, within the terms in the manner and on the conditions hereinbefore contained.

(16.) In consideration of the premises and of the sum of five pounds paid to each of them by the purchasers (the receipt whereof is hereby severally acknowledged) they the vendors do hereby covenant and agree not to withdraw from this agreement within the periods for completion hereinbefore respectively specified.

As witness the hands of the parties hereto.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

All that parcel of land situate in the Mokau district, containing 46,000 acres, more or less, being Sections 3, 4, 5, 7, 7A, 10, 11, 14, 15, 18, 19, 20, 21, 22, part Sections 16 and 17 of Block 1F and the whole of Blocks 1G, 1J, and 1H of the Mokau-Mohakatino Block.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.

All that parcel of land situate in the Mokau district, containing 12,407 acres, more or less, being of the block of land known as Mangapapa B No. 2 Block No. 6226B No. 2, as the same is more particularly set forth and described in memoranda of lease, Registered Nos. 1188, 1239, 1240, and 1241, and the freehold under transfer registered No. , and being all the land in certificate of title, Vol. 20, folio 226, together with an option to purchase the mineral rights held by the said George Herbert Stubbs under certain Native leases, together with all plant, machinery, live-stock, and other effects more particularly enumerated in the said option, subject to memorandum of sublease over 11,000 acres, part thereof, to James Fraser and another.

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO.

An option to purchase the s.s. "Tainui" and s.s. "Manukau" from Messrs. Bayly, Ogle, and Company, together with the plant and good-will of the business of the said Bayly, Ogle, and Company.

Signed by the said Thomas Mason Chambers in the presence of— } MASON CHAMBERS.

Signed by the said James Alexander Fraser in the presence of— } JAMES ALEXANDER FRASER (by his attorney, C. A. LOUGHNAN).
R. WHITAKER, Law Clerk, Palmerston North.

Signed by the said John Moore Johnston in the presence of— } J. M. JOHNSTON.
R. WHITAKER, Law Clerk, Palmerston North.

Signed by the said David Whyte in the presence of— } DAVID WHYTE.

No. 34.

THE MOKAU COAL AND ESTATES COMPANY (LIMITED), IN ACCOUNT WITH T. M. CHAMBERS, ESQ.

	£	s.	d.	£	s.	d.
Dr.						
To purchase-money of Mokau-Mohakatino Block	..			85,000	0	0
Cr.						
Paid Travers, Russell, and Campbell, first and second mortgages ..	44,221	1	6			
Maori Maniapoto Land Board	25,000	0	0			
Survey liens and other encumbrances cleared	1,469	8	3			
Cheque to Findlay, Dalziell, and Co. for balance due to Herrman Lewis	3,809	10	3			
Shares held by T. M. Chambers	8,000	0	0			
Shares to Maori Land Board	2,500	0	0			
E. & O.E. 13th June, 1911.	£85,000	0	0	£85,000	0	0

No. 35.

The Companies Act, 1908.—Private Company limited by Shares.

MEMORANDUM OF ASSOCIATION OF THE MOKAU COAL AND ESTATES COMPANY (LIMITED).

1. THE name of the company is "The Mokau Coal and Estates Company (Limited)."

2. The objects for which the company is established are—

(1.) To acquire, take over, and purchase as a going concern the colliery and the business of a coal-merchant now owned and being carried on at Waitara and Mokau by George Herbert Stubbs, of Waitara, colliery-proprietor and coal-merchant, together with all the assets of the said George Herbert Stubbs used in connection with the said colliery and businesses or belonging thereto, and with a view thereto to enter into and carry into effect, with or without modifications, the agreement or that part thereof relating to the acquisition of the said colliery and businesses, which said agreement has already been prepared and is expressed to be made between Thomas Mason Chambers and James Alexander Fraser, both therein described as vendors, and David Whyte, of Hastings, commission agent, and John Moore Johnston, of Palmerston North, commission agent, both therein described as purchasers, and which has for the purposes of identification been subscribed by Charles Albert Loughnan, a solicitor of the Supreme Court, and which is hereinafter referred to as "the said agreement," or in the alternative to acquire, take over, and purchase such colliery and business, or either the one or the other, upon any terms and conditions whatsoever, and from any such person or persons as may for the time being have the right to sell or dispose of the same or of any part or parts thereof.

(2.) To acquire, take over, and purchase as a going concern the business of common carriers, shipping-proprietors, and general carrying agents now being carried on by Messrs. Ogle and Bailey at Waitara aforesaid, together with all the assets used in connection with the said business or belonging thereto, and with a view thereto to enter into and carry into effect, with or without modification, the said agreement or such part or parts thereof as relate to the purchase of the said carrying and shipping business, or in the alternative to acquire, take over, and purchase such carrying and shipping business or any part or parts thereof upon any terms and conditions whatsoever, and from any such person or persons as may for the time being have the right to sell and dispose of the same or of any part or parts thereof.

(3.) To acquire, take over, and purchase the freehold or leaseholds of all that piece or parcel of land called or known as the Mokau-Mohakatino Block, as more particularly described in the first schedule of the said agreement, and with a view thereto to enter into and carry into effect, with or without modification, the said agreement or such part or parts thereof as relate to the purchase of the said Mokau-Mohakatino Block, or in the alternative to acquire, take over, and purchase such piece or parcel of land, or any interest, right, or title therein, whether leasehold or freehold, and whether of the surface or mineral rights, upon such terms and conditions as may be decided upon by the company, and from such person or persons who may for the time being have the right to dispose of the same or any part or parts thereof.

(4.) To acquire all or any of the properties, businesses, concerns, or assets mentioned in the preceding paragraphs numbered from (1) to (4) inclusive, or any other properties, businesses, concerns, or assets of a similar or like nature thereto, either solely or in partnership or conjunction or mutual arrangement with any other person or persons, or any other company or companies or association or associations.

(5.) To carry on the trades or businesses of colliery-proprietors, coke-manufacturers, coal-merchants, ironmasters, steel-converters, smelters, cement-manufacturers, brickmakers, petroleum and oil producers, sawmillers, and timber-merchants in all their respective branches.

(6.) To search for, get, work, raise, make merchantable, sell, and deal in coal, lignite, ironstone, iron, lime, cement, brick-earth, bricks, petroleum, oil, and other metals, minerals, and substances, and to manufacture and sell patent fuel and fuels of all kinds.

(7.) To carry on all or any of the following businesses—that is to say, general carriers, railway and forwarding agents, warehousemen, bonded carmen, and common carmen, and any other businesses which can conveniently be carried on in connection with the above.

(8.) To purchase, take in exchange, or otherwise acquire and hold ships and vessels, or any shares or interests in ships or vessels, and also shares, stocks, and securities of any companies possessed of or interested in any ships or vessels, and to maintain, repair, improve, alter, sell, exchange, or let out to hire or charter, or otherwise deal with and dispose of, any ships, vessels, or shares, or securities as aforesaid.

(9.) To carry on all or any of the businesses of shipowners, ship brokers, insurance brokers, managers of shipping property, freight-contractors, carriers by land and sea, barge-owners, lightermen, forwarding agents, ice-merchants, refrigerating storekeepers, warehousemen, wharfingers, and general traders.

(10.) To purchase, charter, hire, build, or otherwise acquire steam and other ships or vessels, and to employ the same in the conveyance of passengers, mails, and merchandise of all kinds, and to carry on the business of shipowners, barge-owners, and lightermen in all its branches.

(11.) To insure with any other company or person against losses, damages, risks, and liabilities of all kinds which may affect this company, and also to carry on the business of marine insurance and marine accidental insurance in all its respective branches, and to effect reinsurance and counterinsurance.

(12.) To carry on in New Zealand the business of farming, stock-raising, wool-growing, crop-growing, dealers in general produce in all of its branches, and particularly—

(*a.*) To carry on the business of importers of meat, live cattle, and sheep, and also that of dealers in cattle and sheep generally and in all branches of such respective trades or businesses.

(*b.*) To buy and sell by wholesale or retail, in the Dominion of New Zealand or elsewhere, all kinds of meat, and generally to carry on the trade or business of a meat-salesman in all its branches.

(*c.*) To acquire by purchase or otherwise sheep and cattle farms, and to carry on the trades or businesses of cattle-rearers and sheep-farmers, fellmongering, tanning, and warehousing generally, preserved-meat manufacturers, dealers in hides, fat, tallow, grease, offal, and other animal products.

(*d.*) To erect and build abattoirs, freezing-houses, warehouses, sheds, and other buildings necessary or expedient for the purposes of the company.

(13.) To purchase, lease, establish or otherwise acquire coal-mines, coal-yards, cement-works, ironworks, brickyards, sawmills, timberyards, sawpits, and all kinds of plant, machinery, and factories.

(14.) To purchase, lease, or otherwise acquire any lands in the said Dominion or in the Australasian Colonies that may be necessary or convenient for the purposes of the company, and any rights or privileges in or over any land, stream, or other real or heritable property in any of the said locations, and to utilize any lands, tenements, or hereditaments belonging to or leased or enjoyed by the company, to purchase, lease, erect, or alter and maintain houses, factories, stores, and buildings, and either solely or jointly with other persons or companies to make, purchase, or lease roads, tramways, railways, and other works calculated directly or indirectly to further advance the interests of the company.

(15.) To purchase, lease, hire, manufacture, or otherwise acquire all plant, machinery, apparatus, horses, bullocks, wagons, engines, steam and other vessels, appliances, and materials necessary or convenient for the purposes of the company, and to use and employ the same.

(16.) To carry on any other business or businesses which may seem to the directors or the company capable of being conveniently or profitably carried on in connection with any of the objects for which the company is established, or which may seem as aforesaid calculated directly or indirectly to enhance the value of any part of the company's undertaking, assets, property, or rights.

(17.) To acquire and undertake the whole or any part of the business, goodwill, assets, property, rights, or undertaking of any person, firm, or company carrying on or having power to carry on any business which this company is authorized to carry on by any specific or general clause of this memorandum, expressly or by implication, and as part or whole of the consideration therefor to undertake all or any of the liabilities of such person, firm, or company, and to give or accept by way of consideration for any of the acts or things aforesaid, or for anything acquired as aforesaid, any cash, shares, debentures, or securities that may be agreed upon.

(18.) Generally to purchase, to take on lease or in exchange, hire, or otherwise acquire any real and personal property, and any rights or privileges which the company may think necessary or convenient for the purposes of its business or businesses, and in particular any land, buildings, easements, rights-of-way, restrictive covenants, machinery, plant, and stock-in-trade.

(19.) To subscribe or apply for, and take or acquire by purchase or otherwise, and hold, shares or debentures or securities of or other interests in any other company having objects, whether primary or ancillary, altogether or in part similar to any of the objects of this company, or carrying on any business or established or empowered to carry on any business which this company is empowered by any specific or general clause of this memorandum or by implication to acquire, undertake, or carry on.

(20.) To apply for, purchase, or otherwise acquire and protect or renew, or join with any other person or company in so doing, whether in the Colony of New Zealand or in any part of the world, any patents, *brevets d'invention*, patent rights, protections, licenses, concessions, methods, or secrets of manufacture and the like conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem to this company capable of being used, for any of the purposes of the company, or the acquisition of which may seem to this company calculated to directly or indirectly benefit this company, and to use, exercise, develop, manufacture under or grant licenses or privileges in respect of or otherwise turn to account the property, rights, or information so acquired, and to expend money in experimenting upon or seeking to improve any patent rights, methods, or inventions which the company may acquire or propose to acquire.

(21.) To enter into any partnership, or into any arrangement for sharing profits, or for cooperation, or for limiting competition, or for mutual assistance, or for union of interests, joint adventure, reciprocal concession, or otherwise, with any firm, person, or company having objects, whether primary or ancillary, altogether or in part similar to those of this company, or engaged in or carrying on, or established for the purposes of carrying on or empowered to carry on, any business or transaction which this company is authorized by any specific or general clause of this memorandum expressly or by implication to carry on or engage in, or any business, transaction, venture, or undertaking which may seem to this company capable of directly or indirectly benefiting this company.

(22.) To amalgamate with any other company having objects or powers, whether primary or ancillary, altogether or in part similar to those of this company, and to give or accept by way of consideration for such amalgamation any payment of cash, or any agreement for periodical payments of cash, secured or unsecured, shares wholly or partly paid up or with liability for the full nominal value thereof, stocks, bonds, obligations, debentures, debenture stock, scrip, or securities of any person, company, or corporation, and whether of the company or corporation with which such amalgamation is effected or not.

(23.) To acquire or obtain from or make any arrangement with any government or authority, supreme, municipal, local, or otherwise, or any corporation, company, or person, for any authority, right, privilege, concession, contract, or charter which this company may think it desirable to obtain, or which may seem to this company conducive to any of the objects of this company, and to accept, make payments under, carry out, exercise, and comply with any such arrangement, authority, right, privilege, concession, contract, or charter.

(24.) To sell, lease, exchange, bail, grant licenses in respect of, or otherwise deal with or dispose of the company's undertaking or any part thereof, or any property or interest in any property, rights, concessions, or privileges belonging to this company or over which this company shall have any right or power of disposal, either together or in portions,

to any person, company, or corporation, for such consideration or premium as this company may think fit, and in particular, wholly or partly for cash, or wholly or partly for periodical payments of cash secured or unsecured, shares wholly or partly paid up with liability to pay the full nominal value thereof, stocks, bonds, obligations, debentures, debenture stock, scrip, or securities of any person, company, or corporation, and whether of the person, company, or corporation acquiring the interest so disposed of or otherwise.

(25.) To divide among the members of this company from time to time whatever the company may decide to be the profits arising from the operations of the company or any part of such profits.

(26.) To divide as profits among the members of the company the proceeds of any disposal or realization of any part of the property or assets of the company which in the opinion of the company may fairly be considered and treated as accretions to capital.

(27.) To divide as profits among the members of the company the net annual income to be derived from the exhaustion of any wasting asset of the company, without any obligation on the part of the company to provide for loss on any previous years' operations.

(28.) To divide any property of the company, or any cash, or any shares, stock, bonds, obligations, debentures, debenture stock, scrip, and securities the property of this company, or of which this company may have the power of disposing, whether or not the same be the proceeds of any sale, lease, exchange, bailment, license, or other disposal or amalgamation as mentioned in clauses (22) and (24), or otherwise belonging to the company, among the members in specie or in kind according to their respective rights.

(29.) To borrow or raise money, or secure the payment of money owing, or the satisfaction or performance of any obligation or liability incurred or undertaken by the company, in such manner as the company may think fit, and in particular by the issue of debentures, debenture stock (perpetual or redeemable), or by mortgage or charge or lien upon the whole or any part of the company's property or assets (whether present or future), including its uncalled capital, and to purchase, redeem, or pay off any such securities.

(30.) To make, draw, accept, indorse, discount, execute, and issue bills of exchange, promissory notes, bills of lading, dock or other warrants, debentures, and any other instruments negotiable or transferable by delivery or to order or otherwise.

(31.) To lend or advance money or give credit to such persons and on such terms as may be thought fit (and in particular to customers and persons dealing with the company), and to give guarantees or become security for the payment of moneys or the performance of contracts or obligations by any such person, companies, or firms.

(32.) To invest and deal with the moneys of the company not immediately required in such manner as may from time to time be determined, and in particular to invest the same on mortgage or purchase of real, leasehold, or personal property, shares or securities, or by depositing the same with any bank, company, firm, or person at interest, and such investments from time to time to vary.

(33.) To use any reserve fund created from accumulated profits or from the issue of shares at a premium as part of the company's capital without capitalizing the same.

(34.) To remunerate any person, firm, or company for services rendered to the company, or to pay for any properties, rights, privileges, concessions, or any other thing or interest acquired by this company by cash payment, or by the allotment of shares, debentures, debenture stock, or other securities of the company partly or wholly paid up or otherwise.

(35.) To support and subscribe to or establish, or aid in the establishment and support of associations, institutions, provident and benefit funds, trusts, societies, or clubs which may be for the benefit of the company, its employees or employers, or which may be connected with any town or place where the company carries on business; and to give pensions, gratuities, or charitable aid to any person or persons who have served the company, or the relatives or dependants of such persons.

(36.) To improve, manage, cultivate, develop, let or lease, turn to account, or otherwise deal with all or any part of the property or rights of the company.

(37.) To construct, maintain, alter, improve, enlarge, pull down, remove or replace, manage, carry out and control any buildings, works, factories, mills, roads, ways, tramways, railways, branches or sidings, bridges, walls, banks, dams, sluices, watercourses, wharves, manufactories, warehouses, electric works, shops, stores, or other works and conveniences which may seem to this company likely to advance the company's interests, directly or indirectly, or to contribute to, subsidize, or join with any person, firm, company, or corporation in so doing, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control of any such work or conveniences.

(38.) To promote or join in promoting any company or companies for the purpose solely or partly of acquiring all or any part of the undertaking, property, rights, concessions, or privileges, or liabilities of this company, or of undertaking any business or operations,

or for any other purpose which may seem to this company likely to benefit this company directly or indirectly, and to place or guarantee the placing of, underwrite, apply for, and accept or subscribe the whole or any part of the capital, debentures, or securities of any such company, or to lend money or to guarantee the performance of the contracts of any such company.

(39.) To pay all or any of the expenses incurred in and in connection with the promotion, formation, incorporation, and establishment of this company, or to contract with any person, firm, or company to pay the same, and to remunerate any brokers or other persons or companies for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures, or securities of their company, or of any company promoted by this company.

(40.) To apply for, promote, and obtain any provision, order, or Act of Parliament, leave, license, or other authority to enable the company to carry out any or all its objects, or for the purpose of obtaining for the company any additional powers, or for any other purpose which may appear to the company expedient in the interests of the company, and to oppose any bills, proceedings, or applications which may seem to the company likely to prejudice the company's interests directly or indirectly.

(41.) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform, sub-contract, and also to do all or any of the above things, or act in any of the businesses of the company in any part of the world through or by means of agents, brokers, trustees, sub-contractors, or others, and either alone or in conjunction with others.

(42.) To do all or any of the acts aforesaid, or exercise all or any of the powers expressly or impliedly conferred by this memorandum, jointly with any person, partnership, corporation or other company, and to become jointly or jointly and severally liable with any such person, partnership, corporation, or company for any contract or obligation which this company may decide to be to the interests of this company to enter into.

(43.) To procure this company to be registered or recognized in any part of the British Empire or in any foreign country or place.

(44.) To do all such other things as in the opinion of the company may be identical or conducive to the attainment of any of the foregoing objects or the exercise of any of the foregoing powers.

3. The liability of the members is limited.

4. The capital of the company is £100,000, divided into 10,000 shares of £10 each, of which all vendors' shares allotted as fully paid up in pursuance of the said agreement, or any other agreement or agreements hereinafter to be executed by the company in substitution thereof, or of any part thereof, shall be preference shares to the extent hereinafter appearing—that is to say, such preference shares shall confer on the holder thereof the right to receive out of the profits of the company a fixed cumulative preferential dividend at the rate of five pounds (£5) per centum per annum on any capital expressed to be fully paid up thereon which may for the time being be in excess of the amount of capital actually paid on each ordinary contributing share, but after receiving such preferential dividend as aforesaid, and notwithstanding that the whole nominal capital of the company shall not be paid up, all other shares in the company shall rank as to the division of profits and participation in dividends equally with the said shares allotted to the first and second vendors as aforesaid in the same manner as if the whole nominal capital had been paid up.

5. The company has power to divide the shares in the above-mentioned or any increased capital into several classes, and to issue the shares of any class or classes at a premium or at par, and with any preferential, deferred, qualified, or special rights, privileges, or conditions attached thereto, or subject to any restrictions or limitations.

We, the several persons whose names and addresses are subscribed hereto, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set opposite our respective names :—

Signature of Subscriber.	Name, Address, and Description of Subscriber.	Number of Shares taken by each Subscriber.

No. 36.

LIST OF SHAREHOLDERS IN THE MOKAU COAL AND ESTATES COMPANY (LIMITED).

Shareholders.	Total Shares.	Contributing.	Fully paid up.
R. McNab	1,000	1,000	..
B. Chambers	1,000	1,000	..
W. Nelson	1,350	1,350	..
T. M. Chambers	740	250	490
C. B. Swainson	650	650	..
R. D. D. McLean	595	595	..
P. Hunter	200	200	..
A. J. McGlashan	300	300	..
C. A. Loughnan	720	200	520
T. Quirk	260	260	..
W. E. Barber	320	260	60
A. S. G. Carlyon	100	100	..
C. Bailey	160	160	..
D. Whyte	360	100	260
J. A. Fraser	245	125	120
E. R. Bowler	200	200	..
Mrs. E. B. Hunter	500	500	..
E. J. Wylde	200	200	..
H. Judd	100	100	..
J. M. Johnston	200	..	200
Maori Land Board	250	..	250
W. Bailey	100	100	..
J. W. Ritchie	100	100	..
F. W. Williams	350	350	..
Total	10,000	8,100	1,900

£10 per share.

I certify that the above is a correct list of the shareholders in the Mokau Coal and Estates Company (Limited).

Palmerston North, 4th September, 1911. J. M. JOHNSTON, Secretary.

No. 37.

SIR,— Lands Registry Office, New Plymouth.

I have the honour to forward herewith copies of the documents asked for by you in your letter of the 2nd instant. I have not complied with your request that I should forward the original documents, for I consider it a very unsafe practice to allow any document to leave the office, if it can possibly be avoided. I may state, however, that no delay has been caused, as your letter only reached me this morning, and I am now forwarding the copies as stated above.

I have, &c.,
A. V. STURTEVANT,
Assistant Land Registrar.

The Clerk of Native Affairs Committee, General Assembly, Wellington.

MEMORANDUM OF TRANSFER.

THE Maori Land Board of the Waikato-Maniapoto Maori Land District (hereinafter called "the Board"), being duly authorized under Part XVIII of the Native Land Act, 1909, to execute these presents as agent for the Native owners, who are registered as the proprietors of an estate in fee-simple, subject, however, to such encumbrances, liens, and interests as are notified by memoranda underwritten or indorsed hereon, in all that piece of land situate in the Provincial District of Taranaki, containing twenty-six thousand four hundred and eighty acres (26,480 acres), be the same a little more or less, being the Mokau-Mohakatino Number One F (1F) Block, in the Survey Districts of Tainui and Mokau, the whole of the land comprised in a partition order of the Native Land Court, registered Provisional Register, Volume 11, folio 699; and also in all that piece of land situated in the said Provincial District of Taranaki, containing two thousand nine hundred and sixty-nine acres (2,969 acres), be the same a little more or less, being the Mokau-Mohakatino Number One G (1G) Block, in the Mokau Survey District, the whole of the land comprised in a partition order of the Native Land Court, registered Provisional Register, Volume 11, folio 1003A; and also all that piece of land situated in the Provincial District of Taranaki, containing nineteen thousand five hundred and seventy-six acres (19,576 acres), be the same a little more or less,

and being the Mokau-Mohakatino Number One H (1H) Block, in the Mokau Survey District aforesaid, the whole of the land comprised in a partition order of the Native Land Court, registered Provisional Register, Volume 11, folio 1004; and also in all that piece of land situated in the Provincial District of Taranaki, containing four thousand two hundred and sixty acres (4,260 acres), be the same a little more or less, being the Mokau-Mohakatino Number One J (1J) Block, in the said Mokau Survey District, the whole of the land comprised in a partition order of the Native Land Court, registered Provisional Register, Volume 11, folio 1005: in consideration of the sum of twenty-five thousand pounds (£25,000) paid to the Board by Herrman Lewis, of the City of Wellington, settler (the receipt of which sum the Board doth hereby acknowledge), and of the transfer to the Board of two hundred and fifty (250) fully-paid-up shares of ten pounds (£10) each in the capital of the Mokau Coal and Estates Company (Limited), (as the Board doth hereby admit), doth hereby, at the request and by the direction of the said Herrman Lewis (testified by his executing the direction indorsed hereon), transfer to Walter Harry Bowler, of the City of Auckland, a member of the Civil Service of New Zealand, all the estate and interest of the said Native owners in the said pieces of land.

As witness the execution hereof this nineteenth day of May, one thousand nine hundred and eleven.

The common seal of the Maori Land Board of the Waikato-Maniapoto Maori Land District was hereunto affixed in the presence of— [SEAL]

W. H. BOWLER, President.
J. W. W. SEYMOUR, Member of the Board.

Signed on the day above named by the said Walter Harry Bowler in the presence of— W. H. BOWLER.
C. H. HOWARD, Solicitor, Wellington.

Memoranda of Encumbrances.

1. Mokau-Mohakatino Number One F (1F)—
   6428, lease, aboriginal Natives to Joshua Jones, of Waitara, settler.
2. Mokau-Mohakatino Number One G (1G)—
   7430, lease, aboriginal Natives (only those who executed lease 7430) to Joshua Jones.
   7431, lease, aboriginal Natives (only those who executed lease 7431) to Joshua Jones.
   Three survey liens.
3. Mokau-Mohakatino Number One H (1H)—
   7428, lease, aboriginal Natives (only those who executed lease 7428) to Joshua Jones.
   7429, lease, aboriginal Natives (only those who executed lease 7429) to Joshua Jones.
4. Mokau-Mohakatino Number One J (1J)—
   7432, lease, aboriginal Natives (only those who executed lease 7432) to Joshua Jones.
   7433, lease, aboriginal Natives (only those who executed lease 7433) to Joshua Jones.

I, Herrman Lewis, of the City of Wellington, settler, do hereby direct the execution of and consent to and confirm the foregoing transfer.

Dated this nineteenth day of May, one thousand nine hundred and eleven.

HERRMAN LEWIS.

Witness—R. M. WATSON, Solicitor, Wellington.

Herrman Lewis, in the foregoing transfer named and described, hereby admits that he has sold the whole of the land comprised in the said transfer, with the exception of those portions thereof containing altogether seven thousand and forty-six (*sic*) acres (7,406 acres), more or less, comprised and described in subleases numbers 7490, 7492, 7493, 7494, 7495, and 7496 to the Mokau Coal and Estates Company (Limited), (hereinafter called "the company"), in consideration of a cash payment by the company to him of twenty-five thousand pounds (£25,000) and the allotment to him of five hundred and thirty (530) fully-paid-up shares of ten pounds (£10) each in the capital of the company, and of the company's executing this direction; and the said Herrman Lewis hereby acknowledges receipt of the said cash payment and the allotment of the said shares, and the company hereby directs the execution of and consents to and confirms the said transfer.

Dated this nineteenth day of May, one thousand nine hundred and eleven.

Signed by the said Herrmann Lewis in the presence of— HERRMAN LEWIS.
C. H. HOWARD, Solicitor, Wellington.

The common seal of the Mokau Coal and Estates Company (Limited) was hereunto affixed in the presence of— [SEAL]

ROBERT MCNAB.
CHARLES BAILEY.
J. M. JOHNSTON, Secretary.
R. WHITAKER, Law Clerk, Palmerston North.

Herrman Lewis, of the City of Wellington, settler, being the holder of leases numbers 6428, 7430, 7431, 7428, 7429, 7432, and 7433 affecting the Mokau-Mohakatino Block, Subdivisions Numbers One F (1F), One G (1G), One H (1H), and One J (1J) respectively, with concurrence of the Mokau Coal and Estates Company (Limited), testified by its executing this consent, in consideration of the sum of fifty-four thousand seven hundred pounds paid to him by the said company (the receipt whereof he doth hereby admit) hereby transfers the said leases to Walter Harry Bowler, of the City of Auckland, a member of the Civil Service of New Zealand, as reversioner, subject to the subleases numbered respectively 7490, 7492, 7493, 7494, 7495, and 7496 thereover, and the said Walter Harry Bowler hereby accepts such transfer accordingly.

Dated this nineteenth day of May, one thousand nine hundred and eleven.

Signed by the said Herrman Lewis in the presence of— HERRMAN LEWIS.

C. H. HOWARD, Solicitor, Wellington.

The common seal of the Mokau Coal and Estates Company (Limited) was hereunto affixed in the presence of— [SEAL]

ROBERT MCNAB.
CHARLES BAILEY.
J. M. JOHNSTON, Secretary.
R. WHITAKER, Law Clerk, Palmerston North.

Signed by the said Walter Harry Bowler in the presence of— W. H. BOWLER.

C. H. HOWARD, Solicitor, Wellington.

MEMORANDUM OF MORTGAGE.

Whereas Walter Harry Bowler, of the City of Auckland, a member of the Civil Service of New Zealand, is registered as proprietor of an estate in fee-simple, subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or endorsed hereon, in all those parcels of land mentioned and described in the schedule hereto: And whereas William Nelson, of Tomoana, gentleman; Robert Donald Douglas McLean, of Napier, sheep-farmer; Mason Chambers and Bernard Chambers, of Havelock North, sheep-farmers; Paul Hunter, of Porangahau, sheep-farmer; Robert McNab, of Palmerston North, gentleman; and Charles Albert Loughnan, of Palmerston North, solicitor (hereinafter with their respective executors and administrators—except where the context requires a different construction—referred to as and included in the term "the mortgagees"), have, at the request of the Mokau Coal and Estates Company (Limited), a company duly incorporated under the Companies Act, having its registered office at Palmerston North, agreed to guarantee the payment to the Bank of New Zealand (hereinafter with its successors and assigns referred to as and included in the term "the bank") of an advance or overdraft made or granted by the said bank to the said Mokau Coal and Estates Company (Limited) of the sum of £75,000: And whereas the said W. H. Bowler has, at the request of the said Mokau Coal and Estates Company (Limited), agreed to grant to the mortgagees security for all moneys which the mortgagees may at any time hereafter be called upon to pay to the bank under the said guarantee (such security to be in addition to any other securities held by the mortgagees for securing such moneys or any part thereof): Now, therefore, in consideration of the mortgagees having already executed such guarantee as aforesaid to the bank to secure the advance or overdraft made or granted to the Mokau Coal and Estates Company (Limited) as hereinafter recited, the said Mokau Coal and Estates Company (Limited) (hereinafter, together with its successors and assigns—except where the context requires a different construction—referred to as and included in the term "the mortgagor") doth hereby covenant with the mortgagees in manner following, that is to say—

1. That the mortgagor will upon demand by the bank in accordance with the provisions of the said guarantee pay to the bank all moneys the payment whereof may be so demanded, and also will upon demand by the mortgagees pay to the bank all moneys which the mortgagees may be liable to pay by reason of their having executed the said guarantee, and will procure the said guarantee to be cancelled and made void and of no effect, and also will upon demand by the mortgagees pay to the mortgagees all or any sums or sum of money which the mortgagees may pay or be called upon to pay by reason of its having executed the said guarantee, together with interest upon all or any such sums or sum of money at the rate of six pounds per centum per annum computed from the time or respective times of the same having been advanced or paid.

2. That the mortgagor will pay interest on every amount demanded as aforesaid from the day of demand for such amount having been made till actual payment thereof at the rate aforesaid.

3. Any demand hereunder may be made in writing signed by the mortgagees or any of them, their agent or solicitors, and served upon the mortgagor either by delivering the same at its registered office in Palmerston North or by posting the same in a registered letter addressed to the mortgagor at its registered office aforesaid, and the receipt of any post-office in New Zealand for any such letter shall be conclusive proof of the service of any such demand.

4. That the mortgagor will repair and from time to time and at all times keep in good and substantial repair and condition all messuages, erections, and buildings, and all fences, hedges,

ditches, drains, and watercourses for the time being standing and being in or about or around the lands comprised in this security, and will also pay all rates, taxes, assessments, and outgoings whatever payable in respect of the said land.

5. That the mortgagor will clear and keep cleared the said land from gorse, tauhinu, sweetbriar, rushes, Californian thistle, blackberries, and all noxious weeds and shrubs, and will also free and keep free the said lands from rabbits and other noxious vermin.

6. The mortgagees do hereby covenant with the mortgagor, and also as a separate covenant with the said W. H. Bowler, his executors, administrators, and assigns, that if the said W. H. Bowler, his executors, administrators, or assigns, or the Waikato-Maniapoto Land Board, its successors or assigns, shall at any time during the continuance of this security sell any part of the lands comprised herein the mortgagees shall and will at the request of the said W. H. Bowler, his executors, administrators, or assigns, or of the said Waikato-Maniapoto Land Board, release and discharge from this security the lands so sold.

7. That no covenant for payment of any moneys hereby secured or hereby covenanted to be paid or any part thereof, or other covenant directed to be herein implied by the Land Transfer Act, 1908, or otherwise howsoever, shall be herein implied as against the said W. H. Bowler, his executors, administrators, or assigns, and the execution of these presents by the said W. H. Bowler shall be and be deemed to be solely for the purpose of mortgaging the said lands and hereditaments in manner hereinafter appearing.

8. That in case default shall be made by the mortgagor in payment of any of the moneys hereby secured or any part thereof immediately upon demand as aforesaid, or if breach or default shall be made by the mortgagor in the observance or performance of any covenant or condition on its part herein contained or implied, then and in any or either of such case it shall be lawful for the mortgagees, thereupon or at any time thereafter, to exercise such power of sale and incidental powers as are in that behalf vested in mortgagees by the Land Transfer Act, 1908, or any statutory modification or re-enactment thereof for the time being in force, in as full and ample a manner as if the default and notice thereby required had been made and given and the periods of time therein mentioned had elapsed: Provided always that every such sale shall be made only in areas not exceeding the limits prescribed by Part XII of the Native Land Act, 1909, to purchasers who are not prohibited under the said Part XII or otherwise from acquiring such area: Provided also that for the purpose of effecting any such sale it shall be lawful for the mortgagees to subdivide the said lands or any of them, or any part or parts thereof, into such areas (not exceeding the limits prescribed as aforesaid), and to make or carry out all such surveys, drains, bushfelling, clearing, and roads thereon, and to dedicate all such roads, and generally to execute and do all such other works as the mortgagees in their absolute discretion may deem expedient, and to expend all moneys which may be necessary for all or any of the purposes aforesaid, and all money so expended, with interest thereon at the rate aforesaid from the time or respective times of expending the same, shall be repayable on demand and be added to and deemed to form part of the moneys hereby secured.

9. That such of the provisions of the Land Transfer Act, 1908, or any amendment thereof, as are inconsistent with or contradictory to these presents shall be and the same are hereby negatived or modified, as the case may be, in so far as the same are inconsistent with or contradictory to these presents.

10. Provided also that the mortgagees shall not be answerable for any involuntary losses happening in the exercise of any power or trust hereby or by any statute vested or reposed in the mortgagees or otherwise connected with this security, nor be accountable for any rents or profits or other moneys not actually received by the mortgagees.

And for the better securing to the mortgagees the repayment in manner aforesaid of all moneys (principal and interest or otherwise) hereinbefore covenanted to be paid, and the due and faithful performance or observance by the mortgagor of all covenants, agreements, and conditions on its part herein contained or implied, the said W. H. Bowler doth hereby, at the request and by the direction of the mortgagor, testified by its joining in and executing these presents, mortgage to the mortgagees all his estate, right, title, and interest in the lands aforesaid.

In witness whereof these presents have been executed by the parties hereto, this nineteenth day of May, one thousand nine hundred and eleven.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. All that piece of land situate in the Provincial District of Taranaki, containing 26,480 acres, be the same a little more or less, being the Mokau-Mohakatino No. 1F Block, in the Survey Districts of Tainui and Mokau, the whole of the land comprised in a partition order of the Native Land Court, registered Provisional Register, Volume 11, folio 699, excepting and reserving thereout those portions thereof containing in the whole 7,046 acres, more or less, and being Sections 1, 2, 6, 8, 9, 12, and 13, and parts of Sections 16 and 17, on a subdivisional plan of the said block, as such portions are respectively more particularly described in six subleases numbered respectively 7490, 7492, 7493, 7494, 7495, and 7496.

2. All that piece of land situated in the said Provincial District of Taranaki, containing 2,969 acres, be the same a little more or less, being the Mokau-Mohakatino No. 1G Block, in the Mokau Survey District, the whole of the land comprised in a partition order of the Native Land Court, registered Provisional Register, Volume 11, folio 1003A.

3. All that piece of land situated in the Provincial District of Taranaki, containing 19,576 acres, be the same a little more or less, and being the Mokau-Mohakatino No. 1H Block, in the Mokau Survey District aforesaid, the whole of the land comprised in a partition order of the Native Land Court, registered Provisional Register, Volume 11, folio 1004.

4. All that piece of land situated in the Provincial District of Taranaki, containing 4,260 acres, be the same a little more or less, being the Mokau-Mohakatino No. 1J Block, in the Mokau Survey District aforesaid, the whole of the land comprised in a partition order of the Native Land Court, registered Provisional Register, Volume 11, folio 1005.

Signed by the said Walter Harry Bowler in the presence of— } W. H. BOWLER.

C. H. HOWARD, Solicitor, Wellington.

The common seal of the Mokau Coal and Estates Company (Limited) was hereunto affixed in the presence of— } [Seal]

ROBERT MCNAB } Directors.
CHAS. BAILEY }
J. M. JOHNSTON, Secretary.
R. WHITAKER, Law Clerk, Palmerston North.

CAVEAT FORBIDDING REGISTRATION OF DEALING WITH ESTATE OR INTEREST.

To the District Land Registrar of the District of Taranaki.

Take notice that we, the Maori Land Board of the Waikato-Maniapoto Maori Land District, claiming estate or interest under a declaration of trust dated the nineteenth day of May, one thousand nine hundred and eleven, made between Walter Harry Bowler of the first part, Herrman Lewis of the second part, and the Mokau Coal and Estates Company (Limited) of the third part, the trusts whereof are more fully set out in four several agreements dated the eleventh day of April, one thousand nine hundred and eleven, made between us of the one part and the said Herrman Lewis of the other part, in the fee-simple of the lands hereinafter described, in the event of such lands or any part or parts thereof becoming hereafter vested in us under the said trusts or any of them, that is to say,—

(1.) All that piece of land situated in the Provincial District of Taranaki, containing twenty-six thousand four hundred and eighty acres (26,480 acres), be the same a little more or less, being the Mokau-Mohakatino Number One F (1F) Block, the whole of the land comprised in a partition order of the Native Land Court, registered Provisional Register, Volume 11, folio 699:

(2.) All that piece of land situated in the Provincial District of Taranaki, containing two thousand nine hundred and sixty-nine acres (2,969 acres), more or less, being the Mokau-Mohakatino Number One G (1G) Block, the whole of the land comprised in a partition order of the Native Land Court, registered Provisional Register, Volume 11, folio 1003A:

(3.) All that piece of land situate in the Taranaki Provincial District, containing nineteen thousand five hundred and seventy-six acres (19,576 acres), more or less, being the Mokau-Mohakatino Number One H (1H) Block, the whole of the land comprised in a partition order of the Native Land Court, registered Provisional Register, Volume 11, folio 1004:

(4.) All that piece of land situate in the Provincial District of Taranaki, containing four thousand two hundred and sixty acres (4,260 acres), more or less, being the Mokau-Mohakatino Number One J (1J) Block, the whole of the land comprised in a partition order of the Native Land Court, registered Volume 11, folio 1005:

forbid the registration of any memorandum of transfer or other instrument affecting the said lands, or any part thereof, executed by the said William Harry Bowler or other the registered proprietor for the time being of the fee-simple thereof, or by William Nelson, Robert Donald Douglas McLean, Mason Chambers, Bernard Chambers, Paul Hunter, Robert McNab, and Charles Albert Loughnan, or any of them, as registered mortgagees by virtue of mortgage number 25981 of certain portions of the said pieces of land, or by the said Mason Chambers as registered mortgagee by virtue of mortgage number 25982 of the remaining portions of the said pieces of land, until this caveat be by us withdrawn.

All notices and proceedings relating to this caveat may be served upon or addressed to us at the office of Charles Zachariah, Reserves Agent, Hawera.

Dated this fifteenth day of August, one thousand nine hundred and eleven.

THE MAORI LAND BOARD OF THE WAIKATO-MANIAPOTO MAORI LAND DISTRICT
(By its solicitors, FINDLAY, DALZIELL, AND CO.).

Witness—C. H. HOWARD, Solicitor, Wellington.

Caveat for the purposes of the Land Transfer Act—C. H. HOWARD, Solicitor.

MEMORANDUM OF MORTGAGE.

Whereas Walter Harry Bowler, of the City of Auckland, a member of the Civil Service of New Zealand, is registered as proprietor of an estate in fee-simple, subject, however, to such encumbrances, liens, and interests as are notified by memoranda underwritten or endorsed hereon, and all those pieces or parcels of land situated in the County of Clifton, containing altogether

seven thousand and forty-six acres or thereabouts, being parts of the Mokau-Mohakatino Block Number 1F, and being the sections on a subdivisional plan of the said block set out in the table hereunder written :—

Section.	Area.
1	686 acres
2	208 ,,
6	1,329 ,,
8	335 ,,
9	1,090 ,,
12	1,358 ,,
13	1,790 ,,
Parts 16 and 17	250 ,,
	7,046 acres

and being all the land comprised in and subject to sublease registered numbers 7496, 7494, 7493, 7492, 7490, and 7495, and part of the land comprised in partition order, Provisional Register, Volume 11, folio 699: And whereas Mason Chambers, of Tauroa, Havelock North, in the Provincial District of Hawke's Bay (hereinafter called "the mortgagee," which expression shall include his heirs, executors, administrators, and assigns where the context so requires or admits), of the other part, has at or before the execution hereof advanced to Herrman Lewis, of Wellington, gentleman, the sum of twenty thousand pounds (£20,000) on the security of these presents and on certain other securities: And whereas the said Walter Harry Bowler has, at the request of the said Herrman Lewis, testified by his executing these presents, agreed to grant to the mortgagee security for the said advance of twenty thousand pounds (£20,000) and any further advances which may be made by the said Mason Chambers to the said Herrman Lewis (such security to be in addition to any other security held by the mortgagee for securing such moneys or any part thereof): Now, therefore, in consideration of the payment by the mortgagee to the said Herrman Lewis of the said sum of twenty thousand pounds (£20,000), (receipt whereof the said Herrman Lewis doth hereby acknowledge), he, the said Herrman Lewis (hereinafter, with his executors, administrators, and assigns, called "the mortgagor"), doth hereby covenant with the mortgagee in manner following, that is to say,—

1. That the mortgagor will, immediately upon demand made as hereinafter provided, pay to the person and at the place mentioned in such demand the said sum of twenty thousand pounds (£20,000), and also all other moneys which may at any time hereafter be advanced by the mortgagee to the mortgagor or on his account, or which may be owing by the mortgagor to the mortgagee on any account whatsoever.

2. That the mortgagor will pay to the mortgagee interest on the said principal sum and further advances until the repayment thereof at the rate of six pounds per centum per annum, computed as to the sum of two thousand seven hundred and fifty pounds (£2,750), part thereof, from the eighteenth day of February, one thousand nine hundred and eleven; as to the sum of seven thousand two hundred and fifty pounds (£7,250), other part thereof, from the first day of March, one thousand nine hundred and eleven; as to the sum of seven thousand pounds (£7,000), other part thereof, from the sixteenth day of March, one thousand nine hundred and eleven; as to the sum of three thousand five hundred pounds (£3,500), other part thereof, from the thirty-first day of March, one thousand nine hundred and eleven; as to the sum of one thousand pounds (£1,000), from the twenty-fourth day of April, one thousand nine hundred and eleven; and as to the sum of four thousand eight hundred pounds (£4,800), from the date of these presents; and as to further advances, from the date of advancing or disbursing the same respectively: such interest to be considered as accruing from day to day, with half-yearly rests, and if not then paid to be added to the principal moneys hereby secured on the eighteenth day of February and August in each year, and thenceforth to be deemed a part of the principal moneys hereby secured and to bear interest accordingly.

3. That the mortgagor will pay all principal, interest, and other moneys payable under these presents to the mortgagee at Napier, or to such other person in the Provincial District of Hawke's Bay as the mortgagee may by notice in writing direct, free of exchange and all other deductions.

4. That if the mortgagor shall make default in the observance or performance of any of the covenants, agreements, or provisions by him or on his part herein, or in any existing or future security, collateral, herein expressed or implied, it shall be lawful for but not obligatory on the mortgagee (without thereby becoming liable as a mortgagee in possession) to observe and perform the same, and all moneys paid and expenses incurred shall be deemed a further advance to the mortgagor and part of the money hereby secured.

5. That the mortgagor will at all times during the continuance of this security punctually pay all rates, taxes, and assessments payable in respect of the lands and premises hereby mortgaged.

6. And the mortgagee doth hereby covenant with the mortgagor, and also as a separate covenant with the said Walter Harry Bowler, his executors, administrators, and assigns, that if the said Walter Harry Bowler, his executors, administrators, or assigns, or the Waikato-Maniapoto Land Board, its successors or assigns, shall at any time during the continuance of this security sell any part of the land comprised herein, then the mortgagee shall, at the request of the said Walter Harry Bowler, his executors, administrators, or assigns, or of the said Land Board, release and discharge from this security the lands so sold.

7. That no covenant, either for payment of any moneys hereby secured or hereby covenanted to be paid or any part thereof, or other covenant directed to be herein implied by the Land Transfer Act, 1908, or otherwise howsoever, shall be herein implied as against the said Walter

Harry Bowler, his executors, administrators, and assigns, and the execution of these presents shall be and be deemed to be solely for the purpose of mortgaging the said land in manner hereinafter appearing.

8. That in case default shall be made by the mortgagor in payment of any of the moneys hereby secured immediately upon demand as aforesaid, or if breach or default shall be made by the mortgagor in the observance or performance of any covenant or condition on his part herein contained or implied, it shall be lawful for the mortgagee thereupon, or at any time thereafter, to exercise such power of sale and incidental powers as are in that behalf vested in mortgagees by the Land Transfer Act, 1908, or any statutory modification or re-enactment thereof for the time being in force, in as full and ample a manner as if the default and notice thereby required had been made and given and the periods therein mentioned had elapsed: Provided always that every such sale shall be made only in areas not exceeding the limits prescribed by Part XII of the Native Land Act, 1909, to purchasers who are not prohibited under the said Part XII or otherwise from acquiring such area, and provided also that for the purpose of effecting any such sale it shall be lawful for the mortgagee to subdivide the said lands or any of them into such areas (not exceeding the limits prescribed as aforesaid), and to make or carry out all such surveys, drains, bushfelling, clearing, and roads thereon, and to dedicate all such roads, and generally to execute and do all such other works as the mortgagee in his absolute discretion may deem expedient, and to expend all moneys which may be necessary for all or any of the purposes aforesaid; and all moneys so expended, with interest thereon at the rate aforesaid from the respective time of expending the same, shall be repayable upon demand and be added to and deemed to form part of the moneys hereby secured.

9. That such of the provisions of the Land Transfer Act, 1908, or any amendments thereof, as are inconsistent with or contradictory to these presents shall be and the same are hereby negatived or modified, as the case may be, in so far as the same are inconsistent with or contradictory to these presents.

10. Provided also that the mortgagee shall not be answerable for any involuntary losses happening in the exercise of any power of trust hereby or by any statute vested or reposed in the mortgagee or otherwise connected with this security, nor be accountable for any rents or profits or other moneys not actually received by the mortgagee.

These presents are intended to be by way of collateral security with and to secure the same moneys as are intended to be secured by the several documents mentioned in the schedule hereinafter written. And for the better securing to the mortgagee the repayment in a manner aforesaid of all moneys (principal, interest, or otherwise) hereinbefore covenanted to be paid, and the due and faithful observance, performance, or observance by the mortgagor of all covenants, agreements, and conditions on his part herein contained or implied, the said Walter Harry Bowler doth hereby, at the request and by the direction of the mortgagor, mortgage to the mortgagee all his estate, right, title, and interest in the lands aforesaid.

In witness these presents have been executed by the parties hereto on the nineteenth day of May, one thousand nine hundred and eleven.

SCHEDULE.

(1.) Memorandum of mortgage of leasehold interests in certain of the Mohakatino and Mokau-Mohakatino blocks in the County of Clifton:
(2.) Memorandum of mortgage of freehold interests in certain lands situated in the Hutt District:
(3.) Deed of mortgage of shares in the Empire Hotel (Limited) and the South Wellington Land Company (Limited):
(4.) Deed of mortgage affecting certain freehold, leasehold, and equitable freehold interests in lands in the Hutt District and City of Wellington:

All of which said deeds or documents bear date the first day of March, one thousand nine hundred and eleven, and are made between the mortgagor of the one part and the mortgagee of the other part, or are given by the mortgagor in favour of the mortgagee:

(5.) Acknowledgment of further advance and agreement to mortgage a mortgage from the Manakau Land Company (Limited), bearing date the sixteenth day of March, one thousand nine hundred and eleven:
(6.) Acknowledgment of further advances and agreement to mortgage shares in the Mokau Coal and Estate Company (Limited), bearing date the thirty-first day of March, one thousand nine hundred and eleven:
(7.) Deed of mortgage of shares in the Mokau Coal and Estate Company (Limited):
(8.) Memorandum of mortgage of freehold lands comprised in certificate of title, Volume 110, folios 22, 23, 23, 24, 25, Wellington District Land Registry:
(9.) Deed of mortgage of leasehold interest in part Town Section 839, City of Christchurch.

All of which three last-mentioned documents bear or are intended to bear even date herewith, and are made between the mortgagor of the one part and the mortgagee of the other part, or are given by the mortgagor in favour of the mortgagee.

Deed of mortgage of even date herewith, made between the above-named Herrman Lewis of the one part and the said Mason Chambers of the other part, of part of the Mokau-Mohakatino Block Number One F.

W. H. BOWLER.

Signed by the said Walter Harry Bowler in the presence of—C. H. HOWARD, Solicitor, Wellington.

HERRMAN LEWIS.

Signed by the said Herrman Lewis in the presence of—C. H. HOWARD, Solicitor, Wellington.

No. 38.

MOKAU-MOHAKATINO 1F. [P.R., Vol. 11, 699.

Native Land Court Act, 1886, and Mokau-Mohakatino Act, 1888.

In the Native Land Court of New Zealand.—In the matter of the partition of a parcel of land known as Mokau-Mohakatino No. 1, heretofore held under a certificate of title under the Native Land Court Act, 1880, dated 23rd June, 1882.

The twenty-fourth day of May, one thousand eight hundred and eighty-nine.

IT is, as part of the said partition, hereby ordered and declared that the several Natives named in the Schedule indorsed hereon, and therein numbered from 1 to 108, both inclusive, are, as tenants in common, and in the proportions set forth therein, entitled to that part of the partitioned land which has on such partition been named by the Court Mokau-Mohakatino No. 1F, and which part is particularly delineated in the plan indorsed hereon.

As witness the hand of George Boutflower Davy, Esquire, Chief Judge, and the seal of the Court.

GEO. B. DAVY, Chief Judge,
For and on behalf of Laughlin O'Brien, Esquire, retired Judge.

[L.S.]

THE SCHEDULE WITHIN REFERRED TO.

No.	Names.	Shares.
1	Rangiwaea	1
2	Marata Mano	1
3	Te Topuni	1
4	Te Huia te Rira	3
5	Rangiawhio	3
6	Ngara Pano	3
7	Whare Tarawa	3
8	Huia Rangi	3
9	Te Ra Tati	3
10	Rangiauraki	3
11	Te Ohu Rimarata	3
12	Rangiirihia	3
13	Niwha	3
14	Ngapaki Parekarau	3
15	Tawhana Kaharoa	1
16	Ngahiraka	1
17	Toheriri	1
18	Tangihaere te Tahana	1
19	Pipeka Ngamuna	1
20	Te Ianui	2
21	Pirikohoihoi	3
22	Te Wiata	3
23	Waeonokerei	½
24	Te Ata Wetere	½
25	Putiputi Takirau	3
26	Hine Hoea	½
27	Kerenapu Purua	3
28	Hone Pumipi Kauparera	2
29	Takirau Watihi	3
30	Ruhia Mawete	2
31	Te Oro Watihi	3
32	Honekeko	1
33	Hamuera Karoro (*alias* Samuel Epiha)	1
34	Ngawhakaheke	3
35	Parewaero (f, 17)	3
36	Mamaeroa	3
37	Pango Nape	3
38	Hirawanu	1
39	Waiari Rawiri	3
40	Wetini Paneta	3
41	Rapana Tiki	3
42	Te Uria Roka	3
43	Hemate Pohanga	3
44	Ngahoki Rawinia	3
45	Matawha Taihakurei	1
46	Kingi Takerei	3
47	Nga Tohu Mira	1
48	Waiata Raupa	1
49	Te Koro (m, 16)	3
50	Hone Kuku (m, 19)	3
51	Tarete Rawhiaia	3
52	Raihi Miroi	½
53	Te Puke Kipa	½
54	Hone Kipa	½
55	Heta Tokiriki	1
56	Taniora Wharauroa	1
57	Makereti Hinewai	1
58	Rangituataka	1
59	Te Kotuku (m, 18)	3
60	Te Haeana (m, 20)	3
61	Teriaki Tikaokao (f, 19)	1
62	Whakarewai (f, 17)	1
63	Karutahi (m, 16)	1
64	Ketetahi (m, 10)	1
65	Te Kehu te Kiri (f, 16)	1
66	Takerei Kingi (m, 12)	1/5
67	Rangaihuia Kingi (f, 16)	1/5
68	Hera Kingi (f, 10)	1/5
69	Te Wera Wetere (m, 3)	1/5
70	Teo Tati (m, 8)	1/5
71	Wata	1
72	Ngareta (*alias* Rangiawhio)	1/6
73	Te Haeana (m, 20)	1/6
74	Pano (*alias* Ngara Pano)	1/6
75	Te Rupe	1
76	Hui Te Hira	1/8
77	Kotuku (m, 18)	1/8
78	Emani te Hau (*alias* Emani te Tawhi)	1/8
79	Te Kapa te Aira (*alias* Rangi Waea)	1/8
80	Tiramate Wetere	1
81	Mahora Teira (f, 9)	1/3
82	Hinewai Teira (f, 5)	1/3
83	Te Teira (m, 3)	1/3
84	Kerenapu Purua	3
85	Te Wairua Tumanako (f, 2)	1
86	Mere te Aurere	2
87	Parehuakirua	3
88	Hauwhenua Wetere (f, 7)	1½
89	Te Wera Wetere (m, 3)	½
90	Te Wiata	1
91	Tauhia te Wiata (m, 3)	1
92	Tiria te Wiata (f, 6)	1
93	Harata te Wiata	1
94	Te Watene te Wiata (m, 13)	1
95	Tarake te Wiata (f, 9)	1
96	Epiha Kararo	1
97	Te Rangiwakaauenui	3
98	Rangitiatia (f, 10)	3
99	Whare Tarawa	¼
100	Putiputi Takirau	¼
101	Te Ruruku	¼
102	Kingi Wetere (*alias* Takerei)	1/28
103	Erena Wetere	1/28
104	Te Ra Taati	1/28
105	Tiramate Wetere	1/28
106	Hone Hira Wetere	1/28
107	Parewaero Wetere	1/28
108	Te Koro Wetere (m, 16)	1/28

38. Charging order lien for survey, £783 5s. 2d., entered 6/5/03, at 11 a.m.
R. BAYLEY, A.L.R.

359. Caveat noted the 9th day of June, 1903, at 10.16 a.m.
(Lapsed.—R. BAYLEY, A.L.R.—6/8/07.) R. BAYLEY, A.L.R.

383. Caveat noted the 28th day of May, 1904, at 10 a.m.
(Lapsed.—R. BAYLEY, A.L.R.—6/8/07.) R. BAYLEY, A.L.R.

6428. Lease from aboriginal Natives to Joshua Jones, of Waitara, settler, produced 25/6/04, at 11 a.m.
R. BAYLEY, A.L.R.

14927. Mortgage of lease 6428, J. Jones to John Plimmer, produced 25/6/04, at 11 a.m.
R. BAYLEY, A.L.R.

6428. Transfer of lease 6428, John Plimmer (in exercise of power of sale in mortgage 14927 to Wickham Flower, of No. 1 Great Winchester Street, London, England, solicitor), produced 25/6/04, at 11 a.m. R. BAYLEY, A.L.R.

X 383. Extension of caveat 383 by order of Supreme Court, to be extended until further order made by Supreme Court, noted 29/6/04, at 11 a.m. R. BAYLEY, A.L.R.
(Lapsed.—R. BAYLEY, A.L.R.—6/8/07.)

X 414. Caveat noted 8th July, 1905, against part. R. BAYLEY, A.L.R.
(Lapsed.—R. BAYLEY, A.L.R.—6/8/07.)

455. Caveat noted 8th September, 1906, at 11.58 a.m., against lease 6428.
(Lapsed.—R. BAYLEY, A.L.R.—6/8/07.) R. BAYLEY, A.L.R.

7490. Underlease of lease 6428, W. Flower to Andrew Kelly, produced 6/11/07, at 2.45 p.m., of Sub. 13 (1F). Plan on lease. R. BAYLEY, A.L.R.

7492. Underlease of lease 6428, W. Flower to Jacob Rothery, produced 9/8/07, at 11 a.m., of Sub. 12 (1F). Plan on lease. R. BAYLEY, A.L.R.

7492. Transfer of lease 7492, J. Rothery to William Francis Greenaway and Matthew Henderson, of Dannevirke, Sawmillers, as tenants in common in equal shares, produced 9/8/07, at 11 a.m.
R. BAYLEY, A.L.R.

7493. Underlease of lease 6428, W. Flower to Luther Wiley, of Subs. 8 and 9 (1F), produced 9/8/07, at 11 a.m. Plan on lease. R. BAYLEY, A.L.R.

7493. Transfer of lease 7493, L. Wiley to William Francis Greenaway, of Dannevirke, sawmiller, produced 9/8/07, at 11 a.m. R. BAYLEY, A.L.R.

7493. Transfer of lease 7493, W. F. Greenaway to William Francis Greenaway and Matthew Henderson of Dannevirke, sawmillers, as tenants in common, produced 9/8/07, at 11 a.m.
R. BAYLEY, A.L.R.

18964. Mortgage, W. F. Greenaway to Matthew Henderson, of his interest in leases 7492 and 7493, produced 9/8/07, at 11 a.m. R. BAYLEY, A.L.R.

7494. Underlease of lease 6428, W. Flower to Robert John Eglinton, produced 10/8/07, at 10 a.m., of Sub. 6 (1F). Plan on lease. R. BAYLEY, A.L.R.

7495. Underlease of lease 6428, W. Flower to Alfred Jerome Cadman and Daniel Berry, produced 10/8/07, at 10 a.m., of 250 acres, parts 16 and 17 (1F). Plan on lease.
R. BAYLEY, A.L.R.

7496. Underlease 6428, W. Flower to Walter William Jones, of Sections 1 and 2 (plan on lease), produced 10/8/07, at 10 a.m. R. BAYLEY, A.L.R.

Z 1316A. Transmission of the estate of W. Flower in lease 6428 to Sarah Jane Lefroy, Archibald Bence Bence-Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott-Moncrieff, all resident in England, produced 10/8/07, at 10 a.m. R. BAYLEY, A.L.R.

6428. Transfer of lease 6428, S. J. Lefroy, A. B. B. Jones, H. K. Welch, and Sir C. C. S. Moncrieff to Joshua Jones, of London, England, settler, produced 10/8/07, at 10 a.m.
R. BAYLEY, A.L.R.

18964A. Mortgage of lease 6428, J. Jones, to Sarah Jane Lefroy, Archibald Bence Bence-Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott-Moncrieff, produced 10/8/07, at 10 a.m.
R. BAYLEY, A.L.R.
(Power of sale exercised; transfer of lease 6428.—R. B., A.L.R.)

6428. Transfer of lease 6428, under power of sale in M 18964A, Registrar of Supreme Court, to Sarah Jane Lefroy, married woman; Archibald Bence Bence-Jones, barrister at law; Henry Kemp-Welch, Esquire; and Sir Colin Campbell Scott-Moncrieff, K.C.M.G., K.C.S.I., retired colonel, all of London, produced 3/9/07, at 2.30 p.m. R. BAYLEY, A.L.R.

X 529. Caveat noted 2/4/08, at 11.25 a.m. R. BAYLEY, A.L.R.
(Lapsed as to land in lease 7490 only.—R. BAYLEY, A.L.R.)
(Lapsed.—W. S., D.A.L.R.—23/7/08.)

20007. Mortgage of lease 7490, A. Kelly to Adam Hannah, produced 25/4/08, at 11.15 a.m.
R. BAYLEY, A.L.R.

6428. Transfer of lease 6428, A. J. Lefroy, A. B. B. Jones, H. K. Welch, and Sir Colin Campbell Scott-Moncrieff to Herrman Lewis, of Wellington, gentleman, produced 23/7/08, at 10.45 a.m.
W. STUART, D.A.L.R.

20466. Mortgage of lease 6428, H. Lewis to Sarah Jane Lefroy, Archibald Bence Bence-Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott-Moncrieff, produced 23/7/08, at 10.45 a.m.
W. STUART, D.A.L.R.

570. Caveat by District Land Registrar affecting lease 6428 and mortgage 20466, produced 19/2/09, at 2.20 p.m. M. J. KILGOUR, A.L.R.

Transfer No. 19430 of lease 7494, Robert John Eglinton to Oscar James Crossley Bayly, of Awakino farmer, produced 11th May, 1909, at 12.8 o'clock. A. V. STURTEVANT, A.L.R.

Caveat No. 587 against lease 7490, lodged by Williams Evans Dive the younger, produced 5th June, 1909, 11.5 o'clock. A. V. STURTEVANT, A.L.R.

Withdrawal of Caveat No. 570 entered 2nd May, 1910, at 3 o'clock. A. V. STURTEVANT, A.L.R.

Mortgage 23099 of lease 6428, Herrman Lewis to John George Findlay and Frederick George Dalziell entered 2nd May, 1910, 3 o'clock. A. V. STURTEVANT, A.L.R.

Mortgage 23100 of lease 6428, Herrman Lewis to Thomas George Macarthy, entered 2nd May, 1910, at 3 o'clock. A. V. STURTEVANT, A.L.R.

Discharge of mortgage 20007 produced, 26th July, 1910, at 12 o'clock. A. V. STURTEVANT, A.L.R.

Mortgage 24350 of lease 7496, Walter William Jones to the Bank of New Zealand, produced 10th September, 1910, at 11.30 o'clock. A. V. STURTEVANT, A.L.R.

Mortgage 24525 of lease 7494, Oscar James Crossley Bayly to the Bank of New Zealand, produced 13th October, 1910, 2.30 o'clock. A. V. STURTEVANT, A.L.R.

Mortgage 25276 of lease 6428, Herrman Lewis to Mason Chambers, produced 9th March, 1911, at 12 o'clock. A. V. STURTEVANT, A.L.R.

Caveat 674 against lease 6428, lodged by John Moore Johnston and David Whyte, produced 16th March, 1911, at 10.30 o'clock. A. V. STURTEVANT, A.L.R.

(Withdrawn.—A. V. STURTEVANT, A.L.R.—8th July, 1911.)

Transmission No. 1785, Sarah Jane Lefroy before named, died on the 9th of February, 1909, entered 8th July, 1911, at 12 o'clock. A. V. STURTEVANT, A.L.R.

Discharges of mortgages Nos. 20466, 23099, 23100, and 25276, produced 8th July, 1911, at 12 o'clock. A. V. STURTEVANT, A.L.R.

Transfer No. 22893 of within described land, the Maori Land Board of the Waikato-Maniapoto Maori Land District, as agent for the Native owners, to Walter Harry Bowler, of Auckland, Civil servant, produced 8th July, 1911, at 12 o'clock. A. V. STURTEVANT, A.L.R.

Transfer of lease No. 6428, Herrman Lewis to Walter Harry Bowler above named, produced 8th July, 1911, at 12 o'clock. A. V. STURTEVANT, A.L.R.

Mortgage 25981, Walter Harry Bowler to William Nelson, Robert Donald Douglas McLean, Mason Chambers, Bernard Chambers, Paul Hunter, Robert McNab, and Charles Albert Loughnan of part of within described land, produced 8th July, 1911, at 12 o'clock. A. V. STURTEVANT, A.L.R.

Mortgage 25982, Walter Harry Bowler to Mason Chambers, of part of within described land not included in mortgage No. 25981, produced 8th July, at 12 o'clock. A. V. STURTEVANT, A.L.R.

Transmission 1792 of the undivided interest of William Francis Greenaway (a bankrupt) in underleases Nos. 7492 and 7493 to the Official Assignee in Bankruptcy of the property of William Francis Greenaway, entered 26th July, 1911, at 10.30 o'clock. A. V. STURTEVANT, A.L.R.

Caveat No. 721, lodged by the Maori Land Board of the Waikato-Maniapoto Maori Land District, produced 18th August, 1911, at 11.45 o'clock. A. V. STURTEVANT, A.L.R.

I hereby certify that the foregoing is a true copy of Provisional Register, Vol. 11, folio 699, and of the memorials indorsed thereon.—A. V. STURTEVANT, Assistant Land Registrar.—28th August, 1911.

MOKAU-MOHAKATINO 1G. [P.R. 11/1003A.

Native Land Court Act, 1886, and Mokau-Mohakatino Act, 1888.

In the Native Land Court of New Zealand.—In the matter of the partition of a parcel of land known as Mokau-Mohakatino No. 1, heretofore held under a certificate of title under the Native Land Court Act, 1880, dated 23rd June, 1882.

The twenty-fourth day of May, one thousand eight hundred and eighty-nine.

IT is, as part of the said partition, hereby ordered and declared that the several Natives named in the Schedule indorsed hereon, and therein numbered from 1 to 18, both inclusive, are, as tenants in common in equal shares, entitled to that part of the partitioned land which has on such partition been named by the Court Mokau-Mohakatino No. 1G (2,969 acres), and which part is particularly delineated in the plan indorsed hereon.

As witness the hand of George Boutflower Davy, Esquire, Chief Judge, and the Seal of the Court.

[L.S.]

GEORGE B. DAVY, Chief Judge,
For and on behalf of Laughlin O'Brien, Esquire, retired Judge.

THE SCHEDULE WITHIN REFERRED TO.

No.	Names.
1	Te Huia te Rira.
2	Rangiawhio.
3	Ngara Pano.
4	Rangiauraki.
5	Te Ohu Rimarata.
6	Niwha.
7	Te Ianui.
8	Pirikohoihoi.
9	Hirawanu.
10	Te Kotuku (m, 18).
11	Te Haeana (m, 20).
12	Parehuakirua (successor to Te Ahitahi).
13	Aterea te Ahiwaka (successor to Pareatiu).
14	Te Awa Tuwhenua.
15	Tatanati Awaroa.
16	Hariata Mihi.
17	Te Wiata.
18	Honi Pumipi Kaupirera.

66. Survey lien (on charging order file) produced 20/6/07, at 10 a.m.
R. BAYLEY, A.L.R.

7430. Lease, aboriginal Natives (only those who executed lease 7430) to Joshua Jones, produced 22/6/07, at 12 noon. R. BAYLEY, A.L.R.

7431. Lease, aboriginal Natives (only those who executed lease 7431) to Joshua Jones, produced 22/6/07, at 12 noon. R. BAYLEY, A.L.R.

18662. Mortgage of leases 7430 and 7431, J. Jones to John Plimmer, produced 22/6/07, at 12 noon.
R. BAYLEY, A.L.R.

7430 and 7431. Transfer of within leases 7430 and 7431, J. Plimmer, under power of sale in mortgage 18662, to Wickham Flower, London, England, produced 22/6/07, at 12 noon.
R. BAYLEY, A.L.R.

Z 1316A. Transmission of the estate of W. Flower (deceased) in leases 7430 and 7431 to Sarah Jane Lefroy, Archibald Bence Bence-Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott-Moncrieff, all resident in London, produced 10/8/07, at 10 a.m.
R. BAYLEY, A.L.R.

7430 and 7431. Transfer of leases 7430 and 7431, S. J. Lefroy, A. B. B. Jones, H. K. Welch, and Sir C. C. S. Moncrieff to Joshua Jones, of London, England, settler, produced 10/8/07, at 10 a.m. R. BAYLEY, A.L.R.

18964A. Mortgage of leases of 7430 and 7431, J. Jones to Sarah Jane Lefroy, Archibald Bence Bence-Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott-Moncrieff, produced 10/8/07, at 10 a.m. R. BAYLEY, A.L.R.
(Power of sale exercised; transfer of leases 7430 and 7431.—R. B., A.L.R.)

7430 and 7431. Transfer of leases 7430 and 7431, under power of sale in mortgage No. 18964A, the Registrar of the Supreme Court to Sarah Jane Lefroy, married woman, Archibald Bence Bence-Jones, barrister at law, Henry Kemp-Welch, Esquire, and Sir Colin Campbell Scott-Moncrieff, K.C.M.G., K.C.S.I., retired colonel, all of London, produced 3/9/07, at 2.30 p.m.
R. BAYLEY, A.L.R.

X 529. Caveat noted 2/4/08, at 11.25 a.m. R. BAYLEY, A.L.R.
(Lapsed.—W. S., D.A.L.R.—23/7/08.)

7430 and 7431. Transfer of leases 7430 and 7431, S. J. Lefroy, A. B. B. Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott-Moncrieff, to Herrman Lewis, of Wellington, Gentleman.
W. STUART, D.A.L.R.

20466. Mortgage of leases 7430 and 7431, H. Lewis to Sarah Jane Lefroy, Archibald Bence Bence-Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott-Moncrieff, 23/7/08, at 10.45 a.m.
W. STUART, D.A.L.R.

X 570. Caveat by District Land Registrar affecting leases 7430 and 7431, mortgage 20466, produced 23/2/09, at 2.30 p.m. M. J. KILGOUR, A.L.R.

Withdrawal of caveat No. 570 entered 2nd May, 1910, at 3 o'clock.
A. V. STURTEVANT, A.L.R.

Mortgage 20099 of leases 7430 and 7431, Herrman Lewis to John George Findlay and Frederick George Dalziell, entered 2nd May, 1910, at 3 o'clock. A. V. STURTEVANT, A.L.R.

Mortgage No. 23100 of leases 7430 and 7431, Herrman Lewis to Thomas George Macarthy, entered 2nd May, 1910, at 3 o'clock. A. V. STURTEVANT, A.L.R.

Mortgage No. 25276 of leases 7430 and 7431, Herrman Lewis to Mason Chambers, produced 9th March, 1911, at 12 o'clock. A. V. STURTEVANT, A.L.R.

Caveat No. 674, against leases 7430 and 7431, lodged by John Moore Johnston and David Whyte, produced 18th March, 1911, at 10.30 o'clock. A. V. STURTEVANT, A.L.R.
(Withdrawn.—A. V. STURTEVANT, A.L.R.—8th July, 1911.)

Transmission No. 1785, Sarah Jane Lefroy, before named, died on 9th February, 1909, entered 3rd February, 1911, at 12 o'clock. A. V. STURTEVANT, A.L.R.

Discharges of mortgages Nos. 20466, 23099, 23100, and 25276 produced 8th July, 1911, at 12 o'clock.
A. V. STURTEVANT, A.L.R.

Transfer No. 22893 of within-described land, the Maori Land Board of the Waikato-Maniapoto Maori Land District, as agent for the Native owners, to Walter Harry Bowler, of Auckland, Civil servant, produced 8th July, 1911, at 12 o'clock. A. V. STURTEVANT, A.L.R.

Transfer of leases Nos. 7430 and 7431, Herrman Lewis to Walter Harry Bowler, above named, produced 8th July, 1911, at 12 o'clock. A. V. STURTEVANT, A.L.R.

Mortgage No. 25981, Walter Harry Bowler to William Nelson, Robert Donald Douglas McLean, Mason Chambers, Bernard Chambers, Paul Hunter, Robert McNab, and Charles Albert Loughnan, produced 8th July, 1911, at 12 o'clock. A. V. STURTEVANT, A.L.R.

Caveat No. 721, lodged by the Maori Land Board of the Waikato-Maniapoto Maori Land District, produced 18th August, 1911, at 11.45 o'clock. A. V. STURTEVANT, A.L.R.

I hereby certify the foregoing to be a true copy of Provisional Register, Volume 11, folio 1003A, and the memorials indorsed thereon.—A. V. STURTEVANT, Assistant Land Registrar.—25th August, 1911.

MOKAU-MOHAKATINO No. 1H. [P.R. 11/1004.

Native Land Court Act, 1886, and Mokau-Mohakatino Act, 1888.

In the Native Land Court of New Zealand.—In the matter of the partition of a parcel of land known as Mokau-Mohakatino No. 1, heretofore held under a certificate of title under the Native Land Court Act, 1880, dated 23rd June, 1882.

The twenty-fourth day of May, one thousand eight hundred and eighty-nine.

IT is, as part of the said partition, hereby ordered and declared that the several Natives named in the Schedule indorsed hereon, and therein numbered from 1 to 31, both inclusive, are, as tenants in common in equal shares, entitled to that part of the partitioned land which has on such partition been named by the Court Mokau-Mohakatino No. 1H (19,576 acres), and which part is particularly delineated in the plan indorsed hereon.

As witness the hand of George Boutflower Davy, Esquire, Chief Judge, and the seal of the Court.

[L.S.]

GEO. B. DAVY, Chief Judge,
For and on behalf of Laughlin O'Brien, Esquire, retired Judge.

THE SCHEDULE WITHIN REFERRED TO.

No.	Names.
1	Wata.
2	Ngareta (*alias* Rangiawhia).
3	Te Haeana (m, 20).
4	Pano (*alias* Ngara Pano).
5	Te Rupe.
6	Huia te Rira.
7	Te Kotuku (m, 18).
8	Emani te Tawhi (*alias* Emani te Hau).
9	Te Kapa te Aria (*alias* Rangiwaea).
10	Te Hau.
11	Marata Mano.
12	Te Rerehau Etuihi.
13	Te Topuni.
14	Toroa Maria.
15	Rangiauraki.
16	Pirikohoihoi.
17	Ripeka Ngamuna.
18	Hinewai Teira (f, 5) } Successors to Mahora
19	Mohora Teira (f, 9) } Hema and Te Teira
20	Te Teira (m, 3) } Kaharoa.
21	Toheriri.
22	Ngahiraka.
23	Tangihaere te Tahana.
24	Tukiata te Whakainu.
25	Te Katoa.
26	Parehuakirua (successor to Ahitahi).
27	Aterea te Ahiwaka (successor to Pareatiu).
28	Teriaki Tikaokao (f, 19).
29	Te Whakarewai (f, 17).
30	Karutahi (m, 16).
31	Tawhana te Kaharoa.

65. Survey lien (on charging order file) produced 20/6/07, at 10 a.m.
R. BAYLEY, A.L.R.

7428. Lease, aboriginal Natives (only those who executed lease 7428) to Joshua Jones, produced 22/6/07, at 12 noon. R. BAYLEY, A.L.R.

7429. Lease, aboriginal Natives (only those who executed lease 7429) to Joshua Jones, produced 22/6/07, at 12 noon. R. BAYLEY, A.L.R.

18662. Mortgage of leases 7428 and 7429, J. Jones to John Plimmer, produced 22/6/07, at 12 noon.
R. BAYLEY, A.L.R.

7428 and 7429. Transfer under power of sale in mortgage 18662, J. Plimmer to Wickham Flower, of London, England, produced 22/6/07, at 12 noon. R. BAYLEY, A.L.R.

Z 1316A. Transmission of estate of W. Flower in leases 7428 and 7429 to Sarah Jane Lefroy, Archibald Bence Bence-Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott-Moncrieff, all resident in London, produced 10/8/07, at 10 a.m. R. BAYLEY, A.L.R.

7428 and 7429. Transfer of leases 7428 and 7429, S. J. Lefroy, A. B. B. Jones, H. K. Welch, and Sir Colin Campbell Scott-Moncrieff to Joshua Jones, of London, England, settler, produced 10/8/07, at 10 a.m. (See T.L. 6428). R. BAYLEY, A.L.R.

18964A. Mortgage of leases 7428 and 7429, J. Jones to Sarah Jane Lefroy, Archibald Bence Bence-Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott-Moncrieff, produced 10/8/07, at 10 a.m.
R. BAYLEY, A.L.R.
(Power of sale exercised; transfer leases 7428 and 7429.—R. B., A.L.R.)

7428 and 7429. Transfer of leases 7428 and 7429, under power of sale in mortgage 18964A, the Registrar of Supreme Court to Sarah Jane Lefroy, married woman; Archibald Bence Bence-Jones, barrister at law; Henry Kemp-Welch, Esquire; and Sir Colin Campbell Scott-Moncrieff, K.C.M.G., K.C.S.I., retired colonel, all of London, produced 3/9/07, at 2 p.m. (See T.L. 428.)
R. BAYLEY, A.L.R.

X 529. Caveat noted, 2/4/08, 11.25 a.m. R. BAYLEY, A.L.R.
(Lapsed.)

X 529. Caveat noted, 2/4/08, at 11.25 a.m. R. BAYLEY, A.L.R.
(Lapsed.—W. S., D.A.L.R.—23/7/08.)

7428 and 7429. Transfer of leases 7428 and 7429, S. J. Lefroy, A. B. B. Jones, H. K. Welch, and Sir Colin Campbell Scott-Moncrieff to Herrman Lewis, of Wellington, gentleman, produced 23/7/08, at 10.45 a.m. (See T.L. 6428.) W. STUART, D.A.L.R.

20466. Mortgage of leases 7428 and 7429, H. Lewis to Sarah Jane Lefroy, Archibald Bence Bence-Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott-Moncrieff, produced 23/7/08, at 10.45 a.m.
W. STUART, D.A.L.R.

570. Caveat by District Land Registrar affecting leases 7428 and 7429, mortgage 20466, produced 19/2/09, at 2.30 p.m. M. J. KILGOUR, A.L.R.

Withdrawal of caveat No. 570, produced 2nd May, 1910, at 3 p.m. A. V. STURTEVANT, A.L.R.

Mortgage No. 23099 of leases Nos. 7428 and 7429, Herrman Lewis to John George Findlay and Frederick George Dalziell, entered 2nd May, 1910, at 3 p.m. A. V. STURTEVANT, A.L.R.

Mortgage No. 23100 of leases Nos. 7428 and 7429, Herrman Lewis to Thomas George Macarthy, entered 2nd May, 1910, at 3 p.m. A. V. STURTEVANT, A.L.R.

Mortgage No. 25276 of leases Nos. 7428 and 7429, Herrman Lewis to Mason Chambers, produced 9th March, 1911, at 12 noon. A. V. STURTEVANT, A.L.R.

Caveat No. 674 against leases Nos. 7428 and 7429, lodged by John Moore Johnston and David Whyte, produced 18th March, 1911, at 10.30 a.m. A. V. STURTEVANT, A.L.R.
(Withdrawn.—A. A. STURTEVANT, A.L.R.—8th July, 1911).

Transmission No. 1785, Sarah Jane Lefroy above-named, died on 9th February, 1909, entered 8th July, 1911, at 12 noon. A. V. STURTEVANT, A.L.R.

Discharges of mortgages Nos. 20466, 23099, 23100, and 25276, produced 8th July, 1911, at 12 noon. A. V. STURTEVANT, A.L.R.

Transfer No. 22893 of within-described land, the Maori Land Board of the Waikato-Maniapoto Maori Land District, as agent for the Native owners, to Walter Harry Bowler, of Auckland, Civil servant, produced 8th July, at 12 noon. A. V. STURTEVANT, A.L.R.

Transfer of leases Nos. 7428 and 7429, Herrman Lewis to Walter Harry Bowler above-named, produced 8th July, 1911, at 12 noon. A. V. STURTEVANT, A.L.R.

Mortgage No. 25981, Walter Harry Bowler to William Nelson, Robert Donald Douglas McLean, Mason Chambers, Bernard Chambers, Paul Hunter, Robert McNab, and Charles Albert Loughnan, produced 8th July, 1911, at 12 noon. A. V. STURTEVANT, A.L.R.

Caveat No. 721, lodged by the Maori Land Board of the Waikato-Maniopoto Land District, produced 18th August, 1911, at 11.45 a.m. A. V. STURTEVANT, A.L.R.

I hereby certify that the foregoing is a true copy of Provisional Register, Volume 11, folio 1004, and the memorials indorsed thereon.—A. V. STURTEVANT, Assistant Land Registrar.—28th August, 1911.

MOKAU-MOHAKATINO No. 1J. [P.R. 11/1005.

Native Land Court Act, 1886, and Mokau-Mohakatino Act, 1886.

In the Native Land Court of New Zealand.—In the matter of the partition of a parcel of land known as Mokau-Mohakatino No. 1, heretofore held under a certificate of title under the Native Land Court Act, 1880, dated 23rd June, 1882.

The twenty-fourth day of May, one thousand eight hundred and eighty-nine.

IT is, as part of the said partition, hereby ordered and declared that the several Natives named in the schedule indorsed hereon, and therein numbered from 1 to 36, both inclusive, are, as tenants in common, and in the proportions set forth therein, entitled to that part of the partitioned land which has on such partition been named by the Court Mokau-Mohakatino No. 1J (4,260 acres), and which part is particularly delineated in the plan indorsed hereon.

As witness the hand of George Boutflower Davy, Esquire, Chief Judge, and the seal of the Court, [L.S.] GEO. B. DAVY, Chief Judge.

For and on behalf of Laughlin O'Brien, Esq., retired Judge.

THE SCHEDULE WITHIN REFERRED TO.

No.	Names.	Shares.	No.	Names.	Shares.
1	Parehuakirua (successor to Te Ahitahi)	1	19	Pango Nape	1
2	Kingi Wetere (*alias* Kingi Takerei)	1	20	Ngahoki Rawinia	1
3	Parewaero Wetere (*alias* Pare Waero) (f., 17)	1	21	Te Wiata	
4	Hone Wetere (*alias* Hone Kuku) (m., 19)	1	22	Tauhia te Wiata (m., 3)	1
5	Te Koro Wetere (*alias* Te Koro) (m., 16)	1	23	Tina te Wiata (f., 6)	
6	Te Ra Wetere (*alias* Te Ra Tati)	1	24	Harata te Wiata	
7	Kiri Haehae Wetere (*alias* Huirangi)	1	25	Te Watene te Wiata (m., 13)	1
8	Wharetarawa	1	26	Tarakete Wiata (f., 9)	
9	Kerenapu Purua	1	27	Ruhia Mawete	1
10	Takirau Watihi	1	28	Epiha Karoro	1
11	Te Oro Watihi	1	29	Hone Keko	1
12	Wetini Paneta	1	30	Hamuera Karoro	1
13	Te Uria Roka	1	31	Kere Napu Purua (successor to Taiaroa)	1
14	Te Wiata	1	32	Hone Pumipi Kauparera	1
15	Hema te Puhanga	1	33	Rangiwhakaauenui	1
16	Rapana Tiki	1	34	Pirikohoihoi	1
17	Ngawhakaheke	1	35	Te Huia te Rira	1
18	Mamaeroa	1	36	Rangiawhio	1

67. Survey lien (on charging-order file), produced 20/6/07, at 10 a.m. R. BAYLEY, A.L.R.

7432. Lease aboriginal Natives (only those who executed lease 7432) to Joshua Jones, produced 22/6/07, at 12 noon. R. BAYLEY, A.L.R.

7433. Lease, aboriginal Natives (only those who executed lease 7433) to Joshua Jones, produced 22/6/07, at 12 noon. R. BAYLEY, A.L.R.

18662. Mortgage of leases 7432 and 7433, J. Jones to John Plimmer, produced 22/6/07, at 12 noon. R. BAYLEY, A.L.R.

7432 and 7433. Transfer under power of sale in mortgage 18662, J. Plimmer to Wickham Flower, of London, England, produced 22/6/07, at 12 noon. R. BAYLEY, A.L.R.

Z 1316A. Transmission of estate of W. Flower, deceased, in leases 7432 and 7433, to Sarah Jane Lefroy, Archibald Bence Bence-Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott-Moncrieff, all resident in London, produced 10/8/07, at 10 a.m. R. BAYLEY, A.L.R.

7432 and 7433. Transfer of leases 7432 and 7433, S. J. Lefroy, A. B. B.-Jones, H. K.-Welch, and Sir Colin Campbell Scott-Moncrieff to Joshua Jones, of London, England, settler, produced 10/8/07, at 10 a.m. R. BAYLEY, A.L.R.

18964A. Mortgage of leases 7432 and 7433, J. Jones to Sarah Jane Lefroy, Archibald Bence Bence-Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott-Moncrieff, produced 10/8/07, at 10 a.m. R. BAYLEY, A.L.R.

(Power of sale exercised ; transfer of leases 7432 and 7433.—R. BAYLEY, A.L.R.)

7432 and 7433. Transfer of leases 7432 and 7433 under power of sale in mortgage 18964A, the Registrar of Supreme Court to Sarah Jane Lefroy, married woman ; Archibald Bence Bence-Jones, barrister-at-law ; Henry Kemp-Welch, Esquire ; and Sir Colin Campbell Scott-Moncrieff, K.C.M.G., K.C.S.I., retired Colonel, all of London, produced 3/8/07, at 2.30 p.m. (see T.L. 6428). R. BAYLEY, A.L.R.

X 529. Caveat noted, 2/4/08, at 11.25 a.m. R. BAYLEY, A.L.R.

(Lapsed.—W. STUART, D.A.L.R.—23/7/08.)

X 529. Caveat noted, 2/4/08, at 11.25 a.m. R. BAYLEY, A.L.R.

(Lapsed.—W. STUART, D.A.L.R.—23/7/08.)

7432 and 7433. Transfer of leases 7432 and 7433, S. J. Lefroy, A. B. B.-Jones, H. K.-Welch, and Sir Colin Campbell Scott-Moncrieff to Herrman Lewis, of Wellington, gentleman, produced 23/7/08, at 10.45 a.m. (see T.L. 6428). W. STUART, D.A.L.R.

20466. Mortgage of leases 7432 and 7433, H. Lewis to Sarah Jane Lefroy, Archibald Bence Bence-Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott-Moncrieff, produced 23/7/08, at 10.45 a.m. W. STUART, D.A.L.R.

X 570. Caveat by District Land Registrar affecting leases 7432 and 7433, mortgage 20466, produced 23/2/09, at 2.20. p.m. M. J. KILGOUR, A.L.R.

Withdrawal of caveat No. 570, entered 2nd May, 1910, at 3 p.m. A. V. STURTEVANT, A.L.R.

Mortgage 23099 of leases Nos. 7432 and 7433, Herrman Lewis to John George Findlay and Frederick George Dalziell, entered 2nd May, 1910, at 3 p.m. A. V. STURTEVANT, A.L.R.

Mortgage 23100 of leases 7432 and 7433, Herrman Lewis to Thomas George Macarthy, entered 2nd May, 1910, at 3 p.m. A. V. STURTEVANT, A.L.R.

Mortgage No. 25276 of leases Nos. 7432 and 7433, Herrman Lewis to Mason Chambers, entered 9th March, 1911, at 12 noon. A. V. STURTEVANT, A.L.R.

Caveat No. 674 against leases Nos. 7432 and 7433, lodged by John Moore Johnston and David Whyte, produced 18th March, 1911, at 10.30 a.m. A. V. STURTEVANT, A.L.R.

(Withdrawn.—A. V. STURTEVANT, A.L.R.—8th July, 1911).

Transmission No. 1785, Sarah Jane Lefroy before-named, died on 9th February, 1909, entered 8th July, 1911, at 12 noon. A. V. STURTEVANT, A.L.R.

Discharges of mortgages Nos. 20466, 23099, 23100, and 25276, produced 8th July, 1911, at 12 noon. A. V. STURTEVANT, A.L.R.

Transfer No. 22893 of within-described land, the Maori Land Board of the Waikato-Maniapoto Maori Land District, as agent for the Native owners, to Walter Harry Bowler, of Auckland, Civil servant, produced 8th July, 1911, at 12 noon. A. V. STURTEVANT, A.L.R.

Transfer of leases Nos. 7432 and 7433, Herrman Lewis to Walter Harry Bowler above-named, produced 8th July, 1911, at 12 noon. A. V. STURTEVANT, A.L.R.

Mortgage No. 25981, Walter Harry Bowler to William Nelson, Robert Donald Douglas McLean, Mason Chambers, Bernard Chambers, Paul Hunter, Robert McNab, and Charles Albert Loughnan, produced 8th July, at 12 noon. A. V. STURTEVANT, A.L.R.

Caveat No. 721, lodged by the Maori Land Board of the Waikato-Maniapoto Maori Land District, produced 18th August, 1911, at 11.45 a.m. A. V. STURTEVANT, A.L.R.

I hereby certify that the foregoing is a true copy of Provisional Register, Volume 11, folio 1005, and the memorials indorsed thereon.—A. V. STURTEVANT, Assistant Land Registrar.—28th August, 1911.

No. 39.

The Chairman, Native Affairs Committee, Wellington. 9th September, 1911.

Mokau-Mohakatino Nos. 1F, 1G, 1H, and 1J.

As requested in your memo. of the 1st instant, I forward herewith lists of owners in the above-named blocks. E. P. EARLE, Registrar.

MOKAU-MOHAKATINO No. 1F.

Area: 26,480 acres. Title: Partition order under section 31 of the Native Land Court Act, 1886, and the Mokau-Mohakatino Act, 1888. Date: 24th May, 1889.

Owners.

No.	Names.	Shares.
1.	Rangiwaea	1
2.	Marata Mano	1
3.	Te Topuni	1
4.	Te Huia te Rira	3
5.	Rangiawhia	3
6.	Ngara Pano	3
7.	Whare Tarawa	3
8.	Huirangi	3
9.	Te Ra Tati	3
10.	Rangiauraki	3
11.	Te Ohu Rimarata	3
12.	Rangiirihia	3
13.	Niwha	3
14.	Ngapaki Parekarau	3
15.	Tawhana Kaharoa	1
16.	Ngahiraka	1
17.	Toheriri	1
18.	Tangihaere te Tahana	1
19.	Ripeka Ngamuna	1
20.	Te Ianui	2
21.	Pirikohoihoi	3
22.	Te Wiata	3
23.	Waeonokerei	½
24.	Te Ata Wetere	½
25.	Putiputi Takirau	3
26.	Hine Hoea	½
27.	Kerenapu Purua	3
28.	Hone Pumipi Kauparera	2
29.	Takirau Watihi	3
30.	Ruhia Mawete	2
31.	Te Oro Watihi	3
32.	Hone Keko	1
33.	Hamuera Karoro, *alias* Samuel Epiha	1
34.	Ngawhakaheke	3
35.	Parewaero (f., 17: now adult)	3
36.	Mamaeroa	3
37.	Pango Nape	3
38.	Hirawanu	1
39.	Wiari Rawiri	1
40.	Wetini Paneta	3
41.	Rapana Tiki	3
42.	Te Uira Roka	3
43.	Heme te Puhanga	3
44.	Ngahoki Rawinia	3
45.	Matawha Taihakurei	1
46.	Kingi Takerei	3
47.	Ngatohu Mira	1
48.	Waiata Raupa	1
49.	Te Koro (m., 16: now adult)	3
50.	Hone Kuku (m., 19: now adult)	3
51.	Tarete Rawinia	3
52.	Raiha Miroi	½
53.	Te Puke Kipa	½
54.	Hone Kipa	½
55.	Heta Tokiriki	1
56.	Taniora Wharauroa	1
57.	Makereti Hinewai	1
58.	Rangituataka	1
59.	Te Kotuku (m., 18: now adult)	3
60.	Te Haeana (m., 20: now adult)	3
61.	Teriaki Tikaokao (f., 19: now adult)	1
62.	Whakarewai (f., 17: now adult)	1
63.	Karutahi (m., 16: now adult)	1
64.	Ketetahi (m., 10: now adult)	2
65.	Te Kehu te Kiri (f., 16: now adult)	1
66.	Takerei Kingi (m., 12)	Successors to Wetere te Rerenga. 1 share to be divided equally.
67.	Rangihuia Kingi (f., 14)	
68.	Hera Kingi (f., 10)	
69.	Te Wera Wetere (m., 3)	
70.	Teo Tati (m., 8)	
71.	Wata	1
72.	Ngarita, *alias* Rangiawhio	½ share to be divided equally.
73.	Te Haeana (m., 20: now adult)	
74.	Pano, *alias* Ngara Pano)	
75.	Te Rupe	1
76.	Huia te Rira	¼ share to be divided equally.
77.	Kotuku (m., 18: now adult)	
78.	Emani te Hau, *alias* Emani te Tawhe	¼ share to be divided equally.
79.	Te Kapa te Aria, *alias* Rangiwaea	
80.	Tiramate Wetere (successor to Hera Taupuru)	1
81.	Mahora Teira (f., 9: now adult)	Successors to Te Teira te Kaharoa. 1 share to be divided equally.
82.	Hinewai Teira (f., 5: now adult)	
83.	Te Teira (m., 3: now adult)	
84.	Kerenapu Purua (successor to Taiaroa)	3
85.	Te Wairua Tumanako (successor to Tumanako)	1
86.	Mere te Aurere (successor to Tukino Mohi)	2
87.	Parehuakirua (successor to Te Ahitahi)	3
88.	Hauwhenua Wetere (f., 7: now adult)	Successors to PoutamaHira. 1 share divided equally.
89.	Te Wera Wetere (m., 3: now adult)	
90.	Te Wiata	Successors to TeWiataInia. 3 shares divided equally.
91.	Tauhia te Wiata (m., 3: now adult)	
92.	Tiria te Wiata (f., 6: now adult)	
93.	Harata te Wiata	Successors to Roko Wiata. 3 shares divided equally.
94.	Te Watene te Wiata (m., 13: now adult)	
95.	Tarake te Wiata (f., 9: now adult)	
96.	Epiha Karoro	1
97.	Te Rangiwakaauenui	3
98.	Rangitiatia (f., 10: now adult)	3
99.	Whare Tarawa	¼ share
100.	Putiputi Takirau	¼ "
101.	Te Ruruku	¼ "
102.	Kingi Wetere, *alias* Takerei	¼ share to be divided equally. Successors to Titokorangi.
103.	Erena Wetere	
104.	Te Ra Taati	
105.	Tiramate Wetere	
106.	Hone Hira Wetere	
107.	Parewaero Wetere	
108.	Te Koro Wetere (m., 16: now adult)	
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Successors.

Deceased.	Date.	Successors.
Hone Kuku	15/1/94	Te Ra Rewatu (f.), of Te Kuiti
Tia Ngawhakaheke, *alias* Pango Nape	,,	Roha Pahiri (f., 9 : now adult), of Mokau Hone Hira Pahiri (m., 5 : now adult), of Mokau } equally.
Te Orangatira Rewatu, *alias* Te O Tati	12/1/94	Te Ra Rewatu (f.), of Te Kuiti Hera Kiingi (f., 15 : now adult), of Te Kuiti } equally.
Pine, *alias* Te Rangiauraki ..	,,	Te Ripo Huia (m., 15), of Mokau, $\frac{1}{3}$ share. Te Rawea Huia (f., 8), of Mokau, $\frac{1}{3}$ share. Te Arawaka Huia (m., 6), of Mokau, $\frac{1}{3}$ share. (Trustees for minors—Nuwha te Ohu and Te Huia te Rira.)
Te Rira, *alias* Te Haeana ..	15/1/94	Te Huia te Rira (m.), of Mokau.
Rimarata, *alias* Te Ohu Rimarata	23/6/96	Te Ripo te Huia (m.), of Te Kuiti Rangiauraki te Huia (f., 12), of Te Kuiti Te Arawaka te Huia (m., 10), of Te Kuiti } equally. (Trustee for minors—Niwha te Ohu.)
Te Huia te Rira	20/6/96	Te Ripo te Huia (m.), of Te Kuiti.
Hema te Puhanga	28/8/97	Te Uira Roka (f.a.) Te Wiata te Horu (m.a.) } equally.
Kerenapu Purua	26/11/97	Taiaroa Wharetarawa (m.a.) Te Kirihaehae Wetere (f.a.) } equally.
Parewaero (Wetere) ..	,,	Hera Kingi (f.a.).
Rapana Tawhao (Rapana Tiki)	17/1/99	Harata te Wiata (f.), of Otaki, $\frac{1}{14}$share. Tiria te Wiata (f.), of Otaki, $\frac{1}{14}$ share. Tarake te Wiata (m.), of Otaki, $\frac{1}{14}$ share. Ngatoto te Wiata (f. 15), of Otaki, $\frac{1}{14}$ share. Tauhia te Wiata (m., 11), of Otaki, $\frac{1}{14}$ share. Te Rauehu te Wiata (m., 10), of Otaki, $\frac{1}{14}$ share. Te Watene te Waiata (m.), of Otaki, $\frac{1}{14}$ share. Te Uira Roka (f.), of Otaki, $\frac{1}{2}$ share. (Trustee for minors—Harata te Wiata.)
Takirau Watihi	,,	Mihirangi te Aramau (f., 17), of Awakino, $\frac{1}{8}$ share. Mihiata te Aramau (f., 10), of Awakino, $\frac{1}{8}$ share. Takirau Watihi (m., 2), of Awakino, $\frac{1}{8}$ share. Paneta Watihi (m., 1), of Awakino, $\frac{1}{8}$ share. Te Oro Watihi (m.), of Mokau, $\frac{1}{2}$ share. (Trustee for minors—Te Aramau Paneta.)
Matawha Taihakure.. ..	27/5/99	Kahu Rautete Matawha (f., 13). (Trustee—Mihi Matawha.)
Rangiwakaauenui	11/1/01	Te Uira Roka (f.), of Otaki.
Hone Keko	15/1/01	Kohi Hone Keko (f.), of Otaki.
Ngatohu Keepa, *alias* Ngatohu Mira	18/11/01	Koopa Ngatohu (f.), of Mahoenui.
Putiputi Takirau	18/1/04	Te Koro Wetere (m.), of Mahoenui.
Tawhana Kaharoa	11/2/04	Pohe Tawhana (m.), of Te Kuiti Ngahuia Tawhana (f.), of Te Kuiti Parehina Tawhana (f.), of Te Kuiti Te Mahuri Tawhana (m.), of Te Kuiti Hineari Tawhana (f.), of Te Kuiti Te Kaharoa Tawhana (m.), of Te Kuiti } equally.
Mere te Aurere, *alias* Te Aurere Poihipi	2/2/05	Taniora te Wharau (m.), of Mokau.
Ruiha Mawete	22/11/05	Hamuera Epiha (m.) Kimi Matenga (f.) Te Teira Ihakara (m.) Te Wharemaru Ihakara (m.) Pirihira Epiha (f.) Peti Epiha (f.) Takiri Ruhia (f., 9) } equally. (Trustee for minor—Pirihira Epiha Ihakara.)
Epiha Karoro	,,	Kimi Matenga and Hamuera Epiha } equally.
Te Rangituataka	20/9/06	Te Wera Wetere (m.).
Hone Pumipi Kauparera ..	24/9/06	Te Ketetahi Parekarau (m.) Te Wairua Tumanako (f.) } equally.
Hira Wanu	25/11/07	Kahu Rautete Matawha (f.).
Mamaeroa	2/12/07	Rahira Ngawhakaheke, of Mokau.
Te Topuni (Te Kanihi) ..	10/2/08	Taruke te Oha (f.), of Aria.

Successors—continued.

Deceased.	Date.	Successors.
Te Wiata te Horu, *alias* Te Wiata	20/3/09	Harata te Wiata (f.), of Otaki Tiria te Wiata (f.), of Otaki Te Watene te Wiata (m.), of Otaki Tarake te Wiata (m.), of Otaki Pakupaku te Wiata (f.), of Otaki Tauhia te Wiata (m.), of Otaki Te Nehu te Wiata (m.), of Otaki — equally.
Hone Hira Pahiri	2/5/10	Te Roha Pahiri (f.), of Mokau.
Heta Tokiriki	,,	Te Roha Pahiri (f.), of Mokau.
Hinehoea (Wehitaua) ..	23/5/10	Tangi Weti (m.) Ngatoa Pekamu (m.) Ratima Pekamu (m.) Taruke Pekamu (f.) — equally.
Te Kotuku	1/2/11	Ngareta te Rira (f.), $\frac{1}{3}$ share. Waata te Rira (m.), $\frac{1}{3}$ share. Te Arawaka te Huia (m.), $\frac{1}{9}$ share. Te Ripo te Huia (m.), $\frac{1}{9}$ share. Rawea te Huia (f.), $\frac{1}{9}$ share.
Ripeka Ngamuna	,,	Ngareta te Rira (f.), $\frac{1}{3}$ share. Waata te Rira (m.), $\frac{1}{3}$ share. Te Arawaka te Huia (m.), $\frac{1}{9}$ share. Te Ripo te Huia (m.), $\frac{1}{9}$ share. Rawea te Huia (f.), $\frac{1}{9}$ share.
Te Huia te Rira (successors appointed to this deceased, 20/6/96)	,,	Te Arawaka te Huia (m.), of Mahoenui Te Ripo te Huia (m.), of Mahoenui Rawea te Huia (f.), of Mahoenui — equally.
Ngara Pano	,,	Ngareta te Rira (f.), $\frac{1}{3}$ share. Waata te Rira (m.), $\frac{1}{3}$ share. Te Arawaka te Huia (m.), $\frac{1}{9}$ share. Te Ripo te Huia (m.), $\frac{1}{9}$ share. Rawea te Huia (f.), $\frac{1}{9}$ share.
Te Rupe	,,	Ngareta te Rira (f.), $\frac{1}{3}$ share. Waata te Rira (m.), $\frac{1}{3}$ share. Te Arawaka te Huia (m.), $\frac{1}{9}$ share. Te Ripo te Huia (m.), $\frac{1}{9}$ share. Rawea te Huia (f.), $\frac{1}{9}$ share.
Parehuakirua	,,	Ngareta te Rira (f.), $\frac{1}{3}$ share. Waata te Rira (m.), $\frac{1}{3}$ share. Te Arawaka te Huia (m.), $\frac{1}{9}$ share. Te Ripo te Huia (m.), $\frac{1}{9}$ share. Rawea te Huia (f.), $\frac{1}{9}$ share.
Karutahi	,,	Te Hauwhenua Karutahi (f., 9) Karutahi Karutahi (m., 7) — equally. (Trustee for minors—Taruke te Oha, (f.))
Hineari Tawhana	,,	Pohe Tawhana (m.) Ngahuia Tawhana (f.) Parehina Tawhana (f.) Te Kaharoa Tawhana (f.) Te Mahuri Tawhana (m.) — equally.
Te Ra Tati, *alias* Te Ra Taati, *alias* Te Ra Rewatu	,,	Takerei Kingi (m.) Rangihuia Kingi (f.) Hera Kingi (f.) — equally.
Kingi Wetere (Kingi Takerei)	,,	Takerei Kingi (m.), of Mahoenui.
Hone Hira Wetere	,,	Tiramate Pohe (f.), of Te Kuiti.
Te Hauwhenua Wetere ..	,,	Te Wera Wetere (m.), of Piopio.

MOKAU-MOHAKATINO NO. 1G.

Area: 2,969 acres. Title: Partition order under section 31 of the Native Land Court Act, 1886, and Mokau-Mohakatino Act, 1888. Date: 24th May, 1889.

Owners.

1. Te Huia te Rira.
2. Rangiawhio.
3. Ngara Pano.
4. Rangiauraki.
5. Te Ohu Rimarata.
6. Niwha.
7. Te Ianui.
8. Pirikohoihoi.
9. Hirawanu.
10. Te Kotuku (m., 18).
11. Te Haeana (m., 20).
12. Parehuakirua.
13. Aterea te Ahiwaka.
14. Te Awa Tuwhenua.
15. Tatana te Awaroa.
16. Hariata Mihi.
17. Te Wiata.
18. Hone Pumipi Kauparero.

Successors.

Deceased.	Date.	Successors.
Te Rira, *alias* Te Haeana ..	15/1/94	Ngareta Tangiawhio (f.), of Mokau.
Pine, *alias* Rangiauraki ..	12/1/94	Te Ripo Huia (m., 15 : now adult), of Mokau, $\frac{1}{3}$ share. Te Rawea Huia (f., 8 : now adult), of Mokau, $\frac{1}{3}$ share. Te Arawaka Huia (m., 6 : now adult), of Mokau, $\frac{1}{3}$ share.
Te Huia te Rira	20/6/96	Rangiauraki te Huia (f., 12), of Te Kuiti.
Rimarata, *alias* Te Ohu Rimarata	23/6/96	Te Arawaka te Huia (m., 10 : now adult), of Te Kuiti.
Hone Pumipi Kauparera ..	24/9/06	Te Ketetahi Parekarau (m.) Te Wairua Tumanako (f.) } equally.
Hira Wanu	25/11/07	Kahu Rautete Matawha (f.).
Te Wiata, *alias* Te Wiata te Horu	20/3/09	Harata te Wiata (f.), of Otaki Tiria te Wiata (f.), of Otaki Te Watene te Wiata (m.), of Otaki Tarake te Wiata (m.), of Otaki Pakupaku te Wiata (f.), of Otaki Tauhia te Wiata (m.), of Otaki Te Nehu te Wiata (m.), of Otaki } equally.
Rangiauraki te Huia ..	1/2/11	Te Arawaka te Huia (m.) Te Ripo te Huia (m.) Rawea te Huia (f.) } equally.
Parehuakirua	,,	Ngareta te Rira (f.), $\frac{1}{3}$ share. Waata te Rira (m.), $\frac{1}{3}$ share. Te Arawaka te Huia (m.), $\frac{1}{9}$ share. Te Ripo te Huia (m.), $\frac{1}{9}$ share. Rawea te Huia (f.), $\frac{1}{9}$ share.
Ngara Pano	,,	Ngareta te Rira (f.), $\frac{1}{3}$ share. Waata te Rira (m.), $\frac{1}{3}$ share. Te Arawaka te Huia (m.), $\frac{1}{9}$ share. Te Ripo te Huia (m.), $\frac{1}{9}$ share. Rawea te Huia (f.), $\frac{1}{9}$ share.
Te Kotuku	,,	Ngareta te Rira (f.), $\frac{1}{3}$ share. Waata te Rira (m.), $\frac{1}{3}$ share. Te Arawaka te Huia (m.), $\frac{1}{9}$ share. Te Ripo te Huia (m.), $\frac{1}{9}$ share. Rawea te Huia (f.), $\frac{1}{9}$ share.

MOKAU-MOHAKATINO No. 1H.

Area : 19,576 acres. Title : Partition order under section 31 of the Native Land Court Act, 1886, and Mokau-Mohakatino Act, 1888. Date : 24th May, 1889.

Owners.

1. Wata.
2. Ngareta, *alias* Rangiawhia.
3. Te Haeana (m., 20).
4. Pano, *alias* Ngara Pano.
5. Te Rupe.
6. Huia te Rira.
7. Te Kotuku (m., 18 : now adult).
8. Emani te Tawhi, *alias* Emani te Hau.
9. Te Kapa te Aria, *alias* Rangiwaea.
10. Te Hau.
11. Marata Mano.
12. Te Rerehau Etuihi.
13. Te Topuni.
14. Toroa Maria.
15. Rangiauraki.
16. Pirikohoihoi.
17. Ripeka Ngamuna.
18. Hinewai Teira (f., 5).
19. Mahora Teira (f., 9).
20. Te Teira (m., 3).
21. Toheriri.
22. Ngahiraka.
23. Tangihaere te Tahana.
24. Tukiata te Whakainu.
25. Te Katoa.
26. Parehuakirua (successor to Akitahi).
27. Aterea te Ahiwaka (successor to Pareatiu).
28. Teriaki Tikaokao (f., 19 : now adult).
29. Te Whakarewai (f., 17 : now adult).
30. Karutahi (m., 16 : now adult).
31. Tawhana te Kaharoa.

Successors.

Deceased.	Date.	Successors.
Te Rira, *alias* Te Haeana ..	15/1/94	Ngara te Rira (f.), of Mokau.
Te Huia te Rira	20/6/96	Te Arawaka te Huia (m., 10 : now adult), of Te Kuiti.
Te Hau	30/10/01	Emani te Aria (m.), of Otorohanga.
Kuia Puru, *alias* Te Rerehau Etuihi	1/11/01	Waata te Rira (m.), of Mahoenui.
Emani te Tawhi, *alias* Emani te Aria	15/9/06	Taruke te Oha (f.).
Tawhana te Kaharoa ..	18/11/10	Pohe Tawhana (m.), of Te Kuiti Ngahuia Tawhana (f.), of Te Kuiti Te Mahuri Tawhana (m.), of Te Kuiti equally. Te Riri Tawhana (m.), of Te Kuiti Parehina Tawhana (f.), of Te Kuiti
Rangiauraki	..	Te Arawaka te Huia (m.), of Mahoenui Te Ripo te Huia (m.), of Mahoenui equally. Rawea te Huia (f.), of Mahoenui
Te Kotuku	..	Aterea te Ahiwaka (m.), of Mahoenui, $\frac{1}{3}$ share. Waata te Rira (m.), of Mahoenui, $\frac{1}{3}$ share Te Arawaka te Huia (m.), of Mahoenui, $\frac{1}{9}$ share. Te Ripo te Huia (m.), of Mahoenui, $\frac{1}{9}$ share. Rawea te Huia (f.), of Mahoenui, $\frac{1}{9}$ share.
Te Rupe	..	Aterea te Ahiwaka (m.), of Mahoenui, $\frac{1}{3}$ share. Waata te Rira (m.), of Mahoenui, $\frac{1}{3}$ share. Te Arawaka te Huia (m.), of Mahoenui, $\frac{1}{9}$ share. Te Ripo te Huia (m.), of Mahoenui, $\frac{1}{9}$ share. Rawea te Huia (f.), of Mahoenui, $\frac{1}{9}$ share.
Ripeka Ngamuna	,,	Aterea te Ahiwaka (m.), of Mahoenui, $\frac{1}{3}$ share. Waata te Rira (m.), of Mahoenui, $\frac{1}{3}$ share. Te Arawaka te Huia (m.), of Mahoenui, $\frac{1}{9}$ share. Te Ripo te Huia (m.), of Mahoenui, $\frac{1}{9}$ share. Rawea te Huia (f.), of Mahoenui, $\frac{1}{9}$ share.
Parehuakirua	,,	Aterea te Ahiwaka (m.), of Mahoenui, $\frac{1}{3}$ share. Waata te Rira (m.), of Mahoenui, $\frac{1}{3}$ share. Te Arawaka te Huia (m.), of Mahoenui, $\frac{1}{9}$ share. Te Ripo te Huia (m.), of Mahoenui, $\frac{1}{9}$ share. Rawea te Huia (f.), of Mahoenui, $\frac{1}{9}$ share.
Pano, *alias* Ngara Pano, *alias* Ngara te Rira	..	Aterea te Ahiwaka (m.), of Mahoenui, $\frac{1}{3}$ share. Waata te Rira (m.), of Mahoenui, $\frac{1}{3}$ share. Te Arawaka te Huia (m.), of Mahoenui, $\frac{1}{9}$ share. Te Ripo te Huia (m.), of Mahoenui, $\frac{1}{9}$ share. Rawea te Huia (f.), of Mahoenui, $\frac{1}{9}$ share.
Tukiata te Whakainu ..	1/2/11	Te Kapa te Aira (f.), $\frac{1}{2}$ share. Taruke te Oha (f.), $\frac{1}{4}$ share. Ngarongo Mate (m.), $\frac{1}{4}$ share.
Te Topuni	,,	Te Kapa te Aira (f.), $\frac{1}{2}$ share. Taruke te Oha (f.), $\frac{1}{4}$ share. Ngarongo Mate (m.), $\frac{1}{4}$ share.
Karutahi	..	Te Hauwhenua Karutahi (f., 9) Karutahi Karutahi (m., 7) equally. (Trustee—Taruke te Oha, of Te Kuiti.)

MOKAU-MOHAKATINO NO. 1J.

Area : 4,260 acres. Title : Partition order under section 31 of the Native Land Court Act, 1836, and Mokau-Mohakatino Act, 1888. Date : 24th May, 1889.

Owners.

Names.	Shares.	Names.	Shares.
1. Parehuakirua (successor to Te Ahitahi) ..	1	9. Kerenapu Purua	1
2. Kingi Wetere, *alias* Kingi Takerei ..	1	10. Takirau Watihi	1
3. Parewaero Wetere, *alias* Parewaero (f., 17 : now adult)	1	11. Te Oro Watihi	1
4. Hone Wetere, *alias* Hone Kuku (m., 19 : now adult)	1	12. Wetini Paneta	1
5. Te Koro Wetere, *alias* Te Koro (m., 16 : now adult)	1	13. Te Uira Roka	1
6. Te Ra Wetere, *alias* Te Ra Tati ..	1	14. Te Wiata	1
7. Kirihaehae Wetere, *alias* Huirangi ..	1	15. Hema te Puhanga	1
8. Wharetarawa	1	16. Rapana Tiki	1
		17. Ngawhakaheke	1
		18. Mamaeroa	1
		19. Pango Nape	1

Owners—continued.

Names.	Shares.	Names.	Shares.
20. Ngahoki Rawinia	.. 1	27. Ruhia Mawete	.. 1
21. Te Wiata ..		28. Epiha Kararo	.. 1
22. Tauhia te Wiata (m., 3) ..	Successors to Wiata Mai 1	29. Hone Keko	.. 1
23. Tiria te Wiata (f., 6)		30. Hamuera Karoro	.. 1
24. Harata te Wiata		31. Kerenapu Purua (successor to Taiaroa)	.. 1
25. Te Watene te Wiata (m., 13) ..	Successors to Roka Wiata 1	32. Hone Pumipi Kauparera ..	.. 1
26. Tarake te Wiata (f., 9)		33. Rangiwhakaawenui	.. 1
		34. Pirikohoihoi	.. 1
		35. Te Huia te Rira	.. 1
		36. Rangiawhio	.. 1

Successors.

Deceased.	Date.	Successors.
Hone Wetere, *alias* Hone Kuku	15/1/94	Te Koro Wetere (m.), of Mokau.
Pango Nape, *alias* Tia Ngawhakaheke	,,	Roha Pahiri (f., 9 : now adult), of Mokau Hone Hira Pahiri (m., 5 : now adult), of Mokau } equally.
Te Huia te Rira	20/6/96	Te Arawaka te Huia (m., 10), of Te Kuiti.
Kerenapu Purua	26/11/97	Taiaroa Wharetarawa (m., a.) Te Kirihaehae Wetere (f., a.) } equally.
Parewaero Wetere	,,	Te Aorangi Kingi (f., a.).
Takirau Watihi	17/1/99	Mihirangi te Aramau (f., 17), $\frac{1}{8}$ share. Mihiata te Aramau (f., 10), $\frac{1}{8}$ share. Takirau Watihi (m., 2), $\frac{1}{8}$ share. Paneta Watihi (m., 1), $\frac{1}{8}$ share. Te Oro Watihi (m.), $\frac{1}{2}$ share. (Trustee for minors—Te Aramau Paneta.)
Rapana Tiki	,,	Harata te Wiata (f. : now adult), of Otaki, $\frac{1}{14}$ share. Tiria te Wiata (f. : now adult), of Otaki, $\frac{1}{14}$ share. Tarake te Wiata (m. : now adult), of Otaki, $\frac{1}{14}$ share. Ngatoto te Wiata (f., 15 : now adult), of Otaki, $\frac{1}{14}$ share. Tauhia te Wiata (m., 11 : now adult), of Otaki, $\frac{1}{14}$ share. Te Rauehu te Wiata (m., 10 : now adult), of Otaki, $\frac{1}{14}$ share. Te Watene te Wiata (m. : now adult), of Otaki, $\frac{1}{14}$ share. Te Uira Roka (f. : now adult), of Otaki, $\frac{1}{2}$ share.
Rangiwhakaauehui	11/1/01	Te Uira Roka (f.), of Otaki.
Hone Keko	15/1/01	Kohi Hone Keko (f.), of Otaki.
Ruiha Mawete	22/11/05	Hamuera Epiha (m.) Kimi Matenga (f.) Te Teira Ihakara (m.) Te Wharemaru Ihakara (m.) } equally. Pirihira Epiha (f.) Peti Epiha (f.) Takiri Ruhia (f., 9) (Trustee for minor—Pirihira Epiha Ihakara.)
Epiha Karoro	,,	Kimi Matenga and Hamuera Epiha } equally.
Mamaeroa	2/12/07	Rahira Ngawhakaheke, of Mokau.
Hema te Puhanga	20/3/09	Roka te Uira (f.), of Otaki, $\frac{1}{2}$ share. Harata te Wiata (f.), of Otaki, $\frac{1}{14}$ share. Tiria te Wiata (f.), of Otaki, $\frac{1}{14}$ share. Te Watene te Wiata (m.), of Otaki, $\frac{1}{14}$ share. Tarake te Wiata (m.), of Otaki, $\frac{1}{14}$ share. Pakupaku te Wiata (f.), of Otaki, $\frac{1}{14}$ share. Tauhia te Wiata (m.), of Otaki, $\frac{1}{14}$ share. Te Nehu te Wiata (m.), of Otaki, $\frac{1}{14}$ share.
Te Wiata, *alias* Te Wiata te Horu	,,	Harata te Wiata (f.), of Otaki Tiria te Wiata (f.), of Otaki Te Watene te Wiata (m.), of Otaki Tarake te Wiata (m.), of Otaki Pakupaku te Wiata (f.), of Otaki Tauhia te Wiata (m.), of Otaki Te Nehu te Wiata (m.), of Otaki } equally.
Hone Hira Pahiri	2/5/10	Te Roha Pahiri (f.).
Parehuakirua	1/2/11	Ngareta te Rira (f.), $\frac{1}{3}$ share. Waata te Rira (m.), $\frac{1}{3}$ share. Te Arawaka te Huia (m.), $\frac{1}{9}$ share. Te Ripo te Huia (m.), $\frac{1}{9}$ share. Rawea te Huia (f.), $\frac{1}{9}$ share.
Kingi Wetere ara Kingi Takerei	,,	Takerei Kingi (m.). Rangihuia Kingi (f.). Hera Kingi (f.).
Te Ra Wetere, *alias* Te Ra Tati	,,	Takerei Kingi (m.) Rangihuia Kingi (f.) Hera Kingi (f.) } equally.

No. 40.

Hawke's Bay, New Zealand, 22nd September, 1908.

DEAR SIR,— Re *Mokau.*

I have seen Mr. Chambers and the others as to the proposal that they should enter into an agreement with Mr. Lewis and Mr. Campbell with a view to special legislation, and they have asked me to say that, while they appreciate your efforts towards a profitable settlement, they would prefer to retire from the adventure—with their own money and interest as provided by the agreement with Mr. Lewis—leaving the others to take the full benefit of any such legislation. I have to thank you for your good intentions and for your considerate discussion of the position.

I remain, &c.,
P. S. McLEAN.

F. G. Dalziell, Esquire (Messrs. Findlay, Dalziell, and Co.), Solicitors, Wellington.

No. 41.

25th September, 1908.

DEAR SIR,— Re *Mokau-Mohakatino Block No. 1.*

I am instructed by the lessees of the Subdivisions 1F, 1G, 1H, and 1J of this block to bring before you the question of the early settlement of these subdivisions.

As you are probably aware, the leases of these subdivisions were granted by the Natives in the years 1882 and 1889 for the term of fifty-six years, so that at the present time a period of over thirty years of the term has yet to run. It is no doubt within your knowledge that litigation has been pending in respect of this property for many years past, and that in consequence practically nothing has been done in the way of settlement of the lands. The present owners of the leases are now, however, in a position to deal with the land, and, as they cannot conveniently go into occupation themselves, they are willing to join with the Natives in any scheme which would facilitate the immediate settlement of the blocks in small areas.

It has occurred to us that the course which would most efficiently facilitate the settlement of the block would be for the Native Commission to report upon the block, and for the property to be dealt with by the Maori Land Board under the Native Land Settlement Act, 1907. There would probably be no difficulty in arranging for the reservation out of the block of so much of the land as the Commission might think necessary for the occupation of the Natives. It might, however, lead to considerable complication between the Natives and our clients if any of the balance is required to be disposed of by lease, and the simplest course, therefore, would be to amend the provisions of section 11 of the Native Land Settlement Act, 1907, so that it would be left to the Governor in Council, on the recommendation of the Commission, to permit any part of the land to be sold. It is also possible that the provisions of section 22 of the Native Land Settlement Act, 1907, providing for residence upon lands disposed of, might be found detrimental to the successful realization of the property, and our clients therefore desire that if possible the Governor in Council should be given authority to dispense with this condition if it is deemed desirable to do so.

All that is necessary for the purpose of giving effect to this proposal is the insertion of a clause in any Native Land Bill which may be passed by the House during this session modifying the provisions of sections 11 and 22 above referred to. This clause might take the following form: "Whereas it is desirable that the settlement of the Mokau-Mohakatino Block Number 1, Subdivisions 1F, 1G, 1H, and 1J, should be facilitated: Now it is hereby declared that it shall be lawful for the Commission referred to in section 2 of the Native Land Settlement Act, 1907, to make inquiry affecting the said lands and report thereon, and thereupon the said lands or any part thereof may, with the consent of the lessees thereof, be brought under the provisions of the said Act in manner provided by section 4 thereof, provided that the provisions of sections 11 and 22 of the said Act may be modified to such extent as to the Governor in Council may seem fit. It is also hereby declared that any such Order in Council may provide that the Board shall not dispose of the said lands in manner provided by the said Act, but may, with the consent of the lessees of such lands, grant leases thereof in substitution for the existing leases, upon such terms approved by the Governor in Council as may be agreed upon between the Board and the lessees."

We trust that you will see your way to introduce a clause to the above effect in the Maori land legislation of this session, in order that no further delay may take place in the settlement of these lands and we suggest that the proposal we have submitted is favourable to the interests of all parties concerned.

The question of the respective values of the lessees' interest and the interest of the Natives is probably the only one about which there can be any question, and this our clients are prepared to leave to any reasonable tribunal, and we think that the course we have outlined will provide the most satisfactory settlement of this and all other questions.

We have, &c.,
F. G. DALZIELL.

The Hon. the Native Minister, Wellington.

No. 42.

17th December, 1908.

DEAR SIRS,— Re *Mokau-Mohakatino Block.*

As arranged, we have now to state in writing the position in this matter as we understand it. Under an agreement between your clients and Mr. H. Lewis, for whom we are acting, Lewis agreed to purchase your clients' interest in this block, and to give a mortgage for the purchase-money. A transfer and mortgage were accordingly prepared by you and duly registered, so that Mr. Lewis appears upon the title as the owner of the leasehold, subject to a mortgage to your clients for the amount of the purchase-money.

At about the date of Mr. Lewis's purchase from you, he entered into an agreement with some Hawke's Bay people, under which he in turn agreed to sell the interest acquired from your clients, and under this agreement £700 was paid to Lewis and £4,300 deposited with Messrs. Moorhouse and Hadfield, of Wellington, solicitors, who have, we understand, given you an undertaking that they hold this amount as purchase-money in terms of the last-mentioned agreement.

Some time ago we informed you that doubts had been raised by the purchasers from Lewis as to the validity of the title Lewis had acquired from your clients, and at about the same time Joshua Jones was endeavouring to obtain a parliamentary inquiry with a view to attacking your clients' title. We then informed you that, with a view to settling all possible questions of title, we thought it could be arranged that the leases could be dealt with under the Native Land Settlement Act, 1907, our idea being that the blocks should be reported upon by the Native Commission, consisting of the Chief Justice and Mr. Ngata, which is at present reporting upon the whole of the Native lands in the colony, and that we should endeavour to induce the Commission to recommend that the freehold of the land should be disposed of, and that out of the proceeds the Natives should first receive the value of their reversionary interest, which we understand to be about 5s. per acre; that your clients should then receive the amount owing to them, including, of course, interest to the date of payment; and that the balance should belong to Lewis, who would, of course, have to defend any proceedings Jones might take.

We have done everything possible to endeavour to get the Native Commission to make a report, but unfortunately both members of the Commission have been ill, and owing to this and the pressure of other work they have been unable so far to deal with the matter. Unfortunately, the term for which the Commission was appointed expires on the 1st January next, but as several other matters remain to be dealt with we understand that the Government proposes to extend the term for a further two months, and the Chief Justice has intimated that he would be prepared to deal with this matter some time next month. It is a pity that we were not able to get the matter on before the 1st January, because the Act to which we have referred expressly provides that the powers of the Commission under that Act expire on the 1st January. As, however, the other matters to which we have referred, and which are to be dealt with by the Commission, are also intended to be dealt with under the Act in question, the Government proposes to introduce a short Bill early in next session extending the Commission's powers for the purposes of the Act. This Act will, of course, be general, and will not specifically refer to the Mokau matter.

In these circumstances we hope you will see your way to consent to the completion of Lewis's purchase being held over until we have had a reasonable opportunity of carrying through the proposal we have outlined. We would suggest that this proposal is the most satisfactory settlement of the whole matter, since it avoids the necessity for any questions being raised between any of the parties involved as to the title to the leases, and there can be no doubt that the proceeds of the sale would be more than sufficient to pay the moneys due to your clients. It is, of course, understood that your rights against the purchasers from Lewis are not prejudiced in any way, and Mr. Lewis will be only too glad to facilitate any claim you may have against them.

We would be glad if you would kindly inform us if your clients are agreeable to wait until we can have reasonable time in which to carry out this proposal, on the understanding, of course, that the rights of all parties are not to be prejudiced in any way.

We may say that the Government is prepared to facilitate the arrangement we have suggested, because it is anxious to do what it can in the way of effecting settlement of the Mokau lands; and as the Natives will for the next thirty years be receiving only a nominal rent for the land, they will be only too glad of the opportunity of selling their interest, so that there is not likely to be any material objection to the scheme we have outlined. Jones, of course, will do his best to interfere, but we have not much fear that he will succeed in doing any harm.

Yours, &c.,

FINDLAY, DALZIELL, AND CO.

Messrs. Travers, Campbell, and Peacock, Solicitors, Wellington.

No. 43.

DEAR SIRS,— *Without Prejudice.*—Re *Mokau.* 14th July, 1909.

Mr. Lewis has handed to us your letter to him of the 8th instant. This is a very complicated business, and we have been endeavouring to so arrange that litigation (which, if commenced, must necessarily be complicated and expensive) may be avoided. Mr. Lewis has done nothing in the way of releasing his transferors from any liability they may be under in respect of the transfer to him. The whole question has been allowed to stand pending negotiations which are proceeding for an arrangement with the Natives for the disposal of the Mokau Block. We were hopeful that these negotiations would have resulted in a settlement of the whole trouble ere this, but owing to the postponement of Parliament the matter has been again delayed.

The Natives are anxious to come to some fresh arrangement with regard to the blocks, and we have been in negotiation with them and the Hon. Mr. Carroll with a view to the arrangement of terms agreeable to the Natives and our client. Mr. Carroll is very desirous of having the block cut up and disposed of in small areas, and there seems every prospect of an agreement which will be satisfactory to our client, and also to Mr. Campbell's clients, being come to before Parliament meets. We have no doubt that Mr. Campbell would release any claim he may have against the moneys lying in Messrs. Moorhouse and Hadfield's hands without waiting for the final disposal of the blocks. The question between your clients and Mr. Campbell's clients as to the moneys on deposit with Moorhouse and Hadfield seems to us to be one in which Mr. Lewis is not directly interested. Mr. Campbell does not claim in any way through Mr. Lewis, but under an independent undertaking given by him to Messrs. Moorhouse and Hadfield. The claim your clients have against Mr. Lewis is, we understand, one either of specific performance of the agreement or for rescission of the contract. If your clients are entitled to rescind, then no doubt they are entitled, so far as Lewis is concerned, to recover the money from Moorhouse and Hadfield; but Moorhouse and Hadfield, before paying you, have also to consider the question of their undertaking to Campbell.

In the circumstances it would seem best to allow matters to rest for a while, in the hope that some satisfactory arrangement can be made with the Natives. We hope your clients will see their way to agree to this course.

Yours truly,

FINDLAY, DALZIELL, AND CO.

Messrs. Carlile, McLean, and Wood, Solicitors, Napier.

No. 44.

Wellington, New Zealand, 18th Decemer, 1909.

DEAR DALZIELL,— Re *Mokau.*

It is evidently desirable that we should get legislation in any event this year. Possibly it may be the case that we may not be able to fix up the contract before Thursday. I have therefore made some alterations in the proposed clauses and send you a copy. These alterations can do no harm, and would enable us, if there were any temporary hitch in our negotiations, to get the thing through at a later stage. You will probably be seeing Dr. Findlay before Monday, and we therefore think it is desirable that you should have the opportunity of considering the suggestion.

Yours truly,

F. G. Dalziell, Esq., Solicitor, Wellington. C. H. TREADWELL.

No. 45.

DEAR SIR JOSEPH,— Re *Mokau.* 25th January, 1910.

I understand that the principal Native owners have been in Wellington during the last few days, and that they are now asking more than the £15,000 they informed my client they were willing to accept. The uncertainty about the amount the Natives will sell for presents a difficulty if you do not take compulsorily; and it has occurred to me that probably the best way out of this difficulty will be for the Crown, if it determines to acquire the block, to settle with the lessee upon the basis of the contract entered into in May, 1908, between the lessee and Mason Chambers, Douglas McLean, and Sir Francis Price, all of Hawke's Bay, sheep-farmers. This contract was entered into by the Hawke's Bay people after full inquiry as to the value of the land and of the leases, and under it they agreed to pay the sum of £25,000 for the lessee's interests, together with a one-eighth interest in the leases—that is, about £28,000. The sum of £700 was paid to the lessee under this agreement, and the sum of £4,300 (a further part of the purchase-money) has been placed on deposit with a firm of solicitors in Wellington pending the transfer of the leases to the purchasers. The Hawke's Bay people seek to determine this contract because of the doubts which have been cast upon the title, but they have acquiesced in an arrangement under which matters have been allowed to remain in abeyance pending a settlement of the Jones trouble. I think you will probably agree that the Hawke's Bay people are competent judges of the value of the leases, and that their undertaking to pay the price referred to is very strong evidence that the leases were worth that sum.

As I have already informed you, the lessee is prepared to allow the purchase-moneys payable to him on a sale to the Crown (except such as may be necessary to pay off the English mortgagees) to remain in the hands of the Public Trustee until some time after Parliament meets this year, in order to allow Jones (or any one else who may claim these proceeds) to take action to enforce his rights.

When I last saw you about this question I suggested that the lessee would probably agree to sell on the basis of £1 per acre. We would be quite agreeable to this if the price payable to the Natives amounted to something like £15,000; but, of course, we could not agree to that basis without a prior settlement of the Natives' claims. I think, however, that if you get some actuary in your service to go into the matter, you will find that on the basis of £1 an acre the value of the Natives' interest is less than £15,000.

Yours truly,

The Right Hon. Sir Joseph Ward, Wellington. F. G. DALZIELL.

No. 46.

DEAR SIRS,— Re *Mokau.* 1st February, 1910.

We are now informed by the Prime Minister that the Cabinet has definitely resolved to purchase this property if the Government valuers place upon it a value anything like what we suggest it is worth—that is, not less than £1 to £1 2s. 6d. per acre. He also informs us that he has, in accordance with the Cabinet minute, instructed Mr. Kensington (Under-Secretary for Crown Lands) to have a valuation made immediately. Mr. Kennedy's valuation is £1 7s. 6d. per acre, while the Native Minister suggests the value is £2 per acre.

The understanding upon which the Government will purchase is that the Natives' interest is to be acquired by the Crown, that your clients (the mortgagees) are to be paid the mortgage-moneys, and that the balance is to be paid to the Public Trustee, to be held by him until a reasonable time after the meeting of Parliament in June or July next—the object being to enable Jones, or any one else who claims to be entitled to any interest in these moneys, to move either in Parliament or in the Courts for relief.

The Government desires, in acquiring the interests of the Natives, to have the benefit of the Native Land Act passed last session, under which the Natives are entitled to dispose of their interests in Native lands by resolution of a meeting of all the owners called in the prescribed manner. The Act does not come into force until the 31st March next, so that this procedure cannot be adopted until that date. We are hopeful, however, that, as soon as the Government valuation has been obtained, an arrangement can be come to by which the Crown will take over the mortgagees' interest and pay them out.

We trust this will be satisfactory to you. Yours truly,

FINDLAY, DALZIELL, AND CO.

Messrs. Travers, Campbell, and Peacock, Solicitors, Wellington.

No. 47.

DEAR SIR,— Re *Mokau.* 21st June, 1910.

I must apologize for not having replied earlier to your letter of the 4th instant. Negotiations have been going on during the last two weeks, which I hoped might enable me to give you the information that finality had been arrived at in this very complicated matter.

We have been recently endeavouring to proceed under the new Native Land Act for the purchase of the interests of the Native owners, in view of the difficulty of getting the Government to interfere owing to the agitation fomented by Joshua Jones. The principal Native owners are now in Wellington. They have been conferring with the Native Minister and Premier during the last few days, in the hope that the Government would purchase their interests; and I am assured to-day by the Native Minister that the Government will in all probability agree during the next few days to buy the interests of the Natives, and in this case we understand that they will take compulsorily the interests of the lessee, leaving it to Jones and Lewis to establish their respective claims to compensation. This would be the simplest way out of the difficulty; but if the Government finally decides that it will not purchase, then the Natives are prepared to deal with Lewis, and an early settlement will be arrived at.

I will write you again in the course of a few days, and let you know how matters are progressing.

Yours truly,

F. G. DALZIELL.

P. S. McLean, Esq. (Messrs. Carlile, McLean, and Wood), Solicitor, Napier.

No. 48.

DEAR SIR JOSEPH,— Re *Mokau.* 29th July, 1910.

For your information I would like to summarize the position.

Mr. Treadwell admits that Jones has no chance unless he can induce the Government to assist him by acquiring the land and giving him a lease of the minerals and a small area as a farm.

There seem to be only two alternatives for the Government: (1) To buy the Natives' interests, and take the interests of the lessees compulsorily; (2) to refuse to purchase the Natives' interests, and to leave the parties to their respective rights. If No. 1 is adopted the Government will step into the shoes of the Natives, and have all the rights the Natives are now entitled to.

Mr. Treadwell suggested that the Government could simply pay the compensation awarded for the leasehold interests into the hands of the Public Trustee, and allow the parties entitled to it to fight the matter out among themselves. This is not, however, what will happen. As soon as the Proclamation is issued, the Government, having purchased the Natives' interests, will have to determine whether it will claim any part of the compensation to be awarded for the leases—that is, whether it will contest the validity of the leases. If it does this, it, of course, questions the title of all the mortgagees, and at once also raises the question that, if the leases are invalid, the Natives may be liable to an action upon the part of the lessees. For instance, if the principal lease is cancelled on the ground that a covenant contained in it to form a company has not been performed, those Natives who entered into a deed releasing the lessees from performance of this covenant may be liable to be sued on the deed—at any rate, to the extent of the moneys they have received under it.

There is also the further question raised by Mr. Skerrett that, if the leases are set aside for suggested statutory defects, the lessees will probably have a claim against the Assurance Fund. If this alternative is adopted, the only way by which these probabilities of litigation could be avoided would be by the Government entering into an undertaking with the Natives that the leases should be acknowledged as being valid to the extent of the lands expressed to be comprised in them.

If this course is followed, the Government will, of course, have the coal-measures to deal with if it desires to do anything for Jones. Apart from the question of satisfying Jones, there can be no doubt that the second alternative is the simplest for the Government, on the understanding, of course, that the lessees purchase the Natives' interests and release the Assurance Fund from all claims. The lessees wou d very much prefer to have the second alternative adopted, but I think the important question for all parties concerned is to have the matter determined on the basis of one or other of these alternatives as early as possible, because the delay seems to be leading to constantly increasing difficulties for every one concerned, including the Government.

Yours truly,

The Right Hon. Sir Joseph Ward, Wellington.

F. G. DALZIELL.

No. 49.

TELEGRAMS—DALZIELL to BOWLER and BOWLER to DALZIELL; DALZIELL to GRACE and GRACE to DALZIELL.

(Urgent.)

President, Waikato-Maniapoto Board, Auckland (also repeated to Te Kuiti).
GREAT convenience all parties if Thursday, ninth February, fixed adjourned meeting Mokau-Mohakatino. If approved please instruct Under-Secretary insert notice adjourned meeting for that date.

DALZIELL.
25/1/11.

(Urgent.)

Dalziell, Solicitor, Wellington. Auckland, 25th January, 1911.
DATE suggested rather inconvenient. Would thirteenth suit?

BOWLER, President.

(Urgent.)

President, Waikato-Maniapoto Board, Auckland.
CIVIL sittings commence here thirteenth. Bell, Blair, and I engaged local cases. Hope you can arrange earlier day. Please wire urgent Under-Secretary. DALZIELL.

Dalziell, Solicitor, Wellington. Auckland, 26th January, 1911.
IMPOSSIBLE me to take meeting on ninth as I have already gazetted business for Thames on tenth. It also seems advisable to give Natives rather more notice. Can you suggest later date suitable to counsel?

BOWLER.

President, Waikato-Maniapoto Board, Auckland.
WOULD Tuesday twenty-first suit? If so will you please arrange. DALZIELL.

Dalziell, Solicitor, Wellington. Auckland.
FIXING twenty-first for meetings.

BOWLER, President.

President, Waikato-Maniapoto Board, Auckland.
PARTIES find twenty-first too early for meeting. All agree seventh March for meeting owners if that will suit your convenience. DALZIELL.
14/2/11.

Findlay, Dalziell, Solicitors, Wellington. Te Kuiti.
SEVENTH inconvenient. Would tenth suit? If so, will adjourn to that date. Reply here.

BOWLER, President.

President, Waikato-Maniapoto Board, Te Kuiti.
TENTH will suit. Will you please adjourn accordingly. DALZIELL.

Findlay, Dalziell, Solicitors, Wellington. Te Kuiti.
MOKAHU-Mohakatino meeting adjourned to tenth. Presume you will inform all parties.
BOWLER, President.

Dalziell, Solicitor, Wellington. Te Kuiti.
CANNOT get into touch with Natives. Presume you will acquaint them.
BOWLER, President.

W. H. Grace, Kihikihi.
JONES writes he could do nothing with Otaki Natives. Think well for you see Pepene again. I feel that he may have been won over by other side. Think inadvisable postpone meeting further. If majority not favourable think best course be withdraw our offer and apply Court determine position leases. Think certain our leases of all blocks but F good, and that if that is doubtful owing non-performance covenants Court will relieve from forfeiture and we can perform covenants for the future. Hosking, K.C., Dunedin, so advises. In this event, of course, we would not pay anything like twenty-five thousand to Natives. Please advise as to course you think best after seeing Pepene.
DALZIELL.
2/3/11.

Findlay, Dalziell, Solicitors, Wellington. Kihikihi.
IF Natives still obstructive before tenth your suggestion good. No use showing white feather. Withdrawal of offer will bring them to their senses. GRACE.

No. 50.

BOWLER, HERRMAN LEWIS, AND THE MOKAU COAL AND ESTATES COMPANY (LIMITED).

THIS DEED, made the nineteenth day of May, one thousand nine hundred and eleven, between Walter Harry Bowler, of the City of Auckland, the President of the Maori Land Board of the Waikato-Maniapoto Maori Land District (hereinafter called "the trustee"), of the first part; Herrman Lewis, of the City of Wellington, settler, (hereinafter called "the said Lewis"), of the second part; and the Mokau Coal and Estates Company (Limited) (hereinafter called "the company"), of the third part: Whereas by four agreements all dated the eleventh day of April, one thousand nine hundred and eleven, and expressed to be made between the Maori Land Board of the Waikato-Maniapoto Maori Land District (hereinafter called "the Board") of the one part, and the said Lewis of the other part, the Board agreed to sell and the said Lewis agreed to purchase respectively the Mokau-Mohakatino Number One F (1F) Block, the Mokau-Mohakatino Number One G (1G) Block, the Mokau-Mohakatino Number One H (1H) Block, and the Mokau-Mohakatino Number One J (1J) Block, all in the Provincial District of Taranaki, in consideration of a cash payment of twenty-five thousand pounds (£25,000), and the transfer by the said Lewis to the Board of two hundred and fifty (250) fully-paid-up shares of ten pounds (£10) each in the capital of the company, and otherwise upon the other terms expressed in such agreements: And whereas the said Lewis hath since sold a portion of the lands comprised in the said agreements, and more particularly described in the First Schedule hereto, to the company in consideration of a cash payment by the company to the said Lewis of twenty-five thousand pounds (£25,000), and of the allotment by the company to the said Lewis of five hundred and thirty (530) fully-paid-up shares of ten pounds (£10) each in the capital, and otherwise upon the other terms affecting the same expressed in the said agreements; and whereas, pursuant to the terms of the said agreements the Board has, by memorandum of transfer dated the nineteenth day of May, one thousand nine hundred and eleven, on the direction of the said Lewis and the company, transferred the said lands to the trustee (as the trustee doth hereby acknowledge), in accordance with the terms and provisions of the said four agreements of the eleventh day of April, one thousand nine hundred and eleven: Now this deed witnesseth as follows:—

1. The trustee hereby declares that he stands possessed of and entitled to that portion of the said lands described in the First Schedule hereto upon the trusts expressed in the said four agreements of the eleventh day of April, one thousand nine hundred and eleven, with this variation: that the company shall, as the assign of the said Lewis, be deemed to be "the purchaser" of such portion within the meaning of the said agreements, as fully and effectually as if it had been named therein instead of the said Lewis.

2. The trustee hereby declares that he stands possessed of and entitled to the residue of the said lands, being those portions thereof more particularly described in the Second Schedule hereto, upon the trusts in favour of the said Lewis as the purchaser expressed in the said agreement of the eleventh day of April, one thousand nine hundred and eleven, which affects such portions.

3. The trustee will, at the risk and expense in all things of the company and the said Lewis respectively, and in accordance with the terms and provisions of the said four agreements of the eleventh day of April, one thousand nine hundred and eleven, do, perform, and execute all acts, matters, and things necessary or requisite to be done, performed, and executed by him under the said agreements or otherwise in relation thereto, upon the request of the company and the said Lewis respectively, as purchasers and equitable owners of the lands comprised therein.

4. The said Lewis, his executors, administrators, and assigns, and the company and its assigns, will at all times hereafter keep indemnified the trustee, his executors or administrators, against all liabilities which he or they may incur by reason of the said lands or any part or parts thereof having been so transferred into the name of the trustee as aforesaid, or by reason of any act or omission on his part relating to the premises, and in particular will punctually pay all rates, taxes, and other outgoings which the trustee may be or become liable to pay in respect of the said lands or any part or parts thereof, and all costs and expenses, claims, actions, suits, proceedings, costs, and losses whatsoever which may be incurred by, made on, instituted against, or suffered by the trustee in the execution of the trusts of these presents or otherwise in relation to the premises.

In witness whereof these presents have been executed by the parties hereto the day and year first before written.

THE FIRST SCHEDULE BEFORE REFERRED TO.

1. All that piece of land containing twenty-six thousand four hundred and eighty acres (26,480 acres), more or less, known as the Mokau-Mohakatino Number One F (1F) Block, the whole of the land included in partition order, registered Provisional Register, Volume 11, folio 699: Excepting thereout those portions thereof described in the Second Schedule hereto.

2. All that piece of land containing two thousand nine hundred and sixty-nine acres (2,969 acres), more or less, known as the Mokau-Mohakatino Number One G (1G) Block, the whole of the land included in partition order, Provisional Register, Volume 11, folio 1003A.

3. All that piece of land containing nineteen thousand five hundred and seventy-six acres (19,576 acres), more or less, known as the Mokau-Mohakatino Number One H (1H) Block, the whole of the land included in partition order, Provisional Register, Volume 11, folio 1004.

4. All that piece of land containing four thousand two hundred and sixty acres (4,260 acres), more or less, known as the Mokau-Mohakatino Number One J (1J) Block, the whole of the land included in partition order, Provisional Register, Volume 11, folio 1005.

THE SECOND SCHEDULE BEFORE REFERRED TO.

All those pieces of land containing altogether seven thousand and forty-six acres (7,046 acres), more or less, being those portions of the Mokau-Mohakatino Number One F (1F) Block, shown on a plan of subdivision thereof as Sections 1, 2, 6, 8, 9, 12, and 13, and part of Sections 16 and 17, part of the land included in partition order, Provisional Register, Volume 11, folio 699, and the whole of the lands comprised and described in leases registered respectively as Nos. 7496, 7494, 9493, 7492, 7490, and 7495.

Signed by the said Walter Harry Bowler in the presence of— W. H. BOWLER.
C. H. HOWARD, Solicitor, Wellington.

Signed by the said Herrman Lewis in the presence of— HERRMAN LEWIS.
C. H. HOWARD, Solicitor, Wellington.

The common seal of the Mokau Coal and Estates Company (Limited) was hereto affixed in the presence of— [SEAL.]
ROBERT MCNAB, CHAS. BAILEY, Directors.
J. M. JOHNSTON, Secretary.
R. WHITAKER, Law Clerk, Palmerston North.

No. 51.

DEAR BLAIR,— Wellington, 15th September, 1911.

In the *New Zealand Times* this morning Dalziell is reported to have stated to the Committee on the inquiry as to the Mokau purchase that he had your authority in his contradiction of my evidence on the point of Skerrett's attitude after the first meeting.

I desire to record my clear recollection of what took place between you and me. I spoke to you in the library of the Supreme Court and told you, first, that I had been to your office to see you, but you were out. I then said to you (Chapman was present throughout)—That there was a matter I might want to refer to, but my difficulty was that I was not sure whether Skerrett intended what he said to me to be repeated, and for that reason I wanted to know whether he said the same to your office, as in that case he could not object to my repeating it. The exact point was that before the first meeting

of the assembled owners Skerrett and I had had a discussion as to which of us represented the majority of the Native owners—he was then confident that he did, and until I told him that some had consulted me he did not know that any one else acted for any of them. That after the first meeting Skerrett met me and said, "You were right, the large majority is with you. I shall do nothing further, and you must go on with it." That Skerrett and I were neighbours and friends, and that I was not sure whether he meant me to understand this as information for my personal use, or whether he meant it to come as from one counsel representing a party to another claiming to represent most of the same party. I then asked you, "Will you tell me whether Skerrett gave the same instructions to your office?" You replied, "Yes, he said the same to me after the first meeting, and I have done nothing further." You, Chapman, and I then had a discussion as to who it was who actually instructed Skerrett, and the conversation broke off in the middle of that discussion.

This conversation took place so recently that I cannot understand the difference between us which Dalziell's evidence seems to indicate. I shall be greatly obliged if you will—(1) Ask Chapman whether in this letter I have not correctly set out what took place between us in his presence; (2) read and put in this letter when you give your evidence.

Yours faithfully,

H. D. BELL.

A. W. Blair, Esq., Wellington.

No. 52.

DEAR MR. BELL,— Re *Mokau.* 15th September, 1911.

I have yours of to-day's date, and I am very sorry indeed if Mr. Dalziell is making the use the newspapers say he is making of a conversation he had with me. He told me they proposed to call me, and I thought and would very much prefer that he should have left the matter to be deposed to by me rather than himself depose to it. I remember the conversation in the library when Mr. Chapman was present. I did not understand that you were discussing the matter with a view of making formal use of any statements that I then made, although I do not want to indicate in the slightest degree that you were not free to make use of them. I have not any objection on this head. I mention it only as an excuse on my part.

I have read the *Times* report, and I do not agree with Mr. Dalziell that he had my authority to use any statement I made to him. I was under the belief that I myself would be left to make such statement.

Now, as to the conversation in the library, my recollection substantially agrees with yours. I remember you saying that Skerrett had told you after the first meeting that the majority of Eketone's following had left him and joined the party which was being advised by you. I told you also that Mr. Skerrett had said something to the same effect to me, which is a fact. I did not understand, however, that you took it from anything I said that he had completely retired from Mokau, but I certainly am not prepared to deny that I said what you say I did. It is quite true Mr. Skerrett would probably not have done anything further in the matter without fresh instructions. The Mokau matter was one of a number of other matters he asked me to make myself familiar with before he went away, and at his request I read through the papers for this purpose. He then told me that our clients might settle the matter by selling to Lewis, in which case there would not be anything further to do except possibly to look after the Natives' interests on settlement, but that if it were not settled I was to see that the time within which further contemplated proceedings against the Assurance Fund had to be taken did not expire.

It is true, as Dalziell says, that he asked me to go to Te Kuiti towards the end of February. I also see from the letter-book that we telegraphed to Pepene Eketone on the 18th February requesting him to advise his party that the meeting of owners of Mokau blocks had been adjourned to 10th March. My recollection is that this was done either at Mr. Dalziell's or Mr. Watson's request.

Shortly before Skerrett went away Dalziell saw him, and I was there at the time; and Skerrett then told him I would be looking after the Mokau matter if anything had to be done. From the above you will see that although Mr. Skerrett, after the meeting at Te Kuiti, did realize that you and not he represented a majority of the Natives in Mokau, he was apparently under the impression that he was still acting for Pepene Eketone's party.

I would like you to understand that I do not in any way suggest that your recollection of the conversation is not the correct one. I am afraid that I did not attach to the conversation in the library the importance it deserved, and I blame myself altogether for your being left under the impression that Mr. Skerrett had completely retired from Mokau affairs. I propose to take the opportunity when called by the Committee of altogether taking the blame for an apparent wrong impression which probably loose expressions I used led you into.

I will be glad to read your letter to the Committee. I have asked Mr. Chapman if he recollects the conversation, but he tells me that his recollection of it is of the vaguest description, and he cannot assist us in the matter.

Yours faithfully,

A. W. BLAIR.

H. D. Bell, Esq., K.C., Wellington.

No. 53.

The Hon. Minister of Lands. Department of Lands, Wellington, 10th July, 1907.

Mokau-Mohakatino Block.

THERE is a block of land situated between Waitara, in Taranaki, and the Mokau River, called the Mokau-Mohakatino Block, and, as no doubt you are fully aware, this block has been the cause of a great deal of litigation in the Courts of Great Britain. It has now reached this stage: that the mortgagees are selling, by order of the Supreme Court, all Mr. Joshua Jones's interest in the unexpired term of lease in the various subdivisions of the above block, and known as Mokau-Mohakatino No. 1F Block, of 27,500 acres; Mokau-Mohakatino No. 1G Block, of 2,969 acres; Mokau-Mohakatino No. 1H Block, of 19,567 acres; Mokau-Mohakatino No. 1J Block, of 4,169 acres: total, 54,205 acres.

I may state that the surveys were done at the cost of the Crown, and at a sitting of the Native Land Court at Otorohanga, held before Judge Sim on the 19th September last, the following areas were allocated to the Crown in liquidation of the survey liens: Mokau-Mohakatino 1C, 93 acres 2 roods 26 perches; Mokau-Mohakatino 1D, 12 acres and 26 perches; Mokau-Mohakatino 1E, 26 acres 1 rood 15 perches; Mokau-Mohakatino 1F, 2,410 acres; Mokau-Mohakatino 1G, 267 acres 3 roods 1 perch; Mokau-Mohakatino 1J, 667 acres and 8 perches; Mokau-Mohakatino 1H, 1,675 acres 3 roods 29 perches: total, 5,152 acres 3 roods 25 perches. Of course, these areas have not yet been partitioned off for the Crown, nor have they been proclaimed as Crown land, while, as the Court orders have not yet issued, nothing can be registered upon the title to the blocks.

It now becomes a question whether the Crown should not endeavour to secure the leases, which are to be sold by order of the mortgagees on the 10th of next month, so as to obtain possession of land fit for settlement purposes. The purchase of the leases might possibly be effected under the Land for Settlements Acts, unless the Law Officers of the Crown decide that the blocks are still Native land within the meaning of the Act. If so, the purchase could be made under the Maori Land Settlement Act, 1905.

I would therefore strongly urge that the Solicitor-General be asked:—

(1) What the legal position of the Crown would be if it bids for and secures these leases at the auction;

(2) Whether any payments made on account of the leases would strengthen the Crown's position when negotiating for the freehold of the land from the Maori owners; and

(3) Whether the purchases could be charged and paid for out of the Land for Settlements Account.

WM. C. KENSINGTON.
Under-Secretary.

Hon. Attorney-General.

PLEASE obtain opinion of Solicitor-General on points submitted. R. McNAB.
10/7/07.

Solicitor-General.—Please advise.—J. G. F.—11/7/07.

Opinion of Solicitor-General.

The leases cannot be acqured under the Land for Settlements Act, 1900, the Act provides only for the acquisition of land in fee-simple (section 26). That section deals, in terms, with compulsory acquisition, but in my opinion the same principle applies in the case of purchase or exchange. Moreover, the land itself is Native land, and herefore the fee-simple cannot be acquired under that Act (Niniwa Heremia and Others *v.* Minister of Lands: 22 N.Z. L.R. 54).

Dealing with the three questions submitted, my opinion is as follows:—

(1.) If the Crown purchases these leases at auction it becomes the lessee, and will hold the land for the unexpired residue of the terms of the leases, subject to payment of rent.

(2.) No. I fail to see how any such payments could strengthen the Crown's position when negotiating for the freehold. Of course, if the Crown acquires the leases, and afterwards the freehold, the leases will merge and become extinguished.

(3.) No.

6/8/07. FRED FITCHETT, Solicitor-General.

I understand that the Natives have always remained in possession or occupation, and protest against the leases. If so, the Crown, if it purchases the leases, will be brought into conflict with the Natives. —F. F.

No. 54.

[Extract from *Hansard*, 17th July, 1907.]

MOKAU-MOHAKATINO BLOCKS.

Mr. JENNINGS (Egmont) asked the Minister of Lands, Whether he was aware that the Mokau-Mohakatino blocks, totalling 54,205 acres, and known as "Mokau Jones's leases," are advertised to be disposed of by public auction on the 10th day of August next; and, if so, will he take the opportunity of securing the same on behalf of the Crown for settlement purposes?

The Hon. Mr. McNAB (Minister of Lands) replied, I am aware of the sale in question, but, as the titles to the land are in a complicated position, the opinion of the Crown Law Officers is being obtained as to the Government's position, in case they considered it advisable to acquire any interests in the land to be sold by auction.

No. 55.

Department of Lands, Wellington, 10th August, 1907.

SIR,— Re *Mokau-Mohakatino Block.*

With regard to your inquiry as to whether the Government would take steps to acquire the land in the Mokau district known as "Joshua Jones's block," I submitted the matter to the Crown Law Officers to advise what the legal position of the Crown would be if it secured the leases at the auction—whether any payments made on account of the leases would strengthen the Crown's position when negotiating for the freehold from the Native owners, and whether the purchases (if made) could be paid for out of the Land for Settlements Account. I am now advised that the leases in question cannot be acquired under the Land for Settlements Consolidation Act, 1900, as the land is Native land, and the fee-simple cannot be acquired under that Act; that if the Crown purchases the leases at the auction it becomes the lessee, and will hold the land for the unexpired residue of the terms of the leases, subject to payment of rent; that it is difficult to see how any payments made on account of the leases would strengthen the Crown's position when negotiating for the freehold; and that the purchase of the leases could not be paid for out of the Land for Settlements Account. It is also understood that the Natives have always remained in possession or occupation, and protest against the leases, and the Crown (by purchasing the leases) would be brought into conflict with the Natives. Under these circumstances I cannot see my way to recommend the Government to acquire the leases referred to.

I have, &c.,

ROBERT MCNAB,
Minister of Lands.

W. T. Jennings, Esq., M.H.R., Wellington.

No. 56. Wellington, 22nd August, 1907.

SIR,— Re *Leases of the Mokau-Mohakatino Blocks Nos. 1F, 1G, 1H, and 1J.*

Referring to Mr. Jennings's interview with you as to the purchase by the Government of the above-mentioned leases, and in conformity with the request which you then made to him that I should make you a written proposal on the matter, I now beg to make you the following offer—viz., to sell you the whole of the lessee's interest in the leases of the above-mentioned blocks. Copies of these leases are enclosed for your information. Portions of 1F Block are subject to under-leases to Messrs. W. W. Jones, R. J. Eglinton, A. Kelly, Jacob Rothery, Luther Wylie, and Cadman and Berry. Copies of these under-leases are enclosed for your information. The price which I ask is £20,000, to be paid as follows—that is to say, £2,000 in cash, and the balance in New Zealand Government 4 per cent. inscribed stock, principal and interest payable in London. The total area of the property is, by recent Government surveys, approximately 54,205 acres, of which about 7,046 acres are covered by the above-mentioned under-leases. The total annual rent payable under the head-leases during the half of the term is £196, and during the remainder £392. The following are the rents payable by the sublessees:—

Tenants' Name.	Number of Sections.	Number of Acres.	Rent.	How payable.
			£ s. d.	
Walter Jones	1 and 2	894	3 14 6	First 28 years from 1/7/1898.
			7 9 0	Residue of term.
R. J. Eglinton	6	1,329	16 12 3	For 3 years from 1/7/1898.
			22 3 0	For 7 years from 1/7/1901.
			33 4 6	For 10 years from 1/7/1908.
			55 7 6	Residue of term.
Luther Wylie	8 and 9	1,425	17 16 3	Ditto.
			23 15 0	
			35 12 6	
			59 7 6	
Jacob Rothery	12	1,358	16 19 6	Ditto.
			22 12 8	
			33 19 0	
			56 11 8	
Andrew Kelly	13	1,790	22 7 6	Ditto.
			29 16 8	
			44 15 0	
			74 11 8	
Cadman and Berry ..	Parts 16 and 17	250	1 0 0	First 10 years and 68 days.
			2 0 0	Residue of term.
				Term, 38 years 68 days from 1st April, 1901.

In case of the Government purchasing the property, I would suggest that it be taken over as from the 1st July last, one of the dates on which the rents under the leases and subleases are payable.

I would point out the following advantages possessed by the property: It is particularly well situated for settlement purposes, being bounded on the north by the Mokau River, on the south by the Mohakatino River, and on the westward by the sea. The Mokau is navigable as far as the coal-area by any vessel that can cross the bar, and by canoes for several miles beyond. The Mohakatino can be navigated by boat for about five miles, and after that by canoes. These rivers give easy access to the property, and would be invaluable to settlers as a means of sending their produce to market at a reasonable cost. On the Mohakatino there are several very picturesque waterfalls, and some caves which will probably become of interest to tourists. Public roads connect Mokau with Waitara and New Plymouth to the south, and with Awakino and thence to the Main Trunk Railway at Te Kuiti on the north. A bridle-track for about nine miles has been cut on the north bank of the Mohakatino. Your Government are now forming a road for many miles on the south bank of the Mohakatino, and this will be available for settlers on the north side, as the river is very easily crossed or forded. The cost of survey of Block 1F (constituting about one-half of the property) can be saved if the survey made by Messrs. Richardson and Reardon is adhered to. The plan of the survey has been deposited with the Crown Lands and Survey Office for use of that Department. This would mean a saving of at least £650. In the event of the Government becoming the freeholders, and of its purchasing the lease, the liability for taking over the improvements existing at the determination of the leases (except in the case of those sections already let) could be extinguished. When visiting Mokau and its neighbourhood, although it was not known that I was interested in the property, I heard on all sides a strong expression of desire that the land should be taken over by the Government and opened for settlement. There is a large quantity of limestone of good quality on the property. The coal-bearing area of the land was some years ago inspected by a very competent English mining authority, who reported several seams of coal showing above the level of the river, and he estimated the coal-bearing area at about 23,000 acres, containing 140,000,000 tons. This coal would meet with a large demand in New Plymouth and adjacent places, including the City of Wellington. It is particularly adapted for use in suction-gas plants, which are now displacing steam-engines (see article in *Mines Record*, No. 10, Volume 10). This coal should fetch at least 25s. to 27s. 6d. per ton. The cost of getting and putting on board, freight, wharfage, unloading, weighing, &c., was some time ago estimated at from 17s. 3d. to 17s. 6d. per ton. It is very probable that a better quality of coal would be procurable at greater depths. The coal is not very far distant from the Main Trunk Railway, and could be connected therewith by a branch line if considered desirable in the future. The price asked averages only about 7s. 6d. per acre, and this includes the coal-beds, which must be of great value if properly worked. An output of coal of only 500 tons per week, if sold at 5s. per ton profit, would repay the whole cost of purchase of the lease in about three years. As I am now in the colony solely for the purpose of disposing of the above estate, I would ask you to kindly let me have an early intimation of your Government's decision in regard to this offer.

This offer is made confidentially, and on condition that, if the Government do not accept same, the particulars thereof be not disclosed.

I have, &c.,

The Hon. Minister of Lands, Wellington. H. KEMP-WELCH.

No. 57.

Office of the Minister of Lands, Wellington, 23rd August, 1907.

Re *Lease of Mokau-Mohakatino Blocks.*

DEAR SIR,—

I beg to acknowledge the receipt of your letter of date the 22nd instant, forwarding draft of the title of this property, which you are desirous should be purchased by the Government. In reply I have to inform you that inquiries are being made into the position of the property, and on receipt of report from the officers of the Department I will reply to your communication.

Yours faithfully,

H. Kemp-Welch, Esq., Wellington. ROBERT MCNAB.

No. 58.

Department of Lands, Wellington, 3rd September, 1907.

Re *Lease of Mokau-Mohakatino Block.*

SIR,—

Referring again to your letter of the 22nd August *re* the above blocks, and my reply to you of the 23rd August, the opinion of the Crown Law Officers was obtained as to whether the Government was in a position to negotiate for the purchase of these blocks, and the Government have been advised that they cannot legally purchase any of the blocks in question, and that, owing to the complicated titles, the Crown Law Officers advise the Government not to attempt to hamper themselves with the purchase of any of the blocks referred to. Under these circumstances the Government have decided not to attempt to acquire any of the Mokau-Mohakatino subdivisions.

I have, &c.,

ROBERT MCNAB,

H. Kemp-Welch, Esq., Wellington. Minister of Lands.

No. 59.

15 Featherston Street, Wellington, 3rd September, 1907.

SIR,— Re *Leases of the Mokau-Mohakatino Blocks Nos. 1F, 1G, 1H, and 1J.*

Referring to my letter to you of the 22nd ultimo, offering to sell the above property to the Government, I would direct your attention to the fact that the offer was made in response to repeated requests from Mr. Barron that the property should be submitted to you so soon as it was legally vested in the executors of Mr. Wickham Flowers (deceased), and also in response to your request made to Mr. Jennings, M.H.R. Not having received your decision in this matter, and as my time here is limited, I beg to inform you that I must now take other steps to realize the property.

I have, &c.,

The Hon. Minister of Lands, Wellington. H. KEMP-WELCH.

No. 60.

Office of the Minister of Lands, Wellington, 3rd September, 1907.

DEAR SIR,— Re *Mokau Leases.*

I beg to acknowledge receipt of your letter of to-day's date. The decision of the Government in connection with this matter was forwarded to you prior to the receipt of your communication. The matter was before the Crown Solicitors, and the reply is based upon their advice. I note your statement in the concluding sentences of your letter that you are now taking other steps to realize the property.

Yours faithfully,

Mr. H. Kemp-Welch, 15 Featherston Street, Wellington. ROBERT MCNAB.

No. 61.

SIR,— Commercial Club Buildings, Victoria Street, Wellington, 14th May, 1908.

Mr. Joshua Jones, of Mokau, having returned to New Zealand, is anxious, after many years of stress and turmoil, to end his time in peace, and has appointed me his confidential representative to approach you with a view to your Government acquiring the 50,000 acres in his estate, including all minerals, coal, timber, hydraulic limestone, chalk, &c. He is willing to accept valuation or sell at a fixed sum of £150,000, taking in payment a sum of £50,000, and the balance in Government debentures. The unexpired lease is about thirty-five years, but this could readily be converted into a freehold for the Crown, and Mr. Jones is willing to give his services to make this acquisition at a price which he is quite satisfied your Government would appreciate. The land for twenty-six miles is fronting a tidal river, and at the south-eastern corner of the block the railway (Main Trunk, Stratford–Kawakawa) runs within four miles. The alleged liability upon the property is £20,000. This Mr. Jones will himself arrange to liquidate, and is prepared to leave a sufficient sum with your Government as a guarantee that this will be adjusted. This liability, however, will be reduced (should accounts be called for) to between £5,000 and £6,000, and he will satisfy you that he can arrange these matters to your own and his satisfaction. As a matter of fact, he has an offer from the creditors to accept practically any settlement

I will be glad if you will kindly give me the opportunity to wait upon you *in re* this matter, and also to arrange for Mr. Jones to meet you at your convenience to discuss all points in connection therewith. Thanking you, sir, in anticipation of your favourable consideration of the foregoing,

I have, &c.,

Right Hon. Sir J. G. Ward, Prime Minister, Wellington. A. R. HISLOP.

No. 62.

DEAR SIR,— Prime Minister's Office, Wellington.

I am in receipt of your letter of the 14th May, in which you advise me that Mr. Joshua Jones, of Mokau, has appointed you his confidential representative to approach me with a view to the Government acquiring the 50,000 acres in his estate.

In reply I have to say that I note the position regarding this estate, and, while I should be very glad to see you, I am sorry that, owing to my having to leave Wellington on Monday morning, it was not possible for me to give you an interview for some little time. However, I have sent your letter to the Hon. Mr. McNab, and I would suggest that you see him and explain the business, so that he can bring it before me immediately upon my return.

Yours faithfully,

J. G. WARD.

(Received Head Office, Lands and Survey, 4th June, 1908.)

SAW Mr. Hislop and explained position as described by Solicitor-General.

R. MCNAB.

A. R. Hislop, Esq., P.O. Box 21, G.P.O., Wellington. 2/6/08.

No. 63.

DEAR SIR,— Frankley Road, New Plymouth, 3rd April, 1909.

In the hope that steps may be taken to acquire and open the Mokau-Mohakatino Block of land for settlement, I should feel obliged if you would let me know if any steps have been taken to find out the present owners and the position of same. I venture to make the inquiry in the absence of Mr. Jennings, the member for the district in which the land lies, because the opening of this block is of immediate importance to the colony, and especially to Taranaki.

Yours truly,

The Right Hon. Sir J. G. Ward, Premier, Wellington. H. OKEY.

No. 64.

DEAR SIR,— Prime Minister's Office, Wellington, 16th April, 1909.

I am in receipt of your letter of the 3rd April on the subject of the proposal to acquire and open the Mokau-Mohakatino Block of land for settlement. In reply I may say that the matter is being inquired into.

Yours faithfully,

H. Okey, Esq., M.P., Frankley Road, New Plymouth. J. G. WARD.

Referred to Mr. Kensington.—J. G. W.—16/4/09.

No. 65.

Department of Lands, Wellington, 5th May, 1909.

SIR,— Re *Mokau-Mohakatino Block*.

In further reply to your letter of the 3rd ultimo *re* the above block, the whole matter has been carefully looked into by the Law Officers of the Crown, and they advise the Government that, looking at the very confused state of the titles in question at the present time, they cannot recommend the Government to in any way complicate matters still further by purchasing any Native interests in the above block. The proposal to acquire the land for closer settlement will therefore have to remain in abeyance.

I have, &c.,

J. G. WARD,

H. Okey, Esq., New Plymouth. Minister of Lands.

No. 66.

MOKAU ESTATE.

In Cabinet.—28th January, 1910.

GOVERNMENT is agreeable to purchase if valuation by Government officer is considered satisfactory.

J. F. ANDREWS,

Secretary to Cabinet.

Refer to Under-Secretary of Lands to have the property valued and reported upon as to its suitability for settlement, and also a suggested price—that is, as to what price we could put it out at.

J. G. WARD.

28/1/10.

No. 67.

(Confidential.) Department of Lands, Wellington, 29th January, 1910.

Re *Mokau-Mohakatino Block*.

AN arrangement has been made by the Government to practically put an end to the trouble existing over the Mokau-Mohakatino Block by taking over the whole of the Native portion, which is now covered by leases and other covenants. The Government will then be in a position to pay off the mortgagees, and the Hon. Minister for Native Affairs will obtain the consent of the Maoris interested in the sale of the fee-simple of the block to the Crown. The whole block will then be taken over by the Crown and dealt with as Crown land. I believe the block is offered by the mortgagees and others interested therein at £1 per acre. Various offers have been made by syndicates for the purchase at a price very much in excess of £1 per acre, owing no doubt to the probability of there being extensive mineral deposits of coal, &c., which enhances the value of the land beyond its actual value for settlement purposes. I have now been instructed by the Prime Minister to obtain a valuation of the block, and have it reported upon as to its suitability for cutting up for settlement purposes, either wholly for close settlement or portion for close settlement, and the balance for small grazing-runs; also to advise the Government as to whether, taking all the circumstances of the case into consideration, we could afford to give £1 per acre for the land, and at what price per acre a considerable portion of the block can be opened for settlement—that is, could we get £2 per acre and over for some of the land, though other portions of the block might only be worth 10s. per acre, and could be opened as small grazing-runs? We should there-

fore require to get such prices for the whole of the block as would average, say, 30s. per acre, so as to cover cost of acquisition, surveys, administration, &c. I want you, therefore, to have a very careful valuation made of the block, and the sooner we set to work the better. Your two Crown Lands Rangers might possibly undertake the work, one valuing one portion of the block and the other doing the balance; or you might find it more convenient to instruct some of your Surveyors to make the necessary valuations. If, however, you do not consider either of the above proposals convenient or advisable under the circumstances, then if you will nominate one or two good valuers whom we could rely upon I will endeavour to obtain authority for the valuation being made accordingly. Of course, I would prefer to have this valuation made by our own officers, but if you think it would take them off their Rangers' or Surveyors' duties for too long a period, then I must get authority to have the work done by some outsiders. Some of the persons holding mortgages over this block are resident in England, and others in New Zealand, and the mortgages alone must amount to over £20,000. It is therefore necessary that there should be left for payment to the Maori owners a certain proportion of the price paid by the Crown. I am therefore personally inclined to agree to the price of £1 per acre being paid for the whole block, because I think that, with the coal, timber, and other advantages, the Government would probably be able to afford such a high price as £1 per acre. I shall be glad of your advice and report as to what you propose should be done as soon as possible, as no time must be lost in making this valuation.

WM. C. KENSINGTON, Under-Secretary.

F. Simpson, Esq., Commissioner of Crown Lands, New Plymouth.

No. 68.

Department of Lands, Wellington, 7th February, 1910.

Re *Mokau-Mohakatino Block.*

WITH reference to my memo. to you of the 29th ultimo, I am not sure whether the closing part of my memorandum is sufficiently clear. I want the report of the Crown Lands Rangers to be quite untrammelled as to any ideas I may have as to the worth of the block, and in their report and your report upon the same I wish the recommendations to be also quite untrammelled by any supposititious values.

WM. C. KENSINGTON, Under-Secretary.

Commissioner of Crown Lands, New Plymouth.

No. 69.

District Land Office, New Plymouth, 12th March, 1910.

Mokau-Mohakatino No. 1 Block.

IN accordance with your instructions of 29th January last, I have the honour to report as follows:—

The area of all subdivisions of this block give a total area of 55,837 acres, but for the purpose of considering the compensation to the owners this area will be reduced as follows: Crown land, 185 acres; area awarded to Crown for survey liens (but orders not issued), 5,152 acres 3 roods 25 perches; Native burial-ground, 4 acres: total, 5,341 acres 3 roods 25 perches: leaving a balance of 50,495 acres and 15 perches.

The attached litho. (marked "No. 1") [Exhibit No. 72] shows the several classes of country; and, summarizing the reports by Messrs. Tolme and Twiss on the prairie values at which the land could be disposed of after subdivision, and making provision for the usual preliminary roading, as in the case of Crown lands, it works out as follows:—

Acres.		£	s.	d.
4,700	(coloured blue) at 7s. 6d. per acre	1,762	10	0
30,671	(coloured blue) at 15s. per acre	23,003	5	0
5,776	(coloured purple) at £1 per acre	5,776	0	0
2,160	(coloured yellow) at £1 5s. per acre	2,700	0	0
1,497	(coloured yellow) at £2 per acre	2,994	0	0
148	(coloured yellow) at nil.			
1,000	(coloured blue) at £1 15s. per acre	1,750	0	0
3,859	(coloured green) at £1 10s. per acre	5,788	10	0
685	(coloured red) at £2 per acre	1,370	0	0
50,496	acres.	£45,144	5	0

£45,144 5s. being the total value at which the land could be disposed of by this Department to the public.

Taking the total area of 50,495 acres, this gives a value of 17s. 10d. or 18s. per acre, at which we could dispose of the land after subdivision, survey, &c., as is the usual case with Crown lands; but before this could be done there is the cost of survey, &c.—say, 3s. per acre—and the necessary loans to be raised under the Government Loans to Local Bodies Act for the preliminary roads—say, 5s. per acre—making a total of 8s. per acre to be deducted from the 18s. per acre above mentioned, thus leaving the margin of 10s. per acre for the purchase, &c., of the land, which, taking the area of 50,495 acres made up as above mentioned, amounts to £25,247 10s. From some points of view this value of 10s. per acre may appear low, but as against this I can only draw your attention to the very large area of over 35,000 acres which Messrs. Tolme and

Twiss estimate can only be disposed of by the Government at 17s. 6d. and 15s. per acre, and that the former further states in his report that the major portion of that part of the block inspected by him does not compare at all favourably with our ordinary Crown lands, either as to quality of the soil or means of access, and this view is confirmed by Mr. Twiss.

Presuming that the area ordered by the Court in favour of the Crown within the block for survey liens, &c., cannot override any rights the lessees and sublessees may have previously possessed, and for the purpose of dealing with them I place the area at 53,285. These leases and subleases are marked upon litho. No. 2. [See Exhibit No. 73.]

Litho. No. 3 [see Exhibit No. 74] shows the area in grass, as copied from information supplied by Mr. Twiss, and the following is his statement as to the improvements, which total £4,661 10s. :—

	£
Subdivisions Nos. 1 and 2: Area, 892 acres (W. Jones)—	
500 acres in grass at £3 per acre...	1,500
400 chains fencing at 14s. per chain	280
Dip and yard	12
Total	£1,792
Subdivision No. 6: Area, 1,322 acres (Bayly)—	
300 acres in grass at £2 10s. per acre	750
60 ,, £2 per acre (overgrown)	120
Whare and orchard	40
Fencing, 80 chains (new), at £1 per chain	80
Total	£990
Subdivisions 8 and 9: Area, 1,435 acres (Greenaway)—	
250 acres in grass at £2 per acre...	500
Buildings (very dilapidated)	175
Machinery	...
Total	£675

The buildings on this clearing consist of five small whares, a cookhouse, and a mill. They would be of service for farm buildings if put in repair. The machinery is in a bad state, and I cannot express an opinion as to its present value.

	£	s.	d.
Subdivision No. 12: Area, 1 250 acres (Kelly)—			
50 acres in grass at £2 5s. per acre	112	10	0
Mill buildings (very dilapidated)	10	0	0
Machinery	...		
Total	£122	10	0

	£
Subdivision No. 13: Area, 1,790 acres (Kelly)—	
300 acres in grass at £2 10s. per acre	750
House (six rooms), outbuildings, dairy, and cowshed	245
Mill buildings (nine whares and mill)	50
Machinery	...
Fencing, 25 chains	25
Stumping and ploughing 3 acres at £4 per acre	12
Total	£1,082

The mill buildings on this subdivision are in an advanced state of decay, but if pulled down parts could probably be used for re-erecting as farm buildings. The machinery is very much out of repair on this and Subdivision No. 12.

You will, of course, notice the remarks made by Mr. Twiss with regard to the buildings and machinery of the mills, and that upon the latter he does not attempt to place any value. I attach extracts from the reports furnished by Messrs. Tolme and Twiss. The former inspected that portion of the block to the eastward of the line running from Tawhitiraupeka to Kokahurangi, and the latter the western portion. It will be noticed from their reports that the amount of milling timber upon the block is practically nil, but, as might have been expected, there is undoubted evidence of the presence of coal in certain localities, as referred to by Mr. Twiss in his report.

F. SIMPSON,
Commissioner of Crown Lands.

Under-Secretary for Lands, Wellington.

No. 70.

New Plymouth, 7th March, 1910.

Mokau-Mohakatino Block.

IN reply to your memo. 3908/75, of 2nd ultimo, *re* the above block, I have to report that I commenced my inspection of the block on the 10th ultimo, at the Totoro or northern end.

No. 1D, at the north-west point of the block, containing about 150 acres, is land of first-class quality, but owing to its being overrun with blackberries is practically useless from a settlement point of view. Were this subdivision clear of noxious weeds, I would value it at £2 5s. per acre for settlement purposes, but I doubt very much whether that sum per acre would be sufficient to clear it in its present condition.

No. 1E, north of the Paraheka Stream, comprises about 1,500 acres of really good easy country, well adapted for close settlement. It is covered with mixed forest, which varies from manuka in the northern portion and along the river-banks to heavy tawa bush towards the south and east. There is also a small area of gorse and blackberry on the northern portion of this subdivision, and gorse, ragwort, and blackberry are to be seen at intervals along the river-banks. The timber on No. 1E would be barely sufficient for ordinary settlement purposes, and I estimate that the land could be put on the market at £2 per acre.

South of the Paraheka Stream and north of the Motoiwananga there is an area of about 1,000 acres of very fair country, comprising easy slopes and small flats well adapted for close settlement. The forest on this portion, No. 1H, is mostly heavy tawa, with small areas of manuka and lightwoods intermixed with a fair quality of rimu and other building and fencing timbers. For settlement purposes I value this land at £1 15s. per acre.

The balance of No. 1H comprises rather rough and broken country about 17,000 acres in extent. The ridges are generally steep and covered with birch forest on top, while from the streams up the sides of the ridges to the birch line the forest is mostly tawa, mixed with rata, rimu, white-pine, &c., while the soil is of very fair quality. A peculiarity of this country is a number of tablelands up on the ridges and very difficult of access. These tablelands mostly comprise land of very good quality, and are covered with a good class of forest, mostly tawa, with a fair mixture of useful fencing and building timbers, such as totara, rimu, &c. I value this block for settlement purposes at 15s. per acre. You will infer from the prices I have put on this country that it does not compare at all favourably with our ordinary Crown lands, either as regards quality of lands or means of access.

About five years ago Mr. H. M. Skeet, District Surveyor, reported very unfavourably on a proposal to connect the Mokau River with the Ohura Road system, *via* either the Panirau Valley to the Waitewhena Road, or *via* the Tikaputa Valley to the Mangakara Road. In Mr. Skeet's opinion either of the above proposed roads would be most expensive undertakings, owing to the length of grade and the nature of the country to be traversed. Another objection was that these roads would both run for a considerable distance through unoccupied Native land. In the event of the Crown securing the Mokau-Mohakatino Block the last-named objection would be done away with. It must also be remembered that in the Aria Valley Survey District, to the east of Mokau-Mohakatino and adjoining that block, there is a strip of 8,700 acres of unoccupied Crown land, which is hemmed in on its eastern side by Crown selectors, whose sections back on to the Umukaimata Range, and on its western side by the Mokau-Mohakatino Block. The above-mentioned Crown land comprises similar country to that portion of Mokau-Mohakatino adjoining it, and any roads giving access to the latter block could be extended so as to give access to the present Crown lands as well. In my opinion, the fact of this area of Crown land fitting in so well with No. 1H of Mokau-Mohakatino should give additional value to that land from a Crown point of view.

So far as I could judge there should be no difficulty in getting a road down the Mokau River from Totoro as far as the Mangapohue Stream, to where from the mouth upwards the river is accessible for fairly large steamers. Road connection could also be made with the Paraheka Road *via* the Paraheka Stream, and this road would bring the mouth of the Panirau within forty miles of Te Kuiti.

Both the Panirau and Tikaputa Streams contain a splendid kind of shingle, the supply of which appears to be inexhaustible, and the beds of both streams are strewn from end to end with coal of good quality.

The Mokau River from the mines to Totoro could easily be made navigable for canoes and small launches, as the rapids, though numerous, present no serious difficulty. In fact, a small launch would have very little trouble in getting up to Totoro at present, provided there was plenty of water in the river. Of course, it must be remembered that road-formation or bush-felling on a large scale along the river-banks or in the watershed would always have a tendency to obstruct the river and make it more difficult for navigation.

The formation of the country above described is a mixture of sandstone and papa.

As I am not aware what expenses would have to be charged against this land in addition to the cost of roading and survey, I cannot very well give the lowest price per acre at which it would pay the Government to buy this block, but the following are the prices at which I estimate the different portions could be disposed of for settlement purposes: Mokau-Mohakatino No. 1D—160 acres, less No. 1D Section 1 (12 acres) = 148 acres: Nil, owing to its being infested with noxious weeds. Mokau-Mohakatino No. 1E—1,593 acres, less No. 1E Section 1 (96 acres) = 1,497 acres: £2 per acre. Northern part of Mokau-Mohakatino No. 1H, comprising 1,000 acres: £1 15s. per acre. Balance of Mokau-Mohakatino No. 1H, comprising 18,576 acres, less No. 1H Section 1 (1,675 acres) = 16,901 acres: 15s. per acre.

E. TOLME,
Crown Lands Ranger.

The Commissioner of Crown Lands, New Plymouth.

No. 71.

[EXTRACT FROM REPORT BY MR. H. T. TWISS.]

New Plymouth, 8th March, 1910.

SIR,—

Acting under instructions contained in your letter of the 19th February last (3908/78), I have made an inspection of portion of the Mokau-Mohakatino Block, and have the honour to report as follows:—

The portion of this block which I inspected is that lying to the west of the traverse from Kokahurangi to Tawhitirauneka, and, generally speaking, the land ranges from very rough country to first-class river-flats. The bush is mixed and rather light, as is also the undergrowth.

The river-flats and low undulating country are covered with rewarewa, big tea-tree, kowhai, kahikatea, and small tawas, while the rough and higher country is clad with tawa, rata, totara, rimu, &c., with birch on the tops of most of the ridges. As regards the formation of the country, it is very mixed, comprising sandstone, papa, and limestone, some of the ridges showing sandstone on the top, with papa on the sidelings. The best portion of the block is that to the west of Subdivisions 15 and 16, and a considerable portion of this along the road and river frontages is flat, and would be suitable for raising root and other crops in conjunction with the grazing-land, which comprises the balance, and which would all break in into really good sheep-country. The eastern end of that part of the block which I inspected, and coloured blue on the attached litho. [Exhibit No. 72], is of a very much rougher nature, and, while a large proportion would, no doubt, become fair grazing-land, there is a considerable area which is almost valueless from a grazier's point of view, though it may eventually become a valuable asset on account of the coal-deposits which are evidently there, and which I will refer to later on.

The western portion of the part which I inspected presents no serious difficulties in the way of roading, as almost level roads and at a low cost could be made up both river boundaries, while short roads would give access to any sections lying between the two. In fact, there is a rough track up the Mokau on the south bank as far as the clearing on Subdivision 13, and a track has been cut and partly made up the Mohakatino as far as Subdivision 11, though it is in a very bad state at present and almost impassable. The eastern portion (coloured blue) would be much more difficult, as it would be impossible to carry a road up the Mohakatino further than Waipapa Stream, owing to the falls and rough country. A road, however, could be formed without much difficulty up to the mouth of the Waipapa Stream, and access to this portion of the block might be possibly obtained by continuing the road up the Waipapa Stream. This portion of the block might also be reached by continuing the Mohakatino Road, which ends at present in the south-eastern corner of Block II, Waro Survey District.

Road access to the roughest part of this block, which is in Blocks IV and V, Mokau Survey District, might possibly be obtained by a road up the Totara Stream. This would also open up the good country lying in the Totara Stream Valley (shown green).

In the attached litho. the portion coloured blue is rough to very rough country, consisting of high rough ridges with steep spurs and gorgy streams. The greater portion of this is sandstone, the tops of the ridges and spurs being covered with birch. Contained in this there is an area of 4,700 acres (approximately) which could only be classed as grazing-run country, though from the indications I saw there is very probably a large portion of this that is coal-bearing. While going up the Mangapongahuru Stream I came across a seam of coal which was showing 10 ft. thick in the stream-bed. I also saw coal outcropping in several other places.

The other portion coloured blue in Blocks VII, VIII, and IX, Mokau Survey District, is less rough than the other, and, though the ridge tops are mostly sandstone with birch, the sidelings are much better in most cases, papa and covered with tawa, rata, &c. I have no doubt that it will break into good sheep-country. The area of this is approximately 13,000 acres, and I would suggest that it would probably be to the best advantage to divide it into large areas. The balance of the block, coloured pink, green, yellow, and purple, is mixed. The bush is mostly light, and comprises tawa, rata, rimu, kahikatea, rewarewa, &c., with a light undergrowth, very little of which would be suitable for milling purposes. In fact, during my travels through this block I saw very little timber suitable for this purpose, and what I did see was very much scattered. This portion (coloured pink, green, yellow, and purple) would all divide into suitable areas for sheep and cattle farming, and, while there is a possibility that future settlers could devote portion of their holdings to dairying purposes, there is not a sufficient concentrated area suitable for subdivision into dairy farms to warrant the erection of a factory in any particular locality.

Of the land which calls for special mention, that lying up the Totara Stream is perhaps the best. The flats along the river are very rich, and the undulating country will grow splendid grass, as is shown by that on the felled portions. The general run of the valleys is from easy to fairly steep towards the main ridge.

H. T. Twiss,
Crown Lands Ranger.

The Commissioner of Crown Lands, New Plymouth.

No. 75.

Lands Department, 23rd March, 1910.

Re *Mokau-Mohakatino Block*.

In accordance with your instruction of the 28th January I submit herewith for your information report by the Commissioner of Crown Lands, New Plymouth, as to the suitability of the Mokau-Mohakatino Block for settlement, and the price which the Crown could afford to pay for the land in question.

The total area of the block is 55,837 acres, and of that amount 5,341 acres 3 roods 25 perches have been awarded to the Crown (less 4 acres for Native burial-ground) in satisfaction of survey liens, &c., leaving 50,495 acres and 15 perches as the net area we will have to take into consideration in valuing this land. The total value of the land at which it could be disposed of by the Lands Department to the public is £45,144 5s., being a value of, say, 18s. per acre. Therefore it follows that the Crown could not afford to give, at the outside, more than £35,000 for this land. Strictly speaking, the Crown would not be justified, under ordinary circumstances, in giving more

than £30,000 for the block, but in order to settle this long-standing dispute the Crown might go so far as to give £35,000 for the land in question. To give you an idea as to how the values were arrived at in this case, I append the following particulars (see Exhibit No. 76).

WILLIAM C. KENSINGTON.

For Cabinet.—J.G.W.—23/3/10.

In Cabinet, 24th March, 1910.—Offer £35,000.—J. F. ANDREWS, Secretary to Cabinet.

The Secretary to Cabinet telephoned Monday, 28th, that Cabinet minute of 24th was cancelled pending further consideration.—WM. C. KENSINGTON.—29/3/10.

No. 76.

PARTICULARS OF VALUES.

	£	s.	d.
4,700 acres (blue on plan) at 7s. 6d. per acre	1,762	10	0
30,671 acres (blue on plan) at 15s. per acre...	23,003	5	0
5,776 acres (purple on plan) at £1 per acre	5,776	0	0
2,160 acres (yellow on plan) at £1 5s. per acre	2,700	0	0
1,497 acres (yellow on plan) at £2 per acre	2,994	0	0
148 acres (yellow on plan), nil.			
1,000 acres (blue on plan) at £1 15s. per acre	1,750	0	0
3,859 acres (green on plan) at £1 10s. per acre	5,788	10	0
685 acres (pink on plan) at £2 per acre	1,370	0	0
Total value	£45,144	5	0

I also attach for your information the report by the Commissioner of Crown Lands and the two Crown Lands Rangers, together with the maps which accompanied the same. You will notice that the Commissioner and the Rangers agree as to the value of the block. Therefore, if the Crown goes so far as to give £35,000 for this block, it only leaves a margin of £10,000 for the necessary roading, surveys, &c. Personally, I should not like to see the Crown give more than £25,000 to £30,000 for the land in question; but as it is a policy question, and involves the settlement of long outstanding disputes, which have been before so many law-courts, the Court of Appeal, and the Privy Council, I think the Government would be justified in giving £30,000 to £35,000 to settle this matter. If, however, it would be possible to come to terms by which the land could be obtained for £30,000, it would bring it more on the safe side.

WM. C. KENSINGTON, Under-Secretary.

No. 77.

MOKAU JONES ESTATE.

In Cabinet.—28th March, 1910.

FORMER minute cancelled. The estate to be taken compulsorily, provided all parties agree as to the proportions of purchase-money to be paid to each.

J. F. ANDREWS,
Secretary to Cabinet.

No. 78.

The Solicitor-General, Wellington. Lands Department, 4th April, 1910.

Compulsory Acquisition of Native Land by Crown.

THE Crown is desirous of acquiring the Mokau-Mohakatino Block (as per minute of Cabinet dated 28th untimo, on papers herewith), and by direction of the Right Hon. the Minister of Lands I have the honour to ask your opinion on the following point:—

Part XIX of the Native Land Act, 1909, apparently contains all the power by which the Crown can at the present time purchase Native land, but it is not clear whether there is also power to acquire Native land under the provisions of the Land for Settlements Act, 1908. This latter Act authorizes the purchase of "private land" either compulsorily or by mutual agreement, and the definition of "private land" in section 2 of the Act means "any land alienated from the Crown." The Native Land Act excludes from the operation of the Act Native land which has become subject to a contract of sale, or to any other contract of alienation of the fee-simple thereof, and "alienation" means the making of certain leases, &c. With regard to the Mokau-Mohakatino Block, it appears that large areas have been granted on lease for periods exceeding twenty-one years, and it may therefore be considered that such areas have been "alienated," and may therefore be acquired under the Land for Settlements Act. These lands have also been mortgaged to Europeans.

I shall, therefore, be glad if you will kindly peruse the accompanying papers and advise whether the minute of the 28th March can be given effect to, and, if so, in what manner. As the matter is one of urgency, your early answer will be appreciated.

WM. C. KENSINGTON, Under-Secretary.

(Memo. attached giving legislative powers for Solicitor-General's information.)

No. 79.

MEMO. AS TO PRESENT LEGISLATIVE POWERS: PURCHASE OF NATIVE LAND BY THE CROWN.

THERE is no power at the present time to take Native land compulsorily. Such power was proposed to be obtained, and clauses 27 to 31 of the Land Bill of last session provided the necessary machinery, but, as the Bill was not proceeded with, the power was not obtained. The only power to acquire Native land by the Crown is that conferred by Part XIX of the Native Land Act, 1909. Under this Act the Crown may purchase Native land either (*a*) from a Maori Land Board, or (*b*) from incorporated owners, or (*c*) from the assembled owners, or (*d*) by way of private alienation.

Under the circumstances of the case, as the Mokau-Mohakatino Block is not vested in a Maori Land Board, nor have its owners been incorporated, the best method would be by way of purchase from the assembled owners under section 368 of the Native Land Act. To do this the Native Land Purchase Board has to fix a price to be offered for the land, and this offer is then transmitted by the Native Minister (Chairman of the Board) under section 355 to the Maori Land Board of the district. The Maori Land Board then calls a meeting of the owners under section 341 by direction of the Native Minister. If a majority of the owners (who hold a majority of the land) accept the offer, the necessary steps to convey the land to the Crown can then be taken.

WM. C. KENSINGTON.

No. 80.

Under-Secretary for Lands. Crown Law Office, 5th April, 1910.

Re *Acquisition of Mokau-Mohakatino Block.*

IN 1902 the Supreme Court decided, in Niniwa Heremaia *v.* the Minister of Lands (22 N.Z. L.R. 54), that Native land did not come within the scope of the Land for Settlements Act, and could not be acquired under that Act either voluntarily or compulsorily. The rule as so established has not since been affected by any legislation. The acquisition of Native land by the Crown must take place under the Native Land Act, 1909, Part XIX. The purchase is effected by the Native Land Purchase Board, the purchase-money comes out of the Native Land Settlement Account, and the land when purchased becomes Crown land subject to the land Act, 1908.

JOHN W. SALMOND, Solicitor-General.

No. 81.

Head Office, Lands and Survey, 7th April, 1910.

The Right Hon. the Prime Minister.

Acquisition of Mokau-Mohakatino Block.

WITH reference to Cabinet minute of the 28th March, that this land should be taken compulsorily, provided all parties agree as to the proportions of purchase-money to be paid to each, I have the honour to report that the question as to how the land could be taken in compliance with instructions was submitted to the Solicitor-General for his advice.

The Solicitor-General now states that the acquisition must take place under Part XIX of the Native Land Act, 1909—that is to say, the Native Land Purchase Board has to effect the purchase from the Native owners by mutual agreement under one of the methods set forth in that Part of the Act, probably direct from the assembled owners.

The matter is therefore submitted for your information and decision as to what further action is to be taken.

For Cabinet.—J. G. W.—11/4/10.

In Cabinet, 12th May, 1910.

THE whole matter to be referred to a Royal Commission of two Judges, to ascertain (*a*) What legal rights, if any; (*b*) what his equitable rights are; (*c*) the rights legal and equitable of any other claimants.

J. F. ANDREWS,
Secretary to Cabinet.

No. 82.

Lands Department, 13th May, 1910.

Memorandum for the Hon. Attorney-General.

Acquisition of Mokau-Mohakatino Block.

As you will see by a perusal of the accompanying file of papers (Lands file, 1910/747), the question of the acquisition of the interests of the lessees and mortgagees of the above land has been considered by Cabinet, and I have now the honour to request you to kindly take the necessary steps to have a Commission of two Judges of the Supreme Court appointed to report upon the

claims and interests involved. You are already well acquainted with the whole position, and the attached papers set out the particulars fairly fully, but, if desired, further plans and reports can be obtained and supplied.

J. G. WARD,
Prime Minister.

For Cabinet.—There is no power to set up this Commission.—J. G. F., 16th August, 1910.

In Cabinet, 22nd August, 1910.
GOVERNMENT decline to consider purchasing until all complications are removed.

J. F. ANDREWS,
Secretary to Cabinet.

No. 83.

Crown Law Office, Wellington, 4th June, 1910.

The Right Hon. the Prime Minister.

Re *Mr. Jones's Mokau Property.*

IN accordance with your instructions I have conferred with Mr. Treadwell, who is acting for Mr. Jones in this matter. I find that the claim which it is proposed to refer to a Royal Commission is not against the Crown, but against various individuals who have been concerned in transactions with the property claimed by Mr. Jones. This being so, it is impossible to proceed lawfully by way of a Royal Commission. If Mr. Jones has any legal claim against these persons, his proper course is to proceed against them by law. If he has no such claim he cannot apply to the Government for any inquiry or relief. Mr. Treadwell acquiesces in this view of the matter.

JOHN W. SALMOND, Solicitor-General.

No. 84.

Wellington, 5th July, 1910.

DEAR SIR JOSEPH,— Re *the Mokau Land Case.*

Mr. Joshua Jones, who is now in Wellington, informs me that the latest phase of this case is that you were good enough to inform his solicitor, Mr. Treadwell, a short time ago that you would, about the 23rd June last, submit a scheme to Cabinet in the form of purchasing the freehold of this land from the Natives, and, under the Native Land Act, dealing with all parties claiming interests through Mr. Jones in the property, and awarding certain concessions to Mr. Jones, subject to the approval of Cabinet, vesting the minerals in him, with defined areas of freehold land for his own occupation, that would enable him to communicate with London in reply to certain offers received by him through cable, of which I understand you are aware, to work the minerals and build a harbour at the river-entrance, in accordance with the Government survey plans. Mr. Jones now states that neither he or his solicitor has heard anything further about the matter, and he is, as you know, in great anxiety respecting it. The people of Taranaki are also very desirous of seeing this block of land settled. The Taranaki members of the House, with myself, have been urged by our constituents to endeavour to get a settlement of the case. It is proposed we should take some action in the House, but before I move in the matter I would feel obliged by your informing me at your earliest convenience whether the Cabinet has arrived at any decision as to what is proposed to be given effect to in order that this long-standing grievance might be terminated.

I remain, &c.,
H OKEY.

The Right Hon. the Prime Minister.

MR. KENSINGTON,—

In view of the answer to Mr. Okey's question in the House of Representatives yesterday, what should be the reply to this letter, please?

J. G. WARD.
28/7/10.

Right Hon. Minister of Lands.—Suggested reply herewith.—WM. C. KENSINGTON.—29/7/10.

No. 85.

Department of Lands, Wellington, 29th July, 1910.

The Right Hon. the Minister of Lands.

WITH reference to the attached letter from Mr. Okey, M.P., and your minute thereon of the 28th instant, I have the honour to state that I think the answer should be:—

"That the Government is advised that, in view of the extraordinary complications in this case, it is most inadvisable to enter into any negotiations for the purchase of the land in question. The more I investigate the matter the more complicated it appears."

WM. C. KENSINGTON, Under-Secretary.

Cabinet.—J. G. WARD.—20/8/10.

In Cabinet, 29th August, 1910.
REPLY accordingly.—J. F. ANDREWS, Secretary to Cabinet.

No. 86.

SIR,— Minister of Lands Office, Wellington, 5th September, 1910.

With reference to your letter of the 5th July last, inquiring whether the Government intends making arrangements to acquire the freehold of the land leased by Mr. Jones in the Mokau District from the Native owners, I have now the honour to inform you that the Government is advised that, in view of the extraordinary complications in this case, it is most inadvisable to enter into any negotiations for the purchase of the land in question. The more I investigate the matter the more complicated it appears.

I have, &c.,
J. G. WARD,
Minister of Lands

H. J. H. Okey, Esq., M.P., Parliament Buildings.

No. 87.

The Under-Secretary of Lands, Wellington. Wellington, 24th August, 1911.

Mokau-Mohakatino Part No. 1 Block.

I HAVE the honour to forward herewith brief notes on the above block for your information, as verbally requested this morning.

Total area, 55,652 acres. Crown Lands Rangers Twiss and Tolme estimated price that the block would realize after being subdivided and offered for lease, &c., and making provision for the usual roading, &c., at £45,144. (Note: This sum excludes valuation over those parts of block cut off by Native Land Court to satisfy Crown survey liens, but which it has since been decided to hand over to the syndicate on the understanding that they pay the survey costs in cash.)

My estimate as above is that the block would realize a total of £52,254, or approximately 18s. 9d. per acre over the block as a whole. (Note: My estimate covers the land alluded to above as having been cut off to satisfy survey liens.) This rate—18s. 9d. per acre—less cost of survey 3s. per acre, and roading 5s. per acre, would leave 10s. 9d. per acre, or a total sum of £29,912, which the Crown could with any degree of safety give for the block.

There would not be more than one-fifth of the block, or, say, 10,000 acres (an outside estimate), fit for close settlement in subdivisions from 100 to 500 acres, and these would be scattered over the western half of the block, and then not in any one particular locality. The best and most accessible portions of the block are held under subleases, which are registered under the Land Transfer Act, and have an unexpired term of about thirty-two years to run. These subleases cover 6,789 acres, and embrace the whole sea-front and the principal flats—rich country—along the Mokau River frontage, and also a large slice of the best country in the Mohakatino Valley. Fully two-thirds, comprising the whole of No. 1G, No. 1H, and No. 1J, and a large slice of the western part of No. 1F, is very rough and of poor quality, and only fit for sheep-farming.

The timber on the block is very limited, and only sufficient for ordinary farm purposes, fences, and rough sheds. There are outcrops of coal on the land, but it has not been found so far advisable to attempt the working of same, as for various reasons—dips of seams, inaccessibility, &c.—it would not pay to work. Limestone abounds over the western middle portion of the block, while the eastern half is a mixture of sandstone and papa.

The block taken as a whole can only be classed as second class; but the fact that as long as the title rested in the Natives all settlement was blocked in north-west Taranaki has created an added value to the Mokau-Mohakatino lands. I am strongly of opinion, knowing as I do the full details now being undertaken by Surveyors Sladden and Palmer for the subdivision and roading of the block, that an excellent scheme of settlement will eventuate, and the land put to its fullest use. In fact, the State could not do better, unless it is prepared to spend freely over and above the sums above mentioned.

I am not prepared to say more with regard to the minerals than I have already noted, excepting to state that this is but a corner of the large coalfield that extends over the northern part of Taranaki, and that the main portion of the field will eventually be tapped in many parts by the Stratford-Ongarue or Stratford-Mangaroa-Te Kuiti Railway at easily worked points, with short sidings leading from the railway to pit-head. Contrast this with the inaccessibility and difficulties of working the seams on block under review, the dangerous bar at Mokau Heads, and the difficulties, especially in summer, of the river navigation. This, I maintain, will most seriously discount the ultimate value of the coal-seams on the Mokau-Mohakatino No. 1 Block.

W. H. SKINNER,
Chief Draughtsman for Taranaki.

No. 88.

(Confidential.) District Land Office, Invercargill, 25th August, 1911.

SIR,— *Mokau-Mohakatino Block.*

In reply to your telegram *re* above, I have to state that I triangulated all over the block. The Mokau River from Totoro to where the river joins the sea forms one boundary. Mohakatino from the sea to its source is the boundary on south side, and on the east a long straight line that runs over narrow ridges. On the lower Mokau River there are some small flats, not large in extent. From Tarawhati to Totoro the land is better, and some moderate-sized sections might be laid off. The Totoro Valley runs back flat for a few miles, and is narrow. One or two homestead-sites might be found in it. The homestead block on the sea-coast, of several hundred acres, makes one farm, and up the Mohakatino a few sections, purely pastoral, could be laid off. The middle portion of the block from Panirau to the north up to Tarawhati, and westward to a little above the Totoro Stream, is exceedingly broken, ridgy, forest country, covered with a considerable amount

of black-birch forest, only fit for pastoral holdings in large-sized blocks. The difficulty in getting homestead-sites would be very great, and much against comfortable settlement of the land. The roading of the block would be most expensive, and the lay of the country is such that the greatest difficulty would be found to connect to any present made road, and also to connect one road with another. Taking the block as a whole, for pastoral settlement purposes the cost of providing access would be so great that if the State was to get its money back the block would have to be acquired at less than 10s. per acre—that is, if the land was to be used for general settlement purposes. Even a large portion of the block is not fit for settlement, being too broken and ridgy, and should only be made a reserve for climatic purposes. There are some patches of fair timber that would be very costly to recover and make available for market, owing to the difficulty of getting the trees to the sawmill. There are deposits of coal on the lower levels, but the dip is the wrong way. This means that pumping would be necessary to work the coal. On the higher levels the seams are rather narrow. There are outcrops of limestone, not now very valuable, as other outcrops in more favourable positions would provide limestone so much cheaper. Taking the property as a whole, it is not one that I would have recommended to be acquired for settlement purposes at more than 10s. per acre, though for State purposes it might have been worth acquiring to preserve the scenic beauties of the river, the preservation of natural flora and fauna, for the mineral deposits of coal. I regret very much that, not having plans and my old notes at hand, I am unable to give as much detail as I would like. The report of a road-exploration that I made gives a good indication of what the roading would be like to tap the block from the present system of roads in the Ohura District. To road the block for holdings of less than 1,000 acres would be exceedingly heavy. In fact, many of the sections would require to be much larger.

I have, &c.,
H. M. SKEET,
Commissioner of Crown Lands.

The Under-Secretary for Lands, Wellington.

No. 91.

District Lands Office, Invercargill, August, 1911.

SIR,— *Mokau-Mohakatino Block.*

With respect to my telegram of even date, I was under the impression that the northern part of the block had been given back to the Natives. By your reply I conclude that the area the Government was to receive was for survey charges, &c. Perhaps you would like some idea of how much very broken country there is in the block. As I have only a very small scale map I can only give an approximate idea. One-half of the block is very broken, ridgy, forest-covered country, with a considerable amount of black-birch in the bush, and this class of land in that part of Taranaki is not very good for settlement. Another portion is only moderate country, and the balance, made up of isolated pieces, can be termed first class. It is most difficult to find any fair-sized piece of land of over 100 acres, except in narrow strips up some of the streams, that could be made fit to plough for cultivation. The road system will be costly. Only few road routes in any way of a practical kind are available. The cost even for bridle-roads will run into many thousands. Water carriage may be used up to Panirau, but then roads to the river and down the river will be required, and they will be costly.

Looking at the block as a whole, I do not think it was one that the State would have easily settled. If the newspaper report of the price given is correct, I think when the block has been settled, and the necessary access provided, and certain reservations made, the people who take up the land will find they have made a very expensive bargain. In this case, if road access to each subdivision by means of a regulation graded road is made compulsory, the syndicate will find there will not be much profit, if any. It is a block of land that there will be no necessity for the State to take roads through, so the whole cost must fall upon the syndicate or settler.

I have, &c.,
H. M. SKEET,
Commissioner of Crown Lands.

The Under-Secretary for Lands, Wellington.

No. 92.

Department of Lands, Wellington, 6th September, 1911.

The Under-Secretary of Crown Lands, Wellington.

Mokau-Mohakatino Block No. 1

THE following is the position of the survey liens on the above block :—

Block.	Cost of Survey.	Interest.	Total Lien.
	£ s. d.	£ s. d.	£ s. d.
1F	587 8 11	195 16 3	783 5 2
1G	75 6 2	25 2 0	100 8 2
1H	314 4 9	104 14 11	418 19 8
1J	125 1 5	41 13 10	166 15 3
Totals	1,102 1 3	367 7 0	1,469 8 3

Interest is for five years at 5 per cent. per annum in terms of section 66 of the Native Land Court Act, 1894, under which Act the survey and charging orders were made.

Messrs. Findlay, Dalziell, and Co. deposited the full amount—viz., £1,469 8s. 3d.—on the 16th August last, and this has been paid into the Receiver-General's Deposit Account pending final decision in the matter.

A. C. TURNBULL,
For Chief Accountant.

No. 93.

Department of Lands, Wellington, 21st September, 1911.

SIR,— Re *Railway Routes, Taranaki District.*

In accordance with the promise made by me to the Native Affairs Committee yesterday morning, I forward herewith a lithograph [Exhibit No. 93A] showing the position of the North Island Main Trunk Railway line, and the various alternative railway routes which have been explored or surveyed in the Taranaki District, and which tap the Main Trunk line. These include the route up the Ohura Valley and the Waitewhenua Valley.

I have, &c.,
WM. C. KENSINGTON, Under-Secretary.

The Chairman, Native Affairs Committee, Wellington.

No. 94.

Native Department, Wellington, 7th April, 1911.

Memorandum for the Hon. the Native Minister.

Mokau-Mohakatino 1F, 1G, 1H, 1J.

I HAVE received from the President of the Waikato-Maniapoto District Maori Land Board an agreement which it is proposed should be executed in connection with the transfer of the above blocks.

At the interview Mr. Dalziell had with you in connection with these sales it was understood the Public Trustee was to be the holder of the fee-simple in trust for Mr. Herrman Lewis, or his assignees, and I presumed the parties had made their arrangements accordingly. In the present case, howere, the position is varied, and I note the agreement (page 4, clause 5) states the fee-simple is to be transferred to W. H. Bowler, the President of the Board, the Public Trustee being erased. I am not very clear as to how this is going to work. The Board is, under the arrangements, the intermediary between the vendors and the purchasers, and it also has to see to the further carrying out of the arrangements implied—namely, settlement of this block under the limitation of area, as set out in the Native Land Act, 1909. Therefore, it might mean that difficulties would arise if the President of the Board held the fee-simple. Of course, the trust sets out that he holds it on trust under the Board's action, who are enabled to execute and do necessary work, but I think the position is one that should be carefully looked into before final arrangements are made. Probably it would be advisable for the Solicitor-General to comment thereon.

THOS. W. FISHER, Under-Secretary.

The Solicitor-General.

THE Hon. the Native Minister asks you will express opinion on the agreement attached and position generally.

THOS. W. FISHER, U.S.
8/4/11.

The Solicitor-General for opinion.—J.C.

The Under-Secretary for Native Affairs.

I SEE no objection to the appointment of Mr. Bowler as trustee.

JOHN W. SALMOND, Solicitor-General.
20/4/11.

No. 95.

Same as Exhibit No. 28.

No. 96.

Native Department, Wellington, 27th April, 1911.

Memorandum for the Hon. the Native Minister

REFERRING to my memo. of the 7th instant, which you minuted to be referred to the Solicitor-General for opinion: He has now had the papers before him, and Mr. Dalziell, solicitor for the company, has also interviewed him.

The file has now been returned with minute: "I see no objection to the appointment of Mr. Bowler as trustee."

I have intimated the position to Mr. Bowler, but have pointed out that the work that will have to be entered upon is certainly worth some remuneration, which one might assess at from £75 to £100 per annum, as fees, all direct outgoing expenditures, travelling-expenses, &c., being, of course, charged to the block. I presume the company will, through its secretary or solicitor, arrange for all expenses of surveying, roading, &c., and satisfy the Board as to providing necessary funds on completion of the work. The main thing, I presume, Mr. Bowler will have to secure himself upon will be indemnity in case litigation is sought by any parties who may claim to be injured. THOS. W. FISHER, Under-Secretary.

Board already advised as to position.—T.W.F.—28/4/11.

Board take action accordingly.—J.C.—28/4/11.

No. 97.

Department of Lands, Wellington, 22nd September, 1911.

SIR,— Re *Survey Liens, Mokau-Mohakatino Block.*

With reference to my promise to the Native Affairs Committee to furnish a statement of the survey liens over the Mokau-Mohakatino Block, the Chief Surveyor, New Plymouth, now reports as follows:—

(1.) The date of the original survey was November, 1879.
(2.) The date of the subdivisional survey was 1894.
(3.) Lien was allowed by Native Land Court on the 21st March, 1898.
(4.) The subdivisional survey of the land leased to Mr. Joshua Jones was made at the request of L. O'Brien, Native Land Court Judge (in accordance with the Mokau-Mohakatino Act, 1888), the order for such survey appearing on plan of Mokau-Mohakatino Block No. 1, produced at the Native Land Court on partition of this block, sitting at Mokau in 1889.
(5.) The plan of Subdivisions A, B, C, and F of the above block was approved by Judge L. O'Brien on the 15th January, 1895.

The charging orders were obtained at a sitting of the Native Land Court at Otorohanga on the 21st March, 1898, and interest was allowed in the case of Nos. 1E and 1F, to date from the 11th January, 1895, and to extend for a period of not more than five years. The amount of the lien, and interest, is shown in the schedule which I handed to the Committee. I have, &c.,

WM. C. KENSINGTON, Under-Secretary.

The Chairman, Native Affairs Committee, Parliament Buildings.

No. 98.

SIR,— Department of Lands, Wellington, New Zealand, 26th September, 1911.

I have informed the Hon. Sir James Carroll that, with regard to the question asked me as to whether any advance had been made to Maoris in connection with the Mokau-Mohakatino Block, and my reply that I had made no advance thereon, I find that Mr. R. A. Paterson, Native Land Purchase Officer, out of his own imprest, made an advance to Anaru Eketone early in January, 1910, and obtained the approval of the Hon. Sir James Carroll to the payment. It was arranged that, if the purchase of the Mokau-Mohakatino Block was not completed, a refund of the amount advanced to Anaru Eketone would be made out of the latter's interest in the Moerangi Block.

Yours faithfully,

WM. C. KENSINGTON, Under-Secretary.

W. T. Jennings, Esq., M.P., Chairman, Native Affairs Committee, Parliament Buildings.

Sir James Carroll has promised to explain to the Committee.

No. 99.

SIR,— Wellington, 18th August, 1911.

Whereas Parliamentary Paper No. G.–1, "Mokau-Mohakatino Block (Statement in respect of the)," has been referred to the Native Affairs Committee, and it has been made to appear to the Native Affairs Committee that you are likely to give material evidence therein:

This is to require you to appear on Tuesday, the 22nd day of August next, at 11 o'clock in the forenoon, in Committee-room F, Old Parliament House, Wellington, before the said Committee, to testify what you shall know concerning the matter of the said Paper G.–1.

I have, &c.,

WM. T. JENNINGS,
Chairman of the Native Affairs Committee.

Mr. Joshua Jones, Wellington.

No. 100.

Wellington, 21st August, 1911.

To Mr. W. T. Jennings, M.P., Chairman, Native Affairs Committee, Wellington.

(*Memorandum.*)

I HAVE received a notice from you requiring my attendance at Committee-room F on Tuesday, the 22nd, to testify what I shall know concerning the matter of the Mokau-Mohakatino Block dealt with in Paper G.-1.

I had not intended paying attention to your summons without further direction from the House, but I have been advised that my refusal to attend might probably prejudice parties concerned in the proceedings. I therefore, out of respect to Parliament, present myself—but under protest—to answer any questions that may be put to me. I presume that I shall not be permitted to testify "what I shall know": such would require more time and space than the Committee might be inclined to devote to the subject-matter, and may be reserved for another occasion.

As I claim to be interested in the property, as well as in the proceedings, I consider it necessary to warn you of the objections I hold, and also as to the measures already adopted by the Government to the prejudice of full and fair inquiry into this matter.

Item 1: I consider your presence as Chairman of the Committee—or in any capacity—to be most improper, as well as a menace to fair inquiry, for the reason that you have already wantonly prejudiced the case by making many statements pertinent to the issue in the House, as well as broadcast over the country, that you knew, or should have known, were absolutely untrue, and that in your "evidence" before the Committee of 1910—evidence, remember, not asked for, but tendered at your persevering solicitation—you had not one word to say as to the facts of the case itself, but that you considered the proceedings—*i.e.*, my petitioning Parliament—were "very irregular," and that a "great mistake" had been made: that is to say, you set your own opinion up as against Committee reports from both Houses, to damage me without reason or cause excepting the heinous crime of my petitioning Parliament. Whether this attitude was in allegiance to the promise you had previously informed me the Premier had given you that you should receive the portfolio of Minister for Lands I cannot say: certain it is that you had no grounds, as far as my conduct has been concerned, to make an attack upon my claim; and it may be noted that you are the only member of the House that has done so, although many honourable gentlemen know the merits of decades past much better than yourself. You surely have not forgotten that you took me to the Prime Minister in 1908, after the decision of the Supreme Court, which was contrary to that of the English Chancery Court, had been given, and right of trial and leave to appeal to the Privy Council both refused me, and the Right Hon. Minister advised me to petition Parliament with the view of obtaining a recommendation upon which Government might request Parliament to grant relief. However, laying these items aside, the fact of your being or having been the local agent, as you state, of the people who the members of the 1910 Committee allege in the House had defrauded me should of itself disqualify you from having anything to do with inquiry into the case. I do not believe that a tithe of honourable members in the House would permit you to be connected with the matter if they knew the present circumstances as I know them. Indeed, the incident is fresh in my memory of a member being expelled from a colonial Parliament for simply stating what was true concerning parties who were present to defend themselves, much less stating what was not true with respect to a person who was not present and had not the opportunity to defend himself, as you have done. You have seen fit to say in Parliament that you had done all you could to assist me, but I think you have done a little more to assist Dr. Findlay by refusing to move for the open inquiry that was recommended by the Committee in 1908, and which would have opened up the whole transaction that Findlay took such pains to conceal and has so eminently succeeded hitherto in doing.

Item 2: I do not consider it proper or just that Sir James Carroll should be seated on the Committee in this case. It is proven that his colleague, Dr. Findlay, has an interest in this business notwithstanding his denials, and the action of Sir James Carroll himself in advising His Excellency the Governor to sign an Order in Council to carry out a transaction not authorized or contemplated by the statute in such case will necessarily come under review by Parliament and the constituencies, to whom it may not appear prudent that he should judge his own case. His admission that the proceeding was sanctioned by the Cabinet on the 5th December last, when the Prime Minister and Dr. Findlay were present, increases rather than mitigates the illegality of the transaction, although it sheds responsibility hitherto concealed over other members of the Cabinet.

I also question the propriety of Mr. Macdonald, the Government Whip, sitting on this Committee. He has already adjudicated on the matter; he was on the A to L Committee of 1910, when he was permitted—improperly, I allege—to contradict a most important statement of fact put forward by me in evidence—with a statement that was incorrect—and there is this important fact, that Mr. Macdonald with other Committeemen of 1910 voted with the Government (that flouted their recommendation) to send this case to the Native Affairs Committee, instead of to independent tribunals as proposed by Mr. Massey and suggested by Mr. Fisher and Mr. McLaren. Bearing in mind that my own interests may be involved in this Native Affairs inquiry—although in my opinion it is in no sense a Native question—and that Mr. Macdonald is on the Committee, I would remind the members that the evidence given before the A to L Committee was not taken upon oath—which was great disadvantage to me, inasmuch as the statements of the principal witnesses were, in the main, untrue—and, worse still, much that was stated was only "half the truth." The document known as the Stout-Palmer report of March, 1909, made use of continually by the Government and that Committee to my detriment, was, as I warned the Committee, an illegal and improperly obtained report. There was no legal power to justify any inquiry being made by the Stout-Palmer Commission into the Mokau lands, neither was such intended

by Parliament. The report contains several material statements that are not true, and in other instances the truth is concealed. The so-called inquiry was held and report concocted unknown to me; there are no names or evidence of the witnesses given; the report is not written in good faith, but with evident malice. I allege that this illegal Commission was set up at the instigation of Dr. Findlay. I was threatened with it beforehand consequent upon my refusal to agree to certain terms put forward by him on behalf of one Herrman Lewis, the client of his business firm of Findlay and Dalziell, while he as a Minister refused the inquiry recommended by the Legislative Council Committee. The story respecting the leases being illegal, voidable, or improperly obtained, that has gained such notoriety, is untrue, and was only concocted by the Stout-Palmer Commission. No Court of law has decided that the leases were void, voidable, or improperly obtained. It is only the slander of an unauthorized Commission that has raised the story. I have never been able to obtain an open inquiry into the case; the inquiry recommended by the 1908 Committee, I repeat again, was blocked by Dr. Findlay. Sir Joseph Ward informed me and the solicitor that was with me some twenty months later that he was not in accord with Dr. Findlay's refusal of the inquiry. The inquiry now before the Native Affairs Committee, let it be remembered, is not on my behalf nor at my request: I am only a witness. But I submit this memorandum in view of the day when an open and independent inquiry may be obtained, when those inquiring shall not be interested parties, and Government influences shall be barred. JOSHUA JONES.

No. 101.

49 Majoribanks Street, Wellington, 26th August, 1911.

To the Chairman, Native Affairs Committee, House of Representatives, Wellington.

Mokau Land Case.

THE Committee are aware that at present I am only a witness in the premises, merely to answer questions, and although largely interested in the inquiry I have not the right to submit evidence of my own position or claims. What recommendations have been made by the two Committees of 1908 and 1910 have been entirely ignored by the Government. I therefore beg leave to request that I have leave to appear as a principal in the inquiry, and place my own facts, through counsel, for consideration of the Committee. My attendance by this course will, I believe, be of assistance to the Committee as well as secure a measure of justice to myself. I submit there can be no legitimate reason why this request should not be granted, and would mention that at the A to L Committee of 1910—where neither the claim or assumed right to be heard existed, as in this instance—the Natives and the alleged purchaser of the leases were permitted without leave or consultation of me, whose petition only was being considered, to both appear and with counsel apply that the Committee would recommend the Government to issue an Order in Council enabling the alleged purchaser of the leases to obtain the freehold of the estate without competition or the expenditure of a farthing, or the performance of any public service entitling him to such consideration from the State, which request was granted and acquiesced in without hesitation by the Committee.

I should be glad of an early reply in order to prepare for the inquiry. JOSHUA JONES.

No. 102.

SIR,— Wellington, 28th August, 1911.

I have the honour to request that you will kindly return to me at the earliest possible moment the copy of the evidence forwarded to you for signature on Friday last, the 25th instant.

I have, &c.,
H. W. HARRIS,
Clerk of the Native Affairs Committee.

Joshua Jones, Esq., 49 Majoribanks Street, Wellington.

No. 103.

29th August, 1911.

GENTLEMEN,— *Mokau Land Case.*

Upon being requested this morning by the Clerk, Mr. Harris, to sign the evidence given by me a few days ago, I intimated to him that I would prefer to delay signing the same until the matter had been again referred to the Committee, for the reason that an important omission has been made therein that I considered should be supplied and inserted. I informed the Committee on the hearing that the Chairman, Mr. Jennings, was the agent of the people who had defrauded me, and that he had no right to be in the chair; that the Committee should put a stop to it—*i.e.*, his being in the chair and improperly interfering with the evidence. The newspaper reports state that the Chairman absolutely denied the allegation, and asked the Press—in justice to himself—not to give it publicity. I ask that this circumstance be placed on the record.

Yours, &c.,
JOSHUA JONES.

To the Committee on Native Affairs, House of Representatives, Wellington.

No. 104.

Wellington, 9th September, 1911.

GENTLEMEN,— *Mokau Land Inquiry.*

On the 26th August I addressed a note to the Chairman asking permission of the Committee to appear as a principal in the proceedings and submit my facts through counsel for your consideration, and naming a precedent in this case for my application. I requested an early reply in order that I might be prepared by instructing counsel and producing papers, &c. I mentioned the matter informally to Sir James Carroll, who stated that probably I would be permitted to make a statement before the Committee, but that I would receive a reply to my note. The Chairman, however, has not seen fit to send me word or line. As this is the most important case of the kind that has ever occupied the attention of a colonial Legislature, I ask your early and earnest consideration.

Yours, &c.,

The Native Affairs Committee, House of Representatives. JOSHUA JONES.

No. 105.

Wellington, 12th September, 1911.

SIR,— Re *Parliamentary Paper No. G.-1, Mokau-Mohakatino Block.*

With reference to your letters dated the 26th August and 9th September, I have the honour to inform you that the Committee have decided that they cannot give you permission to appear as a principal or by counsel in connection with the above-named paper.

I have, &c.,

WM. T. JENNINGS,

Chairman of the Native Affairs Committee.

Joshua Jones, Esq., 49 Majoribanks Street, Wellington.

No. 106.

Wellington, 19th September, 1911.

MAY IT PLEASE THE HONOURABLE THE SPEAKER,—

I ask permission to submit to your notice a matter of injustice that I have no means of rectifying except by an appeal to yourself.

The Mokau case is now under investigation by the Native Affairs Committee, in so far as certain questions betwixt the Government and Mr. Massey, M.P., are concerned. I have, however, made the request of the Committee to be permitted to appear as a principal and tender evidence through counsel, upon the grounds that the Government has ignored the recommendations of two parliamentary Committees—one of 1908, the other in 1910—that the Government should set up inquiry in the premises; and, secondly, that in any dealings with the Mokau property my claims to equitable consideration should be clearly defined. This request has been refused; but there may be a possibility of my being allowed to make some statement in reference to the case, although I have as yet received no intimation to that effect.

In the event of my attendance before the Committee being permitted, I would inform Mr. Speaker that the Chairman, Mr. Jennings, has already endeavoured to materially prejudice the case in the House during the last and present sessions by making statements that I question, but have not had the opportunity of replying to, and that during the present sittings of the Committee he has put forward statements and questions that require explanations, and replies from me. He has been, and I believe still remains, the agent of the people in London and in this country who, I allege, and who the Committee of 1910 found, had defrauded me. I have mentioned some of the circumstances to the Committee by letter, and verbally, at one of the sittings, but Mr. Jennings remains in the chair.

Under such circumstances I have no alternative but to lay the matter before Mr. Speaker, with the request that he may see fit to intervene with the view of my getting a fair and impartial hearing. In support of this request I would ask attention to the evidence given by Mr. Jennings in this case before the A to L Committee, 1910, page 20 of the report on the Mokau lands petition, and to his statements in the House—*Hansard*, 1910, pages 648, 650, 1255, and *Hansard*, 1911, pages 184–86. I submit that his evidence before the Committee, likewise his statements in the House, are such that I should have the opportunity of answering in order to have a fair decision arrived at.

The Honourable the Speaker's most respectful servant,

JOSHUA JONES.

The Honourable Sir Arthur Guinness, K.C.M.G., M.P.,
Speaker of the House of Representatives.

No. 107.

SIR,— Auckland, 29th April, 1879.

I have the honour to acknowledge the receipt of your letter of the 26th instant on the subject of the arrangement made by you with the Natives for the lease of a block of land at Mokau, and to inform you in reply that, in accordance with the promise already made to you, the Government will not interfere with yourself and partner in the acquiring of a lease of the block of land on the south side Mokau River now under negotiation by you. This approval only extends to a leasehold transaction, and must not be deemed to cover a larger area than that already mentioned in previous correspondences.

This concession is made in recognition of the many important services rendered by you and your partner in aiding in the opening-up of the Mokau River for settlement and inducing the Natives to allow and encourage European settlers amongst them.

All assistance which the Government can lawfully render will be given to you in respect of survey and investigation of title.

I have, &c.,

Joshua Jones, Esq., Victoria Hotel, Auckland. JOHN SHEEHAN.

No. 108.

New Plymouth, 19th May, 1885.

To the Chairman, Public Petitions Committee, Wellington, 1885.

Re *Mr. Joshua Jones and Mokau.*

I BEG leave to state that in January, 1876, when I was Superintendent of the Province of Taranaki. Mr. Joshua Jones called upon me with the desire that I would aid him in opening the Mokau country for the purpose of developing its mineral and pastoral resources. I thereupon entered into a conversation with him on that subject, and pointed out, as clearly as I could, the difficulties which at that time barred my interfering in the Mokau question. Having done so, I remarked to him that I considered the opening of the Mokau district, in a quiet and peaceful way, would be one of the greatest boons which could be conferred on this part of New Zealand; that I should be delighted to hear of its being done, as, I have no doubt, would the General Government also. Mr. Jones told me then that he thought he saw his way to attain this much-desired object, when I further remarked, "If you do, you will be deserving of the consideration and thanks of all who really desire the well-being of the Natives and the prosperity of this part of the colony."

FRED. A. CARRINGTON,
Late Superintendent of Taranaki.

No. 109.

Wellington 7th, November, 1908.

DEAR SIR,— *Mokau Lands Petitions.*

You informed me yesterday that you had received a visit on the 5th from Mr. Dalziell, of the firm of Findlay and Dalziell, who informed you that in consequence of the Hon. J. Rigg, M.L.C., having written a letter during the present week to the Premier wherein he recited the report and resolution of the Legislative Council of 9th October last, dealing with my petition, and intimating that as the letter of the honourable gentleman did not disclose the "benefits" supposed to accrue to me under a draft agreement mentioned, the Government had concluded to disregard the recommendation of the Legislative Council in so far as affording me any relief was concerned, but would send the matter on to be dealt with by Sir Robert Stout's Native Lands Commission. You also stated, I believe on Dalziell's *ipse dixit*, that the Hon. Mr. Rigg in writing to the Premier was only "making use" of me in the endeavour to injure the Attorney-General, with whom he was not on friendly terms. You further directed me that I had now—as the Government would render no relief, consequent upon the said letter—better proceed to negotiate with Herrman Lewis (one of those interested in this extortion) as you could do nothing more in the premises. In reply, I say (1) I understood that the Committee intended that the inquiry by Royal Commission should be level-handed and not cumbered with any conditions for or against any side; but I was informed by Mr. Treadwell—who could not possibly have concocted the story—that the Government did not intend to adopt the report of the Committee, neither to appoint a Royal Commission or protect the property from being further dealt with; but that if I choose to agree to certain terms—dictated I understand by the Attorney-General, or the firm of Findlay and Dalziell, acting for Herrman Lewis, and in connection with Travers-Campbell for Flowers' executors—involving the payment of £25,000, and possible loss of the proceeds of sale of 50,000 acres of surface land to the benefit of Herrman Lewis, the Government would facilitate matters, and I should receive the "promise" of two small pieces of freehold (marked on plan) about a tenth part of the entire property, and "promise" of freehold of the minerals on the whole block—quantity unknown. This arrangement came to nothing, and was terminated on 31st October last, when Dalziell informed you that Lewis wanted £11,000, and would not take the £5,000 stipulated. Mr. Rigg did not write to the Premier until last Tuesday, therefore he could not discolse the proposed "benefits" in his letter of a business that had not consummated. Assuming, however, that the terms were in existence when Mr. Rigg wrote, how, I ask, does the inadvertence to state the "benefits" justify the Attorney-General in now assuming a hostile attitude, with threats to my injury? (2.) The Premier in the lower House and the Attorney-General in the Council (*Hansard*) replied to members, "Let Mr. Jones come by petition and have his case investigated by the people's representatives: Jones came by petition as directed, and now he is told by the very man who should hold the scales fairly, that effect will not in any case be given to the report of the Committee, and extraordinary alternatives in the interests of clients of Findlay and Dalziell's were put before him by that firm. (3.) In sending the case to Sir Robert Stout, I have no doubt but what Dr. Findlay is fully aware that he was President of the Appeal Court in July last, and of all that transpired in the case of Herrman Lewis *v.* Jones. Yet the same Judge is selected in the form of a Commissioner to again adjudicate. (4.) The intimation that Mr. Rigg was "making use" of me to damage Dr. Findlay by writing to the Premier is absolutely untrue. In justice to that gentleman I should state that in consequence of the demand made on you by Dalziell on 31st October—raising the claim from £19,000 to £25,000—I applied to Mr. Rigg, the presenter of my petition, to assist me in resenting such extortion. He willingly looked into the matter and said he would write to the Attorney-General; but I took the liberty of suggesting that he write to the Premier as holding the more responsible position. This is exactly how it occurred. I do not believe that there was an iota of the feeling indicated by you in the mind of Mr. Rigg. His sole desire was to assist me in the quickest way possible. I do not hesitate to say that if Dr. Findlay had carried out, or indicated that he would carry out, the wishes of the Committee there would have been no need for me to trouble Mr. Rigg at all, and might have saved future possible complications.

Yours, &c.,

Mr. Treadwell. JOSHUA JONES.

P.S.—Herrman Lewis informed me that he and his friends engaged this firm of solicitors specially for this case. Doubtless they thought the game to be worth the candle.—J.J.

Approximate Cost of Paper.—Preparation not given) printing (1,500 copies, including maps), £215.

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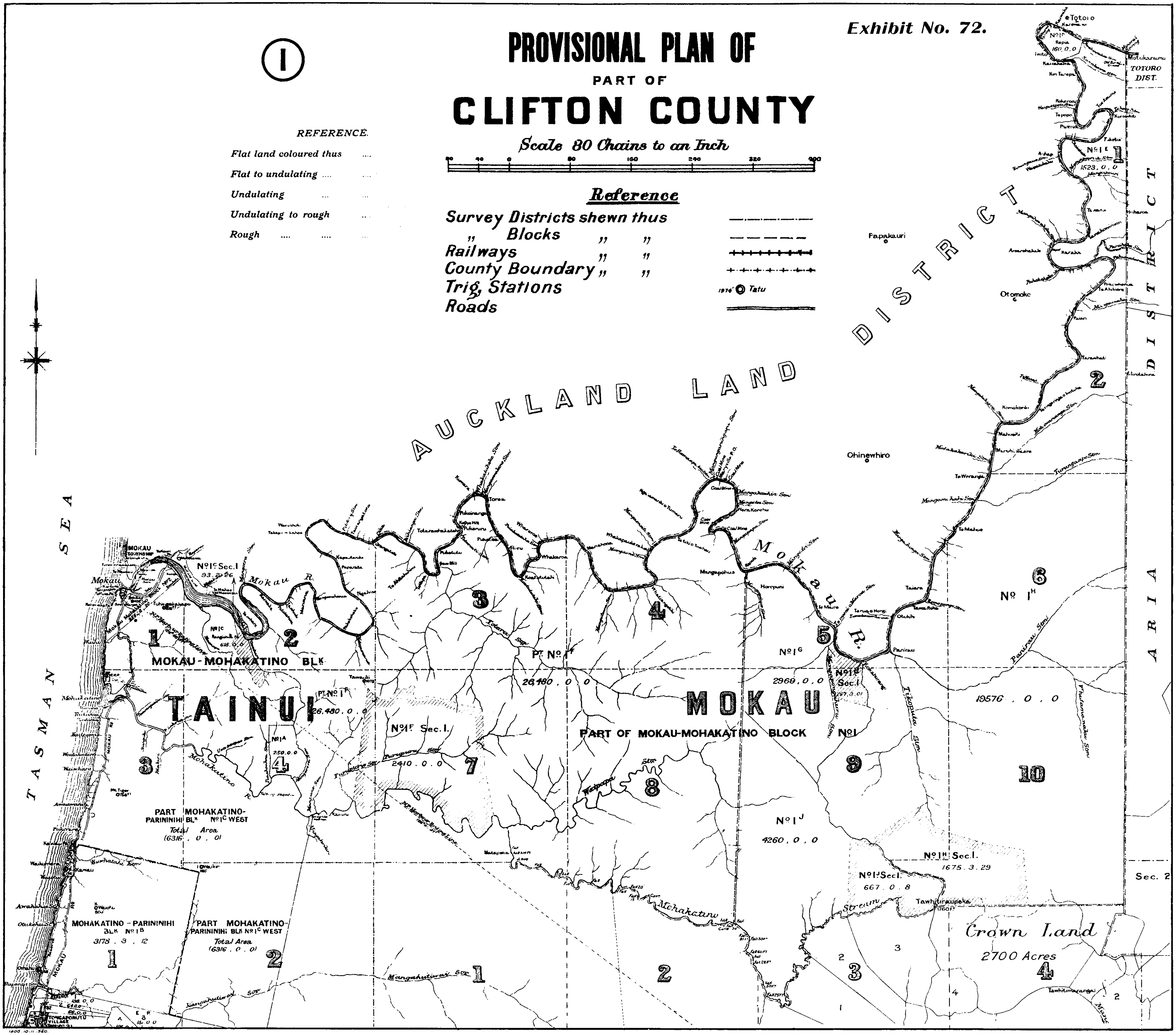
Price 5s.



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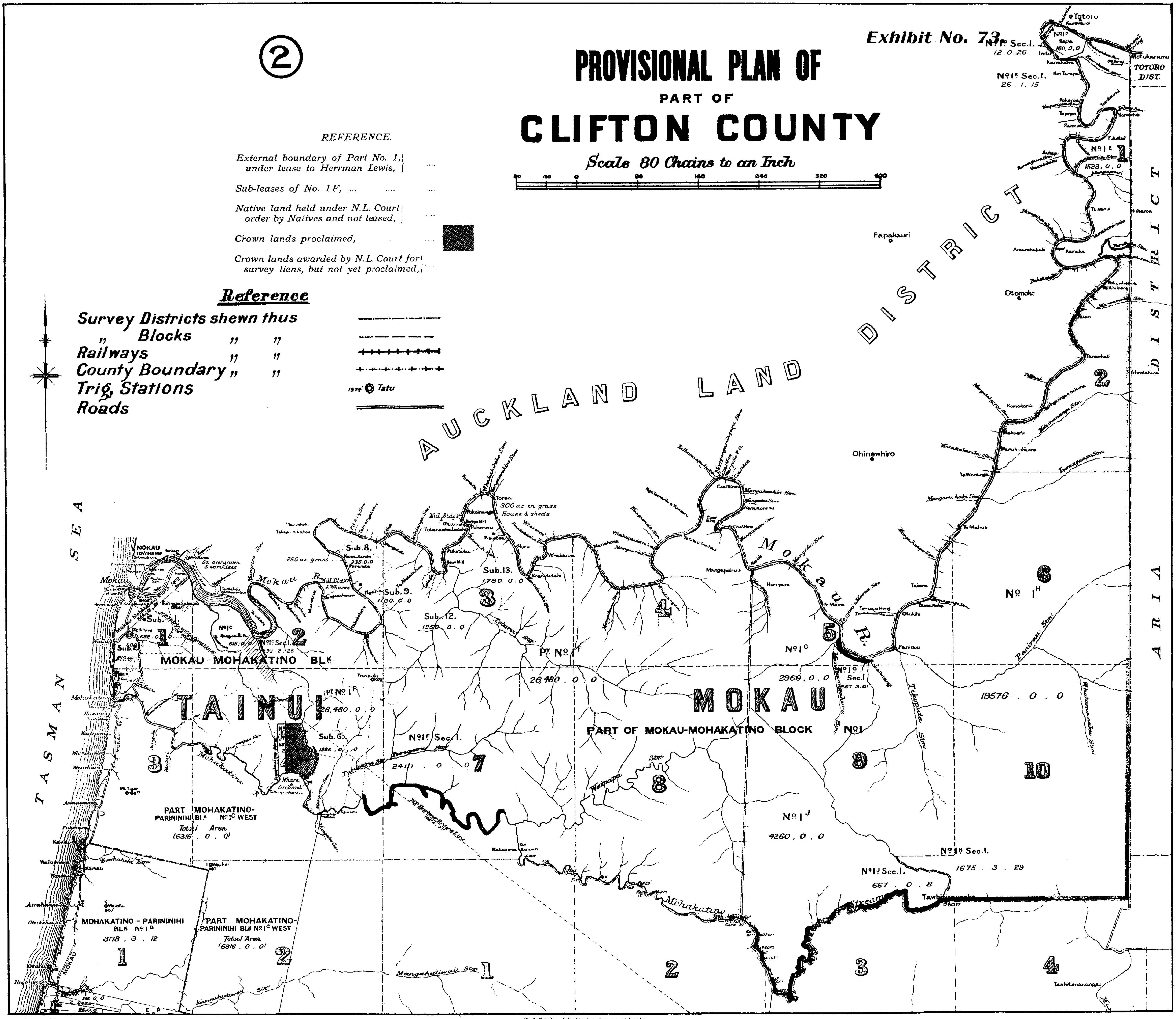
②
Exhibit No. 73.
PROVISIONAL PLAN OF
PART OF
CLIFTON COUNTY
Scale 80 Chains to an Inch
REFERENCE.
External boundary of Part No. 1, under lease to Herrman Lewis,
Sub-leases of No. 1F,
Native land held under N.L. Court order by Natives and not leased,
Crown lands proclaimed,
Crown lands awarded by N.L. Court for survey liens, but not yet proclaimed,
Reference
Survey Districts shewn thus
Blocks
Railways
County Boundary
Trig. Stations
Roads
Tatu
AUCKLAND LAND DISTRICT
ARIA DISTRICT
TOTORO DIST.
TASMAN SEA
TAINUI
MOKAU
MOKAU-MOHAKATINO BLK
PART OF MOKAU-MOHAKATINO BLOCK
Mokau R.
Mohakatino R.
Pt. No. 1F
26,480 . 0 . 0
No. 1F Sec. 1.
2410 . 0 . 0
Sub. 8.
Sub. 9.
Sub. 12.
Sub. 13.
1790 . 0 . 0
Sub. 6.
No. 1G
2969 . 0 . 0
No. 1H
19576 . 0 . 0
No. 1J
4260 . 0 . 0
No. 1H Sec. I.
1675 . 3 . 29
No. 1J Sec. I.
667 . 0 . 8
No. 1E
1523 . 0 . 0
No. 1F Sec. I.
26 . 1 . 15
Fapakauri
Otomoko
Ohinewhiro
Totoro
300 ac in grass House & sheds
250 ac grass
Whare Orchard
PART MOHAKATINO-PARININIHI BLK No. 1C WEST
Total Area (6316 . 0 . 0)
MOHAKATINO - PARININIHI BLK No. 1B
3178 . 3 . 12
PART MOHAKATINO-PARININIHI BLK No. 1C WEST
Total Area (6316 . 0 . 0)
Mangahutiwai Stm
Tawhitimarangai

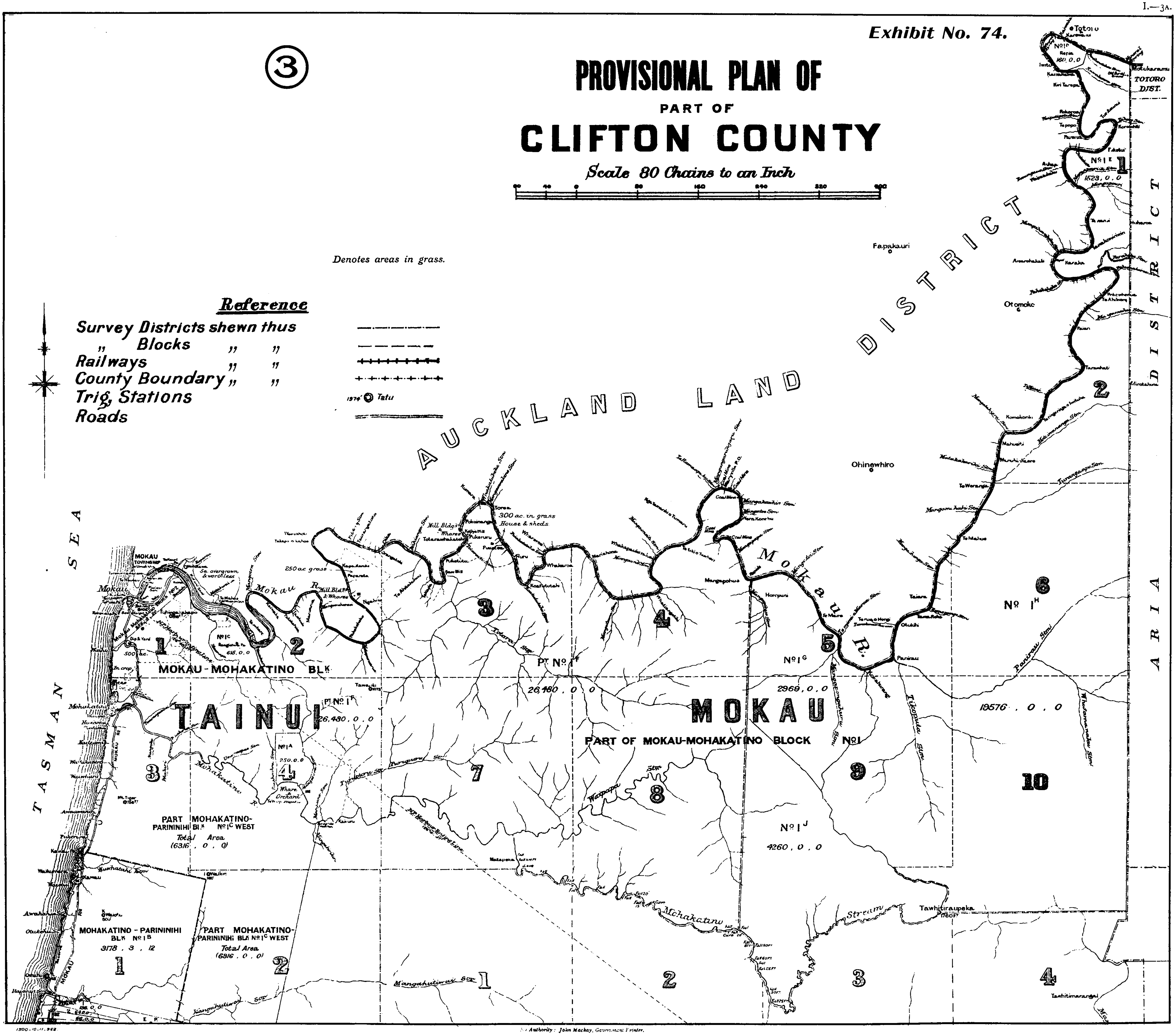

Exhibit No. 74.
3
PROVISIONAL PLAN OF
PART OF
CLIFTON COUNTY
Scale 80 Chains to an Inch
Denotes areas in grass.
Reference
Survey Districts shewn thus
" Blocks " "
Railways " "
County Boundary " "
Trig. Stations
Roads
AUCKLAND LAND DISTRICT
ARIA DISTRICT
TASMAN SEA
TOTORO DIST.
TAINUI
MOKAU
MOKAU-MOHAKATINO BLK
PART OF MOKAU-MOHAKATINO BLOCK No1
PART MOHAKATINO-PARINIHI BLK No1C WEST
Total Area (6316 . 0 . 0)
MOHAKATINO - PARININIHI BLK No1B
3178 . 3 . 12
Pt No1F
26,480 . 0 . 0
No1G
2969 . 0 . 0
No1H
19576 . 0 . 0
No1J
4260 . 0 . 0
No1E
1523 . 0 . 0
No1A
250 . 0 . 0
No1C
615 . 0 . 0
300 ac. in grass House & sheds
250 ac grass
Mokau R.
Mohakatino
Mangahutiwai Str
Otomoke
Ohinewhiro
Fapakauri
Tawhitiraupeka

Exhibit No. 89.

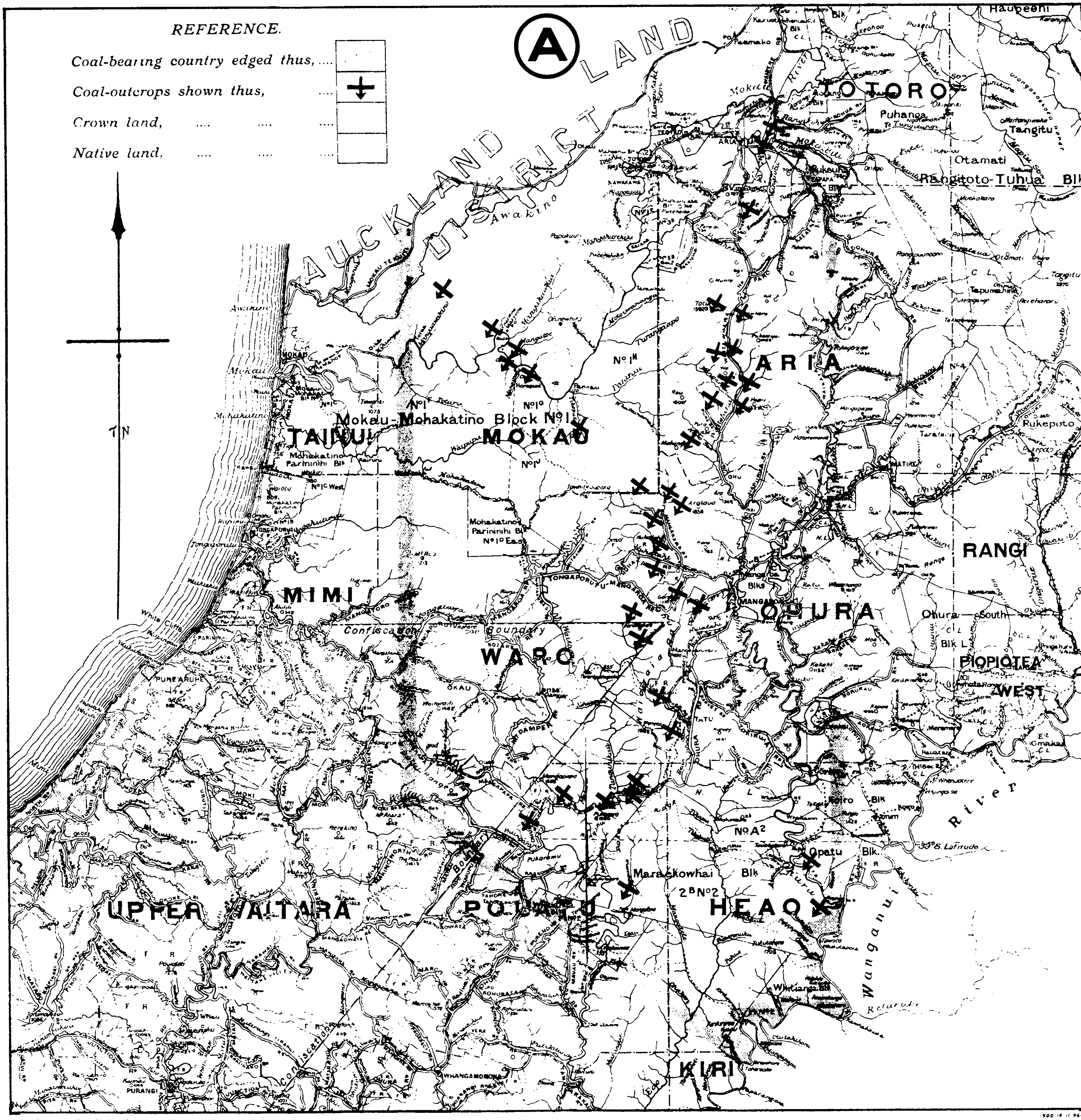

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Exhibit No. 90.

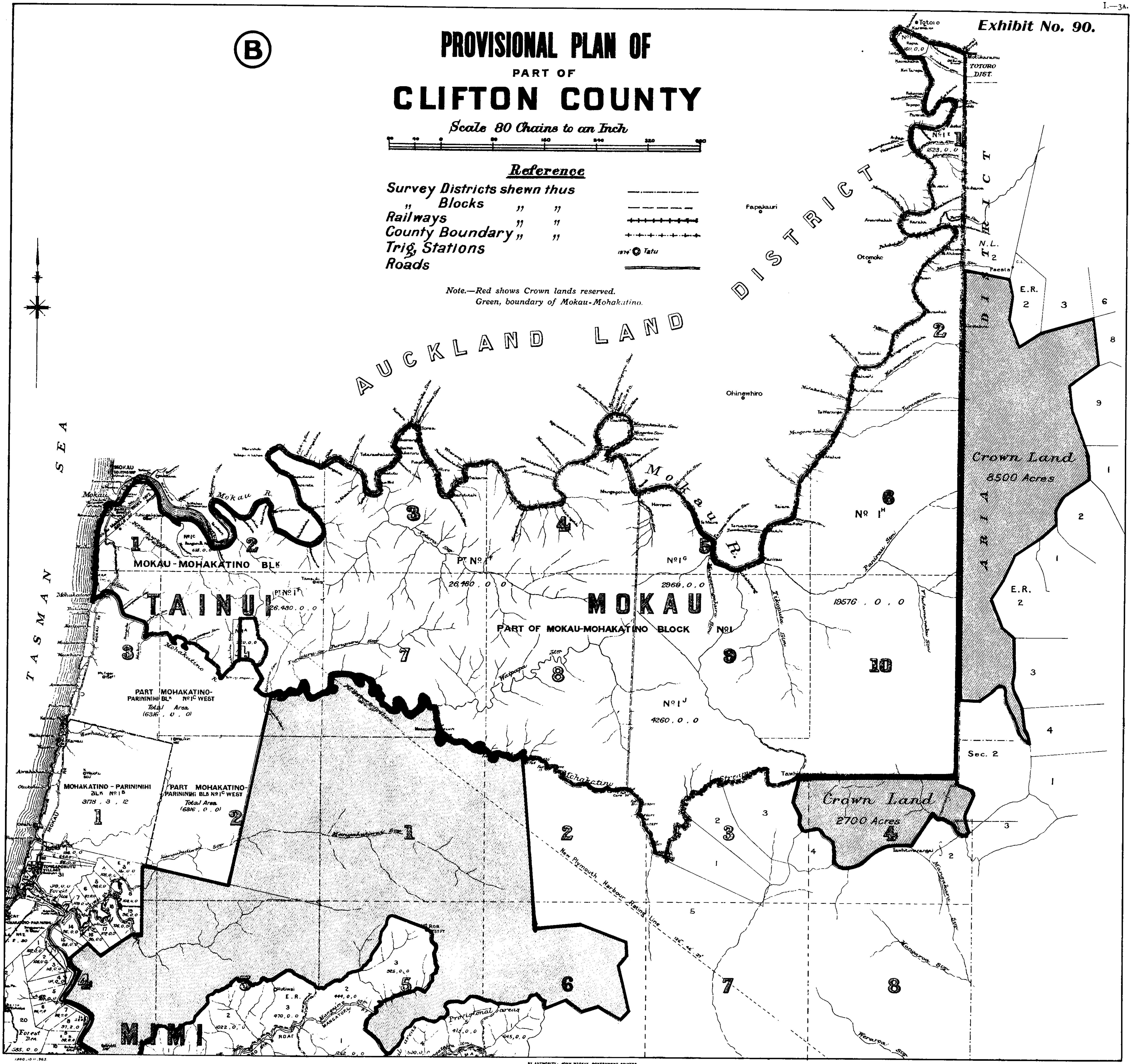

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Exhibit No. 93A.

NOTE.—Alternative lines explored shown thus, ... ▬ ▬ ▬

SCALE OF MILES.

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