

REPORTS.

INTERIM REPORT.

THE above-named Committee, to whom was referred the petition of Mr. Joshua Jones, has the honour to report as follows:—

1. That the meetings of the Committee be open to the Press.
2. That the Government provide fees for counsel for Mr. Jones.
3. That the Government should be represented by counsel.

2nd October, 1912.

JOHN RIGG, Chairman.

REPORT.

The Joint Committee to whom was referred the petition of Joshua Jones, of Mokau, with an order to report in regard thereto whether the petitioner has suffered loss of any right conferred upon him by statute or under the provisions of any deed or deeds of lease by reason of any amendment of the statute law of New Zealand, or of any matter or thing done or omitted by the Government of New Zealand, have the honour to report that they have considered the said petition and taken evidence thereon. They find—

1. That in or about the year 1877 the petitioner rendered valuable service to the Government of the colony in assisting to bring about negotiations with the Natives of the King-country and the establishment of permanent peace.

2. That in consideration of the services so rendered by the petitioner he was assured by the Government of its support in negotiating for the lease of a large block of land on the south bank of the Mokau River.

3. That the petitioner's transactions with the Natives in acquiring a lease of the said land were those of a straightforward and honourable man.

4. That the rent agreed to be paid to the Natives under the said lease was a fair rent for the land at that time.

5. That the petitioner encountered difficulties in completing his leasehold title owing to the passing of the Native Land Alienation Restriction Act, 1884; but these difficulties were removed by the Special Powers and Contracts Act, 1885.

6. That the Native Land Administration Act, 1886, being held to apply to the petitioner's dealings, difficulties again arose in the completion of the said leasehold title.

7. That in consequence of the difficulties mentioned in the last preceeding paragraph the petitioner approached the then Government, and a Royal Commission was set up in the year 1888 to inquire into the petitioner's position, and the said Royal Commission reported on the 20th day of August, 1888 "That (*inter alia*) the said Joshua Jones has undoubtedly suffered serious loss and injury through inability to make good his title, but we are unable to form any pecuniary estimate thereof."

8. That pursuant to the said report the petitioner approached Parliament claiming compensation and other relief.

9. That in 1888 the Mokau-Mohakatino Act, 1888, was passed, removing the difficulties standing in the way of the completion of the petitioner's leasehold title, and the petitioner thereupon informed the then Government that, being satisfied with the said Act, he would abandon any claim for compensation for loss and injury suffered by him up to that date.

10. That the petitioner proceeded to England in 1892 for the purpose of raising capital to work the minerals in the said leasehold property, and there engaged the services of one Wickham Flower as his solicitor.

11. That prior to the petitioner leaving New Zealand he had given a mortgage over the said property, and, being unable to comply with the terms of the said mortgage, the property was put up for sale by auction by the mortgagee at New Plymouth on the 8th day of April, 1893, and bought in by the said Wickham Flower for £7,652.

12. That the petitioner believed that the said Wickham Flower was buying in the said property as his agent; but the said Wickham Flower claimed to have bought the property for himself absolutely.

13. That the conduct of the said Wickham Flower was investigated by the Incorporated Law Society of England, by the Divisional Court and by the Full Court (England), and he was held to have been guilty of misfeasance, and that the effect of these descisions was that the said Wickham Flower was held to be the sole trustee of the petitioner.

14. That in 1904 the petitioner brought an action in the King's Bench against Flower and others, for slander of title, and on or about the 27th day of July, 1904, a compromise was made by which, *inter alia*, it was agreed that the defendants were to surrender all claims to ownership of the property to the petitioner on payment to them by him within two years of the sum of £17,000, or failing such payment in giving to them a mortgage for that sum registrable under the Land Transfer Act.

15. That the said Wickham Flower died in September, 1904.

16. That the petitioner was unable to pay the said sum of £17,000 within the specified time, and an extension of six months was granted in consideration of an extra £500 being added to the £17,000, the petitioner giving security by way of mortgage for the total sum of £17,500.