

MINUTES OF EVIDENCE.

TUESDAY, 8TH OCTOBER, 1912.

JOSHUA JONES sworn and examined. (No. 1.)

Witness: Shortly, I will inform the Committee what I want, and then I shall ask the Committee to recommend—(1.) A special Act of Parliament, empowering the trial of action, upon the grounds that the English Court, with full knowledge of the New Zealand law, made an order, on the 1st November, 1907, for the trial to be heard, on the merits, but doubted the jurisdiction being in England; whereas the New Zealand Court of five Judges, on the 20th July, 1908, on precisely the same evidence as was before the English Court, except that of the dummy transfer of the property to Herrman Lewis, which was not material to the issue, threw the case out on the merits, and would not allow the action to be tried, nor give leave to appeal to the Privy Council. And also, on the 1st June, 1911, the Court (Stout, C.J.) refused leave, upon the question of jurisdiction, to enter the action here, but gave leave to appeal to the Privy Council, which leave the petitioner has not the means to prosecute. Petitioner states that the executors of Flower's estate, who he alleges were trustees of his interests, obtained what title they possessed in New Zealand, and he has been advised that his right of action lies where the property is situated. (2.) That the Government may arrange to take over the property from those in possession and then arrange to compensate the petitioner, either in land and minerals, as had been agreed in 1910, or in money value. (3.) That, as the present holders of the property only paid for the surface land and at surface valuation, and did not pay for the minerals, although the same are included in the Crown grant, the minerals should be valued either in fee or by royalties and the values paid to the petitioner or to the State, as may be arranged. Such values to extend over other lands held by the same parties on the north bank, Mokau River. (4.) That the petitioner's private statutes of 1885–1888, improperly repealed in 1907, be re-enacted as though they had not been repealed, and all dealings with the other portions of the land consequent upon such repeal be rendered void, or else compensation paid to petitioner. (Note: The late Premier, Sir Joseph Ward, promised in 1908 and 1909 to have these statutes re-enacted, but he did not do so.) (5.) That the Stout-Palmer Report of 1909 upon these lands be removed from the blue-books. This report has, upon the advice of leading counsel, been held by a parliamentary Committee of 1911 to be an illegal production. (Note: The Premier, Sir Joseph Ward, was warned of the illegality of this report in 1909, before it became bound up in the blue-books, and requested to remove it from the table of the House, but he did not do so.) (6.) Scope of the order of reference to be enlarged so as to include the actions of Flower, his executors, and those holding or claiming from them. I do not think it would be prudent to delay the Committee by going back to the years 1875–76. A Committee was set up in 1885 to go into this matter, and Parliament gave me a statute then to remedy certain things that had been done by the restriction Act. The statute is called the Special Powers and Contracts Act, 1885—section 17, first column, and section 17, second column. The restriction Act of 1883 prevented my operations. After the Act of 1885 was passed another statute appeared, and I came down to Parliament again, when Parliament kindly gave me statute No. 7, a local and personal Act, of 1888. The are both private statutes; but while I was in England in 1907 these statutes were repealed. I afterwards went to Sir Joseph Ward in company with Mr. Jennings, when Sir Joseph Ward said it was a mistake to repeal these statutes—that there was no power to repeal private statutes. Sir Joseph said, "I will have them re-enacted for you," but he did not do so. I suppose he was too busy at the time to do so. I asked him again in 1909, when he said, "I forgot to do it last session—I will do it this session"; but it was not done. The fact of these statutes being repealed gave great powers to those in possession of the property now to carry on their transactions. Further, there are some portions of the land not in this dispute. [Areas pointed out on map put in.] There is No. 2 Block, 1,525 acres, and another bit which altogether is a couple of thousand acres. That land is not in this difficulty at all. The repeal of these statutes has allowed other people to come in and grab this land. I drew the attention of the Prime Minister and Sir James Carroll to it. Sir James Carroll this year (1912) said he could afford me a remedy by calling the attention of the Land Board to it, but he did not do it.

1. *The Chairman.* Is that Native land?—Yes. Every bit of this area in the map is in the Proclamation. Section 17 in the second column, schedule of the Special Powers and Contracts Act, 1885, says the Governor "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 springs 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, but so only that the said Joshua Jones shall be entitled to complete the negotiations entered into by him with the Native owners of the said land for a lease thereof for the term of fifty-six years, and that the said lease is or may be validly made for the said longer term." [Exhibits C and D.] With regard to these boundaries, I would ask the Committee to understand that in 1888 the King Natives—the Maniapoto Tribe—were met by Sir George Grey and Mr. John Sheehan. Wetera was the head chief of the Maniapoto, and was the man always looked upon as the man of the tribe. He said he wanted to get this piece of land for Jones; "he has paid the cost to the Native Land Court; we have plenty of lands all round, and my people would like to give that to him." Mr. Sheehan