

apprehension—it was one very prevalent at that time—that the Act was to shut up every dealing with purely Native land; and it did do so, no doubt, subject, at least, to one exception. But there was a principle involved, which appealed to him when he came to look into the matter, to govern this. In consequence of being asked to see Mr. Jones, with his solicitor Mr. Gully, he had to consider the matter, and it appeared to him that the misapprehension was upon a very simple rule of law, which was that where an Act of Parliament had dealt with one particular special case, making arrangements with regard to it, any law subsequently passed in general terms relating to the whole country did not repeal that Act unless it was specially repealed by the general Act.” They kept Parliament sitting a day longer than had been intended in order to get the Bill passed, and as I thought the Government was acting kindly towards me I did not put in any claim. I will put in Sir Frederick Whitaker’s opinion. [Exhibit H.] Upon the strength of that statute I felt secure, but after it was passed there was a dispute with some of my Natives unknown to the head chief, who was away at the time. In 1882 I obtained a lease from the Natives. That lease contained working conditions in the formation of a company, and an annual expenditure for working the minerals of £3,000 upon half the block. I had to form a company of £30,000. I did that. I went over to Adelaide, where I had lived most of my life, and some people came over with me bringing a draft; but instead of £30,000 they brought £40,000. They were going to work the coal. But in every Native settlement there is a pakeha-Maori ready to put the Natives up to mischief. They were put up to pull down my fences and throw the coal into the river. The people I brought from Australia I think saw Mr. John Bryce and went back. They said they could not embark their capital here, and away they went.

3. *Hon. Mr. Anstey.*] What date was that?—1887. The groundwork of the lease was in 1882.

4. What date was this dispute with the Natives?—It must have been about 1884 or 1885.

5. Before you went to Adelaide or afterwards?—When I came back and the people came with me.

6. In 1885?—Yes. After this the head chief came to me and said, “We don’t want any misunderstanding with you. My people have done this without the consent of the head chiefs. Instead of a company will you give us an annual rental for the whole block?” Wetere and Apia were there, and Apia was a very clever man. I said, “I would rather work the property for minerals, but I shall have a difficulty, because they have gone back and will not put their money into it.” I said to Apia, “I will give you £125 per annum for the front half and £100 for the eastern side.” That was to be instead of the company. [Position pointed out on the map.] That was £225. It was exactly double—£450—for the last half of the lease—and to hold them free from rates and taxes for the whole term of the lease. Everybody, Natives and all, thought they were very good terms.

7. Did you complete that negotiation in 1887?—Yes. Here is the Maori writing, dated 1st March, 1887. It is addressed to Judge Wilson: “The money for Mr. Jones’s lease, Mangapohue to Heads, is £125. The old negotiations have been abandoned. Do you insert this in your document, and reply so that I may know. Ended. From Wetere Te Rerenga.” The gentleman who interpreted the deed came down this morning, but has gone away. [Exhibit I put in.] Judge Wilson was a very austere man, and he said if we were to get £250, with no rates and taxes, he thought the terms were very fair.

8. *Mr. Bell.*] There were no rates and taxes then, were there?—The lease goes on for fifty-six years, and we thought there would be rates and taxes afterwards. The Maoris thought the property might slide away, and they have never paid rates and taxes, and have been getting their rentals. It took me a couple of years after the passing of this statute to get these leases back. [Places pointed out on the map.] After the passing of the Act I went over to New South Wales, as I knew some people there in the coal line. But at that time there was a great dearth of capital there and in New Zealand, and a great number of banks in Australia went smash.

9. When was that?—1892, and it went into 1893. I saw some relations there, who said I would do nothing, and I went to England, landing in London on the 17th January, 1893. Particulars of the property in 1890 and 1892 had been sent Home to London by a solicitor named Travers, practising in Wellington. I got to London afterwards. He recommended the property to a firm of London solicitors named Flower and Nussey, and said it was worth from £70,000 to £80,000, if not more. It is necessary to mention this now, in consequence of subsequent events; that when I landed in London I went straight to the office of Messrs. Flower and Nussey, at No. 1 Great Winchester Street. I landed on a Saturday, and on Sunday I saw Sir Julius Vogel. I asked him if he could do anything about the matter, and he said he could do nothing. I saw the senior partner of the firm, Mr. Wickham Flower, who said, “We know all about the property, and have every confidence in Mr. Travers. Here are his letters, and here are the plans of the property.” I said, “Yes, those are the plans, and this is my handwriting.” He said, “Who can identify you in London?” and I said, “Sir Westby Perceval.” He undertook to finance certain liabilities on the property and to use his best endeavours to form a company. He was to get £1,050 as a bonus for his services. But he did not find the money. He lent me a small amount through a banker named Hopkinson. A man named John Plimmer, who held a mortgage in New Zealand, put the property up for sale on the 8th April, 1893, in default of payment—as they called it—of £7,652. This man, Mr. Flower, would not lend it to me, and Mr. Flower said, “I will buy the property in my name, and I will give you a document under which you can take back the property when we can form a company.” The property was put up for sale at New Plymouth, and was knocked down at £7,652. I want to be clear about this money. There was very little of it went into my pocket. There was one item of £500 to John Plimmer for an advance of £2,000. Another item was a hundred guineas to Mr. Quick for recommending Mr. John Plimmer, his own client, to make the advance.