note by the documents that the firm of Findlay and Dalziell are solicitors for Mr. Herrman Lewis in this business, and are also acting in connection with Messrs. Travers-Campbell, solicitors for the executors of the late Wickham Flower, in common interests.

It is stipulated amongst other things in the proposed agreement that the surface lands—excepting two small reserves for myself—shall be dealt with and sold in areas under the Maori land laws, the fee-simple of the minerals to be awarded to me, and that after paying necessary cost of purchase of freehold, surveys, &c., the balance shall be devoted (1) either *in toto* to Herrman Lewis or in payment to him of £5,000*, at the discretion of arbitrators to be nominated; (2) that £14,000, with interest, shall be paid to the executors of the said Wickham Flower. It must be noted that the moneys payable to Herrman Lewis, whether being the proceeds of the whole area, less the two mentioned reserves or the mentioned said £5,000*, are not in return for value received, services performed, or the expenditure of any moneys in connection with this property, but for the simple and only reason that the executors have gone through a form of sale of the property for no consideration to him—which sale he states to me is not enforceable—to answer some ends of their own; and it will be further noted with respect to the £14,000 that this has to be paid without my being allowed to enter contra accounts or claims. I have strongly impressed upon Mr. Treadwell my objections to such terms, but in reply he informs me that his information is that unless I accept them the Government will do nothing in the form of giving effect to the unanimously adopted report of the Legislative Council's Select Committee; therefore if I have to submit it will of necessity be under this compulsion. It must be remembered that, as set forth in my petition and fully proven before a Royal Commission in 1888, the Government and its officers were the primary cause of all my troubles. I further understand from Mr. Treadwell that the present Government does not intend to protect the property from further dealings, as recommended in the report.

Will you please reply as to whether the foregoing is a correct version, or am I under any misapprehension? It is quite true, as has been argued, that according to the decision of the Appeal Court of the 20th July last I have no rights, but I do not accept that view; neither, I believe, does the Parliament of this country. I hold that I have equitable rights that may be made valid.

Yours, &c.,

Messrs. Stafford and Treadwell. JOSHUA JONES.

Panama Street, Wellington, 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. The 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, &c.,

To Joshua Jones, Esq. STAFFORD AND TREADWELL.

NOTE.—The £5,000 in the draft agreement was increased to £11,000.

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*Altered to £11,000.