

Panama Street, Wellington, New Zealand, 31st March, 1908.

You are hereby authorized to negotiate for the sale to the Government of the Mokau Estate on the basis of a valuation.

Messrs. Stafford and Treadwell, Wellington.

JOSHUA JONES.

From Wellington *Evening Post*, 26th March, 1908.

REPRESENTATIONS are being made to the Government by Mr. Jennings, M.P., in favour of the State purchasing the "Mokau Jones" estate, which has been so frequently in public prominence for many years past. The estate contains about 74,000 acres, said to be rich in coal and timber, and a great deal of it is good stock-carrying country, and its present idle condition renders it a bar to the progress of North Taranaki and South Auckland.

From Waitara *Mail*, 27th March, 1908.

MOKAU ESTATE.

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(Special to *Mail*).

Wellington, 27th March.

The "Mokau" Jones property being acquired by the Government for settlement purposes was considered by the Hon. T. Kennedy Macdonald, Mr. Jennings, M.P., and Mr. Jones yesterday in Wellington. Owing to the absence of the Hon. Mr. McNab from Wellington the matter was postponed.

EXHIBIT KKK.

MEMORANDUM to the Native owners of Mokau-Mohakatino No. 1E Block, who may sign a lease of the said block to the undersigned, Joshua Jones: Be it understood and agreed on the part of the said Joshua Jones—(1) That the owners who may sign and execute a lease to him, the said Joshua Jones, shall not be called upon to pay any portion of the cost of survey of the said block to the Crown or to any one else; and (2) that any cattle now running upon the said block shall not be interfered with by the lessee nor any one acting under the lease, and the same may be removed by the Native owners at any time, and that at any future time due notice to remove the cattle will be given when the land becomes occupied and no charges made for pasture until that time.

Mokau, 28th June, 1889.

JOSHUA JONES.

EXHIBIT MMM.

Re MOKAU ESTATE: OPINION.

I HAVE considered the case submitted to me, and I am of opinion that Mr. Jones's real and only actionable complaint is that after the execution of the mortgage of 1906, and while the mortgage owing to an extension of time was current, and before default, the mortgagees (1) so slandered to Mr. Doyle and others both the title and particulars of the mortgagee's interests as to prevent a sale of those interests, or the mortgagor obtaining the means to discharge the mortgage debt, and that they did this as part of an unconscionable scheme to acquire the legal interest in the mortgaged property at a gross undervalue; and (2) that with the like motive they wrongfully confirmed certain trespassers in occupation of the lands, and themselves wrongfully entered into possession and receipt of the rents. That by these means the mortgagees in 1907 succeeded in acquiring in their own names an indefeasible title to the property under the New Zealand Land Transfer Act as the price of a sovereign over and above the principal and interest moneys then alleged to be owing under the mortgage security, and that in view of subsequent dealings with the property they, through the instrumentality of a dummy purchaser, placed the registered title in the name of Mr. Herrman Lewis, who was a creature of their own. Undoubtedly such an immoral and unconscionable transaction, if proved, will never be permitted to stand, and the Court of Chancery would certainly assume jurisdiction over mortgagees domiciled in England and give relief to Mr. Jones, notwithstanding that the action would necessarily involve questions relating to the possession of immovable property out of the jurisdiction. (See Mr. Justice Parker's judgment in *Deschamps v. Miller*—1908, 1 Ch. at p. 863). If, however, the mortgagor succeeded in obtaining in England a declaration in his favour it is quite clear that a second action would require to be brought in New Zealand upon the judgment before the declaration would bind lands in the Dominion. The Court might also find a difficulty in awarding compensation in respect of the acts of trespass committed in New Zealand, but this is a small matter and might possibly be dealt with under the usual inquiry regarding rents and profits properly chargeable against