

II.—*Fresh Blocks purchased, &c.*

Mr. Wilson's statement in this clause of his report are not altogether correct; but as it contains no charge of any kind, I shall refrain from making any further remarks upon it.

III. to VII.—To these clauses I apply the same remark as to clause II.

VIII.—*Opposition and Intrigues of Europeans, &c.*

Mr. Wilson, in a round-about way, makes a number of charges against certain private individuals whom he alleges have opposed him in nearly the whole of his land-purchase transactions, and goes on to say, "I have characterized the opposition as remarkable. . . . It is remarkable, also, in the unusual facilities and protection it has received from the Judge and District Officer separately and combined," &c.

The main portion of this statement is so utterly untrue, that it is difficult, knowing the whole case so well as I do, to confine myself within proper bounds in answering it. The charges against the Judge of the Native Land Court of the district will no doubt be answered by the gentleman filling that important office in such a way as to dispel the gross aspersions that have been aimed at his character.

The first charge made against myself in this clause is expressed in the following words: "While in unusual facilities and protection received, it is noticeable in the District Officer, Mr. Locke, having granted permission to execute surveys in favour of Europeans over extensive tracts of country at a time when he knew I was negotiating the same, and had paid considerable sums upon them."

A stranger reading this would naturally imagine it referred to a considerable portion of the 594,882 acres named by Mr. Wilson in his report, but such is not the case. Had it been so I am quite prepared to admit that my conduct would have been extremely reprehensible.

The fact is it refers to a block of land called the Waingaromia, which has since been divided into three blocks, Nos. 1, 2, and 3, containing in the aggregate 32,000 acres, and also to the Tuakau Block of 19,388 acres—in all 51,388 acres—and I defy Mr. Wilson to deny this. Further on in his report, when referring to Waingaromia and Tuakau, or Mr. Campbell's lease, he alludes to them as separate cases. In connection with this charge there is another regarding the meeting with Captain Read, which is based entirely on questions arising out of difficulties attending the settlement of surveys of these two blocks.

I attach copies of letters from Mr. Baker, Deputy-Inspector of Surveys, dated 24th March, 1875, in which it will be seen that Mr. Wilson approved of the course taken, also letters from Major Ropata and other chiefs in reference thereto, proving that the whole of this case had been settled some fifteen months since.

It is desirable, I think, to give some explanation of the difficulties attending the survey of these blocks.

The Waingaromia Block of 32,000 acres is situated at the back of the Poverty Bay District, bordering on the Aitangahauti or Tolaga Bay and Ngatiporou Native lands, and, as is frequently the case with lands so situated, rival parties laid claim to it. Mr. Wilson, who, I believe, has never seen the land, endeavoured to purchase it from one party, and Mr. Cooper, a settler in Poverty Bay, from another, both laying claim to having been first in the field. Both parties desired that the land should be surveyed, but neither faction of the Natives was willing to give way to the other. As District Officer, I inquired into the matter, and, although I had had an acquaintance with the Natives and lands of the district extending over a period of twelve years, I was unable to decide which party were the rightful owners. I then referred the matter to the Government, and received full authority for granting leave to both parties to survey their respective boundaries, on the understanding that, after the Deputy Inspector of Surveys had completed the plans so as to show clearly to the Court the position of the respective claims, the case should be brought before the Judge of the Native Land Court for his decision in the usual manner. This is being carried out; the case is now before the Court, but no judgment has yet been given. I attach a memorandum dated May, 1875, which explained the whole matter at that time.

The charge of my having brought Captain Read to Mr. Wilson, and asked him (Mr. Wilson) to give Captain Read money on the lands, refers entirely to this Waingaromia Block of 32,000 acres, which appears to have been made the groundwork of all Mr. Wilson's false accusations. Finding, after inquiry, as said before, that it was very doubtful to which party the property belonged, and that the dispute was becoming serious, I suggested to Mr. Wilson that, perhaps the Europeans interested in the purchase, if spoken to, and some compensation given them to recoup the bare expenses they had gone to, would withdraw, and an amicable arrangement might then be made with the opposing Natives. To this he acquiesced, and we accordingly spoke to Captain Read on the subject. The conversation took place in the street and did not last more than fifteen minutes. Captain Read stated that he was quite willing to withdraw at once, but from what transpired it appeared plain Mr. Cooper would not, and so the matter dropped. I certainly never expected to hear of the subject again.

Mr. Wilson's whole idea from the first appears to have been that the Native Land Court should be used as an instrument for acquiring lands for the Government; my opinion being that the prestige of the Court should be maintained as an unprejudiced tribunal. If Mr. Wilson, as land-purchase officer, neglected his duty by not taking proper care to investigate all questions relating to the ownership of Native lands before advancing public moneys, thereby involving the Government, he should himself bear the responsibilities, and not attempt to make the Native Land Court a scapegoat for his wrongdoing.

With regard to the charge "that, supported by Judge Rogan," I defeated the obtainment of a Proclamation under the Immigration and Public Works Act, &c., I can only say that it had reference to these same blocks of land, and knowing that such a Proclamation would cause a disturbance and uneasiness amongst the Natives of the East Coast District, I took a course which is fully explained in the memorandum attached, dated May 1875.