

the title was not good, though it might be made good afterwards. A mortgage to Graham and Co. of No. 2 was for the sum of £10,000, and of No. 3 for £5000. There was nothing whatever to affect either of these blocks, as far as I could see. The mortgage was paid off, but has not been released, in consequence of the registration of the caveat. This caveat prevents dealings with Europeans, and not merely Maoris.

13. This caveat was lodged before the actual transfer was made?—In the case of No. 2 no transfer has been presented for registration at all. It is an agreement for a sale. The order vesting the freehold tenure in Cooper is dated the 28th of June, 1877. On the 7th of July there was a mortgage to Graham and Kinross, to secure £10,000, registered by me in Napier, on the 12th July, 1877. That mortgage is now vested in the Union Bank, but has been paid off long ago by Potter, Wilson and Co. On the 13th of October, 1877, there was this agreement for the sale, which was taken in the names of Graham and Co., but really on behalf of Potter, Wilson and Co. I was told by Graham and Co. that they had no interest in it whatever, except that they received a commission, of course, for effecting the purchase. But this agreement was really on behalf of Potter, Wilson and Co., whose names we did not know then. At that time I advised that, as far as I could see, the title to No. 2 and No. 3 was good, but that as to Ngatarakawaka, Matatuotonga, and the other block, it was not complete, because I was not quite sure that this proclamation under the Public Works Act might not be acted upon. When matters were at that state, on the 27th December this caveat was lodged against dealing with No. 2, but none was ever lodged against dealing with No. 3. I was under the impression that No. 3 was free from all claims by anybody. A proclamation was subsequently gazetted under "The Government Native Land Purchases Act, 1877," in which No. 3 was included. There was no caveat, however, entered then. I then got a transfer from Cooper to Potter, Wilson and Co., there being no caveat. I presented the transfer on the 12th of August, and later in the afternoon I received the news that there was a caveat in the office, although not registered. They registered the caveat, and refused to register my transfer.

14. This block, No. 3, stands in a different position in your mind to the others?—They do not allege that No. 3 was comprised under any Public Works Proclamation. The Government say that some portion of No. 2 was comprised under another name in one of the other blocks proclaimed; but it seems to me that a purchaser, after searching and not finding anything against the land, is quite entitled to presume that there is nothing against it. Nothing could be found against it in this instance.

15. Have you a copy of the proclamation referred to in the caveat?—I think it is a mistake to say the proclamation was referred to in the caveat. To the best of my recollection, all it states is that we only had been paid on account of it, and this is the proclamation, no doubt, that is referred to. But I fail to see anything that justifies the assertion that No. 2 was included in that. Then I would call your attention to the Public Works Act that gives power to issue these caveats. The preamble states that land may be taken for mining purposes or for special settlement. It is not likely that this land is required for either purpose.

16. Was Cooper aware of the existence of this proclamation at the time he entered into negotiations with the Maoris for the purchase of the land?—I am not sure about that. He told me he was not aware of any proclamation about No. 2 at the time he completed the purchase. I have never acted in any way as Cooper's solicitor. I have been merely acting for the purchasers.

17. Do you understand this: that it is tacitly alleged that the order of the Native Land Court was made in error or in ignorance?—I believe they think that the order of the Court is wrong, because they say that the six months had not elapsed from the date of the original memorial of ownership. But I think that is quite a mistake. The only clause in the Act of 1873 which bears that construction was the 78th clause, which was repealed. An order may be made vesting land in freehold tenure in any European, subject to the chance of a re-hearing being granted. If none is granted, the sale holds good, and may be taken for good. Six months have now passed in the case of Waingaromia, Nos. 2, 4, and also 3. I cannot conceive on what grounds the Government can prevent dealings with Europeans to appear on the register, on any such grounds as that the Natives may not be entitled to deal.

18. Can you give the date of the sitting of the Court at which the title was adjudicated upon?—In the case of No. 2, the 20th December, 1876.

19. Was the Court aware of the proclamation at the time it adjudicated on this case?—I don't know.

20. And you also say that you don't know whether Cooper was aware of the proclamation at that time?—He told me he was not aware of any proclamation affecting that, but further than that I don't know. I had nothing to do with the matter until a later time. The date of No. 3 is the 16th of March, 1876, long before.

21. *Hon. Mr. Fox.* Were you acting for Cooper, or for Potter and Wilson?—For Potter and Wilson, in negotiating the thing.

22. And in preparing the documents?—In preparing the documents.

23. *The Chairman.* Have you any other point which you wish to bring to the notice of the Committee?—I should like to bring this to the notice of the Committee, that the order for vesting the freehold was made in the case of No. 2 and in the case of No. 3, and signed by the Judge; and that under the 75th section of the Act of 1873 dealings under that order are good. There was first a mortgage and this agreement by which £20,500 was paid to Cooper. £15,000 was paid by Potter, Wilson and Co. at once and £5500 afterwards, and there is still owing a balance of £6000. The total acreage is 40,000 acres. The price agreed upon amounts to £26,000. £20,500 has been actually paid, going on the order of the Native Land Court Judge, which he has clearly power to make, as against the Government at all events. The act of their own officer in granting a title must be absolutely final; and I consider that looking to this order I was justified in taking that as a sufficient title. That is the way in which I acted for Potter, Wilson and Co. The caveat deadlocks the whole, and prevents a release being taken.

You have told the Committee what the company were to give Cooper. Can you tell the Committee what Cooper gave the Maoris for the land?—I cannot recollect that. Cooper will probably be able to tell you that. The mere purchase money he gave to the Maoris would not be all the expense he would be put to in journeys, Court sittings, &c., which would probably be more than double the purchase money he actually gave the Maoris.