

for compensation, and got Hori te More to sign an acknowledgment of his willingness to pay for the acts of those prisoners out of any moneys which he might receive from time to time. Mr. McLeod got Hori te More to sign in an old ledger of McLeod's according to the account then made. After some time had elapsed McLeod sued Hori te More, and judgment was given against Te More. McLeod was then desirous of enforcing that judgment against Hori te More, and, with that view, proposed to send a bailiff down to his settlement. He saw me on the subject, and I pointed out to him that there was still a remnant of the Waikato prisoners there, and that the people were generally about the worst-disposed in that part of the country. Many of them were then, and, in fact, are still, Hauhaus. And I advised him to see the Native Minister, Sir Donald McLean, who happened to be then in Auckland. He had several interviews with Sir Donald McLean, and ultimately Sir Donald McLean wrote asking me to call and see him. I went and saw Sir Donald McLean, and he then asked me if it would not be possible to enable the Government to acquire the freehold of the Pakiri Block, and out of Te More's share of it to pay McLeod and satisfy the judgment. In respect to that request, I pointed out to Sir Donald McLean that, under the existing law, Arama Karaka and myself were not legally in a position to sell the freehold, and that I was pretty well certain that Rahui, one of the three owners, would not part with the freehold (and, in fact, she retains the freehold of her share of the block at the present time); but I told Sir Donald McLean that I would make inquiry; and if he would undertake to procure an alteration of the existing Native land laws, so as to enable the trustees of Native minors to sell to the Government upon proper conditions, I would have no objection to concur with Adam Clark if he were agreeable to the sale of the land. The block consisted mostly of land of very inferior quality, and was very lightly timbered. In that part of the country it very frequently happens that some of the poorest soils of the country are the best-timbered; but this was not: and, although the land had been lying there for three years after passing through the Court—or two years and a half—not a single application had ever been received for one acre of it. Sir Donald McLean promised that such a Bill should be introduced; and I made inquiries and ascertained that Adam Clark would be willing to concur in the sale to the Government, and that Hori te More also acquiesced in the same arrangement, but had, at that time, no legal standing, as there had been no sitting of the Court since the death of his son at which he could have been legally appointed successor. In consequence of these several difficulties the business practically fell through. During the session of 1872, in Wellington, Sir Donald McLean paid Mr. McLeod, I think, about £100 on account of his claim. He mentioned the fact that he had done so, to me, and asked me if I still thought it would be possible to do anything with the block. I answered him to the effect that I did not think it was possible. The matter then remained in that position for about twelve months; and in the meantime the Government took no further action with a view to acquire the land, and it was not reckoned among the list of lands under negotiation by the Government. I think it was in 1873 that Mr. Stannus Jones, of Auckland, and Mr. Gibbons, a timber-merchant, applied to the Natives for a lease of the timber upon the block—that is, the right to cut—for either fourteen or twenty-one years, for the sum of £300. The negotiation was carried on on the land itself. I was not concerned in it. I told Mr. Jones and his partner in the transaction that if the Natives themselves agreed to acquiesce in the transaction I would offer no objection to signing if they had signed. The interpreter was Mr. Swanson, now a clerk in the Native Land Court Office in Auckland. As I have said, they went on to the ground and did business there. When he returned with all the signatures I signed, and he paid the money to the people. Shortly afterwards Jones himself went down, and, having seen the property, made up his mind if possible to rescind the agreement and have nothing more to do with it, and I think he tendered his interest in the land to the Government. I presume that offer on his part revived the matter again, because shortly afterwards Brissenden, who was acting as a Native Land Purchase Officer for the Government in the North, received instructions to try and acquire the freehold, and to arrange with Messrs. McLeod and Jones to acquire their respective claims. I was not aware of this fact myself at the time, and the first intimation I received of the matter being again on foot was on the occasion when Brissenden, Adam Clark, and Nelson came up to me at the Provincial Council Chambers in Auckland. I was at that time carrying on business at the Council, and did not see them until half-past 5 o'clock in the evening. Our Provincial Council about eighteen months before abolished Bellamy's, and the result was that members had to go elsewhere for their meals; and I used to have my meals at the Official Hotel. Leaving the Council for that purpose, I met the three persons whose names I have given, and I told them that if they liked to go down to the hotel I would see what their business was before I went to dinner. We went into one of the private rooms of the hotel—off the dining-room, I think it was. I should mention that Te Hemara Tauhia was present also. There was a considerable amount of discussion as to the sale of the block, the price of it, and the conditions upon which the sale should be made. I forget exactly the total amount of the consideration-money for each share; but that can be ascertained by reference to the original agreement, which is in the Native Land Purchase Office here in Wellington. The price offered was to my mind not an unfair price; and I particularly, for my part of it, protected myself by inserting a clause in the agreement to the effect that the agreement was not to be binding upon us if the Government failed next session to so amend the law as to enable us to give a legal title. At that time the parties in my presence went into the accounts between them. There were deductions made by Brissenden and Nelson for moneys advanced by them previously: I think the amounts were £25 each. Adam Clark also received the amount which he was out of pocket in respect of the survey of the block. He had, after the land went through, paid to the surveyors his third part. The only matter in respect to which I am not absolutely certain is as to whether the amount was paid on that evening or on the following day. It was arranged that the unexpended balance of the amount made payable under that agreement should be lodged in the bank to an account to be opened in the name of Adam Clark and myself; and, while I cannot say whether or not I did enter the bank while Adam Clark was there, I have no doubt that the paying-in slip which has been produced is the original paying-in slip for the money. About an hour afterwards—about noon—Brissenden, Nelson, and Arama Karaka came to my office, and they had a further conversation as to how this money was to be dealt with, and—as I have said, I would not be quite certain whether on that occasion or on the previous evening—the

Mr. J. Sheehan,
M.H.R.
Aug. 9, 1880.