

action was the result of a consultation between the Chief Judge of the Native Land Court and the Assistant Surveyor-General, and produces his written instructions to that effect. It must be presumed, however, that the Chief Judge and Assistant Surveyor-General were influenced in their decision by information furnished to them by the Survey Department at New Plymouth, an officer of that department having been sent to Auckland expressly to afford such information.

The truth appears to be—and it is in accordance with the strange fatality which seems to have attended every step in this business—that the Survey Department was misled by a topographical map of the district, which led them to believe that the mineral springs near Totoro were both equally impracticable as starting-points for the eastern boundary. Subsequent actual survey proved that the map was in error as to the course of the Mokau River and its relation to the eastern spring—that is, the one contended for by Mr. Jones. But what he really complains of is that the Survey Department interfered in the matter at all. He alleges—and we see no reason to doubt it—that it was from the first an understanding between him and the Natives that the survey was to be procured and paid for by him. The survey was finally completed by the Government, which Mr. Jones explains was done at his request, his means having become exhausted.

In connection with the question about the eastern boundary, it is of a piece with almost everything else in connection with this business that the plan on which the original order of the Court was based, and which was exhibited for that purpose in the Court at Waitara, has been lost, and is alleged to have been stolen from the post-office at Auckland.

With regard to the action of the Native Land Court in dealing with the several applications made by Mr. Jones and those of the Natives who were acting with him in the endeavour to complete the title, we have no material for making a comparison between the manner in which these applications were dealt with and that in which similar applications by other persons have been treated. So far as we can judge, however, the chief difficulty throughout has been the want of a survey. It must, of course, be regarded as an unfortunate occurrence that the opinion of the Judge of the Court should have come into collision with that of the Surveyor-General in the matter of the topographical map produced before the Court at Waitara in October, 1887. (See decision of Judge Wilson, Appendix No. 29). We do not know how the law of the case may stand, but if, as we infer from the Surveyor-General's evidence, a map such as that produced to the Court on the occasion in question would, for all practical purposes, have been as good as a regular field-survey it follows that a reform may be made in the practice of the Court in this respect, and all legal obstacles (if any) in the way of the reception of such plans should be at once removed.

We do not think that the persons interested in the lease have sustained any actual injury through the passing of "The Native Land Administration Act, 1886," inasmuch as the better opinion appears to be that the last-mentioned Act does not repeal the clause in Mr. Jones's favour in "The Special Powers and Contracts Act, 1885." Neither do we think that the telegrams of the Chief Judge, referred to in his evidence before the Commission, actually prevented any one from signing the lease. At the same time, the fact that such an opinion was given could hardly be without its effect, and perhaps, after all, the question as to the construction of the Act is an open one.

In dealing with the case it should be taken into consideration that Mr. Jones originally entered into these negotiations with the sanction and encouragement of the Government of the day, as expressed in the letter of Mr. Sheehan of the 29th April, 1876, Appendix No. 43, and that his services at that time in assisting to open up the Mokau District were regarded as worthy of special acknowledgment. He has now been upwards of twelve years engaged in these negotiations, and has certainly, so far as we can see, done everything possible on his part to bring them to a successful termination. We call attention, moreover, to the evidence given by him as to chances of making a profitable use of the lease, which have, as he alleges, been lost to him through inability to complete the title.

To summarise the case, the special difficulties which Mr. Jones has had to contend with outside those ordinarily attendant on transactions of the like nature may be stated as follows:—

- (a.) The stoppage by the Native Minister of the survey in 1882.
- (b.) The action taken by Captain Messenger, and its effect in impeding the completion of the title. (For instance of this see the evidence of Judge Wilson.)
- (c.) The passing of "The Native Lands Alienation Restriction Act, 1884."
- (d.) The ambiguity of the terms of the original order of the Court, and the special difficulties which it developed in connection with the error in the topographical map referred to in the evidence of Mr. Humphries.
- (e.) The action of the Native Land Court at Otorohanga in October, 1886, in unsettling the boundaries and ownership of a large portion of the Mokau-Mohakatino No. 1 Block.
- (f.) The doubt (whether well founded or otherwise) cast upon Mr. Jones's position by the passing of "The Native Land Administration Act, 1886," and by the telegram of the Chief Judge referring thereto.

The evidence upon which the foregoing statements are based, together with the documents herein referred to, are forwarded herewith, and form an Appendix hereto.

REPORT.

In reply to the questions submitted to us, we report as follows:—

1. There is no positive evidence that any of the Native owners of the Mokau-Mohakatino No. 1 Block were prevented from signing the lease to the said Joshua Jones by reason of the passing of "The Native Lands Alienation Restriction Act, 1884." But there is evidence (and it may be taken as a natural inference) that, in consequence of the passing of the said Act, all further attempts to obtain signatures were at that time abandoned.