

perhaps about twenty-four miles by the winding of the river. It is a much smaller spring than the one at Totoro, and is a constant spring. You would call it a mineral-spring if you were to taste it.

A line taken south from the lower mineral-spring to the Mohakatino would include the principal coal- and lime-beds, or, at least, all those I know of. The land towards Totoro is much more valuable than that down the river; the country is more open and more level. The country generally below Totoro is very broken and hilly, and gets rougher towards the Heads. It is mostly heavily-timbered country. There are all sorts of timber. The principal valuable timber is white-pine. The ranges are covered principally with black-birch and honeysuckle. I would not say the land was much good for agricultural or grazing purposes, except a few flats here and there. There is some totara on the land; it is principally on the upper part towards Totoro. I consider that the timber on the upper portion of the block above Mangapohue is the most valuable.

The reason that I made no protest against the signing of the lease after what passed in Mr. Standish's office was that I was so put about that I did not know what to do, and that I thought it was better to have no dealings with Jones of any sort after what had occurred. I also depended on Heremia's promise to see me right. I have had very little to do with law or legal documents. I did not see the new lease when I was in Mr. Standish's office, nor did I know anything of its contents except that I had been told by Holmes that it was a deed to put me off the land.

For some time after the lease was signed the Natives at Mokau Heads agreed pretty well with Jones, and at his instigation, as I have been informed by them, they drove off my cattle to the pound at Urenui, by which I lost a great many of them; and they have killed or sold others of my cattle.

The Natives are not now on good terms with Jones. I know that several attempts have been made to survey the boundaries, but the Natives have told me that no boundary had been agreed on, and that they would oppose any survey on Jones's account. Both Te Oro and Takirau have told me so.

I believe Wetere was the Native principally concerned in making the new arrangement with Jones.

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TUESDAY, 10th JULY, 1888.

JOHN SHORE recalled.

I saw one cask of beer on the beach the day the deed was signed. There may have been more, for all I know. I should think it was a thirty-six gallon cask. There was a pannikin under the tap, and it was free for any one to help themselves. I saw some of the Maoris drink. I saw Takirau drinking. He was not drunk at the time I saw him, about midday. I know that very little would make him drunk. I have seen that several times. I did not stay long where the drinking was going on. I cannot say whether any of the Maoris were intoxicated or not.

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WEDNESDAY, 1st AUGUST, 1888.

ROBERT McMILLAN, having been duly sworn, gave evidence as follows:—

I am a farmer, at present residing in Tiriki Road. I was at one time a partner with Jones and Shore in an agreement for a lease of land at Mokau. Mr. Jones and I were fellow-passengers from Australia to this colony in March, 1876, or somewhere about that time. I had no acquaintance with Jones until after we landed in New Plymouth, when we arranged to go together to look for land. We went first to the place now known as Lepperton, and stayed there for one night at an hotel kept by John Shore. Whilst there we got into conversation with Shore, and heard from him that there was land to be got at Mokau, and that he was acquainted with that district.

Jones and I visited Hawera and Patea together, and in two or three weeks returned to Shore's house, and asked him to come with us to Mokau, so that we might see what the land there was like. Shore agreed to come with us, and about three weeks afterwards Jones, Shore, Shore's son, and I went overland to Mokau, and had an interview with Wetere and other Natives there, Shore's son acting as interpreter. We came to no arrangement with the Natives at that time, but about two months afterwards two Natives came with a letter to Shore to say that they were prepared to deal with us; we then all of us went down again, and after some discussion agreed with the Natives for a lease for twenty-one years of land which was supposed to be about forty thousand acres. It was also agreed that if the Natives should at any time be disposed to lease the land higher up the river they would give us the first chance; that agreement was afterwards put in writing by Mr. Hammerton, solicitor, of New Plymouth; the particulars are stated in the account rendered to me by Mr. Hammerton. [Exhibit No. 30 produced.] Very shortly after that agreement was made Shore and I went down to Mokau to live, with our families. Jones was also to have gone with his family, but backed out at the last moment. I resided at Mokau about two years. During that time Jones came down now and then, about once in two or three months, as he said, to see how we were getting on. His visits always ended in a squabble with us or with the Natives. The principal cause of the trouble was that Jones was pushing to get the survey made, which we knew the upper river Natives would not allow, and that it would be dangerous to attempt it. The Natives at Mokau Heads told us that if a survey was attempted the upper river Natives would most likely come and turn us all off. After Jones's visits it often took us two or three weeks to pacify the Natives, who used to get much excited about it. Before I went down to Mokau I had a settlement with Jones, who paid his part of all expenses up to that date; perhaps he may have paid about £50. It was then arranged that no money was to be spent on the Natives or anything else in connection with the lease without the consent of all of us. Whilst I lived at Mokau I frequently gave the Natives flour, rice, tea, clothes, and other things, which I paid