

I was the person who made the arrangement for the lease with Jones. I forget the year when I first saw him. He came first to Mokau with Shore and McMillan. The Maoris had known Shore for a long time before they had known Jones. Jones asked me to allow him to live at Mokau. I told him it would have to be left to Takirau to settle. I am a chief of more importance than Takirau, but I was a Hauhau at that time. Nothing was said about a lease at the first meeting. At that time Jones was living at New Plymouth, and used to go backward and forward from Mokau continually. His companion was George Stockman, a half-caste. George used to praise Jones to the Natives, telling them that he was a first-rate pakeha. It was in consequence of Stockman's representations that the Natives first agreed to lease the land to Jones. Jones and Stockman then proposed that the land should be put through the Court. The boundaries of the first lease were to Koatutahi. I did not sign that lease. Shore was one of the pakehas for that lease, also McMillan and Jones. Shore and McMillan were living at Mokau at the time of the first lease, but not Jones, though Jones was continually coming backwards and forwards.

The pakehas quarrelled amongst themselves about the land, and McMillan went away. Then Jones and George Stockman quarrelled. After that Jones and Shore had a quarrel. When Jones found that the first lease was objected to by the Natives he proposed to have the whole block put through the Court, and it was done. That was the time I commenced to take part in the proceedings. I agreed that the land should go through the Court, not on account of Jones, but because a Native named Paiura opposed my title to it, and claimed part of the land. Jones may have thought that I put the land through the Court to assist his lease, but it was not so. After the land had passed through the Court Jones asked the Natives to lease the land to him; he asked all of them who attended the Court at Waitara, of whom I was one. Epiha and Pumipi agreed. I said we are only here to put land through the Court; let the arrangement about the lease be transferred to Mokau. Jones returned with us to Mokau from Waitara. The pakehas who went with us were Jones, Dalton, a surveyor; W. H. Grace, and two pakehas, one named Tommy Poole, and the other Patterson. Thompson, the interpreter, was at Mokau, but not as one of our party; also George Stockman. At that time Stockman and Jones were on bad terms. Stockman had ceased to praise Jones to the Maoris, and was now running him down.

Heremia wanted to lease the land to Stockman, but would have nothing to do with Jones. There was a Native there named Te Ohu, who would have nothing to do with any of them. When we got to Mokau the discussion about the lease took place. Jones had the lease ready prepared at that time. He had the lease made out on his own responsibility, and took it down with him. I do not know of any arrangement that had been made with Jones before that. I had made no arrangement with him. While we were at that meeting the steamer came from Waitara to Mokau to bring food. The reason that Heremia agreed to lease to Jones was to get money to pay for the survey of Poutama, and the lease was to cease when there was enough money to pay for it. It was understood that Jones and the company were to have the coal and other minerals from the land until such time as they had the value of the survey; and it was on those terms that Te Ohu gave up his opposition.

Heremia then left the whole thing in my hands for me to see that the thing was to end when the money was enough to pay for the survey. On those conditions the Natives signed the lease, and so did I. I understood at that time that it was in the lease that Jones was to have the land for fifty-six years, but Heremia objected to that, and a new arrangement was come to according to his proposal, and it was on those terms that I and all the people signed.

I do not know whether Jones agreed to the new terms, because he got vexed and was running about, and it was left to Grace and Messenger to settle. They had the management of it. Heremia asked at the meeting to have the lease given to him to see if it was right. It was not signed at that time. Jones would not give it to Heremia for him to look at. Heremia could not have read it himself, but he could have got some one to read it to him. I myself can read the deed in Maori. I signed it knowing that Jones's terms were in it; but I had it in my thoughts that it would be carried out according to our own intention, notwithstanding the terms of the deed. Before the lease was signed we held a meeting outside the whare amongst ourselves, when the arrangements were come to about leasing the land to pay for Poutama survey. At that time we did not know the terms in Jones's lease, because Jones refused to let us see the deed. After we had the meeting outside we told Grace we had come to a decision, and the boundary was fixed at Mangapohue. The reason it was fixed there was because we wished Jones to have some of the coal. The Natives were to get £25 when they signed and £25 every year afterwards, and were to get 10 per cent. on the coal got out. That was all understood. Jones said the company was going to spend £2,000 or £4,000 yearly in opening up the mine. If it was a bad bargain, that was their look out; we did not want them there at all. We got the first year's rent at the time the deed was signed. That is all the money we have ever got for the lease; and Jones has been in possession ever since that time, running cattle and horses on the block. The £25 was given to Heremia by consent of the people. After the deed was signed I continued friendly with Jones. It is only last year that I have been on bad terms with him, as I found out that he was acting wrongly. It was only lately that I knew that he claimed the lease for fifty-six years. It was then that I quarrelled with him. Until then I did not know that he claimed anything except according to the agreement that was come to among the Natives. The survey for Poutama Block has not yet been completed.

I admit making the statement before Judge Wilson which has now been read to me. The Judge did not ask me anything about Heremia's arrangements. If I had been asked I would have told him that the lease was good according to that arrangement. My reason for saying that the trouble was caused by the two women was on account of a telegram which had been sent to my brother by Jane (Mrs. Brown) in 1882. The reason I did not complain to the Government about anything that Jones did on the land was because I thought he had a right to the land until the