

sum of £4,000 and a royalty of 1s. per ton. The syndicate paid Jones £300 on account, and Jones gave me an order on the syndicate for £618, which they dishonoured. I made further advances, and in September, 1885, the amount would be about £850. Since then I have advanced further sums, and the amount is now £1,562 10s. 6d. Before "The Special Powers and Contracts Act, 1885," was passed I was pretty well at a standstill as regards further advances, but when that Act passed I had faith to advance more money. I distinctly say that a large proportion of the money advanced by me was advanced in reliance on that Act. I observe that McMillan stated in his evidence that Jones told him he brought £300 to the colony. To my own knowledge, after being here seven or eight years, Jones sold some town-sections in Melbourne for £240. I had a security over said sections, and he paid the amount due to me out of it. By the terms of the mortgage, the money due to me must be paid on the 2nd January next or the lease will fall into my hands. When I advanced the money on lease I thought it would be all right, as I saw that the signatures were attested by Captain Messenger, and that the deed had been explained by him.

Major BROWN (recalled) made the following statement, which is put in at the express request of Mr. Bayly.

Mr. William Bayly, as being a person interested in the lease, asked me some three or four years ago on what terms I thought the lease could be completed by obtaining the signatures of all the outstanding Natives. I told him that I thought it would require about £500 for the Natives, and that I should require about the same sum for myself in the event of succeeding, but that I would not undertake it except on condition that Jones should be out of the matter altogether. I made this condition because, from what I knew of the feeling of the Natives, that they were much embittered against Jones, and would agree to no arrangement which involved his remaining amongst them at Mokau. On further knowledge of the question, I am of opinion there will be very little difficulty in Mr. Bayly completing the title with the Natives if Jones is out of it.

FRIDAY, 10TH AUGUST, 1888.

JOSHUA JONES, having been duly sworn, gave evidence as follows:—

I am a settler residing at Mokau. I am the person named in the lease of land at Mokau as lessee. I have read the evidence given by John Shore before the Commission. The statement made by him in the third paragraph of his evidence, that while I was at his hotel he received a letter from Wetere about some land they—the Natives—wished him to lease is not true; my reason for saying so is that Wetere te Rerenga at that time dared not have written such a letter, and would not. It was all Hauhaism at the time. I did not get to know of any such letter.

It is the case that Shore was originally a partner with me in the negotiations with the Natives under certain pledges.

I and McMillan were perfect strangers in the colony; we knew nothing about each other or about Shore. We knew nothing about Native land-dealings; we were looking out for land. As we were looking out for land, we happened to sleep at Shore's hotel one night; he had heard of us as strangers; he made a proposition to us that if we would go to this—then unknown—country we would perhaps at some future time be able to get land there. It was a mere speculation on his part; no letter had been received from the Natives, as he says it had. His desire was that we should take land; but he would have no truck with it; he was to keep a store there on his own account.

We went to Mokau and saw the Natives; not a breath was said about any negotiations. We were told by Shore not to attempt to speak to the Natives, because it was dangerous, but to leave it to him. McMillan was very deaf, and could scarcely hear anything that was said; nothing was done at that visit. We ascertained afterwards that Shore had told the Natives that we were men of means, and that it would be a good thing to have us amongst them. We were under the conviction that Shore was a man of influence amongst the Natives; we afterwards discovered quite the reverse; his influence lay in evil instead of good, like other pakeha-Maoris, as a rule. On the road home I said to Shore that I would have nothing whatever to do with it, as I did not understand the Maori language, and what means I had I did not like to risk in other people's hands; for the time we parted on that understanding. Some time after Shore brought a Native to me named Epiha; he was a very intelligent man, and after a time we came to identify each other as having been on the Ballarat goldfields together. Epiha could speak English very well, and told me that he was one of the largest owners in this land, and that commenced another negotiation. He is now dead. We saw Shore again, and he said, "If you will give me a share in the land I will negotiate it for you." He said he had no money, but that he would do the negotiation. I turned to McMillan, or his wife, and asked him what he thought about it. He said, "If you will go in I don't mind going in too." I told him I had some money belonging to my son to put in, and I would risk that as a beginning; this led to an agreement being drawn up; before the agreement was signed, which was in Mr. Hamerton's office, I was under the conviction that such agreement would be a lawful one. I asked Mr. Hamerton what about it? He said it was a title which I would find would come right eventually. I said to Shore, "I want some understanding about this; how long will this take, and what amount of money will it require?" He said it might take from two to three months to complete the thing, and it would take, perhaps, two or three hundred pounds in money. Mr. Stockman, sen., was acting as interpreter. I asked him what was his opinion about taking two or three months; he said, "I am sure we will settle it for you within six months." On that understanding with those two men I agreed to go in with them.

We did get some agreement with the Natives, signed by Epiha, Takirau, Te Oro, and, I believe, Taiaroa. The boundaries of the land were put on the plan produced [Exhibit No. 33]. The eastern boundary, as shown on that plan, is considerably to the eastward of the boundary as now surveyed for the Land Court.