

cannot say definitely the actual loss in money which I have sustained by reason of the matters referred to. I have long ago expended all my own money. With regard to the question that may be raised before the Trust Commissioner as to whether the Natives who have signed my lease have sufficient other land to live on, I wish to say that the same Natives are owners in the Mohakatino-Paranini Block, containing about 140,000 acres, the number of owners being only about 130. They are also owners in the Mangaoera and Mangapapa Blocks, both of which have gone through the Court, containing together about 20,000 acres. They are also owners in the Rohepotae Block; and they are the principal owners of the land in the Waipa Valley. I also draw the attention of the Commissioners to a reserve of 76 acres on the north bank of the Mokau, and another 175 acres, another of 147 acres, another of 6 acres, another of 884 acres, another of 125 acres, another of 55 acres, and another of 110 acres on the sale plan of the Awakino North Block. With regard to the land in my lease, except for what coal and minerals may be there, which is at present very little known, it is, for the most part, of little or no value. There are a few small patches of cultivation. There is some open fern land near Totoro, but the bulk of the land is quite unfit for agricultural or pastoral purposes. With regard to the timber, there are a few totara trees, but most of the timber is rimu or white pine. Some of it could be got at. The ranges are covered with black birch.

With respect to the piece of land at the heads which is excepted out of the Mokau-Mohakatino No. 1 Block, I, acting for Epiha and some other Natives, made several applications to get that land put through the Court, but could never get a Court fixed until last October. It came before the Court at Waitara for investigation of title. By that time Epiha was dead. Titokorangi was ill at his settlement. I had authority to act, signed by Epiha; but at the Court Takirau attended and got the block struck out. In 1882 the block passed the Court as part of the larger block, but the Government sent their agent to the Court, and applied for this 500 acres to be reserved to the Crown as a site for a township. The Judges refused as the Natives objected, and the piece was excluded from the block. That is the reason I did not get it at that time. Takirau and Te Oro were amongst those who entered into negotiation with me in the first instance, including this piece of land, and I could have got it at that time but for the action of the Government, which led to its being excluded from the block. I wish also to call the attention of the Commissioners to the fact that some of the parties signing the lease are minors, whose assent is given by their guardians. In every case a Native has signed, but it happens that the Rev. H. H. Lawry is also a guardian for all the minors, and he, acting on the advice of Messrs. Jackson and Russell, refuses to sign. I now put in letters received from him on the subject [Exhibit No. 42]. One of the reasons he gives—namely, the term of the lease being for fifty-six years, has long since been removed by “The Special Powers and Contracts Act, 1885;” his other reasons, or some of them, are stated in letters produced. With regard to the origin of my negotiations with the Natives at Mokau, I put in evidence a letter addressed to me by the late Mr. Sheehan, dated the 29th April, 1879 [Exhibit No. 43]; also a statement by Mr. Carrington as to an interview which took place in January, 1876, at the time when I was first entering into those negotiations [Exhibit No. 44].

THURSDAY, 16TH AUGUST, 1888.

JOSHUA JONES (recalled).

In January of this year I made a formal request to the Government to get the survey completed. The Native Minister agreed that it should be done, and the cost should be made a lien on the land. My reason for making this application was that my means had become exhausted, and I was unable to employ a surveyor, or to pay for a survey on my own account.

I had on several occasions previously applied to have the survey made by a surveyor employed by me, but I was not allowed to do so. When I made those applications I had money, and could have paid for the survey.

WILLIAM JAMES BUTLER, having been duly sworn, gave evidence as follows:—

I am a duly licensed interpreter in the service of the Government.

I have compared the lease now produced to me, dated the 12th July, 1882, from Wetere te Rerenga and others to Joshua Jones, with the statement in the Maori language indorsed thereon. The latter appears to me to be a clear statement in the Maori language of the terms of the lease, and clearly expresses that the lease is an absolute lease of the land, with all timber and minerals thereon, to Joshua Jones for the term of fifty-six years from the 1st July, 1883. A description of the land in Maori also agrees with the description given in the deed as regards the boundaries, though no area is given. The only discrepancy I notice is that in the deed it is stated that the Natives are to have 10 per cent. on the proceeds of the coal after deducting expenses, whereas in the Maori translation it says nothing about deducting expenses.

MONDAY, 20TH AUGUST, 1888.

HARRY OTTERSON, having been duly sworn, gave evidence as follows:—

I am the Second Clerk-Assistant in the House of Representatives. As such I have charge of the records of proceedings of Select Committees of the House.

I produce the minutes of proceedings on the petition of Joshua Jones. It appears by those minutes that the Hon. John Bryce was examined on that petition before the Public Petitions Committee on the 15th July, 1885. The document produced contains the minutes of the evidence given by him before the Committee on that occasion.

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