

8. I understood you had them. There was an agreement between yourself, a half-caste named Stockman, and the Natives. Where is that?—Stockman handed that to Judge Macdonald.

9. *Mr. Carroll.*] Have you no document yourself to produce in evidence?—I have copies of deeds and leases.

10. *The Chairman.*] Will you be good enough to state what are the real charges made in your petition; for I confess I do not understand it?—I entered into an agreement with George Stockman in 1882.

11. Very well: have you that agreement?—No. He gave it to Judge Macdonald.

12. How do you know that? Did he tell you he gave it to Judge Macdonald?—I understood that he gave all the papers necessary to enable us to get a certificate under the 24th clause of the Native Lands Administration Act, relating to uncompleted transactions.

13. Is Stockman an owner?—No; but there was an agreement between myself, my brother, and Stockman, who was to get the thing completed by getting the Native signatures.

14. *Mr. Hutchison.*] How many Natives were there?—Four or five.

15. With whom did they contract to sell?—With Stockman, according to this deed made in 1882.

16. Under which application is made for the certificate. Who applied?—Stockman did.

17. On your behalf and his own?—Yes.

18. When did he apply?—Somewhere about January, or between January and March.

19. There was another claimant, was there not?—Yes.

20. How did he claim?—Through some arrangement with Stockman.

21. Had he not some contract directly or indirectly with the Native owners?—I question that. I do not think so.

22. Did he make application on behalf of some client?—Yes.

23. Was it granted to him?—Stockman went over to him.

24. Then you were sold by your partner.—Yes: Walker had no right whatever to it. Stockman turned the certificate over to Walker,

25. You may have a remedy against Stockman, but I do not know what that has to do with us?—I produce copy of agreement of the 13th June, 1887.

26. *The Chairman.*] This is an agreement between yourself and Stockman?—It is not the original: it is only a renewal. Would the Committee allow my solicitor, Mr. Richmond, to appear?

27. *Mr. Carroll.*] Was it the original petition that was handed into Court by Stockman?

*Mr. Richmond:* The agreement was put in as the basis of the certificate. It is, as I understand, in the hands of the Chief Judge. It was in the handwriting of Mr. Owen's brother. It was an agreement between the petitioner, his brother, and the Natives.

28. *Mr. Hutchison.*] That is what you call a renewal of the compact with Stockman, to which you say Stockman has played false?—Quite so.

29. Do I understand rightly that the proceedings in the Supreme Court are in the nature of a suit for the specific performance of a contract under the agreement with Stockman, and to compel Stockman, who is alleged to have been a partner of the petitioner, to account for the profits on the alleged transaction with Walker?—The certificate should have been granted by the Judge to Stockman, and not to Walker, a non-applicant.

30. *The Chairman.*] The statement here is that the certificate was issued to Walker, and not to Stockman; that Stockman committed a fraud against the petitioner by in some way inducing the Judge to issue the certificate to Walker. There may have been some private arrangement previously between Stockman and Walker, but we do not know what that is.

*Mr. Richmond:* I might remind the Committee that this new Bill which is now before the House would enable Walker to get a new lease which would be perfectly valid if it is not amended. I have drafted an amendment which would be applicable, if the Committee choose to see it.

*Mr. Hutchison:* No provision in the Bill would affect anything now pending.

*Mr. Richmond:* It gives very large powers to a person who obtains even the signature of one Native: that one signature would enable him to go on.

*Mr. Hutchison:* Only if he had the signature before July, 1886. Such a person must have a base to go upon.

*Mr. Richmond:* The certificate is over land that has never been before the Native Land Court at all.

31. *The Chairman.*] Who was your counsel? Was it Standish? Do you say also that he was committing a fraud against you?—The Chief Judge showed him a telegram which, I believe, was hostile to my interest.

32. You state, Mr. Owen, that the agreement of the 13th June, 1887, effected a written agreement of partnership with Stockman in continuation of previous arrangements?—Yes.

33. That Stockman requested the Chief Judge to transfer the certificate to Nevil Walker?—Yes.

34. Who, you say, and a half-caste woman that accompanies him, are well-known in Native-land transactions in the North Island?

*Mr. Monk:* What does that mean—it is somewhat ambiguous? Is it an imputation upon the woman herself or upon this transaction?

*Mr. Richmond:* I do not think it means anything more than that she is a great intriguer in land-transactions.

36. *Mr. Monk.*] Have you the agreement between yourself, Stockman, and the Natives?—It was handed in two or three days before the sitting of the Court by Stockman, who stated in the presence of witnesses that it was the only agreement upon which he had put in his application for a certificate.

*Mr. Richmond:* We ask for the production of that agreement.