

37. *The Chairman.*] You say in your petition that Stockman committed a fraud against you?—Yes.

38. You say that granting the certificate to Walker was an injury to you. If Stockman had transferred the rights under the agreement to Walker the Judge could not have done anything else?

*Mr. Richmond:* We argue that the Chief Judge had no statutory power to give the certificate to anybody but Stockman.

*Mr. Hutchison:* That, I presume, is a matter of law.

39. *The Chairman.*] You say in your petition that an officer of the Court named Thompson, proceeding through New Plymouth in search of Stockman, informed you and others that the Chief Judge wanted to see Stockman, and that the officer was directed by the Chief Judge to “work” for Walker?—Yes.

40. Was any one present that you could name?—Yes. In the presence of Alexander Gilmour and others.

41. Who is Thompson?—R. S. Thompson.

42. What is he?—He is a Native interpreter.

43. *Mr. Hutchison.*] To the Court?—Yes.

44. *The Chairman.*] You say that during the argument your counsel, Mr. Standish, was shown a “confidential” telegram from James Russell, the Chief Judge saying, “Here, Standish, this settles all.” Did you hear these remarks?—Yes.

46. You saw him take the telegram from his pocket, and heard him say this?—Yes.

47. “That settles all”?—Yes.

48. *Mr. Hutchison.*] Did you see the telegram?—No.

49. How do you know that it was hostile?—Because I asked Standish what was in it. He said it was “a bad telegram.” He would not tell me what was in it. Evidently it was against my interest.

50. He did not say it was “hostile”?—He did not not use the word “hostile.”

51. What were the exact words?—He said it was a “very bad telegram.”

52. And did these facts lead you to believe that the Chief Judge was in connection with other persons who were hostile to your interest?—Yes.

53. You say next that in consequence of these certificates granted to Walker he has obtained the Native signature to leases of Mangiora and Mangapapa?—Yes.

54. And that every signature was obtained subsequently to the issue of the said certificates, to “absolutely new documents,” upon new transactions, and not in accordance with the provisions of the Native Lands Administration Act that provide for the completion of incomplete legal transactions only?—Yes.

*Mr. Richmond:* These were new transactions, for a different term of years.

55. *Mr. Hutchison.*] Have these leases been approved by the Court?

*Mr. Richmond:* They have been passed by the Trust Commissioner.

56. *Mr. Hutchison.*] They do not require to be approved by the Court?

*Mr. Richmond:* Not under that Act.

57. *The Chairman.*] You say these leases were placed before Mr. Rawson, the Trust Commissioner in New Plymouth, and, unknown to you, they were removed to the office of Judge Wilson, who passed the lease for Mangiora unknown to you?—Yes. They were lodged with Mr. Rawson, and objections were lodged; then withdrawn. We were not informed why they were withdrawn.

58. You next say that, upon requesting to see the agreement for the block known as Mangapapa, you discovered that a fraud had been committed—namely, that the name of Marikura, a Native woman, had recently been placed upon the agreement, and made to appear as if it had been placed on in 1881?—Yes.

59. Was Mare Kura the only lawful owner?—Yes, the only name on the deed to claim ownership to the land.

*Mr. Richmond:* The others were not owners.

60. *The Chairman.*] What agreement was that?—That of December, 1881.

61. The one on which he got the certificate?—No. The certificate was granted on Stockman and the Owen’s agreement of 1882. The agreement of 1881 was afterwards used as a substitute by inserting the name of Mare Kura.

62. *Mr. Hutchison.*] What is the allegation of fraud?

*Mr. Richmond:* Putting the name on an old deed long afterwards. Even assuming the agreement to be the basis of the certificate, this was the only name upon which the latter could be based. We say that it was put on after the 1st of July, 1886.

63. *Mr. Hutchison.*] You say that the fraud was committed by Charles Brown, a Native Agent, and Heremia, and you believe that Nevil Walker was a party to the fraud?—Yes.

64. Did Judge Wilson ignore the objections made by you to the passing of the Mangapapa Block?—Yes.

65. You say you believe that Charles Brown had a pecuniary interest in getting the signatures to the leases?—Yes.

66. That he obtained three of the Native signatures personally, and paid them their money without any negotiator being present?—Yes.

67. That he was heard by witnesses to solicit the signatures of certain Natives at Mokau?—Yes.

68. What evidence have you that Walker was a party to the fraud?—I believe he was in the room when it was done.

69. *Major Jackson.*] You say “you believe” he was there: is that the only evidence you have?—I am not sure whether he was there or not.