

*The Chairman* : You had better ask him now what questions you propose to put to him.

101. *Mr. Macdonald* : Now, as to the question whether you were a partner with Stockman in coming to this agreement : There was an original paper, was there not, of which this one [producing it] is a copy ?

102. *Mr. Hutchison.*] Did you and Stockman sign a document of which that paper in Judge Macdonald's hand is a copy ?—That is a revival of the old deed.

103. *The Chairman.*] What is the date of that ?

104. *Mr. Macdonald.*] 13th June, 1887. [To witness:] You state that you and Stockman did each sign a document of which this is a true copy ?—Yes.

105. Is Stockman a Native ?—No ; half-caste.

106. *Major Jackson.*] Do you impute to the half-caste woman mentioned that she was Walker's concubine ?—Most certainly not. I never thought of such a thing.

*The Chairman* : I have generally heard her spoken of as his wife.

MR. JOHN EDWIN MACDONALD, Chief Judge, Native Land Court, examined.

*Mr. Macdonald* : I will now make a short statement as to the first of these two paragraphs—the one in relation to Thompson. In the first place I explicitly state that I never said anything to Thompson in relation to the business for the purpose of getting him to interest himself one way or other ; that it is totally untrue that I told Thompson to “work” for Walker, or that I ever said anything to influence Thompson in any way in the matter. What Thompson may have said I have, of course, no knowledge. I will only add that it was not likely I would put myself into the hands of Thompson or any one else—at all events, not Thompson, who was a total stranger to me up to that week when he acted as interpreter to the Court. Now, as to the other paragraph, relating to the telegram : It is not true that “during the argument” I produced any telegram at all, nor that I gave one to Mr. Standish, nor that I spoke to him in relation to any telegram from any one. The circumstances on which I believe this allegation to be founded I will state. After the proceeding was concluded, and after I had decided to grant the certificates—

107. *Mr. Hutchison.*] Were there more than one ?—There were two certificates in this transaction. After the certificates were prepared and signed by me, and after Standish had signed the memorandum on one of them agreeing that it was to be made out in the name of Walker—in fact, at the end of the proceedings—I wrote a telegram in the presence of all the people concerned, and I believe in the presence of Mr. Richmond (I am not sure whether he had left)—but I wrote a telegram. Here it is : “Collect.—To James Russell, Auckland.—Certificate granted to Walker, but the legality of the proceedings very doubtful.—(Signed) J. E. MACDONALD.” I handed that to Mr. Standish there and then. I said to him, “Do not say anything to these people.” What I said I said aloud, so that they could hear me.”

108. Then there was nothing confidential in the matter—in the telegram ?—Yes, this much : that I told Standish not to say anything to the people present.

109. *The Chairman.*] Standish was Owen's solicitor, was he not ?—Yes. I did not use any such words as are mentioned in the petition. I did not use the words, “Here is a confidential telegram from James Russell, of Auckland, that settles all.” I did not say anything of the kind.

110. *Mr. Hutchison.*] I should like to put one or two questions to you, not so much in respect to the allegations in the petition as in regard to the question of procedure. Here you have a lease for thirty years, with a right of renewal for thirty years more—a perfectly new arrangement. The old lease was for twenty-one years without any right of renewal ?—My certificate had simply the effect of relieving them from penalties if they got the lease. I had no right to give them a certificate at all unless there was a contract of some sort before July, 1886.

111. Did you keep a copy ?—No ; it is not necessary.

112. You would ascertain whether the subsequent dealings had been on the lines of the contract ?—I had nothing to do with the subsequent dealings. The original certificates would have to be produced before the Registrar of Deeds before any deed would be accepted. If you will look on that telegram you will see two numbers : these two numbers were put there for the purpose of identifying my certificate with the contract.

113. Your certificate would not indicate the terms of the contract ?—No.

114. As a matter of practice, would the Commissioner have the original agreement ?—No.

115. Would Judge Wilson have it ?—No. The transaction was founded on an agreement to lease, not upon a lease.

116. The agreement would be good enough to establish a contract. Do you know where the originals are ?—I have no doubt they are in the possession of Mr. James Russell.

117. The petitioner says that one of the names is forged—that it was a forgery, and had been procured since July, 1886 ?—When the case was before me the fairness of the agreement upon which the certificate was applied for was not contested ; the body of the contention was whether Stockman should hand his interest over to Owen or to Walker.

118. *Major Jackson* : Did not Owen and Walker produce their documents ?—Owen had no document from Stockman.

119. *Mr. Hutchison.*] On what ground did Owen apply ?—On two grounds : One was an allegation in printed form that he had an agreement for a lease of 10,000 acres, which included the Mangapapa Block ; the other was that Stockman and he had an agreement subsisting between them ; that Stockman was his partner, and therefore he ought to have the benefit of Stockman's contract.

120. Was this contract with Stockman what Walker got the certificate on ?—Yes. Owen produced a most elaborate engrossment of a deed all in due form, but without a single signature. At the foot of this document, however, quite apart from the place where the signature should be, but