

operations, and in the early part of June, 1887, effected a written agreement of partnership with Stockman in continuation of the previous arrangements.

6. That at the time of signing the written agreement last mentioned Stockman produced to your petitioner the agreement in the handwriting of your petitioner's brother, dated 1882, between the Natives and George Stockman and your petitioner, and informed your petitioner, in the presence of his solicitor and others, that applications had been made to the Chief Judge of Native Land Court for a certificate under section 24, "Native Lands Administration Act, 1886," upon that agreement; that he had no other agreement upon which the application could be made; that on appearing in person and by counsel before Chief Judge Macdonald, in New Plymouth, on the fifteenth day of June, 1887, respecting the application of certificates under the Native Lands Administration Act, to enable the completion of the transactions, your petitioner discovered that Stockman requested the Chief Judge to transfer the certificate to one Nevil Walker, who, with a half-caste woman that accompanies him, are well known in Native-land transactions in the North Island.

7. That it appeared that Nevil Walker was acting for Thomas Morrin and James Russell, of Auckland.

8. That your petitioner's counsel, Arthur Standish, Esq., strongly objected to the granting of the certificate to the said Nevil Walker, upon the grounds, *inter alia*, that the application for the same was made by George Stockman upon the agreement made between your petitioner, Stockman, and the Natives, and that Stockman was committing a fraud against your petitioner.

9. That upon the face of these representations and objections the Chief Judge granted the certificate to the said Nevil Walker, to the great injury of your petitioner.

10. That previously to the sitting of the Court on the fifteenth day of June your petitioner and others saw an officer of the Court, named Thompson, proceeding hastily over New Plymouth in search of Stockman; that this officer informed your petitioner and others that the Chief Judge wanted to see Stockman, and that he, the officer, was directed by the Chief Judge to "work" for Walker.

11. That during the argument by your petitioner's counsel, in opposition to the granting of the certificate to the said Nevil Walker, the Chief Judge, J. E. Macdonald, Esq., drew from his pocket a telegram, and, handing the same to Mr. Standish, used the words: "Here, Standish, is a confidential telegram from James Russell, of Auckland. That settles all."

12. That your petitioner has reason to believe that the said confidential telegram was hostile to his interest, and favourable to the interests of the said James Russell and of Thomas Morrin, who were employing the said Nevil Walker and the half-caste woman.

13. That these foregoing facts leave no option to your petitioner but to allege the belief that the Chief Judge was in private communication with both Stockman and Russell, hostile to your petitioner's interest.

14. That, consequent upon the granting of the said certificate, the said Nevil Walker has obtained Native signatures to certain alleged leases of land known as Mangoirā and Mangapapa, on the north bank, Mokau.

15. That every signature was obtained subsequently to the issue of the said certificate to absolutely new documents upon new transactions, and not in accordance with provisions of the Native Lands Administration Act, that provides for the completion of incomplete legal transactions only.

16. That the terms of the said alleged leases are for thirty years, with a covenant for renewal for another thirty years at any time; virtually a sixty years' lease, contrary to law.

17. That the alleged leases were placed before Mr. Rawson, Trust Commissioner, in New Plymouth; that your petitioner and others objected to the said leases.

18. That subsequently, unknown to your petitioner, the leases were removed from Mr. Rawson's office and placed before Judge Wilson, Trust Commissioner, who passed the lease known as Mangoirā, unknown to your petitioner.

19. That, upon requesting to see the agreement for the block known as Mangapapa, your petitioner and others discovered that a fraud had been committed, namely, that the name of Mare Kura, a Native woman, had recently been placed upon the agreement, and made to appear as if it had been placed on in 1881.

20. That this woman, Mare Kura, was the only lawful owner's name on this agreement.

21. That the fraud was committed by Charles Brown (Native agent), George Stockman, and Heremia. Your petitioner believes that Nevil Walker was a party to the fraud.

22. That your petitioner and others objected to the passing of lease known as Mangapapa upon various grounds; that the Natives also objected; but Judge Wilson ignored all objections and passed the block.

23. That the Justice of the Peace, Charles Brown, before whom the alleged leases were signed, is a Native land-dealer; that your petitioner believes that he held some pecuniary interest in securing the signatures to the alleged leases; that he obtained the signatures of three Natives personally, and paid them their moneys without any negotiator being present; that he was heard by several witnesses to solicit the signatures of certain Natives at Mokau; that he held private consultations at night with others, that induced them to sign; that he appeared before the Trust Commissioner, on behalf of Messrs. Russell and Morrin, and argued in support of the alleged leases signed in the presence of himself, and he produced a certain communication from James Russell to the Trust Commissioner; that he permitted the names of persons who had never seen the alleged leases, and who were residents in Waikato, to be attached by another Native to the said leases before the first day of July last; that authority for such signing was not possessed until some days after; that he permitted one Native to sign for others who were not present, knowing such to be contrary to law; and that in connection with the leases he induced a Native named Huia to commit a wilful perjury in an affidavit, in the office of one Mr. Hughes, solicitor, New Plymouth;