

8. Had you ever the original document in your possession?—No; that copy was made at the Native Land Court.

9. Had you ever the original document in your possession?—I never had it in my own possession.

10. How do you say you got a copy?—It was applied for by the Trust Commissioner, and a copy was made by my own clerk, but not authenticated by the Court in any way.

11. In the second clause of the petition you say that these documents were of no “legal value or effect”?—Yes; but afterwards they were raised into value by the certificate. That is the basis of Walker’s title. Mr. Stockman obtained money in all directions to carry on his mining projects, and spent it. In the beginning of the year 1885, as stated in the petition, he opened a coal-mine on his own account, and very soon got into debt to a number of persons, and, amongst others, to those mentioned in the petition—Messrs. Boswell, John Swanston, Thomas Atkin Poole, and Alexander Gilmour. He owed these men about £70. He could not pay them, and he agreed to let them mine on their own account on another part of the block. The place had been prospected before, but had been given up as not being so good as Stockman’s own mine.

12. He agreed to let them have a portion of the block for £70?—Yes. That was in the beginning of 1885. I had nothing whatever to do with the coal-mine at the time. I was employed as solicitor to Boswell and party. In accordance with instructions from Boswell, I prepared an agreement for the purchase of coal. I may state that “The Native Lands Alienation Restriction Act, 1884,” known as Mr. Bryce’s Act, absolutely prohibiting all dealings with the land in that district, was in force at the period I speak of. I had to advise Boswell that he could get no title to the land under those circumstances, but that it would be lawful to enter into an agreement with the Natives for the purchase of coal severed from the land—to purchase coal delivered at the river-bank—and that an arrangement could also be made for Boswell to mine it as agent for the Natives. An agreement was accordingly drawn. I produce the original, dated the 20th February, 1885. I wish it to be clearly understood that it is produced not as asserting a claim to land in any way, but to show that whatever claims Mr. Stockman had he had ceded to the company. Almost immediately after this agreement was prepared Mr. George Stockman came to my office and asked me to prepare a similar agreement for him, between him and the same Natives, as regards the other part of the block—the inland part; the block is divided approximately into two halves by the Mangakawhia Creek, upon which his own mine is situated. I did so. The agreement is nearly word for word the same as the other agreement. When it left my office the words “schedule as above referred to” were upon it, but no schedule was inserted as to what the land affected was. I understood it was the inland part of the block. It came back to me with a sketch-plan upon it showing the Mangakawhia Creek as the seaward boundary. I had no draft of the deed, but by good fortune I became possessed of this copy, which was prepared in the office of Mr. Corkill, the Official Assignee. It had been lodged by another client in my office a long time since. I presented it to Mr. Corkill, and he informed me that it was a true copy of the agreement lodged with him by Mr. Stockman himself—that it was correct in every respect except that the words “south boundary,” “west boundary,” “east boundary” had been added to the sketch-plan since it left his office. An assignment indorsed on this copy agreement is signed by George Stockman himself. I put it in as evidence. The plan shows which part Mr. Stockman then claimed. I may state that this deed was prepared after the deed of the 20th February, although it is dated the 19th February.

13. Are the names those of the same Natives?—I think they are the same set of Natives.

14. Are the signatures the same to both deeds?—A good many of them are the same. Both of them include the principal owners.

15. Where is the original of this deed?—It is in Mr. Stockman’s possession. At that time I had, and have still, I may say, some pecuniary claim upon Stockman. I produce this letter from him, dated the 27th May, 1876, as proof of his being a consenting party to the deed—as having waived his claim to the seaward part of the Mangapapa Block. [Letter read and handed in.] Shortly after the date of this agreement, the Mokau Coal Company was incorporated to work Boswell’s mine, and the agreement was assigned to the company. The assignment is lodged in the Joint Stock Company’s Office in New Plymouth, and I am unable to produce it; but I state that from my own knowledge. The company has been working this mine in a small way ever since, with the full knowledge of the Colonial Government. Mr. Ballance is well aware of it, and has once or twice promised me assistance to obtain the lease. It has been worked from 1885. I merely mention this to show that we were not looked upon by the late Government as intruders in the district, and that we were recognised as working there legitimately. The late Government expended two sums of money in clearing the river, our company being the only traders on the river.

16. You state in the petition “That up to the 22nd day of June last, the date of the execution of a certain lease of the whole of the said Mangapapa Block to one Nevil Septimus Walker, your petitioners had every prospect of obtaining a lease on favourable terms of part of the said block.” What year was that?—The 22nd June, 1887.

17. You state that the deed is dated the 22nd June, 1887?—Yes.

18. You further state in the petition “That the execution of the said lease to the said Nevil Septimus Walker was obtained by virtue of two certificates issued by His Honour Chief Judge Macdonald, and purporting to be granted under sections 24 and 25 of ‘The Native Land Administration Act, 1886,’ respectively”?—Yes. It may be asked why the company did not apply to Chief Judge Macdonald himself for a certificate. I state, in reply to that, that I advised the petitioners that nobody had any document at that time which would support a certificate under those clauses—neither the company nor Mr. Stockman. I heard that Mr. Stockman was applying to Chief Judge Macdonald, but I took no notice of it, knowing that there could not, from the nature of things, be a document in existence which would support a certificate under those clauses.

19. The coal company made no application?—No; we made no application. Although we claimed to have any rights that Stockman had, as regards the seaward half of the block, we did