

has necessarily to relate to the shares of, and to be signed by, owners who did not sign the first.

And, again, the lease, which can be legally obtained by virtue of a certificate under section 25, must be limited to the shares of those owners who did not sign the lease produced for the purposes of section 24, and who did sign the writing or agreement produced for the purposes of section 25. Nevertheless, in the present case, the singular agreement of the 27th December, 1881, between certain Natives and George Stockman, has been made mutually to serve contradictory duties, as shown by the certificates produced: first, as a lease of some shares of the Mangapapa Block to Messrs. Stockman and Walker; and, secondly, as an agreement by some of the owners, who have not signed a lease to let their shares to N. S. Walker, or to G. Stockman, through whom he claims.

And, finally, a lease has been certified to by Judge Wilson, as Trust Commissioner, which, assuming both Judge Macdonald's certificates to have been legal, could not have been legally executed by any single owner of a share in the Mangapapa Block.

TUESDAY, 5TH JUNE, 1888.

Mr. HENRY ROBERT RICHMOND'S examination continued.

20. *The Chairman.*] Will you continue your evidence?—Shortly after these certificates were granted, and before the lease to Nevil Walker was signed, I saw Wetere Te Rerenga—a Mokau chief—with three or four of the principal owners of the Mangapapa Block, in New Plymouth. Shortly before this the Hon. Mr. Ballance had written to Mr. Wilfred Rennell, at New Plymouth, asking him to ascertain what Natives wished about leasing Mangapapa. I therefore asked Wetere to go with me with those owners to Mr. Rennell and state what they really did mean. Wetere, the spokesman, made a statement to Mr. Rennell, which is embodied in this letter to the Native Minister, which I now produce, dated New Plymouth, 18th June, 1887. That is four days before the lease to Nevil Walker is dated. Before Wetere and those Natives left New Plymouth for Mokaū he passed my office door, and I asked him to be faithful—to keep faith with the company. Wetere said to me, “Have you got the lease ready?” I said, “No; the law won't allow me to take a lease at present.” Immediately after that they went to Mokaū, and were persuaded to sign this other lease, under the certificates granted by the Chief Judge. They were persuaded to grant a lease of the whole block to Nevil Walker, under the certificates granted to him by the Chief Judge. I heard that the deed had been signed and lodged with the Trust Commissioner for his certificate. It was first lodged with Mr. Rawson, who is the Resident Magistrate and Trust Commissioner. I prepared objections and lodged them with Mr. Rawson. I soon afterwards heard the application had been removed from Mr. Rawson's office, and the next I heard of it was that it was to be heard by Judge Wilson, a Judge of the Native Land Court. I produce a copy of the objections which I lodged. After argument, a written decision was given by Judge Wilson, as Trust Commissioner. I produce a declaration by Te Huia, dated 1st July, 1887, which was lodged with the objections.

21. There is no date to this document (the notice of objections)?—There is no date attached to it, but its validity would be shown by the date on which it was filed. I also produce a statement by the Mokau Natives, dated July, 1887—some of the owners of the Mangapapa Block. I do not place any great reliance upon this document; I put it in for what it is worth. The following is an extract from a letter from myself to Judge Wilson, as Trust Commissioner, in further support and explanation of my argument in the objections lodged. (Reads extract.) After argument before the Trust Commissioner he gave his written judgment. (Document read and handed in.) The only document produced on the requisition of Judge Wilson, in support of both the certificates granted to Mr. Walker, under “The Native Land Administration Act, 1886,” was the agreement of the 27th December, 1881, made before the title to the land was ascertained by the Native Land Court. I read this to show that Judge Wilson took not the slightest notice of my legal argument, whether right or not. I wish you to observe, in regard to that judgment, that it entirely ignores the argument; it does not attempt to answer it. And more especially I wish to observe with regard to the way in which Te Huia's declaration is set aside—that no inquiry was instituted by the Trust Commissioner to ascertain which of the declarations by Te Huia was true. Te Huia volunteered the statement to me, without any solicitation whatever, that he did not understand the contents of the deed, and asked me whether I would not put it down in writing. I therefore drew out that declaration, which he signed before Mr. Thomas King. He was perfectly sober when he signed it. I think the character of Mr. King is a guarantee that he would not see a declaration signed by a drunken witness. I wish to explain to the Committee why I did not attempt, or go far, at any rate, in attempting, to get redress in the Supreme Court. I did lodge a notice of appeal against this decision of Judge Wilson's as Trust Commissioner. I put in the notice of appeal and forwarded it, as far as I could, to every Native concerned; but there was grave doubt whether we had any status in the Supreme Court at all. There was doubt whether, under the Native Lands Frauds Prevention Act, any person can be said to be aggrieved who had not a claim or title to the land or to an interest in the land. Our grievance was not that we had a claim to an interest in the land which had been overridden, but that an unfair advantage had been given to others who had also no claim, and who were less entitled to consideration than ourselves. The clause of the Native Lands Frauds Prevention Act uses the words, “Any person aggrieved may object,” and the regulations under it apparently restrict this operation so far as they can do so. The definition is that a person aggrieved must be a person claiming an interest in land. Under these circumstances the risk and the expenses of an action in the Supreme Court, whatever the equity of our case might be, would be more than we could stand, and we did not prosecute the appeal, believing that we should be able to get justice elsewhere.

22. *Mr. Hutchison.*] Did the Native owners of this land complain of what has happened?—They are somewhat indifferent; they got well paid for what they did; but I believe they are willing to do justice now if they are not got into the grog-shop. I cannot fight this battle in the publichouse, and will not try.