

23. This land has been through the Court, has it not?—It is now. It finally passed through the Court in September, 1886.

24. What is the date of the agreement under which you claim?—We do not claim under any agreement.

25. What is the basis of your claim?—We are objecting to the favour given to others who had no legal claim.

26. On what do you claim a right?—We base our right to consideration from the fact that, under a personal agreement with the Natives, we were in occupation and had been mining for some years.

27. Is that an agreement of which you could have obtained specific performance in the Supreme Court?—I think so. So far as Mr. Stockman is concerned he had no rights at all under the agreement which has been put in, dated long before the land was passed through the Court. This agreement has been elevated into a sort of title to Mr. Walker.

28. That may be wrong; I am trying to find out the basis of your claim?—Our claim is merely to have Walker's lease set aside and fair play given.

29. When you come asking the Committee to interfere, we should know what basis of right you have; whether it is an equitable or legal position. Is it a legal position?—No.

30. Is it an equitable position?—I think so. It is a claim for fair consideration under the circumstances.

31. Based on what?—Based partly upon the same document upon which Mr. Walker got his certificate, because we are assignees of Stockman so far as one part of the block is concerned. It is based on actual occupation, the paying of the Natives—working under a separate agreement with them with Stockman's consent.

32. But the root of this claim is prior to the land passing through the Native Land Court?—Yes.

33. You had no title?—I do not think so.

34. You simply want to put aside some other title that the Court has favoured others with?—That is so.

35. *Mr. Carroll.*] Was the document upon which the Court granted the certificate to Mr. Walker the document that was given before the land came before the Court?—That was the only document produced when the Trust Commissioner called for the production of the document upon which the certificate was founded. The proceedings before the Chief Judge were, to a certain extent, private; I do not know what documents were produced to him.

36. *The Chairman.*] Who were the certificates issued to?—The first was to Stockman and Walker together, and the second was to Stockman or Walker, through whom he claimed; one is in the alternative.

37. *Mr. Carroll.*] You can only speak with regard to the one before the Chief Commissioner?—Yes.

38. You believe that was the one that went before the Chief Judge?—If there was any other it must have been executed at a time when it was illegal to execute it.

39. You say in your petition that it was an agreement to lease for ninety-nine years.—Yes.

40. Are you certain of that?—Yes; to allow him to dig and mine for minerals, and to remove timber. It amounted to a lease for ninety-nine years.

41. The ninety-nine years appeared in the document when it went before the Commissioner?—Yes.

42. When was that term altered?—The original term was a much shorter term; I think fifty-two years. The erasure appears on the copy.

43. Can you say whether any alteration was made in the terms in the document when it appeared before the Trust Commissioner?—No; I do not know with regard to that. I propose to bring forward Mr. Jones to prove that Mare Kura was the only owner of Mangapapa Block who signed the document at all; her name was inserted long after the other signatures.

44. Was her name affixed when the land passed through the Court, or before?—I think it was in the year 1887.

45. You have stated in your petition that her name was affixed to the document quite recently, for the purpose of satisfying the Commissioner?—I wish to point out that, supposing her name was there rightly, she was the only person who could legally sign a new lease. The whole action is illegal—completely and grossly illegal.

46. *Mr. Taipua.*] Were the terms of your lease similar to those of the lease to Walker?—No; we had not a lease of land; we had only an agreement to take coal and buy coal.

47. Was it in Walker's lease that a provision was inserted that the Natives were to take the coal?—No; Stockman had an agreement for one-half of the block, and we had an agreement for the other half; Walker's lease was afterwards.

48. And after the land had passed through the Court, was a certificate given legalising Walker's lease?—A certificate was given which enabled him to get the Natives to sign a lease; nobody else could apply.

49. *Mr. Parata.*] Was Stockman one of the owners of that land according to Native custom?—No.

50. Who was he an agent for? Was he an agent for the company?—No; he was working for himself, trying to get a claim on the land for himself. He got the agreement which has been put in evidence in December, 1881.

51. Then he was interested in two agreements made about this land, was he not?—Yes; he was interested in the agreement of 1881, and the agreement which I drew for him at the same time as I drew the one for the Mokau Coal Company.

52. How is it you did not bring down any Natives interested in this land to give evidence in support of your petition?—I considered the case strong enough without. It is a very costly thing