

to bring Natives down here. We asked that a Commissioner should be appointed to inquire on the ground from all the Natives.

53. Had the land passed the Court prior to the agreement made in favour of Stockman?—No. The Natives are very much influenced by their chief, and the chief Wetere, who was our friend for a time, and to whom we paid money in the hope of getting us a lease, has used his influence against us latterly. He is a shareholder in the Mokau Coal Company himself. Some of the Natives are faithful to us.

54. Did any of the Natives object to the granting of the certificate in Walker's favour?—I put in the objections of some of them: that is all I can say.

55. How many did object?—I think there were six.

56. How many owners are there in the block?—There are twenty-two: four are absentees, and five are infants.

57. *Mr. Taipua.*] Are you aware that Mr. Walker acted as an agent for some company in Auckland for the purchase of land?—I am aware that Mr. James Russell and Mr. Morrin, of Auckland, were connected with him in respect of this matter.

58. *Mr. Taiwhanga.*] How many Natives are in your favour?—I could not tell you. I believe there are four or five, and others would follow them. They are very much influenced by their leaders.

59. *Mr. Taipua.*] Do you know if those Europeans were associated with Mr. Whitaker in this land?—I have no reason to think so. The Chief Judge stated before the Committee of the Upper House that he was in telegraphic communication with Mr. James Russell about this case, and he informed him, by telegram: "Have granted certificate to Walker; very doubtful as to its legality," or words to that effect.

60. *The Chairman.*] Have you given notice to any of the Natives, to Mr. Stockman, Mr. Walker, Mr. Russell, or Mr. Morrin, that you were going on with this petition?—No; I have not given any notice one way or the other. They knew it was on last year, when it was not heard by the Lower House.

61. Do you think it would be necessary for us to have some evidence from these people before we could arrive at a decision?—What I am asking for is that no measures may be taken to confirm this lease, and also that a Commissioner may be appointed to inquire into the real truth of the case on the spot. I do not think there is anything unjust to anybody in that.

62. But supposing this lease was not confirmed, and the last prayer of your petition granted by this Committee, how would that benefit you or your company in any way?—It would only leave it open to us to obtain a lease from the Natives. We should have no special protection, certainly. What we should prefer, if it can be granted, is that a Commissioner should be appointed, with power to do what he thinks just to all concerned.

63. It appears from the petition that you think something illegal has been done by the Chief Judge?—Yes; I think he admits it himself. It would put us in an unfair position. It requires remedying. It is the act of a Government officer, and it requires interference to put us back in as favourable a position as before.

64. You gave notice of appeal to the Supreme Court?—Yes, but I withdrew it, because I thought it was doubtful whether we had a standing before the Court at all.

65. You did not test the question as to whether you had a standing or not?—No.

66. Did you take any legal opinion beyond your own as to whether you had standing or not?—No.

67. What was your own opinion?—My own opinion was that the probability is that we would fail simply on the ground that we had no claim to land—that we had no estate or interest in the land.

68. Stockman's interest was in the land as well as in the coal?—Yes. We contend that we had Stockman's interest as regards the block.

69. *Mr. Taiwhanga.*] Is Te Rerenga in your favour?—He was a few days before the lease was signed. He offered to get the lease signed two or three days before.

Mr. JOSHUA JONES examined.

70. *Mr. Richmond.*] Will you state what you know with regard to this agreement of the 27th December, 1881. When it first came into your hands—the agreement between Stockman and the Natives, upon which the certificates are based?—It is not complete; there should be a plan on this agreement.

71. *Mr. Monk.*] Do you recognise the agreement without the plan?—Yes; it is deficient of the plan. It is a copy *minus* the plan and some writing.

72. *Mr. Richmond.*] Do you notice any erasures in this copy?—There is an erasure altering the term from forty-two to ninety-nine years.

73. Do you remember if that was on the original?—That was not upon the original in March, 1882.

74. Do you see any erasure further on—an alteration from one-fifth to two-fifths? Do you remember if that was on the original agreement?—That erasure was not there in March, 1882.

75. Did you see the agreement afterwards with any erasures upon it?—When I saw the agreement in October last it was in this condition.

76. Will you state what the differences were?—There is a name here which was not in the deed in March, 1882. The name of Mare Kura has been put in.

77. What position was that signature as regards the other signatures when you last saw the deed, and as regards the word "signatures"?—This deed is not exactly as the original. Upon the original the word "signatures" was in pencil, whereas here it is in ink. The name Mare Kura is put in over the word "signatures," and not below, where it should be,