

APPENDIX.

To the Hon. the SPEAKER and MEMBERS of the HOUSE of REPRESENTATIVES of the Colony of New Zealand in Parliament assembled.

The Petition of the Mokau Coal Company (Limited), and of the undersigned Henry Robert Richmond, of the Town of New Plymouth, solicitor, a shareholder in the said company, humbly sheweth,—

THAT your petitioners, the Mokau Coal Company (Limited), are a joint-stock company incorporated under "The Companies' Act, 1882," and established for the purpose of purchasing and selling coal, the produce of the Mokau coalfield, and for the acquisition of freehold or leasehold lands for mining purposes; and that your petitioner, the said Henry Robert Richmond, is a shareholder in the said company and solicitor for the same, and is duly authorised to act on behalf of the company in the matters referred to in this petition, and to sign the same on behalf of the company.

That for many years past one George Stockman, a half-caste of the Native race, has been engaged in negotiations for the acquisition of land for mining purposes, &c., from the Native owners of, or claimants to, lands on the north bank of the Mokau River, and has obtained from them certain agreements and promises with regard to the letting of these lands, none of which are of any legal value or effect.

That, in the beginning of the year 1885, the said George Stockman having opened a coal-mine on the upper or inland part of the Mangapapa Block, on the Mokau River, became indebted to Messrs. Alexander Boswell, John Swanston, Thomas Atkin Poole, and Alexander Gilmour for services rendered and goods supplied in connection with his mining operations, and otherwise.

That the said George Stockman being unable to pay these debts in cash, it was mutually agreed between him and the said A. Boswell and his party that the latter should open a second mine lower down the river on their own account, and that Stockman should yield to them any rights or claims he might have over the lower or seaward part of the said Mangapapa Block by virtue of any of the said agreements with the Native owners above referred to, and should consent to their entering into an independent agreement with the said Native owners for the purchase of coal from that part of the block.

That, in pursuance of this arrangement, the said A. Boswell, on or about the 9th February, 1885, gave instructions to his solicitor for the preparation of an agreement between himself and the others of his party above named of the one part, and the Native owners or reputed owners of the Mangapapa Block of the other part, for the purchase and sale of coal from the seaward part of the block, the law at that date not allowing of any lease or negotiation for a lease of this land, even if the title thereto had been ascertained by the Native Land Court, which was not the case; and that on or about the following day the said George Stockman gave instructions for the preparation of a similar agreement between himself and the said Native owners relating to the coal on the inland portion of the said block.

That the first of the above-mentioned agreements—namely, that between the said A. Boswell and party and the Native owners, was executed on or about the 20th February, 1885, the said George Stockman having himself explained the purport thereof to the Natives who signed it; and that the names of the Natives signing the same include those of the principal owners of the said Mangapapa Block, as since ascertained by the Native Land Court, and that the signatures of the said Native owners were all attested by the Mokau Chief Wetere te Rerenga.

That the second of the above-mentioned agreements was, as your petitioners are informed, soon afterwards signed by the same Natives, and contained a description of the boundaries of the upper or inland part of the Mangapapa Block, and a sketch-plan showing the Mangakawhia Creek as the seaward boundary of the land from which the coal to be purchased by the said George Stockman was to be taken.

That, shortly after the execution of the first of the above-mentioned agreements, the Mokau Coal Company was incorporated for the purpose of working the mine opened by Boswell and his party, whose interests under this agreement were formally assigned to the company by a deed dated the 4th July, 1885, and duly filed in the office of the Registrar of Joint-Stock Companies at New Plymouth.

That from the early part of the year 1885 your petitioners, the said Mokau Coal Company, have been working the mine above mentioned, the outlay upon the same having been, including incidental expenses, considerably more than £1,000.

That up to the 22nd day of June last, the date of the execution of a certain lease to one Nevil Septimus Walker of the whole of the said Mangapapa Block, your petitioners had every prospect of obtaining a lease on favourable terms of a part of the said block, having been throughout on the most friendly terms with the Native owners, who had been punctually paid for all coal taken, the amount received by them in this way to the present date having been nearly £100.

That the execution of the said lease to the said Nevil Septimus Walker was obtained by virtue of two certificates issued by his Honor Chief Judge Macdonald, and purporting to be granted under sections 24 and 25 of "The Native Land Administration Act, 1886," respectively.

That your petitioners respectfully submit that the issue of the certificate above referred to, purporting to be under section 24 of the said Act, was illegal, inasmuch as neither the said Nevil Septimus Walker, nor the said George Stockman, through whom he claimed, had theretofore leased the share or interest of some out of several owners of the land referred to therein as required by the said section 24.