

That upon being required by the Trust Commissioner under "The Native Lands Frauds Prevention Act, 1881," to produce the document upon which the said certificate under section 24 was granted, the said Nevil Septimus Walker produced only a certain agreement dated the 27th December, 1881, and purporting to be made between the said George Stockman of the one part and one Mare Kura, a Native woman, and other Natives, whose names are affixed thereto, on the other part.

That the said agreement was absolutely illegal and void under section 87 of "The Native Land Act, 1873," as regards the said Mangapapa Block, the title to which, at the date of the execution thereof, had not been ascertained by the Native Land Court; and that the said agreement is also in other respects of a nature which will not bear investigation, being vague, loose, and general in the highest degree, the purport thereof being to give the said George Stockman and his appointees the right for the term of ninety-nine years to enter at will upon all lands lying northward of the Mokau River which shall belong to the Natives signing the same, or in which they or any of them shall be interested, to open mines thereon, and dig and carry away minerals of any kinds whatsoever, and to cut, fell, burn, and use all trees and timber thereon, the consideration being one-fifth of the net proceeds of the sale of the minerals. This agreement is also altered by erasures in two important particulars, both alterations being in favour of the said George Stockman, and neither of them being initialed or marked by any of the Natives who signed.

That the said last-mentioned agreement was executed by one only of the Natives who have since been declared by the Native Land Court to be the owners of the said Mangapapa Block, and your petitioners are informed and believe that this one signature was added quite recently, and at a date when such signature must either have been prohibited by "The Native Land Alienation Restriction Act, 1884," or absolutely void and illegal under "The Native Land Administration Act, 1886," and that the same was so added for the sole purpose of making the said agreement appear, either when produced before Chief Judge Macdonald or when afterwards produced before the Trust Commissioner, to satisfy to some small extent the requirements of section 24 or of section 25 of the Act last quoted.

That the issue of the said certificate, purporting to be made under section 25 of the said Act, was also, your petitioners believe, absolutely illegal, inasmuch as, from the evidence of the said Nevil Septimus Walker before the Trust Commissioner, it appears that no document was produced to the Chief Judge in support of the application for this second certificate, except the vague agreement of the 27th December, 1881, hereinbefore described, which agreement was thus made to do duty for two different and totally inconsistent purposes—namely, as a valid lease of some shares in the block for the purposes of section 24, and as an agreement to let some or all of the remaining shares for the purposes of section 25.

That the issue of the said certificate under section 25 in favour of "Nevil Septimus Walker, or George Stockman, through whom he claims," was also, your petitioners respectfully submit, absolutely illegal, no power being given by the Act to grant a certificate to the assignee of a lease or agreement; and that the effect of this illegal procedure was to enable the said Nevil Septimus Walker to ignore and override all claims but his own upon the interests of the said George Stockman, such as they were, in the Mokau District.

That your petitioners did not apply to his Honour the Chief Judge for certificates under the said sections 24 and 25, as assignees of the said George Stockman in respect of the lower part of the said Mangapapa Block, because they were aware that the said George Stockman possessed no lease from or agreement with the Native owners which in any way satisfied the conditions necessary for the legal granting of certificates under those sections, and also that the Chief Judge had no legal authority to grant such certificates to assignees.

That the real wishes and intentions of the principal owners of the said Mangapapa Block with regard to the letting thereof were stated in their presence by the Chief Wetere te Rerenga to Mr. Wilfred Rennell, West Coast Reserves Trustee, on the 18th June last, four days before the execution of the said lease to Nevil Septimus Walker, and will be found set forth in a letter from Mr. Rennell to the Hon. the Native Minister of the same date.

That your petitioners are informed and believe that the said Native owners were induced to sign the said lease in contravention of their intentions expressed a few days before as above stated, partly by the advantage given to the said Nevil Septimus Walker by the possession of the said illegal certificates, against which there was no appeal, and from which it appeared that he, the said Nevil Septimus Walker, and the said George Stockman were the only persons in whose favour a lease could be executed by them, and partly also by false representations on the part of the said Nevil Septimus Walker and his agents, to the effect that the interests of your petitioners would not be interfered with.

Your petitioners therefore humbly pray that the said lease to the said Nevil Septimus Walker may not be validated, and that the said Nevil Septimus Walker may not be empowered to complete the same, or to obtain the execution of a new lease in the place thereof, until a full inquiry has been made into the premises, and that your honourable House will grant such other relief as in its wisdom it may deem expedient.

And your petitioners, as in duty bound, will ever pray.

(L.S.) H. R. RICHMOND,
for the Mokau Coal Company (Limited).
H. R. RICHMOND,
shareholder in the above-named company.