

Signed by Mare Kura, after being read over and explained to her in the Maori language by Charles Brown, Native Agent, a Native licensed interpreter not being available, and that she appeared to thoroughly understand the same, and consented thereto.—CHARLES BROWN, Native Agent.

He Kai titiro au mo te korero atare paraone raua ko Tamati pere ko Mare Kura, Heremaia, an adult male.

DEAR SIR,—

In consideration of your forbearing from disposing of the Tikorangi property, formerly Mr. E. Hopkinson's, now held by you as security for advances to me for the period of six months from this date, I undertake to promote your interests and those of the Mokau Coal Company in the Native Land Courts and with the Natives in procuring a lease of the piece of land mentioned in the agreement between Te Hina and others and A. Boswell and others on the most favourable terms that can be obtained.

H. R. Richmond, Esq., solicitor, New Plymouth.

New Plymouth, 27th May, 1886.

I have, &c.,

GEORGE STOCKMAN.

LETTER from Mr. H. R. RICHMOND to the CHIEF JUDGE, Native Land Court, with the CHIEF JUDGE's comments.

A certificate under section 24, Native Land Administration Act confers no right, but only relieves from the prohibition against acquiring Native land, enacted in sections 32 and 33 of the Act.

So that a certificate would not authorise any invasion of the company's occupation.

Mining "concerns," apart from ownership of land, are not affected by the Act.

The Act cannot be made to affect this agreement so far as it relates only to coal *after* severance, but so far as the agreement relates to coal *before* severance it relates to land, and in the instance of Mangapapa would be unlawful, and might subject parties to penalties.

Query: Had Stockman any claims to relinquish? the title not having been ascertained.

No lawful right or title can be invaded by reason of any certificate issued under the Act.

Ditto.

Conspiracy between Stockman and Walker in relation to their agreement could have no bearing on the agreement between Stockman and the

SIR,— New Plymouth, 11th June, 1887.

Being informed that certain applications under "The Native Land Administration Act, 1886," in respect of agreements for leasing lands on the north bank of the Mokau River, including a block known as the Mangapapa Block, are about to be heard by the Native Land Court, I have the honour, on behalf of the Mokau Coal Company (Limited), to ask for the protection of the Court in respect of its occupation of that part of the Mangapapa Block lying seaward of the Mangakawhia Creek.

The circumstances upon which this application is based are briefly: that prior to the month of February, 1885, Messrs. Alexander Boswell, John Swanston, Thomas Atkin Poole, and Alexander Gilmour were concerned, together with Mr. George Stockman, one of the applicants for a certificate under the Native Land Administration Act above referred to, in mining operations on the inland portion of the Mangapapa Block. At about the date last-mentioned it was agreed that Messrs. Boswell, Swanston, Poole, and Gilmour should separate from Mr. Stockman and others who were acting with him, and should open a mine on their own account at a point lower down the Mokau River.

Mr. Boswell and the three others working with him accordingly, with the full knowledge and consent of Mr. Stockman, entered into an independent agreement with Te Huia and others, the Native owners of the Mangapapa Block. This agreement was duly interpreted to the Natives concerned, and executed on or about the 20th February, 1885.

Before executing the same Te Huia, on behalf of the owners, applied to Mr. Stockman to know whether he was willing to relinquish his claims as regards this piece of land, and Mr. Stockman agreed to do so.

The benefit of the agreement of the 20th February, 1885, has since been formally assigned to the Mokau Coal Company (Limited), who were in possession for about fifteen months before the sitting of the Native Land Court at Waitara, in June, 1886, when the title to the Mangapapa Block was investigated.

It was during this sitting of the Court that the agreement between Mr. George Stockman and others and Mr. Nevil Walker, which is, I understand, now before the Native Land Court, was executed, although I am informed that a much earlier date has been placed upon it. Mr. Walker was fully aware of the occupation by the Mokau