

issued under section 24, and whether any of the said owners who have signed the present lease, did not sign the document or agreement referred to in the certificate issued under section 25 of the said Act.

7. That the lease in respect of which a certificate is now applied for is not for the same term of years as that for which the said Nevil Septimus Walker holds the shares (if any) acquired by him before the coming into operation of "The Native Land Administration Act, 1886," and that not being in accordance in this respect with the provisions of subsection (d) of section 25 of the said Act, the said lease is illegal under section 32 of the said Act.

For the Mokau Coal Company (Limited):

H. R. RICHMOND,

Solicitor for the above-named company.

*Documents lodged herewith.*—(1). Statutory declaration of Te Huia, dated the 1st July, 1887. (2). Statement relating to the circumstances under which leases to Nevil Walker of the Mangapapa Block and of other lands were executed, signed by six of the owners of the said Mangapapa Block, dated the 7th July, 1887, with letter to Mr. Commissioner Rawson attached.

I, TEHUIA, an aboriginal native of New Zealand, do solemnly and sincerely declare—

1. That I am one of the principal owners of the block of land at Mokau, known as the Mangapapa Block.

2. That on or about Wednesday, the 22nd day of June last, I signed a lease to one Neville Walker of lands on the north bank of the Mokau River.

3. That Charles Brown the younger, of Waitara, a Native Interpreter, was present when I signed the said lease, but that the lease was not read over or explained to me in the Native language or otherwise by the said Charles Brown or by any other person.

4. That Charles Brown, of New Plymouth, and John Shore, of Mokau, were the witnesses to my signature of the said lease.

5. That when I signed the said deed I believed that the part of the said Mangapapa Block lying west of the Mangakawhia Creek was not included in the lease, and that I did not intend that it should be so included, and that Kopa te Hira, another owner of the said land, then and there explained to Nevil Walker the intention of the owners as to this.

And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1882."

TE (his x mark) HUIA.

Declared by the above-named Te Huia after the contents of the above-written declaration had been read over and explained to him in the Maori language by Henry Philp, of Mokau, this first day of July, 1887, before me, T. KING, J.P.

Mokau, 7th July, 1887.

To the Government and all Government officials—Salutations to you.

WE, the people of Mokau, owners of land on the north bank of the river, request that inquiry be made into what has been done by Nevil Walker and Charles Brown, J.P., respecting the leasing of lands at Mokau.

1. That the deeds had no written statement in Maori of the contents thereof when they were signed, consequently the Natives did not understand what they signed upon either of the two deeds.

2. That many Natives openly asked to see the deeds in the Maori language before they signed. This was refused. There was no Maori statement upon either of the two deeds.

3. That the Maori statement was put on the deeds in New Plymouth after they had been signed at Mokau, and the Natives do not know what that statement contains.

4. That the Natives understood from what was said that the land of the coal company (Richmond's) was not included in Walker's deeds: it now proves that Richmond's lands are in the deeds (Walker's) that are signed. This is fraud. We desire Richmond to have the land.

5. That some signatures of the Natives in Waikato, who know nothing of the business and who have never seen the deeds, were written by a Native woman in New Plymouth, contrary to law.

6. That the lands have never been surveyed nor the interests of the owners partitioned.

7. That C. Brown, J.P., is interested with Walker. He negotiated the land, and he unduly solicited several Natives to sign. He was the attesting Justice: this is improper. Captain McCarthy, H. Philp, and Joshua Jones ought to be examined as to what took place when the deeds were signed, as they were present.

NGAKAPA TE AIRA (her x mark).

NGAKOTI (her mark x).

WATA (his x mark).

NGANUMU (her mark x).

NGARETA (her mark x).

NGARA (her mark x).

R. PATERSON, witness, 8th July, 1887.

Interpreted by Te Manutohe Roa.

EXTRACT from a LETTER from Mr. H. R. RICHMOND, Solicitor to the Mokau Coal Company (Limited), to Judge WILSON as Trust Commissioner under "The Native Lands Frauds Prevention Act, 1881," re lease of Mangapapa Block.

SIR,—

New Plymouth, 8th September, 1887.

Referring to the series of objections to the granting of your certificate as Trust Commissioner in respect of the lease to Mr. Nevil S. Walker of the Mangapapa Block, which I have lodged on behalf of the Mokau Coal Company (Limited), as the 6th of these objections is somewhat lengthy and involved, I desire to submit to you the following summary of my argument under that head:—