

No. 2080.—IN THE SUPREME COURT OF NEW ZEALAND, NORTHERN DISTRICT.—Between HUGH OWEN, of Nelson, in the Colony of New Zealand, Gentleman, and ARTHUR OWEN, of New Plymouth, in the said colony, Settler, Plaintiffs; and NEVIL SEPTIMUS WALKER, of Alexandra, in the said colony, Settler, Defendant.

TAKE notice that, unless within fourteen clear days after and exclusive of the day on which this writ shall be served upon you, you do file in the office of this Court at Auckland a statement of your defence to the plaintiffs' claim, a copy of which is herewith annexed, the plaintiffs may proceed in their action without having it heard in Court. If you file a statement of defence within the time above specified, you are hereby summoned to attend the first sittings of the Court at Auckland which shall be held after the expiration of twenty-eight days from, but exclusive of the day of service of this writ upon you; and take notice that if you fail so to appear the action may be heard and determined in your absence.

Dated at Auckland the nineteenth day of September, 1887.

To the above-named defendant.

N.B.—This writ is sued out by Samuel Hesketh, solicitor for the plaintiffs, whose address for service is at Wyndham Street, Auckland. The plaintiffs claim £10 10s. for costs of service of this writ and incidental thereto.

*Indorsement on back of Writ.*—This summons must be served on you within six months from the date thereof, or from the date of renewal, if renewed. If the last day for delivering your statement of defence fall on a Sunday or holiday, or during the vacation, such statement may be delivered on the day following such Sunday or holiday, or the vacation, as the case may be. You are specially warned that, if you do not file your statement of defence within the time limited, the plaintiffs may proceed in their action in your absence. If the claim is for a sum of money, and you pay such sum and costs before the expiration of the time for filing a statement of defence, proceedings in the action will be stayed; if you pay after the expiration of that time, you will be liable to pay any further costs your delay may have caused the plaintiffs to incur. If you confess the plaintiffs' claim, or any part thereof, you should sign and deliver your confession to the proper officer of the Court before the expiration of the time limited for filing your statement of defence, but you may deliver your confession at any time before the case is called on, subject to the payment of any further costs which your delay may have caused the plaintiffs to incur. If you admit only a part of the claim, you may, at any time before hearing, pay the amount admitted into Court, together with such amount for costs as you may consider yourself liable for, and you must forthwith give notice of such payment to the plaintiffs. If the plaintiffs proceed and recover no further amount than shall have been so paid into Court, they may be ordered to pay any costs incurred by you subsequent to receipt of such notice as aforesaid. Summons to secure the attendance of witnesses will be issued on application at the office of the Court. The office hours are from 10 to 3, except on Saturdays, 10 to 1, and except on Sundays and public holidays. During vacation—viz., 25th January to 10th March, the office hours are from 10 to 1. On Saturdays during vacation the office hours are 10 to 1. The Court holds two sittings in the year 1887, which commence respectively 3rd October and 5th December.

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. G. 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 Coal Company of the lower part of the Mangapapa Block, and the company's rights were verbally excepted by Mr. Stockman when signing the agreement with Mr. Walker.

No objection has ever been raised by Mr. Stockman to the company's occupation of the land referred to, or to its negotiations with the Native owners in respect thereof.