

Mr. Buchanan asked the Chairman's ruling on the last paragraph.

The Chairman ruled that the words in the last paragraph, "it is further regrettable that the usual obligations attaching to a confidential communication were not observed by those into whose hands Mr. Symes's letter passed," be struck out as part of that finding.

Resolved, on the motion of the Right Hon. Sir J. G. Ward, that all the words from the word "while" down to the word "terms" be struck out.

On the question being put, That the finding as amended be agreed to, the Committee divided, and the names were taken down as follow :—

Ayes, 6.—Mr. Graham, Mr. Hanan, the Hon. Mr. Millar, Mr. Myers, Mr. Reed, the Right Hon. Sir J. G. Ward.

Noes, 4.—Mr. Allen, Mr. Buchanan, Mr. Fraser, Mr. Massey

So it was resolved in the affirmative, and the finding as amended agreed to.

Report as amended agreed to.

Resolved, on the motion of the Chairman, to proceed with allegation No. 6.

The Chairman's draft report, with a statement of the evidence, and his finding as Chairman, reads as follows :—

CHARGES AGAINST MR. KAIHAU.

First Charge.

The Select Committee to which was referred the charges brought by the honourable member for Stratford, Mr. Hine, against Mr. Henare Kaihau, the honourable member for the Western Maori District, have to report as follows :—

1. The first charge against Mr. Kaihau is as follows :—

"That Henare Kaihau, in or about the year 1906, while a member of Parliament, conducted the sale to the Government of a portion of the Te Akau Block, and received from the vendors a commission or other sum of money"

2. At the hearing Mr. M. Myers appeared as counsel for Mr. Hine, and Mr. Skerrett, K.C., with whom Mr. Blomfield and afterwards Mr. Sharp were associated, for Mr. Kaihau.

3. The evidence, which was taken at length, shows :—

- (a.) That Mr. Kaihau was in the year 1903 the member for the Western Maori District in the House of Representatives, and still is the member for such district.
- (b.) That before and in the years 1906 and 1907, Mr. Kaihau carried on a business as a Native land agent and as conductor of cases before the Native Land Courts.
- (c.) That in November, 1906, Mr. Kaihau entered into certain contracts with a section of the owners of the Te Akau Block, belonging to the Ngatitahinga Tribe, by which Mr. Kaihau agreed that he should act as a Native agent for the owners in preparing for trial and conducting their case at the sitting of the Native Appellate Court, and should at his own cost and expense procure such legal assistance as he should consider necessary, and should pay all fees and disbursements necessary in connection with the investigation before the Appellate Court; also that he should negotiate with the Crown for the sale of 13,000 acres of the said block at a price of not less than £2 per acre.

The Ngatitahinga Tribe, on the other hand, by the same instruments agreed that Mr. Kaihau as such agent should receive as remuneration for his services 10 per cent. of the purchase-money paid by the Crown.

It was further provided by clause 5 of the said agreement that, should Mr. Kaihau not succeed in securing to the Ngatitahinga Tribe the 13,000 acres of the land then in question before the Appellate Court, or in selling the same to the Crown, the agreement should lapse, without releasing the Native owners from any reasonable claim Mr. Kaihau might bring against them for work already done, or thereafter to be done, and for all disbursements made by him in connection with the said lands.

- (d.) Mr. Kaihau appeared on behalf of the before-mentioned tribe before the Native Appellate Court which sat at Ngaruawahia in February, March, and April of 1907, and the Native Appellate Court by their judgment adjusted the boundaries of the Te Akau Block so as to increase the holding therein of the Ngatitahinga Tribe and of the Ngatipare Tribe (the latter of which was represented at the Court by Mr. H. D. Bell and Messrs. Hone Heke and Pepene Eketone) by about 13,000 acres.
- (e.) Mr. Kaihau paid the costs of counsel who appeared with him before the Native Appellate Court, and other costs and expenses in connection with the proceedings, amounting to about £800.
- (f.) The Native Land Purchase Department received from Pepene Eketone an intimation of the arrangement made between Mr. Kaihau and the members of the Ngatitahinga Tribe, and the Native Land Purchase Agents of the Crown were instructed not to negotiate for the purchase of any shares in the said 13,000 acres through Mr. Kaihau and not to recognize Mr. Kaihau in the transaction.