

No. 3.

Wellington, N.Z., 29th October, 1908.

DEAR SIR,—

Re *Mokau Land Petition*.

With reference to your letter of the 24th instant addressed to us, we cannot say that it quite correctly states what the position is. It would be better for us therefore to detail the facts in so far as they appear to be material, so that you can understand the present position.

As you say, the Select Committee reported and the report was adopted by the Legislative Council, we believe without discussion or dissent. The writer several times saw the Attorney-General with reference to the matter, and a perfectly plain intimation was given to him by Dr. Findlay that the Government would not either appoint a Commission to deal with or investigate the allegations in the petition. The Government, of course, cannot prevent dealing with the land, but we had an intimation from Dr. Findlay before the end of the session that no legislation would be introduced.

Mr. Dalziell is acting for Mr. Herrman Lewis, and an agreement has been arrived at provisionally between the writer and him which your statement does not tally with. This agreement, of course, has not yet been completely approved by you, though we have understood from you from time to time that you will acquiesce in its terms. In order that you may quite appreciate what the position is we enclose a copy of the draft which we have to-day sent to Messrs. Findlay, Dalziell and Co. You will see that in some respects it does not accord with what you state in your letter. We cannot, of course, say that it has been conveyed to us either by Dr. Findlay or Mr. Dalziell that these terms will be approved by the Crown, nor apparently is it necessary that they should. The matter is more one of private arrangement between you and the other parties in dispute than for the Crown, but the Attorney-General certainly told the writer that he had submitted a memorandum prepared some little time ago of suggested terms of settlement which are little different from those embodied in the draft to the Honourable Mr. Carroll, and that Mr. Carroll thought it was a fair arrangement in so far as the Natives were concerned. We have, of course, stated to you our opinion as to what the effect of not coming to some settlement is, but of course, that is a matter of deduction from the circumstances, and not a matter of what has been put to us either by Dr. Findlay or by Mr. Dalziell. There is one other matter in your letter which is not correctly stated—that is, that Messrs. Travers, Campbell, and Peacock, solicitors for the executors for the late Wickham Flower, are acting with Messrs. Findlay, Dalziell, and Co., in common interests. We cannot see that that is the position. The interests of Mr. Lewis and the executors of the late Mr. Flower, while they are in both cases antagonistic to yours, may conflict and undoubtedly in some respects they do conflict. We trust this letter is sufficient for your present purposes. If you require any further information kindly let us hear from you.

Yours truly,

STAFFORD AND TREADWELL.

Joshua Jones, Esq.

No. 4.

[TELEGRAM.]

London, 9th April, 1910. (Received in Wellington, 10th April.)

Jones, care Stafford, Treadwell.

RETURNED Madrid. Associated with company willing purchase Mokau, £100,000; two-thirds cash. Proposing construct harbour-works in accordance with your views, provided option given for next six months. Will remit by telegraph immediately £100.

JOHN CARR. ALLISON SMITH.

[REPLY.]

John Carr; Allison Smith.

15th April, 1910.

ARRANGING extension lease minerals. Wait fortnight. See Doyle.

No. 5.

HIGH COURT OF JUSTICE, CHANCERY DIVISION.

London, 1st November, 1907.

*Jones v. Flowers Executors.*

UPON motion being made by Mr. Ashton on behalf of the defendants on 1st November, 1907, to stay the action upon the ground of it being frivolous and vexatious, the Court dismissed the motion, and made the following order:—

In the High Court of Justice, Chancery Division.—Mr. Justice Parker.—Between Joshua Jones, plaintiff, and Sarah Jane Lefroy, wife of the Rev. Anthony William Hamon Lefroy, Archibald Bence Bence-Jones, Henry Kemp-Welch, and Sir Colin Campbell Scott-Moncrieff, defendants.

Upon motion this day made unto this Court by counsel for the defendants, that this action might be dismissed on the grounds—(a) that it is frivolous and vexatious and an abuse of the process of the Court; and (b) that all the matters in respect of which this action was brought were before the commencement of this action agreed to be referred to the Honourable Mr. Justice Bingham; and upon hearing counsel for the plaintiff; and upon reading the writ of summons issued in this action on the 7th August, 1907, an affidavit of Ralph Wickham Flower, filed the 17th day of October, 1907, and the exhibits then referred to, the exhibit R.W.F.1 being a certified copy of a memorandum of mortgage dated the 27th July, 1906, in the said writ mentioned, the following affidavits filed the 23rd October, 1907, namely—(1) an affidavit of Stanley Edwards, and (2) an affidavit of James Edward Hogg, and (3) an affidavit of the plaintiff filed the 31st October, 1907,—