

[For beginning of Evidence, see I.-5, Appendix to Journals, 1887.]

## MINUTES OF EVIDENCE (*continued*).

WEDNESDAY, 23RD MAY, 1888.—(Hon. Sir Robert Stout and Mr. H. D. Bell, Solicitor to the Manawatu Railway Company, in attendance.)

Hon. Sir ROBERT STOUT examined.

1. *The Chairman.*] The Committee understands, Sir Robert, that you wish to make a statement in reference to some evidence given before the Waste Lands Committee last year?—I do not know that it is of any importance to the question which the Committee has to discuss in regard to the claim of the Manawatu Railway Company. Perhaps it is unnecessary. But my name has been dragged before this Committee with reference to certain land which Major Kemp conveyed to Mr. Sievwright. I want to say that I never had any interest in it, and Mr. Sievwright and myself were not in partnership. I understood from Mr. Sievwright that he had advanced large sums of money to the Maoris, as well as having claims against them for costs, and that this land was given to him in payment. It was given by Kemp or the Maoris—I do not know in whom the title was—to Mr. Sievwright in payment of those claims. Mr. Sievwright, I believe, has not seen the evidence; but he says that if anything were to come out in regard to his claim he would like to be present. He says the land that has been given will not meet the claims he has against the Maoris. Mr. Sievwright lives at Gisborne. Even if he were to get £3 10s. an acre for it, that would not wipe out their indebtedness to him. I have no personal interest in the matter. I had nothing whatever to do with it.

2. *Mr. Bell.*] You do not suggest, Sir Robert, that any of the matters you refer to were brought forward at the instance of the Manawatu Railway Company?—Kemp said, in answer to a question from Mr. Travers, that he had given this land to Mr. Sievwright.

3. You were Premier in the late Government?—I was.

4. Have you read the contract between the Manawatu Railway Company and the Government of New Zealand?—I have read it.

5. Do you understand the question in regard to the unallotted land?—Mr. Nathan called on me once, and told me that the company had a claim against the Government.

6. Were you aware that the land which had been allotted to the company in the Forty-mile Bush had been withdrawn?—I do not think that came before me. I knew of it only from hearing about it. I do not think Mr. Nathan made any point of that. I thought that land at the other side of the Tararua Range was not to be included, as it was a different watershed. He said the Government had promised to give them land, which, I understand, they would have to purchase from the Natives. He asked the Government to give them the land, and to purchase it for that purpose from the Natives.

7. Did you agree to that?—I think that part of the contract was entirely illegal. The Government had no power to perform that part of the contract—to purchase this land out of loan-money, and hand it over to the company. I thought that was a thing we ought not to do. I do not think that we would be acting fairly to get loan-money, and to purchase with it Native lands, to be given to the company without Parliament being acquainted with the transaction.

8. Then, do I understand you that you would repudiate the contract entered into by Sir John Hall and his Government?—I agree that a succeeding Government is bound to perform the contracts entered into by a former Government. But if there is something more put into the contract than was there when the contract was before Parliament, and which Parliament had not sanctioned, then I say the succeeding Government has no power to agree to that.