

ing the purchase of lands in a particular manner. I have already said that I put the company out of my mind as much as possible. I carried out my object just as if there had been no company in existence. In my opinion this was a suitable purchase to make. I do not understand that it was altering the policy of the Government in acquiring land. I was proceeding as if there was no company at all.

71. Will you now look at the letter of July? [Letter dated 29th July, 1882, addressed by the Under-Secretary of Native Affairs to the secretary of the Manawatu Railway Company.] Now, I ask you whether this was part of the ordinary policy, to withdraw the land from the company?—This letter is addressed to the Manawatu Railway Company, and it was written by my instructions. It was written in reply to a letter from the company asking for the names of Maori owners and details of the moneys paid to Maoris, with a view to facilitating the purchase of land by the company. That was one of the requests made by the company—and improperly made, I think. They were not particulars that should have been applied for. I directed that they should not be given. But I say again that it was a part of the policy of the Government to retire largely, if possible, from those heavy engagements which were found to be in existence. Wherever the Government found it to be in the interest of the colony to close up these transactions by receiving back the advances, the Government did it. Public men are tolerably familiar with the Patatere Block. In that case Government offered to receive back the advances.

72. Did you write to the persons concerned in the Patatere Block, and inform them of the advances made to the owners?—I did not. If you will read this letter you will see that I refused to do it in this case.

73. They are in the margin?—Yes, the totals; but the total amounts are furnished in every case where they are asked for. But the details we did not furnish, and it was highly improper to ask for them.

74. Here is another letter of the same year [8th December, 1882]?—This letter was written in my absence. I am prepared to take the full responsibility of it.

75. I understand you you were not a member of the Hall Government when the understanding was arrived at which let in this 11th clause?—I should say not. These negotiations were going on, and had been almost completed when I returned to the Government. The agreement, I am pretty sure, was signed after I returned; but you are quite right in saying the understanding was arrived at when I was not in the Hall Government.

76. Sir Harry Atkinson has said in his evidence before this Committee that there was an understanding that land should be acquired if possible, for the purpose of fulfilling the purpose of that clause?—I wonder whether Sir Harry Atkinson explained the sense in which he used the words “if possible.” It may have been his opinion in a certain sense.

77. The question was put to you whether you were a member of the Hall Government at the time of the insertion of the 11th clause, and whether he had spoken to you about it?—If he had used the words “if possible” when speaking to me, he must have intended some limitation. He could not have meant that he would reverse the policy of the Government.

78. You were aware that the land which had been allocated to the company on the eastern side of the Tararua Range had been withdrawn?—I would like to explain about that. That is one of the points that I ought to make a statement upon. It was at first proposed to allocate the land on the eastern side of that range; but that suggestion was not long entertained. In point of fact, in all probability it could not have been legally done. At any rate, it would have been most distinctly in violation of the spirit of the Act, because that land was not likely to be benefited by the proposed line of railway. The position was this: that the Government were authorised under the Act to give the land adjoining the line of railway, retaining to itself every alternate section. That was according to one portion of the Act. It so happened there was no land actually adjoining the line. In consequence of that it might have been argued from that portion of the Act taken by itself that no contract could be made; but there was another part of the Act which gave the Government power to give land elsewhere, not necessarily in alternate sections, but in places likely to be benefited by the railway. It was at once pointed out that it could not be said that the land adjoining the East Coast Roads could be specially benefited, and it was immediately, by resolution of the Cabinet, taken out of the proposed allocation.

79. Did the Government of which you were a member mean to deceive them? Did you mean to treat the clause as having no effect at all? Did you intend to use a policy of evasion under this 11th clause?—No; because the policy of the Government was as well known to the members of the company at that time as it was to members of the Government. But I can see nothing in the agreement that implies that the Government should go out of their way in regard to their general policy in order to acquire this particular land for the company. I must say now that I believe the company themselves attached very little value to this expectation of Government getting land from the Natives. I have read over, for example, the speech of the then Minister for Public Works, Mr. Walter Johnston, in moving the second reading of the Thorndon Reclamation Bill. He made a very fair speech. He could not be accused of being unfriendly to the company. He gave in detail the land to be given to the company; but from first to last he did not say a word about the prospective acquisition of this land.

80. Mr. Walter Johnston was then a member of your Government?—Yes; he was a member of the Government.

81. Yet you say he deliberately left it out?—I did not use the word “deliberately.” I said that he did leave it out, and I mentioned the fact to show that but little value was attached to the expectation of the company at that time.

82. Well, there was a member of your Government leaving out all reference to the 11th clause?—I have said that I mentioned this as showing that the expectation of getting this land could not have been very great.