

22. Does it make any difference whether the crop is matured or not?—I do not think so.

23. They could cut a tree whether it was matured or not?—Yes.

24. And would not be liable for impeachment for waste?—That involves the existence of some other person who is not the vendor. Here we are dealing with the freeholders. They have not got a freehold interest, but they have an estate as nearly as possible analogous. They have a statutory right of disposal by sale, subject to statutory restriction; a right of devise by will; and in the event of intestacy, then the Court appoints successors; so that there is no one who can object to the waste.

25. It is open under the agreement for the Maoris, if they repented of their bargain, to test the matter in Court?—Undoubtedly, if, under the agreement, a Native thinks he has been deceived or that the agreement is invalid. All that is open to him.

26. Supposing a Native does not carry out his bargain, what is the security?—I should prefer not to discuss that. I agree that the position of the sawmiller is a very precarious one in law, but it is not desirable that I should discuss it further. I should hope the agreement would be carried out loyally.

27. But the sawmiller risks a good deal?—He risks all his plant. He may erect expensive works and the Natives may say, "I am not going to deliver this timber to you." The sawmiller has no interest in the land, and there might be a difficulty in enforcing his rights.

28. It is said that some of these contractors are spoiling the Natives; but, on the other hand, the purchaser is in a very precarious condition?—Yes.

29. And he has very little chance of enforcing his agreement?—Very slight.

30. Has there been, to your knowledge, any dissatisfaction on the part of the Maori owners?—I cannot answer that question, because I have not been in communication with the Maori owners.

31. But so far as your knowledge goes?—As far as my knowledge goes, absolutely none.

32. *Mr. Moss.*] Was every precaution taken to let the Natives understand that agreement when executing it?—I cannot say personally, except that it was placed in the hands of a respectable and able interpreter for the purpose of its execution, and there is a very complete typewritten statement in Maori of the contents.

33. Did they sign the Maori copy?—No; it is attached to the agreement in the usual way.

34. *Hon. Mr. Carroll.*] Who is the interpreter you refer to?—Mr. George Cook, of Foxton. That was before it was submitted to the Maoris. It is taken before Mr. Hawkins, of Wanganui, and George Cook, licensed interpreter of the first grade.

35. There is no chance of the Natives being misled or not understanding what they were signing?—No.

36. *Mr. Field.*] Was any solicitor acting for the Natives?—I cannot say.

37. You suggested that it would be improper for the Legislature, and contrary to the practice in the British Constitution, to legislate retrospectively. The difficulty of the Committee, or of some of the members of it, is this: that it was thought that in some cases perhaps the Natives had been got the better of by the sawmillers. Do you suggest that it would be improper for the Legislature to step in and invalidate or review every contract with the Natives? or, if that is not your opinion, how would you suggest to weed out the fair contracts from the unfair ones?—I think this: that the Committee is wholly incompetent, owing to their engagements and to the circumstances under which they sit, to consider whether an agreement is a fair, reasonable, or honest one. That must necessarily, I submit, be left to the ordinary law of the land. If the Natives have been dishonestly treated they have their remedy, and there is no lack of lawyers waiting to espouse their cause; and I can assure you that litigation with the Natives, even if successful, does not always mean that the successful litigant gets his costs. My opinion is that, whatever the Committee does with contracts executed subsequently to the Bill, they ought not to do anything that will affect agreements under the existing law.

38. *Hon. Mr. Carroll.*] When you say that things should be allowed to remain under the existing law, you do not refer to those laws that govern and affect dealings in Native land?—No; I mean laws apart.

39. And I think it is your opinion that the agreements and contracts for the timber standing on these blocks which are mentioned in the deed are not dealings in land?—That is my opinion.

40. Were they dealings with land, of course?—They would be void.

41. Did you have to refer to the English law in drawing up this agreement?—Yes, very carefully.

42. Because there was no provision in our Native Land Acts to enable any such contracts to be entered into?—That is quite true.

43. You said that the sawmillers were undertaking very great risk?—Yes.

44. That there was a possibility of a Native failing to carry out his bargain, and that there was no remedy for the sawmiller?—I said there was no very satisfactory remedy.

45. It was just possible he might come out second best?—Just so.

46. In fact, it is a speculation on the part of the sawmiller?—Yes.

47. Essentially so?—Yes.

48. There are good timber prospects there, and he is anxious to be first in the field to secure preferential rights?—Yes; but under this contract they have to start at once. I believe these lands are in the vicinity of the main trunk line, and directly railway facilities are given they are bound to start to cut and continue cutting. That is an expressed clause of the agreement.

49. Mr. Gamman said it would be impossible to send sawn timber away before four or five years, but that they would start operations and set up the plant. They would have a monopoly of 10,000 acres, 6,000 of which is timber land, for that time?—That is so.