

JOHN WILLIAM ELLIS, of Otorohanga, examined. (No. 6.)

151. *The Chairman.*] Have you any connection with the previous witness, Mr. Gamman?—None whatever.

152. *Mr. Fraser.*] You have certain properties leased from the Natives for sawmilling purposes?—Hardly that; we buy logs from the Natives.

153. *The Chairman.*] Have you any agreement?—Yes. I suppose it will not be necessary to publish it?

154. No, the same rule will be made with regard to your agreement as with others. It will not be published, but the Committee will have an opportunity of asking you questions upon it?—This is only a copy of the agreement [agreement produced], but it is an exact copy. [Provisions of agreement read.] The price paid for totara—felling, cross-cutting, and delivery on the wagon or truck—is 2s. 6d. per 100 ft.; matai and rimu, 1s. 6d.; kahikatea (white-pine), 1s. 4d.—all log-measurement.

155. *Mr. Moss.*] Would that include sap?—That includes everything—log-measurement.

156. *The Chairman.*] That is, girth-measurement?—Yes. We give them an extra 6d. on first-class heart of matai.

157. *Mr. Jennings.*] Who decides as to whether it is first class?—We have to decide. After it leaves the yard it so appears on the tickets.

158. *Mr. Remington.*] When is it delivered?—When it passes the boundary-line. Square totara piles are 5s. per 100 superficial feet in length; totara fencing-posts, £1 8s. per 100 posts; split strainers or sleepers, £2 5s. per 100; and fencing-battens, £1 2s. per 100.

159. *Mr. Vile.*] Is that for totara?—Yes. The waste is all put into the split stuff. House-blocks are £1 1s. 6d. per 100.

160. *The Chairman.*] What are the dimensions of those blocks?—There is no dimension given.

161. No specified lengths or sizes?—No.

162. *Mr. Hone Heke.*] What is the name of the block over which you have this concession?—Hohotaka.

163. Can you give us the area?—No; it has not been surveyed yet.

164. Can you give us any idea of the timber-area?—It is about 2,000 acres.

165. Is this the only Native block you have timber rights over?—No, we have blocks at Otorohanga and at Mangapeehi—Tiroa is the Native name.

166. What is the timber-area at Mangapeehi?—3,000 or 4,000 acres is the milling-area, but the bulk of the block is open pumice.

167. What is the block at Otorohanga?—There are several blocks there.

168. What would be the timber-area there?—We have been working there twelve years. There are about 200 acres left, I should say.

169. Whereabouts is this Hohotaka Block?—The nearest railway-station would be Matapuna, just on the banks of the Wanganui River. It is where the railway-bridge is being put over the Wanganui River, beyond Taumarunui.

170. What is the mileage from there to Auckland?—178 miles. The railage is 3s. 11d. from there to Auckland.

171. Have you any price with the Natives for other timber that you may cut—other than white-pine or rimu and matai?—It is all included in the one price of 1s. 6d. I think it is specified "any other timber."

172. There is none of this timber that you intend paying for on the saw?—It is all on the log-measurement.

173. The bonus is on matai only?—Yes.

174. In the event of the owners not felling and cutting, you would employ people to do that part of the work?—They have already let a contract to do that work for them.

175. They have already let a contract for the cutting?—Yes; to ourselves, on a separate deed.

176. Can you give us the contract price?—The price is 1s. per 100 ft. log-measurement.

177. That leaves how much?—1s. 6d. for totara, 4d. for white-pine, and 6d. for rimu.

178. *Mr. Jennings.*] How long have you been conducting milling operations in the King-country?—Between twelve and thirteen years.

179. Have you had any complaints from or disputes with the Natives during the whole of that time?—No; our tenants are the most envied people in the King-country.

180. *Mr. Herries.*] Has this land gone through the Court?—Yes.

181. You know who the owners are?—Yes.

182. Have you seen the proposed new clause in the Bill?—I do not know that I have seen the new one. I have seen the first one in the proposed Bill.

183. What is your objection to having your leases modified or ratified by the Maori Land Council?—They are given no power to do it; there is the trouble.

184. But if they were given power would you object to having your leases modified or ratified by them?—I would sooner have them submitted to an independent tribunal—say, the Supreme Court. I understand an Order in Council has to be issued, so that the Maori Council is simply a buffer.

185. Who drew up your leases?—A firm of solicitors—Messrs. Earl and Campbell, of Auckland.

186. And they assure you that they are perfectly legal?—Yes.

187. If any Native thought that a lease was not legal it is perfectly competent for him to sue in the Supreme Court, I presume?—Yes.

188. You are quite prepared to defend an action on the deeds you have got?—Yes.

189. And you are satisfied that they are legal, and you would defend an action?—The lawyers tell us so.