

20. *Mr. Remington.*] What date or dates were these agreements made?—About a year ago. One is dated December, 1902, the next is the same date, and the third is dated 15th August, 1903. The latter is the Okoheriki agreement. The two dated December of last year are subdivisions of the Waiteti Block, and the other is Okoheriki, adjoining the same block. We are not bush speculators in any shape or form. We could have got other blocks, but did not want them.

21. What is the area?—I think there are about 2,000 acres in Waiteti portion. There are three subdivisions in the Waiteti Block. In the Okoheriki there are about 4,078 acres, but it is not all bush. There would be, perhaps, getting on for 3,000 acres of bush, and probably 1,500 acres in the other block.

22. That would be, roughly speaking, between 4,000 and 5,000 acres of bush?—That would be the outside amount; it would probably be less. The bush is ragged at the edges, and we are not using some of it at all.

23. Have you estimated what it would amount to per acre to the Natives?—Yes; it would be about £10 10s. per acre.

24. That is for the cutting?—That is for the cutting and the royalty. The timber is not very thick in that locality. The basis of calculation there is about 10,000 ft. to the acre. I think that is the Government estimate of what the timber will produce there.

25. *Mr. Hone Heke.*] 10,000 ft. to the acre?—Yes. The Government estimate for the land about Mamaku is 10,000 ft., and it has been sold on that basis; but the mill-owners say it does not not average above 8,000 ft.

26. *Mr. Remington.*] You say that under the agreement the Natives will receive for cutting out that timber about £10 10s. per acre?—That is so.

27. Is there any matai or totara there?—There is no totara to speak of. There might be one tree in a thousand; and there is practically no matai.

28. For all practical purposes it is a rimu bush?—Yes. There is nothing else that we have been cutting.

29. Were these agreements made with a full knowledge of the Native Land Act?—I do not know about that. The Native land laws seem to be difficult to understand.

30. They were prepared, I suppose, by competent people, who understand the Native land laws?—They were prepared by a solicitor.

31. So far as you are advised they are absolutely valid and legal?—Decidedly.

32. And the Natives themselves are perfectly satisfied with the conditions?—Perfectly satisfied. I have received a telegram from Natives this morning, which I cannot put together myself because I only understand Maori sufficiently to give parts of it.

*The Chairman:* The Interpreter will read it.—[Telegram read] “Rotorua, 2/11/03.—To David London, Wellington.—Be you strong in holding on to our bush, lest it go under the bad Act now being framed. We are agreeable to the arrangements made by us (*i.e.*, you and ourselves), as they are satisfactory.—MATEHAERE, WHAREKIRI NAERA [*re*] Waiteti Nos. 2A and 2B Blocks. [and] TAUI KEREKERE and others in regard to Okoheriki No. 2C Block. TAMATI POURURU, Chairman of Committee.”

33. *Mr. Remington.*] In reference to any suggestions that have been made as to it being a matter of exploitation by the European of the Natives in connection with their bush, so far as the Natives are concerned they are perfectly satisfied with the arrangements?—Perfectly satisfied. The arrangements were given to them as a means of livelihood. The Natives were on the brink of starvation, and you will see that they all benefit by these agreements in reference to the bush.

34. How often are the payments made to them?—Monthly or fortnightly, or as often as they like to take them. We are only starting the new bush, and when I go back the money for the Natives will be ready for them. After that they will fix their own time as to when it will be most convenient to themselves, whether monthly or fortnightly.

35. You have spent a considerable sum of money in opening up the bush?—Yes, a good deal—more than £5,000—and there is a good deal more to spend.

36. *Hon. Mr. Carroll.*] In buying the plant, I suppose?—Yes, in buying the plant, erecting the mills, and so on.

37. They are assets that you claim?—Yes; the mill is on a freehold.

38. *Mr. Hone Heke.*] You have spent more than £5,000?—About £5,000.

39. In the laying-down of the tramways and putting up the mill?—Yes, for general purposes.

40. *Hon. Mr. Carroll.*] You do not mean to say that you are making a present of that to the owners?—By no means.

41. *Mr. Remington.*] The Crown Lands Commissioner of the Auckland Provincial District has himself had estimates made of the value of the bush in similar localities?—Yes.

42. And you are paying the full average price as fixed by the Crown?—Yes.

43. Then, there could be no exploitation whatever?—No chance of it.

44. Have you considered the effect, so far as yourself is concerned, not the Natives, if the proposed clause in the Bill were given effect to declaring all such agreements illegal?—If it touches our particular cases, as I presume it will, it will have a very serious effect upon us and also upon the Natives.

45. It would keep them in a state of impoverishment—you say they are already in a bad way—and you could not possibly go on?—We could not possibly go on, it would shut us up completely.

46. *Mr. Wi Pere.*] Which Act is referred to in this telegram?—I suppose it is this clause 31. Why I think it is this particular clause is because the first intimation I had of the intended passing of this clause 31 was by Tamati Poururu, the Chairman of that Committee, bringing to me a clipping from the *Auckland Weekly News* and reading it to me in reference to that clause.

47. Was it through that newspaper that Tamati obtained his information?—I presume it was. He could not have got it in any other way. He furnished me with the information.