

MINUTES OF EVIDENCE.

WEDNESDAY, 25TH SEPTEMBER, 1912.

Mr. Anderson : As some of the members of the Committee will remember, in 1910, the subject of this petition was gone into very fully, but the prayer of the petition at that time was that the petitioners should have the right to appear in the Supreme Court and there test the legality of the licenses held by Mr. Massey. The Department referred the matter to the Solicitor-General after considerable inquiries by departmental officers, and Mr. Kensington was advised that the matter could not be taken to the Supreme Court, and of course the petitioners were not satisfied. The petitioners considered that these licenses did not give a good title, and that any good title that might have existed originally had been forfeited by the effluxion of time. They are advised by five of the leading lawyers of this country that this contention is correct, and they come here again to ask this Committee and the House to so amend the law that they may be enabled to take the case into the Supreme Court. In addition to that the settlers in the Seaward Bush district, and the district generally, asked that reserves should be set apart from the virgin bush for the use of the settlers. At the present time the settlers there have no right to cut posts and stakes and other things in the bush areas, and consider that they should be allowed to do so after paying the proper royalty. After the petitioners brought their original petition relaxations were made, but they do not go far enough and the settlers cannot get the timber they require. Mr. Wallis, who understands the position very well, will make a statement and is prepared to answer questions, and Mr. Niederer will also give evidence.

MR. DALZIELL, Solicitor, made a statement and was examined. (No. 1.)

Mr. Dalziell : I represent Mr. Massey, who merely desires to say this: that the question of title to his licenses has been before several Committees. Last year it came before the Lands Committee and certain recommendations were made. On those recommendations Mr. Massey was requested by the Lands Department to agree to a modification of his leases. He did that, and entered into a formal agreement with the Crown, so that, so far as he is concerned, he will naturally wish to rely upon that agreement with the Crown. If it is desired to go behind that agreement, then I should like to ask that he have an opportunity of giving evidence. Having entered into the agreement pursuant to the recommendation of the Committee, he naturally does not quite understand that he should be asked to defend what the Crown has in fact given to him.

1. *Mr. Witty.]* What was the nature of the agreement—is the area reduced?—No, but the term of lease is. My client is advised that the Solicitor-General concurs that these titles are good, but he assented to a termination of his licenses.

2. *Mr. Statham.]* Does that agreement conflict in any way with the existing regulations?—No. The licenses were not issued under the existing regulations, but under old regulations, and it is merely cutting down what was given to him.

3. When these licenses were issued were not some of them issued under regulations that had expired?—The whole thing has been threshed out and many decisions were given by Mr. Cooper and Mr. Chapman before they went on the Bench. A very intricate question was involved, and the Department came to an agreement.

4. Was this agreement in the sense of a compromise?—Yes.

5. There was no opportunity given of having the matter threshed out in the Supreme Court?—No. On the advice of the Crown Law Office the Department apparently thought there was too much risk.

6. *Hon. Mr. Buddo.]* Is the agreement signed?—Yes.

7. *Mr. Anderson.]* Is this agreement made under any regulation at all?—The leases were granted under license, so any modification would be pursuant to any regulation.

8. Did not the Solicitor-General say that the bush would have to be cut out within a reasonable time?—Yes, and they fixed upon eighteen years as a reasonable time.

9. The Solicitor-General's opinion was based on the regulations of 1886?—Yes.

10. And he held that under these regulations a reasonable time must be read into the regulations?—Yes.

11. Mr. Massey, or his predecessor in title, had held these areas since 1888?—Yes.

12. And the opinion of the Solicitor-General was given last year—1911?—Yes.

13. So that Mr. Massey had held these areas for twenty-three years?—Yes, about that.

14. And the Department thought that a reasonable time would be a further eighteen years?—Yes.

15. That would be altogether forty-one years?—You must remember this: that all the leading counsel who had advised Mr. Massey told him that he could not be forced to cut the bush out in any particular time. It was a disputed question.

16. All the petitioners against Mr. Massey have always asked that the matter should be taken into the Supreme Court?—Yes, no doubt; but that was a matter of administration. The Department did not agree with it.

17. I suppose you know that the petitioners have always been willing to pay the costs of that action?—I was not aware of that.

18. *Mr. Statham.]* Mr. Massey could not rely on his title, and wanted to patch it up?—No, Mr. Massey had counsel who advised him that he need not hurry, that there was no limit to the time. The