

by law. The lease therefore seems to us to be invalid." But he forgets the special statute passed at the time the signatures were obtained. A Native lease is signed, say, to-day, but it might take twelve months or two years to obtain the remaining signatures.

45. Do you dissent from the opinion expressed in the next paragraph of page 4?—Yes, because Sir Robert Stout quotes the original lease.

46. "The lease therefore seems to us to be invalid": surely he was entitled to say that?—No; he was not sitting as a Judge—he was sitting as a Commissioner. It wants a Court of law to determine that. Further, the Commission under which he was sitting did not apply to these lands at all. It only applied to Native lands, and these lands were held under a certificate of title and were registered under the Land Transfer Act.

47. Why do you say these were not Native lands?—I say they were not, and I challenge you to say they were.

48. What was the need of the Order in Council before the syndicate took over the whole property?—To get the freehold; to cut the title from under my feet. My title was the leasehold.

49. There was need for the Stout-Palmer Commission, because when, later on, Herrman Lewis got the property your interest under the leases had nothing to do with the Native interests protected by the Crown until the property was sold to the syndicate. That is the point; we all know about that?—It is one of the first principles from the time of the Long Parliament that no person—not the Crown, not the King himself—shall inquire into the concerns of a private business without the consent of the parties; and this is my private business. This land was held under the Land Transfer Act, and was not Native land at all.

50. *Hon. the Chairman.*] With regard to private business, any matter contained in a petition ceases to be private business. Your petition is before the Committee?—I say that Sir Robert Stout had no right to inquire into my private business. Then he says the covenants were not performed. Well, I found the money to carry out the covenants. I went over to Australia and got the money. Just about this time the Natives threw my coal into the river and tore my fences down, and then these people from Australia, although related to me very closely, said, "We will not put our money into it." He says, "Now, this covenant" (to form a company to work the mines) "has never been fulfilled, and it is a continuing covenant. It has been said, however, that the Natives waived the performance of the covenant by a signed written agreement cancelling the covenant and receiving in lieu thereof an increased rent."

51. *Mr. McCallum.*] Well, that was done?—Yes, but he throws doubt upon it.

52. That is a pure matter of law?—He says other leases of the block were not obtained, and so on.

53. Sections 5 and 6 are all right, are they not?—No, they are not.

54. Go down to "1g, containing 2,969 acres, was, by partition order dated the 24th March, 1889, held by eighteen owners, eleven of whom have signed the lease"?—What he quotes here was all settled and signed. He had no business to inquire into this at all. The statute says, "subject to the certificate of the Trust Commissioner my lease shall be considered good, valid, and effectual." What he says is all wrong, and it is put here for the purpose of misleading. Then he goes down right through the various blocks.

55. Well, we will jump all that?—He says, "The rental is, in all the leases, entirely inadequate."

56. You query that?—This report is dated 1909. Now go back to 1876 and ask yourself whether Sir Robert Stout, with a thousand of his kidney, would have gone into that country? As an honourable man he should have gone back to that period and taken the whole thing into consideration. I will produce a witness to tell you that the rentals were a fair thing at that time. The rental was £125 for the first twenty-eight years, and double the amount for the next twenty-eight years, and there is a clause indemnifying the Natives against the rates and taxes.

57. Do you not know that they are merely peppercorn rentals for the whole of those leases?—No, they are not.

58. Have they been paid?—Yes.

59. Who paid them?—Flower's executors paid them.

60. Do you know that of your own knowledge?—I do. Do you assume that they have not been paid?

*Mr. McCallum:* I do.

*Witness:* I claim your protection, Mr. Chairman. Is it right that I should be told that I am wrong? I am on my oath. The rentals have been paid.

*Hon. the Chairman:* Mr. McCallum must accept your statement that the rentals have been paid.

61. *Mr. McCallum.*] I do. On page 7 of the report the Commission negatived the suggestion that the Natives had been induced to sign the lease through the supply of beer to them?—"This the Commission negatived, although it was plain that large quantities of beer were brought into the settlement at the time the 1882 lease was signed." In the 1888 inquiry, before G. M. Davy and Lieut.-Colonel Roberts, it came out that Apia took two hogsheads of beer for the use of all those people, and the Commissioners said, "We are satisfied that the beer was not used to influence the leases for Jones." That is put in here to damn my position.

62. But he negatived the suggestion?—He says, "Although it was plain that large quantities of beer were brought into the settlement at the time the 1882 lease was signed. The loss that has fallen on the Maoris through their want of business capacity and knowledge is great, and one cannot help feeling sympathy for them in the position in which they are placed. It does not seem to us that any sympathy is required for those who dealt with them in their leasehold transactions."