

150. You say that the Mokau Block was not Native land?—No, my leasehold was brought under the Land Transfer Act. Therefore Sir Robert Stout had no power to inquire into that—none whatever.

151. In clause 42 of your petition you say, "That in April, 1910, your petitioner received a cable from London offering to build a harbour at Mokau upon the Government lands and work the minerals upon the property"?—That is so.

152. "Upon this cable Sir Joseph Ward agreed with me verbally, in the presence of Treadwell, to purchase the freehold of the entire estate from the Natives, which was obtainable at £15,000, and grant me extended leasehold terms of the minerals in consideration of the harbour being constructed and an area of surface land for my family, leaving to the Government some 46,500 acres freehold upon which to place settlers. The alleged holder of the lease was to be compensated under section 375 of the Native Land Act. The Hon. Sir James Carroll agreed likewise, and the whole transaction could have been settled without further trouble or cost, but a few days later the Hon. Mr. Carroll informed Mr. Hine, M.P., Mr. Treadwell, and myself that the proposal had been rejected by Cabinet and would not be carried out"?—That is so.

153. Was not a similar suggestion made by the Stout-Palmer Commission that the Government should acquire the leasehold?—There is no such suggestion. Sir Robert Stout says the leaseholder is entitled to no consideration at all.

154. I think you can find that in the report?—I should like you to show it to me, sir. It is somewhere in the report that I am entitled to no consideration at all, or something to that effect.

155. It is on page 7 of the report—"The land held under lease would, we believe, be suitable for settlement, and could be largely developed. There seems to us little chance of either the mortgagor or mortgagees developing the land such as was contemplated when the lease of 1882 was first signed, and it is a question whether some arrangement might not be made between the mortgagor, the mortgagees, and the Maoris to provide for the suitable and immediate settlement of the land"?—Yes, but prior to that it says that Jones, the original holder of the leases, is not entitled to any consideration. It is somewhere there. When that report was made it must be borne in mind that Herrman Lewis, the then holder of the leases, was the client of Dr. Findlay's firm.

156. You contend that this refers to the mortgagor, Herrman Lewis, leaving you out altogether?—It is stated that I, the originator of the leases, am entitled to no consideration at all.

157. Coming back to your petition, paragraph 42, you say that you agreed verbally with Sir Joseph Ward in the presence of Mr. Treadwell that the Government were to purchase the freehold of the entire estate from the Natives, which was obtainable at £15,000, and to grant to you extended leasehold terms of the minerals in consideration of the harbour being constructed and an area of surface land for your family?—Yes, and for the trouble I had been put to.

158. Would that have been an absolute solution of the whole difficulty?—Yes. I asked Mr. Carroll if Dr. Findlay was at the meeting of the Cabinet which decided that nothing could be done, and he said, Yes; and I said in my heart, "That upsets the apple-cart." I felt in my heart that Dr. Findlay was at the bottom of it. The whole correspondence shows that I believe firmly that he upset it.

159. At this particular time when the agreement was discussed Herrman Lewis had only bought the leasehold interests?—That is so, you are correct; but I had my opinion about the clause being put into the statute to enable the Order in Council to issue.

FRIDAY, 18TH OCTOBER, 1912.

JOSHUA JONES further examined. (No. 9.)

1. *Mr. Statham.*] Yesterday we got to that part of your case where the Government refused to set up the inquiry recommended by the Committee of the Legislative Council?—Yes.

2. Will you tell me what Dr. Findlay's excuse was?—As conveyed to me verbally by Mr. Treadwell and also by letter he said I should not have the inquiry.

3. Did he say anything about the Solicitor-General's opinion?—Not then. That cropped up afterwards.

4. When did the Solicitor-General give the opinion that no inquiry could be set up?—It was after that.

5. Did it refer to the same inquiry?—Yes.

6. In 1910 you petitioned the House again?—Yes.

7. It was referred to the A to L Committee, and in paragraph 43 of your petition you state that they "recommended the Government to assist in bringing about an amicable understanding between the parties with the view of settling the land, and that in view of the fact that the petitioner believed that his original lease from the Natives to be legally sound, and taking into consideration the treatment meted out to him by solicitors in England whereby he lost his legal interests in the estate, the Committee recommends that in any such mutual understanding the petitioner's claims to equitable consideration should be clearly defined. That the Government gave no effect whatever to this recommendation, but treated it with the same indifference as it treated the recommendation of 1908"?—That is so, sir.

8. That is to say, they ignored also the recommendation of the A to L Committee?—They did, sir.

9. I want you to tell me something about the Order in Council. In the Native Land Act, 1909, there is a provision fixing the limit of land a person can acquire at 3,000 acres?—I am aware of that.