

SIR,—

Kawakawa, 23rd October, 1903.

Owing to the great distance between this district and Wellington, and the shortness of notice we received of your inquiry into and taking of evidence with regard to the Native Land Laws Amendment Bill, we are unable to be represented before your Committee.

We respectfully request that you will permit our evidence to be laid before your Committee in the form of a declaration which accompanies this.

In order to enable this communication to reach you in time for your sitting, we have had to despatch a messenger with it for a distance of twenty miles.

Yours, &c.,

VERNON H. REED.

WM. STEWART.

The Chairman, Native Affairs Committee, Wellington.

In the matter of the Maori Land Laws Amendment Bill and the inquiry of the Committee for Native Affairs.

WE, the undersigned, do solemnly and sincerely declare—

1. That on the 15th day of July, 1902, by agreement, we purchased from the Natives a kahikatea (white-pine) bush near Kawakawa, Bay of Islands, for the price of £2,000.

2. That about six months prior to the signing of the said agreement the Natives had held meetings and had decided upon the boundaries of and price for the said bush.

3. That the Natives are still satisfied with the terms of the said agreement.

4. That the bush is on *papatupu* land, but the ownership is now being ascertained by the Maori Land Council.

5. That we did not consider, in entering into the said agreement, that we were violating the spirit of any laws relating to Native lands, for the reasons following:—

(a.) We considered the laws relating to Native lands were directed against the sales of land in the ordinary meaning of the word "land," with the intention that the Natives should not become landless.

(b.) We considered the said laws were not made with the intention of preventing Natives dealing with growing crops—such as oats, wheat, maize, flax, timber, &c.

(c.) We were following the practice pursued by others for years past in purchasing timber upon *papatupu* land, which has never been interfered with and has worked satisfactorily to the Natives.

6. That our dealing has been *bona fide* and is satisfactory to the Natives, and is not such an agreement as ought to be declared void by statute as a fraud upon the Natives.

7. That the effect of declaring our agreement void by statute would be that we should have no redress against the Natives for the recovery of the purchase-money paid the Natives.

8. That the proviso in the Bill to the effect that the Council may ratify an agreement would be useless to us, as the Natives will not hand over the land upon which the said timber stands for administration by the Council, and thus our agreement would be rendered void.

9. That in this district in the past, growing oats, maize, flax, and timber upon *papatupu* lands have been freely sold by the Natives.

10. That we consider the said Bill should not be made retrospective.

And we make this solemn declaration conscientiously believing the same to be true, and by virtue of an Act of the General Assembly of New Zealand intituled "The Justices of the Peace Act, 1882."

VERNON H. REED.

WM. STEWART.

Declared at Kawakawa, in the Bay of Islands, this 23rd day of October, 1903, before me—
R. A. Hall, J.P., a Justice of the Peace in and for the Colony of New Zealand.

Hon. Mr. Carroll: That discloses a contract with Natives for timber on *papatupu* land.

Mr. Vile: £2,000 was paid for it.

Hon. Mr. Carroll: It does not matter if they paid a million; it does not alter the fact.

The Chairman: Of course, as these gentlemen are not present before the Committee, we have not the opportunity of cross-questioning them with regard to the affidavit.

Hon. Mr. Carroll: I do not think the facts are disputed. As far as I know they are correctly stated there, excepting that on behalf of the Maoris the Native Council up there have impounded the money paid.

Mr. Fraser: I do not think there should be any encouragement given to the Natives to sell *papatupu* land.

Mr. Field: The sole point is as to whether the document held by these gentlemen is a legal one or not. If it is a legal one we should not interfere with it; if it is illegal these gentlemen run their own risk.

Mr. Hone Heke: In dealing with timber on *papatupu* land there is no basis of law for it.

Mr. Fraser: There are several witnesses present waiting to be examined.

THOMAS SHAILER WESTON examined. (No. 2.)

1. *Mr. Fraser*.] What are you?—Solicitor, Wellington.

2. You have acted, I understand, for clients in regard to timber leases on Native land?—The firm of Skerrett and Wylie, of which I am now a partner, have so acted.

3. Have you the notes of any special agreements that were entered into?—There were four agreements drawn up by us for Gamman and Co., sawmillers, of Palmerston North, over four blocks, Nos. 2B, 3B, 4B, and 5B, Raetihi, containing a total area of 10,000 acres.

4. *Mr. Hone Heke*.] Give us the separate areas of these blocks?—2B, 3,561 acres; 3B, 1,943 acres; 4B, 3,237 acres; 5B, 1,174 acres.

5. *Mr. Fraser*.] Can you remember what the terms of those agreements were?—No; I did not go through them. I have checked them.