

TUESDAY, 3RD NOVEMBER, 1903.

DAVID LONDON, Sawmiller, of Mamaku, examined. (No. 8.)

1. *The Chairman.*] You are aware that the Committee have been taking evidence with regard to the Maori Land Laws Amendment Bill, especially with regard to clause 31A, and I presume you have seen the Bill?—I have seen the clause referred to.

2. The Committee are anxious to ascertain from those who volunteer to give evidence on this question what they have to say: it is understood that you have some leases with the Natives with regard to timber rights?—That is so.

3. Have you an agreement with the Natives with reference to the timber on their lands?—Yes.

4. Have you got the agreement with you?—I have.

5. It was resolved by the Committee that the contents of the agreements should not be made public, but that the witnesses should be called upon to explain the different features of their agreements for their information?—Yes.

6. Perhaps you will be good enough to explain to the Committee from your own agreement—or a *précis* of it—your position in reference to these timber rights?—Yes. I have three agreements with the Natives. There is one Waiteti which is subdivided into two, but they are practically the one block, and there is one in the Okoheriki Block. The general purport of the agreement is that I make arrangements with the Natives to cut the timber, which is furnished to us by them at our mills, and for which they receive as royalty 6d. per 100 ft. They also furnish the labour, for which they receive 1s. per 100 ft.

7. *Mr. Hone Heke.*] Give us the names of the timbers?—Any marketable timber the bush may contain, but we are practically only using the rimu. There is a little kahikatea, but very little of any kind except rimu.

8. *Hon. Mr. Carroll.*] You contract for all the timber that is marketable?—The only timber that we are dealing with is rimu. We have power to take this timber from the Natives, and if necessary to erect tramways and mills, as agents; and we also hold a power of attorney under the agreement providing that, in the event of the Natives not supplying the timber to us, we can cut it ourselves. We have not erected a mill yet on the Okoheriki Block, although we have the right under the agreement to select a mill-area or ground for a milling site or sites at any part of the bush we choose, and also to construct tram-lines for bringing out the timber. The terms on which we are allowed to acquire the timber rights are for twenty-one years.

9. *The Chairman.*] And the prices?—Sixpence royalty for all timber or any timber that we may cut, or, rather, that the Natives may supply us with. They cut it themselves.

10. They deliver it at the mill for 6d. a hundred?—No; they get 6d. a hundred as royalty—that goes to the owners of the land—and they get 1s. a hundred for the labour of felling it. We do the milling ourselves. The hauling is done at our own cost, both at the skids and along the tramway to the mill, so that they are practically getting 1s. 6d. for royalty and labour.

11. Delivered at the skids?—We haul it to the skids from the stump. The Natives fell the timber and break it out, and it is hauled by our bullocks and at our expense to the skids and along to the tram. They supply one man, who helps to haul it off the skids to the tram. We do all the hauling, and practically the timber is costing us 2s. 6d. at the mill.

12. *Mr. Herries.*] How do you measure the timber?—In the log. There is a modification to this agreement, but I came away in haste and left it behind. When I received the telegram to attend this meeting I got our solicitor to put the agreements up all together, but afterwards, to my horror, I found that the modification to the different clauses of this agreement was not among them. If it is considered desirable I shall be pleased to give an order to have it produced here. One agreement, however, covers the lot, as they are alike, and each Native has a copy. The Natives hold the original agreement in one case, and we hold the original in the others. [NOTE.—Modified agreement subsequently produced.]

13. *The Chairman.*] What does the hauling cost?—About 1s. a hundred.

14. That is in the round?—Yes.

15. Then, the timber practically costs you 2s. 6d. a hundred?—Yes, 2s. 6d. in the mill.

16. *Mr. Hone Heke.*] You pay the Natives a royalty of 6d. and 1s. a hundred for felling and cutting?—That is so. The price is far more than is paid generally in the locality. We acknowledge that the Natives are not able to deal with timber like Europeans, and for that reason they are paid that sum.

17. *The Chairman.*] Have you anything further to state?—If the agreement is minutely gone into—it is a long one—it will be necessary to read with it the modified agreement I have spoken of, because this agreement purports to do certain things which the other one modifies and alters. I should like your ruling as to whether you would like the modified agreement wired for, because if you had it you could deal with the two agreements together.

18. Does this modified agreement alter the terms as regards the price?—Not in any way as regards the price.

19. In what respect do they differ?—A few clauses are altered. In this agreement here we are acting more on a power of attorney as contractees under the Natives as contractors, and we have power to erect mills and make a certain charge for their erection. Under the modification there is no charge to be made so long as they keep their agreement with us. It was necessary to have some modification with regard to the mill. Since then we have been able to acquire a freehold of about a chain away from the bush, and on that we have erected our mill; and there is provision that no money shall be received from the Natives for tramways. There is an arrangement that the timber shall be paid for immediately after it is sawn, and the Natives can claim their money either weekly, fortnightly, monthly, or when they like. We are paying on the log-measurement. The modified agreement will not show that, but we are. We started the mill on the log-measurement principle, and we mean to continue it as such.