

"Now, I want to know," said Mr. Massey, "how he became aware that the Government would give him the freehold of the block if the Natives had consented to let him purchase. The Act states that no European can purchase more than 400 acres of first-class land from Native owners. But there is another clause in the Act which says that when it is in the public interest the Governor may by Order in Council issue a title to the purchasers. Evidently this person had convinced himself that it would be in the public interest to allow him to acquire this freehold. The Natives were called together again and some more inducement offered, and this time they agreed and sold the estate. You know what the land in Taranaki is like, and you know about the land-hunger. That 50,000 acres was sold to him for about 10s. an acre. He turned round and sold it straight away to a syndicate at a profit of more than 100 per cent.

"The lawyers who acted for the individual who owned the mortgage and who was purchasing the land from the Natives," Mr. Massey continued, "were Findlay, Dalziel, & Co.; the gentleman who signed the Order in Council was Sir James Carroll, Acting Prime Minister; the chairman of the syndicate is an ex Minister of Lands of very strong leasehold proclivities—Mr. Robert McNab."

Mr. Massey continued that he had been informed that the syndicate had purchased another 15,000 acres, and thus held nearly 70,000 acres of Taranaki land. Why were they allowed to acquire it? He wanted to see the Native land settled and occupied. But why was not a sufficient area reserved for the Native people? Not a single acre was so reserved. If it was necessary to part with the land, why was it not sold under the limitation clause? Why was it not sold by auction or by tender so that nobody could purchase more than 400 acres of first-class or a corresponding area of second- or third-class land? Why did the Government not purchase it themselves and then utilize it for closer settlement?

He had referred to this matter in Wellington a few nights ago and had asked for an inquiry. Next night Sir James Carroll had to some extent replied; but he had evaded the main points. Mr. Massey said he still asked for an inquiry, and he would do so in the House. He wanted to know why this 50,000 acres had been allowed to pass into the hands of speculators instead of going into those of *bona fide* settlers.

"I have never," said Mr. Massey, "trafficked in Native lands, and I do not know a single member of the Opposition who has. It does not suit us. But I know a good number of Government men who have. If there is nothing wrong about this business there can be no objection to an inquiry. A few years ago this position was before the Legislative Council, who asked for an inquiry, but it was refused. If a majority of the House say no inquiry will be held now that is their lookout, and it will become a matter between them and their constituents. I am going to force this question to a division."

MOKAU-MOHAKATINO BLOCK.

This matter was first brought under the notice of the Government by a letter dated the 25th September, 1908, from the solicitor for Mr. Herrman Lewis, the registered owner of the leases formerly held by Mr. Joshua Jones, to the Native Minister. In this letter it was stated that the lessee was willing to join with the Native owners of the lands in any scheme which would facilitate the immediate settlement of the block in small areas, and it was suggested that the Native Commission, consisting of the Chief Justice and the Hon. Mr. Ngata, which was then sitting, should inquire into the matter, with a view to the area being disposed of under the Native Land Settlement Act, 1907. It was also suggested that the respective values of the interests of the Natives and the lessees might be determined by some independent tribunal.

At about this time Mr. Joshua Jones petitioned Parliament, claiming to be entitled to an interest in the Mokau Block, and the application of Mr. Lewis was hung up for some time in the hope that Messrs. Jones and Lewis would be able to arrive at some arrangement.

In the month of February, 1909, the Native Commission, then consisting of the Chief Justice and Chief Judge Palmer, of the Native Land Court, dealt with the matter. The Commission found that there were four subdivisions of the block, containing about 53,000 acres, leased to Mr. Jones, the main subdivision comprising about 26,500 acres, and three other subdivisions containing together about 26,500 acres: also that the lease of the main block contained a clause requiring the lessee to form a company with a capital of £30,000 to work the coal upon the property, and expend a sum of £3,000 per annum in development-work, the lessors receiving 10 per cent. of the profits in addition to a small rental. It appeared, however, that Mr. Jones had obtained from some of the lessors of the main block a deed purporting to release him from the covenants as to the formation of the company and the expenditure of £3,000 per annum in consideration of an additional rental of £100 per annum. The Commission arrived at the conclusion that there were serious doubts as to the validity of the leases, and reported against the proposal that the lands should be disposed of in the manner suggested by the lessee.

In consequence of the report a caveat was directed to be lodged against dealings with the property. The caveat was not removed until after proceedings in the Supreme Court were threatened and after the Registrar-General and the local Registrar had satisfied themselves that it was impossible in law to support the caveat.

On receipt of the Commission's report, the Natives were notified by the Government of its terms, and it was suggested that they should take the opinion of counsel as to their position. At this time the Government was being approached by the Natives, and by the respective solicitors for Messrs. Jones and Lewis, with a view to the settlement of the difficult questions which had arisen in relation to the block, and it was desirable that the Natives should be represented by counsel in these negotiations. Mr. Skerrett was accordingly retained by the Natives who had approached the Government, and acted for them in the subsequent negotiations which took place.