

trary. There are two hundred owners, I understand. The Royal Commission recommended very strongly that sufficient reservations should be made for the use of the Maori people, and I understand that has not been done.

50. I suppose you are aware that, among other things, the Board have to inquire whether the Natives have sufficient other land—in fact, the duty is thrown upon them to do so?—Quite so. I am going on the opinion expressed by the Commission.

51. Before the Board can confirm the resolution passed by the meeting of assembled owners the statute requires that it must be satisfied. Now, the second point I want to put to you is this: From the Maori standpoint, is not the bargain that has been made in this particular case a good one?—Well, I think not.

52. In view of these facts, that the land was leased from them for fifty-six years?—Part of the term had expired.

53. Nearly one-half of the term had expired?—Yes.

54. They were receiving under the lease £217 for the first term of twenty-eight years?—Yes.

55. They were not actually receiving that, because the whole area had not been leased. As a matter of fact, the rental received was a little under £190. For the balance of the term under their covenants they were to receive £422 rent—that is, according to the Commission's report. As against that you have £25,000 cash and £2,500 in shares in a company to be formed, making £27,500. Looking at it quite apart from other facts, it is a great improvement on what the position would have been for the Maoris for the next twenty-eight years?—I am not prepared to admit that. Mr. Ngata as a lawyer knows perfectly well that at this stage it would have been the duty of the advisers of the Native owners—and I happen to know that some of the owners are very intelligent men who would scarcely need professional advice—to have pointed out to the Natives that the covenants of the leases should have been complied with, and one of the most important was that £3,000 per annum from 1882 was to be expended in developing the property; and, so far as the minerals were concerned, the Natives were to get 10 per cent. of the net profit. If all this money had been expended it seems to me the Natives would have been in for a very good thing—a very much better thing than they have got by selling their interest for £27,500.

56. *Hon. Sir J. Carroll.*] That covenant that you speak of was waived?—Well, that is a matter for the lawyers to express an opinion upon. I do not suggest for one moment that the land should have remained locked up. I think it was the duty of the Government to see that the land was opened for settlement and that the best was made of it.

57. *The Chairman.*] Have you any knowledge of this land at all?—Very little, indeed. I have been in the vicinity, but never on the block.

58. Are you aware that most of it runs from 1,000 ft. to 1,500 ft. and more in height above the sea?—I have had letters from settlers in the locality who have described the land to me, and they say that a lot of it is fit for close settlement—agricultural purposes—and the rest is good grazing-land. I once rode from Te Kuiti to Waitara, and though we did not pass over the block we passed close by it.

59. You would be about ten or fifteen miles from it when on the main road?—But it lies down to the beach.

60. Oh, no; it does not go that way at all?—I do not pretend to have seen the block.

61. You are not aware that it is very hilly country?—No.

62. I do not mean the parts that have been subleased. There have been about 1,400 acres subleased out of the 50,000 acres?—Yes.

63. Are you aware that three different valuers—Government, local bodies', and private—have valued the land on different occasions, and that their valuation of it is less than the price that has been paid for it?—I do not care two pins about that. The fact remains that the land has been purchased at a very big profit on the price paid by Mr. Herrman Lewis to the Native owners, and for the value of the lessee's interest.

64. However, you are not aware that three qualified valuers have valued the land at a price far less than that which has been paid for it?—I have heard that stated in the House.

65. The property has been mortgaged on six or seven different occasions—to McMillan, then from McMillan to Plimmer, from Plimmer to Johnston, from Johnston to Hopkinson, and to Flowers and Travers. Are you aware that the Flowers people spent over £5,000 in trying to develop the property?—I am not acquainted with the details.

66. You said that had the property been secured by the Government it would probably have been thrown open for close settlement. Well, Flowers and Hopkinson, the mortgagees, spent over £5,000 in cutting up 24,000 acres in 1897?—That, again, I presume, is included in the mortgage.

67. No, not one penny was charged against Mr. Jones: they were precluded from throwing the land open by an action taken by Mr. Jones. My question was put simply to show that these people were prepared to throw the land open for occupation?—Yes. That is a point about which we can get information from Mr. Jones himself.

68. *Hon. Sir J. Carroll.*] You are calling Mr. Jones as a witness. Will you intimate the points upon which you require his evidence, because you know what he is?—I shall endeavour to keep him to the point as closely as I possibly can.

69. *The Chairman.*] Is there anything further you would like to say?—No.

WEDNESDAY, 23RD AUGUST, 1911.

JOSHUA JONES sworn and examined. (No. 3.)

1. *The Chairman.*] Where do you reside?—At Mokau.

2. You are summoned to give evidence in connection with the paper that has been submitted to the House. Have you seen the paper at all?—No; but I dare say I have seen the purport of it.