

FRIDAY, 29th JULY, 1881.

Mr. THOMAS MACKAY, examined.

16. *The Chairman.*] You have seen this petition?—Yes.

17 Will you state to the Committee what you know about it?—The first and second clauses are substantially correct, and the third clause is also correct up to the word “appointed,” in the third line. It states there that “a Royal Commission was appointed, whose report was neither acted upon by the Government nor accepted by the tenants.” That is not correct; as it was altogether acted upon, except with a slight modification made in favour of the tenants. The arrangement with regard to the leases on the reserve was made between Mr. Ormond, who was then Minister for Public Works, and Mr. Munro, the Mayor of Westport. I hand in a copy of the agreement, which was signed by the Mayor of Westport on the part of the lessees; and all the leases were made in accordance with the terms of that agreement. I actually carried out the conditions of the 5th clause. In regard to the terms quoted in the 6th clause of the petition, I have only to say that the present holders of the leases were originally business license holders under the Regulations of the Nelson South-West Goldfields, and each was subject to pay an annual fee of £5. Now, the terms of their leases, which are of three classes, are—for the first seven years, respectively, £5, £2 10s., and £1; for the second period of seven years, one-third more; and for the third period of seven years, double the amount paid during the first period.

TUESDAY, 2ND AUGUST, 1881.

Mr. MACKAY, further examined.

[Mr. Mackay read certain evidence.]

18. *Mr. J. B. Fisher.*] On what date did you first go down with reference to the Colliery Reserve question?—In 1874.

19. And who sent you down?—The then Minister for Public Works, Mr. Richardson.

20. I think you asked all the people to send in their various claims to land on the reserve, with a statement of the title and tenure?—Yes, I wanted to get the history of it.

21. Have you any of these claims now?—No; I knew nothing of the terms of this petition until within a few minutes before I attended the Committee on Friday morning.

22. I think, in your advertisement, you stated that the people were to send in their claims with a view to immediate settlement by yourself?—I have not the least recollection of the terms of the advertisement.

23. How long were you there?—A month or six weeks.

24. And after you received all their claims, and a statement of their titles, you went away?—I think you are mistaken as to dates. I did not get any statements of claims or titles at that time; it was on my second visit, in 1875, that I got them.

25. Is it not a matter of fact that, after you received the first statement of their claims and titles, you went away, and subsequently came back and called for a second lot?—I did not; the Royal Commission did.

26. Did you not receive two statements from the people?—Distinctly not.

27 I believe you have had some experience in fixing up tenures before?—Yes; I have no hesitation in stating what my experience was before I came to this country in those matters.

28. After the Commission came down they called for all those claims to be sent in before they sat?—Yes.

29. And, previous to their sitting, I believe you went through the claims sent in to the Commission, and compared them with those sent in to yourself?—No, I did not.

30. You appeared for the Crown before the Commission?—Yes. The whole proceedings are in the report which has been handed in; and, whatever happened, it is there; and there is no necessity to ask me any questions about it. After that report the people of Westport held meetings upon the subject, and they deputed, in the early part of 1877, their Mayor, Mr. John Munro, to go to Wellington to make arrangements direct with the Government with regard to the tenure of those leases, and conditions as to rent. He arranged all these matters with Mr. Ormond, who was then Minister for Public Works. Those terms were dictated to me by the latter; and I drew up an advertisement in the form of an agreement, and got Mr. Munro to sign it, as Mayor of Westport. He wrote on it as follows: “I agree to the above terms.—JOHN MUNRO, Mayor of Westport.—31st July, 1877” [Document produced.]

31. Do you know if Mr. Munro had authority from the people of Westport?—He was their accredited and paid agent to the Government in the matter. The terms agreed to were the result of resolutions passed at public meetings.

32. After the Commission sat, did you not draft leases between the Crown and the lessees, a condition of which was that, if their places were burnt down, their sections would be forfeited to the Crown?—No.

33. Did not the first lease you brought down contain a proviso to that effect?—No.

34. *Hon. Mr. Rolleston.*] Is there any such clause in the lease now?—No.

35. *Mr. J. B. Fisher.*] I want to get from Mr. Mackay that the lease distinctly contained a clause to that effect.—I distinctly say there was not. There is the form of lease. [Lease produced.]

36. The first lease contained no such proviso about fire?—Distinctly not.

37 Is that the form of lease now issued to the people [referring to the one produced]?—The form of lease now issued is shorter. All the lessees objected to, in the first form of lease, was the shortness of the term.

38. *Mr. Macandrew.*] You did not frame the lease?—No. I would not take such a responsibility upon myself.