

not had it up to now I may point out that there is not a word in the contract to show that the mining reserves have to be made before we can deal with the land under clause 33. [Letter of 22nd July put in, from the Government to the company. (See Appendix, page 10.)]

293. The Government informed you then that the question of dealing with applications was retarded owing to the selections made by the company, and the difficulty, of course, of the auriferous nature of the ground, which was always the obstacle in dealing with the draft regulations?—The company did not object to advertising applications for land. You try to show in this letter that we have no land to select. My answer of the 28th July shows you distinctly that we have land to select. [Letter of 28th July put in. (See Appendix, page 11.)]

294. Does that end the correspondence on the subject?—Yes, I suppose it may be taken so. I must point out that you admit there that you can make regulations. If you can make modifications the land can be dealt with.

295. We are going back to the point when you ultimately withdrew this question of the regulations?—I did not withdraw the regulations, or the proposed regulations, because you first of all admit that you can, or will, consider modifications, and then you find in a later letter that you have no power to make regulations. Then, I say, we will take an agreement if you say the word regulation is wrong, and you then make an arrangement that was tantamount to regulations. [Letter of 23rd December, 1891, put in. (See Appendix, page 12.)]

296. You said just now in your evidence that we told you there could not be any regulations?—You said you had no power to make regulations.

297. Not as proposed by the company?—I think that was a mere quibble as to the meaning of the word regulations. We have been trying to make an agreement, and could not get it.

298. Do you call that a quibble?—Do you not think it could have been explained in perfectly clear language. You say you have no power to make regulations such as proposed by the company, the inference being, as proposed by the company, under section 33. [Letter of 24th December, 1891, put in. (See Appendix, page 12.)]

299. From this letter it will be seen that the question the company and the Government had been fighting over for a year was whether there were to be regulations or no regulations?—We were only told that they could not be made on the 23rd December, 1891. We had hitherto been trying to make agreements, but could not.

300. You were told on the 29th August, 1890?—I think not—not in that sense.

301. You were told positively. I want to show that for that year the question between the Government and the company was as to the regulations or no regulations. They were ultimately told that they could not get the regulations?—I do not say there was power to delegate the functions to the Commissioner of Lands, but suggested that he should be given certain instructions by which this settlement could be facilitated, so that he could act for the Minister.

302. But you have been told very clearly that the Government had not power to do that?—I have been certainly told that now.

WEDNESDAY, 24TH AUGUST, 1892.

Mr. ROBERT WILSON, examination continued.

*Mr. Wilson:* Before proceeding I would like to say a word or two about a letter read yesterday in reference to the Minister saying that he could not make regulations under the contract. I have carefully read the letter through, and I see that it is quite possible to read it in the light Mr. Seddon put it before the Committee yesterday, that is, that he had not power to make regulations such as the company asked. I termed it a quibble, and I think, out of courtesy to Mr. Seddon, I should withdraw the word. But I wish to point out that if the Government have power to make regulations they ought to have been made two years before they finally were made.

303. *Hon. Mr. Seddon.*] But you have been told that there was no power to make regulations, that the term used under the section is "agreement"?—I used the word regulations as meaning an agreement.

304. The question following is, Has not such an agreement been made in the terms of the contract and admitted by the company?—It is substantially completed, but has only been in existence about a month, and I think it was only arrived at after I gave notice to the Government that I intended to deal with the land under clause 33 of the contract, and would not wait for any further adjustment or arrangement.

305. Was not the agreement the result of an interview between yourself and myself as to the best way of meeting the difficulty, seeing that the Government could not make regulations? That is so, but I maintain that that interview ought to have taken place two years before, when, probably, we should have arrived at the same settlement. I say that you ought to have made these regulations or agreement before these mining reserves were made.

306. Is there anything in the contract to indicate that?—There is nothing to indicate that the mining reserves were to be made before the regulations or agreement.

307. The contract has been in existence seven years?—Yes.

308. And 180,000 acres have been taken out of a total of 750,000 acres. Do you think that an unreasonable amount during that time?—Why wait until this year before you made them?

309. Would you ask the Government to make the regulations without an inquiry as to whether the ground was auriferous? This had to be done, and the longer the time taken for the purpose the better it is for the Government?—I am not prepared to admit that the ground is auriferous. If gold-mining existed it might justify certain reserves being made.

310. Taking 180,000 acres up to date out of the total amount, that is not an unfair proportion?—Utterly unfair in proportion to the amount of gold payable for mining.