

11. And relieve all doubt as to what the company had a right to select from?—Yes.

12. Now, as to the communications between you and the Premier. Is there anything on the subject as to the meaning of "*bona fide* mining"?—I cannot tell you at the moment. I will ascertain.

13. Were your communications in writing or verbally?—Nearly all were verbal in the Premier's office.

14. If I told you that I was acting with Sir Harry Atkinson and Sir Frederick Whitaker, and that the lands required for *bona fide* mining were the subject of my suggestions, would you say that I was wrong, or that Sir Harry meant one thing and you another thing?—You say you were prompting the then Premier and the Attorney-General in this matter. I was not aware of it.

15. Are you not aware that I was on the Committee?—Yes, I was aware.

16. Were you at the meetings of the Committee when we were discussing this?—No. I was never called before that Committee at all.

17. Those present and taking an active part on the Committee would be better able to interpret the meaning of their suggestions than you, who were simply outside and talking about it?—I think Mr. Seddon and I are at rather cross purposes. He is apparently bringing in what passed between him and the late Government, he and they, for that purpose, being on one side. I am speaking of what passed between the late Government and the company, and what the company's view was of the transactions which led up to the terms of the contract. I could not for a moment speak as to what were the reasons which led Sir Harry Atkinson or Mr. Seddon to put certain words into the contract. I know that the putting in of certain words was a matter of great importance, and it was frequently discussed.

18. What you said was this: That the company had asked to have these words, and it was a suggestion of yours to the late Premier that these words, "*bona fide*," were to be there?—My answer is this: That the company would never have agreed to the 750,000-acre limit if not limited by words showing that the lands were required for *bona fide* gold-mining.

19. That is somewhat different to your evidence in the past?—I do not think so.

20. Your interpretation is that Sir Harry Atkinson coincided with you in making these reserves, and that his interpretation is what you put on the meaning?—In what respect?

21. The complete taking of the land required for mining, or conducive thereto; that the reserves should not be made except when actually required for mining; and that Sir Harry coincided with that interpretation?—That was the inference I received.

22. *Mr. Shera.*] Had you any discussion with Sir Harry Atkinson as to the contract after it was signed?—On this particular point?

23. Yes?—No, I do not think I saw him after it was signed.

24. Then your negotiations have reference previous to its being signed?—Yes.

25. *Hon. Mr. Seddon.*] The question is, as to when these reserves were to be made?—I cannot say what Sir Harry Atkinson's plan was, except that they were to be made from time to time.

26. Was the Hon. Edward Richardson on this Committee, and one of the Committee who drew up the terms of this contract?—My recollection is that he was, but I have not looked it up. I tell you that I was not officially before that Committee. I never saw them as a Committee.

27. At all events, he was one of the Committee, and he was also Minister for Public Works when that memorandum of Mr. O'Connor's, which I say led up to the 750,000 acres, was made?—Yes.

28. You have sent in a number of applications for selections under section 33?—Yes.

29. As shown on B 1 map?—Quite so.

30. How have they been surveyed? Are the boundaries of these blocks, which you have a right to select over, surveyed?—No, they are not. It is specially provided for by the contract that these blocks, when the company wish to select any of them, shall be granted to the company under a special preliminary title. There is no provision for making a provisional title for blocks to be reserved for mining purposes.

31. The company do not say we have taken over 750,000 acres yet?—You have not yet defined or proclaimed 750,000 acres.

32. Suppose one of these blocks contained a thousand acres, more or less, or a couple of thousand acres, and the Government believed they required another 2,000 acres, there is nothing to prevent them taking them if the land was required for *bona fide* mining purposes?—I should say not, if they were properly taken.

33. You would not like to swear that these figures, given by you or your experts, are any more correct than those given by the Government officers?—They are as correct as experts can find them from the best plans obtainable from the Government. I do not say our experts are better than Government experts, but I think they are as good.

34. You would not think the Government would give incorrect areas of the blocks for the purpose of misleading the company?—I do not think any officer would do so wilfully to mislead the company. I never thought of such a thing.

35. Only an actual survey would settle the point?—Yes.

36. This area is given approximately by you on the one hand and by the Government on the other?—Yes.

37. Then the areas in B 1 map are not actually surveyed, but approximate?—Yes. They are part of the contract.

38. Do you gain or lose? Do you take each block at the area given for the purposes of the contract?—It is specially provided in the contract that we take them for what they are worth, with a special title provided for, and they are subsequently altered by the increase or decrease, as the case may be, after survey.

39. When the Government have taken the whole 750,000 acres, if the company considers they have taken more, that would be a matter of dispute to be settled either by arbitration or survey?—