

6. Have you advised Messrs. Gamman and Co. that their transactions are perfectly within the four corners of the law?—Yes; Mr. Skerrett advised them so last year, and that advice has been given to other sawmillers.

7. *Hon. Mr. Carroll.*] The four corners of the law? What Act?—The common law. There is nothing in the Native Land Acts prohibiting the sale of timber fit for sawmillers' purposes at the time the agreements are made.

8. *Mr. Fraser.*] Is there anything you would like to say further?—No; except that all these agreements have been duly executed in the presence of a Maori interpreter, and have a Maori translation and a plan of the land on each. All the forms of the law relating to alienation of land by Natives have been complied with, except obtaining the Trust Commissioner's certificate, which is not necessary.

9. *Hon. Mr. Carroll.*] They come under no Native Land Act?—No.

10. What forms of law have been complied with?—We have complied with all the formalities laid down in the Native Land Acts relating to land, with the exception of obtaining the Trust Commissioner's certificate.

11. In case of accident you made use of the form of the Act of 1894?—It is quite clear that the Natives understood what they were doing.

12. *Mr. Fraser.*] In the same way as if it were an agreement for a crop of potatoes?—Yes.

13. *Mr. Field.*] You took the provisions of the Land Act of 1894 as a fair guide as to the method of execution of these documents?—Yes.

14. *Mr. Vile.*] You took every precaution to see that the Natives understood the transactions?—Yes; I may say that the expense of obtaining these agreements was considerable, because at least from twenty to forty signatures had to be obtained, and an interpreter had to be present at the taking of each of these signatures.

15. *Mr. Fraser.*] I suppose you know that the land had passed through the Court?—Yes.

16. *Mr. Field.*] Can you give the Committee any information as to the consideration to be paid to the Natives?—No; I was not a member of the firm then, so I am not in a position to say.

17. *Mr. Wi Pere.*] In your opinion, Mr. Weston, are these agreements entirely valid: was any wrongful means resorted to in connection with them?—I think they are straight agreements.

18. Is there any reason why they should be submitted to any one to be passed and validated?—No; that was not the law when they were taken.

19. In regard to the timber?—Yes.

20. Is that because the timber is growing on the land that there is no reason to do this?—It is because under the English common law timber is a chattel simply.

21. Therefore timber does not come under the law?—It does not come under the Native Land Acts.

22. You say it is merely timber: can you explain why it is that house-blocks when planted in the ground and a house is built on them—they are timber undoubtedly—and yet according to law you are not allowed to remove them? Because you have described timber to be what it is I have asked you that question?—Timber is like a crop of wheat, it grows, and its end is to be taken from the land.

23. That, of course, was the provision that was made when the Council was constituted, that no matter what thing of a vegetable nature was growing on the land, only the Council should have the disposal of it: is not grass like timber?—Yes, certainly; it is cut, and when it is turned into hay you can sell it. You do not want to make a conveyance of it. This opinion was very carefully considered by Mr. Skerrett, and it has gone through the North Island and been considered by other solicitors and been acted upon by their clients.

24. *Mr. Hone Heke.*] Can you give us the law in regard to land and growing timber?—Yes.

25. What is timber considered when it is growing?—Any timber that is fit for sawmilling purposes at the time an agreement is taken can certainly be sold by the Natives without it being considered an interest in land, and therefore coming under the operation of the Native Land Acts.

26. I am asking a question: Is timber considered part of the land where it is growing?—I could not tell you whether it is part of the land or not, but it is not considered to be an interest in land. The reason for it is no doubt that in the nature of things timber, like a crop, leaves the land.

27. Can the Natives sell that growing timber straight out?—Yes; all timber fit for sawmilling purposes.

28. You do not know of any place where Natives, to enable them to get rid of their timber, really become the employers of a European?—No; I do not know of any case of that kind. I can only speak of the agreements drawn by our firm.

29. The feature of the Native land laws which has to be complied with is the translation?—The translation, the map, and the requisite witnesses—namely, a Justice of the Peace, and a Native interpreter—who have to be present at the signing of each Native's signature.

30. Do you know the features of the Native land laws regarding the leasing of Native land?—Yes.

31. You know there is a provision enabling the Court to consider whether the consideration for the land is sufficient?—Yes.

32. That is a provision in regard to this timber?—That is not necessary. The Court has no jurisdiction to do it. It would be asking them to do what they have no power to do.

33. *Mr. Herries.*] Your opinion is that there is nothing in the Native land laws that affects the timber?—No.

34. Does that apply both to growing and felled timber?—It applies to all timber fit for sawmilling purposes at the time the agreement is given. It would not apply to very young timber. It must be a matured crop.