

The Native Affairs Committee, after hearing all interests, has made its report and recommendations, and the clause 31A that I moved in Committee is to give effect to the same. Briefly, it removes the bar to the Maori Land Board giving six months' notice for the termination of the agreement with the Tongariro Company. Here enters a very important and essential consideration, and that is that during that period and for some time after there must be some authority to represent the beneficiaries and to hold the titles to the lands involved. If such an authority is not established there will ensue the wildest scramble and the greatest confusion it is possible to imagine. An onslaught will certainly be made first on the totara, and later on other classes of timber, and members may visualize mushroom syndicates cutting timber, owners helping themselves, and storekeepers and others making contracts for the cutting and removal of valuable posts and sleepers. The trouble is there now, but will be immensely accentuated unless some authority exists that may assert itself as against all parties, including the owners. This authority is constituted in the clause in the Aotea Maori Land Board. A second sound reason for the Board's agency is that it may represent the owners not only as to the remedies the owners may pursue, but also in the claims and actions they may be faced with. The House may have noticed that the Committee is silent in regard to the claims of the Tongariro Company and its creditors. It was considered best for these to be made and tested in the Courts. They are bound to be made, and the Committee was not in a position to pronounce upon them, neither was it necessary.

The further recommendation of the Committee that the State should acquire the timber, or timber and lands, or, in the alternative, arrange with the Native beneficiaries for joint action in regard to management, control, or disposal of the timber and lands, is provided for. The negotiations will be undertaken by the Native Minister at the right time and after due consideration by the Government and the Departments concerned. I presume that the Minister will not approach the Native owners until the position in regard to the Tongariro Company and its creditors is clarified, and until the proposals of the Government are prepared in detail. The honourable member for Waimarino raised the question whether some private company might intervene during the six months of the notice. There should be no danger of that, for such a company would be in no stronger position than the Tongariro Company is in to-day. It would in fact be weaker, for it faces now the declared policy of Parliament.

The last provision in the clause enables the Crown as a one-fourth owner of the freehold to act in common with the Native owners in regard to terminating the agreement and the claims that may be made, and to preventing waste of the timber and other assets.

I trust that this clause may be regarded as a praiseworthy attempt to advance a solution of this particular and long-standing problem. It will certainly force the parties to face the position; it will define the position to all claimants; it will compel the State to consider this aspect of the timber problem. The matter must come before Parliament again, assuming negotiations with the beneficiaries result in reasonable proposals being tentatively approved. It is bound to come up again in connection with the claims that are sure to be made by way of petition.

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