

12. The freehold sections referred to were bought on speculation, there being no demand at the time for ground for building, and they are still not built on.

13. There are no conditions whatever in the leases as regards buildings, and the tenant may remove his buildings at the end of his term if the rent is all paid.

14. This is an assumption. The ground forming the Colliery Reserve was originally set apart for wharfage, and railway purposes connected with the coal mines; and the Nelson Provincial Government should never have allowed it to be occupied by buildings. In consequence of that occupation, the General Government have already had to pay, to persons claiming interests in allotments on the reserve, £3,934, as compensation for land taken for the railway and wharves. The portion that has been enclosed for these purposes is now found to be none too large, and, when greater quantities of coals come to be shipped, a good deal more siding room will be needed from time to time for lie-byes for the trucks; and, if any lands occupied by any of the petitioners should be so required, it will be interesting to know what would be the price they would then put on them, as compared with the low value they now allege they are worth.

15. To the list of allegations under this clause, the replies are as follows:—

(1.) The Government Surveyor originally laid out Henley Street as 82 feet wide on the plan, it being then intended as a thoroughfare through the reserve to other streets thereon; but, on coming to lay out the 33 feet frontages of the sections in Palmerston Street, lying between Brougham Street and Henley Street, it was discovered that one which belonged to Mr J Corr would be short by 14 feet, leaving it only 19 in place of 33. To remedy this, 14 feet were taken from the width of Henley Street, thereby reducing it to 68 feet, a sufficient width, as the Government had taken for railway-station purposes the other streets and land to which the street in question led, and, having curtailed thereby its length to 99 feet, it became a question whether or not a gate should be put on it at the station fence; but it was subsequently left open as a convenient access to the railway workshops and coal staiths, to which it only leads. The Government formed the street, and have perfect power to shut it up, it never having been handed over to the Corporation; and I only referred to the probability of doing so in this instance, and not to any other street on the reserve, when it was intimated to me when in Westport, in May last, that the Borough Council would not permit the 14 feet, required to make up Corr's frontage to 33 feet, to be taken off Henley Street.

(2.) Mr. George Jervis was deprived of Section 76, Palmerston Street, under the recommendation of the Royal Commission (*see* page 9, line 22, and page 14, schedule 4, of the report in *Gazette* No. 14, 1876) as he had never fulfilled—having had four years to do so—any of the conditions on which it was allotted to him. He has twice petitioned the House for redress, in 1879 and 1880, and the Waste Lands Committee have in each case reported against his petition. There are no other cases like Jervis's in which I have advised the Government to give compensation.

(3.) Mr. Bayfield's case is also misrepresented. His solicitor, in whose handwriting these several allegations against me are made, but to which he has not signed his name, must have a very hazy recollection of the facts of this case. They are as follows: Mr. Bayfield's section, No. 47, was taken for railway purposes, and the Commission recommended, under the terms of "The Immigration and Public Works Act, 1875," clause 25, that he, along with several others similarly circumstanced, should receive another section in lieu thereof, his order of choice being sixth on the list (*See* page 15 of report, 8th line from the bottom.) The day of choice was duly gazetted, and also advertised in the local papers at Westport. His solicitor attended, and chose a fresh section for him; but this, after a while, was attempted to be repudiated by both; it was money they wanted; and although the Government could have held them to the original choice, it was decided to give £70 to close the matter.

(4.) Mr. John Hughes signed an agreement for a lease of a Block of Sections Nos. 147, 148, 149, and 150, circumstanced as follows:—

Main		Street.	
147	Mill Street.		
148.			
149.			
150.			

But, when he is called upon to take up his lease, he says, "Oh! I'll only take one for No. 147, and not the rest." It will be seen that 147 is a corner section, with a large frontage to the main street; and perhaps Mr. Hughes considered that he could play "fast and loose" with regard to the other sections. I therefore impounded the arrears of rent he paid on No 147, and withheld the issue of the lease until he should fulfil his agreement in its entirety. Mr. Tyrrell's is a similar case.

(5.) The Government required this 33 feet for railway purposes, whereby the depth of the sections abutting on the railway was reduced to 99 feet; but any person who had a building on the land so taken was compensated for its removal or value. Mr. O'Connor had no building on his section, and was treated the same as others similarly circumstanced. He certainly included it in a claim he had against the Government, for five other sections and buildings that were taken for the railway—originally £1,400, which he reduced to £675—but in the settlement with him the 33 feet matter was ignored, and he took £575, giving therefor a clear receipt in full for all demands.

(6.) This section should be No. 52, not 55, and the annexed correspondence (A) between myself