

1881.
NEW ZEALAND.

WASTE LANDS COMMITTEE

(REPORT OF ON PETITION OF JOHN MUNRO AND OTHERS, TOGETHER WITH MINUTES OF
EVIDENCE.)

Brought up 19th August, 1881, and ordered to be printed.

REPORT.

THE Waste Lands Committee, to whom was referred the above petition, praying for permission to purchase the freeholds of their holdings, have directed me to report that they can see no good reason for complying with the prayer of the petitioners, and are further of opinion that the allegations of the petitioners as to the cost of management of the reserve are exaggerated, and the charges of arbitrary conduct on the part of the Commissioner are altogether unfounded.

19th August, 1881.

H. BUNNY,
Chairman.

WESTPORT COLLIERY RESERVE.

MINUTES OF EVIDENCE.

TUESDAY, 26th JULY, 1881 (Mr. BUNNY, Chairman).

Mr. E. J. O'CONOR, examined.

1. *The Chairman.*] Can you state if the whole of the statements made in the petition are true?—They are correct in every particular. I can support them all from my own knowledge, except with regard to one clause, No. 15, and although I have heard a great deal about that, I am not in a position to make any positive statement. With regard to the position of the petitioners themselves, I may state it is simply this: In the first place, that Colliery Reserve was thrown open to occupation under the Gold Fields Act, and the majority occupied under that Act. Afterwards the Provincial Government of Nelson threw it open, as compensation, to persons washed out of their holdings by the encroachments of the sea and river. The terms offered by the Provincial Government at that time were terms of a liberal character; but the whole arrangement was only tentative. Nothing was positively and finally decided. Upon abolition, the General Government took this reserve over. I was at that time in the House of Representatives, and, upon a resolution of mine, a Commission was appointed to inquire into the matter. The Commission's decisions did not give satisfaction to the people of Westport; they felt that they were absolutely at the mercy of the Government and the Commission, and that they had no option but to accept their decree. The evidence taken before the Commission was that, although the value of property in Westport at that time was small, yet as the public works there were proceeded with, it was expected property would rise very much in value. People were swayed to a certain extent by this opinion; and Government dictated certain terms which many were unwilling to accept. The prospect of a largely enhanced value of property induced many to accept the Government terms. It has since been found that, although the coal trade has developed, and that the Government went on with the railway and harbour works, the expected enhancement has not taken place. The development of the coal trade has resulted more in the development of townships close to the mines, than in adding to the value of land at the port. The result is that people find themselves handicapped with a very heavy and oppressive and increasing rent, and that the prospects held out to them when they took the liability have not been realized. The people have come to the conclusion that short leases with increasing rent—with a fast decreasing value of property—has the effect of completely crippling all energy in the direction of building, and other ways. No man can put up a brick building, because the term of his lease expires in a few years, and the sections are so small that it requires a number of them to be taken in order to put up a building of any size. The result is that no person is making that advance, nor is the place generally progressing, as might be expected but for these retarding conditions. Under these circumstances, seeing that the Colliery Reserve was thrown open to these people as a measure of compensation, in the first instance, and that even the Commission professed to treat the people with the greatest leniency on account of their loss, it seems to me very hard that the Government should adhere to the present charges on account of the people of Westport having made a bargain with them. It must be well known the bargain was one-sided. No matter what terms the Government might have proposed, the people must have accepted them; there was no option but acceptance or forfeiture. Seeing that the Government have taken up that position, the petitioners can do nothing but petition, and ask that this matter may be adjusted in such a way as not to operate so unjustly against individuals. If the tenure of the land were more favourable to the holders, a better class of buildings would be erected, for providing better protection against fire. The rule has been on the Nelson South-West Gold Fields that, where a lessee has improved his section by expending not less than £50 on it, if he is able to prove that, he is entitled to purchase at a certain upset price. These people ask that such a privilege should be extended to them, and that they shall be allowed to occupy on the same terms as in Reefton and other towns. They say there are no grounds for refusal, because there is a large amount of waste lands which can be taken as reserves, and ample authority under which they can be made if required. I have lived in Westport fourteen years, and was connected with the Provincial Government and the action taken since, and I am in a position to give minute information on every point with the exception I have stated.

2. *Mr. Thomson.*] Is this land at all necessary in working the colliery?—No, it is not at all necessary. There is ample provision for all the storage required, and to meet all probable requirements for the next one hundred years; and there is a quantity of land along the railway line which would be available for further storage if it should ever be wanted. The collieries are ten miles away. As to the deterioration in the value of property, I may state that I myself had an eight or nine-roomed house on a section, which I sold for £50. The materials were worth nearly the money if sold for removal. In point of fact I was glad to get rid of the lease, and that was my object in selling.

3. *Hon. Mr. Rolleston.*] The petition states, "the report of the Royal Commission was neither acted upon by the Government nor accepted by the tenants. In July, 1877, terms were submitted as final, leaving no alternative but acceptance or forfeiture." Were the terms submitted those recommended by the Royal Commission?—No.

4. *Mr. Bastings.*] These buildings denoted on the plan, [are they buildings or only sites?—On many of the sites there are buildings.

Mr. J. B. FISHER, M.H.R., examined.

5. *The Chairman.*] Will you state, Mr. Fisher, what you know of this case?—In 1871-72-73, in the whole of this part of the town of Westport which I am pointing to on the plan, there were no streets whatever made. When the floods came, in 1871-72-73, they washed away almost the whole of the then inhabited portions of the town, so there was no place at all for the people to go to except what the Government gave them. The whole of the land was in the hands of the Provincial Government with exception of a few town sections. The Government opened this land, making Palmerston Street only; and the people had no choice but to go on it: they were obliged to accept such terms as were offered. The people were compelled to put up houses to live in immediately. The Government would make no definite arrangement with reference to the leases. The people were never independent—they never had the Government at arm's length in the matter. Having once located themselves, they were obliged to take such terms as they could get. They were in a helpless condition. They had all been washed out of their homes. It was just as if they had been swept out by a fire. They were obliged to build immediately, for shelter; and of course at first could only put up shanties, and improve from time to time. In 1875, the Government appointed a Royal Commission to investigate the whole of the matters. The report is to be found on page 183 of the *Gazette* of 1876. The Commission made certain recommendations, which were to a very great extent based upon the absurd opinion then held by the people there—and which they gave in evidence against themselves—as to what effect the carrying out of the railway and opening the coal trade would have on the place. The general impression was—and it was not confined to the people of the place—that it would have an enormous effect. The result has been that there is no increase of population whatever. The population of the town, in fact, has fallen off very largely in respect to adults, and has only been kept up by the large increase of children. When I went there in 1870, there may have been 1,000 men and about 50 women. Now, the men and women are pretty equally divided, and there is a very large number of children—there are about 300 attending the State schools. Three or four years ago, every house in the place was occupied; now, in spite of the increase in population, about 60 houses are empty. So, although the total number of the population has increased, the number of tenants, the producing and working part of the population, has decreased. The big expectations that were formed as to the effect of the opening of the coal trade were all founded on smoke, because the place has been steadily going down-hill. The case referred to by Mr. O'Connor, as to the value of property on these leases, is a very good illustration. The Government are taking from this miserable community about £700 a year in rent.

6. *Hon. Mr. Rolleston.*] How long has the coal been in active work?—Since September last. They are doing now the very utmost business they can possibly do, until the harbour works are carried out. Even when that is done, no benefit is likely to accrue from it to the town itself. The coal mines are ten miles away, and the coal simply passes through. If the Government have the interest of the community at heart, they will give the freeholds of these lands at a reasonable price to the lessees. They could take the average price of the land sold opposite for an upset price. As it is now, the Borough Council cannot make any by-laws for the prevention of fire, because the people hold their sites by such a flimsy tenure, and, of course, the buildings they put up are pretty much of the same character; naturally the character of the buildings is always influenced by the tenure of the sites. There is ample ground for the railway trade ever likely to be done. There is one of the best and largest railway yards in New Zealand there.

7. *Mr. Bastings.*] What did these sections [indicating them on plan] fetch at the upset?—£64 a rood; and it takes four of these leased sections to make a rood. So the value of the leaseholds is about £16 a section.

8. *Hon. Mr. Rolleston.*] At what rates can these leases be sold?—You cannot get anything for them now. They have been sold, before 1877—in the fever time—at large prices. None change hands now except where there are buildings, and then the value of the buildings cannot be obtained. I have seen the sections sold, when everybody was dreaming about what the public works were going to do for the place, at £40 a piece; but that was madness.

9. What was the tenure when they were sold?—Merely the occupation tenure. These freehold sections were sold within the last year at £64 a rood. As soon as the people were on this reserve, the Government opened 800 freehold sections for sale, which had the effect of still further decreasing the value of this leased property. If the Government threw it open on purpose to decrease the value of the leases, they could not have done it more effectually.

10. *Mr. Macandrew.*] The population is 1,000. What proportion of that population is represented by the petitioners?—More than half. Looking at the petition, you might say that everybody in the town has signed it.

11. Can you give any idea of the number of souls represented here—men, women, and children?—Why, I should say about 750 out of 1,000.

12. *Mr. Fulton.*] When do these leases fall in?—In the year 1898. The rents are on a sliding scale, and go on increasing. Now, the people are complaining of having to pay £5; while next year or the year after it will be £7 10s., and by-and-by £10.

13. *Mr. Macandrew.*] If Government transferred their right to the Buller County Council, how would they do with it?—It would be more to do with the Borough Council. The Borough Council have been compelled by public opinion to reduce the rents on their sections by half. If the Borough Council held these reserves, public opinion would compel them to sell them, if they had the power to, or to lease them for very long terms at a very small rental, if they had not the power to sell.

14. *Hon. Mr. Rolleston.*] What is the amount of rent the borough is getting for their sections?—From £1 to £2 an acre, it was getting, and now it is reduced to about 15s. or £1.

15. *Mr. Bastings.*] Assuming this land were put up to auction, what do you consider would be a fair upset price?—I think it would not be fair to charge more than about £16 or £17 a section; but I think the people would be willing to give more than that. Probably they would rather pay 15s. to £1 a foot for the frontage, than continue as they are. Government are now getting from £15 to £20 per cent. per annum on the money value of these sections, and that will increase next year or the following year. It is an enormous percentage—5 per cent is a good return on land investments.

FRIDAY, 29th JULY, 1881.

Mr. THOMAS MACKAY, examined.

16. *The Chairman.*] You have seen this petition?—Yes.

17 Will you state to the Committee what you know about it?—The first and second clauses are substantially correct, and the third clause is also correct up to the word “appointed,” in the third line. It states there that “a Royal Commission was appointed, whose report was neither acted upon by the Government nor accepted by the tenants.” That is not correct; as it was altogether acted upon, except with a slight modification made in favour of the tenants. The arrangement with regard to the leases on the reserve was made between Mr. Ormond, who was then Minister for Public Works, and Mr. Munro, the Mayor of Westport. I hand in a copy of the agreement, which was signed by the Mayor of Westport on the part of the lessees; and all the leases were made in accordance with the terms of that agreement. I actually carried out the conditions of the 5th clause. In regard to the terms quoted in the 6th clause of the petition, I have only to say that the present holders of the leases were originally business license holders under the Regulations of the Nelson South-West Goldfields, and each was subject to pay an annual fee of £5. Now, the terms of their leases, which are of three classes, are—for the first seven years, respectively, £5, £2 10s., and £1; for the second period of seven years, one-third more; and for the third period of seven years, double the amount paid during the first period.

TUESDAY, 2ND AUGUST, 1881.

Mr. MACKAY, further examined.

[Mr. Mackay read certain evidence.]

18. *Mr. J. B. Fisher.*] On what date did you first go down with reference to the Colliery Reserve question?—In 1874.

19. And who sent you down?—The then Minister for Public Works, Mr. Richardson.

20. I think you asked all the people to send in their various claims to land on the reserve, with a statement of the title and tenure?—Yes, I wanted to get the history of it.

21. Have you any of these claims now?—No; I knew nothing of the terms of this petition until within a few minutes before I attended the Committee on Friday morning.

22. I think, in your advertisement, you stated that the people were to send in their claims with a view to immediate settlement by yourself?—I have not the least recollection of the terms of the advertisement.

23. How long were you there?—A month or six weeks.

24. And after you received all their claims, and a statement of their titles, you went away?—I think you are mistaken as to dates. I did not get any statements of claims or titles at that time; it was on my second visit, in 1875, that I got them.

25. Is it not a matter of fact that, after you received the first statement of their claims and titles, you went away, and subsequently came back and called for a second lot?—I did not; the Royal Commission did.

26. Did you not receive two statements from the people?—Distinctly not.

27 I believe you have had some experience in fixing up tenures before?—Yes; I have no hesitation in stating what my experience was before I came to this country in those matters.

28. After the Commission came down they called for all those claims to be sent in before they sat?—Yes.

29. And, previous to their sitting, I believe you went through the claims sent in to the Commission, and compared them with those sent in to yourself?—No, I did not.

30. You appeared for the Crown before the Commission?—Yes. The whole proceedings are in the report which has been handed in; and, whatever happened, it is there; and there is no necessity to ask me any questions about it. After that report the people of Westport held meetings upon the subject, and they deputed, in the early part of 1877, their Mayor, Mr. John Munro, to go to Wellington to make arrangements direct with the Government with regard to the tenure of those leases, and conditions as to rent. He arranged all these matters with Mr. Ormond, who was then Minister for Public Works. Those terms were dictated to me by the latter; and I drew up an advertisement in the form of an agreement, and got Mr. Munro to sign it, as Mayor of Westport. He wrote on it as follows: “I agree to the above terms.—JOHN MUNRO, Mayor of Westport.—31st July, 1877” [Document produced.]

31. Do you know if Mr. Munro had authority from the people of Westport?—He was their accredited and paid agent to the Government in the matter. The terms agreed to were the result of resolutions passed at public meetings.

32. After the Commission sat, did you not draft leases between the Crown and the lessees, a condition of which was that, if their places were burnt down, their sections would be forfeited to the Crown?—No.

33. Did not the first lease you brought down contain a proviso to that effect?—No.

34. *Hon. Mr. Rolleston.*] Is there any such clause in the lease now?—No.

35. *Mr. J. B. Fisher.*] I want to get from Mr. Mackay that the lease distinctly contained a clause to that effect.—I distinctly say there was not. There is the form of lease. [Lease produced.]

36. The first lease contained no such proviso about fire?—Distinctly not.

37 Is that the form of lease now issued to the people [referring to the one produced]?—The form of lease now issued is shorter. All the lessees objected to, in the first form of lease, was the shortness of the term.

38. *Mr. Macandrew.*] You did not frame the lease?—No. I would not take such a responsibility upon myself.

39. *Mr. J. B. Fisher.*] Is it not a fact that a number of people, in spite of the Commissioners' report, were deprived of their sections after they got them?—No.

40. No other leases were granted except those recommended by the Commission?—None.

41. You say Palmerston Street was made previously?—Yes, by the Government, in 1872. Previous to Westport being declared a borough.

42. How was it made?—It was formed.

43. How formed?—It was sufficiently formed to get people's houses moved along. The Government Buildings were moved along Palmerston Street in 1872.

44. Was not the place a swamp?—It was, before formation.

45. Was not the street just a bush track, 12 feet wide in the middle?—That was the first road.

46. And ditches cut in the outside of the track?—Yes.

47. Was it not, as a matter of fact, one of the rudest forms of bush road constructed in the colony?—I have known much rougher roads.

48. As a matter of fact, has not property greatly depreciated in value since this lease?—I have said so, to some extent.

49. *Mr. O'Connor* (quoting from page 8 of the report of the Commission.) I want to ask you whether you consider that portion of the recommendation of the Commission has been adhered to?—Here is the form of lease referred to there. I consider the lease was, at the time, reasonable in its terms, and the rental fair.

50. I ask you whether, at the present time, taking into consideration the present value of property, these people pay a nominal rent, and have easy conditions?—I consider that all persons taking such leases must take them for better or worse. They must run their chance.

51. *Mr. W. J. Hurst.*] *Mr. O'Connor* wants to know your opinion upon the subject, taking the recommendation of the Commissioners as being made at the present time?—I do consider that the rents now charged are fair and reasonable; that they are nominal rents.

52. *Mr. O'Connor.*] How, then, do you account for the fact that the property in Westport shows no value?—I have already admitted that there is a depression, and people wanting to leave must make a sacrifice.

53. *Hon. Mr. Rolleston.*] Is it not a fact that the time has only just arrived when a considerable increase in the value of property may be expected from the opening of the railway and mines?—Yes; there is a reasonable prospect of a considerable rise. Greymouth has gone through the very same phase. Some time ago, rents in Greymouth on the Native reserves were reduced, owing to depression of trade, and a number of houses being uninhabited. Now, I am told, there is not an unoccupied house in Greymouth, and there is a decided improvement in the trade of the place.

54. Is it not a fact that several steamers have been ordered for Westport, and a considerable trade is expected alongside the wharf?—Captain Williams, of Wellington, has gone Home for steamers to trade there.

55. *Mr. O'Connor.*] Is it not a fact that private persons cannot get rent for their buildings—rent which they have to pay to the Government?—I have no knowledge of that.

56. Are you not aware that *Mr. Nahr* is paying for four sections for his private house?—I must decline answering a question of that kind.

57. I want to ask you whether, under conditions of the lease, some six or seven years of which have expired, any person in his senses could be expected to put up a permanent building on that ground?—Only four years have run, out of twenty-one years, and we have seen a good many persons put up buildings on a fourteen years' lease; but I dare say, whatever Government is in power at the time the leases fall in, will not object to make fair and reasonable terms for their renewal with the lessees.

58. *Mr. Macandrew.*] They would rather have the Government for a landlord than private individuals?—Yes; tenants get more latitude from the Government than from private persons.

WRITTEN Evidence furnished by *Mr. Thomas Mackay*, on Petition of Lessees of Westport Colliery Reserve. (Clauses 1 to 6 were answered on the 29th July.)

7. As regards the formation of the streets, this is incorrect. The main one—Palmerston Street—which divides the Colliery Reserve from the freehold side of the town, also Wakefield and Rintoul Streets, off it, on the Colliery Reserve or river side, were first formed by the Provincial Government in 1872. Brougham Street, leading to the railway-station, was also formed subsequently by the Government. Besides, in January, 1875, the Borough of Westport was endowed by Crown grant with the municipal reserve of 240 acres, for such purposes as the formation of streets, and drainage.

8. This is correct, as to the depreciation of the value of property; but that is due to the reaction that set in after the discontinuance of the Government expenditure in and around Westport, which, in seven years, amounted to £210,000; besides, the development of the coal mines did not keep pace with the progress and completion of the railway works. Further, a new township, near the mines at Waimangaroa, has sprung up, having four hotels and a population of about three hundred, which is principally a migration from Westport.

9. The rents of freehold sections in the main streets—which, according to situation, range from 7s. to £1 a foot frontage, on leases of not more than fourteen years to run, the buildings falling to lessor at the end of the term—have no doubt come down, for the reasons already given in answer to No. 8. And, as regards the rents on the municipal reserve, common report says that not a few of the Town Councillors and their friends are lessees, and they had the question of reduction of rents in their own hands.

10 and 11. Proceedings are, no doubt, threatened, to enforce the agreements for leases and payment of arrears of rents; but, apart from all other considerations, it would be unjust to those who have duly fulfilled their agreements, and paid their rents, not to do so; however, it has been intimated to several of the persons who so complain, that a recommendation will be made to the Government to accept the surrender of any agreement or lease which they may wish to give up, on the condition that all arrears of rent shall be paid up to the 30th June, 1881.

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

and Mr. Charles G. Andrews, Assistant-Inspector, Bank of New Zealand, will disprove the allegation regarding it.

(7.) The terms of the annexed form of the agreement in question will also disprove this allegation.

(8.) There is only one person—the Receiver of Gold Revenue at Westport (who is appointed in the leases)—employed in the collection of the rents of the reserve and the necessary relative matters connected with it, and his pay for same is £50 a year. Since he was appointed the receipts have amounted to £3,030, and his salary to £200. The proportion of my pay of £100 a year as agent for the Crown, chargeable to the reserve, would be very trifling, as the work forms but a very small part of the duties of my office, which embraces the Curatorship under “The Westland and Nelson Coal Fields Administration Act, 1877,” of all the West Coast coal fields, the aggregate acreage of which is 130,000 acres, besides having also a similar charge of the Kawakawa coal field, in the Bay of Islands, as well as other matters of a cognate character.

As regards the prayer of the petition, enough has been said in the foregoing pages to show how suicidal it would be to repeal the provisions of the present Act (sections 7, 13, subsection 4, 17, and 18 of “The Westland and Nelson Coal Fields Administration Act, 1877,”) in regard to the Westland Colliery Reserve, and give power to alienate the land thereof absolutely from the Crown. It is misleading, of the petitioners, to imply that there is any analogy between the circumstances of this reserve and the lands of other townships on the gold fields. They were not valuable reserves set apart for an important colonial purpose, and vested in the Crown as security for the expenditure on that purpose, and, consequently, there could be no good reason against selling the freeholds on them; but the contingency may soon arise when more of the Colliery Reserve may be required for the purposes to which it was originally dedicated, and I need not say that the compensation which would have to be paid for any freehold which might be taken would be much higher than if the matter rests as it is.

In addition to the document marked “A,” referred to in subclause 6 of clause 15, I annex for reference the following documents:—B. Blank form of agreement to take a lease on the Colliery Reserve. C. *Gazette* No. 14, of 1876, containing the report of the Westport Colliery Reserve Commission. D. “The Immigration and Public Works Act, 1875” (See clauses 23 to 28). E. “The Westland and Nelson Coal Fields Administration Act, 1877” (See clauses 7, 13, subsection 4, 17 and 18).

A.

Mr. MACKAY to the INSPECTING OFFICER, Bank of New Zealand, Wellington.

DEAR SIR,—

Government Buildings, Wellington, 1st August, 1881.

A petition has been presented to the House of Representatives by a number of the lessees in the Colliery Reserve at Westport, in one of the clauses (15) of which it is stated that “the administration of the reserve by the Commissioner has been arbitrary and capricious;” and one of the instances given of this is that “he took Section 55 [It should be 52: 55 belongs to Mr. Dragacovich, Wakefield Street,] from John Munro without any compensation.” Now, you are aware that the section in question was owned by Mr. W. C. Roberts, late manager of Bank of New Zealand, Dunedin, Munro being only his agent, and that Mr. Roberts, in the year 1877, while you were manager of the bank at Westport, commissioned you to arrange with me as to the compensation he should receive from the Government for it, and that I wrote you a letter offering £50 as such, which I believe you recommended Mr. Roberts to take, but which he has not yet done.

Will you kindly state briefly on the back of this letter your recollection of the matter, that I may adduce it in support of my version of it.

I have, &c.,

C. G. Andrews, Esq.,

THOMAS MACKAY

Inspecting Officer, Bank of New Zealand, Wellington.

MINUTE by Mr. ANDREWS in reply

I CANNOT just now lay my hands on the correspondence between myself and Mr. Roberts on the subject of the Colliery Reserve sections. To the best of my knowledge and recollection you offered £50 compensation for Section No. 55, it having been taken by the Railway Department. I believe I recommended Mr. Roberts to accept your offer, but he declined, stating it had cost him a much larger sum. I am of opinion Mr. Munro had an interest with Mr. Roberts in this section, but this I do not know for a fact.

C. G. ANDREWS.

P.S.—I am of opinion that the compensation paid by you on behalf of the Government, for sections on the Colliery Reserve required by the Railway Department, was, in the cases that came under my notice, fair and reasonable.—J. G. A.

B.

NOTICE of Terms on which Leases will be Granted.

NOTICE is hereby given to all persons entitled to leases in terms of the “Report of the Royal Commission on the Westport Colliery Reserve,” as published in the *New Zealand Gazette* No. 14, of the 14th March, 1876, that the Government will grant them leases on the following terms:—

1. That, on payment of arrears of rent due, at the rate of £1 per annum for the years 1873 and 1874, and £2 10s. per annum for the two and a half years ending 30th June, 1877, leases will be granted for twenty-one years from the 1st July, 1877

2. That for the first seven years the rents shall be as per following schedule:—(1.) For sections fronting Palmerston Street, including corner sections of cross streets, from south side of Wallabi Street to Section 34, south side of Wakefield Street, both inclusive, and the frontages on Wakefield Street, at the rate of £5 per section per annum. (2.) For sections fronting Palmerston Street, including corner sections of cross streets, from Section 33 to Bentham Street, both inclusive; the sections in Henley, Pakington, Nelson, Cobden, Lyttelton, and Bright Streets, at the rate of £2 10s. per section per annum. (3.) The remainder at the rate of £1 per section per annum.

3. That, for the second period of seven years, the rents respectively shall be an increase of one-third, and for the third period, double the amount paid during the first period.

4. The cost of the leases will be £1 5s. each, which includes counterpart and stamps.

Those persons who wish to take out leases on the above terms are required, between this date and noon of Wednesday, the 8th August, to sign an agreement to that effect at Mr. Bowen's office, Court-house, Westport. Those who fail to do so are informed that their names will be reported to the Government, so that the necessary steps may be adopted for the taking possession of the premises by the Crown.

THOMAS MACKAY,

Agent for the Crown.

Westport, 30th July, 1877

Form of Agreement to take out Lease.

I HEREBY agree to take out a lease from the Crown of Section No. _____, _____ Street, Colliery Reserve, on the terms of the above advertisement.

Dated this _____ day of _____, 1877

(Signature.)

Witness :

Gazette and Acts referred to in preceding papers:—*Gazette*, No. 14, 1876; "The Immigration and Public Works Act, 1875;" and "The Westland and Nelson Coal Fields Administration Act, 1877 "

By Authority : GEORGE DIDSBURY, Government Printer, Wellington.—1881.

