

tenants under present terms, not under leases, but under a memorandum agreeing to take a lease under the terms mentioned in the petition. The people have continued nominally to own certain sections, but have never been in occupation, considering them of no value; and Mr. Mackay, the Commissioner, has taken proceedings against those people, and of course in a Court of law it is held if you sign an agreement to lease you are legally bound. As to clause 13 of the petition, some of the sections allotted as compensation turned out to be in the bush, and to be of no value whatever, and the Crown is now enforcing the rents agreed upon to be paid, and the tenants now say the compensation has turned out to be an actual infliction instead of a measure of relief.

29. *The Chairman.*] Did any of the tenants ever apply for cancellation of these bush sections?—Yes.

30. And that has been refused?—Yes.

31. They have absolutely applied to have the agreement cancelled?—Yes; the Minister of Lands visited the place in February last, and upon a representation being made to him as to whether it was not fair that the people who got these compensation sections should be relieved of them without paying up the arrears of rent, he distinctly told them yes.

32. Without paying up the rents?—Yes.

33. Did not the people apply for these sections by way of compensation?—The Provincial Government offered these sections by way of compensation.

34. Without an application of the people for them?—The resolution was made by Alexander Reid. He made a resolution that the people be compensated for losses; and a Commissioner was sent down to inquire into the circumstances and allot compensation, and he allotted these sections.

35. No objection was raised on the part of the people, and they received these sections as compensation at the time I understand you to say?—Not at all. The expectations of the future prosperity of the place induced them to take them.

36. Which expectations have not been realized?—No, not at all.

37. You say you thought you made a very good arrangement for your clients, and they were satisfied?—Yes.

38. *Mr. Stevens.*] These people are not paying £5 for the back sections—only £1? These sections are not worth anything. It would be far better to take them back.

39. *The Chairman.*] Are there any of these petitioners who did not get their sections by way of compensation for losses and damage by flood?—Some of them hold sections who did not get them as compensation.

40. Can you tell in what proportion?—In a very small proportion. I think all the present holders are *bonâ fide* occupiers who have occupied the sections and rendered them of value by building on them.

41. For the most part the speculators have left the district?—Yes.

42. *Mr. Pearson.*] Have they paid their rent?—No, certainly not. Only the people who are now in occupation have actual cause of complaint.

43. How many acres are there in this reserve altogether?—I cannot say from memory.

44. All flat land?—Yes, it is all level.

45. *The Chairman.*] I understand that none of the petitioners are those who received these sections as compensation, and those who took them up for speculative purposes are not among those now petitioning?—No; there are no speculators amongst the petitioners, who are all *bonâ fide* residents, to the best of my knowledge.

THURSDAY, 7TH SEPTEMBER, 1882.

Mr. Munro, M.H.R., stated that he wished to make a short explanation with reference to certain alterations which had been made in his evidence by Mr. Mackay. In the cases of John Carr and John Tyrrell very large sums of arrears of rent have been brought under the notice of Mr. Mackay, but the Commissioner has agreed not to enforce execution for payment of arrears. In reference to another part of Mr. Mackay's evidence, I have to explain, that it was only business people who paid the license fee of £5.

## APPENDIX.

No. 1.

MEMORANDUM BY MR. T. MACKAY.

*In the matter of the Petition of Samuel Riley and others, Tenants on the Colliery Reserve, Westport.*

Wellington, 4th September, 1882.

THIS petition is virtually a reproduction of a similar one which was dealt with by the Waste Lands Committee of last session, and, stripped of its verbiage, its gist is as follows: (1.) The premises on which the petitioners ground their request is, that they were forced to accept the conditions of rent and tenure they profess to groan under in consequence of their defenceless position as residents on the reserve at the time those conditions were agreed to by them. (2.) That, such being the case, they should be allowed to purchase the fee simple of the land, or that their rents should be reduced to a sum equal to the value of the land at the time they settled upon it, and a provision made for a permanent tenure.

With regard to the allegations in the first division of the petition, the actual facts are as follows: The petitioners for the most part were holders originally of business license sections under Gold Fields Regulations in a portion of the Town of Westport, partly composed of freeholds, Native, and Colliery Reserve land—but of this latter there was only one-third occupied of the present frontages of the reserve. Some of the petitioners, either in consideration of the losses they had actually sustained by being washed out by floods, or the danger they ran of a similar fate, in the years 1871, 1872, and 1873, were, indiscriminately as regarded titles, allotted by the Provincial Government of Nelson fresh sections on the Colliery Reserve, to which they could remove their buildings on condition of *bonâ fide* occupancy within six months after such allotment. This Act of the Nelson Government in allowing