

their (*sic*) bargains, the rents have not been collected for four or five years, until they have accumulated to large sums, varying from £50 to £100 now payable."

I regret to be obliged to say that these are highly garbled statements altogether, and I can hardly believe that Mr. Munro could have made himself acquainted with the real facts, before he endorsed the statement of the petitioners.

The facts are these: There are but few bush sections, as Mr. Munro terms them, on the Colliery Reserve, unless he means generally the sections which are only liable to a rent of £1 per annum. The defaulting tenants of this class, with one or two exceptions who have pleaded poverty and have been allowed time to pay up the rents they respectively owe, are mostly well-to-do men in Westport, the principal being Mr. John Hughes, whose sections are close to Main Street, and which are referred to in the following evidence he gave regarding them before the Royal Commission in Westport, in December, 1875. Mr. John Hughes signed an agreement for a lease of a block of Sections Nos. 147, 148, 149, and 150, circumstanced as follows:—*

Main		Mill Street.	Street.	
147.				
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 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.

WEDNESDAY, 1ST DECEMBER, 1875.

Sections 147, 148, 149, 150.—*John Hughes, Claimant.*

Sections 147, 148, 149, and 150 were granted to Tonks and Hughes by Commissioners Giles and Dobson, in lieu of sections previously occupied by me. I paid rent upon them until June, 1875. I claim £30 for Section 147, as it is a corner section, which would be worth £2 a year for fourteen years as a cottage site. They are not suitable for the erection of an hotel. I value Sections 148, 149, and 150 at £20, and I consider 30s. a year would be a fair rental. In the present state of things in Westport I should not feel justified in giving more for them. When these sections were allotted to me they were not cleared. There was a road up Palmerston Street, but there were no business places around them. I have paid two years' rent upon them, and have not received a penny in return. There is no demand for cottages now; but if I were to build a good large house, it might let for 20s. a week. I did not buy them for speculation. If I got the sections at a reasonable rate, I would build a good house upon the four sections.

The Commissioners: Why did Commissioners Giles and Dobson allot these sections?—Because there was a second flood after Mr. Sharp's allotment; and besides, a great many people who were entitled to sections were left out of Mr. Sharp's allotment.

You have stated that Sections 147, 148, 149, and 150 are worth £90 collectively, and a rental of £6 10s. per annum. Do you estimate that upon the assumption that you would get a fourteen years' lease?—Yes. It would of course be better if we had twenty-one year leases, because we could then deal with the sections as we liked. The rental in that case would be increased from £6 10s. to £10 or £12. People would go to greater expense in building houses.

The element of uncertainty has a considerable effect in your estimate?—Yes. I would sooner pay £3 a year for the sections if I could utilize them than pay 30s. for them now.

It will be seen by the above that Mr. Hughes, in 1875, considered that if he got a twenty-one years' lease of these four sections they would be worth a rental of from £10 to £12, but now, when the actual rental of the whole four, under the twenty-one years' lease agreement which he signed, is only £5 10s. a year, he desires to take only the corner Section No. 147, the rent of which is £2 10s., and repudiate the other three immediately behind it. The accumulated rents he is due on the lot amount to £32 5s., but, with one other exception, who is dead, the remaining defaulters in the category are only four, owing on an average £13 10s. each.

I have only to add that proceedings have no doubt been taken 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 the Government will 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 last.

THOMAS MACKAY,
Agent for the Crown.

(Telegram.)

No. 2.

John Munro, Esq., M.H.R., Wellington.

Westport, 6th September, 1882.

HAVE taken up 114 and 112 forced on me by litigation, having houses on them. Offered £1 per annum for three sections in one lease, 93, 94, 100. Would be same terms as Mrs. Wright, 96, 95, in same block. No argument against petition.

JULES SIMON.

(Telegram.)

No. 3.

John Munro, Esq., M.H.R., Wellington.

Westport, 6th September, 1882.

My purchase for hotel and furniture was £300; license just paid, £50. Consider main value to premises was license.

HANS LARSON.

* See also copy of evidence given by me before the Committee of last session on this particular case.—T.M.