

69. As I understand it, what they want is that if the tenant does not pay up he should be ousted at once?—Just so.

Mr. Carroll: That you should take legal proceedings to recover possession of the land.

Witness: Then comes the question, who is to pay the costs?

The Chairman: You would have to deduct the costs from the rents.

Witness: My instructions are to charge $7\frac{1}{2}$ per cent.

70. *The Chairman*.] Is there no order authorising you, so as to enable you to collect these rents, to sue or take other legal proceedings?—The only order is that $7\frac{1}{2}$ per cent. shall be charged. I should hesitate to put the country to the expense of a suit or legal proceedings which might be very costly.

Mr. Carroll: What they mean is that any tenant being a defaulter should not be allowed to continue in occupation: that, in effect, he should forfeit his lease.

Witness: Then this would follow: that the result would be much worse for them. If we ousted a tenant who now pays, say, 10s. per acre, we should not, perhaps, get a tenant to pay more than, say, 7s. If we get rid of a tenant who should pay, no matter what amount, it is more than probable the holding must be let at a lower rental. To precipitate matters, therefore, must tend to the disadvantage of the Natives themselves.

71. *Mr. Carroll*.] Then the question arises, how long are these people to wait?—That is the question, and it is a very difficult question to deal with.

72. *The Chairman*.] You say these leases are in respect of bush-land which the tenants have not capital to clear; are there tenants in arrear who have the lands?—There are two tenants, or more, on very good fern-land, that are in arrear.

73. Have you had any complaints that rents are too high?—Yes, very numerous complaints.

74. *Mr. Ballance*.] Does that apply to this particular class of lease?—It is necessary to distinguish between the two classes of leases; the ordinary lease and the confirmed lease. The lease referred to in this petition is a confirmed lease: under this class of lease, which the petitioner represents, there are very few arrears?—Very few arrears.

75. You have said that the settlement to be made was to be based upon the amount of rents received during the previous half-year. Suppose that during the half year previous the whole of the rents were paid, in that case the natives would receive their rents punctually?—Yes; the money is sent from my office so as to reach Mr. Reynolds on the 1st January and the 1st July.

76. The rents under these confirmed leases are paid within six months after they are due, and in that case would not the whole of these rents be payable on one day?—Yes; but it is necessary to explain, in reference to these confirmed leases, that we have, as far as possible, endeavoured to satisfy the Natives; we have not waited for the first of each month to see that the rents have come in.

77. Then, they are paid before they are due?—We recognised that there was a hardship inflicted on the natives—that the receipt of their rents was taken from them.

78. What I want to make clear is that it is not under these confirmed leases that the tenants are in difficulties?—No; they are not in difficulties.

79. Whatever may be the difficulties under the ordinary leases, or the arrears due, these difficulties do not exist under these confirmed leases, and the arrears are very few?—Very few.

80. *Mr. Carroll*.] The rentals under these confirmed leases were bargained for between the Maoris and the European tenants themselves, and the Public Trustee had nothing to do with them?—No.

81. *Mr. Ballance*.] What would you recommend in order to give effect to the clause in the Act of 1884 so as to get the Natives to agree to the renewal of these leases?—The change I recommended, in consultation with the Minister of the day, was that Assessors should be appointed by the Natives to confer with Mr. Reynolds, as representing myself and the lessees; but we were placed in this difficulty: that the Natives would not appoint; they said they would not appoint.

82. But there is another difficulty: Suppose they did appoint, and they did not agree to any rent at all, would not that be a dead-lock?—Yes.

Mr. Ballance: If the evidence given yesterday be correct, that is how they would act again.

Mr. Monk: Are we, in equity, bound to deal with these leases at all? Is there any reason in equity which suggests itself that the Government should force these leases to be effective as against the Natives if the conditions are not complied with?

The Chairman: It is perfectly clear that the Public Trustee has no power except with the consent of the Natives.

Mr. Monk: It is in evidence that there was a Bill before this House which contemplated the forcing of these people by some means or other to lease their land. How did that arise?

Mr. Ballance: It arose in this way: under the Act of 1884 provision was made for the renewal of leases. It was believed that a large portion of the Natives were willing to renew their leases. A large number of Natives were willing to renew. Then the Atkinson-Whitaker Government left this Bill in type, which provided that the three parties must agree. There was no objection raised to that, but after the Act was passed it was found that the Natives would not agree. The minds of the Natives appeared to have undergone considerable change; previously they were in favour of renewing; now the large majority of the Natives were against renewing. Then, the idea was entertained, as the whole of the Natives would not agree, that Assessors might be appointed to represent the Natives.

Mr. Monk: Is it desirable to do so?

Mr. Ballance: I think the Natives ought to have the power, if they pleased, to appoint an Assessor to carry out the clause on behalf of those Natives who are interested.

Mr. Carroll: They could appoint any one they please to represent them.

Mr. Monk: Could they not collect their own rates and rents in any way that would be satisfactory to themselves?