

2424. You say that when these leases were taken up they were above their value?—They were at their value at that time; some of them exceeded the value, owing to competition.

2425. Since 1875 do you think any were taken up at a higher price than their value?—Yes, undoubtedly.

2426. When these original leases were taken up, do you remember if anything was said about improvements?—The Native discussion which took place in relation to them was principally about the karaka-trees and the apple- and peach-trees that were on them.

2427. Did Mr. Mackay when at Patea say anything about getting the improvements at the end of the lease?—Not that I am aware of.

2428. Did you witness any confirmed leases?—Yes, several.

2429. Did you ever hear the Natives making any point about getting back improvements?—The main talk was about the preservation of their karaka and other fruit-trees.

2430. Do you remember the Act of 1881 being passed?—Yes.

2431. I suppose you always took an interest in the subject of these leases?—Yes, always.

2432. I dare say you have read the Act relating to them?—Yes.

2433. Did you make any suggestions yourself as to confirmed leases with reference to the Act of 1881?—Is that the Act that allows leases for twenty-one years?

2434. Did you suggest that the Public Trustee should have power to extend it to thirty years?—I suggested a meeting of lessees to petition Parliament to be brought under that Act, and the regulations of the 13th February, 1883.

2435. When was that?—It was about 1883 or 1884, I think.

2436. *Mr. Levi.*] They were already under the Act of 1881?—There was an Act or regulation that gave the Public Trustee power to lease land over the Waingongoro River for a second period. There was a meeting called of the Patea lessees to petition Parliament that their leases might be made for a similar period.

2437. You remember that meeting being called?—Yes.

2438. The result of that meeting was that petitions were presented to Parliament?—Yes.

2439. You came down here as one of a deputation from that meeting?—Yes.

2440. Did the lessees find that the Act of 1884 did not work well?—They found that one of the clauses in the Act was inoperative.

2441. Do you remember which clause?—The 13th.

2442. Why?—Because it required the consent of the Native owners.

2443. Did you see the Public Trustee about this yourself?—Yes; I suggested that to get the consent of the whole of the Native owners would be impossible. Many of them were children, while others, deceased, were represented by substitutes appointed by the Court: that was subsequent to the passing of the Act of 1884. I represented to him that the bulk of the people, including the principal owners, should be sufficient. In lots of cases that could be obtained; but he held that it must be the whole.

2444. The result of your interview with the Trustee was that the Act of 1887 was passed?—Yes, that result followed.

2445. It provided for arbitration?—Yes.

2446. Do you remember meeting Mr. Mackay at the meeting held on the 9th of December, 1884?—Yes.

2447. Were you personally present?—Yes; I was chairman.

2448. He then explained to the lessees the Acts that had been passed?—Yes.

2449. The Act of 1884 and the Act of 1881?—Yes.

2450. Questions were put by the lessees, and he gave answers to them?—Yes.

2451. Do you know what was the result of that meeting—whether any improvements were effected as a result of it?—Only one I know particularly; that was by Newland, who built a house.

2452. There may have been others, but you do not know of them?—There may be.

2453. Arbitrators were appointed by the lessees under the Act?—Yes; Mr. Livingston was appointed on behalf of the Natives.

2454. Where were the meetings of the arbitrators held?—At Manutahi, Waitotara, and Patea.

2455. Who did you receive your instructions from?—We received no instructions: we arranged our own meetings. The regulations were supplied to us by Mr. Rennell, I think.

2456. How did you go to work?—Mr. Livingston and myself consulted together as to the mode of procedure: we had several consultations on the subject, at which we decided the dates of meetings and the method of procedure.

2457. Did you give any notice?—We issued notices to all lessors and lessees, fixing the dates of the meetings and appointing the places where they were to be held. The notice [confirmed lease No. 46, H. T. Turner, put in] was in accordance with the orders in the regulations. The names of the Native lessors were supplied by Mr. Rennell as being the proper owners of the ground. The names of the persons to be served were written on the back of the notices. A copy was then served on them by Mr. Thomas Fisher. A declaration of the service of the notice was produced by Fisher, and was read in the Court, so as to show that each person got proper notice.

2458. That procedure was followed in every case?—Yes.

2459. How did you go to work at your meetings? was evidence called?—Yes; the interpreter was there to interpret it. The clerk took the whole of the evidence in writing. As it was taken each witness was sworn. At the end of his evidence it was read over to him, and he was requested to sign it, and did so.

2460. Was fair-play given to them—it is suggested that fair-play was not given?—They had every facility and fair-play. The nature of their evidence generally was a protest; but there were cases in which they went very fully into the lease.