

2984. What did you make the lessees understand as to the term "substantial improvements"?—The same as in the regulation of 1883.

2985. What does the term "reclamation" of land mean?—I consider that the reclamation of land means reclamation of swamps, draining, scrubbing, particularly in regard to swamp-lands.

2986. You are aware that the term "substantial improvements," unless included in the term "reclamation," is not included in sowing grass-seed?—I am not clear whether I meant that at the time or not.

2987. That is a matter of considerable importance, is it not?—I am not clear; but I think there are other questions and answers there that might help to elucidate the matter.

2988. What would you estimate the cost of laying down in grass. They could not lay the land down in grass because of the stumps?—They would sow a little cocksfoot all through it: it would not cost more than 10s. or 12s. an acre.

2989. Any rye-grass and clover?—No; they do not sow rye-grass.

2990. What do they sow?—Cocksfoot.

2991. What quantity?—I suppose they would sow 12lb. or 14lb. to the acre.

2992. What was your authority for holding out to these lessees the exceptions which you did, or giving them the information as to the basis of the arbitration which you did give them?—I received no authority from any one; I did it of my own accord.

2993. You were acting as the representative of the Public Trustee?—Yes, to a certain extent. I had certain duties devolving upon me as Reserves Trustee. My acts were never questioned by the Public Trustee or by Ministers.

2994. *Mr. Stewart.*] Did you look on your representations as having any binding effect?—I guarded myself to a certain extent. There was no shorthand-writer at the meeting, but it was taken down in longhand: it is substantially correct. I had never any idea that a report of the meeting would be published.

2995. If these representations had no binding effect, were they calculated to deceive the tenants into making improvements?—Very likely. No doubt I considered that, were I to continue in office, I would have endeavoured to carry out what I shadowed forth at the meeting.

2996. *Mr. Parata.*] Did it encourage the tenants to enter upon improvements?—It is quite possible it did.

2997. *Hon. the Chairman.*] Did you believe that the lessees were mainly or largely influenced by your remarks and statements at this meeting as to improvements on their lands which they would hold under this legislation?—I believe so.

2998. Are you aware of the evidence given by the Public Trustee before a Select Committee of the House of Representatives in 1887 upon the petition of Ngarangi?—I was only made aware of it lately.

2999. I will read it to you:—

"49. *Mr. Ballance.*] Has any promise been made, or is there any obligation that these leases shall be renewed at the expiration of the term?

"*The Chairman:* By the Trustee?

"*Mr. Ballance:* By any one?

"*Witness:* I think there is an implied promise. I should explain that, when the Act of 1884 passed, there was a provision in it that these confirmed leases should come under the Act and be renewed. I think, if the Act is referred to, you will find some such provision. In accordance with that Act, Mr. Thomas Mackay, who was then on the West Coast acting for the Trustee, held a meeting of these confirmed-lease holders. I believe it will be found that he made a promise to them that their leases, having come under the Act, would be renewed for thirty years at a rental to be determined by valuation.

"50. What power had Mr. Mackay to make that promise?—He was acting for the Public Trust Office: he was on the spot at the time.

"51. Was he acting for the Natives?—No; not for the Natives."

What is the meaning of this: that you held out a promise of a thirty years' lease?—I never mentioned "thirty years."

3000. Was not that provided by the statute?—I never mentioned the words.

3001. Or "extension to thirty years' lease:" was not that a matter that rested with you?—No.

3002. *Mr. Peacock.*] How did you understand your meeting with the lessees? Did they ask you to hold a meeting, or did you call them together?—They were coming to my office in ones or twos, asking me to explain the effect of the section to them. I said to them, if you wish me to give you my ideas on the subject, the better way would be to have a meeting of the lessees, which I will attend for the purpose.

3003. Then, that meeting was convened for the purpose of your giving explanations to the whole of the lessees, as you had been asked by one or two to give such explanations in your own office—namely, explanations upon a matter with which you were presumed to be conversant?—Yes.

3004. *Hon. the Chairman.*] Have you read this evidence given by the Public Trustee?—Yes, I have.

3005. I mean the evidence on Ngarangi's petition?—Yes.

3006. Do you know the meaning of his view here expressed in the words "that there was no objection to the land reverting to the Natives after the expiration of the lease"? Do you know whether he means to the Natives "free to lease," or reverting to the Natives "free to deal with as they please"—to be their own lands, in fact?—I really could not tell you.

3007. Do you agree with the view which the Public Trustee then apparently held, that it would be better the Natives should manage the lands themselves?—No.

3008. You have a large experience of Natives, and of Native affairs?—Yes.

3009. Will you state your general reason for thinking that it is desirable that the property of