

the leases given by the Public Trustee, as large and sufficient areas were reserved of the best part of each grant for use of owners. Taking the land now unsurveyed into consideration, there are, I believe, some thousands of acres more than could be let with advantage to both races without disturbing the necessary reserves now existing for support of Natives.

In the matter of the confirmed leases, the Natives themselves, or rather a few of them, let the land, and let a much larger proportion of the land than would have been let had the Public Trustee been lessor: but even here I doubt if there is an insufficiency if the Natives would use it, as in the Whareroa Reserve, where least remains unlet, the head men have let out the unleased parts at times to Europeans for grazing, much to the annoyance of some of the grantees, who got no part of the proceeds.

*Unpaid Rents.*—In cases of Public Trustee leases, all rents have been practically paid to the 30th June, 1890, except one case where I did not sue the lessee, as the amount to be distributed would only amount to 7s. 6d. a grantee. This rent will be sued for, if unpaid, on the 1st October next, with interest.

*Confirmed Leases.*—I put in a list of these leaseholders, showing rent in arrear to the 30th June last, and it will be seen that wherever they are unpaid there is a legal reason; and a number of the cases will require to be settled by a Court of law. In the case of McGregor, No. 9, Tumahuki denied he signed a receipt for £109 5s.; but I produce copy and have original receipt either in my safe at New Plymouth or with our solicitor at Hawera. This receipt is signed by Tumahuki and three others, and because the Public Trustee would not recognise the payment of this money by lessee after he had been warned by me not to pay, as the four Natives had no sole right to the money, when eighty-nine grantees were interested in it, is one cause why lessee would not pay up. Another complaint made by Ngarangi was that large rents are in arrears, specially mentioning W. Symes and G. Newland. The former owes nothing; and the latter's contention is that he only owes rent under award, whereas the Public Trustee holds that under Suspension Act he owes rent under confirmed lease, and this case is one before the law Court. Since 1887 I always took written statements, which I produce, of what each confirmed-lease holder owed, attached to my pay-lists, when I visited the Natives, and explained that any rent paid under award was good and binding if paid before passing of Suspension Act. The Natives could not see this, and I specially sent a copy of how rent in one case stood to Ngarangi, and asked him to send it to Mr. Levi. Ngarangi thinks that all rent should have been paid in full under confirmed lease; hence his refusal to accept any rent under award. With regard to a complaint made specially against me that I did not define interests fairly, I have to state that when the West Coast Commission sat to arrange lists for grants only a few representative Natives in each case came forward. So with my predecessor Mr. Mackay; so with my definitions; so now with the Native Land Court. I arranged with those representatives, and finished lists in presence of an Assessor at final meetings held with the representatives. I never pretended that I got all, or even a majority, of the grantees together, although I warned them all so far as I could. I had a difficulty at Hawera, as a combination was formed to defeat the law, as was proved by evidence taken before Judge Wilson, and alluded to in his judgment in 1887, copy of which I produced to Native Affairs Committee of 1889; but even these, of twenty-nine cases in Hamua, Hapotiki, Whareroa Reserve, where this complaint comes from, twenty-three followed my lists, and six were altered. In every case of fancied hardship, an appeal to the Land Court for partition will settle the matter, as the Public Trustee pays rent on land as partitioner as soon as partition is surveyed. About one-third of all the area I defined has been partitioned since by the Native Land Court without any material alteration. This alone shows that I did it in accordance with Native wishes, and fairly; and I further refer to Mr. Fisher's evidence that, if land is hereafter partitioned by a Native Land Court in his district, he believes the Natives will go by my lists. A block of 2,500 acres was partitioned at Opunake by Judge Puckey not three months ago exactly as I defined interests among seventeen grantees in 1885, and I am positive all north of Opunake will be generally partitioned on my basis.

*Re proposals of Native petitioners,* of which I have heard only a bare outline, but understand committees of three in each grant to manage is proposed, I have, to remark that this means between fifty and sixty committees, the election of which will be very expensive to begin with, and, as Native mortality is notoriously very considerable, fresh elections will be constantly required. Each committee must employ and pay some one to collect for them, as they could not give receipts, &c.; and great difficulty will exist in collection unless the law is very clear, as it will be much more to the advantage of a lessee to allow himself to be sued and compel suitor to show his right to sue than for the lessee to pay his rent to a doubtful committee or agent. Then some committees will have to collect half-yearly over twenty rents, from 15s. 6d. upwards. Do the committees propose to divide each sum as they get it, or do they propose to do as the Public Trustee does, divide half-yearly? If the latter, what security can there possibly be that the committee will safely keep the money for division-day? Is not the presumption rather that they will spend and waste it long before the time? The lessees will, I am sure, object to the establishment of committees instead of the Public Trustee for many reasons. Supposing a transfer is required, the lessee must procure the written consent of three Native committeemen, at an expense for interpreter, and most likely at three different times; but this opens up so large a field for expense that I will go no further. No mortgage can safely be made. I fear also that the committees will do all they can to get back the leaseholds, as some of the Natives are casting longing eyes on the improved lands.

*Payments.*—Referring to distribution of rents, as a sample of what may be expected of a Native committee, I cite Tumahuki and his three companions using £109 5s. which belonged to eighty-nine grantees. In another case £1,000 was advanced to nine Natives by a lessee, and no rent was paid till accrued rent met amount advanced. In another case a lessee advanced twelve and a half years' rent to ten Natives, and no rent is payable in this case till 1898. In both these latter cases there are 183 grantees and successors to grantees.