

563. To what effect?—I gave a good deal of evidence, but the greater part of it I have forgotten at the present time. I told them this much: that there were some Natives without. I told them of this piece of land which I have described on the plan.

564. Did you give any evidence as to the value of the land, either as regards rent or to sell—I mean the land in respect to which they were arbitrating?—Yes. I gave evidence as to that. I told them I thought some of the land was worth £12 an acre; that a portion of it was worth £9 an acre; and some portion was worth £7 an acre.

565. Were you asked any questions as to rental and value?—No; there was no question of that kind put to me. You have prevented me giving my evidence on Ross's land (No. 40). When we first leased Otauto to Ross we supposed that we were leasing 1,000 acres, but when the Arbitration Court came to arbitrate on the matter it was found that he had 349 acres more.

566. *Mr. Wilson* (Public Trustee's Office).] There must be some error, for, if that were so, it would appear on the survey?—The land was surveyed by Ross and ourselves, but he would not let us see what the acreage amounted to.

567. *Mr. Levi*.] When this piece of land was surveyed, was it arranged that there should be an exchange of any portions of it?—We persisted in asking Ross to let us see what was the acreage of this piece of land, but he said it was a little over 50 acres.

568. Which piece of land?—Otautu.

569. Was it Otauto?—There were 52 acres which we reserved for our own occupation. He told us that the excess of acreage was very little more than we agreed to lease, and that we might keep the 50 acres. There were surveys made of the land, he to pay half the cost of the surveys, and we the other half. We paid our half. We told him that he could pay our half out of the rental, and pay the whole sum to the surveyor himself.

570. Was it part of this, or was it out of another block?—It was outside the 300 acres. It was only when we took the case before the arbitrator that the agreement appeared to be in Taurua's name, and we asked how it was that Taurua's name alone appeared.

571. *Mr. Peacock*.] If the agreement was only for 50 acres, was it to be 50 acres in lieu of 50 acres out of another part?—That was what we wanted; if they had agreed to that we would have been satisfied. We did not care whether it would have been 56 acres more or less.

572. *Hon. Captain Kenny*.] Who instructed the surveyor to measure the land?—We instructed him to survey the land, for we thought the land was in excess of the quantity we leased.

573. Did not the surveyor report the quantity of the land to the Natives?—No; Taurua and myself asked him, but he would not tell us.

574. How did you allow him, then, to be paid out of the rental?—We told Ross that we would pay half and he should pay the other, but he was to pay the whole amount over to the surveyor. I suppose the surveyor thought Ross was paying the whole amount himself.

575. The Natives, as I understand, had employed the surveyor: how could they suppose that Ross was to pay the surveyor?—We instructed the surveyor to cut off 116 acres. He informed us about that, but when he came to cut off a larger portion he would not tell us what was the acreage. The surveyor found that in cutting off this small piece there would not be 1,000 acres left. That, I think, is how the dispute arose. What I stated was that, after striking off this portion for ourselves, we thought that the portion left was more than 1,000 acres; but when the surveyor surveyed the land he would not tell us anything about this. Ross himself told us that it was very little more than 1,000 acres—about 1,050.

576. *Mr. Bell*.] What was the date of that?—1882.

577. Where was Ross when he said that?—He was in the township of Patea.

578. *Hon. Captain Kenny*.] Was it Ross or the surveyor that made the statement that there was very little more than the 1,000 acres?—Ross.

579. Were you satisfied with Ross's assurance to that effect?—I thought he was telling us the truth when he said there were 1,050 acres; but, as to an agreement, there was no agreement made between the tribe and Mr. Ross.

580. When the next rent was paid, was half the cost of the survey deducted by Mr. Ross?—Yes.

581. I understood just now that you only discovered the discrepancy between the actual acreage and the statement of Ross when the Court sat?—Yes; on seeing the plan of the place.

582. Had you detected the incorrectness of his statement, would you have objected to any payment being made on your behalf to the surveyor?—Yes, we should have objected.

*Mr. Bell*: The witness says there was no agreement, but there was an agreement.

583. *Mr. Levi*.] Where was it in Patea that Ross spoke to you and your people?—It was in some room in a publichouse. Taurua and I went to interview him about this piece of land. On one occasion it was only Taurua himself that went; on another occasion it was myself, Taurua, and Paraeroa. We interviewed Mr. Speer, the surveyor, about the survey. He told us he had no occasion to tell us what the acreage was—that he would leave that to Ross.

584. Speer was the surveyor?—Yes.

585. *Hon. Mr. Hislop*.] Will you tell us whether this conversation was in English or in Maori?—Ross understands Maori well.

586. Was it in Maori?—Yes, it was in Maori.

587. *Mr. Levi*.] What complaint have you to make (if any) against the administration by the Public Trustee's Office?—We complain of the rent on some of the leases being outstanding, unpaid, for a long period—in some cases, for three years past; that we have not received any rent.

588. Is that all?—Yes, that is all.

589. *Mr. Rennell* (Reserves Trustee).] Will you state the particular rents which you say have not been collected?—Newland has not paid any rent for the last two years; George Gower has