

3340. You know that Ngaruru brought a case in the Court against Owen for trespass?—Yes.

3341. And the Court decided in favour of Ngaruru?—I believe the question of title was raised and case dismissed, but I cannot give a definite reply, as I only read of it.

3342. Do you know the ground of the decision in Ngaruru's favour?—I believe it was a question of title, but I should not like to give a positive opinion.

*Mr. Mackay*: It was dismissed because it was outside the Judge's jurisdiction. It was a question of title.

*Witness*: I am not sure. I think that was it.

3343. *Mr. Sinclair*.] I understood from the Natives that it was because the two women who signed this lease had no right in the Hamua grant?—I am afraid that is on a par with the usual Maori statements. I am under the impression the Judge decided that he had no jurisdiction. I do not say positively it is so.

3344. Do you know the boundary of Sigg's lease at Tirotiromoana?—I have a map; I can show it to you if you wish it.

3345. Do you know if 10½ acres of extra land has been put into the proposed new lease?—I could not say. There is some arrangement between Siggs and Riddiford, the adjoining lessee, but what it is I do not know exactly.

3346. Can you inform us under what authority this 10½ acres of extra land are given to Siggs?—I think this will explain it: Mr. Riddiford's lease ran into the Tirotiromoana about 10½ acres, and it was found far more convenient to give it to Mr. Siggs by arrangement with Mr. Riddiford. It has not taken any land of the Natives. It is a matter of arrangement between the two lessees.

3347. You are confident no further land has been taken from the Natives?—I could not possibly say that, but believe so.

*Mr. Wilson*: It may shorten the matter if I explain that the Public Trustee has power, where different pieces of land so closely join each other that the land between is of no use, to adjust the boundaries, and in one or two instances I have advised it to be done. There might have been an acre or two taken here and there, but it would be land of no practical value by itself.

*Witness*: If you ask the arbitrators they could tell you.

3348. *Mr. Sinclair*.] Has this been done in a number of cases?—I may state that Mr. Riddiford has one or two small areas of extra land I think, but it was land which was no good. It was in the middle of his leasehold, and had no road to it, and being very poor land was done for expediency. It has not taken any from the Natives, because the Natives never used it.

3349. Just another matter not touched upon yet: do you know of any cases in which Natives have alienated lands by wills to Europeans?—I have heard of two cases, but I have not seen the wills. It is only hearsay, so far as I am concerned.

3350. Have you heard that they have come before the Native Land Court?—I could not state positively.

3351. On application for succession?—I believe one is, but I could not say positively.

3352. *Hon. the Chairman*.] How do you connect that with the order of reference?

*Mr. Sinclair*: I quite understand the order of reference, but the position is this: Attempts are being made to obtain this land by wills, and we wish for legislation to put a stop to it. I have only one more question: does Mr. Rennell, as Trustee to the Natives in the district, consider it expedient in the interests of those Natives, that such a practice should be put a stop to.

*Hon. the Chairman*: Do you wish for legislation which would render void any Native's will framed in the manner you speak of?

*Mr. Sinclair*: Not to affect past transactions, but to affect any future will that may be brought forward, so as to protect the land of the Natives. I merely wished to ask Mr. Rennell if he thought it would be advisable that such a practice should be stopped.

*Witness*: The Registrar at New Plymouth will not register anything of the kind unless he is compelled to by the Supreme Court. He holds that the grants prevent the land being passed by will.

3353. *Mr. Levi*.] I have one question, Mr. Rennell. You refer to your written statement to some Natives you had given the notices to, and they have given me this account of rents. I ask you to explain one of them, to show the position the payment of the rents is in at the present time. Take, say, the the top case—Gower?—Before I reply I would call the attention of the Committee to this statement I sent to Ngarangi, which he denied ever having received. He positively declared I never informed him how the case stood; yet he has sent my written statement to him to his solicitor.

3354. Explain the top one (Gower's)?—There are 75 acres. It is confirmed lease No. 43 or 44, I am not sure which. I should say the award dates on the 1st February, 1889. The award was made then by the arbitrator. Then I reckon it from the 1st February, 1889, to the 30th June, 1889, at which time the new lease was to have commenced, that, under the award, £9 17s. 10d. would be due from the 1st July to the 31st December of last year.

3355. You take the rent for that period under the award?—Yes.

3356. Why do you take it to the 31st December, as the Suspension Act came in in the meantime?—Because they paid to that date under the award before the Suspension Act came into force.

3357. In paying, did they not deduct the cost of the award?—Yes; £14 2s. 7d.

3358. Are these copies of the accounts you rendered to the lessees?—I could hardly say that.

3359. Did you render accounts to the lessees?—Sometimes.

3360. Have you rendered any account?—I have no doubt I have.