

5 per cent. the ground rental would amount to £277 13s.—that is, 5 per cent on the capital value—and the value of the improvements would, at 6 per cent., produce £56 8s. 7d., bringing it to £334 1s. 7d.

221. Do the improvements belong to the Natives in that case?—Yes. That would make £334 1s. 7d. Taking off 12 per cent. for depreciation, the result would be £294. The land was cut up, and brought £294 1s. 8d. by tender.

222. *Mr. McGuire.*] What was the expense of cutting it up?—Everything included, about £90. If you allow for ordinary depreciation in values and the condition of the place, for it was exhausted, that is another case where Jones is proved to have been very close indeed. Now, I leased a piece of ground by public tender next to Mr. Allan Bell's property. It was poorer land than his, and I put on it an upset rent of 2s. 6d. an acre. This is in the neighbourhood of Mr. Elwin's land. The result of the tendering was an offer of a little over 5s. an acre. I can go right through reserves in that way for the purpose of testing Mr. Jones. I went over much of the land with Jones before I appointed him to see what his estimates were likely to be, and I concluded that he was a capable and reliable man.

223. What has come of the unfortunate man Hobbs and the Wilson Brothers? Have they been able to remain on this land?—No; they could not pay the rent. Hobbs is in debt to the estate some £200 or £300 for rent.

224. *The Chairman.*] I would like to ask you, do you consider it is a wise policy for you, as trustee for the Natives, to endeavour to exact the highest rent that you can get from settlers? Do you think it a wise policy in the interest of the owners? In this way: A tenant may be very anxious to get a place, and he may go to you and offer a rent for a farm of this kind, believing he can make that rent. After occupying it for a year or two, he finds that the farm is not worth it; and, finding it impossible to carry out the conditions of the lease, he takes everything he can out of that land for a couple of years. He makes no improvements, but takes every sixpence out of the land, and then throws it on your hands again. Is it a wise policy to put the tenants in that position?—But I am trustee for a private property.

225. Yes; but you have all the powers of a private owner?—I might not be justified in doing that. Take the case mentioned by Mr. McGuire of a man who could not pay his rent, but went away of his own accord.

226. Did you lose their money?—I have got nearly all the money from one; the other has not been worth suing. I will follow him. It is my duty to get the money, and I should not be justified, unless he cannot pay, in writing off the debt.

227. *Mr. Duncan.*] Do you find the properties are as good when the tenants leave them as when they took them up?—I acknowledge that during the last year of a limited tenancy, when the lessee finds he must quit, the property depreciates. I would not be justified in considering the lessee or the tenant as a private owner might.

228. *The Chairman.*] What I wanted to bring under your notice was this: If I was acting as trustee I would endeavour to place the tenants on that land at what I considered a fair living rent—that is, a rental that these people could afford to pay, and, at the same time, get a comfortable living out of the land, and by that means do justice to the owners?—Yes; but if I was trustee for your estate the beneficiaries would, perhaps, take me to task for accepting such rents while I could have got higher.

229. *Mr. Duncan.*] They could not attack you successfully?—As the law stands they would in this way: They would say that sales of land the market shows that you could have got a higher rental; and the matter would have been left to a Judge and jury.

230. *The Chairman.*] It is the experience of every man who is the owner of land, and who has been in the habit of leasing it, that if he exacts the highest legitimate rent he is the loser in the long run; the tenant either fails to pay the rent, or he makes no improvements, and takes all from the land that it can possibly give, and you have to let the land at so much lower rental next term?—The only way by which a private trustee, as I am practically, can justify himself is by going to the market. It is only the market value of the land which he is justified in accepting. Eminent authorities in England lately have been urging that a private trustee should be protected from the consequences of such a *bonâ fide* administration in the interests of the estate as an owner might reasonably be expected to adopt, but the law at present is very strict with trustees; and it would never do to make any such law with special application to one property.

231. *Mr. Lang.*] As far as I understood you, one of these properties that had been given up actually brought more than you were getting for it in the first instance?—Yes.

232. *Mr. Wells.*] After accepting the surrender of Wray's lease, and having the new valuation made, did you give her the opportunity of taking back the old lease instead of taking up the new one?—The surrender having been made and completed, there was no power to give back the old one.

233. Why did you give me back mine?—You had not surrendered yours. One had been surrendered and registered; yours was only in my hands, and was not surrendered. If you had accepted the new lease, as Mrs. Wray did, I should have asked you to surrender your old lease. You had not gone so far as that; you had not gone so far as Mrs. Wray had.

234. Why did you not tell Mrs. Wray that she need not accept the new lease?—It is impossible for me to say. I would suppose that every lessee understood that he had the option of taking the new lease or leaving it. The delay in making the valuation is of course a matter for judgment on a consideration of the interests of the estate. I am administering the estate for the Natives. If I do anything wrong, if any of these tenants think they have any rights as against me, they can pursue me in the ordinary course. I am prepared to defend every act of mine.

235. *The Chairman.*] Our duty is more to inquire into the equity of the claim than on points of law raised?—It is, I submit, beyond the province of the Committee to inquire into the right or wrong of my acts.