

236. You are administering the estate according to law as far as you believe?—Yes.

237. It will be for this Committee to say whether or not the law should, in their opinion, be altered?—I quite agree with that view. I would, however, say that if, in the interests of the colony and of settlement, encroachment on the present rights of private owners of land is expedient, such encroachment should not begin with one private property, or with the private property of these Natives. It should be general, and apply to the whole colony without respect to persons, classes, or races.

238. *Mr. Lang.*] In connection with that case I mentioned before. When Hobbs gave up the property he was paying a rent of £146, and you relet it for £179. When did Hobbs give it up, and when did the new tenant take it over?—Hobbs gave it up about two months ago, and it was relet on the 16th of this month.

239. *The Chairman.*] How long had it been unoccupied?—About three months. The rent was not paid. Hobbs could not pay, and I told him he would have to go. He accepted that alternative, and he left.

240. *Mr. McGuire.*] This man Hobbs brought £1,200 to that lease, and he worked hard, and it is all gone?—He had it at a very cheap rent. One remark more about the administration of the Land Boards. That is an administration in the interests of settlement, and the valuation of the Crown Lands Rangers are made with every consideration for settlement, and would not be satisfactory to a trustee exercising his discretion in the interests of the private owners of property. The reductions of rentals on the valuation of Mr. Robinson, the Crown Lands Ranger, were reductions on valuations made by a valuer whose motive would be the relief of the settlers, not to find a justification to the Trustee for imposing such a loss as £3,000 a year on the Native owners. Mr. Robinson, in his position, is expected to go in the opposite direction to that in which the Trustee should go. I am not finding fault with Mr. Robinson's valuations, except that they would be in the interests of settlement; but I could not accept valuations on that principle. They would open me to attack.

241. *The Chairman.*] Of course, I can quite understand the position you are placed in as far as the law is concerned; but I have no doubt that the intention of the Legislature was that those lands should have been administered on the same lines as if they were Crown lands, with reasonable rentals, and that there should have been nothing in the shape of rack-renting merely for the interest of the Native owners?—I can hardly agree with that view. The Court of Appeal decided that the property was a property to be administered by the Trustee in the interest of the beneficiaries. If disputes and difficulties had not arisen to require a compromise, the Act of 1892 would have set up a more simple trust, giving the Trustee authority to exercise more of the discretion of a private trustee of private property.

242. *Mr. Wells.*] In your evidence yesterday you said that my rent would have been £80 per year, and that you would have accepted £80 a year, as I had been paying £72 previously. In the notice you forwarded to me *re* my meeting with the Native owners one month previous to the meeting taking place you gave me a rental which came to £120 a year. You put a value of £2,406 15s. on the land, on which I was to have paid 5 per cent. Yet you stated yesterday that you would have accepted £80. In my correspondence, did I not show you where I had spent £500 in buildings on that land?—You had nothing to pay me for improvements.

243. I paid £611 11s. for improvements?—Whatever your improvements amounted to in value they would not amount to £5 per acre, and they would all go to yourself.

244. You had no knowledge whatsoever why Woolridge gave 5s. 1d. per acre?—No.

245. Mr. Bell offered you 5s. for the same section?—Probably he did. I do not recollect what the amount was.

246. Did you not know that he wanted the water-rights to carry on his dairy?—Yes.

247. He wrote you so?—Yes.

248. You stated before the Committee that the valuer got three guineas for this valuation, and that he had to travel a certain distance in order to make the valuation. Did not I inform you by letter that he and the half-caste earned nine guineas in that one afternoon?—I do not recollect the particulars of your letter, but you may have done so.

249. Do you think that it was right for one person to take that for one afternoon's work?—There was proper economy.

250. Do you think it is possible for one man, after 1 o'clock, to go over a farm of 400 acres, then walk a mile and go over a farm of 500 acres, and then walk another mile and go over another farm of 500 acres? Is it possible for a man to do that and carry out his work of valuation properly?—I do not know of these matters. All that I care is that the valuation may be one which I am justified in adopting.

251. Mr. Bell has obtained a new lease?—Yes.

252. What is his figure per acre?—He pays a little more for his new lease than he did for his old.

253. What is the figure for the new lease?—About 3s. 3d. per acre.

254. Mr. Stevenson has also obtained a new lease, has he not?—I cannot recollect.

255. You have made remarks about the insurance business, that the buildings should be insured. These buildings are the property of the tenants, are they not?—Up to £5 per acre.

256. My buildings are my property?—Yes; up to £5 per acre, according to your lease.

257. Why do you demand from me to insure the buildings in your name, and send you the papers?—I decide in the interests of the Natives that the insurance should be in my name. Any party to an insurance can require that the insurance money should be applied to the restoration of the property.

258. Do not you know that if I was to insure my buildings in my own name, and the buildings were to be burned down, the company could either give me the money, or reinstate the buildings, as they thought proper?—Not if I gave notice that I required it to be applied to reconstruction.