

for more than 6d. per acre, while there would be a very large expenditure in making it accessible, and especially if I have to open the road through the lower part. If the settlers in the lower part will contribute towards the making or the cutting of a track through the lower part, then there might not result any loss from the leasing of the upper part.

290. Can you say whether this land we are now considering is the same block in which the people residing petitioned the House, and the petition was considered by the Public Petitions Committee?—Yes, the land is the same.

291. And the upper block is the one referred to that by making the road it would greatly benefit the settlers?—Yes. It was urged that by making this road I would help settlement in the upper portion.

292. You have that under consideration?—Yes. I have to be careful not to be led to do the work in the interests of the settlers of the lower block. If the expenditure will amount to so much that for ten or twelve years I shall receive nothing for the beneficiaries, I should be hardly justified in offering the land by tender.

293. *Mr. Duncan.*] Is there any Government land contiguous to this, or of a similar quality, that has been dealt with since this Native reserve has been set aside?—I do not know.

294. *Mr. McGuire.*] With reference to Bett's, did you issue a writ against this man in order to compel him to pay some hundreds of pounds over and above his valuation?—He was required by this new lease to pay a sum of money by which the value of his improvements exceeded the sum of £5 per acre. He undertook the obligation of the new lease, but refused to pay accordingly, and left me no course but to proceed against him.

295. Do you know the acreage of this land?—I do not recollect.

296. It is 30 or 40 acres of land; and you compelled this man to pay £136, which was over and above his improvements at £5 an acre?—Yes.

297. Were the improvements not his? Did not part of it consist of a nursery?—His lease only gave him the improvements up to £5 per acre. I will just explain about this lease. He had the lease for thirty years, of which ten years had run when I gave him a new lease. Under the new lease he had to pay £4 12s. 9d. less than he had to pay under the old lease.

298. Where is the £146?—That is the capital value, and he has to pay 6 per cent. on the amount.

299. Does that not show you clearly that the rents were oppressive, and that when the valuator for the Land Board in New Plymouth went over the land and reduced the rents it was not plunder after all?—There may have been exceptional cases of high rents.

300. Does this new lease terminate at the same time that the other would have terminated?—No, it is a perpetual lease. All the improvements will be the lessee's under the new lease, and the land will be revalued every twenty-one years without improvements.

301. In the case of Smith, who has less than 20 acres of land, and pays a rental of £17 per annum, he wishes to come under the new lease, and you want him to pay £148 for improvements. Is it not against the interests of everything that the man should have nothing for finance?—Mr. Smith took a lease by public tender, under which he agreed to pay for twenty-one years £16 5s. 6d. per annum, and the rent under the new lease was fixed at £6 4s., or a reduction of £10 1s. 6d. For the value of the improvements over £5 an acre I agreed to take a mortgage at 6 per cent., and that would have made his new rental less than the old. Then there was some trouble with his mortgagee, who would not allow him to give the first mortgage to the Trustee, and Mr. Smith had to go back to the old lease.

302. Will I read you his letter?—I have all the facts here.

303. I have his sworn testimony. [Testimony read. See letter, page 5].

304. *Mr. Green.*] He was precluded from taking this new lease because the mortgagee would not allow him?—Yes. In the case of Ellerms, the rental under his new lease, with 6 per cent. on the value, improvements to be paid for, would amount to £15 2s. 6d., and under the old lease he was paying £16 5s. 6d.

305. What justified you in saying that the valuator plundered the Natives of £3,000?—I said that the Natives lost about £3,000 by a reduction of rents payable under the leases.

306. *Mr. McGuire.*] Ellerms was paying just half of the £17 10s. under the old lease after the reduction?—He was paying £5 after the reduction. It was quite unjustifiable to break the contract. That was brought about by an interference with the Trustee's exercise of discretion on behalf of his beneficiaries.

307. *Mr. Hall.*] Do you not think it is a very arbitrary proceeding for a landlord to fix a new rental on his farms—and the tenant to have no appeal against it?—I am in the position of a private owner—or, rather, trustee for a private owner and I must exercise discretion in the interests of the estate. If there should be any appeal against the terms on which I offer the land my discretion would be transferred to valuers and arbitrators.

308. But I do not think you quite see what I am driving at—that these men are already in possession of this property, that this is their home, and they cannot very well forsake this property; and it is in the interest of settlement, as well as of the estate, that these settlers should be enabled to live on the estate, and pay a fair rent, and in the long-run be a greater benefit to the owners than they otherwise would be. Do you not think it is unfair that you, as a landlord, should have power to nominate a valuer, and that his valuation should be final?—Not as the law stands. I contend that I have the right to do as all private owners, or, rather, private trustees, do: they have the right to fix the valuation or terms without the right of appeal. It is impossible for a trustee to serve two interests—the interests of the owners and of settlement.

309. I am speaking about an alteration of the law. We have met here for the purpose of considering whether these estates cannot be better administered by another body. You do not think it is fair that they should have any appeal against your nomination of a valuer?—If I had a private property of, say, 6,000 or 10,000 acres of land, and you should insist on dictating the terms