

35. Are the tenants called upon by local bodies to pay rates?—Yes, they pay rates; but the Trustee refuses to pay rates for land which he holds in trust.

36. Whilst the Trustee does not pay rates on private lands, tenants are called upon to pay extra rates to keep the roads and bridges in repair?—Yes, that is the unfortunate position.

37. *The Chairman.*] You stated as one of your complaints that an incompetent valuer was appointed to value improvements on the lands, and also the unimproved value; what reason have you for stating that he was not competent?—He was a man with no knowledge of the district. I think that even a man who thoroughly understands land in Wellington here would find a difficulty in fixing the value of land in Dunedin. I have had a good deal of experience in land, and I could not tell you within a pound of the value of land near Wellington, but I could tell you within a few shillings of the value of the land in my own district.

38. Where did this valuer live?—In Wanganui. I have nothing whatever to say against the man except that he had no knowledge of the land. The gentleman in question made the valuation of the land, and the Trustee fixed the value which the settlers had to pay.

39. This man lived in Wanganui?—Yes.

40. Had the settlers no right of appeal against this valuation?—No. The Trustee would not listen to an appeal. The Trustee takes up the position that when he fixes the rent it cannot be altered.

41. You mean to tell the Committee that the settlers had to accept the valuations placed on these lands without any right of appeal?—Yes; the valuation was sent down and the Trustee fixed it, and after it was fixed meetings were called of Europeans and Natives to fix the value, but the meeting was a mere farce, as the Trustee had already fixed the rent, and would not move.

42. Do you mean that the settlers had no right of appeal—no opportunity of appeal against these valuations?—There was a meeting called at the settlers' expense, but the amount of the valuation was fixed prior to that meeting being held.

43. Did the Public Trustee give them the right to appeal or to lodge an appeal against this man's valuations?—There was no right of appeal given them by the Trustee; this is one of the reasons why we are asking for an amendment to the Act.

44. You have stated in answer to Mr. Meredith that all the improvements over £5 per acre were confiscated?—Yes.

45. I understand from your evidence that that was in accordance with the lease?—You must understand that the leases had not expired when they came under the amended Act of 1892; they had in some instances twenty-one years to run. At the end of the proper term their improvements would not, in most cases, have exceeded £5 per acre. They had just made their improvements; but in twenty-one years' time they would have depreciated in value very considerably, and some of them might have disappeared altogether.

46. So far as the administration of the Public Trustee is concerned, has he administered these lands in accordance with the present law?—No. He has strained the law in many ways in my opinion; he has got discretionary power, which he has not used to the advantage of either of the parties concerned.

47. In reference to this refusal of the Trustee to pay rates to local bodies, have any of the local bodies sued the Trustee?—I have not heard of any of the local bodies going to law with the Trustee.

48. One test case would have shown whether the law could have compelled the Trustee to pay or not?—I am not aware that there has been any test case; but, of course, I have been away for some time.

49. As far as you know, no local bodies have taken any action?—I am not aware of any local body having taken action.

50. *Hon. Mr. Reeves.*] When you use the term "new Act," do I understand you to refer always to the Act of 1892?—Yes, the amended Act.

51. Is that Act of 1892 responsible for the confiscation of improvements?—Yes; but the Act of 1883 allowed only £5 per acre.

52. *Mr. Green.*] What is the date of that Act?—The original Act is 1883; but that Act was amended in 1892. I may state, for the information of the Committee, that many of these people had thirty-year leases, which were taken up in 1888 and 1889 under the original Act. The term has not nearly expired, and the improvements are in many cases only newly made; but at the end of the term these would no doubt have depreciated from the effect of time, and in no case would they exceed £5 per acre.

53. With regard to the question of paying rates by the Public Trustee, what is the remedy; do you think that legislation is required?—I think we have all the legislation necessary; if not, it should be passed forthwith.

54. Then, what is the remedy? You say the Public Trustee has not broken the law, and also that the local bodies object to bring a test case?—I have said that the Trustee has strained if not broken it, and I stated that I was not aware of the local bodies having brought a test case.

55. What is the remedy?—We want the land in question administered by the Land Board.

56. You say he is not breaking the law; how can you compel a man to pay if he is not breaking the law?—It is not private land.

57. You say it is not considered advisable to have litigation?—I said I did not like to see the ratepayers' money spent on legal proceedings in fighting the Public Trustee. The local bodies are fighting at a disadvantage. He has the trust funds to fight with.

58. What I am driving at is what is the remedy that is wanted?—Legislation in the right direction, and also the will of the Trustee is wanted in the same direction.

59. *Mr. Duncan.*] Are you a leaseholder under the Native Land Act?—No. My wife bought a lease some years ago, but I am not a leaseholder.