

shares ; 30, Heni Hamuera, 10 shares ; 31, Te Ata Hamuera, 10 shares ; 32, Parehanga, 10 shares ; 33, Heni Apitia, 10 shares ; 34, Maiu, 10 shares ; 35, Toko, 10 shares ; 36, Ngapaki, 10 shares ; 37, Teoti Tutere, 10 shares ; 38, Tuta Tutere, 10 shares ; 39, Mitai, 10 shares ; 40, Merana, 10 shares ; 41, Anikamu, 15 shares ; 42, Haeanga, 10 shares ; 43, Wi Te Tahuhu, 14 shares ; 44, Te Paihi, 15 shares ; 45, Te Ahipaura, 5 shares ; 46, Witu Te Paea, 5 shares ; 47, Manawanui, 5 shares ; 48, Ema Kara, 5 shares ; 49, Hare Te Ouenuku, 5 shares ; 50, Taiwhanga, 5 shares ; 51, Hera Tarata, 5 shares ; 52, Rangiata, 5 shares ; 53, Maca, 5 shares ; 54, Piriha, 5 shares ; 55, Uia, 5 shares ; 56, Te Ropu, 5 shares ; 57, Henare Tarata, 5 shares ; 58, Karanga, 5 shares ; 59, Kohaku, 5 shares ; 60, Te Whao, 5 shares ; 61, Te Tuhanga, 5 shares ; 62, Titi, 5 shares ; 63, Wharemate, 5 shares ; 64, Turangapeke, 5 shares ; 65, Ruihi, 5 shares ; 66, Okoki, 5 shares ; 67, Te Muri Apitia, 5 shares ; 68, Materore, 5 shares ; 69, Titore, 5 shares.” Then after this I discovered that our right in the land was absolutely taken away from us under the Act of 1892. I then petitioned this House last year ; and while we were in Committee here, Mr. Poynton, understanding, I think from my evidence, that the piece of land was very small, and that it was mostly unimproved land, told me that I could go back and tell my people that they would not be disturbed. This was after the evidence had been taken. He said I could go back and tell my people that they would not be disturbed. Before I left I went to see Mr. Poynton again with respect to a lease that I had in connection with this piece of land. I told Mr. Poynton that I had leased a portion of the land. The portion of the land I had leased was 54 acres. I do not know whether I told him the area or not, but I told him that I had a lease and that I wanted to have some understanding from him as to my position. He asked me how long I had leased it for, and I told him that I had leased it for thirteen years, but that more than half of that had expired, or thereabouts. He then asked me if I intended to occupy the land outside of this piece, and as I had other interests I said “ No, I do not think so,” and he said “ Leave that to lease in the ordinary way.” There was nothing more passed between Mr. Poynton and myself, and I went home feeling satisfied that neither my tenant, nor myself, nor my people would be disturbed. I had not been home above a fortnight when I received a letter from my tenant, which he had received from the Public Trust Office notifying him to pay no more rent to me, because that portion belonged to the Public Trustee or was vested in him. I left Wellington about the 8th October, and you will notice this letter is dated the 28th October. This letter, which was sent to Mr. Greenwood, my tenant, is as follows : “ Public Trust Office, West Coast Settlement Reserves Agency, New Plymouth, N.Z., 28th October, 1903.—F. C. Greenwood, Esq., Urenui.—SIR,—Grant 5238 : With reference to your letter of the 26th instant, I may state that the Appellate N.L.C. orders have not as yet reached me. The position, however, is very clear. The 54 acres in your occupation, which are part of above grant, is part of W.C.S.R., and is vested in the Public Trustee under section 4, W.C.S.R. Act, 1892, therefore no agreement made with a beneficiary has any effect. It will be necessary for you to pay this office the sum of £9 10s. as being half-year's rent to the 31st instant, and you can remain in possession on a yearly tenancy at that rate subject to three months' notice on either side terminating agreement. If, however, you would prefer to have a fixed tenure, the Public Trustee can grant you a lease for a period not exceeding seven years, without public competition, and if you think it will suit you to take one, you can make an offer for a rental for that period. As this Department is shortly notifying lands for leasing, it is very probable that piece in question may be leased in ordinary tenure unless other arrangements are made.—Yours, &c., T. W. FISHER, Reserves Agent.” I wrote back to my tenant telling him I could not understand this action on the part of the Public Trust Office. The least thing they could have done was to have given me notice of their intention to take this action with regard to my tenant. I wrote to Mr. Fisher asking him the reason why he had disturbed my tenant without first notifying me. I also wrote direct to Mr. Poynton. This is the reply Mr. Fisher sent me : “ Public Trust Office, West Coast Settlement Reserves Agency, New Plymouth, N.Z., 14th November, 1903.—Mrs. J. Brown, Kohimarama, Auckland.—MADAM,—With reference to your letter of the 5th instant, in connection with the Urenui Block of land known as Grant 5238, I can only state that I assume you must have misunderstood Mr. Poynton's intentions, as when in conversation with him recently in discussing this matter it was decided not to interfere (unless necessary) with Mr. Greenwood's arrangements, but this I understood to mean only as far as his occupancy of the land (54 acres) is concerned.” Now, why did not Mr. Poynton tell me this ? He did not tell me that in his office. He said whatever arrangement existed would not be disturbed. That is what I understood him to say. The letter goes on, “ You mention in your letter that an arrangement existed between yourself and others for fifteen years in connection with this S.D. This is somewhat of a surprise to me as I understood you distinctly to state to the Judges of the Appellate Court when sitting here that the partition of 1887, which practically meant equal interest of the beneficiaries in this block, was ignored, and no action had since been taken hereon, that being the main factor with them in varying the decision of the interests of the beneficiaries of this block as defined by Judge Edgar.” With regard to this I do not understand what Mr. Fisher means at all. Mr. Fisher must be entirely wrong, which will be seen by the judgment of the Appellate Court which I have just read out to the Committee. I cannot understand what he means. The letter proceeds, “ I have again written Mr. Greenwood that he must pay up the rent without further delay. Unless he does so he will have to leave the land in question.—Yours, &c., T. W. FISHER, R.A.” When I received this letter I wrote back to Mr. Fisher and enclosed him a cheque for the £9 10s. I did not wish to have my tenant disturbed. He was a poor man and a hardworking man, and I thought it was a shame for him to be disturbed. He was very distressed when he wrote to me. I wrote to Mr. Fisher, enclosing a cheque for the £9 10s., and telling him that I was very sorry at the manner in which my tenant had been disturbed, and that rather than he should be put to any inconvenience I enclosed the amount of £9 10s. demanded. At the same time I wrote to Mr. Poynton. Then Mr. Fisher, on the same date, the 14th November, wrote to my tenant, Mr. Greenwood—