

yet, and that that was why I had not received my share of it—the money that the Public Trustee should have paid me in June last; therefore I am suffering that injustice. Another thing I want to know is, what has become of this £16 per annum that I should receive? I am asking the Public Trustee.

Mr. Poynton : It is distributed amongst the Native owners of the block.

Mrs. Thompson : I have already explained that these acres are my own exclusively. Out of the 300 acres I own 112½. That is actually my own. No one else has any interest whatever in it. For a portion of that 112½ acres the Public Trustee receives £16 rent. That is for the kainga I am occupying. Where is that £16? I say that that £16 should be returned to me. He has received from me already £38 as rent for my own land. I am calling upon the Public Trustee to refund this to me.

Mr. Poynton : It is refunded to all the Natives interested in the block. I can make it quite clear, perhaps, by putting a question to Mrs. Thompson : Would she like to occupy the land and receive the rent without contributing anything to the other Natives who have shares in the block as well as she?

Mrs. Thompson : I have here a statement of account, in which the amounts payable on my interest and other interests are all set forth, and I want to know where all this goes to?

Mr. Poynton : It goes to all the Natives interested in the block—to you as well as the rest.

Mrs. Thompson : The Public Trustee says that occupation licenses are issued to the Natives so as to let the Natives feel that they have a mana of their own. Would he like to be so treated himself?

Mr. Poynton : I would like to get 40 acres of land belonging to some one else, if I could, and pay only a small rent for it.

Mrs. Thompson : But my 40 acres are my own land?

Mr. Poynton : No. You have interests, but you have no definite acres in any of these reserves.

Mrs. Thompson : I have 112½ acres in this land.

Mr. Poynton : You have shares, but no definite area.

Mrs. Thompson : Yes, but they represent acres. It is here in his account. What do we know about shares?

Mr. A. L. D. Fraser : Who partitioned that 40 acres off—did the Native Land Court?

Mrs. Thompson : First of all, the Native Land Court. Then the Public Trustee divides up our shares upon the basis laid down by the Native Land Court.

Mr. A. L. D. Fraser : How many owners are there in the Rohepotae?

Mrs. Thompson : Four.

Mr. A. L. D. Fraser : And you are one of them?

Mrs. Thompson : Yes.

Mr. A. L. D. Fraser : There are 112½ acres?

Mrs. Thompson : Yes.

Mr. A. L. D. Fraser : In the Rohepotae there are 40 acres that you are occupying and paying rent for?

Mrs. Thompson : Yes, that is what I mean.

Mr. Herries : She gets some of that back?

Mr. Poynton : Yes. The rents are pooled and then divided.

Mr. Herries : How much does she get?

Mr. Poynton : A proportion—112½ shares out of 300. What Mrs. Thompson is complaining of is that she is not allowed to occupy that land and give the other Natives nothing for her occupation of it, while taking her share of the rent received from the whole.

THURSDAY, 8TH SEPTEMBER, 1904.

Mr. Poynton : I would like to make an explanation with respect to some statements which have been made by Mrs. Thompson in regard to Lysaght's lease. She complains that the office did not submit Lysaght's lease to competition. This could not be done. Lysaght had a statutory right to surrender his old lease and get a perpetual lease in place of it. The Public Trustee had not power to do as the petitioner suggests should have been done, that is, that the lands held under Lysaght's lease should have been divided into several farms and put up to competition. The Public Trust Office had no power to do that. She also complains that the Public Trustee allowed Lysaght's wife to obtain a part of the grant, and in this way get over the difficulty with regard to the restriction of 640 acres. Mrs. Lysaght had before the passing of the 1892 Act obtained a transfer from her husband of a portion of his lease. This transfer was registered, and she was therefore in the same position that he was, that is, she was entitled under the 1892 Act to surrender her lease and obtain a perpetual lease instead. There was no collusion. She had the right and it could not be prevented. I submit accounts which were furnished to the petitioner on the 31st December, 1902, the 30th June, 1903, and on the 31st December, 1903. These accounts will show at a glance the position. They will show the rents collected, the distribution to the beneficiaries, and the real statement of affairs with regard to the rent obtained from Mrs. Thompson for the 40 acres. They are as clear as it is possible to make accounts, and I do not know that the matter could be put in any simpler form. The petitioner still thinks we charged her commission on her rent. She is under a misapprehension. From her evidence, also, it is evident she thinks that this rent has been misappropriated, but it will be seen that it was divided with the other rents, and she received her share. She is entirely under a wrong impression as to what was done. That is all I have to say, Sir. [Documents handed in.]

1. *The Chairman*.] There is one point I would like to ask you in connection with these accounts, Mr. Poynton. It is with regard to the charges for rates paid by you to the local body. There is £2 2s. 10d. stated here. Do you include that in the 3¼ per cent.?—We charge the percentage on the gross income. We charge 7½ per cent. on the £66 9s. 7d., and 3¼ per cent. on the £9 16s.