

been used to make smokestacks for sawmills in the district, and it was found that no record of the transaction had been kept. A charge has since been made for the pipes, and paid.

One account calls for particular mention. During the time that a contractor named Foster was a member of the Board the Board let to him part of its plant. Foster had a contract with the Motueka Harbour Board. One other member of the Board was interested as a guarantor in this contract. The terms upon which the plant (pumping machinery and pumps) was let were that Foster was to give a bailment over the plant, and deposit £100 as security for the payment of rent and for the return of the plant. The rent was fixed at 10s. a week. The bailment was executed, but no deposit was made, no rent has been paid, and the plant has been in use by Foster ever since. The Board towed the plant to Motueka for Foster by means of its tug at a booked charge of £77. The charges both for towage and rent are very low, and nothing has been paid on the account. These charges have not been brought into the books of account of the Board, and were not submitted to the Government Auditor. This absent plant is not covered by insurance. This same contractor has at previous times, whilst a member of the Board, had the use of the Board's plant for the purposes of his business as a contractor, and upon advantageous terms.

Upon occasions other plant of the Board has been hired upon inadequate terms, and in some instances lent free of charge.

LANDS IN NEIGHBOURHOOD OF HARBOUR.

58. The lands upon which the Board's harbour-works are situated are within the ambit of the Harbour of Westport, but none of the lands on which the works are erected or constructed are vested in the Board or reserved for harbour-works.

The Board has during its existence, by the erection of training-walls and breakwaters, indirectly if not directly caused accretions to the land along the foreshore and abutting on to the Buller River.

No steps have ever been taken to have those portions of this land which might reasonably be expected to be required for future harbour operations or works reserved for harbour purposes.

In one particular instance brought prominently before us, land upon which an important adjunct to the Board's works is situated has passed into the control of other persons for a term of twenty-one years without restriction or reservation in favour of the Board. The land in question is known as the South Spit, and is situated on the western side of the river, bounded generally towards the north by the sea, towards the east by the western breakwater at the Buller River mouth, and towards the south by a lagoon running in from the Buller River, the original site of the floating basin in Sir John Coode's plan. This land was made up of sand-wastes and swamp, to which accretions have been made on the sea-front as the result of harbour-works and on the lagoon-shore by silting, and has been improved by grassing by the licensee. The land was, with the consent of the Harbour Board, let by the Land Board to Mr. James Colvin from 1899 on a year-to-year license terminable on three months' notice without compensation, and consisted of two blocks estimated to contain 150 and 20 acres respectively.

In 1908 Mr. Colvin, who was then and had been for many years a member of the Harbour Board, gave an option to purchase over this land to Mr. A. A. Wilson, who was then acting for the Westport Golf Club, as that club desired to form golf-links on the land provided a better tenure could be secured from the Land Board. Mr. Wilson, who is also solicitor for the Harbour Board, but without retainer, in August, 1909, wrote to the Commissioner of Crown Lands at Nelson in the matter of securing a better tenure. On receipt of the Commissioner's reply Mr. Wilson made application for a twenty-one years license under regulations dated 2nd September, 1904 (*Gazette*, 8th September, 1904), purporting to be made under the Land Act, 1892, and the Mining Act, 1898. It had been the practice of the Land Board to submit all such applications to the Harbour Board to ascertain whether any objections were offered by the Board or any reservation required to conserve the Board's interest. This application was submitted in due course, and the Harbour reported as follows