

These provisions have been leniently interpreted both by the Native Ministers and the Maori Land Board. While favourable consideration might be given to the question of dispensing with the condition as to residence, we do not think there should be any relaxation as to improvements. To do so would be to encourage speculation. It may be pointed out that the provisions of section 256/1909 create an anomaly as between a purchaser as there mentioned and a lessee of vested land who acquires the freehold through the Crown under section 110/1909. The latter gets a title without residential or improvement conditions forthwith; the former has not only to wait for five years from the date of the contract, but has to perform the conditions of his contract. We suggest that if a purchaser under contract of sale has effected the prescribed improvements of not less than 30 per cent. of the price of the land, and has paid the whole of the purchase-money, there is no sound reason why he should not get his transfer forthwith.

Section 6/1926 might be amended in the direction of removing any doubt as to the right of a sublessee to obtain a renewal of his sublease where the head lease and sublease both contain such a right, without the necessity of moving through the original lessee or his assignee, who may not be available.

QUESTION NO. 8.

8. Any other matter or thing necessary to elicit full information in the premises.

We have dealt with this question as far as we are able in reporting on the other questions into which we are directed to inquire by Your Excellency's Commission.

We have the honour to be,

Your Excellency's most obedient servants,

CHAS. E. MACCORMICK, Chairman.

W. F. METCALFE.

G. W. RICHARDS.

Dated at Auckland, this 3rd day of July, 1929.

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