

Witness : I think there is an implied promise. I should explain that, when the Act of 1884 passed, there was a provision in it that these confirmed leases should come under the Act and be renewed. I think, if the Act is referred to, you will find some such provision. In accordance with that Act Mr. Thomas Mackay, who was then on the West Coast acting for the Trustee, held a meeting of these confirmed leaseholders. I believe it will be found that he made a promise to them that their leases, having come under the Act, would be renewed for thirty years at a rental to be determined by valuation.

50. What power had Mr. Mackay to make that promise?—He was acting for the Public Trust Office: he was on the spot at the time.

51. Was he acting for the Natives?—No, not for the Natives.

52. You refer now to the Act of 1884: does it not provide that the rent shall be fixed by the Public Trustee, the Natives, and the lessees: suppose they did not agree to that—suppose the Natives did not agree to?—Then we could not go on—in fact, that took place, and we are stopped.

53. Could there be any valid promise made without the consent of the Natives?—No, I should say not; for everything depends upon the consent of the Natives.

54. *Mr. Carroll.*] Had the Commissioner any power to grant a renewal?—The Trustee has.

55. Without consent of the Natives?—I shall read the clause. [Reads.]

56. *Mr. Ballance.*] You have said that you think it would be better as the leases expire to allow this land to be managed by the Natives?—I see no objection to it.

57. There was a Bill, if you remember, before the House last session which substituted for the consent of the Native owners two Assessors to be appointed by Government: have you any opinion as to whether it would be better or not to enact such a measure, or whether the land should be simply allowed to pass back to the Native owners?—I am not quite clear whether that Bill, which passed the lower House last session, referred to confirmed leases.

58. It referred to confirmed leases distinctly, and provided that, instead of the consent of the Native owners being obtained, there should be two Assessors?—My opinion is that it would be better to allow the Natives to manage for themselves, and therefore that the clause need not be enacted.

59. *Mr. Taipua.*] Would you have any objection to this land being dealt with in the same way that Pamariki's land, in Motueka, has been dealt with? The Board, of which I am a member, decided that Pamariki should have the administration of the land granted to him: why should not this be dealt with in the same way?—The circumstances are altogether different. Mr. Alexander Mackay, who was Commissioner of Native Reserves, decided that this particular piece of land should go back to him, or rather to Mere Nako, who was a relative. It was land that belonged to Mere Nako, and therefore should go back when the lease expired.

60. Would not that apply to this case also?—No; because there is no land, except Manaia, which belongs to one person only.

WEDNESDAY, 23RD NOVEMBER, 1887.

Mr. R. C. HAMERTON, examination continued from the previous day.

61. *The Chairman.*] You promised the Committee certain information: can you supply it?—Yes. This table [produced] shows the rents receivable under each grant; the district is divided into areas which we know as “grants”—grants made to ten, fifteen, twenty, fifty, or seventy persons, as the case may be; the tables shows the rent payable under each, the number of beneficiaries in each grant, the amount actually received in respect to each grant during the year ending the 30th September. I have brought the return for twelve months down to the end of the last quarter.

62. Is the acreage here?—The acreage is not there. I did not understand that you asked me for the acreage, but I can, of course, furnish it.

63. We wanted the amounts and total acreage?—I am sorry I misunderstood you. I did not know that you wanted the acreage.

64. According to this the total sum payable is £10,798, and the amount you have paid over is £7,573?—Yes; these totals represent both the confirmed and ordinary leases. There is, however, one thing which I wish to make perfectly plain, if the Committee will allow me. A question was raised yesterday by Mr. Ballance as to whether I had not received instructions to pay the Natives on the dates named the whole of their rents whether I had received them or not. Here is the instruction: “Henceforth there is to be payment made to the grantees on the 1st of January and the 1st of July in each year for the half-year passed; and, in order to make such settlement without delaying to ascertain the receipts for such half-year, settlement is to be made on the basis of the receipts for the previous half-year.”

65. *Mr. Monk.*] These landlords, as I understand it, are dependent on those who collect the rents for them. If the Government undertake for them the surveillance of this matter, is it not quite possible that the Natives may have no greater security than if they were managing for themselves, and not so much energy in looking after the management as if it were in their own hands?—It is possible.

66. *The Chairman.*] You say there are some of the tenants who are not paying their rents?—I think so from the reports I have had from the Reserve Trustee at New Plymouth: as a matter of fact, some have not paid.

67. What is the quality of the land?—It is bush-land and they have not the capital to clear it.

68. The Natives say that they do not approve of having to pay for improvements on the land when the lease has expired?—As these are confirmed leases which were made by the Natives themselves, I have nothing to do with them: if the Natives themselves make the lease they will have to abide by it. They also say they object to the payment of $7\frac{1}{2}$ per cent.; but, as a matter of fact, 1s. 6d. in the pound does not cover the whole expense of collecting these rents.