

As shown by the rent-roll for each year, the tenants are paying no more now than they were thirty-five years ago. At that time they—

- (a) Had no right of renewal;
- (b) Had no property in their improvements;
- (c) Had no voice in fixing the rent.

At the present time they own all their houses, fences, and improvements of every sort, have the valuable right of perpetual renewal, and have more to say, as proved by the results, than the owners in fixing the rents. (On this point see extract from the report of the Public Trust Office for 1909, produced.) Yet, with all these advantages, and notwithstanding the large sums of public money spent in the district and town, and which they so emphatically assert has been “to the betterment of the Native property,” no more rent is paid by them than formerly. Any betterment has gone to the lessees, not the owners; and it is the owners, not the tenants, who have a legitimate grievance. The concessions from time to time given to the lessees in allowing them their improvements, security of tenure, and an equal voice in fixing the rents, though of enormous benefit to the receivers, have brought no corresponding advantage to the givers.

The Natives particularly desire me to impress upon the members of the Committee that this Reserve differs from most others in the Dominion. Many of these were set apart by the Crown out of lands purchased from the owners. But this was never parted with at all. The words on the purchase deed are:—

[Translations of Notes.]

“But there are certain pieces of land for us within [or in the midst of] those same lands [*i.e.*, the block under sale to the Government]. The Schedules A and B attached to this deed contain [a list of] those lands. Those lands were not [*or have not been*] paid for.”

This may appear to the Committee a trivial and technical matter, but the Natives regard it as of great importance. They have never parted with this land, and wish this to be clearly understood.

3. Do you wish to supplement your statement in any way?—I just desire to produce a plan showing the area held by Mr. Coates, and the small subdivisions. [Plan produced.]

4. *Hon. Mr. Carroll.*] In part of your statement you say that the calling for tenders proved a failure?—Yes.

5. Can you explain why?—Well, the tenants would not compete with one another as far as I could learn. There was an understanding that they would not compete. One man did compete, and there was some trouble about it, and I do not think we got any further.

6. The various interests that were hostile were against competition?—Yes.

7. Either by public auction or tender?—Yes. The last auction was a fiasco. The Government Insurance Department wanted offices, and they resolved to bid. This was a case in which the lease was expiring. The improvements were agreed upon between the Public Trustee and the tenant, the auctioneer was instructed to put it up to competition and the sale was advertised, and a good number, according to the newspaper, attended. To the astonishment of everybody the agent of the Government Insurance offered to bid; but the auctioneer refused to accept the bid, and made a little speech, I believe, on the iniquity of anybody offering to bid, and he was applauded vociferously by the crowd. Telegrams were sent to the Government Insurance Commissioner, to Mr. Seddon, and to myself asking that the sale should not be gone on with, and after a lot of hesitation and trouble the sale was withdrawn. It was recognised by the Government Insurance Commissioner that it would be useless to proceed, and he also felt that if he did so he would be boycotted in Greymouth. The papers came out with very large headlines, and the auctioneer refused the offer. The following extract and headlines appeared in a Greymouth newspaper: “Greymouth Native Reserves.—Town People Indignant.—Government running Prices up.—Mr. Lynch adjourns the Sale.—Desires to communicate with the Government.—This Action heartily approved of.” “Mr. Lynch in acting as he did has proved himself a friend of the people in Greymouth, has shown that he will have nothing to do with such questionable transactions, and is deserving of the warmest thanks of his fellow-townsmen.” The feeling was that the people should not compete against the tenants.

8. When the auctioneer refused to go on with the sale, did he state publicly his reason? Is there any evidence of that?—I could not say. The newspaper states, “Mr. Lynch explained the position very briefly, and Mr. Saywell read a telegram from the Public Trustee to the effect that the sale must go on. When Mrs. McDonnell arranged some time ago with Mr. T. R. Saywell regarding the rental and the valuation of the property, not being altogether an adept in business matters, she valued her improvements at altogether too low a figure—that is, as business people would view the transaction. However, the rent was increased to correspond to some extent with the enhanced value of the property. Mr. Saywell gave no intimation that there would be competition at the sale, and, as a matter of course, Mrs. McDonnell saw no reason to apprehend any. Nor does it appear that Mr. Saywell had the least idea that there would be any competition. Although he may come in for some blame, he probably only did his duty. It is the business of the Public Trustee to do the best for his clients, unwritten law notwithstanding; and if the Insurance Department considered the property a desirable one and intended to bid for it, the Public Trustee could not well prevent the competition. The tenure of the property is in this position: The Public Trustee rents from Mrs. McDonnell as sublessee the office in which the local business of the Public Trust Office is carried on, and the lease has still three and a half years to run. A condition of the sublease is that Mrs. McDonnell is bound to grant the Public Trust a renewal at the expiration of the present lease. How this would be effected if the Government Insurance Department ousted Mrs. McDonnell and acquired the property might only be decided after litigation. Mr. Lynch said it was a breach of contract in the first place to adjourn the sale; but he was now going to commit another gross breach, as he did not intend to sell the property then. This announcement was received with a burst of hearty cheers by those in the room and those assembled outside. Mr. Lynch then said that, although his action might be disapproved of and get him into trouble, he