

86. When you are fortunate enough to get a good crop of bush turnips, what do you manage to carry in the winter?—The first year I had a good crop of turnips, and I might have made something if I had been able to get stock in. Under very great difficulties I managed to get in a certain number, but I could not get any more—the roads were impracticable; in fact, the people laughed when they heard that I was going into the Ohotu with sheep. They said, “You will have to dig them out with long-handled shovels.” But I had a number of men and friends turned out to assist me, and we managed to get them on to the block. That was the only occasion on which I might have made a little. Since then the seasons for turnips have not been favourable, and I have not been able to reap any benefit in that way.

87. Which way does stock usually go into this country—from the Main Trunk side?—Some come through from Feilding and Wanganui, and some from the Main Trunk.

88. I take it that all you settlers on the Ohotu Block pay your rates to the local body?—Yes.

89. Does the local body spend any money in assisting you with your roads?—Yes, a certain amount. They spend money where they have taken over a road from the Government. The road leading down to the block was formed and handed over to the local body, and they spend rates on that; and sometimes they have to give assistance to settlers when the bridle-tracks become impassable, but the assistance has not been very great.

90. *Hon. Sir J. Carroll.*] How much have they given?—I really do not know.

91. How long have they been giving you assistance in the block?—During the last four years I should say we have got a measure of assistance.

92. What was the nature of the bush that you had to clear? Was it thick bush?—Yes, heavy bush.

93. Was it what you call milling bush?—There would have been a certain amount millable if we had had a road to it and could have got the timber out. Then, again, as regards milling, there is a clause in the lease which compels the lessee to give the Land Board half the royalty, and in view of that clause the lessee will certainly not trouble with the bush.

94. Would the character of the bush have been such as to pay any one to put a mill in?—Not down in my immediate neighbourhood, but in the northern part of the block there is certainly a lot of milling-timber.

95. I suppose that generally the bush would not be called light bush?—Medium to heavy on the north and about Raetihi and Ohakune; there is a lot of milling-timber there.

CHARLES LOWTHER DUIGAN, Auctioneer, Wanganui, examined. (No. 2.)

1. *The Chairman.*] Do you represent other petitioners?—Yes.

2. Have you been asked to speak on their behalf?—Yes.

3. You are one of the petitioners?—Yes.

4. You have heard what Mr. Pemberton has said: is there anything, outside of what he has said, that you wish to touch upon? Or do you briefly indorse what he has stated?—Yes, all he has said about the roads is true in my case, for I had to part with one of the sections I originally took up because there was no road to it.

5. What other aspect do you wish to touch on?—The financial aspect. Mr. Pemberton has, fortunately, not required to apply for any financial assistance in connection with his lease, so he does not know where the shoe pinches. But I do. My brother and I—he holds an adjacent section—applied to the Advances to Settlers Department for a loan of £3,000 on our leases, and they would not entertain the application. At that time we had spent between £6,000 and £7,000 on improvements. The same applies to other lending institutions outside. We have not been able to raise money on the leases, because they told us they did not consider these leases a negotiable security. I applied to the Bank of Australasia for an overdraft on the security of these leases when we had spent not less than £7,000, and the manager, after referring to his head office, told us that our leases were no good, and handed them back to me. The bank would not lend on them. Only £500, I think, was the amount I asked for, at a time when we had spent over £8,000; and he said they were not a suitable security, and the bank would not lend on them.

6. What was the objection of the State-guaranteed Advances Department?—I do not know. There was no objection made to the leases, but we could not get the loan.

7. Had you improvements on your land then?—Yes, £7,000 worth.

8. Do you know of any other settlers who had improved their lands and were refused?—Yes, I know of settlers who have made £1,500 worth of improvements and have been refused a loan of £500.

9. Will you proceed, with regard to that aspect of the matter?—So far as I have been able to ascertain we are not protected for our improvements in any way—that is, although our leases state that we are to get valuation for these improvements, we are advised that the Maori Land Board have no power to do this. The improvements cannot be secured on the land. The opinion that I got is this: “It does not necessarily follow that because provision for compensation appears in a duly registered lease the same is of much value unless the provision is inserted in pursuance of legislation making the compensation-money a charge on the land. The provision may operate only as a personal covenant by the Native owners, or it may not even have that effect.” That is the advice we got with regard to our leases, and I think that is one of the drawbacks in borrowing on them. I believe that is the reason why a loan has been refused.

10. *Hon. Mr. Ngata.*] You will hand that opinion in?—No, I cannot do so without permission. I have only read an extract from it. We are aware that the Board had no power under the Act under which these leases—the original ones—were granted to protect the improvements on the land. I believe that that defect was recognized by the Commission, and it has been remedied in the Act passed