

evidence was not necessary, all the accounts of the cemetery being published in the Provincial Government *Gazette*. On the subject of the School Trust, he expressed his objection to the denominational character of the governing body. But on its being explained that this was in accordance with the grant, he repeated what he had previously expressed, that he had no fault to find with the actual administration of the trust.

The Commissioner visited the School Premises. The schoolroom is as described in the evidence of Mr. Godwin. Has an air of business about it, and the books in use appeared well calculated for their purpose. The building is old, but has gone through considerable internal repair. The dwelling-house appears, though not very ornamental, to be a comfortable, neat, and compact abode.

Mr. Godwin suggested that the application of a small annual sum out of the trust funds to the payment of a competent examiner once a year, to test the progress of the pupils, and the efficiency of the course of instruction pursued in the school, would be satisfactory to the public and to himself.

Mr. *M. V. Hodge*, being duly sworn, states: My name is Matthew Vere Hodge, and I reside in Wanganui, and am a solicitor. I was applied to about two years and a half ago by Mr. Harper, one of the trustees of the Hospital Reserves (the plans of which have been produced to me). He asked me to act for the trustees in preparing any leases and collecting the rents. I was appointed their solicitor and agent. I then went to Mr. Watt, who was the treasurer, and supposed to have all the papers and documents. He handed to me the papers I produce at this time, saying that they were all he had or knew of belonging to the trust. (Paper A.) Notice dated 16th February, 1864, signed Alexander Williamson, addressed to the Trustees of the Colonial Hospital, Wanganui, of an intention to direct a dividing fence between sections 137 and 140, and sections 136, 138, and 139. (Papers B. and C.) Engrossment of lease and counterpart, signed only by Mr. Campbell, and purporting to be made between the Rev. Richard Taylor, Clerk, Moses Campbell, Esq., and William Hogg Watt, Merchant, of the one part, and Edwin Jones of the other part, purporting to demise certain sections, 526 to 533 inclusive, and sections 514 to 521 inclusive, for seven years from the day of the date, at an annual rent of £15 sterling. (Paper D.) Deed dated November, 1864, purporting to be made between the Rev. Richard Taylor, Clerk, Thomas Harper, Esq., William Hogg Watt, Esq., George Henry Gibson, Colonial Surgeon, and Henry Shafto Harrison, Esq., all of Wanganui, and Trustees of a certain building called the Colonial Hospital, of the one part, and James McElwain, of the same place, Shoemaker, of the other part. It is duly executed by Watt, Gibson, and McElwain, and purports to demise section 133, Wanganui, for fifteen years, to commence from the 10th day of November, 1864, at a yearly rent for the first ten years at £3 10s., and for the last five years of £5 5s. With these a small tracing, showing, I understood, the lands included in the grant, was handed to me. This was shortly afterwards obtained from me by Dr. Gibson, and has never been returned to me. I have been informed that sections 127 and 128 and 129 had been let to a person named Robert Atkinson, but upon what terms I could not discover. There had been a fence, then in a ruinous state. I made inquiries respecting the occupation and position of the lands belonging to this trust, and heard there were other leases, but have been unable to find the counterparts or any particulars. I then applied to Mr. Watt again to give me a list of the tenants, together with a statement of the amounts of the rents payable, and up to what time they had been paid. He said he could give me no further information about the matter, he had given me all the information he could; probably the Rev. Mr. Taylor (then in England) would know something more about the matter. I then told him I could not undertake to collect the rents without being supplied with the particulars. I had nothing to go by. It would take a person some time to make the inquiries and ascertain the facts. Mr. Watt had a little book he showed me, but he did not give it me. I wrote Mr. Watt and told him I could do nothing, and informed Mr. Harper of the same after his return. Besides the pieces I have mentioned, I have heard that Mr. D. Atkinson occupies sections 130 and 131; that Mr. James McElwain has a lease of another section; and that George Marshall has been in occupation of sections 520 to 533 inclusive, but I can give no particulars. I think if the sections comprised in the grant were offered to competition for terms of twenty-one to thirty years, they would produce a good rental.

16TH OCTOBER, 1869.

Mr. *Atkinson*, being duly sworn, states: My name is David Atkinson. I reside in Wanganui and am a hotelkeeper. I am the person named as tenant in the counterpart lease (marked A.) now produced to me. The signature thereto, "David Atkinson," is mine.

I paid one year's rent to Mr. Watt. Nobody has since called upon me for any. I would not swear that I have paid any. I have understood there was no legal power to collect it, and I did not tender it to any one.

I do not consider myself liable to pay rent for that time which has elapsed since. I have not used it. I had fenced it, and since the first year have not put a pig or a cow upon it. It is still fenced in. I believe a man named Lee puts his horses there. I paid taxes for it ever since, as I did not wish to go to Court for the amount.

Mr. *Watt*, being duly sworn, states: My name is William Hogg Watt. I am a merchant, and reside at Wanganui. I know the lands comprised in the grant, a copy whereof is produced and referred to as from Register I., folio 94. In the plans in the margin I do not see the piece of land on which the hospital stands. I believe it stands upon land originally reserved by the New Zealand Company for that object.

Several of the quarter-acres comprised in grant have been leased for fourteen years at rents varying from £2 to £4. I have received some rents, the amounts of which have been absorbed in the payment of Town Board rates. I acted as treasurer to the property for some time. The leases were handed over to Mr. Hodge, solicitor, as agent to collect the rents, and are, I think, now in his possession. I could not, without referring to the leases, ascertain the amount of annual rent. There has not at any time been a profit rent applicable to the support of the hospital. The present trustees are Thomas Harper, the Rev. Richard Taylor, and myself. Dr. Reece and Captain Campbell were two of the original trustees, but have since died. The trustees have had no favourable opportunity, and have