

## No. 47.

The Hon. D. McLEAN to Mr. C. A. WRAY.

(No. 20c.)

SIR,—

General Crown Lands Office, Wellington, 12th June, 1873.

I have the honor to acknowledge the receipt of your letter of the 7th instant, in which you forward an application from Messrs. Livingstone and McMichael, to purchase a portion of the Railway Reserve, with an offer to surrender any claim they may have under the original lease derived from Major Noake.

In reply, I have to inform you that no claims based solely upon the leases tendered for in 1868 can be recognized, and I forward a copy of the Attorney-General's opinion upon the subject; but the instructions you have received from me provide for cases where actual occupation and improvement have taken place on the portions of the Railway Reserve claimed to have been obtained from the Government by the leases of 1868.

As far as Major Noake himself is concerned in the matter, he has no right whatsoever.

If, however, Messrs. Livingstone and McMichael, who purchased from him, satisfy you that they have really resided on and improved the land they now desire to purchase, I would be inclined to agree to their proposal, as recommended by you, provided always that they are actual settlers, as you seem to represent them to be.

C. A. Wray, Esq., Patea.

I have, &amp;c.,

DONALD McLEAN.

## Enclosure in No. 47.

The ATTORNEY-GENERAL to the Hon. the SECRETARY for CROWN LANDS.

EXCEPT in cases where the Government has expressly authorized the accepted tenderer to occupy on the terms of the lease, and he has paid or offered to pay the stipulated rent, I think that there is no equity to have the contract performed.

If the tenderer had given notice, soon after the tenders were accepted, that he was ready to take up the lease, and had subsequently, and during the disturbed state of the district, exhibited a desire to have the lease notwithstanding those disturbances, then he would in fairness, perhaps; be entitled to a lease.

However, so far as I can see, there is no case amongst these in which—as between subject and subject—the Supreme Court would order a performance of the contract.

16th May, 1873.

J. PRENDERGAST.

## No. 48.

Mr. C. A. WRAY to Mr. C. E. HAUGHTON.

(No. 261.)

SIR,—

Confiscated Lands Office, Patea, 12th July, 1873.

I have the honor to report, for the information of the Government, the very successful result of the sale of confiscated lands in the Patea, Whenuakura, and Okotuku Districts, which took place at the Court House, Patea, on the 26th ultimo, in accordance with *Gazette* notice of the 22nd May.

Before commencing the sale, I read the conditions as to maintenance of telegraph line on the sections as was directed in the case of the former sale in the Whenuakura District.

There was a very large attendance of settlers from the surrounding districts, from Wanganui, and from different parts of the Colony, and the greatest excitement prevailed throughout the sale, every lot being eagerly contested excepting where the improvements of old established settlers had been protected; and I have no hesitation in affirming that three times the quantity of land offered would have met with a ready sale at the same advanced prices, had that amount been ready for disposal.

It is with particular satisfaction that I am enabled to state that the bulk of the land has passed into the hands of settlers who will occupy at once, and the sale will thus be the means of adding materially to the population and wealth of the district, the one requirement necessary to raise it to the position in the Colony it must, from its great natural advantages and capability of maintaining a large population, attain at no remote period.

The total amount realized by the sale was £24,264 8s. for an area of 9,150 acres, which would give an average of £2 13s. per acre throughout. It must, however, be borne in mind that a number of sections were sold at the upset price to settlers who had occupied and improved, and that some of the waste lands in the Okotuku District were of inferior quality, the upset price in some instances being as low as 7s. 6d. and 5s. per acre.

The average for the Railway Reserve, for the suburban sections at Kakarama, and other lands of like quality, would therefore be far greater than that quoted above, and a glance at the attached schedule will show that in many instances the price realized doubled the upset price of sections offered at £2 per acre.

The sale was conducted by Mr. Finimore, auctioneer, with his usual ability, and I have every reason to suppose that his exertions added materially to the success of the sale.

Sections Nos. 343 and 350, Okotuku District, were sold to Mr. William Wilson, under clause 23 of the Confiscated Lands Regulations, as per authority received from the Hon. Donald McLean, and I extended the same privilege to Mr. E. J. Baynton, for section 281, under similar circumstances, he being too ill to attend the sale, and there not being sufficient time to refer the matter to Wellington. The amount realized for these sections will not therefore appear in Mr. Finimore's account sales; but I have included them in the annexed schedule.