

lease?—Yes. It would of course be better if we had twenty-one-year leases, because we could then deal with the sections as we liked. The rental in that case would be increased from £6 10s. to £10 or £12. People would go to greater expense in building houses.

The element of uncertainty has a considerable effect in your estimate?—Yes. I would sooner pay £3 a year for the sections if I could utilize them than pay 30s. for them now.

Mr. MACKAY handed in Mr. Commissioner Giles's allotment (A), and also Mr. Commissioner Sharp's allotment (B).

C. H. W. BOWEN, examined by Mr. HASELDEN, stated: I was appointed Receiver of Gold Revenue in 1870. The receipts for rent upon Mr. Hughes' sections are in my handwriting and signed by me. I collected the rents of sections on the Coal Reserve by authority from the Warden, who handed me certain correspondence from the Provincial Secretary. I had no direct authority to act. I had no list to guide me in receiving rent. I do not recollect receiving or seeing the letter dated 7th February, 1873, with list of allotments attached, until I discovered it on a shelf in the office on the 11th June, 1874. I hold a copy of a list in my hand which I received from Mr. Daniels, Commissioner of Crown Lands in Nelson. [List put in and marked C.] I also produce copy of a letter which I discovered on the shelf in the Warden's office referring to the allotment made by Mr. Commissioner Sharp, and accompanied by a list of persons from whom rent would be received. [Letter and list put in—marked D and E.] I wrote a letter to the Provincial Secretary, at his request, on the 24th November, 1874, in which I referred to the discovery of the list in the Warden's Office. That letter I produce [F]. I received instructions from the Provincial Secretary as to the manner in which the rents for allotments on the Colliery Reserve should be charged [G]. I regarded Mr. Mackay as an officer of the Government, having full power to act as he did. He first instructed me to cease taking rent on 27th November, 1874. By direction of Mr. O'Connor, I continued to receive rent from any person who offered it, because I believed they knew their business better than I did; but that was previous to the receipt of Mr. Mackay's instructions to cease receiving the rent.

For documents put in, see Appendix.

[Case closed.]

SECTION 17.—W. S. MUNDAY, CLAIMANT.

Claimant appeared in person.

Mr. MACKAY admitted derivation of title.

CLAIMANT, sworn: The statement put in by me is true in every particular. When I bought the section it was very heavily timbered. I got it at a merely nominal price, but it would have been much cheaper to have bought a section higher in price, which would have been more easily cleared. I have a cottage on the section. The improvements have cost me £200 altogether, and that is the sum I value the section at. The weekly rental would be about 12s. 6d. 30s. a year would be a fair rental for fourteen years' lease. A twenty-one years' lease might vary from 30s. to £2. It is suitable only for a cottage residence. I have paid rent to 1st January, 1875.

[Case closed.]

SECTIONS 21, 49, 84.—REUBENA ASKEW, CLAIMANT.

Mr. MACKAY admitted the allotment to Thomas Askew, husband of claimant, who was recently drowned.

Mr. HASELDEN appeared for claimant, and called witnesses to testify to the value of the sections.

J. HUGHES, sworn: Section 21, Rintoul Street, would be worth from £20 to £25 if a fourteen years' lease were granted. The yearly rental would be fairly stated at 30s. to £2. If business improved very much, it would be worth £3 a year. The evidence I gave as to my own sections would apply to this section. I would rather give £3 a year for a twenty-one years' lease than £2 for a fourteen years' lease. A lease of section 49, Wakefield Street (which is required for the railway) would be worth £100 as it now stands. It is a good section, partly cleared, and in a good position. As a site for a store it would be worth £10 to £12 a year. My valuation is based upon the assumption that the tenants would be at liberty to remove their buildings at the expiration of the term, or have the option of renewing the lease. With a fourteen years' lease, section 84 would be worth an annual rental of £2. The fact of the section being freehold would not make much difference in the value of the rental.

By Mr. MACKAY: The section given to Askew was given in exchange for a section on the Esplanade. I think the Wellington Hotel, owned by Askew, was on the Native Reserve. I have heard that they got other land beside this section, as compensation for the section on the reserve. The Government Reserve is opposite section 84. I consider the Colliery Reserve the best side of the street. I should choose on that side even if the reserved sections were thrown open for sale.

G. W. SALTER, commission agent, sworn, stated: I have had some experience in the sale of sections on the Colliery Reserve, and I consider section 49, Wakefield Street, worth £100. I form that estimate from the price paid for sections in Palmerston Street. I do not think a freehold is much more valuable than a leasehold, as a marketable commodity. A lease of the section for fourteen years would be worth £10 to £12 a year. I think section 49 is more valuable than section 84, which is only worth from £70 to £80.

The Commission informed Mr. Haselden that it would be necessary to produce documentary proof that Reubena Askew was the administratrix of Thomas Askew.

[Case closed.]

SECTIONS 22 AND 23.—HENRI PAIN, CLAIMANT.

Claimant appeared in person.

Mr. MACKAY admitted that F. West was the original allottee of section 22, and stated that it was not required for railway purposes.