

1876.
NEW ZEALAND.

LETTER

FROM

MR. ALEXANDER MACKAY,

FORWARDING

DRAFT OF A NEW NATIVE RESERVES BILL.

Presented to both Houses of the General Assembly by Command of His Excellency.

Mr. ALEXANDER MACKAY to the UNDER SECRETARY, Native Department.

SIR,—

Wellington, 16th August, 1876.

I have the honor to inform you that, in conformity with the instructions contained in your message of the 11th ultimo, requesting me to draft a new Native Reserves Bill, certain alterations in the Act of 1873 have been prepared for embodiment in a fresh measure to be passed this session, with a view to remedy the unworkable character of the aforesaid Act.

I append a copy of the proposed alterations, and beg to offer the following explanation of the principles and object thereof.

It is generally admitted by those who have made themselves acquainted with the provisions of "The Native Reserves Act, 1873," that it is altogether too cumbrous in its operation for the practical and satisfactory administration of the Native Reserve property throughout the colony.

In the first place, clause 6 provides that an officer should be appointed under the name of "The Native Reserves Commissioner," and constituted a corporation sole. Under clause 8 this officer is invested with certain powers in regard to the estate to be placed under his charge, and under clause 11 the property is vested in him.

By section 7 a Board of Commissioners is created, without whose consent no dealing can be effected with any portion of a Native Reserve; and clause 19 superadds the necessity of the assent of the Governor being obtained to validate all dispositions of land that may be agreed on by the Board, thereby creating further difficulty and delay in the transaction of business, besides troubling the Governor and his advisers with matters of local character, of which they can have but little knowledge, however clear the circumstances of each case are explained; while, at the same time, it lays the Government open to the accusation of favouritism in event of a lease being sanctioned in favour of a political supporter, in preference to a person holding opposite views.

It will be seen, by the foregoing review, that the Commissioner to be appointed under the Act of 1873 would be placed in a very anomalous position, and that the restrictions placed on his actions are incongruous with the position he occupies in regard to the property.

In the first place he is clothed with high powers, and then suddenly denuded of them by making his actions subordinate to a Board of Commissioners, of which he is to be a member with merely co-ordinate authority.

The Act, moreover, admits of three modes by which the administration of the property may be impeded:—

1. The Board may be composed of individuals disinclined to subordinate themselves to the object which it is their business to effect; or, on the other hand, it may consist of persons of too pliable a nature.

2. The Commissioner, as trustee of the estate, might refuse to indorse the action of the Board in event of his being placed in the minority.

3. The Governor might withhold his assent, under clause 19, to the issue of leases sanctioned by the Board.

Another grave objection is the constitution of the Board of Management. Besides opening a way to private designs, it does not effect the object in view, *i.e.* to give the Natives a voice in the management of their property. It would simply clothe A, B, and C, of the Native race, with the power to deal arbitrarily with the property of tribes to which they neither belong, nor have any sentiment in common. Had the Act of 1873 been brought into effective operation, this intermeddling with lands of other tribes by the Native members of the Board would have had the effect of rousing tribal jealousies; the Natives, as a race, being most impatient of interference in regard to landed property.

The Act of 1873 makes no distinction between the several classes of Native reserves which are clearly distinct in their nature; and in respect of the rights which attaches to them, namely, lands

which are vested in the Governor, subject to the provisions of existing Acts, which have either been reserved by the New Zealand Company, in accordance with their scheme of colonization in the original settlements founded by them, or set apart by the Government for Native purposes, but over which the Natives have no control; and lands excepted from sales by the Natives, which have come under the operation of "The Native Reserves Act, 1856," with the consent of the owners, or lands of the same class which may hereafter be brought in the same manner under the operation of any law then in force for the administration of Native Reserves.

In regard to the latter class of lands, the persons beneficially interested might reasonably claim a fair voice in the management of properties so appropriated, and in the application or apportionment of the income derived from them; but, in regard to the former class of reserves, the handing over of these lands to the management of the Natives would have been a violation of the principle on which they were originally set apart, *i.e.* that they should be held in trust, and administered by the Government for the benefit of the families of the ceding tribes.

In preparing the alterations for the amending Act, the whole of the Reserves to be effected by it have been classified, and a distinction made between lands over which the Natives have no control, and lands over which it may be considered advisable to give them a voice in the management. A distinction has also been made in respect of lands which do not come under the operation of the Act, in order to clear up any doubt that might arise as to how certain classes of lands will be effected.

The Assembly, in passing the Act of 1873, having declared its belief that it was advisable that the Natives should have a voice in the management of their lands, this right has been extended to them in the case of Reserves of the fourth and fifth class; but, in place of effecting this by a Board of Management composed of three Natives and a European Commissioner, it is proposed to abolish the Board, and give the Commissioner to be appointed power to issue leases for any term not exceeding twenty-one years for agricultural purposes, with the assent of the persons beneficially interested, and, with the same assent, to execute leases for building purposes for sixty years, subject to regulations to be made by the Governor.

This will give the Natives concerned a direct voice in the management of their lands, without the intervention of a Board composed of persons holding views probably inimical to the interests of the owners of the land.

It may not be considered out of place to point out that the principle involved in regard to the intervention of the Native owners may probably be found to operate prejudicially to their interests by interfering with the *bonâ fide* occupation and improvement of the property, besides placing the Natives concerned at the mercy of designing persons, having in view their own aggrandizement.

The mode proposed also embodies an opposite principle to the law in operation in England in regard to the administration of landed property belonging to persons under a disability. In the case of lands belonging to an infant, the guardian *in socage* can execute leases for years, and transact all affairs in his own name without any intervention or direction of the infant; the view being that the guardian derives his authority from the law and not from the infant; but to prevent any abuse of such authority, the law requires the guardian to account to the infant on his coming to the age of fourteen. The Court of Chancery is also empowered to authorize leases of settled estates to take effect in possession or within a year from the making—for twenty-one years as to agricultural purposes, forty years as to mining and like leases, and for ninety-nine years as to building leases; and in order to reduce expense, the Court may vest the power in trustees.

It has been contended of late that it is not expedient, in regard to the Native Reserves, to keep the Natives in a state of pupillage, but that the management should be placed in their own hands. The proposition is no doubt a desirable one, provided it could be carried out satisfactorily; but it will probably be conceded, on the matter being viewed dispassionately, that the Natives of the present day, although very much advanced in knowledge, can scarcely be considered competent to deal satisfactorily with large and valuable estates in which the interest of a large class of European tenants are involved.

In England, the owners of settled estates under the control of the Court of Chancery are not looked on as being under a state of pupillage because their estates are managed through the intervention of trustees.

It will probably be found, by experience, that the most satisfactory and beneficial mode of dealing with the class of Native Reserves that will be effected by the Act is to place them under the absolute management of individual trustees, who, without the power of alienation, might make such arrangements for letting them—subject to regulations to be made by the Governor in Council—as would secure the largest pecuniary return for the *beneficiaries*, to whom they should be required to account, as well as to the General Assembly.

In place of the powers conferred on the Governor under clause 19, it is proposed that the Commissioner should have power to issue leases for certain terms and purposes, subject to regulations to be issued by the Governor, instead of the needless reference of every lease to the Governor in Council.

The advantage of empowering the Commissioner to issue leases, subject to certain restrictions, instead of by the mode prescribed by the Act of 1873, is obvious: the question becomes entirely severed from political influence; and, whilst the administration of the property would be subject at regular intervals to a thorough scrutiny, the officer having charge of the estates would be free from that series of references and interferences at every step which paralyzes business.

It will no doubt be generally admitted that the system for administering these trust estates should be simple, and free from all cause of unnecessary delay and uncertainty; for if the procedure is to be made tardy or costly, or clogged by a necessity of referring frequently to the seat of Government, and especially of references backwards and forwards, it will most surely fail in its object, *i.e.* of utilizing those lands to the best advantage, as no *bonâ fide* occupant would care to subject himself to such a vexatious ordeal.

It is proposed, in regard to the issue of leases for building purposes, that instead of making them at once for a term of sixty years, that power should be given to issue leases renewable for three separate

periods of twenty years subject to the payment during the term thereby to be granted of the best and most beneficial yearly rent to be incident to the immediate reversion of the premises that can reasonably be had at the making of such lease. This system, while securing a lengthened term to the occupants, will give an opportunity for periodically re-assessing the rent at a sum more proportionate to the increased value of the property than could be obtained if the lease was issued at once for the full term of years.

It is quite impossible in a young country, where the value of property fluctuates to the same extent as it does in New Zealand, to fix a fair rental for a lease to be issued presently for a term of sixty years. If an attempt to do so was made, it would probably result in one of two things—either in an exceptionally favourable or unfavourable arrangement for the persons concerned. In the one case, the owner would suffer a loss by his property being let at too low a rental; in the other, the tenant would suffer through an oppressive rent.

In some respects long leases may be considered disadvantageous to the owner, but the system proposed above would subserve the interests of both landlord and tenant.

A new feature has been introduced into the provisions of the new Bill—namely, the power conferred on the Governor, with the consent of the persons beneficially interested in land let on long leases, to convert the renewable leasehold tenure into a tenure in fee, subject to the payment of an annual rent charge in perpetuity, in cases where it would be beneficial so to do. The advantage of this plan, if adopted, would be the fixity of tenure secured to the tenant, coupled with the security of a certain and ascertained income in perpetuity to the owner. It is a more preferable mode to selling the land and investing the proceeds in other investments, as the persons beneficially interested would have a paramount security over the property for the payment of the annual rent-charge.

It is proposed, amongst other changes, to repeal clauses 35, 36, 37, 38, and 39 of the Act of 1873, empowering the Governor to appoint competent persons to ascertain the assent of the owners to bring land under the operation of the Act, and to make it compulsory that all transactions of this nature shall be done through the Native Land Court. It is also further provided that, before any land is brought under the operation of the Act, a scheme of management shall be framed setting forth the wishes and intentions of the owners in regard to the future administration of such land.

The Court is also required to determine the proportionate quantity to which each or all of the owners are severally entitled, with a view to assist the Commissioner to determine the proportion of income payable to each; and it is also further provided that, in all cases where doubts may arise in respect of the persons beneficially entitled to the proceeds accruing from any lands under the operation of the Act, it shall be the duty of every Native Reserves Commissioner to refer the question of succession to the Court.

It is proposed, also, to repeal clauses 45 and 46, and make other provisions in lieu thereof.

Also clauses 48 and 49, as the provisions contained therein usurp the functions of the Native Land Court, and are a repetition, to a certain extent, of clauses 89, 90, and 91 of "The Native Land Act, 1873." Should it be deemed advisable that such power should be granted by the Assembly, it would be better to authorize the Court to deal with the cases comprised in the aforesaid clauses, and for that purpose the necessary provisions might be tacked on to the Native Grantees Succession Act proposed to be passed this session.

Clauses 52 and 62 are also to be repealed.

With regard to the regulations to be made by the Governor under the provisions of the Act, it is highly important, for the management of the Native Reserves estates, that general directions should be laid down for the guidance of the officers in whose custody the properties may be placed, so as to introduce a regular principle of managing them for the future. I beg, therefore, to submit the following points for consideration.

The general principles upon which the Native Reserves ought to be let are as follow:—

1. That the lands should be let with a view to secure an immediate return, combined with the creation of a permanent and respectable property at the best improved rent which can reasonably be obtained at the time, the sufficiency of rent to be governed by the consideration on whom the onus of repairs or the cost of improvement is thrown; keeping in view, also, that the requisites of a good tenant are to be regarded, as well as the mere amount of rent to be received.

The length of leases granted ought to vary with the description of property proposed to be placed on the ground, or the uses to which it is devoted.

The following scale may serve as a general guide, subject to such variations as local circumstances may require, viz.,—

1. A lease for twenty-one years to be granted for arable or pastoral purposes, conditionally that the tenant makes permanent improvements on the property, within seven years from the date of his lease, to the value of £1 for every acre of such land. The whole of the property to be improved and cultivated during the currency of the term, and left enclosed with a substantial fence. The rent to represent a fair percentage, all circumstances considered, upon the estimated value of the land at the date of granting the lease.

2. A lease for building purposes for twenty years, renewable for a further period of twenty years, with covenant to build and keep in substantial repair wooden houses to the value of _____ years' purchase of the annual rent, if the tenant, before the expiration of the first term, should have erected wooden buildings of the required value, or have expended such sums in the improvement of any building which may be standing on such premises which shall be considered adequate to the required value.

3. A lease for twenty years, renewable for two further periods of twenty years, provided the tenant shall erect buildings of brick or stone, to the value of _____ years' purchase of the annual rent, during the currency of the first term.

It should also be laid down, as a general rule, that the Trust will not undertake to repair, or improve, or receive any such improvements at valuation at the expiration of the lease.

Some such terms as the above might constitute the general rules, but many cases would require to

be considered separately, and upon other grounds; and it will be especially necessary, in dealing with all existing arrangements, to take each case upon its own merits, and treat it as fairness and equity may require.

In the case of the tenants on the Native Reserves in Westland, but more especially in regard to the tenantry at Greymouth, the above rule will have to be faithfully observed in respect of the implied right of renewal, as they have always been led to understand that a renewal of their leases would be granted them, at a moderately increased rent, at the end of the subsisting term, depending on the amount of annual rental hitherto paid. On the faith of this, they have erected substantial buildings and improvements to the value of over £40,000, besides raising money for town improvements. This last expenditure, coupled with the outlay needed for other municipal works, has necessitated their levying a tax equal to 10 per cent. on the annual value of their properties.

It will be easily understood, therefore, that the Act of 1873 caused considerable uneasiness to the tenants at Greymouth as to how the Board of Management would deal with the question of extended leases, as it was well known that the Natives to be elected for the position must be chosen from the persons who had openly stated their intention was to take possession of the property at the termination of the existing leases.

It was looked on by the tenants as a grave injustice, and to a certain extent as a breach of faith with them, after having been led to suppose from the first that the estate would always be administered by the Government, that the Act permitted the handing over of large and important interests to the mercy of two or three inexperienced Natives, who had no knowledge of the laws of property, and who were unable to appreciate equity.

There is little doubt that if the Act of 1873 had been brought into operation, the effect would have been most injurious to Greymouth, owing to the uncertainty that would have been created in regard to the renewal of existing leases; the consequence of this would have been that, instead of the tenants being inclined, as they now are, to erect a permanent class of buildings of brick and stone, provided they can obtain a longer term of lease, no further improvements would have been undertaken, and the buildings already erected would have been suffered to fall into decay; as it stands to reason that if a tenant's interests in his improvements terminate with his tenancy, it cannot be expected that anything would be spent on the property towards the close of the term which would be of benefit to it.

These remarks point out that security of possession to the tenant is indispensable to the improvement of the property. It therefore follows that it is to a system of long leases that attention should be directed, as it is clear that the tenant could not invest money or improve the property unless he held a certain permanency of tenure for a sufficiently continued length of occupation to enable him to recoup the money he had laid out.

It is important that some basis of operation should be laid down for determining the amount or rent to be charged for the various descriptions of leaseholds to be dealt with, so that the fancy or caprice of individual officers may not be allowed to thwart the interests of either intending tenants or persons who may be entitled to renewals.

No rule can be laid down with any degree of accuracy with respect to the adjustment of rent, but some general principles could be defined for the guidance of persons whose duty it would be to assess the property.

It is unquestionably a most desirable object, although a matter of considerable difficulty, to ascertain the proper rent which premises, whether let for building purposes or farms, will bear in different situations, so as not to deprive the owner of a just remuneration on the one hand, or oppress the tenant with too much rent on the other.

With regard to the rent of household property already in occupation and erected at the expense of the tenant, the amount of future rental could be ascertained by making an estimate of the original cost and adding a fair percentage upon the money expended if built within a certain time, and after the building had stood for so many years a certain percentage should be deducted. It will also be necessary to ascertain the value of the premises with and without the improvements in cases where the outlay has been made at the expense of the tenants, as it would be inequitable to make the tenants pay for what they themselves produced, without the lease had been made on those conditions.

In England, twenty years is the usual time for allowing a percentage upon the amount expended in the erection of buildings. The percentage allowed ranges from 5 per cent. to 7 and $7\frac{1}{2}$ per cent., and the deduction is usually at the rate of $2\frac{1}{2}$ per cent.

In New Zealand, a building constructed of the ordinary timber in use would require a good deal of repairs in ten years, especially buildings in gold fields towns, many of which are of a very flimsy character. The rate of depreciation during the first few years is not so rapid as it is towards the end of a long period, say fifteen years; the rapidity of decay would of course depend upon the class of timber used, and the degree of attention paid to the up-keep.

The fairest arrangement for assessing the amount of rental to be charged for an extension of the leases would be to arrange that an assessment of all buildings or other improvements erected or situated upon sections within the Native reserve portion of the Town of Greymouth should be made before a renewal is granted. The value of the section without the improvements should also be estimated at the same time as a basis for ascertaining the amount of rent. In event of any one but the occupant obtaining the renewal, the incoming tenant should be required to pay the original lessee the amount of valuation placed on the improvements; provided that the occupant had erected or made the buildings or improvements on the land in question, or shall be the representative or assignee of the person who had erected or caused to be erected or made such buildings or improvements.

Two modes would have to be adopted in the Town of Greymouth. In the business part of the town, where the rents have ruled high from the commencement, the improvement made by the tenants ought not to be considered in calculating the rental to be paid for an extension of lease, as it would be manifestly unfair to make the tenant pay for improvements made at his own expense; but the case would be different in the back portion of the town. There the improvements may be considered the property of the trust, and should be included in any assessment to be made for the purpose of

determining the future rent of the premises ; the land having been let at a low rental with a view to encourage occupation, and to enable the tenant to repay himself for the outlay incurred in clearing and improving the property.

One mode in use in England for ascertaining the rent which farming land will bear, is to calculate the gross value of the produce derived from the land, and divide into three parts. To set apart one portion for tillage and other incidental expenses, another for the maintenance of the tenant and family, and to consider the third, after deducting tithes and assessments, as the proper rent to be paid.

In the case of grazing land, the expense of labour being much lighter, the proportion to be allowed for management would be smaller, in order to allow a proper amount of rent for the landlord.

Another mode of determining rent is to deduct all the expenses and out-goings, together with the maintenance of the farmer and his family, from the gross produce, to allow 10 per cent. upon the capital employed, and to consider the remainder as rent.

Another, and more recent mode, is to select an acre of the best arable land on the farm, to value the gross produce as well as the labour attendant upon it over a period of four years, and, after taking an average of the profit, to deduct therefrom 10 per cent. for the farmer's stock and capital, the remainder being the rent. The same plan is adopted with regard to an acre of the worst land, and when the rent of the best and worst land on the farm is thus found, the rent of the intermediate qualities of soil will be readily ascertained; the whole being then added, an average taken of the whole farm will give the rent per acre.

In order to fix the proper rent, it is essential to inquire into local circumstances ; such as the quality of the land, its capabilities for cropping, and the proportionate quantity of stock it will carry per acre ; its contiguity to market, the value of produce, the amount of taxes to be paid, and whether to be borne by the lessor or lessee ; the expense of labour, and whether the land lies compactly, and is approachable by good roads.

In India, the Government has always been considered the owner of the soil, and the actual cultivator pays a rent or tax for the use of the land. The amount of rent paid by the tenant-farmer to the Government is fixed at the average money-value of half the average produce, after deducting cost of cultivation.

For purposes of assessment, the soils are divided into classes and sub-classes : of the former, there are 5 ; and of the latter, 34. The first are classed as alluvial, ferruginous, calcareous, and arenaceous.

The average yield per acre of staple grain crops is ascertained by careful experiment, and about one-fifth is deducted to compensate for the chance of a bad season. The average market price for twenty years, less 8 to 20 per cent. for dealers' profits, is then calculated, and, after estimations of cultivation expenses, half the net profit is taken as the amount due to Government. Allowance is also made for distance from market.

In justice to the original tenants on other Native reserves in Westland, as pioneers of settlement, or to the persons who have since purchased their interests, a renewal of the leases should be granted them at a rate of rental consistent with fairness, irrespective of improvements. The property being indebted for its improvement entirely to their capital, it follows, therefore, that the law by which the ownership of improvements follows the ownership of land would, in this instance, be in the highest degree unjust and inapplicable.

In the case of these reserves, the tenants have improved the property on the full reliance of getting an extension of lease at the expiration of the subsisting term, the understanding being that, as the intention is to encourage the occupation of these lands in perpetuity with a view to secure a fair pecuniary return for the benefit of the persons beneficially concerned, there would be no difficulty in obtaining a renewal ; yet on a change of management, without a definite arrangement is made with them to that effect, the land in all probability would be re-assessed, when the best properties would have the rents raised, the land in fact being worth more in consequence of the tenants' improvements.

The proposition to put leases up to auction will be found as a rule to operate very injuriously to the beneficial occupation of land, as it offers no encouragement to occupiers to improve, in consequence of the insecurity of tenure beyond the subsisting term. Experience has shown that *bonâ fide* occupants of land are very rarely induced to bid at auction for leases without calculation, and the reason for this is quite obvious to practical men. The practice, if resorted to, simply means that it enables persons of the speculative class—without any interest in the matter—to bid for leases, to the detriment of others who are more equitably entitled to consideration.

It is maintained by writers of the present time that there is too much of the old feudal feeling still remaining in the relation between landlord and tenant. They maintain that the proper state of things is that it should be purely a pecuniary arrangement ; that the landlord should let his land for a certain period and rent ; and that there should be no trace of any other connection remaining than that which necessarily arises from mere business relations between them ; in fact, that a fair bargain, honestly carried out on both sides, is the sum of duty reciprocally due between them.

This view of the matter would probably meet with strong opposition from persons who regard tenants as merely the retainers or dependants of the owners of the land.

Besides the general regulations to be made by the Governor under the Act of 1873, it is highly important that power should be given to enable special regulations to be made in certain cases ; as for instance, the Greymouth reserve ; this property having been occupied and improved by the tenants under exceptional circumstances.

The main advantages to be secured to the tenants by the proposed regulations would be—

The renewal of existing leases, at a rent proportionate to the increased value of the land, for a maximum term of twenty years, without a covenant to build ; provided the buildings now situate on the land represent the value to be fixed of the amount of improvements to be made during the term thereby to be granted, are deemed to be sufficient.

In cases where the occupants are desirous of expending large sums of money on the improvement of their holdings in erecting durable buildings of brick and stone, the option should be given to take leases renewable for three periods of twenty years.

Both descriptions of tenure to be subject to a condition that the lessee on application within a reasonable time, will grant to his sub-tenant a renewed lease for a proportionate term, at a rent increased by the amount of the increased rent of the original lease.

The tenant-in-chief to have the pre-emptive right to the renewal, and, failing his acceptance, the second tenant to have the next right, conditionally that the improvements made at the expense of the tenant-in-chief—or by the sub-tenant in pursuance of any arrangement on that behalf—should be paid for at a price to be fixed by impartial assessment. The same rule to apply to the case of other tenants, until each had exercised their right of choice.

In cases where the sub-tenant has made the improvements, and does not secure a renewal of his lease, the person coming into possession to pay for the value of the improvements made by such tenant, provided no allowance was made in the conditions of the lease. In that case, the value of the improvements should be paid to the person beneficially entitled.

The chief object in letting these lands being to secure a present income for the persons beneficially interested, rather than a prospective advantage, it follows, as a matter of course, that the tenant in occupation at the expiration of the subsisting term—in cases where an equitable rent has been paid over the whole term—should, in event of not securing an extension of his lease, be entitled to the value of the improvements from the incoming tenant, provided such improvements have not been made in pursuance with some arrangement or obligation in that behalf.

In the case of agricultural holdings, the outgoing tenant's interest in improvements is protected by the Imperial statute (14 and 15 Vict. c. 25) in force in the colony.

It will no doubt be admitted that one of the main objects to secure, with a view to beneficial occupation, is to make the title to land as simple as possible, and its transfer easy; by these means the value of all landed property would be prodigiously increased.

For the sake of uniformity, and in order to facilitate the preparation, as well as reduce the expense of executing the necessary leases for the occupation of the Native reserves, it would be advantageous in the interests of the tenants if a printed form of lease containing the usual covenants was prepared for use, with sufficient blanks for names and descriptions, and for the addition of special clauses if necessary.

It will be found that the more liberal and simple the stipulations contained in the lease, the better will they answer the purpose, and advance the interests of all concerned, besides greatly enhancing the security the tenant has to offer for the use of money lent to him for the improvement of his leasehold.

Amongst other matters, it would be advisable also to provide, in regard to the assessment of rent, that, should the tenant feel the amount fixed to be oppressive, he should have the option of referring the matter to the arbitrament of two impartial persons, to be chosen in the usual way, the cost of such appraisal to be borne by the applicant. This would finally prevent an oppressive rent being fixed, and preclude the possibility of the officer having charge of the estate being the sole judge, in case of any diversity or difference occurring between himself and the tenant.

One of the grievances complained of against absenteeism is that the agents too often have no good feeling towards tenants, but strive only to raise as large sums as possible for their principals, without regard to consequences.

I have, &c.,

ALEXANDER MACKAY,

Native Commissioner.

The Under Secretary, Native Department, Wellington.

By Authority: GEORGE DIDSBUY, Government Printer, Wellington.—1876.

1876.
NIU TIRENI.

HE PUKAPUKA NA MR. ALEXANDER MACKAY.

(TUKU MAI I TETAHI PIRE HOU MO Nga Whenua Rahui Maori.)

He mea hoatu ki nga Whare e rua o te Runanga Nui i runga i te Whakahaere a te Kawana.

Ko Mr. ALEXANDER MACKAY e tuhituhi ana ki te KAI TUHI o te Tari Maori.

E TA,—

Poneke, Akuhata 16, 1876.

He whakaatu tenei ki a koe kia mohio ai koe i runga i to kupu o te 11 o te marama kua pabuere nei kia mahia e au tetahi Pire hou mo nga whenua Rahui Maori, kua hanga etahi whakarerenga ketanga o te Ture o te tau 1873, kia whakaurua ki roto ki tetahi pire hou kia whakaturutia i tenei nohoanga o te Paremete, he mea kia whakamaramatia te ahua pakeke ki te whakahaere o taua Ture.

Tenei te taura o aua whakarerenga ketanga, a he whakamaramatanga tenei o nga tikanga o roto.

E whakaaetia nuitia ana e nga tangata kua whakamohio i a ratou ki nga tikanga o "Te Ture Whenua Rahui Maori, 1873," he ture taimaha rawa i runga i ana whakahaere te taea ai te whakahaere pai o nga Whenua Rahui Maori i roto i te Koroni.

Tuatahi, e whakaturia ana tetahi apiha i runga i te mana o te rarangi 6 tona ingoa ko "Te Komihana mo nga Whenua Rahui Maori." I runga i te rarangi 8 e whai mana ana tenei apiha ki etahi tikanga mo te whenua e hoatu ana kia tiakina e ia, a e tau ana ki a ia te whenua i runga i te rarangi 11.

I runga i te rarangi 7 e whakaturia ana tetahi Runanga Komihana, a ki te kore e whakaae rawa ratou e kore e taea tetahi meatanga ki tetahi wahi o tetahi Whenua Rahui Maori; a e apititia ana e te rarangi 19 kia whakaae rawa te Kawana ka mana ai nga tukunga whenua katoa e whakaaetia ana e taua Runanga, no reira ka tupu etahi raruraru ke atu etahi tikanga whakaroa i te whakariterite, tetahi hoki he whakararuraru kau i te Kawana me ana hoa tohutohu ki nga mea o nga kainga kahore nei e mohiotia nuitia ana e ratou, ahakoa tino whakamaramatia nga tikanga o ia mea; a e waiho ana hoki hei take whakapae he mea whakahoia mehemea ka whakaaetia ki tetahi hoa tetahi rihi a ka kore e whakaaetia ki tetahi tangata e whakaaro ke ana.

Ka kitea i runga i nga kupu i runga ake nei ka ahua tu-a-he te Komihana, a ko nga arainga i ana mahi kahore e tika i runga i tona tu i tona ritenga ki te whenua.

Tuatahi e whakawhiwhia ana ia ki etahi mana nui, na ka tangohia ohoreretia aua mana notemea ka waiho ana mahi ki raro ki te mana o tetahi Runanga Komihana, na ko ia tetahi o ratou e rite tonu ana tona mana ki to ratou.

Na, e toru hoki nga huarahi e taea ai i runga i te Ture te arai i te whakahaeretanga o nga Whenua:

1. Tera pea ko nga tangata o taua Runanga ehara i te tangata e pai ki te whakangawari i a ratou i runga i ta ratou mahi; a, tetahi hoki, he tangata pea e ngawari noa iho.

2. Ka ahei te Komihana i runga i tona mana hei kaitiaki mo te whenua ki te whakaae kia whakamana te mahi a te Runanga mehemea ko ia i roto i te taha tokoitia.

3. Ka ahei te Kawana ki te pupuri i tana whakaaetanga, i runga i te rarangi 19, kia whakaputaina he rihi e whakaaetia ana e te Runanga.

Tetahi whakahe tuturu ko te hanganga o te Runanga whakahaere. E watea ana te huarahi mo nga hiahia a te tangata, a kahore e taea ana te mea e hiahiatia ana ara kia whai reo nga Maori ki te whakahaere i o ratou whenua. Ka whakamana kau i a A. B. C. he tangata Maori ki te whakahaere i runga i ta ratou whakaaro ake i nga whenua o nga iwi ke ehara nei i to ratou iwi ake, kahore nei o ratou tikanga i rite. Mehemea i tono whakahaeretia nga tikanga o te Ture o te tau 1873, kua puta nga puhaehae-a-iwi i runga i te pokanoa a nga tangata Maori o taua Runanga ki nga whenua o etahi atu iwi, notemea ko tenei iwi ko te Maori ekore rawa e pai kia pokanoa te tangata ke ki tona whenua.

Kahore te Ture o te tau 1873 i whakaatu i te rerenga ketanga o nga tikanga Whenua Rahui Maori, e rere ke nei nga ahua, mo nga tikanga e tau ana ki reira, ara nga whenua e mau ana ki te Kawana i runga i te mana o nga Ture o naiane, i whakatapua e te Whakaminenga o Niu Tireni i mua ranei, i wehea ranei e te Kawanatanga mo nga tikanga maori otira kahore he mana whakahaere i nga maori me nga whenua i kapea ki waho o nga hoko e nga maori, a kua tau ki raro ki te mana o "Te Ture Whenua Rahui Maori, 1856, i runga i te whakaae a nga tangata no ratou nga whenua, he whenua pera ranei ka kawea mai a mua ake nei ki raro ki te mana o tetahi Ture e whai mana mo te whakahaere i nga Whenua Rahui Maori.

Mo runga i te tikanga mo era o aua whenua i whakahuatia i muri tata ake e tika ana ano kia tonu nga tangata e whai tikanga ana ki reira kia whai reo ratou ki te whakahaeretanga o aua whenua, ki te whakariteritenga me te wehewehenga o nga moni e puta ake ana i reira; engari mo nga whenua rahui i whakahuatia tuatahitia, ko te hoatutanga o era kia whakahaeretia e nga maori he takahi i te tikanga i wehea ketia ai i mua, *ara*, kia tiakina kia whakahaeretia e te Kawanatanga hei painga mo nga tangata o nga iwi na ratou i tuku atu.

I runga i te whakariteritenga o nga whakarereanga ketanga mo te Ture whakatikatika kua ata wehewehea nga tikanga whenua rahui katoa e tau ai taua Ture, a e whakaaturia ana te rerenga ketanga o nga whenua kahore nei i uru nga maori ki te whakahaere, i nga whenua e maharatia ai e tika ana kia whai reo ratou ki te whakahaere. Kua whakaaturia hoki te whakarereanga ketanga mo runga i te tikanga mo nga whenua kahore i uru ki te mana o te Ture, hei whakamarama i nga awangawanga me ka puta ake mo te peheatanga o etahi tu whenua.

Notemea i puta te whakaaro o te Runanga Nui o Niu Tireni i runga i te hanganga o te Ture 1873, kia whai reo nga Maori i te whakahaeretanga o o ratou whenua kua hoatu tenei mana ki a ratou mo nga whenua o nga tikanga wha rima hoki; otira hei riwhi mo te Runanga whakahaere o nga Maori e toru me te Komihana pakeha, e meatia ana kia whakakorea taua Runganga kia hoatu ki te Komihana e whakaturia ana te mana tuku rihi mo tetahi wa kaua e roa ake i nga tau e rua tekaumatahi hei whenua mahinga mehemea ka whakaae nga tangata e whai tikanga ana ki nga hua o aua whenua, a i runga ano i taua whakaae kia tuku rihi whenua hei turanga where mo nga tau e ono tekau i runga i nga whakariteritenga ka hanga e te Kawana.

Ma tenei ka whai reo tuturu ai nga Maori ki te whakahaeretanga o o ratou whenua kahore hoki e uru te Runanga o nga tangata, ko o ratou whakaaro akuanei pea e patu ana i nga tikanga e pai ai ki nga tangata no ratou te whenua.

Me whakaatu pea i konei tera pea ma taua urunga mai a nga tangata no ratou te whenua e he ai o ratou tikanga tika i runga i te pokanoa ki te nohoanga tika me te whakapainga o te whenua, tetahi hoki ka he pea nga Maori i nga tangata whakaaro tinihanga e hiahia ana ki tetahi tikanga nui mo ratou.

E rere ke ana hoki tenei tikanga i te Ture e whai mana ana i Ingarangi mo te whakahaere i nga whenua o nga tangata e whai hapanga ana i runga i tetahi tikanga o te Ture. Mehemea ko te tangatona te whenua he tamaiti kahore ano kia tae ona tau ki te rua tekau ma tahi ka taea e te Kai-tiaki te tuku rihi mo nga tau maha, ka taea hoki te whakahaere nga tikanga i runga i tona ingoa ake kahore he kupu ma te tamaiti; e meatia ana hoki na te Ture te mana a te Kai-tiaki ehara i te mea na te tamaiti; otira kei he te whakahaere e mea ana te Ture me whakaatu nga tikanga katoa ki te tamaiti ina tae ona tau ki te tekau ma wha. E mana ana hoki te *Court of Chancery* ki te tuku rihi whenua timata i te ra e nohoia ai i roto ranei o te tau kotahi i muri iho o te hanganga—mo nga tau e rua tekau ma tahi mo nga whenua mahinga, e wha tekau tau mo nga whenua e keria ana mo nga taonga o roto, e iwa tekau ma iwa tau mo nga whenua hei turanga Where; a hei whakaiti i nga moni e whakapau ana ka ahei taua Kooti ki te tuku i taua mana ki etahi kai-tiaki.

Kua kiia i roto i enei ra kahore e marama, i runga i te tikanga o nga Whenua Rahui Maori, kia waiho tonu nga Maori i runga i te ahua tamariki, engari me waiho tonu ma ratou ano e whakahaere. He mea pai ano ia tenei mehemea ka taea te whakahaere marama; otira ka whakaaetia ano, mehemea ka tirohia tikatia tenei mea, ahakoa kua kake nui te Maori ki te matauranga ekore e whakaarohia ka tino kaha ratou ki te whakahaere tika i nga whenua nui whenua whai tikanga hoki e whai ritenga ai etahi pakeha kai-riihi maha.

I Ingarangi kahore e kiia ana e noho a-tamariki ana nga tangata no ratou nga whenua tuturu e whakahaeretia ana e te *Court of Chancery* notemea e whakahaeretia ana o ratou whenua e etahi kai-tiaki.

Tera ano pea ka kitea ko te whakahaere tika i nga whenua Rahui Maori e tau ai te Ture he waiho i aua whenua kia whakahaeretia e etahi kai tiaki, kia retia—kaua he mana hoko—i runga i te mana o etahi Ture ma te Kawana i roto i tona Runanga Whiriwhiri e hanga—i nga tikanga e nui ai te moni e puta ake ki nga tangata e whai tikanga ana ki te whenua, a me whakaatu aua kai tiaki i te whakahaeretanga o nga moni ki aua tangata ki te Runanga Nui hoki.

Hei ritenga mo te mana e tau ana ki te Kawana i runga i te rarangi 19 e meatia ana kia whai mana te Komihana ki te tuku rihi mo etahi tikanga, i runga i te mana o etahi ture kia whakaputaina e te Kawana, he mea kia kore e tukua kautia ia rihi ki te Kawana i roto i tona Runanga whiriwhiri.

Ka kitea tonutia iho te painga kia whakamana te Komihana i runga i etahi tikanga ki te tuku rihi, a kia kore te huarahi e whakaaturia ana i roto i te Ture o te 1873: koia nei te painga, ka wehea atu te tikanga i nga ritenga o tetahi taha o tetahi taha: a i te mea ano ka tino tirohia rawatia te whakahaeretanga o te whenua, ka kore atu nga tonotono nga pokanoatanga, ki te mahi a te apiha, e whakararuru nei i te mahi.

Ka whakaaetia rapea e te katoa kia marama nga tikanga e whakahaeretia ai enei whenua e tiakina nei, kia whakakorea atu nga take whakaroa whakaawangawanga; notemea mehemea ka whakaroina te mahi whakahaere ka whakanuia ranei te moni e pau i taua mahi ka whakataimahatia ranei i runga i te whai kupu atu ki te kainga e noho ai te Kawanatanga me te tatari ki nga whakahokihokinga mai ekore e taea te whakahaere i aua whenua i runga i te tikanga tino pai notemea ekore tetahi tangata e hiahia ana ki te rihi whenua hei nohoanga mona e pai kia whakararururitia peratia ia.

E whakaarohia ana, mo nga rihi whenua hei whakatunga where, kia kaua e retia tonutia atu mo nga tau e one tekau, engari me whakamana kia whakaputaina nga rihi mo nga wahanga tau e toru kia rua tekau tau te roa o ia wahanga i runga i te mea ka utua i roto i nga tau e tukua ai te rihi te reti tino tika pai hoki i ia tau e taea ai i te wa e hanga ai taua rihi. Ma tenei tikanga e noho roa ai te tangata ki runga ki te whenua, e taea ai hoki te whakatikatika atu i te utu tau ki te moni e rite ai te kakenga haeretanga o nga ritenga o te whenua i te utu mehemea ka tukua tonutia atu inaianei mo aua tau katoa.

E kore rawa e taea i tetahi whenua hou penei me Niu Tireni, e rere ke tonu nei te utu whenua kia whakatuturutia te reti tika mo tetahi rihi ka tukua atu inaianei mo nga tau e ono tekau. Mehemea ka whakamatauria kia peratia, ka rua pea nga putanga ake—he tikanga pai noa atu ranei kino noa atu ranei mo nga tangata e whai tikanga ana ki aua mea. I tetahi ritenga, ka pa he mate ki te tangata

nona te whenua i runga i te mea e retia ana tona whenua mo te utu iti; i tetahi ka mate te tangata i a ia te rihi i runga i te utu taimaha.

Tera ano pea e whakaarohia he mea kino nga rihi roa mo te tangata nona te whenua, engari ma te tikanga kua whakaaturia i runga ake e pai tahi ai ki te tangata nona te whenua, me te tangata i a ia te rihi.

Kua whakaurua tetahi mea hou ki roto ki tenei pire hou—ara ko te mana kua hoatu ki te Kawana, i runga ano ia i te whakaae a nga tangata e whai tikanga ana ki nga whenua e retia ana mo nga tau maha, kia whakarerea ketia te tikanga o te whakahoutanga o nga rihi kia whakatuturutia ki te tangata i a ia te utu tau mo ake tonu atu, mehemea e pai ana tera. Ko te painga o tenei tikanga, mehemea ka whakaaetia, ko te tuturu ki te tangata e noho ana ki runga ki te whenua i a ia nei te rihi, ko te tuturu hoki ki te tangata nona te whenua i te utu tau, e mohiotia ana, mo ake tonu atu. He mea pai atu tenei i te hoko i te whenua me te waiho i te moni ki tetahi mea whakatuputupu ai, notemea ko nga tangata e whai tikanga ana ki nga whenua ka whai tikanga tuturu ki te whenua, i mua atu o nga tangata katoa, kia utua te utu tau.

E meatia ana, i roto i etahi whakarereanga ketanga kia whakakorea nga rarangi 35, 36, 37, 38 me 39 o te Ture o te tau 1873, e whakamana nei i te Kawana, ki te whakatu i nga tangata mohio, ki te kimi i te whakaaetanga a nga tangata mo ratou te whenua kia hoatu nga whenua ki raro kite mana o te Ture, engari ka whakatuturutia ma te Kooti Whakawa whenua maori tenei mahi. E whakaritea ana hoki tenei tikanga, ara, i mua o te hoatutanga o tetahi whenua ki raro ki te mana o te Ture me hanga tetahi tikanga whakahaere e whakaatu ana i nga hiahia o nga tangata no ratou nga whenua, mo te whakahaeretanga o aua whenua a mua ake.

E kiia ana hoki ma te Kooti e whakatuturu kia mohiotia ai pehea te nui o te wahi o ia tangata e uru ana ki te whenua he mea kia kitea ai e te komihana te moni tika i roto i te utu tau mo ia tangata; a e whakaritea ana hoki mehemea ka tupu ake he awangawanga mo nga tangata e tika ana ki nga moni e puta ake ana i nga whenua e tau ai te mana o te Ture, ma te komihana e tuku atu ki te Kooti kia kitea ai te riiwhitanga.

E meatia ana ano hoki kia whakakorea nga rarangi 45, 46 kia hanga he mea hou hei whakakapi.

Me nga rarangi 48, 49 hoki notemea e tango ana i nga mahi a te Kooti Whenua Maori a he ahua tuarua ano hoki o nga rarangi 89, 90, 91 hoki o "Te Ture Whenua Maori, 1873." Mehemea e maharatia ana kia hoatu taua mana e te Runanga, he mea pai atu kia whakamana te kooti kia whai tikangatia nga mea e tau ai aua rarangi, a me apiti pea nga tikanga ki te Ture mo nga riiwhi mo nga Maori whai karaati e kiia ana kia whakatuturutia i tenei tau.

Me whakakore atu hoki nga rarangi 52, 62.

Mo runga i nga whakariteritenga kia hanga e te Kawana i runga i nga tikanga o te Ture, he mea nui, hei mahinga i nga Whenua Rahui Maori, kia whakatakotoria etahi tohutohunga hei titiro ma nga apiha e tiaki ana i aua whenua kia rite ai te tikanga mo te whakahaere a mua. Koia ahau i whakaatu ai i enei mea hei whakaarohanga.

Ko enei nga tikanga nui mo te riihitanga i nga whenua Rahui Maori:—

1. Me rihi nga whenua i runga i te mea kia tere tonu ai te puta mai he moni, me apiti hoki ki tena te whakatuturu te whakapai i te whenua i te utu reti tino pai e taea i te wa e riihitia ai, ko te nui o te utu reti me whakarite e te tikanga ma wai e whakaoraora nga mate e whakapai haere ranei; me whakaaro ano hoki ki te pai o te tangata i a ia te rihi, i te mea e whakaarohia ana te utu reti.

Me whakarere ke nga tau e mana ai nga rihi i runga i te ahua o nga mea e whakaarohia ana kia hoatu ki runga ki te whenua, i runga ranei i nga mea e mahia ai te whenua.

Ko tenei pea hei tohutohunga, ma te rereanga ketanga o nga whenua e rere ke ai, ara,—

1. Me tuku te rihi whenua mo nga tau e rua tekau ma tahi hei whenua mahinga i runga i te tikanga me whakapai tuturu e te tangata i a ia te rihi te whenua i roto i nga tau e whitu timata i te tau i timata ai te rihi i runga i te tikanga kia rite ki te £1 mo ia eka o taua whenua. Ko taua whenua katoa me whakapai me mahi i roto i nga tau o te rihi a me waiho he taiepa kaha i te mutunga o te rihi. Ko te utu reti hei hua tika, i runga i te mea ka whakaarohia nga tikanga katoa, mo te ritenga o te whenua i te ra e tukua ai te rihi.

2. Me tuku te rihi mo te whakatu whare mo nga tau e rua tekau, me te kupu whakaae hoki kia apititia ano etahi tau e rua tekau, me te kawenata ano hoki i roto kia hanga kia tiakina paitia nga whare papa e rite ana te utu ki te utu reti mo nga tau e mehemea kua whakaturia e te tangata kei a ia te rihi, i mua atu o te paunga o nga tau tuatahi e rua tekau, nga whare papa e rite ana ki te utu e meatia ana, kua whakapaua ranei nga moni e meatia ana e rite ana ki te utu, i runga i te whakapainga i te whare mehemea i rokohina atu e ia he whare kei reira e tu ana.

3. Me tuku he rihi mo nga tau e rua tekau, me te whakaaetanga ano kia whakahoutia mo nga wa e rua e rua tekau tau o te wa kotahi, mehemea ia ka whakaturia e te tangata i a ia te rihi nga whare pereki kowhatu ranei e rite ana ki te utu reti mo nga tau e i roto i nga tau tuatahi e rua tekau.

Me whakatuturu hoki tenei tikanga e kore nga Kai-tiaki e whakahou, e whakapai e utu ranei i nga whakapainga i te mutunga o te rihi.

Ko era kua whakahuatia i runga ake nei nga tikanga nui engari he maha nga mea me whakaaro i runga i tona tikanga ake, i runga hoki i etahi atu take; a ko nga mea e mana ana inaianei me mahi ia mea i runga i tona tikanga ake i runga i to te tika.

Me tino whakatuturu taua tikanga mo nga tangata kei a ratou nga rihi Whenua Rahui Maori i Poutini me whakatuturu rawa ki nga tangata i a ratou nga rihi i Arahura i runga i te kupu whakaari mo te whakahoutanga o o ratou rihi, notemea i whakaaria ano ki a ratou ka whakahoutia o ratou rihi i runga i te kake tika ake o te utu reti i te mutunga o nga tau e mana ana inaianei. I runga i to ratou mahara he tino kupu tuturu tenei kua whakaturia e ratou etahi whare papai me etahi atu whakapainga tae atu ana te ritenga o aua mea ki runga ake i te £40,000 apiti atu ki te moni i kohikohia e ratou mo te whakapainga i te taone. Ko te apititanga o tenei moni ki te moni mo etahi atu mea o te taone no reira i rite ai ta ratou kohikohi ki te £10 i roto i ia £100 o te utu tau o o ratou whenua.

No reira i pawera ai nga tangata i a ratou nga rihi i Arahura i te ture o te 1873 i runga i ta ratou kimi ka peheatia e te Runanga whakahaere te whakarua i nga rihi, notemea i mohiotia nuitia ko nga

Maori ka whakaturia mo taua Rnnanga ka kowhiria i roto i nga tangata i ki nui ko to ratou whakaaro he tango i nga whenua i te mutunga o nga rihi e whai mana ana inaianei.

I whakaaro nga tangata i a ratou nga rihi he mea he rawa tenei, e rite ana ki te whakanoanga i tetahi kupu tuturu i mahara mai hoki ratou i te tuatahi ka whakahaerea tonutia e te Kawanatanga te whenua, a tukua ana e te Ture kia hoatu nga tikanga nui kia whakahaeretia e nga Maori tokorua tokotoru ranei—tangata kahore i nui to ratou mohiotanga, kahore nei e taea e o ratou whakaaro te tika.

Mehemea i whakamana te Ture o te 1873 kua kino rawa mo Arahura notemea kua kore e mohiotia mehemea ka whakahoutia nga rihi e whai mana ana inaianei; ko te tukunga iho o tenei kua kore nga tangata e whakaaro penei me ratou e whakaaro ana inaianei ki te whakatu whare tuturu whare kowhatu, pereki mehemea ka apititia etahi tau ki o ratou rihi, engari kua mutu nga mahi whakapai, kua tukua nga whare e tu ana inaianei kia pirau ana; notemea ekore te tangata e whakapai noa i te whenua i te tatanga o te paunga o nga tau mehemea ko tona whakaaro ki nga whakapainga ka mutu i te mutunga o ona tau.

Ma nga kupu o runga ake nei e whakaatu ko te tuturu o te noho o te tangata i a ia te rihi me kua e whakakore mehemea e whakaarohia ana kia whakapaia te whenua. Koia i maharatia ai me tahuri nga whakaaro ki nga rihi mo nga tau maha notemea ki te kore e ahua tuturu te noho a te tangata mo te wa roa ekore e ea nga moni e whakapaua ana e ia.

He mea tika kia whakatakotia etahi tikanga hei whakaturu i te utu reti kia utua mo ia ahua whenua, kei waiho ma te whakaaro noa iho a ia apiha e whakarararu i te hiahia a nga tangata e hiahia ana ki te rihi, e tika ai ranei kia whakahoutia o ratou rihi.

Kahore e taea te tino whakatakoto he ture mo te whakariteritenga i te reti, engari ka taea ano etahi ritenga hei tohutohu atu ki nga tangata ma ratou e whiriwhiri te utu tika mo nga whenua.

He mea pai rawa, ahakoa pakeke, kia kimihia te rerenga ketanga o te utu reti tika mo nga whenua, ahakoa mo te whakatu whare mo te paamu ranei, kia kua ai e whakakorea te utu tika ki te tangata mo tona whenua, kia kua ai hoki e pehia taimahatia te tangata i a ia te rihi i te utu reti tino nui.

Ko te tikanga mo te whenua whakatu whare kua nohoia kua turia na te tangata i a ia te rihi i utu ka taea te kimi te reti mo a mua i runga i te tirohanga ki te utu o te tuatahi me te apititanga o te hua tika mo te moni i whakapaua mehemea i tu te whare i roto i tetahi wa e whakaritea ana, a kia tu te whare mo etahi tau me tango tetahi hua. He mea tika ano kia kimihia te ritenga o te whenua i te mea kua whakapainga kahore ano ranei i whakapainga mehemea na nga tangata i a ratou te rihi te moni i utua ai, notemea ekore e tika kia waiho ma nga kai rihi e utu i nga mea i whakaputaina e ratou ano mehemea kahore he kupu pera i roto i te rihi.

I Ingarangi e rua tekau tau te wa e whakaaetia ai te utu hua mo nga moni i whakapaua mo te whakatu whare. Ko taua hua e timata ana i te £5 mo te £100 tae atu ana ki te £7 me te £7 10 mo te £100, ko te tangohanga e haere ana i runga i te £2 10 mo te £100.

I Niu Tireni he maha nga whakaoranga o te whare papa i roto i nga tau kotahi tekau, he nui atu i nga whare e whakaturia ana ki nga taone i nga whenua koura ehara hoki i te whare kaha. Ko te kino haere kahore e penei te tere i roto i nga tau tuatahi me te tere i te tatanga ki te mutunga o te takiwa roa penei me te tekau ma rima tau, otira kei te ahua o nga rakau e hanga ai te whare te tikanga o te tere o te kino haere, kei nga whakahoutanga hoki.

Ko te ritenga tika rawa e kitea ai te utu reti tika mo te whakaroanga o nga rihi, me whakarite kia kimihia te ritenga o te utu o nga whare me nga whakapainga katoa kua whakaturia ki runga ki nga tekiana i roto i te wahi Whenua Rahui Maori o te taone o Arahura i mua atu o te whakahoutanga o nga rihi. Me kimi hoki te utu o te tekiana i te mea kahore he whakapainga hei take e kitea ai te utu reti. Mehemea ka riro nga tau hou i tetahi tangata chara i te mea kei a ia te rihi inaianei me utu e ia ki te tangata i a ia te rihi tuatahi te utu e rite ana mo nga whakapainga, mehemea ia kua oti e tera te hanga whare te whakapai ranei i taua whenua, mehemea ranei ko ia te riwhi kaiwhakahaere ranei o te tangata nana i tu ai aua whare, nana ranei aua whakapainga.

Kia rua nga tikanga mo te taone i Arahura. I tera wahi o te taone e tu ana nga whare hokohoko me era tu whare, ko te wahi tena i nui ai te utu reti o te timatanga mai ra ano kua e whakapohia te whakapainga a nga tangata i a ratou nga rihi i te whiriwhiringa o te utu tau mo te whakaroanga o te rihi, notemea ekore e tika kia utu te tangata i a ia te rihi mo nga whakapainga i utua ki tona moni ake; engari ka rere ke te tikanga mo te wahi o te taone ki muri. Ko nga whakapainga o reira me whakaaro hei taonga mo te whenua, a me whakaaro ina whiriwhiria te utu mo te reti mo a mua ake; notemea i retia taua whenua mo te utu iti he mea kia nohoia ai, kia ahei ai te tangata i a ia te rihi ki te whakaea i ona moni i pau ki te para ki te whakapai i te whenua.

Ko tetahi huarahi i Ingarangi e kitea ai te utu reti ka taea te utu mo nga whenua paamu, he kimi i te utu katoa e puta ake ana i nga hua o te whenua, ka tahi ka wahia kia toru nga wahanga. Kotahi wahi mo te mahinga i te whenua, kotahi wahi hei oranga mo te tangata i a ia te paamu ratou ko tana whanau, na ko te wahi tuatoru, ina tangohia nga takoha me era tu atu mea hei utu i te reti.

Mehemea he whenua haereerenga kau me era atu kararehe, he iti iho te utu, he iti iho hoki te wahi e whakaritea mo te mahinga, kia taea ai te reti tika te utu ki te tangata nona te whenua.

Tetahi huarahi whakarite reti, he tango i nga moni katoa e pau ana me te oranga mo te tangata i a ia te paamu ratou ko tana whanau i roto i nga moni katoa e puta ake ana i nga hua o te whenua, kia whakaritea ki £10 mo te £100 mo te moni e mahia ai te paamu, na ko te toenga mo te reti.

Tetahi huarahi hou, koia tenei, me whiriwhiri tetahi eka o te whenua pai rawa hei ngakinga o te paamu, me kimi nga hua katoa me te mahi e mahia ai mo nga tau e wha, na ka tangohia i roto tetahi taha o te hua, me te £10 i te £100 mo nga taonga me nga moni o te rangatira o te paamu, ko te toenga hei utu i te reti. Ka mahia ano taua tikanga ki tetahi eka o te whenua kino rawa o te paamu, a kua kitea nei hoki te reti o te whenua tino pai o te whenua kino rawa o te paamu, ka ngawari noa iho te kimi i te reti o nga whenua o waenganui; na ina apititia katoatia ka kitea te ritenga o te paamu katoa ka taea ai te utu reti mo ia eka.

Na, kia kitea ai te reti tika me kimi katoa nga ritenga o te whenua; ara te ahua o te whenua, te ritenga mo te ngakinga, a, nga kau me era atu kararehe e ora i ia eka; tona tata ki te wahi e hokona

ai nga mea, nga koha e utua ana, a mehemea ma te tangata nona te whenua e utu ma te tangata i a ia te rihi ranei e utu; te utu mo nga kai-mahi, me te takoto o te whenua, mehemea hoki ka taea e nga rori pai.

I Inia [India] e whakaarohia ana ko te Kawanatanga te tangata nona te whenua, a e utu ana te kai-mahi i tetahi mo tana mahinga i te whenua. Ko te moni reti e utua ana ki te Kawanatanga ko te utu moni mo te hawhe o nga hua, ina tangohia te utu mo te mahinga.

He mea kia taea ai te whakariterite te utu e wehea ana nga tu ahua whenua.

E kimihia ana te tikanga o nga hua e whakaturia ana kotahi rimatanga e tangohia ana hei ritenga mo te tau kino. Katahi ka tirohia te utu, ina hokona, mo nga tau e rua tekau, ka tangohia te £8 tae atu ki te £20 mo te £100 hei putanga moni ki nga kai-hokohoko, ka kimihia te utu mo te ngakinga i te whenua ka tangohia te hawhe o nga hua e puta ake ana hei utu ki te Kawanatanga. E whakaarohia ana ano te tikanga o te roa atu o te whenua e mahia ana i te wahi e hokohokona ai nga hua o te whenua.

Hei mea tino tika ki nga tangata i a ratou nga rihi tuatahi o etahi atu whenua i Poutini, notemea ko ratou nga tangata noho tuatahi, hei tika hoki ki nga tangata kua hoko i o ratou rihi i muri iho me whakaae kia whakahoutia nga rihi ina mutu enei tau i runga i te reti tika haunga nga whakapainga. Na to ratou moni ake i whakapainga ai te whenua koia i he ai kia tau ki tenei mea te ture e riro ai nga whakapainga mo te tangata nona te whenua.

Kua whakapainga enei Whenua Rahui e nga tangata i a ratou nga rihi i runga i to ratou mahara tuturu ka whakaroina nga tau o te rihi i te mutunga o enei tau e mana nei te rihi i runga i te whakaaro kia nohoia tuturutia enei whenua mo ake tonu atu kia puta ai he moni tika hei painga mo nga tangata e whai tikanga ana ki te whenua kahore he pakeke o te whakahoutanga o nga rihi; a ina rere ke te whakahaeretanga mehemea kahore he kupu tuturu mo taua whakahoutanga e whakaritea ki nga kai-whakahaere ka tirohia houtia pea te tikanga mo te utu reti mo te whenua a ka whakanui te reti o nga wahi tino pai, notemea na nga whakapainga a nga tangata i a ratou nga rihi i kake ake ai te ritenga o te whenua.

Ko te kupu kia hokona karangarangatia nga rihi he mea whakakino rawa i te noho whakapai i te whenua, notemea kahore nga tangata i a ratou nga rihi e ngakau nui ki te whakapai i te whenua ekore hoki ratou e mohio tera e riro ano i a ratou te rihi a te mutunga o nga tau e mana ana inaianei. Kua kitea e kore e uru noa nga tangata noho tika ki te whenua ki nga hoko karangaranga i nga rihi. Mehemea ka hokona peratia ka kaha nga tangata kahore nei o ratou tino hiahia ki te rihi ki te hoko, no reira ka raruraru ai etahi i tika kia whakaarohia.

E ki ana nga tangata mahi pukapuka o inaianei he whakaritenga kau i runga i te moni te ritenga a te tangata nona te whenua ki te tangata i a ia te rihi; kia tukua e te tangata nona te whenua tona whenua mo tetahi wa i runga i tetahi utu reti; heoi ano ra to tetahi ki tetahi he whakariterite kau i a raua whakaaetanga.

Akuanei pea ka tautohetia tenei whakaaro e nga tangata e whakaaro ana e noho kau ana nga tangata i a ratou nga rihi ki runga ki te whenua i runga i te mana o nga tangata no ratou te whenua a kei raro iho i a ratou.

Haunga nga whakariteritenga e meatia ana kia hanga i runga i te ture o te 1873, he mea tika rawa kia whai mana ki te hanga i etahi whakariteritenga mo etahi tikanga whenua; penei me Arahura; notemea he tikanga kahore i tau ki te katoa te tikanga i nohoia ai i whakapainga ai tenei whenua e nga tangata i a ratou nga rihi.

Ko enei nga tino mea e tika ana kia whakatuturutia ki nga tangata i a ratou nga rihi:—

Ko te whakahoutanga o nga rihi e whai mana ana inaianei i runga i tetahi reti e tika ana mo te nui ake o te ritenga o te utu o te whenua, mo nga tau kua e neke atu i te rua tekau, kua he kawenata mo te whakatu whare ki roto; mehemea ia e whakaarohia ana ko nga whare e tu ana ki runga ki te whenua inaianei e rite ana ki nga whakapainga i meatia kia hanga i roto i nga tau e tukua ai te rihi.

Mehemea e hiahia ana nga tangata i a ratou nga rihi ki te whakapau moni nui ki te whakapai i nga whenua kei a ratou e rihi ana i runga i ta ratou whakatunga i etahi whare kaha e hanga ana ki te pereki me te kowhatu me whakaae atu kia tukua he rihi ki a ratou mehemea ka hiahia te ratou e taea te whakahou i te mutunga o ia rua tekau tau.

Me hoatu tenei tikanga ki roto ara me whakaae te tangata i a ia te rihi ina tonoa ki a ia i roto i tetahi wa tika kia whakahoutia te rihi ki te tangata i raro i a ia mo tetahi wa, i runga i te reti e whakanuia ake ana e te reti e whakahuatia ana i roto i te rihi tuatahi.

Ma te tangata tuatahi i a ia te rihi te mana tuatahi mo te whakahoutanga, a, ki te kore ia e pai, ma te tangata tuarua, engari ko nga whakapainga i oti i te tangata tuatahi i te tangata tuarua ranei me utu, ma etahi tangata kahore o ratou tikanga ki te rihi e whakarite te utu. Me pera te tikanga ki nga tangata katoa i a ratou nga rihi kia oti ra ano te whiriwhiri e ia tangata o ratou.

Mehemea na te tangata tuarua nga whakapainga a kahore ia e hiahia kia whakahoutia tona rihi, ma te tangata i muri i a ia e rihi ana i taua whenua e utu aua whakapainga mehemea ia kahore he kupu ke atu i roto i te rihi. I tenei tikanga me hoatu te utu o nga whakapainga ki te tangata tika mana nga hua o te whenua.

Notemea ko te take nui e retia ai enei whenua he mea kia whai utu tau ai inaianei nga tangata e tika ana ki nga hua o te whenua ehara i te mea rawa hei painga mo a mua anake, ko te tukunga iho ma te tangata kei a ia te rihi i te mutunga o nga tau te utu mo nga whakapainga—mehemea i tika te reti i utua i roto i nga tau katoa o te rihi—mehemea kahore e whakahoutia te rihi ara ma te tangata mana te rihi hou e utu nga whakapainga i te mea kahore he whakaritenga ke i oti.

Mehemea he whenua paamu ko nga whakapainga a te tangata e puta ana ki waho o te whenua e tiakina ana e tetahi ture o Ingarangi e whai mana ana ki roto i te Koroni.

Tetahi mea pai hei nohoanga whakapainga he whakamarama rawa i nga take whenua kia ngawari ai te tuku; ma tenei ka nui rawa ai te ritenga o te utu o nga whenua katoa.

He mea pai kia rite ai, kia ngawari ai, kia iti ai hoki te moni e pau ana i te mahinga o nga pukapuka rihi o nga Whenua Rahui Maori, he mea pai ma nga tangata ma ratou nga rihi kia taja nga pukapuka mo nga rihi me nga wahi watea mo nga ingoa me nga rohe o te whenua me etahi atu mea.

Ma te ngawari me te marama o nga tikanga o te pukapuka riihi ka pai ai mo katoa, ka nui ai hoki te puna mo te moni e nama e te tangata i a ia te riihi hei whakapainga mo te whenua.

I roto i etahi atu mea he mea pai kia whakaritea mehemea ka kitea e te tangata i a ia te riihi e taimaha ana te reti, kia whakaaetia kia tukua e ia taua mea ki nga tangata tokorua kahore i whai tikanga ki tenei mea, ma te kai tono e utu. Ma tenei e kore ai te whakatuturu i tetahi reti taimaha, ekore ai hoki te apiha kai-tiaki anake e whakarite mehemea ka tupu he whakaaro rere ke i waenganui o raua ko te tangata i a ia te riihi.

Ko tetahi o nga whakahenga ma nga ariki whenua e ngaro ana, he kore whakaaro pai na a ratou kai-whakahaere ki nga tangata i a ratou nga riihi, heoi ano to ratou hiahia nui ko te moni nui kia puta ki o ratou rangatira.

Naku

ALEXANDER MACKAY,
Komihana.

Ki te Kai-tuhi Tari Maori, Poneke.

By Authority: GEORGE DIBSBURY, Government Printer, Wellington.—1876.

Price 6d.]