

that away. The third clause of the petition is as follows: "That many of your petitioners now find it impossible to complete the payments which they had, under the pressure of the circumstances detailed, undertaken to make." The return which has been put in shows that twenty-eight settlers have not been paying, and that there are arrears ranging over from one year to four or five years. The fourth clause says: "That, when selectors are in arrear of payment, the Land Act contains provisions of a highly unjust and oppressive character, amounting, if put in force, to a confiscation of their property and the forfeiture of large sums which they may have paid towards the purchase-money." The law as it at present stands is this: that, if forfeiture is declared after full investigation and after all the formalities have been gone through, all the payments up to this time are forfeited, and those who have paid do not get any of their money back. In fact, the money they have paid is looked upon as rent for the use of the land during the time they have occupied it. As regards improvements, the Land Boards may return 75 per cent. of the money realized for them at auction.

101. *Hon. Mr. Rolleston.*] How many have been so dealt with?—Very few indeed. I can only recall some three or four cases in which the selectors defied the law in every respect, and they were then brought under the penal provisions of the Land Act. I now come to the fifth clause of the petition, which reads thus: "That, in consequence, many of your petitioners have been compelled to effect forced loans to escape such confiscation and forfeiture, and, in order to give security for such loans, have been driven to pay up in full the remaining unpaid instalments of purchase-money." Under the present law, if a person has fulfilled all the conditions of improvement and residence for three years, he may, if he chooses, complete the purchase by paying up the balance of the seven years' instalments. Several persons have done that because it suited them to get money on their land, not only to be done with the Government, but to have something to go on with the further improvement of their properties. Surely there can be no hardship about that, for they may, if they think proper, extend the payment over ten years, or pay up the whole at the end of the three years. The policy of the department has been, not to induce people to complete their purchases earlier than the ten years fixed by law. The object of the deferred-payment system has been to get the country settled by a resident class of settlers, not by a selling-out class. The sixth clause of the petition is as follows: "That although these instalments are, under the contract, payable to the Crown only over a series of years, yet the selectors have received no rebate of interest for their immediate payment in one sum, and your petitioners are therefore now practically paying two interests on the same sum of money—one to their mortgagees, and the other to the Crown, for which latter they have received no consideration." I think the remarks I have made in regard to the fifth clause will meet this section. The seventh clause says: "That others of your petitioners have taken up areas varying from 50 to 200 acres on the deferred-payment system, and find themselves debarred, by the terms of the Land Act, from completing their selections up to 320 acres." Under the law, as it stands now, there can be no reselection. It may appear at first sight rather unfair that a man who has taken up from 50 to 200 acres should be debarred from selecting up to the maximum limit of 320 acres. But it should be remembered that sixty acres in one place may be quite as valuable as 320 acres in another, and therefore it is not reasonable to complain that a man who has taken up land once under the deferred-payment system should not be allowed to do so a second time. Further, it should be borne in mind that the quantity of available land is limited, while the number of possible selectors is not. The deferred-payment system is for the benefit of the industrial classes; and the Government, by giving the opportunity once to any person to obtain land under this system for a home and livelihood, has given a privilege, but not with the view of the selector developing into a speculator, and becoming rich by taking up section after section.

102. *Mr. J. Green.*] But if the sections are small will not the Government allow them to be grouped together?—Yes. The eighth clause is as follows: "That others of your petitioners who have acquired the freehold of lands held under the deferred-payments, however small the area, are also debarred by the Land Act from any further selection." That is quite correct; but, as most of the petitioners have farms of 150 acres and upwards, there is no great cause of complaint. Then the ninth clause says: "That others of your petitioners have taken up land without opposition during the period within which 'The Crown Land Sales Act, 1877,' was in operation." A considerable number of people took up land under this section. I find by a return which has been prepared that, of the thirty-three selectors petitioning, nineteen have taken up their sections under the Act of 1877, and mostly without competition. The tenth clause is to this effect: "That it was a matter so doubtful whether the said Act really raised the price of deferred-payment land from £1 10s. to £3, that the Waste Lands Board felt compelled to obtain the legal opinion of a Judge of the Supreme Court on the point, who advised that the terms of the said Act had that effect." That is so, but it would seem to imply that they were misled. That was not the case, however; because, not only was the matter very fully discussed in the public press, but no land was offered until Judge Williams gave his decision that the Act of 1877 raised the price of deferred-payment land from £1 10s. to £3 per acre. The eleventh clause says: "That some of your petitioners took the best legal advice, including that of Robert Stout, Esq., the framer of the said Act, and were advised to the direct contrary." That I believe is quite accurate also. I believe this was all done before the Judge gave his decision, and months before any of the land was offered to public competition. The twelfth clause says: "That your petitioners have been informed, and verily believe, that the said Act was not intended by the Legislature to raise the price of deferred-payment land." I can inform the Committee that I heard Mr. Donald Reid state to the House that the effect of "The Crown Lands Sale Act, 1877," would be to raise the price of deferred-payment land to £3 per acre. That was during the administration of Sir George Grey's Government. The thirteenth clause is to this effect: "That many of your petitioners selected land during the said period under the full impression and belief that an amending Act would be immediately passed, providing that the true intention of the Legislature should be legally carried out, and the price of land which had been selected without opposition be legally fixed at £1 10s. per acre." There was not any intimation given to the effect that an amending Act would be immediately passed. But the Act was repealed after it had been in operation for two years. The fourteenth clause says: "That the said Act was repealed during the session of 1879, but the repeal was unfortunately not made retroactive." The Crown Lands Sale Act was repealed in 1879, as stated, and during the two years—1878 and 1879—it was law, the minimum price was £3 per acre.