

throughout the colony directly from the Natives. Such was the state of the land, such the mode of acquiring land on the East Coast until 1883, when Mr. Bryce introduced a Bill to stop such arrangements; and his views on that point were agreed to by settlers everywhere, for abuses were beginning to creep in, in which the "middleman" was beginning to injure both the Native owner and the European. The Natives, as a rule, always observed their own engagements, but they were incited by certain Europeans to break their bargains. I do not know of any occasions where they did so, but still certain persons who stood between the Native and the European were beginning to levy blackmail under a threat of preventing those bargains being carried out. Mr. Bryce, to those who asked him what was to be done in the cases of persons who had leased lands equitably from the Natives and were giving proper rents for them, answered that, in the event of his legislation coming into force, he could assure them that reasonable consideration would be shown to persons who had equitable claims, repeating in effect what had been intended by the policy of Sir George Grey's Government in cases where investigations would show that fair private equitable interests were uninjured by the policy of the practical resumption of the right of pre-emption. I gather from the wording of this clause—which I may state that I have not read until this moment—that the intention is to provide a means by which any such claims should be investigated, and, if found reasonable, admitted, a certain compensation of fourteen years tenure being given. I wish to observe that almost all of these—and there are not very many—have been transactions entered into between 1879 and 1883; and, unless for some law of this kind, occupation would have remained perfectly legal, or, rather, not illegal, till the Natives brought the land through the Court, which would break down the lease, but would admit of the tenants obtaining a fresh one. Most persons conceived that a lease direct from Native chiefs had in the past proved better than a lease from the Government, inasmuch as no Natives, to my knowledge, ever disputed a lease they had gone into in good faith. Such I take to be the meaning of that clause.

356. That is, if I understand you rightly, you think these sections relate almost entirely to land that has not gone through the Native Land Court?—The law does not apply to it at all until it does.

357. Are there very large transactions within your knowledge which are likely to come under these clauses?—The biggest block that I am aware of at this moment which has not passed through the Court is certainly under seven thousand acres. Of the question as to whether the transactions are large or not the Committee can form its own idea.

358. Are there many blocks of land of such an extent, the title being denied, that the leases under these sections will probably be very large transactions?—I will point out on the map. There is a block of two thousand acres, there is also a block of three thousand acres, but it has passed through the Court. There is a little block of four or five hundred acres, but, small as it is, there are between two and three thousand owners. I should inform the Committee that the acreage I give in these cases is from my mere idea, because the land is really not surveyed yet. There is also a block of six thousand acres subject to reserves which are not defined. There is also a block of four thousand acres. Some of these lands are in my occupation. There is also the block of land belonging to the Williams family—some thirty thousand acres.

359. *Hon. Mr. Bryce.*] You say that these transactions with the Natives for land have never been illegal?—I should guard myself in saying that. I believe that under an old ordinance there was at one time a penalty upon such transactions.

360. But you spoke of them afterwards as being "perfectly legal." In what sense could it be said that they were "perfectly legal"?—I say it was neither illegal nor legal. The law stood entirely on the outside: that the law would neither enforce occupation nor help to recover rent.

361. In the case of stock being interfered with, would there be any legal remedy for that?—I do not see any legal gentleman here that would give us his view on that; but there have been decisions that you may not interfere with stock throughout the colony trespassing on such lands. I think that was the law that was laid down in Auckland, or something to that effect. They did not recognize any owner for land that had not been through the Court. The occupation was legal in this way: that it was impossible for any one particular person to lay information, or in any legal way to remove any man's stock, until he took the land through the Court. Practically, it amounted to nothing; because the stock that people feed are usually sheep, and if sheep are driven about you might as well cut their throats at once. If the Natives did not like you to keep them there it was impossible to do so.

362. Then do I understand you to mean that the law did not recognize the European or the Native occupier?—They were in exactly the same position so far as the law was concerned.

363. Then you referred to the Act which you say I introduced in 1883. Did that Act alter the law in this respect at all?—If by alteration you mean removing something from a statute and substituting something else for what you removed, I cannot say; but if you mean an extension of law, then I say that the law was extended.

364. But in reference to "legal" or "illegal"?—No; it left it precisely as it stood. As regards prior transactions, it dealt only with the future.

365. You have said that I had given assurances that equitable claims would be considered?—
Yes.

366. Do you mean in the debates in the House, or otherwise?—In your official capacity; to me, for one.

367. Do you not remember that in the course of the debate on that Bill in 1883, the clause preserving the equitable rights of persons was introduced but rejected?—I cannot remember; but I think Mr. Whitaker said that things would remain as they were to existing tenants.

368. Are you aware that I resisted that clause for hours in the House, and ultimately defeated it?—No.

369. Do you not know that it was a clause introduced by Mr. Stevens, of Rangitikei?—I do not