

1890.
NEW ZEALAND.

JOINT COMMITTEE UPON THE WEST COAST SETTLEMENT RESERVES

(REPORT AND EVIDENCE OF THE).

Brought up 4th September, 1890, and ordered to be printed.

ORDERS OF REFERENCE.

Extracts from the Journals of the Legislative Council.

FRIDAY, THE 4TH DAY OF JULY, 1890.

Ordered, "That a Select Committee be appointed to inquire into the rights, legal as well as equitable, of the lessees of, and Natives interested in, the reserves made by the Governor in Council under 'The West Coast Settlement (North Island) Act, 1880,' and the amendments thereof, for the purpose of reporting upon the same; and also to report what steps should be taken to decide and enforce such rights: with power to sit and confer together with any similar Committee which may be appointed by the House of Representatives, and to agree to a joint or separate report: the Committee to have power to call for persons, papers, and records. Three to be a quorum. The Committee to consist of the Hon. Mr. Acland, the Hon. Mr. Johnson, the Hon. Mr. McLean, the Hon. Mr. Peter, the Hon. Major Wahawaha, the Hon. Captain Kenny, and the mover."—(Hon. Mr. STEVENS.)

TUESDAY, THE 8TH DAY OF JULY, 1890.

Ordered, "That Petition No. 3, of Tewhareaitu and 377 others, be referred to the West Coast Settlement Reserves Committee."—(Hon. Dr. POLLEN.)

Extract from the Journals of the House of Representatives.

TUESDAY, THE 8TH DAY OF JULY, 1890.

Ordered, "That a Committee, consisting of seven members, be appointed to inquire into the rights, legal as well as equitable, of the lessees of, and Natives interested in, the reserves made by the Governor in Council under 'The West Coast Settlement (North Island) Act, 1880,' and the amendments thereof, and to report upon the same, and what steps should be taken to decide and enforce such rights; with power to confer and sit together with any similar Committee which may be appointed by the Legislative Council, and to agree to a joint or separate report: the Committee to have power to call for persons, papers, and records. Three to form a quorum. The Committee to consist of Mr. Parata, Mr. W. D. Stewart, Mr. Seddon, Hon. Sir J. Hall, Mr. Peacock, Dr. Fitchett, and the mover."—(Hon. Mr. HISLOP.)

REPORT.

THE Joint West Coast Settlement Reserves Committee, appointed to inquire into the rights, legal as well as equitable, of the lessees of and Natives interested in the reserves made by the Governor in Council under "The West Coast Settlement (North Island) Act, 1880," and the amendments thereof, and to report upon the same, and what steps should be taken to decide and enforce such rights, has the honour to report as follows:—

The lands referred to in the petition of the Natives are affected by leases known respectively as "The Public Trustee's leases" and the "confirmed leases."

The petition of Messrs. Lysaght and others relates only to the "confirmed leases."

The Public Trustee's Leases.

These are of a large quantity of land set apart under "The West Coast Settlement (North Island) Act, 1880," for the benefit of the Natives, placed under the administration of the Public Trustee by "The West Coast Settlement Reserves Act, 1881."

The Act of 1881 authorised the making of regulations for the proper administration of these lands, and laid down conditions with respect to the mode of leasing. The Act did not specifically authorise the introduction of a compensation clause. Regulations were made under the Act of 1881 in February, 1883, and under these the lands were let by public tender for twenty-one years, with clauses similar in character to a Glasgow lease. "The West Coast Settlement Reserves Act 1881 Amendment Act, 1884," authorised the granting of leases for thirty years, the Glasgow lease provisions being preserved, and also authorised the extension of the twenty-one years leases to thirty years without alteration of either rent or covenants. Under regulations made in 1887

rents were reduced, they being, in the opinion of the Public Trust Department, after full inquiry, unduly high. The reduction was for five years, of which about three have expired.

As regards the transactions above mentioned, it is contended, on the part of the Natives, that the regulations of February, 1883, were invalid, as being in excess of any authority given by law, and that the securing of improvements to the lessees was illegal. In their petition the Natives as regards these lands also complain as follows:—

That, owing to the land being leased, they have insufficient land for cultivation. That the Public Trustee has reduced the rents without the consent of the Natives. Generally, they object to the lands being administered by the Public Trustee; and as regards these lands they ask that “The West Coast Settlement Reserves Act, 1881,” “The West Coast Settlement Reserves Act Amendment Act, 1884,” “The West Coast Settlement Reserves Act Amendment Act, 1885,” and “The West Coast Settlement Reserves Act Amendment Act, 1887,” may be repealed.

The Natives ask for full control over the lands, and that no lease shall be given without their consent, or be for more than twenty-one years, or contain compensation clause. They ask that no negotiations may be lawful for leasing, exchange, or occupation of any Native land unless the land is held under Crown grant or certificate of title to not more than twenty Natives.

Your Committee, having given its most careful attention and earnest consideration to the reference made to it, has arrived at the conclusion stated below. The Committee believes that its duty under the terms of the reference—namely, to consider “the rights, legal as well as equitable,” of the lessees and the Natives, is to determine what is substantially just to both parties. In that belief the Committee is of opinion,—

That the Public Trustee’s leases were given in good faith and by public tender, under the regulations of 1883, and that the compensation clause to the lessees did not involve any injustice to the Natives interested.

It must also be borne in mind that most of these leases were issued after the Legislature had, in the Acts of 1883 and 1884, given its sanction to compensation for improvements.

The Committee recommends that any doubt as to the validity of the leases ought to be removed by validating the regulations of February, 1883, or otherwise.

The Committee is further of opinion that nothing could be more injudicious in the best interest of the Natives than to remove the administration of these valuable estates from official control, whether of the Public Trustee or of some equally responsible authority.

The Committee has satisfied itself that there is actually sufficient land still available for the occupation of the Natives interested when required.

Your Committee recommends that, in order to satisfy every possible demand for the fullest consideration before rents are reduced in future, no continued or future reductions should be made until a report of the valuations on which such reductions are proposed to be based has been laid before Parliament within ten days of its meeting.

The management by the Public Trustee has been impugned by some of the Natives interested in these reserves which have been leased by him, but your Committee has been unable to discover, from the evidence brought before it, any foundation for this complaint. The officer acting on behalf of the Public Trustee has had a difficult task to perform, and he appears to have acted with zeal and judgment.

The Confirmed Leases.

These originated in leases granted by the Native owners to Europeans. The Act of 1881 and subsequent legislation authorised the confirmation of such leases on report, by any Commissioner appointed, that they were made *bonâ fide*. The leases confirmed under that authority are the subject of this part of your Committee’s report. The Act of 1883 enacted that rents under confirmed leases should be paid to the Public Trustee, and by him distributed to the Natives interested. The Act of 1884 made an extensive change in the position of these leases. It authorised the surrender of confirmed leases, and the granting, in place of them, by the Public Trustee, of new leases, at rents to be computed on the improved value of the land. It is contended that, notwithstanding the use of these words, it was right to amend the provision in the way done by the Act of 1887 (to be presently referred to), and that the provisions of section 8 of the Act of 1884 would apply to the new leases. As a fact, Mr. Mackay, the then Reserves Trustee, at a meeting with a number of the “confirmed lessees” at Patea, on the 9th December, 1884, intimated to them that section 8 of the Act of 1884 would so apply. That section specifies that leases might be made for thirty years, and with covenants and conditions considered fair by the Public Trustee.

It may be mentioned that the Act of 1884, section 7, required the Public Trustee, so far as conveniently might be, to consult and obtain the assistance of one or more Natives best acquainted with the circumstances of any reserve dealt with, and to act as far as possible in accordance with the wishes of Natives interested in any reserves; and in section 13, already referred to, the new leases to be given in exchange for those surrendered, were, besides the provision for the new rental to be on the improved value of the land, to be granted on terms to be agreed upon between the Public Trustee, the Native owners of the land, and the lessees. It is stated that, owing to the number of Natives interested, these provisions must necessarily be inoperative, and there seems sufficient ground for taking that view as correct. The Act of 1887 provided that the new leases to be given in place of the surrendered ones should be at a rental computed not on the “improved value” of the land as by the Act of 1884, but on the value of the land “less the value of any improvements thereon”—that rental to be ascertained by arbitration. The regulations of 1883 made under the Act of 1881, under which it is contended that new leases were to be given in place of those surrendered, provided that the value of the improvements should be secured to the lessee in case at the end of the term he should not be successful in competing for a renewal—in fact, a Glasgow lease

The practical outcome, then, of the legislation and the interpretation given to it may be con-

sidered as a change from leases, given by the Natives and confirmed, by which all improvements would have reverted to the Natives at the end of the term, to leases for thirty years, by which none of the improvements could revert to the Natives, and that not merely for the thirty years, but practically in perpetuity, owing to the Glasgow provision. In short, the interest of the Natives in these estates has been reduced to an annuity computed at intervals of thirty years on the unimproved value of the lands. Some three or four leases appear to have been actually issued in exchange for confirmed leases. The issue of the new leases beyond the few last mentioned was made the subject of litigation, and the Suspension Act of 1889 stayed such proceedings, and arrested the issue of the leases. It may be here mentioned that arbitrations took place, and the leases now suspended have been based, on them. In nearly all cases the existing rentals were reduced, and in some instances the reductions were large. These arbitrations occupied several months, and cost a large amount, partly caused by the service of vast numbers of notices on Natives interested to appear before the Arbitration Courts. The arbitrators acted on regulations made under the Act of 1887, and considered them in the light of instructions for their guidance, and it does not seem that having these regulations given to them for that purpose they could have done otherwise.

The arbitrations appear to have been attended with great expense to the parties, and this circumstance has weighed with your Committee in arriving at the recommendation which it has made. Your Committee sees no reason for interfering with the way in which these expenses have been apportioned and paid—namely, three-fourths by the lessee and one-fourth by the Natives.

Your Committee further recommends that the management of the estates should remain either with the Public Trustee or some equally responsible authority.

Your Committee has taken up this complicated question from the point at which the Suspension Act of last year left it, as the order of reference clearly necessitated. The parties concerned have been represented by counsel, whose addresses, together with a great mass of evidence, accompany this report.

Your Committee conceives it to be its duty to report whether, in its opinion, the leases to be substituted for the confirmed leases are just.

Your Committee has throughout experienced great difficulty in reconciling the legal with the equitable view of the questions submitted for its consideration.

The passing of the Act of 1887, confiscating as it did the improvements which belonged to the Natives, was an injustice to them, whilst, on the other hand, there was evidence produced to show that, in consequence of and relying on that Act, and also of the representations made by Mr. Mackay in 1884, improvements were made by lessees which would not otherwise have been made. Your Committee is satisfied that, to give effect to the awards absolutely, an injustice would be done to the Natives, as the rents fixed for the whole term of thirty years were arrived at on an inequitable basis, but to refuse to give the lessees any redress so as to recoup them for their improvements would be equally inequitable.

Your Committee, therefore, begs to recommend that leases be granted to the lessees of the land held by them on the following terms and conditions:—

1. Term, thirty years from the dates of the awards respectively.
2. The yearly rent for the first fifteen years of the term to be the rents already fixed by the arbitrators; the object being that these rents, which are low, shall, during that period, recoup the lessees for all the improvements to which they may be entitled, either legally or equitably.
3. The yearly rents for the second period of fifteen years of the term to be 5 per cent. on the capital value of the demised land as ascertained by the property-tax valuation taken next before the end of the first fifteen years of the term, such value to include all improvements of every kind, the intention being that, in taking the property-tax valuation as a basis of rental for the last fifteen years, the whole capital value of the land, including all existing improvements and unencumbered and undiminished by any leasehold or other interests, shall be the basis of the rental.
4. At the end of the term, whether by effluxion of time or other sooner determination thereof, all the improvements whatsoever to revert to the lessor without compensation or any right of renewal.
5. All buildings to be kept fully insured by the lessee in the names of the lessor and the lessee, and the moneys, in case of fire, to be expended in rebuilding.
6. All rates, taxes, and other outgoings (except the lessor's property-tax, if any) to be paid by the lessees.
7. All buildings and fences to be kept and left in good repair, and the lease to include usual covenants for leaving the land which has been brought under cultivation in proper condition, and with a due proportion of land left in English grass.
8. The land to be kept free of all gorse, sweetbriar, broom, or other noxious growth.
9. A proviso for re-entry in case of non-payment of rent for thirty days, or on breach of covenant.
10. Your Committee is of opinion that, as a matter of principle, all cases of confirmed leases should be treated alike, whether the new leases have been executed and issued or not. To give effect to the recommendation of your Committee, the leases already executed and issued, the leases agreed to be issued, and all rights existing thereunder respectively must be cancelled by statute.

4th September, 1890.

E. C. J. STEVENS,
Chairman.

MINUTES OF EVIDENCE.

FRIDAY, 11TH JULY, 1890.

Sir ROBERT STOUT attended and stated.

Sir Robert Stout: I appear on behalf of the Natives interested in the reserves set aside in the district generally called the Waimate Plains, which includes most of the Natives from the Waitotara up to Mokoia. Mr. Sinclair appears for the other Natives west of that. In appearing before the Committee the first thing I would say is that I wish it to be understood that personally I have no objection to the constitution of the Committee, but I think it only right to say that it is to be regretted that some of the Natives who have feelings in the matter were not consulted in the selection of the Committee and did not get their desires in the matter. I wish to make that statement so that I shall be understood. I shall give a very brief sketch of the reserves, and how they have been dealt with. It would be unnecessary for me to go fully into the history of the matter, because it has been dealt with at length in the reports of Sir F. D. Bell and Sir William Fox. Shortly put, then, the origin of these reserves was this: In the years 1864 and 1865 Proclamations were issued by the Governor confiscating large portions of land on what is called the west coast of this Island. In the Proclamations, however, special care was taken to state that certain Natives—that is, Natives who remained loyal to the Government—should not have their lands confiscated. Extracts from the Proclamations, and what they meant, appear in the blue-books, G.-2, pages 45 and 46, vol. ii., 1880, of the Appendices. That is the second report issued by Sir William Fox and Sir F. Dillon Bell, and they quote in the blue-book an extract of the Proclamation of Peace and the Proclamation of Confiscation, and show that the effect of these Proclamations of Confiscation and of Peace was broadly this: that the land of the rebels was to be confiscated and that of the loyal Natives was to be preserved to them. They go on to point out that in the tribes that were in rebellion there were hapus and individuals that remained loyal to the Government, and that these had a right to assume that the Confiscation Proclamation of the Government would not, if they remained loyal, apply to them, and that their lands would be preserved to them. Down to 1879 no special land had been selected and set apart for the loyal Natives. Promises had been made that even the rebel Natives might have reserves made to them. These promises had never been fulfilled, although made by successive Governments and Governors. Up to 1879, when the survey on the Waimate Plains was stopped, the promises had never been carried out. In consequence of the proceedings on the Waimate Plains, when the surveyors were stopped by the Natives, the land ploughed, and other trouble took place, the Act of 1879, called “The Confiscated Lands Inquiry and Maori Prisoners’ Trial Act, 1879,” was passed. That Act gave power to appoint Commissioners to inquire into the Native grievances in connection with lands on the west coast of the North Island. Under that Commission, as I have said, Sir William Fox and Sir Dillon Bell were appointed, and they furnished various reports, especially two valuable reports which are to be found in Vol. ii. of Appendices of 1880, to which I have already referred. Reports were subsequently furnished by Sir William Fox, as Sir Dillon Bell was appointed to and assumed the office of Agent-General. Now, after these Commissioners were appointed, notices were issued by Sir William Fox to the Natives; and to one of these notices I wish to call special attention—not that there was anything new in the notice so far as the Natives were concerned, but because it simply reiterated all the promises that had been made to the Natives for more than twenty years past. This notice Sir William Fox, in March, 1881, published in Maori, and sent to all the chiefs and people of the Waimate Plains. That notice appears in G.-5, page 4, Vol. ii. of the Appendices for 1881. I shall quote one passage from it as showing what was the intention of the Commissioners, and also what was the intention of the Government in passing subsequent legislation. Sir William Fox said, “Now, the first thing that I have to do is about the reserves—to ascertain how they should be divided among the different hapus, so that each may know what is its own, and receive its own rents if it leases any of that land. I am now busy getting the names of the people of each hapu, and I have sent surveyors to mark off the shares of each hapu in each reserve. As soon as that is done I will inform the Governor and send in the plans, and he will give a Crown grant to each hapu for its own piece of these reserves. Then that piece will be theirs and their children’s for ever: their names—the names of each of them—will be plain on the Crown grant, and there will be no more disputing about it.” So that the Committee will see that Sir William Fox, by this notice to the Maoris urging them to come in and meet him in order to secure peace on the West Coast, was only repeating what had been laid down by Sir George Grey in the Proclamation of Peace—namely, that the peaceable Natives would get lands for themselves and their children for ever, and should manage them, and get rents, &c. There was set apart by Sir William Fox (here is the plan) what was called a continuous reserve. [Plan produced and explained.] That was his report of 1881. He succeeded—he and Sir Dillon Bell—admirably with the Maoris. He had pacified them, or most of them, and they were able to proceed with their work. Now I come to what was done by Parliament in connection with these reports, and the Committee will see that the practical thing it has to do is to say what legislation shall now be passed to do away with the injustice to the Maoris by the non-carrying-out of the promises and pledges made by the various Parliaments and Governments to them. The next Act that has any reference to them is the Act of 1880, called “The West Coast Settlement (North Island) Act, 1880,” which empowers the Governor to take power to settle their claims; and under it Sir William Fox was appointed to settle the claims and make reserves; which reserves were made in 1881. There was a section in this Act of 1880 which

says,—“ 4. The Governor in Council is hereby empowered to make and set apart reserves for Natives within the confiscated territory, to be inalienable by sale, lease, or other disposition, and to issue Crown grants for the same subject to such terms, conditions, and limitations as he may think fit; also to make and set apart reserves for the benefit of Natives to be alienable, but which shall be disposed of under the authority of an Act of the General Assembly to be hereafter passed for regulating such disposal and otherwise.” The Committee will notice that there was to be an Act passed for the regulation and disposal of the reserves given to the Natives. That Act was passed in 1881, and was called “The West Coast Settlement Reserves Act, 1881.” That Act appointed a Trustee and gave him power to administer the reserves; but no reserves were to be alienated except when the Trustee concurred. An important part of this Act, which now arises, was the power to lease. That is provided for in section 11, and it said that any part of the reserve might be leased on certain conditions, which I shall very briefly refer to. The first is that for agricultural purposes, to any person or persons, for any term not exceeding twenty-one years in possession, subject to such covenants and provisos as shall seem fair and equitable; and for building purposes, for any period not exceeding forty-two years. And this is an important provision: “No person by himself, or by or jointly with any other person on his behalf, shall be allowed to hold of suburban land more than 40 acres, and of rural land more than 640 acres; but any person may occupy together suburban and rural lands not exceeding the maximum area thereof respectively.” There was a limitation of the area which a person could hold, either by himself or with others. Then there were certain provisos in the lease. The first was that every lease should be disposed of by public tender or by auction; that the rent to be reserved should be the best improved rent obtainable at the time; that no fine, premium, or foregift should, in any case, be taken upon any lease; that no person in any way concerned with the administration of the Act should be personally, directly, or indirectly interested in any lease; that every lease should be prepared at the cost of the lessee, to be paid for before any such lease shall be signed by the lessor; and so on. Now, those were the provisions for leasing, shortly told. Agricultural land could be leased for any term not exceeding twenty-one years, no person being allowed to get more than 40 acres of suburban and 640 acres of rural land. There was no provision for renewals, and no provision for paying for improvements. In this Act of 1881, in section 18, there was power given to confirm leases that had been granted by the Maoris prior to the appointment of the Commission or to the passing of “The Confiscated Lands Inquiry and Maori Prisoners’ Trials Act, 1879.” The leases provided to be confirmed by the Act of 1881 were leases that had been made before the Government had set aside the reserves. But these leases could only be confirmed if the Commissioner—who was Sir William Fox—could certify three things: First, that the lease was made *bonâ fide*, and was granted by the persons shown to be entitled to the land described in the lease, or subject to the issue of a Crown grant to the same persons who confirmed the lease; second, that the terms of the lease were fair and equitable to the Natives at the time the lease was granted; and, third, that the conditions of the lease had been duly performed. Now, Sir William Fox reported on a large number of these leases. Some, he reported, should be confirmed, and some, he reported, should not be confirmed. That was all dealt with in the Act of 1881, so far as the confirming of the leases was concerned. The Committee will notice the first limitation—namely, that the person who granted the leases was to show that he was entitled to the land, and was to get the Crown grant. What happened was this: that a great number of people had given a lease over land to which they had no title, and who never got a title. I would point out also that they could confirm a lease under this Act of 1881 though the area exceeded the area that the Natives could lease, because it says that a confirmed lease need not be of the same area as a lease under section 11—that is, that a lease could be confirmed under the Act of 1881, although the Act of 1881 prohibited them granting a new lease of more than 640 acres. It will be noticed, also, that under this Act there was power to make regulations. Regulations were made or purported to be made under this Act of 1881. These regulations were made on the 13th February, 1883, and were published in the *New Zealand Gazette*, Vol. i., page 202, 1883. In these regulations there were certain things that, I submit, the Governor had no power to make, and was not authorised by the Act of 1881 to make. I submit that he had no power to provide for granting valuations for improvements. (See Regulations 30 and 31, *New Zealand Gazette*, Vol. i., 1883, page 202.) That was the provision, and there was a form of lease put in the regulations which has this provision in it: “And it is hereby expressly agreed and declared between and by the said parties hereto that, within three months before the determination of this demise by effluxion of time, all buildings and fixtures, including fencing on the land hereby demised, which shall be deemed to be substantial improvements under the regulations made under the said Act, shall be valued by arbitration in the manner hereinafter mentioned, and a fresh lease of the said land for the same period and on the same conditions as this lease shall be offered for sale by public tender, subject to the payment by the incoming tenant to the lessee of the valuation so to be ascertained as aforesaid; and, in the event of there being no accepted tenderer at the said auction, the lessee shall have the option of accepting a new lease of the said land for the same period and on the same conditions as this lease, at a rental to be fixed by arbitration as hereinafter provided, but in the fixing of which the arbitrators or umpire shall not be entitled to take into consideration the value of the improvements for which the lessee would otherwise have been entitled to payment as aforesaid; and, if the lessee shall decline to accept such new lease, or to execute a counterpart thereof, on the same being tendered to him for the purpose, he shall forfeit all right and title to the value of such improvements as aforesaid.” This was practically providing for perpetual lease, or what is called the “Glasgow lease,” for building-land, because under it the lessee is allowed to get a twenty-one years’ lease continued by putting it up to auction, and if not successful the tenant can get compensation for improvements. There was no power to give this special provision. There was no power given in the statute to give perpetual renewal, and no power whatever for compelling the lessor to pay for improvements.

There are decisions of the Supreme Court to this effect. There is one case, the Otago Harbour Board *v.* Spedding, where it has been laid down that you must follow the express statutory enactment which authorises you to lease. There was the Drill-shed Commissioners' lease to Marshall with the same provision as appears in this draft lease, but the Supreme Court decided that there was no power to give this perpetual renewal for improvements; and the Drill-shed Commissioners Act had more ample words than there are under this Act of 1881. What happened when Parliament validated these leases? A person said, "I repudiate the lease before validation and before the special Act of Parliament was passed, because the Drill-shed Commissioners had no power to grant such a lease." I wish to point out this: Here is a decision of the Supreme Court. If there is any doubt leave it to the Supreme Court—the Maoris do not object. The point is this: Both the Parliament of New Zealand and the Supreme Court have given decisions. Here is "The Drill-shed Commissioners Act, 1885." If you look at this you will see the power of the Commissioners on page 65 of the statute. I do not need to rely on the Supreme Court decision; there is the Parliament's decision. These regulations of 1883 were therefore void and invalid, because there was no power under the Act of 1881 to give what is termed a Glasgow lease or perpetual renewal to leaseholders. I submit that it is not arguable to say the regulations were valid. The next point is what happened in 1884. I am willing, however, to ask this if any doubt be raised regarding my contention. The Committee could get a case stated for the Supreme Court. The Maoris are willing to have that matter tested. The next Act was passed in 1884, called "The West Coast Settlement Reserves Act 1881 Amendment Act, 1884." Well, what happened now was this: nothing turned on the Act of 1883. That Act of 1883 did give power to extend the twenty-one years to thirty years, and also gave power to give valuation for improvements. What next followed was the Act of 1884 which I have mentioned, and in this Act section 8 is the first important one. It said that a lease for agricultural purposes may be extended for thirty years—that is, from twenty-one to thirty years—and that the Governor in Council may, by regulation, "provide what shall be the nature and extent of compensation for improvements, if any, to be granted to the lessees under such leases, and under what conditions and in what manner such compensation may be awarded or withheld." Then it gave power under section 11 to confirm leases; and another important point in this Act was in section 13, which gave this permission: It said that the Trustee may accept from the lessee the surrender of any lease confirmed by the Governor in Council under this Act or any Act, and in lieu of such leases may grant new leases of the land comprised in this surrendered lease, at a rental to be computed on the improved value of such land, on such terms, subject to the said Act and this Act, and to all regulations made thereunder, as may be agreed upon between the Public Trustee, the Native owners of the land, and the lessees. Let me say a word or two before going further about the confirmed leases. A lease to be confirmed had to be a lease made prior to the Act of 1879. You notice this. This subsequent legislation, however, allowed the Governor to confirm leases made subsequent to the Act of 1879, and practically allowed him to confirm leases which Sir William Fox had declared should not be confirmed (see section 11 of the Act of 1884). Suppose a man had a lease confirmed under the Act of 1884, he could say, "I shall confirm this lease and demand a new lease in terms of this Act—that is, allowing compensation for improvements." Under this Act there was no provision for renewal. One important point in the Act of 1884, where the Natives were protected, was that if there were any dealings whatever under that Act the Natives had to be necessary parties. The words are, "agreed upon by the Public Trustee, the Native owners of the land, and the lessees." There was provision for improvements, but no provision for renewal. Nor were the regulations of 1883, expressly or by implication, confirmed—that is, if the regulations were invalid, nothing in this Act confirmed them. What next happened? The next Act was passed in December, 1887—"The West Coast Settlement Reserves Acts Amendment Act, 1887," was passed on the 23rd December, 1887—and this Act made a most important alteration in the law, most detrimental to the Natives, and of which they complain very loudly, and very properly. This was the alteration: Rent in arrear was not to be recovered; it could be stayed. The Public Trustee had no more right to stop accrued rents in the case of the Natives than he had to stop rents for European trusts that he held in his office, and the Public Trustee had no more right to deal with the Native lands than he would have to deal with European lands. And I intend to submit that this Parliament has no more right to interfere with and destroy the value of Native lands than it has to interfere with and destroy the value of lands held by Europeans and moved into the Trustee's office, for, if Parliament is to take power through the Public Trustee's office to cut and carve Native lands, it has also power to cut and carve European lands, and no man would be safe in putting property into the Public Trustee's office at all. If Parliament is to say it can do this with Maori lands, why not apply it to all trusts and corporations in the colony? So far as the Act of 1881 is concerned, there is no recommendation of the Commissioners of which we complain—not a single line. There is actually one lease where the rent is overdue five years, and the Natives have got nothing. If the whole of the land is leased, and they get no rents, how are the Maoris to live? The next point is in section 7 of this Act of 1887, which is a very important alteration of the law. Under section 13 of the Act of 1884, if a confirmed lease and a new lease is granted, the rent had to be computed upon the then value of the land with all its improvements, and the Native owners had to consent. Section 7 of the Act of 1887 sweeps away both of these things. It first provided this: that, on surrender of the land under section 13 of the Act, "a new lease thereunder may be granted to the former lessee, at a rental to be computed on the value of the land comprised in the lease, less the value of any improvements thereon within the meaning of the existing regulations made under the said Act." Section 7 does away with the consent of the Natives, and provides that the rent shall not be calculated on the value of the then existing land with its improvements, but on the value of the land *minus* the improvements, though under the old leases lessees were bound to make improvements. Under this statute of 1887 regulations were made on

the 2nd February, 1888. They appear in the *Government Gazette*, Vol. i., 1888, p. 227. I do not think it necessary to read them. I will show what took place under these. What happened was this: The Natives declined to appoint arbitrators to deal with the confirmed leases; many ought never to have been confirmed: it was a great concession to the lessees to have them confirmed. They were asked by the Trustee, and they all came in and said they wanted the new leases. They asked that the new leases should be sent to arbitration, but the Natives declined to appoint arbitrators, save in one case, and in that one case the arbitrator never consented to the award. What happened to the Natives was simply pure robbery—there is no other word for it. I will give illustrations. The rent under one of the old leases was £60, £80, and up to £100, to be increased every five years. The rent fixed by the arbitrators was £28. Parliament had no business to give improvements and appoint arbitrators. If the rents were too high it should have said, "We will reduce them;" but to make a new lease with perpetual renewal it had no power, and it was simply monstrous. I will give illustrations of the arbitrations. They reduced the rent in the case I have mentioned to £28, and the cost of the arbitration charged against the Natives was £80; so that it cost something like three years' rent to pay the cost of the arbitration. These arbitrators were local men. Mr. Livingstone was one. He was a man who took up a strong position against the Maoris. I believe he was a fair man, but his land had been ploughed by the Natives. But I do not care, if they had appointed a Judge of the Supreme Court as arbitrator, the Natives had no right to have their property submitted to arbitration under the Act of 1887. Many of these Natives had remained loyal to us during the whole of the rebellion; they were promised faithfully that their land should not be touched if they remained loyal to the Queen; they got their land, and then comes in this statute and says, they are bound to take a surrender of their lease, and go to arbitration, and let the arbitrators fix what rent they please. I ask, would Europeans have submitted to this? There are leases all over the colony; and if this law is to be applied to the Maoris, then the Maoris have a right to say it shall apply to the Europeans. They say they are entitled to the same rights as the pakehas. The Natives have a right to say, when leasing European lands, "We shall have the rents reduced, and the terms of the leases altered, simply because we desire it." No Parliament would sanction that, and why should that principle be applied to Maori leases? I will give other examples, from a list which I have in my hand.

THE CONFIRMED LEASES.

ARBITRATORS: Mr. JAMES LIVINGSTON for the Lessors, Mr. R. H. NOLAN for part of the Lessees, and Mr. COWEN for remainder.

Name of Lessee.	Rent under Old Lease.			Rent under New Lease.	Cost of Arbitration.
	£	£	£		
Riddiford, F.	60	80	100	28	80
Wilson, W. and G.	183	262	393	208	77
Hobbs, A. S.	57	71	86	80	53
Johnstone, George	12	15	...	14	49
Pearce, G. V.	42	...	...	18	47
Caverhill, J. S.	127	...	...	92	43
Caverhill, J. S.	150	...	...	125	52
Newland, G. S.	48	54	72	23	63
Lysaght, F. V.	49	...	...	59	52
Lysaght, J. R.	180	205	...	605	179
Lysaght, J. R.	28	38	47	62	52
Symes, W.	83	55	116	73	119
Symes, W. and A.	60	90	...	66	90
Wilson and Frere	40	45	50	42	59
Wilson and Frere	55	...	...	52	56
Wilson and Frere	55	57	80	54	81
McBroom, W. C.	7	10	13	16	41
Riddiford, F.	5	6	8	3	10
Bayly, G. F.	40	...	...	34	48
Nicholson, T. H.	57	85	114	65	137
Ross, J.	225	250	300	252	166
Gower, G.	358	...	...	50	100
Gower, W. and S.	45	...	...	25	56
Gower, W. and S.	44	52	...	39	72
Hutchison, G.	125	150	175	165	134
Wilson, W.	15	20	...	10	54
Turner, H. T.	105	140	...	72	109
Riddiford, F.	72	90	108	81	91
Siggs, J. H.	43	53	64	35	147
Caverhill, J. S.	87	100	...	123	125

Upon this, evidence will be called. The costs of the arbitration heaped up by all these cases were simply monstrous, and if it had been a long equity suit they would not have been so much. The amount paid for arbitration must have exceeded hundreds of pounds. I have here a list of thirty leases coming to £2,442, some of the rents being as low as £14, the highest, £605. I ask the

Committee to notice this. The rent has increased in some instances, but improvements and renewals were provided for. What does the old lease provide? I have one of the old leases—Alfred Gower's. It is one of the confirmed leases, and George Gower is the present holder. It is an ordinary lease, providing that the tenant shall leave the land in English grass. The date of the lease is the 21st August, 1877. The provision is this: He is to keep all the buildings and fences in order, and the land in good substantial condition, &c. There is no provision for valuation of improvements whatever, and it is only for fifteen years. That is by the Natives. That becomes a confirmed lease. It is only for fifteen years, but it is confirmed, and means a perpetual lease with renewal, with improvements up to £5 an acre. The Natives say the Act of 1887 means that the lands promised by Governors, Governments, and Parliament are given back to them by the Commissioners, but Parliament with the other hand has again confiscated them. What we submit is this: The Natives do not wish to disturb the confirmed leases, but they say, "Repeal the Act of 1887. Give no more leases unless we consent. Make that your legislation." Most of the Natives want to get the land back into their own hands. Remove your Public Trustee office from the lands. They say they can lease the land themselves, and collect the rents themselves. They want to get the land subdivided without the interference of the Public Trustee. I am speaking as an advocate. Not speaking as an advocate, I should say keep the Public Trustee in possession; but the people for whom I appear do not agree with me in this respect. I may be unconsciously biased, but looking at the thing fairly—not from the position of an advocate—I should say let the Trustee keep possession. But, I say, let the Act of 1887 be repealed; let new leases be given under the Act of 1881, and with the Natives' consent—that is, let the leases be ordinary agricultural leases, and let the Natives consent to the lease, and be parties to it. Do not interfere with their property, and do not deprive them of it. Some say, "We have no land for ourselves. We have nothing to work upon. We want some back to work ourselves. You have given confirmed leases, and the rents are so small that we cannot pay up the £5 for valuation, and it simply means that this land has passed permanently away from us." They say, "Is this fair? You promised to the Natives in 1865, and Sir William Fox had legislation passed saying, that our land should be reserved to ourselves and our children for ever. You promised this; and then the Act of 1887 comes in and says our land goes back to the European for ever, and will never come to the Maoris; and we shall only get the rents in dribblets, as you please." And that, truly, is treating them exceptionally and breaking faith with them. And yet you say, "We are one people." Justice cannot be done without the repeal of the Act of 1887, which ought never to have been passed. See that their property rights are maintained, because they have a right to argue that, if legislation has sanctioned this mode of dealing with Maori land, the time will come when you must deal with European land in the same way. They would say, "No one will be safe in the Public Trustee's office, because, if the Public Trustee has power to deal with Maori land in this way, he will also deal with European land in a similar way." The Maoris will be called to give evidence of the facts I have mentioned. I would ask the members of the Committee to read through the Acts and see what the legislation is, and to put the question to themselves, would they like their own land to be dealt with in this way. If not, why should the Maoris be treated exceptionally? The awards under the leases have not in every instance been carried out, although the awards have been made. After the awards were published I happened to be in Taranaki, and got a telegram from the Natives, and met them at Patea. They told me their position, and I said, "Well, I cannot promise to interfere until I see whether you have a remedy." I looked through their case and thought they had a legal remedy, and thereupon the Maoris commenced a series of actions against the Public Trustee. The question came before the House, and evidence was taken which I need not refer to. Examination will show it in I.-3A. of the Appendices of 1889.* I may say that I saw the Public Trustee and also the Premier, and they said that sooner than have all this litigation they would let Parliament sift the matter; and it was therefore agreed that "The West Coast Settlement Reserves Acts Amendment Act 1887 Suspension Act, 1889," should be passed, which said that all actions pending should be restrained, and no more leases granted by the Public Trustee under the awards until three months at least after the next session—the present session—of Parliament; so the Maoris come to this Parliament to deal with the matter. It would be better for the Maoris and the lessees also that Parliament should deal with the matter as it was the sole cause of the trouble. I submit to the Committee this: that the Maoris now live near the leaseholders, and, if the way they are dealt with is deemed a precedent, I beg the Committee to remember that the precedent will not end with the Maori lands, because, if Parliament can step in and make extraordinary conditions for lands which belong to the Maori, it can do just the same with lands that belong to the European. Where is the line to be drawn? Therefore, I ask that justice should be done. These confirmed leases are of enormous importance to the lessees.

The Hon. the Chairman.] You do not make any reference to the Act of 1887. It appears to let out the lessees from liability. I wanted to know if you could tell the reason of that. It says that transfer is with the consent of the lessor. He ceases to have any liability?

Sir R. Stout.] It means this: that if a man transfers his lease his liability ceases—that is, the landlord (the Maori) could only look to the assignee. That is unusual. I have only taken up the broad ground. There are many cases I might refer to. I take up this broad view: Here are Maori lands granted by statute and Crown grant, and their land is interfered with in a way that damages them without their consent: if that is done with the Maori you must do the same with the European land. I submit that this is unfair. The leases that are confirmed let them remain confirmed. But now let legislation draw a line: repeal the Act of 1887. There was an Act prepared by Taipua for the other Natives: I can leave it with the Committee. I may say, another Bill, now marked "confidential," was prepared, and I

* Not bound with Appendix of 1889, held over until the next session.

also leave it with the Committee. The Maoris say, "Keep to your lease." They ask Parliament to let them alone. What right had Parliament to pass an Act and say they were to consent to arbitration? If applied to the Maoris it should be applied to the tenants of corporations, the tenants of Church lands, and of the various land companies' lands. Where is the thing to end? Apply it to all persons connected with corporations—to all the leases in Wellington and Dunedin. Some Natives for whom I appear do not agree with what I now urge; but I say it might be better, in order that the land shall not be alienated, that the Public Trustee should still remain; but Mr. Sinclair, and the different Natives who act with him in order to have their reserves preserved, simply ask that the lease passed should be carried out. A lease is confirmed, and then the law steps in and says, "You must surrender this lease, and you must get a lease for thirty years with perpetual renewal." Anything that has been done, and any rights created under it, the Maoris may have to put up with. Here is a lease issued in 1877. This lease was confirmed—that is, this lease was invalid—but an Act was passed providing that if a lease was confirmed it could be confirmed by the Governor. That made it good, although the lease was only for fifteen years. One of the arbitrators was Mr. Livingstone. He is a man who took a strong bias against the Maoris. He is said, whether rightly or wrongly, to have an edge against them. He was an arbitrator for the Government. I know nothing against him. I have heard he is a fair man; but at the same time, looking at the state of his feelings, we complain that he was appointed. We say that no person ought to be appointed arbitrator at all. I say that this perpetual renewal is invalid, because the regulations are invalid. The perpetual renewal applies to all the leases. There are only five or six new cases issued since 1887 owing to the injunctions. I believe the Maoris would allow all the leases under the Act of 1881. They would not allow any of the clauses for perpetual leases to get confirmed. There are confirmed leases before and after 1879. The amending Act of 1884 allowed leases to be confirmed after 1879—up to 1881.

2. *Mr. H. D. Bell.*] Supposing these leases granted under the authority of the statute are good, as allowing compensation for improvements, how do you contend that the renewals are invalid? How is the compensation to be recovered from the Maoris?

Sir R. Stout.] I suppose the European must take that risk in the same way as he would in the case of a European lease.

3. *Mr. H. D. Bell.*] What legislation do you propose?

Sir R. Stout.] I propose no legislation.

4. *Mr. H. D. Bell.*] Then, what are we appearing here for?

Sir R. Stout.] I appear for the Maoris. I suppose you appear for the Europeans. I say you have given the lessees rights that ought never to have been given to them. I have no legislation to propose.

5. *Mr. H. D. Bell.*] I take it that Parliament, by the Acts of 1881 and 1884, authorised the granting of leases with compensation for improvements. The leases have been granted and the lessees have improved their lands. I ask whether you have any suggestion to offer as to the form legislation should take in providing compensation for improvements. The second matter is: How do you suggest the Public Trustee should provide compensation for improvements otherwise than by the Glasgow provision?

Sir R. Stout.] My learned friend entirely misunderstands my position. The point is this: So far as the Glasgow lease is concerned, the Legislature never gave authority, and the Public Trustee had no right to give it. Under the Act of 1881 they had no power to grant valuation for improvements. Admitting, for the sake of argument, that they had let the lessees get the compensation in the same way as from the Europeans, if the Maoris have not got the money to pay, you cannot get it from them. The lessees have no right to go to the Legislature to get it. Supposing you take a promissory note from a man who becomes bankrupt, are you to go to the Legislature for the money? I will meet Mr. Bell in another way. He says the Maoris have agreed with the leaseholder and the Public Trustee to give money for improvements. How are we to get the money for improvements? What has the Legislature to do with that? It has no right to give perpetual renewal. If the lessees have a claim against the Maori for improvements they can proceed in the ordinary way as against the European. They can charge his land and sue him.

6. *Mr. H. D. Bell.*] But what about the inalienability of his land?

Sir R. Stout.] If he has got an inalienable reserve the lessee must put up with it. I say it is monstrous, if we have done an illegal thing in these leases, that the lessee should step in and say, "Give us payment for this illegal thing. Give us a Glasgow lease."

7. *Mr. H. D. Bell.*] I did not say a single word about a Glasgow lease. I say, assuming that the Glasgow lease is invalid?

Sir R. Stout.] So far as the Act of 1881 goes, and the regulations made under it, there was no power—nor under the Act of 1884—to burden the land for improvements, nor yet to give a Glasgow lease.

8. *Mr. H. D. Bell.*] But if there is power to do it? I say, that as you are asking us to repeal legislation, what do you propose with regard to what has been done under the authority of the law?

Sir R. Stout.] I am not aware that there are leases under the Act of 1884. I say that under the Act of 1881 there was no provision for improvements. Mr. Bell replies that under the Act of 1884 there was provision for improvements. I presume he relies on section 8. I reply, as to that, that provision for improvements under section 8 were only to be under the regulations to be made by the Governor. The only Act which gave power to the Governor to allow compensation for improvements was the last half of section 8 of the Act of 1884; and that was to be done by the Governor by regulations. The Governor never made the regulations, and there are none in force allowing compensation for improvements. Section 13 has no reference to the original lease.

Can it be said that an invalid regulation made under the Act of 1881 was made valid by using the words in section 13, "all regulations made thereunder"? I should say certainly not. Besides, no new lease in exchange for a confirmed lease could be given under section 13 of the 1884 Act without the Native owners' consent, and no such consent was ever given to any new lease in lieu of a confirmed lease.

The Hon. Sir R. STOUT, K.C.M.G., to the Hon. CHAIRMAN of the JOINT COMMITTEE on the WEST COAST LEASES.

SIR,—

Wellington, 14th July, 1890.

In looking over my remarks on behalf of the Natives, there are one or two points that I feel I have not clearly brought out. With permission of the Committee I desire to supplement my remarks so that my contention may be made clear.

1. The first question which deserves consideration is, Have any vested rights to improvements been conferred on the lessees?

There are two classes of leases.

(a.) New or original leases.

So far as these are concerned, there was no power expressly given by the 1881 Act to allow for improvements. The words relied on in section 11, subsection (1)—namely, "subject to such covenants and provisos as shall seem fair and equitable"—do not confer a power to provide for paying for improvements; and if the regulations of 1883 are relied on they are clearly invalid so far as any such power is concerned.

If the 1884 Act is relied on, section 8, second paragraph, will be cited. Then the reply is obvious. *No regulations have been made under that section providing for improvements*, and I am informed no leases under that section 8 have been issued.

It is clear, then, that no lessees can have relied on any Act or clause save the regulations of 1883, and they are invalid and *ultra vires*, and surely the Natives ought not to be bound by them.

(b.) There is then the position of the confirmed leases, and the lessees holding thereunder.

Now, as to that, I understand reliance is put on the 13th section of the 1884 Act, and on that alone—at least, up to the 1887 Act. It is true that the section referred to regulations that allowed compensation for improvements, but it did not validate them. Even if it did, this provision could only be inserted in a lease if "*the Native owners of the land*" consented. None consented, so that the lessees holding land under the confirmed leases had no right or title to any compensation for improvements unless they got such under the Act of 1887. But, as only five or six leases have been issued under the Act of 1887, and none under the Act of 1884, it is clear no vested rights have been created, save as to the five or six leases mentioned, entitling the lessees of the confirmed leases to compensation for improvements. And no improvements can, of course, have been made relying on such a condition, as no leases have been executed with such a clause in them.

(2.) Another question raised by Mr. Bell was that the Stout-Vogel Government introduced in the first session of 1887 a Bill similar in its terms to the Act passed in the second session of 1887.

I have, since I addressed the Committee, seen the Bill introduced by Mr. Ballance in 1887, and I find it bears no resemblance even to the Act passed in 1887. If it had, of course that is no answer to the Natives' complaint. The Natives have a right to complain of injury done, whoever did it. I find that under Mr. Ballance's Bill the rent had to be calculated in the new lease on the value of the land, including improvements, "less the value of a substantial dwelling-house or permanent farm-buildings." So that fencing, agricultural improvements, &c., were deemed to belong to the Native owners. The Bill was largely altered in Committee, but, even as altered, this provision was retained. It will also be observed that the alterations made were opposed by some of the Stout-Vogel Ministry.

It is clear, if the Bill, as introduced and as amended, be referred to, and be compared with the Act of 1887, that concessions were granted by the Act of 1887 far beyond what was ever asked by the advocates of the lessees in the first session of 1887.

And, as the Natives object to the legislation of 1887, I submit they have a right to seek the protection of Parliament and to have the 1887 Act repealed.

I have, &c.,

ROBERT STOUT.

WEST COAST SETTLEMENT RESERVES.

STATEMENT showing comparatively the ORIGINAL RENTS of the several surrendered CONFIRMED LEASES on which Arbitrations have been held, with the FRESH RENTS that have been awarded thereon.

No. of Lease.	No. of Grant.	Reserve or Block.	Lessee.	Date of Lease.	Term.	Date of Expiry.	Area.		Original Rents before Surrender.					Rents fixed by Arbitration.		Difference.		Cost of Arbitration.
							Original.	Revised.	First Period.	Second Period.	Third Period.	Yearly Average.	Uniform Yearly.	Per Acre.	Uniform Yearly.	Per Acre.	Increase per Acre.		Decrease per Acre.
2	3953	Whareora	Riddiford, F.	Oct. 3, 1876	21 Years.	Oct. 3, 1897	Acres.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
3	3958	"	Wilson, W. and G.	Nov. 4, 1878	13	Jan. 24, 1892	387	60 0 0	80 0 0	100 0 0	0 0 0	80 0 0	28 13 0	0 1 6	2 8	2 8	80 0 0	
4	3778	Mokoia	Lysaght, J. R.	Aug. 9, 1877	15	June 9, 1892	525	183 15 0	262 10 0	393 15 0	0 280 0 0	208 6 9	7 11	0 5	2 9	77 3 0		
5	3952	Whareora	Hobbs, A. S.	Aug. 17, 1877	15	Aug. 17, 1892	740	185 0 0	5 6 4 7	0 7	0 5	125 5 3		
7	3778	Mokoia	Hobbs, A. S.	Aug. 17, 1877	15	Aug. 17, 1892	296	57 7 0	71 13 9	86 0 6	71 13 9	80 12 1	5 7	0 7	53 18 3			
8	3778	Mokoia	Hobbs, A. S.	Aug. 17, 1877	15	Aug. 17, 1892	296	57 7 0	71 13 9	86 0 6	71 13 9	80 12 1	5 7	0 7	53 18 3			
9	3778	Mokoia	Hobbs, A. S.	Aug. 17, 1877	15	Aug. 17, 1892	296	57 7 0	71 13 9	86 0 6	71 13 9	80 12 1	5 7	0 7	53 18 3			
10	3778	Mokoia	Hobbs, A. S.	Aug. 17, 1877	15	Aug. 17, 1892	296	57 7 0	71 13 9	86 0 6	71 13 9	80 12 1	5 7	0 7	53 18 3			
11	3778	Mokoia	Hobbs, A. S.	Aug. 17, 1877	15	Aug. 17, 1892	296	57 7 0	71 13 9	86 0 6	71 13 9	80 12 1	5 7	0 7	53 18 3			
12	3778	Mokoia	Hobbs, A. S.	Aug. 17, 1877	15	Aug. 17, 1892	296	57 7 0	71 13 9	86 0 6	71 13 9	80 12 1	5 7	0 7	53 18 3			
13	3778	Mokoia	Hobbs, A. S.	Aug. 17, 1877	15	Aug. 17, 1892	296	57 7 0	71 13 9	86 0 6	71 13 9	80 12 1	5 7	0 7	53 18 3			
14	3778	Mokoia	Hobbs, A. S.	Aug. 17, 1877	15	Aug. 17, 1892	296	57 7 0	71 13 9	86 0 6	71 13 9	80 12 1	5 7	0 7	53 18 3			
15	3778	Mokoia	Hobbs, A. S.	Aug. 17, 1877	15	Aug. 17, 1892	296	57 7 0	71 13 9	86 0 6	71 13 9	80 12 1	5 7	0 7	53 18 3			
16	3730	Putahi	Symes, W.	Oct. 14, 1874	15	Oct. 14, 1889	467	88 9 6	95 8 0	116 17 0	98 11 6	73 1 6	3 0	1 2	119 10 5			
17	6828	Part of Oika	Symes, W. and A.	May 22, 1879	15	July 19, 1893	256	60 0 0	90 0 0	0 0 0	75 0 0	66 12 6	5 2	0 8	90 12 5			
18	6760	Okotaku	Wilson, P., Frere, T.	June 8, 1875	14	Jan. 1, 1889	406	40 0 0	45 0 0	50 0 0	45 0 0	42 6 4	2 1	0 1	59 17 0			
19	6761	"	Wilson, P., Frere, T.	June 8, 1875	14	Mar. 2, 1889	405	..	..	..	55 0 0	52 11 4	2 7	0 1	56 17 0
20	6819	"	Wilson, P., Frere, T.	Oct. 29, 1879	21	Oct. 29, 1890	505	55 0 0	55 0 0	80 0 0	63 6 8	54 8 1	2 2	0 4	81 17 0			
21	6754	Te Hapua, Okotaku	McBroom, W.	Oct. 14, 1874	20	Oct. 14, 1894	52	7 18 10	10 11 9	13 4 8	10 11 9	16 17 9	6 6	2 5	41 12 0			
22	3952	Part of Whareora	Buchanan, D.	May 13, 1877	15	May 30, 1892	501	125 5 0	125 5 0	137 15 6	129 8 6	98 5 9	3 11	1 3	78 0 0			
23	3952	"	Buchanan, D.	July 13, 1877	15	July 13, 1892	194	48 12 6	53 9 9	..	51 1 1	27 11 9	2 10	2 5	41 0 0			
24	3954	"	Riddiford, F.	Mar. 26, 1877	21	Mar. 26, 1898	515	77 5 0	103 0 0	138 15 0	103 0 0	46 16 4	1 10	2 2	115 5 0			
25	3953	"	Riddiford, F.	July 7, 1877	21	July 7, 1898	34	5 2 4	6 16 5	8 15 7	6 16 5	3 8 0	2 0	2 0	10 0 0			
26	3953	"	Davidson, J.	July 27, 1877	17	July 27, 1894	486	121 10 0	145 16 0	194 8 0	
27	3953	"	Davidson, J.	July 15, 1879	21	July 15, 1900	198	29 14 0	44 11 0	
28	3953	"	Riddiford, F.	May 1, 1879	21	May 1, 1900	273	13 14 0	27 8 0	41 2 0	27 8 0	13 13 9	1 0	1 0	20 0 0			
29	4087	Pahitere, Oakura	White, Charles	Sept. 14, 1876	28
30	3952	Part of Whareora	Lysaght, F. V.	April 8, 1878	15	April 8, 1893	205	50 0 0	60 0 0	70 0 0	60 0 0	52 5 4	5 3	0 7	51 1 4			
31	3952	"	Lysaght, F. V.	May 16, 1879	21	Dec. 12, 1897	800	200 0 0	220 0 0	240 0 0	220 0 0	174 6 1	4 8	0 10	122 0 6			
32	3953	"	Law, R.	May 1, 1876	14	May 1, 1890	356	35 12 0	43 8 0	71 4 0	63 4 0	64 0 4	3 7	0 3	74 4 10			
33	3777	Part of Taunaha	Gallagher, E.	Sept. 11, 1876	15	Sept. 6, 1891	232	46 8 0	58 0 0	69 12 0
34	5281	Part of Manutahi (Lepperton)	Hall, George	Aug. 25, 1874	15	April 4, 1889	15	2 5 0	3 0 0	3 15 0
36	3724	Okotari	Bayly, G. J.	June 20, 1876	14	Feb. 24, 1890	319	..	..	..	..	40 0 0	2 6	0 5	48 8 3
37	3729	"	Bayly, G. J.	June 20, 1876	14	Feb. 24, 1890	319	..	..	..	..	40 0 0	2 6	0 5	48 8 3

38	7083	Part of Waitotara	Verry, John ..	Jan. 12, 1876	21	Jan. 1, 1897	500	..	42 15 0 64 3 0 85 10 0	..	..	..	..	..	..	..	..	..
39	7088	Wairoa ..	Nicholson, T. H.	Jan. 12, 1876	21	Jan. 3, 1897	672	..	57 6 0 85 18 0 114 11 0 85 18 0	..	..	..	..	..	..	..	..	..
40	7097	Part of Waitotara	..	..	..	Dec. 1, 1895	1,000	..	225 0 0 250 0 0 800 0 0 250 0 0	..	..	..	..	..	..	..	..	..
41	3791	Wairoa ..	Ross, John ..	Dec. 3, 1880	15	Aug. 31, 1892	594	..	148 10 0 193 1 0 252 9 0 193 1 0	..	..	..	..	..	..	..	..	..
42	3787	Matukuroa ..	Gower, George ..	Aug. 31, 1877	15	Aug. 31, 1892	376	..	94 0 0 122 5 0 159 17 6 122 5 0	..	..	..	..	..	..	..	..	..
43	3780	Patahi ..	Gower, George ..	Aug. 31, 1877	15	Mar. 4, 1891	75	..	..	..	45 0 0 12 0	25 19 3 6 11	..	..	..	..	..	..
44	3790	Part of Otautu ..	Gower, W. and S.	Feb. 23, 1877	14	Oct. 1, 1891	165	..	44 1 0 52 0 0	..	48 0 6	39 17 6 4 10	..	..	..	..	..	..
45	6821	" ..	Gower, W. and S.	Oct. 1, 1877	14	June 4, 1902	997	..	125 0 0 150 0 0 175 0 0 150 0 0	..	..	..	..	..	..	..	..	..
46	6763	Okotuku ..	Hutchison, George ..	June 4, 1881	21	Jan. 1, 1892	700	682	105 0 0 140 0 0	..	122 10 0	72 19 10 2 2	..	..	..	..	..	..
47	3776	Part of Ototoia ..	Turner, H. F. ..	Jan. 17, 1876	16	April 27, 1899	532	..	15 0 0 20 0 0	..	17 10 0	10 4 0 0 5	..	..	..	..	..	..
48	6824	Te Oho ..	Wilson, William ..	Aug. 20, 1881	21	Sept. 10, 1902	726	..	72 12 0 90 15 0 108 18 0 90 15 0	..	..	..	..	..	..	..	..	..
49	3954	Part of Whareroa ..	Riddiford, F. ..	Sept. 10, 1881	21	Sept. 21, 1901	949	..	94 19 0 118 13 9 142 8 6 118 13 9	..	..	..	..	..	..	..	..	..
50	3952	" ..	Buchanan, D. ..	Sept. 21, 1880	21	Dec. 4, 1895	430	440	43 0 0 53 15 0 64 10 0 53 15 0	..	..	..	..	..	..	..	..	..
51	3954	" ..	Siggs, J. H. ..	Dec. 4, 1880	15	Sept. 28, 1895	112	111	33 12 0 39 4 0 44 16 0 39 4 0	..	..	..	..	..	..	..	..	..
52	3781	Part of Tirotiroano ..	Douglas, William ..	Sept. 28, 1880	15	Nov. 3, 1895	30	..	9 0 0 10 10 0 12 0 0 10 10 0	..	..	..	..	..	..	..	..	..
53	3953	Part of Whareroa ..	Copeland, J. ..	Nov. 3, 1880	15	Oct. 13, 1901	47	..	9 8 0 11 15 9 14 2 0 11 15 3	..	..	..	..	..	..	..	..	..
54	3952	" ..	Lysaght, F. V. ..	Oct. 13, 1880	21	July 19, 1897	500	..	3 17 3 3 5 0	..	4 10 1	4 4 2 0 9	..	..	..	..	..	..
55	3777	" ..	Riddiford, F. ..	Nov. 15, 1880	..	July 19, 1880	500	..	87 10 0 100 0 0	..	93 15 0	123 13 0 4 11	..	..	..	..	..	..
55	3777	Part of Taumaka ..	Caverhill, J. S. ..	July 19, 1880	21	..	500	..	..	..	..	..	..	..	..	..	..	..

* Fourth, \$80.
 † Fifth, \$106 1/2.

NOTE.—The Arbitrators have decided in every case that the lessee shall pay three-fourths of the costs of arbitration, and the Native owners the remaining one-fourth.

FRIDAY, 11TH JULY, 1890.—(HON. MR. STEVENS, Chairman.)

Mr. Sinclair made the following statement: I appear on behalf of the petitioners, signing as Te Whareaetu and 360 others, to the Legislative Council; also for the petitioners to the House of Representatives signing as Te Whareaetu and 505 others, consisting of the Natives from Mokoia northwards, including Parihaka and the whole of the West Coast Settlement Reserves District, from Mokoia to Pukearuhe or White Cliffs, north of Waitara. One of the chief points in our petition of which we complain is that of the administration of the Public Trustee, and we ask that the reserves be taken out of his hands, on the ground that we are able to manage the reserves ourselves a great deal better than the Public Trustee can do so for us. In support of this petition, we shall produce leases similar to those produced by Sir Robert Stout. The greater number of the confirmed leases are of a similar nature, and we contend that they will go far to prove that we can manage the leases much better than the Arbitration Court and the Public Trustee. By the Act of 1884, section 7, I think the Trustee is required in all dealings to consult the wishes of the Natives, and to act accordingly. The Act says, "It shall be the duty of the West Coast Settlement Reserves Trustee, so far as conveniently may be, in the exercise of the powers given him under the said Act, to consult and obtain the assistance of some Native or Natives who shall be best acquainted with the circumstances of any reserve which is being dealt with, and to act as far as possible in accordance with the wishes of the Natives interested in such reserve." And I intend to lead evidence to show that, in the only cases in which the Reserves Trustee has carried out his instructions, he has taken a hostile Native to represent the Natives in these particular reserves. The Native I refer to was Te Kahau, a Native of Taranaki, who was always hostile to the particular hapu in question. We complain that it was quite wrong of the Reserves Trustee to take this man as his adviser. He should have taken a leading man of the hapu interested in the reserve. There are many instances of this kind, which, unfortunately, I am not able to bring forward, owing to the Natives being in an impecunious state and not able to come down from Taranaki. I therefore cannot say with any certainty as to the amount of evidence which I can bring before this Committee. The section just quoted clearly means that the Public Trustee was to do as any other trustee would do, that is, to carry out the wishes of the Natives, and not to act against the wishes of the Natives. In some cases he ascertained the wishes of the Natives, but simply ignored them, and has gone on in exact opposition to them. Sir Robert Stout has already spoken fully as to why the Natives were compelled to take steps to oppose the renewal of confirmed leases against their will. Our Natives have a further grievance, viz.: After the passing of the Confiscated Lands Inquiry and Maori Prisoners Trial Act it was made absolutely illegal for a European to obtain leases from the Natives. Notwithstanding the provisions of this Act, some twenty or thirty leases have been made after the passing of that Act, and were therefore illegal and void. Sir William Fox, in his report, A.-5A, 1884, 2nd June, page 2, says: "There was one class, however, which I had no power to recommend for confirmation, namely, such as had been entered into subsequently to the passing of 'The Confiscated Lands Inquiry and Maori Prisoners Trials Act, 1879,' shortly after which date the Commissioners of 1880 commenced their labours. These were, I think, very properly excluded by the terms of 'The West Coast Settlement Act, 1881;' for it was known from the first of those dates, and to nobody better than the West Coast settlers, that Parliament had given special powers to the Governor to investigate and remove the very serious complications affecting the confiscated lands on that coast. It was evident to every one from that date that any further unauthorised dealings with the lands in question must tend to increase the complications and to render their solution more difficult. It was clearly the duty of every one to abstain from such transactions, and most of the settlers did so, and, though several were very desirous of increasing their holdings or getting terms extended, they very properly refrained. In one instance, a gentleman who had actually got an arrangement in writing entered into with the Natives for the extension of a very valuable lease, on receiving a hint from the Government that such a transaction might complicate matters, tore up the document. Some persons, however, did, after the period specified by the Act, enter into new leases, or got extended terms of leases previously granted, and asked me to recommend them for confirmation. Of course I declined, both because the Act prohibited me, and because I did not consider that upon equitable grounds they had any right to ask it. I have been informed by one of them that a petition to Parliament is in course of signature asking that the restriction of the Act of 1881 may be repealed and their leases or agreements rendered confirmable by your Excellency. I think it my duty to express a hope that, if only in justice to those whose loyalty prevented them engaging in such transactions, the law will not be relaxed in favour of those whose self-interest led them to disregard such a motive. They appear to me to have no claim whatever to any equitable consideration, and it seems that it would be a bad precedent to grant it." He was prohibited by statute from doing so, the leases being absolutely illegal; also that the European had no right to ask it, on equitable and other grounds. The list of leases he refused to confirm are given on page 13 of the same report, A.-5A, of 1884. That report sets forth some twenty-one leases which Sir William Fox says were illegal, and he had no power to recommend that they should be confirmed. I shall have to deal specially with several of these leases. These leases, despite Sir William Fox's recommendation, were confirmed. One reason why Sir William Fox would not recommend some of the leases for confirmation was this, that certain Natives who had no right, title, or interest in the reserves, and who were not in the grant, had granted leases in the Tirotiromoana and other reserves. I believe it is so in the case of six leases. However, the Natives will be able to inform us of the facts, in some cases, that the lease was granted by the principal man of the tribe, but not of the particular hapu; in one instance the lease was granted by Honi Pihama. I am confident that these Natives had no right to grant the leases, because, in the case mentioned, if these three persons grant a lease and it is confirmed it binds the 260 Natives in that reserve. It is a most unjust thing to do, but nevertheless it has been done. Now, the Act of 1884 says, so far as I remember, that these leases may be confirmed

on the Reserves Trustee ascertaining that the Natives signing the leases are the principal owners, or persons accustomed to conduct the affairs of the Natives in that special reserve. Now, these leases have been granted by Natives who have no right in the reserve at all, and then confirmed; and, in the case of Honi Pihama, I know from personal conversation with the Natives that he did so in order to exert his mana over a piece of land he had no right to. He really did it as a hostile Native to the Natives who own the land. There will be other instances which will be put before you to show that many of the confirmed leases, one especially which Sir William Fox recommended should not be confirmed, were confirmed, and that they were very inequitable to the Natives, and also to the Europeans, who had no right that they should be confirmed. Now, by the Act of 1884, sections 11 and 12, very wide authority was given to confirm these illegal leases. Mr. Thomas Mackay was sent up to make inquiries, but I believe very little inquiry was made, as to the rank of the Maoris who executed these leases. In fact, they were confirmed to order; that is the Natives' version of it. I would further ask attention to the special evidence I intend to lead to two special leases, produced, which are almost identical with the leases produced by Sir Robert Stout. I produce these two leases specially, as they point specially to the gentleman who is really chairman of the lessees, and for whom my friend Mr. Bell acts—Mr. Lysaght—the Rua-te-moko and Okahu leases. Rua-te-moko contains 500 acres. It was leased to John Scot Caverhill in 1887. He was the gentleman specially provided for by the Act of 1887. The rent for this Rua-te-moko lease was £125 a year. It was given by the Natives, and the lease provides against waste. It protects the Native lessors in many ways, and provides that all improvements shall be their property at the expiry of the lease. The rent of this reserve was not unfairly high, as the cultivations, when handed over by the Natives to Caverhill, represented large areas of cocksfoot, from which were derived considerable revenue. They handed over the land in a good state of cultivation, and were to receive the benefit of all improvements at the end of the lease. This lease was duly confirmed, and we now ask that the lease be upheld and respected. This is one of the cases in which the Natives attended the Arbitration Court, and I propose to call Major Kemp to show what occurred at that arbitration. He described it as, "He mahi tinihanga, he mahi kohuru tenei, ki te iwi Maori;" that is, It was an act of extreme treachery, and an act of murder or plunder of the Natives; and he further said that he would have nothing to do with it. Now, when Major Kemp disagreed with the arbitration award, the umpire gave his award. This was a Mr. Livingston, a gentleman who was considered a fair man in other matters, but he was naturally biassed, as the ploughing disturbance occurred on his land. We ask that Mr. Caverhill's lease may be maintained, and that in similar cases where they are our own leases they shall be respected, but that the arbitration award shall be done away with. I understand from the Natives that it is this very Rua-te-moko lease that was sold for a very large sum, stated in the evidence given last year before the Native Affairs Committee to be £2,500, £1,500, or £1,200. I do not know which is correct, but I shall endeavour to ascertain when leading evidence on that point. I intend to show that the improvements were made before the Natives signed the confirmed leases in June, 1879, and that these improvements were effected on the land by the Natives, and that they derived great incomes from the cocksfoot, which they sold. I can give the evidence of one Native who got £100 for his own share of the grass-seed. It will be seen also that the improvements were of considerable value before Mr. Caverhill got the lease. The rent was 8s. an acre for the first five years, 8s. 6d. for the next five, and 11s. for the balance of the term—that is, say, £84 for the first term, and £106 for the final term. In these leases the tenant specially covenanted not to impoverish or exhaust the land, the whole was to be properly fenced, and at least two-thirds was to be laid down in good English grass, and returned to the Natives in good order on expiry of the term created by the lease. That lease was drawn up by Mr. J. B. Roy, the Natives' solicitor, and, from what I can gather, the majority of leases are modeled or copied from the draft of this lease. The Public Trustee will know; and I ask that the Committee will have these leases produced. There can be no better evidence of what I state than the deeds, and I think if the Public Trustee produces them that the Committee can see for themselves that what I have just stated as to conditions in the majority of the leases is absolutely correct, and that there is no provision for renewal in them.

9. *Mr. Stewart.*] What class of lease do you wish us to deal with—one common lease to be applied to all?

Mr. Sinclair.] I merely want to show from a limited amount of evidence what these leases are. We will then take the evidence of the Public Trustee, who has issued leases exactly similar in terms to the other leases issued by him by way of renewal of confirmed leases. I think they are quite identical, and have been drawn up by one man from one draft. Our object in doing so is to show that in these confirmed leases we were to obtain advantages; but the Legislature has stepped in and taken away these advantages, and given them to the lessees. What we ask is that we shall be put in our original position after the land was awarded to us. We ask for no new thing, but that the rights we have been robbed of shall be returned. In the case of the Rua-te-moko Reserve—as in cases referred to by Sir Robert Stout, who has already pointed it out—the rent under the old lease, with all the improvements belonging to the Natives, was £125 a year for twenty-one years. Under the new lease it is £125 for thirty years, with the usual condition for right of renewal and compensation for improvements. This means that the land is a second time confiscated from the Natives, and handed over to the tender mercies of the lessees. There are other reserves with different rents. I think perhaps this return is fairly reliable, and might be of use to the Committee. I believe the shillings and pence are left out. It came into my hands anonymously. I believe it was sent to both Houses last session. It is as follows:—

THE CONFIRMED LEASES.—Arbitrators: Mr. James Livingston, for the lessors; Mr. R. H. Nolan, for part of the lessees; and Mr. W. Cowern, for remainder.

Name of Lessee.	Rent under Old Lease.			Rent under New.	Cost of Arbitration.	Name of Lessee.	Rent under Old Lease.			Rent under New.	Cost of Arbitration.
	£	£	£				£	£	£		
Riddiford, F. ..	60	80	100	28	80	Wilson and Frere ..	55	57	80	54	81
Wilson, W. and G. ..	183	262	398	208	77	McBroom, W. C. ..	7	10	13	16	41
Hobbs, A. S. ..	57	71	86	80	53	Riddiford, F. ..	5	6	8	3	10
Johnstone, Geo. ..	12	15	..	14	49	Bayly, G. F. ..	40	..	..	34	48
Pearce, G. V. ..	42	..	..	18	47	Nicholson, T. H. ..	57	85	114	65	137
Caverhill, J. S. ..	127	..	..	92	43	Ross, J. ..	225	250	300	252	166
Caverhill, J. S. ..	150	..	..	125	52	Gower, G. ..	358	..	..	50	100
Newland, G. S. ..	48	54	72	23	63	Gower, W. and S. ..	45	..	..	25	56
Lysaght, F. V. ..	49	..	..	59	52	Gower, W. and S. ..	44	52	..	39	72
Lysaght, J. R. ..	180	205	..	605	179	Hutchison, G. ..	125	150	175	165	134
Lysaght, J. R. ..	28	38	47	62	52	Wilson, W. ..	15	20	..	10	54
Symes, W. ..	83	55	116	73	119	Turner, H. T. ..	105	140	..	72	109
Symes, W. and A. ..	60	90	..	66	90	Riddiford, F. ..	72	90	108	81	91
Wilson and Frere ..	40	45	50	42	59	Siggs, J. H. ..	43	53	64	35	147
Wilson and Frere ..	55	..	..	52	56	Caverhill, J. S. ..	87	100	..	123	125

Note.—Shillings and pence have been omitted. Where different sums are mentioned, it indicates that the rent under the old leases was raised at the end of certain terms. The new leases are for thirty years, with one fixed rent. It will be seen that in many cases the cost of arbitration is out of all proportion to the amount of the rent, and that as a rule the new rent has been fixed at a much less amount than the old. Improvements are sold to the lessee at the end of the term.

10. *Mr. Stewart.*] Do you dispute that the Public Trustee has any right to grant these new leases, and contend that it was inequitable for the Legislature to sanction them?

Mr. Sinclair.] We dispute that it was equitable for the Legislature to sanction them, and also claim that the Public Trustee, or rather the Arbitration Court, has gone beyond what it had power to do. We say that the regulations on which it acted are *ultra vires*. Sir Robert Stout has already told you that there was no power to grant compensation for improvements, or right of renewal, as contained in the leases. The conditions of the grants upon which we received the land can be verified by copies from the Public Trustees. These conditions say that the land shall be held by the Natives, with provisoes that it shall not be leased for a longer period than twenty-one years. I believe the original leases issued by the Public Trustee were for twenty-one years, and stated that at the end of the twenty-one years the land should be returned to the Natives, with the improvements. Now, my Natives authorise me to say that they wish to abide by the terms of these original leases. What the Natives say is this: We wish the original leases to run for twenty-one years, and at the end of that time have the right of granting a renewal or obtaining possession of the land for our own support, with no compensation; also that no leases shall be extended to thirty years. With the two exceptions of Rua-te-moko and Okahu, the original leases lie from White Cliffs to the north of Waitara, the land above Mount Egmont and the Waingongoro River. From the Waingongoro River to Waitotara we come to the district of the confirmed leases, with a few exceptions. We also intend to support by evidence our statement in the petition that the Public Trustee does not manage the land in conformity with our wishes, but to our detriment. We also say he has reduced the rents of leases issued by him—that is, original leases—on an average by 50 per cent., and in some cases a little more. Last session, I believe, a return was called for in which the reduced rents are given. I do not remember what they are, but I would like that return to be produced before the Committee, showing the prices and the amounts knocked off each of these leases. There are some 160 of them, I think. In every case the rent is reduced for five years. Now, we maintain that the reduction was absolutely unauthorised by Parliament. Demands have been made in Parliament, but have not succeeded, to get authority for the Public Trustee to reduce these rents; so, by some means or other, the Public Trustee has done so by the authority of the Board of Management.

11. *Mr. Wilson.*] Power is given in the regulations?

Mr. Sinclair.] But not in any Act, and, if regulations exceed the power given by the Act, my learned friend does not need me to advise him that such regulations are *ultra vires*. When the matter was discussed, Sir Julius Vogel said, in answer to Mr. Samuel (you will find it in *Hansard*, No. 12, session 1887, page 891), "The Public Trustee simply had no power to reduce these rents, and that if he did reduce them he would be personally liable; and if the Government authorised him to reduce them, then the Government would be liable to the Natives for the reduction of the rents."

12. *Hon. the Chairman.*] When were the rents first reduced, since or before the Act of 1884?

Mr. Wilson.] In 1887. Not until after the regulations of 1887 giving provisions framed for that purpose.

Mr. Sinclair.] The regulations are *ultra vires*, because the statute does not give the power. Another point, is that we shall show that in many instances the rent is very much in arrear, and that no steps have been taken to collect the rents. I believe in one or two cases which have come under my notice the rent is two or three years in arrear. There is power in the regulations, on declaration, to postpone the payment of the rent, but there is no power in the Act to remit rent. In reply to Mr. Monk last session, the Premier said the Public Trustee had reduced these rents by the authority of the Board of Management,—possibly by Order in Council, under his powers of management contained in the Act of 1884. So far as I can remember, that was stated by the Premier in reply to a question put by Mr. Monk. Now, I am perfectly safe in stating that the powers of management contained in the Act of 1884 did not confer on the Public Trustee that right of reducing the rents. If he had that right it would be stated. Therefore I maintain, and rightly too, that he had not that power. The Public Trustee has reduced rents for five years

without the authority of Parliament, and that, we maintain, is a good reason why the management should be taken out of his hands and given into the charge of the Natives. I do not know whether I shall be able to get some of the Native witnesses down to prove these points. I may have to ask that some assistance shall be given to them, because, owing to their not getting the rents, they have no funds to enable them to come down and give evidence before the Committee. I do not know how many witnesses we can get down. I shall be able to show that the Reserves Trustee, under his power of subdividing and ascertaining the shares, has acted in direct opposition to the wishes of the Natives in the hapus, and they ask for a more satisfactory state of affairs. I also intend to show that a large number of these Natives have absolutely no land to cultivate for their support. So far as the practical figures are concerned, I believe that the Native grantees of the whole district have something like forty acres each—thirty-nine acres, I believe. I intend to ask that the evidence of Tairoroma and others before the Native Affairs Committee of the House last session be put in. Another point is that there are a number of Natives who have been left out of the grant altogether, who are dependent on their relatives and friends; so that, although it may appear that there are thirty-nine acres a man, 25 per cent. is leased to Europeans, leaving what some would consider an ample supply, and in many cases, though some may have more than they require, others have not, owing to their relatives and friends who are not in the grant being dependent on them. There are something like sixty in one case depending on about five acres of land for cultivation, and they are almost in a state of absolute pauperism.

13. *Mr. Stewart.*] What do you propose?

Mr. Sinclair.] We ask that further reserves be made, or, if that is not practicable, that a certain portion of the land leased be taken from the lessees, under the Public Works Act, and restored to the men who have no land, so that others shall not have half a dozen dependent on them. The Public Trustee, in apportioning the shares, has not been impartial. In one case a half-caste in the South Island has something like 70 acres. I was personally present at a Subdivision Court when Judge Puckey was unable to ascertain in a single instance how the shares could be subdivided, and he ruled that he could not accept the evidence, and he recommended that special legislation be passed giving the Native Land Court power to deal with the lands and have a discretion in the matter—that is, so far as they could be practically guided by Native custom and usage. That was his chief reason for refusing to go on with the subdivision cases. Evidence will follow to bring these matters out.

14. *Mr. Stewart.*] With regard to the last point raised, that there are other parties interested in the land not in the Crown grant and not recognised by the Public Trustee, you do not ask the Committee to enter upon an investigation of that kind here?

Mr. Sinclair.] We ask that the reserves not yet granted be granted, and the work of the West Coast Settlement Commission be brought to an end. We ask for a measure giving us the power of control over our own lands again, because we cannot come up again session after session. We do not ask you to go into individual cases, but into the whole of the grievances set forth generally in our petition.

MONDAY, 14TH JULY, 1890.

JOHN HISLOP examined.

15. *Mr. H. D. Bell.*] You are the holder of a lease from the Public Trustee?—Yes.

16. Did you act as arbitrator to fix the rent of one of the confirmed leases?—Yes.

17. Which one was that?—Okahu, I think.

18. By whom were you appointed?—By the Natives.

19. Who was appointed by the lessee?—Mr. Nolan.

20. Whom did you select as umpire?—Mr. Livingston. If you will allow me, I should like to make a statement as to how my appointment came about. I felt some delicacy in acting, as I also held a Native lease. I happened to be in Wellington, and on going back, on arriving at Hawera, Mr. Rennell said that the Natives had appointed me to act on their behalf. I pointed out the delicacy I felt in the matter. He said the Natives would not name anybody. At length Mr. Rennell put the question again to the Natives whether they had no one they could trust? They said "Yes," and named myself. I said that, under the circumstances, and as it was the express wish of the Natives, I would act, but that I felt a delicacy in doing so notwithstanding.

21. You sat, then, in the arbitration? Where?—Yes; in Normanby.

22. Do you recollect what the original rent was?—I cannot say exactly. I am here only, as it were, by accident. I did not know that I was to be examined. I am therefore unprepared to answer all questions in detail. What I remember in this case—I can only speak from memory—at present is that this was a lease that commenced at a certain rental and increased after a certain number of years.

23. Did you and the other arbitrators differ?—Yes.

24. Do you remember what rent you fixed per acre?—Roughly speaking, it was 6s. 9d. or 6s. 9½d. I fixed according to a percentage upon the capital value.

25. What did Mr. Nolan fix it at?—I think it was 5s. 6d. or 5s. 9d.: there was a considerable difference.

26. What did Mr. Livingston fix it at?—It was referred to him then, and he fixed it at 6s. 6d.

27. That was a reduction on the original rent?—Yes.

28. Have you any means of knowing in what way the costs of the arbitration were arrived at?—No. I understood that Mr. Livingston and Mr. Nolan charged three guineas a day. For myself, I only charged one guinea a day.

29. Do you know what proportion of the expenses were to be paid by the Maoris?—In my award I made it clear that, as it was for the benefit of the leaseholder, the leaseholder should pay all expenses of the arbitration.

30. Do you know what proportion ultimately was ordered to be paid by the Maoris?—No. I was under the impression that in this case they would not have to pay anything.

31. You considered the rent too high, though you were arbitrator for the Maoris?—Yes, considerably too high.

32. How long have you been on that coast?—About seventeen years on that coast, about seven years in that district. I had been previously at Wanganui—about eighteen years altogether, I think. Previously to that I came from Hawke's Bay.

33. Were you farming all the time?—Yes.

34. Speaking generally of the rents that were paid on leases—leases arranged before 1883—do you say whether the rents were generally too high or otherwise?—About the years 1882 and 1883 there was a great land-fever up there. Every one rushed to meddle in land, myself among the number, unfortunately; so that both leaseholders and purchasers gave considerably more for land than the land was worth. That has been proved since over and over again.

35. What was the difference in the price of cattle per hundredweight, as compared with what it is now?—I could not say. One reason for there being such a land-fever was that freezing beef and mutton commenced in 1882, and people looked forward to getting large prices for their stock in sheep and cattle, which have not been realised.

36. Is this West Coast country on which sheep and cattle may be grown and bred?—Yes, they can be bred; but I do not consider it a good sheep country myself. It is too wet; there is no comparison between it and Hawke's Bay as a sheep country. Cattle do very well.

37. Then it is a good country for rearing cattle?—Yes; cattle do well.

38. Has there been a fall in the price of cattle?—Yes, a considerable fall in price; we had been selling at any price we could get; prices have been rather better the last three years. Last year we have been freezing and sending Home.

39. Assuming the rent at that time to have been fixed at a fair value, would you expect that the arbitrators, in determining what was to be a fair rent for the future, would reduce the rent?—I do not see how the arbitrators could do anything else.

40. Do you know the land between Waitotara and the Waingongoro, laid off in Native reserves?—Yes; I know a good many of them.

41. Do you know the rents which have been fixed by arbitrations for that land?—Yes; but I could not say what they are just now.

42. Generally do you know what rents have been fixed?—I have heard of them, but I cannot say I know generally.

43. Can you give an opinion, as to whether the rents you know of are too low?—No; round about Hawera I should say they were fair rents.

44. These are the leases you know of?—Yes.

45. Do you know the rents generally under the confirmed leases?—Yes.

46. Were they too high or too low?—They were all too high. In point of fact, it was impossible to live on them, if they were to continue to pay the rent.

47. When you are valuing land for the purpose of these Maori leaseholds, do you base your estimate upon the capital value of the land?—Yes.

48. When was the last valuation?—About eighteen months ago.

49. You valued on that occasion?—Yes.

50. Did you also value on the previous occasion, three years before?—No, that was the first.

51. Did you value between Waitotara?—No; between Waingongoro and South down to the Patea boundary.

52. So that you are able to say that these valuations are fair valuations on the capital value of the land?—Yes; I am quite prepared to say that. I think the Property-Tax Department would bear me out.

53. These valuations were made, of course, before this arbitration?—I believe they were: a month or two before, if I remember right.

54. The last valuations were made in December?—Yes.

55. You valued for October?—Yes; that would be the previous October.

56. *Mr. Levi.*] What was the date of the land-fever you mentioned?—1882 or 1883; but about the latter period, I think, people began to find their level in this matter.

57. Can you give us an idea when it was started?—In that district it started when the Waimate Plains were opened for sale. I could not give you the exact date.

58. Had that considerable influence on leaseholds: I mean leaseholds offered by the Public Trustee?—Yes.

59. When did you take a lease?—In 1883. I took possession on the 1st of July.

60. Do you know the date on which the confirmed lease was granted upon which you arbitrated?—No; not at present. I should say again that I am quite unprepared for cross-examination in this matter. I brought down nothing with me. I have been only staying a day or two in Wellington, and by accident I am here.

61. You have stated that the rents of the confirmed leases round about Hawera were too high?—I have no doubt about that, because they were granted at the time of the land-fever.

62. Did that land-fever extend as far back as 1877?—The times were considerably better in 1877, and the three years following, than in 1887.

63. Can you say whether the land-fever was in existence in 1877 and 1878?—People put a higher value on that land then than they have since.

64. Much higher?—Much higher.

65. Was the frozen mutton export started?—That was in 1882.

66. That could not affect the price offered for leases in 1877 and 1878?—No.

67. *Mr. Wilson* informs me that the date of this lease is December, 1878, so that the frozen

mutton trade could not affect the price agreed on in this lease?—At that time the land in the market was much more limited; for people wanting land there was more competition. Independently of the frozen mutton trade, times were much better in 1877 than they were in 1887: land was bringing £8, £10, and £12 an acre that would not bring more than £6 or £7 now. Some land that was sold then at £15 an acre would not bring more than £8 at present.

68. In reference to the costs of the arbitration, do you remember how long the arbitration on which you sat lasted—how many days?—Two days; I think we finished the sitting in one day; I took one day to examine the property.

69. You charged a guinea a day?—Yes.

70. The others two or three guineas?—Three, I think; I only wanted a fair remuneration.

71. *Mr. Sinclair.*] The rent under the lease is 8s. an acre for the first five years, 8s. 6d. an acre for the second five years, and 11s. per acre for the remaining eleven years?—I believe that is correct. I have seen the lease, but I cannot say at present what it was; but as an arbitrator I did not consider what the rent was under a previous arbitration or lease, nor whether the rent under the old lease was too much or too little; if it had been less my award would have been just the same.

72. Would that be a fair rent at the time the lease was settled, in December, 1878?—I am not prepared to answer whether it would or not; I was not in the district at that time. I did not know the state of the land when Mr. Caverhill took up his lease, but I know he has been too sanguine; he laid out a great deal of money on the land. He is not now worth a penny; in fact, he has ruined himself, partly with high rents.

73. You might know whether the Maoris cut cocksfoot for seed over this land?—I know there was cocksfoot there in patches. The land was principally fern and tutu land; there was cocksfoot in patches all over the district.

74. Do you know that cocksfoot was cut in this particular place?—Yes, quite likely—over some portions of it, I should say.

75. *Mr. Levi.*] There is the question of improvements. I wish to know whether Mr. Hislop, in determining the rent, considered the improvements or the unimproved portion?—We arrived at the value the day we looked at it; we made an allowance for improvements and deducted that from the total value; we then based the rent upon a fair percentage of the capital value.

76. Do you remember the total value with the improvements?—£8, as lands are now, with improvements.

77. That is the capital value?—Yes; as land is now.

78. How much did you take off for improvements?—At 5 per cent. it would be 8s.; that would be 1s 3d. per acre at the rate of 5 per cent.: that would be about £1 5s. deducted for improvements.

79. What were the improvements?—Fencing, ploughing, grassing, and such like.

80. Was there a house on it?—There is a woolshed on it, but it is not of much value.

81. *Mr. Peacock.*] Do I understand you to say that you came to a conclusion as to the value of the land per acre by taking as the basis of your estimate the capital value of the land as a whole?—Yes.

82. Would it not be the more natural way to take into consideration the yielding capacity of the land, and upon that to consider what rent might be got for it, rather than to estimate the capital value and then make deductions for improvements?—I looked upon this as the fairest way, to value the land as it was.

83. In order to enable you to come to a just conclusion, do you not think it important to take the capacity of the land in the way of yielding into your estimate first; or do I understand you that you would value land without taking into account its yielding capacity?—You consider that in the capital value.

84. But in fixing the capital value would you not require the settlers' estimate upon the yielding value of the land?—The yielding value, and all other things connected with the land, is in your mind when you make the valuation: you must consider all these points if you want to get at the fair rent.

85. *Hon. Captain Kenny.*] You say you have been a settler for eighteen years?—For more than that in the colony; that is on the West Coast: previous to that I was in Hawke's Bay. I landed in Wellington in 1857. After twelve months at the Hutt we went from there to Hawke's Bay. In 1873 we went to Wanganui.

86. Then you have had considerable experience on both coasts?—Yes.

87. The West Coast is more of a cattle country?—Yes; but sheep do fairly well on it; but not so well as on the other coast.

88. When you went to the West Coast had you experience in cattle farming?—Yes; my father had a cattle farm for twenty-five years in Hawke's Bay—sheep and cattle both.

89. When you took up this lease it was for the purpose of breeding and rearing cattle?—I did not know as much about the climate then as I do now. As I said, sheep do fairly well, but not so well as in Hawke's Bay.

90. What is the character of the country; is it heavy bush?—In some parts there is slight bush and fern, in other parts there is a lot of heavy bush: it varies very much; but the Waimate Plains are principally fern land.

91. When laid down in grass what is its carrying capacity for sheep?—About three sheep to the acre. It suits cattle best.

92. Three sheep to the acre?—That is the average; some seasons of the year it will carry twice as many as at others.

93. And cattle?—About two acres to a bullock—that is, to fatten; for store cattle it is different.

94. Then, in estimating the value of the land for sheep, how came you to estimate it at £8 an acre if it would only carry three sheep to the acre: what do you consider might be paid as rent for feed for sheep?—I have not had to do with sheep much for the last seventeen or eighteen years; principally with cattle.

95. Was the land you valued intended for sheep and pasturage?—Yes; sheep and cattle.

96. If you had no experience how could you arrive at a value of land for sheep?—We arrived at the market value; there was a market value at per day.

97. At the time you made the valuation did you go by what you knew of the market value or the carrying value?—Partly by one, partly by both.

98. What is your opinion?—It is mixed farming. You do not know all you have to consider until you examine it.

99. What do you mean by mixed farming?—Agricultural land in the open. I do not know any farm there that contains a large number of sheep only.

100. Have you any experience of clearing bush land?—I have, I am sorry to say.

101. Had you any experience of it at this time?—No; or I would not have entered upon it.

102. What about facilities of a market for stock; was this land in reach of a market?—Yes, it is within two miles of a railway-station.

103. I am speaking of the farm you were called on to value: and you fixed the rent at 6s. 6d. an acre?—Yes; it is within two miles or two miles and a half of a railway-station. I might state that this is all ploughable land: it would be hardly fair to value it on the basis of what sheep it would carry; that makes considerable difference.

104. In arriving at this valuation of 6s. 6d. did you take into consideration the facilities for getting stock away—whether there is a railway close, so that stock could be taken to market as far as Wellington?—Yes; we considered all that or we would not have put so high a value on it as we did.

105. Was there much bush on this land?—No, not bush; there is bush, however, on the face of the runs about the river.

106. Then there would be no expense for clearing, so that you could put the plough in at once?—Yes.

107. Are you positive it would not carry more than three sheep to the acre when laid down in English grasses?—Not more; not all the year round. I do not think it would average more.

108. Have you not proved it?—No; I had no opportunity of proving it. I have not had sheep there myself; mine is a bush place, and cannot keep sheep.

109. You formed some estimate in regard to cattle?—Yes; and not only that, but I know people who keep sheep, and have experience as sheep-farmers; they agree in estimating three sheep to the acre; but there is a part of the autumn when it will carry six sheep for three months.

110. *Dr. Fitchett.*] The original lease was for twenty-one years?—I believe so.

111. Your lease was for thirty years?—Yes.

112. This was about eight years after the original lease?—Yes, some time.

113. So that it was equivalent to a lease of thirty-eight years from the date of the original lease?—We had nothing to do with the original lease, we merely took the value of the land at the time we sat.

114. Did you know, under the original lease, what were the improvements?—Yes.

115. You deducted the value of the improvements from the capital value?—Yes.

116. And you gave the lessee the benefit of it?—Yes, to the extent of £1 5s.

117. In fixing the rent, do I understand you to say that you were guided by the then market value of cattle?—Yes, the selling price; we also considered the position of the land, and everything connected with it.

118. Did you consider, in view of the long tenure, the prospect of a rise in the value of land?—I stated that I went to the Coast eighteen years ago; things were in a very different state at that time from what they have become. We could not look into the future and say what was to be, we could only take into consideration the then present state of affairs.

119. You did not, then, take into consideration a prospective rise of value?—No.

120. I understood you to say that prices had been depressed there?—Yes.

121. So you valued on the depressed value?—Yes.

122. At the time of the valuation on what was a depressed value?—Yes.

123. Then, as to the costs of the arbitration, how long did it sit?—Two days; it might be three days. I think since it was three days.

124. The umpire sitting with you?—Yes.

125. He finished when you finished?—No; he did not give his decision that day—a few days afterwards.

126. Can you say what work was done in the course of the arbitration?—No, not after the three days I am speaking of. Mr. Livingston took all the papers away with him.

127. Were there any further costs incurred after the award was made?—There were costs, no doubt, after the arbitrators sat, after it was left to the umpire. He did not give his decision next day. I think it was some time after.

128. What work did you do by which costs were incurred?—We sat in an office in Normanby. We examined the Natives who gave evidence.

129. Did you summon the Natives?—Yes. I saw one of them here this morning—one of them that gave evidence.

130. What method did you pursue to get them together: did you send an interpreter?—Yes; there was due notice given in the matter.

131. Do you know what the total costs came to?—No, I do not. I had nothing more to do with it when the thing was left to the umpire.

132. *Hon. Mr. Hislop.*] When did you first know Caverhill—know his farm, I mean?—About seven years ago.

133. Was he a careful farmer?—He is looked on as an extravagant farmer. He expended money on improvements. Unfortunately for himself he has lost it all.

134. Was he the original lessee of this piece of land?—I understood so.

135. Is he still?—No; he has lost everything, unfortunately.

136. He was sold up by the Bank?—Yes; I believe so.

137. Were there any unnecessary improvements on this land?—Not on this particular land.

138. Did you take evidence of what he was making on this piece of land?—None whatever.

We went on the same basis for this as if we were valuing for the property-tax—the market value.

139. You said it would carry three sheep to the acre: is that a recognised value in the district?—No; I cannot say that it is. Unfortunately, farmers, as a rule, do not go into minute calculations. They simply go into competition, as a general rule, giving over and above the value, if a man wants a piece of land, without considering what he can make of it.

140. *Hon. the Chairman.*] How many acres did the arbitrators deal with in the case on which you were engaged?—284.

141. The costs are put down at £43 11s. for lease No. 10. There are three leases: Do you know how these costs were made up?—No; I do not.

142. The umpire awarded, did he?—Yes; I know nothing after it was left to the umpire.

143. Where did the arbitrators get their instructions from as to their mode of procedure—as to what matters they were to take into their consideration?—There was a small pamphlet issued, a printed form.

144. What I mean is this: When the arbitrators went into the arbitration what did you have to consider? What was put before you to make you understand what was your special function?—It was to put a fair value on the land, according to the market value at the time.

145. How did you know that that was your business;—what was put before you to tell you what you had to do? Where were you instructed from?—From the Public Trustee's office?

146? Were these instructions in writing?—They were included in the pamphlet, if I remember right. [Printed form produced.] This is what the arbitrators worked on.

147. Does this lay down any rules for leasing, or any covenants to be put into the lease?—I think so. I have not looked at it since. I was not prepared for this examination, or I would have brought some papers with me.

148. Can you tell us from memory what the covenants in the lease are to be?—No.

149. Did you examine this printed form before you came to a determination as to the proper rent?—Yes.

150. *Mr. Peacock.*] I wish to emphasize the answers you have given a little more. Do I understand you to say that, in estimating the value of the land and the rents to be paid for it, you took the market price simply for your guide, and did not go into the carrying or yielding capacity of the land?—All that, of course, is considered to get at the value. If it had been twenty miles from a station, instead of two and a half miles, the value would have been considerably less.

151. Did you go into the question of what the land would produce when you were estimating the market value?—Partly; but we did not rely on that entirely.

152. You took the question of what it would sell at at that particular time?—We considered that was what we had to do.

153. And in estimating what the rent should be for a series of years during which value might increase you took the selling value at the time, rather than the yield of the land, as the basis of your award?—I have already said we considered all these points.

154. *Dr. Fitchett.*] I understand you took the selling value; but to arrive at this you must have had some basis to go upon: what was that?—We arrived at it by considering all those things referred to.

155. *Mr. Seddon.*] Had there been any sales of land in that locality?—Private sales.

156. Did you take that into consideration?—Yes; my opinion was that £8 would be the outside value that it would bring; that was the outside value, including improvements.

157. On that basis you went?—Yes.

158. You did not calculate what it might be worth twenty-five years from that time?—No, unfortunately; farmers thought their fortunes would be made by this time; but they have all had a sad experience, even myself. I did not take that into consideration.

159. Now, on three sheep to the acre: what would be the net profit on that per acre per annum?—About 12s.; 4s. a sheep if you consider the lambs and the wool.

160. Did you go into the statute you were acting under?—Yes, we went into that.

161. It is referred to in that pamphlet?—Yes.

162. *Hon. Captain Kenny.*] Are there any special drawbacks in regard to this land: is there lung disease or foot-rot?—There is lung disease, but very little foot-rot.

163. In this estimate of three sheep to the acre do you include fattening sheep, or is that for sheep in store condition?—I think it would fatten three sheep; for about six months of the year you could sell a portion of them as fat—about one-third of the total number, perhaps.

Mr. Levi requested that the following questions should be put by the Chairman:—

164. *Hon. the Chairman.*] There is an adjoining property belonging to a man named Christie; do you know what Christie paid for his land?—He has bought it recently; he has a lease.

164A. If so, he is a tenant; it is similar land to this land about which we are now inquiring: can you answer?—I think he paid £9 2s. 6d., or perhaps £9 5s. an acre.

165. *Hon. Captain Kenny.*] For the land?—It is similar in some respects; it is more level land: there is a good house on it.

166. *Hon. Mr. Peter.*] Was there a house on it when he bought it?—Yes; the house is worth £400.
167. *Hon. Mr. Hislop.*] What is the acreage?—I think it is 477 acres.
168. *Mr. Peacock.*] That is £9 an acre; without the building it would be £8 5s.?—Yes, without building; although part of it is opposite to this lease it is half a mile nearer to the station.
169. Do you know that lease, and what the tenant (lessee) is paying?—10s. 6d.; but he is not satisfied—a man named Barr—he said he would have to give it up if he could not get a reduction of the rent.
170. How long has he had it?—Eighteen months or two years; I am not at all sure as regards the time.
171. Do you know the tenure of his lease, or whether he has made improvements?—It was improved already; there is bush all through it.
172. What would you value the improvements on that land at?—To begin, at £1 an acre.
173. Apart from that?—About £1 5s. an acre.
174. That is about the same as the other?—Yes.
175. *Dr. Fitchett.*] The costs were £43 11s.; I would ask you whether you think that was reasonable?—I would rather be excused from giving an opinion on that.
176. You know the work that was done?—I do not know all the work that might have been done; I would rather be excused answering the question. To begin with, you will see that my charges were less than theirs; it would not therefore come well from me to give an opinion.
177. *Hon. Captain Kenny.*] You put the profit at 4s. a sheep: is that net or gross?—That is net return.
178. How much do you allow for wool?—About 3s.
179. For sheep sold?—1s. for what you sell; that would be 1s. profit all round on the one-third sold fat; that is, out of a flock of three hundred, one hundred would be sold fat at a profit of £15 over and above the wool.
180. Then in your flock you would expect to get only 4s.: 3s. for wool, and 1s. for sheep?—Yes, speaking roughly; I am not able to speak particularly.

WILLIAM WILLIAMS examined.

181. *Hon. the Chairman.*] What is your name?—William Williams.
182. Where do you live?—At Stratford.
183. Will you state how long you have lived in that district?—I have been in the Patea district for twenty-two years.
184. *Mr. Levi.*] Have you been mixed up at all with Native affairs in the district?—Yes; very considerably.
185. For how long?—Most of the time; I think, for about eighteen years.
186. Will you tell the Committee what were your relations with the Natives?—My relations with the Natives were these: I understood the Native language, and they came to me for advice about business matters.
187. Are you friendly with them?—Yes, we have always been on friendly terms, ever since the war.
188. Have you been mixed up in business transactions with them?—Yes; I have had considerable business with the Natives.
189. What Natives of this district were you most intimate with?—With the Pukekohe Tribe.
190. With any others?—Yes; I was intimate with all of them, but not so much so as with this particular tribe.
191. Is it a hapu or a tribe?—It is a hapu; it was a tribe, but they call it a hapu now.
192. Have you any knowledge of the feelings and conduct generally of the Natives?—Yes; I think I have a fair knowledge of the feelings and general bearing of the Natives.
193. Have you any influence with them?—Yes; I think I have some little influence with them.
194. What is your position now with them?—I am trustee in two estates—those of Taurua and Ngairo, two chiefs that died recently.
195. Who were you appointed by?—I am executor under the will.
196. Have you any interest yourself in Native land in the district?—None whatever.
197. Have you freehold property?—Yes.
198. You hold none from Natives?—None from Natives.
199. Have you at any time held any office under the Government?—Yes; I was land-purchase officer for some time.
200. What were your duties?—My duty was to purchase land for the Government; also, to assist Major Brown, who was then Commissioner on the Coast.
201. To purchase land from the Natives?—Yes.
202. And to assist Major Brown: in what doing?—In settling the Native reserves in his district.
203. When was that?—Eight or nine years ago.
204. Was that before or after Sir William Fox and Sir Dillon Bell went there?—It was either immediately before Sir William Fox and Sir Dillon Bell were appointed or immediately after—during part of the time.
205. Had you anything to do with them when they were acting?—Yes; I was with them at the first.
206. Doing what?—Advising, talking, and giving information to the Natives.
207. Have you been also a licensed interpreter until recently?—Yes.

208. Had you anything to do with these confirmed leases? Do you know anything about them?
—Yes; I had considerable to do with them: I negotiated some of them for the Natives.

209. Who were you acting for?—There was George Gower's lease.

210. Were you acting for the Natives or for the lessees?—For the lessee in this case. In both cases I acted for the lessees.

211. Do you know what was the attitude of the Natives in reference to the rents accepted at that time?—The Natives accepted a low rent at the beginning, because they anticipated that they would be paid by the improvements made upon the land; hence they accepted a low rate of rent.

212. Did they in any case stipulate for improvements?—They all stipulated for improvements in their confirmed leases.

213. Do you know what any of the stipulations are?—I could not tell from memory. There were several. One was that the land was to be left in good order—well fenced and grassed—at the expiry of the lease.

214. Did you know the value of land at the time?—Yes; I think I had a fair knowledge of land-values at that time.

215. Were rents then high or low?—In most cases they were very low.

216. Can you tell us of any particular case that you negotiated for?—I negotiated the lease that was before the Committee just now—that one of Mr. Caverhill.

217. Who were you acting for?—For Mr. Caverhill (Okahu).

218. Can you tell us anything about the rent of that—whether it was high or low at the time?
—My opinion at that time was that it was a fair rent. There were others quite willing to give that rent for it.

219. *Hon. Captain Kenny.*] What was the amount?—I forget at this moment, but I think it was 8s. all through; at the time, it was considered a fair rent. It was higher than the rent generally given for Native land. The reason was that it was looked upon as a remarkably good piece of land, in a good situation.

220. Why was the situation thought good?—It was close to Normanby, and surrounded by a settled district. It was well watered, well wooded, and there was a good road to it.

221. Do you know that property now?—Yes; I know it now.

222. Do you know what improvements have been made?—Yes; I know some of the improvements. I am not very conversant with it. I have not been in the district of late. I merely passed through. When it was taken from the Natives there was a good deal of grass on it. It was a place where they used to cut cocksfoot for grass-seed.

223. How many acres would you say there was grass on at the time?—There was a considerable portion; more than half.

224. Can you give us the name of any other lessee?—George Gower.

225. Is it George now?—Alfred Gower.

226. Were there others?—There were others. I simply advised the Natives.

227. Do you remember any particular case in which you advised the Natives?—Yes; I advised them in regard to Major Turner's lease.

228. Any others?—Yes, Symes's lease.

229. Any others?—I advised them partly on the Makuia leases.

230. So that you knew what their feelings and opinions were in reference to the rent they wanted for their lands?—Yes.

231. I want you to tell the Committee any facts within your knowledge which bear on the fairness of the rents fixed by the arbitrators?—With regard to the rents fixed by the arbitrators, I do not think there is any fairness in them; they are altogether too low.

232. Can you give facts to show that?—I will take the fact of the adjacent land that is let by other people.

233. Do you mean by Natives?—No; by Europeans to Europeans.

234. Give us instances?—There is the Otauto, occupied by Ross: an award has been given in that case.

235. Is that a confirmed lease?—Yes; they reduced the rent very considerably.

236. Do you know what the rent originally was?—It was about 5s., or 5s. 6d., or 6s.—something about that. I would like to mention, in regard to that lease, that there were 1,300 acres in it instead of 1,000 acres. It was 1,000 acres that they were to lease; there was to be an exchange of part of the land, Ross to have 50 acres; but instead of taking 50 acres he took 300 acres, which he is occupying. The Natives were to take a piece at one end, which by them was considered more valuable; he was to have an equivalent at the other. He took 300 acres instead of 50 acres.

237. Do you know anything about it?—It was considered to be more valuable to the Natives because it lay close to their settlement; it was not more valuable to Ross than the other land; it was better for them. The piece he gave the Natives—

238. What was the acreage of the two pieces?—His piece ran alongside his run. When Ross got the survey made he never allowed them to know the difference, and they have not known it from Ross to this day.

239. *Mr. Seddon.*] Do you know that of your own knowledge? Had you anything to do with it?—I negotiated the matter; so I had to do with it.

240. *Hon. Mr. Hislop.*] Do you know the difference in the number of acres?—I do not know what the difference was.

241. *Mr. Peacock.*] There was an exchange of land to be given, but you did not know how much was to be given?—No.

242. Did you know what the quantity of land was to be at the time of the negotiation?—We believed that the quantity would be corrected when the survey took place.

243. *Mr. Levi.*] Was there a written agreement?—Yes.

244. *Hon. Mr. Hislop.*] When did you say it was to be rectified?—It was to be rectified by the survey; I did not know when the survey was to be made; but the result of the survey was never made known to the Natives.

245. *Hon. Mr. Acland.*] Do you know when the survey was made?—I think it was four or five years since.

246. *Hon. Mr. Hislop.*] Who drew up the agreement?—I believe it was Mr. Hamerton.

247. Do you mean the Public Trustee?—No; his brother.

248. Did you interpret it?—Yes.

249. When you referred to the Ross lease you were about to compare it with the land leased from Europeans to Europeans: will you give us some particulars?—There is land adjoining held by Mr. Bremer, for which he gives 10s. an acre rent; it is about the same quality, or, rather, hardly equal to Otautu, only it is more broken. There is also a piece of land held by Mr. Valentine Smith.

250. Do you know when he got his lease?—He has had it now for about thirteen or fourteen years.

251. You were going to tell us of some others?—Mr. Valentine Smith has some adjoining property, for which he pays 13s. an acre: it adjoins both Bremer's and other land; part of Otautu.

252. How long has he had that, do you know?—I am not certain, but I think eight or ten years.

253. What is the value of that as compared with the others?—It is very similar to the land adjoining; is not better.

254. How many acres?—I do not know the acreage. About 400 acres, but I am not sure.

255. Do you know the area of Bremer's land?—I think it is about 400 acres.

256. Do you know what the terms were in Bremer's and Smith's case?—No; I do not.

257. Are there any other properties?—Not adjoining that property; there are others very close.

258. Tell us one?—There is the one belonging to Mr. George Death: he has his property from Nicholson.

259. How much does he pay?—I am not certain, but I was told he pays 14s. an acre.

260. Do you know the quality of his land?—Yes; his land is very good.

261. How does it compare with the others?—It is in a more advanced state than the others; it has been under tillage longer.

262. Are there any others?—I should like to say another word about the quality of these lands. I know that Mr. Death averaged a yield of sixty bushels of wheat off his land. That will make sure that these lands are of excellent quality.

263. Is there any difference between Death's and the Native properties?—Nothing, except that it is improved more; that is all.

264. No difference in quality?—No; I think not.

265. Are there any others?—Yes; Mr. Jardine occupies a lot of land which belongs to Mr. Derrett.

266. Is his land near the Native reserves?—Yes; it is all very near, but not adjoining. Bremer's land lies between the land I am now speaking of and the Native reserves. I am not quite positive as to the rent that Mr. Jardine is paying, but I have heard that it is 15s. an acre.

267. What other confirmed leases are there in this part beside Ross's?—There is Major Turner's.

268. This is a confirmed lease (46): do you know what rent he pays?

269. *Hon. the Chairman:* That is 682 acres. Under the old lease the rent was £122 10s.; under the new lease, £72 19s. 10d.

270. *Mr. Levi.*] How does the quality of Turner's property compare with that of other properties?—It is in quality pretty much the same. It is not on the whole as good a property, because it is more broken; but it is of excellent quality.

271. How much bush is there on it?—There is not a great deal of bush on it; it is mostly old clearing: there is bush on it still, but I cannot say how much.

272. You stated that it is not such good land: will you give your idea more clearly to the Committee?—The reason I said it was not so good is that it is not so easily got at—there is not so good a road to it.

273. What would be the difference in value?—One shilling an acre; that would be quite ample.

274. That is, rental?—I mean between the Otoia and Otauto.

275. Will you give me the names of some other confirmed leases?—There is Wakapaeo, which belonged to Mr. Cowern; it is Pearce's now.

Hon. the Chairman: That is 168 acres. Old rent, £42; under new lease, £18 9s.

TUESDAY, 15TH JULY, 1890.

WILLIAM WILLIAMS, examination continued.

276. *Mr. Levi.*] Can you give any information as to Mr. John Hislop's ability as a valuer?—I should not like to give evidence upon that subject. Of course, if it is necessary I will answer any question you may put to me.

277. You were yesterday, when the Committee adjourned, giving instances of the disparity of the rents under Native leases as compared with leases between Europeans and Europeans. You spoke of the Ross lease, and I asked you to give other instances of Native leases in the neighbourhood: do you know any more besides those you have mentioned?—I know of the three Gower's—Gower Brothers, who hold a joint property; and George Gower, who holds a separate property.

278. Take W. and S. Gower?—They are holding part of the Otauto.

Hon. the Chairman: There are four properties, numbered 41, 42, 43, 44. Nos. 43 and 44 we are dealing with now: 43 is 75 acres—rent under the old lease, £45; under the new lease, £25 19s. 3d. No. 44, 165 acres. There are two rents mentioned here, apparently referring to two periods.

Mr. Levi: Or does it refer to different qualities of land?

Hon. the Chairman: I do not think so. Under the new lease the rent is £39 17s. 6d.

Mr. Peacock: What was the rent of the previous one you mentioned?

Hon. the Chairman: £25 19s. 3d.

Mr. Seddon.] The acreage?

Hon. the Chairman: 165 acres.

Witness: I consider these rents exceedingly low.

279. *Mr. Levi.]* What is the quality of the land?—It is of excellent quality; there is no better land that I know of.

280. How does it compare with the rest?—The whole block right through is perhaps the most famous block on the West Coast, and this is one of the choicest pieces in it.

281. *Hon. the Chairman.]* Now, about George Gower (41)?—There are two pieces.

Hon. the Chairman: Then, there is another (42). The first is 598 acres, the second is 376 acres. These are bracketed in the return; I cannot say for what reason; the rent is £358 5s. Then the rent for No. 41 is given under the new lease separately—namely, £50 6s.: for No. 42, £30 17s. 6d.

282. *Mr. Levi.]* That is to say, the rents were reduced from £358 to £81. What kind of land is this?—This is also very good land; not quite equal to what I spoke of last; but it is of very much greater value than was set on it by the arbitrators. The best proof of that is, I recollect, when it was taken by Alfred Gower, Sir Dillon Bell offered 9s. 6d. an acre for the block for twenty-one years.

283. Who did he offer it to?—Through me, to the Maoris; and I believe he offered it himself to the Maoris.

284. *Mr. Bell.]* Was he Commissioner at the time?—I do not quite recollect; I think not.

285. *Mr. Peacock.]* How many years?—He wanted it for twenty-one years; the Maoris would only let it for a shorter term.

286. *Mr. Levi.]* Do you know the date?—I do not recollect the date; but it is a considerable time ago.

287. Before it was leased to Gower?—I think it was about the time they were leasing it to Gower. The Native owner of the property was Ngarangi. I forget the names of the other Native owners in the block.

288. Is Ngarangi alive?—Yes, he is here in this building. Ngapaki is another; he is here too. The whole of the Natives who were owners in this block were present at the time.

289. *Hon. Mr. Peter.]* If he offered that price, how was it they let the land at so much lower rent to Gower?—I said they had already let it to Gower.

290. *Mr. Bell.]* Then, did he want them to break the contract with Gower?—No; he wanted to make an arrangement with Gower about the lease.

291. *Mr. Peacock.]* But if it were leased to Gower, why were the Natives dealt with?—I do not know whether Bell spoke to Gower about it; I only recollect that he offered 9s. 6d. an acre for this land.

292. Can you say how the Natives could possibly affect the question if Gower had the lease?—Mr. Bell (now Sir Dillon Bell) was to make an arrangement with Gower.

293. *Mr. Seddon.]* Then, if he made an arrangement with Gower the Natives were quite willing to take him as their tenant?—Yes.

294. The original rent paid by Gower was £358?—Yes.

Hon. the Chairman: For 41 and 42.

Hon. Mr. Peter: The witness ought to be asked to fix the date when this occurred.

295. *Mr. Levi.]* With regard to the time Sir Dillon Bell was up there?—I cannot exactly fix the date. I know that it was a considerable time before he was appointed Commissioner for the Native reserves on the coast. I recollect I went with him and with his son through the whole of the district of the Waimate Plains. I therefore know it was a long time before he was appointed Commissioner.

296. Are there any other Native leases about this part?—With regard to the Otoia lease, that is Major Turner's lease. As a proof that the rent is very low, Major Turner offered £100 if that would induce the Maoris to extend his lease.

297. *Hon. the Chairman.]* How do you know that?—It was offered through me to the Maoris.

298. Was anything said about rent?—Yes; he was also willing to increase the rent.

299. How long did he want the extension for?—An extension of twenty-one years. The extension was to continue for twenty-one years from the time the extension took place.

300. When was that?—I think it was about four years ago. He offered it also to the Natives in my presence. I merely mention this to show that the values are too low.

301. *Mr. Bell.]* Was that after the passing of the Act of 1884?—I think it was four years ago.

302. *Hon. Mr. Peter.]* How many years had the lease to run at that time?—I do not know.

303. *Mr. Levi.]* Was there any other confirmed lease about this part?—Yes; the Symes Brothers have a lease.

304. Are they in partnership?—I think two of them are; but there are so many of them. Some of them have separate leases. Francis Symes has a lease. With regard to one lease, that of Walter Symes, he offered the Natives £50 if they would extend his lease. I have only heard this from the Natives: he did not say it to me.

305. There is the lease of W. Symes (16), and of W. and A. Symes (17).

Hon. the Chairman : (16) : that is 467 acres. Under the old lease there are three periods of rent—£83 9s. 6d., £95 8s., £116 17s. Under the new lease only one rent is given—£73 1s. 6d.

306. *Mr. Levi.*] These rents were 3s. 6d., 4s. 6d., and 5s., and the reduction is about 3s. ?—I would like to state that the Natives do not complain so much of the reduction in the rents as of the loss of improvements ; that seems to be the sorest point : they seem to think that the loss is very much more on account of losing improvements than losing rent. I do not know that they have calculated the rates of reduction of rent through the above periods.

307. Are there any other farms ?—There are farms all round ; but I know nothing of the others as regards leasing except that of Mr. George Death, who leases from Nicholson ; but I am not certain of the rent he pays. Francis Symes's father has a lease. George Newland has a lease.

308. *Hon. the Chairman* : Is that No. 12 ? There are three periods of rent—£48, £54, and £72. Under the new lease it is £23 16s. 4d.

309. *Mr. Levi.*] Do you know the rents that have been awarded by the arbitrators generally ? Do you know any case in which a rental has been largely increased ?—I know the case of Mr. Lysaght, of Mokoia (14, 15).

310. *Hon. the Chairman.*] (14), 2,000 acres. Old rentals, £180 and £205 ; under the new lease, £605 9s. 2d. ?—The rent originally was exceedingly low ; the Natives let it without computing what the rent would be per acre.

311. How do you know that ?—I have some little knowledge of it : it was about the time that Mr. McMasters took the land.

312. *Mr. Levi.*] He was an original lessee ?—Yes ; it was about the time the Natives returned from Otago ; I think it was £170, or something about that. They saw that was a big lump of money and they took it without further consideration. They also knew that the improvements were to revert to them.

313. What sort of land is it ?—It is a splendid property : one of the grandest properties on the coast.

314. *Mr. Pratt.*] Did he crop it ?—No ; he generally grazed.

315. How many sheep to the acre ?—I do not know how many it carries : it is land of excellent quality : it will carry about four or five sheep to the acre. Mr. Lysaght bought it from Mr. McMasters.

316. *Mr. Levi.*] Do you know any other lease of which the rent was increased ?—There is another, Mr. William Wilson's ; that was at first a piece of very rough land, almost worthless.

317. Why so ?—It was sand and swamp : such land as one could scarcely hope to improve. He gave about £15 : that has been increased to £17, or thereabout.

318. *Hon. the Chairman.*] W. Wilson, 532 acres. Under the old lease, two periods of rent, £15 and £20 ; under the new lease, £10 4s. ; so that that is a reduction ?—I forgot I was thinking that was for half a year.

319. *Mr. Levi.*] Do you know anything else that would illustrate the unfairness of the awards ?—I do not know anything else to illustrate their unfairness ; but common-sense would show that Natives were getting less for their lands than they were worth : not only that, they have lost all improvements. There is a great difference in the values given between Europeans and Europeans and that between Europeans and Natives. Then, again, many of these Natives have no land ; they are landless ; they are depending on the land of their neighbours ; some are leasing land from pakehas.

320. *Hon. the Chairman.*] Have they no land at all ?—I would not say that they have no land at all, but what they have is inaccessible and unusable.

321. *Mr. Levi.*] Are you well acquainted with the attitude the Natives have taken up with regard to these arbitration cases ?—Yes ; I am acquainted with that. They protest against the whole of the proceedings from the beginning to the present time. The word they use to describe it is "*muru*," which means that it was taken from them by force.

322. *Hon. the Chairman.*] What do you mean by the whole of the proceedings ?—The proceedings of the Arbitrators' Court, and the Act which gave them power to make these awards. What they say is that they are willing to be put on the same basis as other people, but that this is special legislation against their interest, and therefore they object to it.

323. *Mr. Bell.*] Is the witness their paid agent : the Committee, I think, has a right to know in what capacity he appears here ?—No ; I am interested as executor under the wills of Taurua and Ngairo.

324. What you say they chiefly object to is having no right to improvements rather than the loss of rent ?—Yes ; that is the sorest point—namely, that the improvements will not be theirs at the end of the leases.

325. Do you know why they did not appoint an arbitrator ?—They would not appoint an arbitrator because if they did so they considered they would be parties to the arbitration. They simply protested against the whole matter.

326. *Hon. Mr. Peters.*] Did they object to the operation of the Act of 1887 ?—Yes.

327. *Mr. Bell.*] And the Act of 1884 also ?—With regard to the Act of 1884, I do not think the Natives knew anything about it. The Act of 1884 was not put in operation as far as the Natives were concerned ; they did not know anything about it.

328. *Mr. Levi.*] You were executor under Taurua's will : were you served with notice ?—I was served with several notices.

329. As executor in respect of the several leases ?—I consulted the Natives. They said, " We are not going to appoint an arbitrator." The reason was, as I have said, that if they did they would be considered parties. They refused, therefore, and simply protested against the arbitration.

330. Do you know of your own knowledge whether notice was served on the Natives, and that

the Natives never received them?—The notices were taken to their places and thrown into the whares. They did not care to receive them.

331. Were they in Maori?—No; they were all in English. I picked up some of them, looked at them, and found that they were in English. I spoke to the Natives about it.

332. *Mr. Bell.*] They were served by an interpreter; but as soon as they saw the interpreter they bolted: was not that so?—They did all they could to keep out of the way.

333. *Hon. the Chairman.*] Have you got before you the leases in which this witness is interested as executor under both the wills of the two Native chiefs—Taurua and Ngairo?—Taurua was chief of the tribe residing on the Patea River. Ngairo was chief of a people who reside at Whenuakura.

334. Which are Taurua's leases: 40?—The principal one is that of Mr. Ross, at Otauto.

335. And the other?—Is Walter Symes's (16).

336. And George Gower's, and William Gower's, and Samuel Gower's are Nos. 41 and 42?—Yes; it is only a small portion of Taurua's.

337. Then, 43 and 44?—I forgot them. I know some small leases towards Waverley. I forget the names of them. That one of Wilson's is Ngairo's; William Wilson, No. 47, 523 acres; Newland's, and Symes Brothers', and Symes senior's are also Ngairo's. These are not all, but they are all I can think of at the present time.

338. *Mr. Levi.*] Do you know if any other attempt was made to get Natives to appoint an arbitrator except this serving with notice?—I do not know personally, but I have heard.

339. *Hon. the Chairman.*] You do not know anything that was done?—Not of my own knowledge: nothing further was done but asking them to appoint an arbitrator.

340. Who asked them?—Mr. Rennell spoke to them.

341. Were you present?—Yes.

342. Were you present at any of the arbitration sittings?—Yes; at the whole of them held in Patea. I am not quite sure as to the whole, but I was present at most of them.

343. *Mr. Bell.*] How many arbitration sittings were there altogether?—A considerable number; perhaps all the leases in the Otoia Block and Otauto. I was present all the time, and took notes.

344. Were you examined?—Yes; I was examined by the arbitrators.

345. What were you examined about—as to values, or what?—Yes; they asked me as to values. I heard the whole of the proceedings. I saw the method in which the thing was conducted.

346. Did the Natives attend?—They attended simply to protest. They did all protest repeatedly and constantly during the whole time.

347. *Mr. Peacock.*] Did you see any objection to the fairness of the arrangements made?—Yes; I thought so at the time. Mr. Livingston, who had been appointed by the Government, did not seem to me to take any special interest in the matter; he never put any question to the Natives; everything was done by Mr. Cowern. He took a very active part; he was the appointee of the lessees. He tried to show that the value of the land was very low when it was taken from the Maoris. He drew evidence of that kind from the lessees. I thought it was not fair. Mr. Livingston did not do so as regards the Maoris.

348. Do you mean he drew out evidence of the lowness of the rentals?—The lowness of the value of the land. He would put such questions as, "What was the state of this land when you took it?" then they would state what it was when they took it, the statements in many cases being not true, such as that it was covered with fern and bush, whereas in many of those cases it was covered with grass, and very good grass too.

349. What I want to know is, whether there was anything unfair in the Arbitrators' Court?—I think an arbitration should be a balance between two parties: the balance in this case was not equal; it was held on the side in favour of the lessee.

350. Do you mean to say they were not asked questions from the other point of view?—It appeared to me that Mr. Livingston did not bring that out from the evidence.

351. That is to say, by questions, in the manner of one who was protecting that side which he was supposed to represent?—Yes.

352. Do you mean as to the ability displayed?—I do not know whether it was ability or not; but he (Mr. Livingston) did not do anything. He did not attempt to do anything to show that the values were higher than that stated by the lessee.

353. Did you make any objection to his taking the evidence, or did the Natives offer any for their view of the matter?—No; they did not wish to give evidence.

354. Was the principal objection urged by yourself as to the manner in which the Court was being held?—No; we objected to the Act, which almost confiscated the property.

355. *Hon. the Chairman.*] Do you mean the Act of 1884 or the Act of 1887?—1887.

356. *Mr. Levi.*] Were the Natives represented by anybody—by any counsel?—No.

357. Did any of the Natives call any evidence?—I do not recollect that they called any evidence; they were called on to give evidence, but the evidence they gave was simply a protest against the value of the land put in by the lessees.

358. *Mr. Bell.*] The Court asked whether any one wished to give evidence; and, if so, whether they would come forward; then any one that liked came forward?—Yes; but the Natives did not give any evidence to show that they were willing to abide by the arbitration, or that they were willing to accept it.

359. *Mr. Levi.*] Do you know anything about Mr. Livingston?—I do not know anything against him. He is a man of integrity and honour. He is a great landed proprietor; but he is looked on as the friend of the lessees. I have nothing to say against him. He is a man of the highest integrity.

360. Does he dislike Maoris?—I think not.

361. *Mr. Peacock.*] How could he ask questions if the Natives would not come forward—if they would not volunteer to give evidence?—The Natives were present in Court: they gave evidence to show that the statements of the lessees were not correct.

362. *Mr. Levi.*] Do you know the state the holdings of the lessees were in at the time they took the leases?—I did in many instances know the land before.

363. In what parts?—In all the parts we have been talking about.

364. What parts are they?—Otoia for one part, Mr. Caverhill's place, and all these places. I know them all.

365. Do you know the condition they are in now?—Yes; I know them now.

366. Have you known them all along?—Yes; I have been in the district the whole of the time.

367. What improvements have been made by the lessees?—There have been some improvements, to enable them to get what they could out of the land. They have grass on most of the land; they have fenced it in many cases; and they have built houses on it.

368. Have they cleared?—In most cases they have done some clearing.

369. Then, that includes all the improvements—grassing, fencing, and clearing?—In some cases they have ploughed and cropped the land.

370. When were these improvements made?—They commenced to make them immediately after they took possession of the land, and they continued improving until the land was in a good condition for carrying stock.

371. Have any improvements been made of recent years?—I do not know that there have been any special improvements in the way of building. Ross had his house burnt down, and he built another on the land leased to him.

372. When was that?—About two years ago.

373. Was the new one better or worse than the old one?—I think it was something better.

374. Has there been any fencing done of late years?—In some cases there have been additional fences put up.

375. How long ago?—I could not say exactly.

376. About how long?—I do not know; they are often putting up fences; I cannot say.

377. *Mr. Pratt.*] Was the house that was burnt down insured?—I think it was.

378. *Mr. Levi.*] Do you know of any special improvements since the Act of 1887?—No; I do not know of any special improvements since the Act of 1887.

379. Since the Act of 1884?—I do not recollect any since 1884; nothing except the general improvement that is always going on—the ground getting into better condition. There have been lands ploughed, cropped, and again laid down in grass.

380. Any bush-clearing?—Yes; there has been a little bush-clearing.

381. How long ago?—They are always clearing a little bush about the place.

382. I wish to ask you a few questions as to the administration by the Public Trust Office in regard to these confirmed leases: has it been satisfactory in all respects?—Not in all respects. The Natives complain that the rents are not properly collected. There are some rents still in arrear—over four years in one instance; think in other instances there are arrears of over three years.

383. There are other reserves the rents of which are in arrears?—I believe so, but they are doing their best to get them in.

384. Are there any other matters in which you consider that the Public Trustee's administration has not been satisfactory?—The Natives also complain that the Trustee does not consult them about anything. I do not know that that is very much, but they do complain of that in regard to the Reserves Trustee. For myself, I think that he is most painstaking in regard to seeing that the Natives get their rents. I do not think he has made any mistakes as far as I know. I think myself the Natives themselves have no complaint to make in that particular.

385. Are you acquainted with any of the confirmed lessees?—Yes; I know them all.

386. Are you friendly with any of them?—Yes; I am on friendly terms with them since they came to the district. I believe I have offended many of them in taking up the stand I have in this matter, and they have "boycotted" me to a considerable extent.

387. Do you know anything of their attitude and feelings in reference to these arbitration awards under the Act of 1887?—No, I cannot say.

388. There are several other settlers in the district besides lessees of Native lands?—Yes; the district is full of settlers.

389. Do you know what they think of them? [*Mr. Bell objected to the question. Objection allowed.*]

390. As you know a great deal about the whole of these affairs, what, in your opinion, should be done for the better administration of these lands? [*Mr. Bell again objected.*]

Hon. the Chairman: I understood Mr. Levi to ask the witness his own opinion as a person concerned, being an executor under a certain will, and, therefore, virtually an owner. That being the case, his evidence on this point might be considered of value.

391. *Mr. Levi.*] What, in your opinion, should be done?—In the first place, the Natives desire what I think they should have—namely, that the whole of the work done by the Arbitration Court should be rescinded—that they should revert back to the original leases. That would be satisfactory to the Natives.

392. I want to know from you with regard to the administration by the Public Trustee?—There is considerable jealousy of the Public Trustee. They think, if there was a committee for the administration of the land, it would be an improvement, and be agreeable to the Natives.

393. *Hon. the Chairman.*] Do you mean Native or European?—Native, or Native and European.

394. *Mr. Peacock.*] Is that your opinion?—It is both mine and the opinion of the Natives.
395. You are satisfied their objections are reasonable as against the Public Trustee?—Yes; I think they are.
396. *Hon. the Chairman.*] Have you ever studied the regulations that have been made?—I have had them and seen them.
397. Do you know how the consent of the Natives was obtained?—No; it was never obtained; not that of any Native I know.
398. *Mr. Bell.*] Did they refuse to consent?—They always refused.
399. *Mr. Sinclair.*] You stated how the arbitration was conducted in reference to the Okahu cases?—Yes.
400. Was there any special clause as to the improvements to be effected?—I do not recollect the clauses.
401. Did this lease, so far as you can remember, contain a clause that the lessee was to effect certain improvements?—All the leases had that clause in them.
402. And that the improvements were to revert to the Natives at the expiry of the lease?—Yes.
403. Did the greater number of leases contain this clause or clauses?—Yes; I should say they were in all of them.
404. Was the will under which you acted drawn up by a solicitor?—Yes.
405. In Hawera?—Yes.
406. What was the state of the land in those two cases when it was taken by Mr. Caverhill?—It was partly fern, but mostly grass; the Natives were cutting grass-seed upon them every year.
407. Much or little?—A considerable quantity.
408. Do you remember what revenue they derived from this?—No; I could not state the number of bags they cut.
409. But you do know of their cutting a good deal of seed?—Yes.
410. Do you know anything of Mr. John Hislop's appointment as arbitrator?—Personally I do not know; I have heard.
411. You have stated that the Natives objected to the administration of the land by the Public Trustee: was that the action of the Natives throughout the whole district?—The Natives throughout the whole district are constantly objecting to what was done in that matter; but some Natives round Hawera—
412. Do you know why they are dissatisfied with the management by the Public Trustee?—Only what I state.
413. Because he did not consult them?—That is what they say.
414. You stated that there were certain Natives in the district without land who had to lease land from Europeans: do you mean the Natives in Okaiawa, who are leasing land from Europeans?—No.
415. Rangiwiheta and others?—There are some, but I do not know of my own knowledge.
416. Why do they lease from Europeans?—Because they are without land.
417. In some of those large reserves from Mokoia to Hawera one-fourth of the land is leased, taking in Whareroa Reserve?—It is rather more than that.
418. What is the balance of the land? Is it fit for occupation?—Some of it might be fit for occupation; it is bush mostly; it is broken, and lays back from the road.
419. Is that a sort of land suitable for occupation?—No.
420. Is there sufficient in the block left for cultivation?—Not merely for cultivation, but even for rearing stock they are unsuitable.
421. Is it not certain nobodies in the hapus have let the hapu lands—all the available land—and left not enough? [Mr. Bell objected, and Committee deliberated.]
422. *Mr. Rennell* (Reserves Trustee).] There is one clause in this petition which refers to the Reserves Trustee, and the action taken in regard to the confirmed leases; that clause must refer to me. I would, therefore, like to ask, Do you think that I should have consulted with the Natives on legal matters, such as suing, and the different nice points of law?—What I think they mean is that you should consult them when the rents are in arrear, and should advise them—talk to them about it.
423. Do you mean to say that I have not talked to them on these matters?—No; so far as I know you have been very explicit.
424. There is another point, as to the definition of interests—that is, defining each man's share. You were present at my meeting: were not the Natives there themselves?—Yes; most of the Natives.
425. Was what was done their own action or mine?—It was their action.
426. I simply confirmed what they did?—You heard what evidence they had to bring forward, and you confirmed it.
427. The Waitotara Natives adopted that plan?—Yes, precisely.
428. Do you think I could have adopted any other plan?—I do not think you could have adopted any other.
429. Do you think anything could be done more fair?—No.
430. Do you remember the meeting at Hukatere: you were present?—Yes.
431. Do you recollect my explaining the Act of 1887, and the regulations under it?—Yes.
432. Did I leave anything unexplained?—No; I think you explained it in full.
433. Did I not distribute the Act in Maori, and the regulations also in Maori?—Yes.
434. In conclusion, did I not invite questions from them on all matters which were not clear to them?—Yes; and they put questions to you on the matter.
435. *Dr. Fitchett.*] You say most of the Natives were present when Mr. Rennell took evidence

and distributed the Act of 1887 and the regulations under it. What I wish to know is whether all the Natives were there?—No; I do not think so.

436. Were the interests which were not there protected?—Yes.

437. *Mr. Peacock.*] Were they invited to be present?—Yes; they had notice.

438. I understood you to say that they preferred to have a committee of their own not because they could manage better, but because they liked it better?—I said I was not satisfied that they would manage better, but that they would be better satisfied.

439. *Hon. the Chairman.*] Was that your own opinion—that the management of the Natives would be better than the present administration?—It would be better, because more satisfactory to the Natives.

WEDNESDAY, 16TH JULY, 1890.

WILLIAM WILLIAMS, cross-examined by Mr. H. D. Bell.

440. I do not recollect who was with me at the interview with Sir Robert Stout. There were Maoris, but, I think, no Europeans. Mr. Hammond did not take part in the proceedings. Hammond was a missionary amongst the Natives. I do not know who persuaded them to take action. I have spoken to them about the Act which gives power to arbitrators to deal with the land. It is not a fact that the Maoris were persuaded by me, except to the extent that we consulted together. I did not instruct Mr. Sinclair. I went to the interview with Sir Robert Stout at Patea. Mr. Hammond was not present. The half-caste Stowell and Mr. Sinclair were present during part of the meeting; but I did not hear it recommended who should take the place of the Public Trustee. I simply suggested a committee or board of persons to be elected, and I did not suggest myself as one of the trustees. My name was suggested, but I did not approve or disapprove. It was not my act that the Maoris were not represented by arbitrators—represented by themselves. They themselves were opposed to arbitration. I gave them advice, but I am not sure whether I gave it before the speeches began. I do not deny that the Natives are acting on my advice in this matter. The Natives objected to Major Kemp as hostile to the Natives on the coast, but I have no knowledge why Major Kemp retired.

441. I did not advise the Natives to avoid the service of the notices; and I do not know that great expense and trouble was caused by the Natives avoiding service. I know that the Natives did not accept the services, but do not know whether they avoided them by getting out of the way. I was present at the meeting at Hukatere, and Mr. Rennall produced the notices at that meeting. The Natives cleared out. The Natives there did not accept the notices. I believe they left to avoid the services.

442. I have been on the coast for nearly fifty years. I was originally a blacksmith, at Wanganui, the Hutt, and Patea. I have land on the coast—two or three hundred acres, from Europeans. I carried on my trade till sixteen or seventeen years ago.

443. I was a land-purchase agent for the Government when I bought my present place at Stratford. The place comprises thirty or forty acres. I was farming while an agent for the Government—at least, for a portion of the time. I had always something on hand.

444. I am competent to speak about values of land. I paid up to 15s. an acre five or six years ago on the banks of the Patea River, close to Patea.

445. The Waitotara Block was bought in the first instance for myself, and I then sold it to the Government. The first money paid to the Natives was my own private money; £14,000 was paid to the Natives. The first payment by the Government was made to me personally, on account of what I had advanced to the Natives.

446. *Hon. the Chairman.*] Advance. Is that term not subject to some misconception?—I first bought the land for myself, and then I sold it to the Government. I was employed by the Government to complete the purchases I had begun on my own account; and the money advanced by the Government was to cover the money I had paid to the Natives.

447. *By Mr. Bell.*] The last cheque was for £5,411; and it was paid over to the Natives, who returned it to me. This is the first time I have heard of a suggestion that I did not pay the money.

448. *By Mr. Bell.*] Then, there was the Kaitangiwhenua Block, of 90,000 acres, concerning which the Natives alleged, by petition, that you never paid any of the purchase-money?—I never knew of that petition. It is incorrect in every particular. I give a most emphatic denial to the statement that I had their money.

449. *By Mr. Bell.*] I did not get a renewal of my license as an interpreter. I did not know why it was not renewed. I did not know that a Committee of the House called the attention of the Government to the fact that I was a licensed interpreter. I was not aware that the report in 1886 *in re* the petition of Uruteangina and others was the reason why I did not get my license as an interpreter. I did not know of it until quite recently—until some time last year.

At this stage the witness obtained leave to make a personal explanation, which he made as follows: The purchase of the Kaitangiwhenua came about in this way: The Natives asked me to buy some land. I had money, and did not object, as I could get the land cheap. In some time I had purchased 200,000 acres. I made advances on the purchases, and bought the land in the name of W. Cowern. After I made the advances I had an idea that the Government should buy all Native lands; and I offered the land to the Government, if they liked to take it off my hands. I offered it to Sir George Grey and to Mr. Sheehan at the Waitara meeting. They afterwards agreed to take it, and said they would take the block. They also asked me if I would complete the purchase of Kaitangiwhenua, and I said I would if I were paid for what I had already done. I was then placed on the Government service as a land-purchase officer, and to do other things; and was to be paid about £1,000. I then went to Wellington, and got from the Government a cheque for £1,000,

which was to cover the expenses I had been at in buying from the Natives. I then went on with the purchase. I had to survey the block, and that took a long time. During that time I made advances to the Natives out of my own money, and became responsible for goods supplied to them by storekeepers. That might have been irregular, but I stipulated that if I bought the land I could buy it in my own way. I had that understanding with Mr. Sheehan and Sir George Grey. I went on with the purchase till the whole matter was complete. During that time I had several sums from the Government, and at the Land Court meeting at Waitotara I paid the whole of the money to the Natives. There was then due to me from the Government a balance of £5,000 odd for advances I had personally made to the Natives, and on account of what I had become responsible for to storekeepers on behalf of the Natives. I made a loss of £2,000 on that particular purchase.

450. *By Mr. Bell.*] I do not know how much I had in the bank. I did a large business. Before I received the £5,000 odd from the Government I had paid the Natives in money, and became responsible on their account for sums exceeding £7,000.

The witness resumed his personal statement as follows: At last, when the Land Court had made the award, and the money was paid to the Natives, I expected to get my money at once from the Government, and Mr. Bryce promised at Patea that I should get it. I then went with the prisoners to Lyttelton. Mr. Bryce then said it would be three months before the money would be paid. During that time the Government dispensed with my services, I having completed the whole purchase. Then Mr. Gill came up to Waitotara to pay this money, and I thought he would give the money to me; but he paid it to the Natives in the publichouse. When this had been done, Uruteangina said, "We now have got the cheque for the land, but it does not belong to us; it belongs to Williams." He then handed the cheque over to me. I thanked them, and the Natives lauded my actions. Then Uruteangina said the Natives would like to see their own money; and he suggested that I should take it back and let them see it, and afterwards go home with it. I agreed; but outside the place a Native advised me to take care, as there was a conspiracy amongst the Natives to pick up the money, and not to let me have it again. I thanked the Native, and then went home, very much troubled, for I had been anxious to keep my word to Uruteangina. As I said, I went home: I felt not well; the strain of matters had affected me considerably; and afterwards I cashed the cheque. Subsequently, other Natives came up to Patea, not to ask me to bring down the money, but to go through the accounts. I took the accounts down, and placed them before them, and when we got to the amount over the cheque, they got up and went away. I had vouchers for the amounts. I did not feel justified in doing otherwise than as I did. I feel that I acted justly and honestly; and I can bring evidence as to the truth of my statement.

451. *By Mr. Bell.*] Before that, I had on several occasions done the same thing. The Natives liked to see their money in one lump, just like children. Some of them were anxious to *muru* the money—to pounce upon it, and keep possession of it wrongfully.

452. I did make a composition with my creditors not long after I got the £5,000. I had paid the people who had given goods to the Natives; but could not say how much I gave in that way, and how much I kept to myself. I did not keep thousands. I have not the receipts for what I paid. I became bankrupt in order not to pay a certain debt. I did not owe the estate 20s. in the pound. I have since paid in full some of those who were not so paid at the time.

453. *By Mr. Peacock.*] Though in arranging the purchase I put in Cowern's name, yet, in dealing with Sir George Grey and Mr. Sheehan, I arranged as though it were in my own name. I had the land. I had put Cowern's name in in order to meet the difficulty caused by my being an interpreter. I did not think it was dishonest.

454. *Hon. Captain Kenny.*] Was the purchase completed by Williams before he made the offer to the Government?—Oh, no.

455. *By Mr. Bell.*] I gave the Natives 2s. 6d. an acre for the land, and the Government gave me £1,000 over and above the purchase-money. But I never got it; I did not bother about it.

456. *Hon. the Chairman.*] But why did you not claim the £1,000?—Oh! having been made a bankrupt, I let the matter slide.

457. *By Mr. Bell.*] The land had not been investigated by the Native Land Court at the time I began to negotiate with the Maoris. I suppose I acted illegally, and I was a licensed interpreter. Taurua's will was drawn up by Mr. Adams, solicitor. I was appointed executor. The Native Land Court recognised the will. I was not appointed successor. Taurua gave instructions through an interpreter, and I was named executor. I have not received the rents since Taurua's death. The person who was appointed successor by the Native Land Court got the rents. I proved the will and paid the debts. I got nothing under the will. I got the Natives to pay the debts. Ngairo's will was prepared by Mr. Hamerton, and I was appointed executor. It was not my wish that I should be executor, but I had been asked if I would act.

Mr. Bell said he would bring positive evidence as to the values, and evidence to meet that of the present witness.

458. *By Mr. Bell.*] Mr. Rennell spoke to me some time ago on the matter of Taurua's will, and threw some light upon it.

459. I have no copy of the written agreement with Ross; I do not know when I last saw it. I am telling the Committee what is according to my recollection.

460. *Hon. the Chairman.*] Will you tell the Committee whether you received an intimation from the Native Affairs Committee? Do we understand you to say that you had no opportunity of giving evidence?—Yes; I was never summoned. I was never aware of it in any way.

461. Did you never receive notice of your services being dispensed with as licensed interpreter?—I saw a *Gazette* notice, and I sent in for a renewal of my license. I do not remember what answer I got then. I am not sure that a word was said about the Committee not recommending its renewal.

In replying to Mr. Wilson, of the Public Trustee's Office, as to their being in the matter 160

Natives from whom it was impracticable to obtain a voice, witness said: I always thought there would be a difficulty there, but I also thought it would be got over. It was an idea, and nothing more.

462. *Mr. Levi.*] Did your advice about arbitration apply to all the Natives?—No; only to those Natives concerned in the confirmed leases. It had nothing to do with the Natives north of the Waingongoro.

THURSDAY, 17TH JULY, 1890.

NGARANGI KATITIA examined.

463. *Mr. Levi.*] What is your name?—Ngarangi Katitia.
 464. What hapu do you belong to?—Te Pukorokoro hapu.
 465. Is your name in the Crown grant for any of the West Coast reserves?—Yes.
 466. Which?—For Otauto Block.
 467. Any other?—I am also in a block called Patari.
 468. Any other?—I am also in another block called Haututu, bounded by one of the main roads.
 469. Any other?—I am also in a block called Hamua, near Hawera.
 470. Did you sign any of those leases which have been confirmed?—The first leases?
 471. The leases that have been confirmed?—I signed my name to some of them.
 472. Which ones?—Ross's, of Otauto, was the first block I signed my name to.
 473. To whom was that leased?—Alfred Gower. George Gower is at present occupying.
 474. Did you sign any other?—Yes; I signed the lease to another block called Haututu.
 475. To whom?—To a man named Benton: Alfred Symes is the present owner.
 476. How were the rents of these lands fixed?—The Europeans, who first leased the lands, said we must only charge a small amount for rent, so that they could make something out of the land; that they would return the land to the Natives with all the improvements on it when the lease expired.
 477. Did you accept a low rental, then, on that account?—Yes; we arranged that every five years, or seven years in some of the leases, the rent was to be increased. When the Natives leased the land they did so with the idea that all the improvements left by the lessees would be given up to them.
 478. Take Ross's lease, what was the condition of the block Otauto when it was originally leased?—Part of it was in grass, part in bush, and part in fern. European cattle and horses were grazing on it at the time.
 479. How much of it was in grass?—If I had a plan I would be able to point out to you what portion was in grass, but I cannot say how many acres there were.
 480. Was there a large or a small part in grass?—Most of it was in grass; some places there was fern, in other places fern and grass growing together; some places there was no grass at all.
 481. What improvements have been made since the lease?—Fences have been put up on it; a wool-shed and a house have been put on it; also a bull-shed and stock-yards, and a sheep-dip and dam. It was Dasent who built the wool-shed and dip, and put up some of the fences.
 482. Was there any grassing done by the lessees?—Those places where there was only fern were burnt off by the lessees and grass was sown.
 483. Any bush cleared?—They did cut down some bush, but it was not very extensive—it was light bush they cut down.
 484. How long ago was the fencing done?—I think they commenced erecting fences in the year 1876. The first man that leased that block was Captain Blake; then afterwards John Ross occupied it. It was let to another man named Dacent—that is, Blake first occupied; he leased to his shepherd, Ross; then Ross leased to Dasent; and after that Ross leased and got possession again.
 485. Have any fences been erected of late years?—There was a fence put up lately to fence off a paddock of wheat.
 486. Was it a long fence?—No, it was not a very long line of fence; the piece put under crop was about 90 acres.
 487. How long ago was this?—It was the year before last. He then sublet it to Blake and Edward Derrett for 17s. 6d. an acre to crop. They finished off this year.
 488. How long ago was the house built?—The house was built two or three years after the lease was taken. Then it was burnt, and another house was built. It was about three years ago that the new house was built.
 489. Was it a bigger house?—No, it was the same size; all these improvements were made since 1878.
 490. When was the bush cleared?—I do not know what year it was cut down, but it has been cut down several years.
 491. More than six years?—I think it is more than six years since it was cut down.
 492. Do you know whether Ross is subleasing any portion of the place?—Yes; he has leased to Edward Derrett at 17s. 6d. an acre; that was for a second crop of oats.
 493. How much land was it?—Ninety acres; Ross also cultivated over 30 acres, outside of these 90 acres.
 494. Do you know of any offers made to the Natives for Ross's land before he had it?—Yes; J. Southby made an offer. He leased a piece of land about the time the Natives were taken prisoners to Otago. He owed the Natives £1,000, but he did not pay it. When they—the Maoris—came back to Otauto he offered to lease the land at 5s. an acre, and to give them the £1,000; but we did not agree to that.

495. Have they had any offers more recently?—Another man named Bremer made an offer.
496. Where does Bremer live?—He is living alongside Ross's lease.
497. How much did he offer?—He told us that if we would lease to him he would give us 10s. an acre for this block of land called Otauto.
498. When was that?—About four years ago.
499. Does William Gower hold a lease?—Yes; he holds two leases.
500. Did you know these properties at the time they were leased originally?—Yes; we were residing on those pieces of land.
501. What was the condition of them at that time?—Some portion was in fern, some in timber, some in grass.
502. What improvements have been made since?—He cut down some forest, but the greater part of the forest is still standing; he put up a fence on one-half of one boundary-line, and over the whole boundary alongside the road: I could point it out better on a plan. I have a plan here. [Produced map, and pointed out boundaries, &c.] The whole of one portion was in grass and fern together; another portion was bush; another portion was forest. Gower also bought a piece of land outside this boundary shown on this plan.
503. Do you call Waipuna a portion of Otauto?
- Hon. the Chairman*: Which is that—No. 43, which contains 75 acres; or No. 44, which contains 165 acres?
504. *Mr. Levi*.] No. 44. Will the witness describe it?—There was about 85 acres in bush; then there were 5 acres struck off for a cemetery. It was arranged that he was to pay 4s. 6d. for the bush part; for the open land, 5s. 6d. But the 5 acres that were struck off as a cemetery he has taken possession of. He found out that the portion struck off for a cemetery was in his lease. We told him that all we agreed to lease him was 160 acres. That was all there was in the piece, besides these 5 acres for a cemetery. We were only receiving rent for the 160 acres, although he was in possession of the other 5 acres. Afterwards he said he would give us 10s. an acre for these 5 acres. He paid that one year, but he did not pay any more down to the present. He fenced this portion in order to crop it, leaving the remainder for grazing purposes.
505. Were there any other improvements?—None further than what I have mentioned, only he saved a little grass. When he cut the bush down he put in a crop; then he ploughed and laid it down in grass.
506. Any house on it?—No; there was no house on it.
507. Had he any other lease from a European?—There was a European residing on it. That European was a cripple—that is, he had no hands: his hands were cut off. He wished to lease. His cattle were grazing on it. He offered to lease it from the Natives; but Gower told them not to let him have it, as he had no hands to pay the rent with.
508. How much did the crippled man offer?—He said he would pay 5s. an acre, the same as Gower offered. He left two head of cattle on account of the rent.
509. When did the European without hands make that offer?—It was before Gower made any offer for the land. This crippled man lived in a small whare there which we had built.
510. Do you know about William Gower's other property?—I know another piece called Oturangatuhia.
511. Is that leased from the Maoris?—Yes; a Native named Pawhare and some others leased it to this European.
512. Do you know the place well?—Yes.
513. *Mr. Peacock*.] Is this other place No. 43?—Yes.
514. *Mr. Levi*.] What is the state of it?—Some portion has grass on it, a portion has fern.
515. Has he done anything with it?—He ploughed it up and put it in wheat; it was only a small portion that he did not put under crop; the greatest portion was put in wheat and oats.
516. There is no house on it?—There is only one line of fence, which is the fence on one side of the river. We enclosed the piece he put into wheat and oats. Allington, a European, also offered us 10s. an acre for this land; so Gower gave us 12s.
517. Do you know George Gower?—Yes.
518. How many leases has George Gower?—Two—the name of one is Matukuroa; Patari is the other.
519. What was the condition of Matukuroa when George Gower leased it?—It was about the same as the others—a portion in grass, a portion in fern, and a portion in forest.
520. What improvements have been made on Matukuroa?—There is a weatherboard house on it, a sheep-dip, a stable, and fences.
521. When were these put up?—The buildings were put up by the first lessee—by Alfred Gower.
522. How long ago is that?—I think all these buildings were put up about four years after he took the lease. He was about getting married.
523. When was the fencing put up?—They were put up prior to the buildings being erected.
524. Are there any improvements on it?—Yes; he cut down forest, and where he cut down the forest he put in grass.
525. Now, take Patari: what condition was that in when it was leased?—It was in about the same condition as the others: a large portion was sown with grass just before the lease; other portions were growing grass.
526. What improvements have there been since?—There have been two short lines of fences put up. A portion of the bush was cut down and sown with grass.
527. Any building on it?—No.
528. How long ago were these improvements made?—I think, about four years ago, and some were made before. There were improvements made on the part bordering on the river.

529. What improvements were they?—He cut down forest. I do not think it amounted to 40 acres what he cut down: that is all the improvements I know of that have been done of late—that is, within four years.

530. Have the Natives had any offer at any time for this land?—Yes; Sir Dillon Bell offered to lease it from them.

531. At what time?—At the time Alfred Gower was in possession. I think he might have been in possession for six or seven years when Sir Dillon Bell made the offer.

532. Do you not remember what year it was?—No, I do not remember the year.

533. How much did he offer?—He said if we would extend the lease six years he would give us 9s. 6d. an acre.

534. That was six years after Gower's lease?—I think it might have been five or six years after Gower was in possession; I am not certain which.

535. *Mr. Peacock.*] What rent was Gower paying during these five or six years?—He was paying 6s. 6d.; but for the first few years he was paying 5s. an acre.

536. Were you present when Sir Dillon Bell made the offer?—It was to myself and Komene Takurangi that he made the offer. He told us not to let any one else have this land, and that he would give us £10 earnest money.

537. Did he give you the £10?—Yes, we took it. We agreed to let him have it.

538. Was Alfred Gower present when this offer was made by Sir Dillon Bell?—No, he was not present; but Sir Dillon Bell said that he had seen Alfred Gower first, and he afterwards came and saw us.

539. *Mr. Levi.*] Then, Albert Symes?

Hon. the Chairman: Which is that—No. 16 or No. 17?

540. *Mr. Levi.*] No. 17. What was the condition of No. 17 at that time?—It was about in the same position as these others I have spoken of—part bush, part grass, and part fern.

541. What improvements have been made since?—A house has been built on it.

542. What kind of house?—A weatherboard house.

543. When was it built?—I think it was built about two years after he obtained the lease.

544. What other improvements?—He put up fences; he ploughed up the whole of it—at least, I should have said, he ploughed up all the open land; portion of it was in forest. He subdivided it into paddocks for different crops—for turnips, oats, and so forth.

545. Have any of these improvements been made during the last six years?—He put a portion of rape in last autumn and some portion in wheat.

546. Any fencing?—I am not quite clear whether any fencing has been done lately or not; but I know that some cross-fences were put up prior to that. I am not able to say how long ago since the last improvements were made in regard to fencing.

547. What is the condition of Walter Symes's piece?—About in the same condition as all the others—grass, bush, and fern.

548. What improvements are on it?—He put a house on it and some fences.

549. When? Has it been more than six years ago?—I cannot say exactly; but it is more than six years ago.

550. Do you know about Newland's lease (No. 12)?—I have not explained the whole matter to you as regards Symes's lease. He offered us £50 to give him a new lease, but we would not agree to this offer. All he proposed to give us was £50, and 5s. an acre.

551. Was that for renewal?—Yes, it was for renewal; he had only two years of his lease to run.

552. When was that?—The time that Mr. Rennell was acting in the capacity he is acting in; perhaps three years ago. When we would not accept his offer Symes said he had a mind to strike Taurua, because Taurua would not lease the land to him. He said he was very angry; and it would not take him much to have struck and punched him too. Mr. Rennell saw this quarrel: he was present.

553. Well, now, take Newland's: what condition was that place in?—About in the same condition as the others.

554. What improvements were made by Newland?—He has put up boundary-lines of fencing. He has also put in subdivision fences for paddocks to grow oats, wheat, and so forth. He has a piece of land of his own alongside this leased land. He has built a house on our piece of land.

555. When were the fences put up?—They have been put up several years.

556. More or less than six years?—Yes; more than six years. He put up fences as soon as he obtained the lease.

557. Any other improvements?—These are all the improvements that I know of.

558. Did you get notice asking you to appoint an arbitrator in connection with these leases?—Yes; I did receive notice in the English language, and, of course, I did not understand what was meant. But some Europeans told me there was going to be an Arbitration Court held—that the Natives would have to go there. I went and made our objections known to the Court.

559. Why did you not appoint an arbitrator?—Because we did not care about renewing the leases, as some of our people had no land to live on, and those who had land were obliged to give them some to cultivate and live on. I informed Mr. Rennell and Mr. Williams of this.

560. Had they any other reason for not appointing an arbitrator?—Yes; owing to the length of time since receiving our rents from the Public Trustee. I came here in 1887, and made my objections on the same score, but the House took no notice of it, though I brought a petition.

561. Did you attend the Arbitrators' Court?—I informed the Court that we would not agree to give new leases—that we would not make any arrangement about rents, because the Natives objected to give new leases.

562. Did you give any evidence?—Yes.

563. To what effect?—I gave a good deal of evidence, but the greater part of it I have forgotten at the present time. I told them this much: that there were some Natives without. I told them of this piece of land which I have described on the plan.

564. Did you give any evidence as to the value of the land, either as regards rent or to sell—I mean the land in respect to which they were arbitrating?—Yes. I gave evidence as to that. I told them I thought some of the land was worth £12 an acre; that a portion of it was worth £9 an acre; and some portion was worth £7 an acre.

565. Were you asked any questions as to rental and value?—No; there was no question of that kind put to me. You have prevented me giving my evidence on Ross's land (No. 40). When we first leased Otauto to Ross we supposed that we were leasing 1,000 acres, but when the Arbitration Court came to arbitrate on the matter it was found that he had 349 acres more.

566. *Mr. Wilson* (Public Trustee's Office).] There must be some error, for, if that were so, it would appear on the survey?—The land was surveyed by Ross and ourselves, but he would not let us see what the acreage amounted to.

567. *Mr. Levi*.] When this piece of land was surveyed, was it arranged that there should be an exchange of any portions of it?—We persisted in asking Ross to let us see what was the acreage of this piece of land, but he said it was a little over 50 acres.

568. Which piece of land?—Otautu.

569. Was it Otauto?—There were 52 acres which we reserved for our own occupation. He told us that the excess of acreage was very little more than we agreed to lease, and that we might keep the 50 acres. There were surveys made of the land, he to pay half the cost of the surveys, and we the other half. We paid our half. We told him that he could pay our half out of the rental, and pay the whole sum to the surveyor himself.

570. Was it part of this, or was it out of another block?—It was outside the 300 acres. It was only when we took the case before the arbitrator that the agreement appeared to be in Taurua's name, and we asked how it was that Taurua's name alone appeared.

571. *Mr. Peacock*.] If the agreement was only for 50 acres, was it to be 50 acres in lieu of 50 acres out of another part?—That was what we wanted; if they had agreed to that we would have been satisfied. We did not care whether it would have been 56 acres more or less.

572. *Hon. Captain Kenny*.] Who instructed the surveyor to measure the land?— We instructed him to survey the land, for we thought the land was in excess of the quantity we leased.

573. Did not the surveyor report the quantity of the land to the Natives?—No; Taurua and myself asked him, but he would not tell us.

574. How did you allow him, then, to be paid out of the rental?—We told Ross that we would pay half and he should pay the other, but he was to pay the whole amount over to the surveyor. I suppose the surveyor thought Ross was paying the whole amount himself.

575. The Natives, as I understand, had employed the surveyor: how could they suppose that Ross was to pay the surveyor?—We instructed the surveyor to cut off 116 acres. He informed us about that, but when he came to cut off a larger portion he would not tell us what was the acreage. The surveyor found that in cutting off this small piece there would not be 1,000 acres left. That, I think, is how the dispute arose. What I stated was that, after striking off this portion for ourselves, we thought that the portion left was more than 1,000 acres; but when the surveyor surveyed the land he would not tell us anything about this. Ross himself told us that it was very little more than 1,000 acres—about 1,050.

576. *Mr. Bell*.] What was the date of that?—1882.

577. Where was Ross when he said that?—He was in the township of Patea.

578. *Hon. Captain Kenny*.] Was it Ross or the surveyor that made the statement that there was very little more than the 1,000 acres?—Ross.

579. Were you satisfied with Ross's assurance to that effect?—I thought he was telling us the truth when he said there were 1,050 acres; but, as to an agreement, there was no agreement made between the tribe and Mr. Ross.

580. When the next rent was paid, was half the cost of the survey deducted by Mr. Ross?—Yes.

581. I understood just now that you only discovered the discrepancy between the actual acreage and the statement of Ross when the Court sat?—Yes; on seeing the plan of the place.

582. Had you detected the incorrectness of his statement, would you have objected to any payment being made on your behalf to the surveyor?—Yes, we should have objected.

Mr. Bell: The witness says there was no agreement, but there was an agreement.

583. *Mr. Levi*.] Where was it in Patea that Ross spoke to you and your people?—It was in some room in a publichouse. Taurua and I went to interview him about this piece of land. On one occasion it was only Taurua himself that went; on another occasion it was myself, Taurua, and Paraeroa. We interviewed Mr. Speer, the surveyor, about the survey. He told us he had no occasion to tell us what the acreage was—that he would leave that to Ross.

584. Speer was the surveyor?—Yes.

585. *Hon. Mr. Hislop*.] Will you tell us whether this conversation was in English or in Maori?—Ross understands Maori well.

586. Was it in Maori?—Yes, it was in Maori.

587. *Mr. Levi*.] What complaint have you to make (if any) against the administration by the Public Trustee's Office?—We complain of the rent on some of the leases being outstanding, unpaid, for a long period—in some cases, for three years past; that we have not received any rent.

588. Is that all?—Yes, that is all.

589. *Mr. Rennell* (Reserves Trustee).] Will you state the particular rents which you say have not been collected?—Newland has not paid any rent for the last two years; George Gower has

not paid any for seventeen months; William Gower has not paid his rent for more than twelve months.

590. Any other?—For Putahi; we have not received the rent for that—Walter Symes's, No. 16.

591. Any other?—I have heard also that the rent for a piece of land called Manutahi had not been paid.

592. What is the name of the lessee?—I have forgotten his name at present. Have heard his name, but I have forgotten it at the present time.

593. You say, then, that you received the notice, but you did not know what it meant. Do you recollect a meeting being held where there were two hundred Natives present?—I recollect a meeting at Hukatere, but there was not one hundred Natives present. That is where I stated the objection we had to the new leases.

594. Was Mr. Williams present?—Yes, he was.

595. What rent do you suppose that Mr. Walter Symes still owes?—I could not say just now, but I would be able to tell you on seeing the lease.

596. Did I explain to the Natives that these lessees claimed to pay under the awards, and that that caused a great deal of bother in these cases?—I do not know whether the delay was caused by the Europeans claiming to pay under the awards.

597. I do not say it is the cause, but do you not know that I carefully explained the whole of this matter to you?—All you told me was that Gower had paid his rent.

598. Did I not take papers with me every time I went to Patea explanatory of the whole of this matter, and how these cases stand?—I do not know anything about it.

599. *Hon. the Chairman.*] When you say that the European lessees had not paid their rents, do you mean that they had not paid them, or that the Natives did not know the lessees had paid the rent at the Trustee's office?—I mean that they have not been paid to us personally. When we asked Mr. Rennell he told us the money had not been paid to him.

600. *Mr. Rennell.*] Take the Otautu Reserve: do you know that there is money in my hands, and that you and your people refused to take that money?—We wish this case to be over first, then we will take the money.

601. What is the reason?—This is the reason—"what we are at now." We wish to have matters settled by Parliament. When that is done we will take the money.

602. Why did you receive Ross's rent, and not Gower's?—Because it is about the same amount that we received formerly—it amounted to about the same rental that we received under the old leases.

603. Did you not refuse to receive it because it was rent paid for a new lease under the award (Gower's case)?—I objected to it because we were receiving so little under the arbitrators' awards.

604. Was the reason you refused to take it because it was rent under the new lease?—I objected to take it because it was so small in amount. I wanted the same amount as was paid under the old leases.

605. *Mr. Peacock.*] Why do you blame the Trustee for not paying Gower's rent, when the Trustee actually offered it? Did you say you would not take it?—I said that George Gower had not paid his rent for more than twelve months.

606. And W. and S. Gower for more than a year?—I say that it is more than twelve months since we received rent from W. Gower; I do say that I have not received the rent for that land.

607. Why do you complain of not receiving the rent, seeing that Mr. Rennell says he offered it to you?—William Gower's has been paid, but George Gower's has not been paid at all.

608. But why should you blame the Reserves Trustee for not giving you that which you refused to take?—It was owing to the smallness of the amount that I objected to take it from the Public Trustee.

609. *Mr. Sinclair.*] Were you at the meeting at Ngatiki?—Yes.

610. Do you remember the form of the petition being discussed?—Yes.

611. Do you remember it being referred to a committee?—Yes.

612. And the committee making sundry alterations in it?—Yes.

613. Are the words mentioned in this brief [brief handed to witness] the final alterations?—Yes.

614. Were you on the committee?—Yes.

615. Was that a representative meeting of the whole district?—There were two representative committees—one at Patea, and one at Ngatiki.

616. And both were represented at this meeting?—Yes.

617. You had grievances against the Public Trustee before going to that meeting?—Yes.

618. Were they grievances of long standing, or had they only existed for a short period?—We considered that the grievances commenced about the time Mr. Rennell took office, as we did not care about renewing our leases when the original leases expired.

619. Up to the present time?—Yes.

620. Do you know whether it was suggested at that meeting that I should take Mr. Rennell's place?—No; I did not hear anything of that at all; all I heard was that people should say you were to conduct the Bill and the petition through the House.

621. That I should act as their solicitor?—Yes; for the Bill, and for the petition also.

622. Will you give us a general outline of the wishes of that meeting?—They are expressed in that petition.

623. The printed petition?—Yes; they all agreed to that.

624. *Mr. Bell.*] Do you talk English, Ngarangi?—No.

625. Can you not read and write English?—No.

626. You can read English?—No.

627. Can you not talk and understand English?—I know some sentences in English ; I do not understand the English language.

628. Can you not read and write it?—I can read and write Maori.

629. Can you not read an English book?—No ; I cannot manage it.

630. You cannot understand it?—No.

631. Do you mean to say you did not understand the English notice that you got?—I did not understand a word in the notice I received.

632. Did you try to?—I took it to a European, and asked him to inform me what it contained.

633. Did he tell you?—Yes ; he told me it was to go before the Court to be held at Hawera on the 17th.

634. Then, you went to a European, and he told you what was in it?—I went to a European, and he told me that I would have to appear before the Court at Hawera on the 17th ; but that European did not tell me any further information that it contained.

635. You did not ask him?—The European was named Coffey.

636. Can he talk Maori?—Yes, well ; very well. I asked him about it, but he ran away, for some women had got sticks in their hands to hammer him with.

637. Then, they flew at the gentleman who was giving notice to the people?—I did not strike him, nor offer to strike him ; but I asked him to explain what the notice was, and he bolted away.

638. And the women after him with sticks?—They merely held up their sticks in their hands, and away he ran.

639. You were at the meeting at Hukatere?—Yes.

640. Do you remember when the meeting was finished?—Yes.

641. You remember Mr. Rennell producing a number of notices?—Yes.

642. What did you do?—We did not understand what the notices contained, but he told us that we would have to appoint an arbitrator. I told Mr. Rennell that we did not want to renew the leases, and therefore there was no object in our appointing an arbitrator.

643. Did you go to get copies?—He just threw some copies inside the house. He scattered them outside in the front yard.

644. Who scattered them? I want you, Ngarangi, to be particular about this, and to answer me carefully?—I am telling the truth ; I was there present. I was one of the spokesmen at the meeting.

645. Did they not all run away from the meeting in order to avoid getting the notices?—I did not say that the Natives ran away. After we finished our meeting some of us returned to our own homes.

646. This is a serious matter. I am trying to test your accuracy on other points by this. Now, is it not a fact that the Natives at that meeting, all of them, ran away from the meeting in order to avoid service of the notices ; and did not you advise them to do so?—No ; I did nothing of the kind.

647. Do you say that the Natives did nothing of the kind?—I merely acted as spokesman for the whole of the people. I told Rennell that the people did not approve of the arbitration.

648. I ask you again, did not the Natives run away from that meeting for the purpose of avoiding the service of the notices upon them?—I have stated that some people belonging to the place remained there ; others that had not homes there went away. I do not say that they ran away.

649. You say they did not run away from the meeting?—Yes.

650. How old are you?—I could not tell you how old I am.

651. You are a half-caste?—Yes.

652. Cannot you tell me when you were born—in what year?—I could not tell you, because my father was killed during a fight with the Hauhaus.

653. Where was the fight?—In Patea. My father went on behalf of the Government to take a message of peace to the pa. It was during General Cameron's expedition. I was quite an infant at the time.

654. You were quite an infant, were you?—Yes ; but I could walk about.

655. Were you one or two years old?—I could not say whether I was two years old, or whether I was more or less.

656. Do you know when the Natives arranged with Ross : what year that was?—I know the year of the first agreement with Blake. It was either the year of 1874 or 1875.

657. What year was it you had the agreement with Ross about the 50 acres—when you first agreed with him?—We did not make any agreement ; when we appeared before the arbitrators, we then saw the agreement.

658. It was not brought before him?—No.

659. It was brought before Mr. Mackay?—No ; Mr. Mackay never came there. I heard that Mr. Mackay was at Hawera, or somewhere else, and then went off on his own track.

660. You say you took a leading part in the arrangement with Ross?—No ; I said I had nothing to do with making the agreement, for I never knew what the acreage was that I could have made an agreement upon.

661. You admit that it was Taurua that made the agreement?—The objection I made was this : I told Ross that I did not know that Taurua had made an agreement at all. I did not believe that Taurua had made any agreement. I thought that Ross made it himself.

662. When Taurua was alive, would he have allowed you to have anything to do with this land?—Yes ; Taurua was alive in 1887, and he allowed me to bring that petition in connection with the leases.

663. When did Taurua die?—I think it was in the year 1888.

664. Are you one of the persons named in Taurua's will?—No.

665. You do not succeed to any of Taurua's interest?—No ; I have no interest in it at all.

666. Were you in the Native Land Court when the appointment of successors to Taurua was made?—Yes; I was present.

667. Do you know who applied to be appointed successors?—Yes.

668. Did Mr. Williams apply?—No; Williams had not arrived there at that time, but some of the younger relatives of Taurua applied—his younger brother applied.

669. Did Williams apply to be appointed?—Yes; I heard that he had the administration of Taurua's will.

670. Do you trust Williams?—I had nothing to do with him; he was conducting matters for other persons.

671. I mean generally: do you trust Williams generally?—I believe myself he would be honest in some transactions, but I would not trust him in every transaction.

672. Do you know that he witnessed the agreement between Ross and Taurua about this acreage?—Yes; I did hear that he was a witness.

673. Why did you not ask Williams about it, if you knew that he was a witness?—I did speak to Williams about it.

674. You thought if Williams witnessed it it would be all right, did you?—No; I have already stated that I did not approve of it, because there was only one name in the paper; there were seventeen in the grant, and one man's name only in that agreement.

FRIDAY, 18TH JULY, 1890.

WIREMU NGAPAKI TE PURUKORA, of Whenuakura, examined.

675. *Mr. Levi.*] What tribe do you belong to?—Te Pukorokoro.

676. What position do you hold in the tribe?—I take part in the deliberations of the people; I am a director of the people; I sometimes act as their spokesman or delegate.

677. Are you in any of the Crown grants of the Native reserves?—Yes.

678. Are you joined in any leases?—Yes.

679. Do you take any prominent part in dealing with Native reserves?—Yes.

680. How long have you taken a prominent part?—I commenced to take an active part in these matters in 1873.

681. What leases did you sign to Europeans?—I signed four, one of which expired last year.

682. Tell us about the other three?—One was a lease to Pennington: it is now in the possession of Symes.

683. Which Symes?—Albert Symes (No. 17).

684. Any other?—Another is Walter Symes (No. 16). The other is William Wilson.

685. The fourth or remaining one?—That was a lease to Aksup; that is the one that has expired.

686. Do you remember the negotiations for these leases?—It is very long ago. I remember some of the negotiations; some of them I have forgotten.

687. Do you remember how the rents were fixed?—I know that with regard to Albert Symes we fixed it at 4s. an acre for the first period.

688. Did they consider that at the time a high or a low rent?—We thought that was a good rent, considering the improvements.

689. What do you mean by considering the improvements?—Because we understood that the Natives were to have the sole benefit of the improvements at the expiry of each lease.

690. Did that apply to all these leases?—In my opinion, that element was considered to be in all these leases.

691. What was the condition of Albert Symes's place at the time it was leased?—It was a very fertile piece of land; we had cultivated it from childhood: I myself had done so.

692. What had you done to it when you leased it?—We had felled and cleared some bush; we had planted potatoes; and sown grass-seed.

693. Had you any bush on it at the time?—Yes, there was bush on a portion of it.

694. What improvements have been made on the land since it was leased?—Certain fences have been erected.

695. What fences are they—furze-hedges?—Yes. There are some instances of wire-fencing, I believe, put up.

696. Have there been both boundary and dividing fences?—The side fronting the road has been fenced; the other portion has a river boundary, but there have been subdivision fences erected.

697. Have any of these fences been erected within the last six years?—All the furze-hedges were planted more than six years ago; but one wire fence has been erected within the last six years—within the last year.

698. What time last year?—I cannot state the month, but I know it was put up ("built") last year.

699. Was that before or after the arbitrators sat?—It was just about the time that the arbitrators sat.

700. What is the length of this wire fence?—I should think it is about 30 chains in length.

701. How many wires in it?—Seven.

702. Are there other improvements that were made in the land since, besides the fencing?—There are two houses on the land.

703. What kind of houses?—One is a shed, the other has been used as a dwelling-house; but I will explain about these houses: the dwelling-house was built by the first occupant; it has recently been added to by the present lessee.

704. When was it added to?—Some time previous to Sir William Fox going to the district. It was added to several years before Sir William Fox sat in the district as Commissioner.

705. Any other improvements?—The European has ploughed the land—that is, portions of it—and sown wheat.

706. Anything else?—No.

707. What was the condition of the land when Walter Symes had his?—When he got the land one portion of it was covered with grass—that is, wherever the Natives had before cultivated it.

708. What improvements have been made since?—He has built a house on it and erected fences.

709. When did he build the house?—Perhaps it was twelve years ago.

710. When were the fences erected?—About the same time.

711. Are there any other improvements on Walter's land?—The Whenuakura River is the principal boundary of the land, so that there is not much fencing required. The lessee has also sown wheat and turnips.

712. And grass?—Yes; he has laid down a portion in grass, and he has cleared a portion of the light scrub.

713. Has he done any of those improvements during the last six years?—The year before last he cleared an acre or two of light scrub.

714. Was all the rest done before the last six years?—All the other improvements were made more than six years ago.

715. Did any other people make offers for a renewal lease besides these lessees?—Yes; there were some overtures made to us.

716. What were those overtures?—Walter Symes offered us a bonus of £50 and 5s. an acre for a renewal of the lease. I should tell you about this: when we held a meeting to discuss the proposal of this European he gave us £4, which we divided with Taurua.

717. What was the money given for?—I will tell you in a minute why the money was given. At the conclusion, when this European found that we would not accept the terms he offered—namely, 5s. an acre and £50 bonus—he made a demand for this £4 he had given us. We returned it to him.

718. Was there any mention of improvements in these proposed renewals?—The European told us that the whole of the improvements, including houses, were to revert absolutely to us, the owners of the land, at the expiry of the lease. I think a clause to that effect was put in the lease.

719. *Dr. Fitchett.*] I want to know whether in the new lease an offer was made of 5s. an acre and £50 bonus. Who was to get the improvements?—There was no discussion as to who was to get the improvements, because we told him at once that we would not accept £50 bonus or 5s. an acre.

720. Now, with regard to the other Symes: had you another offer from him for renewal?—Albert Symes did make an offer to us with regard to the renewal. He asked us to give him a renewal for seven years.

721. Did he make any offer of land?—He did not fix the acreage rate; he simply offered us £90 a year.

722. Did not you accept that?—He also proposed to give us a bonus of £50. We accepted his terms, and gave him a renewal of the lease, the first time being for twelve years, and the second for seven years. Of course, the first lease was granted to Pennington, who had assigned to Symes.

723. When was that?—It was perhaps eight or nine years ago that he gave him this renewal. The seven years' renewal has not yet expired.

724. When will the seven years' renewal expire?—I think there are three years to run. The first lease was given in 1874: that would remain in force till 1886. Then the seven years' renewal would carry it on till 1893, not counting the years inclusive.

725. Did you get a notice calling on you to appoint arbitrators?—I received no notice, but I heard of some such notices having been given.

726. Did you appoint an arbitrator?—No, I did not.

727. Why did you not?—Because I was told that these men would grant a renewal of the lease for thirty years.

728. Did you attend the Court?—I did, at Patea.

729. What did you believe to be the object of the Court being held?—I heard that the object of the Arbitration Court was to grant leases for thirty years over all the Native land.

730. Were you told that the Court was only to fix rents of leases which had already been agreed to be granted?—I never knew clearly what the duties of the arbitrators were to be. The notices that were given to the people were not written in Maori, but one day that the Court sat I heard that it was to grant leases.

731. Do you know that the duty of arbitrators was to fix rents?—I do not know that the arbitrators were to fix the rents. I did not know that that was their duty.

732. Then, what did you think was their duty? I thought that the action of the arbitrators meant simply robbing us of the land—simply confiscation.

733. Do they say whether the leases would or would not be renewed?—I do not know that they had power to grant renewals, or to refuse them. Seeing that they would not listen to any of our objections, it was not clear to me what their powers were.

734. You say they would not listen to any of your objections?—Seeing that they would not listen to our objections, I did not understand what their powers were.

735. What did you do there?—I stood up in the Court and protested against the leases being renewed.

736. Did you give evidence?—Yes, I spoke; I gave evidence.

737. Were you asked questions as to the value of the land?—No.

738. Any questions asked as to the full rent or the renting-value of the land?—No such question was asked me, but a question of that nature was asked of some of my companions.

739. Have you any complaint to make about the administration by the Public Trustee?—I blame the Public Trustee for his inability to collect the rents that are due to us for our land.

740. What rents were they?—Walter Symes has not paid for a year. I believe it is a year since he paid. There are many others whose rents are due, but whose names I do not recollect.

741. You mean that you had not received Walter Symes's rent?—That has not been paid to us for about a year.

TUTANGI WAIOMI examined.

742. *Mr. Levi.*] What tribe do you belong to?—I belong to the Ngatiruanui hapu.

743. Where do you live?—At Otoia, near Patea.

744. What position do you hold?—I am one of the representatives of my tribe—one of the directors of the tribe.

745. What Crown grants of Native reserves are you in?—I am in the Crown grant for Otoia.

746. Have you signed any leases to Europeans?—Yes.

747. What Europeans?—Major Turner and G. Pearce; but we first of all leased the land to William Cowan and another European named Johns.

748. Was it the whole land or a part?—We leased a portion of the large reserve.

749. Was it the part that Major Turner has or that Pearce has?—A portion of it was leased to Cowan, but Pierce has it now.

Hon. the Chairman: No. 8, 168 acres.

750. *Mr. Levi.*] Do you remember the negotiations for these leases?—Yes.

751. Had you a prominent part in these negotiations?—I had.

752. How were the rents for the land fixed?—We leased the land to Major Turner at 3s. an acre, on the understanding that the whole of the improvements were to come back to us.

753. What arrangement was made in regard to Pearce?—The same arrangement was made with Cowern, but the land subsequently went to Mr. Pearce.

754. What was the condition of the land leased to Turner at the time it was leased?—Some of the land was covered with grass; other portions were covered with bush.

755. Was the larger part the part covered with grass or with bush?—There were various portions covered with grass. There was wood in different places. I cannot say whether bush or grass embraced the larger proportion.

756. What improvements has Turner made since the granting of the lease to him?—Major Turner has since grown wheat on the land, and has sown rape and turnips.

757. Has he made any other improvements?—He has erected fences.

758. Were these fences extensive? Were they boundary-fences, or division fences, or what?—He has erected one subdivision fence, but no boundary-fence.

759. No fences round the land?—There is no fence put round the land; simply, there is a subdivision fence.

760. Are there any other improvements that Major Turner has made?—I shall make a sketch of fences that have been made. Major Turner cleared a portion of the small scrub on the block.

761. Did he cut any bush?—No.

762. Are there any buildings on the land?—There is a small house standing on the land. It is not so large as this room.

763. What is it used for?—The house is used occasionally as a sleeping-place by Major Turner's son, who comes there occasionally, sleeps there, and then goes away again.

764. When was this house put up?—Previous to 1880.

765. Have any of the fences been put up within the last six years?—No.

766. What was the condition of the land held by Pearce at the time when it was first leased?—One portion was covered with grass, having been a cultivation of our own; the other portion was covered with bush.

767. What improvements have been made since that time on the land?—That lessee felled the bush.

768. Any other improvements?—He sowed grass on the portion cleared.

769. How many acres did he clear?—I never measured the quantity he cleared; I cannot tell the Committee.

770. Was it a large portion or a small portion of it?—It is not a large portion at all.

771. Are there any fences on this land?—There is one fence on this land. It was erected by the Patea Johns, who was a partner or a companion of Cowern.

772. Where did the fence extend to?—This land is in the bend of the Patea River, and this fence runs across the bend.

773. Is it a boundary-fence?—It is one boundary of the portion leased to him.

774. Are there any dividing-fences?—No.

775. Are there any other improvements?—No.

776. No buildings?—No.

777. Was that the only improvement?—A small piece of bush has been cut down, and part of it is sown in grass, and this boundary-fence. These are all.

778. How long ago were these improvements made?—The fence was erected in the year 1880, and the bit of bush was cleared shortly afterwards. The rest of the bush was cleared shortly before the Arbitration Court was held.

779. Was that a large piece?—I cannot give the area, but it is probably larger than the site of the whole of these Parliamentary Buildings. It may not be larger, but perhaps it is larger.

780. Has Major Turner or Pearce at any time renewed this or other of these leases?—They did make an application to me.

781. Both of them, or either of them: give us the particulars of what occurred?—Some years ago Turner asked me if I and my tribe would renew the lease. He said, if we were willing to lease the land, he would give us £100 as a bonus for the renewal of the lease, irrespective of the increased rent.

782. Was any rent mentioned then: you have mentioned that the rent should be increased?—He said he would be prepared to give us an increased rent, amounting to 4s. or 5s. an acre, and a bonus of £100.

783. Was that an increase upon the previous rent?—He said he would give us 4s. or 5s. an acre.

784. What was the rent he was paying under the old lease?—Under the old lease he was paying 3s. an acre.

785. What is the rent he is paying now?—Under the old lease he was paying 3s. an acre. He is paying 4s. for the last period.

786. *Mr. Peacock.*] At the time he offered 4s., how far was it from the period at which 4s. would have been charged?—Under the old lease he was to give us 3s. for the first ten years, 4s. for the remaining five years. At the time he offered us this increased rent he had not begun to pay the 4s. per acre.

787. Was it near the time?—It was not near the time.

788. *Mr. Levi.*] When was the lease made?—The lease was made in 1876.

789. What were the terms offered you by George Pearce?—George Pearce offered to take the land from us for a second term at such rent as we should agree upon mutually.

790. Was any rent mentioned?—No.

791. How many years ago was this?—A few years ago; not very long ago.

792. Have you had offers from any other people for this land?—Yes, we have.

793. Will you tell us what they were?—I can mention the names of Europeans that came to me or to people of my tribe. There was an elderly man called Charles Symes.

794. What did he offer?—He said if we would give him Otoia Reserve on lease he could afford to pay us 5s. or 6s. an acre.

795. When was this?—Last year.

796. Any one else?—There was a European called Hunter, who asked us to let him have the Otoia Block when Turner's lease ran out. He offered us 6s. an acre. He made this offer several times during the past two or three years.

797. Did you get notice to appoint an arbitrator on these leases—any document telling you and your tribe to appoint arbitrators in reference to these new leases?—I was absent in the North, visiting my friends the Ngapuhi, and a notice was left at my house.

798. *Mr. Parata.*] How long were you absent?—I was absent in the north for three months. I found it when I came back, waiting my arrival; but it was in English, and I did not know what was the purport of it.

799. Did you ask any one to interpret it?—No, I did not.

800. Why did you not?—There was no European-speaking Maori at my settlement.

801. *Mr. Levi.*] Had the arbitration proceedings been finished before you came back?—About the time of my return an Arbitration Court was held at Hawera or Normanby, but I did not attend it. Afterwards one was held at Patea, and I attended that.

802. What did you do there?—I objected, at very great length, to granting the new leases. I stood up in Court and objected at very great length.

803. Did you know what the Arbitration Court was sitting for?—A European called Coffey, who speaks Maori, told me that the object of this Court was to grant renewals of leases of all our land. A great number of us attended the Court and protested against the renewal of the leases. We did not wish to be hurried. We wanted to consider the matter over, and come to a decision among ourselves before the second leases should be granted. My evidence will be seen in the records of that Court.

804. Did you give evidence there?—I gave evidence in Court; perhaps it was not written down. Probably it was; but I told the Court that Europeans and Maoris should be treated alike—that there should be only one law.

805. Did you give evidence as to the value of the land?—The Court asked me what I valued the land at at Otoia.

806. Did you tell them?—I told the Court that the land was very rich and valuable, and that it was probably worth £8 or £10 an acre.

807. Did they ask you what a fair rent would be, or what you would let it for?—The Court simply asked me if I was willing to lease the land. It did not ask me what I thought would be a fair rent.

808. *Mr. Peacock.*] Did you say that you were willing to lease?—I did not. I told the Court I did not wish to lease.

809. *Dr. Fitchett.*] What did you understand the object of the Court to be?—We were informed that the function of the Arbitration Court was to grant renewals of leases for our lands; so we all went there.

810. I want to know if you clearly understood that the leases were already granted, and that the only business to be done by the Court was to fix the rent and terms of leases?—I was not aware that renewals had been granted. I heard it rested with the Arbitration Court as to whether the leases were to be renewed and the terms on which they were to be granted. Some Europeans who spoke Maori advised us to go there and object if we thought fit.

811. *Mr. Sinclair.*] Have you been at any of the large meetings held at Hawera?—Yes.

812. Did you act as chairman?—Yes.

813. Can you say, from the tone of the meetings, whether there is a general feeling of dis-

satisfaction with the administration of the Public Trustee, or is it only local?—The whole of the Natives on the West Coast are unanimous in objecting to the administration by the Public Trustee.

814. Was it the unanimous wish, or only the wish of certain of them, that they should get the administration of the land into their own hands?—Yes; it is the general wish of the Natives to have the management of their land.

815. Do you know whether they were put up to this by Europeans, or was it their own wish?—It was their own wish. We were not instigated by Europeans in any way.

816. If these notices in connection with the Arbitration Court were served in Maori you would be in a position to know what was done by the Arbitration Court?—Had the notices been printed in Maori you could then have decided what was good and what was bad.

817. Would you have objected to the Arbitration Court, or would you have consented to the arbitration?—I do not think we would have agreed to appoint arbitrators at all.

818. Has the consent of your people been ever asked that the Public Trustee should renew any lease?—No.

819. *Mr. Remell.*] You said just now that the Public Trustee never consulted you in regard to these new leases?—No.

820. Did not I consult you and your people, with Major Turner, as to the renewal of Turner's lease in 1886?—The only negotiation I know of was when Major Turner and his son came and asked us if we would grant them a lease, and we might fix the rent.

821. Was I present?—You were not present when Turner had the interview with us.

822. Do you mean to say that you and your people did not get £35 on account, for the specific purpose of renewing the lease?—We did not get that money. We got £15, which was part of the rent.

823. *Dr. Fitchett.*] What rent?—The £15 we received was part of the rent due under the old lease.

824. If it was part of the old rent, how was it you repaid it to him—to Major Turner?—This money we received from Major Turner was an advance, and when the rent for the year became due he took credit for the amount he had given us, and gave us the balance. It was a portion of the rent under the old lease.

825. I will put the question again?—We asked Major Turner for an advance before the day fixed for paying the rent, and when the day of payment came round he deducted the £15 advanced.

826. Was that in consideration of a new lease being given to the Natives?—We had some debts to pay, and we asked him for some money.

827. *Mr. Remell.*] Did you ever get the Act of 1887, and the regulations thereunder, in the Maori language?—I myself received no such document.

828. Did you refuse to take it then?—You never sent me a copy.

829. Did you get it from the post-office, or did you refuse to take it from the post-office?—I do not know if there was a copy left for me at the post-office.

830. *Mr. Bell.*] Did you see the Act of 1887 in Maori, and the regulations thereunder?—I may have seen the document, but I do not remember.

831. Were there plenty of them to be got for the asking?—I do not know.

832. Did you hear that there were documents for you and other Maoris at the post-office?—I am in the habit of going to the post-office and asking for letters and papers, and I often see letters with the names of other people on them.

833. Did you not keep out of the way to prevent the notices and documents being served on you?—I am not in the habit of keeping myself out of sight. I am in the habit of going about the towns. I never get myself out of sight.

834. Do you know that Natives on the coast kept out of the way of the people who had these notices to give them?—Nothing of the sort came under my own personal observation. I have heard other Europeans make statements that such was the case.

835. But do you know whether it was a fact?—I am not aware, of my own knowledge, that such was the case. I never saw it myself. I never saw it in any of my tribe.

836. Did you never hear from the other Maoris?—No.

837. Did you live on the coast all the time except the time you were with the Ngapuhi?—I have several places of residence. I stay sometimes a week at one place and sometimes a week at another.

838. Do I understand you to say that neither Pearce nor Turner have made much improvements on the lands of Otoia?—Europeans may think they have done a great deal, but I do not consider so.

839. Then, do you say that the land is not in much better condition now than when you resided on it?—It is improved.

840. But you say it is not much better?—It is not greatly improved.

841. Then, why should they pay such high rent now?—The original understanding was that the land was to come back to us at end of the term. We did not renew the leases, because we ourselves have not sufficient land.

842. That is not an answer to my question. I asked you why should Europeans pay so much more rent now, as you say the land is very little better now than it was when it was leased to them—why should they be required now to pay so much more rent?—We did not wish that the Arbitration Court should grant renewals at a greatly-reduced rent: we wanted to make our own arrangements.

843. Do you approve of the action of the Natives in not appointing an arbitrator or arbitrators?—I think the Maoris were quite right, because they did not know the meaning of the appointment of arbitrators.

844. The Maoris were told that they had to appoint an arbitrator on their behalf to fix the rent and the terms of the lease: you may take that from me; you do not contradict me on that point. Now, I ask you, do you approve of the action of the Maoris in not appointing an arbitrator?—I approve of the action of the Natives, because this mode of appointing an arbitrator is entirely foreign to their ideas.

845. Then, if you had not been visiting your friends of the Ngapuhi you would have taken the same course?—Had I been here I would not have known the meaning of these notices; they were not in Maori.

846. That is not an answer to my question: the question was, If you had not been visiting the Ngapuhi, but had remained on the coast, you would have taken the course the others took, and not consented to the appointment of arbitrators: I want you to answer that question?—I would not have agreed.

847. Before you went to see your friends of the Ngapuhi, had you talked with the other Natives on the question of the leases?—No.

848. Had you any talk with Williams about this question of the renewal of the leases before you went to visit the Ngapuhi?—No.

849. Do you not know before you went to see your friends of the Ngapuhi that Williams had passed Acts providing for the renewal of the leases?—In the year 1887 I heard that the Public Trustee was going to grant renewals, and we sent in a petition against that being done.

850. Did you sign the petition yourself?—Yes, I did.

851. Do you not know that this Parliament had passed Acts providing for renewals of these leases?—I do not know who gave the power.

852. That is not an answer to the question I asked you. I asked whether you did not know that Williams had passed Acts providing for renewals of the leases?—I do not know who gave the power to the Trustee—whether it was given by Parliament, or the Public Trustee, or who.

Mr. Bell: I must now appeal to you, sir.

Hon. the Chairman: You asked him whether he was aware that Acts had been passed authorising the renewal of these leases.

853. *Mr. Bell*.] I will ask him again. (To witness) Do you not know that Parliament had passed Acts providing for the renewal of these leases?—No.

854. Did you see Mr. Honi Taipua on the coast?—Yes, I saw Honi Taipua.

855. Did you see him in the year 1887?—No, I did not.

856. Or in 1888?—I did.

857. Where?—In Wellington.

858. Is Mr. Taipua the member in the House of Representatives for your district?—Yes.

859. Do you know that he is a member of the Public Trust Board?—I do not know that.

860. Do you now tell the Committee that Mr. Honi Taipua did not explain this matter to you when you saw him in 1888?—Honi Taipua told us that a Bill was being prepared dealing with the leases.

861. Did you not, before seeing Honi Taipua in 1888, speak to him on the question of the leases?—No.

862. Do you not know that Honi Taipua was in communication with your people on this matter both before and after the passing of the Act in 1887?—Honi Taipua sent no letter to me in the year 1887, or afterwards, until I saw him in Wellington.

863. Do you say that Honi Taipua kept back from you and your people what was being done by the Public Trustee about your reserves?—I never said that Honi Taipua kept anything back from us.

864. Then, do you say that he kept your people informed as to what was being done?—He may have informed some people; I do not know.

865. I suppose you are a friend of Mr. Williams?—Mr. Williams is not a friend of mine, although sometimes I go to him to act as interpreter.

866. Did you not speak to Williams several times about these leases before 1888?—No.

867. You say positively that you did not speak to Williams nor Williams to you before 1888 about the renewal of the leases?—No. I never spoke to Williams on the subject, nor did he speak to me. My only communication with Williams was when I had him to interpret what some other European was saying to me about other matters.

868. Did you go to Mr. Hammond about it? You know Mr. Hammond?—Yes.

869. Did you go to him about these leases—the renewal the leases?—Our first communication with Mr. Hammond was at the time of the Arbitration Court sitting; we went to him for advice.

870. Did he give you advice?—No.

871. He refused it, did he?—Perhaps it was not his duty to give us advice.

872. But did he refuse to give you advice?—He went with us to the Arbitration Court and told us what was going on.

873. Then, you talked with him about the Arbitration Court sitting?—Others may have had conversation with him; I had not.

874. Do you know whether your people did have any conversation with him?—I cannot give you mere rumour at all; I never saw any people going there. I cannot say.

875. You do not know what your people said?—I do not know if they went there or not. I do not know that the other people supposed that the arbitrators, and not the Public Trustee, were the persons to grant renewals. We all thought that the Public Trustee and the arbitrators were one person.

876. *Dr. Fitchett*.] To do what?—When the Court sat we found that it was to grant renewals.

877. I understood you to say that you and the other Natives protested at great length against

granting these renewals of leases. Were you and the other Natives told that you had no power to object; that the only business you had to do there was to determine what was a fair rent for the lands in their then condition?—No; we were never so advised.

878. What did you think the arbitrators had to do when they were appointed?—We understood they were to grant renewals of the leases of our land.

879. *Hon. Mr. Hislop.*] Did you understand that the renewals were to be at the same rent, or that the arbitrators were to fix the rent?—I never heard that the rents were to be lowered or to be kept at the same rate.

880. What did you understand—that they might be kept at the same rate, or that they might be altered?—I never knew before the Court sat what was the object—whether to reduce the rent or not.

881. When the Court was sitting, did you understand that it was sitting to alter the rent, or that it might alter the rent?—It was not until we attended the Arbitration Court that we found it was held to reduce rents of the leases.

882. You understood that while the Court was being held it might reduce the rent?—I did not know that the arbitrators would have power to reduce the rents.

883. Never at any time?—That is, at the time they were sitting.

884. Never at all?—I did not know during the proceedings that they had power to reduce the rents.

885. Did you not know that they were calling evidence as to the value of the land and the rentals?—I did not.

886. Were you at the Court all the time?—I attended the Arbitration Court at Patea for two days.

887. *Hon. Mr. Peter.*] What did you think the arbitrators were there for?—I understood that their work was to carry out some instructions that had been given to them with regard to the leasing of the land.

888. *Mr. Peacock.*] You stated that you were away for some time. On your return, did your people make you aware of the meeting which had been held with Mr. Rennell for the purpose of explaining what was likely to be done in regard to these leases?—My people never told me that during my absence at the Ngapuhi they had had meetings with Mr. Rennell in reference to the renewals of the leases. They told me the only meeting they had with that gentleman was in regard to payment of rents for our land.

889. Did you hear from them anything about it afterwards—about what took place at their meeting with Mr. Rennell?—All I heard was that when Mr. Rennell came to Patea the Natives went to see him to draw their rents which were then payable under the old leases.

890. *Mr. Wilson* (Public Trustee's Office).] The witness, in the early part of his evidence, said that a man named Hunter offered to lease his land: would he give the Christian name of Mr. Hunter?—I do not know his Christian name, but he lives at Patea.

891. In the town or the district?—He is a farmer in the Patea district.

892. Does he live near Waverley?—No.

893. Can you state exactly where he does live, by naming the stream or the road?—He lives on the main road between Wanganui and New Plymouth—near Patea.

MONDAY, 21ST JULY, 1890.

KAHUKAKA in attendance and examined.

894. *Mr. Levi.*] Where do you live?—At Waitotara.

895. Did you sign any leases of reserves to Europeans?—Yes.

896. Which?—Te Umuroa.

897. What are the names of the lessees?—One is named Berry.

898. Any one else?—There were only two leases—Te Umuroa and Te Ihupuku.

899. Who leased Te Umuroa?—James Hughes.

900. What was the state of the land leased to Berry at the time it was leased to him?—It was in its natural state—in fern.

901. What improvements have been made since by Berry?—He has cut down part of the forest; he has also burnt off some furze.

902. Are there any buildings on it?—He has built a house on it.

903. Are there any fences?—Yes; he put up some fences.

904. Have any of these improvements been made within the last six years?—He commenced the improvements at the time he took over the lease; he has been going on with improvements since.

905. Have the house or fences been put up within the last six years?—I think the house was erected in the year 1879.

906. Any fences put up within the last six years?—Yes; there have been some fences put up within the last six years.

907. How much?—I think, about half a mile of fences have been put up within the last six years.

908. When was it put up?—I think, about two years ago.

909. What improvements have been made by Hughes since the land was leased to him?—He has cut down portion of the forest, sowed part of it with grass. He has put up a house and fence on it.

910. Have any of these things been done within the last six years?—Yes; some of them were put up within the last six years.

911. What has been done within the last six years?—Cutting down a portion of the forest.
 912. When was that done?—I could not say how long ago it was, whether it was one, two, or more years ago.
 913. Is it more than six years ago or less?—I could not say whether it is six or four years ago.
 914. Have any buildings or fences been erected within the last six years?—No.
 915. Did you attend the Arbitration Court?—No.
 916. Why did you not?—Because I objected to the arbitrators dealing with our land.
 917. What did you think the arbitrators were going to do?—I heard that they were going to extend the leases of our properties for thirty years.
 918. That they had done so?—That they would do so.
 919. Have you any complaint to make against the Public Trust Office?—No.

PARAEROA examined.

920. *Mr. Levi.*] What tribe do you belong to?—Ngarauru.
 921. What position do you hold in your tribe?—I am a chief of our tribe.
 922. Is your name in the Crown grant of any of the West Coast settlements reserves?—Yes.
 923. Which of them?—Otauto.
 924. Did you sign any of the leases of that reserve?—Yes; the original lease.
 925. What are the names of the lessees?—There is Ross.
 926. Any other?—Blake was the original, Ross the new leaseholder.
 927. Any other?—It was the same piece of land that was sublet to another European.
 928. What is his name?—William Gower.
 929. Is it the same piece of land?—It was another portion of the piece that was let to Blake.
 930. How was the rent of the original leases fixed?—It was leased to the Europeans.
 931. But how were the rents determined?—The first part (period) of the lease they were to pay 4s. 6d. an acre rent.
 932. That was for?—Ross's lease.
 933. Did you consider that rent high or low at the time?—We thought it was a low rental.
 934. Why did you accept a low rental?—We did so with the object of having the improvements left on the property.
 935. What was the condition of the land leased to Ross at the time it was originally leased to Blake?—It was a good piece of land; a portion of it had been cultivated by ourselves.
 936. Was there any bush on it?—Yes.
 937. What had you and your people done in the way of cultivation upon it?—In some places it may have been 5 acres that we cultivated; in other places 4 acres; in other places perhaps 10 acres.
 938. What did you do to it?—We sowed it in grass.
 939. What did Ross do to it?—He fenced it, and sowed a portion in grass.
 940. Did he put up any buildings?—Yes; there is a house upon it.
 941. Anything else?—There are sheep-shearing sheds on the property.
 942. Any bush felled?—He cut down a small portion of bush; they were not very large trees which he cut.
 943. Which of these improvements were done within the last six years?—There have been no improvements made within the last six years.
 944. What was the condition of the land before it was let to William Gower?—Portion was in forest, portion in furze, portion in grass.
 945. What improvements did William Gower make on it?—He put up some fencing upon it; only one line of fence.
 946. Any bush?—Yes; he cut down some forest.
 947. Any buildings on the land?—None.
 948. Did he plough the land?—Yes, he did, a portion of it, and put it in crop.
 949. Did you attend the Arbitration Court?—Yes.
 950. What did you do there?—I attended to give my evidence before the Court.
 951. What did you understand the Arbitration Court was held for—to determine what?—To give an extension of the leases for thirty years; that is what I understood.
 952. *Mr. Stewart.*] Did you understand that the arbitrators had power to extend the leases or not?—I do not know whether they had any authority or not to do so.
 953. *Mr. Levi.*] Did you understand that the only thing they had to do was to fix the rent?—Yes; I understood they came there to give an extension of the leases for thirty years.
Mr. Bell.: It is not contended that these Natives consented to these leases being granted.
 954. *Mr. Levi.*] What complaint have you to make about the Public Trustee, if any?—I and my people objected to the Arbitration Court being held for the purpose of extending the leases for thirty years because they believed it was through him that the Court was set up in Taranaki to give extension of leases to thirty years. Another fault they found with the Trustee was because of the length of time that passed without receiving any rent for their properties—that is, under the original leases. These were all the objections I had to make.
 955. Did you give evidence to the Arbitration Court?—Yes.
 955A. Were you asked any question as to the value of the land?—No.
 956. Were you asked any question as to the improvements which had been made on the land?—No.
 957. Were you asked any question with reference to what would be a fair rent for the land?—No.

958. What questions were you asked?—All I did was to stand up in Court and give them a check against leasing by arbitration—against the extension of the lease. I protested against the extension of the lease to thirty years—against the Arbitration Court dealing with the land in any way.

959. *Hon. the Chairman.*] I should like to know what form this protest took: what did you do?—I told the Court I objected to these leases being let in that way.

960. *Mr. Bell.*] Was Mr. Williams there?—Yes.

961. Was Mr. Williams in your company?—Yes.

962. *Mr. Sinclair.*] Were you one of the delegates sent to Patea to attend the meeting at Taiporehenui?—Yes; I was one of the delegates.

963. Do you know when that was?—I recollect about the time the meeting took place, but I cannot tell you the year. I think it was last year.

964. Towards the end of last year?—Yes; toward the end of last year—about November.

965. Do you know that there were delegates there from the whole of the West Coast?—Yes.

966. What were the complaints made at that meeting by the people against the Public Trustee?—I could not say just now.

967. Did they complain of anything else except the trouble about the Arbitration Court?—No; there was no other subject taken in hand but the leases.

968. Do you remember what their wishes were in regard to paying the rent: did they wish Mr. Rennell's administration to continue?—No; we objected to that.

969. What did they suggest?—That the leases should be returned to us and let us have the management ourselves.

970. Do you think you were capable of managing these leases yourselves?—Yes; we thought we could manage very well.

971. Was that the opinion of the whole of the Natives, or only of a few?—That was the opinion of the whole of us.

972. *Mr. Peacock.*] You were to manage in the event of your superseding the Public Trustee: in what way? How would you manage? What course of action would you adopt?—We should manage according to Maori custom and usage.

973. Did you wish to appoint a Committee?—Yes; we would carry out what we did in making the agreements with the Europeans according to the original leases.

Mr. Bell: Some of these grants have 150 grantees in them.

974. *Mr. Peacock.*] One hundred and sixty: but how would you manage with so many people?—We knew how, because there were delegates from every tribe at the meeting, and they were all of one opinion.

975. *Mr. Rennell.*] You said that a great deal of time was lost in paying these back rents: are you aware that the rents are paid early in the month, after they are received by the Public Trustee?—Some of them have not been paid.

976. Are you not aware that legal questions are pending in connection with a good many of these leases, and that is the reason the rents have not been got in?—With regard to William Gower, it has been in arrear for a twelvemonth.

977. Why have you refused to take your share of the money offered by me for Gower's rent since you have been in Wellington?—I did not know that it was Gowers' money I was to receive.

978. Do you mean to say that you did not this very morning ask me whether any part of Gower's money was mixed up with the money received the other day?—Yes; I asked you.

979. Why did you refuse to receive it?—I was under the impression that it was the rental of another piece of land.

980. You did not know it was Gower's rent?—Yes.

981. Then why did you ask me to keep it back?—Some of the rent has been paid to me, and some has not.

982. I offered it to you, and you refused to take it: why?—I refused it, because you kept part of it back.

983. Why did you refuse it?—Because there was twelve months' rent due, and I thought you were not going to give me twelve months' rent.

984. What rent?—For Otautu.

985. Give me the name of the lessee?—William Gower. He has two leases. That is the money that is not forthcoming.

986. That is the money you refused, then?—Yes.

987. Were you afraid that it would compromise them by taking rent under the award?—Yes; that was the reason I objected to it.

988. Do you know how many meetings were held at Taiporehenui?—I cannot tell how many meetings took place.

989. Were you at them all?—No.

990. Did you ever hear, at any of these meetings, that Mr. Sinclair was the person who should replace me in regard to the collection of rents?—No; I heard that a meeting had been held, but did not hear any statement of that kind.

991. Did the women stand up and say, "If we do away with Rennell we will never get any money; we never got any before he was appointed"?—No; the majority of them did not say so.

992. Did any of them say so?—No.

993. *Mr. Bell.*] When did you come to Wellington?—Last year.

994. On this present occasion?—On the 16th of June.

995. Have you been here ever since?—Yes.

996. Did any pakehas come with you?—No.

997. Who interpreted your evidence to the lawyers?—Williams did.

998. Recently?—I came to Wellington first. Williams came afterwards.
999. Williams, you say, interpreted your evidence to the lawyers?—Yes.
1000. Did they put their questions to you through Williams?—Yes; I made a statement.
1001. To Williams?—To Williams and to the lawyers.
1002. Williams interpreted your evidence to the lawyers?—Yes.
- Mr. Bell*: I understood Mr. Sinclair to state that he believed Williams was employed and paid by the Natives.
- Mr. Sinclair*: I did not say that he was "paid."
1003. *Mr. Bell*.] Have you paid any money to Williams for his services?—No.
1004. Have you agreed to pay him anything?—No.
1005. Have any others of the Natives paid him anything?—No.
1006. Not at any time?—No.
1007. Not for travelling-expenses or anything?—No.
1008. Before the Public Trustee was appointed, who got the rents of Otauto?—We obtained it ourselves.
1009. Which of you, or how many of you?—We looked on Taurua as the head of the tribe, and the lessees used to pay the money to him.
1010. What did Taurua do with it?—He divided it among the owners of the land.
1011. The whole of it?—Yes.
1012. Did he give any of it to the women?—Yes.
1013. And to the children?—To the grown-up children.
1014. What did he do with the money that belonged to the children?—He set apart a small amount for the children—£1 a head.
1015. What has become of this money that was set apart for the children?—The children never see any money now; but when we received the rents ourselves we could let them see what was their share.
1016. What has become of the money you let the children see?—They have eaten it.
1017. Who gave it to them?—The person that received the money.
1018. Who was that?—Taurua.
1019. How do you know that?—I saw it with my own eyes. I saw him give it.
1020. On each occasion?—Yes; to the children belonging to the tribe.
1021. Did Taurua decide how much was to be kept for the children?—There was none of it locked up: it was given to the child's parents to take care of.
1022. Did Taurua decide how much was to be given to the children or parents?—Yes.
1023. And how much the women were to get?—Yes; Taurua decided for the whole of the people that owned the land that was leased.
1024. He decided how much was to go to each woman?—Yes.
1025. Did the women have any say in it?—Yes.
1026. Did they get as much as they wanted?—Yes.
1027. *Mr. Sinclair*.] With regard to the meeting at Taiporehenui in reference to my succeeding to Mr. Rennell, was it only that I should take the management of their petition—that I should draw up the petition that was referred to?—It was to the conduct of the petition they referred.
1028. *Mr. Stewart*.] Was their objection to the Arbitration Court because the Natives did not understand the functions of such a Court, or was it that the work which the Arbitration Court had to do was work which they should not undertake? Did you understand what the arbitrators meant to do when objecting to what they proposed to do?—We objected because we thought we were safer without them.
1029. Did you know what they meant to do?—All that we understood was that if they decided about the matter they would extend the leases to thirty years.
1030. You say that when these leases were granted the tenants were to go out without compensation: did that apply to all leases?—That was the case with all the leases which we let to Europeans.
1031. The value of the improvements was not a question at all?—No.
1032. How came you to attend the Court: did you get notice to attend?—I received a notice, but I did not know what it contained, for it was in the English language. I went to Europeans to ask about it, and I understood them to say that if it went to the Court new leases would be given for an extension of thirty years.
1033. *Mr. Rennell*.] Did you get a copy of the Act of 1887, and the regulations thereunder, in the Maori language served on you?—No.

TUMAHUKI examined.

1034. *Mr. Levi*.] Where do you live?—At Manutahi.
1035. Did you sign any leases to Europeans?—Yes.
1036. To whom?—I leased to Macgregor.
1037. Was Macgregor the original lessee of the land?—No; Foreman and McRae were the original lessees.
1038. After them Macgregor?—Yes.
1039. How long is it since you have received rent in respect of this land?—It was leased in the year 1877.
1040. That is not the question: I asked you about the rent. How long is it since you received rent?—It is about four and a half years ago since I received any rent.
1041. Do you know why that is so?—Yes.
1042. Why?—I believe that it was owing to the action taken by the Public Trustee.

1043. Is Macgregor still occupying the land?—Yes.
1044. Did you attend the Arbitration Court?—No.
1045. Did you get notice to appoint an arbitrator?—I received a notice, but I did not understand what the notice contained.
1046. Are you interested in any other lease?—I am interested in other leases in that part of the country.
1047. What are the names of the lessees?—Corrigan; then Caverhill took a lease from Corrigan.
1048. Do you know what improvements have been made by the tenants since they leased the land?—A portion of it was furze, a portion in grass, and a portion bush.
1049. How was it when it was leased to Corrigan?—That was the state of it when we let the lease to Corrigan.
1050. What improvements have been made by Corrigan or Caverhill?—Caverhill has not made any improvements, but Corrigan did burn off and put a portion down in grass.
1051. How long since Caverhill has had it?—I think it is about eight years.
1052. Then, no improvements have been made in these eight years?—No.
1053. No fences?—He did put up a fence.
1054. How long was it?—I think it was about a quarter of a mile long.
1055. When was it put up?—I could not tell you exactly what year it was erected.
1056. About what year?—I believe it was in the year 1880.
1057. You have said Caverhill put it up?—When it was leased to Corrigan was in 1874.
1058. I want to know when this quarter of a mile of fencing was put up?—In 1878, I think; I think Caverhill put up his quarter of a mile of fence in 1880.
1059. Did he have the place twelve years ago?—The land was leased to Caverhill for thirty years; the lease has four years more to run.
1060. Do you mean two years ago (1888), or twelve years ago (1878)?—Probably I am mistaken. I may have forgotten what year it was that he put it up.
1061. *Mr. Sinclair.*] Are you satisfied with Macgregor's rent being four and a half years in arrear?—No; I do not approve of it.
1062. Did you get the Trustee to take any steps to terminate the lease?—No; I did not say anything to the Public Trustee about it.
1063. *Mr. Rennell.*] Did you tell Macgregor not to pay the Public Trustee?—No; I did not tell Macgregor.
1064. Did not the leading people also tell Macgregor not to pay the Public Trustee?—I said my people told Macgregor to pay his rents as in the first instance.
1065. That is, to pay it to them, and not to the Public Trustee?—Yes.
1066. Not to the Public Trustee?—No.
1067. Do you remember this meeting of which we have been speaking?—No.
1068. Were you not at the meeting?—No; I was not at your meeting.
1069. Do you remember coming to me in Patea in 1886?—I have forgotten all about it. I do not think I was present.
1070. When I applied to Macgregor for the rent, do you not know that he produced four orders signed by you and other Natives to pay the money to Foreman where you had run up a big bill?—I do not recollect.
1071. Do you mean to say that four of your people did not give orders on Macgregor to pay the money to Foreman which was due to you for rent?—No; they did give an order on Macgregor to pay money to Foreman. I do not recollect anything about it.
1072. Do you not know that I explained to you the reason why I could not get money from Macgregor was because I refused to recognise these illegal orders?—No; I do not recollect that either.
1073. Do you know that Macgregor has been sued?—I have not heard of that. We have received no information to that effect.
1074. Why did you refuse to take your share of the rent which has accrued?—Because we wish the whole of the money to be dealt with in accordance with the original—in accordance with the arrangements we made.
1075. Do you know Matau?—Yes.
1076. Is he not the head of the hapu? Did you never hear that I sent Matau an explanation of all the rent accrued in April last?—No; I heard nothing about it.
1077. Did you hear that I offered to go and pay them if they wished?—I heard that you did visit them, but the majority of the people did not approve of your going to see them.
1078. Did you not hear that I offered to go up and pay them in January?—I did not hear anything about it.

WAKARUA examined.

1079. *Mr. Levi.*] Where do you live?—Waitotara.
1080. What tribe do you belong to?—Ngarauru.
1081. Did you sign any lease to Europeans?—Yes.
1082. To whom?—To a European named Durie.
1083. When did you first lease?—In 1873.
1084. Is that lease in existence still?—No; nine years afterwards there was an extension of the lease given to Durie.
1085. What year was that?—In 1881.
1086. What was the condition of the land when first leased in 1873?—Some portion had been improved; other portions have not been improved.

1087. Before 1873 what was the condition of the place?—We had cultivations there. Europeans had been residing before then on that piece of land. There was a Wesleyan minister residing on it before that.

1088. Was it laid down in grass?—Yes.

1089. How many acres?—I am not able to state that, for I do not know what the extent of an acre is.

1090. Was there a half or more than a half?—There was a considerable amount sown in grass, but I cannot say whether it was more than half.

1091. What improvement was made between the date of the grant and the lease of 1873?—The European had ploughed patches here and there on it.

1092. Was there any house?—Yes; he erected a house on it.

1093. Any fencing?—A portion of it had been fenced in; a portion has not been fenced. I could not say how many acres, but some small portions had been improved here and there.

1094. What had been done?—Ploughing, sowing. A portion was ploughed and laid down in grass prior to that.

1095. Any buildings erected up to that time?—No; there was no house built since 1873.

1096. Any fencing done since 1873?—There has been some wire-fencing erected.

1097. When was that done?—Last year.

1098. About how much?—I think it might be a mile long or more.

1099. Did you attend the arbitration sitting in Waitotara?—Yes.

1100. What did you do there?—I objected to the arbitration.

1101. Did you give evidence?—Yes.

1102. To what effect?—The main objection I made was to the extension of the lease to thirty years.

1103. Did you give any evidence as to value?—Yes.

1104. Were you asked as to the value of the land itself, or as to the renting-value of the land?—I was cross-questioned by the lessee of the land as to its value. The lessee told the arbitrators it would fetch £8, some of it £6, and some other parts £4, an acre.

1105. Were you asked any question as to what would be a fair rent?—No.

1106. Do you know of any sales of property near the reserves by Europeans to the Europeans?—Yes.

1107. Can you give any particulars?—Yes; I can tell you what amount is received for the land. I can inform you of a piece of land alongside my own that was sold.

1108. How much did it fetch?—£11 an acre.

1109. When was that?—I almost forget; I think it was in 1887 or 1888, or it might be prior to that. I did not make any note of the date it was sold, but all we knew was that it was sold at that price.

1110. Who was it sold to?—It was sold to Wilkie.

1111. Is that the pakeha who leases the reserve?—Yes.

1112. Which do you mean—that it was sold to Durie or by Durie?—It was sold by Durie to another party.

1113. Who was it sold to?—To J. B. Wilkie. There were two parties: the other person was named Wilson. They were brothers-in-law.

1114. Are there any buildings on this land sold by Durie to Wilkie?—There was no dwelling, but there was a wool-shed.

1115. Was it a large wool-shed?—No; it was not very large.

1116. How many acres?—One hundred acres, more or less.

1117. Were there any other improvements on it beside?—Yes; there were some other improvements on it.

1118. What improvements?—It was ploughed and laid down in grass.

1119. Was it fenced?—Yes; a portion. It was bounded by two rivers; that is the way it was fenced on two sides.

1120. Do you know of any land leased by Europeans to Europeans adjacent?—Yes.

1121. Will you give particulars?—Durie is leasing a piece of land from another party, but I do not know the other party's name. He is a European; he was a friend of the arbitrators. I only heard this from Europeans.

1122. Do you know what rent Durie pays for it?—Yes.

1123. How much?—I do not know whether it is 7s., or 7s. 3d., or 7s. 6d.

1124. Do you know that Durie leased at that?—I do not know what year he took over this lease.

1125. *Mr. Bell.*] What European told you: you say you only know some Europeans?—Thomas Fisher; but I heard it from other Europeans as well. I made inquiries of Europeans about Waitotara.

1126. Does this land adjoin the reserve?—Yes.

1127. *Mr. Parata.*] Were the regulations translated in Maori? Did you receive any Acts referring to the regulations?—Yes.

1128. Were they translated into Maori?—Yes.

1129. Did you see those Acts?—Yes.

1130. I suppose it was Mr. Rennell, or some other person in the Public Trust Office, that sent them to you?—Yes; I received one from him.

1131. Did you understand what the arbitrators were to carry out?—Yes; I went there, and made my objections to carrying it out in that form.

1132. What part of the Act did you object to?—I did not look at all the clauses in the Act; but I looked specially at clause 16, and I approved of that clause.

1133. Did you look to see whether that was the Act of 1887. I did not look to see whether it was the Act of 1887 or 1881.

1134. Do you approve of the way the Public Trustee administers these reserves?—No; I object to it.

1135. What part of his administration do you object to?—I object to his having authority to lease our land, or to his leasing it to the extent of thirty years.

1136. Did you approve of the administration by the Trustee prior to the arbitrators being appointed?—We made objections also prior to their being appointed; we objected to Mr. Rennell being appointed; we objected to the way we received our rents.

1137. Do you think your rents were reduced through Rennell being appointed, or what is your general opinion?—I believe some were reduced: I believe that others got their rent to the full amount; but with regard to myself it was not reduced.

Mr. Bell: If he says that it was reduced through Mr. Rennell that is manifestly not the fact.

1138. *Mr. Parata.*] Did you appoint any counsel to appear in your behalf before the arbitrators?—No; we did not appoint any counsel on our behalf.

1139. How was it you did not appoint counsel?—We thought we could manage our own affairs, and make our own objections.

1140. *Hon. Captain Kenny.*] I understood you to say that you gave evidence before the arbitrators under protest: on what ground did you protest: was it against the constitution of the Court, or the powers which had been delegated to the Court?—I have already stated that I objected to their coming to arbitrate over our property at all, or extending the lease to thirty years.

1141. You considered it an interference with your rights of property?—Yes.

1142. *Mr. Rennell.*] You say it was reduced by me: you mean, I suppose, the Public Trustee. Will you say how it has been reduced? Will you point out an instance?—I cannot say any particular case. I have heard that the rents had been handed over to the Trustee, and that some money had been handed over to the officers of the department.

1143. In what cases were they reduced?—You reduced some.

1144. Tell me whether your rent has been reduced?—No; mine has not been reduced.

WEDNESDAY, 23RD JULY, 1890.

NOEMA TAWAKE ARIKI examined.

1145. *Mr. Sinclair.*] In what reserves are you interested?—Rua-o-te-moko.

1146. Were you a party to the lease to Caverhill?—No.

1147. Do you know the state of the land when it was leased to Caverhill?—The land had been cultivated by us for several generations back.

1148. Was the greater part of it in a rough state or under cultivation?—The whole of that piece of land had been cultivated by us.

1149. Was it in grass when the land was leased?—Yes.

1150. Was it rough or good grass?—The greater part was in very good grass; some of it had been rooted up by pigs.

1151. Any improvements made on the land since it was leased?—Shortly after the property was leased to him he cut down forest and laid it down in grass.

1152. Were you present at the Arbitration Court in connection with this block?—Yes.

1153. Did you agree to the arbitration?—No.

1154. Did you object?—Yes, I objected.

1155. At the time of the arbitration, was the land much improved, compared with what it was when you leased it?—No; it was just in the same state as when we leased it; it was in good trim when it was leased.

1156. Did you know by the lease that the land was to be fenced by Caverhill?—Yes.

1157. Has Caverhill fenced it?—Yes.

1158. When did he fence it—was it before or after 1884?—I believe it was all fenced in three years after he took the lease of the property.

1159. Did he put any buildings on the property?—No.

1160. Are there any buildings on it now?—No.

1161. Are you interested in any lands which have been leased by the Public Trustee?—Yes.

1161A. Will you give me the names of the reserves?—Mangaotoki and Mawhitiwhiti. This last is my residence.

1162. Do you remember this land being leased by the Public Trustee?—I do not know what time it was leased; all I know was that he had let it.

1163. Were you consulted about leasing it?—No.

1164. Do you and your people all live together, or are you scattered here and there?—We all reside in one place.

1165. If others of your tribe had been consulted, would you have heard of it?—We only heard that the land was going to be let; but no European came to us to consult us or to make arrangements about the matter.

1166. Did not the Public Trustee come himself?—No.

1167. Was there much of your land leased?—Yes; there was a very large piece that the Public Trustee leased.

1168. Was there enough land unleased left for your support?—No, not very much.

1169. Was there enough?—No; we have not enough.

1170. How many are there of you?—There is a great number: I cannot enumerate them at present.

1171. Are you one of those who had to lease land from Europeans because you have not sufficient land left?—Yes.

1172. Are these documents [handed in] connected with the leases of certain land which you hold from Europeans?—Yes.

1173. *Mr. Peacock.*] Do you mean that these were lands leased back from Europeans to him—part of the lands that had been under the administration of the Public Trustee, and leased by him to the same European?—Yes.

1174. Why have the Natives leased these lands from the Europeans?—Because we had no land to cultivate and put in crop to secure a living for ourselves.

1175. Where are these lands situated?—Okaiawa.

1176. You say you are not satisfied with the administration of the Public Trustee: on what grounds are you not satisfied?—The objection I had was because I wished the land to be returned to ourselves—that we might have the management of it ourselves.

1177. Do you think you are capable of managing it yourselves?—We would leave it to the management of a committee.

1178. In leases of reserve lands of which there are more than twenty grantees, would you leave it to a committee?—We wish to leave all the lands belonging to us to the management of a committee.

1179. Are these the only reasons why you are not satisfied—because you have not enough land for yourselves, and because you wish for the management of the land yourselves?—The objection I made was that the Trustee did not come to let us know what portion of the land he was going to lease. He leased the land, but we heard nothing about it.

1180. Are you or your people satisfied with the present division of interests?—There are some who approve of it; others do not.

1181. *Mr. Peacock.*] Do you approve?—Yes; I approve of the division that was made.

1182. *Mr. Sinclair.*] Is that a general ground of dissatisfaction, or is it only on the part of a few?—It is a ground of dissatisfaction with a great number of them.

1183. Is it your wish that the Native Land Court should have power to alter these divisions?—I have already said that a great number of our people disapproved of them.

1184. Do you mean Mr. Rennell's subdivision?—Yes.

1185. Do your people object to the Native Land Court ascertaining the interests, shares, or partitioning the land at all?—The majority of our people wish the land to be left in one block, and not subdivided.

1186. You object to the shares being ascertained?—Yes; I have said so.

1187. *Mr. Rennell.*] What was the objection that the Natives had to Major Kemp as an arbitrator for them?—It was I personally who objected. What I objected to was a lease being granted for thirty years.

1188. Did the Natives not object specially to Kemp because he had been fighting against them?—I told Kemp that we did not approve of an extension of the lease for thirty years. Some of the people might have feeling against Kemp, but that was not in my case. Some might have feelings, but others not.

1189. Is it not the fact that the people of Ruatomoko refused to have any but a European, saying, "We will have any European you please"?—No; none of them said so.

1190. Did you not hear that the Natives met at Normanby, and sent a telegram to that effect to the Government?—No; our party produced a letter before the arbitrator, saying that we objected to the arbitration. Possibly that letter might have been forwarded to the Government, but I do not know.

1191. Do you know how many acres Mr. Mackay reserved for you?—No.

1192. Do you know the total amount of the grant?—No.

1193. Do you know the size of the reserve you live on?—I could not tell you how many acres, although I know the size.

1194. You have leased the land to Europeans: why did you not cultivate your own land?—We have cultivated it—I mean the whole tribe—but there is not enough.

1195. There are 700 acres reserved for you: is it in grass, or what?—Yes; it is all in grass.

1196. Were you there when I defined the interest of the hapus: were you present?—We never heard of you subdividing that block of land.

1197. I asked you whether you were present?—No; I was not present.

1198. Do you state that you were not present, and that you did not assist me?—No; I was not present.

1199. You say that some of the Natives objected to my definition of the interests: why do you not make an appeal to the Native Land Court, and make a practical effort to get it repealed?—We objected to the division of our interests by you.

1200. You mean generally; not any special division?—Yes; for my own division also.

1201. *Mr. Peacock.*] You were asked why you did not appeal to the Native Land Court: you have not answered that question at all?—We made our objection to Mr. Rennell because he did not send us word informing us what he was going to do.

1202. *Hon. the Chairman.*] Do you understand the question?—That is a very right question to put. The objection we had to Rennell was because he did not send us word before it was done.

1203. *Mr. Rennell.*] Do you recollect a Native Land Court held at Hawera, presided over by Judge Puckey, and held within the last few months?—Yes; I knew of that Court sitting.

1204. Do you know that Karere and his son applied for a subdivision of this land?—Yes.

1205. Do you know that it was made so unpleasant for Karere and his son that they had to give up their application?—Yes; I recollect the whole of the Maoris objected to it.

1206. Then, you all objected to the Native Land Court touching this land?—Yes.

1207. Do you remember the first payment of rents made, and my offering you your share?—Yes, I recollect it; but I told you it would be better to wait awhile.

1208. Did you not say that you were afraid of the other Natives if you took it?—The whole of them made the same objection; they were afraid, such a number of people being present.

1209. Did you not come up to New Plymouth after me and take it when I was there?—Yes; I was there.

1210. *Hon. Captain Kenny.*] You have referred several times to the fact that there is not sufficient land for your tribe or hapu, and it has been incidentally mentioned that there is a piece of 700 acres reserved for you. What is the number of women and children belonging to your hapu?—I could not tell you what number there is.

1211. Approximately?—I think there might be about two hundred.

1212. *Mr. Mackay.*] There are seventy-nine?—You are going by the grants.

Hon. Captain Kenny: I want to know how many women and children are living on this land. He said there were about two hundred men, women, and children.

1213. *Mr. Rennell.*] There are about thirty. Is that so?—There are about thirty permanently there, but a lot of them are scattered about various parts of the country.

Hon. Captain Kenny: What I want to know is, how many people have a claim to be supported on this land.

Mr. Rennell: It is difficult to say, because there are so many other grants they are interested in that it would be a difficult thing to determine their actual position.

1214. *Mr. Peacock.*] Let us ask him the question. Are there any of them interested in other lands besides this?—I do not know whether they have interests in other lands; I only know with regard to myself.

1215. *Hon. Captain Kenny.*] Reference has been made to Major Kemp. I do not understand the witness's answer as to whether there is any truth in the statement that the Natives themselves requested the Government to appoint an English arbitrator. Do you admit that statement?

Mr. Hamlin (Interpreter): I understood him to say so.

1216. *Mr. Rennell.*] Are you interested in 300 acres in a place called Te Roti?—No; I have no interest in that piece of land.

1217. *Hon. Randall Johnson.*] What interests have you besides your interest in this 700 acres—I mean you personally—you answer for yourself?—The only land I own besides this is in the hands of the Public Trustee.

1218. Will you name what blocks you are interested in?—I have an interest in other land, but my name is not inserted in the grants.

1219. *Mr. Peacock.*] If such is the case, do you get any of the money divided in these other blocks?—No; I do not receive any.

1219A. Do you claim any?—I do not know whether I should receive any, as my name is not inserted in the grants.

1220. *Hon. the Chairman.*] Do you, in fact, receive any?—No; I do not receive any rent outside this piece.

1221. *Mr. Peacock.*] I am informed there are 2,100 acres in the whole block; that you received 700 for your share; that the remaining 1,400 acres are for the tribe: do you receive the rent for that 1,400 acres?—I have received £2, £3, or £4 as rent.

1222. Do you take into account your revenue from the land leased?—Do you think I can live on land when I only receive £2, £3, or £4 in rent?

1223. Have you received the full amounts of your rent?—I am sure I do not know what my shares are in this land that I should say what amount I receive from them.

1224. *Mr. Parata.*] How much do you get a year for your share of this 1,400 acres?—On one occasion, after it ran for four years, I received £10. On one occasion I received £4 per annum.

1225. Do you think that is the right amount you should receive?—No.

1226. *Hon. Captain Kenny.*] If the whole of this block were in possession of your people, would it be sufficient for the support of your hapus?—I think it would be enough for our support.

1227. If you got it back, would you cultivate it yourselves?—We would be able to manage it: running cattle on some portions, and cultivating others.

1228. *Mr. Peacock.*] Is the 1,400 acres bush-land?—The greater part of it is forest.

1229. Were the 700 acres you got as a reserve open land?—There was a portion of it forest.

1230. It would not require very much to put it in a condition to yield revenue?—A portion of the 700 acres was in very good condition many years ago.

KARORO, of Hawera, in attendance and examined.

1231. *Mr. Sinclair.*] What hapus do you belong to?—Ngatitanewai, Hamua, and Hapotiki.

1232. Have you any interest further north?—Yes; at Ngatimahuro.

1233. What portion of those hapu lands you have mentioned has been leased by the Natives themselves: have you leased any?—Yes.

1234. At Hamua?—Yes.

1235. Much or little?—A large piece of it.

1236. Who is it leased to?—To Mr. Wilson.

1237. What state was the land in when it was leased to Wilson?—It was in its native state.

1238. Was there any grass on it?—Yes.

1239. Any fences?—Yes.

1240. Was there much or little grass?—There was a good deal of grass on it.

1241. Was it rough fern or grass?—There was a little fern amongst it.

1242. Did Wilson make any improvements after getting possession of the land?—Yes.

1243. Since 1884, has much improvement been made on the land?—Yes.

1244. What have been the improvements made since 1884?—He ploughed it up, and put in oats and turnips.

1245. Had it been ploughed previous to 1884?—Some of it was ploughed for the first time in 1884.

1246. Was it early in the year 1884, or late in that year?—Early in the year.

1247. Can you give us generally how many other lessees there are in this Hamua Block?—Yes.

1248. Will you give us the names?—There are five other lessees in the Hamua Block.

1249. Is there any marked difference in the state of the land since it was leased?—It is in the same state.

1250. Who leased Hapotiki?—Mr. Lysaght is lessee at the present time.

1251. How many acres?—A very large quantity; we have only a very small piece left for ourselves.

1252. Is it 1,000, 2,000, or 3,000 acres?—I believe myself it is more than 5,000 acres.

1252A. When you say 5,000 acres, do you mean the lands of Hapotiki and Omoteoia together?—Yes; I include both.

1253. What rent did you lease this land for: was it a small or a large rental?—I think it was a large rental.

1254. How much per acre was it, do you know?—I cannot tell you. I could do so if I saw the deed of lease.

1255. Did you and your people take into consideration the improvements when you leased this land?—Yes.

1256. Do you expect to get those improvements back?—Yes.

1257. Do you know that the rent has been considerably increased by the Arbitration Court in this case of Lysaght?—No; I did not hear that.

1258. What was the state of the large piece of land leased by Lysaght at the time of its being leased?—It was a piece of land that we cultivated ourselves.

1259. Was it chiefly in grass or was it rough?—The greater part of it was in grass.

1260. What improvements has Lysaght made since he had it?—He has never ploughed it. He has built houses on it.

1261. When did he build a house on it—before or after 1884?—Prior to 1884.

1262. You are interested in the Pukekohatua land: did you agree to grant the lease to Caverhill?—No.

1263. It is stated in the final clause (section 9) of the Act of 1887 that the Natives consented to a lease being granted to Caverhill?—No; the Natives never agreed to let it.

1264. Can you say that the grantees never agreed to let it to Caverhill?—No; they never agreed.

1265. If they had agreed to do so, would you have known it?—They never said anything to me about it; therefore I never knew who let the land to Lysaght.

1266. I am now referring to the Act of 1887?—That is not correct, for my relatives are inserted in the deed of lease.

1267. Hone Pihama—is he in it?—He is brother to my father.

1268. What tribe does it belong to?—The Pukekohatua Tribe.

1269. *Hon. the Chairman.*] When did you become first aware of this Act of 1887?—It was Mr. Rennell told me: it was then I first heard that the land had been leased.

1270. *Mr. Sinclair.*] Did not Mr. Rennell send you a copy of the Act?—I do not know.

1271. Did you know anything about this 9th section of the Act until it became law?—No.

1272. Did any of your people speak to you about it?—No; I never heard anything of it.

1273. Are you one of the delegates of your tribe appointed to come down here and speak on this matter?—Yes.

1274. As such you would know if the Natives had been consulted, or if your people had been consulted about this Act of 1887?—Yes.

1275. Are you satisfied with the definition of the shares of the various hapus in which you are interested?—The shares that Mr. Rennell has defined—no.

1276. Were you present when the shares were ascertained?—No.

1277. Were you consulted?—No.

1278. Which of your hapus was consulted?—I do not know who were present before Mr. Rennell.

1279. But you were not present?—No.

1280. Were you purposely or accidentally out of the way?—I never heard that it was going to take place.

1281. *Mr. Rennell.*] Are you not aware that when I was dividing the interest of the Ngati-tanewha Block I sent notice of it to the Natives?—No.

1282. That I gazetted it as well?—No; I never received any *Gazette* from you.

1283. Did I not notify it in the *Kahiti*?—I did not see the *Gazette*.

1284. Did you know Awakari when he was alive?—Yes.

1285. Do you consider him chief man of the tribe?—Yes.

1286. Ranghiramai—do you know him?—Yes; he is also an important man.

1287. Whareaitu?—Yes: he belongs to the tribe, but he did not agree.

1288. You say you were not present?—I was not present, but they told me about it after the meeting was over.

1289. You say you were not informed, and were not asked to agree to Caverhill's lease: why should you if you are not an owner of the land let to Caverhill?—I did not agree.

1289A. Was it because you were an owner?—I am a part-owner.

1290. It is not true that the Native Land Court has partitioned the land and given each one his share?—No; I was not aware of it.

1291. Are you not aware that the arbitration took place on Caverhill's lease?—No.

1292. You say you are not satisfied with the definition of shares made by me: will you tell us how many acres you have in Ngatitaniwha?—I could not tell you.

1293. Do you mean to say that I never told you?—You did not tell me how many acres he had in the portion leased, and how many there were in the portion not leased.

1294. That is not an answer to my question: what I asked you was, how many acres have you in the whole of the Ngatitaniwha Block?—I could not tell you how many acres.

1295. Had you never the curiosity to inquire from me?—You never told me how many acres I had, but you paid me such-and-such money on account of the shares I hold.

1296. You say you do not know the acreage: why, then, do you complain that you have got too little?—On account of the small amount you paid me for rent.

1297. Are you aware that only one-tenth part of the Ngatitaniwha Block is let?—I do not know.

1298. How many leases are there on it?—One.

1299. What is the total acreage?—I could not tell you how many acres have been let; I believe it is only a small portion.

WEDNESDAY, 23RD JULY, 1890.

TUMAHUKI recalled and examined.

1300. *Mr. Rennell.*] Did not you incite Macgregor not to pay any rent to the Public Trustee?—No.

1301. Did you or any of the others receive any money from Macgregor in the year 1886, or since?—No.

1302. Since I commenced to collect the rents?—No.

1303. Then, if your name is to a receipt for £109 5s., it is a forgery?—Yes; I did receive that money.

1304. Do you know at what period that was?—It was in the year 1885.

1305. The receipt says up to the year 1887—the 19th September, 1887?—I received rent up to 1885.

1306. Do you mean to say you have never received any money since I commenced to collect the rents?—No.

1307. If there is a receipt dated November, 1886, and your name is to it, that would be a forgery?—As far as I can recollect, we did not receive any more rent than that in 1885—as far as I can remember.

1308. Do you remember me consulting you about Macgregor's rent?—No; I do not recollect you interviewing me on the subject.

1309. When the Public Trustee sued and got the land back, did you not ask that the land should not be relet?—

TE KARERE OMAHURU examined.

1310. *Mr. Sinclair.*] What hapus do you belong to?—I belong to the Ngaruahine.

1311. What hapus?—To the Inuawai.

1312. What hapu grants are you in?—Te Inuawai o Kanihi.

1313. Did you give a lease of these reserves to any one?—The first lease I signed was to Caverhill—that is, the original lease.

1314. Did you let these lands to Mr. Caverhill?—Yes; I signed the lease to Mr. Caverhill.

1315. Was it a large or a small rental?—I think it was a large rent.

1316. What was the state of land leased by him?—There were old cultivations of our own on the ground.

1317. What was the state of these cultivations?—Both pieces of land were all cultivated by us.

1318. What did you do with the rent before you leased to Caverhill?—We were cultivating the land ourselves, for it was our main residence, where our cemeteries were established.

1319. Did you sow any cocksfoot?—Yes; the whole of it was down in grass.

1320. You used to reap grass-seed from the land?—Yes.

1321. What amount used you yourself derive from grass-seed?—We worked it between us, the whole of us. We used to get four or five bags of seed from some parts, from some parts more, and so on.

1322. From some as much as ten and twenty bags?—Yes; some had as much as ten, and some twenty, sacks of seed got from them.

1323. How much cocksfoot would the whole tribe get each year from the land?—About three thousand pounds.

1324. Do you mean three thousand pounds' weight or three thousand pounds in money?—Three thousand pounds in money.

1325. *Mr. Bell.*] You must mean from the whole of the Waimate Plains?—It was not only from these two places that we got that amount; we reaped it off the whole of the lands belonging to my tribe.

1326. *Mr. Sinclair.*] When was this—before the land was confiscated?—No; it was since it was confiscated.

1327. Had you any expectations as to the improvements that were to be made on this land?—I thought there would be improvements made from the conversation I had with Caverhill about the property.

1328. Was that a part of the agreement with Caverhill?—Yes; he was to fence it in, and after the term expired he was to leave all these improvements to us.

1329. Were you ever asked to grant a renewal of this lease?—No.

1330. Did you agree to appoint an arbitrator?—No.

1331. Who was the arbitrator the Maoris appointed in this case?—Te Rangiwhetu was appointed by Mr. Rennell.

1332. That is a different matter. Do you know whether Major Kemp was appointed arbitrator?—Yes; I understood that Kemp was arbitrator.

1333. For Ruatemoko?—Yes.

1334. Who was he appointed by?—Perhaps it was the Government who appointed him.

1335. Did he sit as arbitrator?—Yes.

1336. Did Major Kemp agree to the award?—When he found that it was wrong he resigned.

1337. Do you know whether Hislop (Heterapa) was arbitrator in the Okahu land?—I saw him when the arbitration was sitting on the Okahu Block.

1338. Did you agree to appoint Hislop arbitrator?—No.

1339. Which of your people agreed to appoint Hislop arbitrator?—I have already stated that Mr. Rennell appointed Te Rangiwhetu.

1340. Or was it Mr. Rennell and another person who appointed Te Rangiwhetu?—Yes; I believe it was they who appointed him.

1341. Were there any others appointed?—No.

1342. Were you present when the appointment was made?—Yes, I was there; but it was only myself and Te Rangiwhetu that had anything to say about it.

1343. How many persons are there in the Okahu grant?—I could not say how many there are of us in it.

1344. Did you give evidence before the arbitrator?—Yes.

1345. What did you say?—I told them they should return both leases to my tribe.

1346. Do I understand you that you objected to the proceedings?—Yes.

1347. You say in your petition that you objected to the administration of your land by the Public Trustee: would you say why you object?—Because that is the law that is killing this Island.

1348. Do you wish for the management in your own hands?—Yes.

1349. You are interested in some lands that were leased by the Public Trustee other than the confirmed leases?—I am interested in other pieces of land outside those which I have already mentioned.

1350. *Mr. Rennell.*] You say that the grass-seed on the Okahu land was very valuable?—Yes.

1351. Then why did you let it?—Because our people were divided among themselves.

1352. You said that I appointed Rangiwhetu arbitrator?—It was not you that appointed Rangiwhetu arbitrator, but it was by your authority that he was appointed.

1353. Rangi was not an arbitrator; Hislop was the arbitrator?—I still say that it was you that had Rangi appointed; Rangi proposed that Hislop should be appointed.

1354. Did you hear me appointing Rangiwhetu arbitrator, or how do you know that it was I who appointed him?—It was you that proposed that he should be appointed.

1355. But Rangiwhetu was not an arbitrator?—I heard that the whole of the people had appointed Hislop; but I heard afterwards that was not the case: I then understood that it was you who appointed.

1356. Do you know anything of the way in which lands were leased to Mr. Wilson by the Natives?—I think it was this way: that Mr. Mackay had control, and the Public Trustee leased to him.

1357. *Mr. Bell.*] You say that you and Rangi were the only persons that had anything to say in regard to the arbitrator?—It was only myself and Rangi.

1358. With regard to the Okahu land?—Yes.

1359. Then, was it you and Rangi that were entitled to all the land?—Rangi was acting in a selfish manner, trying to take as much of the land as he could for himself.

1360. Did you and Rangi think that you ought to have all the rents of Okahu to yourselves?—My opinion of it was that the whole of the tribe ought to receive the rent.

1361. Do you think it ought to be paid to you and Rangi, and divide with the people?—My opinion is that the rent ought to be divided amongst the whole tribe.

1362. By whom?—My idea was that a committee ought to have appointed a proper man to receive the rent.

1363. And to divide it?—The committee would then have the dividing of the money.

1364. There has been a division of this Okahu Block—has there not—made by the Native Land Court, or, rather, an ascertainment of shares?—I know nothing about it, but Mr. Rennell I daresay does.

1365. You have received some rents from Mr. Rennell, have you not?—I have received two amounts—£20 from Mr. Mackay, £20 from Sir Walter Buller. I received it here in Wellington.

1366. Have you not received rent from Mr. Rennell for Okahu?—Oh, yes! I have received money from him.

1367. I mean the rents for Okahu, regularly?—Yes; I have received rent from him every year.

Further cross-examination postponed.

THURSDAY, 24TH JULY, 1890. (MR. W. D. STEWART, Chairman.)

KARERE OMAHURU cross-examined.

1368. *Mr. Bell.* You say you think that a committee ought to receive the rents?—Yes.
1369. Would that be a committee of chiefs?—Yes.
1370. Would you have any women on the committee?—No.
1371. Nor any children?—No.
1372. Well, then, a committee of chiefs would receive the rent and divide it as they thought right?—The chiefs would consider what would be a fair division, and make it accordingly.
1373. And they would keep what they thought was fair for themselves?—I mean straightforward chiefs—honest chiefs.
1374. They would keep for themselves out of the money what they thought was fair?—Yes.
1375. I asked him yesterday whether Mr. Rennell had made a division of the shares in Ruaotemoko me Okahu?—I said I did not know about Mr. Rennell's subdivision.
1376. Yes; but you have received rent, you told us, for the last five years?—I remember receiving a sum of money—£8—from Mr. Rennell last May. I think that was the last.
1377. Have you not received your rents regularly during the last five years from Mr. Rennell?—No, I have not received it regularly.
1378. Have you received it during each year?—Other people received it clandestinely. Other people have been in the habit of drawing my money without my knowledge or consent.
1379. And you have not signed receipts?—I signed a receipt for £20, paid me by Mr. Mackay; and I signed another receipt for £8, paid me by Mr. Rennell.
1380. Are those the only receipts you signed?—Yes.
1381. Then other Maoris have received your rents, have they?—Yes, that is so.
1382. Are you sure you are in the grant of Ruaotemoko?—Yes.
1383. Quite sure?—I was one of those who granted the old lease to Cowan, but I did not know anything about an underhand lease which has since been made.
1384. I am not asking you about the lease, but are you a grantee of Ruaotemoko? He told us he was, and I want to see if such is the case?—My name might not be in the grant.
1385. But I understood you to tell us it was?—If you will refer to the old lease, you will find I gave that lease under the name of Te Huru.
1386. It is quite true you signed the old lease, but that was before any grant was issued—before any ascertainment of the title of the land?—I do not know anything about the Crown grant.
1387. Now, I want to know this: Do you think you are entitled to receive rent for Ruaotemoko?—My wife, my brother-in-law, and myself are the real owners of that land.
1388. Then you think you and your brother-in-law would be entitled to the greater part of the rent?—Yes; but it should be paid to the whole of the people who own the land.
1389. Yes; but you tell me you and your brother-in-law are real owners of the land?—My brother-in-law and myself and my wife are some of the real owners of this land.
1390. Then you think you are entitled to a share of the rent of Ruaotemoko?—Of course, under the old lease. If the old lease was upheld, I should receive a share of the rent.
1391. Then you think you are entitled to receive rent now?—It is right I should have a share of the money.
1392. Could you claim a large share of the rent?—That is a matter which should rest with the committee, because I say that the dividing of the rent should be given to the committee.
1393. But you would expect to be a member of the committee, would you not?—Yes.
1394. I want your views, as a member of the possible committee, as to what share of the rent you ought to get—you and your brother-in-law and wife together?—I am not saying the land should be leased. I want the leasing of this land to come to an end.
1395. That is not the question. The land, you tell us, has been leased under an old lease, and the division of the rent ought to be left to the committee. I want to know, if he says he would be a member of the committee, what share of the rent should be given to yourself, your wife, and your brother-in-law?—Which money do you allude to?
1396. The rent under the old lease?—Do you mean right down to the present time?
1397. Yes?—I want to get the land back, but the people have said that all the rent-money shall be paid to Mr. Sinclair.
1398. I want you to answer this question: You want the rent under the old lease to be paid, and for the committee to divide it. You will be a member of the committee according to your own plan, and what part of the rent do you think ought to be kept for yourself, your wife, and your brother?—That is a matter which will have to be settled by the whole tribe. It is not for me to say what shall be paid to three of us.
1399. Are you on good terms with your people—with the rest of the tribe?—There is a trouble between us.
1400. Do you think the rest of the tribe would agree to your receiving the rent?—There is a trouble with one of my hapus. I will draw my own share.
1401. Do you think the rest of the people would agree to your being one of the persons to receive the rents?—Yes, they would.
1402. Do your people complain that the rents of Ruaotemoko and Okahu have not been paid?—Mr. Rennell knows that some of the rents have not been paid.
1403. By whom?—The land has since been handed over by Mr. Rennell to another hapu, and they are now getting the rent.
1404. The land has passed—that is to say, that Ruaotemoko has been granted to the persons who have been ascertained to be the true owners?—The land has been stolen.
1405. Stolen by whom? By the other hapu?—The dishonest Natives who went and made representations to Mr. Rennell.

1406. Mr. Rennell has nothing to do with it. Do you not know that Mr. Rennell has nothing to do with the ascertainment of the title of the land?—[Evidence interrupted by conversation between Committee and counsel, and no answer given.]

[Mr. Stewart leaving the room for a time, the Hon. E. C. J. Stevens takes the chair.]

Mr. Mackay read the following circular, which was handed to the witness for perusal.

Witness (after reading): This document is correct; but when the Crown grant was issued for the land, then other hapus got it.

1407. *Mr. Mackay.*] What other hapus got it?—I gave one hapu to you to my knowledge.

1408. Have you any other hapu except Te Inuawai?—My principal hapu is

1409. Are you on the grant of Te Inuawai?—My father's name is in.

1410. What is your father's name?—Matoeoterangi.

1411. Was not the grant before I sent you that circular?—This is the first time you have given me this document.

1412. Do you swear that?—This is the first time I have seen such a document as this. You did not give me one formerly.

1413. Did you not come and meet me—you and your son—and sign that agreement [agreement produced]?—Yes.

1414. And did you not then agree, out of 2,103 acres, to lease 1,400, and reserve 703 for your hapu?—I did agree.

1415. And was it not all open land with the exception of that which you reserved specially for the bush?—I got that piece reserved [showing on map].

1416. It was all open land reserved for you otherwise?—Yes.

1417. You said yesterday there was not sufficient land left for your tribe—that there were a number of landless Natives belonging to your hapu—a large number that were landless?—Yes.

1418. Do you recollect my visiting your hapu on the 17th October, 1883, at Mataweetee?—I remember your coming.

1419. We had a very long sitting that day in the meeting-house, did we not?—Yes. It was not in the house, but at the door.

1420. Yes. Well, I brought with me a lease [producing lease]?—Yes.

1421. And I examined it with your list of the grantees?—I do not know about that, but I did not sign that lease at all.

1422. Were you not there—you and all who were resident at the pa—on that day?—Yes, the whole tribe were there.

1423. Well, this list is a census of all the names upon the grant—all those seventy-nine names?—[Objected to by Mr. Sinclair on the ground that it was an understanding this point should not be gone into; and, objection being sustained, Mr. Mackay said he would postpone what he could prove in regard to this.]

Witness here asked to be allowed to make a statement, and, permission being given, he proceeded as follows: I want the Murimotu land to be given back to me and my people. The Bill dealing with the West Coast Native reserve which is now being considered embodies the wish of all the Natives on the Coast. If that Bill becomes law, the Natives on the East Coast will follow our example, and it will be the means of making the Maoris and Europeans to live peaceably together under the Queen's laws.

The interpreter said the remainder of the statement was quite untranslatable.

Mr. Sinclair: That was why he had to make a statement. I could not brief his evidence.

Under these circumstances the witness was thanked, and withdrew.

KARORO, of Hawera, recalled for cross-examination.

1424. *Mr. Levi.*] Do you know well the Hapotiki and Mokoia reserves, leased to Mr. Lysaght?—I do.

1425. Do you know the improvements made upon this place by Mr. Lysaght?—Yes.

1426. What improvements have been made within the last six years?—Do you mean by way of fencing or ploughing the land?

1427. Yes, I want everything?—Mr. Lysaght has erected fences.

1428. When did he do that?—Many years ago and down to the last six years. Some of the fences have been kept in good repair.

1429. Can you say how much fencing has been erected since 1884, say?—A good deal, seeing it is a very large piece of land.

1430. Can you give an idea of how many chains, roughly?—The fence follows the stream quite a mile in length.

1431. How long ago was that fence erected—in what year?—Last year—1889.

1432. Early or late in 1889—was it before or after the arbitration sitting?—Afterwards.

1433. Is that the only fence which has been erected within the last six years?—This is the only new fence that has been erected.

1434. What other improvements beside fencing have been done?—No other improvements.

1435. Has no bush been cleared within the last six years?—No, I have not seen any bush-falling.

1436. Has no grass been sown?—I have not seen any; the only grass is what was laid down by the Natives.

1437. Have no buildings been put up?—There are buildings. I do not know whether they were erected by Mr. Lysaght or the first lessee.

1438. Have they erected any buildings within the last six years?—No.

1439. Do you know of any drains that have been made within the last six years?—No; there are no drains on the land.

1440. Has any land been ploughed during the last six years?—No.
1441. Do you know of any other improvements besides those I have mentioned made within the last six years?—I do not know of any other improvements. My answers have been all referring to Hapotiki.
1442. Do you know of the improvements which have been made on Mokoia?—I do know of improvements that have been made there.
1443. What fencing has been done there within the last six years?—I am not aware of any new fencing. The only fences I know of there are old ones.
1444. That is, put up before 1884?—Yes.
1445. Do you know of any improvements which have been made within the last six years at Mokoia?—Yes, I do.
1446. Will you tell me what they are?—The land has been ploughed and laid down in wheat and oats.
1447. How much of it?—Perhaps 200 acres.
1448. When was that done?—Every year wheat, oats, or turnips were put in on this land.
1449. When was it first ploughed? How many years ago—more than six or less than six?—More than six years ago.
1450. Are there any buildings at Mokoia?—Yes; Mr. Lysaght himself lives there.
1451. Do you know of any buildings which have been put up within the last six years?—Mr. Lysaght has many buildings—it is a homestead—but I do not know of any of them that have been erected during the last six years.
1452. Do you know of any grass being sown at Mokoia during the last six years?—Land has been laid down with grass within the last six years.
1453. How much of it?—Probably 200 acres.
1454. And when was that laid down in grass—what year?—Some several years ago, and some last year. Part of the land I have already mentioned was laid down in oats and wheat.
1455. Some of the land was already ploughed and sown in grass?—Yes.
1456. How much of it was sown last year?—A considerable area.
1457. One hundred acres—less or more?—Perhaps more than one hundred acres.
1458. But the rest was sown some time before, you say?—Yes.
1459. When would that be about?—Some of it was laid down in 1883 and 1884.
1460. Has any bush been cleared at Mokoia during the last six years?—No.
1461. Do you know of any drains that have been made during the last six years?—No.
1462. *Mr. Rennell.*] You stated yesterday to the Committee that you did not know your interest on Ngatitaniwha?—I subdivided the interest for the purpose of paying the rent.
1463. That is, his interest of the rent?—Yes.
1464. You say that Te Awakari, the head man of the hapu, told you what happened at the meeting: did he also tell you what your share was?—He was not satisfied with your administration, and he did not tell me what my share was.
1465. Do you not know that I sent Te Awakari a list of each man's acreage as soon as I made it out?—I do not know.
1466. Do you not know that within the last six months I sent Te Whareaitu, the son of Te Awakari, a copy?—I do not.
1467. Did you sign the lease for the land that let on the Ngatitaniwha Block?—Do you mean the old lease?
1468. Yes?—I did not.
1469. Then, I presume you do not know the rent. Did the Natives who signed the lease never inform you what the rent was?—No; I do not know the tribe who gave the lease, nor do I know the terms of the lease.
1470. You say you are dissatisfied with your interest: why do you not get the Native Land Court to fix your interest?—I respect the wish of the tribe, which is, that no subdivision of the land should be made.
1471. Hamua: is he dissatisfied, as far as he is himself concerned, by what I did in Hamua for his own share?—I am dissatisfied.
1472. Are you aware your share and twenty others have been cut out since in the Native Land Court, and that they followed my acreage exactly?—I have heard that a subdivision has been made, but we have received no orders of the Court.
1473. Have they paid for the cost of the survey yet?—No.
1474. Do you expect to get those orders without paying for them?—We do not know what steps it is necessary to take before we can get our orders.
1475. You remember a Court case on the Hamua Block?—A great many cases have been heard in the Native Land Court.
1476. This was in 1887, before Judge Wilson?—I heard of the case you mention.
1477. Did not a solicitor appear before Judge Wilson on behalf of Patohe and his friend?—He did.
1478. Do you not know that Judge Wilson said those shares had been fairly apportioned?—I did not hear him say so.
1479. Did every one of the shares follow my acreage exactly?—I was not in the Court, and do not know what took place.

THOMAS WILLIAM FISHER examined.

1480. *Mr. Levi.*] What is your name?—Thomas William Fisher.
1481. Where do you live?—At Waitotara.
1482. What are you?—I am a Native Land Court agent.

1483. Do you know well any of the holdings of lessees under confirmed leases of the West Coast settlement reserves?—I know them well down about the Waitotara.
1484. Will you give me the names of the reserves that you know well?—I know the Ihupuku : that is occupied by Messrs. Durie.
1485. Do you know the number of the confirmed lease?—No. 45.
1486. Are Messrs. Durie owners of it?—It is in the name of Mr. Hutchison, I believe.
1487. What are the names of other reserves you know well?—A place called the Umuroa, occupied by Mr. Verry.
1488. What number is that?—No. 38.
1489. Any others?—I also know one called Kaihu.
1490. Leased to whom?—To Mr. T. H. Nicholson.
1491. What is the number of the lease?—No. 39.
1492. Any other?—I also know the properties occupied by Wilson and Frere. They comprise three sections—three distinct grants.
1493. Are there three leases?—Yes.
1494. What are the numbers of them?—Nos. 18, 19, and 20.
1495. Take Ihupuku : do you know what improvements there are there now?—Improvements that are existing there?
1496. Yes, that are now existing?—There is a house upon it.
1497. Do you know what improvements there are on it?—I know there are improvements on it.
1498. Which of the improvements on it have been put there during the last six years?—There has been a boundary-fence erected between Mrs. Durie's property and this reserve.
1499. Between this reserve and another property belonging to Mrs. Durie?—Yes.
1500. When was that done?—Between two and three years back.
1501. Anything else?—There has been a piece of fencing done from the lower corner, fencing off part of the river.
1502. How long ago was that fence erected?—About five years back, I should think.
1503. Anything else?—There has been a bit of ploughing done on the same flat.
1504. When was that done?—About the same time.
1505. Did they plough it and take crops, or did they plough it and sow it with grass?—Some portions north of the railway-line have been ploughed and crops taken out of them ; and the piece below this is sown down in grass.
1506. Is the latter part of a large extent?—It might comprise 100 acres possibly.
1507. And the part cropped—how large would that be?—About 17 or 18 acres possibly, or 18 or 20.
1508. Has any building been put up within the last six years?—Not that I am aware of.
1509. Or any other improvements you know of at all during the last six years?—No.
1510. Take Umuroa : what improvements have been made there within the last six years?—There has been a bit of bushfalling—some 30 or 40 acres, I should say.
1511. When was that done?—About four years back.
1512. Before or after 1887?—I should say before, or just about that time, possibly—about that season.
1513. Anything else?—There has been some fencing done there during the last two or three years. I should say, possibly, a mile and a half of it.
1514. Done when?—About two years ago.
1515. Before or after the arbitration?—I should think it was just about at the finish of the Arbitration Court. It was in hand about that time.
1516. Any other improvements on Umuroa during the last six years?—No, not that you could call improvements.
1517. What improvements have been made at Kaihu—Nicholson's—during the last six years?—There has been, I should say, about 60 or 70 acres of bush knocked down on that.
1518. When was that?—In 1886 or 1887—two seasons.
1519. Anything else?—And a good deal of fencing was done—possibly a mile and a half—on the road-line.
1520. When was that?—That would be about the time of the Arbitration Court sitting also.
1521. About a mile and a half?—Yes, about 120 chains.
1522. Was this fence along the road-line?—Yes.
1523. Does the road-line run through the property?—The road-line runs through the property.
1524. It was fenced on both sides of the road?—Yes, it is now.
1525. Do you know why they fenced that road?—Because they got notice from the Road Board to remove the gates they had hanging on their boundary-fences.
1526. I understand they had to fence the road-line at that time?—Yes, of course, or the stock would stray.
1527. Do you know what other improvements have been made recently?—There is a new fence erected between there (Verry's) and Nicholson's boundary. The original fence, put up a few years back, was not in the proper place, and they have put up one on the proper line.
1528. When was that done?—I should say since the sitting of the Arbitration Court.
1529. Are there any other improvements on Kaihu, put up within the last six years, besides what you have given me?—No, not that I am aware of.
1530. Take Wilson and Frere's : what improvements have been made there during the last six years?—On sections Nos. 417 and 418, confirmed leases 18 and 19, there is very little done in the last five or six years.
1531. Do you know of any improvements at all made there?—Not that you could call permanent improvements.

1532. Now, as to the other section?—Confirmed lease 20.
1533. The large one?—Confirmed lease 20?
1534. Yes. What improvements have been made on that during the last six years?—Three or four years ago there was an addition made to the house.
1535. What year was it, do you know?—I should think about 1885.
1536. Was there a large addition?—Yes, I believe it is a fair-sized house—cost possibly £200.
1537. What was it before?—Just a small cottage.
1538. Do you know of any other improvements made on this section since 1886, or within the last six years?—No. When they have ploughed it and taken crops off, you cannot consider that an improvement.
1539. You do not consider it to be an improvement to take crops out of the land?—No.
1540. Are you acquainted with the values of Native lands in this part of the district—the Waitotara district?—I am acquainted with the values of land generally in the whole district.
1541. What experience have you had as to the land-values there?—I have valued sometimes for different companies, banks, and so forth.
1542. Have you owned land yourself?—Yes, I have been an owner of land for some years in that district.
1543. Have you bought and sold land?—Yes, I have.
1544. Recently?—I have within the last five years.
1545. Now, what is a fair letting-value of the Ihupuku Reserve with the present improvements as it stands now?—I should say the value of that property as it stands at present would be 6s. 6d. an acre.
1546. What should you put down as the value of the improvements per acre on that land?—Do you mean taking the house and everything into consideration?
1547. Taking everything into consideration?—About £1 per acre ought to cover the whole thing.
1548. *Hon. Captain Kenny.*] When you say 6s. 6d. an acre, do you mean the annual rental value?—6s. 6d. is the rental value to lease per acre.
1549. The £1 per acre is the capital value of the improvements?—Yes.
1550. *Mr. Levi.*] Do you know any facts as to the actual selling or letting in regard to any adjoining or neighbouring land which would illustrate the value of this block?—There was a section adjoining this that was formerly the property of Mrs. Durie, comprising 100 acres, which was sold about, I should say, four years back for £11 an acre.
1551. *Mr. Peacock.*] You are speaking now of Hutchison's, are you not?—Messrs. Durie are in occupation of it.
- [The witness was here shown a plan, and he indicated thereon a section marked 300.]
1552. *Mr. Levi.*] That is the property which changed hands at £11 an acre?—Yes.
1553. Do you know anything else in that way?—Section 310 changed hands at an advance of over £5 an acre lately; because I made an offer for that section myself of £5 an acre to the mortgagees, and they got a better offer than mine.
1554. *Hon. the Chairman.*] Freehold, I suppose?—Yes, sir.
1555. *Mr. Levi.*] I want you to tell the Committee what would be the value of the respective improvements of this land, say per acre?—As to Section 300, there was the fencing and the wool-shed erected on it. The wool-shed I should say is worth from £150 to £200, and the fencing on it would be worth, I suppose—a mile of fencing is done, 80 chains—£50. With the fencing and sowing-down in grass you might put it at £1 an acre, taking it over all. That would mean £300.
1556. What are the improvements on Section 310, that you offered £5 for?—That is laid down in grass—a considerable portion of it. I should say the value of the improvements on that section would mean about £250.
1557. How many acres are there?—About 160.
1558. Is there any difference between the qualities of the different lands you have compared?—The 100-acres section is worth considerably more as a whole—fully £2 difference.
1559. *Hon. Captain Kenny.*] There is a difference in the position?—Not much difference in the position. It would be lighter land in the Ihupuku.
1560. *Mr. Levi.*] How would the Ihupuku and the other sections compare?—I should prefer the Ihupuku to Section 310.
1561. Are there any other lands adjoining or in the neighbourhood of this that you would compare with it as to price?—There is a section on the opposite side of the Waitotara River which would be a similar property.
1562. Do you know anything about that?—Personally, of the two I prefer the Native lease to the other one.
1563. Do you know anything about this?—I know this other property is being let from the present month on a seven years' lease, at a rental of 8s. per acre.
1564. Is it improved more than Ihupuku?—I should say about equal.
1565. Whereabout is this section?—On the opposite side of the river. Right opposite the Ihupuku, on the opposite side of the river.
1566. It is divided from the Ihupuku by the river, I understand?—Yes, by the river at the bottom part.
1567. What should you say, Mr. Fisher, is the letting-value of the reserve Umuroa with the improvements as it stands now?—It would let at 5s. per acre.
1568. And what should you put down as the value of the improvements per acre—the capital value of the improvements per acre?—The existing improvements on a 500-acre section like that, with the house, would come to £750.
1569. That would be £1 10s. per acre?—Somewhere about that.

1570. Do you know of any other holding thereabouts which would show the value of this?—There is a section which lies on the opposite side of the county road to the section I speak of, Umuroa; 310 is on the frontage of it (Umuroa), and it runs down to the Waitotara River behind Section 297.

1571. It is divided from 310 by the main road?—Yes.

1572. It is the better section of the two?—I should say there is very little difference in those.

1573. You mean as to quality of land and present improvements?—For carrying-capacity, yes.

1574. Give me the value of Kaihu—Nicholson's—the letting-value?—That is, of the property as a whole?

1575. That is, of the whole property as a whole?—I should say the value of that all over would be 5s.

1576. And what would the improvements per acre of that be?—I should say you would take it to be about £1 10s. an acre.

1577. Where is it situate—near the other reserves?—It joins Umuroa.

1578. Is it similar land?—Yes.

1579. Is it improved more or less?—It is improved.

1580. Is it improved to a greater extent than Umuroa?—No, I should say not; but about equal.

1581. Do you know, Mr. Fisher, of any negotiations taking place for the renewal of any lease before the Act of 1887?—There were negotiations in hand as to one piece of Nicholson's. I would point out, in this lease I am speaking of there are two distinct grants.

1582. In what lease?—In this one of Mr. Nicholson's. One grant of 340 acres was granted to Tawhitipou and others, and one of 330 acres to Rakei te Wharekorito and others.

1583. There is one lease in these two grants?—Yes.

1584. What about the negotiations for renewal?—I received a paper from the Reserves Trustee, Mr. Rennell, advising me that Mr. Nicholson had told him that the Natives had agreed to give a new lease for this portion belonging to Rakei te Wharekorito, and that, on account of the difficulty in getting the Natives together for their signatures, he asked me if I would attest the names of the Natives as they came into the township.

1585. Have you any of the documents with you?—I have the document.

1586. *Hon. the Chairman.*] The letter, do you mean?—Yes, sir [producing letter].

1587. *Mr. Levi.*] What date was this?—The lease was attested about the end of January, 1887.

1588. Now, what was the rental at which the lessee wanted this renewal?—£55 was the amount stated in that.

1589. And that was part of Nicholson's lease?—This was for the 330-acre section.

1590. How is it that it was not completed?—There were three signatures required to complete it. One of the Natives was living at Murimutu, some distance up the Wanganui River, and another at a place called Raorikia, on the Wanganui River, and another at Parihaka.

1591. They were the three signatures you could not get?—They were the three who did not come to the township.

1592. Do you know the rent the whole lease is fixed at under the awards?—I believe it is £65 and some odd shillings.

1593. And this amount was offered for half of it?—Not quite a half—330 acres out of 672.

1594. Were you present at any of the arbitration sittings on this question of renewing of the leases?—Yes, I was present at most all of them—that is, the southern ones.

1595. Which were you present at?—Patea and Waitotara.

1596. What were you present for at these arbitration sittings?—In case I was called upon in any way. I had served the notices of the Court sitting.

1597. Did you take any notes of any of the proceedings?—I did at the Waitotara sitting.

1598. Were you present the whole of the time at the Waitotara sitting?—Yes.

1599. And you took notes of the proceedings?—Yes, on behalf of the Natives.

1600. What was the method in which the business was conducted at these arbitration sittings? How did they go about it—what did they do?—In the first instance they called upon the lessee to make a statement, and in most cases a plan was produced showing the land and subdivisions of it—the different portions of flat land, and so forth. Then they would ask the value of the respective portions, and he would then give descriptions of the value of the respective portions.

1601. How do you mean?—He would give the value of the bush-land, so much per acre; then of the flat land, so much per acre; and the swamp, so much per acre; and so on.

1602. What next?—He would go on with the improvements, and value them in the same way.

1603. Would the lessees be asked what would be a fair letting-value of the sections?—I never heard such a question put to them.

1604. The evidence they gave was all as to the capital value of the land?—Yes.

1605. Did any one else give evidence beside the lessees?—With regard to the value?

1606. With regard to anything?—No; but the Natives gave evidence on their side.

1607. What did they give evidence as to?—Their evidence right through was simply against the Act of 1887 as a whole—simply protesting against the whole thing.

1608. But they gave no evidence as to the value?—No.

1609. Were they asked by either of the arbitrators or by the umpire any questions as to the value of the land?—Not that I know of.

1610. Were they asked any questions as to the improvements made on the land?—No.

1611. Who were the arbitrators sitting when you attended?—Mr. Livingston and Mr. Cowney; and Mr. Arundel was the umpire in the Patea Court, and also for all the cases at Waitotara, excepting one called Te Hapua.

1612. And who sat there?—Messrs. Livingston and Johnston.

1613. Who was the umpire?—Mr. Arundel was the umpire in all the cases.

1614. Who took the most prominent part in the proceedings?—Mr. Cowern.
1615. *Hon. Captain Kenny.*] Who was the arbitrator for the Natives?—Mr. Livingston.
1616. *Mr. Levi.*] What part did Mr. Livingston take? What did he do?—If he made any remark he said it to Mr. Cowern, and Mr. Cowern would ask a question.
1617. Did Mr. Livingston ask any questions of the Natives at all?—Not that I can recollect.
1618. Can you say whether he attempted to elicit any evidence from the Natives as to the letting-value of the land?—Not as far as the Waitotara Natives are concerned.
1619. Could you say how many days the Arbitration Court sat at Waitotara?
1620. On the first occasion two days, and on the last there were one or two cases to be heard, and they finished them in one day, sitting very late.
1621. They sat three days altogether?—Yes.
1622. How many cases did they adjudicate upon in that time?—Eight.
1623. I believe, Mr. Fisher, you served a lot of Natives with notices in connection with these matters?—Yes, I did.
1624. What notices were they that you served?—I served them with all the notices—the surrender notices, the Arbitration Court notices, and the awards.
1625. As to what Natives or what reserves?—I served the whole of the Court notices for the sittings at Patea and Waitotara.
1626. What do you mean by the Court notices?—That was of the sittings of the Arbitration Court.
1627. You gave them notices of the day of the sitting?—Yes.
1628. And you served, what else?—I served also the awards.
1629. Copies of the awards on the grantees?—Yes.
1630. Who employed you to do that?—The arbitrators.
1631. For both the Court notices and the copies of the awards?—Yes.
1632. Did the arbitrators pay you?—They did, eventually.
1633. Could you show the Committee what you were paid for this serving?—I was paid £149 for the services of the Court notices.
1634. And for the other?—And for the award notices, £204.
1635. Could you show details of your charges in the matter?—Yes; I have a copy of the tender I sent in to them on the occasion.
1636. You did it by tender?—I sent a tender in; yes.
1637. Have you a copy of that?—I have my copy [producing it].
1638. Can you explain why the charges are so large?—They are not so large when you consider the number of Natives I had to serve. There were close on five hundred Natives to serve, I should say.
1639. Do you mean five hundred notices?—Some Natives might have two or three notices.
1640. You had two lots to serve?—In that lot there were twenty grants—twenty distinct grants.
1641. Had you any special difficulty about serving these notices?—A lot of these Natives lived in different places in the district, running from Parewanui on the south to Parihaka on the north, a radius of 160 miles. Others again lived in Murimutu; others up the Wanganui River; others in the Waikato.
1642. And you had to find out and serve all those Natives?—My instructions were to serve those Natives in accordance with section 6 of the regulations.
1643. Which regulations?—I was to serve these Natives personally, if practicable.
1644. The regulations under the 1887 Act?—I have a copy: it is section 6.
1645. Did any of the Natives avoid service?—They never ran after me when I had the notices. I had to go after them. I had to run after one person—fairly run after him.
1646. It has been stated that the Natives avoided service—that whenever an interpreter appeared with the notices the Natives ran away. You served a large portion of the notices: could you say if that was generally true?—As far as my portion is concerned, it was not. In the Waitotara I got on fairly well with knowing them so well, but further north I had some trouble. If I have not been able to see the people there I have had to wait about and pick them up; but I have always succeeded in serving them.
1647. Take the men—Ngarangi, Ngapaki, Tutangi, and Whakarua—who have given evidence here: did they avoid service of the notices?—I have never found them to avoid service.
1648. Was the fact that service was likely to be avoided considered in your charges for the services of these notices?—In making up that amount I had to take this position into consideration: The arbitrators declined to guarantee payment for the service of any of these notices if the awards were not lifted; so that meant—presuming I had to serve the whole of these notices—450 or 500 notices; and, had the awards never been lifted, I should have done all the work without recompense. I had to take the risk of payment.
1649. And you considered that in making your charges?—Decidedly. Out of this £149 for the service of the Court notices I had to pay away for additional labour close on £40, I should say, out of my own pocket, in cash.
1650. You did not answer the question I put to you. You have told us several things that you considered in making up your charges: did you consider at all the fact that service was likely to be avoided?—I had to consider a slight matter in that way for the outside notices north of Waitotara.
1651. Did that make much difference?—It made a slight difference of £20 in the whole tender.
1652. *Hon. the Chairman* (producing document.)] Referring to this paper you handed in relating to grant 7,037, you said all the signatures Mr. Rennell requested you to obtain could not be got?—Were not got; they could have been got.
1653. This represents the 330 acres you spoke of?—Yes.

1654. Is that included in the lease No. 39?—Yes, it is included in that lease.

1655. The 330 acres is included in the lease?—The 330 acres is included in the 672 acres in confirmed lease No. 39.

1656. *Mr. Sinclair.*] Is it the general wish of the Natives to get the control of their own lands down there?—It is not as far as the majority of the Waitotara Natives are concerned.

1657. Are they prepared to leave it in the hands of the Public Trustee?—I believe a considerable majority are.

1658. *Mr. Rennell.*] Mr. Williams gave evidence before the Committee a few days ago, and his idea was that three Natives should be appointed or elected a committee to receive the rents and to distribute them: do you think that would work?—Three Natives for any particular district?

1659. Yes; to receive the rents and to distribute them?—What district?

1660. The whole district of the Waitotara?—No; I am satisfied that would not meet the views of the Natives in that way.

1661. Do you think the Waitotara Natives would submit to the dictation of three Natives?—No.

1662. Or the Natives of one grant submit to the dictation of the Natives of another?—Natives, as a rule, would not agree to anything like that.

1663. There are two Native petitions before the Committee this session: do you think the number of petitions would be increased if such a committee were formed?—I think there would be dissension afterwards.

1664. Some doubt has been thrown on the fairness of my division of interest: would you speak, from your own knowledge, of your own part of the district. Do you remember my going to visit the Natives of your district?—I remember your being down.

1665. Do you think I consulted the representative Natives?—Yes; all the leading men.

1666. Do you think, when the Assessor went with me, that the leading men were present then?—Yes; the leading men were all present on that occasion, except those residing at Parihaka.

1667. Are not a number of the Natives unwilling to listen to anything as to selling or letting of Native lands, or anything else?—We have a great number that way.

1668. Do you think, if the Native Land Court sat in the district, any of my divisions would be altered—generally, I mean?—I hardly think there would be much alteration in the acreage.

1669. Can you tell me why some of the Natives refuse to take their rents?—In your hands, do you mean?

1670. Yes?—On account of bringing in this thirty years' lease. A great many of them have a fear of committing themselves in any way.

1671. Because some of the Natives before the Committee have said that was not the reason. I want to bring that out. You served the surrender notices in the first place, and many of them were in your district?—A good number of them.

1672. Did I, at the same time, supply you with the Act of 1887, and the regulations under the Act, in Maori?—Yes.

1673. Did I not give you a number for distribution if required?—A number of the regulations? Yes.

1674. Previous to this did I not send the Act and regulations, in Maori, to a number of the Natives of your district?—Yes.

1675. You say, Mr. Fisher, that the Natives did not avoid service: do you mean by that to say that the Natives you were acquainted with did not avoid service, or the Natives generally?—I was speaking of the Waitotara Natives.

1676. Those you are particularly acquainted with?—Yes.

1677. Did you have any difficulty in serving in your own district?—No; but north of the Waitotara I had a difficulty. That is what I said before.

1678. Were you there threatened with violence by any women you served?—More in joke than anything else; but I have always done what I had to do. For instance, I was serving notices on one occasion in Messrs. Gowers' lease at Taranaki-iti, and after serving the notices the women—some three or four women—set on me, and tackled me with bits of stick. When I got as far as the gate I served another person in a dray, and a woman jumped up in the dray with a horsewhip, and commenced to lay it about me a little.

1679. Do you remember a man named Komene?—Yes.

1680. Do you remember serving him with a notice when on the top of his house?—That was the person I had a job to get hold of. Twice or three times he ran away. I then went to his place and served it on his son.

1681. He did avoid service?—Yes.

1682. *Mr. Bell.*] Your service of these notices was principally on Natives south of the Waitotara?—South of Patea.

1683. Did you find them pretty tractable?—All the Natives I am acquainted with in the southern part.

1684. Did you have any experience of serving north of Patea?—Yes; I served some north of Patea.

1685. Did you have any difficulty there?—I can say I have had no difficulty with the Waitotara Natives. It is only the Waitotara Natives I have had to do with—only the people I am thoroughly acquainted with—and I had no difficulty in serving them.

1686. They did not try to get away from you?—No.

1687. Did not you avoid telling the Natives what you had in your pocket?—I got into the whares, and got into conversation with them, and served them with the notices.

1688. If they had known you were there with the notices in your pocket, would you have found them in their whares?—If they had known I was coming they would not have stopped there.

1689. I cannot understand why you give such evidence as you do to the Committee. You went there and you found them in their whares because you kept the reason of your errand secret?—They were served in the same way as I would serve Europeans.

1690. With a summons from the Magistrate's Court?—Similarly.

1691. And yet you say they did not keep out of the way?—I say they did not go away from me.

1692. The point put to you, Mr. Fisher, was, as to whether they did not keep out of the way of service?—They did not in my case.

1693. What do you mean? I ask you again, if they had known that you had the notices in your pocket, do you think you would have found them in their whares?—They would very likely have gone away if they had known.

1694. Do you say they did not keep out of the way of service?—I say they did not keep out of the way in my case.

1695. You managed to serve them by not letting them know you had the notices in your pocket?—Yes.

1696. Is not that so?—It is correct.

1697. And you admit that if they had known you had the notices in your pocket they would not have been there?—I cannot say for certain. Probably they would not have been there.

1698. You know their wish in the matter?—They would have gone out of the way, no doubt.

1699. Why did you let Mr. Levi and Mr. Sinclair be misled? They did not want to be served, even these Waitotara Natives; but you managed to serve them?—Yes.

1700. Do you know what was the case north of Patea, in regard to the other persons who had to serve Maoris—do you know if they had any difficulty?—I was not present much at the service of those Natives at all.

1701. From what you heard, was there any difficulty?—I have heard there was a difficulty.

1702. Is it not common talk of the district?—It is the talk north, I believe.

1703. Is it not common talk, the methods the Maoris used to evade service?—It is the talk in the northern part of the district.

[Mr. Bell intimated that he would continue his questions on the following day if the Committee raised no objection.]

1704. *Mr. Peacock.*] In speaking of the value per acre of the land in lease 45, what do you consider a fair percentage to reckon for rent on the capital value?—In taking the capital value?

1705. Yes. You gave an estimate of what you considered the value for rent, and you gave some information as to what the land near it sold at: what do you consider the percentage on the value to make a fair rent?—That is generally reckoned about 6 per cent.

1706. When you reckoned the Ihupuku Block worth 6s. 6d. an acre, did you include improvements in it?—Yes.

1707. I understand you to say that the block sold was 100 acres?—Which?

1708. That block you spoke of as having been sold—Section 300. You said there were 100 acres in it?—Yes.

1709. You said it sold at £11 an acre—that is, £1,100—and you said you considered that land worth £2 an acre more than the Ihupuku Block you were comparing it with?—That was after deducting the improvements, which I gave as being worth £350—that was, £3 10s. an acre.

1710. And you said the land itself was worth more by £2 an acre—that was, £5 10s. an acre?—That would be so.

1711. That would leave about £5 10s. an acre for the balance?—Yes.

1712. And you say 6 per cent. on that?—I should say, take the value about 6 per cent.

1713. That would about come up to what you say?—It is somewhere about that. I simply state what I know of properties in the district.

1714. *Hon. Captain Kenny.*] How do you get at the capital value?—From what I know of properties roundabout.

1715. You describe yourself as a Native Land Court Agent; as having held property; and as having been agent for companies: have you ever been a practical farmer yourself?—I have been mixed up with farming for the last twenty years.

1716. Have you been a practical farmer yourself?—No.

1717. Of course you have not had any experience as to the cost of improvements on rough land?—Yes; I have had to pay for it—for the work of bushfalling and ploughing, and so forth—as agent for others, and for myself.

1718. Do you know the actual cost of clearing and sowing, &c.?—I have supervised all my own properties.

1719. Do you know anything about the carrying-capacity of the land for sheep and cattle?—I can form an idea.

1720. You can judge pretty well from personal experience?—Yes.

1721. And what is the average carrying-capacity of the land you have been speaking of per acre?—I should say the carrying-capacity of the land (Ihupuku) would be from two and a half to three sheep per acre.

1722. Is that the best land?—Oh, no; we have better land than that.

1723. What is the carrying capacity of the best land?—Some of it would carry four sheep.

1724. That is, land ploughed and laid down with English grass?—Yes.

1725. What do you reckon should be paid by way of rent for sheep?—Taking the capital value, I should say it would be about £2 per acre per sheep.

1726. There would be 6 per cent. on that?—Yes.

1727. You spoke of being present at the Arbitration Court when the arbitrators were sitting: do you know them to be practical men?—Mr. Livingston, I believe—

1728. They did not take evidence of the Natives?—They did not take evidence of the Natives as to the annual value of the land.

1729. Did they take any other evidence?—Only lessees' evidence. I do not know of any case where outside evidence was called in as to value.

1730. Did they require of the lessees any proof of the cost of the improvements they had made? Did they call for vouchers, or any evidence of the actual cost?—No.

FRIDAY, 25TH JULY, 1890.

THOMAS WILLIAM FISHER cross-examined.

1731. *Mr. Bell.*] Will you tell the Committee what is your occupation—but, first of all, how long have you been on this coast?—Living at Waitotara do you mean, or on the whole of the coast? Since 1864.

1732. What has been your occupation during that time?—I have been connected with store-keeping during the past fifteen years.

1733. Where at?—At Waitotara.

1734. I think you have also kept a butcher's shop?—No; that is not correct.

1735. Before the Public Trustee was appointed to manage these lands, did you act for the Natives?—In many cases.

1736. Did you receive orders from them for rent—that is, from the lessors upon the lessees?—No; I cannot say that I have.

1737. Did you collect the rents for the lessors?—The rents were paid through me.

1738. Then, you took the amounts due to you by these persons at your store?—No; I never dealt with the Natives that way. I have supplied them with goods, but whenever I supplied them with anything it was on the order of Europeans.

1739. You tell the Committee that you collected the rents for a number of them?—Their rents were paid through me. I attested signatures for these people.

1740. Then, the lessees would give the lessors orders on you for goods, and you would deduct the amount due to you?—If the rent was due on the 1st January. The Natives would get any balance paid to them from the person who occupied their land.

1741. The difference being paid to you for goods supplied to the Natives?—If there had been any received.

1742. Have you been able to carry out that method of doing business since the Trustee has had the management of these lands?—I have been out of business the greater part of this time.

1743. I asked you whether you have done so?—I have not done so, nor have I had occasion to do so.

1744. Is it not a grievance of yours that you are no longer the person who collects these rents?—No.

1745. You say you attended the Waitotara Court on behalf of the Natives?—Yes.

1746. Did they pay you?—No.

1747. Did Williams pay you?—No.

1748. Who asked you?—The Natives asked me to take down the evidence.

1749. What Natives?—It was the Natives generally; Wakarua and the others wanted a copy of what was said.

1750. So you told them what was said?—Yes.

1751. Do you know Mr. Williams?—Yes; I know Williams.

1752. Did you see Williams before you came here?—No.

1753. What have you been doing during the last four years?—Farming, and doing commission work when I could get it.

1754. You told the Commissioners that you valued for banks and companies: will you be good enough to say what banks and companies?—I valued for Sclanders and Co.

1755. Did they ask you to give them a valuation?—Yes; they asked me to give my opinion as to what a property was worth.

1756. When was this?—Five or six years back.

1757. But that is a firm: will you name any company you valued for?—I valued for the Loan and Finance Company of Wanganui.

1758. Who is the agent for that company?—Mr. Ashforth was, I think: a change has been made now.

1759. How many times have you given valuations for that company?—I cannot say exactly.

1760. More than once?—Yes.

1761. Then, what banks have you valued for?—The Bank of Australasia has asked me to value for them.

1762. Have you given them written valuations?—No; not written valuations.

1763. The company asked you to value for them, and you did so verbally?—Yes.

1764. You say you never gave written reports: did you give them written reports?—I have given them written reports.

1765. Then, if that is so, they would have them?—Yes.

1766. You told the Committee about the land opposite Durie's lease that was let at some high rent: what was the instance that you gave?—You are speaking of the piece that was let at 8s. an acre.

Mr. Peacock: No; the piece that was sold.

1767. *Mr. Bell.*] Who bought it?—Wilkie and Wilson.

1768. I think you gave evidence about the land opposite Durie's lease?—I spoke about the land that belongs to Mr. Donald Smith.

1769. Was he the lessor?—He leased this land to a European.
1770. At what rent?—8s. an acre.
1771. What has become of the lessee: do you know?—Yes.
1772. Is he still there?—Yes; he went on the ground to live the other day.
1773. Then, it is quite recently?—Yes; during the last month.
1774. Now, I want to call your attention to some papers that have been before this House: do you know that your conduct was the subject of inquiry before a Committee of this House in 1884?—I do not know that my conduct was ever called in question.
1775. I beg your pardon: it was in 1886?—I was here in 1886.
1776. And you were examined before the Committee on Native Affairs?—Yes.
1777. Do you know the report they made. [Parliamentary Paper I.—2 page, 25]. That was an inquiry, perhaps you are aware, into the payment of a cheque for £5,000 which Williams received and put to his bank account. I will read you a paragraph from that report [Paragraph read]. Now I will read you another paragraph, which states that the unsatisfactory state of things on the West Coast was due to you: Thomas William Fisher—that is you, I suppose?—Yes; that is my name.
1778. And two other persons “who fomented discontent among the Natives for the purpose of private gain to yourselves”?—No.”
1779. But that is the report which the Committee made?—
1780. *Hon. the Chairman.*] Did you attend the meeting for the settlement of these rents—I mean at the arbitration?—Yes, I was present.
1781. Who represented the Natives—do you remember?—Mr. Livingston represented them.
1782. But did any person appear to conduct the proceedings on behalf of the Trustee?—No one at Waitotara.
1783. Did any one represent the tenants before this Board of Arbitrators?—No one represented the tenants. Most of them were there.
1784. Were they not represented by a lawyer?—No; only Mr. Hutchison had his attorney there—Mr. D. Hogg.
1785. The umpire was there?—Yes.
1786. Who was he?—Mr. Arundel.
1787. The parties stood up and produced what evidence they pleased before the arbitrators?—Some Natives did not give evidence.
1788. Did they protest?—They protested generally against a thirty years' lease.
1789. *Mr. Peacock.*] You say that Mr. Livingston took no lively interest in the matter on behalf of the Natives: did he ask no questions?—He conferred with Mr. Cowern in the matters that arose. Mr. Cowern put the questions. Whatever Mr. Livingston spoke he spoke through the chairman. Mr. Cowern acted as chairman.
1790. I understood you to say that Mr. Livingston did not ask necessary questions so as to elicit the true land-value? I did not say so. He spoke to Mr. Cowern and Mr. Cowern put the questions, being chairman of the meeting.
1791. Your evidence was that Livingston did not seem to take any active part on behalf of the Natives, which he ought to have done?—No, I did not put it in that way at all.
1792. I will put a question to you as to the arbitration generally. I understood you to say there was dissatisfaction generally as to the way the arbitrators generally did their duty?—I did not say so: the dissatisfaction was with the Act of 1887.
1793. *Hon. the Chairman.*] Mr. Fisher has left the impression on my mind that the result of the findings of the arbitrators was not satisfactory to them (Natives) in some respects?—I am not speaking about the work of the arbitrators. I say that rentals were reduced to a considerable extent, unfairly to the Natives. I will give you some further explanation. I will illustrate what I mean by this instance to show the reduction of rental. There were two properties, one of 400 acres, four miles from Umuroa. These two properties were held by one man at one time. At the end of the fourteen years' lease the property, which was owned by a European, he was offered 8s. 6d. per acre for; but he would not accept that. At the end of the fourteen years' term the Maori lease would be renewed under the award for 2s. 2d. an acre.
1794. What lease are you referring to?—Umuroa (No. 38). Verry is lessee.
1795. *Mr. Rennell.*] I would ask you if, in your opinion, a committee of three Natives for each grant would give satisfaction, or fairly distribute the money?—There would be a difficulty among them.
1796. Now, taking a grant of twenty-eight grantees, and three leading men appointed as a committee, would the other twenty-five persons interested be satisfied with their mode of handling the money: would they all get their shares?—It is very doubtful.
1797. Now, in the case of two hundred Natives in a grant, what would you say?—There would be great complaint; no doubt they would all be continually disputing about their getting any share at all.
1798. At all my meetings with the Natives in Waitotara, while this matter was under consideration, before the arbitrators sat, you were present?—Yes.
1799. Can you say whether, from your knowledge, I have given full information to the Natives, or whether I withheld any information from them?—You have always answered their questions fully so far as I know; I believe you have always been very particular in giving them all the information they wanted.
1800. Do you recollect that when they asked me for information if I told them I could not give it on the spot that I would send it to them?—Yes; you have always carried out your promise to them in that way.

ERATUHA, of Stoney River, in attendance and examined.

1801. *Mr. Sinclair.*] Where do you come from?—From Hangatahua.
 1802. Where is that?—At Okato.
 1803. Near Stoney River?—Yes.
 1804. What hapu do you belong to?—Ngamahanga.
 1805. Are you one of the persons who signed this petition?—Yes.
 1806. Did a number of your people also sign it?—Yes.
 1807. Was it your and their wish that they should sign it, or were they put up to it by some Europeans?—No; we did it ourselves.
 1808. Are the grievances they there complain of their own grievances, or have they been started by Europeans?—It was on account of the management of these reserves that we signed the petition.
 1809. Will you answer that question a little more definitely?—It is on account of the privations we have suffered owing to the management of these reserves by Mr. Mackay, the Reserves Commissioner.
 1810. Did you or the people authorise Mr. Mackay to lease any land?—No.
 1811. Do you know whether any of your people did so?—It was Mr. Mackay that induced us to lease some lands; but the whole of the tribe did not do so.
 1812. What grants are you in?—Herekino.
 1813. Is that the only one?—Yes.
 1814. Do you know how much of that land is leased?—The whole of it was leased; there was only one block that was not leased.
 1815. What was the first intimation you had that the block was leased?—I heard it from those who first subdivided the block.
 1816. Did your people consent to the leasing?—No.
 1817. Where were they living at the time it was leased?—About two miles from the portion that was leased.
 1818. Were there few or many of them living there?—A good many of us; the whole tribe.
 1819. Have these people got enough land for occupation now?—Yes; we have sufficient from the lands that were left over after the land leased by Mackay.
 1820. There were lands left over?—Yes; it is one size.
 1821. Is it sufficient to give you food for your hapu?—It is sufficient for some of us; for others it is not sufficient.
 1822. Then you have no complaint on that score?—No; the only privation we suffer is from Mackay's administration.
 1823. Will you give us an idea how many of your people consented to Mr. Mackay's leasing?—Only seven of us.
 1824. How many are there in the hapu?—About a hundred.
 1825. Are they all in the grant?—No.
 1826. How many do you think are in the grant?—I could not tell you just now.
 1827. Are you in the grant?—Yes.
 1828. Were these seven who consented to lease principal men in the hapu or not?—Some were, some were not.
 1829. How many of them were chiefs and how many were not?—Four were chiefs and three were not.
 1830. Did Mackay come to consult them about the leasing?—No.
 1831. Where did he come to?—To Hangatahua.
 1832. Did they go to meet him?—Only these seven went that I have spoken of.
 1833. Why did not the rest go?—Because they did not approve of it.
 1834. Did Te Whiti tell them not to go?—No.
 1835. Had they anything to do with Te Whiti?—No.
 1836. Were they told that if they did not lease the land it would be leased whether they liked it or not?—We heard of that and we disapproved of it.
 1837. Was that why you did not go to meet Mackay?—Yes.
 1838. Who told you this?—Our own tribe told it.
 1839. But who told your own tribe?—It was the parties who leased the land that told us.
 1840. These seven persons?—Yes.
 1841. Did they consent of their own accord, or was it, in point of fact, in consequence of their consent that the people consented?—Some of the seven agreed to lease, some did not agree to it.
 1842. Did the four chiefs you speak of consent?—Two of them agreed to it and two objected.
 1843. Give us the names of the two who objected?—Hoani Wharekawa was one, Komene was another. Mackay urged upon them to lease the land: in consequence, the land was let.
 1844. Have you ever heard that since these lands were leased the rents have been reduced?—Yes.
 1845. How long ago did you hear this?—Mr. Rennell told us at Waorongomai.
 1846. Did they tell the Natives why they were reducing the rent?—They told them that were the land was bad they would reduce the rent for five years.
 1847. Did the Natives consent to this?—No; they did not agree to it.
 1848. Is this the grievance you have against the Public Trustee?—Yes.
 1849. Did your people ever hear that there was any authority given to the Trustee to reduce these rents?—I do not know by what authority they reduced the rent: we were only told that it would be reduced.
 1850. Are there any of your people without sufficient land in consequence of the action of Mr. Mackay, the Reserves Trustee, in leasing this land?—Yes, there are several.

1851. Are they many or few?—The whole tribe are suffering for the want of land, because some of the land had been leased by Mr. Mackay.

1852. If you had sufficient land to live on, would you and your people continue to live at Parihaka?—If we had plenty of land to live on we would go back and live on it. It is because we have no land that we go to reside at Parihaka.

1853. Are you able to live well at Parihaka, or are you in distress?—I have not been to Parihaka myself.

1854. Which would the people prefer to do—to live on their land or to live at Parihaka?—It does not matter whether we reside on our own land or at Parihaka.

1855. What is the wish of the people in regard to the management of their land: do you wish to control the management yourselves?—Yes.

1856. In all cases where there are more than twenty persons in the grant, what would you suggest?—My idea is that, if there are twenty in the grant, if there would be any mismanagement of affairs, they could refer it to a committee.

1857. Is that in accordance with the ancient custom of management for lands?—That is a different thing altogether; things are not conducted now as they were in olden times.

1858. Have you any further grievance against the Public Trustee than the fact of the rents being reduced without authority?—That is one grievance we have: another is the reduction of the rent on 5 acres—the rent being reduced to 1s. 2d. for each man.

1859. What do you get as your share of the rent?—On one occasion I got £1 1s., on another occasion I got 15s.

1860. How many acres?—Ninety acres.

1861. Are you in that 90 acres alone, or with others?—Yes; there are others in it with me.

1862. How many others?—Another one and myself.

1863. What is the total rent of the 90 acres?—£2 2s. a year; that is half a year that I speak of.

1864. *Mr. Bell.*] Where is this?—I think it is in No. 3 Block.

1865. *Mr. Sinclair.*] Or No. 2 Block, which?—Mr. Rennell will know.

1866. What is the name of the whole block?—Puniha is the name of the centre of the block: Hangatahua on one side, and Waiwherenui on the other side.

1867. Was that under the original rent or under the reduced rental?—On some occasions some people received as little as 3d. for their share.

1868. Do you know that for a fact?—I saw Mr. Rennell myself pay that money.

1869. If your people had the management of these lands, do you think they could lease them for a better rent?—I could not say so much about that; it will be a matter for arrangement.

1870. Do you think you could make better arrangements than have been made?—I think a committee could do so.

1871. At the time the land was leased, could your people have leased it to better advantage than the Reserves Trustee leased it?—That rests with us—with the Native committee.

1872. *Mr. Mackay.*] Were you present when I held the meeting of the Natives of Stoney River about the leasing of their lands?—No; I was not present.

1873. Do you know who were present?—Yes; Hoani Wharekawa was one, Minarapa te Mautaranui was another, Komene Tupaki was another, Taihaere was another, Hauate Paora was another, Ruakere Moeahu was another.

1874. That is six: was Porikapa there?—Yes; he was also there: that was the seventh.

1875. Where were you on the days they met at Stoney River?—I was at Te Puniho.

1876. Is not Matane te Hunehu within the Stoney River Block?—It is the centre of the Stoney River Block.

1877. Why did you not attend?—I did not care about having the land subdivided; nor did I care about having it leased.

1878. How do you know that these persons you have named met me?—I heard it by information I received: I was told of it at Te Puniho.

1879. Are not these persons you have mentioned the principal chiefs of the Stoney River Block?—Yes; that is quite true.

1880. In the block in which your name is, do you know how many acres there are in it?—Yes; I think there are about 4,000.

1881. There are 4,473 acres: how many grantees are in the Crown grant?—Forty-five.

1882. Do you know how many acres have been leased: was it 4,373 acres?—The particulars I am not able to state because there were so many pieces of land marked out for leasing.

1883. Would you be surprised to hear that out of 4,473 acres only 765 acres have been leased?—I am sure I cannot say how many acres you have leased.

1884. Are you aware that those chiefs whose names are in the grant agreed that there should be 1,068 acres leased?—I never heard them say that they had agreed to let that quantity of land.

1885. Are you not aware that they agreed on that?—I have already stated that I believed they did agree to lease that quantity—these seven people did so themselves.

1886. That leaves 3,415 acres in the hands of the Native owners: are you aware that they have this 3,415 acres to make use of if they please?—The greater part of it is bush: it would not give any crops.

1887. Now, are there not 803 acres of that some of the best land in the block, being nearest the sea? Then there are 456 acres?—That 456 acres is in bush.

1888. But the 803 acres are flat land—open land—the best land in the block: is that not so?—I believe there would be only 10 acres for each grantee.

1889. How many of the forty-five grantees are dead?—There are four of them dead.

1890. How many children are there among those forty-five grantees?—I could not tell you.

1891. How many are living at Parihaka out of the forty-five?—They are not living at Parihaka: they are living at Te Puniho.

1892. On a different reserve?—We have been cultivating other lands where crops will grow.

1893. On land that does not belong to you?—That is quite true.

1894. Is this land I speak of—the 803 acres—the best in the reserve?—It is of good quality.

1895. Do you not know that there is far less land in the Parihaka district than in yours?—That is correct also.

1896. When did your people go to Parihaka?—They went there recently.

1897. Did they not go to Parihaka, most of them, as far back as 1870?—No; they did not go that year.

1898. Were they not there before 1880?—No.

1899. Were they there before 1881 or 1882?—There were only three went in the year 1882.

1900. *Mr. Rennell.*] Do you know the quality of the land that is to let on your own block?—Some portions are very good, some portions are poor.

1901. Is it not true that the whole of the land about Stoney River is poor except the part that you kept for yourselves?—Some portions are good, some portions are inferior.

1902. Is it not all choice land that you got for yourselves?—Yes; on the hills.

1903. And elsewhere?—There are stones there that rolled off the hills and mountains, and some people carried them away to make use of them.

1904. What do you say the unimproved value of the land would be for leasing purposes?—I think it ought to be worth 3s. 6d. an acre.

1905. Do you know that a gentleman who is well acquainted with land has gone round and valued these lands?—I did not see him.

1906. How did you arrive at your estimate of 90 acres. Here are the documents showing the number of acres that each person has: what do you say the acreage is?—I think, about 300 acres.

1907. Is it not 350 acres?—Perhaps I am wrong in saying 90 acres.

1908. You have told the Committee the smallest sums you received for rent: will you now tell the Committee the largest sums you have received?—All the rental I have received at one time was £1 1s.

1909. Have you taken your money for the last two half-years?—No.

1910. Would you be surprised to know that the yearly rent is £4—that is to say, for two half-years?—I believe that is the amount I am to receive.

1911. Suppose your share to be 60 acres, that would be the amount you would have to receive at 1s. 4d. per acre?—Perhaps so.

1912. *Mr. Rennell.*] Were you not one of the Natives who assisted me in making out the list of names to be put in the grant of your reserve?—No.

[List of grantees to reserve put in.]

MONDAY, 28TH JULY, 1890.

Mrs. RIAKIAO KARORO examined.

1913. *Mr. Sinclair.*] Are you married?—Yes.

1914. What is your husband's name?—Ngamini Karoro.

1915. What hapu do you belong to?—Hapotiki.

1916. What is your share according to Mr. Rennell's subdivision?—I have a large interest in the Hapotiki lands, but the subdivision made by Rennell is altogether wrong.

1917. How much has he given you?—I have been informed that my share is 26 acres. Mr. Rennell never informed me so himself, but other persons did.

1918. How many acres do you say your brother has?—My brother's share in the land is 5 acres.

1919. Is your brother a person of any influence in the hapu?—Yes, he is.

1920. Which is the more influential in the hapu, Te Tuke or your brother?—My brother is a person of superior rank and influence to Te Tuke.

1921. Is he of equal rank to Ngaruru?—No; he is not on the same footing as Ngaruru.

1922. Which is superior?—My brother.

1923. Have you heard how much Tuke and Ngaruru got?—I have been informed that they each received 80 acres.

1924. Why was this?—I suppose the reason that so little was given to us was that my brother and myself and my other relatives did not hear that this subdivision was to be made by Rennell. Tuke and Ngaruru were present in the house with Rennell when he made the subdivision—when the subdivision was made.

1925. Had you notice that this subdivision was to be made?—No.

1926. Had any of your relatives?—No.

1927. Did many or few of the people object to the subdivision arrived at by Mr. Rennell?—The whole of my hapu opposed his subdivision.

1928. Do you know of any other hapu that objects to the subdivision?—Yes.

1929. Will you mention it?—Hamua.

1930. Any other?—I have heard that all the hapus object to Mr. Rennell's subdivision.

1931. Do you mean every individual in the hapu except those who have received large shares?—I do not know that even those who have received large shares are satisfied; but I do know that we people who have suffered object to his subdivision.

1932. Would you be satisfied if the Native Land Court ascertained your share?—Yes.

9—I. 12.

1933. Is this dissatisfaction with the Public Trustee caused by interference of the Europeans, or does it originate with the Natives themselves?—This dissatisfaction originated with ourselves entirely; it has not been caused by Europeans; it has been caused by persons such as I have mentioned—by giving me 26 acres and my brother, who has an equal right, only 5 acres.

1934. Do you know any one else in the hapu who received too much: did Tuke receive too much, and, if so, do you know how it is that Tuke came to receive such a large share?—I know that he was the only person in the house with Rennell when the arrangement was made.

1935. *Mr. Rennell.*] Do you not belong to Waikato?—No.

1936. Do you mean to say that you belong to Hapotiki only?—To Hapotiki.

1937. Your father was?—My father was a white man, from England.

1938. You say you know all about my subdivision of the interests: where were you at the time?—I was living on land at Matangarara—on the land which you were subdividing.

1939. Why did you not come to the meeting, seeing that I advertised the meeting to be held?—I received no notice.

1940. Is it not true that you would not look at the notice when it was sent to you, and that it was returned to me through the post-office?—I never saw any notice.

1941. Who is the head of the hapu of Hapotiki?—Ngahina and Moerewarewa.

1942. Do you not know that Ngahina spoke to my Assessor the day before the meeting, and told him that the Natives had held a meeting and decided not to attend?—I never heard that Ngahina made any such statement.

1943. *Hon. the Chairman.*] Who was the Assessor?—Te Kahui.

1944. *Mr. Rennell.*] Do you remember the Native Land Court at Hawera, were all these cases were gone into before Judge Wilson?—I know of the Court sitting at Hawera: I had a case before Judge Wilson.

1945. Do you know that a blind Native stood up and said that he was at the meeting, and heard all these matters discussed?—I did not hear that.

1946. Do you know that Judge Wilson, in giving his judgment, said, "The objection that sufficient notice was not given is contradicted by the facts that have been established by the evidence"?—All I know is that my agent, Kuini, explained to the Court how I had been treated, and Judge Wilson said that a wrong had been done to me.

1947. Do you know that Judge Wilson followed my definition of interests exactly for the Hamua Block?—I am not speaking about the Hamua Block; I am speaking of the Hapotiki Block.

1948. Did you apply for a subdivision in the Hapotiki?—I did.

1949. What did the Judge say?—Judge Wilson made a subdivision, awarding me 50 acres, and my brother 50 acres.

1950. Has the land been cut up?—He marked it on the plan.

1951. Have you got the order?—No; the order has not been sent to us, because the surveyor has not cut up the land.

1952. What was the average of land per head in the hapu lands you applied for?—I cannot say what each person got. I only know what I and my brother received.

1953. Are you not aware that you have 3 acres more than the average by getting 26 acres—that is, 3 acres more than the average of the shares in the block?—But then, you only gave my brother 5 acres.

1954. You say that Tuki and I were in the whare together when this matter was arranged: how do you know? were you there?—I was not there, but I heard you were there with Tuki.

1955. Tuki only?—Tuki, Kahui Ngaruru, and Wikitoria.

1956. Do you know that Judge Wilson's subdivision of the Hapotiki Block was appealed against immediately it was known?—I know that.

1957. Do you know that the Premier was appealed to on the subject?—I did not hear so.

1958. You do not know that there had been great objection made to Judge Wilson giving 50 acres to these people?—I never heard that the Natives were angry at our getting 50 acres; they were angry for another cause.

1959. But you did know there was a good deal of dissatisfaction about this decision of Judge Wilson's?—No.

1960. Who were the ones to get 50 acres each?—I was one, Kuini was another.

1961. Who is Kuini?—She is the daughter of Rangipupu.

1962. Do you know that Rangipupu was paid for all his interests there in that list in 1867?—Who paid?

1963. By the Government?—I never heard so.

1964. Do you not know as a fact that he (Rangipupu) was an absentee?

Hon. the Chairman: What is meant by an absentee?

Mr. Rennell: A person not residing on the land, but only visiting there—it might be only once in a lifetime.

Witness: It is true Rangipupu was not living there, on this block; but he was never out of mind, or lost to us.

1965. Where was he?—He was at Otago.

1966. Do you believe that a person out of the district residing at Otago was entitled to 50 acres?—Does not Mr. Rennell know that this man's mother and his younger relatives were all living on the land, holding to the fire which kept his right alive?

1967. Can you give us the name of another who received 50 acres: was it Wharepa?—Yes; he received 50 acres.

1968. Where has he lived the greater part of his life?—At the Chatham Islands.

1969. Did he not murder his wife there?

Mr. Sinclair objected to the question on the ground that, even if the suggestion were true, it would not affect the man's right.

1970. *Mr. Rennell.*] But he is in prison?—Yes, it is true he has been in prison.

1971. And has never been on the land?—He was on the land before he was sent to gaol, but his sister remained in possession of the land. He left her on it.

1972. How could you expect me to give these absentees land equal in amount to the rights of the Natives residing on the land?—It is one of our customs that, notwithstanding a person may go away from the land, if his fires of occupation are kept alive all his claims remain, and he maintains his right not to suffer in the least.

1973. Are you not aware that all these rights were swept away by confiscation—that in consequence of confiscation of the land not one of these rights remained?—I believe that our customs are still in force over this land. As a proof of this, the land has been awarded to those who originally owned it, and not to outsiders.

1974. Do you not know that this land was to be granted for the use and occupation of resident Natives?—Yes, I believe that is so. All my relatives were living permanently on the land from before the fighting until the time this recommendation was made.

1975. Were Tuki and Ngururu living in the district at the time it was made?—They occupied land at times, but they did not cultivate it like my people. Tuki was taken prisoner to Waikato, grew up there, and only came back when an old man.

1976. Are you of opinion that the people who have resided there all their lives are entitled to no bigger share than absentees?—I do not know of any absentees.

1977. You say that Tuki got 80 acres: who told you?—Ngururu told me.

1978. Have you never seen this list?—No; I have not seen the list.

1979. Do you know that I sent one to Ngururu?—I never saw it.

1980. As the principal man, was not he the right person to send the list to?—It would be right to send the list to Ngahina.

1981. *Mr. Bell.*] You told us that you heard that Rennell and Tuki were together when the list was being made for the distribution of the rents?—Yes; I heard that they met and subdivided the land.

1982. Did you hear that at the time?—I know that Tuki was the only one of our people who was with Mr. Rennell at that time.

1983. But did you hear it at the time?—I heard it after the subdivision had been made by Mr. Rennell and Tuki.

1984. Where was Rennell with Tuki. What is the name of the place?—Taiporohenui.

1985. Did you know that Mr. Rennell was at Taiporohenui at the time?—I did not know.

1986. Did you not know that he was coming there?—I did not.

1987. Was there a meeting of your hapu to discuss what should be done when he came?—I never heard of any meeting for that purpose.

1988. Were you present at any meeting?—We had very many meetings of our hapu, but they did not relate to Rennell in any way.

1989. Did you not have a meeting to decide what you were to do when Rennell was going into the subdivision?—I do not know anything about it.

1990. Did you know that there were letters for you at the post-office?—I did not; I saw no letters at the post-office. There were letters from Rennell to Ngahine Tokau the younger, but there were none for me.

1991. Were there letters for your brother?—There were none for my brother; if there had been I would have seen them.

1992. Did you not—you and your people together—resolve that they would not take the letters that came to the post-office?—No, we came to no such determination.

1993. Do you know Mr. Williams?—I do not know that European.

1994. *Mr. Sinclair.*] With reference to Kahui, was he a proper person to be an Assessor in this matter?—He is not a proper person; he is a tricky person, a treacherous person.

1995. You mean an underhand person?—Yes.

1996. *Mr. Rennell.*] Is that the opinion the hapu have of him?—Yes.

Mr. Rennell: I deny it: I deny that he was an improper person to be Assessor, or that he was incapable because out of the district; but that certainly was not the opinion which the Hon. Mr. Ballance had formed of Kahui. When Mr. Ballance appointed him Assessor he had a very high opinion of him indeed.

Mr. WIREMU KINGI KAPONGA examined.

1997. *Mr. Sinclair.*] Where do you live?—At Matarikoriko.

1998. Is that north of Waitara?—It is on the south side of Waitara.

1999. What is your hapu?—Ngatirahiri.

2000. In what block are you interested?—I am interested in the Waihi.

2001. Where is Waihi situated? is it at the north side of the Waitara River?—Yes, it is at the north side of the Waitara River.

2002. Is it a large or a small reserve?—It is a large block.

2003. Is there any of it let?—That is the land which the Government leased to Europeans.

2004. Do you know about what year it was leased?—I am not clear about the year it was subdivided and leased.

2005. Were you consulted by the Public Trustee or the Reserves Trustee before it was leased as to whether it should be leased?—Mr. Mackay and Sir William Fox went to the district.

2006. Did they ask the Natives for their consent to lease the land?—No.

2007. Did they consult the Natives as to what land should be leased?—At the time of their visit the land had not been subdivided. The Maoris were not consulted as to what portions should be leased or what portions retained.

2008. Did Mr. Mackay ever tell them he intended to let a certain portion?—Sir William Fox said the land was to be subdivided. Mr. Rennell then took the management.

2009. Did Mr. Rennell subdivide this land?—He did.
2010. Did he let any of it?—Yes.
2011. With their consent?—The Maoris did not consent to it being leased.
2012. Did some of them consent?—No.
2013. Who are the principal men in this hapu grant?—Piripi is one, Paratene, Nikorima.
2014. Were they asked to consent?—These people of the tribe did not consent to the land being leased.
2015. Were all the people on the land when Mr. Rennell came to get their consent?—A number were living on the land, others were at Parihaka.
2016. Among those who were left on the land, and were not at Parihaka, did any number consent?—No, they did not; none of them agreed.
2017. How much land is there left for occupation on this reserve, as far as you know?—A considerable portion was retained for the use of Natives—perhaps 400 acres; but there are a good many owners of over 50 acres, and some perhaps of 100 acres.
2018. Have you ever heard that the rent of this land had been reduced?—Yes.
2019. Were the Natives ever consulted about the reduction of the rent?—Yes; but we did not agree to the reduction.
2020. Were they ever told that it would be reduced, whether they agreed or not?—Yes.
2021. Has any of them ever consented to the reduction of the rent?—Seeing that none of us agreed to the land being leased, it was still more unlikely that any of us would agree to the rent being afterwards reduced.
2022. Are you a loyal Native or a rebel?—The Ngatirahiri were a loyal tribe, and remained loyal.
2023. Was your hapu the special corps under Captain Good?—Yes.
2024. Is this the only objection you have—that the land has been leased at a reduced rent without your authority, or, rather, without the authority of your people?—There are other objections.
2025. Is it the unanimous wish of your people, or is it only the wish of a few, that they should control the management of their lands themselves?—It is the unanimous wish of the people that they should be allowed to manage their land themselves.
2026. Have you or have they been put up by Europeans to becoming discontented with the Public Trustee, or does this discontent arise among the people themselves?—No European has ever endeavoured to make us dissatisfied with the Public Trustee; it has entirely originated with ourselves.
2027. Did you sign the petition printed in Maori—the petition to Parliament and forwarded, to me?—It was the tribe who signed that petition.
2028. *Mr. Mackay.*] What was the time when I went to Waihi with Sir William Fox?—I have forgotten the year.
2029. Was there any one with me besides Sir William Fox?—I think only you and Sir William Fox.
2030. Are you sure?—I was not living at Waitara when you and Sir William Fox went there. I was living at Matarikoriko with my relatives.
2031. Where was your meeting held?—At a place called Te Kuiti.
2032. Is that in Waitara or Waihi?—On the Waihi Block.
2033. Was it not Mr. Humphreys, the Chief Surveyor, who was with me, and not Sir William Fox, Captain Wilson being my interpreter?—Perhaps it was as you say: my father and myself were not present at the time.
- Mr. Mackay:* As a matter of fact, I may tell the Committee that Sir William Fox and myself were never at Waitara together.

TUESDAY, 29TH JULY, 1890. (Mr. W. D. STEWART, Chairman.)

Mr. TAIPUA, M.H.R., examined.

2034. *Mr. Sinclair.*] Will you tell us, Mr. Taipua, whether you have been present at meetings of Natives in your district when this matter of the West Coast Settlements Reserves has been discussed?—Yes, I did attend certain meetings on the West Coast. The Natives at these meetings complained very bitterly of the injury that had been done them through the action of the Public Trustee, and through the acts of certain officials who had administered the laws passed by Parliament.
2035. Did they complain to you about the arbitration proceedings in reference to the leasing of their land?—The Natives complained very strongly about the action of the arbitrators in renewing the leases for a very long period. Several Natives from the district came to Wellington to see me on the same subject.
2036. When was this?—The first time, the year 1887.
2037. Did they have an opportunity of considering the Act of 1887 before it was passed?—I believe they had no opportunity of considering it. I told the Natives how I had been entirely misled by the Premier's promise in regard to the Act of 1887. He said that was a merely temporary measure, and that he intended in the next session to bring in a permanent measure dealing with Native reserves, and giving the owners the management thereof.
2038. Is that the promise which you refer to as printed on page 936 of *Hansard* of 1887?—That is the promise—which I say the Premier has never kept. He did not act straightforwardly in the matter with me. If the Committee will allow me I will tell them what the Premier said. His words were, that in the next session—1888—he would introduce a Bill to restore the

administration of their lands to the Natives, so that property might come to them. [*Hansard*, Vol. lix: passage read.] The reason why I withdrew my opposition to that Bill of 1887 was because of the Premier making this promise. It is this statement of his which has caused so much confusion among us. Another thing the Natives complain of is the conflicting regulations and laws dealing with these Native reserves. First a law is passed to administer these reserves in a certain manner; then, some time after a different measure is passed. One law provided that no person should lease more than 640 acres of these lands. I have already pointed out that since then people have been acquiring very large areas—1,000 or, perhaps, 2,000 acres.

2039. *Mr. Bell.*] That has nothing to do with the reserves?—All I can say is that the lessees are acquiring much larger areas than the law allows them. Another complaint that the Natives make is that a large portion of their rent is being stopped to pay the expenses of the arbitration.

2040. *Mr. Sinclair.*] Did you have anything to do with the arbitration proceedings yourself?—No, I did not.

2041. Was an attempt made to get you to act as an arbitrator?—I took a part in the subdivision of the West Coast lands. The Premier asked me in the House if I would act as one of the arbitrators, but I would not agree to it.

2042. Why would you not agree?—I did not think that duty was compatible with my duty to my constituents as a member of the House.

2043. Was there any other reason?—That was my main reason: I had a great deal to do as a member of the House.

2044. Have you seen any of the results of this arbitration?—I have seen that this arbitration has resulted in great injury to the Natives. I should like to quote something I said about this matter in the House upon that subject:—"Block VII., G. Johnston: Old rent £15, new £14 18s.—reduction, 2s.; cost of arbitration, £39 14s. 3d. Block XIX., Wilson and Frere: Old rent £55, new £52 11s. 4d.—reduction, £2 8s. 8d.; cost of arbitration, £56 17s. Block XL., J. Ross: Old rent £300, new £252 8s. 9d.—reduction, £54 11s. 3d.; cost of arbitration, £166 15s. 5d. Block LIV., F. Riddiford: Old rent £5 3s., new £4 4s. 2d.—reduction, 18s. 10d.; cost of arbitration, £51 9s. Total cost of arbitration in the case of thirty-five leases, £2,713 16s. 8d."

2045. Do the Natives also complain, not only that their rents have been reduced, but that they have to pay for their being reduced?—Yes: evil is heaped upon evil, wrong upon wrong.

2046. *Mr. Seddon.*] Where did you get those figures from which you have just quoted?—They were all obtained from documents furnished by the Public Trustee.

2047. *Mr. Bell.*] You are yourself, or were, a member of the Public Trust Board?—Yes, I am a member of the Public Trust Board. What I am about to state is what I have been informed by the Natives. The Natives complain that the cause of their suffering is this: The Premier comes from Taranaki; he represents that district in Parliament; he makes it his business to get all the benefits he can for the people who send him to Parliament. The Natives are continually making this statement to me. This is why the whole of the benefits have been bestowed on the Europeans at the expense of the Natives. The Natives make the very same charges against the Public Trustee, Reserves Trustee, and the arbitrators themselves came from Taranaki and are interested in the benefits which the European lessees derive. My own experience carries out the justness of this statement which the Natives make. I have received documents from the Natives bearing on this subject.

2048. *Mr. Sinclair.*] Do you consider the Natives capable of managing their own affairs in this district?—I believe they could manage their own affairs in regard to their land with the assistance of a competent officer.

2049. There are two propositions suggested: the first is that a committee should be elected, the second is that the Receiver of Land Revenue should be appointed?—The best proposal, in my opinion, is to take the administration entirely from the Public Trustee.

2050. But what would you put in his place? would you have a committee or the Receiver of Land Revenue in the place of Mr. Rennell?—I think it would be best to place the administration in the hands of a Native committee; then all the money paid into the Public Trustee's Office would be saved, for the Native owners would not make any charge for managing their own affairs.

2051. Have you any past experience of Native committees?—I have had experience of certain Native committees.

2052. Has that experience been satisfactory or otherwise?—The work of some committees have been satisfactory; in other cases it has not been satisfactory because there were no powers given to them by law.

2053. *Mr. Bell.*] You were in your place in Parliament during the first session of 1887?—For a short time: I was elected to fill a vacancy caused by the death of the member for our district.

2054. But you were a member of the House when Mr. Ballance, the Native Minister in Sir Robert Stout's Government, brought in a Bill dealing with this subject?—No, I was not in the House then—at least, I think not.

2055. Did you not see the Bill that was brought in by Sir Robert Stout's Government in the first session of 1887—that is, the Bill of 1887—of the first session?—If I were shown a copy of the Bill, I could tell you whether I saw it or not.

2056. It passed the House of Representatives and went up to the Legislative Council. It is very much like the Bill passed in the second session of 1887: there is very little difference. It was translated into Maori and sent up to the Council. Do you not remember it?—Yes.

2057. Then there came the dissolution of Parliament in 1887?—Yes.

2058. Did you go and address your constituents on the West Coast?—Yes; I went to Patea.

2059. And you addressed them there?—I did.

2060. Did you not inform them of the Bill that had been introduced by the Stout Government?—I never explained it to the Natives. The purport of what I told them was that the only way they could reach prosperity was by having the management of their own lands returned to them.

2061. Did not the Natives know that such a Bill had been introduced by the Stout Government?—I do not know whether they knew it. I did not tell them.

2062. Do you say that Mr. Ballance introduced this Bill without informing the Natives on the Coast of what he was doing?—I never told the Natives that Mr. Ballance had introduced such a Bill. I could not say whether the Government of that day informed the Natives of the Coast or not. I knew the Bill was introduced into the House.

2063. Did you not take any copies of the Bill with you to show the Natives what was being done?—No, I did not.

2064. When you met these Natives at Patea, do you mean to say that they did not know of this Bill, which had been translated into Maori and brought in by the Stout Government?—They never asked me any questions about the Bill; therefore I suppose they knew nothing about it.

2065. When a Bill is translated into Maori, do you not send copies of it to your constituents if it relates to their affairs?—We only receive a limited number of copies. In some cases we distribute them to a few of our friends; in other cases we do not.

2066. Can you remember whether you sent a copy of this Bill to the Maoris living on the Coast? It was a matter that related to them and to their lands?—Some of the Natives were in Wellington at the time. I went to Patea for another reason altogether—it was to advise Taurua not to oppose me in the forthcoming election.

2067. Were not a number of the West Coast Natives at the sittings of Parliament or about the Houses of Parliament when this Bill of Mr. Ballance's was introduced?—There was a man here, a half-caste named Ngarangikatitia.

2068. He is an intelligent Maori, and speaks English, does he not?—He only knows a few words of English, such as "Yes" and "No good."

2069. His name is Broughton, he is one of the Broughton family, is he not?—Yes.

2070. Do you know whether Ngarangi had a copy of the Bill introduced by Sir Robert Stout's Government?—I could not say whether he obtained a copy or not.

2071. Did you show him the Bill and discuss it with him?—The Maori members were all very busy discussing the various Bills that were introduced. I could not say whether I had any conversation with him regarding this particular Bill.

2072. But Ngarangi would take a particular interest in this Bill, would he not? So would the Natives if they were aware of it?—I do not remember giving him a copy.

2073. When you were at Patea, do you mean to say that this question of the leases was never discussed between you and the Natives?—When I went to Patea, Taurua brought an unfulfilled promise of Sir Donald McLean before me regarding the lands at Waitotara, beyond the Whenuakura.

2074. Was not the question of the leases discussed?—I was asked no questions about those confirmed leases, nor were they discussed. It was not a large meeting; there were not many Natives present. I only saw the people living at Taurua's settlement.

2075. Did you not go anywhere else on the Coast during that election?—No, I did not.

2076. You were elected and re-elected in 1887?—Yes.

2077. You came back to represent the people in Parliament?—Yes.

2078. Did you know what their wishes were about their lands?—I did know what their wishes were, and you can see how I set them forth in the parliamentary debates.

2079. Now, in the second session of 1887 were there not numerous Natives here about the Parliament?—I think Ngarangi came up again; I think he came to bring a petition.

2080. Was it about this matter of the West Coast lands?—Yes.

2081. Were there not other Natives from the West Coast here at the second session as well as at the first session of 1887?—I think there was also a Native called Kauika here.

2082. We have had them here. Was it to these Natives and yourself that the Premier made the promise you have referred to?—I think the promise was made to us both by the Native Minister and the Premier, in and out of the House.

2083. No other persons being present?—We had a good many meetings with the Premier. There were a great many Natives here on that occasion, who all waited on the Premier. There were some of the Ngapuhis; some Natives from the East Coast, who accompanied us to see him in reference to many other Native Bills. We had a number of meetings with the Native Minister and the Premier as well.

2084. Were not Natives from the West Coast present also?—I do not remember ever going to the Premier accompanied by any West Coast Natives.

2085. The principal subject upon which you went to the Premier was to get the Act of 1886 repealed, was it not?—That was one reason why we wished to see the Premier, but we had many other points.

2086. But what they all wanted was that the Act of 1886 should be repealed, and that the management of their lands should be given to them. That is a question irrespective of these reserves?—That was one of the points.

2087. Was not this the promise that the Premier made: that an Act should be brought in in 1888 to enable them to deal with their lands?—Yes; he did make that promise.

2088. Did the Premier ever say a word about reserves?—Yes; the Premier made this statement, that he would give the owners the management of their lands, in reply to the report that had been adopted by the Native Affairs Committee on Ngarangi's petition.

2089. You then consented to the Atkinson Bill of 1887?—I withdrew my opposition on the Premier giving a distinct promise of giving a better Bill next year.

2090. But you know what the provisions of this Act are?—I was acquainted with some of the clauses of that Bill.

2091. Then you agreed to them on the promise of the Premier that a Bill should be brought in in 1888 which would give the management of the reserves to the Natives?—I ceased to oppose the Bill upon the Premier making that promise.

2092. Did your people approve of your action in that respect?—They did not approve.

2093. When did you first hear that they did not approve of it?—Directly the Natives heard that the Bill became law they began to blame me.

2094. Then the Natives heard that the Bill became law very soon after it had passed?—Ngarangi heard of the Bill because the Europeans told him of it; and the Natives blamed me.

2095. *Mr. Levi.*] Europeans! what Europeans do you mean?—I do not know what the Europeans told Ngarangi, but Ngarangi came to us and began to scold the Native members for having consented to the Bill.

2096. When was that? It could not be in 1887, for the Premier did not promise to bring in the Bill till 1888?—It was the session that terminated after his petition had been dealt with.

2097. That is, before the session of 1888?—After the session of 1888.

2098. You say you were misled by the Premier's promise: do you mean by that that you were misled as to the nature of the Bill that was passed?—I was misled to this extent: the Premier promised that the next session he would introduce a Bill that would be beneficial to the Natives and give prosperity to them.

2099. Do you know that the effect of the Act of 1887 was to give the lessees renewal of their leases, without the consent of the Natives, at rents to be fixed by arbitrators?—I knew, from the fact that the Premier asked me if I would act as arbitrator, that the arbitrators were to be selected from the Natives.

2100. Do you know what these arbitrators had to do?—It was not clear to my mind what their duties were to be.

2101. Did you know that they had to fix the rents of new leases?—I knew that that would be a part of their duty.

2102. Did you know that they were to fix the rents of the leases in all cases, whether the Natives consented to renewal or not?—I believe that was so.

2103. You believe now, but did you know it at the time?—I did not know at the time that the leases were to be compulsory—that they were to be granted in the face of opposition made by the Natives.

2104. Do you know if any alteration was made by which they were to determine on the value of the land with improvements, or on the value of the land less the improvements on it?—We Native members cannot clearly understand the meaning of many of these Acts in consequence of the legal phraseology that is used in them. I understood some of the provisions of the Bills; others I did not understand. I am sure that very often ordinary members of the House do not know the real meaning of these Bills; it is only a few lawyers that understand them.

2105. Do you remember or do you not whether the Natives understood this altered provision as to improvements?—I did not know that the Bill had been so altered.

2106. *The Chairman.*] Did the Natives understand that the value was to be assessed on the natural state of the land or on the land as improved?—I understood that a fair rental would be given for the land. I did not know what the duties of the arbitrators would be.

2107. *Mr. Levi.*] Did you know at that time that regulations were then in existence which could be used, in connection with this Act of 1887, to give compensation for improvements and perpetual renewals of leases without the consent of the Native owners?—I did not know.

2108. *Mr. Bell.*] You sat on the Committee of Native Affairs when Ngarangi's petition was before it in the second session of 1887: were not all these provisions discussed before the Native Affairs Committee upon Ngarangi's petition?—All the statements made in Ngarangi's petition were discussed by the Committee.

2109. Were not the provisions of the Bill brought in discussed by that Committee?—We only discussed the statements contained in the petition. We called on the Public Trustee to give evidence, and the Public Trustee admitted before that Committee that the Natives suffered great hardship.

2110. Did not the Committee discuss this Bill introduced in that session?—The Committee did not discuss this Bill at all.

2111. They brought up a report on Ngarangi's petition, did they not?—Yes.

2112. Did they not refer to the provisions of the Bill at all?—I forget what the nature of their report was.

2113. *The Chairman.*] The Bill now before the House: does it contain your own opinions, and is it agreed to by the Natives themselves?—My Bill contains the ideas of some of the Natives, and the legal gentlemen who represent them have also considered the Bill. As the Natives have agreed to its provisions, so have the lawyers who are acting for them; so they have nothing to do but to give me support.

2114. Do you think that the Bill is a fair Bill?—I do; but if any proposal could be substituted that would be better for the Natives they would consider it.

2115. Do you not consider that you are bound to do justice to Europeans as well?—I think they should be considered. A Bill could not be a good Bill unless it was good for both; but the Maoris are treated so grievously now they have not sufficient land for their own maintenance—their rents are simply dissipated by the Public Trustee and his officials.

DEAR SIR,—

Parliament Buildings, 29th July, 1890.

I fear I did not make myself clear to the Committee to-day with regard to Mr. Bell's questions as to the similarity of the two West Coast Reserves Bills, introduced by the Stout-Vogel Government and the Atkinson Government respectively.

There was a wide difference, indeed, for under the former the Maori owners received the benefit of certain large improvements. Sir Julius Vogel moreover proposed, "That no lessee shall, or indirectly be allowed to reacquire any lease surrendered, unless he has fully paid up his liabilities." Also, "Any surrender acquiring directly or indirectly a fresh lease shall pay the cost of revaluations." Both these wise precautions have been ruthlessly ignored under the latter Act.

Will you kindly lay this letter before the Committee.

Faithfully yours,

Na HOANI TAIPUA.

The Hon. the Chairman, Joint Committee,
West Coast Native Reserves.

THURSDAY, 31ST JULY, 1890.

Mr. JAMES LIVINGSTON examined.

2116. *Mr. Bell.*] You are a settler living at Hawera?—Yes.
 2117. You have a very large property?—Fifteen hundred acres.
 2118. You are not the holder of a confirmed lease?—No.
 2119. Nor are you in partnership with the holder of a confirmed lease?—No.
 2120. Nor the relative of any confirmed-lease holder?—No.
 2121. You were appointed by the Government to act as arbitrator for the Natives in this matter of the leases of the West Coast reserves?—Yes.
 2122. Did you understand that it was your duty to act on behalf of the Natives?—Yes.
 2123. How long have you been on the Coast?—I have been about twenty-three years in the district.
 2124. Is it a fact that you took a leading part at the time of the disturbances with Te Whiti's people?—They came on to my ground.
 2125. They ploughed up your lawn, I believe?—Yes.
 2125A. You were forced into a prominent position?—Yes.
 2126. You have had your property a long time?—Yes.
 2127. You have been settled there all these years?—Shortly after Titokowaru's rebellion took place I left there, and was away from the district about two years.
 2128. Have you held office as a Councillor in the County Council?—Yes, for Patea, when the Council was first started, and also in Hawera County Council.
 2129. You have taken part in the local affairs of the Coast?—Yes.
 2130. You have been a prominent man there?—More or less I have tried to do my duty in the district.
 2131. In every case did you inspect the land which you were required to value?—Yes.
 2132. In every case?—Yes, in every case.
 2133. You went on the land with your co-arbitrators?—Yes; and when I was umpire.
 2134. In what cases were you umpire?—In three cases.
 2135. Who were the arbitrators with you?—Mr. Heslop and Mr. Nolan in one case, and Mr. Nolan and Major Kemp in two other cases.
 2136. In the cases where Major Kemp sat were you called on to give your opinion?—In one case I had to make the award.
 2137. Were you present when Kemp refused to assent to the award?—In two cases.
 2138. Did you hear him?—I sat with the arbitrators; I took notes of the evidence. Afterwards I went into calculations to show what the rent should be. I was not with them then. I do not know what reasons Kemp had for refusing to agree to an award.
 2139. There were three cases in which you were umpire?—Yes.
 2140. In all the cases in which you acted as arbitrator you were appointed to act for the Natives?—Yes.
 2141. You sat as arbitrator in some cases with Mr. Cowern, Mr. Johnson, Mr. Bailey, and Mr. Nolan?—Yes.
 2142. The majority of cases were those in which you sat with Mr. Cowern?—Yes, in Patea district.
 2143. There was only one with Johnson and one with Bailey?—Yes.
 2144. At Hawera?—With Mr. Nolan at Hawera.
 2145. At Patea?—With Mr. Cowern.
 2146. Who was umpire at Hawera?—Mr. George McLean.
 2147. At Patea?—Mr. Arundel.
 2148. Did you hear evidence taken in the cases in which you sat?—Yes; I wrote it down also.
 2149. Have you your note-books containing the evidence with you?—Yes. We had also sittings at Waitotara. We held the Court where it was most convenient for the largest number of Natives to attend.
 2150. Who sat with you when you were at Waitotara?—Mr. Cowern.
 2151. Have you your note-books here? have you any objection to the Committee seeing your notes?—I have the books here. I have no objection to the Committee seeing my notes.
 2152. It has been suggested that you took merely a passive part in these proceedings, and that you asked no questions?—I asked all the questions that were necessary. Sometimes I acted as

Chairman. I asked the questions myself when in the chair. When Mr. Covern was Chairman I put the questions through him.

2153. When Nolan and you were acting?—I put the questions through him.

2154. Then you did cause questions to be put?—Yes; and I took down the answers.

2155. And you held your Courts where it was most convenient for the body of the Natives to attend them?—Yes.

2156. Did the Natives give any evidence as to value?—Not in many cases. In the first they gave evidence as to value.

2157. Which was the first case?—Caverhill's, in which I was umpire.

2158. What was the name of the property?—Okahu, I think it was.

2159. You say evidence was given to value there: we can easily turn to your evidence if you have it there?—Yes; it is in this book. Rangitawhata gave evidence. The arbitrators could not agree in his case. He was willing to lease for 7s.

2160. Which is that—No. 10? And you fixed it at 6s. 8d.?—These notes were made by me when the award was made; afterwards I passed them over to Mr. Barton.

2161. Mr. Sinclair was present at one of the Courts in which you were sitting: have you a report of some proceedings while he was there?—Yes, in Zigg's case. I took down a note of it. I also cut out a newspaper report of it.

2162. Is that newspaper report substantially correct?—Yes. [*Hawera Star*, 15th May: account of proceedings read and put in.]

2163. Was every facility given to the Natives to give evidence?—Yes.

2164. Did you ever during the whole course of the inquiry hear any complaint from any Native against the propriety of your appointment as arbitrator for the Natives?—None whatever; they seemed rather pleased.

2165. Did you fairly consider the rents which you fixed?—Yes, in all cases.

2166. Having had this experience on the Coast, are you able to say that the rents you fixed were fair and just?—They were fair and just, carrying them out according with our instructions under the regulations.

2167. Have you any reason to say now that they are not just?—None whatever.

2168. You were bound to assess the capital value, and then fix the rental upon that?—Yes. We assessed the capital value, and we fixed the rent at 5 per cent.: that is the rate at which the Government calculates it.

2169. You fixed the rent on that basis, regarding the rents by themselves: from your knowledge of the land, having regard to that basis, are they fair rents?—I think they are fair rents.

2170. Do you think they ought to be increased?—Not at the present time, certainly: they are fair rents for the time being, and were at the time they were made.

2171. But if property goes down it would be the other way?—Yes, it would.

2172. With regard to Riddiford, Whareroa No. 2?—Yes, I remember that.

2173. And George Gower's confirmed lease Nos. 41, 42?—Yes.

2174. There was a very great reduction in the rent in this case: will you tell the Committee why?—In Gower's case, I cannot tell how he arrived at his calculation; he said he thought there was more level land in it. But we went over it, divided and classified it, made out a calculation; consequently it was reduced. It is a very rough piece of land. The plan [produced] was before me. [Classification of land and plan put in.]

2175. Do you know whether there was evidence given to you showing what the Education land next to Gower's was let at?—Yes.

2176. Did you go on it?—Yes; but it was on the boundary: we could see both well from the boundary.

2177. Was it land of the same quality and description?—Just the same.

2178. Do you know what that land was put up at before?—The upset price was 6d. an acre. I have the notes of that here.

2179. But it is a fact that the value of this Education land next to Gower's was proved before you?—Yes.

2180. It is all rough and broken land?—Yes; it is very rough and broken.

2181. Is there bush on it?—Yes; it is covered with bush, except a small portion. The Education land is all bush, except the small piece shown on the plan.

2182. Was the rent which Gower had been paying for this land in the past a fair rent?—Not the old rent.

2183. Was evidence given as to what happened to Gower through paying that rent?—Yes, there was; but I did not think it mattered. I did not think it had any bearing as to the way we should arrive at the value.

2184. But that evidence was before you?—Yes: we did not pay any attention to it.

2185. In some other cases, as in Gower's, there were considerable reductions made?—Yes.

2186. In these cases, did you and your co-arbitrators honestly and fairly arrive at what you considered to be a just conclusion?—We classified the land; put what we considered a fair value on each division of the classification. I have the calculations here in my book; the items are there: 102 acres, in an improved state, £7 10s. an acre; 43 acres, £6 10s. an acre; 59 acres at £4; and so on.

2187. *Mr. Levi.*] Do you know how many cases you sat on altogether?—I do not.

2188. How long did you sit altogether?—We were months at it. We did not sit continuously. Sometimes we sat for a fortnight at a time. We had to write the notices, and then to get them served.

2189. Did you write them yourselves?—Some were printed.

2190. Did you employ a solicitor?—We employed a solicitor to make our awards into legal shape. My first award is here among these papers. It is marked off with the solicitor's pencilling.

2191. Can you give us an idea how many cases you took at the sitting each day?—In Ross's case we did not get through in a day; we sat until next morning. In some cases we took two or three in a day. There were some cases in which the Natives refused to say a word. Some cases we got through pretty quick. In these cases we heard every applicant.

2192. *Mr. Stewart.*] Your award was based on your own judgment?—Yes. It was for that reason we visited the ground—so that we might form our own opinion.

2193. Do you know how long you sat at Patea?—We had three sittings—I think about a week at a time.

2194. At Waitotara?—Twice at Waitotara.

2195. Can you give the Committee any idea how the costs of these awards were made out?—Yes.

2196. Take a particular case—say, Lysaght's No. 30?—I have them here, made up as follows:—Total, £51 1s. 5d.; Nolan, £7 10s.; I charged £15 15s.; McLean, £3 3s.; awards, £3 0s. 3d.; notices, 3s.; solicitor's charges, £2 12s. 6d.; Bailey, interpreter, £6 12s. 8d. for serving notices and awards; interpreter (Thompson), £1 3s.; stamp duty, £1; telegrams and other matters of the kind we divided between the cases *pro rata*.

2197. Do you know on what you based your own fees of £15 15s.?—I charged on the average about five guineas a day in each case. The charges were not all the same. I took into consideration the people who had to pay. There was one widow woman whom I did not charge so much.

2198. Next take the confirmed lease No. 4—that is £125 5s. 3d.?—In that case the charges were—Nolan, £12 10s.; self, £30; McLean, £5 5s.; awards £3 6s. 9d.; notices, 3s.; Barton, solicitor, £2 12s. 6d.; stamp duty, £5; interpreter, £2; Bailey, the officer who served the notices and awards, £67 8s.; extras, 5s.

2199. What was the reason that the costs of serving the notices were so heavy?—We could not get them done cheaper. The Act required us to give notices. We received tenders to get it done. It was the only thing we could do, as Bailey was the only man who could do it. It required a man having a special knowledge of the Natives. Possibly Mr. Rennell could give more information to the Committee on this point, because he has had to serve notice upon Natives before these arbitrations. I do not know whether the Government had to pay as much as we had, but we tried to get it done as cheap as we could.

2200. This £12 10s. against Mr. Nolan's name—who is Mr. Nolan?—He is an auctioneer.

2201. Were these charges fixed? How did you arrive at the difference, for instance, between £12 10s. and £30?—I had to leave my farm and go over the ground, assess the values, and attend the sittings. I reckoned the charge of five guineas a reasonable charge when I had to visit the ground.

2202. He had to do the same?—Yes, he had to do the same.

2203. Take another instance; here is Mr. Buchanan's confirmed lease No. 49—costs, £94 12s. 6d.; rent, £59 7s. 2d.?—In that case the items were—Barton, £7 17s. 6d. for preparing awards. There were three leases of Buchanan's altogether—one, £59 7s. 2d.; second, £211 12s. 10d.; and £84 12s. Notices, 9s.; awards, £1 4s.; interpreter, £5 1s.; Nolan, £58; Livingston, £30.

2204. How long were you occupied at that?—About six days.

2205. How did you arrive at the difference in the charges there? Did he assess the value of his services and you yours?—Yes.

2206. So that if he charged £100 you would have objected?—I think I would have.

2207. The other items are?—Stamp duty, £3; Bailey and Co., £98 16s. 4d. These charges would be for the three leases.

2208. *Mr. Levi.*] Can you tell the Committee what was the reason which decided you to make this charge of one-fourth of the costs against the Natives?—The first case left to myself as umpire, I made the lessees bear the whole of the costs; but in other cases, after discussion, we arrived at a compromise. It had been proposed that the lessees should pay half and the Natives half, but we arrived at a compromise. The other arbitrator thought each side should pay half; I thought the lessees should pay the whole; I gave way to the extent of one-fourth.

2209. That is, you split the difference?—You may put it that way if you like.

2210. You have stated your method of arriving at the rent—that is, you assessed the value, and then took all the improvements made on the land?—We took all the unexhausted improvements according to the regulations laid down here [regulations handed in]—houses, buildings, fences, plantings, reclamations.

2211. Did you include the land laid down in grass?—Yes.

2212. What head would you bring that under?—General improvement, planting. We did include it.

2213. Is it the fact that you included all unexhausted improvements of whatever kind?—Yes.

2214. Then, after you deducted the total value of these improvements you took 5 per cent. on the capital value?—Yes.

2215. You did that in every case?—Yes.

2216. How came you to determine on 5 per cent.?—Because that is the calculation on which the Government bases the rentals for perpetual leasing.

2217. Do you think that was a sufficient reason for fixing 5 per cent.?—I saw the problem worked out showing how the rental was to be arrived at.

2218. Was that supplied to you?—No, it was not supplied to me.

2219. Did you have any conference with Nolan or Caverhill as to the basis you should calculate the rents on?—After hearing the evidence we began to enter into calculations. We had first to consider our going upon a fair and reasonable basis. We considered what would be a fair and reasonable rate as between man and man. Extreme low rents would not be just; we considered what would be

reasonable and fair. Having come to this determination, we determined that we would take the capital value, deduct the improvements, and then take 5 per cent.: that was the way we made our calculation. We would never have got through at all if we went either for low rents or high rents, or extreme values.

2220. You say that the other side had some memorandum: did you ever hear of a meeting Mr. Mackay had with the lessees in 1884, in which he interpreted the meaning of the Act to them, and pointed out certain promises to be made?—I know that the lessees had many meetings.

2221. You did not know whether the memorandum Cowern and Nolan had was an account of this meeting?—No.

2222. Did you not know that your position as an arbitrator was this: that you had to consider what would be a fair rent as between the Natives and the lessees for a thirty years' lease?—I considered that what we had to do was to arrive at a fair and equitable rent.

2223. Did you understand that you had to do anything except to compute the rent?—I read the regulation, under which, it appeared to me, our duty was to settle and fix the terms of the award. I will show you how I understood it. I wrote it down; in one case they would not accept unless it was in accordance with some Government form. Mr. Barton accepted and approved, but the others are not made out actually in that form.

2224. Did you take it for granted that in all cases the leases were to be for thirty years—did you determine that?—We determined according to the regulations: I believe we could have made it for one year; but that would have been manifestly unfair. There was no one to discuss it when I made the first one.

2225. You were umpire in that case?—Yes.

2226. In the other cases you agreed on it?—Yes.

2227. Then, about compensation for improvements, did you in every case discuss that?—Yes.

2228. For all improvements?—For all unexhausted improvements.

2229. You took it for granted that should be so?—Yes.

2230. In computing the rent, did you consider that you were to fix a fair rent for a thirty years' lease with full compensation at the end of the term?—Yes.

2231. You say that 5 per cent. on the capital value is a fair rent for thirty years?—Yes.

2232. Suppose you had a property which you were leasing yourself, would you grant a lease—say it was unimproved land—at 5 per cent. on the capital value?—Yes: I hold a lease much the same. About eighteen or nineteen years ago I leased a piece of ground belonging to Major Gudgeon. We agreed for £30 for ten years and £70 for the last eleven years. I had a purchasing-clause for £7 an acre. There were 400 acres. If I do not purchase he has to pay me for the improvements.

2233. Was the rent you paid only 5 per cent. on the capital value at that time?—I do not think it would be so much as 5 per cent.

2234. Was it worth £7 an acre when you took it?—No.

2235. What would it be worth?—It would be worth a good deal. Fat bullocks were then selling for £10 apiece.

2236. What would you have given for it then?—I suppose it would be worth £5 or £5 10s.

2237. In reference to the evidence given before the arbitrators, did the Natives appear before you in most cases?—In all cases except two, Wilson's and Frere's. In Johnson's they did not appear. In one case nine Natives out of fifteen were present; but none of them would give evidence, good or bad.

2238. Did the arbitrators ask all questions, or did the lessees volunteer a statement?—We took a statement first and then we questioned them upon it.

2239. Then, in those cases you would say the Natives gave no evidence?—We took a statement. In no case did we take the tenants' valuation; we came to our own conclusions.

2240. Did you ask the Natives any questions as to their ideas?—In every case where they would give evidence. There were only four or five cases where the Natives would answer any questions as to values. The general tenor of what they said was that they did not want to have anything to do with new leases at all; they wanted to have back the land.

2241. You know Mr. C. R. Bailey?—Yes; he was one of those who served the notices.

2242. Is he a licensed interpreter?—He was then; he is not now. I have known him for a very long time—ten or twelve years, perhaps.

2243. He has been mixed up with Native affairs for a long time?—Yes.

2244. Did you ever know him to foment discontent among the Natives?—No.

2245. Do you know that a Committee of this House found that he, with Fisher and others, had fomented discontent among the Natives on the West Coast?—I have heard so, but I do not know. He has done a lot of business for me. I have every confidence in him, and would employ him again.

2246. *Mr. Sinclair.*] Do you know, or have you heard, that it is generally believed on the West Coast that these lessees can sell sheep at a shilling less than the freeholders can?—No; I have heard it stated that the lessees at the other side of the Waingongoro can.

2247. And that they can buy sheep at a shilling a head less?—I cannot say anything about that. The freeholders paid the market-value for their land, and leaseholders the market rent; but the leaseholders found that they had made a bad bargain, and got their leases reduced considerably for five years; but not with regard to confirmed leases is that the case. I have heard of it, but even if it is true it has nothing to do with the confirmed leases.

2248. Is it the general feeling of the Natives that they were opposed to these arbitration proceedings?—Yes, in every case except Okahu: some of the Natives there were agreeable. The Natives there were Rangiwihetu and some others. That was the only case.

2249. Do you know that the majority of the Natives were agreeable?—Rangiwihetu and those others were—two others.

2250. There were three of them that were agreeable?—Yes.
2251. Did the others, besides these, offer any opposition?—No; they never came forward. There was an old man who came forward, but he was an objector. After Rangiwihetu gave his evidence this old man became very angry.
2252. Rangiwihetu was in company with Bailey?—Bailey was the interpreter.
2253. Was not Bailey acting with Rangiwihetu?—I do not think so.
2254. Did you take any evidence of the improvements made by the Natives—as to whether there was any grass on these two reserves?—No: whatever had been there in the shape of native grass had been ploughed up again, generally speaking.
2255. Did you take into consideration what would be the cost of ploughing the land and laying it down in grass?—The cost of ploughing—yes. In some cases we could not consider that, where it had been ploughed two or three times.
2256. This is very good land?—A portion of it. Okahu is very good land, equal to any in the district. So is the land next the Waingongoro—very fair land, but not to be compared with top portion. The ground is fenced. There is a lease outside of fence over it of 8s. an acre.
2257. That is European land?—European land.
2258. What do you think Okahu and Ruatumoko would bring for cash under the hammer?—Eight or nine pounds—certainly not ten pounds. The adjoining land was, with a good dwelling and wool-shed on it, stockyards, and other houses, sold for £9 5s.
2259. *Mr. Wilson.*] What memorandum do you say that Nolan had?—I do not know whether Nolan had it, or what it was.
2260. *Hon. the Chairman.*] What is that?—
2261. *Mr. Wilson.*] There is an implication that Mr. Nolan had a memorandum of some kind of instruction, and that it came from the Public Trust Office. Have you any idea who supplied it?—I have not. I never had it.
2262. Did it influence you in any way?—Not at all.
2263. Did you think the Public Trust Office had anything to do with it?—No, I did not. I did not think of it at all as emanating from the Public Trust Office, or that it was an instruction at all.
2264. *Mr. Bell.*] Are you a member of the Land Board of Taranaki?—Yes, and am now.
2265. You had something to do with the Land Selectors Bill of last session?—Yes.
2266. Do you not hear complaints up there very like those that we are considering here?—The complaint that is made against the Bill of last session is just the same as is made here about the reduction of leases on the west side of the Waingongoro River.
2267. It is a fact—is it not—that there has been a great fall in the value of property on the West Coast?—Yes. At one time I was offered £20 an acre for my farm; now I could not get more than £10 an acre for it, or £11 extreme value.
2268. Your farm is highly-improved land, is it not?—Yes.
2269. When was that that you were offered £20 an acre for your farm?—About fifteen or sixteen years ago.
2270. *Hon. Mr. Acland.*] About fifteen years ago there was a rush for land?—Yes; and rents were given for land that were considered fair at the time: but things have altered terribly since then.
2271. *Hon. the Chairman.*] As I understand, you considered that the arbitrators had very wide powers—something to this effect: that you had the option of fixing the rent for one year if you pleased?—Yes—according to my reading of the regulations.
2272. Did you consider that it would have been in the power of the arbitrators to fix the rents for different periods of the thirty years?—I think we could have fixed the rent for any term within the regulations.
2273. I understood you to say that the rents fixed were fair “for the present”—that was the term you used: now, what would alter that view in the future in the case of leases where all the improvements were practically reserved to the lessee? what circumstances could alter the rent, in your judgment?—Any increase in the value of wool, mutton, or stock: that is the only way that it could be effected.
2274. You stated that you had power to fix the terms also. Take, for instance, the case of Riddiford; he was liable till the year 1897 to a progressive rent at £60, £80, £100 for each period respectively: did you assess the rent for the whole period at £28 13s.?—Yes.
2275. You see the manifest advantage that he gets by surrendering his lease; because he gets his rent reduced from £100 to £28 13s. for seven years to come?—But possibly, if he had not got his rent reduced he would have thrown up the lease altogether. The rents were excessive rents in all cases except Mr. Lysaght's.
2276. Did the fact that the Maoris were protesting against these leases not weigh with you in making the leases shorter?—The Maoris protested against any dealing with the land whatever.
2277. You disregarded that and gave the lease; but then you say the regulations or the Act gave you a discretion?—Yes; that is the way I read it.
- Mr. GEORGE McLEAN examined.
- 2275A. *Mr. Bell.*] What are you?—I am a farmer.
- 2276B. How long have you been on the west coast of this Island?—About seventeen years.
- 2277C. Before that where were you?—I was on the South Island—at Kaikouras.
2278. You managed Mr. Bullen's estate?—Yes; I managed a station for Mr. Bullen.
2279. While you have been on the west coast of this Island you have been farming the greater part of the time?—All the time.
2280. What is the size of your holding?—I farm altogether about 1,400 acres.

2281. Where?—Part of it is three miles from Hawera, the remainder is about eight miles.
2282. You are not the holder of any confirmed lease?—No.
2283. Nor are you a relation of any person holding a confirmed lease?—No.
2284. Nor in partnership with any person holding a confirmed lease?—No.
2285. You acted as umpire in a number of cases in which Messrs. Livingston and Cowern were arbitrators?—Not Mr. Cowern and Mr. Livingston; Mr. Livingston and Mr. Bailey.
2286. In Sigg's case: do you remember that case?—I sat as umpire in all the cases in which Messrs. Livingston and Nolan sat as arbitrators, except one case in which I was unavoidably absent.
2287. Which case was that?—In Buchanan's case.
2288. Were you umpire in the case of Mr. Gower's lease?—No.
2289. You were not called in on any occasion to give your decision as umpire?—No.
2290. Did you sit in the Courthouse when the investigations were held?—Yes.
2291. Did you go to see the land in each case?—Yes; I went on it, and examined it carefully in each case.
2292. Did the arbitrators go?—Yes, they were there in every case.
2293. You personally inspected the land, and you sat with the arbitrators in the Court while they were taking evidence in each case?—Yes.
2294. And you heard all the evidence except in Buchanan's case?—Yes.
2295. Did the arbitrators consult with you at all?—No, not a bit.
2296. Do I understand that you were there to give a decision in the event of a failure of agreement between the arbitrators?—Yes.
2297. It has been suggested that there was something unfair in the method of taking evidence: did you observe anything of that kind?—No, I did not. I thought the Court was conducted very well. Of course there was more liberty given to the Maoris than to other persons—Europeans.
2298. You took no part in the proceedings?—No, except that the arbitrators might have asked me whether I had any questions to ask the witness.
2299. Who was the chairman?—Sometimes Mr. Livingston would take the chair; Mr. Nolan on other occasions.
2300. It is suggested that Mr. Livingston took a mere passive part in the proceedings?—That is not true. The Maoris in most cases refused to give evidence. I may say that when they did give evidence it was to the effect that they wished the rent to be entirely prohibitory—that is, that the rents should be so large as to prohibit any one from leasing. Their values were so excessive as to be beyond what any farmer could pay. They expressed themselves to the effect that they did not want the land to be leased, and for that reason gave the high values.
2301. Do you know the district well?—I do.
2302. And the properties with which the arbitration was dealing?—Yes.
2303. You saw them in each case?—Yes.
2304. Were the rents fixed by the arbitrators in the cases upon which you sat such as to coincide with your own view of what was a just rent?—I considered them in every case to be equitable and just as between man and man—not as between Europeans and Europeans, or between Maoris and Europeans, but as between man and man. I think the arbitrators rather gave the benefit of any doubt they had to the Maoris.
2305. Will you tell us whether land on the Coast is of the same value now that it was in the seventies?—Not nearly of so much value.
2306. Has there been a fall in the price of stock?—Yes.
2307. To what extent?—Quite from 50 to 100 per cent.
2308. *Mr. Stewart.*] One hundred per cent.?—I am referring more to cattle than to sheep; it is principally a cattle country.
2309. What was the price of fat cattle? what was the price you would get for a fat beast towards the end of the seventies?—About £8 to £10 for a fat bullock.
2310. Was it higher before that?—Yes; it was up to £10 or £11.
2311. At the present day what can you get for a fat bullock?—This has been rather an exceptional spring: this spring they are a little higher than usual, but from £5 to £6 is about the price.
2312. That is not 100 per cent.?—This season is rather exceptional, fat cattle being rather scarce.
2313. But you say the average price is from £5 to £5 10s.?—Yes; up to £6.
2314. Last year what was the price?—It was difficult to dispose of them last year.
2315. Store cattle were also much higher in the seventies than they are now?—Much higher.
2316. Has there been a fall in the actual selling-price of land on the West Coast?—Yes.
2317. To any great extent?—About 50 per cent. of fall.
2318. There was at one time a very great demand for land on that coast?—Yes; there was a bit of earth-hunger there certainly.
2319. Does it exist now?—There is a demand always there.
2320. At a price?—Yes; at a price.
2321. But the price is lower now than in the early days?—Yes.
2322. *Mr. Levi.*] How many cases did you sit on altogether?—I cannot tell you from memory; if you will read the names, I will tell you.
2323. How long did each case take the arbitrators?—I could not tell you—a long time.
2324. How long were you sitting altogether?—I sat, I think, three days.
2325. How many days did you take to go on the land?—Three or four days.
2326. That would be about six or seven days altogether that you were engaged on these cases?—Yes.

2327. Have you any idea how the costs of the arbitrators' expenses were made up?—No.
2328. Here is the case of Riddiford: the rent was £60, £80, and £100 for the last period of seven years; it is reduced to £18, and the costs of the award are £8?—I think you will find that the principal cost of the awards was the expense of serving the notices on the Natives; the arbitrators were obliged to give notice.
2329. *Mr. Stewart.*] What did you get: £5 a day, or so much per case?—I did not know what I was going to get; I took what they gave me.
2330. What was it based on—so much per day?—I do not know; I suppose so.
2331. *Mr. Bell.*] Do you not know what you got altogether?—The money was paid into the bank to my account, and I cannot now tell the actual amount. The arbitrators' bank-book will show it.
2332. How many cases did you decide per day?—Not being called on to decide as umpire, I did not fix these things in my memory. I know I sat three days, and was out on the land four days; that was seven days altogether.
2333. *Mr. Levi.*] Did you yourself work out those cases in which you consider the awards fixed fair rents?—I took notes. I waited for the arbitrators to decide. I did not go into figures; I formed my own opinion from my notes.
2334. You could not say whether your way of looking at it would be the same as the arbitrators'; you simply took a general view?—I took a general view as to whether the rents were fair.
2335. That is, considering the land unimproved?—I considered the quality of the land—what portions had been improved, and what waste lands. There was a survey of the land showing the portions improved and unimproved—there was a map.
2336. Did you know the rent was to be fixed on the value of the land less improvements?—Yes.
2337. When you say you considered the rent fair you mean considering the land unimproved?—Yes; less improvements.
2338. You say you formed a general idea: is it not the fact that all the questions that were asked—all the evidence given at the arbitration sittings—had reference to the capital value of the land?—Yes; there were questions asked as to the capital value.
2339. Any questions as to the letting-value?—Yes.
2340. Both kinds of questions were asked?—Yes.
2341. Did you form the idea that this was fair letting, and an idea of the percentage on the capital value less improvements?—Yes; I formed my own idea at the time.
2342. What were your ideas?—If you will ask me as to any particular property I will tell you. I cannot tell you as to the whole of them.
2343. Suppose you have the capital value of the land and the capital value of the improvements, in what way would you go about getting at the fair rental?—Subtract the improvements from the capital value; then charge about 5 per cent. as a fair amount: that would be fair. The Government allowance is 5 per cent.
2344. Did you discuss that with the arbitrators?—It was talked about.
2345. Had you anything before you to show that?—There was a copy of the Act and the regulations given to me.
2346. Had you any conversation with the arbitrators as to the basis you would go on?—No; I merely got the Act.
2347. Did you have any conversation with them as to how the proceedings were to be conducted?—No.
2348. You say you considered the rents fair rents. In saying that, did you consider the fact that the leases were being granted for thirty years? Suppose you owned the land yourself, would you let it on a thirty years' lease?—I would consider them fair rents, taking into account the present market-value of stock.
2349. Would you consider it a fair rent for a lease of thirty years—that is the point?—Yes; I would, taking into account the amount of improvements that were made by the tenant.
2350. When you consider that all substantial improvements had to be given up at the end of the term, would you still consider them fair rents? Suppose you were letting like land, and you had to give the tenant full compensation at the end of the term, would you let the land on those conditions?—I might consider whether I could use the land myself or not. I would, in that case, see what portion I could use. If I had to let it myself I would let at this rent. I do not believe in high rents: a farmer might not be able to pay them.
2351. Do you know Lysaght's places [Nos. 14, 15; acreage, one lease 2,000 acres, the other 190 acres]?—Yes.
2352. If you owned that property yourself, what would you consider a fair letting-price on a lease for thirty years?—Just as it stands, I think the fair letting-value would be about 8s. an acre—that is, to allow a man something to live on and not to crush him.
2353. Do you know the value of the improvements?—No, I do not know.
2354. Do you know the place well?—Yes.
2355. Could you form an idea of the value of the improvements at per acre?—That is a question too large for me to make a calculation upon at the moment. It would be necessary to consider the amount of acres fenced and laid down in grass, and the number of acres of bush fallen and grassed. I would have to know all these things before I could give you a definite answer.
2356. Can you say approximately?—Thirty shillings, I suppose, would be fair for fencing and grassing; for bushing it would be more.
2357. *Mr. Stewart.*] Is there any dwelling on it?—No; most, if not all, of his buildings are on his freehold.
2358. Suppose you owned this property of Lysaghts, and you were letting it under these terms—

that you were being paid in cash for the value of the improvements—say, 30s. to £2 per acre—and that you were letting it for thirty years, and at the end of the term you covenanted to pay the lessee the value of all substantial improvements made on it, what would you consider a fair rent to get for it?—I think that every tenant is entitled to the improvements he makes as a tenant. I may state that there is a farm of Mr. Hurst's which he let to Mr. Peat—not so much broken land as Lysaght's—he let it for 8s. an acre: that is what it was let for.

2359. Improved land?—Yes; quite improved, with a house and all necessary buildings on it. It is one of the best farms in the Hawera district.

2360. How long did he let it for?—I think it was for twelve years.

2361. With reference to the fall in prices of stock, you said that at one time a fat bullock would be sold for £10: can you give me any idea of the date, or about the date?—About ten years ago—I am speaking from memory.

2362. Was that the time that the “freezing” was started?—No; I think the prices were low when the “freezing” was started; it was the prices being low that drove us to “freeze.”

2363. Was there not a land-mania in consequence of the large prosperity which was thought to be in store for the district on account of the “freezing”?—We thought it would better our condition, certainly, but I do not think it carried farmers away; but farmers are sometimes like a flock of sheep—one man buys, another buys, and hence the fictitious values. There was undoubtedly an earth-hunger about ten years ago.

2364. Can you remember the price of a fat bullock sixteen or seventeen years ago?—I remember that prices were very high at that time. I remember the first auction I attended in Hawera—store cows sold at £7 5s., calves just weaned sold at £4 4s. a head. The same calves now would bring 8s., or perhaps not so much.

2365. Between that and 1880, how did prices go? Did they go up or down?—I think they kept gradually going down year by year, and I do not know that we have touched bottom yet. We have been waiting for the wave of prosperity to come, but it has not reached us yet. It is, I suppose, because of having no turnips in the district that we cannot hold fat stock. This year we have been obliged to let them fall back to stores.

2366. You made the remark that no doubt things will go up again?—I hope so: I think so.

2367. If you owned land and wished to let, would you let for thirty years at 5 or 6 per cent. at present depressed values?—Yes. I have actually let a farm in this district within the last six weeks for under 5 per cent. An attested copy of the lease will be supplied if required. The terms are: Area, 68 acres; rent, £20 a year for ten years; the fences to be re-erected by tenant, and half cost stopped out of first year's rent. The capital value is £6 an acre.

2368. *Mr. Sinclair.*] When the arbitrators were considering the question of improvements on the land, did they include the improvements made by Natives previous to the lease to Europeans?—I look on Native improvements as rather against the occupier than otherwise, and for this reason: If there is a little bit of grass here and there—a little patch of fern in different places—the fire would not run; and it is very difficult in such cases to get a clean burn off. One would prefer to have it all covered with fern, so that the fire would clear the whole at one sweep.

2369. Then, you do not consider that such improvements as the Natives made had to be considered?—I do not consider them to be improvements at all. If substantial improvements they would, of course, be considered.

2370. Were not some of these reserves in a good state of grass?—I do not know.

2371. Did not the arbitrators consider so?—The arbitrators took all the evidence. You must ask them; I do not know. If they were substantial improvements they would have to be considered.

2372. Still, your leaning is against the Natives?—No, sir, my leaning is not against the Natives.

2373. Then against Native improvements?—I have said that I do not consider them improvements.

2374. Are you friendly to the Natives?—Yes.

2375. Did you take part in the disturbances about the fencing with the Natives?—I do not remember any disturbances about fencing. I remember about the ploughing. I was appointed captain of the Hustlers on that occasion.

2376. Did you not treat the Natives very roughly?—No; on a later occasion I saw a Native knock a European off his horse by a blow from a tent-pole, and I rode the said Native down with my horse.

2377. Did not Mr. York have to take you off the Native?—No, it is not true. I never in my life behaved roughly to Natives. On the very day you speak of I saved an old Native from being killed.

2378. *Mr. Bell.*] How far is Hurst's land from Normanby?—It adjoins the town. A portion of it is town extension.

2379. You say it is not nearly so broken as the other land you referred to?—No, not so broken as Lysaghts.

2380. With regard to Maori improvements, is the land they use benefited by them?—When the Maoris cultivate they cultivate until the land will not give them any more; they then go to another place, and the same thing takes place.

2381. Then, their use of the land impoverishes the land?—Yes.

2382. They go from piece to piece, exhausting the land?—Yes.

2383. Are the plains covered with high fern 14ft. high?—Over a great part of the Waimate Plains there was good grass.

2384. North of the Waigongoro?—Yes; but the greater portion of it was very high fern and tutu.

2385. The process would be first to burn off any block that might be leased?—Where you have solid fern all through the fire takes it clean away. That was not the case if the land was patchy—fern, and Yorkshire-fog, and rubbish intervening.

2386. *Mr. Stewart.*] I see that Mr. Riddiford had 387 acres of land, the rent practically extending over three periods of seven years, being £60, £80, and £100 respectively. His rent is reduced to a uniform rent of £28 13s. How is a reduction of that sort explained?—I think Riddiford took this piece of land for the convenience it afforded to erect his woolshed and yards on; he could not get a dray to his other lease. The land is very rough; in fact, I do not know how a sensible man like Riddiford could have gone there at all. He took it at a high rent because he wanted it for special purposes, as a place to erect his woolshed. The place itself was of very little value. It is very rough, except the small portion where the shed stands. I refer to the small lease.

2387. *Mr. Rennell.*] According to the original survey, and the present survey, the acreage does not agree?—His woolshed and sheep-yards are on it, and other improvements. I think it is the amount of improvements that has caused the large reduction in rent.

2388. *Mr. Stewart.*] It is noticeable that in all his cases his rent has been reduced. Will you tell us something as to what was the mode of procedure? were witnesses called by both sides?—Yes, witnesses were called on both sides.

2389. Did you confer with the arbitrators?—No, I did not confer with them at all. I took my own notes; I asked questions, with the sanction of the chairman, when I thought it necessary.

2390. Supposing the rent fixed had been unreasonably low, and the arbitrators had not asked any questions, would you have volunteered any dissent?—No; I was not asked, and I offered no opinion.

2391. Then you would allow them to do anything they liked if they did not call upon you?—Their awards were not sent to me. They put them in the bank. I was not present at the conferences of the arbitrators when they were arriving at their award; but in case of their disagreeing it was to be left to me.

2392. *Mr. Levi.*] Were the parties themselves called as witnesses?—Yes.

2393. Did the tenant call any witness in addition to himself?—Yes, there were some called

FRIDAY, 1ST AUGUST, 1890.

Mr. WILLIAM COWERN, of Patea, Auctioneer, examined.

2394. *Mr. Tripp.*] You are an auctioneer and land agent?—I am.

2395. Where?—At Patea.

2396. How long have you been conducting that business?—About fifteen years.

2397. Have you been in the West Coast district the whole of that time?—Yes.

2398. Do you hold a confirmed lease?—No.

2399. Have you any interest in a confirmed lease?—No.

2400. Are you related to any one holding a confirmed lease?—No.

2401. I believe you acted as one of the arbitrators appointed by the lessees?—Yes.

2402. In what cases did you act as arbitrator?—In nineteen cases south of Manutahi.

2403. Who acted with you?—Mr. Livingston on behalf of Native lessors; Mr. Arundel was umpire.

2404. In all cases?—Yes, in all cases.

2405. Did you have anything to do with these leases originally? do you remember them being taken up originally?—Yes.

2406. Were any of them taken up through you as land agent?—I do not recollect that any of those I arbitrated on were; some to the north, I had to do with.

2407. You remember these leases being taken up?—Yes.

2408. Was there a great demand for land at the time?—Yes, a very great demand for land.

2409. Consequently prices were high?—Yes, owing to the competition.

2410. Can you give a reason why the price of land was high?—The price of stock was very high at that time; the price of tallow was very high. Prices generally were high.

2411. Was the land of a limited or unlimited amount?—Very limited.

2412. About what year were these leases taken up?—About 1875 to 1880.

2413. You acted for different lessees in your capacity as agent to acquire them?—Yes.

2414. Do you know that there was a rush after Native leases?—Yes, very great indeed.

2415. Did you ever have large sums of money to secure Native land?—Yes; I have had very considerable sums deposited with me for the purpose of securing Native leases.

2416. Since that time, has there been any variation in the price of land?—Yes; the value of land has steadily receded.

2417. And stock?—Correspondingly with it; in fact, the price of stock rules it to a large extent.

2418. What would you say is a maximum rent to be paid for good land on the Coast?—It is generally agreed by people well informed that for the best improved land 10s. is the maximum rent.

2419. In reference to the price that land is letting at now, can you give us any instances?—Yes.

2419A. Do you know Mr. George Gower's lease that has been reduced?—Yes. That is a Government lease.

2420. There is a Government lease adjoining Gower's of 400 acres; it was put up at an upset price of 6d. an acre?—He secured it at 10d. or 10½d.

2421. Does it adjoin Gower's?—Yes; it is identical in character with the one he leases.

2422. One of the confirmed leases?—Yes.

2423. Which one?—Patari (No. 42).

2424. You say that when these leases were taken up they were above their value?—They were at their value at that time; some of them exceeded the value, owing to competition.

2425. Since 1875 do you think any were taken up at a higher price than their value?—Yes, undoubtedly.

2426. When these original leases were taken up, do you remember if anything was said about improvements?—The Native discussion which took place in relation to them was principally about the karaka-trees and the apple- and peach-trees that were on them.

2427. Did Mr. Mackay when at Patea say anything about getting the improvements at the end of the lease?—Not that I am aware of.

2428. Did you witness any confirmed leases?—Yes, several.

2429. Did you ever hear the Natives making any point about getting back improvements?—The main talk was about the preservation of their karaka and other fruit-trees.

2430. Do you remember the Act of 1881 being passed?—Yes.

2431. I suppose you always took an interest in the subject of these leases?—Yes, always.

2432. I dare say you have read the Act relating to them?—Yes.

2433. Did you make any suggestions yourself as to confirmed leases with reference to the Act of 1881?—Is that the Act that allows leases for twenty-one years?

2434. Did you suggest that the Public Trustee should have power to extend it to thirty years?—I suggested a meeting of lessees to petition Parliament to be brought under that Act, and the regulations of the 13th February, 1883.

2435. When was that?—It was about 1883 or 1884, I think.

2436. *Mr. Levi.*] They were already under the Act of 1881?—There was an Act or regulation that gave the Public Trustee power to lease land over the Waingongoro River for a second period. There was a meeting called of the Patea lessees to petition Parliament that their leases might be made for a similar period.

2437. You remember that meeting being called?—Yes.

2438. The result of that meeting was that petitions were presented to Parliament?—Yes.

2439. You came down here as one of a deputation from that meeting?—Yes.

2440. Did the lessees find that the Act of 1884 did not work well?—They found that one of the clauses in the Act was inoperative.

2441. Do you remember which clause?—The 13th.

2442. Why?—Because it required the consent of the Native owners.

2443. Did you see the Public Trustee about this yourself?—Yes; I suggested that to get the consent of the whole of the Native owners would be impossible. Many of them were children, while others, deceased, were represented by substitutes appointed by the Court: that was subsequent to the passing of the Act of 1884. I represented to him that the bulk of the people, including the principal owners, should be sufficient. In lots of cases that could be obtained; but he held that it must be the whole.

2444. The result of your interview with the Trustee was that the Act of 1887 was passed?—Yes, that result followed.

2445. It provided for arbitration?—Yes.

2446. Do you remember meeting Mr. Mackay at the meeting held on the 9th of December, 1884?—Yes.

2447. Were you personally present?—Yes; I was chairman.

2448. He then explained to the lessees the Acts that had been passed?—Yes.

2449. The Act of 1884 and the Act of 1881?—Yes.

2450. Questions were put by the lessees, and he gave answers to them?—Yes.

2451. Do you know what was the result of that meeting—whether any improvements were effected as a result of it?—Only one I know particularly; that was by Newland, who built a house.

2452. There may have been others, but you do not know of them?—There may be.

2453. Arbitrators were appointed by the lessees under the Act?—Yes; Mr. Livingston was appointed on behalf of the Natives.

2454. Where were the meetings of the arbitrators held?—At Manutahi, Waitotara, and Patea.

2455. Who did you receive your instructions from?—We received no instructions: we arranged our own meetings. The regulations were supplied to us by Mr. Rennell, I think.

2456. How did you go to work?—Mr. Livingston and myself consulted together as to the mode of procedure: we had several consultations on the subject, at which we decided the dates of meetings and the method of procedure.

2457. Did you give any notice?—We issued notices to all lessors and lessees, fixing the dates of the meetings and appointing the places where they were to be held. The notice [confirmed lease No. 46, H. T. Turner, put in] was in accordance with the orders in the regulations. The names of the Native lessors were supplied by Mr. Rennell as being the proper owners of the ground. The names of the persons to be served were written on the back of the notices. A copy was then served on them by Mr. Thomas Fisher. A declaration of the service of the notice was produced by Fisher, and was read in the Court, so as to show that each person got proper notice.

2458. That procedure was followed in every case?—Yes.

2459. How did you go to work at your meetings? was evidence called?—Yes; the interpreter was there to interpret it. The clerk took the whole of the evidence in writing. As it was taken each witness was sworn. At the end of his evidence it was read over to him, and he was requested to sign it, and did so.

2460. Was fair-play given to them—it is suggested that fair-play was not given?—They had every facility and fair-play. The nature of their evidence generally was a protest; but there were cases in which they went very fully into the lease.

2461. On the value?—In some cases on the value, but that was unusual.
2462. Generally there was a protest by the Natives against any proceedings?—Yes.
2463. Did you take notes of the evidence yourself?—Yes, I took notes myself; I have the book of the evidence with me.
2464. The evidence was fully taken down and signed by yourself?—Yes.
2465. And by Mr. Livingston?—Yes.
2466. Did you ask questions?—Yes.
2467. And Livingston asked questions?—Yes. In the Court at Patea I was appointed chairman; Mr. Arundel sat on the right, and Mr. Livingston on the left. The questions were generally put through me. Mr. Livingston suggested questions; Mr. Arundel suggested questions; and I asked them. Questions were occasionally put by themselves direct.
2468. Did you have to call in the umpire?—No; we agreed.
2469. How did you come to your conclusion?—We valued the lands and the improvements upon the ground.
2470. *Hon. Captain Kenny.*] You went on the ground?—Yes, in every case; we made a thorough examination.
2471. Mr. Livingston went with you, and the umpire?—Yes, in every case.
2472. Did you have any plan?—Yes; if you please, I will take Turner's.
- 2472A. Whose plan is that?—It was drawn by Mr. Finnerty, an authorised surveyor; he was engaged and paid by Mr. Turner.
2473. Did you have a plan with you at the time you went on the ground?—Yes.
2474. In every case?—This plan was produced in Court; we had not this plan on the ground.
2475. You based your calculation on what you saw in the plan and the inspection of the ground?—Yes.
2476. How did you calculate—generally?—We divided the land into classes. We took the best land and gave it a value by itself; then we took the land that could not be ploughed and valued that: to the different qualities of land we gave a value. We then took the felled-bush land with the stumps in, then the bush that was uncut, then the waste land or land that could not be used.
2477. You went into the values of the various kinds of land?—Yes.
2478. How did you arrive at your figures?—We took the value of the improvements, each separately, and deducted them from the value of the land and improvements we had first fixed; on the balance we fixed a rental of 5 per cent. That was the basis, we agreed to adopt.
2479. Was that so in all cases?—Yes, in all cases.
2480. Do you think it would pay if the rent were increased?—That involves the question of the improvements. For the present owner the value that we placed on it was a fair value, considering the improvements placed on it by the present owner.
2481. Was there anything in Mr. Livingston's conduct to lead you to suppose that he was not doing his duty on behalf of the Natives?—No.
2482. What generally was the result of the arbitration?—The rents were generally reduced.
2483. Were any increased?—A few were slightly increased.
2484. *Hon. the Chairman.*] Take George Gower's lease—Matukuroa (No. 41)—will you explain to the Committee why that was reduced so much?—Yes.
2485. Do you know the property?—Yes.
2486. Can you tell us shortly why it was reduced?—The land contained originally about 150 acres of open fern-land: the balance of the land was all bush.
2487. *Hon. Captain Kenny.*] Was the open land in grass?—In fern.
2488. *Hon. Mr. Peter.*] Rich land?—Yes; good land.
2489. *Hon. Captain Kenny.*] At the time of your arbitration?—No; originally. At the time of the arbitration the available land was all in grass, the balance bush.
2490. What has bush got to do with it?—The bush portion is waste.
- 2490A. What do you mean?—One portion of the land is gully; the bush on it cannot be felled.
2491. *Mr. Parata.*] Could there be grass sown on that waste land?—You might possibly graze on the edge of it.
2492. *Mr. Tripp.*] It is waste land in the true meaning of the word?—Yes, in the true meaning of the word.
2493. You went into a calculation of the value of the whole?—We went into the value of the different classifications, from which we deducted the value of the improvements.
2494. *Hon. Captain Kenny.*] The original cost of the improvements, or your own valuations?—Our own valuation.
2495. *Mr. Tripp.*] You found that the rent was much too high?—Much too high.
2496. How far is this from the Education reserve?—A short distance; not a mile; perhaps a quarter of a mile. The continuation of the river-frontage follows the same character of ground all through—Gower's two leases and the Education lease.
2497. Generally about these confirmed leases, are they large or small holdings?—Small holdings.
2498. Have the lessees done well out of them?—No, they have not. I do not know one that has done well.
2499. Ross's lease: do you say the same as regards Gower's?—Yes; the same under the several kinds of land.
2500. You went fully into each case?—Yes.
2501. *Mr. Rennell.*] Did you not act generally for the confirmed lessees?—Yes.
2502. They generally consult you?—Yes.
2503. Are you aware that some of the lessees decline to pay rent?—Yes.
2504. Also that there are actions pending against them for the recovery of rent?—Yes.

2505. Did you act for Gower?—They all consult me.
2506. *Mr. Levi.*] Do you know William Williams?—Yes.
2507. Do you know his general character?—Yes.
2508. What is it?—Generally people have a very great respect for Mr. Williams. I personally have known him for a great many years; in fact, ever since I have been in Patea. When I first went there he was a blacksmith. As far as I know, I have nothing to say against Mr. Williams or his character. I am aware that he filed in the Bankruptcy Court. There were long proceedings taken in the Bankruptcy Court in reference to him. I was Official Trustee in Bankruptcy for his estate.
2509. From your knowledge as trustee for his estate, can you say anything in connection with these bankruptcy proceedings that bears on his character?—His affairs all came before me; the proceedings were all taken down in writing. His affairs were made the subject of a most exhaustive inquiry before the Courts of law, one lasting over a period of fourteen days. The finding in each case was in favour of the view that all proceedings were perfectly fair.
2510. You mean Williams's proceedings?—Yes.
2511. You mean his conduct?—Yes; his conduct was impugned, and an attempt was made to show that I was trying to favour William Williams as against his creditors. This was gone into as keenly as any question could be gone into. The result was, the Court saw that there was no bearing whatever of that character in the argument.
2512. Do you know of a charge made against him in reference to a sum of £5,000 which, it is alleged, he appropriated?—Yes.
2513. Do you know of anything in connection with it?—I had it in evidence before me through Mr. Williams.
2514. In what connection?—Only in connection with the bankruptcy proceedings.
2515. From what you know, how does he come out by the evidence?—He accounts for the money.
2516. To your satisfaction?—Yes, to my satisfaction.
2517. How does he account? does he produce vouchers?—His bank-book and all his books in connection with it show how he spent the money and what had become of it.
2518. You were satisfied that he had accounted for the money?—Yes.
2519. In connection with that matter, do you know whether it is a fact that he purchased some land from the Natives in your name?—No.
2520. You told us that at the time these leases were taken up there was a great demand for land?—Yes.
2521. I would like you to be definite as to dates: when was the great rush for land?—Without actual reference to office-records I could not fix the dates, but I would say from 1875 to 1880.
2522. Did it finish in 1880, or did it culminate then?—I could not say; the thing reached its maximum about that time, and then it began to recede.
2523. Have you had through your hands any sales of these leases?—No.
2524. In reference to these Gower's leases, I would like to get a little more information. There are two leases; they are exactly similar lands?—Yes, exactly.
2525. Do you know the amount of bush and so forth on them originally?—Yes.
2526. Are they the same in both?—The amount cleared on Matukuroa is about 150 acres; on Patari about 10 or 15 acres.
2527. Did you consider the cost of felling bush and clearing when considering the improvements?—Yes.
2528. Matakuroa has on it a dwelling-house and other buildings?—Yes.
2529. Then on Matakuroa an amount of improvement has been done?—Yes; but there is not much difference. There is some more logging up on Matakuroa than there is on Patari.
2530. But he has built houses on Matakuroa?—Yes.
2531. He has cleared the ground. How did you bring them both out from the land? Did you value them together?—No; we took them quite separately; they had nothing to do with each other.
2532. Although one is more improved than the other, you brought them both to the same—that is, 1s. 8d. an acre each?—I was not aware that that was so.
2533. *Hon. Captain Kenny.*] What did you consider improvements? What did improvements in your opinion include? Did it include the uncultivated land?—Yes. It included buildings, bush-felling, grassing, and any improvement which was unexhausted. We took the land as we found it—land that had the stumps in, which was best land, and also what was inferior land. We put a value on it each separately as it stood with its grass and improvements upon it. Bush-land we valued according to its nature, whether it was level so that it could be used, or whether it was steep. Whatever could be used we valued. Even the steep sidings land that could never be ploughed we valued at a price, and also gave a price to what we considered waste. We wrote all these values down. Then we took the value of improvements—buildings, fencing, grassing, clearing, &c.: we deducted these from the total value. Then we based the rent at 5 per cent.: that brought the land back to its natural position in our opinion, *plus* the added value from the general settlement of the district.
2534. *Mr. Levi.*] With regard to the Education reserve that adjoins, was not that lease covered with bush?—No, not all.
2535. Do you know it well?—Yes.
2536. How much?—About 6 or 7 acres were grass land.
2537. How big is it altogether?—Four hundred acres, or something thereabout.
2538. The greater part was covered with thick bush?—Yes.
2539. Is it rather rough land?—Yes.

2540. Any gullies running through it?—Yes.
2541. Has that continuation you speak of given the same character to the land along its bank?—Yes, this gully does run through it.
2542. Evidence was given by the lessees?—Yes.
2543. With reference to the arbitrators' awards, was it not always to the capital value?—Evidence was given to the capital, and also to the improvements.
2544. Then with regard to value: you had regard to the selling-price of the land?—We asked them their opinion as to the value of every property.
2545. Did you consider what was the selling-value of the land for cash?—Yes; we considered what it was then worth compared with similar lands about the district—on our own knowledge of prices ruling at the time.
2546. Did you specially consider that you were granting a lease for thirty years?—No.
2547. You left that out altogether?—Yes.
2548. You did not understand you were fixing the terms of leases, for which compensation for improvements were to be given at the end of the term?—No; we did not take that into special consideration.
2549. Did you consider that it was within your province to fix any terms beside the rent?—Yes, to some extent; we did so in some cases. There were two cases at Waitotara, one in which there was a clause in the lease in which the Natives had certain rights of running stock on the ground; we considered they were entitled to have a portion of the land eliminated from the area and set aside for their use; in two cases this occurred. We fixed the term at thirty years by the Act. We took it for granted that was the term by the regulations under the Act.
2550. You considered that you were bound by the regulations under the Act of 1881?—Yes.
2551. You say you consulted the other arbitrators, and you agreed to take 5 per cent. as the basis of the rent for a lease of thirty years?—Yes.
2552. Why did you take 5 per cent.?—That is the price adopted by the Government.
2553. What for?—In fixing their rents.
2554. On perpetual leases?—Yes.
2555. You considered that because the Government adopted that it was a fair rate?—We considered it was a fair rate for any one to pay.
2556. Were you not influenced by the fact that 5 per cent. on the unimproved value was mentioned in the regulations?—I do not know whether it is so mentioned.
2557. Look at section 1 of the regulations?—I do not know that that guided us in any way.
2558. Is it a fact that a fourth part of the costs were charged to the Natives?—Yes.
2559. Do you know why that was done?—It was done by arrangement between Mr. Livingston and myself. I wished that the costs should be divided equally between the lessees and the Native owners: we had a very long argument about it. Mr. Livingston protested against that: he wanted the whole to be charged to the lessees. I contended that, as this work was done at the instance of the Government, and that the arbitration took place under statutory powers, it was fair that both sides should divide the costs equally. Ultimately we decided it in this way.
2560. You split the difference?—Yes, you may put it in that way.
2561. You and Mr. Livingston agreed in all your awards?—Yes.
2562. Did you always agree in the first instance?—No; we spent days over this work, and not days merely, but weeks.
2563. Were compromises made in any other cases?—We did not compromise; we agreed.
2564. Were there not instances in which you went over the figures in which he offered the concession you wished, and you did the same?—No; there were in all cases occasions when we went into figures that we did not agree at first; but we worked and argued the whole thing out.
2565. What was the process?—We convinced each other. I had a good knowledge of the country, so had he. The outcome of our discussions in all cases was an agreement, in accordance with which we finally fixed the rent under arbitration.
2566. Have you any memorandum as to how the costs of the awards were made up? you might give us some instances, say in Ross's case?—Yes; there the costs were £166 15s. 5d. The fees charged were as follows: Umpire, £15 15s.; Livingston, £52 10s.; Cowern, £78 15s.; interpreter, £1 10s. 2d.; solicitor, £2 10s.; serving notices, £5; serving awards, £7 10s.; incidental expenses, office clerk, &c., £3 5s. 3d.
2567. That makes up the total?—Yes.
2568. *Hon. Captain Kenny.*] What was the area?—1,349 acres.
2569. *Mr. Levi.*] How long did you sit hearing evidence?—Two days in that case. I remember that in that case we sat into the next morning over it. I forget whether we had a second sitting or not.
2570. You went on the land to view it?—Yes.
2571. That took another day?—Yes; but the case cannot be summed up in that way, from the days we sat or the day we visited the land. The whole period during which we were engaged over these cases was possibly four months. These particular cases would be a portion of the whole from start to finish. We had to arrange to get correct information as to who were the Native owners. Then there were arrangements to be made for serving the notices. Then, as to the appointment of an umpire, we spent a considerable time in getting a suitable man. We wanted to get a man of experience and knowledge who would be impartial throughout. Then, with reference to this particular case, we spent a good many days in fixing up the question connected with the award, as there was another question which cropped up while considering this lease. There was a clause in the lease to the effect that if the land contained more than 1,000 acres the extra area was to be cut off, leaving a certain boundary. This cost us a great deal of thought in arriving at a fair

decision. I was engaged with the whole of these arbitrations over six months. Mr. Livingston was engaged a less time. I was appointed by the lessees; he was appointed somewhat later on behalf of the Natives.

2572. *Mr. Stewart.*] What was the total amount you received?—£639 16s. 10d. for the several arbitrations.

2573. *Mr. Levi.*] What was the amount Mr. Livingston received?—£428 10s.

2574. *Hon. Mr. Acland.*] Was there any grumbling on the part of the lessees about the costs they had to pay?—None.

2575. *Mr. Levi.*] Do you know a piece of land at Waitotara belonging to Mrs. Durie?—Yes.

2576. You had the sale of that land?—Yes.

2577. Do you know the price that was paid for it?—Yes.

2578. What price was it?—There were three or four pieces of land sold. Two of them I sold—one at £8 or £8 10s., the other £5 10s.

2579. Do you know if they are let?—They are let to some person on the Coast.

2580. Do they adjoin Ihupuka Reserve?—Yes.

2581. They are similar lands?—No. The one at £8 or £8 10s. per acre is better than any of the reserves you refer to—nearly the whole of it is level land fronting a main road.

2582. Does it join Ihupuka?—Yes, that joins it.

2583. Do you remember it when he had the original lease?—Yes; he had no fence between the two.

2584. Do you know the property that Bremer occupies next to Ross's?—Yes.

2585. What does he pay for it?—Ten shillings an acre.

2586. When did he lease it?—I think he has leased it for the last ten years.

2587. Was it improved when he leased it?—Yes.

2588. Do you know that he said he would give 10s. an acre for Otautu?—I am not aware.

2589. Do you know the property that Valentine Smith leased from Shaw?—Yes.

2590. Do you know what he pays?—About 14s.

2591. Do you know for how long Bremer's lease is?—I do not know.

2592. When was it taken up?—The lease itself should show. I should think eight or nine years ago.

2593. Do you know the piece of land leased by Death?—That is about 13s.

2594. *Hon. Captain Kenny.*] What is the size of the block?—Death's is about 800 acres; Valentine Smith's, 700 acres; Bremer's, 600 acres.

2595. *Mr. Levi.*] Do you know the piece Jardine leased from Derrett?—Yes; I believe he gives £500 a year for 700 acres.

2596. All these lands are similar to Otauto?—There is this very great difference: On any or all these lands there is not an acre of bush; there may be some little bush on Death's and some on Smith's.

2597. In what does the main difference lie?—All these lands are open agricultural land of the best description, leased with all improvements when everything was very high.

2598. Is there any large difference in the quality of the land?—No large difference. I should say the land was similar in quality—that is, as to the soil. I do not think there is any piece of land more overestimated than Otautu (Ross's lease). The general impression is that it is such a splendid property: it is enormously over-rated.

2599. *Mr. Sinclair.*] You say it took you a great deal of time to ascertain the names of the Natives interested in the lands?—Not a great deal of time to ascertain the names, but that was one of the things.

2600. Did not the Public Trustee supply you with that information?—Yes; Mr. Rennell.

2601. Where was the necessity then to take up any time with that?—I applied to the Trustee to give me certified names of persons in the grants, so that there should be no possible mistake.

2602. Mr. Rennell supplied you with that information, did he not?—Yes.

2603. Did either of the arbitrators—yourself or Mr. Livingston—object to the charges made?—No.

2604. Did you allow him to charge what he liked?—Yes.

2605. And he allowed you to charge what you liked?—Yes.

2606. In any case did the Natives assent to the proceedings?—No.

2607. Their evidence generally was in the form of a protest against the whole proceedings?—Yes; I have got it here signed.

2608. *Mr. Stewart.*] Were these charges of the arbitrators fixed at the time you fixed the rent—at the same sitting?—After we had finished fixing the rents—after we had gone through all the evidence and taken the values—the question of the charges came up.

2609. Was the rent fixed by you made less on account of the large amount for charges, a large proportion of which had to be paid by the lessees?—The amount of the rents had nothing to do with our charges; we simply fixed such a sum as would recompense us for the time we were engaged; the amount of the charges did not influence the amount fixed for rent. For myself, I may say my time is of great value. I have a large business to conduct. I am an auctioneer in a large way of business.

2610. The division of the costs all through was as three-fourths to one-fourth?—Yes; one-fourth for the Natives.

2611. *Hon. Captain Kenny.*] You were appointed to act on behalf of the lessees?—I was appointed by each lessee. In the regulations there is a form of surrendered lease. In this form they have to fill in the name of the arbitrator they wish to employ, and then send it to the Public Trustee. The Trustee, on receipt of this, after a lapse of so many days, if the Natives will not appoint their arbitrator, notifies His Excellency the Governor, who appoints one on their behalf.

2612. Was there no arrangement of any kind on your undertaking the work as to the remuneration?—No.

2613. It was left to you entirely to make your charges?—It was left to me entirely.

2614. Did you take any evidence as to the actual cost of the improvements made by the lessees? did you ask them what were the various improvements made by each, and the cost as to the fencing, building, bush-clearing, and laying down in grass?—Yes; in most cases they gave the actual cost, but some of the improvements had depreciated in value very much—buildings that cost £200 or £300 to put up had depreciated down almost to £100 in some instances.

2615. But you did take reliable evidence as to cost of improvements?—Yes.

2616. And you were guided by that?—We relied more on our own knowledge.

2617. Do you live at Hawera?—No.

2618. Then how can you know the value of land so well in the district?—Because I am so much identified with it; besides, the lessees are nearer to Patea, where I live, than to Hawera.

2619. You mean that as a land agent you would know what it would cost the people there to produce crops, to raise stock, and so forth, and what profit should be had on the rent to be paid: now, what would you consider a fair rent there for depasturing sheep?—I think we should run three sheep to the acre on the best farms: they could pay 10s. an acre for the best land.

2620. That is something like 3s. 4d. a sheep?—Yes.

2621. You spoke of a large rent of £500 for 700 acres of agricultural land: was that originally fern?—Yes.

2622. None of it bush?—No.

2623. That is, it was actually valuable land for agricultural purposes?—Yes.

2624. As regards valuing improvements, you say you have to take depreciation into account?—Yes.

2625. Were the fences mostly wire?—Wire and gorse.

2626. *Hon. Mr. Peter.*] These charges are so enormously high in some cases as to strike one at the first glance: was there no fixed rate charged for the arbitrators?—No; the costs are in our discretion.

2627. As the charges made by the arbitrators you see that one £75 sometimes double and treble that of the umpire?

2628. *Hon. the Chairman.*] The arbitrator fixed the umpire's charges?—Yes. The umpire had nothing to do with the detailed work; he visited and went over the property, sat in the arbitrators' Court, heard the evidence, and went away. If there had been a difference between the arbitrators he would have had to decide. He might, probably, have reheard the whole case, and would fix the arbitrators' fees at his discretion.

2629. *Hon. Mr. Acland.*] Is it the fact that, in estimating the value of land by deducting the improvements from the capital value, and fixing the rent at so much per cent., you bring it back to its value in its wild state?—Yes; with the additional value that the settlement of the district gives to all lands in common.

2630. *Mr. Levi.*] Were you guided at all by the definition of "improvements" in the regulations?—We took every improvement into consideration.

GEORGE SAMUEL NEWLAND examined.

2631. *Mr. Tripp.*] What are you?—A farmer.

2632. How long have you been farming?—Pretty well all my life.

2633. On the Coast?—Yes, for a number of years.

2634. What is the extent of your farm?—One hundred and twenty acres at present.

2635. Are you one of the confirmed lessees?—Yes.

2636. Where is your farm situated?—At Whenuakura.

2637. Have you ever had more than 120 acres?—Yes.

2638. What was the extent of your former holding?—With this included, about 650 acres.

2639. What was the rent of your former farm?—It was nominal in the first place; we had to improve it.

2640. When you came to rent, what did you pay?—It went back to the landlord at the end of the term.

2641. How went back to the landlord?—We gave it up. My brother was in partnership with me at the time.

2642. *Hon. the Chairman.*] What you gave up was not included in this Native land?—It was freehold. My brother, 300 acres; 250 acres leasehold.

2643. Who was the 250 acres leased from?—From Northcroft.

2644. *Mr. Tripp.*] Does this 120 acres adjoin the other?—Yes.

2645. When did you take up this 120 acres?—About twelve years ago.

2646. What was the original rental?—It was 7s., 9s., and 12s., for three different periods.

2647. Was this rental altered by the arbitrators?—Yes.

2648. What was the alteration made?—They reduced it to 4s. an acre.

2649. Would it pay at the original rent?—No; I may state that when the first lease was drawn up we were to have had it at 3s. 6d. an acre. Some of our neighbours came behind us and offered more money; that was the reason it was run up to that price.

2650. Then you say it would not pay at the original rent?—No.

2651. Do you remember Mr. Mackay going to Patea in 1884?—Yes; I attended the meeting at Patea.

2652. What took place at that meeting?—We were given to understand that in the following June an arbitration would take place and a new lease would be granted.

2653. Was anything said at that meeting about improvements?—Yes; he explained that bush-felling, for one thing, would not be allowed.

2654. Did he say whether you were to get compensation for your improvements?—They were to be deducted, as I understood, from the value of the land.

2655. When the lease was to be given up, did you understand that you were to get any compensation for your improvements?—They were to be deducted.

2656. Was there anything said about the improvements at the end of the term?—That I cannot say definitely.

2657. Do you remember Mr. Mackay explaining the effect of the Acts of 1881 and 1884?—Yes; I called on him after the meeting.

2658. But at the meeting do you remember any questions being put to him?—Yes; a number of questions were put to him.

2659. Do you remember his answering them?—I believe, at the time, he thought the Government would carry them out.

2660. You say you saw him yourself afterwards?—Yes.

2661. After Mr. Mackay's interview with the lessees, did you continue improving your property?—Yes.

2662. Was that on the faith of his representations?—Yes; had it not been for Mr. Mackay's statement I would have given up the lease.

2663. Will you tell the Committee how you have since improved your property?—I have built a substantial house of six rooms on it; also a small woolshed. I have subdivided and improved the place.

2664. I suppose you know pretty well what rents are paid by confirmed lessees?—Yes.

2665. You have often talked about them?—Yes.

2666. What do you think of their fairness?—I think, taken all through, they were fair. The two gentlemen that were appointed by the Government were men of experience. Mr. Livingston was a man above making an unjust award, and the other gentleman was a man of considerable business, who does a great deal of land work.

2667. Is there any difference between the price of land now and what it was in the seventies?—It is now much lower than it was ten or twelve years ago.

2668. What about the prices of stock?—They are infinitely lower now. The freehold about half a mile from my place, with a large house on it, sheep-dip, woolshed, and everything, has been sold for £7 an acre.

2669. Is that lately?—Three years ago.

2670. That adjoins your property?—Nearly so.

2671. *Mr. Rennell.*] I would like to know from you whether I have not demanded rent from you during the past six months?—Yes, you have.

2672. Do you consider there is a legal reason why you should not pay?—Yes, I do.

2673. Is there a case pending against you in the Courts?—Yes.

2674. It has been put off?—I put the matter in the hands of my solicitor; he says it has been postponed.

2675. You consider there is a legal reason for not paying?—Yes.

2676. But I did demand the money of you?—Yes; you and your solicitor were rather rough.

2677. *Mr. Levi.*] With reference to this piece of land adjoining, which you have not now, and in which you say you were in partnership with your brother, you say that 250 acres were freehold and the other portion leasehold?—Yes; we had it at a nominal rent—1s. an acre—£12 a year we used to pay.

2678. For how long was the lease?—Ten years.

2679. When did you take it up?—I forget the exact date.

2680. When did it run out?—About six years ago.

2681. It was quite rough land when you took it?—It was all fern and tutu; all that we could possibly plough we ploughed and laid down.

2682. Was that very much?—About 200 acres.

2683. Do you know if that land is let now?—No, it is sold.

2684. Do you know what it sold for?—No, I do not.

2685. About this interview with Mackay, do you remember him saying to you that he was explaining the Act that had been passed?—Yes; he gave us thoroughly to understand that what he explained at Patea would be agreed to in the ensuing six months. He told me personally, "You will have your new lease on the 1st of June ensuing."

2686. He told you the rent would be fixed by arbitration?—Yes.

2687. And the rent fixed on the value of land, less the improvements on the land?—Yes.

2688. Did he say how long the lease was to be?—Yes; thirty years.

2689. You hold a confirmed lease?—Yes.

2690. Have you ever looked at the Act which deals with this question of confirmed leases?—I have seen the Act, but I do not think myself competent to understand it.

2691. Did you have any talk with your solicitor about the Act?—No.

2692. Have you read the Act of 1884, so that you might know what had passed the Legislature?—Yes, I think so.

2693. Have you not tried to get some information?—It was the common talk at the time.

2694. Do you not know that the section of that Act which deals with your lease said that, if new leases were to be granted, they were to be at rents on the improved value?—I cannot remember whether I did read the thing or not. It is highly probable that I did.

2695. Do you understand this: "The Public Trustee may accept surrender of any lease, and in lieu of such lease may grant a new lease at a rental to be computed on the improved value of

such land." On the "improved value" of the land: do you know what that means?—As it stands now.

2696. Did you or not after 1884 know that that was in this Act?—I suppose I did.

2697. You said you made improvements on the strength of what Mr. Mackay told you: did you expect that Parliament might pass something contradicting this Act, or that Government would act in contradiction to an Act of Parliament?—I do not know.

2698. You say you built a house: when?—Five years ago.

2699. In what year?—I suppose it would be at the end of 1884 or the beginning of 1885.

2700. Would you swear it was not in 1884?—I forget exactly the time when I started to build.

2701. Will you swear that it was not some time before December, 1884?—It was shortly after Mackay's meeting.

2702. Would you swear that it was after Mackay's meeting that you built?—Yes.

2703. Had you made any improvement on the land?—I had fenced it.

2704. Had you cleared it?—I had.

2705. How much was done?—None of it had been ploughed; it was in grass.

2706. Are you not aware that if you built a house on your land while this Act was in force that the rent of your new lease, computed on the improved value of the land, would be increased? You say that you knew that this Act says the rent of the new lease was to be computed on the improved value: did you not know you would have to pay a larger rent?—I understood the improvements were deducted.

2707. Do you mean that on the improved land the improvements were to be deducted?—Yes.

2708. Do you know Ross's property—Otauto?—I have been on it, but never over it. I have been as far as the house.

2709. Do you know the property adjoining his?—Yes.

2710. Do you know what is paid an acre for that?—No.

2711. Do you know the property of Mr. Valentine Smith?—Yes.

2712. *Mr. Tripp.*] Do you recollect everything that was said by Mr. Mackay?—Yes.

2713. And it was on the faith of what was said that you built?—Yes.

SATURDAY, 2ND AUGUST, 1890.

Mr. PERCIVAL WILSON, of Whenuakura, Patea, Farmer, examined.

2714. *Mr. Bell.*] You are one of the West Coast reserves confirmed-lease holders?—Yes.

2715. You have a partner, I believe?—Yes.

2716. How many leases have you?—Three.

2717. One expired last year?—Two are expired now.

2718. Since the passing of the Suspension Act?—One of them before and one after.

2719. You have been how long on the Coast?—Since 1874—fifteen years.

2720. Do you remember the date when confirmed leases were first taken up?—Yes.

2721. You have a general knowledge of the properties on the Coast?—Yes.

2722. Of course you have a knowledge of your own property?—Yes.

2723. And to a certain extent you are more or less prejudiced, being a leaseholder: will you tell the Committee your opinion as to whether the rents fixed by the arbitrators were fair and just generally?—I believe they have been.

2724. I want you to give one or two instances of the recent sales of leased property. I think there was a sale of Mr. Palmer's property; that was just about the time of the arbitration?—Yes; that is on the Whenuakura Block—on the same block as the two leases of Otautu and Gower's lease.

2725. What kind of property is it?—It is considered a good property; there is a little sand on it. It turns off more fat stock than any other in the district. It was sold for £7 an acre.

2726. Any others sold recently?—There are two or three instances where property has been put up and bid for, but not sold. Not quite so good perhaps is McLean's (1,000 acres), for which there was £5 bid at auction.

2727. There were two properties of Dr. Earl's?—They were sold for £6 an acre.

2728. Were those properties equal to the general run of properties on the Coast?—Yes; I know that was considered a very good place; generally so by the Natives. There was another by Mr. Thompson—Todd in occupation. He bought from Lowes, who, I believe, gave £15 an acre for it.

2729. How long ago was that?—About twelve years ago.

2730. Lowes got much more than he gave for it?—I believe that was the case; I could not say exactly.

2731. Do you know Bremer's lease, or Valentine Smith's lease?—I know Smith's lease.

2732. When was that taken?—About nine or ten years ago.

2733. Is there anything special about it?—It is a good grazing and agricultural property—a little above the average.

2734. Do you know if Smith is satisfied with his bargain?—I believe not. He thought the rent too high; he applied for a reduction.

2735. Did he get a reduction?—That I cannot say.

2736. Braithwaite's, from Donald Smith, was mentioned: do you know what has become of Braithwaite?—He has gone bankrupt.

2737. What were his assets?—They were worth about 5s.
 2738. Generally speaking, has there not been a great fall in the value of property on the Coast?
 —Yes, a very heavy fall.
 2739. And in the value of stock?—Yes: the fall in stock produces the fall in property.
 2740. Both in the selling and letting value?—Yes.
 2741. To what extent?—From 20 to 40 per cent., I think.
 2742. *Mr. Levi.*] Do you know some land adjoining your own lease (section 415), formerly owned by one Morgan?—Yes.
 2743. Do you know if that was recently sold?—Yes.
 2744. To one Foy: do you know what he paid?—£6 an acre.
 2745. It is adjoining your own property?—Yes.
 2746. Is it similar land?—Yes: a little more level. There is not so much sand.
 2747. Do you know section 416, Wilkie's?—Yes.
 2748. Do you know that Wilkie recently bought it at Gower's land-sale?—It is six years ago.
 2749. What did he pay for it?—£4.
 2750. Was it four guineas?—I could not say. I think it was only £4
 2751. There is flax growing on your land?—Yes.
 2752. Do you get anything for it?—I have only got little for it so far.
 2753. How much?—£36.
 2754. How do you sell it?—To cut at so much a ton.
 2755. Do you know the adjoining section owned by Mr. Currie (section 414)?—Yes.
 2756. Do you know how much he pays for that?—Four shillings an acre. It has a very good frontage. It is not the same as mine.
 2757. What is the difference?—I should say that fully one-third of that land is high-class agricultural land.
 2758. How much of your piece is high-class agricultural land?—I should not say that any of it was from my experience of it.
 2759. You have had transactions with the Native delegate?—In paying rent, yes.
 2760. Through Mr. Fisher chiefly?—Yes.
 2761. Did you find him straightforward?—Yes.
 2762. It was a matter of convenience to him?—Yes.

WILLIAM GOWER, of Patea, Farmer, examined.

2763. *Mr. Bell.*] On one of your leases the rent has been very largely reduced. Are you in partnership with George Gower?—No.
 2764. Where is he?—He is at Home.
 2765. Do you know the land he occupies?—Yes.
 2766. How came he to take it at such a rent?—It was my younger brother Alfred that first took the land from the Natives. Everything was in a state of prosperity in the colony at that time. That was the reason he gave so much for it. I told him he was giving too much for it. He said he would try and go on with it; but he soon found out that he was losing money. My brother George then took it, and he has been losing money on it.
 2767. Is this plan [produced] a correct plan of the contour of that land?—Yes.
 2768. Do you remember the land that was put up adjoining it belonging to the University (the University Reserve)? Was that the same kind of land, or better, or worse?—It is better land: there is but light bush, and more available land in it.
 2769. What was the upset price?—At 6d. an acre.
 2770. When was that?—Two years ago.
 2771. What was the rent to your brother?—Tenpence-halfpenny per acre.
 2772. *Mr. Rennell.*] Do you consider that you have paid your rent up?—I pay under the award.
 2773. You are disputing the payment of the rent demanded of you?—Yes.
 2774. Did I make a demand for the rent due?—You demanded of me rent under the confirmed lease.
 2775. *Mr. Levi.*] You said the University land was better land than your brother's?—It is more available land, more open; there is not so much waste land in it.
 2776. Is there not bush on it?—There is 25 acres of grass on it.
 2777. And the rest is bush?—The rest is bush. It has about 60 acres of an old Native clearing—koromiko bush and fern.
 2778. Do you mean to say that it is better land because it has but light bush?—Yes.
 2779. *Hon. Captain Kenny.*] You mean better land because more easily cleared?—Yes.
 2780. But at the same time the quality of the soil is good?—Yes.
 2781. *Mr. Sinclair.*] Is it not usual that the land is good where the bush is heavy?—Yes. This is an old Native clearing.
 2781A. Is it not the case that on the tops of the hills, where the land is poor, the bush is light?—Not necessarily so.
 2782. *Mr. Parata.*] How many sheep will that country carry?—I think on the average it will carry about two sheep and a half to the acre.
 2783. How many will the land carry that your brother has?—About two sheep to the acre.
 2784. *Mr. Bell.*] On the cleared part?—Yes.
 2785. Will it carry the same amount of stock per acre?—I dare say it would, or very close on it.

Mr. FREDERICK RIDDIFORD, of Hawera, Farmer, examined.

2786. *Mr. Bell.*] You are the holder of one or two confirmed leases?—Yes.
 2787. Lease No. 2, 387 acres?—Yes.
 2788. You took up that lease in what year?—About 1877 or 1878.
 2789. Had it been leased before?—Yes; it was not leased direct to me.
 2790. What had become of the original lessee?—He resided in Patea. Having leased the land, he did nothing with it.
 2791. Did he pay his rent?—I do not know.
 2792. It was offered to you by the Natives?—Yes.
 2793. Did it join property belonging to you?—Yes; it cut right into my property.
 2794. You work it?—Yes.
 2795. What is the nature of the country?—It is very broken.
 2796. Are there gullies on it?—Yes; very steep gullies.
 2797. Would you have taken it if it had cut into other land you were occupying?—No, certainly not.
 2798. It saved you some fencing, I believe?—Yes; a considerable amount of fencing.
 2799. The rent has been considerably reduced: has it been reduced below what is a fair rent for that piece of land?—No.
 2800. Would it have been possible for any person taking that part at 4s. 2d. an acre to make it pay?—No, I could not make it pay.
 2801. Notwithstanding that it adjoins your property?—Notwithstanding that it joins my property.
 2802. *Mr. Rennell.*] Have you paid up your rent in full under the confirmed lease?—Which are you alluding to? I believe there is one not paid up.
 2803. Under the confirmed lease?—I think it is about due.
 2804. Have you not kept money back?—Yes.
 2805. On what account?—Difference of area.
 2806. Deficiency of acreage, is it?—Yes.
 2807. Do you propose paying your rent under the confirmed lease?—I do not care to say.
 2808. Is there not an outstanding question as to rent between you and the Public Trustee?—I believe there is. The Public Trustee wishes me to pay for land I do not own: I decline.
 2809. Through deficiency of acreage?—Through deficiency of acreage.
 2810. *Mr. Stewart.*] What was your object in surrendering the old lease?—The confirmed lease? To get extension of term and a new lease.
 2811. Also, you wanted, if possible, to get your rent reduced?—Yes; I was paying too much under the old lease.
 2812. *Mr. Parata.*] How many acres under the old lease?—Different leases at different rents—1s., 2s., 3s.
 2813. Did you think that 3s. was a fair rent?—It was all heavy bush.
 2814. If the land was not paying would you be likely to apply for a longer lease?—This land cut right into my property. By taking it it would save me a certain amount of fencing. If I did not have this land I should have to do an extra quantity of fencing.
 2815. *Mr. Levi.*] It was of a special value to you?—The Natives came to me and wished me to take it. They said, “If you take it for one year we will forgive you the rent:” they said they would make me a present of it.
 2816. *Hon. Captain Kenny.*] You state that the land is not paying, and you had to make an attempt to make it pay?—Yes.
 2817. Did you clear the whole of it?—I cleared all of it that was of any value. I grubbed all the open land, fenced it, felled the bush, and logged it up in many cases.
 2818. How many sheep would it carry?—I seldom have sheep on it; it is a cattle country.
 2819. You said it was not paying: if you worked it with your own property, how would you distinguish that it was not paying?—I would know the area and its proportion of available land; I would know the amount of rent I would have to pay: I would know the price I would get for stock; I would know, therefore, whether I would not be able to pay rent for the two sections out of the profits I would be able to make by my cattle.
 2820. Was your freehold paying?—I had not the freehold.
 2821. What is the other part?—Leasehold.
 2822. Both are leasehold?—Yes.
 2823. Was the other leasehold paying?—Yes; it paid to a certain extent. I was able to put sheep on that portion.
 2824. The difference was that one was sheep country and the other was cattle country?—Where the land is new sheep pay with us. When we stock it after a few years we have to go back to cattle.
 2825. On account of the fern?—No; on account of lung-worm.
 2826. It is not a good sheep country?—No.
 2827. Is it cropped?—No; there are no roads to it. I could not get a machine there.

Mr. R. H. NOLAN, J.P., of Hawera, examined.

2828. *Mr. Bell.*] You were one of the arbitrators who sat in some of these cases?—I was.
 2829. You are an auctioneer and land agent?—Yes.
 2830. Carrying on business in Hawera?—Yes.
 2831. How long have you been in Hawera?—Between ten and eleven years.
 2832. During that time have you been carrying on business there?—Yes.

2833. Have you a knowledge of the value of land on the Coast?—I have.
2834. Of the letting and the selling value?—Yes.
2835. I believe that a good deal of land has passed through your hands?—Yes.
2836. The rents in these cases which were fixed by you and your co-arbitrators were in your opinion fair and just?—They were.
2837. In a number of instances you and your co-arbitrators reduced the rents?—Yes.
2838. In making those reductions did you consider that you were fixing a fair rent?—I did.
2839. Did you in any way favour the leaseholders?—Undoubtedly not.
2840. You understood that your position was to fix the rents of these reserves, and you brought to your determination of that question your knowledge of values on the Coast as an auctioneer and valuer?—Yes.
2841. *Mr. Levi.*] In fixing these rents it has been stated by the other arbitrators that the mode of procedure was to value the land as it stood, then to value the amount of improvements, and then to take 5 per cent. as the basis of the rent in all cases?—Yes.
2842. Did you take into consideration in fixing the rents in any case that you were granting a lease for thirty years?—Yes, we did.
2843. Can you make that answer agree with the answer you have already given when you said you fixed the rent at 5 per cent. on the then value?—Yes.
2844. That was, the value at the time of your making your award?—Yes.
2845. Did you take into consideration that you were valuing a thirty years' lease?—We were basing it on a thirty years' lease.
2846. Do I understand that you first took the values, and then you based the rent upon a lease for thirty years at those values?
2847. *Hon. the Chairman.*] Let us have your meaning clear. Do you mean that you took into consideration that there was going to be a lease for thirty years?—Undoubtedly. Our instructions were to issue awards upon a thirty years' lease.
2848. Are you sure that you got instructions?—Under the West Coast Settlements Act. We took for granted that it was to be so.
2849. *Mr. Levi.*] Would it make any difference if you had to fix the rent for five, ten, or thirty years?—On the shorter term we would have made a difference.
2850. Do I understand you to say you were taking the total value of the land at different periods?—The total value of the land as it was then.
2851. *Mr. Stewart.*] What difference would it make?—A lease is not of as much value for ten years as it is for thirty.
2852. *Mr. Peacock.*] The rent would be lower for the shorter lease?—Yes.
2853. Did you take anything else into consideration besides the length of the lease?—Yes, undoubtedly. We took the value of the land as it then was, so that what we considered was the value of the land to them at the then time.
2854. Were not all your valuations made at the selling-value at the time?—Undoubtedly.
2855. How can you make that answer consistent with your statement that you considered you were giving a lease for thirty years?—We gave the then value, deducted the improvements, and then based the rent on 5 per cent.
2856. At the selling-value at the time?—Yes—what we considered the value of the land.
2857. *Mr. Levi.*] Do you know of any instances of the sales or leasing of any lands other than Native reserves in the neighbourhood within the last two or three years?—Yes; there was one at Normanby, adjoining Caverhill's lease, Te Ruatumoko. There was a sale there which I made myself, at £9 5s. an acre, I think.
2858. What was the acreage?—Close on 500 acres, I think.
2859. Was it improved land?—Yes.
2860. Improved as much as Ruatumoko?—Yes; more so.
2861. How much would be the value of the improvements on this adjoining land?—It would be hard to say from memory, but should say from £2 to £2 10s. an acre; there were good buildings on it.
2862. Do you know that the lease of Ruatumoko is sold to Lysaght?—I believe it is.
2863. Do you know what it was sold for?—I would not be sure: it is reported £2,100.
2864. Do you know when the sale was, or about the time?—I should think it was about twelve or fifteen months ago. I cannot give the exact date.
2865. Was it before or after the arbitration sittings?—After.
2866. Shortly after?—I do not think it was long after.
2867. Do you know of the sale of the Tamaha Reserve, also Caverhill's?—I have heard that it is sold to Balmforth.
2868. Have you any knowledge of the price of that?—No; I have no idea.
2869. What improvements have been made on the Tamaha Reserve since it was leased?—I have no idea. I had nothing to do with it.
2870. You did not arbitrate on it?—No.
2871. Do you know of the lease, or part of lease, which was sold by one Hendy to Lomax?—Yes.
2872. You know that transaction?—I know the ground. I do not know the transaction.
2873. Do you know the rent at which Hendy leased it?—I think it was 16s.
2874. Do you know what it was reduced to by the Public Trustee?—No, I do not know what it was reduced to by the Public Trustee.
2875. Do you know how much it is leased at to Lomax?—It is reported 10s. an acre.
2876. *Mr. Bell.*] Mr. Levi has asked you whether you knew of the sale of Ruatumoko at £2 or £2 10s. an acre?—No; it was in connection with the piece adjoining that the question was asked.

2877. Do you know what the improvements were on Ruatunoko?—I could tell you if you allow me to refer to my books.

2878. About Okahu: Are you aware that Okahu was included in the same sum—Nos. 10, 11?—£2,100? Yes.

2879. Can you give us roughly an estimate of the value of improvements on Ruatumoko and Okahu?—I would say roughly £2 an acre.

2880. *Mr. Wilson.*] You spoke of your instructions: what do you mean by “instructions”? From whom did you get them?—Our instructions we took under the West Coast Settlement Reserves Act, which were contained in the regulations issued under that Act.

2881. Did you, directly or indirectly, get any instructions from the Public Trustee or from the Public Trust Office?—No.

2882. *Hon. the Chairman.*] You say that the arbitrators—you being one—settled the rent on the value of the land put up for sale—that is, the selling-value of the land at the time—and that you then fixed the rent at 5 per cent. on the land without improvements—5 per cent. on the selling-value: how did you arrive at 5 per cent. as the proper basis?—It is usually considered that 5 per cent. on the cash value of land is a fair return. The Government themselves take that for a basis. They put up land at £1, or 5 per cent. on the capital value.

2883. Was that the reason?—Yes.

2884. You acted in a great many of these leases with Mr. Livingston?—Yes.

2885. Did you discuss with him, or did the arbitrators discuss among themselves, what you term the “instructions” they had?—Yes.

2886. They arranged the method on which you were to go to work?—Yes.

2887. I understood you to say that you were bound to give a thirty years’ lease: as to the basis of rent for a lease of thirty years, was there any difference of opinion between the arbitrators on that subject?—No. I do not think in any case there was so, unless it might be the case with Major Kemp. I would not say positively.

2888. *Mr. Peacock.*] In deciding on granting this lease you understood that compensation was to be given for improvements at the end of the lease?—Yes.

2889. What do you consider are the elements in a lease which makes it less valuable for a short period than a long one?—The greater length of time the lessee has the land, it undoubtedly follows that the more he can make of it; whereas under a short lease it gives no time to put up improvements.

2890. As a general rule, does the difference in value of a lease not arise from the fact that much of the improvements put on it are, or are not, to be retained by the lessee?—That may be so.

2891. If you take the capital value of the land less improvements, and take 5 per cent. on that, how would you make any difference in regard to a shorter lease—that is, if 5 per cent., less improvements, is the basis of your calculation?—In giving that for a short lease, a man would hardly get time to take a benefit out of the land.

2892. Do I understand that in taking 5 per cent. as a fair rent on the selling-value for thirty years, that if it had been less—say, twenty years—you would have taken a lower percentage than 5 per cent. on value?—I do not quite understand you.

2893. You say that at the selling-value you took 5 per cent. as the basis of the rent; then you say that the Government have been in the habit of adopting that percentage: now, if that was the case for a thirty years’ lease, would you have taken a lower percentage if the lease had been for a shorter period?—No, I do not know that we would.

2894. In what way did you take into account that the lease was for thirty years in deciding rent, when you were taking into consideration the granting of improvements at the end of the lease, independent of its length?—If it is one for five or six years it would not matter so much—it would not make so much difference.

2895. *Hon. the Chairman.*] I would like you to revert to that question which I asked you before. You are quite clear, are you, that the arbitrators considered themselves bound to take the whole period of thirty years into their calculation without varying the amount of rent either for the first year or for any other period?—Yes.

2896. You remember that the arbitrators discussed that question?—Yes.

2897. You agreed you were bound to take it for a uniform period of thirty years?—Yes.

2898. At one rent?—Yes.

2899. *Hon. Mr. Acland.*] I would like to ask the question as to whether, by deducting the whole of the improvements of every sort, it was brought down to what waste land is worth before any one goes on it?—It was.

MONDAY, 4TH AUGUST, 1890.

Mr. MACKAY, West Coast Commissioner, examined.

2900. *Hon. the Chairman.*] I wish to distinguish clearly between the Public Trustee’s leases and the confirmed leases; also to distinguish clearly between the action taken by the Reserves Trustee and the West Coast Commissioner: I believe Mr. Mackay acted in both capacities?—

Mr. Mackay: I was first in one capacity and then in the other. I have a statement here, regarding my action as Reserves Trustee, which, if it were read to the Committee, would perhaps throw some light on the subject.

Statement respecting the Reserves between Tiroitiromoana, near Hawera, and the White Cliffs, of which Portions have been leased by the Public Trustee.

When "The West Coast Settlement Reserves Act, 1881," was introduced, it was intended that there should be only one trustee of the reserves, under the designation of "The West Coast Settlement Reserves Trustee," who was to have the entire control and management of the reserves; but before it finally passed the House of Representatives there was a crude amendment made in section 8 appointing the Public Trustee to have the control in question, and the Reserves Trustee to be his deputy. This will be seen by the confused definitions of their relative positions as set forth in the Act in question, and which had to be set right (1) by section 9 of "The West Coast Settlement Reserves Act 1881 Amendment Act, 1883," and, (2) when that Act was repealed, by "The West Coast Settlement Reserves Act 1881 Amendment Act, 1884" (*vide* sections 3, 5, 6, and 7). It will be further seen by the last-mentioned section (7) that the West Coast Settlement Reserves Trustee had special duties devolving on him in the administration of the reserves.

Early in 1882 I was appointed, under section 8 of "The West Coast Settlement Reserves Act, 1881," the Reserves Trustee, and my special business was to carry out the provisions of sections 8, 9, 11, and 12, and the regulations to be made under section 4 of the said Act. In order to carry out the instructions contained in the latter part of section 8 as to consulting the leading Natives regarding the lands to be leased of any reserve, I had, as soon as the survey staff of the West Coast Commission had completed the block survey thereof, a plan enlarged to the scale of 10 chains to the inch, and lithographed (see attached specimen marked A), which I transmitted, along with a circular in English and Maori (see attached copy marked B), and a copy of the Act of 1881 in Maori (see attached copy marked C), to the principal resident chief of the hapu to which such reserve had been granted. After giving him and his people sufficient time to discuss amongst themselves the questions referred to in the circular, I visited their settlement accompanied by my interpreter, and in every case between Tiroitiromoana and Stoney River—in all, twenty-three reserves—I succeeded in getting the Natives to agree to the leasing of certain portions of their lands, they retaining mostly one-third, and in several cases much more, of the best for their pas and cultivations. I also got agreements signed by the principal chiefs in the form attached (marked D), as well as got them to mark on the plans the exact position of the lands they wished to reserve for themselves, and what they wished to lease. These plans formed the basis for the survey and subdivision by the Survey Department of the lands for leasing, as well as for the portions the Natives had reserved for themselves, coloured respectively pink and yellow, as shown on the attached specimen plan marked E. As soon as these plans were ready the several sections comprised in each (coloured pink) were inspected and classed by me, then assessed at an upset rental, and advertised for leasing under the directions contained in the regulations of February, 1883. The first batch of leases were tendered for in April, 1883, and so great at the time was the desire of many persons to become lessees of the various sections which had been advertised that there were a number of cases of six and seven tenderers for one section at considerable advances over the upset rent. In three cases where the upset rent was put at 10s. for first-class land, tenders ranged from 10s. 4d. to 16s.* (see schedule of the tenders now exhibited to the Committee). Appended is a schedule showing the disposal of the lands of the several reserves between Tiroitiromoana, near Hawera, and the White Cliffs, which shows that out of a total acreage of 151,564, granted to 3,237 grantees, 34,122 acres have been leased by the Public Trustee, 14,877 acres advertised but not leased, and that 102,565 acres remain in the hands of the Natives. This should dispose of the allegations made in the Native petitions that numbers of them "have been left landless." Further, the aggregate number of the grantees of the several reserves is no criterion that they are distinct individuals, as there are many instances of names being down on one or more grants, as well as superfluous names—in fact, if there were a strict census taken of the names on every grant, it would be found that out of a total of 5,289 grantees, two-fifths would be composed of persons who had, strictly speaking, no title whatever to be placed on any grant—see the following particulars respecting the position of the grants:—

When the West Coast Commissioner, Sir William Fox, requested the leading Natives of the several hapus for whose benefit reserves were to be set apart under section 4 of "The West Coast Settlement (North Island) Act, 1880," to send in lists of the several persons whom they considered were beneficially interested therein, these leading Natives, being under the impression that, as "The Native Land Act, 1873," section 24, provided "that reserves made under that Act should be equal to an aggregate of 50 acres per head for every Native man, woman, and child resident on the land to be reserved," they would get a larger block reserved for them than they were strictly entitled to if they would swell out the lists in question, hence they put down not only the names of those who were properly entitled to be on the lists, but, in addition, the names of others, some being distant relatives of the leading Natives, but not resident on the land to be reserved, and others friends who might be on a visit at their pas on the days such lists were being discussed and made out. This, as well as the names of several of these three classes already composing the lists of one hapu being also for the same reason put down on more than one of the lists of neighbouring hapus, had the effect of swelling out many of the lists in question much beyond the legitimate numbers that should have been placed on them, and will account for the aggregate number of grantees on almost every grant being so much greater than the actual aggregate population of the relative hapus for which such grants have been issued. It so happened, however, that the basis of calculation they expected would be adopted was not taken into account at all when the respective acreage of their reserves were decided on. This has led to a great deal of disgust amongst them—

* NOTE.—The rents of the sections alluded to have been since temporarily reduced, and at present they are subleased, it is understood, for a term of years at 10s. an acre, being the original upset rent placed on them by the writer.

selves at their makeweights coming in as equal sharers in the rents of the leased lands. Some of these outsiders draw their shares, but there are a good many of the shares of such persons lying unclaimed in the hands of the Public Trustee. When I held meetings of two hapus, the Umutahi and the Inuawai, at the Mawhitiwhiti and Hokorima Pas, Waingongoro, for the purpose of investigating the title of each name on the grants of these reserves, I came to the conclusion, after an exhaustive inquiry, that only three-fifths of the names on the respective grants of these hapus were strictly entitled to the benefits of the reserves—see following particulars of one—the Umutahi Grant, No. 3805, of which one of the principal chiefs, Te Karere Omahuru, appeared before the Committee on the 23rd July, and complained that sixty of his people had been left without land:—

Census taken by Reserves Trustee at Mawhitiwhiti Pa, 17th October, 1883:—Total number of names on grant, 79: Dead, Nos. 5, 39, 59, 69, 70—5; not known, Nos. 30, 60—2; twice down, Nos. 44, 76—1; represented at the meeting, (adults—9 males, 7 females; under age—2 boys, 9 girls), 27; Te Whiti-ites living at Mawhitiwhiti or near it who would not attend the meeting, 13; names protested against by those present as neither belonging to nor living with the hapu, most of whom are Te Whiti-ites living at Parihaka, 31.

Schedule.—West Coast Settlement Reserves.—Tirotiromoana to White Cliffs.—Disposal.

Number of Grants.	Number of Grantees.	Name of Reserve.	Hapu.	Total Area.	Leased by Public Trustee.	Advertised, but not leased.	In Hands of the Natives.
				Acreage.	Acreage.	Acreage.	Acreage.
3,780	132	Tirotiromoana ...	Ngatitupaia ...	3,257	2,698	...	559
3,779	133	" ...	Ahitahi ...	3,129	2,229	383	517
3,748	35	" ...	" ...	300	...	...	300
3,727	35	Stratford ...	" ...	705	705	...	...
3,805	81	Umutahi ...	" ...	2,103	1,300	100	703
3,800	79	Inuawai ...	" ...	2,160	844	...	1,316
3,804	57	Continuous reserve ...	Ngatimanuhiakia ...	3,582	2,303	...	1,279
3,799	76	" ...	Ngatitu ...	5,944	2,399	2,105	1,440
3,802	50	" ...	Ngatihaua ...	2,772	2,005	...	767
3,801	23	" ...	Ngatimanuhiakia ...	2,081	1,593	...	488
3,803	61	" ...	Ngatitamaahuroa...	1,706	...	975	731
3,631	1	" ...	" ...	1,148	1,013	...	135
3,629	1	" ...	" ...	352	...	...	352
3,585	1	" ...	" ...	1,834	...	...	1,834
3,668	64	" ...	Ngatitamaahuroa...	763	...	...	763
3,925	6	" ...	" ...	393	...	...	393
3,928	*21	" ...	" ...	144	...	...	144
3,987	*21	" ...	" ...	218	...	...	218
3,795	*21	" ...	" ...	219	...	...	219
3,796	*21	" ...	" ...	24	...	...	24
3,924	50	Opunake ...	Ngatimana ...	6,909	1,129	1,114	4,666
3,923	51	" ...	Ngaruahine ...	7,531	1,949	1,367	4,215
3,922	17	" ...	Waiotama ...	2,463	195	1,068	1,200
3,936	31	" ...	Ngatitamarongo ...	6,186	2,037	761	3,388
3,937	21	" ...	Ngatikahumate ...	7,223	1,243	207	5,773
3,938	68	" ...	Ngatitara ...	15,070	3,643	1,805	9,622
3,947	55	Parihaka ...	Ngatituhikirangi ...	2,259	...	...	2,259
3,948	147	" ...	Ngatihapoto ...	5,745	...	...	5,745
3,944	47	" ...	Waiotama ...	1,895	...	...	1,895
4,036	62	" ...	Ngatirangitumamao	2,505	...	...	2,505
3,946	67	" ...	Upokomutu ...	2,720	...	...	2,720
3,945	117	" ...	Ngatimoeahu ...	4,724	...	...	4,724
3,819	28	" ...	" ...	460	...	...	460
3,892	25	Stoney River ...	" ...	1,506	...	...	1,506
3,890	24	" ...	" ...	1,206	364	400	442
3,891	25	" ...	" ...	1,561	1,009	...	552
3,888	40	" ...	" ...	3,144	548	586	2,010
3,889	25	" ...	" ...	2,262	438	...	1,824
3,887	45	" ...	" ...	4,473	765	303	3,405
3,886	13	" ...	" ...	697	478	...	219
3,873	19	Patuha Ranges ...	" ...	1,430	...	...	1,430
3,874	11	" ...	" ...	1,300	...	...	1,300
3,875	43	" ...	" ...	5,800	...	...	5,800
4,092	15	Pukickie ...	" ...	360	...	...	360
5,282	9	Puketapu ...	" ...	567	...	...	567
5,283	9	Matatiore Reserve ...	" ...	127	...	...	127
5,284	9	" ...	" ...	158	...	...	158
...	4	" ...	Puketapu ...	214	...	...	214

* Same grantees in each.

Schedule.—West Coast Settlement Reserves.—Tirotiramoana to White Cliffs.—Disposal.—contd.

Number of Grants.	Number of Grantees.	Name of Reserve.	Hapu.	Total Area.	Leased by Public Trustee.	Advertised, but not leased.	In Hands of the Natives.
				Acreage.	Acreage.	Acreage.	Acreage.
5,871	43	Kaipakopako ...	...	578	...	...	578
3,869	23	Ngapuketuru ...	...	162	...	...	162
3,866	32	Kairau ...	...	156	...	...	156
3,884	47	Matarikoriko ...	...	597	...	...	597
3,870	24	Manutahi ...	...	204	...	...	204
3,885	30	Kairoa Reserve ...	...	493	...	...	493
3,867	33	Pakahu ...	...	235	...	...	235
4,021	24	Pukapapa Reserve ...	...	340	...	...	340
5,209	71	...	...	2,624	...	...	2,624
5,208	43	...	...	500	...	...	500
5,232	87	...	...	2,000	...	...	2,000
4,017	9	Tariki ...	...	196	...	...	196
4,018	9	Otikiwi ...	...	200	...	...	200
5,300	34	Kawau ...	...	1,000	...	...	1,000
5,303	14	Pukerata ...	...	280	...	...	280
5,251	35	...	Ngatimoeahu ...	1,713	612	445	656
5,250	45	...	Ngatirahiri ...	2,337	802	793	742
5,249	19	...	Ngatiikaporo ...	987	310	311	366
5,248	37	...	Ngatihine ...	1,921	448	873	600
5,298	28	...	Ngatimarongo ...	1,454	293	531	630
5,247	26	...	Ngatiwhiwhiwhiao ...	1,350	428	400	522
5,246	22	...	Ngatiwairaka ...	1,091	342	350	399
5,243	61	Ohauga ...	...	597	...	...	597
5,240	9	Kaipikari ...	...	150	...	...	150
5,239	17	...	...	500	...	...	500
5,289	7	Maungapoua ...	...	200	...	...	200
5,206	2	...	...	500	...	...	500
5,238	68	Chatham Islanders reserve ...	...	789	...	...	789
5,257	64	" "	...	195	...	...	195
5,236	Same	" "	...	394	...	...	394
5,299	50	...	Ngatitama ...	576	...	...	576
Sundry	310	...	...	3,916	...	...	3,916
	3,237			151,564	34,122	14,877	102,565

2901. *Hon. the Chairman.*] That statement refers to your action as Reserves Trustee?—The statement now read represents my action as Reserves Trustee, with the exception of the meeting at Patea. I was Reserves Trustee at that time. All my other action has been taken as West Coast Commissioner.

2902. When did you cease to act as Reserves Trustees?—On the 31st December, 1884. I was then succeeded by Mr. Rennell.

2903. *Mr. Stewart.*] With regard to these new leases that are now in dispute, do the Natives require to be consenting parties? What is the practice?—You mean the Trustee's leases. The only action with regard to the Natives I have carried out was, in the first instance, getting their consent to so much land being leased.

2904. They did not consent individually to each lease?—No; it would be impossible to get them to do so.

2905. Were you aware that they were opposed to these new leases being granted for thirty years; also, they were opposed to the renewal of the confirmed leases?—I do not know whether they were or not; I had nothing to do with it.

2906. *Mr. Parata.*] When the land was set aside—when the reserves were made—was there any difference made as to the land they would get between the loyal and the rebel Natives?—I consulted all the chiefs—Karere, Katene, Manaia, Titokowaru, Honi Pihama, Tautahi, Wiremu Kingi, Matakatea, Ruakere, and others—on the subject. There was no distinction made. Wherever they wanted a piece of land for any special reason it was cut out for them.

2907. *Mr. Peacock.*] With the full knowledge of Sir William Fox having refused to recognise the leases obtained between 1879 and 1881, you granted these leases?—I recommended most of these leases for confirmation by the Governor under the powers of the West Coast Reserves Act of 1884.

2908. *Hon. the Chairman.*] In doing so, were you satisfied that these people had not acted with a view to defeat the law?—I was more particular in every case than I would have been, on account of Sir William Fox's remarks.

2909. Were you satisfied that these people acted in ignorance of the law in dealing with them?—Yes. I went searchingly into the whole matter. I sought information wherever it was to be had.

2910. You were satisfied that it was a just and reasonable thing to recommend the confirmation of these leases?—Yes.

2911. Did you know that the regulations of 1883 and 1888 have been assailed?—I know it now.

2912. Had you anything to do with the preparation of those regulations?—I had, to a great extent, with those of 1883: the Law Officers of the Crown saw them properly drawn up.

2913. *Mr. Tripp.*] Do you know whether the first lessees were not pushed forward at the request of Sir Donald McLean?—I have understood so.

2914. Before the management was taken over by the Public Trustee, do you know whether arrangements were made for renewals?—I have often heard them spoken of. There were some actual renewals when some of the leases had run out. There were some—five, I think—renewals between 1879 and 1881.

2915. Under arrangements with the Natives?—Yes.

2916. *Mr. Levi.*] You were Reserves Trustee up to the 31st December, 1884?—Yes.

2917. Then you were Reserves Trustee on the 9th December, the date of your meeting with the lessees?—Yes.

2918. Do I understand that you attended that meeting in your capacity of Reserves Trustee, and in no other capacity?—No other capacity.

2919. Did you have any instructions from anybody to attend that meeting, or did you attend it of your own motion?—On my own responsibility.

2920. Were the statements and answers you made to questions intended to be explanations of the existing law on the subject, or anything more?—So far as I understood, they were explanations of the existing law.

2921. You referred to some regulations which it was proposed to issue?—Yes.

2922. Had any one informed you that such regulations would be issued?—No; but if I had continued to be Reserves Trustee I would have had regulations issued.

2923. Then it was purely your own action?—Yes.

2924. You had at that time heard of the Act of 1884?—Yes.

2925. You referred particularly at that meeting to sections 13 and 14?—Yes.

2926. You knew the provisions of these sections?—Yes; I thought I did.

2927. I would like to ask if you can give any explanation of your detailed statement as to how the valuations were to be made by the arbitrators—that is to say, on the value of the land, less improvements—notwithstanding section 13, which you purported to be explaining, provided that new rents should be determined on the improved value?—I made that statement advisedly with regard to the section.

2928. How advisedly?—I considered that regulations could be made to carry out what I had shadowed forth at that meeting.

2929. That rents could be made upon the unimproved value?—I did not say anything of the kind.

2930. On the value less improvements?—I did not say anything of the kind.

2931. Is it not in your statement that the rent would be calculated on the unimproved value, or value less improvements?—I do not know what is meant by “improved value of land.” If you can give me an exact interpretation of what is “improved” value of land, I will answer your question according to my lights. It is a term I have never heard exactly defined.

2932. Do you think it possible to make it consistent with your explanation?—The property is taken as it stands; the valuation of unexhausted improvements is then taken and deducted from the capital value.

2933. You think that is consistent with taking it on the improved value?—Yes, so far as I can understand. Give me some interpretation of what you mean by “improved value,” and I will tell you whether it is consistent or not. There is no definition of it in any of our statutes; it is a misnomer, it is a vague term, and should never have been put in any Act.

2934. Do you not see that the improved value must be the value of land as it is improved?—I have given you my answer.

2935. Then you consider your explanation quite consistent with the section as you understood it?—Yes, quite.

2936. You did not consider that you were making any promise of legislation?—I merely said what I considered would be the action taken under the circumstances.

2937. You did not consider you were making a promise as to future legislation?—I could not make any promise as regards future legislation.

2938. Do you know why you fixed 5 per cent.? Had you anything to influence you?—No. That was the rule laid down in the Land Act of 1882 in dealing with Government land.

2939. Did you know of any leases having been recently confirmed under the Acts of 1881 and 1884?—I think there has been only one or two in the course of a few years.

2940. Has there been any one in the last year?—Yes—one.

2941. During this year?—I am not sure whether it was this year or the last.

2942. Which one was that?—I cannot tell the name of the land. If you tell me the name of the lessee I can tell you.

2943. *Mr. Sinclair.*] As regards this lease confirmed this last year it does not appear to be in the list of leases which Sir William Fox did not recommend (21½ acres)?—I do not know whether it is in Sir William Fox’s list or not.

2944. It is not unless it is a different area, 23½ acres?—I do not know whether it is in his list or not. If it is a matter connected with my position as West Coast Commissioner I must decline to answer any question.

2945. Had you anything to do with leasing the Waihi Reserve?—No. I visited it, and went over it with the Chief Surveyor of Taranaki, but I issued no lease.

2946. You had to do with the letting of the Stoney River Block, I believe?—Yes.
2947. How many Natives came to the hotel to see you?—Twenty or thirty.
2948. Were there only six or seven?—There were twenty or thirty.
2949. Did the twenty or thirty agree?—The chiefs agreed.
2950. Are you certain?—Yes: I had an interpreter there who knew them all.
2951. Who was your interpreter?—Captain Wilson. Mr. Messenger, Government Interpreter at Parihaka, was also there.
2952. Is that Captain Wilson of the Waikato?—No; Captain Patricio Wilson, of the West Coast, who was all through the war.
2953. How many out of the twenty or thirty agreed?—No one made any objection; the head of each hapu there consented to let the land.
2954. Are you quite satisfied they were the heads of the hapus who consented?—Yes; I knew them to be so personally.
2955. Did Sir William Fox have anything to do with reducing rents?—No.
2956. *Hon. the Chairman.*] I wish, Mr. Mackay, to be very careful to distinguish "Trustee's leases" from "confirmed leases." First, as to Trustee's leases; we will come to the confirmed leases later on. Now, the lands shown in this schedule, which you have put in the column "Total Area," are lands set aside by the West Coast Commissioner?—Yes.
2957. For the benefit of the Natives?—Yes.
2958. Then, in the column, "Leased by Public Tender," there is a certain acreage: under what Act, and under what section of the Act, are these leases given?—They are leased under the 11th section of "The West Coast Settlement Reserves Act, 1881," and the regulations for issuing such leases.
2959. For February, 1882?—Yes.
2960. *Mr. Stewart.*] What leases?—Public Trustee's leases.
2961. Now, these leases were given by public tender?—Yes.
2962. Were any of these lands, where not occupied, under lease or tenancy?—If you consider a grazing tenancy from year to year, there were a number of such contracts spread over the reserves, but there was no leasehold tenancy, or any reservation of any portion of them to Europeans.
2963. What has happened with regard to these leases since the tenders were accepted and the leases granted?—There was nothing happened in my time except that the leases were extended from twenty-one years to thirty years.
2964. Your connection with it ended on the 31st December, 1884?—Yes.
2965. Under what authority were these leases extended from twenty-one to thirty years?—By Act of Parliament.
2966. Which one?—The first, I think, was the Act of 1883, now repealed—the 8th section of "The West Coast Settlement Reserves Act, 1883."
2967. What was the next thing?—That power in the Act of 1883 was extended to the Act of 1884 in the same words.
2968. It was practically re-enacted?—Practically re-enacted, for the Act of 1883 was repealed by the Act of 1884.
2969. Were any new regulations issued under that Act?—No.
2970. The leases were extended for a thirty years' lease under authority either of the Act of 1883 or 1884?—Yes.
2971. Were any rights given to the lessees of these leases under the Act of 1884 which they did not previously possess?—I do not think so.
2972. Does section 9 not give them an advantage they did not possess before?—Section 8 of the Act of 1883 was not considered comprehensive enough to embrace the twenty-one years' leases that had been issued before the Act of 1883 was passed. This clause 9 supplements clause 8 of the Act of 1884. [Clause read.] That clause was enacted in consequence of the twenty-one years lessees complaining that the lessees which came after them in 1883 got nine years additional.
2973. That was to put them all on the same level?—Yes.
2974. Did they all obtain leases for thirty years?—Yes.
2975. Was there any difference made in the improvement conditions, or the rights of the lessees in regard to improvements, between the original terms and the terms created by the Act of 1884?—I relinquished my position as Reserves Trustee at the end of 1884. I am not aware.
2976. You did not take any action under the Act of 1884?—No.
2977. *Mr. Stewart.*] Those terms that were extended: was there anything in the leases beyond the simple extension of the term?
- Mr. Wilson:* No.
2978. *Mr. Stewart.*] Are we to understand, Mr. Mackay, that subsequent to the 31st December, 1884, you are unable to give us any official information?—Yes.
2979. *Hon. the Chairman.*] We will now go to the "confirmed leases"?—I consider that the position I hold as West Coast Commissioner is a judicial one, and that no counsel here nor any person whom they represent has any right to question me on this subject. I am quite ready to answer any question the Committee may put to me; but all questions put to me by other persons except the Committee I must decline to answer.
2980. At the time of the meeting in Patea you were acting as Reserves Trustee?—Yes.
2981. You informed the lessees as to the nature of the arbitration and the character of the order of reference?—Yes.
2982. What did you intend to convey as to improvements—as to what the improvements should be?—I stated simply what is in the papers there relating to the valuation for the new lease.
2983. You stated that all improvements as defined by the regulations were to be taken off, and the remainder of the capital value was to carry rent at the rate of 5 per cent. on it?—Yes.

2984. What did you make the lessees understand as to the term "substantial improvements"?—The same as in the regulation of 1883.

2985. What does the term "reclamation" of land mean?—I consider that the reclamation of land means reclamation of swamps, draining, scrubbing, particularly in regard to swamp-lands.

2986. You are aware that the term "substantial improvements," unless included in the term "reclamation," is not included in sowing grass-seed?—I am not clear whether I meant that at the time or not.

2987. That is a matter of considerable importance, is it not?—I am not clear; but I think there are other questions and answers there that might help to elucidate the matter.

2988. What would you estimate the cost of laying down in grass. They could not lay the land down in grass because of the stumps?—They would sow a little cocksfoot all through it: it would not cost more than 10s. or 12s. an acre.

2989. Any rye-grass and clover?—No; they do not sow rye-grass.

2990. What do they sow?—Cocksfoot.

2991. What quantity?—I suppose they would sow 12lb. or 14lb. to the acre.

2992. What was your authority for holding out to these lessees the exceptions which you did, or giving them the information as to the basis of the arbitration which you did give them?—I received no authority from any one; I did it of my own accord.

2993. You were acting as the representative of the Public Trustee?—Yes, to a certain extent. I had certain duties devolving upon me as Reserves Trustee. My acts were never questioned by the Public Trustee or by Ministers.

2994. *Mr. Stewart.*] Did you look on your representations as having any binding effect?—I guarded myself to a certain extent. There was no shorthand-writer at the meeting, but it was taken down in longhand: it is substantially correct. I had never any idea that a report of the meeting would be published.

2995. If these representations had no binding effect, were they calculated to deceive the tenants into making improvements?—Very likely. No doubt I considered that, were I to continue in office, I would have endeavoured to carry out what I shadowed forth at the meeting.

2996. *Mr. Parata.*] Did it encourage the tenants to enter upon improvements?—It is quite possible it did.

2997. *Hon. the Chairman.*] Did you believe that the lessees were mainly or largely influenced by your remarks and statements at this meeting as to improvements on their lands which they would hold under this legislation?—I believe so.

2998. Are you aware of the evidence given by the Public Trustee before a Select Committee of the House of Representatives in 1887 upon the petition of Ngarangi?—I was only made aware of it lately.

2999. I will read it to you:—

"49. *Mr. Ballance.*] Has any promise been made, or is there any obligation that these leases shall be renewed at the expiration of the term?

"*The Chairman:* By the Trustee?

"*Mr. Ballance:* By any one?

"*Witness:* I think there is an implied promise. I should explain that, when the Act of 1884 passed, there was a provision in it that these confirmed leases should come under the Act and be renewed. I think, if the Act is referred to, you will find some such provision. In accordance with that Act, Mr. Thomas Mackay, who was then on the West Coast acting for the Trustee, held a meeting of these confirmed-lease holders. I believe it will be found that he made a promise to them that their leases, having come under the Act, would be renewed for thirty years at a rental to be determined by valuation.

"50. What power had Mr. Mackay to make that promise?—He was acting for the Public Trust Office: he was on the spot at the time.

"51. Was he acting for the Natives?—No; not for the Natives."

What is the meaning of this: that you held out a promise of a thirty years' lease?—I never mentioned "thirty years."

3000. Was not that provided by the statute?—I never mentioned the words.

3001. Or "extension to thirty years' lease:" was not that a matter that rested with you?—No.

3002. *Mr. Peacock.*] How did you understand your meeting with the lessees? Did they ask you to hold a meeting, or did you call them together?—They were coming to my office in ones or twos, asking me to explain the effect of the section to them. I said to them, if you wish me to give you my ideas on the subject, the better way would be to have a meeting of the lessees, which I will attend for the purpose.

3003. Then, that meeting was convened for the purpose of your giving explanations to the whole of the lessees, as you had been asked by one or two to give such explanations in your own office—namely, explanations upon a matter with which you were presumed to be conversant?—Yes.

3004. *Hon. the Chairman.*] Have you read this evidence given by the Public Trustee?—Yes, I have.

3005. I mean the evidence on Ngarangi's petition?—Yes.

3006. Do you know the meaning of his view here expressed in the words "that there was no objection to the land reverting to the Natives after the expiration of the lease"? Do you know whether he means to the Natives "free to lease," or reverting to the Natives "free to deal with as they please"—to be their own lands, in fact?—I really could not tell you.

3007. Do you agree with the view which the Public Trustee then apparently held, that it would be better the Natives should manage the lands themselves?—No.

3008. You have a large experience of Natives, and of Native affairs?—Yes.

3009. Will you state your general reason for thinking that it is desirable that the property of

this kind should remain in the hands of the Public Trustee, or some similar management?—I consider that the old state of affairs among the Natives would be reverted to: that the chiefs who assumed the direction—some of whom are not regarded as leading chiefs by the whole tribe—would receive the full rents from the tenants, and would retain most of the money themselves, giving the women and children nothing. They would perhaps give 5s. here and there, or £1. They carried on their affairs in that way with the old leases which are now confirmed, when I was up the Coast acting as Reserves Trustee. To revert to such a state of things as that would be a great injustice and injury to the whole of the grantees.

3010. Do you consider that the patriarchal method of dealing with these rents or funds is compatible with the present state and condition of the Natives?—Certainly not.

3011. You have arrived at that opinion from independent observation?—From independent observation.

3012. *Mr. Parata.*] You would not have that opinion where the land is not held in common?—Under the grants these lands are held in common.

3013. You would not split the Crown grant?—I can instance a good many cases where Natives have received separate Crown grants of specific areas, as in the case of Manaia. He has a grant of 400 or 500 acres.

3014. Do you not think he could manage for himself without any one managing for him?—I know that he was very glad to let me lease his land for him; but he is a Native in ten thousand. He is the only Native I ever met with on the West Coast that could be strictly called “prudent,” and had money in the bank.

3015. *Hon. Mr. Acland.*] Do you think he would be able to manage?—I think he would be; but, as I have said, he is a Native in ten thousand.

3016. *Hon. Captain Kenny.*] Do you think, because of the action of a section of the chiefs who might be supposed to know the interests of the hapus, that the Natives should not be trusted with the management of their lands?—I do not think they would distribute the money so impartially as the Public Trustee.

3017. What means has the Public Trustee of knowing who should receive the money?—He knows all the shares. They are all ascertained, and he pays according to the individual shares.

3018. *Mr. Peacock.*] Do you say that the principle which formerly obtained was one under which the Natives did not receive their fair proportion?—Yes. It is some of the chiefs, or some persons influencing them, who have instigated this movement. The body of the Natives take no part in it; but there are some Natives who, if they get hold of the money, the other Natives would get very little of it.

3019. *Mr. Stewart.*] What do you say to the allegation that a number of persons are entitled whose names are not in the Crown grant, and when they went to the Native Land Court they were refused relief on the grounds that it was a special concession?—That can be explained, I think, by a reference to the proceedings of the Native Land Court which sat at Hawera in February, 1887, at which a Native chief named Patohe appealed against “the partition of interests” in the Whareroa Reserve which had been made by the Reserves Trustee under section 15 of “The West Coast Settlement Reserves Act, 1884,” and in which judgment was given against the appellant. I shall try to get a report of the case to lay before the Committee.

3020. *Hon. Captain Kenny.*] Would the Trustee consider himself to ignore the rights of Natives if he distributed money to persons who, however much entitled, were not named in the grant?—Certainly not.

3021. *Mr. Rennell.*] But a Native chief could ignore the rights of other Natives?—I think the Committee could get much better information than I can give them on this subject from Mr. Rennell, the present Reserves Trustee. I have had nothing to do with payments to Natives. This question was not ripe enough for dealing with when I relinquished the office of Reserves Trustee.

3022. *Hon. the Chairman.*] Do you consider that, in the event of these reserves remaining under the management of the Public Trust Office—which, so far as I can understand, practically represents a land agent for the management of land—that, in respect of the collection and distribution of rents among the owners, you could devise a better working machinery than the Public Trust Office provides for the purpose?—If you give me some time perhaps I could formulate something.

3023. I think your opinion on the subject would be of value. What I want to find out is whether, in your judgment, the present system works well, or whether a better system could be devised?—It is a very important question—it is a question I would like to think over. I will think it out, and if the Committee wish it I will place before them my ideas on the subject.

3024. *Hon. Captain Kenny.*] When you were Reserves Trustee, did you have an opportunity of inquiring into the general condition of the Natives as regards lands to live on?—Yes.

3025. And what conclusion did you arrive at?—I arrived at the conclusion that there was sufficient land left for their maintenance after leasing the blocks now under lease, and that there is ample land in the reserves for the whole body of Natives—more than ample.

3026. So that the rents they get would be actually more than is required by them?—Certainly.

Statement of W. Rennell, Reserves Trustee. Read by the Hon. the Chairman.

My statement will be in reference to the charges against the management of the Public Trustee, and in reference to the changes proposed by the Native petitioners so far as I have heard them. The charges are that the Public Trustee has let too much land, and has not left the Natives sufficient for their support; that rents are not promptly collected. There are, as the Committee is aware, two classes of leases—those direct from the Public Trustee, numbering 231 leases; and confirmed leases, numbering about 53 leases. No Natives are without land through

the leases given by the Public Trustee, as large and sufficient areas were reserved of the best part of each grant for use of owners. Taking the land now unsurveyed into consideration, there are, I believe, some thousands of acres more than could be let with advantage to both races without disturbing the necessary reserves now existing for support of Natives.

In the matter of the confirmed leases, the Natives themselves, or rather a few of them, let the land, and let a much larger proportion of the land than would have been let had the Public Trustee been lessor: but even here I doubt if there is an insufficiency if the Natives would use it, as in the Whareroa Reserve, where least remains unlet, the head men have let out the unleased parts at times to Europeans for grazing, much to the annoyance of some of the grantees, who got no part of the proceeds.

Unpaid Rents.—In cases of Public Trustee leases, all rents have been practically paid to the 30th June, 1890, except one case where I did not sue the lessee, as the amount to be distributed would only amount to 7s. 6d. a grantee. This rent will be sued for, if unpaid, on the 1st October next, with interest.

Confirmed Leases.—I put in a list of these leaseholders, showing rent in arrear to the 30th June last, and it will be seen that wherever they are unpaid there is a legal reason; and a number of the cases will require to be settled by a Court of law. In the case of McGregor, No. 9, Tumahuki denied he signed a receipt for £109 5s.; but I produce copy and have original receipt either in my safe at New Plymouth or with our solicitor at Hawera. This receipt is signed by Tumahuki and three others, and because the Public Trustee would not recognise the payment of this money by lessee after he had been warned by me not to pay, as the four Natives had no sole right to the money, when eighty-nine grantees were interested in it, is one cause why lessee would not pay up. Another complaint made by Ngarangi was that large rents are in arrears, specially mentioning W. Symes and G. Newland. The former owes nothing; and the latter's contention is that he only owes rent under award, whereas the Public Trustee holds that under Suspension Act he owes rent under confirmed lease, and this case is one before the law Court. Since 1887 I always took written statements, which I produce, of what each confirmed-lease holder owed, attached to my pay-lists, when I visited the Natives, and explained that any rent paid under award was good and binding if paid before passing of Suspension Act. The Natives could not see this, and I specially sent a copy of how rent in one case stood to Ngarangi, and asked him to send it to Mr. Levi. Ngarangi thinks that all rent should have been paid in full under confirmed lease; hence his refusal to accept any rent under award. With regard to a complaint made specially against me that I did not define interests fairly, I have to state that when the West Coast Commission sat to arrange lists for grants only a few representative Natives in each case came forward. So with my predecessor Mr. Mackay; so with my definitions; so now with the Native Land Court. I arranged with those representatives, and finished lists in presence of an Assessor at final meetings held with the representatives. I never pretended that I got all, or even a majority, of the grantees together, although I warned them all so far as I could. I had a difficulty at Hawera, as a combination was formed to defeat the law, as was proved by evidence taken before Judge Wilson, and alluded to in his judgment in 1887, copy of which I produced to Native Affairs Committee of 1889; but even these, of twenty-nine cases in Hamua, Hapotiki, Whareroa Reserve, where this complaint comes from, twenty-three followed my lists, and six were altered. In every case of fancied hardship, an appeal to the Land Court for partition will settle the matter, as the Public Trustee pays rent on land as partitioner as soon as partition is surveyed. About one-third of all the area I defined has been partitioned since by the Native Land Court without any material alteration. This alone shows that I did it in accordance with Native wishes, and fairly; and I further refer to Mr. Fisher's evidence that, if land is hereafter partitioned by a Native Land Court in his district, he believes the Natives will go by my lists. A block of 2,500 acres was partitioned at Opunake by Judge Puckey not three months ago exactly as I defined interests among seventeen grantees in 1885, and I am positive all north of Opunake will be generally partitioned on my basis.

Re proposals of Native petitioners, of which I have heard only a bare outline, but understand committees of three in each grant to manage is proposed, I have, to remark that this means between fifty and sixty committees, the election of which will be very expensive to begin with, and, as Native mortality is notoriously very considerable, fresh elections will be constantly required. Each committee must employ and pay some one to collect for them, as they could not give receipts, &c.; and great difficulty will exist in collection unless the law is very clear, as it will be much more to the advantage of a lessee to allow himself to be sued and compel suitor to show his right to sue than for the lessee to pay his rent to a doubtful committee or agent. Then some committees will have to collect half-yearly over twenty rents, from 15s. 6d. upwards. Do the committees propose to divide each sum as they get it, or do they propose to do as the Public Trustee does, divide half-yearly? If the latter, what security can there possibly be that the committee will safely keep the money for division-day? Is not the presumption rather that they will spend and waste it long before the time? The lessees will, I am sure, object to the establishment of committees instead of the Public Trustee for many reasons. Supposing a transfer is required, the lessee must procure the written consent of three Native committeemen, at an expense for interpreter, and most likely at three different times; but this opens up so large a field for expense that I will go no further. No mortgage can safely be made. I fear also that the committees will do all they can to get back the leaseholds, as some of the Natives are casting longing eyes on the improved lands.

Payments.—Referring to distribution of rents, as a sample of what may be expected of a Native committee, I cite Tumahuki and his three companions using £109 5s. which belonged to eighty-nine grantees. In another case £1,000 was advanced to nine Natives by a lessee, and no rent was paid till accrued rent met amount advanced. In another case a lessee advanced twelve and a half years' rent to ten Natives, and no rent is payable in this case till 1898. In both these latter cases there are 183 grantees and successors to grantees.

The result of committees distributing would be that the three committeemen, their immediate friends and relatives, would get all, and the majority nothing, and more discontent among the grantees would ensue than exists at present. I am certain that the distribution by committees would not give satisfaction, knowing, as I do, the uncurrent, and that the grantees are scattered all over New Zealand. What the Native witnesses want is to get the rents into their hands as they used to do, and they are opposed to each grantee getting his share, as thereby their influence is much diminished; and such a system as they propose would, to a certain degree, bring about the state of things that existed before the West Coast Commission sat, and which it recommended should be put a stop to. I believe that no Native on the Coast would trust to the extent of a shilling some of the Native witnesses who gave evidence, and by inference hope to become committeemen.

TUESDAY, 5TH AUGUST.

MAJOR KEMP (KEPA) examined.

3027. *Mr. Sinclair.*] Your name?—Meiha Kepa Terangiwinui.
3028. You were appointed an arbitrator on the subject of those leases now under inquiry?—I was.
3029. What tribe do you belong to?—Whanganui.
3030. Do you belong to a tribe interested in the West Coast reserves?—Yes.
3031. Which?—I am also related to Ngarauru, one of the tribes interested in land on the West Coast.
3032. That is one of the largest tribes between Waitara and Hawera?—Yes.
3033. Are you the head man of that tribe?—According to some of our customs, I am a leader of that tribe, not perhaps at the present time, but from the time of ancestors.
3034. Did you take a leading part at the time of the troubles in connection with the reserves—at the time of the war?—Of course; I took the Government side and fought against my own tribe, and that tribe against me.
3035. Did the Government promise you that your people and lands should be protected?—Yes.
3036. Was it understood that your people's land was granted then as reserves or as their own?—I understood that the Government were to reserve these lands for us and the Natives. I did not understand the arrangements about the Crown grants.
3037. Have you seen the Crown grants?—I have not.
3038. But you know they have been issued?—I have heard that in consequence of the Commission held by Sir William Fox and Sir Dillon Bell that the Crown grants were issued.
3039. Did you sit as an arbitrator in connection with these West Coast reserves?—I did.
3040. Who sent you there? Did the Natives ask for you, or did the Government send you?—It was the Government who sent me.
3041. Did you make an award in any case?—The first land I sat on as arbitrator was Te Ruaotemoko.
3042. Did you give an award in that case?—I did not agree to the award. The reason I did not agree with the award was that, having gone over the land and made an inspection of it, it was proposed by the other arbitrator to class some of it as bad land, even where there were but slight hollows or slight inequalities. This land had all been improved. Some of it was in grass before the lessee obtained it. Other portions which the lessee had improved he said was but second class or inferior land.
3043. Did you consider that this was not inferior land?—I considered that it was good land.
3044. How does this particular land class in comparison with other lands in the district?—This land was even better than some others: it is very good land. Had it been owned by Europeans no one would have said it was indifferent land. I only wish that the gentlemen in this room could go and see the land for themselves. I would point out to the Committee those small hollows and inequalities which they wanted to class as bad land.
3045. Is it not considered the best land in the district?—It is very fat land indeed; but the lessee has left some of it forest—he has not cleared it all.
3046. Do you know the rent that was fixed by the arbitrators' Court?—I could not agree with my co-arbitrator after that time; then some other sum was fixed. After this disagreement between us we went to see Mr. Barton, the lawyer, at Hawera.
3047. Was that to record the fact of the disagreement?—Mr. Barton read out the award to which he wished me to sign my name, but I would not consent. I said it was unfair work, and I would not consent to it.
3048. If you had fixed the rent, what rent would you have fixed?—I think that £200 would have been little enough; seeing that the land contained 500 acres, it ought at least, I think, to command that amount.
3049. *Mr. Bell.*] What do you think a fair rent for that land?—If it was Government land or European land they would ask £1 an acre for it, but, being Maori land, they would perhaps say it was worth only 5s. or 6s., or perhaps 2s. 6d., an acre.
3050. *Mr. Sinclair.*] Do you know a piece of land at Waokena?—Yes.
3051. Do you know that £1 an acre has been offered for that?—I have not heard so.
3052. Which is the better land of the two, Waokena or Ruaotemoko?—Ruaotemoko is the best block.
3053. Was there any objection made by you to anything else?—Yes; the proposal to make the lease for thirty years—I objected to that.

3054. Was there any objection as to improvements?—At the expiry of the lease the Maoris were to pay £5 an acre for improvements.

3055. You mean, not exceeding £5 an acre?—I suppose it would come to about £500 for every 100 acres which the Maoris would have to pay. The Committee is not to think that this is a wild idea of my own. I was informed of this by a solicitor, who told me that this was according to the Act. I told that solicitor that it was simply robbery of the land. I would not sign the lease. Of course, if I had seen European lands or Crown lands dealt with in this manner, it would be different; but it appeared to me that only Native lands were treated in this way. I think this was simply an arrangement by which the lands could be retained for the benefit of the people living about the townships. Mr. Barton told me that Parliament had passed the law. But I said that this law was passed at the instigation of Europeans interested in these reserves, and the Government were asked to give effect to it: hence these awards. I said that I could not act any further as arbitrator. I resigned my position.

3056. Did you only resign in one instance?—No, there was another. I made an award with regard to it on the block.

3057. *Hon. the Chairman.*] That is 36?—A part of it was inferior land and required a good deal of fencing; and another part was hilly; and another part was a sand-drift. It would not have been suitable for the Natives.

3058. *Mr. Sinclair.*] Do you know anything of these Bills being brought in by Parliament? Did you see these Bills before they were passed?—I did not; the Native members perhaps knew about it.

3059. Were any of your people informed of what was going on in Parliament?—They never knew of this being done.

3060. If your people had heard of it, would you have heard of it?—Yes.

3061. Do you consider the Natives capable of managing these reserves themselves?—I will not reply to that question, for some Natives are lazy and indolent, others are the reverse.

3062. *Mr. Levi.*] When you disagreed with the other arbitrators about the valuation of Ruatumoko, did you fix a rent yourself which you considered fair?—I did not mention what sum I thought fair because I saw the whole proceedings were bad.

3063. Did the other arbitrator mention to you the rental which he considered fair?—Yes.

3064. Do you remember what the sum was?—I cannot remember, but if you will refer to the award you will see the sum he fixed.

3065. Was it the umpire who fixed it?—I did not agree to the umpire sitting with us, for I knew he would support the award made by the other arbitrator.

3066. When the award was read by Mr. Barton, was the rent fixed by the other arbitrator put in?—I do not remember whether the rent was mentioned, but I do remember certain conditions in the lease that I objected to—that is, with regard to the length of the lease and the improvements.

3067. What was the reason of your drawing up a petition and the arbitrator refusing to go on with any other arbitration?—I resigned my office because I saw that the proceedings were bad—that they were injurious to the Maoris. It was an attempt to undervalue the land which had been valued by the Maoris before the Europeans had them. Had the lands been Crown land the rents instead of being reduced would have been augmented. It would never have been dealt with in the manner these Native lands were dealt with.

3068. Was it of your own reason that you refused to act as arbitrator?—Yes; I saw that a wrong would result to the Natives.

3069. Which of these two arbitrations did you sit on first?—Ruatumoko was the first. I could not agree to the terms of the Ruatumoko lease; but I agreed to the terms of the other one, for there was a good deal of sand on it.

3070. How long was it after you agreed to the second one that you drew up the petition which you signed?—Immediately after; I came right back to Wellington.

3071. *Mr. Wilson.*] Did you receive any money from the Public Trustee as rent from West Coast land?—No, but my relatives did.

3072. *Mr. Bell.*] You had been at war with the people on the Coast during the time of Titokowaru's war?—Yes, and before Titokowaru's war also.

3073. Did not the Natives object to you being an arbitrator, and say that, as you had fought against them, therefore you were not fit to be an arbitrator for them?—I do not believe that was the general opinion of the Natives; but one person, who had probably been instigated by Europeans, did stand up and say, "It was you who killed the land and the people." I replied to that person saying, "If this is your own idea, very good; but if you have been instigated to make this objection, I do not approve of it."

3074. Was not that the reason, or one of the reasons, why you did not proceed with the arbitration?—No.

3075. Have you not since said it was the reason?—It was not the reason. I was prepared to go right on with the work; but I saw it was bad work. I saw there was no justice in the proceedings—that it was bad work. The emolument for myself and the other arbitrator was very liberal. I had no objection to make on that score.

3076. But was it not the main reason for your not going on with the arbitration that the Natives objected to you being arbitrator? have you not since said so?—No; I have never made such a statement. If I had any straightforward work placed in my hand to do with respect to these reserves I would not hesitate to go through with it to-morrow.

3077. *Mr. Sinclair.*] Last session it was stated in the House that you resigned your position as arbitrator on account of ill-health: had that anything to do with it?—That was not the reason at all: the person who acted as interpreter at the Arbitration Court could bear me out. I was not taken ill until afterwards—until after I returned. If you doubt my word just refer to the interpreter.

3078. *Hon. the Chairman.*] About this land of Caverhill's, Whareroa: how long have you known it?—Of course I had been all over the land formerly; then I went all over it when the Arbitration Court was sitting.

3079. Did you ever live near it?—Yes; I had a fort or barracks on it during the war.

3080. I mean have you lived there since the land itself has been occupied by Europeans?—No.

3081. *Mr. Peacock.*] Was it not explained to you that the umpire—that is, the third person engaged—was appointed to settle any difference between yourself and the other arbitrator?—I understood that the umpire was appointed for the purpose of establishing or confirming the award.

3082. Did you understand that the umpire was to decide when the two arbitrators could not agree?—No; I understood that the matter was to be fixed by us, the arbitrators, and that in the event of any dispute between us we were to agree mutually, the third person having to judge between us.

3083. Do I understand you to say that you objected to Natives having to pay for improvements at the end of the lease?—I objected because I knew that the Maoris would never be able to redeem the improvements; this law was only good for the Europeans of the district.

3084. Was it in regard to that you said the Natives were being treated in a different way from the white people?—Yes.

3085. Were you not aware that the white people are similarly treated under the Land Act of 1882?—I would like to know whether that law deals with the private property of individuals?

3086. No, with Crown lands?—No; I never heard so, I never heard that the Crown lands were dealt with in this manner.

3087. If you had known that, you would not have thought as you did?—I would like to ask this: If the Maori lands on the West Coast are to be treated in this manner, why should not the same law be applied to European lands?

Hon. the Chairman: I presume what the witness means is that these lands are private property.

Mr. GEORGE FRANCIS ROBINSON, Crown Lands Ranger, Taranaki, examined.

3088. *Hon. the Chairman.*] You are Crown Lands Ranger for Taranaki?—Yes.

3089. To what places does your district extend?—To the whole Provincial District of Taranaki.

3090. Have you been connected in any way with what are known as the Public Trust reserves?—Yes; I was requested to revalue a number of sections.

3091. For the Public Trust leases?—Yes; these are my instructions [instructions put in].

3092. Did you get any instructions outside of these?—No; the remaining applications were handed to me by Mr. Rennell.

3093. Have you answered these questions contained here in the instructions?—Yes; I have here copies of my reports.

3094. How many applications for reduction of rent have you reported on?—Two hundred and seventeen.

3095. Does that comprise the whole of the leases that are in existence?—No, I think there are 231 altogether.

3096. *Mr. Stewart.*] Did you deliver a separate report for each?—Yes; I first furnished a general report setting out the basis of the valuation; I then made a separate report on each.

3097. *Hon. the Chairman.*] Will you give me one of these reports, to show the method you followed in making your valuation, and the form of your report?—Yes; any one of these reports will show you. [Report read.]

“ 36/88A.

“ New Plymouth, 15th March, 1888.

“ *Re* memo. from Public Trust Office; 2nd February, 1888; Section No. 63, Block I., Hawera District; F. Finlayson: All in grass, but a small block of bush about 14 acres. None cultivated, but fern burned, tutu grubbed, and grass-seed surface-sown. Land fenced with good furze fences, excepting along Waingongoro Stream. Fair section, but lies to prevailing wind, and is cut up with small gullies. Value of improvements, about £82 10s. Fair annual rental, unimproved, 5s. per acre.

“ G. F. ROBINSON, C.L.R.

“ R. C. Hamerton, Esq., Public Trustee, Wellington.”

3098. You have given the value of unimproved land in all cases—that [pointing to the value on the report] is the unimproved value?—Yes.

3099. You went on the place in each case to look at it?—I examined it carefully. I stated in my general report the whole of my reasons for arriving at my valuations; the letter which is in my letter-book [produced] is a complete explanation. I also could explain verbally.

3100. What did you do?—I saw the lessee when he was living on the place. I went over the whole of the land with him; and, in accordance with my knowledge of lands previously acquired, having been a farmer for many years, and being valuer for the Crown Lands Board, I took notes as to its position—as to its being near or far from other improved lands, and from a market; also as to what could be produced from it if used for agriculture, sheep, or stock-raising. But I may say I was very much influenced by one item of my instructions: I treated the land as if it was land to be offered by the Government—that is, as if it was Crown land. I knew the value which would be placed on such land by the Land Board. That was a guide to me in making my valuation; although in my report to the Public Trustee I stated “I felt hampered by one of the instructions given—viz., to state what would be a fair annual rent for the land as if the same were to be offered by lease by the Government—as I thought that in some cases the Land Board was pricing the land somewhat too high.”

3101. Did you not take the farm as it stood when you went on to the land, and then, to the best of your judgment and experience, set down what, in your opinion, you considered was the value? if so, how was that affected by the instructions contained here?—Had it not been for that instruction I would have priced some of the lands lower—that is, I would have valued some of the leases at a lower amount; not all, but some of the back bush-lands.

3102. Then how did you go on from that? did you take some of it as being wild and put a value on that, and then arrive at the value with improvements?—I deducted the value of improvements from that which I conceived to be the selling-value of the land in its improved state.

3103. Did you follow that rule in all cases?—I did not report on any one until I had inspected 120 or 130; then I went on one basis, explained in my general report, for the whole.

3104. What did you value as improvements?—Cultivation of any kind, even surface-sowing of grass, ploughing, grassing, bush-felling, fencing, buildings; there was little or no draining.

3105. *Hon. Captain Kenny.*] You spoke of the selling-value: how did you get at the selling-value?—From sales and leases that had already been effected in the district.

3106. You are aware that there are great changes in market-values: did you take the average of years?—Yes.

3107. Did you take into consideration your experience of the vicissitudes of the market?—Yes.

3108. You were not guided by the Crown Lands prices or sales, which you knew were sometimes fallacious and misleading?—I took them into consideration, but I was guided more by what I knew could be produced from the land.

3109. You say you had been a farmer before this?—Yes, for fourteen years.

3110. With regard to improvements, how did you get at the value?—By present values; not by the cost to the lessee, but by what they could be put on the land for at the time of valuing. I was well acquainted with contract values of all kinds.

3111. You took some evidence from the lessees?—Yes.

3112. As to what they cost them?—Yes.

3113. But you were not guided by that entirely?—No, not by that.

3114. You took into your valuation the position of the section?—Yes; its proximity to a market, but more especially the quality of the soil, for in the Taranaki District it varies very much.

3115. It has been stated that some leaseholders have no road, so that even where lands could be cultivated it would not pay to cultivate them?—There are a few in the Waihi district, Waitara, which have no roads.

3116. *Mr. Stewart.*] Take this lease (416) of Finlayson's, No. 5, Section 63, Block I, Hawera, 94 acres—improvements, £82 10s.; value of land, £470: these were valuations to see whether rent should be reduced?—Yes.

3117. *Hon. the Chairman.*] Following applications for relief?—Yes.

3118. I want to get at the reduction in value. Here the original rent is £49 7s.: you assess the rent in 1888 at £23 10s.: is that a fair specimen of the reduction in value, say, between 1883 and 1888?—No, sir; some would be more, some less.

3119. May this be taken as a sample of the reduction in the value of property?—I do not think you can take the price they offer to pay in tendering for their leases as a guide at all—many persons are misled in tendering.

3120. *Hon. Mr. Acland.*] In valuing improvements, you did not consider what it cost the tenant to put them on the land?—No.

3121. So that in the case of surface-sowing the land would be considerably increased in value without much labour?—Yes.

3122. *Mr. Wilson.*] Are you aware why your services were called into requisition?—Because I was considered an expert.

3123. You saw the whole of the Trust Office records in each case?—Yes.

3124. Your work was grounded on complaints from the lessees?—Yes.

3125. Applications for relief?—Yes.

3126. Did you consider these applications were justified by the state of the tenants or by the state of the district?—They were paying excessive rents, decidedly.

3127. Some were as high as 15s. an acre?—More. I think some were paying £1.

3128. These were exceptions to the rule?—Yes.

3129. Could they, in your opinion, have carried on without a resort to bankruptcy?—No; in some cases certainly not.

3130. You would know that of your own knowledge?—Yes.

3131. Have you any idea whether the circumstances would be improved, say, at the end of five years?—In some cases the rent might bear some increase, but I do not think the majority of the tenants could pay the rents they had at first agreed to.

3132. Your report was not taken alone, but Mr. Rennell was to make one?—I believe Mr. Rennell's was attached to mine; at all events, I understood that Mr. Rennell was to send in one.

Mr. Wilson: The regulations under the Act of 1888 act on confirmed leases alone, and the regulations under year of 1887 act on confirmed leases alone; but both regulations are made under the Act of 1881.

Hon. the Chairman: You are again on the confirmed leases. I was very anxious to keep the Trustee's leases distinct from the confirmed leases.

3133. *Mr. Sinclair.*] Do you know Hendy's land, and what his rent was reduced to?—Yes; 5s. 6d. an acre.

3134. Do you know what the original rent was?—Fifteen shillings and sixpence an acre.

3135. Do you know that he sublet his farm?—Yes.

3136. For how much?—Ten shillings an acre; but the difference is capable of an easy explanation.

3137. What is the value of his improvements?—They were valued by me at £790. He had to

borrow money to make the improvements, on the security of his freehold farm a little lower down. He was paying for that money 10 per cent., but, reckoning the value of improvements at 8 per cent., it comes to 4s. per acre per annum, which, added to the 5s. 6d. per acre of unimproved rental, gives 9s. 6d. per acre; besides which there was the loss on the excessive rent he had previously paid. That is the only one of my valuations to which exception has been taken. I would have put a rent of 6s. on it, but that there was no available water on the farm.

“70/88A.

“New Plymouth, 24th March, 1888.

“Re memo. from Public Trust Office, 2nd February, 1888; Sections Nos. 142, 144, 145, Block IV., Waimate; R. O. Hendy: About 102 acres cultivated and laid down with mixed grasses. Balance of 214 acres cleared of fern and tutu, and surface sown with grasses. Land divided into eleven paddocks, with the best furzes in the district. Over 320 chains of bank and furze fences, and 98 chains of posts and wires. Sheep-dip, arsenic foot-trough, heavy stock-yard, sheds, small house, &c. Good land, but has no water on it, excepting in swamp next to Section 143. Value of improvements, about £790. Fair annual rental, unimproved, 5s. 6d. per acre.

“R. C. Hamerton, Esq., Public Trustee, Wellington.”

“G. F. ROBINSON, C.L.R.

3138. *Hon. the Chairman.*] Had you any connection with the confirmed leases?—I have never had any connection with the confirmed leases.

PARATENE NIKOREMA examined.

3139. *Mr. Sinclair.*] Where do you reside?—Waihi.

3140. What hapu do you belong to?—Ngatirawhirui.

3141. What reserves are you in?—Turangi and Waihi.

3142. Is any of your land leased?—Yes, portion of it is leased to a European.

3143. Who leased it?—Mr. Rennell.

3144. Is there much or little of this reserve leased?—The bulk of it—that is, the larger portion is leased.

3145. Did Mr. Rennell call you all together to arrange as to what portion should be leased?—No.

3146. Did you attend any meeting at which Mr. Rennell explained to you what was to be leased and what portion was to be retained by you?—I was present at a meeting with Mr. Rennell.

3147. Did the people at that meeting consent, or did any of them consent?—Not one agreed.

3148. Were they told that the law provided that the Public Trustee should lease the land?—Yes, we were told that, but we did not agree to it.

3149. Were you told that he might lease the land whether they—the Natives—consented or not?—Yes.

3150. Are you quite certain that none of them consented?—None of them agreed to it.

3151. What part did you take in the war that took place on the Coast?—I took the part of the Queen.

3152. Who did you serve under?—Mr. Parris.

3153. Who else?—Under Captain Good.

3154. Did the whole of your hapu serve under them?—Yes.

3155. Did the Government ever make a promise to you and the other Natives in connection with their loyalty?—Yes.

3156. Who made the promise—was it Sir George Grey or Mr. McLean, afterwards Sir Donald McLean?—The first was Governor Gore Brown; then Mr. McLean.

3157. And who afterwards?—Sir George Grey.

3158. Is it the wish of the whole of your people that they should retain control of their land?—Yes.

3159. Is that one of the reasons for sending you down here?—Yes.

3160. Do they believe that they are quite capable of managing the land themselves?—Yes.

3161. Do they think they could lease them?—Yes; there would be no trouble at all about it.

3162. *Mr. Rennell.*] Do you mean to say that I have not consulted you on all matters as the head of your particular hapu?—You did come and consult me, but I could never agree without the consent of my people.

3163. You have referred to a meeting where the question of leasing was discussed: did I not hold a second meeting at Te Kuiti?—Yes.

3164. Was it a general meeting, at which Ngatirawhiri were represented?—Yes, there was a number of the Ngatirawhiri present, but we did not agree to lease the land.

3165. But after the leasing, did we not hold a second meeting at Te Kuiti?—Yes; but we did not agree.

3166. When we met to define the interests on the block?—I did not know what your award would be; but the Maoris did not agree to it.

3167. Do you mean that they did not agree to my definition of the interests?—Some did not agree.

3168. Were the majority in favour of it?—Very few people agreed.

3169. Can you read and write?—I cannot read or write.

3170. How then can you manage to do all this business in regard to land?—There are many of my tribe who can read and write. It would be for the Court to say what should be done with the land.

3171. *Mr. Mackay.*] How many grantees are there in Ngatirawhiri—in the block of which you are chief?—I cannot remember, but no doubt Mr. Rennell could give you the information.

3172. Can you say within two or three?—I believe there are, in the block in which I am interested, forty-six or more.

3173. What is the total area?—I do not know the area.
 3174. There are 2,337 acres in it?—Yes, probably that is the area.
 3175. Do you know how many acres are leased?—I do not know.
 3176. Would you think there are only 800 acres?—I should say there are more.
 3177. But that is the fact; there are only 800 acres leased: that leaves 1,500 acres in the hands of the Natives?—Yes; but some of it is only bush. It is not enough for our maintenance.
 3178. Were there not compensation-grants made to the Natives between Waitara and the White Cliffs—that is, rewards for their loyalty?—Awards were made; Government did give land to certain people that they approved of.
 3179. How many thousand acres?—I do not know.
 3180. *Mr. Rennell.*] Did you not receive land in addition to your pay for military service?
 3181. *Hon. Captain Kenny.*] With reference to land given to the Natives on account of promises and engagements, what quantity of it is available, for you said a great deal of it was bush, and not enough to maintain you?—Do you mean as to quantity or quality?
 3182. Both. I believe there are some 400 acres for our occupation; some of it is good, other parts are bad.
 3183. Is it sufficient for your maintenance?—Yes, it is sufficient for us to live on.

Mr. RENNELL examined.

3184. *Hon. the Chairman.*] What is your official position?—I am West Coast Settlement Reserves Trustee.
 3185. Acting under the instructions of the Public Trustee?—Yes.
 3186. When did you take office?—The 1st of January, 1885.
 3187. That was immediately on Mr. Mackay vacating the office?—Yes.
 3188. Did you act in regard to the Public Trustee's leases?—Yes.
 3189. Also in regard to the confirmed leases?—Yes; but I had nothing to do with the arbitration.
 3190. First, as regards the Public Trustee's leases, what has been your function with regard to them?—The collection of rent and its distribution.
 3191. Among the Native owners?—Yes; and the inspection of the leaseholds from time to time to see that improvements were carried out according to the lease, and generally as to management.
 3192. Had any or all the extensions from twenty-one years to thirty years been made before you took office?—I think not.
 3193. Were these extensions made—all of them, or any of them—on your recommendation?—I hardly think so, but I can hardly answer the question at present. I think it was in virtue of an Act. They are not all extended, but most of the twenty-one years' leases have been extended.
 3194. Do you know how many of them are not extended?—Only a few. I may explain why some are not: At the time rents were so high that lessees thought they were not worth extending, and were very much inclined to throw them up.
 3195. Was the resolution of the Board under the regulations of 1887 for the reduction of rents in these cases made on your recommendation?—No.
 3196. *Mr. Stewart.*] Power was given under the Act of 1887 to allow the Public Trustee twelve months within which to collect rents: what was the object of giving him such a license?—As I have informed the Chairman, I had no hand in framing the regulations—I merely acted under them.
 3197. *Hon. Captain Kenny.*] What were the circumstances under which this extension of power was given to the Public Trustee to extend the lease from the usual term of twenty-one years to the unusual term of thirty years?—I had nothing to do with that; it was by Act.
 3198. Are you aware of any circumstances which could have led to this apparent indulgence being extended to the tenant—an indulgence which you say was not availed of in some cases on account of the high rents?—I am not aware. I think it is one of the Acts which names thirty years.
 3199. What is your exact position? are you an officer of the Public Trust Office?—My title is West Coast Settlement Reserves Trustee, acting under the Public Trustee.
 3200. From whom did you get your appointment?—From the Governor.
 3201. You are not allowed a discretionary power, but are wholly under the control of the Public Trustee?—In some particulars I am, in some I am not.
 3202. *Mr. Wilson.*] When you took office you found a great number of leases already granted?—Yes.
 3203. Since then have all the lessees held on to their holdings?—No; I could hardly say the exact number. Some have surrendered their leases; some leaseholds we have taken possession of for non-payment of rent. In only two cases have the surrenders been accepted, I believe.
 3204. Have these lands been relet in every case?—No.
 3205. For what reason?—The Natives wished to keep some portions of the old leaseholds. The former rents were very high; they have never been revalued, and were not relet at the wish of the Natives.
 3206. How do you know that?—By personal conversation with them.
 3207. Have you reported such cases?—Some I have; some possibly I have not. I could not answer positively.
 3208. Have you received any information as to what is to be done when the Natives have asked that the properties shall not be relet?—I believe there is a legal question involved in regard to these lands.
 3209. Do I understand that the Public Trustee has not power to give these lands back to the Natives—the lands comprised in the surrendered leases? Have not the Natives been allowed to go on them and take them as their own?—Yes, practically.

3210. You are not speaking of leases outside the Public Trust?—In one case a Native applied to me saying, "The land is unoccupied; I wish to take possession." I reported the matter to the Public Trustee, and suggested that he should be allowed to do so; but the Public Trustee replied that there was some legal difficulty at present, and therefore he could not give his consent.

3211. It was stated that all Natives on the West Coast are poor?—Generally, all Natives are poor. Only one or two of them have money—Manaia, for instance, and Honi Pihama, who died the other day, are said to be comparatively rich. These two men are exceptions.

Hon. Captain Kenny: They are not wealthy men, yet they have property, and do not use it.

3212. *Mr. Wilson*.] I have heard that in Honi Pihama's case the succession duty alone will be £1,500?—No Native is decidedly poor, as we understand being poor. They are poor in money as a rule, but they are not poor as regards land. They have ample lands left.

3213. The number of acres under the Public Trustee's leases has been given: have the lessees made improvements?—Yes.

3214. Fair improvements?—Yes.

3215. Have there not been many transactions of a complex character in connection with these leases—mortgages, sub-leases, and the like—for valuable consideration?—No doubt. I cannot speak as to the consideration.

Mr. Stewart: Tenancy from lessee to lessee.

3216. *Hon. Captain Kenny*.] You say that large sums of money have been raised on some of these leaseholds?—I am sorry to say it—I think there have been.

3217. You had to do with confirmed leases that from time to time were brought under the Public Trustee's Office?—Yes.

3218. You know about these legislative regulations that have been made?—Yes.

3219. What had you to do with that yourself?—The first thing which I considered my duty was to endeavour to obtain renewals of the old leases under the Act of 1884. Some nine or ten, I think, I got very nearly complete with this exception: The Act said that the consent of the owners must be obtained, but we cannot get the consent of all the Natives, we can only get the assent of the representative men. With that exception, I had got so far as nine or ten confirmed leases in training for surrender, &c.

3220. How do these terms compare with the terms fixed by the arbitrators or umpire?—The circumstances are different. In 1884 the rent was computed on the improved value, in 1887 on the unimproved value. Leaving that out of the question, I do not think there is a great deal of difference.

3221. For what term was the lease you had nearly completed?—Thirty years.

3222. That was about one-sixth of the whole you had commenced to complete?—Yes.

3223. After the Act of 1887 was passed you had some trouble to serve all the persons with notice?—Yes.

3224. Will you state what trouble you found in doing the actual work?—The first thing I did was to send to the Public Trustee for 500 copies of the regulations. I distributed them generally over the district. When, as I thought, they were digested I went to Waitotara and there explained them. I went to two Native villages and explained them. So far I had no difficulty. The Natives I do not think quite understood the matter then. I then went to Hukatere, on the Patea River. Ngarangi and Mr. Williams were there. I think about two hundred Natives were present. It was a very large meeting, at any rate. The first thing the Natives said to me was, "We have read the regulations, and we have all made up our minds not to receive notices." I went into the thing fully again. I asked the Natives to put to me any questions they pleased, and I would give them all the information I could. After I had finished, and asked them all if they had anything to say, I told them I was about to serve the necessary notices. As soon as I got the notices out of my haversack there was a regular rush out of the whare. There were only five natives left inside, who were served. I called to the leading Natives, and told them that if they would come back I would serve no more notices that day. They came back and we reopened the conversation, but without any practical alteration in the result, and when leaving the village they good-humouredly put the notices back in my coat-pocket. I then reported the matter to the Public Trustee, and told him I thought it would be well to instruct me to come to Wellington and have a personal interview with him. I came to Wellington, and explained to him fully the position. I went with him to see the Government. I again explained the matter very fully. The Premier, the Public Trustee, Mr. Wilson, and the Law Officer were present. After explaining the matter the Premier told us the Act must be carried out, and made several suggestions as to the mode of carrying it out. I went back to my district and employed agents for the purpose of serving the notices. I supplied them with copies of the regulations in Maori and English.

3225. What were the furthest distances at which these notices had to be served?—Some had to be served as far away as Mongonui and the Bay of Islands, at Wellington and all along the coast, and some at Chatham Islands.

3226. How many grantees would there be in some of the grants?—One, I believe, contained 190 names, 183 in some cases, and one or two might go up to 200.

3227. What would be the minimum number in a grant that you would be able to get to concur?—In some places two-thirds, in some places three-fourths. It depends very much on circumstances.

3228. There would be all this trouble and difficulty at the time of service?—There was more than this difficulty. They would not accept service, but ran away.

3229. You had nothing to do afterwards with the leases in any way?—With the work of the arbitrators you mean. I took especial care not to interfere. I suggested an interpreter from Opunake in one case, rather than one engaged at Hawera, to save expense; that was the most I did.

3230. Are you aware of any instructions having been given from the Public Trust Office?—I am not aware of any.

3231. Do you know if the arbitrators were requested to apportion a new rent when the lease was in two or more grants?—I believe there was something of that kind. One of the arbitrators asked me which would be most convenient, and I told him it would be more convenient to have two separate leases than to have one lease over parts of two grants.

3232. In paragraph 6 of the petition it is stated there has never been renewals of Trustee's leases; that can refer to confirmed leases only?—Yes.

3233. In regard to paragraph 8, it says that all the lands have been leased by the Public Trustee, and that a great number of your petitioners are without land to live upon?—That is quite untrue.

3234. The final paragraph says, that, in consequence of being without land, your petitioners have had to lease land from Europeans?—They have plenty of land for their support. I have known Natives to have a great fancy for a particular bit of a European's land—they lease it, take one or two crops out of it, and then give it up. But certainly no Native has occasion to lease land from Europeans through the action of the Public Trustee. With reference to that piece of land mentioned as reserved for the Natives, it was open land. The heavy bush-land the Natives will not touch. If Europeans had not leased it it would have been heavy bush still.

3235. *Hon. the Chairman.*] Take this extended lease of Finlaysons's—it is an extension for nine years?—Yes.

3236. How was this rent fixed?—The extension is at the same rent as the original lease.

3237. All extensions are the same?—Yes.

3238. *Mr. Stewart.*] With regard to these surrenders, do the Natives agree to accept the surrender of the leases?—Are you speaking of the Public Trustee's leases?

3239. There were leases surrendered?—I think only two for non-payment of rent. I am not sure whether the Natives were consulted or not. The lessees were too poor to go to law with. The circumstances were such that expense was saved by accepting surrenders.

WEDNESDAY, 6TH AUGUST, 1890.

Mr. RENNELL, examination continued.

3240. *Hon. the Chairman.*] We practically finished with you yesterday, Mr. Rennell, in regard to the Public Trust leases: is there any other point you wish to refer to?—Not that I am aware of.

3241. Then we will come to the confirmed leases, if you please, Mr. Rennell: when did you first begin to have any dealings with the confirmed leases?—In the beginning of 1886, I think, sir.

3242. Was any one dealing with them before?—No, except the West Coast Commissioner.

3243. What duties do you perform in regard to these leases?—At the present time?

3244. At the present time. Well, you may say from 1885, when you took office?—I first sent a circular round, by the instructions of the Public Trustee, informing all the confirmed-lease holders that in the future they must pay their rent to me, which the majority of them did; and in the usual course I distributed the rents amongst the grantees.

3245. What have you been doing since then?—I defined also the interest of the grantees.

3246. You did that in virtue of the Act of 1884?—Yes.

3247. In the definition you acted under the Act without instructions, did you not?—I think there is a clause that I should be directed to do so.

3248. Were you assisted by the Native Assessor?—I was.

3249. Who was he?—Te Kahui in one place. I have forgotten the name of the Assessor who assisted me in Waitotara. He was only a few hours there.

3250. Why was Kahui chosen? Was he chosen by you?—Yes.

3251. Why did you choose him? What reason had you for doing so?—I gave a reply to that question last year, before the Native Affairs Committee. Mr. Sinclair asked me what my reason was for selecting him, and I replied that he was a clever Maori, well fitted for the work, and it could be done economically, and that is a great matter to the Natives, because the cost was then all charged to them.

3252. Are you aware that it has been stated in evidence to the Committee that Te Kahui was regarded by the Natives unfavourably?—I have heard it said here, but I give it an emphatic denial.

3253. You give a denial to the fact that the Natives regarded him as a hostile person?—Decidedly.

3254. Have you ever heard Te Kahui spoken of in unfavourable terms by the Natives?—Only, of course, as Natives speak against each other. I never heard anything against this man. He is perhaps rather boastful.

3255. Do they speak about each other more than Europeans do?—Just about the same. I should like to say a little more while you are on that point. The charge made against me last year was that Te Kahui was actually too friendly to these people, and was interested. If you will permit me, I should like to read an extract of the evidence taken last year.

3256. I think we would rather have it, as it were, fresh now?—If I simply read the questions and answers taken down last year that would explain the matter. Last year they tried to make it out, not only that he was friendly to them, but that he was interested; and this year they appear to make out that he was unfriendly.

3257. Was he interested?—He was not any more than you have heard from Major Kemp about he himself being interested in that case. I have no doubt he is related. All Natives are related more or less.

3258. You do not know what interest there is on the part of any of his relations in this?—I do not think that any of his near relations have any interest whatever in the confirmed-lease grants.

3259. Did he render you material assistance?—Well, sir, of course, any person who knows the working of these things would know that a Native could not render you any material assistance—you must rely on yourself.

3260. But I put you the question advisedly. I will put it in this way: Was his connection with the case valuable, so far as you observed, or useless?—It was valuable, inasmuch as it made the matter legal. That was the only thing. I may say, it was not only his case. I had three Assessors on that coast, and I found all the Assessors in the same way—they are superstitious about the matter, and are afraid of witchcraft, and that sort of thing.

3261. Was it in 1886 you acted with Te Kahui?—Yes.

3262. Since that time, what have you been doing with these leases?—My next work was to attempt to get some of the confirmed leases surrendered, and new leases given under section 13 of the Act of 1884. I made arrangements, I think, for either nine or ten of these leases to be surrendered on terms as agreed upon between the lessee and the representative Natives of the different grants.

3263. But since then?—It was found, sir, that all the Native owners would have to agree; and we found that could not be done, and abandoned all further negotiations.

3264. You mean the Act said so?—The Act said so. It was quite impossible to get the Native owners to agree. Sometimes the Natives of Parihaka would do nothing in their case; then other Natives were away—dead, and so forth—and we ceased negotiating.

3265. Since then what have you been doing?—I took no further steps, except to collect and distribute the rents, until 1887.

3266. Had you anything to do with the legislation of 1887?—Nothing whatever; but I made a suggestion to the Public Trustee with reference to the Act of 1884.

3267. And you were still acting in respect of the rental?—Yes.

3268. On the inspection of the estates?—No: not under the confirmed leases. There is a difficulty in getting hold of the leases to know what the terms are.

3269. A difficulty in getting hold of the leases?—Yes.

3270. Are not the counterparts in the hands of the proper authority?—I am not aware that there was any proper authority.

Mr. Wilson: The Public Trustee has had to get information as best he could through Mr. Rennell. There were no leases really until they were confirmed.

The Witness: I believe in a number of cases there were counterparts; but, as far as I am concerned, I could not recognise them as such. The only leases I could recognise would be those with the Governor's confirmation on them, or certified copies. The mere fact of the Natives saying, "This is a counterpart of the lease" would not by any means convince me.

Mr. Levi: The Natives have some of the counterparts, because they handed some to me.

3271. *Mr. Peacock.*] You are speaking of the original leases with the Natives, but not the confirmed leases?—Yes. Not the confirmed leases. These are the original leases. No doubt, when they were made, the Natives got counterparts.

Mr. Wilson: When the leases were confirmed no means were taken to keep the leases back so that the tenure of them could be taken, and the leases must have been returned to the lessees without any communication between the Government Buildings authorities or the Native Department and the Public Trust Office.

Mr. Peacock: And there was no attempt at registration?

Mr. Wilson: Some of them were registered, no doubt.

Hon. the Chairman: When they were surrendered I presume you got them, Mr. Wilson.

Mr. Wilson: No, sir. We did not ask for them, because the surrender is only a tentative act. They are not surrendered absolutely.

Mr. Mackay: The leases were illegal, and they could not be registered until they were confirmed.

3272. *Mr. Peacock.*] But in the case of their being confirmed?—They could be brought under the Land Transfer Act.

3273. As a matter of fact, it was not done?—As a matter of fact, the surveys in regard to a number of the cases were very irregular and badly done, and the surveys would not pass the Land Transfer Office.

3274. *Mr. Stewart.*] Did you allow the rents at any time to fall into arrear, Mr. Rennell?—Not if I could avoid it.

3275. What period was the longest in which the rents remained unpaid, or any of the rents?—In one case, McGregor's, it was three years. We have had one Supreme Court case against lessees, and found, from knowledge not in our possession at the time of taking out the writ, that it had been transferred. The lessee had become insolvent, and transferred to his brother; and we lost the case.

3276. It has been stated here that the Public Trust Office has allowed rents to remain uncollected for a considerable time: is there any real foundation for that?—There is not; nearly the whole of the rents under Public Trustee's leases have been collected to the 30th June, 1890, and there is nothing due practically; but it is different with the confirmed leases. There are so many legal questions here, there is some difficulty.

3277. You endeavoured to negotiate for the surrender of certain leases?—Yes.

3278. In whose interest did you wish them surrendered?—It was a mutual agreement.

3279. Why should you interfere in the matter at all, then?—I was asked to, from my position as Reserves Trustee.

3280. By whom?—By both parties.

3281. In each case?—Yes, in each case.

3282. The Natives wished to surrender?—The Europeans particularly wished to surrender. Of course the Natives had to consent.

3283. You mean by the Europeans the tenants?—Yes, the lessees.

3284. What advantage did they expect to get from a surrender?—They got a thirty years' lease and a secure holding from the Public Trustee, with the right of renewal at the end of the term.

3285. Why should you, at the request of the tenants, endeavour to secure surrenders, unless in the interests of the Natives?—If it were a mutual arrangement it was as much to the benefit of one as the other. I considered it was my duty to do so, they having asked me.

3286. I understand that the tenants in each case asked you to endeavour to negotiate for a surrender?—Yes; but they had negotiated apart from me altogether; at the same time, I assisted them in the completion. The Public Trustee would not have accepted any surrender unless it came through me and I had certified it as being correct.

3287. The result was if a new lease was given they got a new tenure for thirty years?—Yes.

3288. Do you consider that in the interests of the Natives, to tie up the land for thirty years?—That was the intention of the Act, I understood, sir.

3289. How many of these surrenders do you say there were?—None were actually surrendered; they never got that far, because we found it required the consent of the whole of the Natives, and I found that practically could not be got. There were eight or nine, I think, I got in a fair way, and had we been able to get over that particular clause no doubt they would have been surrendered.

3290. *Mr. Levi.*] As to these new leases which were to be issued under the awards, had the old leases expired at the time?—No.

3291. *Mr. Stewart.*] At whose instigation was it these awards were proceeded with before the old leases had expired?—They were proceeded with?

3292. Yes?—Under the Act of 1887.

Mr. Wilson: The moment the Act came in Mr. Rennell acted under the Public Trustee; he took no independent action.

3293. *Mr. Stewart.*] I want to know why it was these confirmed leases were to be surrendered, and an arrangement made for issuing new leases for thirty years before the old terms had expired?—I could not reply to that—I must refer you to those who compiled the Act. I had nothing to do with it personally.

3294. You are aware the Natives have opposed the new leases?—Yes.

3295. There was a provision in the Act of 1887 allowing the Public Trustee to defer collecting the rents for a period of twelve months if he liked?—Yes.

3296. Do you know the reason of that?—No, I cannot say. I was not consulted.

3297. It was to allow the Public Trustee to hold his hand for twelve months in collecting the rents. Do you know why such a clause was inserted in the Act?—I cannot say. I presume it was to assist the lessees, who were in difficulties.

Mr. Wilson: I drew that clause under instructions. There is no doubt that it was drawn and enacted for the purpose of assisting the lessees under the Public Trustee's leases who were then unable, many of them, to pay the rents fixed.

3298. *Mr. Peacock:* In arranging for the surrender of these leases you spoke of, was there any case in which you did so at the request of the lessees, without their having previously made such an arrangement with the Natives outside?—No, they negotiated previously with the Natives.

3299. Then, was your action dependent on their previously having arranged amongst themselves?—I was simply officially putting the thing into shape for the purpose of assisting in the matter.

3300. But in most or all of the cases, do you say the matter had been arranged—that the lessees had got the Natives to consent before you had anything to do with it?—Yes.

3301. That is so?—Yes.

3302. *Hon. the Chairman.*] Is there any instance amongst the confirmed lessees in which rent had been prepaid?—Yes.

3303. And you respected that prepayment?—Yes. I found rent had often been paid in advance. When I speak of myself I mean acting under the Public Trustee.

3304. Was that the case in all these leases?—Some small advances, I think, had been paid to the lessors in nearly every case. I will not say in all, but in nearly all. I think in some cases the amounts were large, and in some cases small. In one case it was £1,000, and in another twelve and a half years' rent.

3305. These prepayments are not all exhausted now, I presume?—The one of £1,000 expires, I think, somewhere about the present time; but the twelve and a half years' rent will not expire until the year 1898.

3306. Do you know the reason why that £1,000, or any other large prepayment, was made?—Yes. At that time Te Whiti used to hold periodical feasts at Parihaka, and the Natives wanted supplies to take there, and the head men used to run to the storekeeper or lessee, as the case might be, and get large quantities of goods or money and take it away to Parihaka.

3307. You say "to the storekeeper or lessee," but they were not identical, were they?—In the case of the larger amounts they were—the two specially large ones. I do not allude to Macgregor.

3308. Which are the two large ones you speak of?—The confirmed leases 26 and 27. In one case there was £1,000, and in the other twelve and a half years' rent.

3309. Where was the inducement to the European lessee in either of these cases to give this enormous prepayment?—I could not give an opinion on that, sir. I have no knowledge of it.

3310. Were these prepayments made to your knowledge in money or in stores?—I only went by the receipts put into my hands, which I inquired into.

3311. And with what result?—I found that the Natives generally said it was very wrong; but, as I promised that the money should not be dealt with in that way any more, they said they would agree to recognise the receipts as binding on them; and I reported this to the Public Trustee.

3312. But were there not a number of beneficiaries—that is, persons interested in these rents?—Yes; a large number in some cases. There were in the two I quoted.

3313. Did they all acquiesce in this transaction or not?—No.

3314. Then how were the rights of these persons not so consulted disposed of?—They must have been ignored eventually.

3315. But have they been ignored by the Public Trustee? Who ignored them?—The lessors and, of course, a few of the Natives who took the money and got the advances.

3316. Did the Public Trust Office recognise that as a regular proceeding—as a regular method of discharging rents?—As what would have been considered before he took charge as a fair proceeding, and on the understanding that it was to cease.

3317. But did you not say that practically the payments overlapped the period at which the Public Trustee took charge?—In nearly every case.

3318. Then, has the practical result of that been that the representative Natives have in all cases received what they were entitled to or not?—All the lessees were in the habit of paying their rents irregularly to the lessors. The lessors would go to the lessees whenever they wanted money, and get advances, and we practically permitted these payments which had been made to the lessors to stand good. I considered it was only fair it should be so, as it would be fair before the Public Trustee took charge.

3319. Although they overlapped the period at which the Public Trustee took charge?—Yes.

3320. *Mr. Peacock.*] After all this irregularity that you are speaking of had been wiped out the payments were made in a regular way?—Yes.

3321. Strictly?—Yes. Nothing of the kind has been permitted since. That is one reason why there is a difficulty with Macgregor, because we will not recognise his payments.

3322. That is, since the Public Trustee has had charge?—Yes; since I gave Mr. Macgregor notice not to pay any more Natives.

3323. You strictly enforced the Act by making them pay only to the Trustee?

Mr. Wilson: There is a section of the Act of 1881 which forbids Mr. Rennell or the Public Trust Office to recognise any order given by the Natives in favour of a European.

3324. *Mr. Sinclair.*] These reserves, Mr. Rennell, are granted under Crown grants to the Natives?—Yes.

3325. With the usual restrictions against alienation?—I think there was a special restriction in regard to this land.

3326. Can you give us the special restriction? You need not give us the exact wording?—They were inalienable, except by exchange for land of equal value, or by lease for twenty-one years.

Mr. Stewart: Is not that stated in the Act?

Mr. Wilson: No, sir. There are two kinds in the Act—absolutely inalienable and partially inalienable.

Witness: And some are without any restrictions at all.

3327. *Mr. Sinclair.*] The general run of them contain that clause?—Yes.

3328. Have you any of the old Crown grants now?—While Sir William Fox was dealing with these matters he distributed a great number of these Crown grants, and he directed me to distribute them after he had left New Plymouth for Wellington. As soon as I took office in 1885 I made a request to the Registrar to detain all the Crown grants unless there was only one person named in it.

3329. A great many are in the hands of the Natives then?—A good many are.

3330. That [showing witness a document] is an account supplied to me at the request of Patohi by the Public Trustee: can you explain what rent that is unpaid?—This the first time I have seen this, Mr. Sinclair. I should have some difficulty in explaining it.

3331. That statement shows there is rent two years in arrear, does it not?—No; it does not say what date it is. Oh, yes [reading], fourteenth of the eleventh, eighty-nine. Arrears, £32 10s., to 30th June last. Mr. Lysaght says we have charged him too much, and he declines to pay. That is as regards No. 4.

3332. Is that the reason they are uncollected?—That is the only reason I am aware of. I only speak from my own list. I should require to look it up to go into it fully. On No. 6 here I do not think there is anything due.

3333. Of course you know the particulars of the confirmation of this lease of land at Parapara?—No.

3334. About when was it confirmed?—Does it not say in my letter? I could not say, really [letter here shown to witness]. I have not noted the date here, but I should think in March last.

3335. Shortly before you wrote that letter to the Natives?—Yes; it might have been confirmed some time before. Mr. Captain sent the lease to me, and asked me to get it registered. That is the first I saw of it.

3336. The letter is in Maori, informing the Natives the lease had been confirmed. I believe the lease was originally signed by Moerewarewa and Tohi Tana?—I cannot say that positively.

3337. But it is evident from that letter that Moerewarewa received the rent. Is Moerewarewa interested in the land?—She is not in the Hamua grant at present.

3338. She is in the Hapotiki grant at present?—Yes. There has been a great deal of trouble about surveys, and we have had to readjust the rents several times.

3339. Do you remember any trouble with the Natives as to this land?—I read of it in the *Hawera Star*.

3340. You know that Ngaruru brought a case in the Court against Owen for trespass?—Yes.

3341. And the Court decided in favour of Ngaruru?—I believe the question of title was raised and case dismissed, but I cannot give a definite reply, as I only read of it.

3342. Do you know the ground of the decision in Ngaruru's favour?—I believe it was a question of title, but I should not like to give a positive opinion.

Mr. Mackay: It was dismissed because it was outside the Judge's jurisdiction. It was a question of title.

Witness: I am not sure. I think that was it.

3343. *Mr. Sinclair*.] I understood from the Natives that it was because the two women who signed this lease had no right in the Hamua grant?—I am afraid that is on a par with the usual Maori statements. I am under the impression the Judge decided that he had no jurisdiction. I do not say positively it is so.

3344. Do you know the boundary of Sigg's lease at Tirotiromoana?—I have a map; I can show it to you if you wish it.

3345. Do you know if 10½ acres of extra land has been put into the proposed new lease?—I could not say. There is some arrangement between Siggs and Riddiford, the adjoining lessee, but what it is I do not know exactly.

3346. Can you inform us under what authority this 10½ acres of extra land are given to Siggs?—I think this will explain it: Mr. Riddiford's lease ran into the Tirotiromoana about 10½ acres, and it was found far more convenient to give it to Mr. Siggs by arrangement with Mr. Riddiford. It has not taken any land of the Natives. It is a matter of arrangement between the two lessees.

3347. You are confident no further land has been taken from the Natives?—I could not possibly say that, but believe so.

Mr. Wilson: It may shorten the matter if I explain that the Public Trustee has power, where different pieces of land so closely join each other that the land between is of no use, to adjust the boundaries, and in one or two instances I have advised it to be done. There might have been an acre or two taken here and there, but it would be land of no practical value by itself.

Witness: If you ask the arbitrators they could tell you.

3348. *Mr. Sinclair*.] Has this been done in a number of cases?—I may state that Mr. Riddiford has one or two small areas of extra land I think, but it was land which was no good. It was in the middle of his leasehold, and had no road to it, and being very poor land was done for expediency. It has not taken any from the Natives, because the Natives never used it.

3349. Just another matter not touched upon yet: do you know of any cases in which Natives have alienated lands by wills to Europeans?—I have heard of two cases, but I have not seen the wills. It is only hearsay, so far as I am concerned.

3350. Have you heard that they have come before the Native Land Court?—I could not state positively.

3351. On application for succession?—I believe one is, but I could not say positively.

3352. *Hon. the Chairman*.] How do you connect that with the order of reference?

Mr. Sinclair: I quite understand the order of reference, but the position is this: Attempts are being made to obtain this land by wills, and we wish for legislation to put a stop to it. I have only one more question: does Mr. Rennell, as Trustee to the Natives in the district, consider it expedient, in the interests of those Natives, that such a practice should be put a stop to.

Hon. the Chairman: Do you wish for legislation which would render void any Native's will framed in the manner you speak of?

Mr. Sinclair: Not to affect past transactions, but to affect any future will that may be brought forward, so as to protect the land of the Natives. I merely wished to ask Mr. Rennell if he thought it would be advisable that such a practice should be stopped.

Witness: The Registrar at New Plymouth will not register anything of the kind unless he is compelled to by the Supreme Court. He holds that the grants prevent the land being passed by will.

3353. *Mr. Levi*.] I have one question, Mr. Rennell. You refer to your written statement to some Natives you had given the notices to, and they have given me this account of rents. I ask you to explain one of them, to show the position the payment of the rents is in at the present time. Take, say, the the top case—Gower?—Before I reply I would call the attention of the Committee to this statement I sent to Ngarangi, which he denied ever having received. He positively declared I never informed him how the case stood; yet he has sent my written statement to him to his solicitor.

3354. Explain the top one (Gower's)?—There are 75 acres. It is confirmed lease No. 43 or 44, I am not sure which. I should say the award dates on the 1st February, 1889. The award was made then by the arbitrator. Then I reckon it from the 1st February, 1889, to the 30th June, 1889, at which time the new lease was to have commenced, that, under the award, £9 17s. 10d. would be due from the 1st July to the 31st December of last year.

3355. You take the rent for that period under the award?—Yes.

3356. Why do you take it to the 31st December, as the Suspension Act came in in the meantime?—Because they paid to that date under the award before the Suspension Act came into force.

3357. In paying, did they not deduct the cost of the award?—Yes; £14 2s. 7d.

3358. Are these copies of the accounts you rendered to the lessees?—I could hardly say that.

3359. Did you render accounts to the lessees?—Sometimes.

3360. Have you rendered any account?—I have no doubt I have.

3361. And you have credited them in that way?—Yes; that is the way we reckon our accounts.
3362. The lessee does not do that?—Yes; I have no doubt they are all the same.
3363. In all cases where the lessees paid in July, 1889, they deducted the costs of the award chargeable to the Natives, and that was not afterwards claimed for them notwithstanding the Suspension Act?—No; we held that it was legal as long as it was paid before the Act was passed.
3364. In reference to the negotiations under section 30 of the Act of 1884, you say you had arranged nine leases: what do you mean by that? Who did you arrange them with?—What section did you say?
3365. These surrenders under the Act of 1884—section 30?—Yes.
3366. As to these nine cases in which you say you arranged them, how do you mean that you arranged? Did you arrange the rent first with the lessees?—No; it was discussed between the lessees and Natives. They had made their arrangements practically before they came to me.
3367. In those nine cases, or the majority of them, were these arrangements only made with the chiefs of the Natives, or all of those concerned?—Only representatives of them. That is where the difficulty came in.
3368. Were not these rents arranged for an increase in every case of the rents on the old average?—In one case they reduced the rents from 15s. to 10s. The rent, you will observe, in that lease was 15s. an acre at the time of rearrangement.
3369. It was originally 5s., then 10s., and 15s.?—Yes; it was reduced from 15s. to 10s.
3370. It was on the old average?—Yes.
3371. Were there not some of the cases in which the old rent was increased?—Yes.
3372. How many cases—do you remember?—In nearly all the cases, but it was then on improved values.
3373. The old rents were increased?—Yes.
3374. You say it was impossible to complete these nine leases, and that the reason was that the Natives could not be got together?—Yes. The Public Trustee required the actual written consent of every Native.
3375. If the Act had been amended so as to make the consent of the chief Natives, or of certain Natives appointed, sufficient, or such as those chiefly interested, could not these arrangements have been carried out?—I made a report to the Public Trustee suggesting an amendment of the Act in the direction you have spoken of.
3376. And you think that Act could have been carried out?—Yes. My idea would have been to give notice in Maori to each of the grantees, calling a meeting, and to let the majority of those present at the meeting decide.
3377. And you think that would have been a satisfactory way?—I think it would at that time. Of course the Act of 1887 alters the matter considerably.
3378. Now, Mr. Rennell, I want you to tell the Committee what the arbitrators had exactly to do in making their awards?—I cannot do that; I must decline to answer that question. Their duties were laid down by law; I could not say.
- Mr. Stewart:* They are laid down in the regulations. They say they took the regulations as the basis of their consideration of the cases.
- Mr. Levi:* My object is this: Mr. Cowern said the arbitrators had a great deal of work extra to what an ordinary arbitrator would have, in checking certain things, &c. These are things which Mr. Rennell would know of.
3379. *Mr. Levi.*] In the first place, they had to appoint an umpire; that is so, is it not?—I could not say.
3380. Was there any difficulty in getting the names of the grantees?—No.
3381. Not any of the names of the grantees?—There was some difficulty in finding out where they lived.
3382. You have been connected with these reserves for a very long while?—Yes.
3383. And you know a good deal about them?—Since the year 1884.
3384. And you were in the district several years before?—Yes, before any Crown grant was issued.
3385. Do you know anything about the value of land in the district at all?—Yes, generally; not specially.
3386. Of course there has been a fall in land-values since 1881?—Yes.
3387. But is it not a fact that there has been in the last year or two a rise in land-values?—Not in the last year or two. Since somewhere about October, 1889, there has been a slight rise. At the beginning of 1889 I think things were at their worst.
3388. After you took charge, did any of the lessees make inquiries of you as to the meaning of the Act of 1884—as to whether they could get renewals?—I do not quite understand that question.
3389. After you took charge in 1885, did any of the lessees come to you to make inquiries as to what renewals they were entitled to?—Under the Act of 1884?
3390. Yes?—I have no doubt at all but what they did. I held a meeting at Patea. It was a meeting of Natives with the lessees.
3391. When was that?—That would be somewhere about April, 1886, just as I finished my definition of interest, before I left the district of Patea. I may, perhaps, say that the Natives would have agreed to the renewal of the lease if the lessee, Mr. Symes, would have given £100. They demanded £100, and wanted me to ask him for it. But they asked him themselves, and Mr. Symes laughed at the demand and declined, and the meeting broke up.

Address by Mr. FREDERICK J. WILSON, Solicitor in the Public Trust Office.

Mr. Wilson: I wish to say a few words in the same way as the professional gentlemen present. I would say first that the primary object of my being here was that an answer might be given to any attack upon the Public Trust Office. I respectfully submit that there has been no direct attack, and that there is nothing to refute in the evidence which has been given. The Public Trust Office has, of course, not been immaculate, but it has done its best to administer these

reserves, and I think that there has been nothing brought against the office except of a very light character, so I pass that. But I am directed to point out that, whilst the Committee has gone into what I call the Public Trustee's leases, none of the lessees have come forward, or have had notice; so that in a sense the Public Trust Office has, as lessor, to protect their interests. And I would wish in a few words to say, first of all, that the title of these Acts is "The West Coast Settlement Acts," showing that it was never intended at any time to alter the fact that they were reserves of a permanent character and for a very long and indefinite time. That being so, all that was done was done on that idea. I would point out that until after the Act of 1887, and the actions were instituted, nobody found fault with the legislation of 1881 or the regulations of 1883. I will not say there were no isolated cases, but there was nothing brought forward, and each year they (the fault-finders) took advantage of what they ascertained the preceding year to make more definite charges. Now the interests are very large and varied. There are said to be 231 leases, and with a very few exceptions these are separate leases, and several of them are subdivided, so that there may be said to be at least that number of separate lessees. They have families, and their whole interests are bound up in these leases; and they have contracted, subcontracted, mortgaged, and the like, to a very large extent upon the security of tenure. If the regulations of 1883 are going to be upset so far as the leases are concerned, in regard to compensation and qualified renewals, then the interests of the large district which was intended to be settled will be altogether upset and unsettled, and things will get into chaos; and therefore, so far as the Public Trustee's leases are concerned, I would respectfully submit they are within the meaning of the Act and of the regulations, and that if the regulations are in any way *ultra vires*—I know a good deal can be said on the other side—then they should rather be validated than invalidated, because the largeness of the European interest involved in this question has to be considered, without saying a word against the Maoris as fellow-colonists. They are a decreasing race; their interests are really looked after to a very large extent; and the policy of these Acts was undoubtedly to give them an annuity. The error which has been committed, first to last, is in giving them possession of parchments called Crown grants they ought never to have issued to them. Then in regard to those, sir, the question behind this is very large. I do not hesitate to say that with one or two exceptions the titles themselves, in the lawyers' meaning of the word, are in thorough mutual agreement. Several of the grantees go up to the number of 200 in a grant. Past experience has shown that in the larger grants some of the Natives have never existed, or cannot be found since. The titles are all tenancies in common; there are many Natives in duplicate names—that is to say, if A is in one part of a grant, B, the same individual in fact, is in another part of the same grant. I am not aware of anything more than a duplication. I have not found in any instance a triplication; but duplication is not at all uncommon. Then a great number of the original grantees have died. To these, succession orders have been obtained and not registered, and the titles are simply in a glorious mess, and they have been increasing every day, so that it is almost impossible to know who were the original owners of land under the Crown grant. The question is therefore simply this, as appeared in the evidence—because to go to the root of the matter, I believe the easiest way would be to call in all the Crown grants and have a reissue of the titles. I am not here to defend the confirmed lessees, only so much of the action as has been under the statutory authorities given in 1884 and 1887; but I would point out that the idea which it seems to me that the Act of 1887 had was to put these confirmed lessees in exactly the same position as the Public Trustee's lessees were at the time they first took up their leases, and then to let both start on a uniform basis, because they are all in the same group of land—they are all under the same law, under the same Crown grants, subject to the same restrictions, and, I imagine, Parliament in its wisdom, by the Act of 1887, put them all on the same footing.

Mr. Stewart: Do you mean to say the twenty-one years' leases?

Mr. Wilson: It would be thirty years. Now, if it were not so, there would be no sense or reason in the unimproved value, because it could not be argued for a moment that by the enactment of section 7 of the Act of 1887 something was taken from the Maoris after the provision of section 13 of the Act of 1884. That must have been the policy of the Legislature in so doing.

Hon. the Chairman: Do you consider, Mr. Wilson, that the compensation clause, we may call it, in the confirmed lease and the compensation clause in the Public Trustee's lease are identical.

Mr. Wilson: It would so seem.

Hon. the Chairman: Do you say they are so?

Mr. Wilson: They are so in the leases issued, and they would be in the others if issued.

Hon. the Chairman: There is no difficulty in them at all.

Mr. Wilson: Yes, there is this difficulty: Under the regulations of 1883 it is stated on the Public Trustee's lease that the renewal shall be by public tender. The statute says by public auction or public tender, and I require that the alternative should be put in. Well, I do not know that I need say more on that, except to point out, as I have said before, that the attack now made upon the Public Trustee's leases is to upset and invalidate the rights created by the regulations of 1883, which are undoubtedly upon the lines of settlement, and permanent settlement, and which the Legislature has recognised by giving similar rights under "The West Coast Settlement Reserves Act, 1887." Then, sir, again I would point out that nothing was heard against the interests of the lessees until the agitation commenced under the Act of 1887.

Mr. Stewart: What do you mean by agitation?

Mr. Wilson: Maori petitions. I say nothing was heard of this until after the Act of 1887, and the Maoris, under the original confirmed leases, had no rights at all, because the leases are declared by statute to be illegal, and their being made legal did not give any rights to the Maoris under them, but it simply gave certain rights equivalent to the rights which they had under the Public Trustee's lease. That is the meaning of the statute, undoubtedly. As regards the management by the Public Trustee—although I have no authority to say so, though it is an open secret—he would be better pleased to have the administration taken away from him than to retain it.

APPENDIX.

WEDNESDAY, 30TH JULY, 1890. (Hon. Mr. STEVENS, Chairman.)

Mr. H. D. Bell addressed the Committee on behalf of the lessees. He said,—I produce the returns which I have asked the department to prepare for the information of the Committee. Two of them have been printed, and were delivered last night to the members of the Committee. A third return, which I asked Mr. Mackay, the West Coast Commissioner, to prepare, was printed and delivered to you during the first portion of the proceedings of the Committee. A fourth return which we have been able to obtain has, unfortunately, not yet been printed. It is of some length, and I will ask you, sir, to direct that it be printed. It is a return from the office of the Public Trustee, showing the confirmed leases which have been surrendered, but in respect of which awards have been prevented being made by the Suspension Act of last session. There is a further return, showing the leases that have been granted in pursuance of the award of the arbitrators. There is, further, another return, of leases which have not been surrendered or of which the surrenders have not been accepted; and another showing the leases dealt with by the arbitrators in respect of which awards have been made, but no new leases have issued by reason of the Suspension Act of last year. This is a summary of the return: Leases surrendered, but no awards made owing to the Suspension Act, 2; new leases issued before the passing of the Suspension Act, 4; leases not surrendered, 5; leases of which the surrender was refused by the Public Trustee, 2; leases surrendered and submitted to the award of the arbitrators, awards made, but new leases not issued in consequence of the passing of the Act of last session, 40: making a total of 53. Then, sir, in addition to these the Public Trustee has also furnished for your information copies of two forms of awards which have been made, indicated as A and B. The return shows which awards have been made in the form A and which in the form B. There are only two forms used. There are thirty-one leases under form A and twelve under form B. That return I propose now to put in, and I ask that you direct that it be printed. I also desire to lay before the Committee, before I begin the argument, a general plan showing the reserves from Waitotara up to the White Cliffs. This has been lent to me by Mr. Mackay. The Native petitioners in this case ask for legislation—first, to take the management of these reserves out of the control of the Public Trustee; second, to declare invalid the regulations under which leases have been made to tenants of the Public Trustee; third, to repeal the laws under which vested interests have been acquired by the confirmed-lease holders. My clients are directly interested in this third branch only, but it is so intimately associated with the two other branches that I will ask the permission of the Committee to refer to these again. As to the management by the Public Trustee, the petitioners assume that it was exceptional in this case of the West Coast Reserves. But that is entirely an error. It was so assumed by Sir Robert Stout in his address, but that assumption is erroneous. What the Committee is asked to reverse is not the particular regulations relating to the West Coast Settlement Reserves, but the policy of the country in regard to Native reserves. Every Native reserve in the colony is vested in the Public Trustee by the Native Reserves Act of 1882. The management of this particular class of reserves, so far from being exceptional, is a part of the policy of the colony which, I submit, would be reversed if the prayer of the petitioners in this case should succeed in obtaining the objects they have in view. Now, I submit that there are the following substantial reasons for the policy which the colony has adopted: The law has vested in this Corporation, or public body, or department the management of trusts within this colony—in this case to administer certain reserves for the Native race, because it is absolutely impossible for the Natives to deal with them themselves. There has been already some evidence given before this Committee to show that in the case of these particular reserves the names of some hundreds of persons are in the grants or the ascertained titles. To prevent these lands remaining waste—and they would remain waste unless some provision were made for their management—it is essential that there be vested in some person the power of dealing with them. It is altogether beyond possibility to negotiate or arrange with “the Natives,” as they have been here called. Even supposing that you could arrange with so large a number of persons, there are some of them infants, some women, and deaths are constantly occurring, and no possibility of ascertaining their successors until a sitting of the Native Land Court is held. Such considerations, I submit, render it impossible to leave the reserves under the management of persons whom the witnesses call “the Natives.” That is a wide and vague expression. But the Committee has only to look to the grants made on this Coast to see how impossible such proceeding or management would become, and, indeed, did become in the past, leading the Parliament of the colony to pass Acts vesting in the Governor the direct and final trust and management of these Native reserves. I am dealing here entirely with “reserves.” I am not saying a single word in respect of Native lands. I shall come presently to the distinction between the two classes of property. The second ground for the necessity which I submit exists for the management of these reserves by some individual appointed on behalf of the Crown is the collection and distribution of the rents. I say, without fear of contradiction from Natives who understand this matter, or from honourable gentlemen who are members of this Committee, that the system adopted in the past was unsatisfactory to the body of the Natives themselves. By “the system adopted in the past” I mean the collection of the rents by what the Natives called “a committee”—that is, a body of chiefs. The distribution of the

money by these persons amongst the owners was unsatisfactory, and would be unsatisfactory if the practice were again introduced. I refer to these returns to show the Committee that it is altogether impossible that the lands, or a large proportion of them, included in these reserves could be leased by the Natives themselves. There are 201,000 acres in this class of reserve alone, which have to be dealt with in either of two ways—either to be occupied by the Maoris or leased to Europeans. I apprehend that for 201,000 acres of some of the best land in the colony to remain practically waste would not be for the benefit of the Maori owners or of the colony. Therefore a part of the land must be leased. I shall point out to the Committee, first, the impossibility formerly existing of getting leases executed, and, second, the uncertainty of the method that was formerly adopted, and would be adopted again if the old practice were revived; these being the two grounds which have caused the Crown to retain the control and management, which it has never parted with from the beginning. I affirm that it is a delusion, which is the source of the error into which my learned friends have fallen, to speak of these Native reserves as the “lands of the Natives.” I am aware that Natives speak of them as their own lands. But I say they are not their own lands in the sense that ordinary Native land may be said to be their own land. Native lands proper are unquestionably as much the property of the Native owners as the lands of Europeans belong to Europeans; but Native reserves are not the property, in that sense, of the Natives who may happen to be in the Crown grant. Even with regard to Native lands proper the colony has felt it necessary to legislate and make provisions of a character which does not apply to Europeans; but in regard to Native reserves the persons who are in the grant, or in the ascertained title, have, at most, but a life-interest. What were these reserves made for? Not for the purpose of permitting the Natives to sell them. They are not in that sense the property of the Natives in the grants: they were made for the preservation of the foothold of the Native race in the country. In all these reserves, children, females, whole families have as much interest as the persons who at the moment are named in the grant. When Natives, in their petitions, say, “Let us deal with our own land,” that is perfectly right and just so far as Native land is concerned—in that case their petition has a true bearing and applicability; but when, using such a phrase, they refer to reserves, of which at the outside they can only be life-tenants, their petition can have no effect. At the best, I submit, they can only be trustees for themselves and others. In the case of the West Coast Settlement Reserves there is this additional fact, which must never be forgotten: that they are also a very distinct class of reserves. They come from the grace of the Crown, and not from any reservation by the Natives themselves. The Commissioners, Sir William Fox and Sir Dillon Bell, were very careful, in the commencement of their inquiry and throughout their reports, to point out not only to Parliament, but to the Natives, reiterating it again and again, that this land was all confiscated to the Crown, that it was the property of the Queen, though return of part would be made in performance of the promise given to the loyal Natives and others to reserve what was necessary for the maintenance of themselves and their families. This confiscated land differs entirely from the “tenth,” or reserves, of the South Island, which are reserves provided for by the Maoris themselves upon a contract of sale. To that class of reserve there may attach some kind of equity to the vendors. In this class of reserves it is, I submit, quite plain that what comes to the Natives is by grace of the Crown and the colony; it is property over which the Crown has always retained, and been careful to retain, the right of legislation. What I have here said applies especially to those reserves on the West Coast of the North Island. But it is said by Sir Robert Stout and my learned friends before this Committee that the legislation in regard to the West Coast reserves has been exceptional. Has it been so? These reserves, as I have pointed out, being distinct from Native land proper, the analogy I would suggest is to such land as has been reserved for Harbour Boards or corporations, which are the property of the inhabitants of the district of a harbour or a borough. The inhabitants for the time being are in one sense the owners, and get a benefit from the leasing of such land by the reduction of rates, but the *corpus* of the property is reserved for posterity. With regard to all that class of reserves the Public Bodies' Powers Act has given exactly the kind of powers to which Sir Robert Stout objects to here—power to grant to the tenant a perpetual renewal of the lease. There is again a stronger instance: In the very same year that this “West Coast Reserves Act, 1887,” of which so much has been said, was passed, there was passed “The Westland and Nelson Native Reserves Act, 1887.” The Town of Greymouth is built on a Native reserve. It may be that there are rights which may justly belong to persons building shops in a town which do not belong to country farmers like my clients; but I am unable to appreciate the distinction. With regard to these Greymouth leases, they give far greater advantages to the tenants than any which have been granted, or which are assumed to have been granted, to my clients under the West Coast Reserves Acts of the North Island. The Act of 1887—the Westland and Nelson Native Reserves Act—following on previous Acts, was the result, like the North Island Acts, of the reports of special Commissions appointed for the purpose. There was no cry then that Maori land had been confiscated. It was thought then that it was altogether out of the question to inquire as to whether the Maoris were to have the management of “their own land;” the demands were that Parliament should provide for the benefits of their improvement being protected to the tenants. When, therefore, Sir Robert Stout calls the West Coast Acts “exceptional legislation” he forgets that in every instance where the Crown deals with land these questions arise, and in the case of the west coast of the South Island reserves the provisions are stronger than any which we insist on in favour of the present leaseholder. These were granted in favour of those whom the country had encouraged to settle permanently upon the land. That is all I have to say under the first head of the attack made by the petitioners. They claim that the lands should be taken out of a corporation holding from the Crown, and given back to those whose names happen to be in the grant as grantees of the reserve. Now, secondly, with regard to the original leases from the Public Trustee—that is to say, the leases other than the confirmed leases—all I desire to point out to the Committee is that it appears to be a very serious matter—a very serious matter indeed. Who can

deny that the agricultural leases granted to these persons after the passing of the Act of 1884, containing Glasgow clauses, provisions for compensation for improvements, and protecting such improvements—that leases so granted, bearing the seal of the Public Trust Office, and purporting to be executed in pursuance of the statute and the regulations thereunder made in pursuance of an order of the Governor in Council—who can deny that the tenants who have made improvements on the faith of these leases must be compensated if that legislation is to be repealed? Why, sir, these leases have been dealt with, they have been assigned and mortgaged, money has been advanced on them, and spent on the faith of a title bearing the seal of a public officer of the colony. Is it to be said that because the words in the 8th section of the Act of 1884 are “regulations to be issued,” and because the regulations of 1883 were not issued after the passing of the Act of 1884, that these people are to lose their money, and that the Parliament, the Government, and the department who made the mistake are to be free from liability? There is a large number of these leases issued under the authority of the department, bearing its seal, and purporting to be issued under public regulations: is it to be said that the people who hold these leases shall have no compensation for the improvements they have made?

Mr. Stewart: How will that apply to the confirmed leases?

Mr. Bell: I have not come to them yet. What I now say is that, in respect of these leases granted since 1884, purporting to be in pursuance of the statute and the regulations thereunder, and bearing the seal of the colony, the colony is bound to hold these persons harmless. Here I shall apply the same argument to the case of my clients, the confirmed-lease holders. Whose fault was it that the regulations are invalid, if they are invalid? If the leases contain clauses which were not authorised, and yet the Government and the department executed leases containing such clauses, and if persons have advanced money on the faith of the public seal, whose fault is it that injury has been done? Who is to bear the loss?

Mr. Stewart: Did the Natives consent to the leases?

Mr. Bell: I do not know that they were asked. The Public Trustee was bound to consult with such persons as he thought were able to judge of the views of the Natives on the point.

Hon. the Chairman: What I understand you are contending for is that, with regard to these leases, if there has been any defect or any irregularity, the lessees are not to be held responsible.

Mr. Bell: I go further; if you are going to repeal the legislation on which we depend, we say that you will take from us that footing on which we are prepared to go to the Courts, and you cannot take it from us in any case without providing for what you give in every instance where you take a man's property away from him. I now proceed to the case of the confirmed-lease holders. I have produced the returns of these and they are now before the Committee. I may here state that I have been able to collect only nineteen of the confirmed leases. I would have been able to produce more if I had had time to make copies. I first ask the attention of the Committee to sections 3 and 4 of the Act of 1880, as follows:—

“3. The Governor is hereby empowered in such manner as he may think fit to make a final settlement of every claim or grievance of any nature arising out of any award, promise, or engagement howsoever made, by or on behalf of the Government of the colony, in respect of land situate within the confiscated territory, and, so far as it may be expedient, to do so in accordance with the said reports, and to issue Crown grants in fulfilment of such awards, promises, and engagements.

“4. The Governor in Council is hereby empowered to make and set apart reserves for Natives within the confiscated territory, to be inalienable by sale, lease, or other disposition, and to issue Crown grants for the same, subject to such terms, conditions, and limitations as he may think fit. Also to make and set apart reserves for the benefit of Natives, to be alienable, but which shall be disposed of under the authority of an Act of the General Assembly to be thereafter passed for regulating such disposal, and not otherwise.”

Now, Sir Robert Stout has led the Committee to assume that these reserves are reserves made in pursuance of awards made, and promises or engagements entered into with the Natives. On this point he is in error himself, and he has led my learned friends here into error. That is not the case. Awards, promises, and engagements are provided for by section 3, in respect of which awards, promises, or engagements Crown grants were issued to the hapus for lands set apart for the Natives. But I must insist on the distinction which I have already pointed out between land which has been reserved for the benefit of the Natives and land which has been granted to them in pursuance of some promise or engagement, in the latter case the land granted to them being their own property as much as the land of the European is his property. These reserves are granted out of lands of the Crown, which is confiscated territory, and not in pursuance of any promise or engagement but in pursuance of the policy of the country, and to make provision for the Natives living here.

Hon. the Chairman: Is there anything to identify these leases as having been made under section 4?

Mr. Bell: Yes; the Acts which were passed for regulating the disposal of these lands were the Acts of 1881, 1884, 1887. The grants to Honi Pihama and Manaia, for instance, and others are grants of land to the grantees in pursuance of section 3. Under the Act of 1881, I may remind the Committee, these reserves are to be dealt with, not as the Natives themselves may choose to deal with them, but as future legislation should direct. We have been told that the management of their own lands has been taken from the Natives. In the original Act, which authorised the making of these reserves, it is provided that they shall be dealt with and disposed of by authority of an Act of the General Assembly and regulations thereafter to be made for such disposal, and “not otherwise.” Is it not, then, unreasonable on the part of Sir Robert Stout to come here and say you are dealing with Native land and taking away from the Natives the rights of the Natives, when you find that the Act itself, which gives power to make the grants, provides that the lands are to be dealt with by authority of an Act of the General Assembly and the regulations thereafter to be made, and not otherwise?

Mr. Stewart: In the interest of the Natives?

Mr. Bell: It does not use those words, but I admit that may be the intention. The report of the Commissioners (Parliamentary Paper G.-2, 1880, page 39, Part XII.) refers to what is called the abandonment of confiscated land. The Commissioners say that the land confiscated has never been abandoned, and that the reserves can only be made by the grace of the Crown. In the preamble to the Act of 1881 reference is made to the 4th section, and not to the 3rd section, of "The West Coast Settlement (North Island) Act, 1880." The preamble is in the following terms: "Whereas by the fourth section of 'The West Coast Settlement (North Island) Act, 1880,' the Governor in Council is empowered to make and set apart reserves for Natives within the confiscated territory, to be inalienable by sale, lease, or other disposition, and to issue Crown grants for the same, subject to such terms, conditions, and limitations as he may think fit; also to make and set apart reserves for the benefit of Natives, to be alienable, but which shall be disposed of under the authority of an Act of the General Assembly to be passed for regulating such disposal, and not otherwise: And whereas it is expedient to make provision accordingly." The Act of 1881 begins, then, by declaring that it is passed for the purpose of carrying out the provisions of the 4th section of the Act of 1880. The Crown has said, "We create these reserves; the management of them shall be in the Public Trustee; he shall lease them; he shall deal with them." The 8th section of the Act of 1880 provides that the Public Trustee shall have full powers of management. He may exchange, lease, or otherwise dispose of them in such manner as he, in his discretion, shall think best for the benefit of the Natives, and with a view to the promotion of settlement—with a view to both. It was to be the duty of the Trustee, as far as convenient in the exercise of the powers given him by the Act, to consult the Natives who might be in the grant, and to act in accordance with their wishes as far as possible. Section 5 provides that the Governor may make, alter, and revoke regulations for the proper management of the reserves.

Mr. Stewart: Looking through these Acts, it would appear that, with a view to the beneficial management of the reserves, the Natives were to be consulted.

Mr. Bell: Then we come to the 7th section—

Hon. the Chairman: Of the Act of 1881?

Mr. Bell: Yes, sir. No reserve which has been made alienable in any way shall be so alienated except with the concurrence of the Public Trustee. That is a clause referring generally, no doubt, to section 3 as well—he has not the management, but he has the power to prohibit any dealing. By section 8 of the same Act a Reserves Trustee was to be appointed. This is a different person altogether from the West Coast Commissioner. The Reserves Trustee is an officer of the Public Trustee. The West Coast Commissioner was, and is, an officer of the Parliament: he holds the West Coast Commission under the authority of Parliament. By section 11 of this Act of 1881 it was provided that the Trustee might lease for agricultural purposes to any person, for a period not exceeding twenty-one years, subject to such provisions in the lease as shall seem fair and reasonable. Now, I ask, what would any layman say who read that clause, or take it to mean but that the Public Trustee had full powers to make leases, including any provisions which he considered fair and equitable? I am not going into the questions of law which Sir Robert Stout has raised; I am quite prepared to meet him outside this Committee on that point. Sir Robert Stout admitted that the limitations of section 11 did not apply to the case of the confirmed leases being specially excluded by the last words of section 18. By section 18 of the Act of 1881 it is provided as follows:—

"And whereas certain Natives entitled, or who may become entitled, to reserves granted or to be granted under the said Act have already leased the same or portions thereof for specified terms of years to various settlers, who have entered into possession, occupied, and improved the same, and the validity of such leases is doubtful: Be it therefore further enacted,—The Governor in Council, on being satisfied by the report of any Commissioner under the said Act—(1) that any such lease was made *bonâ fide* and granted by the persons since shown to be entitled to the land described in the lease, or that, subsequent to the issue of a Crown grant for such land, the said persons have confirmed such lease; (2) that the terms of such lease were fair and equitable to the Natives at the time when the lease was granted; (3) that the rents and conditions have been duly paid and performed—may confirm such lease for the term for which it has been made, notwithstanding anything contained in section eleven of this Act.

"The power of confirmation hereby granted shall not extend to any lease which may have been granted since the passing of 'The Confiscated Lands Inquiry and Maori Prisoners' Trials Act, 1879.'"

Pursuant to this Act a number of leases were confirmed by Sir William Fox, but the confirmation was not of much use. A difficulty at once arose [G.-3, 1883, page 19]. The Committee will have to consider whether they will ask for the original of this document, a part of which has been omitted from the print in the Appendices. The Committee will judge whether they require to ask for the original. The date of the report is the 12th May, 1883. I had better read the whole of this paper:—

"A difficulty has presented itself in reference to a portion of the work of the West Coast Commission, the removal of which will probably require the action of Parliament.

"This difficulty is in connection with the position of a number of persons who have, during a period of several years previous to the appointment of the West Coast Commissions, obtained leases from Natives of lands which have now, on the recommendation of the present Commissioner, been made reserves, and been granted to the tribes or hapus which have been found to be entitled to them.

"The attention of the Commissioners of 1880 was called to the existence of these leases at an early period of their work, but as they were manifestly illegal transactions, and not in any way involved in the solution of the questions existing between the Natives and the Government of the colony (into which solely the Commissioners were appointed to inquire), they put the subject on one

side, and confined their investigations and actions to the ascertainment and fulfilment of the obligations of the Government towards the Natives. However, during the session of 1881, the present Commissioner having obtained further insight into the subject of these leases, and considering that the lessees had acted in a *bonâ fide* manner, and had invested large sums of money in improving the leased lands, and that their tenancy had been on the whole satisfactory and beneficial to the Natives, and not otherwise to the colony, he suggested to the Government that power should be given to him to confirm these leases on certain conditions which were embodied in the Act of that session ('West Coast Settlement Reserves Act, 1881'). Section 18 of that Act enables the Commissioner to confirm the leases referred to on the following conditions: (1.) The lease shall have been made *bonâ fide*. (2.) That it shall have been granted by the persons since shown to be entitled to the land described in the lease, or that subsequently to the issue of a Crown grant such persons have confirmed such lease. (3.) That the terms were fair and equitable to the Natives at the time when the lease was granted. (4.) That the rents and conditions have been duly paid and performed. (5.) That the power of confirmation should only extend to leases granted before the passing of 'The Confiscated Lands Inquiry and Maori Prisoners' Trials Act, 1879.'

"The Commissioner has lately called upon the parties claiming leases to produce them to him. About fifty have been submitted, and so far as he has examined into the circumstances he has reason to believe that in the larger number of cases all the above conditions have been fulfilled, except the second. That condition, however, appears to be fatal to the claims of almost the whole; for it happens that, in the apportionment of land to the various hapus the members of which are specifically mentioned as grantees in the several Crown grants, there is hardly a single instance in which the lessors and the grantees are identical. The grantees in almost every case are greatly more numerous than the lessors, and each lease generally covers an area of land which is now subdivided among several hapus, some of which, perhaps, do not comprise any of the lessors in the particular lease. The result is that none of these can be confirmed under the power given in the Act of 1881.

"Assuming that the Government will recognise the equity of the leases, and desire to carry out the spirit of the enactment in the Act of 1881, I beg to suggest that a short Act be passed, as early in the session as possible, giving the Commissioner power to confirm such leases (though the lessors and grantees be not identical), provided that he is satisfied that at the time the leases were made the lessors were the leading chiefs of the tribe or hapu interested in the land in question, and in accordance with Maori usage were entitled to represent, or in the habit of representing, the tribe or hapu in a transaction of this sort. But in case of any lease being confirmed under these circumstances the rent shall be paid for the future to the Public Trustee under Act of 1881, who shall distribute it among the persons to whom the land is now granted, he ascertaining (as in other cases where he has granted leases under that Act) the proportion to which each grantee is entitled—a thing which in both cases will have to be settled among themselves.

"Another solution has been suggested, to the effect that the existing leases should be cancelled, and that the Public Trustee should be empowered to grant new ones to the present tenants under the system prescribed by the Act of 1881, except the submission of such leases to public tender, and the limitation as to acreage empowered by that Act. The Trustee might also be authorised to increase the rent in any case where he thought it too low. . . . The question is becoming a burning one as regards both Europeans and Natives, and should be settled as soon as possible. . . ."

You will find that Sir Robert Stout, who leads my learned friends in this matter, complained throughout his speech, not of the arrangement of the Public Trustee, but of the legislation. The Act of 1884 was founded on the report of Sir William Fox, presented to Parliament in 1883. It appears to me that the Act of 1884 was passed in pursuance of a request by the Commissioner appointed by Parliament to inquire into the very matter. He tells Parliament what ought to be done, and Parliament does it accordingly. Sections 10, 11, 12, and 13 of the Act of 1884 are in pursuance of the request made by Sir William Fox to Parliament. Sir Robert Stout complains that the Act of 1884 gave us what he calls a "renewal." He was mistaken there; but Sir Robert Stout is so fair an antagonist in these matters that if he could be present now I believe he would admit that he had made a mistake. It must be remembered that the lessees had something to give up. I will show the Committee what the difficulties were, and what it was that the lessees gave up. The Committee will remember that the Act of 1884 did provide that the Public Trustee might accept surrenders, and that, in pursuance of Sir William Fox's recommendation, he might, in lieu thereof, grant new leases of the lands comprised in the surrendered leases at a rental to be computed upon the improved value of the land. Sir William Fox assumed that, in cases where the rents in the surrendered leases were manifestly too low, the Public Trustee might increase them, but this provision of section 13, that the rent is to be computed upon the improved value, is not a part of the recommendation of the West Coast Commissioner, and therefore might properly be amended, as it was by the Act of 1887. When we stand on Sir William Fox's report as the foundation of the Act of 1884 we must logically show that the special provision amended by the Act of 1887 was not one of the matters recommended by Sir William Fox, or introduced into that Act by his sanction. The new leases were to be subject to the provisions "of the Act of 1880 and of this Act, and to all regulations made thereunder." But the section goes on to enact that the terms shall be such as shall be agreed upon by the Native owners of the land. That is a matter dealt with in 1887. There are two parts of section 13 amended in 1887—first, the rental computed on improved value; and, second, the provision that the terms should be agreed to by all the Native owners of the land.

Hon. the Chairman: You are speaking now of section 13 of the Act of 1884?

Mr. Bell: Yes, sir. The reasons which induced Sir William Fox to make this report, and which led to the Parliament being advised, and the Government satisfied, that this process of surrender should be adopted in regard to the new leases were: First, a matter of convenience of

management. The dates of the confirmed leases extended over the whole year; there were over fifty of them; the rents were made payable at dates varying throughout the year. The work of the collection and distribution of the rents was found to be unmanageable in the Public Trustee's Office. The distribution had to be made among a very large number of Natives. Practically it was found extremely difficult to collect and distribute these moneys unless the times for collection and distribution should be one fixed and stated period for all. The whole thing was found to be unmanageable. This I undertake to prove. I might also say that this state of things was found to be equally disadvantageous to the Maori as to the European. The second ground was that the lands included in the confirmed leases were not sufficiently described. By the survey which was required to be made by the Acts of 1881 and 1884 the leases were found to overlap. They were found, as Sir William Fox states in his report, to run into the reserves of other hapus. I produce a plan showing one instance of this—the Whareroa Reserve—where the leases run into one another and into other reserves, each reserve being owned by separate grantees; so that it was impossible to deal with the land or distribute the rents. In regard to the third ground, there is a complication in regard to the leases, which Mr. Mackay has informed me of, but I confess I do not very well understand. The fourth ground was that there were difficulties about the registration of documents: the title having been ascertained by the action of Parliament, the reserves and leases are, so to speak, cut in half by grants to several persons after the ascertainment of the title; so that the registration of the several documents became impossible. The result of this position was that the advantages anticipated could not be obtained, and improvements could not be made to any extent. But there was this further point, to which I call special attention: that the persons who had leases from the Natives had, as was admitted by Ngarangi in his evidence before the Native Affairs Committee in 1887, obtained promises of renewal. They were protecting themselves with regard to improvements in the usual way that men who have Native leases do protect themselves—namely, by arrangements for renewal. You will recognise that it is the practice of every holder of a Native lease, before the expiration of his term, to endeavour to make an arrangement with the Native owners for a new lease. In some cases, almost as the term commences for one lease, agreement has been made for a renewal. Now the chances of renewal were taken away by Parliament changing the ownership of the land, or, rather, changing the management—taking the power from the Native and giving it to the Public Trustee, and thereby preventing some lessees from obtaining the benefit of their agreements where agreements had been made, and others from having the chance of making any agreement.

Hon. the Chairman: You are speaking now of the Acts of 1880 and 1881: it is the Act of 1881 which gives the management.

Hon. Captain Kenny: When the Trustee took over the management of the lands, was he not bound to carry out the promises made by the Natives?

Mr. Bell: None of them.

Mr. Stewart: There was only power to confirm the leases if they were considered fair.

Mr. Bell: If the Government thought fit he might confirm the leases themselves: he was bound by nothing in the nature of an arrangement for renewal. He was bound to put every lease up to public tender; so that he could not grant renewals. Thus a right had been taken away. Call it what you will it was a something which the lessees valued. They were being asked, and they were perfectly willing, of course, to surrender their leases, but they were surrendering leases for long terms; indeed, in some cases the terms of the leases do not run out until after the year 1900. What I want the Committee to understand is this: that my clients were surrendering their terms, and were taking the chance of having their rent increased.

Hon. the Chairman: Under the 13th section?

Mr. Bell: Under the 13th section: If they did that, then the reasons for giving them a renewal and a longer term were—first of all that they were persons actually surrendering rights; second, that it was a public convenience that they should surrender; third, that they were surrendering something which was entitled to an equivalent. The equivalent which was offered by the Act of 1884 was that they, holding upon a rental calculated upon the unimproved value, were to be called on to pay on the improved value for the unexpired term of their then leases, in some cases beyond the year 1900. I do not think the Committee will fail to appreciate the unfairness to persons holding actual leases for a considerable part of the term at the unimproved value of being asked to take a lease for the same term and a term beyond at an increased rental calculated on the improved value, and that chiefly or partly for the convenience of the department, and to accord with the recommendation of the West Coast Commissioner.

Mr. Stewart: A surrender was quite optional, and had to be accepted by the other parties.

Mr. Bell: In their cases I will be able to show that these persons had in the vast majority of cases made agreement with their Native landlords to renew their terms.

Mr. Peacock: Were the arrangements such that the Natives could be kept to them?

Mr. Bell: They were such as they could be kept to had the land been the subject of lawful dealing. I ought to say here that I am prepared to show that those persons who pushed across the Waitotara and took land did so at the request of Sir Donald McLean—they were asked to go and settle, and they accordingly took leases from the Natives, and began settlement. What is called "illegal" is simply dealing with land which had not become subject to the complete investigation of the Native title. I submit that this Act of 1884 required, obviously, amendment in the interests of the Natives. It is true that the result of the amendment that was made has not proved to be to their pecuniary advantage. That is a mere accident. The Committee will remember that those persons who were the lessors in the confirmed leases were not all the persons who had been ascertained to be owners of the land included within the grant. If you are going to take a surrender of these leases and grant new leases, inasmuch as you cannot do so on the old rental (that is manifest), and inasmuch as you are going to exclude public tender, then you must ascertain

some fair method of arriving at the rent. That is not provided for in the Acts of 1883 and 1884. The process by which the rent was to be arrived at had not been specified. It was provided that it should be the result of some kind of arrangement. But it was impossible to find the lessors—half of them were at Parihaka; many of them were dead. Any one who has anything to do with Native lands must be aware that infants and married women are included in the grant. In this case many of them had gone to stay with Te Whiti. In many cases there were considerably more than a hundred persons in the grant. No rational provision had been made for dealing with this difficulty. In all other leases it had been provided that the Public Trustee was to make them, after ascertaining, in such manner as he thought best, what were the wishes of the Natives; but in the case of the confirmed leases that fact was forgotten, and negotiations had to be entered upon with the Native lessors. A large number of the lessors did agree to renewal. I submit then that the rent had to be ascertained in some way or other: to fix it upon the improved value was an error, because the lessees were surrendering in some cases short terms, in some cases long terms. The chances of renewal had been taken from us. It was manifestly unfair that we should have to pay upon the improved value for the periods during which the old terms overlapped the new.

Hon. the Chairman: What would have been the effect if section 7 of the Act of 1887 had not been enacted?

Mr. Bell: Section 13 of the Act of 1884 would have been useless. We could not make an arrangement with all. If you have to arrange terms to which two hundred Natives will agree you will find it an impossible task; half of them might even be dead by the time you had completed arrangements with the others.

Hon. the Chairman: Why was the provision of the Act of 1884, as regards valuation, not adopted in the Act of 1887, together with some practical machinery.

Mr. Bell: I submit that it was unfair; that these words are not in accordance with Sir William Fox's recommendation; that in consequence of the overlapping of the terms, and because we were giving up something as well as the Natives, section 13 was unfair. For these reasons the Act of 1887 amended the law of 1884. Not only the Government of which you, sir, are a member, but also the Government of which Sir Robert Stout was a member, amended that provision on account of its manifest unfairness and impracticability. It was accepted by Mr. Taipua so amended, and he withdrew his opposition.

Mr. Stewart: That is, it was altered by adopting section 7 of the Act of 1887.

Hon. Captain Kenny: Is there any understanding that the rent of the renewed leases shall be upon the improved value?

Mr. Bell: I will call evidence on that point.

Mr. Stewart: You say there was no surrender prior to the Act of 1887 coming into operation?

Mr. Wilson: There was no attempt to surrender.

Hon. the Chairman: No surrender under the 13th section of 1884?

Mr. Bell: The improvements were commenced before the Act of 1887; they were made on the authority of something that took place between the then Reserves Trustee, Mr. Mackay (who is now West Coast Commissioner), and the lessees by authority of the Government. That is a matter which I would ask the Committee to bear in mind. The improvements were commenced before the Act of 1887, and were made on the authority of something that took place between Mr. Mackay and the lessees with the authority of the Government. The amendments which were required in the Act of 1884 were two—first, because the rental upon the improved value was unfair for the reasons given; second, because the provisions for arriving at the terms of the new leases were impossible then as they are now. There is another point to which I ask the Committee's attention—it is, that by section 9 of the same Act of 1884 it was provided that any lease for agricultural purposes granted by the Public Trustee might be extended to thirty years. No limitation was imposed upon the Public Trustee as to what terms he might consider equitable for the extension of the twenty-one years' lease authorised by the Act of 1880 to a lease for thirty years. Section 8 provides that agricultural leases may be granted for thirty years; so he might grant a nine years' extension of leases other than confirmed leases on such terms as he might think fair and equitable. Why Parliament, which gave him power at the expiry of an ordinary lease to grant an extension of it to thirty years, should impose upon us, who were giving up something for our extension, the necessity of getting an impossible consent from hundreds of Natives I am not able to say. That we stood in any exceptional position as to extension of our terms before the Act of 1887 is not true. The Act of 1884 had provided for an extension on such terms as the Public Trustee might consider just and equitable in ordinary leases. He was authorised to consider the question of compensation for improvements, and then to extend the twenty-one years' lease to a lease for thirty years. Now, if that was the intention, why should it be said that we stood in an exceptional position? I must ask the Committee to bear in mind again what I have said when considering this position after 1884 in regard to valuation for granting compensation for improvements. Why should these reserves be dealt with differently from other lands administered by the Public Trustee? In December, 1884, a meeting took place between the leaseholders at Patea and Mr. Mackay, who was then the Reserves Trustee. Subsequently he was West Coast Commissioner. Mr. Mackay gives an account of what passed at that meeting, and it will be found in a parliamentary paper (G.-7, 1887). The date of the meeting is the 9th December, 1884. This is an important paper. The discussion is reported, with questions put to Mr. Mackay and the answers. He told them of certain things that would be done. He thought there would be a valuation by arbitration under the Act of 1884. There he was wrong, because he omitted to notice that the regulations of 1883 in regard to the close of the term did not apply.

Hon. the Chairman: Is that what Mr. Hammerton calls the implied promise given by Mr. Mackay?

Mr. Bell: It is a statement of what was intended to be done by the department in providing for new leases if the existing leases were surrendered. There was a Bill, I believe, introduced in

1886 (which did not pass) for the purpose of getting the impossible provision of the Act of 1884 amended. In 1887 a petition was presented to this House—that is to say, a petition of leaseholders, and one by Ngarangi, to which I will briefly refer. It is a report of what passed in the Native Affairs Committee (Parliamentary Paper G.—3A, Session II., 1887). Questions are asked by the Hon. Mr. Ballance, showing what were his views in regard to the legislation which he introduced in the first session of 1887. The Hon. Mr. Ballance asks Ngarangi this question (page 220): “Do you know of any promise made when the leases were granted, for the renewal of them?” Ngarangi replies, “Some people do agree that the leases should be renewed; others do not. I object very strongly. You, Mr. Ballance, must recollect that I objected to lease a piece of land.” I would ask the Committee to refer to this; I think it a very important document. The Public Trustee appears to be exceedingly anxious to get rid of these reserves. They are, I have no doubt, a source of annoyance to him, and, though he has made no complaint, still there is no doubt that he would be glad if this Committee should report with such a recommendation. This is what I wish now to put to my learned friends: Supposing this Committee recognises that the Act of 1884 provided an impossible method for determining the new leases and the new rent—suppose it should agree with Sir William Fox in recommending that the existing leases should be surrendered and new ones granted, what process would the Committee determine upon for ascertaining the rents? An agreement between the lessees and the Native grantees is obviously impossible. The present rent would be unfair, because it has not been agreed to by any appreciable number of grantees. To leave the matter to the Public Trustee is possible, but would obviously be unpopular. Can anything, then, be fairer than the process of arbitration? Suppose this Committee had to say, “We are not satisfied; we will have them reascertained;” what other process, what more fair or equitable process, could they adopt than that of arbitration?

Mr. Stewart: It appears to be rather an expensive luxury.

Mr. Bell: I will come to that presently; but I may say here that, if the charges are unreasonable, we had to pay them. I will now call the attention of the Committee to the Bill introduced by the Stout Government in the first session of 1887. This particular Bill I am now referring to passed the House and went up to the Council. It provided that, on the surrender of a lease under section 13 of the said Act, the rent under the new lease to be granted was to be computed upon the value of the land and improvements, less the value of any substantial dwelling-house, &c. I do not say they went the whole length of the provisions of the Act of the second session, but when dealing with that part of clause 13 of the Act of 1884 which said the terms should be such as might be agreed on between the Public Trustees and the lessees they provided that two Native Assessors should be appointed for the purposes of the valuation. One of the Native Assessors was to be appointed by the Native owners; if the Natives would not choose, then the Governor was to appoint. They did not then contend that the Act of 1884 was fair, equitable, and just.

Mr. Stewart: There is a marked difference between the 7th and the 13th sections of the Act of 1884.

Mr. Bell: The Act of 1884 provides that the Public Trustee may grant a new lease, on such terms, subject to the said Act, this Act, and to the regulations made thereunder, as may be agreed upon. Then, the 7th section of the Act of 1887 refers to the “existing regulations under the said Act,” and continues, “on such terms, subject as in the Amendment Act mentioned, as may be decided by arbitration as provided by the said regulations.” If ours be the true reading of the law, will the Committee interfere to take away from us rights conferred by statute?

Mr. Stewart: Do you say that section 13 practically incorporates section 8 of the Act of 1884, which enables the Public Trustee to allow for improvements?

Mr. Bell: You will see that is so if you look at section 9, which provides for the extension of leases from twenty-one to thirty years. It is incorporated in the same way in the Acts of 1884 and 1887. I submit, therefore, that the Acts of 1884 and 1887 are fair and just. They recommended themselves not only to one side of the House but to both sides. I submit that what presented itself to two Parliaments and to two Governments as fair and just was fair and just. I do not know how I am to get at a better way of estimating what is fair and just than to note the fact that the amendments of both these points in the Act of 1884 were assented to by all parties, and practically proposed by two Native Ministers in two Parliaments, and carried by the House of Representatives in two separate sessions of two distinct Parliaments of the year 1887.

Mr. Stewart: Compensation would only apply to improvements after the new lease was to take effect.

Mr. Bell: I will be prepared to contend that the improvements made since 1884 ought not to be taken away. They were made on the faith that new leases would be granted on the surrender. Money has been spent on them. It is not equitable to take them away from my clients.

Mr. Peacock: You leave it, then, a moot point whether the improvements prior to the new leases were such as should be compensated for?

Mr. Bell: Equitably, I say, we are entitled to them, and legally I am prepared to defend them if the law is not altered. What took place was this: After the passing of the Act of 1887 Mr. Rennell called a meeting, and explained what was to be done. The Act was translated into Maori, and circulated in the district. Ngarangi had a petition before Parliament. Mr. Taipua went to his constituents. The Act of the first session was translated, and Ngarangi's petition was discussed before the Native Affairs Committee in the first session.

Mr. Parata: I do not think that Ngarangi had his petition in the first session of 1887. I may be wrong. He was, however, here in the first session, and Mr. Taipua spoke on the Bill in the first session. His speech is in *Hansard*.

Mr. Bell: Mr. Taipua certainly knew what was going on in the first session. He went up the Coast to see Taurua, a leading man on the Coast. There was no concealment in the matter at all. I submit it is quite out of the question to suppose that the Natives did not know in 1887 what was being done. What took place which caused gentlemen like Mr. Williams and Mr. Fisher to

come here? There was an agitation by these two persons, with others, to bring back the state of things that had before existed, and which had been eminently beneficial to themselves. To promote the objects of these persons these confirmed leases were put in the forefront, for the purpose of renewing the agitation against the Public Trustee's management. One of their objects was to prevent the collection of the rents by the Public Trust Office, so that the moneys would get into the hands of a few Maoris. The mode in which the rents were collected and distributed by the Public Trustee was eminently calculated to prevent that, and also to prevent those cash orders, which Mr. Fisher spoke about receiving in the old days, passing through his hands. The whole of this agitation was directed to bring about the return of the old state of things in which these two gentlemen were interested. The Natives were led to believe that they had a serious—a real grievance. Upon this material they fomented dissatisfaction among the Natives, which is not so much a dissatisfaction with the confirmed leases as discontent created by what they are told by these few persons. They want the money distributed in the way suggested by the Native witness, who said that the Committee of Natives would consist of "rangatiras." There would be no women or children with a right to participate in the money; but these "rangatiras" would decide in what way it would be distributed. This was the state of things which the administration by the Public Trustee was intended to get rid of. I want to say this in regard to the questions I put to both Mr. Williams and Mr. Fisher: The necessity for putting them was painful to me. I assure this Committee that I did not ask those questions without weighing seriously my responsibility in doing so. There is no duty more disagreeable than that of asking questions of that description of persons who come to give evidence before a parliamentary Committee. But the Committee will do me the justice to believe that I could not bring before them the kind of consideration in which these men are held in their district without showing what were the circumstances that have brought them into prominence here. It is an exceedingly difficult thing with gentlemen like Mr. Williams, who gave his evidence with great gravity and with an apparent sense of responsibility, to bring before a body of gentlemen, who are entirely unacquainted with him or the Coast, the whole of the circumstances connected with his conduct, without which they cannot know what weight should be attached to the statement he makes without at the same time bringing before them some part of his past life. Nothing could be more discreditable than the account he gives of his own transactions: he, a licensed interpreter, sworn not to derive profit while acting in that capacity, buying in his own name, witnessing the signatures, according to the regulations, to deeds in his own favour, but taken, for the purpose of concealment, in the name of another; subsequently receiving large sums from the Natives, and paying the money into his own account, then becoming bankrupt immediately afterwards for the purpose of evading a debt, as he states; then, having a claim of £1,000 against the Government, but quietly refraining from putting it forward, and being now in the position of an owner of 40 acres of land on which he is living at Stratford. I desire not to say anything against him, but I submit whether it is fair to us to bring forward persons like Messrs. Fisher and Williams as evidence to carry weight with a body having to consider a question of such gravity as that now before this Committee. I say it is not fair. With regard to Fisher, I need only to refer to his record and the charges which a Committee of this House has found against him. I do not know how any man can be entitled to credit if such things can be said against him. I therefore submit that neither Fisher nor Williams are entitled to the slightest credit as regards what took place on the Coast in connection with these leases. Both Fisher and Williams gave some evidence as to value. Mr. Williams was a blacksmith, and was connected afterwards with some land-purchase transactions. He has been for some time past living on this small bush-farm. He is not, I submit, a man whose opinion the Committee would trust in regard to value. So with regard to Fisher, I endeavoured to get from him some particulars of his experience in valuing, but the answers he gave were not satisfactory. However, he did give some evidence on one or two points with regard to the high rents paid by persons who leased from Europeans. In those cases I am informed that the circumstances are altogether exceptional. Some of them are leases for very short terms—in some cases for a year—to put sheep on. I am told that the land in this district will not carry sheep, and I will adduce the evidence of people from the district, who will prove that men are by some special circumstances forced to pay rent for land which is not at all worth the amount. I undertake to prove that these arbitrations were fair; and, if I do that, it seems to me it would exclude evidence as to whether the values ascertained by the arbitrators are correct. I submit that if you have a tribunal set up by Parliament for the purpose of making inquiry, and the tribunal so set up has arrived at a conclusion, based upon evidence with which they are satisfied, and justice is done, you are bound to accept their judgment as final. I will undertake to prove that these were honest arbitrators.

Mr. Stewart: Do you not want something more than honesty in an arbitrator? Would you not require some intelligence and ability?

Mr. Bell: I apprehend, the tribunal having been selected by Parliament, the arbitrators having been chosen for their intelligence and experience, there arises no objection on the ground that they are incompetent and that their award should be accepted as final. They constituted a tribunal set up for a particular purpose; they took evidence; they were men of ability and knowledge of the matters brought before them; and that you, this Committee, are not in the nature of things competent to review their decision. Any twelve of us could probably deal with an ordinary matter as well as a selected jury; but, a jury having arrived at their decision, we cannot review the verdict.

Mr. Peacock: Have we not a right to consider whether the values were fair? Is it not our duty to go into that?

Mr. Bell: What you have to ascertain is whether the proceedings were just—whether the tribunal was a fair, just, and equitable one: if you find that was so, I submit that you would have to report that such were the facts, and you could only say that you were not competent to decide whether the arbitrators had fixed the values correctly. I undertake to prove that the tribunal was a fair, just, and equitable one; the persons who composed it were men of the highest honour and in-

tegrity; that the methods adopted for arriving at a conclusion were likely to produce the best results. I will undertake to prove that the arbitrators personally visited and inspected the land in every case; that the Natives themselves were heard, and gave evidence as to value; that in every case the rent fixed was such as commends itself to the experience and judgment of men known to be highly honourable men living in the district, who are thoroughly competent to form an opinion on matters of the kind. I will call these witnesses before you. Take the instance of Mr. McLean, who was umpire in the cases arbitrated by Messrs. Livingstone and Nolan. He was not called on in any case to give a decision as umpire, in each case the arbitrators agreeing. But Mr. McLean, a man greatly respected in the district, a large farmer, who has been settled there for the last seventeen or eighteen years, still living there, will tell the Committee, as he told me, that if he had been called to give a decision he would have given a rent not exceeding 6d. either way different from what the arbitrators awarded. What better test could you have of the competence of the arbitrators than the judgment of such a man, who sat in Court and heard the whole of the evidence, and went on the land to investigate every particular? He says that the award of the arbitrators was in every case within 6d. per acre of the true value. I do not propose to do more than give general evidence except on two cases. I think the Committee will want to hear something about Ross's agreement. A special point has been made in regard to Gower's lease. I will prove the particulars in that case, for there is a specially large reduction there. Special evidence will be given with regard to the question of costs. I will prove that we suffered a great injustice in this matter, for we have had to pay three-fourths of them. But how were these costs incurred? The Natives kept out of the way; they evaded service; they would not receive either the notices or the awards, and they drove the people out with sticks when they came to serve the notices upon them. The costs of the service, therefore, represent a very large proportion of the costs. I contend that we have been most unjustly compelled to pay three-fourths of them, while the Natives have to pay one-fourth. If they had appointed an arbitrator on their own behalf instead of most unwisely refusing to do so—if they had accepted service, as they should have done, the costs would have been very little. But the costs have been enormously increased by their action, and three-fourths of these costs we have had to pay. In one case the tenant was ordered to pay the whole of the costs; in every other the lessees are obliged, as I have said, to pay three-fourths. When Sir Robert Stout told the Committee that the costs in one case were £80, which the Natives had to pay, that was, I presume, a slip on his part. He used that statement (even if he had not said the Natives were ordered to pay these costs)—it was a kind of proof that the arbitration was not only improper but injurious to the Natives. But the action of the Natives was very injurious to us, because it increased the costs enormously which we were called upon to pay. An honourable member of the Committee yesterday, in reference to this question of costs, seemed to assume that there was something in them which showed that the arbitrators themselves were unjust. The arbitrators were bound to serve these notices on the Natives: they had also to serve on the Natives copies of the awards, or to see that it was done. My clients have had to pay the whole of the costs, and are entitled to recover only one-fourth from the Natives. I repeat that the proceedings were properly conducted; that the Natives were heard whenever they wished to give evidence; that the arbitrators were fair, honourable, and just men; that their award was a fair and just decision; and that the rents found under them are also fair and just. Sir Robert Stout told the Committee that he wants legislation for certain purposes which he indicated. Mr. Taipua wants to abolish the Trustee. Both Sir Robert Stout's and Mr. Taipua's Act ought to be properly entitled "The West Coast Leaseholders Confiscation Bill." We were prevented by the passing of the Act of 1889 from obtaining leases to which we were entitled. People who had advanced money for the purpose of getting their title—for some of the leases had been executed—have been prevented from obtaining their security. Some of these leases—two of them we know of—have been sold or assigned for valuable consideration; others have been mortgaged to banks. These are to be questioned, and the legislation of last session perpetuated.

Mr. Peacock: He (Sir Robert Stout) said he did not intend to disturb those leases which had been already executed.

Mr. Bell: We say we are prepared to defend our position in the Supreme Court. But we go further, and ask, "Supposing the Committee to come to the conclusion that the Act of 1887 enacted fair and just provisions (we do not get compensation for improvements under the Act of 1887; we get it under the Act of 1884, if we have it at all), and if the Committee also come to the conclusion that the proceedings have been just and fair, then, ought the Committee to leave us to fight a series of legal actions in the Supreme Court with a body of Natives who cannot pay our costs if we succeed? If the Committee come to a conclusion different from that suggested by Sir Robert Stout, under which our property would be confiscated, then I submit that we are entitled to ask for an Act to declare that these leases should be executed under the awards which have been made.

Mr. Stewart: Have awards been made in all instances?

Mr. Bell: No, not in all cases: there are five or six in which there has been no surrender; some cases in which surrender has been prevented by the Act of last session. We submit that the Committee should not recommend the legislation suggested by Sir Robert Stout; and we contend that the alternative is, that we are forced to go to the Supreme Court to contest a series of actions, unless the Committee, being convinced that the awards were fair and just, should recommend the legislation I now ask for.

Mr. Levi: It has been stated, sir, that the reserves dealt with under the West Coast Settlement Acts are not in any sense the property of the Natives, and my friend Mr. Bell has contended that these reserves are in exactly the same position as all Native reserves in the colony,

all of which are vested in the Public Trustee. Now, sir, he did not point out one respect in which these reserves differ from all those other reserves. These are the only reserves which are Crown-granted to the Natives.

Mr. Wilson: Excuse me. Part of Greymouth is, there being 500 acres Crown-granted to twenty-six Natives.

Mr. Levi: If so, that is the only case. The Act of 1880 provided that the Crown grants should issue to the Natives, and provided that the lands should be alienated under the authority of a statute which should be subsequently passed. That Act was passed, and provided that they should be alienated by the Public Trustee. And my friend stated in this connection that the Natives could have nothing more than a life-interest, at any rate, in these lands. It has been already suggested this morning that the Natives had power to alienate by will: whether they have power to alienate to Europeans is immaterial. At any rate, successors are appointed to these Natives—to the specific Natives who die: whether the will of the Native dying is taken into account or not is of no moment. The interest of the individual Native who dies goes to other individual Natives in the same way that property would pass from a European who died intestate.

Mr. Wilson: It is only done on the application of the successors.

Mr. Levi: The principle is all that I want to establish. It is stated that there is nothing more than a life-interest; and I say that there is no more a mere life-interest than in any case of property in European lands, in which there could be similarly said to be a mere life-interest, because a man cannot enjoy it after his death. In some instances the Native Land Courts have actually partitioned these reserves—divided them up, and given certain portions to certain Natives. It has also been asserted that these reserves are different to any of the other reserves, because they come from the grace of the Crown. I submit that that cannot be considered in the matter at all. There were certain disputes. The Natives were in actual occupation of this land, and these disputes were settled by certain Crown grants being issued to certain Natives. They were issued on the condition that they should be alienated, under the authority of the statute subsequently passed. That was the only condition. Section 4 of the Act of 1880 shows clearly it was always intended there should be grants, and the question whether European interests were to be considered is not touched upon in that section. I might also point out that the Natives are called “the Native owners” throughout the Acts of 1881 and 1884.

I submit, sir, that the policy of the Act of 1881, which was the one that dealt with the administration of these reserves, is clear. It is clear, of course, that provision was made that there should be a proper settlement of part of these reserves. It was intended that part should be leased, and that they should be properly settled. Section 11 of the Act of 1881 provides that every lessee shall make certain agricultural improvements, and it has provision for limitation of the holdings and area; and in several other ways it provides for *bonâ fide* settlement of this land. But section 11 also contains a provision which shows that these lands were not to be dealt with the same as Government lands, but that they were to be dealt with in such a way that the Natives should get the full benefits obtainable from them. The rents were not to be determined upon a small percentage of the capital valuation for the time being; they were to be determined by public tender or by public auction. What does that mean? What does that provision mean but that the best rent should be obtained? And, as a matter of fact, subsection (3) (b) of section 11 provides that the rent to be reserved should be the best improved rent obtainable at the time. I submit that that clearly shows the policy of that Act—viz., that the Natives should obtain the full benefit of the lands for the time being. It was not intended at all that the policy of settlement should be such as to in any way interfere with the Natives getting the fullest benefit which could be possibly obtained from the land. Section 18 of this Act provides that certain leases, which had already been granted by the Natives before the reserves were Crown-granted, and which were consequently illegal, should be confirmed by the Governor in Council upon certain recommendations of the Commissioner. It of course provides—and my friend has pointed out—that these leases may be confirmed, notwithstanding the provisions of section 11. For instance, if the area is more than 640 acres they can be confirmed, and I do not for a moment dispute that. I submit the effect of the confirmation of these leases is this: Certain leases had been granted; the lessees had entered into possession and had started to make improvements, and it was necessary to protect these lessees, notwithstanding that their leases were illegal. These leases were confirmed under the above Act at the request of the lessees concerned; and surely, sir, after confirmation it cannot be said that they should bind one side and not the other. I submit, sir, that, as these leases were confirmed at the request of the lessees, who at that time considered them advantageous leases, which they wished in their entirety to retain, it is only fair that the lessees should be kept to the terms and conditions which they entered into in those leases.

It has been urged by my friend in reference to the Act of 1884 that before the passing of that Act this report of Sir William Fox, in G.-3 of 1883, was issued. My friend has referred to the Appendix No. 4 of that report, and he has attempted to show a connection between that appendix and certain portions of the Act of 1884. I would wish to again particularly refer the Committee to that appendix. It deals altogether with a specific difficulty that arose. It is headed “Memorandum on a Difficulty in connection with the Confirmation of certain Leases requiring the Action of Parliament.” The difficulty that arose, as is there pointed out, was that the lessors granting the leases were not in every case the same persons as the Natives appearing in the grants; and Sir William Fox suggests that the leases should be confirmed notwithstanding that discrepancy, provided that they could be shown to be *bonâ fide*, and that certain other conditions were complied with. So that this suggestion, sir, is merely a proposal to get over a difficulty as to the confirmation of the leases. But Sir William Fox finishes up his memorandum in this way: “Another solution has been suggested”—it will be observed that he does not suggest it himself—“to the effect

that the existing leases should be cancelled, and that the Public Trustee should be empowered to grant new ones to the present tenants under the system prescribed by the Act of 1881, except the submission of such leases to public tender and the limitation as to acreage empowered by that Act. The Trustee might also be authorised to increase the rent in any case where he thought it too low." I submit that that suggestion is merely an alternative one to the other. They are two alternative suggestions to carry out the same object in different ways. The meaning of the clause which I have read is evident. What he means is that there may be some technical difficulty in confirming these leases, because the names of the lessors do not agree with the names of the grantees, but that perhaps the best way will be for the lessees to give up their leases altogether, and to get fresh leases from the Public Trustee instead of confirming the old ones. But what Sir William Fox meant was that these fresh leases should be for the same terms; that they should be leases for the expiry of the old terms, to stand in the places of the leases to be cancelled. But this latter alternative suggestion was not adopted; it was his first and principal suggestion that was embodied in the Act of 1884.

Now, sir, I submit I can show the actual reason of the passing of section 13 of the Act of 1884, and I contend it was clearly this: When these leases were confirmed under the Act of 1881—or, rather, when there was provision made that they should be confirmed—the lessees complained, and rightly complained, that in one respect they had not been treated fairly. They said, "We have leased these lands from the Natives for fifteen or twenty-one years, and at the end of those terms, or before that time"—for Europeans generally try to get renewals from Natives before the expiry of their terms, as has been pointed out by my friend—"we would have approached our Native lessors and negotiated for renewals. But the power to grant new leases after the expiry of the present ones is taken away from the Native lessors and put into the hands of the Public Trustee, who must then put the leases up for public tender or public auction. You have taken away from us our right to negotiate with the Natives for renewals." I say that section 13 was evidently meant to give back that right to the confirmed lessees. The section is as follows: "The Public Trustee may accept from the lessees surrender of any lease confirmed by the Governor in Council under the said Act or this Act, and, in lieu of such leases, may grant new leases of the land comprised in the surrendered lease, at a rental to be computed on the improved value of such land on such terms, subject to the said Act and this Act, and to all regulations made thereunder as may be agreed upon between the Public Trustee, the Native owners of the land, and the lessees." I submit that the object of that section was—there may have been a difficulty in carrying it out, but I intend to refer to that later on—that the lessee could go to the Native owners and negotiate for renewals before the expiry of their terms. Of course they had to get the Public Trustee's consent, which would, however, have been a merely formal matter, so that the effect was that by an arrangement between both parties interested the lessees could get their renewals. Thus the right which was taken away was given back to them. It is notable in this connection that the "improved value" of the land is mentioned as the basis on which the new rent was to be computed, showing clearly that it was contemplated that these leases would be surrendered under this section near the end of the terms for which they were given. My friend has alleged that it was unfair that the rents should be fixed on the improved value, because in many cases there were long terms to run. But there was nothing in the section which compelled the surrender at that time, or at any special time, as long as it was within the terms of the lease. It was evidently intended as a facility for surrendering the lease shortly before the expiration of the term, and the lessees had a perfect right to do that under the section. They were not compelled to surrender them, and none of them did. Some had only a few years to wait until their leases were expired. In this connection, and in reference to the statement of my friend which I have just referred to, I may point out that, even if it were unfair—and I do not admit it is so—to determine the new rent on the improved value, that could be no argument in favour of far greater unfairness on the other side—namely, the fixing of rents on the unimproved value. It is a fact that in some instances the leases had almost expired before surrender in 1889. In one case there were only three days to run before the surrender was sent into the Public Trustee's office.

However, a difficulty which was not contemplated arose under this section: Negotiations were entered into for the renewal of some of the leases that were nearly expiring. Negotiations were commenced in altogether nine cases. Mr. Rennell, the Reserves Trustee, has told us that the renewals could not be completed until all the Natives in each case agreed; for the section was interpreted to lay down that every Native owner concerned was obliged to consent in writing to the new lease. Now, sir, I admit at once that there was a genuine difficulty and a hardship in these cases; but surely, sir, the difficulty could have been remedied. That was no argument for putting things on a different basis altogether, which I will submit has, on the other hand, been most prejudicial to the interests of the Natives. Surely, sir, if an Act had been passed providing for something in the way Mr. Rennell has suggested, that would have overcome the difficulty. He tells us that he suggested to the Public Trustee that to take the consent of the majority of the Natives who should be present at a meeting properly convened would meet the difficulty. An Act might have been passed carrying out that suggestion, or providing that a small committee, elected by all the Natives, should be required to consent, or something of that sort—or perhaps that those owning the largest shares should consent. If that had been done it would have got over the difficulty, and the Native interests would still have been protected; for no lease could then have been granted without, in effect, the consent of the Natives concerned. Of course the Natives have never objected to such a Bill being brought in. I would like to refer more particularly to those negotiations which took place under this Act, and which Mr. Rennell has told us about. He has told us that in all those cases which he attempted to negotiate, except in one case—and that was a peculiar case, because the rent was originally 5s., then 10s., and 15s., and the arrangement for the renewal was at 10s.,—the rents which the lessees were willing to give were increases of the old rents. Mr. Rennell was

quite right in pointing out that these rents were supposed to be computed on the improved value of the lands, whilst under the Act of 1887 they are computed on the unimproved value. But I lay great stress on the fact as showing that the lessees were willing and anxious to get leases at increased rents. And these negotiations took place about 1886, when things were not high, but almost, if not quite, as low as they are now.

I would like next to refer to Mr. Mackay's meeting with the lessees, which took place in December, 1884. I am quite unable to understand Mr. Mackay's explanation of the matter. I do not wish for a moment to cast any reflection upon Mr. Mackay's conduct. The meeting was held almost immediately after the Act of 1884 was passed, and it is reasonable to suppose that Mr. Mackay made a mistake, which was quite excusable. As to his attempt to explain it, I say that his interpretation of "improved value," as quite consistent with the determination on the values of the land less improvements, is an absurdity. I cannot follow him. My friend certainly did not put forward that view: he seemed to think Mr. Mackay made a mistake, and I think that is a fair view to take of it. I would ask particularly, sir, that the Committee should go carefully into this alleged promise; and if they go through this report of the meeting they will find that Mr. Mackay, as he has stated here himself, did not make any promise of future legislation. He was merely purporting to be explaining the Act as it then stood, and stating what was his own idea of the regulations which were to be issued. That is not the same thing as a promise. It is true that the Public Trustee has stated—I do not know if it was last year, but he has stated in evidence before a Committee of the House of Representatives that he thought there might be an implied promise. Of course my reply to that is that Mr. Mackay has distinctly stated that he did not intend to make any promise whatever, and that he actually did not make any promise. No matter what his official position was, surely the European lessees could not, any of them, for a moment have thought that he was making a promise. The Act of 1884 had been passed, and every member of the community is supposed to know the law for the time being. Surely the lessees, at any rate, would know the contents of an Act which was passed purposely to deal with their holdings. Surely, sir, they would know that, and if they looked—there was only one section of that Act which referred to them—at section 13 they would have seen that the rent was to be computed on the improved value. It has been urged that everybody cannot possibly be expected to understand an Act of Parliament; but any farmer can surely understand what "improved value" means. My reason for dwelling upon this is that the petition presented by the confirmed lessees lays stress on the fact that improvements were made on the strength of Mr. Mackay's statement. I assert that, if Mr. Mackay made a statement in direct contradiction to the law that then existed, that it could not bind anybody. If I may be permitted, I would say that a promise made in a matter of this sort—even if there were a promise—is not the same as a promise made merely as to Government land. The Natives had certain interests. The two parties actually interested were the Natives and the lessors. There is an official who has the duty of administering these reserves, but merely in a trust capacity and for the benefit of others. Surely, sir, any promise that he might make which is clearly outside his functions could not be held to be binding to the injury of his beneficiaries. Then, again, sir, I would point this out: Although great stress is laid in the petition of the European lessees upon the alleged fact that improvements have been made on the strength of this statement of Mr. Mackay's, the only evidence on that point submitted to the Committee is that given by Mr. Newland, in which he states that he built a house on his holding immediately after this statement of Mr. Mackay's was made. If the Committee will refer to the particulars of Mr. Livingston's valuations in his note-books left with them, they will find that this house is valued at £100. Mr. Newland's holding altogether was a very small one—120 acres in all. There are one or two smaller ones, but his was one of the very smallest of the holdings.

[Objection raised by Mr. Bell to Mr. Levi commenting on evidence.]

Mr. Stewart: The Committee cannot be expected to go into individual cases; we can only deal with the general question.

Mr. Levi: I admit that, sir; but this case was tendered by the other side as an example. What I say is that it is not a fair instance, and that, as none of the other lessees or their witnesses gave evidence on the point to the Committee, it is only right to assume the correctness of the statements on that head of my witnesses—namely, that no material improvements have been made on the strength of Mr. Mackay's promise. I only intend to refer to one or two facts in the evidence.

Mr. Bell: I withdraw my objection; but I desire to say the reason I made the objection was this: that, as I stated to the Committee I proposed only to call general evidence, I could not go into specific evidence, my time being limited; but it happened in the course of the evidence that one witness gave a specific example. Mr. Levi says that is the only specific example I have had to give; but my reason had been given to the Committee before that.

Mr. Levi: The witnesses did not even give general evidence on the point. No witness stated that improvements had been generally made on the strength of the promise.

After the Act of 1884 we have Mr. Cowern's statement that the lessees agitated for other legislation. He himself acted as agent for them. He came down to Wellington several times; he interviewed the Premier, I think, about it; and he acted generally for them, and attempted to get fresh legislation.

I would like to refer shortly to the Bill which was introduced by the Stout-Vogel Government in the first session of 1887. I did intend to read to the Committee a short portion of *Hansard*, but, to save time, I will refer to it without reading it. In the final discussion on the West Coast Settlement Reserves Bill, 1887, before it was passed by the Lower House, in the first session of that year, if members will refer to page 849 of *Hansard* of that session, they will find that Sir Julius Vogel, in referring to the provision that the value of substantial buildings should be deducted in determining the new rents, stated specifically that he had not understood the effect of that provision in introducing the Bill, and that he had only then, on the last day of the session, been informed by the Public Trustee that the effect would be to take these improvements from the Natives. He stated

that he had also been informed for the first time that the effect of the legislation that was proposed would be to give to the lessees full compensation for all improvements at the end of their new thirty years' leases. And the Committee will see that Major Atkinson on that occasion expressly denied that that was the case, and it was evidently not understood by the House that that would be the effect. It was, I say, not understood in the first session of 1887, nor, as I shall submit, in the second session also, that the effect of the legislation then being passed would be to give to the lessees renewals, with compensation for improvements.

However, I will not refer any further to this, but I will come to the Act of 1887 itself. I would like to point out to the Committee that that Act was passed on the 20th December, 1887, on the last day but one that the House sat—just before Christmas time, when members were beginning to depart—and there was a very short debate upon it, the only members who spoke being Major Atkinson, Mr. Taipua, and Mr. Carroll. It is evident on reading Mr. Taipua's and Mr. Carroll's speeches that they did not understand what the effect of the Act would be in giving perpetual renewals without the consent of the Natives, and altering the basis on which the new rents were to be computed; and also that they distinctly withdrew their opposition on the strength of a promise which had been made by the Premier that the control of the land should be handed back to the Natives next session. In fact, it was clearly not understood by the Parliament who passed the Bill, and probably by even the Premier himself, that the effect would be that the land could not be handed back to the Natives, but that it was perpetually removing it from their control. Now, sir, I submit that the effect of section 7 of the Act of 1887 was most unfair to the Natives, and I would like to read through that section to emphasize what I would say: "On the surrender of a lease under section 13 of the amending Act, a new lease may be granted to the former lessee at a rental to be computed on the value of the land comprised in the lease, less the value of any improvements thereon within the meaning of the existing regulations made under the said Act, and on such terms, subject as in the Amendment Act mentioned, as may be decided by arbitration, as provided by the said regulations, except that the Governor may in default for one month, from any cause by either party, appoint an arbitrator for such party in default." The section in itself looked a very innocent one, and I can quite understand that any one who read it could not at the time contemplate what the effect would actually be. What the effect actually was I now propose to show. In the first place, the effect of section 13 of the Act of 1884, by providing that the terms were to be such as should be agreed upon by the Public Trustee, the Native lessors, and the lessees—in effect, providing that no new lease should be granted without the consent of the Natives, and thus effectually protecting their interests—was, that it was impossible under that section to renew the leases at other than what the Natives, at any rate, should consider fair rents. But section 7 of the Act of 1887, by providing that the terms, instead of being determined by the Natives, the Public Trustee, and the lessees, should be determined by arbitration, in effect, took the control of the Natives altogether away. The position was this: Before, it was optional with the Natives whether a new lease should be granted or not, for, as they had to agree to the terms, they could refuse to agree to any terms; but, after the Act of 1887, although they could appoint an arbitrator to act for them, his sole province was to fix the rent, and perhaps the terms, it having been already decided by the Public Trustee that there should be a new lease. The practical effect has been that the lessees have, in every case where they have kept up the terms of their old leases, become practically entitled to a new lease. Before, the Natives could say whether they would renew the leases or not, but afterwards the lessees became practically entitled to a renewal without the consent of the Natives. That, I submit, is the most detrimental effect of that section.

Mr. Stewart: Section 7 does not repeal the consent of the Natives, as required under section 13 of the Act of 1884.

Mr. Levi: Yes, sir. [Mr. Levi again read section 7.]

Hon. the Chairman: You argue that section 7 of the Act of 1887 supersedes section 13 of the Act of 1884?

Mr. Levi: Yes, sir. It has been construed in that way, and the Natives have not been asked to consent.

Mr. Wilson: And that construction has not been contradicted.

Mr. Levi: That is the same view as I take of it.

Mr. Wilson: It turned a permissive right into a compulsory one.

Mr. Levi: Mr. Wilson has put it in a nutshell. That is the way the Public Trustee has interpreted it. Therefore, when my friend says, "What process could be fairer than arbitration for settling the rents impossible to be settled under the Act of 1884," I submit that it is hardly a fair statement, and does not explain the actual effect of section 7, which turned a permissive right of renewal—that is to say, with the permission of the Natives—into a compulsory one. I say it is practically compulsory, and it has turned out so, for every lessee, except where great *laches* had been committed, has got a renewal without the consent of the Natives.

My friend has expressed a doubt as to whether the leases which will be granted in pursuance of these awards, in providing for compensation for improvements, will give compensation for those improvements made before the granting of the new leases. I submit that there is no doubt whatever on the point. The fact that these lessees are entitled to compensation for improvements at all—the fact that they are entitled to thirty years' leases—depends upon the fact that the awards are to be made subject to the existing regulations, and the existing regulations contain a form of memorandum of lease which is to be used, that form providing for compensation.

Hon. the Chairman: Will you repeat your argument on that point?

Mr. Levi: Mr. Bell stated that it is doubtful whether the compensation for improvements which the lessee will get at the end of his lease given under the awards will include compensation for improvements made before the granting of that lease. I say there is no doubt whatever that it would include those, because the form of lease given in the regulations, which is the only ground for giving a lease of that kind at all—the only ground for giving compensation for improve

ments—provides as follows: “And it is hereby agreed and declared between and by the parties hereto that within three months before the determination of this demise by effluxion of time all buildings and fixtures, including fencing, on the land hereby demised which shall be deemed to be substantial improvements under the regulations. . . . shall be valued by arbitration;” and so on.

Hon. the Chairman: Would it not go further than you suggest, and say if there had been improvements made by the Natives on the land—supposing one acre had been cleared and laid down by the Natives before any lease was given at all—that it would include that?

Mr. Levi: Certainly. It does not provide that it shall be the improvements made by the lessee during the term, but all the improvements on the land at the end of the term.

Mr. Stewart: The usual provision is “Improvements made during the term.”

Mr. Levi: Now, we say that the lessees are not in fairness entitled to any renewal at all—that is, of course, unless the Natives concerned consent. My clients say, “We have granted certain leases; these leases were for fifteen or twenty-one years, and they all, or nearly all, contain express provisions that the lessees shall make certain improvements during the term; and they contain no provision whatsoever as to compensation for improvements at the end of the term. Some of them contain express provisions that there shall be no compensation.” Of course that has no legal effect—the fact of there being no provision for compensation for improvements at the end of the term would of itself cause the improvements to revert to the lessors—but it strongly illustrates this fact, that the Natives insisted on the insertion of the provision, and considered it important in granting these leases that the improvements would revert to them. I will refer the Committee to the provisions of some of the leases which have been put in by the lessees. Leases Nos. 13—which Mr. Lysaght holds—51, and 52 all provide that the lands and buildings and other improvements shall be given up at the end of the time “without being entitled to remuneration or compensation for same.” Those are the words used. And then No. 10, Okahu, provides that the lessee shall leave all the buildings, &c., in good repair “without requiring any compensation for the same.” And the lease to Mr. Symes, No. 16, provides that the lessee shall “deliver up all improvements in good repair to the lessors at the end of the time.” Then others provide that certain special improvements shall be made—for instance, that the whole of the land cleared shall be left laid down in grass; that three-fourths of the land cleared shall be laid down in grass; and other similar provisions. The Natives say, “We have granted these leases. They were illegal, and have been confirmed by the Governor in Council under the powers conferred by statute, and at the request of the lessees. Under these leases we would have been entitled to the value of the improvements which existed on the lands at the end of the terms. If legislation has been effected which deprives us of the right to these improvements, which gives renewals at rents determined on the value of the land without considering those improvements, and at the end of the new term to be granted gives compensation for improvements to the tenant, and provides for leasing again for a further term at a rent still computed on the unimproved value, and so on in perpetuum, the improvements are absolutely taken away from us altogether. These improvements which before the Act of 1887 were our absolute property have been taken completely away from us.” They say that that has been the effect of section 7 of the Act of 1887, which I say was passed without Parliament really being conscious of the injustice that was being done. They say, “We have suffered this injury, and we ask for redress.”

I understand, sir, that the reasons urged by the other side that they should get these renewals are: Firstly, that the lands have decreased in value, and that the tenants have not made the lands pay. Well, sir, that might be an argument for decreasing the rents; that might be an argument that allowances be made in the rents—and I say at once that the Natives would not object to the reduction of any of the rents which are excessive; by a competent tribunal for any part of the original terms yet to run, but provided that a similar law was made to apply to European lands, for it would be wrong and would give a very bad impression to the Native mind if legislation in the direction indicated did not apply to European as well as to Native lessors. I submit, then, that the argument as to the excessive nature of the original rents—if they are excessive—can only be one for the reduction of rents, and cannot be any argument for renewal, much less perpetual renewal. Then it has been said that the lessees have been promised renewals by the Natives themselves. Now, we are quite willing that section 13 of the Act of 1884, with such amendments as would make it workable, should remain in force. We are quite willing that the lessees should be perfectly at liberty to make such arrangements with the Natives as they can, and as I have no doubt they will in a great many cases, for renewals at fair rents. Then, lastly—and the petition of the lessees makes a great point of this—it is alleged that the lessees are entitled to renewals on account of Mr. Mackay’s promise, or alleged promise, in December, 1884. I submit that Mr. Mackay cannot and could not bind the Natives—and could not, even if he did so, promise anything which would be so detrimental to the Natives. He was, of course, in a position of trust, and I submit, sir, that the beneficiaries, who are certainly the Natives, could no more be affected by any such promise than any beneficiary could be affected by an act of his trustee who was clearly acting outside his powers. Therefore, sir, we claim that no renewal at all should be given. I think, however, it is necessary for me to go into this question: Assuming that, notwithstanding what I have said, the Committee consider that some renewal should be given, on what basis should the rents be determined? We submit that if the Committee should take that view it would be most unfair that the rents should be determined on the unimproved value of the land—that is, on the value of the land less the improvements. Of course, some of these leases have a few years to run—some ten or eleven years—but in the majority of cases they have nearly, or quite, run out. We are quite willing to accept the old rents until the expiry of the old leases, but the fact that any part of the old terms are unexpired benefits solely the lessees for the effect of giving renewals, or in reality substituting new leases at rents calculated upon the unimproved values, has been in nearly every case that the old rents have been reduced by the arbitrators; so that even for the remaining term to run the lessees benefit.

We say this, sir, that if renewals are to be granted the rents should be determined on the improved value of the lands, at any rate from the termination of the original leases. We are quite prepared to go on with the old rents, even in the solitary cases where the rent has been increased, until the expiry of the old confirmed leases; but we say after that time the new rents should be determined on the improved value of the land, because the improvements belong to the Natives. In saying that the improvements are the property of the Natives, I am assuming that the Act of 1887 was not passed, and I say that Act took away the improvements which belonged to the Natives. Now, sir, I would like also to draw the Committee's attention to some figures I have been at some little trouble to compile, for the purpose of showing what the Natives lose by these improvements being taken away from them. I have been through Mr. Livingston's bag and note-books, and I have taken out, in every case, the details showing how he arrived at his award. I have taken out in each case the total amount at which he values the land with improvements and the total amount at which he assessed the improvements. I have taken out forty-four cases, and I find the total amount of improvements in those cases is valued by Mr. Livingston at £19,821 4s. 9d., while the total value of the land with the improvements amounts to £86,770 16s. 3d. In some cases the value of the improvements amounted to more than half the total value of the land; so that the rent based on improved value would be double that based on unimproved value. In the case of George Gower, lease No. 41—that lease we have heard so much about—the total value of the land is £2,028 15s. and the value of the improvements £1,022 14s., which would be more than half; and in the case of T. H. Nicholson, lease No. 39, the total value is £2,433 1s. and the value of the improvements—

Mr. Bell (interrupting): It is not fair. Mr. Levi must put in the whole of his list; he cannot get merely selections from Mr. Livingston's books in the shorthand writer's notes.

Mr. Levi: I am quite willing to put in the list.

Mr. Bell: The whole must go in. Mr. Levi cannot be permitted to use his selections. If there was a return before the Committee Mr. Levi could comment upon it; but he cannot take certain things out of the books and get them on the shorthand writer's notes as particular instances; the whole must be put in.

Mr. Levi: The whole thing is before the Committee. Mr. Livingston's bag is there. I am quite willing to put it in.

Agreed that complete list be put in, and Committee adjourned till following day.

THURSDAY, 7TH AUGUST, 1890.

Mr. LEVI'S Address to the Committee continued.

When I finished yesterday I referred to a return made out from Mr. Livingston's note-books, showing the amounts that the Natives had lost in being deprived of the value of the improvements. I would now ask the Chairman to give direction that it may be printed. I will put it in.

Hon. the Chairman: That does not apply to all the awards, but only to those with which Mr. Livingston was connected.

Mr. Levi: Mr. Livingston acted as arbitrator or umpire in every case but one, and gave a decision either as arbitrator or umpire. However, the return will be put in, showing, in connection with this matter of the arbitration, how much the Natives lost in the forty-four cases decided by Mr. Livingston, when the value of the improvements was taken away.

Number of Lease and Lessee.	Total Valuation of Land Improvements.	Valuation of Improvements.	Number of Lease and Lessee.	Total Valuation of Land Improvements.	Valuation of Improvements.
	£ s. d.	£ s. d.		£ s. d.	£ s. d.
2. F. Riddiford ..	1,003 10 0	405 2 6	30. F. V. Lysaght ..	1,242 7 6	197 0 0
3. W. and G. Wilson ..	5,160 0 0	993 5 0	31. F. V. Lysaght ..	4,178 15 0	660 0 0
4. J. R. Lysaght ..	4,154 5 0	668 15 0	32. R. Law ..	1,609 0 0	328 12 0
5. A. S. Hobbs ..	2,090 0 0	477 18 0	38. J. Verry ..	1,878 5 0	823 9 0
7. G. Johnstone ..	395 5 0	97 5 0	39. T. H. Nicholson ..	2,433 1 0	1,116 14 0
8. G. V. Pearce ..	489 0 0	119 19 0	40. John Ross ..	6,191 15 0	1,142 19 6
10. J. S. Caverhill ..	2,272 0 0	334 12 0	41. George Gower ..	2,028 15 0	1,022 14 0
11. J. S. Caverhill ..	3,253 10 0	750 0 0	42. George Gower ..	1,095 10 0	481 17 0
12. G. S. Newland ..	707 15 0	231 8 6	43. W. and S. Gower ..	607 0 0	87 15 0
13. B. C. Lysaght ..	1,445 10 0	256 19 0	44. W. and S. Gower ..	1,047 0 0	249 10 6
14. J. R. Lysaght ..	14,446 0 0	2,336 0 0	45. George Hutchison ..	4,133 18 9	822 0 0
15. J. R. Lysaght ..	1,532 10 0	281 6 6	46. H. Turner ..	1,812 5 0	352 7 6
16. W. Symes ..	2,063 17 6	601 18 6	47. W. Wilson ..	400 0 0	195 19 9
17. W. and A. Symes ..	1,785 10 0	452 19 0	48. F. Riddiford ..	464 10 0	144 10 0
18. Wilson and Frere ..	973 18 9	127 12 0	49. D. Buchanan ..	1,374 15 0	187 12 0
19. Wilson and Frere ..	1,181 15 6	130 8 0	50. J. H. Siggs ..	1,249 15 0	228 7 0
20. Wilson and Frere ..	1,985 15 2	897 13 6	51. W. Douglas ..	623 15 0	120 4 0
21. W. McBroom ..	378 13 1	40 18 0	52. J. Copeland ..	236 0 0	137 2 0
22. D. Buchanan ..	2,422 15 0	457 0 0	53. F. V. Lysaght ..	269 0 0	62 0 0
23. D. Buchanan ..	923 10 0	371 15 0	54. F. Riddiford ..	125 19 0	41 16 0
24. F. Riddiford ..	1,644 0 0	687 14 0	55. J. S. Caverhill ..	2,665 0 0	192 0 0
*25. F. Riddiford ..	89 0 0	138 12 0			
28. F. Riddiford ..	706 10 0	367 15 0	Totals ..	£86,770 16 3	£19,821 4 9

*The arbitrators considered the improvements on this lease out of all proportion to the requirements, and assessed them in conjunction with the other leases of Mr. Riddiford's, for whose accommodation they were erected.

I would like, with leave of the Committee, to refer to one more fact bearing on this point that has come out in the evidence—viz., that the leases of Okahu and Ruaohemokei were sold by the Bank of Australasia shortly after the award to Mr. Lysaght for £2,100, thus showing the value which was put on the new lease that had just been obtained.

Hon. Captain Kenny : What was the acreage of these two ?

Mr. Levi : Over 600 acres. This return that I have prepared shows that the improvements were valued at just over £1,000.

Mr. Bell : Nearly £800.

Mr. Levi : In the return I have prepared, Mr. Livingston's valuation of improvements on these two leases comes to £1,084. Even considering the improvements as belonging to the lessee, there is a sum of £1,000 which represents the value of the lease.

Mr. Stewart : The lease is sold?—Yes.

Hon. the Chairman : You mean to deduce from that that the rents were fixed too low ?

Mr. Levi : Yes. I do not mean to say that the capital values were necessarily assessed too low ; but if Mr. Livingston's capital valuations at the time were fair, then I state emphatically that a rent fixed at 5 per cent. on the capital valuation for a thirty years' lease on the terms of the awards would create a valuable property. As it was a valuable concession to the lessees, it necessarily took something away from the Natives.

Hon. the Chairman : That is much the same thing as being too low. Will you give us the date of that sale you mention ?

Mr. Levi : Mr. Livingston's award was made in March, 1889, and it took place immediately after. There is one matter which I did not refer to yesterday—namely, how far the question of the validity of the regulations of 1883 affect the questions arising in connection with the confirmed leases. I have assumed in the arguments I have already used that these regulations are perfectly valid. Assuming that that is so, I have submitted that we have a fair claim for relief. Now, I can readily see that, as far as the original leases—the Public Trustee's leases—are concerned, if these regulations are invalid, very great hardship may be incurred by those lessees who tendered on the strength of them, though at the same time it may be unjust that the Native should suffer on that account. But, as far as the confirmed leases are concerned, we hold that, as they were taken for fixed terms of years before these regulations were made, and as the lessees have not been induced to do anything on the strength of these regulations, therefore it cannot be said that the lessees would suffer any hardship if they turned out to be invalid. They can have no vested interests, or any legal or equitable rights whatever, so far as these regulations are concerned, whether valid or invalid. In referring to section 13 of the Act of 1884, it has been stated continually by my learned friend (Mr. Bell) that the confirmed lessees were entitled to their improvements under that section—that that Act of 1884 had created vested rights in the improvements, and that the lessees were justified upon the strength of that Act in claiming the improvements as their property, irrespective of any promises held out to them inducing them to make improvements. Now, sir, I have already pointed out to the Committee that the lessees had no rights of renewal under that section unless with the consent of the Natives. The section provides that the lease may be surrendered and a new lease granted "on such terms, subject to the said Act and this Act, and to all regulations made thereunder, as may be agreed upon between the Public Trustee, the Native owners of the land, and the lessees." Now, I would point out that it is very doubtful whether the inclusion in this section of the words "subject to all regulations made thereunder" could validate regulations which must have been originally *ultra vires* ; for, could regulations *ultra vires* be said to be made "under" the Act? But even if the regulations are validated I would point this out : All the words from "subject" to "thereunder" come within the clause "on such terms" . . . "as may be agreed upon." Now, that would necessarily mean, not that the new leases were to be subject to the Acts and regulations, but that the "terms" to be "agreed upon" must be subject to the Acts and regulations—that is, they must not be at variance or in excess of them. For instance, a lease could not be granted for a longer period than the Act and the regulations allowed. But it would be absurd to say that, in fixing the terms, the leases should be necessarily twenty-one or thirty years. They are limited by the regulations and Acts, but the parties were not bound to agree upon all the full terms allowed by those Acts and regulations. Of course, if the 13th section of the Act of 1884 is interpreted in the way I have submitted, then, in interpreting section 7 of the Act of 1887, it would follow that the words substituted for the language of section 13 of the Act of 1884 must mean that it was within the province of the arbitrators to determine the length of the term and the other terms, so long as they did not contradict or conflict with the Acts or regulations ; that they could grant a lease for any less term than thirty years ; that they could grant leases without any provision for renewal, and without compensation for improvements.

Hon. the Chairman : But they could not grant any lease that gave anything in excess of the regulations.

Mr. Levi : That is what I mean. It is next necessary to consider what effect the passing of the Act of 1887 has had on the just claims of the Natives. I have argued as yet that that Act was unjust to the Natives. But what vested rights has it created in the lessees? This is probably the most important question that arises in the whole of this matter. I submit that the true bearings of the facts are these : Under section 7 of the Act of 1887, as amending the Act of 1884, it is clear, I think, that the Public Trustee was not bound to accept surrenders. In cases where the rents had been long in arrear he did refuse to accept surrenders. It is evident then that no vested interests could be created until surrender was accepted. No lessee had any right to assume that he would get a renewal of his lease. When surrenders were put in, I conceive, no vested interest could arise before the award was made, because it is evident that any rights or interests that could arise must depend on the results arrived at and in terms fixed by the arbitrators. How was it possible to have a vested interest in a lease the terms of which had not been fixed? The awards might have favoured either party. Then, in all cases, with the exception of those four in which the leases have been issued, protests were lodged immediately after the awards were issued. The regulations under which the awards were made provided that no leases could issue within one month, so as to give time for

protests to be lodged. Besides, the Natives had actively protested at the arbitration sittings, and the lessees were made aware all through, that the matter was disputed, and that attempts were to be made to get the Act of 1887 repealed.

Mr. Wilson: You are wrong in your statement that protests were lodged with the Public Trustee immediately after the awards were made. They were not lodged until nearly the end of the time.

Mr. Levi: A month was given in which protests might be lodged, and no vested interests could arise within that time, or after the protests were lodged. The attitude of the Natives all through must be taken into consideration. The lessees had notice from the beginning that the whole proceedings would be questioned; so that if they made improvements on the strength of the Act of 1887, or the awards, they were doing so at their own risk. Then, again, not one word of evidence has been given or adduced by the lessees as to any improvements made after this Act of 1887, or the awards; but evidence has been given upon that point by my witnesses, and this evidence shows clearly that the improvements actually made were of a paltry description—in fact, merely nominal, and necessary, in any case, for the working of the land.

I come next to the actual work of the arbitrators, which in a certain sense we assail.

Hon. the Chairman: Did you not say just now, Mr. Levi, that it was not incumbent on the Public Trustee to accept surrenders under the Act of 1887?

Mr. Levi: I think so.

Hon. the Chairman: Were not surrenders claimed under the Act of 1884?

Mr. Levi: I mean, of course, under the Acts of 1884 and 1887. Section 7 of the Act of 1887 says, "On the surrender of a lease under section 13 of the Act of 1884 a new lease may be granted to the former lessee," and so on. Section 13 of the Act of 1884 says, "The Public Trustee may accept from the lessee surrender," and so on. So that it is under the Act of 1884, as amended by the Act of 1887, that these surrenders are accepted; and I say that it is optional for the Public Trustee to accept or not. My learned friend has stated that we have no right to ask the proceedings of a tribunal set up by Parliament to be set aside, so long as these proceedings were conducted fairly, and the methods adopted justified. Now, I am prepared to accept that statement. What we ask is that the actual findings shall be set aside only so far as the proceedings of the arbitration were not conducted fairly, and especially so far as the methods adopted by them of arriving at those findings were not just.

Hon. the Chairman: You say "findings."

Mr. Levi: Of course I mean the awards. I do not dispute that Mr. Livingston is an honourable man, but we think that he is a man who has, like many other honourable men have in matters that come before them, a certain amount of bias. I think that can be shown from the actual awards made by the arbitrators. In the first place we find that the method he adopted for determining the rents was one which is not in any way referred to in any of the Acts or regulations. We find that he took the total value of the land as improved at the then present time, a time when, it is admitted, that values were very depressed; that he next valued the improvements which then remained on the land; that he has taken the value of the land, less improvements, and assessed the rent in every case at 5 per cent. on that value. The only reason given by any of the arbitrators for this process is that they consider it fair, because that is the way in which the Government revalue their lands which are let on perpetual lease. I submit, sir, that there is very great difference between the basis which should be taken for a fair rent as between landlord and tenant and the basis on which the State finds it politic to dispose of its waste lands on perpetual lease. The policy of the colony as to its land administration has been adopted, and properly so, with the object of encouraging settlement—that is the main object. The question of revenue from Crown lands is quite a secondary and subsidiary matter. But the whole policy of these West Coast Settlement Acts is to give the Natives a fair but full rental for their land, such as would be given between European and European. These lands in question cannot be considered State lands in any sense similar to the Crown lands of the colony. I submit that the arbitrators quite mistook the functions they had to perform in taking that basis for the rental. They did not consider at all the fact that they were granting a lease for thirty years; they did not consider that under the leases, of which they were fixing the terms, compensation for all improvements was to be given to the lessee at the end of the term. Then, again, they deducted all improvements, of whatsoever kind, notwithstanding that the Act provided only for the deduction of improvements within the meaning of the regulations. There is yet another matter they should have considered: Some of these original leases had long terms to run, in some of them high rents, in others very low rents, had been originally fixed; some of them had short terms to run; and some of them had actually expired. These were circumstances which, in fixing a basis for their awards, should have been taken into consideration in each case; but in every instance we find it is the same—5 per cent. on the capital value. Then, sir, there is another matter in which I submit that Mr. Livingston quite mistook his proper functions. He was put there as an arbitrator for the Natives. He tells us that he considered the lessees should have been mulcted in the whole of the costs of the proceedings. I may remark, in passing, that he gives as his reason for that opinion that he considered the renewals were wholly for the benefit of the lessees; and surely that statement in itself would show that the leases were unfavourable to the Natives, for what was wholly for the benefit of the lessee must be some detriment to the Natives. But I do not dwell on that. What I am arguing now is this: Mr. Livingston said that it was his opinion that the lessees should pay the whole of the costs, and the opinion of the other arbitrators with whom he sat that the costs should be equally divided, and after a long discussion they agreed to a compromise—namely, that the Natives should pay one-fourth. I consider that Mr. Livingston's position was such that if he held such a strong opinion that the whole of the costs should be paid by the lessees he should not have given way or compromised, but have left that point to be decided in each case by the umpire.

Mr. Stewart: *Prima facie*, I think the costs should be divided equally. The circumstance that it was not divided equally appears to me to be rather against the arbitrators—both of them.

Mr. Levi: If the above was Mr. Livingston's view, I say that his duty was not to make a compromise. It shows, at any rate, that he had mistaken his position. It was an important thing to the Natives, on whose behalf he was acting, as it took away from them the greater part of their rents for periods of from one to four years.

Mr. Stewart: I cannot help thinking that the arbitrators had a very extravagant notion of their own importance, so far as the evidence shows it.

Mr. Levi: On that point the evidence speaks for itself. A return has been put in by my learned friend, which, however, he has not referred to in any way, but I presume he put it in to be in some way a guide to the Committee. It is a return of the property-tax valuations for the last three periods—1882, 1885, and 1888. I have gone to some trouble to obtain the names of the different valuers of these properties. Mr. Mackay has obtained them for me from the Property-tax Office. Now, sir, I have taken my friend's return—I have taken all the assessments for 1885 and 1888, and put them under the heads of the different valuers who made these valuations. I will put in the result which I have obtained:—

No. 1, Whareroa, Mokoia, and Part Taumaha.			No. 1, Whareroa, Mokoia, and Part Taumaha.		
No. of Lease.	1885. G. V. Bate.	1888. John Heslop.	No. of Lease.	1885. G. V. Bate.	1888. John Heslop.
	£	£		£	£
2	1,161	1,136	27	1,000	649
3	4,500	4,477	28	408	560
4	4,070	3,344	30	1,250	4,750
5	2,152	1,567	31	4,500	
10	2,457	2,272	32	2,136	1,725
11	2,960	2,972	49	3,321	1,650
13	1,300	1,140	50	1,300	1,200
14	13,000	10,909	51	800	750
15	1,140	1,237	52	240	270
22	3,570	2,000	53	235	156
23	1,382	779	55	3,000	2,125
24	1,802	1,206			
25	102	170			
26	3,388	3,022		61,174	50,107
No. 2 and 3, Part Taumaha and to Whenuakura.			No. 4, Whenuakura to Waitotara.		
No. of Lease.	1885. J. Hurley.	1888. E. C. & F. T. Horner.	No. of Lease.	1885. H. F. Mason.	1888. Fookes & Thurston.
	£	£		£	£
8	600	400	7	355	403
36	1,500	1,466	12	700	854
40	6,150	4,750	16	1,798	1,903
41	4,265	3,380	17	1,539	1,924
42			18	813	1,219
43	525	450	19	810	1,215
44	800	800	20	2,022	2,023
46	2,084	1,850	21	316	422
			38	2,000	2,500
	15,924	13,096	39	2,192	2,754
			45	3,872	3,837
			47	80	532
				16,477	19,586

I dwell on this in order to show how unreliable that return is. Taking one division of the leases, valued by Mr. Bate in 1885 and Mr. Heslop in 1888, I find that the total valuations of 1885 are reduced in 1888 from £61,174 to £50,107. In nearly every case a large reduction was made. In the second class of leases, valued by Mr. Hurley in 1885 and Messrs. Horner in 1888, the total valuations for 1885 are reduced in 1888 from £15,924 to £13,096; but in the third division, valued by Mr. Mason in 1885 and by Messrs. Fookes and Thurston in 1888, the totals of 1885 are increased in 1888 from £16,477 to £19,586. Almost in every case in the last division the valuers for 1888 have largely increased the valuations. This shows, at least, the very different views that different persons take as to whether values have increased or decreased. In almost every case in one district the valuation is increased; in every case in another it has decreased.

Then, to sum up, what we ask is this: that the awards of the arbitrators be set aside, and that no renewals or substitutions be granted without the consent of the Natives interested. That is the main thing we ask. But I am, at the same time, bound to point out that, although I think we have made out a just claim to that relief, if honourable members are not convinced by my argument—if they do not consider that we are entitled to full relief—there are several degrees of less relief which, although falling far short of the relief to which I claim we are entitled, they can give us. For instance, if they consider that some renewals or new leases should be granted in the first place they can determine that the rents of the new leases shall be assessed upon the improved instead of the unimproved values.

Mr. Stewart: That would lead to another arbitration.

Mr. Levi: Not necessarily, for we have the full valuations made by the arbitrators, and there are also the Property-tax returns. If the Committee do not consider we are entitled even to that

relief they can at least set the awards aside on the ground, amongst others, that the arbitrators did not proceed on a fair basis.

Now, as to taking the control of these reserves from the Public Trustee, I do not wish to push forward my own views, especially as Sir Robert Stout has stated what his views on the subject are. But there is one matter which I must mention at this point. It is alleged by my friend Mr. Bell that the whole of the grievances of the Natives in respect to the confirmed leases have been put forward by interested pakehas—Messrs. Williams and Fisher—in order to oust the Public Trustee from the control of the lands, and so to get back the state of affairs which existed before the Public Trustee took control. I would remind the Committee, with respect to these charges, that both of these pakehas stated distinctly in evidence that it was not, in their opinion, advisable to take the reserves out of the hands of the Public Trustee. Mr. Williams said it might give more satisfaction to the Natives if that were done, but he did not think that the management would be better if that were done. Mr. Fisher also said that he did not think it would be advisable to take the administration out of the hands of the Public Trustee. Whatever view the Committee take of it, it cannot be that these gentlemen have worked up this agitation for the ulterior purposes imputed to them. I may state that my instructions are emphatic on this point, and in all my communications with Natives it has been insisted on that the getting rid of the Public Trustee is quite subsidiary to the grievances they suffer in respect to the proposed renewals of the confirmed leases. Their main grievance against the Public Trustee seems to be that they suppose that he had some connection with those evils of which they complain. Of course, it is impossible not to admit that there are difficulties in the way of simply handing over the lands to the Natives. I at once admit that some of the objections to this course which my friend has pointed out are valid; for instance, the difficulty of getting the signatures to a lease of all the grantees where there is a large number. Then as to payment of rents direct to Natives, there are difficulties, I must admit, which cannot easily be overcome. In the Bill which Sir Robert Stout has drawn there is, however, an attempt made to get over these difficulties. The difficulty of the collection of the rents by the Natives, or even by a committee of them, is more apparent to me now than when that Bill was drawn. But it is quite possible to adopt part of that Bill, so that a committee of Natives could consent to leases, whilst the Public Trustee continues to collect the rents. I would like to say this with regard to Mr. Rennell, the Reserves Trustee, particularly as a special complaint was made against him in the petition of the Natives: I can quite see that he has a very difficult position to fill. As Reserves Trustee he is surrounded with great difficulties. It would indeed have been surprising if he had always given satisfaction to all the Natives concerned. Although I think he has made some small mistakes, in the main he has filled his office ably and with fairness to the Natives. In short, our main complaint against the Public Trustee is this: He has certain statutory duties to perform, and he has, I think, so far as these confirmed leases are concerned, kept within his statutory powers. But there are certain respects in which he has discretion, and I think he has taken it for granted that wherever he has a discretion he was bound to use it in favour of the European and against the Natives—for instance, he accepts the surrender of every lease except those on which there were large arrears of rent due.

Mr. Wilson: Where the tenant had committed *laches*.

Mr. Levi: But it must be pointed out to the Committee that the lessees, or most of them, have managed to pay their rents and comply with the provisions of the leases as originally granted. All of them have managed to pay the rent except those few that have committed *laches*. I mention this by way of illustration of the fact that, as far as it was possible within his powers, the Public Trustee leaned towards the Europeans. We can also take that fact which Mr. Rennell brought out in evidence yesterday, that when these different confirmed leases were taken over the Public Trustee allowed to stand good certain prepayments of rent, some of them to a very large amount, previously made by the lessees, some of whom were also storekeepers. And in one case especially the lessee (he also being a storekeeper) prepaid or advanced in goods £1,000 on account of rent, the payment covering a period extending to the year 1898.

Hon. the Chairman: Do you contend, Mr. Levi, that the Public Trustee could have disallowed the payment of rent in advance?

Mr. Levi: I should say that he could if there was good grounds for doing so.

Hon. the Chairman: I mean that that is the tendency of your argument.

Mr. Levi: It has always been the policy of the State in this country to protect the Natives from impoverishing themselves.

Hon. the Chairman: Might it not be possible in that way to impoverish people who paid their rent in advance?

Mr. Levi: I should say that it was within his power or his discretion rather to disallow these payments, and especially to inquire whether all the Natives concerned had received their share of the payments, and signed the vouchers.

Hon. the Chairman: That is what you argue.

Mr. Levi: But I do not lay great stress on any charge of maladministration against the Public Trustee. The only way that I think he can be attacked is that where he has had a discretion, he seems to me, as I have already said, to have leaned towards the European, and against the Natives. That is the main complaint, so far as I can see, that can be lodged against him. As to whether it would give greater satisfaction to give the Natives some more control over their lands, that is another matter.

Hon. the Chairman: I would ask you, Mr. Levi, to look at this lease of Finlayson's: I want you to tell me what would be the effect of this compensation clause in connection with what you have just now been arguing. I want you to consider the compensation clause in that Glasgow lease?

Mr. Levi: In respect to the improvements made by the tenant?

Hon. the Chairman: I want to know what you consider would be the effect of that clause in the event of the existing lessee not being paid out.

Mr. Levi: As to whether he would have a further right of renewal?

Hon. the Chairman: No; how the rent would be assessed, supposing it did not pass into outside hands. What would be the basis for fixing the rent?

Mr. Levi: The lease provides as follows: "But in the fixing of the rents the arbitrators or umpire shall not be entitled to take into consideration the value of the improvements for which the lessee would otherwise have been entitled to payment." That must mean that the rent would be determined in the value of the land less these improvements. I do not see that it could mean anything else.

Mr. Bell: We do not dispute that.

Mr. Sinclair addressed the Committee.—My learned friend Mr. Bell, in referring to these reserves, seemed to think that the land is not the property of the Natives. He was pleased to put a peculiar interpretation on the word "reserves." I think he said that the reserves were allotted to preserve a foothold in the colony for the Native people. Granting for argument's sake that he is correct, the question then arises, whether the arbitration proceedings and the acts of the Public Trustee were beneficial to the Natives. Has the Public Trustee acted for the benefit of the Native people, or has he acted against the interests of the Native people, and in favour of the lessees? If Mr. Bell is correct, it was the more incumbent on the Trustee to exercise care in dealing with this land. Crown grants were, however, issued to individual Natives, in some cases with restrictions, in most cases the usual restriction against sale, and in some cases with none. Under section 14 of the Act of 1881 it was possible to have these restrictions removed.

Mr. Wilson: Only on conditions.

Mr. Sinclair: I think the case of these reserves is of a similar nature to those round about Wellington, where the Natives have obtained what is equivalent to a fee-simple, and in some cases they have sold the land. Thus, although these reserves were granted with these restrictions, the restrictions being removed, the lands, though called "reserves," became the property in fee-simple of the individual Natives to whom they are granted. The case might have been different if the Crown grants had not been issued. As regards leases issued by the Public Trustee, the bulk of which have been for lands north of the Waingongoro (there are a few north of the Tirotiromoana Reserve also), the leases were granted under the Act of 1881 and regulations of 1883. The validity of these regulations of 1883 has been seriously questioned. I am inclined to think, with Sir Robert Stout, that they are *ultra vires*; and if these regulations should turn out to be invalid, that fact would jeopardize the whole of these leases. But we are not asking that these leases should be declared invalid. That would be an act of great injustice to a large number of settlers. We say that the grants were issued to us with the restriction that the land should not be leased for a longer period than twenty-one years. We ask that these leases shall be brought back to their original status—that is, to a lease for twenty-one years—and that any doubt as to their validity should be cleared up.

Mr. Stewart: Both parties seem to have acted under these as regulations in operation: it would be a peculiar thing to say that, where both parties acted on a common footing, when you come for equitable relief, one side should take advantage of what at best is a technical difficulty.

Mr. Sinclair: If you mean by "both parties" the Public Trustee and the lessees, then both parties have concurred in accepting these leases; but the Natives never accepted them.

Mr. Stewart: But would the tenants have ever given the rents if it were not clear to them that they would get compensation?

Mr. Sinclair: If the Act does not give the powers that are contained in the regulations, and if regulations are made which extend those powers, it cannot for a moment be contended that because this is done the Natives must suffer: the maxim *caveat emptor* should apply. We contend that the powers given by Parliament to the Public Trustee and the other officers of the Government concerned in these leases are far exceeded by the regulations that have been framed with their concurrence and adopted by them. They have taken to themselves powers far in excess of what has been given by Parliament, and it is only right they should be responsible. I apprehend that the regulations are framed under section 5: that section sets out what powers the Trustee is to have in granting leases.

Mr. Stewart: You see that under section 13 it refers to all regulations made thereunder—that is, in the Act of 1881: were any other regulations *de facto* existing than those of 1883?

Mr. Sinclair: I think not. If it had been intended to validate those regulations the Act would have so stated.

Mr. Wilson: The regulations were never doubted until after the passing of the Act, 1887.

Mr. Sinclair: I maintain that those regulations have exceeded the powers which Parliament conferred on the Public Trustee: they gave him powers which he did not possess under any Act; he has acted on those powers in excess of his authority, and inasmuch as he has done so he has done wrong. With regard to the remarks which Mr. Wilson addressed to the Committee, and the meaning of the word "settlement" in the various Acts, I consider that, if Mr. Wilson had studied as carefully as I have done the reports of Sir William Fox, it would have prevented him falling into that error. It must appear to any one who reads the word "settlement," as there used, that the meaning is "settlement of all difficulties"—to clear up all questions, to settle all question as to legality of confiscating the lands of loyal and rebel Natives alike.

Mr. Bell: The language is, "to settle all difficulties."

Mr. Sinclair: Without going into the subject fully at present, I would like to make reference to the case of the Ngatirahiri and other Natives of Waitara, and the way in which Sir William Fox thought they should be treated (page 4, A.-5A, 1884). Sir William Fox says, "Reference to my

previous report (15th January, 1884) on the Ngatirahiri case will show that it is, in my opinion, one in which the confiscation should have been abandoned in the same manner as it ought to have been, but was not, in the Stoney River and Opunake Blocks.' Now, we have shown by evidence before this Committee that the lands of these Waitara Natives have been leased without their consent. It is not denied that such is the case. At least, it was in every case leased against the wish of the majority. Sir William Fox, in his remarks (on page 4, below passage already quoted), gives special caution against any attempt being made to lease these lands without the full consent of the Natives. He says also that a more than ordinary area should be left for their use, because they are an exceptionally industrious set of men, and required a great deal of land for their use, as they are farmers in a large way, and that it would be a great mistake to hastily lease so large a portion of their land as might unduly limit their own holdings. Sir William Fox's fears have been realised. Another of our main complaints against the management of the Trustee is this burning question of rents being reduced without the Natives been consulted, as shown by a return (G 175) of last year furnished to the House of Representatives, which shows that the rent of 160 leases was reduced about fifty per cent. under supposed powers conferred by the West Coast Settlement Reserves Act of 1884. No such power is contained in this Act.

Hon. the Chairman : Do you mean under the regulations we unearthed the other day ?

Mr. Sinclair : Until these regulations, as you say, were unearthed I was under the impression that the rents were reduced under the provisions giving the Trustee power of management, as stated in the return G 175 of 1889, under the Act of 1884. I have considered very carefully the Act of 1884, and in my opinion it gave no power to reduce the rents. I looked carefully through the *Gazettes* for all these regulations. The index of the Law Library may be somewhat defective, but I have been able to discover no such regulations. We contend that the Public Trustee was not justified under any of the Acts in force in reducing these rents. Sir Julius Vogel, as I have stated, came to the same opinion. These regulations we are now in possession of are also evidently made under the Act of 1881—that is, the regulations of the 25th October, 1887. Section 5 of the Act of 1881 is the only clause which gave power to make regulations. Parliament has not given the Public Trustee in this Act any power to reduce rents. The Public Trustee is merely named as the person who is to manage these estates. He represents the *cestui que trust*. Section 5 gives powers to frame regulations necessary for the proper administration and management of the West Coast reserves—powers to lease, manage, advertise to expend money—but neither expressly nor impliedly is there any power in this or other Acts to make regulations for the purpose of reducing rent. The Fair Rent Bill introduced in 1887 would have met, perhaps, this and other cases. It is well known that even after these regulations were passed Parliament refused to give authority to reduce the rent. The fact appears to be that authority was taken without the sanction of Parliament to reduce the rents. Sir Julius Vogel said during the discussion upon the Fair Rent Bill that if the Public Trustee reduced rents without the assent of Parliament he would be responsible.

Mr. Stewart : Do you mean to say that Sir Julius Vogel's opinion is binding ?

Mr. Sinclair : He answered a question put to him, and no doubt consulted the Attorney-General or some other competent legal authority before doing so (See remarks by Sir J. Vogel in *Hansard*, 10th June, 1887). Although we are of opinion that we have suffered a great many wrongs, I may state that the Natives quite agree that, if Parliament would accord to them a fair measure of justice, we should not proceed further in this matter. We maintain that a fair measure of justice would be giving the control over these lands to the Native owners. In any case the lease should be limited to twenty-one years, that there should be no right to renewal except with the assent of the Natives. If some agreement or settlement of this kind could be come to, the Natives would be inclined to waive the consideration of past misdoing, and say no more about it; but if this is not done, then the Natives consider they have a strong claim against the Public Trustee and the Government for all these wrongs that they have suffered. I know that it is the purpose of the Natives to institute actions in the Supreme Court to get relief. I do not know whether I shall be connected with that action—it is probable some other of my legal friends will be concerned with it; but I believe that a test action is to be taken. It has come to my knowledge that one or two wealthy Natives are intending to institute proceedings, and have taken the opinion of counsel. I also am in possession of information to the effect that, if a satisfactory solution of the difficulty is come to, the Natives are quite willing to have the whole of the past validated.

Mr. Bell : I would remind the Committee that this is not a reply, nor even is it a comment on the evidence.

Mr. Sinclair : I have consulted the Natives as to my withdrawing the words which I applied yesterday to Mr. Mackay in my memorandum: they seem rather vexed that I should do so. I may state to the Committee that I did not use these words personally; they have brought special pressure to bear on me to put them in: they are therefore not mine. There is another point in Mr. Bell's speech to which I would refer. Mr. Bell terms Mr. Taipua's Bill a "West Coast Lessees' Property Confiscation Bill." We consider that we have more right to term the Act of 1887 "The Native Property Reconfiscation Act," and we might call Mr. Taipua's Bill "The Native Confiscated Property Restoration Bill." As regards our request that these lands should be restored to the Natives for their management and control, I may be permitted to point out that the Public Trustee himself stated in 1887, on Ngarangi's petition, that he saw no reason why, on the expiry of these confirmed leases, the land should not revert to the Natives. He himself is, I understand, heartily sick and weary of the trouble occasioned by these leases to his office, and I am informed he would be only too glad to be rid of the control and management of these reserves.

Mr. Bell : I wish to direct the attention of the Committee to part of the argument of my learned friend. In his interesting speech Mr. Levi said that I was wrong in saying these reserves were of a different class from the Crown-granted reserves. If, sir, you will look at the Act of 1880, to which I have already alluded, you will see that under section 3 reserves may be granted. Under

section 4 this class of reserves are referred to. Now, under section 3 the grants are not properly reserves, but lands granted in pursuance of promises and engagements. Under the first part of section 4 the Governor is authorised to issue grants of inalienable land; the second part of section 4, which was the original authority for making reserves, did not authorise the Governor to issue Crown grants. In each of the other clauses Crown grants are mentioned. But this was the position in 1884: Sir William Fox resigned his Commission in 1884. Now, in the Act of 1884 some one inserted words in this section 4 under which Crown grants were to issue. It was a mistake and a muddle, as any one can discover by a careful reading of the Act. If you look to section 4 you will see that the first part does permit the issue of Crown grants absolutely inalienable; but under the second part the lands are not to be Crown-granted: they are simply to be "reserved and set apart" distinct from lands in which the Native has an individual interest. Mr. Levi, when referring to the fact that Crown grants had been issued, omitted to notice that there was no authority for it.

Mr. Sinclair: The reason section 4 was passed was that by that time the members of the two Houses had become acquainted with Sir William Fox's wishes.

Mr. Bell: Sir William Fox never recommended it.

Mr. Sinclair: Perhaps not; but at the opening of his Commission he promised it to the Natives—at least, his report says so. But, apart from that matter, I wish to call the attention of the Committee to another matter. I refer to the Hamua lease, which was granted by two women of another hapu eleven or twelve years ago. These two women had no right to the land: they did not belong to the Hamua Hapu, but to the Hapotoki Hapu. What does the West Coast Commissioner do? A few months ago he recommends this lease for confirmation, and in consequence all the grantees must suffer. There are 164 grantees, I think. The Act of 1883 says that before a lease can be confirmed the Commissioner must satisfy himself that the persons assenting to the lease are the principal persons interested in the land, and also that a proper survey has been made.

Hon. the Chairman: You say that a wrong has been done.

Mr. Sinclair: We say that these two women were not of the hapu which owned the land; they had no right whatever there: yet the Commissioner recommends this lease given by them for confirmation.

Hon. the Chairman: We must adhere strictly to the order of reference.

Mr. Sinclair: I claim that this matter is within the order of reference, as it concerns the rights of the whole of the Natives of the Hamua Hapu, who have suffered a wrong through the action of Mr. Mackay, and I ask for an opportunity of proving what I stated in my memorandum on the subject.

Hon. the Chairman: I propose to read the order of reference.

SIR,—

Re confirmation of leases by Thomas Mackay, Esq: As requested by you this morning, I now have the honour to place before you, in writing, the following act of injustice to the Natives in connection with the above, which decidedly affects their equitable rights, and, perhaps, also their legal rights.

I refer to the leases confirmed upon the recommendation of Mr. Thomas Mackay, which Sir William Fox absolutely refused to recommend for confirmation as being illegal under "The Confiscated Lands Inquiry and Maori Prisoners' Trials Act, 1879." These he refused on the grounds that they were illegal, and because on equitable grounds the lessees had no right to ask it. A list of these leases is given on page 13 of A.-5A, 1884.

My friend Mr. Levi this morning elicited from Mr. Mackay that one of these leases had actually been confirmed a few months ago under powers contained in the Act of 1884. Upon my proceeding to cross-examine Mr. Mackay, he declined to answer my questions on the subject. I had intended to have examined him upon other leases included in the list; but, as the one above mentioned was brought under your Committee's notice, it will show the distress caused to the whole Hapu, I have good reason to believe that the following facts are briefly the truth of the case mentioned, and I would respectfully request you to ask Mr. Mackay if they are so or not.

By a lease No. 8 on Sir William Fox's list (page 13, A.-5A, 1884), dated the 24th July, 1879, Moerewarewa and Tohi Taua, two women having no claim to the land, but belonging to Hapotoki Hapu lease a piece of the Hamua Hapu's land called Parapara, containing either 23 acres 2 roods or 21 acres 2 roods, for £7 1s. per annum. This land is Crown granted to certain members of Hamua Hapu, and forms part of Whareroa Reserve. In this grant there are about 150 to 160 grantees; but, as far as I can ascertain, Moerewarewa and Tohi Taua are not in the grant, nor do they belong to the Hamua Hapu. This is a clear instance of two outsiders, having no claim in the land in question, alienating, with the sanction of Mr. Mackay, land they had no right to, to the great disadvantage of the Hamua Hapu. If Mr. Mackay denies what I have above stated, I ask permission to produce evidence to prove the facts, and that this case may be taken as a fair sample of his actions in confirming leases, or else that I may be allowed to show that this is by no means the only instance in which similar leases, included in the list (page 13, A.-5A, of 1884) have been dealt with.

I have, &c.,

JOHN SINCLAIR.

The Chairman, Joint Committee,
West Coast Settlement Reserves.

TUESDAY, 5TH AUGUST, 1890.

Mr. Bell: I should be glad, sir, if you would allow my clients to be present while I make a short statement as to what occurred yesterday. You will probably recollect that yesterday I presented a draft of proposed legislation which I had your permission to submit to the Com-

mittee. The legislation which I proposed is in black ink. On the draft I added some words in red ink, carefully distinguishing it from what I proposed, and intending it to provide against the event of an adverse report by the Committee. No person who heard my speech could suppose that this was anything other than an alternative provision, which the Committee might consider if they should agree to report against us. My clients, who were not here yesterday, seem to think that the part in red ink is a suggestion which I recommend, and that the Committee were invited to adopt it, though in exclusion of their rights. I do not think the members of this Committee had any doubt as to what was intended. It was simply this. The red ink shows the alternative which in the event of an adverse decision might be adopted. I did not recommend it; but if the Committee should favour what has been proposed by Sir Robert Stout the suggestion contained in the red ink would more effectually meet the justice of the case and the equitable claims of those who have been brought before the Committee.

RETURN of WEST COAST CONFIRMED LEASES which have been surrendered, but of which Awards of Arbitrators have not been received.

Lease No.	Lessee.	Area.	Rent under Old Lease.	Term of Old Lease.	1. Lessees' Arbitrator. 2. Lessors' Arbitrator. 3. Umpire.	Remarks.
26	Davidson, J.	A. 486 0 0 R. P. 0 0	£ s. d. 121 10 0 145 16 0 194 8 0	5 years 17 years, to July 27, 1894	1. R. H. Nolan 2. R. H. Nolan	Lease surrendered, by lessee's arbitrator not appointed, owing to passing of the Suspension Act, 1889.
38	Verry, J.	500 0 0	42 15 0 64 3 0 85 10 0	7 " " 7 " " 21 years	1. J. Livingston 2. W. Cowern	Award of arbitrators herein has not been received, owing to proceedings having been stayed in consequence of the passing of the Suspension Act, 1889.

RETURN of NEW LEASES issued in-lieu of Old West Coast Confirmed Leases which were surrendered and dealt with by Arbitrators.

Lease No.	Lessee.	Area.	Rent under Old Lease.	Term of Old Lease.	1. Lessees' Arbitrator. 2. Lessors' Arbitrator. 3. Umpire.	Term of New Lease.	Rent under New Lease.	Costs of Award.	How directed to be paid.	Conditions as to Valuation and Renewal.	Remarks.
10	Caverhill, J. S.	A. 289 0 0 R. P. 0 0	£ s. d. 110 12 0 132 16 6 158 19 0	7 years 7 " " 21 years	1. J. Heslop 2. R. H. Nolan 3. J. Livingston	30 years, from July 1, 1888	£ s. d. 92 6 0	43 11 0	All by lessee	Improvements to be valued. No provision for renewal. See Form B	New lease; contains only 284 acres.
11	Caverhill, J. S.	492 0 0	125 0 0	21 years	1. Meiba Keepa 2. R. H. Nolan 3. J. Livingston	30 years, from Jan. 1, 1889	125 0 0	52 18 9	Lessee, $\frac{1}{2}$ Lessors, $\frac{1}{2}$	See Form B.	
24	Hall, G.	15 0 22	2 5 0 3 0 0 3 15 0	5 years 5 " " 5 " "	..	30 years, from July 1, 1886	4 5 0	..	..	..	Surrendered under Act of 1884. New lease granted by mutual consent. Only one grantee.
36	Bayly, G. T.	319 0 0	40 0 0	14 years, to Feb. 24, 1890	1. Meiba Keepa 2. R. H. Nolan	30 years, from July 1, 1888	34 4 0	48 8 3	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	Improvements to be valued. Renewal provided for. See Form A.	

RETURN of WEST COAST CONFIRMED LEASES which have NOT been surrendered, or of which Surrenders have not been accepted for Reasons given.

Lease No.	Lessee.	Area.	Rent under Old Lease.	Term of Old Lease.	Term of Old Lease.	Remarks.
6	Steer, J.	A. 10 1 19 R. P. 437 0 0	£ s. d. 4 0 3 87 8 0 109 5 0 131 2 0	No lease; yearly occupancy 5 years 5 " " 5 " "	..	Mr. Steer surrendered his holding, but subsequently declined to proceed to arbitration.
9	McGregor, D.	..	148 10 0 44 11 0	21 years, to July 15, 1900	..	Surrender of lease was not accepted, owing to the large amount of rent in arrears.
27	Davidson, J.	198 0 0	..	15 years	..	Lease not surrendered.
29	White, C.	28 0 0	46 8 0	5 years	..	Lease not surrendered. There is no rent payable hereunder, as lessee paid a lump sum on taking up land.
33	Gallagher, A.	232 0 0	58 0 0 69 12 0	5 " " 5 " "	..	Surrender of lease was not accepted, owing to amount of rent due at the time.
37	Morris, F. J.	14 0 0	5 0 0	21 years, to April 17, 1897	..	Lease not surrendered.
56	Owen, A.	21 2 0	7 1 0	15 years, to July 24, 1894	..	Lease not surrendered.

RETURN of WEST COAST CONFIRMED LEASES which have been surrendered and dealt with by Arbitrators, with Details of Awards, of which New Leases have not been issued in consequence of the passing of "The West Coast Settlement Reserves Acts Amendment Act 1897 Suspension Act, 1889."

Lease No.	Lessee.	Area.	Rent under Old Lease.	Term of Old Lease.	1. Lessee's Arbitrator. 2. Lessors' Arbitrator.	Term, or New Lease.	Rent under New Lease.	Costs of Award.	How directed to be paid.	Conditions as to Valuation and Renewal.	Remarks.
2	Riddiford, F. . .	A. 387 0 0	£ s. d. 60 0 0 80 0 0 100 0 0	7 years } 21 years, to 7 " } Oct. 3, 7 " } 1897	1. J. Livingston . . 2. R. H. Nolan . .	30 years, from Jan. 1, 1889	£ s. d. 28 13 0	£ s. d. 80 0 0	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	Improvements to be valued. Renewal provided for. See Form A. See Form A.	
3	Wilson, G. and W.	525 0 29	183 15 0 262 10 0 393 15 0 185 0 0	3 years } 15 years, to 5 " } Jan. 24, 5 " } 1892	1. J. Livingston . . 2. R. H. Nolan . .	30 years, from July 1, 1888	208 6 9	77 3 0	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	Improvements to be valued. No provision for renewal. See Form B. See Form A.	Area of new lease to be increased by parcel of land known as Titahawa.
4	Lysaght, J. R. . .	740 0 0	185 0 0	15 years, to June 9, 1892	1. J. Livingston . . 2. R. H. Nolan . .	30 years, from July 1, 1889	174 5 6	125 5 3	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	Improvements to be valued. No provision for renewal. See Form B. See Form A.	
5	Hobbs, A. S. . .	286 3 0	57 7 0 71 13 9 86 0 6 12 0 0	5 years } 15 years, to 5 " } Aug. 17, 5 " } 1892	1. J. Livingston . . 2. R. H. Nolan . .	30 years, from Jan. 1, 1889	80 12 1	53 18 3	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	Improvements to be valued. No provision for renewal. See Form B. See Form A.	
7	Johnstone, G. . .	61 3 0	12 0 0	7 years } 14 years, to 7 " } Dec. 1, 1889	1. J. Livingston . . 2. W. Cowern . .	30 years, from July 1, 1889	14 18 0	39 14 3	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
8	Pearce, G. V. . .	168 0 0	42 0 0	21 years, to April 1, 1900	1. J. Livingston . . 2. W. Cowern . .	30 years, from July 1, 1889	18 9 0	48 12 5	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
12	Newland, G. S.	120 0 0	48 0 0 54 0 0 72 0 0 49 15 0	5 years } 15 years, to 5 " } May 9, 5 " } 1893	1. J. Livingston . . 2. W. Cowern . .	30 years, from July 1, 1889	23 16 4	63 5 5	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
13	Lysaght, B. C. . .	199 0 0	49 15 0	14 years, to Nov. 4, 1892	1. J. Livingston . . 2. R. H. Nolan . .	30 years, from Jan. 1, 1889	59 8 6	52 15 6	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
14	Lysaght, J. R. . .	2,000 0 0	180 0 0 205 0 0	7 years } 14 years, to 7 " } Mar. 24, 1892	1. J. Livingston . . 2. R. H. Nolan . .	30 years, from Jan. 1, 1889	605 9 2	169 14 10	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
15	Lysaght, J. R. . .	190 0 0	28 10 0 38 0 0 47 10 0 83 9 6 95 8 0 116 17 0 60 0 0 90 0 0	3 years } 15 years, to 5 " } Oct. 2, 5 " } 1891	1. J. Livingston . . 2. R. H. Nolan . .	30 years, from Jan. 1, 1889	62 11 2	52 5 3	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
16	Symes, W. . .	467 0 0	83 9 6 95 8 0 116 17 0 60 0 0 90 0 0	5 years } 15 years, to 5 " }	1. J. Livingston . . 2. W. Cowern . .	30 years, from July 1, 1889	73 1 6	119 10 5	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
17	Symes, W. and A.	256 2 0	60 0 0	. . . . .	1. J. Livingston . . 2. W. Cowern . .	30 years, from July 1, 1889	66 12 6	90 12 5	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	On re-survey acreage was found to be short, the rent during second period was therefore reduced to £76 19s. per annum.
18	Wilson and Frere	406 3 0	40 0 0 45 0 0 50 0 0	14 years, to Jan. 1, 1889	1. J. Livingston . . 2. W. Cowern . .	30 years, from July 1, 1889	42 6 4	59 17 0	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
19	Wilson and Frere	405 1 27	44 9 0	14 years, to Mar. 31, 1888	1. J. Livingston . . 2. W. Cowern . .	30 years, from July 1, 1889	52 11 4	50 17 0	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
20	Wilson and Frere	505 3 29	55 0 0 80 0 0 7 " } 21 years	14 years } 21 years	1. J. Livingston . . 2. W. Cowern . .	30 years, from July 1, 1889	54 8 1	81 17 0	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
21	McCroom, W. C.	52 3 29	7 18 10 10 11 9 13 4 8	20 years, to Oct. 20, 1894	1. J. Livingston . . 2. J. Johnstone . .	30 years, from July 1, 1889	16 17 9	41 12 0	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
22	Buchanan, D. . .	501 0 0	125 5 0 137 15 6	15 years, to May 30, 1892	1. J. Livingston . . 2. R. H. Nolan . .	30 years, from July 1, 1889	98 5 9	78 0 0	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form B.	

23	Buchanan, D. . .	194 2 0	48 12 6	15 years, to July 13, 1892	1. J. Livingston 2. R. H. Nolan	30 years, from July 1, 1889	27 11 9	41 0 0	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form B.	
24	Riddiford, F. . .	515 0 0	53 9 9 77 5 0 103 0 0 128 15 0	7 years } 21 years, to Mar. 26, 1898	1. J. Livingston 2. R. H. Nolan	30 years, from Jan. 1, 1889	46 16 4	115 5 0	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form B.	10 acres 1 rood to be excluded, at option of Public Trustee, and added to new confirmed Lease No. 50.
25	Riddiford, F. . .	34 0 15	5 2 4 6 16 5 8 15 7	7 years } 21 years, to July 7, 1898	1. J. Livingston 2. R. H. Nolan	30 years, from Jan. 1, 1889	3 8 0	10 0 0	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	Two parcels added to area of old lease.
28	Riddiford, F. . .	273 3 4	13 14 0 27 8 0 41 2 0	7 years } 21 years, to May 1, 1900	1. J. Livingston 2. R. H. Nolan	30 years, from Jan. 1, 1889	18 13 9	20 0 0	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
30	Lysaght, F. V. . .	199 0 0	50 0 0 60 0 0 70 0 0	5 years } 15 years, to April 5, 1873	1. J. Livingston 2. R. H. Nolan	30 years, from July 1, 1889	52 5 4	51 1 4	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form B.	
31	Lysaght, F. V. . .	800 0 0	200 0 0 220 0 0 240 0 0	7 years } 21 years, to Dec. 12, 1897	1. J. Livingston 2. R. H. Nolan	30 years, from July 1, 1889	174 6 1	122 0 6	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form B.	By re-survey the lease was found to contain only 750 acres 3 roods. Rent for two last terms was proportionately reduced to £206 9s. and £225 4s. 6d. respectively. Burial-ground, containing 8 acres, excluded, by award, from new lease.
32	Law, R. . .	356 0 0	35 12 0 43 8 0 71 4 0 89 0 0 106 16 0	1 year } 14 years, to May 1, 1890	1. J. Livingston 2. R. H. Nolan	30 years, from July 1, 1889	64 0 4	74 4 10	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form B.	
39	Nicholson, T. H. . .	672 3 16	57 6 0 85 18 0 114 11 0	7 years } 21 years, to June 1, 1897	1. J. Livingston 2. W. Covern	30 years, from July 1, 1889	65 16 3	137 17 6	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
40	Ross, J. . .	1,000 0 0	225 0 0 250 0 0 300 0 0	4 years } 15 years, to Dec. 1, 1895	1. J. Livingston 2. W. Covern	30 years, from July 1, 1889	252 8 9	166 15 5	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
41	Gower, G. . .	845 0 0	358 5 0	15 years, to Aug. 31, 1892	1. J. Livingston 2. W. Covern	30 years, from July 1, 1889	50 6 0	100 10 5	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
42	Gower, G. . .	75 0 0	45 0 0	14 years, to Mar. 4, 1891	1. J. Livingston 2. W. Covern	30 years, from July 1, 1889	30 13 7	77 11 5	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
43	Gower, W. and S. . .	165 0 0	44 1 0 52 0 0 125 0 0 150 0 0 175 0 0	7 years } 14 years, to Oct. 1, 1891	1. J. Livingston 2. W. Covern	30 years, from July 1, 1889	25 19 3	56 10 5	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
44	Gower, W. and S. . .	997 3 0	175 0 0 105 0 0 140 0 0	7 years } 21 years, to June 1, 1902	1. J. Livingston 2. W. Covern	30 years, from July 1, 1889	89 17 6	72 5 5	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
45	Hutchison, G. . .	700 0 0	105 0 0 140 0 0	10 years } 16 years, to Jan. 1, 1892	1. J. Livingston 2. W. Covern	30 years, from July 1, 1889	165 12 0	134 17 0	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
46	Turner, H. T. . .	532 0 0	15 0 0 20 0 0 72 12 0 90 15 0 108 18 0	10 years } 21 years, to Sept. 10, 1902	1. J. Livingston 2. W. Covern	30 years, from July 1, 1889	72 19 10	109 10 5	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	By re-survey area is only 682 acres. Rent for last period reduced, therefore, to £136 8s.
47	Wilson, W. . .	726 0 0	94 19 0 118 13 9 142 8 6	11 years } 21 years, to Sept. 21, 1901	1. J. Livingston 2. R. H. Nolan	30 years, from July 1, 1889	10 4 0	54 12 5	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
48	Riddiford, F. . .	949 2 0	118 13 9 142 8 6	7 years } 21 years, to Sept. 21, 1901	1. J. Livingston 2. R. H. Nolan	30 years, from July 1, 1889	81 2 4	91 1 6	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
49	Buchanan, D. . .	949 2 0	118 13 9 142 8 6	7 years } 21 years, to Sept. 21, 1901	1. J. Livingston 2. R. H. Nolan	30 years, from July 1, 1889	59 7 2	94 12 10	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form B.	

RETURN of WEST COAST CONFIRMED LEASES which have been surrendered and dealt with by Arbitrators—continued.

Lease No.	Lessee.	Area.	Rent under Old Lease.	Term of Old Lease.	1. Lessees' Arbitrator. 2. Lessors' Arbitrator.	Term of New Lease.	Rent under New Lease.	Costs of Award.	How directed to be paid.	Conditions as to Valuation and Renewal.	Remarks.
50	Siggs, J. H. . . .	A. R. P. 430 0 0	£ s. d. 43 0 0 53 15 0 64 10 0	5 years } 15 years, to Dec. 4, 1895	1. J. Livingston . . 2. I. Bayly	30 years, from July 1, 1889	£ s. d. 52 1 4	£ s. d. 147 9 0	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form B	Proposed that new lease include 10 acres 1 rood cut out of Confirmed Lease No. 24.
51	Douglass, J. . . .	112 0 0	£ s. d. 33 12 0 39 4 0 44 15 0	5 years } 15 years, to Sept. 28, 1895	1. J. Livingston . . 2. R. H. Nolan	30 years, from July 1, 1889	25 3 0	£ s. d. 37 15 6	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A	Proposed to exclude a parcel of land containing 3 acres 1 rood 26 perches, and to include one of 2 acres 1 rood 17 perches.
52	Copeland, M. A.	30 0 0	£ s. d. 9 0 0 10 10 0 12 0 0	5 years } 15 years, to Nov. 3, 1895	1. J. Livingston . . 2. R. H. Nolan	30 years, from July 1, 1889	4 18 10	£ s. d. 14 6 6	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
53	Lysaght, F. V. . . .	47 0 0	£ s. d. 9 8 0 11 15 9 14 2 0	7 years } 21 years, to Oct. 13, 1901	1. J. Livingston . . 2. R. H. Nolan	30 years, from July 1, 1889	10 6 6	£ s. d. 28 2 10	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form B.	
54	Riddiford, F. . . .	103 0 0	£ s. d. 3 17 3 5 3 0	11 yrs. } 21 years, to Nov. 15, 1901	1. J. Livingston . . 2. R. H. Nolan	30 years, from Jan. 1, 1889	4 4 2	£ s. d. 51 9 0	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	
55	Caverhill, J. S. . . .	500 0 0	£ s. d. 87 10 0 100 0 0	6 years } 13 years, to July 19, 1898	1. J. Livingston . . 2. W. Cowern	30 years, from July 1, 1889	123 13 0	£ s. d. 135 9 0	Lessee, $\frac{2}{3}$ Lessors, $\frac{1}{3}$	See Form A.	

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