

have shown that when distributed among the 5239 ascertained owners there was, out of this reserve, but 30 acres per capita. I have also mentioned that no provision for Maoris is deemed by the law sufficient unless it amounts to 50 acres each, and no Maori is allowed to alienate, or any European purchase, any land of a native without a statutory declaration that he or she has fifty acres left for his maintenance. Nor is this necessity confined to native lands; it is applicable to Crown Granted lands in possession of the Maoris. A rich lady who moves in good society at Home, and whose name is inextricably connected with the settlement of the colony, and whose husband's name is equally celebrated in the political arena of a bygone day of the colony, wishing to dispose of certain Crown Granted lands, had to make the journey of 14,000 miles to swear per form "C" that she had received no rum, arms, or gunpowder in payment, and that she had fifty acres left for her maintenance—poor thing! I hope both Mr Coombridge and Mr Elwin will pick from my statement the points which correct theirs, and thus obviate the necessity of my mentioning that I am opposed to what they say at each item. There is much in the latter's letter which appeals strongly to me, and I should like to notice it in print if possible, especially in regard to the "gospel of labor" as applicable to the Maoris, for my wife has a long-standing offer open to find land for a technical school of manual work, if the State or an approved philanthropic body will build, equip and endow it. But he has misquoted me in that phase of the matter. I said the reserve was all that was left between the natives and "destitution"—destitution of land—not "starvation." Mr Coombridge is in error when he says the reserves are Crown lands placed into the hands of the Public Trustee to be administered for the benefit of the natives. They are Crown Granted lands so placed. The Crown Grants to the natives in every instance are older than the Public Trustee's leases. The leases are subject to the Crown Grants and such amendments as are made by the various West Coast Settlement Reserves Acts. Under those Acts are the lands leased administered, and not under the Acts which govern the administration of the Crown lands of the colony. The grants are dated at various periods during 1881, 1882, 1883. In reply to the suggestion that the mention of value in exchange is construed by the "powers" to mean that cash shall do duty in the transfer, I quote the restrictions of all the large grants: "Inalienable by sale, gift, or mortgage; alienable by exchange or lease for 21 years, with the consent of Governor-in-Council." (A.—5B.) All original Public Trustee's leases in the reserves were for 21 years under the West Coast Settlement Reserves Act, 1881. "The rent to be reserved shall be the best improved rent obtainable at the time." (Schedule to Act. B.) By the Act of 1892 all new lands must be put up to public competition by tender, at an upset rental of £5 per cent. on the capital value. Renewals are granted from time to time, "for a further term of 21 years from the expiration of the then term, at a rental equal to £5 per centum on the gross value of the lands, after deducting therefrom the value of the substantial improvements of a permanent character as fixed respectively by the arbitration."

(W.C.S.R. Act, 1892, p. 18.) In respect to the perpetual renewal, it was made legal in the same Act (1892), that again emphasised by repetition the condition of the Crown Grant, that the land was and is inalienable from sale. (Sec. 6.) Reserves may be leased by the Public Trustee at his discretion with the right of perpetual renewal, in the manner as under, etc." Section 10: "No lease under this Act shall comprise more than six hundred and forty acres of land, nor any lessee have any right to acquire the freehold of the said land." It would appear that the framers of this Act, recognising that they were destroying all provision for the Maoris in the way of land, saw the absolute necessity of preserving for them an income in money. The argument that were the freehold granted to the lessees the interest on the purchase money would bring in as much, or more, income per annum for the natives, cannot be true when renewals are to be made on the improved value of the lands less permanent improvements, whereas the purchase money banked on the sale being made would remain a fixed sum for ever, whilst the interest would not be sufficient to reimburse the natives for the loss of their opportunity to earn an income directly by farming the land. I was interpreter to the Native Land Court when important subdivisions were made, and when it was necessary to give applicants a portion of leased with a portion of unleased land, I never knew one instance where a native preferred the leased land providing an income, such as it is, to the land for his own use. I suppose the opponents of "Maori Landlordry" will gird at the suggestion of the natives obtaining an income on the improved value, but it is a position which has been forced on them against their will. The lands are theirs as a private estate, and the Public Trust Board is a selfish and interested excrement, a collector of rates and iniquitous land tax which exempts not the smallest owner, besides a large commission, and the practical expression of the proclivities of the Government in the attempt made to nationalise the private lands of the natives. I have before me the first bill prepared by Mr Ballance in 1892. It proposes to confiscate the lands by making a money payment to the credit of the natives, and thus henceforth the rents on the improved and ever-improving reserves, the private Crown Granted property of the natives, would be yearly added to the revenue of the Government. When the two parties are agreed to a transfer it is sale and purchase. When one party, who has occupied his land from time immemorial, with all the accumulated associations of family and tribe tying him to it, when he has had that land protected by a solemn treaty, and confirmed by a special grant of the Sovereign, and is utterly averse to part with his inheritance, if a sale is forced upon him, no matter what the price, it is a confiscation, and no sophism will make it otherwise. And now let me show how the Public Trust Board, the Star Chamber of Maori-land, has attempted to confiscate the native reserves under the Act of 1892. First, it vests the reserves in the Public Trustee in fee-simple, ostensibly in the interest of the beneficiaries. The plea of the leaseholders that an income from money invested is better than one from land, yearly growing in value, is quite sufficient to demonstrate how these interests can be con-

strued. But the natives had held possession from times so exceedingly remote that it is impossible to fix the date of their initial occupation, and the Public Trust Board would probably thus reply to any one thinking that possession was not necessary to its policy:

"Possession's naught? Possession's head and ale—

Soft bed, fair wife, gay horse, good steel;

Possession means to sit astride the world.

Instead of having it astride of you."

—Charles Kingsley.

And this is the way the Public Trust Board proceeded to get astride of the native grantees of the Sovereign. Let me say that the Public Trust Board was appointed to administer the natives' reserves in the interests of the beneficiaries, by the Act of 1881, those Acts which are inimical to the beneficiaries, and which defame the Crown grants, have all been made since, and had the Public Trust Board an idea of administering the trust in the true interest of the natives it would have protested against the passing of such Acts. And it had every opportunity, because the Public Trust Board is a department of the Government which initiated the legislation. As I have said, the trust is older than the statute which is destroying it. Clause 29 of the W.C.S.R. Act says: "The Public Trustee, in his discretion, may grant licenses to native owners to occupy, for the purposes of cultivation or residence or occupation, portions of reserves, upon such terms and conditions as he thinks fit." And he charges the grantee, possessor of a license, rent. If the grantee does not get a license, the Public Trustee told one of them, he has no protection. And every grantee who occupies under license acknowledges that he is not the owner, and that the Public Trustee is. And the Public Trustee sees that he pays all right, for he collects it out of the rent of the lessees and charges the natives 3½ per cent. for the cross entry in his books, besides the 7 per cent. he has charged for collecting the money from the lessee. How in face of the payment of rent can the licensed occupier ever claim to be owner? It might be thought he could do so, from the fact that the Public Trustee pays the rent to him. But the Act takes care he does not do that. The Act makes him the owner of shares, not acres, or rather the Board does. If that licensed occupier wishes to retain possession simply because he and his ancestors have been in the occupation which fitted the epoch, from time immemorial, and that he is also owner under Crown Grant, and wishes to imitate the European by being a farmer, that he is in a minor degree occupier by license of the Public Trustee, who now, however, wants the land for some other purpose, this is how the Act deals with him: "No native owner in possession of a reserve shall in any action in which the Public Trustee seeks to recover possession of such reserve be entitled to set up against the Public Trustee a right of possession grounded only upon such owner being a person entitled to a share or interest in such reserve." It may appear confusing, this apparent contradiction of terms, but we must remember that the Act was acknowledged by its maker to be crude. The intention is all right; it is to carry out a chief plank of a socialistic platform at the expense of the native. It is no use the