

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.