

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 biased, 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:—