

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