

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