

relief they can at least set the awards aside on the ground, amongst others, that the arbitrators did not proceed on a fair basis.

Now, as to taking the control of these reserves from the Public Trustee, I do not wish to push forward my own views, especially as Sir Robert Stout has stated what his views on the subject are. But there is one matter which I must mention at this point. It is alleged by my friend Mr. Bell that the whole of the grievances of the Natives in respect to the confirmed leases have been put forward by interested pakehas—Messrs. Williams and Fisher—in order to oust the Public Trustee from the control of the lands, and so to get back the state of affairs which existed before the Public Trustee took control. I would remind the Committee, with respect to these charges, that both of these pakehas stated distinctly in evidence that it was not, in their opinion, advisable to take the reserves out of the hands of the Public Trustee. Mr. Williams said it might give more satisfaction to the Natives if that were done, but he did not think that the management would be better if that were done. Mr. Fisher also said that he did not think it would be advisable to take the administration out of the hands of the Public Trustee. Whatever view the Committee take of it, it cannot be that these gentlemen have worked up this agitation for the ulterior purposes imputed to them. I may state that my instructions are emphatic on this point, and in all my communications with Natives it has been insisted on that the getting rid of the Public Trustee is quite subsidiary to the grievances they suffer in respect to the proposed renewals of the confirmed leases. Their main grievance against the Public Trustee seems to be that they suppose that he had some connection with those evils of which they complain. Of course, it is impossible not to admit that there are difficulties in the way of simply handing over the lands to the Natives. I at once admit that some of the objections to this course which my friend has pointed out are valid; for instance, the difficulty of getting the signatures to a lease of all the grantees where there is a large number. Then as to payment of rents direct to Natives, there are difficulties, I must admit, which cannot easily be overcome. In the Bill which Sir Robert Stout has drawn there is, however, an attempt made to get over these difficulties. The difficulty of the collection of the rents by the Natives, or even by a committee of them, is more apparent to me now than when that Bill was drawn. But it is quite possible to adopt part of that Bill, so that a committee of Natives could consent to leases, whilst the Public Trustee continues to collect the rents. I would like to say this with regard to Mr. Rennell, the Reserves Trustee, particularly as a special complaint was made against him in the petition of the Natives: I can quite see that he has a very difficult position to fill. As Reserves Trustee he is surrounded with great difficulties. It would indeed have been surprising if he had always given satisfaction to all the Natives concerned. Although I think he has made some small mistakes, in the main he has filled his office ably and with fairness to the Natives. In short, our main complaint against the Public Trustee is this: He has certain statutory duties to perform, and he has, I think, so far as these confirmed leases are concerned, kept within his statutory powers. But there are certain respects in which he has discretion, and I think he has taken it for granted that wherever he has a discretion he was bound to use it in favour of the European and against the Natives—for instance, he accepts the surrender of every lease except those on which there were large arrears of rent due.

*Mr. Wilson:* Where the tenant had committed *laches*.

*Mr. Levi:* But it must be pointed out to the Committee that the lessees, or most of them, have managed to pay their rents and comply with the provisions of the leases as originally granted. All of them have managed to pay the rent except those few that have committed *laches*. I mention this by way of illustration of the fact that, as far as it was possible within his powers, the Public Trustee leaned towards the Europeans. We can also take that fact which Mr. Rennell brought out in evidence yesterday, that when these different confirmed leases were taken over the Public Trustee allowed to stand good certain prepayments of rent, some of them to a very large amount, previously made by the lessees, some of whom were also storekeepers. And in one case especially the lessee (he also being a storekeeper) prepaid or advanced in goods £1,000 on account of rent, the payment covering a period extending to the year 1898.

*Hon. the Chairman:* Do you contend, Mr. Levi, that the Public Trustee could have disallowed the payment of rent in advance?

*Mr. Levi:* I should say that he could if there was good grounds for doing so.

*Hon. the Chairman:* I mean that that is the tendency of your argument.

*Mr. Levi:* It has always been the policy of the State in this country to protect the Natives from impoverishing themselves.

*Hon. the Chairman:* Might it not be possible in that way to impoverish people who paid their rent in advance?

*Mr. Levi:* I should say that it was within his power or his discretion rather to disallow these payments, and especially to inquire whether all the Natives concerned had received their share of the payments, and signed the vouchers.

*Hon. the Chairman:* That is what you argue.

*Mr. Levi:* But I do not lay great stress on any charge of maladministration against the Public Trustee. The only way that I think he can be attacked is that where he has had a discretion, he seems to me, as I have already said, to have leaned towards the European, and against the Natives. That is the main complaint, so far as I can see, that can be lodged against him. As to whether it would give greater satisfaction to give the Natives some more control over their lands, that is another matter.

*Hon. the Chairman:* I would ask you, Mr. Levi, to look at this lease of Finlayson's: I want you to tell me what would be the effect of this compensation clause in connection with what you have just now been arguing. I want you to consider the compensation clause in that Glasgow lease?

*Mr. Levi:* In respect to the improvements made by the tenant?