

further, that after the making and publishing of the awards therein referred to, the lessee shall elect as therein provided whether he will accept a fresh lease of the said lands for a further term of twenty-one years from the expiration of the then term at a rental equal to five pounds per centum on the gross value of the lands after deducting therefrom the value of the substantial improvements of a permanent character as fixed respectively by the arbitration :

And whereas it was ordered and declared by the Supreme Court on the 17th day of July, 1935, upon an originating summons in which the Native Trustee was the plaintiff and one, Violet Gwendoline Crocker, was the defendant, that the words “ a valuation of all substantial improvements of a permanent character made by the lessee during the term and then in existence on the land then comprised in the lease ” as used in the said clause numbered 56 meant a valuation of all such improvements in existence at the time of that valuation and made during the current or expiring term of twenty-one years only :

And whereas by subsection (5) of section 19 of the Native Purposes Act, 1935 (hereinafter referred to as the said section 19), section 56 of the said Act is amended by omitting from the first paragraph thereof the words “ made by the lessee during the term and ”, and it is declared that such amendment shall be deemed to have taken effect from the 1st day of January, 1934 :

And whereas it is represented that the reference in the said section 19 to section 56 of the said Act is intended to be a reference to the said clause numbered 56 in the Schedule to the said Act, and also that the effect of the amendment thereby made is that, in any case arising after the date from which the said amendment takes effect, the improvements in respect of which a deduction is, in accordance with the provisions of the said clause numbered 56, to be made from the gross value of the land, are improvements effected not only during the current or expiring term of the lease but also during any former or expired term of the lease :

And whereas the Maori beneficial owners of the reserves have, by petition to Parliament and otherwise, claimed and contended that, by the said section 19, they are suffering an injustice on account of the rentals under the renewed leases subject to the provisions of the said section 19 being consistently reduced and on account of other matters, and have prayed for the repeal of the said section 19 :

And whereas the Government desires that inquiry should be made into the operation of the law so far as it relates to the method of assessing the rentals payable under renewed leases of the reserves, to the end that what is right, just, reasonable, and equitable shall be done as well to the beneficial owners of the reserves as to the lessees thereof :