

very soon after the Act was passed, and in 1936 a deputation of the Maoris complained to the then Prime Minister, the late Right Honourable Mr. Savage, and asked for remedial legislation that year. In the meantime the then Native Trustee and his deputy had themselves become very much perturbed and alarmed at the position and suggested remedial legislation. In October, 1936, the Native Trustee asked for Ministerial instructions on the question whether remedial legislation was to be introduced, only to be met with the Ministerial minute "No action." The result has been that, instead of the injustice being remedied at once, it has continued for eleven years longer, making the solution of the problem much more difficult.

6. The net result is that a serious injustice has been done. It never should have been done at all; but, if done, it could and should have been remedied promptly—indeed, in the very next year. That it should be remedied now without further delay is, in our opinion, due no less to the dignity, self-respect, and sense of justice of the community as a whole than to the moral right of the Maoris to the redress of their legitimate grievance.

7. We are conscious that our comment may be regarded as strong, but, seeing that a great wrong has been done, and that the remedy may cost the country a considerable sum of money, we consider that we would be doing a disservice to the country if we permitted ourselves to gloss over the facts of the case and the acts and omissions that have brought about this result. We might add that our criticism is probably much less harsh than was the criticism in 1892 by various prominent legislators themselves regarding previous enactments and regulations affecting the West Coast Settlement Reserves and the administration thereunder. We recognize that it would be unfair merely to make our comments without stating the facts on which they are based. Those facts will be clearly stated later in this report.

8. During the proceedings before us counsel for both parties discussed at some length the history of these lands from the year 1863, and of the leases granted by Maoris prior to 1880, and by the Public Trustee during the "eighties" and until the passing of the West Coast Settlement Reserves Act, 1892: it was not until the enactment of the Native Trustee Act, 1920, that the Native Trustee took over the control of the reserves from the Public Trustee. It is not necessary for us to enter into any lengthy dissertation upon the historical aspect of these matters. Up till 1892 the position was, from a practical point of view, exceedingly difficult. The land comprising these reserves was virgin country, very much of it in brush and scrub. It was necessary to settle the country, but would-be settlers were naturally hesitant to take up leases unless they had security of tenure and the prospect of a reasonable return for their expenditure in effecting the improvements which were essential to the working of the lands. The leases which had been given by Maoris were for a term of twenty-one years with no right of renewal, and no provision for compensation for improvements. The leases given by the Public Trustee were originally for twenty-one years, later converted under legislative authority to leases for thirty years, and under these leases (if valid) the lessee had certain rights of renewal and the right to obtain compensation for improvements, which compensation, however, was limited to certain improvements and to a maximum of £5 per acre.

9. The leases granted by the Maoris themselves were of at least doubtful validity, and power was given by section 18 of the West Coast Settlement Reserves Act, 1881, and subsequent enactments to the Governor in Council to confirm any such lease for the term for which it was made; and under that power the leases were confirmed and were subsequently described in ordinary parlance as "confirmed leases," and we shall hereinafter refer to them by that description. As already stated, there was no provision for the renewal of those leases or for compensation to the lessees for improvements, and upon the expiration of the lease the improvements would belong to the Maori lessor.