

lessees who went on the land originally, and stayed there and worked hard on their sections. Now, it is quite conceivable that, being where they were, matters of moment and interest to themselves might have been taking place, and did take place, without their being a whit the wiser. None of those men, you will notice, who spoke as to the notices have been referred to as taking a prominent part in the matter. The two Bests were right at the back of what is now Eltham, and they told us that they worked there, and sometimes did work on the roads to try and get their rents. The same with Newell and Palmer and other men, who have told us exactly the same thing. The same may be said of Mr. Hughson, who was going to give the whole thing up, and whose brother transferred his share to him. Mrs. Mitchell also told us how she was watching and attending her invalid husband, and that she never heard anything about it at all. None of those are people who have taken any prominent part in connection with the leases under which they held. Their story is quite conceivable. I feel, with some confidence, that the settlers representative of our community are in very safe hands. I now want shortly to refer to the claim of the Native. So far I have not had an opportunity of doing so, and I should like to lay down what I submit are a few propositions regarding the Natives' claim from my point of view. First of all he says these 18,000 acres should never have been leased under this tenure. Dr. Pomare in his evidence says that if the Natives had understood in 1881 what was happening they would have been fighting still.

*Mr. Bell:* No. Dr. Pomare said that if the Natives had known in 1881 that the lands were to be leased for all time would the Natives have accepted the position, and he said, "No, they would have been fighting still."

*Mr. Welsh:* I stand corrected then. He says that the Maori has been ill treated by the leasing of his lands under the conditions in the Act of 1881, and that he is entitled to have his lands returned to him. He says that he went to the Native Minister for redress and that he handed in a Bill which would give them redress. Now, that Bill shows exactly what he asked at that time, and he hoped that that Bill had been accepted by the authorities of the day and would become law. The Rev. Mr. Haddon this morning tells us the same thing—he went home believing that the Bill was accepted by the Native Minister and would become law. Now, I handed the Bill in to the Commissioners, and I should like to refer to it very shortly. Section 2 says: "Whenever any lease granted under the West Coast Settlement Reserves Act, 1881, or the West Coast Settlement Reserves Act Amendment Act, 1887 (not being a lease which is perpetually renewable under the West Coast Settlement Reserves Act, 1892), shall expire, the land comprised in such lease shall revert in the Native grantees thereof and their successors, subject however to any restrictions on alienation to which the land was by the terms of the Crown grant thereof expressed to be subject, and subject also to a charge in favour of the Public Trustee for the amount of any compensation which shall by law be payable to the outgoing tenant, his executors, administrators, or assigns, under the terms of the lease thereof." Section 6 says: "The Native Land Court shall have jurisdiction from time to time according to its usual practice to partition the said lands among the Native owners thereof, but no such partition shall take effect until the expiry of the lease (if any) to which the land is subject, and the titles to issue to Native owners pursuant to such partition shall be subject to the same restrictions as are expressed in the grant from the Crown or in the original certificate of title under the Land Transfer Act of the land so partitioned." "7. No partition shall prejudice the Public Trustee's charge for money paid by way of compensation as aforesaid, but the Public Trustee, if he shall be satisfied to do so, may apportion any such charge among the various subdivisions of the land charged and register separate memorials according to such apportionment, if the Native owner or owners of any subdivision shall request him to do so." "8. That in the event of any tenant under any lease as aforesaid refusing or failing to give up possession of the lands comprised in his lease or any part thereof on the expiration or determination thereof, or in the event of any such tenant being in default on the expiration or determination of his lease in payment of rent or in the performance or observance of any express or implied covenant on his part, or in the event of any such tenant doing an injury to the reversion either before or after the expiry of his lease, the Public Trustee is hereby empowered and authorized to commence and prosecute, submit to arbitration, or compromise such actions, suits, claims, and proceedings as he may deem appropriate for the vindication of the rights of the Native owners in respect of the said lands, or for the recovery of possession thereof, or of the rents due, or for double rent in the case of a tenant holding over, or for damages, costs, and expenses, as the case may be." Now, my third point is that the Maori is of exactly the same mind to-day—that he is entitled to have these lands returned to him free from any lease whatever. Dr. Pomare says he asks the Government to assist the Natives to bid at auction and become the lessees of the land as a step towards getting their lands into their own hands as originally intended. He was only going to use the power of leasing as a means to an end. Dr. Pomare's words were that their ultimate aim was to get their lands into their own hands as originally intended. The only way to enable the Maori to bid successfully at auction, and the only avenue to getting the lands back, was to allow them to bid for the leases; and my friend was quite frank and said that when they got the lands back there was nothing to prevent them throwing up the leases.

*Mr. Bell:* I said, once the Maori became the lessee and the Maori consented to his lease being terminated and the land came back, there was no breach.

*Mr. Welsh:* Yes, that is so. So long as the Natives agree amongst themselves that having got the lease they are then going to turn up the lease, my friend says there is nothing to prevent it.

*Mr. Bell:* I did not say there is nothing to prevent it. My point is that, assuming they are able to work the lands, when they do that it is competent for the Public Trustee and the grantors to agree amongst themselves.