

get rid of the Proclamations which affected the Native land. He wanted to curtail the land purchases of the Government.

*Hon. Mr. Ballance*: Mr. Bryce did not rejoin them afterwards, but before the contract was made.

*Mr. Bell*: Then he was under the impression that he had not from what he says. Mr. Bryce did himself oppose this Bill in the House, but Mr. Ballance is quite right, Sir, though I am right in principle. What I meant was that he was not a member of the Government when the engagement was entered into of which the 11th clause is the mere expression in writing. In Question 75, I asked him, "I understand you were not a member of the Hall Government when the understanding was arrived at which let in this 11th clause?" He replied, "I should say not. These negotiations were going on, and had been almost completed, when I returned to the Government. The agreement, I am pretty sure, was signed after I returned; but you are quite right in saying the understanding was arrived at when I was not in the Hall Government." Therefore he was no party, as I was saying, to the engagement which is expressed, or intended to be expressed, in the 11th clause. Mr. Bryce says his policy was to curtail the Government land purchases and abandon the Proclamations wherever he could. I think there is a good deal of misunderstanding about this question of Proclamations, and although it is familiar to Mr. Ballance, I shall not be wasting time if I explain it. By "The Government Land Purchase Act, 1877," it was provided that wherever any money had been paid by or on behalf of Her Majesty for the purpose of the acquisition of Native land, a Proclamation might be published in the *Gazette*, which created an absolute bar to any person negotiating with any Native in that block. Government very frequently had only purchased one interest from one Native, and then the Proclamation was put in the *Gazette* and no person was able to deal in respect of that block. Then, under the amending Act of 1878, the Government could define its interest and abandon the rest of the land, or the Government could at any time take back the money which it had paid to any single Native, and abandon its Proclamation. Now, Mr. Bryce's policy was to abandon the Proclamations, but he never did, and never intended to, abandon the Proclamation over the Horowhenua Block. That was a valuable block of land. Nobody supposes that he ever intended to abandon it, and he never did abandon it. Now, on reference to the plan, the Committee will see what a very large element the Horowhenua Block is in this contract. Here [referring to the plan] is the Horowhenua Block, containing 55,000 acres, far more than sufficient to fulfil the engagements with the Company. On looking at this plan the Committee will further see how little other land there is within the area with which it was possible for the Government to complete this engagement. I am not certain whether they had a Proclamation over the Ngarara Block, but the Manawatu Kukutauaki was under Proclamation, and a portion of it was applied in making up the allocation to a certain amount. The Aorangi Block afterwards passed into private hands (not the Company's) by the withdrawal of the Proclamation. In fact, reference to this map will show that the engagement is really in reference to the Horowhenua Block. There is this, further: that the Committee have been led to suppose that the release of the Proclamations was a benefit to the Company—a concession to the Company; and it is put that such concession is to take the place of something else which the Government had definitely agreed to give to the Company. I was surprised when Mr. Ballance put that forward, because I am sure he would not put it forward without he had some reason to believe that the argument had force. I have been from the commencement unable to understand it. The Company got no concessions. Sir, when the Company purchased, as it did, the land released by Mr. Bryce's policy they bought land in the open market. They did not buy from the Government, or without opposition, but in the open market; and they paid a fair price. I do think that Mr. Ballance will admit, in all candour, that two positions he has taken up are an answer each to the other. He says, first of all, that the Company was paying such a high price for blocks over which the Proclamation had been lifted as prevented the Government from completing its purchases in the proclaimed blocks. This means that the Company were paying a higher price for the land than the Government could afford to give, and what concession, I would ask, did they gain by being permitted to pay higher prices than the Government could pay. Surely that answers the statement that a concession was made to us. But, Sir, it seems that we are to be penalised because we paid a high and fair price to the Natives when we acquired land. Sometimes our purchases were not profitable, and in one case (the swamp) it was a loss, though in time it may prove to be advantageous. But I do not think it is fair to say in one breath "You have a concession," and in another "You prevented us from purchasing because you paid a higher price." For this latter reason Mr. Ballance has used the word "compete." This is altogether wrong. There is no such thing as competition in the question, for the Government can buy at their own price in a proclaimed block, and no other person can buy against them. To say that we raised the price of Horowhenua Block by our purchase of the Kukutauaki Block is an entire fallacy, because the Government were the sole possible purchasers of Horowhenua. That they were able to purchase Horowhenua is shown by the fact that they did so, though after the expiration of the five years, as much as they liked. It is shown, further, that they actually paid more money upon Horowhenua within the five years, for Kemp received £500 as a further payment. Therefore they were not prevented from purchasing Horowhenua, and their statement in that respect is answered by the fact that the moment they wanted to they did buy, and indeed, at any time, if he had desired it, Mr. Ballance could have acquired the block. He does not himself contradict that; what he does say is, I think, that he was not going to expend money for the purpose of providing land for the Company, at all events, without a vote of Parliament; and he says that he had no money to purchase land for the Company. Sir, I ask whether that is fair. Did the Government which entered into the contract, of which the 11th clause was an essential part, mean that that clause had no meaning at all? As Mr. Rolleston puts it, the clause must have some meaning, and to say that the Government had no money to purchase Native lands is not correct. There was a vote which could be used, and was used, to complete the purchase of Native lands;