

THE CONFIRMED LEASES.—Arbitrators: Mr. James Livingston, for the lessors; Mr. R. H. Nolan, for part of the lessees; and Mr. W. Cowern, for remainder.

Name of Lessee.	Rent under Old Lease.			Rent under New.	Cost of Arbitration.	Name of Lessee.	Rent under Old Lease.			Rent under New.	Cost of Arbitration.
	£	£	£				£	£	£		
Riddiford, F. ..	60	80	100	28	80	Wilson and Frere ..	55	57	80	54	81
Wilson, W. and G. ..	183	262	398	208	77	McBroom, W. C. ..	7	10	13	16	41
Hobbs, A. S. ..	57	71	86	80	53	Riddiford, F. ..	5	6	8	3	10
Johnstone, Geo. ..	12	15	..	14	49	Bayly, G. F. ..	40	..	..	34	48
Pearce, G. V. ..	42	..	..	18	47	Nicholson, T. H. ..	57	85	114	65	137
Caverhill, J. S. ..	127	..	..	92	43	Ross, J. ..	225	250	300	252	166
Caverhill, J. S. ..	150	..	..	125	52	Gower, G. ..	358	..	..	50	100
Newland, G. S. ..	48	54	72	23	63	Gower, W. and S. ..	45	..	..	25	56
Lysaght, F. V. ..	49	..	..	59	52	Gower, W. and S. ..	44	52	..	39	72
Lysaght, J. R. ..	180	205	..	605	179	Hutchison, G. ..	125	150	175	165	134
Lysaght, J. R. ..	28	38	47	62	52	Wilson, W. ..	15	20	..	10	54
Symes, W. ..	83	55	116	73	119	Turner, H. T. ..	105	140	..	72	109
Symes, W. and A. ..	60	90	..	66	90	Riddiford, F. ..	72	90	108	81	91
Wilson and Frere ..	40	45	50	42	59	Siggs, J. H. ..	43	53	64	35	147
Wilson and Frere ..	55	..	..	52	56	Caverhill, J. S. ..	87	100	..	123	125

Note.—Shillings and pence have been omitted. Where different sums are mentioned, it indicates that the rent under the old leases was raised at the end of certain terms. The new leases are for thirty years, with one fixed rent. It will be seen that in many cases the cost of arbitration is out of all proportion to the amount of the rent, and that as a rule the new rent has been fixed at a much less amount than the old. Improvements are sold to the lessee at the end of the term.

10. *Mr. Stewart.*] Do you dispute that the Public Trustee has any right to grant these new leases, and contend that it was inequitable for the Legislature to sanction them?

Mr. Sinclair.] We dispute that it was equitable for the Legislature to sanction them, and also claim that the Public Trustee, or rather the Arbitration Court, has gone beyond what it had power to do. We say that the regulations on which it acted are *ultra vires*. Sir Robert Stout has already told you that there was no power to grant compensation for improvements, or right of renewal, as contained in the leases. The conditions of the grants upon which we received the land can be verified by copies from the Public Trustees. These conditions say that the land shall be held by the Natives, with provisos that it shall not be leased for a longer period than twenty-one years. I believe the original leases issued by the Public Trustee were for twenty-one years, and stated that at the end of the twenty-one years the land should be returned to the Natives, with the improvements. Now, my Natives authorise me to say that they wish to abide by the terms of these original leases. What the Natives say is this: We wish the original leases to run for twenty-one years, and at the end of that time have the right of granting a renewal or obtaining possession of the land for our own support, with no compensation; also that no leases shall be extended to thirty years. With the two exceptions of Rua-te-moko and Okahu, the original leases lie from White Cliffs to the north of Waitara, the land above Mount Egmont and the Waingongoro River. From the Waingongoro River to Waitotara we come to the district of the confirmed leases, with a few exceptions. We also intend to support by evidence our statement in the petition that the Public Trustee does not manage the land in conformity with our wishes, but to our detriment. We also say he has reduced the rents of leases issued by him—that is, original leases—on an average by 50 per cent., and in some cases a little more. Last session, I believe, a return was called for in which the reduced rents are given. I do not remember what they are, but I would like that return to be produced before the Committee, showing the prices and the amounts knocked off each of these leases. There are some 160 of them, I think. In every case the rent is reduced for five years. Now, we maintain that the reduction was absolutely unauthorised by Parliament. Demands have been made in Parliament, but have not succeeded, to get authority for the Public Trustee to reduce these rents; so, by some means or other, the Public Trustee has done so by the authority of the Board of Management.

11. *Mr. Wilson.*] Power is given in the regulations?

Mr. Sinclair.] But not in any Act, and, if regulations exceed the power given by the Act, my learned friend does not need me to advise him that such regulations are *ultra vires*. When the matter was discussed, Sir Julius Vogel said, in answer to Mr. Samuel (you will find it in *Hansard*, No. 12, session 1887, page 891), "The Public Trustee simply had no power to reduce these rents, and that if he did reduce them he would be personally liable; and if the Government authorised him to reduce them, then the Government would be liable to the Natives for the reduction of the rents."

12. *Hon. the Chairman.*] When were the rents first reduced, since or before the Act of 1884?

Mr. Wilson.] In 1887. Not until after the regulations of 1887 giving provisions framed for that purpose.

Mr. Sinclair.] The regulations are *ultra vires*, because the statute does not give the power. Another point, is that we shall show that in many instances the rent is very much in arrear, and that no steps have been taken to collect the rents. I believe in one or two cases which have come under my notice the rent is two or three years in arrear. There is power in the regulations, on declaration, to postpone the payment of the rent, but there is no power in the Act to remit rent. In reply to Mr. Monk last session, the Premier said the Public Trustee had reduced these rents by the authority of the Board of Management,—possibly by Order in Council, under his powers of management contained in the Act of 1884. So far as I can remember, that was stated by the Premier in reply to a question put by Mr. Monk. Now, I am perfectly safe in stating that the powers of management contained in the Act of 1884 did not confer on the Public Trustee that right of reducing the rents. If he had that right it would be stated. Therefore I maintain, and rightly too, that he had not that power. The Public Trustee has reduced rents for five years