

(section 13): "No lease shall be made to any person owning, nor shall any person be capable of becoming the lessee under a lease or a sublease who owns, any freehold land or land held under lease or license from the Crown whereby such person shall become either the owner, tenant, or occupier, in the whole, either by himself or jointly with any other person or persons, including the lands comprised in the lease, of a greater area than six hundred and forty acres anywhere in the colony."

And so through subsequent Land Acts and in the Land for Settlements Acts the principle has been affirmed. It was no doubt intended to apply the principle to Native lands in the Acts passed in 1895, 1900, 1901, and 1905. The intention of the Legislature has sometimes been defeated by ambiguity and looseness of language in the sections referring to the matter. We think that the intention of the Legislature should be placed beyond doubt, and in the direction of limiting the amount of Native land that should be purchased or leased and held by any one person, with a provision against subsequent aggregation through transfers or subleases.

It is outside the bounds of our Commission to inquire as to whether the limitation of area could not be dispensed with by the substitution of a graduated land-tax; but if limitation of area is a proper policy, as has been so often affirmed by the New Zealand Legislature, surely the limitation should be directly enforced.

OTHER DIFFICULTIES.

Difficulties inherent in the nature of Native-land titles present themselves to the intending lessee. In the absence of any statutory administrative body to guarantee a title to the lessee, he has to take many risks and move in the direction of perfecting the title of the owners of the land under negotiation. If the area of the block to be leased exceeds the prescribed maximum for the class of land to which its position, quality, and character assigns it, the intending lessee may, notwithstanding, obtain the individual signatures of owners and risk on a subsequent partition complications as to the allocation of the interests acquired; or he may move the owners to apply for partition, and on that being done acquire the land by two or more leases. The Land Court may, however, refuse to subdivide until the survey of the original block or subdivision has been completed. Or the title may be subject to appeals, and pending the decision of the Native Appellate Court a negotiation for a lease, if it can take place at all, would be extremely risky. Where there are minors in the title—and there is hardly one Native block without one or more minors among the owners—other complications arise which, as we noted in our report on lands in the King-country, have blocked the registration of leases.

The term "free trade" is a misnomer as applied to such a system of land-dealing. It should mean in practice that all the people in the colony should be put on an equality in dealing with Maori lands. If the Maoris were allowed to sell when, how, and to whom they pleased, the people of the colony would not be put on an equality. Leading jurists have pointed out that even in the ordinary business of life freedom of contract is often a delusion. A recent writer—Melville M. Bigelow, Dean of the Faculty of Boston University—in his opening address, delivered in the Law School for the year 1906–7, said, *inter alia*, "Freedom of contract proved the worst kind of delusion. It runs to gigantic monopoly, and threatens to-day, whether for good or ill I am not concerned as a teacher of law to say, the whole fabric of equality." If the Maoris were permitted to sell their lands as they pleased it would mean the granting to certain individuals in this community of a gigantic monopoly.

We said in our Whanganui report, "Theoretically there is competition; practically there is none. The first man to secure the assistance of the leading influential owners to carry the deal through generally gets a clear field until he obtains the signatures of all willing to lease. And again, "It is possible for an ordinarily resourceful man, who is *persona grata* to the Maoris, who knows where to look for the influence necessary to 'round up' the scattered owners of a block and obtain their indispensable individual signatures—it is possible