

sion, the sample is deplorably wanting in butter-fat. Your Worships will have your attention directed to the fact that the sample omits to contain any representation of people who have bought quite recently. I have not been able yet to go fully into the question of very recent purchases, but I did search one title in New Plymouth, and one of the lessees who will be benefited if the lessees' application goes through—the application based on the ground that all lessees were misled—is a man who purchased a lease in May, 1911. Well, I conclude my references to the lessees' case by saying that I should think it seldom happens that a case is so completely refuted by its own evidence. Now, before dealing with the question of public policy—namely, the question as to whether the Natives can or cannot farm the lands—I just want to refer to the position of the Public Trustee in the matter. I have done what I have been able to in the way of examining the files and following the course of business of the Public Trustee throughout these leases, and I do not think, and the Natives do not believe, that the Public Trustee has wilfully done anything opposed to their interests. I do not think he has realized that things have taken place opposed to their interests, and I think quite possibly if he had realized that he would have used his influence to prevent it. Your Worships will remember that when I traced the history of these West Coast leases I have traced a history in which never once has any concession been made to the Natives on their bargain, and from time to time what we gave the Natives we have whittled away. Now, the Public Trustee was the man who ought to have known the whole position; he ought to have seen exactly where we stood, and he ought to have seen that the Act of 1892 was wrong, that the Act of 1895 was wrong, that the Act of 1898 was wrong, that the reduction of rent was wrong, that the reduction of interest was wrong, and a departure from the bargain which we had already made, and that the Act of 1910, reversing Tinkler's case—although we do not object to it now—was wrong. He should have resisted each one of those measures. I do not find that he has in any case resisted those measures, and, your Worships, a reference to the Public Trust files will bear out what I say. But the Natives have no hostility to the Public Trustee. They think he might have safeguarded their interests more than he has done, but they do not suggest that he has for a moment really realized what was being done. Now, some evidence has been given that the Public Trustee has always been very good to the lessees, and has never pressed them for their rent. I think it is time it was realized that it is the duty of the trustee to see that the beneficiary gets his rent promptly, and that the tenant pays it promptly. And now I only have, in this connection, to refer to two more matters. The first is a letter in which Mr. Fisher, who was then Reserves Agent, in advising the Public Trust Office as to what should be done under a certain set of circumstances with reference to an application by a certain Mrs. McGuire, recommends a certain course, and says that he does so despite a lawyer's opinion to the contrary, and adds, "Mrs. McGuire is the wife of the local member." There is no evidence that he influenced the judgment of any one, or that Mr. Fisher's judgment was influenced, but such a statement of that sort ought not to be contained in any letter which appears upon the file of any trust whatever; and I do express regret that there is no reply from the Public Trustee calling attention to this fact, and reprimanding Mr. Fisher. Then, the last point is the question of that letter of Mr. Poole's. I am not going to read the Public Trustee a lesson on his duties, but I would just say that if I were a beneficiary I should have felt happier if I had known that a letter such as Mr. Poole's had received by return post a stinging reply. Now, let me say while still dealing with the Public Trust Office, that so far as I can learn from my clients, Mr. Zachariah is carrying out his duties admirably. I hope he will not think I am condescending to him, but I have had opportunities of finding this out such as he has perhaps not had. It seems to me that the local administration of Natives' affairs is done as well as can be expected under the existing state of the law. Your Worships will remember that I dealt with the special reasons why the lessees claimed that the State should once more break its faith with the Natives, and I have dealt with all the reasons which they gave except one. That reason is the allegation that it is public policy to leave the present lessees on the lands that they are leasing, and to prevent the Native from having the opportunity which we guaranteed him, on the ground that the Native cannot satisfactorily farm that land. To me there is something rather humorous in finding these men—who seek to escape from a bargain which they have entered into, who urged their demands upon Parliament when the Natives were not heard, and one at least of whom sought to bring political influence to bear—urging their claims once more before this Commission, and some of them giving evidence contrary to fact, all in the sacred cause of saving the Native from himself. Now, I have urged that the nation is a trustee for these Natives. Let me again take a parallel case: suppose any one of these Natives was a pakeha, and there was just an ordinary pakeha trustee for him, and during the beneficiary's minority the land had been leased on terms similar to those of the 1881 Act. Now, the tenant before the expiry of the term, finding that the beneficiary is intending to compete when the lease is put up to auction, goes to the trustee and says, "You must not put this land up to auction; you must alter the terms of my lease." The trustee says, "Why?" The tenant says, "Because the beneficiary cannot farm successfully." The trustee obviously replies, "But is that any reason why he should not get the benefit of the competition which must tend to raise the rent?" "But," replies the tenant, "the beneficiary will beat me in the bidding, because the rent is going back into his own pocket." The trustee surely replies, "Why on earth should he not; and anyhow, although the rent will be going back into his own pocket, he is actually paying because he is foregoing that which he would otherwise be receiving from you." Then the tenant goes on to say, "But he will not farm well enough to pay that rent; he will be actually a loser; it will mean that the beneficiary will be poorer while in possession of that land, because he will not be able to make so much as I would be prepared to pay rent, and while he is in possession of the land he will allow the land to go back, and consequently he will not make so much out of it afterwards." What is the reply of the trustee? Surely the trustee replies to the tenant, "That

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