

the Chief Judge, arises in this way: the holding of Courts to deal with a large amount of business; so that it will happen, as in the case of the Cambridge Court, that applications as old even as seven or eight years come before the Court for the first time for investigation, and the Court therefore sometimes extends over six months or eight months, as in the case of the Cambridge Court. The Natives who have to attend the Court, who are either claiming or asserting a claim to the land, of course, must come into the European township where the Court is held. To give the Committee some idea of the length to which some of them have to travel to attend a Court, I will mention that at the Cambridge Court there were people from the Bay of Islands in the north, and from as far as Otaki in Cook Strait, Tauranga, Maketu, Napier, and I think there were one or two from the South Island. Every case cannot be taken at once, and those whose cases come on later at the sitting of the Court have to live in the meantime. As a rule they are people without means, and they have to obtain what are called *rāihas*, that is, orders for the supply of food, which are generally obtained from the particular European or Europeans with whom the applicant for the rations is dealing for his land. I should say that two-thirds of the people who attend a big Court like that subsist in that way. A few of the people living, say, from twenty-five to fifty miles from the locality where the Court is held are more provident. I knew several cases of the kind where these people brought their food with them, and from time to time, as the food was exhausted, fresh supplies were brought in again from the settlement to which they belonged. The great bulk of the people subsist during the sitting of a Court in the way I first mentioned. Another cause of expense, more especially of recent years, is the development of a special class of people who attend the Court, who are known familiarly as blackmailers. A person in that line of business can, without the slightest trouble, protract an honest and straightforward negotiation for the sale or lease of Native land to an indefinite period. He has only to get over to his way of thinking two or three of the grantees of the block, at an expense of, say, £10 or £15, with an almost absolute certainty that he will receive a hundredfold from the European, who is powerless to refuse. I knew two cases, which I could mention if the Committee wish, to illustrate that. In the Cambridge Court of 1880 the European clients for whom I was acting, absolutely against my advice, paid a person of this class, upon the flimsiest possible pretext, the sum of £1,000; and when I say a flimsy pretext the Committee might allow me to explain. The case had come before the previous Court and had gone through the Court, and this person had so little concern in the business that he did not even attend the Court himself. At the second Court he turns up and says, "I advanced two or three of these people some pounds in money two or three years ago, and I intend to stick to my money, and if you do not pay me I will make it warm." I will give another case which occurred during the sitting of the last Court at Cambridge. There is a block referred to in one of these petitions before the Committee called Whakamaru Block. When the investigation of the title was complete the parties proceeded to close up the title on behalf of the Native owners. I went to the office of the Patetere Land Settlement Company to investigate the accounts. The very first item on the debit side against the Native people was the sum of £1,100, or thereabouts, paid to a gentleman of the class to which I am referring. I challenged it, and upon investigation it was found that his story to the effect that he had paid these moneys to the grantees was entirely untrue, and the company, being satisfied it was a false account, struck it out, the Natives thereby being saved the amount of £1,100. As to the other point I would prefer if the Committee would examine me upon it themselves, because it has become somewhat personal—as to the legal profession and Native agents attending Courts.

234. Does not all the cost incurred by the delays you have described come eventually out of the Maoris, either in a direct charge, or by lowering the price paid to them?—So far as my experience goes that is rarely the case. I had the charge of two very large Courts at Cambridge in 1880 and 1881, and I can speak for myself that the fees paid to me and my then partner, Mr. Whitaker, were entirely outside and apart from the price of the land. The price of the land rose during the negotiations from an average of about 2s. an acre to about 12s.

235. Will not the buyer make allowance for all the cost that he is put to before he gets possession of the land?—Some may, and do perhaps; but in the case I have referred to, which affected 200,000 acres of land the agreement under which Mr. Whitaker and I undertook to conduct the case contained a distinct provision between ourselves and the directors of the company that all our fees were to be paid over and above the price they had agreed to pay for the land. That condition was fulfilled to the letter, and the price of the land was increased, as I said before. I can honestly say the Natives did not pay one single penny for legal advice and assistance.

236. Does not that simply show that the price of the land had been originally too low?—On that point I am not competent to give an opinion. Some of the transactions were several years old.

237. Of course, one can easily understand in a particular case the European purchaser might get into a corner, but surely the case you refer to, even if the full value was paid, must be an exceptional one?—No; it applied, as I told you, to two different Courts, and extended over about, I think, 200,000 acres of land—all that property known as Patetere, and also that known as the Whaitēkau Company's property. I have no doubt, in most cases, the European, in settling the price of the land, contemplates and takes into account the expense put to in acquiring the title, and upon that question I might be allowed to add this: in one petition it is mentioned that 12,000 acres were sold for a certain sum, and the expenses connected with inquiring into the title amounted to £300 more. I know of no such block of land, and never heard of it.

238. *Hon. Mr. Bryce.*] If the buyers had not been put to these legal expenses, would they not be in a position to give much more as added price for the land?—The legal expenses form a very small portion of the cost.

239. If the European speculators were by some means excluded from negotiating with the Natives before the land passed through the Court, would that, in your opinion, be a benefit?—If they could be it would be a benefit.