58. *Mr. Rees.*] Do you think that there would be any difficulty in the way if the Government were to pass an Act enabling the Crown to take charge of the lands?—Of course there would be a difficulty. Whatever is effected, there should be no violent change.

59. *Mr. Mackay.*] The apportioning of the money received for the lands, how do you suggest that should be managed?—I think it should be left to themselves. In the Land Court now each individual portion is set out. It is compulsory now on investigation of title that the interest of the owner be defined.

60. *Mr. Rees.*] In many instances the subdivision of the money could be satisfactorily arrived at by the parties?—I think that the Court should say what each person should be entitled to—say, so many acres of land—and from that arrive at what proportion of money each person was entitled to. If the country is desirous of the lands being put in such a position that the Natives would know what they possess I do not think it would be a very great loss to the colony if there were no fees charged. It would be a great advantage to have permanent Judges appointed resident for each district. Under such circumstances, the Natives would come forward far more willingly than they do now, and have their lands divided.

61. *Mr. Carroll.*] Do you think it would be better to give the Natives titles free of cost?—Directly they saw they had individual ownership of land they would not object to taxes. But now, while the land is held in an unindividualised state, the industrious man works and the non-worker will come and claim in the portion he has improved. I believe that the greatest safeguard to the Natives is individualisation, but that should not be pushed on too far. In the case of the Kaiti Block, that was cut up into individual shares of an acre each and less, and a great number of the Natives sold their interest right out.

Mr. Rees.] That was very valuable land.

FRANCIS WESTBROOK SKEET sworn and examined.

62. *Mr. Rees.*] What is your occupation?—I am a solicitor practising in Gisborne.

63. I think you had the conduct of certain cases before Mr. Commissioner Edwards and Mr. Ormsby?—Yes. I was acting for the applicants. I had altogether nine cases.

64. Were you acting in the Whatatutu case?—Yes, for the applicant.

65. The decision in that case went on mere technical points?—Yes, purely technical points. The Commissioners found that all the consideration-money had been paid; that the transactions were not contrary to equity and good conscience; but, owing to the technical defects in the text, they were unable to give their certificate.

66. Was there any opposition on the part of the Natives in that case?—No, there was no opposition.

67. What was the technical defect?—The defects arose out of non-compliance with the Act of 1873. The provisions of that Act had not been strictly complied with. That Act requires that every interpreter interpreting a deed to the vendor should sign the translation on the deed. One interpreter had signed the translation indorsed on the deed, but the subsequent interpreters did not do so. It was, according to the Act, necessary that the other interpreters should have done so. They had, however, signed the attestation to the deed.

68. Was the translation correct?—There was no exception taken to the translation. It was certified to by the interpreter who had first translated the deed.

69. Then, that is one of the cases which you allude to where the defect is merely of a technical character?—Yes; that was an omission rather than a defect.

70. *Mr. Carroll.*] That was the only obstacle in regard to the Whatatutu Block?—There was one other. The deed had been prepared in this form: "This deed, made the day of between and ," leaving thus a blank space for the names of the Native vendors to be filled in from time to time as they signed. The Commissioners all thought that that was a very material defect in the deed, and that they had no power to rectify it.

71. Were there any other objections to the Commissioners giving their certificates, except those arising from the technical defects mentioned?—Those were the only ones. The sole reason for the Commissioners withholding their certificates was owing to the technical defects.

72. *Mr. Rees.*] Generally speaking, of what nature would those defects be?—It would be rather difficult to say. I could say this: that if the Commissioners had continued to act under that Act (1873) innumerable defects would have been discovered from time to time. In one case a memorial of ownership was granted for a block of land. Certain shares of the Natives in that block were acquired. A subdivision of the block was made by the Native Land Court, without reference to the purchases made. The conveyance rested upon the original title. Now, in such a case, although the transaction was quite *bonâ fide*, I am quite certain that the Commissioners would have found that technical breaches of the Act had occurred, and no certificate would be issued in favour of the person acquiring the shares from the Natives. The original title would be cancelled upon which the title to the shares was based, and new certificates, bearing a date subsequent to the original date and the date of the purchases, would be issued. In this way the foundation of title for the acquired shares would be swept away. I would like to mention to the Commissioners that in eight out of the nine cases I had before Commissioners Edwards and Ormsby the transactions were found to be of a *bonâ fide* character, but, owing to technical defects, they were unable to give certificates to my clients, or afford them any relief.

73. Then, you can go as far as this: that, as a rule, in the cases brought before Commissioners Edwards and Ormsby, all the dealings were found to be perfectly fair and just, but, through technical defects, the title was prevented from being issued?—Yes. I have cases in hand now where all the dealings in relation to them are *bonâ fide*, but where we are quite unable to get relief.