AUCKLAND, 14TH MARCH, 1891.

JAMES BABER sworn and examined.

415. *Mr. Rees.*] What are you, Mr. Baber?—A civil engineer and surveyor.

416. How long have you been in New Zealand and in Auckland?—Since 1842.

417. Were you conversant in the early days of the colony with the method of purchasing and leasing lands from the Natives?—Yes. From the year 1847 till 1854 I was engaged in the Surveyor-General's office in connection with the purchasing of lands. Many of the deeds are in my handwriting.

418. The deeds of conveyance from the Natives to the Crown?—Yes.

419. What was the method of dealing in those days between the Crown and the Native owners of land? How were the proceedings conducted?—Shall I answer that question first, or go a little earlier?

420. What we want to get from you is information as to the method followed in those days, and you can state it after your own plan?—Then, if you will allow me, I will begin about 1845 and 1846. During about eighteen months of that time there were about four hundred transactions in Native lands carried out by private individuals, without Government interference, Government assistance, or Government control. They were called pre-emption-certificate purchases.

421. That is to say, these people paid a fee—some 10s. and some 1d.—to the Government, and then had power to deal with the Natives?—Yes; and the mode of procedure was this: The purchaser wishing to acquire a particular spot of land obtained the services of an interpreter, and went, accompanied by him and the Natives, to the spot of land he had in view, and they walked the boundaries and marked them. In some cases they had a difficulty in doing so, and where the natural features were missing they dug holes to mark the boundaries. After that the consideration was agreed upon. Then they made an agreement, and the conveyance was drafted out, generally by the interpreter, in some few cases by lawyers. This was signed, the consideration—or a deposit of it—was paid, and thereon the purchaser took, or could take, or did take, immediate possession. Of these four hundred transactions the average area would be 100 acres each. The largest transaction was Henderson and Macfarlane's, up the river here—about 12,000 acres; and the smallest one Rutherford's, at Mount Hobson—about 3½ acres. There were only a very few cases—five or six, perhaps—in which the area exceeded 1,000 acres. They were all for *bonâ fide* occupation or for timber-cutting. But then, I would remark, with reference to the interpreters of those days—of whom Mr. Meurant and Mr. C. O. Davis were the chief, and of whom, being dead, I may speak freely—that they really did all the duties of the present Native Land Court. They were preventers of frauds—because, generally speaking, the interpreter was paid by both parties. He had consideration from both parties. If the Native had not power to sell he sent the Native away. If the consideration were not sufficient he urged the purchaser to give more. In fact, he acted fairly between both parties.

422. As a special arbitrator between the two races?—Yes; that was the position of an interpreter in those days.

423. It was a position of trust and confidence?—Yes, and his word was law as between the two. Then came the surveys. These were done at the applicant's own expense.

424. Who was the applicant?—The purchaser. The surveyor generally employed some of the Native sellers as chainmen, so as to be certain of the boundaries. There was a Commission appointed under Commissioner Matson to inquire into the *bona fides* and legality of these transactions. When these cases came before Commissioner Matson there was not a single complaint by any Maori—no attempt at repudiation, and no claim for further payment—not in any single case, to the best of my knowledge. I can mention two gentlemen who can support my statement—Mr. Joseph Newman and Mr. William Swanson. They were both holders of pre-emption certificates, and both land-purchasers. Perhaps you will allow me to remark that under that procedure there was no cost to the colony, and it is estimated that in about 40,000 acres the Native title was extinguished.

425. And brought into settlement?—Yes, without cost to the colony, and without quarrel.

426. And no suspicion of fraud?—And no suspicion of fraud. That is all I can tell you about that time.

427. Did the purchasers in these instances deal with every man, woman, and child who was interested, or did they deal merely with the chiefs of the tribe in their representative capacity?—With the chiefs only, who stated—and we understood—they had power to sell. I would further add that in those days all the land was held as a commune. It was tribal, hapu, or family land. There was no such thing as individual title.

428. That is purely a modern method with the Maoris?—It is entirely. Judge Fenton originated it.

429. And, however well-intentioned, it has been a curse to the colony?—Yes, it has been a curse to the colony.

430. Is there anything further you would like to inform the Commissioners upon?—Yes. I entered the Surveyor-General's office in 1847, and from 1847 till 1854 I was engaged there as chief clerk and draughtsman, acting also as a *kaiwhakamaori* or Maori interpreter when no one else was available. The Surveyor-General (Mr. Chas. W. Ligar) invariably waited till the Natives came to him. He never made a proposal—standing neutral. When the Natives came to offer a block of land, and described the boundaries of it, if the Surveyor-General knew the position, the quality of the land, and the boundaries described—which he did in so far as the great bulk of this part of the Island was concerned—he was satisfied. If not, he sent a surveyor or interpreter (Mr. Meurant was one of those interpreters, and the late Mr. John White, who was a long time in our office, was another) to inspect the block, to sketch its natural features, and to guess approximately at the area. On their return, accompanied by the Natives, a price was offered. After some bargaining, it was