1812. Do you consider that that is a plan which a Judge and his assistant in any district, knowing the Natives, and acting with care and assiduity, could carry out as the ordinary practice of the Court, instead of being restricted to the individual instance you mention?—This is scarcely an individual case, because there were a great many cases settled in that way. There was the Awarua case, a large block of land, comprising, along with the Motu Kawa Block, nearly 300,000 acres of land.

1813. Good land, too?—Yes; the most of it splendid land. As soon as that case opened I suggested that they should see if all the parties could arrange matters themselves. Of course there were a great many different parties at first, but they were narrowed down to nine or ten. At first there were nearly fifteen. The leading chiefs said, "We think we can arrange it, and we ask the Court to give us time." We gave them time, but they did not arrange matters. Two or three separate times they came and asked "Give us till next day," and so on, "to arrange matters, and then we shall be ready." But they were not arranged, for reasons I would hardly like to mention now. We had to go on, and, metaphorically speaking, plough up almost every bit of the land; and it has taken eight months to get through that block, and we have yet to finish the Hawke's Bay portion.

1814. Supposing that in the Awarua case these people had been by law compelled to take the advice of the district officer, and to bring in a report of some sort or another before the case went on?—You will pardon me. What I am going to say now is rather outside of the case. This proposal of yours would do away with Native agents altogether, I suppose?

1815. Yes?—If that land had been left entirely to the Maoris they ought to settle it, and it is to be regretted that they did not settle it.

1816. If the Maoris themselves, without mentioning agents, solicitors, or any one else, had been left to themselves they would have settled it?—They might, perhaps. You see, one party standing out spoils everything; and one party did stand out in this case. As the case had to go for hearing, we could not shorten it without shutting up the mouths of some Natives. We looked upon it as their last chance, and that they had a right to be heard.

1817. Do you consider that men who knew the Maoris, and whom the Maoris trusted, could, in either many or in a majority of cases in their respective districts, enable the Maoris to come to some amicable arrangement such as you state took place at Waitotara? I do not say in all cases?—Well, before I answer that I must say this: The Maoris are born gamblers. I believe they really like to take the risks whether they win or lose. In exceptional cases they will settle matters among themselves, but in the majority of cases they would be inclined to take the risks and bring them before the tribunal. I am giving you an honest answer to your question. In many instances the officer would be able to induce them to settle among themselves. I have invariably tried to do so, but I have not been able to succeed in all cases. I am inclined to think that if pressure was brought to bear they would settle cases among themselves. In many instances they have come to the conclusion that it is bad policy for them to waste their money and their time, and they know that prolonging the cases does both. There is this to be said about it: They are very greedy, and each one hopes to secure as much out of the scramble as he can, and they think in many cases it is better to do that in the Court than elsewhere.

1818. Do you think that if any party among the Natives refused to come to an arrangement, and by their refusal stopped an arrangement that the Court thought to be wise, if then these recalcitrants were saddled with all the costs of the proceedings, it would effectually stop their litigation?—Yes.

1819. If the Court thought the arrangement proposed was reasonable?—Yes. Many of them, as I say, are born gamblers, and they take the risks, and unless they are saddled with the expense of uselessly prolonging the case they will think they have everything to gain and nothing to lose by proceeding with it. If, however, they are to be saddled with the expense in this way, there must be some means provided of getting it paid.

1820. It can be paid out of the land?—There may be no land to charge it upon. Those who have the least land are the most objectionable.

1821. Would this plan be effectual: If one party of the owners in a block of land, or a small minority, refused to come to an arrangement that the Court thought wise, that they should be required to find security for the costs if they determined to go on against the wish of the other people and against the advice of the Court?—I think it should be in the discretion of the Court, for this minority in number may have the best right in the land.

1822. I say it must be against the advice of the Court?—Yes, that would do it. I think the time has now come when I am inclined to consider that those having no rights should be made to stand aside.

1823. Do you think it would be a wise proceeding, Judge Ward, to let all contracts in connection with the land be agreed to first of all by the people concerned, the titles then to be given by some board or body appointed for the purpose?—I do, for this reason: It would give that which we all want—finality to the proceedings. The titles would then be complete and indefeasible. It would make a wonderful difference. It would enhance the value of the land.

1824. There would be no deeds to sign?—No.

1825. Do you think it would be a good thing that the Maoris themselves should be associated with a Government officer or Judge of the district to see that the rent or the moneys otherwise accruing from the land were fairly divided among the people? That would give confidence to the Maoris?—The present plan is not a bad one, under what we call a lease order. It works very well indeed.

1826. What is that?—It is an order of Court made under the provisions of the Act of 1886. The Court, having determined the value of the individual interest, as to what portion of the lease-money is to be received by each individual, makes its order accordingly, and there can be no interference that way. That is, providing it is made in accordance with the determination of the individual interests.