

"And whereas the said Court ought to have power to make all such orders and decrees, and issue all such muniments of title, as shall be required for the settlement of all the said conflicting interests, and for determining all the aforesaid rights, debts, claims, and demands, and all other rights, debts, claims and demands whatsoever existing or claimed to exist by or against parties asserting rights, titles, and interests, liens, mortgages, debts, and other demands whatsoever, upon or over said lands, or in respect of the occupation thereof.

Well, this Act has been in operation ever since, firstly under the judgeship of Judge Barton, and at the present time under the judgeship of Judge Batham, who is present now. I may say that the Validation Court has done valuable work. Most titles in which private individuals (Europeans) were interested have been settled by the Court. All titles claimed by the trusteeship (comprising Mr. Wi Pere and myself in our relation to the lands and the Natives as I have detailed) are now before the Court, and have been for some time. Many of these blocks to which we have laid claim on behalf of the Natives themselves have been settled by mutual agreement with the Natives immediately concerned in those blocks. But with respect to the lands along the Waiapu coast, where the petitioners dwell, nothing has yet been done. Our claims, however, have been duly notified, and notice of some months, as required by the Act, has been given. Now, in reply to some statements made by the petitioners that they were induced by the company to do several things that they ought not to have done, and that they did not receive money or other considerations in respect to some of these lands, that is incorrect. It is a matter of notoriety that the company advanced money to nearly all the hapus forming the Ngatiporou Tribe for distinct blocks of land.

6. *Mr. Monk.*] One or two did not pass through the Native Land Court?—With the exception of one or two, all, I think, passed through the Land Court. The difficulty at that time was to stop the Natives from taking money. They were pressing the company on all sides for advances, and the company was not always flush with money, and had to depend on what arrangements it could make with the bank. Paragraph 3 of the petition reads as follows: [Paragraph 3 read (see petition)]. That is so. There were, as I say, one or two blocks in that category. But as to whether we have any claim on such blocks under such conditions is a matter altogether for the Validation Court to decide. I as a trustee have no desire whatever to claim anything to which we are not entitled by law. If the Validation Court declares that we have advanced money for those blocks, but says that because they were not through the Court at the time, our claims have been voided, I accept that. I cannot do anything else. But I contend this: that if we have to abide by the decision of the Validation Court—as we certainly have to—then so have they. It is purely a question of jurisdiction, and it is for the Validation Court to decide that point—as to whether those blocks come within scope of our claims. I would like to point this out to the Committee: that, though the petitioners say in paragraph 2 that they did not receive any consideration, that no sum of money whatever was paid to "such Natives as signed the said deeds, but a nominal consideration was inserted therein for the purpose, as we were told, of satisfying the law," I must disagree with them entirely, as this refers to blocks titles to which had been ascertained by the Land Court. Paragraph 3 refers to lands not in the same legal position as those I have just referred to; and yet they say, in regard to such, that some members of their tribe entered into dealings with the company and received advances on account of such lands. That is altogether misleading. It is most improbable that the company would advance money on land to which there was no title, and refrain from advancing money on land to which there was a title.

7. *Mr. Heke.*] But there were nominal sums of money?—According to them, no sum of money passed. They declare that emphatically here. Paragraph 4 says that "these dealings and transactions were prohibited by laws then in force." That is quite true, and the preamble to the Act of 1893, which I read a short time ago, describes the whole position. But, as I said, there was a special tribunal established. The Validation Court was set up for the purpose of inquiring into the equities of all these cases, and for the purpose of determining accordingly for all parties concerned. Then, paragraph 5 says: [Paragraph read (see petition)]. They were not in ignorance of the doings of the said company from 1883, because at given times coast representatives came down to Gisborne, where the principal seat of the company was, and discussed the matters affecting those lands. As to the statement about advancing money on account of survey charges, Court expenses, or rates payable on said lands, or moneys spent in making improvements, I am inclined to think that that is correct. I do not think we have paid Court expenses beyond those we are responsible for—such as expenses incurred in bringing these lands under the Act by notification and otherwise. We have not paid rates, nor have we made any improvements, because we have no lands in our possession. When we get the lands from the Court we will be able to improve them; we could not do so before. Now, let me put it this way: Say, that many years ago the company advanced £200 on a block, with the consent of the Natives, who received the money. There were, say, about a hundred and fifty owners. That £200 has not been paid back. The interest has been accruing all these years. Possibly at the present time we could make a claim for £500 as against that block. We would take the ordinary steps under the Validation Act, and bring the block before the Court. Notice would be given to every one of the owners in that block that it was going before the Court, and we would make our claim and have it passed. If the Court declared against us, we would have no land to operate on. The Natives may compromise, and say, "We will take an offer on certain conditions, or we will cut off a portion of the land equivalent to your debt." As pointed reference is made to myself, I must show how matters stand.

8. What becomes of the portion set apart?—That would go into trust for the benefit of all.

9. As soon as the debt is paid, does the land go back to the Natives again?—Yes; there is a readjustment, and the properties go back to the Natives. Now, in regard to paragraph 6, I think this is the most important in the petition. It reads as follows: [Paragraph 6 read (see petition)]. As I have said, they made an incorrect statement when they said that it was only in 1896, when certain applications were lodged with the Registrar, that they first learned that their lands had