

been mortgaged to the Estates Company. It was, as I said, a matter of notoriety. In another part of this paragraph there are these words: "For now we saw Messrs. Carroll and Wi Pere asking for the fee-simple of our lands, deriving their title from the company through the said agreements, mortgage, and assignments." That is misleading. We did not ask for the fee-simple in ourselves for ourselves. The Court can award such lands to us only in trust, and it can impose such conditions as it may think fit. To read this paragraph 6 would mislead any one who did not know the circumstances. Then, in regard to paragraph 7, "We were absolutely ignorant of the mortgage dated the 3rd day of July, 1888," I need not make any remark on that. Their representatives were present at any meeting of importance affecting those properties. Now, with regard to "certain applications which have been lodged with the Registrar at Gisborne by Messrs. Wi Pere and Carroll," I may say this: that I have talked the matter over with Mr. Wi Pere, and he has agreed with me that we should renounce our claims to a large number of blocks that were on the list set down as per the *Gazette* notice.

10. *Mr. Carson.*] Why?—Because it would cost too much money to ascertain what our interests would be. We thought that it would be better to abandon them and ask the Court to make the indebtedness a personal one on the owners of the land and let the land free, and perhaps in the future we would get what we could. With the exception of two or three, these claims have already been marked off the list. There were twenty or thirty of these small blocks on which small advances had been made, and I think to endeavour to get any land in lieu thereof would be only throwing good money after bad. We decided to forego claims to a large number of blocks, and trusted to the Natives to refund. We, the trustees, agreed to this course, and I made that pretty well known among them, and they were very much satisfied with it. We decided to confine ourselves to two or three of the larger blocks, where we thought it would be worth while making an attempt to secure some arrangement whereby we could get fair interest for our money—that is, for money we held in trust for the people. The difficulty has arisen this way, and it accounts in a measure, no doubt, for this petition: After Mr. Wi Pere and myself became trustees we settled what we would strike out as not to be claimed by us. The solicitor to the Estates Company opposed us as to the number of blocks we proposed to abandon. The company has a voice in this matter to a certain extent. It may think differently from us who are trustees, and it has not given way so far as to the absolute withdrawal of these blocks that we have ticked. Of course, the company is interested as mortgagee. However, I am certain of this: that it must ultimately come to an abandonment of a large section of our claims. There is no use in our throwing good money after bad. There is only one other point upon which I wish to dwell; that is, in respect to the block of land mentioned in this petition—the Ngamoe Block. It is one of those blocks upon which money was advanced before it passed the Native Land Court. It came before the Validation Court, and that tribunal decided that it had no jurisdiction to include land of that character within the scope of our claims. That has been settled.

11. *Mr. Heke.*] Has not appeal been made?—Yes; and until that is settled we cannot deal with it; we cannot express an opinion. It is a matter for the Court to decide whether we have a claim or not, and until the appeal is decided no one can say how the case stands; they cannot offer an opinion, nor can we. I am not a lawyer, but I am inclined to think that it was never intended by the Legislature that lands to which titles had not been ascertained should be included in the category of those which might be considered to have *bona fide* liabilities on them. At any rate, the law-courts can settle that question. In conclusion, I may say that I have dealt with the petition as fairly as I possibly could; and I repeat that, whatever our claims might be, we are claiming only as trustees for the whole of the people who are interested in all these blocks dealt with by the Native Land Settlement Company. We are performing work as trustees without any promise of fee, reward, or commission in any way whatsoever. Whatever claim we make on land for advances made by the company, we are claiming in the interests of the Natives. I believe that it would not be fair for one set of Natives to escape liabilities and others to bear the whole brunt.

*Mr. Monk:* I have heard it stated that some Natives who had no claims whatever upon certain lands, and who had proved to have no claims, had received large sums of money, and that this money was made a debt upon these lands.

*Hon. Mr. Carroll:* I have dealt with lands which have not been through the Court, and to which there was no title, but I question the assertion that money was received by Natives who had no ownership in land, and that money received was carried to the indebtedness of land held by other Natives.

*Mr. Monk:* The assertion is made.

*Hon. Mr. Carroll:* It is not true. But there is this possibility on behalf of the assertion: advances were made on some blocks that had not been through the Native Land Court.

*Mr. Monk:* That was an illegal act.

*Hon. Mr. Carroll:* Yes; I hold that that was an illegal act. But in respect to that I have already said that, whatever our claims may be worth, under such circumstances it is for the Validation Court to settle—

*Mr. Monk:* Quite right. One more question: The statement was made that these titles were not taken before the Trust Commissioner, without which, of course, neither the titles nor the transfers were any good.

*Hon. Mr. Carroll:* Yes; in some cases they were not sufficiently ripe to bring before the Trust Commissioner, but a special tribunal was set up to make special inquiry into all cases, and determine accordingly.

*Mr. Monk:* May I put another question? I want information on this matter, because this Validation Court operates in a district with which I am ignorant. If the Court intended to validate transactions in violation of the existing law—

*Hon. Mr. Carroll:* It was the purpose of the Validation Court to make valid what had been a violation of the law; but it was left really to its good sense to decide equities. Section 7 of "The