

in the whole of their claims, and at the same time to recognise whatever liability to the Estates Company there may be, and to recognise it over a due proportion.

9. Would it be correct for me to assume that they occupy the position not only of trustees for the Natives, but also of representatives or agents of the Estates Company?—They are really trustees for both parties.

*Mr. Heke* : That is the view taken by me.

10. *Mr. Stevens*.] I understood you to say that purchases of inalienable land could be validated by the Validation Court. You have Crown grants which are inalienable except with the consent of the Governor in Council. Suppose a person entered into a contract with a grantee for the purchase of such land, and suppose the Governor in Council declined to give his consent to the alienation of the land, could the Validation Court validate the transaction?—I do not think Mr. Ransfield's case went so far as to say that, in the event of absolute refusal of consent, validation would be granted. But in the absence of any consent, and with existing restrictions, and a knowledge that those restrictions did exist, the Court of Appeal held that the Validation Court could validate.

11. *The Chairman*.] In reference to one claim that came before the Court, it was thrown out on the grounds that the transaction had been entered upon before the block had been adjudicated upon by the Court. Would that hold good in regard to all the blocks?—There were more than sixteen cases affected by the same question, but the remainder of the cases were not affected. The remainder number about thirty-six, and I have not gone into the merits of any one of them.

12. *Mr. Heke*.] But it would affect all cases in which negotiations had been entered into before the land was passed through the Court?—Yes.

13. I believe I heard you make a statement to the effect that Messrs. Carroll and Wi Pere desired to promote legislation to give effect to something. Will you kindly repeat what you said?—The prayer of the petition is that the House will refuse to pass any legislation. I understand that the legislation proposed is in the direction of removing the difficulty of deciding whether the Validation Court can deal with titles that had not been investigated at the date of the contract with the Natives—it is proposed to either interpret the clause or to enlarge it. Another matter I wish to mention is this: that the Natives object to their lands being vested in Messrs. Carroll and Wi Pere—somewhat, perhaps, on personal grounds, but mainly because the operation entails on the land a heavy liability. As soon as the land is declared to be part of the trust estate, it becomes liable to share in the whole of this heavy debt, and little or no margin is left, the costs also being very heavy.

14. *Mr. Stevens*.] Would that affect Natives who did not agree that their lands should be so affected, or who did not derive the same benefit as others from the moneys devoted to carrying on this great settlement scheme, or who never gave in their allegiance to the scheme?—The difficulty is that these Natives are supposed to be connected with the leading members of their hapus, and to have been in a position to have claimed benefits; but, if they are not affected, they are now supposed to be in a position to avoid the liabilities. It is a very difficult position.

*Mr. Heke* : I am fully aware that in some blocks that the trustees wish to bring in with the others the Natives interested object to the proceedings. For instance, many Natives interested in the Paremata Block have written to me on the subject. They claim that pretty well all the burdens created by the work of the Estates Company have been apportioned to them, because that is the best block in the sight of the law.

*Judge Batham* : In that block there are about a thousand acres set aside and free from any burden, but the rest of the block is practically swamped.

15. *Mr. Heke*.] In fact, it is carrying more than its fair share. Do you think these Native owners can apply to your Court again to have an equal adjustment of their liabilities whereby some of it will go on to the other blocks?—I think that if, when the whole of these lands are brought into the hands of the trustees, it is found there is a margin there should be an adjustment of the liabilities.

16. Could the owners of Paremata move in that direction?—I think it would be the duty of the trustees, as going between all parties, to see that the burden is borne fairly.

17. But suppose they did not move in this direction, could the owners of this block move on their own account?—I imagine so; they have their committee, which has a right to approach the Court at all times.

*Mr. Wi Pere*, M.H.R., examined.

*Mr. Wi Pere* : I will take this opportunity of bringing before the committee some matters upon which I wish to speak, but there are others upon which I will not touch at present. First of all, I will deal with this New Zealand Native Land Settlement Company, which was to be worked somewhat on the following lines: The Natives were to find the land, and the income to be derived from the wool, &c.,—say, £3,000—was to be divided in the proportion of £1,000 for the company, and £2,000 for the Natives. I consented to that proposal. My reason for doing so was, that at that time the lands were rapidly going out of the possession of the Natives owing to purchases by the Crown and by private Europeans. The Maoris appointed committees to act for them in regard to these matters. These committees, with the consent of the tribe, handed over the lands to the company. After this had been done, an agitation was got up by the committees, and they asked that something be paid to them from the profits of these lands. When I heard of this I interviewed the Natives with the object of putting a stop to it. A large meeting was called at Uawa (Tolago Bay), and there I advised the Natives not to receive any money from the company. I said that they were to hand the lands over to the company and let it manage them; if it managed them properly the lands would come back to the Natives without any incumbrances or charges. The heads of the committees replied by referring to a ship and an anchor, but I said that I did not think it applied in this case. They then quoted a proverb, to the effect that it was well to make a fair exchange and get a *quid pro quo*. I then became an opponent