

*Hon. J. Carroll* : We say that whatever Mr. Pharazyn did prior to the Amendment Act of 1896 carried with it no deprivation of land from the Natives, or gave valid effect to any contract of mortgage with Mr. Pharazyn.

*The Chairman* : Exactly. That is a very important point, and I for one should like some evidence brought before this Committee as to the real legal standing of these Natives after they had signed this agreement to give a mortgage—whether that agreement could have been enforced or whether it could not.

*Hon. J. Carroll* : Prior to the Act of 1896?

*The Chairman* : Yes.

*Hon. T. Kelly* : I would suggest that we should get some officer of the department and examine him as to the effect of the 1894, 1895, and 1896 Acts, and then, after hearing his evidence, we might discuss the matter.

*The Chairman* : It is not with the idea of discussing this matter, it is simply to bring before the Committee the line of inquiry we ought to pursue.

*Hon. T. Kelly* : Whom would you suggest would be able to give information on these Land Acts?

*Hon. J. Carroll* : I do not think the Judges of the Native Land Court could decide upon that.

*Hon. Dr. Grace* : I should like to say in relation to the whole matter—first, that the statement made by the Hon. Mr. Carroll is characterized by candour itself, and a fairer statement could not well be made of the position. In dealing with this intricate matter he does not seem to me to have hesitated to place clearly before the Committee what the subject under consideration and what the character of the introduction was. That is a very creditable position, and it is one, fortunately, our Ministers assume in these cases. Without at the present moment pretending to thoroughly understand the whole of this position, I should like to say that there are just a few matters which seem to me to be important to take into consideration, and perhaps the first of them is in relation to this case of the Kawakawa, Matakītaki, and Kopi Blocks. First, it suggests itself to my mind to ask what the character of the title is which these Natives enjoyed when they gave a renewal of lease to Mr. Pharazyn, and to inquire whether the title which they then enjoyed enabled them to mortgage; because, if so, on the basis of that title at that time it is probable that Mr. Pharazyn's mortgage was either valid or invalid. Therefore, Sir, I want you to be good enough to find for me under what title did the Natives hold the Blocks Kawakawa, Matakītaki, and Kopi when they signed the renewal of their lease to Mr. Charles Pharazyn. Any person who is acquainted with these Native Land Acts will see the importance of that, because if their title was of such a character as to enable them then to mortgage, in such case the operation of the Native Land Act of 1894 would have been indirectly to weaken the title which previously had been valid. I hold that to be an important matter in itself. Now, Sir, this is not the precise time, as I hold it, to go into particulars as to the equity of the conduct of the lessee in relation to his transactions with the Natives, the character of his mortgage, the character of his lease, or, generally speaking, the equitable conditions surrounding the contract. We are not just now prepared to discuss this. But certainly, excepting for the purpose of justifying the action of the Government, and except as to the necessary statements made by the Hon. Mr. Carroll, these considerations at present should not influence the minds of the Committee. Now, Sir, with regard to that portion of the property which is to be affected by the repeal of section 13 of "The Native Land Laws Act Amendment Act, 1895," and its position, there is also something to be said, and there is a great deal for a Committee to consider in relation to that matter. First, it is alleged, and it is clearly a fact, that, whereas the title was granted to ten grantees under, as I understand, the 17th section of "The Native Land Act, 1865," which section prescribed that the names of ten Natives should appear on the front of the certificate and the names of all the others interested should appear on the back, that provision of the 17th section of "The Native Land Act, 1865," was made to secure that such property so held should not be alienated by the ten grantees, but must be held by them in trust for those whose names appeared on the back of the certificate. Now, as far as I can remember it was "The Native Land Act, 1873," that enabled the individualisation of title to take place in those cases, provided the Court satisfied itself that all the beneficiaries whose names appear on the back of the certificate were consenting parties—that in such cases, for the purpose of the simplification of the title, a title could issue to the ten grantees, and, resultingly, that the money which resulted should be divided equally among all those interested. Now, the names of ten grantees were not placed on the front of the certificate—I refer to the Piripiri Block—and I hold that from the beginning the absence of ten names invalidated that certificate. But, nevertheless, notwithstanding that the original certificate, as I hold, is not itself valid, eight grantees leased the land, and then, subsequently instituted proceedings, and the Court certifies as to the two persons whose names ought to have been inscribed on the front of the certificate, though they are not so subscribed, that they shall be bound by the eight whose names appeared on the front of the certificate. Now, I hold that from the beginning—

*Hon. J. Rigg* : Mr. Chairman, may I ask if this statement is in order? I would suggest that we should confine ourselves to direct question and answer.

*The Chairman* : Well, no doubt we are endeavouring just at the present time to clear the ground and to see in what direction these inquiries should tend, and what witnesses it will be necessary to summon before us, and I suppose that is Dr. Grace's intention.

*Hon. Dr. Grace* : I thought I was making the matter very clear as to the character of the inquiry we had to make; but if the Committee consider I have not any necessity to I am ready to desist.

*Hon. J. Rigg* : I understood the honourable gentleman was explaining the Native-land laws.

*Hon. Dr. Grace* : No; I was endeavouring to point out to the Committee—I dare say