

tracted to be sold ; of course, at a given price per acre. And not only has it been purchased, but in all probability it has been purchased twice over, and money paid by two sets of parties—one to one set of Natives, and the other to the other set. There are not only two sets, but probably three, four, or five sets, according as the different speculators think this man has a title or that man. These several speculators who really do the fighting, and, I am pretty well sure, bear the brunt of the expense. No doubt, in settling accounts with the Natives, to a certain amount they debit the Natives as much as they can ; but I think that, generally speaking, if we could get at it, it would be found that the Natives get as their money the original price per acre agreed upon, and the lawyers' fees are borne by the purchasers. That that is the case to a certain extent I am satisfied, and I believe it is to a considerable extent.

120. The point I want to bring out is this : Although the declaration goes to the whole of the money paid by the Maoris to the lawyers, are you equally sure that it goes to the whole of the money paid by the real fighters in the case—the so-called purchasers to the lawyers?—I am not sure, but if the declaration is faithfully followed, it should do. The statutory declaration—the form used—although it bears my signature as approving, was proposed by the late Chief Judge, and sanctioned by all the other Judges ; but, as I then pointed out, what seems to be the really valuable part of the declaration is not worth anything, being only a promise not to take more. There could not be a prosecution on breach of a promise made.

121. How is the lump sum, as you call it, for each case arrived at ; upon what scale of fees is it calculated?—There was no attempt at a scale made. It was left simply for the lawyers and the parties employing them to make their own bargain ; the parties who employed them being, I understand, in almost every case, not the Maoris but the Europeans, as I have already explained.

122. These costs, can they be taxed the same as costs in the Supreme Court?—Yes.

123. If an excessive "lump sum" was charged, would it not be competent for the Court to object to it?—I think so. It might object with effect, and say, If you do not abate the fee you shall not appear at all.

124. That brings me back again as to how the sum is calculated. There must be some idea of what is a reasonable charge. I would ask you whether it is based on the assumption that ten guineas a day is a reasonable charge for a lawyer attending the Court?—That, no doubt, would be the basis upon which they would settle. I should imagine so. But upon what principle they went I do not know.

125. The real fighters in these cases, in your opinion, have a good deal to do with the employment of the lawyers. When a lawyer takes a brief, in addition to these fees to which their declarations go, have you any reason to suppose that any other fees are paid, such as, for instance, the brief being indorsed with the sum of £100, or any other sum ; or do you think that that would be a violation of the declaration?—To take a fee for a hundred guineas marked on a brief, with a daily refresher of ten guineas, would not be a violation of the declaration as it originally stood.

126. Or, if by agreement with the real fighters in the case, the so-called purchasers, the sum of 1s. 4d. or any other sum, was to be paid for every acre passed through the Court, would that be a violation of the declaration?—I think that would depend on the particular circumstances. I never heard of such a case as that. I have heard of 1s. 4d. an acre, but not for assisting to pass the land through the Court.

127. If the agreement was in this form : 1s. 4d. to be paid for two services—namely, the passing of the land through the Court, and the purchase of the land—in that so-called kind of purchase for certain parties, would that be a violation of the declaration?—No doubt, if that particular emolument were not mentioned in the declaration.

128. Have you any reason to suppose that the case suggested in my last question has actually occurred?—Not quite. There was the fee and the daily refresher specified in the declaration. I have no reason to believe that anything more was paid for that work. But I do know that, in addition to the emoluments paid as counsel's fee, there was a separate bargain with Europeans, by which the Europeans were to pay 1s. 4d. for each acre of the land under investigation which was sold by the Natives to the Europeans.

129. *The Chairman.*] Was not that taking a double fee, taking from both parties?—There is the fact.

130. What I mean is this : would not that be recognized by the Court as taking a fee from both sides?—The Court would have nothing to do with that. It might be a matter for the Supreme Court.

131. But if it were a case in the Supreme Court, or any other ordinary Court, would a lawyer be allowed to take fees from both sides in that way?—I do not know what that Court would say to it, but if my Court had interfered in the matter it would have been told to mind its own business.

132. That is, you have no power by Act to interfere?—Yes.

133. Because, I suppose, lawyers are not officers of the Court?—Except so far as the business of my Court is concerned. As to the transaction of 1s. 4d. per acre, that would be a matter not within my cognizance at all.

134. That would not be covered by the declaration?—No ; a different transaction altogether.

135. Have you reason to believe that such practices as you have now detailed are common?—I only know of one case.

136. I will read from the petition : "Your petitioners pray that all lawyers be removed from the Court before our lands have all disappeared." From your experience in the Court, have you come to any opinion as to whether it is advisable to hold Courts without the presence of lawyers?—I think that the lawyers in a Court may make themselves a great blessing or a great curse, according