had better go and look at Mr. Ballance's papers." This land has long ago been arranged by Mr. Ballance to be returned to the Maoris. The mistake now, and that which has confused the position, is the bringing of the action in the Supreme Court. When Mr. Ballance went out of power in 1886 I also lost my seat, and Mr. Carroll came in my place. That is why no law was passed to hand this land back to these people. Then entirely a new man, who knew nothing about the matter, took the case to the Supreme Court, and this trouble rose up. Now, that is the position. [Mr. Pere here pointed out the various localities on the map.] When I explained the matter to the Premier he said, "I never knew you to tell a falsehood." I wanted £2 an acre for the land, and he said 7s. 6d. I said that was far too little. After we had been talking about the thing for some time the Premier raised his offer to 10s. per acre, and then Nireaha said, "Never mind, I will accept it," and I seized my hat and went out of the room enraged because the man was such a fool. I claimed that the Premier should give 10,000 acres to the Rangitane. He said, "No, give them the money," and I said, "No, hold the money to buy some more land." Now, through this business in the Court the land has been cut up for one person and another, and there is none left. I say there is land left in no other block which has been surveyed, because we have searched through all the blocks. There are records in the Survey Department which distinctly prove that this land has not been surveyed, and the name of the land is Kaihinu, so that it was arranged to state that this land was the property of the ten Crown grantees of Kaihinu No. 2. That is the position with regard to the thing. After this land had been included in the Kaihinu Block we knew perfectly well that the Government would never give any money.

WEDNESDAY, 16TH AUGUST, 1905.

A. L. D. FRASER, M.H.R., examined. (No. 8.)

1. *The Chairman.*] I understand, Mr. Fraser, that you are prepared to give evidence in connection with this case?—Yes. As the Committee is aware, this investigation is the result of legislation passed by Parliament, as more carefully particularised than is necessary for me to do now by Mr. Myers. Under the Act there was a sum of money to be divided between the parties who had found the funds for carrying on the litigation in connection with Kaihinu No. 2 in New Zealand and in England, and any balance of that amount was to be divided *pro rata* between the owners of the land. I was retained and appeared for Nireaha Tamaki, the original plaintiff in the actions in the Supreme Court, Court of Appeal, and Privy Council. On arrival at Woodville, where the Native Land Court sat, Mr. Myers was present on behalf of the Crown, Mr. Morison on behalf of Rewanui Apatari, Ereni te Aweawe, and others. On the Court opening it was suggested by counsel that an adjournment should be given to enable the parties, if possible, to come to a voluntary arrangement instead of going into minute detail as to the ownership of the land, or who were entitled to reimbursement for the expenditure. Mr. Baldwin, who had acted for the Natives in the Supreme Court and Privy Council, was sent for, and asked to produce any accounts that he had. The accounts he produced were the result chiefly of his memory, his books having been destroyed or lost. After spending some two days in the investigation of the records kept by the Natives and a crude balance-sheet presented by Mr. Baldwin, we found that the costs of the inquiries in the Supreme Court, the Court of Appeal, and the Privy Council amounted to a considerable sum above what Parliament had voted. It was then evident to Mr. Morison, Mr. Myers, and myself that it was necessary to save further expense—to use every means in our power to come to an arrangement by which a certain sum should be set aside to represent the disbursements, and any balance for the owners of the land. Mr. Morison—not in my presence, but he informed me—interviewed his clients with regard to coming to an arrangement, and I interviewed my client, who left everything in my hands connected with any proposed settlement. During the whole of the proceedings he took no part in the arrangements, but gave me entire authority to act for him. After considerable investigation of the accounts, we decided to set aside £1,600 to be divided between the owners of the land, the balance of the sum voted to be refunded to those who had advanced money towards the expenses of the lengthened litigation. Mr. Morison submitted a rough scheme to his clients, so he informed me. Before we went to the Court with the agreement we referred it to three Native agents who were appearing for different sections of the people, and they all agreed to the terms and the list. It was submitted to the Court as a draft agreement and read in Court, all the parties agreeing to it with the exception of Hare Rakena, who claimed that he, as an owner of the land, should have a portion of the money set aside for the owners. He admitted that he had not subscribed towards the expenses of the litigation, but still demanded a sum of £100 as his share as representing his interest in the land. The Court adjourned to allow the parties to consider that claim. As it seemed to be the only obstacle in the way of a final settlement, I offered to give £50 towards the £100 if Mr. Morison's clients would give £50. Mr. Morison submitted this proposal to his clients, and they positively declined, denying his (Hare Rakena's) right to participate. We then went before the Court again, and Hare Rakena withdrew all claim to the money, and the Court once more adjourned for the voluntary arrangement or agreement to be engrossed, and to be once more submitted to the Court. On resuming, and the agreement being produced, Hare Rakena once more made a claim to participate in the money—this time for a sum of £50. In Court I suggested to Mr. Morison that his people should subscribe £25 and I would subscribe £25, realising that if we could terminate the case then there would be much more that £50 saved. Mr. Morison submitted this proposal to Rewanui, but she positively declined to accede to it. On the Court being informed that the parties would not agree to pay the £50, Judge Brabant said he must settle the claim of Hare Rakena on its merits. Hare Rakena was sworn, and gave his full claims to the land, was cross-examined by Mr. Morison, and had