

leaving the matter in that position. Whilst in Wellington I was informed the matter had been settled as proposed. On my return Mr. Sutton applied to me to repay him some expenses which he had incurred about the matter. I at first declined to recognize his claim, but on speaking to Mr. Wilson I agreed to pay it. I absolutely deny that I ever employed Mr. Sutton as my agent in the matter. I looked upon him entirely as acting for Tareha. I recollect some application of Mr. Sutton about the firewood; but as it was not in my proposal I refused to acknowledge the claim. Tareha has never applied to myself personally on the subject. I have heard my people in charge at Waitanoa say that once or twice the Natives have come wanting to get timber. I recollect signing a paper to indemnify Mr. Sutton. I did not understand that it had any special reference to firewood. I have no personal interest in the block whatever.

*Mr. Lee.*] It was immediately after the sale of the Papakura Block by the Government that I had the conversation with Tareha, in 1866. I believe I went to Wellington about July or August. My negotiations with Tareha were some time subsequent to the auction sales (*i.e.* the sales of the leases in Papakura Block) by the Government. On the strength of my agreement with Tareha I put sheep on the land. There is no dividing fence between the land I bought for Mr. Aikman and Little Bush. Did not your sheep go on just as much before as after the agreement? Not so far as I can recollect. I bought about 300 or 400 acres altogether for Mr. Aikman. At what price? The sections were leased at various rents. There was considerable competition, because the people who got the leases had a right of pre-emption from Government at a valuation. The rents I gave for Mr. Aikman ranged from £1 to 30s. per acre, and probably one or two sections a little more. The sections varied in size. There were sections of 20, 40, 50, and 70 acres. The price I paid for Mr. Aikman for the freehold cost from £3 to £5 an acre. I was not residing at Papakura myself; a person named Knox had some adjoining sections, and he employed some one to look after our sheep jointly. I never instructed him that the sheep were to be put on the Waitanoa. I informed Knox that Waitanoa was leased to me. I recollect informing him of that. I cannot say where I first saw the paper McKenzie showed me. I cannot recollect where it was first given to me. I think it was witnessed by McKenzie. I think it was in Maori, but am not certain. I understand a little of the Native language. Did you read it through so as to understand its contents? Certainly I did. I did not make a copy of it, not to my knowledge. Probably I sent a copy of it to Mr. Aikman. It was put away with the other papers of mine at one time. Did you ever show the document (agreement) to your solicitor? Probably I did; I do not know that I did. I brought this action in my own name. Did you not give the document to your solicitor on which the action was founded? I have no recollection of doing so. Before I went to Wellington, Tareha mentioned the firewood. Before I went to Wellington, Tareha agreed the matter of the lease should stand over. A Native was present. Tareha did not then say that unless I agreed to give the firewood the treaty would be at an end. When I returned from Wellington I first saw Miller's lease. I think Sutton's demand was £10 or £11—not for his services, for expenses. Before I applied to Sutton, Mr. Edward Hamlin proposed on my behalf to buy Waitanoa of the Natives. They asked some very large sum, which I laughed at, and refused to give. Had not the value of the land fallen between the time of the Government leases and the Government sales, in consequence of two floods over the land? Yes; I think ideas of the value of the land had diminished at the time of the sale. I think Mr. Sealy's section went as high as £7. None went at £10. That for which £7 was paid was of much higher value than this Waitanoa Block, which is generally useless from water a third part of the year. That was always the character of the land. It was one-third raupo swamp, and nearly useless until the time of the Government auction (*i.e.* the sale of the leases). I do not know that the Natives asked £10 or £11 an acre.

*Mr. Sutton.*] I do not admit that you were my agent. I did not ask you upon what terms you would conduct negotiations for me. Do you swear positively that I did not tell you that the Natives were in my debt, and that if I received any part of the purchase money in reduction of my debt I should charge no commission; but if I received none, I should expect to be paid something? I have no recollection whatever of any such conversation. You said the Natives wished to raise some £500 for a large feast, and that you would not undertake to supply the goods for it unless they gave you some money. That they had put Waitanoa into your hands for sale, to raise money for that purpose. I empowered you to give £250 for the land, and to agree that the action should be stayed. I mentioned those were the terms on which I empowered you to purchase the block. I said generally that Tareha was to have £250 clear. I do not recollect I did in terms authorize you to pay Mr. Cuff's costs, but I was to pay all the expenses. I believe that I did say the action was to be stayed and Mr. Cuff's expenses paid. Did you not expressly ask me to go to Mr. Cuff and pay his expenses and get a receipt? Very possibly I did. I am aware you did pay the costs. Do you remember any conversation with me about this action against Tareha? Not previous to that time. Did you not tell me that declaration had been drawn by the Attorney-General, and that you were bound to succeed? If I said so, it was drawn by the Attorney-General. I have no recollection of saying anything of the sort. Did I not say the sum of £250 was small, when you said that the Attorney-General had declared the action was bound to succeed? I have no recollection of any such conversation about the Attorney-General. Did you give me two cheques, one for £10 or £11, and the other for £13. Probably I did, after speaking about them to Wilson. I agreed to pay you some of your expenses.

*Chairman.*] I deny paying Sutton anything for commission. I say that I paid Sutton for what he told me he was out of pocket. Did he bring you an account of expenses out of pocket? I have no recollection; I think not. He mentioned a lump sum, I think. Possibly there might be some dispute as to the amount of Mr. Cuff's account.

*Mr. Sutton.*] Have you no recollection of asking me to take £5 for my services immediately previous to the execution of conveyance from me to Aikman? I have no recollection of that. I was surprised any claim was made. I think I paid Mr. Cuff's expenses by a separate cheque. Are you certain that I did not stipulate before I signed the conveyance to Aikman I should have £10 for my services? I have no recollection of £10, but you insisted on a payment. Did you not instruct Mr. Wilson to take the conveyance from Tareha to me? I do not recollect giving any such instructions to Mr. Wilson.