

Complainant.] I never was partner with Mr. Worgan. He gave me no money for attesting.

Chairman.] So far as I know Te Hapuku is the greatest claimant in the district of Te Aute. The other claims are nothing to his; and if these grantees are put in it is a matter almost of courtesy on the part of Te Hapu. I could not state what fractional part Hokomata is entitled to, nor do I think it could be ascertained by Native usage—not without difficulty. I will not say it is absolutely impossible, but very difficult. Arihi is also a great claimant in the district, but her name is not in this grant.

Mr. Maning.] Have been ten or twelve years in this district. Te Hapuku's people were cultivating on this land.

Hikairo.] Worgan gave Hokomata £1, she agreeing that when the other grantees' money was paid she was to return the £1. Hokomata asked Worgan to give her some money. As far as I can recollect, one or two had signed before her. Te Hapuku had not signed when she signed. Hokomata, Hapuku, and others signed the deed in Cowper's house, at Waipawa. (Conveyance dated 2nd December, 1869, Te Hapuku and Others to Ellingham, produced to witness.) This is the deed I referred to yesterday in my evidence in this case. I recognize my signature and Hokomata's mark. The deed is attested by Worgan, a licensed interpreter.

John Wainhouse Neale sworn.

I am a storekeeper, residing in Napier, in partnership with John Close. I know the block at Te Aute, on which Ellingham's public-house is built. My partner and I advanced £300 on mortgage of the block. We transferred the mortgage to Mr. Rathbone. Ellingham's house, at Te Aute, was purchased from the Natives, at the commencement of December, 1869, on the 3rd or 4th. I took down £300 to pay for the land: I believe £150 in Bank of New Zealand notes and the rest in cheques—Neale and Close's cheques. I took it to Waipawa to wait until the land had passed through the Court. Mr. Worgan was interviewing the Natives, and he told me that the Natives were ready to receive the money. I handed the money into his hands. He counted it. The conveyance was on the table, and the room was full of Natives. He either laid the money on the centre of the table or handed it to one of the Natives, who counted it again. Te Hapuku was there. I do not know who the others were. There was about a dozen to twenty. Mr. Martyn Hamlin was there. I asked Mr. Worgan if they had all signed. He said one or two had not. The money must be paid before these would sign. I do not remember that I saw any signing going on myself. The deed was completed before I left the room. This took place at Cowper's Hotel, Waipawa.

Koroki.

Complaint No. 8

CASE No. VII.

No evidence taken. Complaint dismissed on opening, as not within the scope of Commission.

Complaint No. 9.

Ex parte
Cannon and Wife.

CASE No. VIII.

William Alexander Cannon sworn.

I am the same complainant as in complaint No. 6, heard yesterday. The block mentioned in my complaint is named Turamoe. It has been through the Native Land Court, and contains about 2,040 acres; it is in the Pakipaki. According to the laws of England I have a life interest in all my wife's property, and I have a family of children. My wife's name is in the order for certificate, issued by the Native Land Court for Turamoe. There are ten names, Paurini is the head grantee, and the rest are all alike. My wife claims about seventeen names on the block. My wife has signed her name to a lease of the block to James Henry Coleman, without my consent. The interpreter gave her a paper, when she signed the lease, to get £2 from Mr. Coleman. I and my wife were coming along in a cart from the Pakipaki and met Mr. Coleman on the road. My wife said, There is Henry Coleman. I said to Mr. Coleman, I presume you are Mr. Coleman. He said, Yes. I said, You owe this woman £2, why didn't you pay her? He says, Who are you? I said, Who are you? I'll let you know who I am; I'll summons you to the Waipawa Court; which I did. He settled the case here in Napier with the District Court Judge, when the case was called on at Waipawa. The Judge told me I had acted very foolishly in summoning Mr. Coleman, and I lost my case and had to pay 32s. costs. The £2 was part of one year's rent. The rent in the lease is £20, payable yearly. So my wife, seeing herself done out of the rent, came down to Napier and mortgaged this property. The £2 was part of the first year's rent. I know nothing of the second year's rent, because the mortgagee receives my wife's share. Mr. Newton is the mortgagee. The whole lot of grantees followed my wife's example, and came down to Napier and mortgaged their shares. My wife leased without my consent and without my knowledge. I think I signed my name to the mortgage; yes, I am sure I did.

Turamoe.

Complaint No. 10.

Ex parte
Cannon and Wife.

Henry Bodaan sworn.

Mr. Wilson.] I am a bookkeeper and clerk, now in the employ of Mr. Gardiner, at Pukahu. I know Hokomata, under the name of Mrs. Cannon, wife of W. A. Cannon, of Te Aute. (Deed produced.) That is my signature to the attestation clause. I saw Hokomata sign her mark, in Mr. Worgan's presence, at Te Aute. From the time Mr. Worgan called me till the time I signed the attestation clause, Mr. Worgan was reading over the deed to Hokomata in Maori.

Mr. Cannon.] I do not understand Maori. I know sufficient of Maori to know he was reading Maori. He asked her if she would agree, and she signed the deed, Mr. Worgan holding the pen. Mr. Worgan asked me to witness her voluntary signature.

Hikairo.] When Hokomata was signing it was at a little round table—I was close to her—in Mr. Ellingham's house. I could not say what that box is at this distance (a box of pens at four yards off); I am very short-sighted.

Turamoe.

Complaint No. 10.