

63. *Hon. Mr. Mitchelson.*] This £3,000 was trust money, the interest to be paid to the Natives?—Yes.

64. And the £10,000 on Pakowhai was, if I understand you, for laying a foundation towards freeing the other blocks?—That is so.

65. *The Chairman.* You have stated that Mr. Rees invited the members of the committee to go to his office and execute a mortgage to raise £10,000; that you asked Mr. Rees what that money was for, and that Mr. Rees said it was for “sinews of war” to carry on the proceedings for different other blocks?—Yes.

66. Will you explain what the “proceedings” which were to be carried on against those other blocks?—We supposed at the time it was to pay for surveys and other expenses connected with those other blocks. Some of these blocks—notably, Whataupoko had to be surveyed and sold.

67. Then, you did not understand it was for legal proceedings?—Mr. Rees may have had some such intention, but it was not explained to the Committee that any part of the £10,000 was to be used in legal expenses.

68. Then before you signed the mortgage you were satisfied that the £10,000 was to go in surveys and other expenses, was that it?—I understood that this money was to be used in carrying on other blocks—for laying down grass and otherwise improving them.

69. Did you think at that time that these lands were the property of the company?—I knew that the blocks were in possession of the company; that the Native owners had received scrip in Whataupoko and other blocks.

70. *Mr. Buckland.*] Did you know before you got there why Mr. Rees had sent for you to come to his office?—We had no idea what Mr. Rees wanted us for until we reached his office.

71. *The Chairman.*] Was this £10,000 advanced by the bank?—No, from Reed’s trustees; it was raised under the mortgage. We thought he wanted us in connection of some other matter; but when we got there we found it was to execute a mortgage on the Pakowhai.

72. *Hon. Mr. Mitchelson.*] Did you or any other member of the committee ever imagine that the £3,000 placed in the bank was to be expended by the company on the other blocks?—It was never supposed by any of us that this £3,000, or any portion of it, would be used by the company. We understood it was to be put in the bank. All we did was to count the number of years and the interest accrued for those years.

73. *Mr. Buckland.*] How do you know it is not in the bank now?—We have a suspicion that there is none of it in the bank now.

74. Are you a relation of Wi Pere’s?—Yes, I am a relation of Wi Pere’s.

75. *The Chairman.*] Was it Wi Pere or Mr. Rees that induced you to sign this mortgage?—Mr. Rees.

76. *Hon. Mr. Mitchelson.*] Did Wi Pere or Mr. Rees not tell you that that money had been expended in erecting bridges and making roads through the blocks—I mean the £3,000?—No; we were never told that by Wi Pere or Mr. Rees.

77. *The Chairman.*] Have there been bridges erected or roads made through these blocks?—The making of roads in Whataupoko Block was a different matter. A mortgage was raised on 3,000 acres at Te Kopua, in the Marataha Block, amounting to £1,600, which we were told was to be spent in building a bridge Whataupoko. We were told that the building of this bridge would recoup us the £1,600, and our 3,000 acres would be set free.

78. *Hon. Mr. Mitchelson.*] That is gone too, in the same way?—Those 3,000 acres are lost to us also. We were paid £80—that is, one year’s interest on the £1,600. We were told that the interest would be paid yearly; but no other money has been paid to us.

79. Was the committee formed by the Natives told by Wi Pere or Mr. Rees that it was their intention, as soon as they became trustees of the Pakowhai Block, they would hand over the block to the company?—When the arrangements were first made with Mr. Rees there was no mention of a company at all; but after we had all signed and appointed them trustees, then the company was raised—was got together.

80. Do you say no mention was made of the existence of any company?—No mention was made of the existence of any company at first; it was only when the talk about raising the £40,000 to pay Johnson took place that we heard about a company.

81. Why did you allow the £3,000 from Johnson to remain in the hands of Wi Pere and Rees? Why did not you and the rest of the committee take it into your own hands and deal with it yourselves?—Mr. Rees told us that the £3,000 was to be placed in the bank, and that we were to draw the interest at 6 per cent. We were under the impression that it was safe in the bank, and that the interest was mounting up.

82. When you found that the interest was not being paid, why did you not ask that the money should be refunded?—We never asked for it to be paid to us yearly; if we had asked we would perhaps have been told it was not available; however, we did not ask for it.

83. What was the inducement held out to you by Wi Pere and Mr. Rees for the purpose of leading you to appoint them trustees?—Are you asking the reasons which made us sign the agreement in the first instance or afterwards?

84. When you were asked to sign over the land, what was the inducement held out to you by Wi Pere and Mr. Rees to sign the agreement?—We were induced to sign the agreement handing over the land to Rees and Wi Pere because they told us that we could get the land back from Mr. Johnson; that full power and authority would be invested in the committee.

85. What was the consideration money for signing this deed of agreement?—Five shillings; that was the consideration money mentioned in the deed.

86. *The Chairman.*] Which you say you never got; that is stated in the petition; was it 5s. each?—I do not know whether it was 5s. a share, or whether it was 5s., but we never got it.

87. *Hon. Mr. Mitchelson.*] Will you tell us whether, in respect of the blocks now in possession of the bank, the Natives have received money or scrip?—I believe that in the case of Te Kopua Block