

to be made I would have had these books here, and would have brought witnesses to be examined before the Committee. As I have said, I received about £1,200 from Johnson. The company received the balance.

245. *Hon. Mr. Mitchelson.*] Was the money paid immediately?—None of it was paid immediately after the company was formed. The company, however, did receive the balance in Johnson's hands, £1,500 or £1,600. The money I received was used in legal expenses, in surveys, and various other expenses, not only on the Pakowhai and Maraetaha Blocks, but on other blocks. I may state that at this time I was engaged for the Maoris generally in litigation with the trustees of Captain Reed's estate—litigation of a ruinous character. There were several suits, criminal and civil, in which we had to bring witnesses to Gisborne, Napier, and Wellington by the score. In one case eight Maoris were committed for trial, to be tried here in Wellington. That was a forcible entry case. It was not in respect of the Pakowhai Block. I myself was sued for £10,000 by Reed's trustees for having started these suits. Of course I cannot at the moment give particulars of the accounts, for the reasons I have stated, but the money went for legal expenses, for surveys, roads, and a bridge across the Tareheru River. I do not believe that less than £12,000 was spent in these matters. The £1,200, or something from £1,200 to £1,400, that I received from Johnson went in that way. I never understood in the slightest degree but that that money was to be used for those purposes. The £10,000 was mostly shifted on to Reed's estate, or to other mortgages. It was not received in cash at all. There was £6,000 in one lot on Whataupoko. It is impossible for me to enter at a moment's notice into the whole of these accounts. It was not because we failed to raise the £40,000 to buy him out that our purchase of the Maraetaha Block fell through. We had the right to purchase by arbitration. We selected for our arbitrator Captain Tucker. Johnson chose his arbitrator, Major Pitt. It was commenced in due time. The object was to get the amount fixed above or below £40,000, for which we were to purchase Maraetaha. After the arbitration had begun Mr. Johnson withdrew Major Pitt, and said he would not go on with the matter. We brought an action in the Supreme Court to compel him to go on, so that we might fulfil the contract we had entered into on behalf of the Natives. The action went against us, because the Supreme Court held that they could not compel him to go on. The costs in that case on both sides came to more than £600. The law has been altered since that; but that is no use to us now. If the law had been then as it is at present we could have gone on with one arbitrator. But the law was not so then. When the £10,000 was borrowed on the Pakowhai Block it was borrowed for the same general purposes—viz., to enable Wi Pere and the committees generally to go on with the management of the different blocks, the understanding being that the other blocks were to repay the money thus expended on them. I would like the Maoris to remember this: that the Europeans have also suffered; they also paid their money—nearly £100,000; that is gone too. Everything seemed to be against us from the beginning. Of course, if I had known what would be the result I would not have advised the Maoris to go into that; but neither I nor the Europeans could foresee the results. The first time I ever heard that the Natives looked to me and Wi Pere for this £3,000 was when Hemi Waaka mentioned it in Mr. Mitchelson's presence at Kaiti. Then, I was anxious not to have any difference with the Natives. My own idea was at that time to get the Government to take the land over. That was my anxiety at that time. I said that in the main the statements made by Hemi were absolutely true. But I never understood that the Maoris held us responsible for that £3,000. I say again that the first I ever heard from Hemi or any one else about that £3,000 being deposited in the bank and interest accruing, was in the statement made by Hemi to Mr. Mitchelson at the beginning of last year—I think it was last year. As regards the loss of their lands to the Maoris, I feel that as much as the Maoris. As to Wi Pere, who, with me, advised the Maoris, he is anxious and willing to place a lot of his own land as additional lands available in aid of settlement of this matter if the Government will come forward and take these lands over. My anxiety, and Hemi knows, my anxiety has been to get the Government to take over these lands, taking other lands if possible, in order to make reserves safe for the Maoris for all future time. So far from me getting anything out of this concern, in 1884 I was placed in the Bankruptcy Court; the house I lived in was sold—a house that was given to me by Riparata. I do not know that it is of any use saying anything further; but I may state that Mr. De Latour and myself went to Murewai; we understood that full notice of our coming had been given to the Natives. We went there for the purpose of going through these accounts. That was in 1887, before Wi Pere and I went Home. I understood that the Natives kept away purposely. Hemi, however, says they did not keep away purposely. I may further state that in 1888, when the Natives assigned the power assenting to the mortgage, before myself and Wi Pere went Home, I understood that the whole of the committees had gone through the accounts of the different blocks in Mr. De Latour's office. I do not know that Hemi was there; but I saw numbers of the Natives there. Hemi says he did not see them. Of course I cannot say anything about that, as I did not see him personally.

TUESDAY, 4TH AUGUST, 1891.

WI PERE in attendance and examined.

246. *The Chairman.*] Having heard the petition read, have you anything to say in regard to it?—Is this why I was asked to attend this Committee?

247. Hemi Waaka has given evidence on two other petitions which we have here, but we are treating all three petitions as one. I would like to know whether you have anything to say in regard to the petition that has been read?—The lands mentioned in the petition were first of all leased to Mr. Johnson. During the currency of the lease Mr. Johnson purchased a number of shares. There was a good deal of trouble caused through Mr. Johnson not allowing the grantees who had not sold to go upon the land. The Europeans chased some Maori children, who had gone to gather peaches, to the water, so that the children were nearly drowned. Mr. Rees