

MINUTES OF EVIDENCE.

FRIDAY, 19TH NOVEMBER, 1897.

THE HON. J. CARROLL, in laying the case before the Committee, read the following letters, in order to familiarise members with the facts as represented by the Maoris interested:—

Greytown, Wairarapa, 24th August, 1897.

The Hon. Mr. McKenzie, Acting Premier, and the Hon. Mr. Carroll.—Friends, greeting. A great hardship having come upon us, we write to you and entreat you and your Government to consider our case and assist us who are pressed down with a great weight. This hardship is a very grievous one. In the year 1890, or 1893, a lease of the under-mentioned lands of ours was arranged,—namely, of: (1) Kawakawa, 17,790 acres; (2) Matakaitaki, 4,910 acres; (3) Kopi, 2,600 acres. At that time partition cases were being taken before the Native Land Court, and at that time, too, trouble arose between us, the Maoris who had interests, and the lessees, the trouble being that there were two persons who stepped in and demanded, one that we should sign his lease, and the other that we should sign his.

The names of those two persons were, Mr. Charles Pharazyn and Te Ama, each of whom had a deed of lease. Their negotiations proceeded. Some of us were drawn to Te Ama, while some were drawn to Mr. Pharazyn. While they were conducting their negotiations for obtaining names (signatures), Mr. Charles Pharazyn's agent made arrangements for advancing moneys, it being known that if any of our number (that is, our parents) wished to obtain moneys they should go to him. This was the commencement of our disaster; and upon this the majority of the people signed the lease to Mr. Charles Pharazyn. Subsequently to our signing our names one and another took moneys. At the same time an agreement to mortgage was signed between Mr. Charles Pharazyn and ourselves, the interest being at the rate of 8 per cent. per annum; and now we are asked to sign the deed of mortgage.

Well then, should we sign the document then indeed shall we suffer, because those are all the lands we have, and, too, the small amounts payable to us are not sufficient to pay the interest and the principal received by us from him. We have not received any rent from the time the lease was made; all has been absorbed in the payment of the interest for moneys received. Those of us who have escaped from this disaster are those who did not sign the lease to Mr. Charles Pharazyn but signed the lease to Te Ama.

The amount of interest payable for the sums of money received is in excess of the amount of the rent that each of us is entitled to receive.

We supply you herewith a schedule showing:—(1) our interests (the acreage thereof), (2) the amount of indebtedness, (3) the interest on loan, (4) the amount of rent, (5) the shortage, being the difference between rent and interest. You will thus see that the rent is not sufficient to pay the full amount of interest, and the debt is ever increasing.

It is not that we object to repay these moneys; we are willing to do so, but not to do so in the manner demanded of us, that is by signing an effective deed of mortgage. For, by the foregoing statement of the position that we have there shown you it would be better for us to sell our shares than to sign the deed of mortgage.

Again, considering the nature of the transaction under which our signatures and those of our elders were obtained to this lease, it would be right that some arrangement be made under which we should be enabled to pay off our indebtedness to him, and so retain our lands for our descendants.

We have laid our suggestions in that direction before Mr. Charles Pharazyn, but these suggestions did not have effect, as the two persons who are working the land did not agree thereto.

We, therefore, pray that you will give this your consideration.—Sufficient, from your friends.

Eruha te Maari,
Heta Hemi te Miha,
Ngaere Heemi,
Ani Ratima,
Hiria Karauria,
Kahu Piripi,

Rina Ihakara,
Reti a te Maari,
Whanautane te Maari,
Nikorima te Maari,
Arapata te Maari
Makere Kirihī,

Ngatikahungunu Tribe.

P.S.—The majority of these signatures are those of the sons and daughters of the original debtors, a few of which are set out in the following schedule:—

Debtors.	Interest, Acreage.	Rent.	Debt.	Interest on Loan per Annum, at 8 per Cent.	Increase on Principal caused by insufficiency of Rents.
		£ s. d.	£ s. d.	£ s. d.	£ s. d.
Piripiri te Maari ..	Kawakawa No. 1, 3,400 acres Matakaitaki No. 1, 580 acres	48 0 0	1,544 2 7	120 0 0	72 0 0
Hemi te Miha ..	Kawakawa No. 1, 2,000 acres Matakaitaki No. 1, 430 acres Te Kopi No. 2, 760 acres Te Kopi No. 5, 200 acres	38 5 7	1,382 12 6	108 0 0	69 14 5
Kooro te Raukiri	Kawakawa No. 1, 1,200 acres Kawakawa No. 1, 1,600 acres	14 9 7	558 7 6	44 0 0	29 10 5
Te Ngaere Hemi ..	Matakaitaki No. 1, 215 acres Matakaitaki No. 1, 265 acres	24 11 5	452 3 6	36 0 0	11 8 7
		3 5 6	109 6 3	8 0 0	4 14 6

Copy of letter received by Te Ngaere Hemi and others, calling upon them to execute a deed of mortgage to Mr. Charles Pharazyn:—

Greytown, Wairarapa, 7th October, 1897.

To Te Ngaere Hemi, Tauranganui, Lower Valley.

SIR,—This is to notify you, should you fail to sign the deed of mortgage to Mr. Charles Pharazyn of your interest in Whatarangi (i.e., Matakaitaki and Kawakawa Blocks) within seven days from date, a writ of the Supreme Court will be issued against you compelling you to sign the deed, and to pay all costs incurred.

Mr. Charles Pharazyn has no desire to take this action against you, but he has been pressed by Mr. Sinclair and Te Ama (Iraia te Whaiti) to get this done, and if you will not do it, then proceedings will be taken as stated above.

Mr. McFarlane (Native Agent and Interpreter) has the deed, as you already know.

You will understand that when you began to borrow money from Mr. Pharazyn you signed an agreement to mortgage all your interests in Te Kawakawa, Matakaitaki, and Te Kopi Blocks, that, after twelve months' notice was given you, you were to sign the original deed. The notice was given you a little over two years ago.

From your friend,

H. STRATTON IZARD, Solicitor, Greytown.