

4. The only communication you had on the subject with Mr. Loughnan was the one you have mentioned?—Nothing was said in the way of mentioning any case.

5. At that time you were not aware that it would benefit the condition of the mortgagees?—No; I knew of no case that it would affect until I came down this session.

6. *Hon. J. Carroll.*] Mr. Loughnan drew your attention to the state of the law; can you remember what words he used, as to the effect of the amendment?—He simply made the statement that it would make the law clearer.

7. Did he lead you to understand that contracts to mortgage were not legal?—No, that matter was not discussed.

8. Did he say that he was giving you this amendment so as to make provision for contracts for mortgages?—No; I do not think he said anything about that. All I remember he said was that it would make the law clearer.

9. In the matter of what?—In the matter of agreements to mortgage.

10. Then, he referred to agreements to mortgage?—Of course; that was the object of the amendment.

11. And it would make the law clearer, in so far that it would give effect to agreements to mortgage?—If they were legal, as up to the Act of 1894.

12. This amendment then was intended to make clear only legal agreements to mortgage prior to the Act of 1894?—Yes.

13. I think you said he mentioned no special case?—No.

14. Either in Hawke's Bay or elsewhere?—No.

15. Did Mr. Morison also speak to you about it?—I do not think I ever saw him specially about it. Of course I have spoken to him and Mr. Loughnan on this and other matters.

16. You were not aware of any case that would be affected?—No; and I had no personal interest whatever in the matter except the public interest.

17. *Mr. Duncan.*] Your impression of the Act was that no mortgage without this amendment would be valid?—My understanding of the law was that mortgages up to the passing of the Act of 1894, and agreements to mortgage, were made legal by that Act.

18. Are you still of that opinion?—Yes.

19. And any mortgage since 1894 is illegal?—Yes.

20. *Mr. Sligo.*] I understand there was no objection by the Government or the Law Officers to this amendment?—No.

21. *Mr. J. W. Thomson.*] Who is Mr. Loughnan?—He is a solicitor from Hastings, in Hawke's Bay, now settled in Wellington. He came from my part of the country, and I knew him very well.

22. *Hon. J. Rigg.*] Did Mr. Loughnan suggest any particular manner in which the Act should be amended?—He pointed out that the insertion of the word "mortgage" would make the agreements for mortgages as the law now stands.

23. Did he hand you the amendment in writing?—No.

#### APORO TE KUMEROA examined.

1. *The Chairman.*] Are you interested in these land transactions—these mortgages to Mr. Charles Pharazyn?—My wife is.

2. What is her name?—Te Ruihi Aporo.

3. Is her name one of those on the grant?—Yes, her name was included in 1889.

4. Her name does not appear among those before the Committee. How is that?—The reason her name does not appear here is that she has signed the deed of mortgage.

5. Not only the agreement to mortgage?—She signed the mortgage itself, and that is the reason her name does not appear here.

6. And you acted for her in the transaction of borrowing money from Mr. Pharazyn?—I did.

7. Are you one of the objectors to the Act of last year?—None of the Natives knew anything about this Act until this year. It was not until this present year that we found out that a clause had been placed in the Act which would affect this mortgage.

8. When your wife was included in the mortgage deed, was it with your consent?—Yes; it was with my consent.

9. Then you do not disapprove of it now?—No one objects to the mortgage; but what they do object to is this: they do not want the land to pass away. They want an arrangement which will enable them to pay off the mortgage and keep the land.

10. Do they know that that can only be done by an arrangement for the payment of the money?—No such provision as that was made at the time the agreement was first entered into.

11. As what?—That these mortgages were to be the means of purchasing the land.

12. When your wife executed the mortgage deed, was she aware of the nature of the deed?—Yes; it was read over by the interpreter.

13. *Hon. T. Kelly.*] When was this money borrowed—in what year and month?—Well, the first trouble in connection with the land dates from 1889. The cause of the trouble originally was this: my wife's name was not in the Crown grant. When she applied to be included among the owners of the land the trouble began, and the people became split up amongst themselves. Some went to Mr. Pharazyn's side.

14. *The Chairman.*] With regard to the lease, was it?—This was the cause that led up to the mortgage being first entered into.

15. *Hon. T. Kelly.*] Then, I understand the names on the grant were the names of Natives who were declared by the Court to be owners of the land. Were there not other Natives who thought they were beneficial owners?—That is so.

16. Are there many of them?—No; my wife and a few others.