

57. Do you know what date that was?—In 1889.
58. What was the date when she signed the mortgage; was it before she was admitted as one of the owners or after?—It was afterwards.
59. Did she understand when she signed the mortgage that she was alienating her right to her share of the land in the event of the money not being paid back?—No.
60. She did not understand that? That was not made clear to her?—No; to none of the people who signed that mortgage. I am in a position to say that the matter was not explained to them.
61. You are quite clear that no explanation of the meaning of a mortgage was ever given?—I am absolutely certain that was not explained.
62. What was their impression of the effect of their signing the mortgage?—What they understood was this: that in the event of the money not being paid when it should be, the land would continue to be leased to the European who had advanced the money.
63. That the land should be held as security until the money was repaid, but never that it would be alienated from them altogether?—No.
64. The idea was that the lease would be renewed from time to time to the people who advanced the money until the advances were repaid out of the rents?—The idea was that, if a man found that he could not pay the money he had borrowed, his land was to be set apart for so many years to pay off the sum.
65. Until, in fact, the land earned the money and repaid the advances?—That was it. The owners were not on any consideration agreeable to sell the land.
66. And they never understood that it might be taken from them and sold?—No, they did not.
67. I think you have said that it was never pointed out to you that the interest was very much in excess of the rent?—No, it was not explained to me, nor to any of the persons who mortgaged, that the interest was greater than the amount of the rent. It was not until a year and a half had elapsed that that was said.
68. Until then you had no knowledge of the fact that the interest on the loans advanced was accumulating at a far greater rate than the rent?—It was only when this state of things was disclosed that we recognised the extent of the embarrassment. Then the people commenced to cudgel their brains to endeavour to find means by which the money might be paid back to the European who advanced it, so that the land should be saved for the people themselves. I continually attended their meetings and talked the matter over, and listened to what they said, and they never once proposed that this European's money should not be paid. They wanted to arrive at some just and equitable arrangement that would be equally fair to the European and to the Natives. Then, after this he demanded that these people should sign the deed of mortgage, and threatened them with proceedings in the Supreme Court if they refused to do so, and then their land would be seized and taken from them under this section of the Act of 1896, which has been referred to. When this was sprung upon them as a surprise they realised that an Act had been passed providing means whereby they were to be deprived of their land.
69. I understand the position to be that when your wife was willing to sign the mortgage, she never had it explained to her that the ultimate effect might be the loss of the land?—No.
70. That was never explained to her?—No, never upon any occasion. The interpreter I know well. He is a good man, and he is a man who is entirely up to his work, but he did not say a single word of that kind.
71. *Hon. J. Carroll.*] When did the block go through the Native Land Court?—In 1889.
72. I mean, when was the original investigation?—In 1870.
73. How many persons was the land awarded to?—To ten persons. The land is divided into three blocks, Te Kopi, Te Kawakawa, and Matakītaki.
74. How many persons were put into Te Kawakawa?—Ten.
75. How many into Matakītaki?—I think there were in that also ten.
76. How many into Te Kopi?—About five—four or five persons.
77. Did all the owners for each of these blocks join in the lease?—Yes.
78. To whom did they lease?—To Mr. Pharazyn.
79. When did that lease expire, and when was the renewal?—I do not know the date of the first lease. My wife was not in that lease, and therefore I have no means of knowing it.
80. When did the first lease expire?—In 1891; it must have commenced in 1870.
81. Before that lease expired, did Mr. Pharazyn negotiate with the owners for a new lease?—Yes.
82. In regard to the second lease, was anything completed?—No; Piripi and Hemi were not willing to lease the land at that time.
83. After that, what happened?—At that time, and carrying out this intention, my wife and I made an agreement. This was before she was in the land; but her aunt, Maria te Toatoa, was an owner. When this agreement was drawn up it was taken by the interpreter to Piripi and Hemi.
84. What was that agreement?—An agreement to lease to Mr. Pharazyn; Mr. Pharazyn having signified it was his desire to renew this lease and have it done before he went to England.
85. Who went with this agreement to Piripi and Hemi?—The interpreter, William Iorns, went with the agreement to Piripi and Hemi. When it was shown to Piripi, he threw it on one side and said, "I will not agree that any other person should lease my land." The trouble commenced then. The people split up, and I said to Mr. Pharazyn, "You ought to come over to my side," but he would not listen to me. He said, "No," that he looked upon Piripi and Hemi as the principal owners of the land.
86. After you asked Mr. Pharazyn to come over to your side, what happened?—We were in Wellington, and myself and Te Whatahoro went to Levin's office, and Mr. Pharazyn came there. We wanted some money, and we asked for £25, and he would not give it.