

87. I do not want to hear about that at all?—I simply said this to show he refused to have anything to do with me, as he thought Piripi and Hemi were the principal owners. When my wife got her claim he paid more attention to me.

88. When Mr. Pharazyn obtained the lease, about what time did the other man come into the field and get his lease also?—At the time when the negotiations for the second lease were entered into; about the time of the expiration of the first lease, which began in 1870. It was then this other party came in.

89. Te Ama, was it not?—Yes. He came to me, thinking that as there had been a rupture between myself and Mr. Pharazyn he would persuade me to lease the land to him.

90. And your wife leased it?—Yes.

91. How many signed Te Ama's lease?—Many people.

92. How many signed Mr. Pharazyn's lease?—Also many people signed that.

93. After these two leases were signed were they taken before the Native Land Court to define the interest of each lessee?—We came to Wellington, and the leases were brought there, and the area leased to Mr. Pharazyn and that to Te Ama were ascertained.

94. That means that the two leases were submitted to the Native Land Court?—Yes, they were; but nothing was finally complete because each side claimed the whole of the land. It was admitted on all sides that the persons who had signed the lease had done it properly, but each side wanted to get all the land under his own particular lease.

95. The Court did not allow that?—No.

96. When was the area defined as being the allotment to each lessee of the land?—It was not until a considerable time afterwards that the matter was finally settled. Mr. Pharazyn agreed that Te Ama should have the whole of the land; he would give all his over to him.

97. Then subsequently Mr. Pharazyn transferred the rights under this lease to Te Ama; do you know on what terms the transfer was made?—I do not know. That was arranged amongst the lawyers. I no longer took an active part in the transaction.

98. Was there an agreement to mortgage to Mr. Pharazyn?—Yes, at the same time that this was going on about the leases.

99. How many mortgages have they signed? They only signed one document. I saw there were a great number of stamps on that document. As each man signed a fresh stamp was put on.

100. Then, he was taking a mortgage from the Natives at the same time that he was getting the lease? Yes.

101. They signed both deeds at the same time? Yes, most of them did it in this way: the lease was laid before them, and they signed that and immediately got some money.

102. The position then appears to me to be this: that at the present time Mr. Pharazyn has no lease, having transferred it to Te Ama?—Yes.

103. But he is claiming under his mortgage?—That is so, that is what he is doing.

104. You have said in your statement that all along the Native owners of these blocks were willing and anxious that Mr. Pharazyn should not lose his money?—What I said was this: that when the Natives for the first time discovered that the amount of interest they were called upon to pay was in excess of the rent that accrued from the land, they then decided that they must hunt about to find means to pay off the money, so that the land should be prevented from passing under the mortgage away from them. The people who have borrowed only small sums of money are now endeavouring to arrive at the means whereby these may be paid off as soon as possible. These are two women I am speaking of, who have borrowed sums of £20 each, and the amount of the interest they have to pay is much more than the rent they get. They have mortgaged 200 acres, and the amount of rent that they draw is 14s. 6d. each, and they are afraid that their mother's share in the Kawakawa Block will be taken away in satisfaction of this debt.

105. Though the Natives want to save their land by all means, at the same time they do not want to see Mr. Pharazyn done out of his money?—Oh, yes! that is what they wish to do. They wanted to put the Kawakawa Block into the hands of the Public Trustee, so that if possible the land should not pass away from them.

106. You stated that the matter of these lease transactions was referred to the Native Lands Court before Judge Mackay?—Yes.

106A. Did they also go before Judge Butler?—Well, that I do not remember. There was one Court that I was not personally at. I was at that time at Gisborne.

107. Is your wife a successor to any of the original owners duly appointed by the Native Land Court?—No, her interest is her own.

108. How was it made over to her?—It was the original grantees who opened up the means whereby outsiders who had a claim should come in.

109. How did they open that?—This was how it was done: It was upon my wife's application for inclusion that the Kawakawa case was heard. Piripi opposed this, and when the matter came before the Court both he and Hemi stood up and objected, and said that that was not the proper way, that people should not go and get the Court to do it, but they should have come to them, and they would provide for those who were claiming. This was said by Piripi before Judge Mackay in the Court. Judge Mackay agreed to what he said, and a case was set up, with the result that Piripi and Hemi were worsted.

110. Did he agree to put her in?—Yes.

111. Was she the only one of those left who was put into the new title?—Yes; she was by right the principal owner of the land, and had been left out.

112. None of the others were put in by the Court?—Only herself.

113. Can you give us the date of that?—The Court was held in 1889. That was the year.

114. Was her application made under the Equitable Owners Act?—Yes.

115. And she was the only one who appeared in the Court after these others had been left out