

of the title?—Yes, although a principal owner of the land, and although her brother was not left out of the original grant.

116. You said in your statement that there were others of the people outside the title who had claims to this land; was it so?—I do not think I said that my wife was the only person who applied for inclusion afterwards. There were other persons who, although they had no right, wanted to come in. They did not get in. It was only those who were put in by my wife who got in.

117. Then, there were others besides your wife?—Oh, yes! she put in some persons with her when she got in—got into the portion of the land which was awarded to her.

118. Taking all the new owners that are at present in the land, have they all signed the deed of mortgage to Mr. Pharazyn?—I am not now in a position to say. Some of them, I think; but I am not in a position to say who signed and who did not sign. They did not all sign I am certain, but there are some who told me that they did so.

119. *Mr. Monk.*] Have the people interested in these blocks sold or leased any other lands within the last ten years?—Yes, they have sold other lands. Piripi has sold other lands of his, and Hemi also.

120. When were these sold?—About the same time; since 1890.

121. At the same time that they were borrowing this money?—Yes, about the same time, during the same years; but these were for different reasons. Piripi had mortgaged all his interest, and he was buying a block called Moiki.

122. Have the Natives any school up there? Have they been educated as the Natives usually are?—In my time we had no schools, but schools have been introduced there recently, and our grandchildren attend them.

123. Have you been to school?—Yes; for eighteen months.

124. Do you mean to convey to the Committee the impression that when these Natives borrowed the money they were not aware that the rent received from the land was not sufficient to pay interest on the debt? How could they possibly be ignorant on that point?—How could that possibly be ascertained then when the leases had not been completed?

125. They had a knowledge of about how much they would receive under those leases?—No. This was the position: that the people were divided into parties, and those of one party did not go and ask the people who were identified with the other party what amount of rent they would get; besides, the rent money had not been distinctly agreed upon then. Neither side knew what the other was going to get.

126. When you called on that firm in Wellington to borrow money, did anybody ask you to go there to borrow money?—My wife.

127. Did anybody ask you or your wife to go there and take up money?—No.

128. Was not the money borrowed—this money lent by Mr. Pharazyn—obtained with the ordinary desire of Natives to have money and spend it, and not through being asked by Mr. Pharazyn or anybody else to go and borrow the money?—No; that was conducted in a different manner altogether. After a man had signed he was told, "Here you are; here is money for you." The mortgage was drawn up simply as a means of saying to the Natives, "If you want the money here it is for you." When I came to get the money here in Wellington it was a different matter altogether.

129. When these Natives took that money, did they not realise they must pay it back?—Oh, yes; they knew that; they fully understood that.

130. You said you did not know what the mortgage meant. Are you not aware that mortgages have been in existence all along—that they have existed in this form: that there has been what is called a surveyor's lien on the land, and the land could not be relieved from the liability without the money being paid?—I did not say that; I did not say that we did not understand what a mortgage was.

131. You said you did not understand the land was liable for the money when it was borrowed?—I say that when the Maoris signed they were not told the land would be taken in payment, but they were told that the land would have to pay back the money they were borrowing, and that provision would be made in the mortgage to that effect. Mr. Pharazyn and his agent knew that the money they had advanced was far in excess of the rent, and yet they went on advancing it. The Maoris looked at that in this way: that this was a very desirable pakeha to have to deal with—that he did not want to take the land.

132. You could not possibly believe that the Natives were taking such large sums of money without there being some recourse for its repayment. I wish to explain to you that the statement you made, that the interpreter who came with the document, and who, as you say, was an efficient and good man, but that he did not explain the mortgage, is a very serious accusation, and, if true, it would warrant his being dismissed from his position. Is that the case?—Do you mean because he did not explain it sufficiently to the Natives?

133. You have already stated that the interpreter did not explain the effect of the mortgage—that he did not explain that the land was liable for the money advanced on the mortgage. Is that so?—What I say is this: that the mortgage document, the deed of mortgage, was read out by the interpreter, and that he made no further verbal explanation other than what he read out of this document. He never went on to explain that the land would ultimately be taken for this money. I do not think that is an accusation against him. All he had to do was to interpret.

134. Did not the mortgage state that if they did not pay the money in the course of time the land would be sold—it would be taken possession of, seized: was that stated in the translation of it?—Oh! That is the usual provision in a mortgage.

135. Then, you are confessing to the very point I wish to make. I want to know whether the Natives knew that the mortgage would be ultimately foreclosed if they did not pay the money?—The land would have to pay the money by way of the renewal of the leases.