

136. Have you any conception of the amount of rent that would be received under the first lease, that made in 1870?—I have already stated I do not know. My wife was not an owner then.

137. Have you no idea whatever of the amount of money that would be paid per annum for the rent under that lease—whether it would be £300, £200, or £100?—No one knew, for this reason: that there were two agreements, one agreement being held by one section of the people and the other by the other section. If Mr. Pharazyn's lease for the 11,000 acres had been carried out, then the rent money would not have paid the interest on the mortgage. Now, the 11,000 acres and the 13,000 acres have been thrown into one, and they cannot pay off the mortgage.

138. When your wife was negotiating for the lease of her interest, do you mean to say that no statement was made as to the value to be given in the way of rent?—No; because it did not pass the Court, and there was no means of ascertaining what her share would be. It was not until the Court defined the interests that the amount of rent to which each individual would be entitled could be ascertained.

139. You have confessed that the rentals are not equal to the interest on the loan: how do the Natives intend to pay that off?—That is what they are trying to do now. They are trying to discover some means to do it.

140. No proposition?—It is because we have no proposal that we are here.

141. *Hon. J. Carroll.*] You said something about making the land over to the Public Trustee?—We have been talking about that. We do not know whether it can be done or not. What we want is to get the debt paid off and place this land in the hands of the Public Trustee.

142. *Hon. J. Rigg.*] We are now dealing with three blocks—Kawakawa, Te Kopi, and Matakaitaki: which block is your wife interested in?—She is in each of the three.

143. Then, your evidence applies to the three blocks and not to a single one?—Yes.

144. You have been speaking of a mortgage on the land: is that on the three blocks or on one particular one?—On the three.

145. When was that mortgage completed?—Does your question mean on my wife's side or with reference to all the parties?

146. I refer to the mortgage deed itself, which would include all the parties?—There are separate mortgage deeds now. In the first place, there was but one; now there are separate deeds. Certain persons have signed one mortgage and others another.

147. Are any of these complete—that is, do they contain all the signatures necessary?—Yes, some of them; but some of them are not complete as yet.

148. Could you give us a list of the persons who have signed those which are complete?—Those whom I know of? My wife is one.

149. Are any of these mortgages registered?—That I do not know. There is my wife, and there is Hemi. Those are the principal persons whom I know.

150. I read in this letter, signed by a number of members of the tribe, and dated the 24th August, 1897, that it was only an agreement to mortgage: is that so?—Yes; that is what I referred to just now when I said that when they signed this agreement they got money. The mortgage deed, properly speaking, was only recently laid before them.

151. What they signed was the agreement to mortgage?—Yes, when they drew the money.

152. We have been talking about a mortgage which does not exist. At the time the land was leased to Mr. Pharazyn, did the Natives consider the rental a fair one?—No; there was trouble about that.

153. We will take the first lease: what about that?—In regard to the first agreement with which I went to Piripi and Hemi, and they would not acknowledge it, I stipulated for £1,000 on my wife's behalf on the whole blocks.

154. And what rent did you receive?—We have never got any.

155. What was the rental you stipulated to receive?—It was Hemi and his people who made the agreement, but I do not know what they asked. But they asked that Mr. John Russell be appointed arbitrator between the parties and say what was the proper rent.

156. In what year was that?—I do not know. I have the document in my possession written by the interpreter, but there is no date to it.

157. Are you speaking of the original lease or of the new one?—Of the new one.

158. Was the indebtedness to Mr. Pharazyn solely for money received, or was any part for goods?—It was all money.

159. Was this money received at various times by the Natives?—Each man went at whatever time he wished to get money.

160. When a Native received money, did he immediately give a receipt for the money he had received?—The receipt was this document I referred to which had so many stamps upon it.

161. Then, the Natives went and got money at various times when it suited their convenience?—This was how it was done: Mr. Pharazyn's agent would say to a particular Native, "Let me see, this is so-and-so." He would then say to him, "Come and sign this lease," and then he would go and sign it and get money.

162. Each time a man borrowed money he was required to sign an agreement to lease?—Yes; I know three persons who went up and signed the lease, and immediately afterwards the agreement to mortgage.

163. In the case of a Native obtaining money on more than one occasion, was he required to sign the lease on each occasion?—No; there were certain persons who had arranged to borrow a certain amount, but did not take it all on their first visit, and arranged that when they wanted the rest they could go and get it.

164. Then, the amount given to each Native was in proportion to his interest in the lease?—