

188. What I mean is that he said to the people, "Come and sign this lease, and here is money for you," and on a subsequent occasion he called upon these people to sign a mortgage agreeing to pay this money back?—Yes; that was it. There were two Europeans each trying to get the land, and one of them, as a special inducement to sign the lease, offered them money, and then subsequently called upon them to sign the mortgage.

189. Were these the only moneys that are now claimed to have been advanced on mortgage, or were there any other sums of money besides?—Yes; other sums of money have been included with these in the mortgage.

190. Has Piripi other lands except this land?—Small pieces of land.

191. Could not those other pieces of land be disposed of to pay off their indebtedness?—If that was done they would have no place to live on at all.

THURSDAY, 25TH NOVEMBER, 1897.

NINIWA HEREMAIA examined.

1. *The Chairman.*] Are you one of the owners of the land in question?—My father Heremaia was.

2. Is he living?—He is dead, and I did not obtain an interest until after his death.

3. How did you obtain an interest?—By succession.

4. Are there any other children of his interested?—No, only myself.

5. Do you know anything of the circumstances under which your father obtained advances on the land?—I remember asking for some money myself on this land, and my father also got some from Mr. Pharazyn.

6. You got some yourself?—Yes.

7. Before your father's death?—Yes.

8. How did that come about?—I asked for some money and it was given to me.

9. What was the date of that?—On the 16th December, 1890.

10. Were you called on to sign any document?—Yes; I was asked to sign a document which had some stamps on it.

11. What was the nature of the document?—I think that this document was a record of the people who received money, because every one's name who had drawn money was there, and there were stamps against the names of every one as well as my own.

12. Have you signed any document since?—No; but I have been called upon to do so by the lawyer.

13. And have you not done so?—No. These are the documents that I received from Mr. Pharazyn's lawyer. This shows the amounts that both my father and myself received. My father received £67 10s., and I received £51. We have never signed any other document; but this is why the lawyer required us to sign the document that is now wanted to be signed. This is the document:—

DEAR SIR,—

In reply to yours of the 9th, I beg to inform you that Niniwa Heremaia owes about £55, and Heremaia £72. This is subject to interest being added. These amounts are secured to Mr. Pharazyn by agreements to mortgage, which he intends to enforce at once unless the amounts are repaid. Kindly let me know if there is any chance of payment shortly.

Hone Heke, Esq., M.H.R., House of Assembly, Wellington.

Greytown North, 15th April, 1896.

Yours faithfully,
H. STRATTON IZARD.

Re Niniwa and Heremaia (deceased.)

DEAR SIR,—

The exact amounts due by the above-named Natives to Mr. Pharazyn, calculated up to the 18th of this month, which date is the rent and half-yearly interest day, is the sum of £54 15s. 8d. and £72 12s. 9d. respectively. I have also forwarded to Mr. W. B. Edwards a memorandum of these amounts.

Hone Heke, Esq., M.H.R., House of Assembly, Wellington.

Greytown North, 2nd May, 1896.

Yours faithfully,
H. STRATTON IZARD.

To Heremaia Tamaihotua, Table Lands, Martinborough.

Greytown North, 26th March, 1893.

As solicitor and agent for Charles Pharazyn, of Featherston, I hereby give you, in terms of the memorandum of agreement to mortgage, bearing date the 16th December, 1890, and made between you and others of the one part, and the said Charles Pharazyn of the other part, one year's formal notice in writing, as required by the said agreement, to execute in favour of the said Charles Pharazyn a mortgage over your lands as mentioned in the said agreement.

The amount due by you up to date for principal and interest moneys is the sum of £67 10s.

H. STRATTON IZARD,

Solicitor and Agent for Charles Pharazyn.

I te mea ko ahau te Kaiwhakahaere i nga mea, te Roia hoki mo Tare Paratini, o Petetone. Koia ahau ka tuku panui nei kia koe i raro i nga Whakaritenga o te Whakamaharatanga Kirimana mo te Mokete i mahia i te tekau ma ono o nga ra o Tihema tau, 1890. I waenga i a koe me etahi atu o tetahi taha, me Tara Paratini o tetahi taha, kia kotahi tau ki muri o tenei ra, ara, o te taenga atu o tenei tonu kia koe, i raro i nga tikanga o taua pukapuka kiriimana, me whakaoti me mahi e koe he Mokete kia Tare Paratini i runga i o whenua katoa.

Ko te nama inaianei hui katoa, te tinana tonu me te takaha me runga £67 10s.

H. STRATTON IZARD,

Roia Kaiwhakahaere hoki mo Tare Paratini.

To Niniwa Heremaia, Table Lands, Martinborough.

Greytown North, 26th March, 1893.

As solicitor and agent for Charles Pharazyn, of Featherston, I hereby give you, in terms of the memorandum of agreement to mortgage, bearing date the 16th day of December, 1890, and made between you and others of the one part, and the said Charles Pharazyn of the other part, one year's formal notice in writing, as required by the said agreement, to execute in favour of the said Charles Pharazyn a mortgage over your lands as mentioned in the said agreement.

The amount due by you up to date for principal and interest moneys is the sum of £51.

H. STRATTON IZARD,

Solicitor and Agent for Charles Pharazyn.

I te mea ko ahau te Kaiwhakahaere i nga mea, te Roia hoki mo Tare Paratini, o Petetone. Koia ahau ka tuku panui nei kia koe i raro i nga Whakaritenga o te Whakamaharatanga Kiriimana mo te Mokete i mahia i te tekau ma