

which I take some blame to myself was that I was too good-natured in the matter. You will understand that I had been for a lifetime in relationship with them, and I could not see them in difficulties without holding out a helping hand to them. They were being constantly summoned for debts which they owed, and they were in constant difficulties. I continually pointed out to them that if they went on like that the result would be that their land would be taken from them, and I strongly advised them not to get into debt. They themselves know that the statements made here with regard to the matter are the greatest nonsense. Some of the cases which have attracted most attention are those in which the advances have exceeded 6s. 8d. an acre. There are only a few of these, and amongst them is that of Piripi te Maari, and that case was mixed with a large amount of other transactions. They were all people who thoroughly understood the nature of a mortgage. Piripi had some other land in which he was interested. This land had been mortgaged, but the amount which he would receive in the event of selling under the mortgage would not have been sufficient, and he acquired the equity of redemption so as to save it, and he came to me to borrow £2,000 in order to save him. This was quite independent of the other transaction. There was no possibility of my making anything out of it, but I wanted to protect his land, as the people with whom he was dealing were wanting to get his land. I therefore advanced him the £2,000, with the result that he paid off the mortgage and released the land, repaid me, and made a very good thing out of it. That shows the sort of arrangement there was between us. As he had always been an honourable and straightforward man I allowed him to go beyond the amount I had specified as a limit to the advances. There were several cases in which he was engaged in expensive lawsuits, and I thought he was entitled to protection in regard to them. Here is a copy of a letter which I wrote in July, 1889:—

Wellington, 1st July, 1889.

Piripi te Maari, Wairarapa.

DEAR SIR,—In reply to your request for an advance of two hundred pounds (£200) in sums as required from time to time to pay expenses which may be incurred in connection with the claim you and other Natives are making to the Wairarapa Lake, I am willing to make advances to you to that extent. You can make use of this to show that you will have this sum available for the purpose, and any advances so made will be noted on this till the whole amount is drawn.

I am, &c.,

C. PHARAZYN.

He got that £200. A number of things turned up after I made this arrangement with regard to the 6s. 8d. an acre. There was, for instance, the survey, for which I had to pay £250, and there were very heavy costs in getting the land subdivided which I had also to pay. This was all cash out of pocket. There are expressions used in connection with these matters, as far as I am concerned, with regard to which I should like to use the word "shameful," or even a stronger term if it were parliamentary. It has been published in *Hansard* and has been publicly stated that I have been trying to take them in; that I have been trying to induce them to sell this land to me by advancing money to them, and other accusations which no honourable man could stand, which no honourable man could hear without feeling indignant. I advanced all this money simply with the idea of benefiting the Natives, and for their immediate advantage. Mr. Izard's letter shows that when he made these payments there were showers of summonses out against these Natives, and that they owed money in all directions, and he advanced this money mainly to get them out of their difficulties. What I want the Committee to understand clearly is that I made these advances honestly, and in good faith, for the advantage of the Natives, and with no desire to get the land, and that they were made in full reliance on the law as it then stood, the accepted theory being then that the Maoris and Europeans should be on the same footing in respect to the dealing with land. That was the accepted policy of the country at the time, and therefore I concluded that the security for my advances was perfectly good unless some one should come in behind me and get a mortgage. Now, what is it the Natives come for? They come to ask relief from a position in which they intentionally put themselves. It has been stated that they have to pay 8 per cent. for this money. That is not the case. The interest is only 7 per cent., and the rest comes under the penal clause in case the rent should not be sufficient to cover the interest, and if not paid within a certain time. But I gave them the option to pay the debt off at any time, and I had to give them a year's notice to exercise that option. That surely was fair to them. They have security now to offer if the law remains as it is, and there is nothing to prevent these men borrowing money at 4½ per cent. and paying me off. I do not desire to have the land, and, as I shall explain, it will not come to me. I cannot put the matter in a fairer position than that. With regard to Piripi's case—and it rather amuses me—I found on inquiry into the matter that some of my money was used by him to buy two acres of land in Greytown, with a house, and therefore he lived in that house on my money. I will now take Aporo te Kumeroa's case. That is a case which stands on an entirely different footing, and I cannot think that the Committee have the facts clearly before them. I do not see how he came into the matter at all. He was no party to this transaction. Te Ruihi gave a mortgage over the whole of her land in September, 1893. The transaction was brought before the Trust Commissioner on the 30th September, 1893, and, as proof that my transactions were perfectly straightforward and proper, the Court passed it without any hesitation. It is quite clear that this mortgage cannot be touched by law. However, I have no interest in it, as it has passed out of my hands. Of course, as everybody knows, if a Native is asked the question, and he sees a chance of being relieved from a debt, he will take it; but to say, as this man Aporo did, that he did not understand what the meaning of a mortgage was, is absurd. He is an educated man. He was examined, and gave his evidence in Maori, but he understands English as well as I do, and he understands what a mortgage is just as well as any man. I lent him £100 on a house he has in Greytown, and I had constant applications from him to advance him money; and to say that he does not understand what a mortgage is is positively absurd. I see that he says that the money was raised in his case on account of his wife's illness, and that the debt was £1,300. I think, if the Committee knew the real facts of the case they would be of opinion that I would have been very hard-hearted if I had refused to advance this money. The woman's case was a