

very serious one. She had been ill for two or three years, and had almost been given up by the doctors, and it was put to me that I should advance the money or she would die. How could I refuse under the circumstances, particularly when she had security to give me for the money? I did not refuse, and it would have been very hard-hearted if I had done so. Now, as to the fairness of the rent, that seems to have impressed many gentlemen because it is low as compared with the large area of the block; but, as giving an indication of the value of the land, I may say that the land-tax valuation was £9,750, and the rent is £450 for the first term of seven years, £500 for the next, and £550 for the third. That is about 5 per cent. on the land-tax valuation, which I think one will see is very fair indeed. Of course, the property has increased in value considerably since that time, and I expect that at the present moment the land-tax valuation is very much larger. I am now speaking of the whole 25,000 acres. In order that there should be no doubt about the fairness of the rent, and to satisfy myself, I referred the matter, before finally closing, to Mr. J. P. Russell, who was formerly in occupation of this land; and after carefully considering the whole question he fixed the rent at about £100 a year less than I paid. I think that is pretty good proof that it was a reasonable rent. But the property has gone from me now, and the rent at some future time will be very much larger no doubt. Of course, if I had any desire whatever to get the better of these Natives, and to get these lands into my possession, all I had to do was to proceed against them long ago and get a charging-order against the land, when it would have been sold, and I could have bought it. Instead of that, time has been lost over all these matters, and I think Mr. Hone Heke has been partly the cause of that in the friendly interest he has been taking in trying to get the Natives out of their difficulties. I said to him that I would not press these Natives, but would give them ample time and let them go on for a year without taking any steps. That shows that there was no desire on my part to press my claim unduly. I do not think the Committee has had any explanation of the statement that has been made that I have all this interest in the property, and am going to get this land. I may state that I have sold the whole of my interest to Te Whaiti and Sinclair. I have sold to them all my freehold, my leasehold, and also my rights to these Natives' debts, and they have kept all the accounts since the 10th July, 1893. The matter had become very complex. It had been brought before the Supreme Court, and it was impossible to settle these people's rights, and I said to Te Whaiti, "In order to get out of this difficulty, I will either sell to you, or you shall sell to me." He wanted to buy, and he bought it, together with the book-debts, and the agreement to mortgage. I am advised, in respect to that mortgage, that, as part of the agreement is that I am to complete the mortgages, the result of the proposed legislation would leave an open question as to who would be liable, and that it would lead to endless litigation. I do not suppose that I could be compelled to complete the mortgages if the law prevented my doing so, and therefore I shall not be a loser; but still it is a matter of doubt, and would very probably lead to a law-case. I wish the Committee to see how very dangerous it is to interfere with private rights. I sold my rights to these men on very easy terms. They had not sixpence to pay me, and they got from me over £18,000 to enable them to obtain this land. They are doing very well now, and if there were any interference with our terms of agreement it would be a serious matter, and would most likely lead to a lawsuit, which it might take years to settle, and we all know what that means. This legislation must lead to a mass of complications, whereas if the law is allowed to remain as it is it will be best for all parties. I shall take my remedy, as far as necessary, if the Natives succeed in this movement to avoid the payment of their just debts. I think they will find their best course is not to do so. With regard to the accounts, since 1893 I may say that I have not kept any accounts, and therefore I cannot say anything as to the correctness of the accounts since that time. I can only say that the figures stated in the discussion in the House were absolutely absurd. One great discussion was as to the 425 acres on which it was said that I advanced £500. The person to whom I advanced that money had 1,280 acres of land. That statement, therefore, was manifestly wrong, although made by a high authority in the House, and so it is with the whole of the statements; they are all absolutely wrong. The figures given are wrong, and the acreage of the land is wrong, and everything stated connected with it is wrong.

*Hon. J. Carroll:* The accounts will show that.

*Mr. Pharazyn:* I am not prepared to admit that the accounts which have been submitted to the Committee are correct, as I am not responsible for them after July, 1893. It has been stated that the Natives are willing to pay me, but that the security must not be left on the land. Of course, that is equivalent to robbing me of the whole, for if I do not get the security of the land I shall get nothing. A Native will not pay unless he has the land.

I have made a note with regard to a few points in the evidence already given, and if you will allow me I should like to point out how wrong that evidence is in many respects. There are not very many points, but it is quite evident that it is not as valuable as if it had been subject to cross-examination so as to check the evidence of the witnesses. It will, however, be a guide to the Committee, and better than asking me questions if I call attention to these points. To begin with, in the second paragraph of the letter written by these Natives there is this sentence: "While they were conducting their negotiations for obtaining names (signatures), Mr. Charles Pharazyn's agent made arrangements for advancing moneys, it being known that if any of our number (that is, our parents) wished to obtain moneys they should go to him. This was the commencement of our disaster; and upon this the majority of the people signed the lease to Mr. Charles Pharazyn." From reading that statement it would be assumed that I had induced the parents of these people to sign these leases by advancing them money. The answer is one of fact. These men signed the leases on the 23rd December, 1889, and the agreement to make these advances was on the 16th December, 1890. The charge is that I held out this inducement to them to sign the leases by giving them money, whereas as a matter of fact they signed the leases a year before they got the money. That is a very important