

Mr. Hamlin.
—
24th Nov., 1879.

his own name, or was he incapable of doing so?—I really cannot say. It is very hard out of the hundreds of signatures I get to remember which Native signs his own name and which makes his mark. It is a very common thing, when asking them to sign they reply by saying, "Oh! I have consented. You sign my name for me," and that, too, when they can write their name. I always insist upon them signing their names if they can write.

1117. You have interpreted in cases where the Native has affixed his mark?—Without his consenting?

1118. If he, as you have just stated, said, "Oh! sign my name for me," would the interpreter have been justified in doing so?—I think so.

1119. And all the while he could write?—Yes. I do not think there is any harm in it, provided the Native has consented and is present.

1120. Would you just put his name?—I would put his name down in writing, with a cross between each name.

1121. You cannot say from your recollection whether Paora Nonoi could have written his name?—I cannot say positively.

1122. *Colonel Trimble.*] If Paora could have written, and yet signed with a mark, that would have been customary?—Yes.

1123. *Sir G. Grey.*] I would like to put one question, to clear up a point. I will put my question in this way: Supposing, Mr. Hamlin, that it was a question of the disposal of a very valuable property, and the Native was there without any legal adviser or without any interpreter of his own with him, would you think yourself at liberty to sign his name in full without his touching the pen?—He would always have to touch the pen. If a Native cannot write his Christian and Maori name, I would write his name, and he touch the pen and make his mark.

1124. *Colonel Trimble.*] Is it customary, when a deed is being signed, to have two interpreters present—one on behalf of the Natives, and the other on behalf of the Europeans; that is not customary?—No; it is not.

1125. Is it customary to have but one interpreter present?—Yes; for undertaking the negotiation, and such witnesses as are named in the Act.

1126. Is an interpreter a sworn officer?—No; he is licensed by the Government.

1127. It is not customary to have two present—one for each side?—No; at least, I have never seen it done yet, either by Natives or Europeans. I have always found them satisfied with the one interpreter.

1128. What is the length of your experience?—Well, about nine years I have been in business now.

1129. *Mr. Landon.*] You say that you have allowed Natives to sign for others?—A Native sometimes can only write one of his names, or perhaps he is unable to spell; in such cases I have very often finished the name for him, getting him to put his mark.

1130. Have you ever allowed Natives to sign for persons absent?—No; the Natives must be present. They must be in my presence and in the presence of witnesses required by law.

Mr. Sutton.
—
24th Nov., 1879.

Mr. F. SUTTON, M.H.R., sworn and examined.

1131. *The Chairman.*] You have heard the petition read several times, Mr. Sutton. I do not presume you want it read to you now?—I am acquainted with the subject-matter of the petition.

1132. Can you give the Committee any information respecting it?—Yes. I went to Paora Nonoi's pa, called Korongata, sometimes the Bridge Pa, about the latter end of August, 1870. My impression is that it was about the 30th or 31st. I left home, in Napier, about 4 o'clock in the afternoon. I passed Mr. Davie's house at Pukahu I should think about 6 o'clock. That was about fifteen or sixteen miles from Napier; about sixteen miles, I think. I was accompanied by Mr. Worgan and Mr. John Morrison, of Dunedin, who was then a commercial traveller. He is at present manager of the Mosgiel Company. We called at Mr. Coleman's, which was then Coleman and Fountain's, about a quarter of a mile past where Davie lived. Mr. Morrison remained there while Mr. Worgan and I rode on to Paora's pa. We saw Paora and several of the other Natives, and after some conversation Paora agreed to sign the conveyance of the Awa-o-te-Atua Block. He made a stipulation that he should receive a reserve of 350 acres. Nearly the whole of the argument between us was whether the reserve should be 300 or 350 acres. He was also to receive two hundred or two hundred and fifty pounds, I am not sure which. He signed the conveyance by making his mark, I believe. Rora Nonoi also signed the conveyance, and it was witnessed by a Native who was present named Nikera. I wrote a memorandum consenting to a reserve of 350 acres, which I left with Paora Nonoi. I wrote it in the whare. We returned to Mr. Coleman's and had tea there. My impression is that we returned to Coleman's about 9 o'clock. It was a late tea. I slept there that night. Mr. Fountain, Mr. Coleman's partner, was at home. Coleman himself was away. The question of the terms of the purchase were matters of conversation during the evening between the whole of us. Mr. Fountain made a memorandum that there was a reserve of 350 acres agreed upon. It is in his memorandum book. I do not think I ever saw Paora after that, and I never heard from Rora Nonoi, whom I have often seen, or Nikera, or the other woman, that there was any question about the execution of the deed. Subsequently Mr. Coleman sold his interest in the property to Watt—I would like to say that the petition is wrong in saying that I sold to Watt; I had no transaction at all with Mr. Watt. Mr. Coleman sold the property to Mr. Watt, and subsequently, in 1877, in January, Watt paid £17,500, and took an absolute conveyance of the whole of the land in the Kakiraawa and Te Awa-o-te-Atua Blocks. That conveyance is registered in Napier. There is also registered, at even date, a reconveyance from Messrs. Watt of 400 acres of Te Awa-o-te-Atua to the original grantees—to the whole of them. This was done in January, 1877. In April, 1877, or May, I am not quite certain which, a writ was issued against me, the papers in relation to which are probably before the Committee. No claim was ever made upon me in respect of that land—for the 350 acres, or in any other way—until the issue of that writ. The writ was not issued until the Natives had re-sold the land, including the 350 acres, to another