

Mr. Sutton.
25th Nov., 1879.

1148. Did you pay Paora money?—Yes.
1149. What did you pay him at the time?—I do not remember. One witness said £15. I think that is about the amount.
1150. Did you pay it to Paora or any other person?—To Paora, I believe.
1151. Did Paora object to sign the deed at all?—He did hesitate at first. There was a dispute as to whether the reserve should be 300 acres or 350 acres. Until that point was settled and the document written guaranteeing the 350 acres, he refused to entertain the proposals of sale.
1152. Is that document here?—Yes.
1153. Perhaps you would read it. Was the deed you submitted to Paora for signature in Maori or in English?—In English. I am not certain whether there was a Maori translation in the deed.
1154. Was the deed interpreted to Paora?—It was.
1155. At length?—At length. It was read through in Maori and explained to him.
1156. Did you see Paora sign the deed?—I did.
1157. Did he sign his name or make his mark?—He made his mark. I do not think he could sign his name.
1158. Was that signature witnessed?—Yes; it was witnessed.
1159. Who by?—Rora Nonoi, who, instead of signing as a witness, signed under her father's name. Another Native who was present also signed as witness. I think Rora signed her name as Rora Poneke. That was the name she always went by at that time.
1160. Did the interpreter sign also?—The interpreter signed also.
1161. Did you write this paper promising and agreeing to make a reserve of 350 acres in Paora's house?—I wrote it in Paora's house.
1162. Did you give the paper to Paora?—Yes.
1163. Who interpreted it?—Worgan.
1164. Why was there not a witness to this document?—My strong impression is that there was an interpretation on the fly-leaf, which has been since removed.
1165. Why was there no interpretation on the face of it?—I believe that there was an interpretation on the other side signed by Worgan as correct. I may be wrong, but that is my impression.
1166. Did you assign afterwards this block of land?—I had sold the block of land before that. As a matter of fact, I was only dealing with the land for Coleman. I never had any individual right to that land at any time. I believe that the deed was in my name. I was under an agreement with Coleman to purchase.
1167. How much did Mr. Coleman pay you for the land?—The same price I paid for it.
1168. How much was that?—I forget now what it was. There was a long account, extending over twelve months, existing between us amounting to over two thousand pounds.
1169. Besides the two hundred and fifty pounds for Paora, did you pay him that?—Altogether, the block cost between two thousand and three thousand pounds.
1170. And Mr. Coleman paid you that?—Yes.
1171. Did you execute a deed of conveyance to him?—I did.
1172. In that deed was there any reservation about the 350 acres for Paora?—There was not.
1173. Was it an absolute conveyance of the whole block?—No; I never had the whole interest of the block. I made an absolute conveyance of the whole of the interest I held, without any reservation.
1174. Was there no note in the conveyance to Mr. Coleman of the reserve you had promised Paora?—Not in the conveyance.
1175. Was there no tracing left?—There was no tracing. The place for the reserve had not been defined.
1176. Was there any mention of the reserve; was there any way of tracing the fact of the reserve having been promised, if Mr. Coleman died?—There was that document, which I still believe could be enforced if there was no other legal defence. At all events, at the time that document was written it was a legal document.
1177. It does not state here where the reserve was to be made?—It was to be made in a part of the Awa-o-te-Atua Block.
1178. It does not say so here?—It implies, I think, that the Awa-o-te-Atua Block is the block in which the reserve is to be made.
1179. You say that Paora had a long outstanding account with you of some two or three thousand pounds?—No; I said that the transaction between myself and Coleman in relation to the Awa-o-te-Atua and Kakiraawa Blocks amounted to something like that. I did not say that Paora Nonoi owed me that amount.
1180. Yes; but I think you said that Mr. Coleman only paid you for the block what you yourself had paid for it?—Yes.
1181. To whom, then, did you pay this sum of money that Mr. Coleman paid you?—There were several Natives who were grantees in the Kakiraawa Block and the Awa-o-te-Atua block; some twelve or fourteen Natives in all.
1182. Were both blocks sold to Mr. Coleman?—Yes, and both blocks were included in the subsequent resale to Watt.
1183. Were the Natives supplied with accounts of all that they received from you?—Yes, whenever they asked for them.
1184. Regular accounts?—No, not regular accounts. I never knew Natives to desire regular accounts. They got them whenever they wished. At other times they would examine the books.
1185. Are the books still in existence?—I do not know; I have been out of business some time now—in fact, for several years. A great many of the books have been destroyed. I do not know whether the books containing these accounts were destroyed or not. My impression is that they are still in existence.
1186. Could you furnish the Natives with copies of their accounts from the books still to the good?—I could if the books are still in existence.