

205. Where did they sign it?—I think at Paora Torotoro's house and Tareha's pa. I think both deeds were signed in those places, the mortgage and conveyance.

206. Did you go out there?—I went out by appointment, and at Paora Torotoro's request.

207. Was the mortgage interpreted to them?—Yes. It is signed both in English and Maori.

208. Was any spirits given on the occasion of that signing?—No; or on any other occasion.

209. On this occasion there were none?—I do not think so.

210. Then you are not certain?—I was not in the habit of taking spirits to Native pas.

211. Who was the interpreter?—Mr. Hamlin.

212. Which Mr. Hamlin?—Mr. Martyn Hamlin. He interpreted both the mortgage and the conveyance.

213. You said that the Natives had no legal advice?—I am not aware that they had.

214. You said that there was no lawyer present?—There was no lawyer present on their side.

215. Your lawyer prepared the deeds?—Yes.

216. They were submitted to no solicitor on their behalf?—No.

217. Then they had no legal advice upon the matter?—It is impossible for me to say whether they had consulted a lawyer previously to signing or not.

218. How many acres was the land?—The entire block?

219. The entire block?—I think 3,573 acres; I am not quite certain.

220. Did you have the land surveyed?—No; I never had the land surveyed.

221. Whom was it surveyed for?—It was surveyed for the Natives at the time of the Native Land Court, some two or three years before my connection with it.

222. Had Mr. Braithwaite a lease at the time it was surveyed?—I think he had an illegal lease before the land went through the Court. After the Court he obtained a legal lease.

223. Then he did not lease this place in dispute?—No.

224. Was this land surveyed at the same time?—It was: at least so I am given to understand by the surveyor.

225. Is it shown in the lease, or cut out specially?—No.

226. The block—the 163 acres—is not shown in the lease?—I am not quite certain whether it is shown on the plan. It is not shown in the description of the land.

227. Was the plan in your possession?—No, the plan was in the Registry Office.

228. How long was the mortgage for? How long was it supposed to be for?—I could not say I fancy it had been in existence for about eighteen months.

229. Had the mortgage expired when you bought the land?—No, the mortgage had not expired.

230. Was the deed for the purchase of the land?—I think it was.

231. Was it submitted to any solicitor on their behalf?—I did not submit it.

232. When they signed it, was there any solicitor present acting for them?—I am not aware that there was.

233. You were present at the time it was signed, and you do not know whether there was any solicitor present or not?—There was no solicitor on either side.

234. In fact, spirits were part of the payment?—I believe that there was a small quantity of spirits, some 6 or 7 per cent.

235. Did the law allow the sale of spirits?—It is a moot point, which the Supreme Court of the colony has not decided.

236. When they signed the deed of purchase there were no spirits given to them?—I think not.

237. You were there at the time?—Yes.

238. Then you would know if such was the case?—Yes. There were no spirits.

239. How much did you pay for the land?—£2,500.

240. Was that paid in money?—A portion of it was paid in money and a portion of it paid in goods.

241. How much of it was paid in money?—I could not say exactly.

242. Was the mortgage included in the purchase-money?—Yes, it was.

243. And in the remaining goods that paid for the land were there any spirits?—I think, as I said before, out of the £2,500 there was about 6 or 7 per cent. for spirits—a much less proportion than the average percentage of spirits taken by white people.

244. I do not quite understand your last answer?—A much less proportion of spirits, considering the amount of the transaction, than would be supplied in similar transactions with the average Europeans.

245. Do you mean that other Europeans would give more spirits?—No; that the average white man would take a larger quantity.

246. You mean if you were buying land from a white man you would have given him more spirits?—I do not wish to be misrepresented.

247. Then I do not understand you?—What I wish to say is this: that the percentage of spirits in that purchase-money was much less than would probably have been the case in a transaction of £2,500 with a white man.

248. Then I put the question in this way: that if you were buying land from a white man you would not pay him 6 or 7 per cent. in spirits?—I think in the case of dealing with a white man there would have been 50 or 60 per cent. in spirits. There is no doubt that spirits is a legal consideration to a white man, and, unfortunately too many properties pass for that consideration.

249. Would the ordinary rule have been, if a white man was selling his property, for him to have a lawyer to advise him?—I do not think so. I have sold properties without any solicitor to advise me.

250. Who prepared the deeds?—I would submit them to my solicitor.

251. *Colonel Trimble.*] You were talking just now about 6 or 7 per cent.—do you mean 6 or 7 per cent. of the account of goods rendered?—Yes.

252. And when you said that a white man would have probably more than 6 or 7 per cent. do you mean a white man buying a similar quantity of goods?—Yes.