

and any further sums required to bring the lands into profitable use, by which arrangement the Government could recoup themselves out of the profits. I will be prepared, on behalf of certain hapus of mine, to hand over other blocks of land as security, in order to strengthen the hands of the Government, lest they should fear that the security was not good enough to advance the necessary money on. I believe other Native owners would do the same. Notwithstanding the bank consider they should get a sum of £100,000, they are not entitled to anything like that amount; and, seeing that they have not got a legal title to much of this land, I believe they would take a very much smaller sum. I am in a position myself to cause the bank a great deal of trouble, and if I find them taking arbitrary measures to sell the lands I will consider myself free to oppose them. My earnest desire is that the Government shall take the matter up and out of the hands of the bank, and to act in concert with the Native owners. If nothing is done great sufferings will come upon the Natives. If the matter is taken up in the manner I suggest, then, I believe, good results will follow to all concerned. I shall not agree to the whole claim of the company being paid—that is, their claim for salaries and other expenses—because they did not fulfil the agreement made with the Natives who handed the land over in good faith. I have nothing further to say, because Mr. Rees has made a long statement. I firmly believe that if the Government took the matter in hand a satisfactory arrangement can be made, so that the colony will be benefited and the Natives saved from utterly losing their land. I think the Government are responsible, because they interfered with our mission to England, and prevented it becoming a success. It is not as though I went to England in an underhand manner, as I waited upon the Native Minister before starting, and explained the object of our mission, which he heartily approved of, and wished me success. I repeat again that if nothing is done by the Government a great number of Natives will lose their land.

43. Do you know Mr. Green, the petitioner?—I am not sure that I know the petitioner. I never knew until just now that they had sent a petition. I suppose the purport of the petition is that they be paid for their losses. The company never expended anything like the sum of £155,321.

44. *Mr. Kapa.*] Were you not a shareholder of this company?—I was a director of this company at first; but afterwards they took an entirely different course, in which I had no part, and ceased to act. At the time I speak of I did see small sums paid to the Natives occasionally. Being interested I could not take any money myself.

WEDNESDAY, 29TH JULY, 1891.

HEMI WAAKA in attendance and examined.

45. *The Chairman.*] If you have anything to explain or to add to your petition you are at liberty to make such statement or explanation?—The principal points are set forth in the petition.

46. Will you be good enough to state from the commencement the transactions mentioned in your petition?—Mr. Rees first appeared on the scene somewhere about or before the year 1878. He came to Poverty Bay district with Karaitiana Takamona and called a very large meeting of all the Poverty Bay Natives to take place at Toroa, near Waerenga-a-hika. The object of Rees coming to the district was to give us his opinion with regard to the land-negotiations of Europeans in the district. Wi Pere stood up and explained the nature of the transactions which had taken place, Mr. Reed having bought some Native land there. Mr. Rees gave it as his opinion that land which had been paid for in spirits, in stores, and food gave no title; that the transaction was illegal. Another circumstance which he said made sales of Native land illegal was that the shares of the Native owners had not been subdivided. It was this advice of Mr. Rees which made the Natives of the district long to have him for their solicitor. Believing him to be a lawyer and a man of knowledge we thought that what he said was true. We did not hand over our land to him at that meeting. He called another large meeting at Wharaurangi and made the same speech. He called another meeting at a place called Te Kaiparo, where he made a similar statement to the Natives. The whole of the Natives became deeply impressed with what Mr. Rees told them, believing the previous sales were illegal. Afterwards, in the year 1878, Mr. Rees came to our settlement at Muriwai.

47. *Hon. Mr. Mitchelson.*] Is that near the Pakowhai Block?—Yes.

48. *The Chairman.*] That was in the early part of 1878, but he subsequently came by himself. He called a meeting of the grantees of Pakowhai Maraetaha, (adjoining Pakowhai), which is occupied by Mr. Woodbine Johnson. Te Kuri was another block. The Natives explained to Mr. Rees that all these lands were leased to Mr. Johnson; that his lease had to run for two years more. Mr. Johnson had bought several shares in Maraetaha, Pakowhai, and Te Kuri Blocks; also in a fourth and adjoining block called Tangotete. Mr. Johnson had paid for all these shares in cash. As I have already stated, the people all assembled to meet Mr. Rees, and he asked us to hand over the whole of these blocks for him to administer. He advised us to select seven of our number as a committee, including myself and others named in the petition. These were selected. For some time previous to this Mr. Johnson had been urging us to come to some amicable arrangement, and give him a piece of land in Maraetaha in satisfaction of his purchases in the four blocks. He thought that getting his land in one block would be better for us all, and would save trouble. Some of our people would not agree, but it was afterwards arranged that Mr. Johnson was to get a certain portion of Maraetaha, and so leave the other three blocks absolutely free for the Natives. The reason we agreed to hand over the land to Mr. Rees was because he stated that we would get it back. He told us that if we handed over the land to him he and Wi Pere would execute a covenant by which they were all to get back a portion of it. He told us that although we were handing the land over to him, yet the committee would retain the real authority over it; and that it would rest with the committee to lease it or put it to any other use. He made all these statements to the people assembled there. It was on account of these promises that all the owners signed an agreement handing over the land to Mr. Rees, he having clearly promised that the management would rest with the committee. All