

134. It is difficult to understand that the sum was not placed on the estimates?—It did not concern me. I had no knowledge as to whether it was or it was not. I never looked at the estimates.

134A. Now, have you any objection to inform the Commissioners what purchases you have made on this account in Polhill Gully?—None whatever, knowing that the amounts, as a matter of fact, can be known, but without admitting the right to inquire into matters that do not affect the contract or the Government.

135. Of course, the Commissioners can get the information outside, but can get it more readily from you?—We have acquired lot Section 6 from Tamati Wiremu te Wera, 8 acres 3 roods 29 perches, at the price stated by him—£25 per acre.

136. *Mr. Baker.*] Can you give us the date?—I can give you an approximate date. On the 15th of October, 1890, we had the land transferred.

137. *Mr. Macdonald.*] What was the date the purchase-money was paid?—As soon as the restriction was removed we paid over the purchase-money.

138. *Mr. Baker.*] Had negotiations been going on a short time or a long time?—Only a short time. We first settled upon the price, and then had the restrictions removed. The application has to be signed by the Natives, then gazetted, then heard before a Judge of the Native Land Court, then sent on to the Government, then gazetted again. It takes about a month to put through. We did not start negotiations until after the contract was concluded.

139. *Mr. Macdonald.*] What was the total purchase-money of Section 6?—£225.

140. *Mr. Baker.*] The transfer was lodged in 1891?—No; on the 15th October, 1890. I see we sent the certificate of title on the 9th December, 1890, when the transfer was finally through, and also at the same time of Section 1, which had been in Mr. Blair's name. We registered a transfer, and sent them the certificate of title for it (No. 4,331, 5 acres).

141. *Mr. Macdonald.*] What was the price of that?—For Section 1, containing 5 acres, and leasehold Section 7, we were to give £400. It was agreed that Kirk and Atkinson should buy it from the syndicate at that price.

142. That was the price you paid for it?—Yes. Mr. Atkinson says the price of Lot 6, nearly 9 acres, was £225—at £25 an acre, you see.

143. *Mr. Baker.*] What was the date of the purchase from the syndicate?—We sent the certificate of title on the 9th December, so that the purchase would be a week or a fortnight before that date—some time in November or December. Then we had a very long delay in completing the titles to block of 6 acres. The original owner of a half-share in it lived at Parihaka, and we had trouble to get it. He would not sell the land, but gave it to his brother at Kaiapoi. We, however, got it from his brother when he came from Kaiapoi. We sent the certificate of title on the 12th August, 1891.

144. With regard to Section 2?—It originally belonged to Rapana and Hami Iwitaia, but the latter gave his share to Hapimana.

145. *Mr. Macdonald.*] What was the amount of the purchase-money?—£75 for each share; total, £150. Of course, you are not confusing Section 1, containing 5 acres, with Town Section 1, which I also own, but which is not in the contract.

*Mr. Baker:* No, no.

146. *Mr. Macdonald.*] What was the purchase-money of Section 3?—£75 for one share and £100 for the other.

147. Was there a title for it?—Yes. Then, that completed the purchase, with the exception of Mrs. Simeon's two sections (4 and 5). You will observe in a letter of mine on the 13th August [see Appendix No. 14A] that I allude to the fact that Section 3 was subject to litigation at the time (13th August).

148. What is the acreage?—6 acres 1 rood 5 perches. This land originally belonged to Wi Tako and Ihaka te Rou, who were devisees under the will of Mohi Ngapinga. When Wi Tako died Ihaka te Rou claimed that under the will he and Wi Tako were joint tenants, and therefore, on the death of the other joint tenant, Ihaka te Rou took the whole. The executors of Wi Tako disputed this, which affected not only this land, but the general interests in other parts of the gully. Finally it went to the Court of Appeal. This was the subject of the litigation. At the time we got our last progress-payment the Minister of Defence wrote us a letter—which I read on a former occasion—stating that the Attorney-General had been served with a writ in respect of the land. We were anxious at once to explain to the Minister that the writ did not in any way affect the title to land purchased and partly paid for: it was merely to ascertain the real owners of the Section 3, and that all the land in Polhill Gully purchased from us and partly paid for was now vested in Her Majesty the Queen. We wrote to this effect on the 24th August. [Letter read. See Appendix No. 15.] However, this action was finally concluded quite recently.

149. Did you inquire whether the writ affected the title?—The Minister was not satisfied with our explanation.

150. Have you any explanation when you say the dispute did not affect the land the Government paid for, and that litigation between Native owners and other Natives in no way affects the matter: that is no reply to my question?—Except that it leads up to the question that the action has finally ceased.

151. *The Chairman.*] Do I understand that you have answered my question as regards the whole purchase?—The litigation as to the ownership of Section 3, containing 6 acres, having been settled by the Court of Appeal, the only owners entitled to the land were Ihaka te Rou and the executor of Wi Tako—viz., Tamiora Love. We completed the purchase from them, and sent the title on the 16th February, 1892. The Queen's title was complete, and we asked for progress-payment.

152. *Mr. Baker.*] Mr. Morison was acting on behalf of the estate of Wi Tako?—The purchase of the share of that estate was done through Mr. Morison.