

*Mr. W. Kelly*: You stopped him.

*The Chairman*: I cannot allow you to put that question to the witness.

*Mr. Landon*: Will you make a note of it?

*The Chairman*: The witness stated distinctly that he read the deed, the interpretation of it before they signed it, and the name is in the deed.

*Mr. Landon*: I am accused of committing a theft.

*Hon. Mr. Richardson*: That has nothing to do with it.

*The Chairman*: The Committee will weigh the statement of one witness against that of the other. It is for the Committee to consider.

*Mr. Landon*: If there is a note made that you object to the question I will be satisfied, because it reflects on the interpreter.

*The Chairman*: I do not think it is any reflection on the interpreter. He is giving his evidence and stating exactly what occurred. The other witness gave his evidence, stating what he believed actually occurred. The one statement goes against the other; that is all.

*Mr. Landon*: Rikihana says, in his evidence, that if we swore that it would not be true. I have asked the witness if the statement was not true that he did not read the deed to him.

*Hon. Mr. Mitchelson*: He states that he did read it.

172. *Mr. Landon* (to witness).] If Rikihana said Millar only put the money on the counter and that I took it up, would that be true?

*The Chairman*: I cannot allow that; it is the same question. Mr. Cochrane stated exactly what happened in the post-office in his presence. Rikihana has stated what he believed happened in the post-office. One statement has to go against the other.

*Hon. Mr. Mitchelson*: As Mr. Landon has stated that the case is to be taken to another place, the Committee have a right to protect the petitioners, and should not allow Mr. Landon to extract statements by saying that he is going to take the case to the Supreme Court. I think whatever his intention may be in the future regarding this case, we have no right to allow him to threaten the witness during this inquiry as he has been doing.

*Hon. Mr. Richardson*: I was under the impression that any evidence taken before a Parliamentary Committee was privileged and protected in every way. Is that not so, Mr. Chairman?

*The Chairman*: I understand that that is so.

*Mr. W. Kelly*: This is a matter which should never have come before a Committee. It is a legal case, and ought to have been taken to the Law Courts of the country. Parliament has no right to deal with any case that can be dealt with in the Law Court.

*The Chairman*: Let us get on with the evidence; the Committee will consider that question afterwards. It is desirable that the evidence should be finished as soon as possible.

*Mr. W. Kelly*: This is a question that should be dealt with in the Supreme Court.

*Mr. Parata*: The petition has been presented to Parliament, and it is for this Committee to deal with the petition.

*The Chairman* (to Mr. Landon): Will you continue your examination of the witness?

*Mr. Landon*: Do you rule that I cannot put these questions?

*The Chairman*: In the way you put the last question I rule it is out of order; I cannot allow it to be put.

173. *Mr. Landon* (to witness).] Are you quite satisfied that I did not take Rikihana's money off the counter?—Yes, I am perfectly satisfied that you did not. It was placed by Mr. Millar in his hand. Mr. Millar was in the private room, and he handed the money through the delivery window to Rikihana, who was then in the public room.

174. Did Rikihana hand me the money?—He must have handed you the money as he took the money away from the window. I was standing alongside the trapdoor, Mr. Landon was standing at the back of the room, Rikihana passed me, and, from the conversation that was going on behind me, I believe the money was given by him to Mr. Landon.

175. You furnished me with a bill for your expenses?—I did.

176. Did I pay you that bill?—You did.

177. Did I hold out any inducement that I would pay any money for any other purpose whatever?—No.

178. *Herewini te Toko*.] You have known me for a great many years; have I ever been mixed up in any trouble of this kind before?—Not to my recollection.

179. Did you state that we signed the agreement on the 3rd December?—That agreement was drawn up for you to sign on the 3rd December, but the day that you really did sign it was marked on it in pencil opposite your name.

180. What day did we sign it?—I do not know. It was on the 4th or 5th perhaps.

181. You say that you read this document over and explained it. If that was the case, do you think that I would agree to signing that authority giving over such a large portion of money of the sale of my land to any person?—In my opinion you were quite agreeable at the time I explained it. Neither you nor I knew at the time what the amount of money would be that was to go to Mr. Landon under that agreement; but at the same time you made no objection whatever—not the least objection; you were perfectly clear.

182. Well, at that time did we know about the 7s. 6d. per acre for the land?—No. Neither you nor I had seen the deed at that time.

183. Did you know at the time we signed the deed that it contained the 7s. 6d. per acre?—No; it did not then, nor does it now. If it is the same document it does not contain any allusion to the 7s. 6d.

184. Do you know that Mr. Miller handed us the cheques through the trap-door in the post-office?—Yes.

185. At that time did you explain to us about the money that was being paid, that it was 7s. 6d.