

1892.
NEW ZEALAND.

NATIVE AFFAIRS COMMITTEE.

(REPORT ON THE PETITION OF HEREWINI TE TOKO AND 2 OTHERS.)

Brought up 29th September, 1892, and ordered to be printed.

PETITIONERS complain that Mr. John Landon has wrongfully detained part of the purchase-money for the Kaitaia Block, and pray for redress.

The Committee, having taken full evidence in this case (copy of which is attached), have the honour to report: That, in their opinion the evidence shows that the petitioners personally received from the Government officer, Mr. Millar, the full amount of the purchase-money agreed by the Government to be paid for the land, therefore the Government are in no way responsible for what is alleged in the petition. But the Committee are further of opinion that, if the petitioners considered Mr. Landon had not acted in accordance with any agreement entered into or made with him, they should have appealed to the law Courts before applying to Parliament; and as there are sufficient grounds to warrant that belief which, if their allegations be true, render them considerable sufferers thereby, the Government be recommended to take petitioners' case into special consideration, with the view of affording such assistance as will enable them to bring the matter before a Court of law.

The Committee would also suggest that the Government be asked to carefully note the apparently peculiar conduct of the officials in the performance of their duties in connection with the above transaction.

29th September, 1892.

R. M. HOUSTON,
Chairman.

[TRANSLATION.]

E ki ana nga kai-pitihana kua puritia hetia e Hone Ranana tetahi wahi o nga moni hoko o te Kaitaia Poraka a e inoi ana ki tetahi ora.

I runga i te mea kua rongo te Komiti ki nga korero katoa mo runga i tenei keehi a e piri nei te tauria e whai honore ana taua Komiti ki te ripoata: Ki ta ratou whakaaro e whakaatu mai ana nga korero i riro mai i ia kai-pitihana i te apiha a te Kawanatanga i a Te Mira nga moni hoko katoa i whakaaetia e te Kawanatanga kia utua mo taua whenua no reira kahore he take e whakaea ai te Kawanatanga i nga moni e toono ana i roto i te pitihana. E whakaaro ana ano hoki te Komiti mehemea e whakaaro ana nga kai-pitihana kihai i mana i a Hone Ranana nga whakaaetanga i whakaaetia ki waenganui i a ratou me ia, ko te mea tika ma nga kai-pitihana he kawe i ta ratou keehi ki te Kooti i mua o te pitihanatanga ki te Paremete, a ahakoa e whakaarohia ana he mea tika kia hamenetea a Hone Ranana, ara mehemea e tika ana aua korero he nui te mate kua tau ki runga i nga kai-pitihana a me tono i te Kawanatanga kia ata whiriwhiria te take a nga kai-pitihana kia ahei ai te Kawanatanga te tautoko i nga kai-pitihana ki te kawe i ta ratou keehi ki te Kooti.

E mea anano hoki te Komiti ko te mea tika me tono i te Kawanatanga kia ata tirohia e ratou nga mahi a nga apiha i runga i a ratou whakahaere mo runga i tenei keehi.

29 o Hepetema, 1892.

MINUTES OF EVIDENCE.

TUESDAY, 23RD AUGUST, 1892.—(Mr. Houston, Chairman.)

PETITION OF HEREWINI TE TOKO AND TWO OTHERS.

To the Hon. the Speaker and Members of the House of Representatives in Parliament assembled.

SALUTATIONS,—

The humble petition of us, the undersigned, concerning our land, the Kaitaia Block, sold by us to the Government through Mr. John Lundon.

We were paid at Rawene, and Mr. Millar gave us the money by cheques in the post-office.

Directly we received our cheques Mr. Lundon asked us to give them to him; that as soon as he reached the hotel (J. Flood's) he would hand them back to us. We were dubious in our minds whether it would be wise to hand over our money to Mr. Lundon, but supposing that some further formalities required by the Europeans had to be gone through we gave him the cheques, and after reaching the hotel Mr. Lundon gave us cheques to give to the people who had sold their shares in the block.

Subsequently we discovered that a portion of the money had been kept back—was missing—and we did not get the full amounts for our shares as paid us by Mr. Millar.

These are the sums which have been lost, viz., Herewine te Toko, one cheque, £87; W. Rikihana, two cheques of £30 and £57 respectively, = £87; Hone W. T. Papahia, three cheques, each £21 15s. = £65. We did not see Mr. Lundon take—i.e., deduct—this money, as we never authorised him to do so; nevertheless we are perfectly clear as to the amounts contained in the several cheques paid to us by Mr. Millar, which were all handed over to Mr. Lundon.

Afterwards Raiha Tamaho applied to the Government for the portion of her money which was missing, and £108 15s. was restored to her.

After this we applied to the Government to pay us our money which had been lost, but we received a reply stating that the Government had not got any of our money, that it had all been paid by Mr. Millar—namely, £217 10s. for each share. We three persons subscribing to this petition now pray your honourable House to make inquiry into the conduct of this European whom the Government have sent to purchase our lands.

There are other of our relatives who, like ourselves, lament the loss of the purchase-money of their shares.

Let Parliament consider what ought to be done in the way of redressing the wrong we have suffered through the loss of our money.

HEREWINI TE TOKO,
H. T. W. PAPAHAIA,
WI RIKIHANA.

WI RIKIHANA sworn and examined.

The Chairman: You had better first make a short statement in connection with the petition, and then questions can be put to you.

Mr. Rikihana: Mr. Lundon came to me at Opanaki. He explained that he had been sent by the Government to purchase the Kaitaia Block, and asked me what price I was willing to accept per acre. My wife was present at this interview. I replied that we had sent a request to William Swanson to advertise the land as being under offer at £1 per acre. Mr. Lundon replied that this was too much. He then produced a paper, which appeared to be a telegram, and explained that it was a communication from the Native Minister, authorising him to give 4s. per acre. I replied, I will not agree. He stated that in his opinion this was a very large price to give for the land, and that he had come to us actuated by his love for the Maori chiefs. I again stated the price was small. My wife then asked who would pay him for his work? He said, "Oh, after my work is finished." But I inferred from his conversation with my wife that the Government were to pay him. I advised him to go to the chief owners of the land; and that I would not agree to his terms. He then went to Herewini te Toko. I do not know how long he was at Hokianga when I received his telegram. This telegram asked me to go to Hokianga, saying that Herewini te Toko had signed the deed of sale for £130 10s. I did not go. I replied saying I could not go because my child was sick. Some time afterwards there came to me a European called Edward Howe, who explained that he had been sent by Mr. Lundon to fetch me to sign the deed of sale. I then went, and reached Rawene at night. I went to Howe's house, and whilst having something to eat Mr. Lundon arrived. I then went with Mr. Lundon to his house. We slept in the same room. Mr. Lundon explained that he had agreed to give a much larger price on account of his love for the Maoris, that he could now give an additional 6d. per acre, making 4s. 6d. Mr. Lundon asked me what amount I would like each cheque made out for. I said, "Do not arrange about payment to me yet. Wait till we have a talk." I said, "You must pay the expenses I have been put to in coming here before I agree to sign." He said that this would not be right. We had a long dispute about this, and then went to Robert Cochrane's house; and Cochrane explained, on behalf of Mr. Lundon, that it would not be right for me to get more than those who had already signed—viz., £130 10s. Cochrane then produced a document or list showing the people who had signed. All this was for the purpose of showing that, as they had received

the £130 10s., it would not be right for me to get more. I then said, "Very well, I agree to accept the £130 10s." He then asked me to state what amount I would like placed on the several cheques. I said, "Give me one cheque for £110, another for £7, another for £7, and one for £6 10s." That made the £130 10s. Mr. Lundon then went to see Mr. Millar, and to interview him. He returned, and together with Robert Cochrane and myself, and a Justice of the Peace called Clark, also an hotelkeeper named J. Flood, we went to the post-office; and documents were then held out for me to sign. They were not ordinary documents. It was not explained to me at the time I was signing what money I was to receive. I supposed that I was signing for the £130 10s., and Robert Cochrane did not explain the matter to me. He never read over any deed of sale. That man is now in attendance. He is here. I then signed, and Mr. Millar laid the cheques down upon the table, and Mr. Lundon took them.

1. *Hon. Mr. Carroll.*] How many many cheques were there?—I suppose there were four, but I did not count them. He said, "When we get to the hotel I will pay you the money." I supposed that in acting in this way he was carrying out the laws of the Government, and that it would be necessary for him to take them to Flood's place, and then hand them back.

2. *Hon. Mr. Mitchelson.*] Is that an hotel?—Yes. We went to the hotel, and he gave me four cheques for the amounts I have stated. I went and placed the £110 in the bank. I believe that I endorsed the cheques. I received them from Mr. Millar.

3. *Hon. Mr. Carroll.*] You endorsed them in the bank?—Yes, I think it was when I took the £110 to the bank that I endorsed the cheques. I returned to my place the same night; and our steamer landed at John Webster's residence, and there I changed the two £7 cheques. I then came right on to my own home. Next morning I went on to Dargaville, where I changed the last cheque, £6 10s., after endorsing the same. Mr. Pope then came to my settlement to arrange about a school-site. On going to the railway-station at Opanaki I saw Mr. Lundon.

Mr. Lundon: I believe that this has nothing to do with the case. It does not refer to it at all.

Witness: I think it refers to the case. Mr. Lundon explained that Raiha Tamaho had received £108 15s.

Mr. Lundon: All this has nothing to do with the matter at all.

Witness: I have to bring this in to show why we petitioned the House. I had a dispute with Mr. Lundon on this matter. I was incensed with Mr. Lundon, and showed him that I was angry. Mr. Lundon came to Auckland. Herewini te Toko then came to Opanaki, and told me that he had quarrelled with Mr. Lundon, as he was then aware we had not got all the money. I had a very angry discussion with Lundon because I found that, as Raiha Tamaho had received a further sum of money from the Government, we also were entitled to further moneys for our land. We then—Herewini and myself—wrote to the Government, asking for the balance of our money; and this is the reply we received:—

[Reply read.]

[Translation of Exhibit marked A.]

"FRIENDS,—

"Native Office, Wellington, 26th April, 1892.

"Salutations to you two. Your letter of the 4th of this month demanding payment for the balance of your shares in the Kaitaia Block to hand.

"Now I wish to state for your information that Mr. Millar, the Postmaster at Rawene, has already paid each one of you the full value of your shares in Kaitaia, amounting to £217 10s. per share. That money was paid in the month of December last. There is therefore no balance of money owing to you two at the present time. Sufficient.

"To Wi Rikihana and Herewini te Toko, Opanaki, Hokianga."

"SHERIDAN.

I then became aware that Mr. Lundon had come to deceive us; that he had befooled us, and that there was a balance of our money still due. I then wrote to Mr. Lundon in Auckland, and asked him to explain where the trouble was; whether the balance was in his hands, or in the hands of Mr. Millar, and asking that this money be paid to us. We did not get any intelligible reply from him. It was not a sensible reply.

4. *Mr. Houston.*] Have you got that reply?—I did not have time to go to my house to get it. I have got it in my box at home. I had no time to go back to get it. I wished the Government to consider this question. I believe that all the owners of the Kaiatai Block received £130 10s., but Timoti Puhipi is the man who lost most, because he had two shares in the block. At the Waitangi meeting I saw Mr. Lundon. I told him that he had been doing wrong, and accused him of deceiving the Maoris—that is, the chiefs. He replied that there was no living person more honest than himself; that he was prepared to take an oath as to the justness of his work. I replied that he would be prepared to take an oath whether his work was good or bad. He then said that if I liked to go to Auckland in connection with the affair he would pay me for doing so. I did not consent because I was angry with him. I have finished.

5. *Mr. T. Parata.*] The cheques you received: were they in payment of your own individual share?—For my own share.

6. *Hon. Mr. Mitchelson.*] I should like to ask the witness whether he understood that he was selling the land to Mr. Lundon as agent for the Government?—I was selling the land to the Government, and not to Mr. Lundon.

7. Well, then, when Mr. Millar was paying you, why did not you yourself receive the cheques, instead of allowing Mr. Lundon to receive them?—Because Mr. Lundon took them first.

8. And were you not aware before signing the deed that the cheques contained a larger amount than that afterwards paid by Mr. Lundon?—I was not aware that the Government was paying more than the sum I received.

9. Then you did not know that you were giving a receipt to the Crown for a larger amount than you were actually receiving?—I did not know because the thing was never explained to me by the interpreter.

10. What excuse did Mr. Landon give for not giving you the full amount as explained at Waitangi?—He made no attempt at explanation because we were quarrelling.

11. Then it was quite clear to you, when dealing with Mr. Landon, that he was acting as agent for the Crown?—It was quite clear to me that such was the case. I am quite certain in my mind that he was.

12. *Mr. Smith.*] Who was present when you signed the deed?—Clark and Flood, and Robert Cochrane who was the interpreter; also Millar.

13. The Postmaster?—Yes; and there was John Landon and myself.

14. Do you still say that the deed was not read over to you?—I am positive that it was not read over to me. If it had been read out to me I would at once have found out that I was to get a larger amount than I afterwards did get.

15. Did you agree to sell your land for £130 10s.?—I did agree, because I thought that that was the price fixed by the Government.

16. Did you receive that amount?—I have already said that I did.

17. *Hon. Mr. Mitchelson.*] Then you were willing to sell your land to the Government for £130 10s.?—Yes.

18. Then, when you found that the Government had paid more, you thought that you were entitled to receive the difference?—Yes; and also because we found that Raiha Tamaho had received that amount.

19. Then the money was paid?—Yes, I believe so.

20. How do you know? Have you received any information on the matter?—I have been informed that Raiha Tamaho had been to the post-office and got the money from Mr. Millar.

21. *Mr. Kelly.*] It appears that you have travelled about with Mr. Landon a good deal. Was Mr. Landon acting for you in disposing of the land?—Do you mean at the time I speak of?

22. Yes. Was Mr. Landon acting for you?—I never authorised Mr. Landon to act for me, neither by letter nor word. Nor was he acting for me.

23. You have stated that some received £108 and some £130 10s.?—We all got the same money; but Raiha got £108 15s.

24. *Hon. Mr. Cadman.*] Do you think seriously of the answers you are going to give? I wish you to do so. Now I want you to say distinctly whether or not that deed was translated or read over to you before you signed it?—I am positive that it was not read over to me. If it had been, I would have been made aware that I was to receive £217 for my share.

25. What took place between you and Mr. Millar before the money was paid?—There was no talk, and no reading out of documents; there was simply a signing of names.

26. Well, will you tell us what happened at Mr. Millar's? What did Mr. Millar say to you?—Mr. Millar said nothing, but simply produced the money.

27. Then you went to the post-office. What happened then?—We then adjourned to the hotel with Mr. Landon to get the money from him.

28. Did not Mr. Millar give you any cheques at all?—I have already stated that Mr. Millar laid the cheques down, and that Mr. Landon took them.

29. Why did not you think of mentioning this matter at Waitangi, when I was there; and why did you not lay a complaint against the Government?—I was awaiting a reply from the Government to my letter.

30. Perhaps you do not know who I am. Well, knowing that I was the Native Minister, why did you not speak to me about it?—A great number of people were anxious to see you; but after making your speech you went straight away.

31. I was there two days. Well, then, with respect to the £130 10s., you received, I understand you to say that you had arranged with Mr. Landon to get £130 10s. for your share?—I have already stated that Mr. Landon said in his telegram that that was the amount of money I was to receive for my share—£130 10s.

32. Then you gave no authority to Mr. Landon to act for you in any shape or form?—I have already answered that question several times. I never appointed him to act for me.

33. Nor signed any documents?—No; I never gave him any such authority.

34. *Hon. Mr. Carroll.*] Have you got a copy of all the telegrams that passed between you and Mr. Landon?—I have already stated that I did not have time to go back and get those telegrams.

35. Could you not have telegraphed for them?—Yes, I could have telegraphed for them. Mr. Millar was the telegraphist at Rawene who sent those telegrams. Cannot copies be got from him?

36. Did Mr. Landon ever write to you in connection with the sale?—I do not remember. He may have done so, but I cannot call it to mind. I do not remember him writing to me or my writing to him.

37. Do you say that the only paper you signed in connection with this matter was the deed of sale?—The only document I signed was the one I signed in the post-office; and I signed then because Robert Cochrane had previously shown me a list setting forth the amounts paid to the other Natives.

38. Before you went up to the post-office, did not Cochrane explain the deed to you?—He never did so. If he had I would have been made aware that the proper amount for me to have received would have been £217.

39. But did you not have a conversation with Cochrane and Mr. Landon about the selling of your share, and the price you were to get as per the consideration in the deed before you went down to the post-office?—We had a conversation, the one I have already mentioned, at Robert Cochrane's house. It was there that Mr. Landon and myself had a dispute about the price I was to get.

40. Well, then, it was decided there between Cochrane and Landon that you were to sign your name to a deed and get £130 10s.?—The talk we had in Cochrane's house had reference entirely to the question of my getting travelling-expenses; and the amount I was to receive for my share had not been fixed at that time.

41. Where was it that you decided to take the amount agreed upon, and under what circumstances?—It was fixed finally by Mr. Lundon and myself in the hotel on the following day that I was to receive £130 10s. That was the day after my arrival.

42. After that was fixed, were you told by Mr. Lundon that it was necessary to go with an interpreter to a Justice of the Peace?—Yes; he did explain that.

43. Before you signed the deed, did you see the interpreter with Mr. Lundon at all?—Yes, I did. Mr. Lundon and the interpreter were always together.

44. Did you have a conversation with the interpreter, or he with you, before you signed the deed?—The interpreter never spoke to me, nor did I speak to him. I was simply asked to sign the deed.

45. Was it told to you that that document represented the arrangement that you had arrived at in reference to the purchase of your share?—I know nothing about any such explanation. The proceedings in the post-office were very short, and did not occupy five minutes, in my opinion; and that shows that there could have been no conversation about the matter.

46. *Hon. Mr. Cadman.*] I want to ask the witness another question: Did you sign this deed without knowing anything of its contents?—I thought that I was signing for the £130 10s. which had already been explained to me by Cochrane, when he showed me the list.

47. *Mr. Kapa.*] Were you quite satisfied in your own mind when you received the £130 10s.?—Yes; I was quite satisfied in my own mind when I received the money.

48. And your dissatisfaction arose subsequently, and was caused by having heard that Raiha Tamaho had received a larger sum?—On the arrival of the document, it showed that we ought to have received £217 10s.

49. As Raiha's name does not appear in the deed of sale, why was that money paid?—I have now been made aware for the first time that this person was not an owner.

50. Did you know that it was for Hekiera Tamaho's share?—I heard formerly that she had an interest in that share.

51. What money was paid to Hekiera on his signing?—£130 10s. I know that he received that on account of the list that Cochrane showed me. I heard that they did not sign altogether, but at different times.

52. *Hon. Mr. Cadman.*] You were mentioning something about some woman, Raiha, who told you that she had signed the document?—It was Mr. Lundon who told me that Raiha Tamaho had received an extra sum of money at Opanaki.

53. Was it before or after?—It was after Mr. Lundon told me this that I had to sign.

54. It seems then that she received her money and signed before you did?—All Mr. Lundon told me was that Raiha Tamaho had received this extra money.

55. I understood you to say that Mr. Cochrane had shown you a list of the Natives already agreeable to sign the deed, and that is why you signed it; and that this woman had signed the deed before you signed it?—I was not informed that Raiha Tamaho was one of those who had signed. It was after I had signed that Mr. Lundon told me about her getting money.

56. I understood you to say that Cochrane had shown you a list of those who had signed, and then you signed?—I signed because I was anxious to get the money.

57. Well, did Mr. Cochrane show you a list of names of those who had signed, before you signed?—Mr. Cochrane showed me, in his own house, a list of the people who had signed, before I signed the deed.

58. And it was on the strength of their signing that you signed?—They had not all signed it at the time. Puhipi had not signed.

59. Did not Cochrane show you a list of the Natives who had signed?—Robert Cochrane showed me a list of those who had signed for the £130 10s.; and Mr. Lundon was there when he did so.

60. Well, was this woman's name on the list then shown to you?—No; it was not.

61. *Mr. Houston.*] Are you not aware that it is necessary for a licensed interpreter to read over a deed of sale before you sign it?—I am not aware that it is necessary for a licensed interpreter to read over a deed of sale prior to its being signed.

62. Had you ever any transaction with regard to land, apart from this, when the deed was interpreted to you before you signed?—I have been engaged in land transactions before this, but I cannot now remember whether the deeds were interpreted to me by a licensed interpreter or not. It is now a very long time since I was engaged in similar matters.

WEDNESDAY, 24TH AUGUST, 1892.

WI RIKIHANA further examined.

63. *The Chairman.*] In giving your evidence yesterday, you stated that when you got the four cheques you placed one for £110 in the bank?—Yes, the Post-Office Bank at Auckland. Mr. Millar, the Postmaster, told me that the money would be placed in the Savings-Bank in Auckland. He said he had the receipt in his box.

64. *Hon. Mr. Mitchelson.*] Did you give the money to Mr. Millar?—Yes, I gave the money to Mr. Miller to send to the Savings-Bank.

65. *The Chairman.*] You mean you gave a cheque for £110 to Mr. Millar?—I gave Mr. Millar a cheque for £110.

66. Was it the Auckland Savings-Bank?—I do not know which bank; I believe it was the Post-Office Savings-Bank.

67. *Mr. J. Lundon.*] Are the allegations contained in your petition true?—They are true; all the statements are true.

68. I would like to caution you now, by telling you that the evidence given here will be taken into another Court.

The Chairman: This evidence is privileged; it cannot be taken into another Court.

Mr. Lundon: I am informed by legal authority that evidence given here on oath can be taken into the Supreme Court; and I want to warn him.

The Chairman: I do not think it is necessary, Mr. Lundon, to warn the Native on the point. You heard his statement yesterday, and it is for you to cross-examine him on that statement. He knows the consequence of the oath he took yesterday. I do not think it is necessary to warn him at all.

Mr. Lundon: That is so: but I am accused of stealing that money, and I am going to lay an action against him for perjury.

Hon. Mr. Mitchelson: Mr. Lundon is here to cross-examine the witness. He must not brow-beat and intimidate him. He is here to cross-examine, and not to threaten.

The Chairman: I think, Mr. Lundon, you had better confine yourself to cross-examination.

Mr. Lundon: If the Committee objects I am done; but unless a man is cautioned you cannot pull him up for perjury. I wish to caution him, and I should like a note to be made of it.

The Chairman: The Committee have full power to do anything that is necessary. If the witness gives false evidence on oath the Committee have the power to deal with him. He understands the nature of an oath, and the position in which he places himself by taking that oath.

Witness: Will Mr. Lundon ask me any questions he has to put, and I will answer them.

69. *Mr. Lundon*: Are the allegations made in the petition true?—They are true. The statements in the petition are true.

70. Do you still persist in saying that I took the cheque for £87?

Hon. Mr. Mitchelson: I do not think that is a fair way of putting the question. Yesterday, the Native, in giving evidence, stated most clearly and distinctly that he agreed, with others, to sell his interest in the Kaiataia Block for £130 10s., and that subsequently to that he heard, by some means or another, that Mr. Lundon had received from the Government, for payment to the Natives, the larger sum of £217 odd for each share—that he considered that, as the Government had paid that sum, Mr. Lundon, instead of retaining it to himself, ought to have paid it to him. That is the position.

Mr. Lundon: I am cross-examining him now in regard to the position. In answer to my question, "Are the allegations true?" he says they are true—that is, that I took £87 of his money. I ask him now, "Is that true?" I have not cross-examined him as to his evidence at all yet.

The Chairman: He has answered that question. He was asked, "Do you still adhere to the statement you made?" and he answered twice, "Yes."

71. *Mr. Lundon*.] Are the allegations true that I kept these cheques of yours?—We believe that these moneys have been kept back, as we have not received them. They are lost so far as we are concerned.

72. Were you near Hone Papahia, or within fifty miles of him, when you got that money?—No, I was not.

73. Well, how do you know I kept his cheques so long?—Hone Papahia knows that his cheques were kept back, because he applied to Mr. Millar for the numbers and amounts of the cheques paid to him.

74. How do you know that he applied to Mr. Millar? Were you there—were you with him?—I advised Hone Papahia to go to Mr. Millar and make these inquiries.

75. Then, you do not know from your own knowledge?—I did not see him go myself.

76. Notwithstanding, you say you do not know anything of it of your own knowledge?—Hone Papahia wrote to me telling me what he had done.

77. And you are willing to swear that what you heard is true?—I believe the statements in the petition are true.

78. The petition states that I paid the sum of £108 odd to Raiha of your money?—Which money do you allude to?

79. The money stated in the petition as having been paid to Raiha Tamaho.

The Chairman: The petition says, "Afterwards Raiha Tamaho applied to Government for the portion of her money which was missing, and £108 15s. was restored to her."

80. *Mr. Lundon*.] Was there a sum of Raiha's money missing?

Hon. Mr. Mitchelson: He said, in his evidence yesterday, that Raiha had a portion of his money.

Witness: Raiha's money was not lost, but it narrowly escaped being taken by Mr. Lundon.

81. *Mr. Lundon*.] How do you know that? Were you there?—Mr. Lundon went to Raiha and told her that her share would only amount to £78; but she, in the meantime, had received a letter from the Government saying that they were sending her £108 15s.

82. Were you there when the alleged conversation took place with Raiha?—No.

83. Were you within fifty miles of the place?

Mr. W. Kelly: The witness can only give evidence of what he knows himself; he must not give us hearsay evidence.

Witness: Herewini te Toko told me.

The Chairman (to interpreter): Tell him we cannot allow hearsay evidence; he must speak of what he knows himself of the matter.

Witness: I was trying to answer the question as it was put.

84. *Mr. Lundon* (to witness).] Then, you were not within fifty miles of her when this conversation between her and I took place?—I cannot say what distance it was—what distance I was away at the time.

85. Was that conversation I had with Raiha before you got your money, or after?—Why should that question be asked, because I have just been told that I am not to give hearsay evidence.

86. *The Chairman.*] This is not hearsay evidence. You are asked the question whether this supposed conversation that took place between Raiha and Lundon occurred before or after you signed?—It was after I had signed that I heard of this conversation.

87. *Mr. Lundon.*] Was Raiha's name on the deed?—I do not know.

88. Was your own name on the deed as an owner of the land?—My father's name was in the certificate of title, and I was appointed his successor.

89. Then, your name was on the deed?—I do not know what you mean by a deed. I do not know anything of such a document. If you asked me had I a share in the land I can answer that at once.

90. You say you do not know whether her name was in the deed: why not? Some of the Committee are Native members, and they know as well as I do—they all know that the names of joint owners are always put in the deed. I asked you if her name was in the deed; you say you do not know; then I asked you if you know that your own name was in the deed, and you do not say it was. You say you do not know what deed means.

Hon. Mr. Mitchelson: His name must have been on the deed, or he would not have been paid the money.

91. *Mr. Lundon.*] I am testing his credibility. He knew everything yesterday, but he knows nothing to-day. (To witness): If her name was not on the deed, what had I to do with her?—Before I answer that question I wish to know what action of yours you allude to?

Mr. Lundon: I am accused in the petition of keeping her money back.

The Chairman: No; not in the petition. The statement in the petition is that some of her money was missing, and that she wrote and got it restored; it does not accuse you of keeping any money from her at all.

Hon. Mr. Mitchelson: What relation has that with the case?

Mr. W. Kelly: You had better let Mr. Lundon finish his cross-examination, then you can put questions, or we will never get through.

Mr. Lundon: If her name was not in the deed, why am I accused of trying to defraud her?

The Chairman: Excuse me, you are not accused of trying to cheat her at all. The petition simply states that she was supposed to have lost some money; she wrote to the Government about it, and got that money restored.

Mr. Lundon: There is no truth in that. Her name was never on the deed, and I had nothing to do with her. The Government sent her the money, and she got every farthing of it. I am accused of keeping money from people at the North Cape—

The Chairman: Not in this petition.

92. *Mr. Lundon.*] It shows the disadvantage I am placed in through not having a copy of the petition. I will cross-examine the witness now as to the evidence he gave yesterday. (To witness): In your evidence yesterday you stated that Mr. Miller did not give you the money into your hand?—Yes, I made that statement yesterday.

93. If I and Mr. Clarke, J.P., Mr. Cochrane, and John Flood said that he did, we would be telling lies? I am sure these men will swear what I said, as attesting witnesses?—Notwithstanding that they may swear that, I still adhere to my statement that the money was not placed in my hands. (Interpreter: He uses a word meaning in the hollow or palm of his hand.)

94. In your cross-examination yesterday, you stated that you did not sign any document making me your agent?—Yes, I did say so.

95. Did Robert Cochrane read a document of that description to you in his office?—Robert Cochrane did not. He simply read out a list of the people who had signed before I signed.

96. He did not translate it to you, or read it to you?—No, he did not. He never read from any document authorising you to act for me.

97. Then, if Cochrane and I swore that that document appointing me your agent was read to you, would we be swearing that which was not true?—Produce the document.

98. That is not an answer. I will produce it before you wish it, very likely; I will produce it in another place?—Very good; produce it there.

99. That is not an answer. Did he or did he not?—All that Robert Cochrane read out to me was a list of the people who signed prior to my signing.

100. If Cochrane and I state that the document was read to you—the agency document—if we swear that, will we be swearing falsely?—I believe that you will be making a false statement if you say so.

101. I will go further, and ask you, did you sign a document in Maori authorising me to act for you?—Where did I sign it?

102. Answer my question?—I have no knowledge of such a thing.

103. Did you sign one in Cochrane's office at the time you signed the other?—All I can remember is, that the document Cochrane explained to me was the list of names of people who had signed. That is my difficulty in not remembering any other.

104. Are you an educated man? Can you read and write well?—I know how to read and write.

105. Would you sign a Native document in the Native language without reading it?—I would read the document over first.

106. Then, you would read such a document in Cochrane's office—the document in Maori appointing me your agent?—I do not remember ever reading any such document. I only remember reading from the list of people who had sold.

107. I have the document in my pocket now. Will you still persist in saying that you did not read it or sign it?—I am in perfect ignorance of any such document; that is why I did not answer your question. If you hold any such document you must have obtained my signature to it by misrepresentation.

108. *Mr. W. Kelly.*] You know whether you ever signed a document or not—whether by misrepresentation or otherwise?—If I did sign a document it was through being told that it had some other meaning altogether.

109. *Mr. Lundon.*] Mr. Mitchelson asked you yesterday, after you gave evidence, if you had seen such a document, and you answered Mr. Mitchelson that you had not?—Yes; what I stated yesterday was quite true.

110. Then, what you say to-day is not true?—Which statement of mine is not true?

111. *Hon. Mr. Mitchelson:* He has said half a dozen times that he did not sign it. If you have got the document, he asks you to produce it. You say, No, I will produce it in another place. He then says if you have got such a document in your pocket, you must have obtained it under misrepresentation.

112. *Mr. Lundon (to witness).*] I ask you if that misrepresentation was from me?

Hon. Mr. Carroll: You are hammering away at a suppositious case altogether. You say you have the document, why not produce it?

Mr. Lundon: I have it in my pocket.

Hon. Mr. Carroll: That is not evidence.

Mr. Lundon: I know it is not evidence.

The Chairman: I think it would be better to produce that document. If his name is there, ask him if it is his signature. I will not allow the witness to be cross-examined any more by you on imaginary points. If you wish to examine him on that document you must produce it. It is an imaginary document as far as members of the Committee are concerned. It is not fair to the witness, or to me, that he should be examined on an imaginary document.

Mr. W. Kelly: He is perfectly justified in putting the question as to whether the witness signed the document. He distinctly stated that he did not sign the document. Mr. Lundon says he has the document now in his possession. He asks the witness if he would sign a document in Maori before reading it, and he replies that he would not. When he is asked if he signed it, he says: If you have got the document, you got it by misrepresentation; if the signature was got the witness would remember signing it, but he distinctly says he did not sign it. I think myself that Mr. Lundon would be perfectly justified in producing the document.

Mr. Lundon: I do not want any use made of the document until I give my own evidence. [Document produced and handed to the Chairman.] I am my own advocate; I hand you the document; I shall put it in when the time comes.

The Chairman: After we get the document, the Committee must make use of the document; but it is absurd to allow a witness to be examined on an imaginary thing, as far as he or the Committee is concerned.

Hon. Mr. Carroll: After it has been recorded in the minutes, of course Mr. Lundon can have it. The document can be identified by the minutes. Perhaps it had better be read. [Document marked "Exhibit B," dated 3rd December, 1891, read in English and Maori.]

Exhibit B.

"We, the undersigned Natives, being the owners of the block of land known as the Kaitaia Block, containing 5,220 acres, more or less, do hereby authorise Mr. John Lundon to act as our agent, and generally to act on our behalf, in the sale of the said land to the New Zealand Government, and we pledge ourselves to sign all necessary deeds and papers to give effect to same when required by him to do so; and any money received by us in payment of said land over four shillings and sixpence (4s. 6d.) per acre shall be appropriated by the said John Lundon in payment of all attending expenses and remuneration to himself.

"Signed the 3rd day of December, 1891.

"Timoti Puhipi	Hone Tana Papahia
"Waka Rangaunu	(Successor to Akinihi Papahia)
"Tehunga Waka	Hone Tana Papahia
"Pohipi	(Successor to Akinihi Wi Tana Papahia)
"Hekiera Tamaho (his x mark)	Wi Rikihana
"Hone Tana Papahia	Wiremu Huhu
"Henepere Te Tipene	Herewini Te Toko.

"Witness to signatures—Robert Cochrane, Licensed Interpreter, Hokianga.

"Ko matou ko nga tangata kua tuhi i o matou ingoa ki raro nei, he Maori, ko nga tangata no ratou te poraka whenua, e mohiotia ana te ingoa ko Kaitaia Poraka te nui 5,220 eka, nui atu iti iho ranei, ka whaka mana nei ia Hone Ranana, hei whakahaere mo matou, a hei mahi i nga tikanga katoa mo te taha kia matou i runga i te hokonga o taua whenua ki te Kawanatanga o Niu Tireni, a ka whakaae pono nei matou kia haina i nga Tiiti me nga pukapuka katoa hei whakamana i taua hoko ina karangatia matou e ia kia haina, a ko nga moni e riro mai ana ia matou hei utu mo taua whenua e puta atu ana i te wha hereni me te hikipene (4s. 6d.) i te eka ka tukua atu ki tana Hone Ranana hei whaka utu i nga moni e pau ana ki runga i te whaka haerenga katoa me te utu hoki kia ia ano.

"I hainatia i te 3 o nga ra o Tihema, 1891.

"Rawene, 24/12/91.	Timoti Puhipi
"Rawene, 5/12/91.	Waka Rangaunu
"Whangape, 17/12/91.	Taka Te Ngawe
"Rawene, 24/12/91.	Pohipi
"Rawene, 5/12/91.	Hekiera Tamaho (his x mark)
"Rawene, 5/12/91.	Hone Tana Papahia
"Rawene, 5/12/91.	Henepere Te Tipene

"Rawene, 25/2/91. (sic.)	Hone Tana Papahia (Ruwhi o Akinihī Papahia)
"Rawene, 25/2/91. (sic.)	Hone Tana Papahia (Ruwhi o Akinihī Wi Tana Papahia)
"Rawene, 15/12/91.	Wi Rikihana
"Rawene, 5/12/91.	Wiremu Huhu
"Rawene, 5/12/91.	Herewini Te Toko.

"Witini i te tuinga o nga ingoa—Robert Cochrane, Licensed Interpreter, Hokianga."

[NOTE.—Place and date of signing appear in pencil in original.]

113. *The Chairman* (to witness).] Is that your signature to the document just read?—It resembles my signature.

114. *Hon. Mr. Carroll*.] Do you remember having signed that document before?—I do not remember.

115. *The Chairman*.] You do not remember seeing that document before?—I do not remember ever seeing this document before. The signature is like mine.

116. *Hon. Mr. Cadman*.] Did you sign it?—I never signed such a document as that.

117. *The Chairman*.] That is not the question: the question is, is that your signature?—It appears to be my signature; but I never signed such a document as that.

118. *Hon. Mr. Carroll*.] Perhaps he does not know what is meant by signing a statement, although that may be his signature?—I do not remember ever signing such a document.

119. *Hon. Mr. Cadman*.] Before we go any further, look at the document again, and say distinctly whether that is your signature or not?—I believe this is my signature; it is like mine.

Hon. Mr. Mitchelson: I think that is his signature; I know it very well.

Hon. Mr. Cadman: Ask him to take a sheet of paper and write his name.

120. *The Chairman*.] Did you sign a petition?—It was my brother who signed for me. I authorised him to do so.

121. *Hon. Mr. Cadman*.] Will you write your name on a slip of paper?—[Witness did as requested and handed the paper to the Chairman.]

Hon. Mr. Mitchelson: I think that is correct; I know his signature.

Witness: I should like to explain to the Committee that I never signed that document on the day mentioned, because I reached Hokianga on the 14th.

122. *Hon. Mr. Mitchelson*.] You reached on the 14th, and signed on the 15th?—That is right. I reached Hokianga on the 14th, and I signed for the money on the 15th December.

123. Was it on the same day that you signed the document for the money? How many documents did you sign on that day?—I only remember signing one.

124. When you signed that one document did you understand you were signing for the sale of the land?—Yes.

125. *Mr. Landon*.] In consequence of this question put by Mr. Mitchelson—Did you sign a document in Cochrane's office?—I do not know whether I signed all the documents in Cochrane's office. I did not sign all the documents in Cochrane's office.

126. Where did you sign them?—I believe I signed the documents in the post-office, before Mr. Millar.

127. The Chairman put a question to you in regard to the deed. He asked you if you had sold any land, and the deed was read over to you, and the answer you gave was that you were not sure?—You had better read over my evidence; perhaps I did make that statement yesterday.

[The Chairman here read that portion of the evidence given by witness on the previous day.]

128. *Mr. Landon*.] You said yesterday that the deed was not read over to you by a licensed interpreter?—Yes.

129. I think you gave the names of Messrs. Clarke, Millar, Flood, and myself as being present with the interpreter?—Mr. Cochrane was there also.

130. If Mr. Cochrane, who is here, and I were to state that the deed was read to you, would we be saying that which is false?—I stated positively yesterday that the document was not read over to me.

Hon. Mr. Mitchelson: That will all come out when the witnesses are called.

Mr. Landon: I want to show the credibility of the witness. He made statements yesterday that he would not make to-day.

Hon. Mr. Mitchelson: You can get that out by direct questions; he is answering questions on his oath. Simply ask him the question, "Who was present?" I do not see any use in pursuing that question.

131. *Mr. Landon* (to witness).] Who wrote the petition?—Hone W. T. Papahia.

132. Do you say that of your own knowledge?—He and Herewini Te Toko drew it up.

133. Do you know that of your own knowledge?—Yes.

134. Did you see him do it?—I saw the petition being written. Then I went away to my own place. I told Hone T. W. Papahia to sign my name to it. I was in trouble about my child, who was very ill, and I hurried away on that account.

135. To whom was the petition sent?—To Mr. Kapa, the Native member.

136. Who did you send it by?—I do not know how it was sent, because I explained that it was being prepared when I went away; it was in course of preparation.

137. You stated yesterday in your evidence that anything I say I would swear to?—Yes, I did say so yesterday.

138. Did you ever see me take an oath—were you ever present when I took an oath?—No.

139. How do you know that I would swear to whatever I would say?—I believe it is the rule for people to make statements on oath.

140. Is that what you do yourself?—Yes; sometimes I make statements on oath myself.

The Chairman: I cannot see the bearing of this at all.

Mr. Landon: He said in a sneering sort of way that what I say I would swear to. Of course there is nothing in it. I want to show—

The Chairman: I do not see what bearing it has on the case.

Mr. Landon: To test the credibility of his evidence, and the credibility of my evidence when it comes before the Committee.

Mr. W. Kelly: You may have taken him up wrong; he may have meant that anything you said you would stand to.

141. *Hon. Mr. Carroll* (to witness).] Did you sign any document in Cochrane's office?—I do not wish to prevaricate, or tell an untruth; but I am certainly in ignorance of having signed any document there. I had no opportunity of signing any document.

142. You can only remember signing one document in Millar's office, or did you sign more than one?—I only remember signing the one document in the post-office.

143. Perhaps you will understand it better this way: You remember only signing your name once?—Yes, I only remember signing once; that is, when I signed for the money.

144. Would it be the document that you were signing for the money at that time?—I cannot say whether that was the document, because I do not remember the colour of the paper. [Deed and receipt produced.]

145. Do you remember signing a deed, or seeing that document before at any time?—I do not remember ever having seen that document before. I believe the document I signed was coloured paper. I appear to have signed that document twice.

Mr. W. Kelly: Do I understand that he paid an amount to Mr. Landon under that sale?

The Chairman: No.

Mr. W. Kelly: He states in his petition that the land was sold by them through Mr. Landon.

The Chairman: He says he never gave Mr. Landon authority to act as their agent for the sale of this land.

146. *Mr. W. Kelly*.] Does he say that after seeing the Maori and the English documents? (To witness): After seeing those documents, do you still state that Mr. Landon was not authorised to act as your agent?—I still adhere to my statement that I never remember having signed an authority for Mr. Landon to act for us; but now this authority has been produced, it appears I have signed it. I cannot remember the circumstances under which I signed it—under which I placed my name to it.

147. *The Chairman*.] Is that your signature to the deed?—Yes.

148. *Mr. W. Kelly*.] You state that you do not remember signing that deed?—I do not remember signing this deed.

149. *Hon. Mr. Mitchelson*.] Do you remember signing a deed?—I remember signing some sort of document when I received the money. I cannot say whether that is the document or not.

150. But you admit that that is your signature?—Yes, that is my signature.

151. *Mr. W. Kelly*.] What sort of an opinion do you hold of Mr. Cochrane?—He is not altogether a trustworthy person.

152. If Mr. Cochrane states that these documents were interpreted to you, and that you signed them in his presence, would you believe that?—I would not admit that he was correct, for if he did explain these matters fully to me I would have remembered it on the present occasion.

153. There is one thing quite against you. You state that you can read and write, and that you have signed a Maori document. You say you would not sign a Maori document without reading it. Did you read over the document authorising Mr. Landon to act as agent before you signed it?—I believe I never read over that document.

154. *Hon. Mr. Mitchelson*.] You have stated several times, in cross-examination by Mr. Landon, that when Mr. Landon introduced you to Cochrane's office after his arrival, the only document you saw was that purporting to be a list of those who had already sold?—Yes, that is what I have stated.

155. You have persisted in that statement all through your evidence?—Yes; that was the only document read over to me, and the reason that it was read over was on account of my demanding a larger sum. This document was then read over to show that the others had agreed to a smaller amount than I was asking for.

156. *Hon. Mr. Cadman*.] You say you do not remember signing a deed. How many times did you sign at the post-office—how many papers did you sign there?—I do not know.

157. Did you sign more than one?—I do not remember whether I signed more than one. I think only one; I believe only one.

158. I want you to think over this carefully, because it is the last question I will ask you before I go away?—I only remember signing once—one document.

159. It was at the post-office you received your money?—Yes, it was laid down on the table and taken by Mr. Landon.

160. *Hon. Mr. Carroll*.] Was it placed in your hand?—It was laid down on the table and taken by Mr. Landon.

161. You did not touch it at all?—My hand never touched it.

162. *Mr. W. Kelly*.] You say you were paid the money in cheques by Mr. Millar at the post-office, and when they were received into your hands Mr. Landon asked you to give them to him?—I cannot speak as to how the man who wrote that petition received his money. I only say that in my own case the money was not placed in my hand, or did I ever touch it.

HEREWINI TE TOKO examined.

163. *The Chairman*.] Did you write out this petition?—It was Hone Papahia who wrote it, but I dictated it. I took part in composing it.

164. To whom did you send it?—We sent it to Mr. Kapa.
165. How did you send it?—It was sent through the post-office.
166. Why did you send this petition?—We sent it on account of our grief at ascertaining that so much of the money for our land had been lost.
167. *Hon. Mr. Mitchelson.*] Were you one of the owners of the Kaitaia Block?—Yes.
168. Did you agree to sell your interest for £130 10s.?—Yes.
169. And to whom did you think you were selling the land for that money?—I thought I was selling to the Government.
170. Did you agree at any time, before signing the deed of sale, to employ Mr. Lundon as your agent to sell the land?—No; I thought Mr. Lundon—I understood from his own statement that he was employed by the Government; he informed me so.
171. In your petition you state that, when the money was paid over by Mr. Millar, and received into your hands, it was afterwards handed over to Mr. Lundon?
- The Chairman:* I do not think that is a very proper question to put. You should ask him from whom he received that money, and how he received it. You had better put the question directly to him.
172. *Hon. Mr. Mitchelson.*] From whom did you receive the money—the £130 10s.?—John Lundon.
173. Did you not receive it from Mr. Millar at the post-office?—No.
174. Did Mr. Millar not pay you any money, or give you any cheque?—Mr. Millar placed the money in my hand—put the cheques in my hand, but it was not there longer than a moment when Mr. Lundon took it out of my hand, before I had time to ascertain the amount of the cheques.
176. Then you received £130 10s. from Mr. Lundon in Mr. Flood's hotel?—When I got to the hotel, Mr. Lundon gave me cheques amounting to £130 10s.
177. And why did you allow Mr. Lundon to take the money out of your hand in the post-office, when the money was paid to you by Mr. Millar for your share in the land?—I was unable to protest against Mr. Lundon, because I considered that he was an officer of the Government and was only acting in the usual manner.
178. Did you know at the time Mr. Millar handed those cheques over to you that they were for a larger amount than you had agreed to sell the land for?—No, I did not.
179. *Hon. Mr. Carroll.*] Had you known, would you have closed your fist?—I would never have let go.
180. *Hon. Mr. Mitchelson.*] When you signed the deed in Mr. Millar's office, was the deed not translated to you by the interpreter?—The interpreter never told us about what the consideration-money was to be. All that he told us was that it was a receipt for the money, and I was asked to sign. He only explained to me that it was a receipt for the money.
181. Without stating any amount?—He never mentioned any amount.
182. *Hon. Mr. Carroll.*] Do you remember what the interpreter said when he explained the document?—The proceedings in the post-office were very short. All that I remember the interpreter to say on that occasion was, "This is an acknowledgment of yours that you have received the money."
183. Did you sign more than one document for Mr. Millar?—Two. I signed two documents. [Deed produced.]
184. Do you remember seeing that document?—I do not remember whether I saw this document [the deed] on that occasion.
185. Is not that the document you signed before Mr. Millar—is the signature pointed out not like yours?—I think this must be the document.
186. You say you signed two documents before Mr. Millar. Do you know the purport of the other document?—I do not remember what was the purport of the other document I signed.
187. Do you not remember signing an agreement, interpreted by Mr. Cochrane, to the effect that Mr. Lundon had been appointed by you, as your agent, to sell the land for the Crown?—No.
188. And that money in excess of 4s. 6d. an acre, that you agreed to sell for, was to be retained by Mr. Lundon to cover his expenses?—I never heard of such an arrangement.
189. Mr. Lundon has handed in a deed of agreement bearing your signature [exhibit B shown to witness, see Rikihana's evidence]: is that your signature to the deed of agreement?—How can I tell what I signed until I know what the document says?
190. The document says what you have just been told?—The signature is exactly like mine, but I have no remembrance of ever signing this document, nor was it ever read over to me. [Document in Maori read to witness].
191. Do you remember having that agreement interpreted to you?—I do not remember anything at all about it; I am surprised.
192. The date of your signature is on the same day as the signature to the deed—both signed on the one day. You have already stated, in answer to Mr. Carroll, that you signed two documents. They are both signed on the one day. Did you sign the two documents at the same time?—The documents I signed had stamps on them. They had the Queen's stamps on them. I never meant to admit that I signed a document of this kind on that occasion.
193. *Hon. Mr. Carroll.*] Were you by yourself when you signed your name? Were there any other Native owners with you?—I was by myself; we were all paid singly.
194. Had you a talk with Mr. Lundon or Cochrane, previous to your signing the deed, anywhere else?—We had a conversation with Mr. Lundon about the purchase-money the day before I signed.
195. Were there other owners with him when you had a discussion about the terms, the day before you signed?—There were other owners present on that occasion, because that was the day on which Mr. Lundon told us that the Government would pay us 4s. 6d. an acre. The price was fixed that day.

196. Who were the other owners present?—Te Waka, Wiremu Paraone, and myself, also Hone Papahia, and a half-caste who had a quarter-share.

197. Where did you fix the terms, and hold this discussion?—At Rawene, in Flood's Hotel.

198. The next day you signed a deed in the post-office?—Yes, that is so. After the price had been settled, Mr. Landon came to us and asked us how much money we would like—what amount we would like each cheque made out for.

199. You were to be paid in more than one cheque?—Mr. Landon asked us what amount we would like each cheque made out for.

200. Each seller was to receive his purchase-money in more than one cheque?—Yes; Mr. Landon asked us how much money was to be put into each cheque. When the amounts of the several cheques were fixed, Mr. Landon went to the Postmaster, and asked him to draw out the cheques for the amounts arranged.

201. It was after that you all went and signed your names?—After that we all went singly to sign.

202. Did the others sign before you?—My companions had signed previously—before I did.

203. Are you certain that they were taken in singly to execute the deed?—I am positive that we were only taken in singly.

204. *Hon. Mr. Mitchelson.*] Do you remember ever signing any document other than the one in Mr. Millar's office—any document in Cochrane's office, or in Flood's hotel?—I remember signing one document at Cochrane's office. That document was not read over to me, but I was told that it was an agreement to sell for 4s. 6d. an acre—to sell the block for 4s. 6d. an acre. That may be the document that is now produced.

205. *Hon. Mr. Cadman.*] Are you an assessor of the Native Land Court?—Yes.

206. Do you understand the usual customs gone through when Natives are selling land?—I do. I know some of the procedure that is gone through.

207. Can you read and write?—Yes, I can read and write.

208. Would you sign a document in the Native language without reading it?—I would naturally read the document over first.

209. Are you quite sure you only signed your name twice when you were before Mr. Millar to receive the money?—Yes.

210. When you signed your name to any document?—I believe I only signed twice.

211. I ask you to think now and consider whether you signed your name only once, twice, thrice, or four times?—I did not state positively how many times I signed.

212. Are you quite sure that the document that you signed before Mr. Millar was explained to you?—I was merely told that this was an acknowledgment for the money. The amount was not stated. That was our own fault, our own mistake, for not having insisted on further explanation from the licensed interpreter.

213. As I understand, the licensed interpreter did explain the document before you signed it?—The only explanation I remember was given by the interpreter, who, directly I went into the office, said, "This is an acknowledgment of yours that you have received this money."

214. And you signed your name then?—I signed my name accordingly.

215. To that document?—Yes.

216. Was there a sum on that document when you signed it?—Yes, there was.

217. You said that you thought you signed another document that was not explained to you—I mean before Mr. Millar—at the same time?—I do not know whether all the documents I signed were stamped documents—whether both the documents I signed were stamped documents.

Hon. Mr. Carroll: I think a nearer interpretation of the answer just given is: This is a document giving all the terms we arrived at.

218. *Hon. Mr. Cadman:* Your signature is to the deed as well?—Yes.

219. Did you sign two papers like that, or only one, as well as that one with the stamp on it?—I signed two documents; this was one, and the stamped document the other.

220. Are you quite sure you did not sign two like this, as well as the one with the stamp on it?—I cannot answer that question; I forget.

221. *Hon. Mr. Mitchelson.*] In answer to a question put by Mr. Cadman you stated that naturally you would read over the document before signing it; that being so, why did you sign that document in Cochrane's office—the agreement to sell the land for 4s. 6d. an acre [document marked "B"]?—I have no recollection of that document, and that is why I consider in my own mind that there has been some deception practised.

222. *Hon. Mr. Richardson.*] When Mr. Millar placed the cheques in your hand were you not told this: "This is your money; it amounts to so and so"?—No; Mr. Millar counted the cheques over to me while he held them in his own hand, and then handed them over to me.

223. Did he not count them to you?—No.

224. Did Mr. Millar see Mr. Landon take the cheques out of your hands?—Mr. Millar did.

225. And did Mr. Millar not object when he saw Mr. Landon take them from you?—No; Mr. Millar did not make any objection. Neither Mr. Millar nor myself made any objection to Mr. Landon taking our cheques. We thought that this was part of the performance connected with the sale.

226. *Mr. Taipua.*] Who sent for Mr. Landon to go the post-office—did he go there of his own accord, or did you send for him?—It was Mr. Landon who took me to the post-office. He took each in turn, or one by one.

227. Was Mr. Landon the negotiator for the purchase of this land?—Yes.

228. Did you not sign any document authorising Mr. Landon to carry out this purchase?—No.

THURSDAY, 25TH AUGUST, 1892.

HEREWINI TE TOKO further examined.

1. *Mr. Kapa.*] Did you make any arrangement with Mr. Landon prior to the sale? We made an arrangement with Mr. Landon about the price to be paid for the land.

2. What price did you agree upon?—Mr. Landon said that the only price the Government would give was 4s. per acre. We would not agree to accept that price, because we had previously asked £1 per acre, and we told him that a company had already offered us 10s. an acre. I wish to give a very full answer to this before further questions are asked. Mr. Landon replied, "The Government are quite unable to give more than 4s. an acre, and the company you speak of cannot now purchase."

3. Did Mr. Landon explain to you that he would be paid out of the purchase-money?—No.

4. Do you know anything about the authority produced yesterday for Mr. Landon to act as your agent?—I know absolutely nothing about that document—absolutely nothing whatever.

5. Did not you and the Native owners make some arrangement amongst yourselves for Mr. Landon to act on your behalf?—No.

6. Are you aware that Raiha Tamaho has received money from the Government?—Yes.

7. Do you know if she was an owner in the Kaitaia Block?—She did not receive a share of her father's interest, but her brother was appointed successor according to the first arrangement; but some years afterwards, through an oversight of the Judge, Raiha was appointed successor to her deceased father, for the same interest to which her brother had already been appointed to succeed. And this is how it came about that the Government paid her £108, and so it happened that she became entitled to a share, though I do not think that she was legally appointed.

8. Why do you say that she was not properly appointed, seeing that she was paid her share?—I do not know.

9. How did you look upon Mr. Landon? Was he acting as an officer of the Government?—We believed he was a Government officer—that the Government had appointed him land-purchase officer for our district.

10. And in coming to your district he offered you 4s. an acre?—Yes; but we finally agreed to sell for 4s. 6d.

11. How many weeks or months after the sale was it that you heard that a much larger price had been paid by the Government for your share?—Perhaps three weeks or a month, I am not quite certain. We found out in this manner: Raiha wrote to the Government, applying to be paid for the half of her father's share, and she received a letter in reply as follows: "The share of your father has been paid for in full to your brother, Hekiera."—I am not giving the exact words, but I am giving the sense of the letter.—"The Native Minister will show you his love and pay you £108 15s. for one-half of the share—equal to one-half of your share." When I read that letter, however, we then became aware that this sum was being paid for the half-share—double the amount which had been paid for our shares.

12. *Hon. Mr. Mitchelson.*] Did you see the letter?—Yes, I saw the letter, and read it over. The letter was sent by Mr. Sheridan. When Raiha went to the Postmaster, Mr. Millar, to get it he asked me to give him the document, and he has it now in his possession. On our becoming aware that we were entitled to a much larger amount, we wrote to the Government, as explained by Rikihana yesterday. We then became absolutely certain that the proper amount we should have received was £217; hence our petition to the House. We found that the price the Government were paying for the land was 7s. 6d. an acre.

13. Was Raiha Tamaho one of the grantees in the block?—She was appointed successor by her father.

14. Then the money she received was for her own interest?—Her brother was first appointed successor alone of her father's interest, and subsequently she and her brother were appointed, so she became entitled to a half-share with him.

15. The sum of £130 10s. was what you received?—Yes.

16. That was supposed to be for a full share?—Yes.

17. If Raiha Tamaho only received the amount stated, then Hekeira Tamaho must have received more than he was entitled to?—Yes, I say that too much has been paid for his share.

18. Can you explain why Raiha only received £108 15s.?—I cannot explain that.

19. *Hon. Mr. Carroll.*] Would you have been perfectly satisfied with the £130 10s. if you had not discovered that the Government were paying more?—Yes, I would have been quite satisfied had I not become aware that some of our money had been lost or misappropriated.

20. *Mr. Landon.*] How long was it, after you had got your money and gone home, that Raiha got hers?—I have already answered that question, and stated that, as far as I can remember, it was three weeks or a month afterwards. I have no clear recollection.

21. You are very clear about the letter she got, and you ought to be equally clear about the money—about the time?—I had good reason for remembering the contents or the purport of the document, seeing that it indicated to us that we ought to have got a much larger amount for the land. That is why it was strongly impressed on me.

22. When the arrangement was made for the sale of the land, was there an interpreter present?—At the first negotiations we made for the sale of the block, Mrs. Hardiman was the interpreter.

23. Was there any other owner of land present at the time?—Only myself and Hone Papahia.

24. Was the arrangement finally settled then?—Between me and these two men? No.

25. Was there a licensed interpreter present when you arranged about the price of the land?—Robert Cochrane was the licensed interpreter.

26. Was the old chief Rangaunu the owner of the land then?—Yes.

27. Was Tipene an owner of the land?—Yes.

28. Was Hekiera Tamaho?—Yes.
29. And Poraone?—Yes.
30. Was not one Clindon there?—He might have been; I do not remember.
31. And Ned Howe?—Yes; but he took no part in the proceedings.
32. Was Robert Flood there?—I do not know.
33. Do you know that there were about twenty people there?—Not quite, I think.
34. Did I not say to the interpreter that I had gone round to see all the Natives, and that I collected them there to talk about the land, and to buy it? They were scattered over a district of 150 miles?—You did.
35. And that anything said before would have nothing to do with the purchase?—I do not remember your saying that.
36. Did I not say to Waaka, "Here are the other chiefs, and now is the time to commence operations"?—Yes.
37. Did you not say that Waaka, being the oldest man, should do all the talk—should be the spokesman?—Yes.
38. And that Waaka said, "Let you [the witness] do the talking"?—Yes.
39. Did they not all agree then for 4s. an acre?—4s. 6d.
40. Did they not then agree to take 4s.?—No. I made a demand then to you to pay us 5s. an acre, and you said, "Let us split the difference, and I will give you 4s. 6d." Our signing the deed is evidence that we agreed to accept that money.
41. And that you were satisfied with it?—Yes, we were satisfied.
42. After that you signed the deed and got your money?
- The Chairman*: I do not like to interrupt you, but I think a great deal of this evidence has no bearing at all on the case. What you are now asking about is not disputed at all. He has said, in his evidence, that they were perfectly satisfied with the 4s. 6d. until they heard of Raiha getting her money.
- Mr. Landon*: She got that three or four months afterwards. He has put a lot in evidence that I have had nothing whatever to do with. I am here to answer that petition, and nothing else.
- The Chairman*: I am merely reminding you that in the cross-examination of the witness you should waste the time of the Committee as little as possible. I shall give you every opportunity to elicit any information from the Natives; but I do not think the information you are getting from this witness now has any bearing on the question whatever.
43. *Mr. Landon* (to witness).] Is that land good land?—It is ordinary land: good and bad. Some of it is covered with kauri.
44. Will you state when that offer of 10s. an acre was made for it?—I do not know exactly when that offer was made; it was some time ago—several years ago.
45. Why did not they take it?—We held out for the pound at that time.
46. Did you consider that it was worth a pound?—Why should we be debarred from asking what we thought a good price for the land? We wanted to get as much as possible.
47. Did you ever get more for land in that district than 4s. 6d. an acre?—I do not know.
48. In your evidence yesterday, you state that Millar put the money into your hands?—Yes.
49. And that I snapped it out of your hand?—Yes; you held out your hand, and said, "Give that money to me," and I made no objection. I thought it was part of the routine of the performance.
50. You are quite satisfied I asked you to give me the money?—Yes, I am positive.
51. In your evidence you state you only signed the document in Millar's office with a stamp on it, and perhaps you might have signed the deed?—Yes, I signed the receipt, and I signed the deed.
52. Did you sign only one deed?—I fancy I only signed one.
53. Did not you sign more receipts than one?—I said that I signed two receipts.
54. If I say you signed four I would be saying that which is not correct?
- The Chairman*: I do not think that follows. I do not think that is exactly a fair question to ask.
55. *Mr. Landon*.] I do not care much about it. [To witness:] Did you sign these papers in Millar's office?—Yes.
56. Do you recollect before you went into Millar's office going into Robert Cochrane's office with other owners?—I remember going to Cochrane's house.
57. Not his house, his office?—He has an office in his house.
58. The other owners were with him?—I think I went by myself.
59. Did you not then sign the document for me to act as your agent?—I do not remember ever having signed such a document.
60. Did Robert Cochrane translate a document to that effect?—No; not one of us, the owners of that land, had any desire that you should act as our agent. We merely looked upon you as the officer of the Government.
61. *Hon. Mr. Cadman*.] The Chairman asked you yesterday were you not a Native assessor?—Yes.
62. And also asked you if you signed a document in the Maori language without reading it?
- Hon. Mr. Carroll*: Ask him anything that he has not already been questioned about. It might save time.
- Mr. Landon* (to witness).] Did you sign a document in Maori making me to be your agent in Cochrane's office?—I believe I signed the document agreeing to sell for 4s. 6d. an acre—that such document was explained to us, but we never agreed that you should be our agent, because we considered that you were the Government officer, and acting for the Government.

Mr. Lundon (addressing the Chairman): You can see the reason why I wished to keep that document yesterday until the evidence of witnesses is closed, because I would have a different answer only for that. Will you put the document in Maori before him now, and ask him if that is his signature attached to it? [Agreement in Maori produced, which witness read over. Exhibit B, see Rikihana's evidence.]

64. *The Chairman.*] Is that your signature to that document?—There is nothing whatever in this document that I remember from the beginning to the end, but the signature appears to be mine: it is just like mine.

65. Who drafted the petition?—My nephew, Hone Papahia.

66. *Mr. W. Kelly.*] Do you remember having signed a blank piece of paper, as you state that is your signature?—I did not sign any paper here, I signed the petition. The signature is just like mine, but I never remember having signed any document containing the words set forth in the one now produced.

67. You stated yesterday that you generally read a Native document presented to you to sign before you signed it?—Yes, I did.

68. How did this signature get to that document written in Maori?—I can give no explanation how my signature got there. If it had been written in the European language I might have signed it in ignorance, but seeing it written in Maori I would never have put my name to such an improper document as that had I known its meaning.

69. *Hon. Mr. Cadman.*] Does he mean to say that this signature is a forgery?—That would be making a very serious charge if I was to say that.

70. I ask the question because you have already made a very serious insinuation and very serious charge?—I cannot acknowledge agreeing to those words.

The Chairman: That is not to the point at all.

71. *Mr. Cadman* (to witness).] Did you sign your name or is that your signature?—I say my hand wrote that.

72. *Mr. Lundon.*] Was the Kaitaia Block sold not divided into two parts by the Native Lands Court?—Yes.

73. But the line was not surveyed?—No.

74. Did you see Timoti Puhipi at Herd's Point?—Yes.

75. Was he not there to ask you not to sell?

The Chairman: I cannot see the bearing of this.

Mr. Lundon: I see something going on behind, and I ask this witness the question.

Hon. Mr. Mitchelson: You can recall him at any time.

The Chairman: I do not think the question you are asking him now has any bearing. You can get him at any time to give evidence.

Witness: Timoti objected to Waaka selling.

76. *Mr. Lundon.*] Did not Timoti demand a larger price for the land?—He asked for 10s. an acre.

77. He would not sell for less, and went away?—You would not give that price, and Timoti went away.

78. Did Timoti say that the land was rich land—land of totara, puriri, and gold?—You know what Timoti told you.

79. I want to hear from you what he said?—All I know is that Timoti asked 10s.

The Chairman: I do not think this is evidence.

Hon. Mr. Carroll: You will, Mr. Lundon, have an opportunity of putting forward any evidence you like.

Hon. Mr. Richardson: This second-hand statement is not evidence.

80. *Hon. Mr. Cadman.*] You said just now that there was some timber on this land?—Yes, there is some kauri. The most of this land is covered with bush. There are some kauri- and some puriri-trees.

81. *Hon. Mr. Carroll.*] Do you remember the date when Mr. Lundon first spoke to you about the purchase of this block?—He first spoke to me on the 17th November, 1891.

82. *Hon. Mr. Mitchelson.*] The question I am about to put has been put in various ways. Were you satisfied, in your own mind, that when you were dealing with Lundon you were dealing with an officer of the Crown?—Yes.

83. You did not understand that you were negotiating with Mr. Lundon in his private capacity?—No. I would never have treated with Mr. Lundon had I not considered that he was a Government officer.

84. *Mr. W. C. Smith.*] Did you understand that Mr. Lundon was acting for the Natives as well as the Crown in these negotiations?—Certainly not; I thought Mr. Lundon was sent direct by the Government, and acted entirely for the Crown.

85. *Mr. Taipua.*] Did you ever see Mr. Lundon buying land from the Natives previously?—No.

86. Did you ever hear of Mr. Lundon having acted as land-purchase officer for the Government previously?—No. When Mr. Lundon came to Hokianga I heard directly from him that he had been sent by the Government to purchase this block. He informed me so himself.

87. *The Chairman.*] Did you sign any document—any paper—in Cochrane's office at any time?—I only remember signing one document in his office—that was the document fixing the price of the land at 4s. 6d. an acre.

HONE T. W. PAPAHIA sworn and examined.

88. *The Chairman.*] I think you had better make a statement with regard to the subject-matter of this petition—as short as possible?—I am one of the petitioners.

89. *Hon. Mr. Carroll.*] Were you an owner of the Kaitaia Block?—Yes.
90. Did you sell your interest in that block?—Yes.
91. To whom did you sell it?—To the Government.
92. Did any one negotiate the sale on behalf of the Government?—Mr. Lundon.
93. Are you perfectly sure of that?—Yes.
94. Was there any one acting on behalf of the owners?—No.
95. What did you sell your share for?—I sold it for the price told me by Mr. Lundon—4s. 6d. an acre.
96. Did you agree to take that price?—I did.
97. Did you sign a deed parting with your interest?—I did; at the post-office.
98. *Hon. Mr. Mitchelson.*] Did Mr. Lundon tell you that 4s. 6d. per acre was the highest price the Government would give for the land?—He did; and said that was the limit the Government would give.
99. Will you state your grievance—your reason for signing the petition?—We signed the petition because we found subsequently that the Government paid Raiho Tamaho a certain sum for a half-share. We then found that a portion of our money was kept back; that we did not subsequently receive the full amount. Herewini and Rikihana wrote to the Government. The Government replied to that application by informing the Natives that they had £217 10s. per share in full. We then knew for certain that a portion of the payment for our shares was lost, and we petitioned Parliament in consequence.
100. *The Chairman.*] Is that all the statement you have to make?—I have much more to say if the Committee will hear me.
101. *The Hon. Mr. Carroll.*] When you found out that Raiha Tamaho had got more for her interest proportionately than each one of the others did, did you think then that there was a balance due to you?—Yes.
102. Even after agreeing for 4s. 6d. an acre?—Yes; seeing that the Government paid Raiha a larger amount after we had made that agreement.
103. Who do you think should pay the difference?—We assume, of course, that the Government should pay us that balance, seeing that they paid Raiha.
104. *Mr. Taipua.*] Did Raiha ever sign agreeing to sell for 4s. 6d.?—Her brother signed, and they were owners of the one interest.
105. *Hon. Mr. Carroll.*] You still expect the money from the Government?—Yes.
106. Do you remember the day you signed the deed?—I do.
107. What date was it?—[Refers to memorandum book.] The 5th December, 1891.
108. Where did you sign the deed?—In the post-office, Rawene.
109. Did you read over the deed before you signed it, or was it read over to you?—I think it was Robert Cochrane who read the deed.
110. That is Cochrane, the interpreter?—Yes.
111. *Mr. W. Kelly.*] Are you not sure of it?—I believe Cochrane told us that this was an agreement—that the document produced was an agreement of ours to sell the land.
112. *Hon. Mr. Mitchelson.*] That is the document you signed at the post-office?—Yes.
113. *Hon. Mr. Carroll.*] When you were told by the interpreter that the document was a deed by which you were parting with the land, what was the consideration mentioned?—I do not remember the interpreter telling us what the consideration-money was.
114. Had the consideration-money been talked over with you by the interpreter before you got to the post-office, and prior to signing the deed?—No.
115. Did you know when you were signing the deed what amount you were going to receive for your share?—I knew that I was going to receive 4s. 6d. an acre.
116. Did you know how much you were to receive?—I did not know when I signed what it would amount to, but when I received it, then I became aware.
117. Did you not calculate, before you signed, how much your interest would come to at 4s. 6d. an acre?—No, I did not, because I did not know the area of the land.
118. Were you not told before you signed that you would get a certain sum for your share?—No.
119. How much did you receive for your share?—I had a quarter-share on the day I signed. I was entitled to a quarter-share on the day I signed.
120. How much did that come to?—£32 12s. 6d.
121. Were you not told before you signed the deed that you would receive £32 12s. 6d. on executing the deed?—No, I was not told so.
122. *Hon. Mr. Mitchelson.*] You are clear upon the point that you were to receive 4s. 6d.?—Yes.
123. *Hon. Mr. Carroll.*] Who fixed the price at 4s. 6d. an acre?—Mr. Lundon.
124. Do you remember, when the deed was read to you by the Inspector, whether it stated in the deed that the price you were to get was 4s. 6d. an acre?—I never heard it stated in the deed, when read over, that the price was 4s.; it was not so read over.
125. Did you hear any lump sum mentioned as the consideration when the deed was read over?—No; no lump sum was mentioned.
126. How many times did you sign your name on that occasion?—I think I signed three documents.
127. Was the deed the first?—This was the first document I signed.
128. What was the next?—It was a document with a stamp on it.
129. Now, what was the next?—I believe it was another stamped document.
130. You are not certain?—No, I am not absolutely certain.
131. Did you sign any other document before you went to the post-office and executed the deed?—I do not remember signing any other document previously. We reached Rawene on the

night of the 3rd December, and the 4th of that month was occupied by the talk of Timoti Puhipi, who eventually went away. After he left, Te Waaka and Herewini insisted upon 4s. 6d. an acre, and Mr. Lundon agreed.

132. Did you sign any document ratifying that arrangement?—No, I did not. I was not one of those who took part in the negotiations.

133. Did you sign any document authorising Mr. Lundon to act on your behalf?—No, I did not.

134. *Mr. W. Kelly.*] Did you sign any document in Cochrane's office?—I do not remember signing any document there.

135. Supposing a Maori document were put before you, would you sign that document without reading it?—I would not sign any document without reading it over. I would either read it over or ask what the document contained.

136. You can read Maori?—If it so happened that there was no one there to explain it, I would then read it over prior to signing it.

137. Why should you want a Maori document explained if you could read it yourself?—The Government having appointed and authorised certain persons to explain documents of this nature to the Natives, I would wait, in that case, for the proper officer to explain the document to me.

138. You have said previously that you would not sign a document written in Maori without reading it, unless it was explained?—Yes, I would not sign it unless I had read it myself, or it had been explained to me.

139. *Hon. Mr. Cadman.*] You can read and write?—Yes.

140. Did you sign a petition?—Yes.

141. Who wrote that petition?—I did.

142. Would you know your signature again if you saw it?—Yes.

143. Is that your signature to Exhibit B?—I think so. This is my signature to the Maori and English. [Witness reads the Maori document.]

144. You admit that is your signature?—The signature is mine, but I know nothing about the contents of that document.

145. Were the other names above your signature there before you signed it?—I do not remember anything about this document.

146. Do you think you would be likely to put your name twice to a blank sheet of paper for anybody?—I do not remember seeing this document with these names above mine.

147. That is not an answer to my question. If anybody asked you to sign a blank sheet of paper, would you do it, knowing at the time that these negotiations were going on?—I would not sign unless the thing was clearly explained to me. If explained to me I would then sign it, but not till then.

148. Did anybody ask you to sign a blank document?—I do not think so.

149. You admit that is your signature?—The signature is like mine; the signature is mine.

150. You are not a man who would be likely to sign a thing when he was drunk?—I am a total abstainer.

Hon. Mr. Mitchelson : He is a clergyman.

151. *Hon. Mr. Cadman.*] We will now go back to the post-office. How long did it take the interpreter to read the deed over to you before you signed it?—There was no long talk about it.

152. Can you tell me the names of any other Natives who were present when the deed was read over to you?—We were taken to the office singly; no other Natives were present.

153. No other Natives could hear what was said to you?—I believe I was the only Native present.

154. Who did Mr. Millar hand the cheque to?—He gave it to me.

155. Into your own hand?—He gave it into my hand; it instantly went to Mr. Lundon.

156. He did not put it down on the counter?—No.

157. Mr. Lundon got the cheque from you out of your own hand?—Yes.

158. Did Mr. Lundon ask for the cheque, or did you give it to him?—He asked me. I gave it to him because the people who had signed previously to me had their cheques taken by Mr. Lundon. Mr. Lundon had the cheques in his hand—the cheques that had been paid to Natives who had signed previously. Waaka was one.

159. *Hon. Mr. Mitchelson.*] Did Mr. Millar see Mr. Lundon receive the cheque from yourself and the other Natives?—I think he did.

160. *Hon. Mr. Cadman.*] You are quite clear in your own mind that Mr. Millar did not put the cheque down on the counter, and let Mr. Lundon take it up?—No.

161. *Mr. W. Kelly.*] After you have seen the Maori document signed by yourself, do you still adhere to your former statement that you did not sign any document in Mr. Cochrane's office?—I never remember signing a document in Cochrane's office. If I did so I have no recollection of it.

162. What sort of person is Mr. Cochrane? Is he a man of good character?—I have never heard anything good or bad about him.

163. What would you think of Cochrane if he states that these documents were signed in his office and witnessed by himself?

The Chairman : I do not think that is a proper question.

Hon. Mr. Richardson : It is not a proper question to put to the witness, or to anybody else.

Mr. W. Kelly : Supposing Mr. Cochrane states that these men did sign these documents in his office?

The Chairman : He has not stated so yet.

Mr. W. Kelly : Supposing he does?

The Chairman : We cannot go upon suppositions.

Mr. W. Kelly : We can call that gentleman afterwards.

164. *Hon. Mr. Richardson.*] I have to go back a little to explain what I want to get at. When signing the deed the witness stated that the total sum payable per share was not stated, neither was the 4s. 6d. per acre stated. Is that so?—Yes.

165. Why were you willing to sign for your share without bringing into question the amount you were to get for it?—Because I understood that the price had been fixed beforehand; we had agreed upon the price beforehand.

166. Was the business transacted on the basis of the price having been previously divided?—Yes.

167. Did Mr. Lundon inform you and the other Natives interested in this block why he would not go beyond 4s. 6d. an acre?—He did.

168. What reason did he give?—He told us that he had received a letter from the Government informing him that he was not to give more than 4s. 6d. an acre.

169. Was that letter shown to the Natives?—It was not, because it was in English.

170. *Hon. Mr. Carroll.*] Did you see the letter yourself?—I saw the document being read out at the Temata, Mr. Hardiman's place.

171. Were there other Natives present at the time?—Yes; Herewini and myself.

172. Did you hear this letter read, and the sum 4s. 6d. mentioned in it?—What I heard was Mr. Lundon saying that 4s. 6d. per acre was to be paid—that the Government need not give more.

173. That was the letter he received from the Government, in which the Government said they could not pay more than 4s. 6d. an acre?—Mr. Lundon said that this was the document he had received from the Government saying that he was only to give 4s. 6d. an acre.

174. You stated that you signed three documents at the time that you signed the deed at the post-office?—Yes, I believe I did; that is all I remember.

175. Did the signing of these documents occupy a long time?—It did not take long, because I can write readily.

176. Did you read these documents, either one or all of them, before signing?—No, I did not.

177. Did you regard the signing as the conclusion of an arrangement that had been previously agreed upon?—I considered the business in the post-office as simply confirming the previous arrangement for conveying the land.

178. Was any reason given to you why you should go singly to the post-office—why you and others should go singly and not together?—We were not informed why we should go singly to the post-office to receive our money; no reasons were given.

179. What did Mr. Millar say to you when he handed you the cheque?—Mr. Millar made no explanations; he said nothing.

180. Did he utter no words? Did he put the cheque in your hand without saying any word at all?—Yes.

181. *Mr. W. Kelly.*] You state that there was a letter read, if I understand you, by Mr. Lundon, that the Government would only give 4s. 6d. an acre. Did you hear Mr. Lundon read that letter?—Mr. Lundon held up a document in his hand, and stated that the document contained these words—namely, that the Government would not give more than 4s. 6d. an acre.

182. *Hon. Mr. Mitchelson.*] He did not read it out?—No.

183. *Mr. W. Kelly.*] Did Mr. Lundon state it was a letter from the Government?—Yes.

184. Can you give the date of that meeting when that statement was made?—I can, because it was on the first occasion of my seeing Mr. Lundon.

185. What date was that?—The 17th November.

186. *Mr. Parata.*] When you signed the deed in the post-office, who were the people who saw you sign it?—Robert Cochrane, Mr. Clarke, Flood, and Mr. Lundon.

187. Was the deed read over to you before you signed?—I believe Cochrane read it. He did not hold it up and read it.

188. Did he tell you what amount you were to receive for your quarter-share?—No.

189. Did he explain to you the document by which you appointed Mr. Lundon your agent—the document on which your signature appears?—I know nothing about that document having been explained to me.

190. Did you ever hear any of your own people talking over the matter, and saying that they had signed a document appointing Mr. Lundon as their agent?—No.

191. Before or after the signing?—No.

192. When did you first see that document?—This is the first time I have seen it. This is the first time I have any knowledge of it.

193. How could your signature be got into that document?—I can give no explanation about it, but it appears to be my signature; I cannot say how it got there.

194. When you were talking about selling this land, did you know what was the total area, and the total sum you were to receive for it?—I did not know whether the Natives knew all the particulars about this block—the area, the price, and the lump sum.

195. Did you not add the matter up at 4s. an acre to see what the total would come to, or what each person's share would be?—I saw none of my people going into figures on the subject.

196. Did you not hear any of your people say, "Oh, well, we will get so much out of this block; we will get a total of so much out of this block"?—No.

197. Did you not hear your people talk of dividing this money, and ascertaining how much it would amount to per head?—No.

FRIDAY, 26TH AUGUST, 1892.

HONE T. W. PAPAHA further examined.

1. *Mr. Kapa.*] Do you know anything about the document placed before you by the Native Minister yesterday?—Yes.
2. In that document Mr. Lundon is authorised to act on your behalf, is he not?—Yes.
3. Did you see or read the statements it contained at the time you signed it?—No.
4. Did Mr. Lundon inform you outside that a document had been drawn up appointing him as your agent?—No.
5. Did you suppose that Mr. Lundon prepared that document without consulting you?—I know nothing about the drawing up of this document.
6. How many documents did you sign?—I think I signed three documents.
7. Were those all signed in the post-office, or any of them at Cochrane's house?—I only remember those that I signed in the post-office.
8. When you signed you thought you were signing for the 4s. 6d. per acre agreed upon by Mr. Lundon?—Yes.
9. Were you informed that nothing beyond 4s. 6d. was to be paid for the land?—No. [Deed produced to witness.]
10. *The Chairman.*] Do you recognise that deed?—I know this deed. I have seen it before, and I wrote my name to it.
11. Where?—In the post-office at Rawene.
12. Was it explained to you before you signed your name?—I did not fully understand the meaning of the deed when I signed it.
13. That is not an answer to my question. I asked you if it was explained to you before you signed it?—It was not wholly explained to me when I signed it, because some of the people had signed it before me.
14. Did you understand what it was you were signing?—I thought I was signing this deed in order that I could get the money which had been promised to me.
15. Who was present in the post-office when you signed that deed?—Robert Cochrane, Mr. Clarke, Flood, and John Lundon.
16. Anyone else?—Mr. Millar, but no others.
17. *Mr. Lundon.*] Is Tipene an owner in this block?—He obtained a quarter-share through my sister.
18. Did she sign this deed?—Yes.
19. Is Tipene your brother-in-law?—Yes.
20. Is Tipene a half-caste?—Yes.
21. Does Tipene live at your place?—Yes.
22. Why did not Tipene sign this petition?—When the petition was prepared Tipene had married a second wife, and had gone to another place to reside.
23. Only for that he would have signed the petition?—Yes.
24. Do you know Hekiera?—Yes; he is an owner.
25. Is he any relation of yours?—Yes.
26. Why did he not sign the petition?—Hekiera considered that, whereas the Government had paid his sister Raiha an additional sum, that they could not make any further claim upon the Government, therefore he did not sign the petition.
27. Did you not make a claim upon me for getting back his money?—I know nothing about that.
28. Is Ngawaka an original shareholder?—He is an owner.
29. And a relation of yours?—Yes.
30. Why did he not sign the petition?—He was not living near us when we drew up the petition and got it signed: he was living at a distance, at another place.
31. Is Timoti Puhipi a relation of yours?—Yes.
32. Had he two shares?—Yes.
33. Why did not he sign the petition?—He did not sign because he was not aware of the receipt of the letter from the Government—the reply to the one sent by Herewini te Toko.
34. You came to Mrs. Hardiman the night I came there to speak about the land?—Yes.
35. Did I show you any letter from the Government that night?—Yes; the document I alluded to yesterday.
36. Did you see the document?—Yes; I saw you hand it to Mrs. Hardiman.
37. Did she read it?—Yes; she read it out.
38. Was she not acting as interpreter between the Natives and myself?—Mrs. Hardiman did not act as interpreter on that occasion.
39. And who did?—You yourself told me the price you were going to give us for the land, and the contents of the document.
40. Did I read the document?—No.
41. You said yesterday that in your letter you stated that the price of the land was 4s. 6d. an acre?—What I said yesterday was this: You said, "This is the letter I have received from the Government, and they will not give more than 4s. 6d. an acre." That is what I said yesterday.
42. Did not you say yesterday that the extra 6d.—when we came to Herd's Point three weeks after—that I agreed to give 6d. more, making the sum 4s. 6d.?—All I remember is your telling us that the Government had stated in that letter that they would not give more than 4s. 6d. an acre.
43. If I state, when I am giving my evidence on oath, that the Government never wrote a letter in connection with the case from that time until now—from first to last—shall I be saying that which is not true—

The Chairman : I do not think that is a fair question to put.

Hon. Mr. Mitchelson : You are putting the matter in a different way from that given by the witness. It is quite a different thing altogether.

Mr. Landon : I know it is a different case ; there was no such letter in existence.

Hon. Mr. Mitchelson : I object to Mr. Landon putting questions in the way he does. He should confine himself to the question as answered by the witness.

Mr. W. Kelly : There is no necessity for putting the question in that way. Mr. Landon will have an opportunity of making his own statement.

The Chairman : I rule that Mr. Landon must not put the question in that way.

44. *Mr. Landon* : Very well ; it makes very little difference. [To witness :] Have you sold any other land to the Government or to anybody else ?—No.

45. You are a minister of the Church of England, and go about from settlement to settlement?—Yes.

46. From your going about the district you know where blocks of land have been sold by the Natives, both to the Government and others.

The Chairman : What point do you want to open up by this question ?

Mr. Landon : That they got a good price for the land ; more than ever they got before ; and that they were satisfied.

Hon. Mr. Mitchelson : That is going against yourself.

Mr. Landon : There is nothing against me. I am accused of taking money that belongs to them. I do not look upon this inquiry as final ; there is another place for that.

The Chairman : You might put your question in this way : Do you not think that the price you got for the land was satisfactory ?

Mr. Landon : He has an intimate knowledge of the sales of land among the Natives. He may not have sold land, but he knows others who have.

The Chairman : That has nothing to do with this case.

47. *Mr. Landon* (to witness).] Were you satisfied with the 4s. 6d. when you got it?—Yes.

48. When they got their money for the land were there many present in Flood's hotel?—Yes, the whole of us who signed on that day.

49. And your friends? About twenty altogether?—No ; there were not twenty.

50. Were Flood and Cochrane present?—Yes.

51. And other Europeans?—No.

52. Was George Clindon's brother present?—I do not remember.

53. Was Robert Flood, the school teacher of the district, there?—He was not in the room when we were paid.

54. Were all who signed satisfied?—Yes.

55. Was any one, of the lot who signed, drunk?—No ; none of them were drunk at that time.

56. Did not some of them get up and make speeches?—

The Chairman : I must again ask Mr. Landon to let the Committee know what bearing these questions have on the case. It appears to me that he is taking up a great deal of the time of the Committee, and for what object ?

Mr. Parata : It is not necessary to put these questions.

Mr. Landon : They sold a great deal of land, and there was never such a satisfactory sale of land before. It was a new way of selling land, and they were all pleased. Tamaho said so.

The Chairman : I cannot see what bearing this has on the case at all.

Mr. Landon : I know that I am trespassing on the time of the Committee in consequence of the mention of Raiha Tamaho, who has nothing to do with the case.

The Chairman : In justice to the Natives, they were allowed to show the Committee that they received less money for their shares in the land than others. It was only through finding out what Raiha Tamaho had received that they found they were paid short. That is the reason why their statements were allowed.

56A. *Mr. Landon* (to witness).] If Raiha Tamaho had not got £108 10s. from the Government would they have sent that petition to the House?—If we had heard nothing about Raiha Tamaho getting the extra money, and if we had not received the letter from the Government pointing out that our shares were £217 10s. each, we would not have sent the petition.

57. That you would have been quite satisfied with the money you got?—We would have been satisfied with the money received if we had not heard there was a further sum paid.

58. You stated in your evidence yesterday that you wrote the petition?—Yes.

59. Is it not a copy of another document?—I think this is a copy of a petition we sent to the Chairman ; it may be similar to the petition we sent to the Chairman.

The Chairman : He makes a mistake there ; he never sent me a petition.

Witness : Well, we sent one to the Government at all events.

60. *Mr. Landon*.] Did you get that petition from another document?—John Webster, who was there, spoke to me about the petition. I went to consult him, and to tell him that we were desirous of sending a petition to the Government.

61. And Mr. Webster wrote the original draft?—Mr. Webster wrote out a petition and then I re-wrote it.

62. How many years have you known me?—A great many years.

63. Have you and I not been great and constant friends during all that time?—

The Chairman : I must again say that these are questions that I do not think have any bearing on the case. I wish to give you every latitude that it is possible to give, but I do not see the relevancy of these questions.

64. *Mr. Landon* (to witness).] I now come to the document put before you yesterday, and which you read in Maori. Did you ever read it before ; will you still persist in saying that that document was not read to you?—I never read over that document.

65. Did Robert Cochrane—the interpreter—read over the English of the agreement (Exhibit B) to you?—I never remember Robert Cochrane reading it, or explaining it to me.

The Chairman: Ask him who was present.

Mr. W. Kelly: He stated distinctly that he does not remember signing it; how can he remember who was present?

66. *Mr. Lundon* (to witness).] This document was in Robert Cochrane's office, and not in the post-office. Who was present when you signed the document?—I have already stated that I have no recollection whatever of this document. I can only remember signing a document in the post-office.

67. Were you in Robert Cochrane's office with me and others [names mentioned] when that document was signed?—I have no recollection of going to Robert Cochrane's office with you and those people.

68. Did you sign any other document in Robert Cochrane's office?—I remember signing an application in Robert Cochrane's office—an application to the Native Lands Court—to appoint a successor.

69. *Mr. W. Kelly*.] Who was with you when you signed the document?—Robert Cochrane was present with me.

70. *Mr. Lundon*.] Was I there?—No.

71. *Hon. Mr. Cadman*.] What was the date?—That was on the 5th December.

72. *Mr. Lundon*.] The Court was held about two months after that?—The Court sat on the 24th of February of this year, and on the 25th of February this money was paid; I mean that I was paid as successor. I drew my share of the money on the 25th February of this year.

73. Did not you sign a document appointing me as your agent two months after you signed the first time?—I remember going to Robert Cochrane's office after I was appointed successor at the Court I have just spoken of.

74. Did you not sign the document, then?—I do not remember signing a document, but I remember you paying me the money in Cochrane's office on the 25th February, 1892.

75. Did not you sign the document making me your agent, before you went to Miller's office to sign the deed, or before you got the money?—I never remember signing that document appointing you to act as my agent.

76. You are successor to another sister of yours?—Yes.

77. Did not you sign that document twice on the same day?—I have to say again, that I have no recollection of ever signing that document appointing you our agent. [Exhibit B produced.] I admit the signature to this document is mine, but, as for the contents of the document, I persist in saying I know nothing at all about them.

Mr. ROBERT COCHRANE sworn and examined.

78. *The Chairman*.] You live at Hokianga?—Yes.

79. You are a licensed Native interpreter?—Yes. [Exhibit marked B produced.]

80. Do you recognise that document?—Yes.

81. Did you write out that document?—Yes.

82. Both the English copy and the Maori copy?—Yes.

83. Do you recognise your signature to it?—Yes.

84. Were the signatures placed in the document in your presence?—Yes.

85. You witnessed the signatures?—Yes.

86. Did you explain what was in the document before they signed it?—I read it over and explained it to them thoroughly.

87. *Hon. Mr. Mitchelson*.] Did you make it plain that that was a document appointing Mr. Lundon as their agent in the selling of the land for the Crown?—Yes, I did.

88. Underneath the English version of this document were those names placed there on the same day as the deed of sale was signed?—No; each signed his name to the agreement—the Maori version—on the same day.

89. The document is dated the 3rd December, 1891?—That was the date of the first signature. [* *Date upon which the agreement was drawn up.*]

Hon. Mr. Mitchelson: No; there was no signature on that day. Turn over and you will see.

The Chairman: I am speaking of the English version.

Witness: The Maori version I particularly noticed. I considered the English version not so material as the Maori. When each Maori put his name to the deed I put the date behind the signature of each [* *on the agreement*]. This date was the 3rd of December. [* *The agreement was drawn up on the 3rd of December, not signed till the 4th, and deed signed on the 5th of December, 1891.*]

90. How many Natives do you remember signed the English version on the 3rd of December [4th of December]?—I cannot state exactly from memory. Te Waaka was one; I think Tipene was another; and Hone Papahia and Herewini te Toko were there. There might have been another—I cannot exactly remember. There was a young man from Ahipara present, but I do not remember his name.

91. Were these petitions in your office at the same time when they signed?—Yes, those that I have mentioned; and perhaps there may have been one or two others.

92. You are satisfied that the three petitioners were present when the English version was signed?—No; two were there. Herewini te Toko and Hone Papahia were there. About two months afterwards Hone Papahia signed again.

94. Then, you say you marked the date on which they signed underneath the Maori version of the document?—Yes. [* *I wish to substitute the following: The dates marked on the agreement are*

* NOTE.—The words in italics were substituted by Mr. Cochrane when signing evidence.

the dates when each man signed the transfer. On looking the matter up, I find the agreement was drawn on the 3rd December; six Natives signed it on the 4th December; and these six signed the transfer on the 5th December, 1891.]

95. These dates are in the margin?—Yes. To make the matter clear to the Committee, you will allow me to state that, previous to their coming into my office to sign this agreement, they had a meeting of all the grantees present.

Mr. W. Kelly: Mr. Lundon should examine the witness.

96. *Mr. Lundon.*] You are a licensed interpreter?—Yes; I have already stated so.

97. For how many years?—About twenty-two years, I think.

98. You have done a great deal for the Government and private persons during that time?—Yes.

99. Has there ever been any dispute or fault found with your work by either the Government, or Natives, or Europeans?—Not that I know of.

100. You recollect, in November last, my calling upon you to act as interpreter to some signatures I wanted to a deed?—Yes.

101. Did I ask you what your charge would be, as I had to pay?—Yes, you did.

102. You told me your charges would be the scale allowed for interpreters?—Yes.

103. If you had to go away from Herd's Point it would add to the expense?—Yes.

Hon. Mr. Richardson.] It would be better that the questions should be put as questions, and not as suggesting answers.

The Chairman.] You had better put the questions direct to the witness.

104. Did I say I would bring all the owners to Herd's Point?—Yes.

105. Did I tell you I had a deed?—No. I do not remember you having told me that.

106. Did you ever see any deed with me?—No.

107. Do you recollect arranging the day that I was to bring the owners of the land to Herd's Point?—Yes.

108. Did all the owners come to Herd's Point that day?—No.

109. Can you remember those who were absent?—Rikihana and Ngawaka.

110. Were those the only two who were absent?—Yes; there were other two quarter-shares that were not represented at that time.

111. All the others were present?—Yes.

112. Was there an arrangement made that we would talk the subject over in the dining-room of Flood's hotel?—Yes.

113. There were a good many persons present besides those Natives?—Yes. I think so.

114. Did I say that any conversation I had with them before was all to be dropped, and that as now there was a licensed interpreter, we should speak about the land?—Yes.

115. Did I commence by telling them that I had nothing to do with the Government?—Yes.

116. That I was to act for them?—Yes.

117. Did I ask you to ask them if they were satisfied for me to act for them?—Yes, you did.

118. Did I ask you to explain to them that they were to consent to the document, and hand me the money over?—Yes.

119. Did I ask you to tell them that they had sold their land to me for 4s. an acre?—Yes. After some conversation they agreed to let you have the land for 4s. an acre.

120. Did I ask you to say that I was going to do well out of the purchase?—Yes, you did.

121. And that I allowed them 6d. more than they had agreed to sell for?—Yes.

122. And their friends' expenses?—Yes, they had some friends with them.

123. Did I not say that I would get the document, and get them to sign it to that effect?—Yes; and they agreed to sign it as soon as it was ready.

124. Did not Waaka say to let the document stand over until after Puhipi went away, as he was not going to sell?—Yes.

125. Did Waaka give a reason for not signing then?—He said on account of Timoti standing out, he did not like to do anything.

126. And while Timoti was there was there any document signed?—No.

127. Do you recollect, Brown and Waaka?—I did not know Brown; he was a stranger to me at the time.

128. Did you know he was there?—Yes.

129. Did the Native owners all come together to your office to sign the document?—They did.

130. The document making me their agent?—Yes.

131. Was I present?—Yes.

132. Did you read that English document to them in Maori?—Yes I did.

133. And they all signed it without making objection?—They did.

134. Where did they then go to?—A day or so after they went to sign the deed at Mr. Millar's office.

135. Can you give any reason why they were not together in Millar's office?—Yes. In the first place, it is a very small place. The public room there was a very small place, and as there were already in the place Mr. Lundon, Mr. Clarke, J.P., Flood (the attesting witness), and myself, there was very little room for more than one or two in at a time to sign. As there was a great deal of signing to do, each one having to sign some five or six times, each man would take some five or six minutes, and Mr. Millar objected to being interrupted by so many being in the place.

136. Are you quite certain I made no objection?—I do not remember you making any objection.

137. Did you make any objection?—No, I did not; it would have suited me better had they all been present, because one reading would have done the lot.

138. As their names were in the deed they came in and signed it?—Yes.

139. Did you translate that deed?—I did. I read the written interpretation on it made by Mr. Nelson.

139A. How many deeds did they sign?—They signed the original and a duplicate, and they also signed a voucher for the money.

140. Did they sign any other paper for the postmaster?—No; I think Mr. Clarke, J.P., signed an attested sheet of the amount of money, and the number of the cheques received by each man.

141. Will you explain what Mr. Millar did after all the papers were signed?—When the deed was completed and signed, they were required to sign a voucher for the money, and Millar called upon me to identify each man before he paid him the money. On the vouchers being completed, he pulled off the cheques as they were drawn up, and would attach his signature to each cheque. The cheques were already filled up. When the cheques were completed he would tear them one by one out of the cheque-book, and at the same time state the number of the cheque and the amount of the money on a sheet of foolscap paper. When the whole of the cheques were torn from the book, he added them up, showing the amount of money which each man received, counting the cheques over to Mr. Clark. He being satisfied that the cheques were there, and the amount of money represented as shown on the voucher, he attested the sheet of paper as being correct. Having done so, he turned the cheques into his hand and compared them with the receipts. He took them up one by one off the table and pinned them together. He handed out of the window in the post-office the sums to which each person present was proved to be entitled to. The sellers received the cheques and held them up in their hands. Mr. Lundon being in the background, they turned round and handed the cheques over to him. That is as far as I know about it.

142. Are you aware that I held all the money?—Yes; I believe that the whole of the purchase-money was handed over by the vendors to you at different times.

143. Do you recollect me sitting down at the table with two of the petitioners present—Papahia and Herewini te Toko? And do you recollect me handing their money to you?—I think it was only on the first occasion that that was done.

144. I kept that portion which I said was mine?—Yes.

145. There was no objection raised to that at the time?—No.

146. Were there any Natives there with the appearance of liquor?—I do not remember any having the appearance of liquor.

147. Do you recollect me getting you to write a telegram to Wi Rikihana to attend with you?—Yes.

148. Did you see the answer that came?—I saw the answer: it stated he was in trouble about some sick child or another, and that he could not come. He requested you to go to Opanake to him, and to take the deeds and the money there.

149. Did he say anything further?—I do not remember.

150. Did he say he would sign them?—Yes; he agreed to sign them.

151. Do you recollect me sending Ned Howe for him?—I do.

152. Some time after?—About a month after.

153. Did he come with Howe?—Yes; he came.

154. Did he go to your office after coming?—Yes.

155. Did you read that document to him?—I did—the document making you his agent.

156. Did he make any objection to sign it?—No, none whatever. He said Waaka had agreed to it.

157. Are you quite satisfied that he knew the purport of the document he was signing?—Of course he did; he knew quite well.

158. Did he also sell for 4s. an acre?—I do not know that he agreed to the 4s., but he agreed to the 4s. 6d.

159. Did he go with you to Millar's office to sign the document?—Yes, he did.

160. I ask you to explain here, as carefully as you can, what transpired at the office, because, as to Rikihana, the thing will not stop here. I ask you to be careful in stating what happened at the office?—I have no recollection of anything extraordinary happening there any more than what happened in the case of the other grantees.

161. Give an explanation to this Committee?—He attested the signatures and the payment of the money.

162. Did Millar act the same with him as he did with the others?—He did; exactly the same.

163. Did Millar pin the cheques together, and hand them into his hand?—He did.

164. What did he do with the money when he got it?—He handed it over to Mr. Lundon. He did not leave the public room in the post-office until he handed it over to Mr. Lundon.

165. Did you read that deed to Rikihana?—I did; it was written on the deed before I saw it.

166. Did he say he understood it?—Yes, he was quite satisfied; he was clear about it.

167. Was I present?—You were.

168. Was Tom Flood present?—Yes.

169. Was Clarke, the Justice, present?—He was.

170. And Mr. Millar?—Yes.

171. Then if Rikihana said, in his evidence, that you did not read that deed to him, would the statement be true?

The Chairman: Mr. Cochrane says he did read it.

Mr. Lundon: I ask the witness to state if Rikihana said he did not, would it be true?—I put the question to Rikihana that if Flood, Cochrane, Clarke, and I swore that he did, would we be swearing a lie, and he said "Yes."

The Chairman: You have put the question already.

Mr. Lundon: No, I did not.

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.

an acre—that is, before signing?—Yes, I did. I read out from the deed that you were to get £1,900 odd. That was the consideration to be paid for the block.

186. *Hon. Mr. Carroll.*] Did you tell them it was 7s. 6d. an acre?—I told them that the price was 7s. 6d. an acre. They all seemed to understand it thoroughly. I became a little careless towards the end.

187. *Herewini te Toko.*] Did you say that it was on account of the smallness of the room that we were taken in to sign singly?—Yes; I have already stated that Mr. Millar objected to the place being crowded; and, because a great many documents had to be signed, he did not wish his work to be interfered with.

188. Why were we taken in singly? Why could not two have been called in at the one time?—That matter did not rest with me. I would have infinitely preferred your all coming in at once, so that one reading over of the document would have sufficed.

189. *Wi Rikihana.*] Have you ever known me make trouble before with regard to Government transactions?—I have not known you make trouble, but I have heard of your doing so. I know you to be a clever young man. I have already said that Millar handed you your cheques through the delivery window, the same as he did in all other cases.

190. Do you say positively that Millar handed the money into my hand?—Yes.

191. Do you not know that he laid the money down on the table, and that we could look through the window and see him?—We could have seen him lay it on the table had he done so, but he actually put it into your hands.

192. Do you believe that I gave the money to Lunden voluntarily?—Yes; if you were an honourable man you would say it was because you had signed an agreement to that effect previously—that you had signed an agreement appointing Mr. Lunden your agent, and you agreed verbally to hand him the money.

193. Do you know that Mr. Lunden took the money out of my hand to another place and then gave it back to me: you know that Mr. Lunden took the cheques away to the hotel and then gave them back to me?—I know that Mr. Lunden took the money to the hotel for the purpose of handing back your portion to you, after keeping back his own.

194. Did you explain the documents to me when I signed?—I fully explained to you the deeds of sale. With regard to the receipts for the money, I assured the postmaster that you were the right person to get the money. I only explained one document to you, and the second document you signed I explained to you was simply the duplicate.

195. Do you remember now what you explained to me on that occasion?—I had no further explanation to give you other than what was contained in the deeds themselves.

196. Do you remember what you explained about the deed?—What I remember telling you with regard to the deed was: appointing the consideration-money, and telling you you were handing over this land to the Queen.

197. Did you tell us in your explanation that we were to get £1,900?—Yes, £1,900 odd.

198. Was there any mention in the deed of 7s. 6d. an acre?—No; a lump sum was mentioned in the deed, and you were told in addition that it represented 7s. 6d. an acre. Moreover, you are a clever man, and you could surely have ascertained the acreage rate from your knowledge of figures, knowing what the total consideration-money was.

199. Now, seeing that you are related to us, did you not think it was very foolish of us to sell our land—that is, our giving Mr. Lunden so much money?—I believe you were greatly rejoiced at getting this price for the land, because you had previously agreed to sell it for half-a-crown an acre, and when you got 4s. 6d. an acre you closed with the offer very quickly. [Agreement produced to Rikihana to look over.]

200. Did I sign that agreement before Herewini te Toko?—No; you signed it long afterwards. The deed was signed so that the names followed in the same order as they appeared in the agreement. [*What I wished to convey in this answer was that the names were signed to the agreement in the same order that they were intended to appear on the deed.*]

201. *Hon. Mr. Richardson.*] You have stated that the agreement was signed in the same order as the deed. This is a most important point?—The names appear on the agreement in the same order as they appear in the deed.

202. Is that to be the answer?—Yes, that is the answer.

203. Will you repeat the answer?—My answer to the question is this: that the names appearing on the authority for Mr. Lunden to act as agent for the Natives are in the same rotation as they appear on the transfer.

204. *Hon. Mr. Carroll.*] The order in which the names appear in the agreement correspond with the order in which the names appear in the first column of the deed?—That is what I mean, as near as can be; there may possibly be one or two variations, but as near as possible they are in the same order.

205. The first column contains the names of the owners?—Yes.

206. The second column contains the signatures?—Yes.

207. Did you mean that the order in which the names appear on the agreement correspond with the order in which the names appear in the first column of the deed?—I would not like to say that. The rotation of the names that were supposed to have been on the deed appeared on the list that Mr. Lunden gave me at the time the agreement was drawn.

208. Did you sign that deed before the signatures were obtained to it?—Oh no, I did not.

209. You got the order of the names from Mr. Lunden instead of from the deed?—Yes, that is so. They were given to me by Mr. Lunden as the order in which they appear in the original draft.

* NOTE.—The note in italics was inserted by Mr. Cochrane when signing evidence.

210. *Wi Rikihana.*] You know that there has been confusion concerning this purchase of Mr. Lundon's?—I never heard of any trouble before, but only since your petition.

211. *Hone T. W. Papahia.*] Do you remember the day that I signed the agreement, the authority to Mr. Lundon to act as our agent?—You signed several times; two different times. You signed on your own behalf in the first instance. Two months afterwards you signed because you had been appointed successor to two quarter-shares.

212. I am asking you about the first time you went?—You signed at the same time as Te Waaka and others.

213. And are those words contained in the document that you read over and explained to us?—Yes. I read it over from beginning to the end.

214. Do you think that I would sign such a document?—Yes, well knowing the contents of it too. I am surprised seeing a man like you denying your signature.

The Chairman: Confine yourself to answering the questions.

215. *Hon. Mr. Mitchelson.*] Did you make it quite clear to each of the Natives, when signing the agreement appointing Mr. Lundon agent, that one paragraph in that document distinctly stated that any price received by Mr. Lundon in excess of the 4s. 6d. per acre was to be the sole property of Mr. Lundon, in consideration of expenses incurred by him?—Yes, on one or two occasions they said it did not matter what Mr. Lundon got; they were quite content with the 4s. 6d.

216. Did Papahia and Herewini te Toko sign the agreement appointing Mr. Lundon as their agent in the presense of each other?—Yes, on one occasion; the second occasion Papahia signed by himself.

217. Did they sign the agreement upon the same day as they signed the deed?—I do not think so; no.

218. When did they sign it?—Shortly afterwards.

219. When was the agreement, appointing Mr. Lundon agent, signed?—It was signed before the transfer was signed.

220. How long before?—Well, perhaps a day; perhaps two: I am not quite certain. I did not bring the dates with me. I have the dates at home, every one of them.

221. When the Natives were signing the deed before the Postmaster, did you fully and clearly translate the deed in such a manner as would make it clear to them that the Government were paying a larger sum for the land than they had agreed to sell it for?—Yes; I read the translation as endorsed on the deed. I asked them if they were perfectly clear, and they said Yes. All the witnesses present will bear that out.

222. The evening upon which Rikihana arrived at Rawene, did you place before him any document to sign purporting to be a list of those owners who had agreed to sell at 4s. 6d. per acre?—I placed before him the agreement with the names of those who had already appointed Mr. Lundon as their agent. I read over the agreement to him. He was satisfied with it, and, as the others had signed, he had no objection.

223. Then you are quite sure that you fully explained to Wi Rikihana, when signing this document, that he thoroughly understood that he was signing an agreement appointing Mr. Lundon as his agent?—Yes.

224. When Mr. Millar paid the money over to each of the Natives when signing, did you see Mr. Lundon receive the same out of the hands of the Natives?—Yes; in Rikihana's case I did not see the actual delivery of the money from one to the other, but I know that the money was delivered.

225. You stated that Mr. Clark before witnessing the deed counted the cheques and added up the amount before signing?—Yes, Mr. Clark, in testing the list of cheques, went over them with Mr. Millar, and tested the number of cheques and the amount of money, to see if it was correct, and then Mr. Millar handed them over to all the Native owners.

226. Then he must have been under the impression that he was witnessing the full payment to each Native?—Yes.

227. *Hon. Mr. Richardson.*] As licensed interpreter, do you think you were performing your duty in not explaining the deed fully except to the first one of the Natives who sold?—Well, strictly speaking, I would not consider I was doing my duty in not thoroughly explaining the deed; but, having read the translation, as endorsed in the deed to each of them, that was all that was required of me by law. Te Waaka was an old man, and I read it to him; but the young men would find out in a few seconds if they chose to do so.

228. How many of those in the post-office were in the inner office of the postmaster?—There were none in the inner office; they were all in the public room. The inner office I took to be inside.

229. Who was inside the delivery-window, and who without?—No one was there but Mr. Millar; the vendors were in the outer room.

230. Where was Mr. Clark?—He was in the room alongside the vendors.

231. Where was the document signed?—On the delivery-table of the post-office, between the public room and the post-office itself.

232. Was the agreement at the post-office when the deed was signed?—No.

233. You are quite sure that the agreement was not at the post-office at that time?—The Natives signed the agreement in my office, and then they went to the post-office to sign the deed.

234. That answer means that you are quite certain that no one of those vendors signed the deed and signed the agreement in the post-office at the same time?—Certainly.

235. How did you know that the Natives, in addition to the agreement, had personally given their word to hand the money over to Mr. Lundon?—I was present when the arrangement was made.

236. Where was this arrangement to hand the money over to Mr. Lundon made?—It was on the road going to the post-office?—I had a conversation with one or two of the owners.

237. Did you afterwards hand the money to Mr. Lundon?—No, I did not. They were conversing with Mr. Lundon on the way.

238. And they promised to hand the cheques to him?—Yes.

239. The vouchers that were signed would set forth the price per acre?—Yes.

240. Was the attention of the Natives called to this point—to the 7s. 6d. per acre?—They were told by the Postmaster.

241. Did you know that the signing of the deed and the vouchers on the part of the Natives was a sham in this respect: that they were not to get the consideration stated on this document?—I did not believe it to be a sham. I believed that it made an arrangement that was binding upon themselves. Of course, if they had not agreed to do what they did it might have been called a sham.

242. You knew that they were not getting the money set forth as the consideration in that deed?—Yes.

243. *Hon. Mr. Mitchelson.*] In following up the question put by Mr. Richardson, I ask you whether you did not consider that, seeing the Government were paying 7s. 6d. an acre for this land, the Government fully believed that the Natives were going to receive the 7s. 6d.?—They fully believed that the land was sold for 7s. 6d., and that they were only to receive 4s. 6d. The Natives knew perfectly well that although the Government paid 7s. 6d. the Natives themselves would only receive 4s. 6d.

244. Arising out of that answer, do you think the Government would have offered to pay 7s. 6d. an acre for the land if they had the slightest conception that the Natives were only going to receive 4s. 6d.?—Well, under the circumstances I think it quite possible. What the Natives represented to me was this: that Mr. Lundon had to bear all the expenses attached to the purchase—interpreters, boatmen, messages, telegrams, and all connected with it, and give his own time. I did not think that the Natives were being badly treated, especially knowing, as I did, that they were entertaining seriously the question of accepting an offer of 2s. 6d. an acre for it.

245. Supposing the Government had sent their own land-purchase officer for the district to purchase this land, what would it have cost the country?

The Chairman: That is merely a supposition.

Hon. Mr. Mitchelson: He can tell pretty well. He knows well enough what the cost would be.

The Chairman: I do not think the question is in order; it is simply an imaginary case.

Hon. Mr. Mitchelson: It is not an imaginary case. I am simply asking the witness to state—supposing the Government had sent their own land-purchase agent in the district to make the purchase, what would the cost have been?

The Chairman: That is simply a supposition. I do not think the witness should be asked such a question as that.

246. *Hon. Mr. Richardson (to witness).*] You stated that the deed was signed before the agreement?—That is a mistake; I corrected that afterwards.

247. You stated that the agreement was signed before the deed?—Yes, in every case.

248. You stated that the dates on which the agreement was signed are stated on the agreement in pencil?—Yes. [*See explanation to question No. 94.*]

249. If the agreement was signed, as you say, before the deed, and the dates upon the agreement are reliable, as you state, how comes it that the dates to each name on the agreement are exactly the same dates as appear on the deed? [Deed and agreement handed to witness.]—I cannot understand very well how that came about. It is quite possible that some would sign the agreement in the morning, and the deed in the evening.

250. Then you withdraw the statement you made previously? You have stated that in no case was this deed signed by the Natives on the same day as the agreement was signed?—No; I will not withdraw it generally. As for the first signature, I cannot conceive for a moment how the thing occurred, because they did not sign the deed on the same day as they signed the agreement.

251. Is it not usual for interpreters, when obtaining signatures, to put in the date when the signatures were received?—No.

252. It is not?—No.

253. *Hon. Mr. Richardson.*] These are your figures?—Yes.

254. *Mr. W. Kelly.*] Was Mr. Millar and Mr. Clark aware of the existence of the agreement between Mr. Lundon and the Natives?—Not to my knowledge.

255. *Mr. Parata.*] You stated before this Committee that Mr. Millar explained to the Natives the price they were to get for their land per acre—7s. 6d.?—Each word of it, from beginning to end, including the printing. They had to sign the vouchers twice.

256. Did he explain that in his own office before he passed the cheques through the window?—Oh, yes. He had the whole thing completed before he passed the cheques out at all.

257. Did Mr. Millar explain to the Natives that they were to have 7s. 6d. an acre?—Yes.

258. You are clear in your own mind that he did explain that to the Natives?—He did.

259. Did you, as interpreter, translate that to the Natives?—I was not required to do so. I was simply called on to identify the man.

260. Do not you think, as Native interpreter, it was your duty to explain that to the Natives?—Had I not explained the deed, and the price to be given for the land, I certainly should have done so. As they knew the whole circumstances, I did not think it was necessary.

261. You did not think at the moment that it was your duty to do so?—Yes, if I had not read the deed over to them and explained it.

262. Do you not think it was your duty to do so?—It would have been my duty to do so if I had been asked.

263. You would not do so without being asked?—I might have been interfering with somebody else's duties; it was no part of my duty. If asked, I would only have been too happy to do so.

264. Previous to this case, you have had no translations between the Natives and the Government purchasers or any purchasers dealing with land?—Yes, frequently.

265. Did you always have to translate everything clearly to the Natives?—Yes.

266. I believe you are aware of the Native customs?—Oh, yes.

267. Is it not the habit of the Natives when making any arrangements to all assemble together—that when they are receiving money or carrying out any transaction they are always together?—Yes. In making arrangements as to what they were to receive for their land they were all together. They all agreed before anybody signed. Timoti was present, but he did not agree, and went away. The others remained, and received the money.

TUESDAY, 30TH AUGUST, 1892.—(Mr. HOUSTON, Chairman.)

Mr. COCHRANE further examined.

1. *Mr. Kapa.*] May I have the agreement—exhibit marked “B”—to look at. [Agreement produced.] You wrote this document out, did you not?—Yes.

2. Both in Maori and English?—Yes.

3. When you wrote this document out, did you know how much per acre was to be paid for the land?—No.

4. This agreement provides that Mr. Lundon was to receive no amount over the price fixed for the land?—Yes.

5. When you wrote this agreement out, where did you think the money would come from?—I do not know where the money came from. I was simply instructed to prepare this agreement by Mr. Lundon.

6. How long after you prepared this agreement did you know that the price to be paid for the land was 7s. 6d. per acre?—Two days.

7. And did you tell the Natives that they were to be paid this price?—Yes; £1,900 odd—the consideration-money in the deed.

8. And did the shares amount to £217 10s. at 7s. 6d. per acre?—Yes.

9. Did you tell the Natives this was to be the price in your house, or at the post-office?—At the post-office.

10. Did you tell them jointly or individually?—Singly, as each man signed.

11. Did you or any other person explain this to the Natives?—I did when interpreting the deed, and Mr. Millar did the same when getting the vouchers signed.

12. Does Mr. Millar understand Maori?—He knows a little, but he spoke in English at the time he was paying the money.

13. And who interpreted what he was saying?—No one.

14. *Mr. Lundon.*] Did the public at Herd's Point know that I was acting for the Natives?—Yes.

15. Have you heard, or do you know from your own knowledge, that Mr. Clark told at a public table, at Briers', on that day, when the first of the Natives signed, that I was acting for the Natives, mentioning the amount of money I was making by it?—I heard that he said so, but I did not hear him.

16. Are you quite satisfied that Mr. Clark himself knew?—Yes; after the deed was signed, he spoke of it in my presence—in my hearing.

17. Mr. Clark was acting as a Justice of the Peace at that time?—Yes.

18. Are you aware if Mr. Clark is a friend of mine or not?—I do not know what you call a friend. I know that he is opposed to you in various ways, but I do not know that Mr. Clark has any personal animosity against you.

19. Are you aware that Mr. Millar wished Mr. Clark to be present?—Yes. I will qualify that answer by saying that Mr. Millar expressed a preference for Mr. Clark.

20. Was Mr. Millar aware that I was acting for the Natives before the deed was signed?—I believe so. At the signing of the deed I informed Mr. Millar that some Natives had signed a paper appointing Mr. Lundon to act as their agent.

21. You are acquainted with Mr. John Webster?—Yes.

22. Are you aware that he has a personal animosity against me for a great many years?

The Chairman: I do not think you should put that question; I do not see that it has any bearing on the case at all.

Mr. Lundon: We have had in evidence that he drafted this petition, and I think it is my duty to show the Committee that he has a personal animosity against myself of long standing.

The Chairman: Any man may draft a petition for another.

Mr. Parata: Yes.

The Chairman: I dare say you (Mr. Lundon) would draft a petition for Mr. John Webster if he asked you. I do not see that the question has any bearing on the case at all.

23. *Mr. Lundon* (to witness).] Are the other petitioners aware that Webster has a bad feeling of animosity against myself?

The Chairman: I do not think that should be allowed. The witness need not answer that question.

Mr. JOHN EDWARD FLOOD sworn and examined.

24. *The Chairman.*] Where do you live?—At Rawene.

25. What is your occupation?—I am a hotelkeeper, at present retired.

26. *Mr. Lundon.*] You have attested the signatures of most of the Natives at the Kaitaia Block?—Yes.

27. Did the Natives, when they came in to sell the block, stop at your house?—Yes.

28. How many were there present in your house?—I could not say how many really; there were four or five. There may have been more or less.

29. Were there any Europeans present in the dining-room of the hotel?—Yes; myself and a few more.

30. Did you hear any of the conversation between the Natives and myself in connection with this block of land?—Yes; but I could not understand it well. I do not understand the Native language.

31. Did I speak in Maori or in English?—Mostly in English. You spoke some Maori too.

32. Was Mr. Cochrane there, and acting as interpreter?—Yes.

33. Did you hear me tell Mr. Cochrane to tell them that they had sold their land individually to me at 4s. an acre?—Yes.

34. Did you hear me tell Mr. Cochrane that I would give 4s. 6d. an acre and pay all their expenses, as I was going to do well out of it?—Yes.

35. Did they say that they were very glad that I was making money out of it?—Yes; they seemed to be very well satisfied.

36. When you went to Millar at the post-office to attest their signatures, was Mr. Cochrane present?—Yes.

37. Did Mr. Cochrane read the deed that he asked you to sign?—Yes.

38. Was Mr. Clark, J.P., present?—Yes.

39. And Mr. Millar, the Postmaster?—Yes.

40. And myself?—Yes.

41. Did these three Europeans hear Cochrane read the deed to them?—Yes.

42. Did they make any objection to sign it?—None whatever.

43. Did you see Mr. Clark, J.P., and Mr. Millar take the cheques?—Yes.

44. Did you see Mr. Millar pin them together?—He had them together. I cannot say whether they were pinned or not.

45. Who did Mr. Millar give them to?—He gave them to the Natives.

46. Into their own hands?—Yes.

47. What did the Natives do with them?—They handed them to you.

48. Did you hear me ask any of the Natives to hand them to me?—No; they turned round and gave them to you.

49. That night, after the Natives had all their money, did you check the payment?—No; I do not remember doing it.

50. Did you hear them making speeches and thanking me for what I had done for them?—I do not remember.

51. But you thought they were all satisfied?—Oh, yes; they seemed to be all very well satisfied.

52. *Mr. Taipua.*] Who was acting as interpreter, so that you could understand what was being said?—Mr. Cochrane.

53. Did he interpret the document relating to the 4s. 6d. and 7s. 6d. per acre as well as the deed?—I was not there the whole of the time; I was attending to my business.

54. *Mr. Parata.*] Did you understand that these Natives were getting the full amount—£217 10s.—for the value of their shares at the time that you tested the signatures to the document?—They did not say what amount they were to get; I knew that they were to receive 4s. 6d. an acre.

55. Did you see the amount in the cheques paid to the Natives by Mr. Millar—did you notice some of the amounts in the cheques paid?—I could not say what amounts were then paid. I did not take notice; I was only there to witness the signatures.

56. How many signatures did you witness?—I believe I witnessed nearly the whole of them except three—I think it was three; I am not sure.

57. Was it all done in the one day?—No.

58. At the post-office, were all the shareholders in the room when the deed was first read out to them?—No; they were one by one.

59. Was the deed read and explained to each of those Natives before each of them signed?—Yes.

60. How many papers did they sign?—I think three.

61. Do you remember what papers they signed?—No, I do not remember now.

62. *Mr. Kapa.*] Were you appointed witness to the signing of the Natives?—There was no appointment; I was merely asked to act as witness.

63. How many times did you act as witness at Mr. Lundon's request?—I could not say how many times; my name is on the deed each time I witnessed the signature.

64. Did you not know at the time you were acting as witness how much the Government were paying? Did you ever hear Mr. Lundon telling the Natives that the Government could not give them more than 4s. 6d. an acre, or that they would not get more than 4s. 6d. an acre?—No, I never did.

65. Did you hear or see the Natives expressing great delight at Mr. Lundon having received such a large commission on the sale of their land?—No; they seemed to be very well satisfied with the price they got themselves.

66. When did you hear Mr. Lundon saying that he would make a good profit out of the sale of this block?—I did not hear him say so.

67. When did you first hear that the Government were paying more than 4s. 6d. an acre for this land?—I could not say. I never knew that the Government were paying 7s. 6d. per acre until I reached Wellington.

68. Do you know if Mr. Lundon received any money from the Natives out of the purchase of this land?—I do not.

69. Did Mr. Lundon pay you any money?—Yes, he paid me for his board, and the board of the Natives.

70. How much did you get?—The first money he gave me was £16 10s.

71. Can you not tax your memory, and tell the Committee the total amount you received as near as possible?—I suppose he paid me £30 for his own board and their board.

72. Where did you suppose that money was coming from?—I did not know; it was not my business.

73. *Wi Rikihana.*] Are you quite positive that you heard Robert Cochrane explaining everything to the Natives when they signed in the post-office?—Yes, quite certain.

74. How do you know he was explaining, seeing that you have stated that you do not know Maori?—Why, Mr. Cochrane told me himself.

75. How then did you remain in ignorance that 7s. 6d. per acre was being paid?—He did not tell me the whole thing; he said he had explained the whole thing to the Natives.

76. Was it Cochrane alone who explained the deed?—Yes.

77. Did you hear Mr. Millar telling the amount we were to receive?—I forget; I do not remember that.

78. *Herewini te Toko.*—Now, you have stated that you heard Cochrane explain in the post-office. Will you tell the Committee what you heard Cochrane say? You said that Cochrane's explanation was, "He did not explain to me, but told me he was explaining to the Maoris." Now, I will ask you what Cochrane told you?—He told me he explained the deed, or whatever document it was, to the Natives.

79. Then you simply heard Cochrane say that he was explaining the deed, and you cannot, of your own knowledge, swear that he explained the deed properly?—I do not understand Maori.

80. Did you ever tell any person that Lundon had paid you £50?—Never.

81. Did you ever mention to any person that Mr. Lundon had sent £300 to his daughter, and that in your opinion that money belonged to the Natives, or was the portion of the price of their land?—I never said any such thing.

Mr. EDWARD HOWE sworn and examined.

82. *The Chairman.*] Where do you reside?—Rawene.

83. What is your occupation?—Master shoemaker.

84. *Mr. Lundon.*] You recollect me going to your house with a telegram from Wi Rikihana?—I do not know exactly whether it was a letter or a telegram.

85. Could you tell the Committee the date and purport of that telegram or letter?—No, I could not.

86. Do you recollect me putting a telegram into your hand?—I do not.

87. Do you recollect me saying to you, "Bring Rikihana, of Herd's Point, to sign the deed"?—Yes.

88. Did you go for him?—Yes, I did.

89. Did he say anything to you about the price of the land?—Nothing whatever.

90. Did you take him back to the Herds?—I did not take him back.

91. Did I pay you for going for him?—Yes.

92. How much money?—You gave me £4.

93. Had you any conversation with Rikihana after he signed the deed?—I had a conversation with him, but not concerning his business—I mean the sale of the land.

94. He did not find any fault with the sale, or make any objection to it in Maori or English to you?—No.

95. You and he are very good friends?—Yes, we are pretty good friends.

96. If he was dissatisfied in any way do you not think he would have told you?—I do not know that he would tell me.

97. Do you recollect being in the dining-room of Flood's Hotel the night that Waaka and the Maoris from the north were there?—Yes, I remember being there.

98. Was Robert Cochrane acting as interpreter there to the Natives?—I heard him speaking in Maori to the Natives.

99. Did the Maoris seem pleased or satisfied?—I was not paying any attention as to whether they were pleased or displeased.

100. If you were, would you not notice?—I was not interested in the conversation, so I did not take any notice.

101. How many Natives do you think were present altogether?—I suppose there might be seven or eight there.

102. Do you recollect of Europeans being there?—Yes; there were a lot of us there.

103. *Herewini te Toko.*] Did you ever hear that we had given Mr. Lundon authority, by a certain document, to act as commissioner or agent for the sale of our land?—No.

104. *Mr. Parata.*] Do you know how much per acre the Natives got for their land?—I do not know.

105. You did not hear afterwards what they got?—Well, I may have heard it, but I took no notice of it.

Mr. PATRICK SHERIDAN examined.

106. *The Chairman.*] What is your position?—Officer in charge of the Land-purchase Department.

107. Will you make a statement to the Committee?—On the 8th October, 1891, Mr. Cadman gave me a list of blocks of land north of Auckland, which he said Mr. Lundon had offered to the Government on behalf of the Native owners. He directed me to search the titles, and let him know whether they were in a position to be dealt with. There were six blocks on the list alto-

gether—namely, Tapuae No. 4; Whawharau, A and B; Motukaraka Native settlement; Kaitaia; and Maungamaru. As the result of the search, I discovered and reported that the Tapuae No. 4 Block had not passed through the Native Land Court, and that the Whawharau blocks were inalienable. As to the other three blocks I found the titles were simple and easily dealt with. I left the result of the search with Mr. Cadman. He said, as I was going away, that we had been neglecting land-purchase north of Auckland; that he would now like to give them a little more attention, and would probably make a small experiment with these three blocks, as the transactions would not be very large. In the afternoon, the late Mr. Lewis, who was Under-Secretary—I was chief clerk at the time—brought me the following memorandum from the Minister for record:—

“MEMORANDUM.

“MR. JOHN LUNDON has this day, on behalf of the various Natives interested, offered to sell to the Government the following blocks of land—namely, Mangamaru, 1,327 acres, at 5s. per acre; Motukaraka East, Block A, 140 acres, at 8s. per acre; Motukaraka East, Block B, 500 acres, at 8s. per acre; Motukaraka East, Block C, 167 acres, at 8s. per acre; Motukaraka East, Block D, 145 acres, at 8s. per acre; Motukaraka East, Block E, 145 acres, at 8s. per acre; Motukaraka East, Block F, 340 acres, at 8s. per acre; Kaitaia, 5,200 acres, at 7s. 6d. per acre: on the understanding that, when the Government obtain a complete valid title to Mangamaru, he is to receive a commission of £15; a complete valid title to Motukaraka East, Blocks A, B, C, D, E, F, a commission of £35; and a complete valid title to Kaitaia, a commission of £50. The purchase to be complete within six months from present date.

“In connection with the purchase of these blocks, it is understood that the Government are to be put to no expense whatsoever outside of the purchase-money, which will be paid to the Native owners whenever they present themselves to the officer authorised to receive signatures.

“The reason that a complete title to all the above-named Motukaraka East Blocks is to be obtained before any commission is paid to Mr. John Lundon, is in order that the Government may be saved any expense in connection with subdivisinal surveys.”

“I have accepted Mr. Lundon's offer.—A. J. CADMAN. 8/10/91.”

Pursuant to this memorandum, I was directed to draft the necessary instructions to the postmaster at Rāwene to look after the negotiations. The Minister first inquired from Mr. Gray, the Secretary to the Post Office, whether Mr. Millar was a thoroughly reliable officer, and whether the Postal Department would have any objection to his services being utilised by the Land-purchase Department. This is Mr. Gray's reply:—

“MR. BATE.—There will be no objection. Mr. Millar is a most reliable and trustworthy officer. Of course the matter will be arranged through the Treasury.—W. GRAY. 7/10/91.”

I thereupon drafted these instructions:—

“Native Land-purchase Office, Wellington, 14th October, 1891.

“THE HON. the Native Minister having approved of the purchase from the Native owners of the blocks of land noted in the margin [Kaitaia, Maungamaru, Motukaraka], has decided to ask you to be good enough to take charge of the deeds and payments in connection therewith. The Natives will be brought to you by Mr. John Lundon at convenient times to sign the deeds and receive payment for their shares.

“It will be necessary for you to satisfy yourself as to the identity of the Natives who should sign the deeds, after the contents have been explained by a licensed interpreter, and be paid in the presence of a Justice of the Peace and another male adult witness. Mr. Lundon will arrange for the attendance of a licensed interpreter without expense to the Government.

“The Registrar of the Native Land Court at Auckland has been requested to forward you the deeds, lists of owners, and other necessary particulars. The Treasury will lodge the funds to credit of an Imprest Account, which will be opened in your name at the Bank of New Zealand at Auckland.

“It will be necessary for you to furnish accounts, with duly receipted vouchers attached, to the Paymaster-General weekly, in accordance with Treasury regulations. A supply of forms and cheque-book are enclosed herewith. You should not make any payments on account of shares of deceased owners, unless successors have been duly appointed by the Native Land Court, nor of owners who are under disability as minors. The lists to be supplied to you by the Registrar of the Native land Court will distinguish minors, if there are any in the titles.

“Any further information or instructions which you may require will be promptly supplied on receipt of a letter or telegram.

“The Secretary of your department approves of your undertaking this duty.

“T. L. Millar, Esq., Postmaster, Hokianga.”

“T. W. LEWIS. Under-Secretary.

It was afterwards necessary to modify these instructions in as far as we found that the payments must pass through the Post Office accounts instead of the Treasury, and on the 13th October the following further memorandum was addressed to Mr. Millar:—

“THE UNDER-SECRETARY, Native Department, Wellington, to the POSTMASTER, Herd's Point.

“22nd October, 1891.

“REFERRING to my memo. of the 14th instant, I have the honour to inform you that the instructions therein contained are modified to the extent that the necessary funds will be placed at your disposal by the Postal Department instead of the Treasury, and that you will therefore have to account under the regulations of your own department, and not those of the Treasury. An advance of £300, of which you will be duly advised, is being arranged accordingly.

"The Registrar of the Native Land Court at Auckland will furnish you with the vouchers in which you are to take the receipts of the Natives as they sign the deeds. Further advances will be arranged as applied for.

"Please return imprest cheque-book and account forms forwarded with my memo. above referred to, as you will not, in consequence of these modifications, now require them.

"T. W. LEWIS, Under-Secretary."

I also sent a memorandum to the Registrar of the Native Lands Court at Auckland, asking him to furnish Mr. Millar with a list of owners, and the deeds and vouchers for signatures, and any other information which he might think he would require. About a week after these arrangements Mr. Cadman received a telegram from Mr. Lundon, in Auckland, asking if he could not modify the instructions to this extent: that, instead of sending the deeds to Mr. Millar, they might be handed over to himself, in order that he might visit the Native villages first, and explain matters to the Natives. Mr. Cadman said he would cancel the whole arrangement first—that it would be possible, if Mr. Lundon got possession of the documents, that, as now alleged, the whole of the money might not reach the Natives. When the first set of vouchers came from the Postal Department for authorisation I noticed that the postmaster, instead of, as was usual, issuing one cheque, had issued several cheques to each vendor. I returned the vouchers duly authorised, but I attached a slip to one of them, as follows: "I do not understand why the postmaster issued more than one cheque to each Native." The Postal Department recorded the memorandum, and referred it to Mr. Millar, with this minute:—

"THE attached is a memorandum from the Native Office relative to the payments recently made by you for purchase of land from Maoris. Be good enough to furnish me with your reason for issuing several cheques to each Native.

"The Postmaster, Rawene."

"GEO. GRAY, Acting-Accountant.

This is Mr. Millar's explanation:—

"The Secretary, Wellington.

"THERE is no bank at Hokianga—none nearer than Russell, fifty miles distant. Some of the shares were £217 10s. Mr. Lundon informed me that the Natives wished the money paid to them in smaller cheques—one large cheque being useless to them, as they could not get it cashed, and they had engagements to meet. The amount of cheques required was handed to me in each case, and the cheques carefully checked by a Justice of the Peace and myself before handing them to the Natives; by this means they were satisfied. If this procedure is not approved of by you, please wire instructions. I have a list of the *number* and *amount* of each cheque and to whom paid, which I can furnish if required.

"6th January, 1892."

"THOS. L. MILLAR, P.M., Rawene.

"General Post Office, 14th January, 1892.

"MR. SHERIDAN,—Mr. Millar's explanation in reply to your query is herewith. Kindly return this paper when you have done with it.

"GEO. GRAY."

I replied,—

"MR. GRAY,—Explanation appears to be satisfactory. It sometimes happens that creditors follow the Natives up, and in cases where a number of cheques have been issued, complaints have before now reached the department suggesting collusion between the Government officer and the creditors. I do not for a moment imagine anything of the kind in the present instance, but Mr. Millar cannot be too careful, as Natives are not at all particular about what they say.

"15th January, 1892."

"P. SHERIDAN.

This paper was then sent back to Mr. Millar and noted by him. The first day this Committee met I said that the Government never had any intimation of anything being wrong until the petition was presented. I say so still. The letter to Natives, signed by me, which was produced, was in reply to a very vague statement by the Natives, in which they appeared to have got mixed in their figures. This is a copy of their letter,—

"Opanaki, 4th April, 1892.

"FRIEND,—Greeting to you. This is a prayer from us two, asking that half of the money for our shares in Kaitaia Block may be paid to us now, the share of each person having now been signed (? fixed) at £130 10s., and so far only one share has been paid in full, and that share is Tamaho's, £239 5s. Let, therefore, the balance of ours be paid. Sufficient.

"From your friends,

"WI RIKIHANA.

"The Hon. the Native Minister."

"HEREWINI TE TOKO.

I simply did not understand what they meant. I could not reconcile their figures with their accounts. I sent them this reply,—

"Native Office, Wellington, 26th April, 1892.

"FRIENDS,—Greeting to you two. Your letter of the 4th instant, asking for the payment of the balance of your shares in Kaitaia, has been received.

"This is to inform you two that Mr. Millar, postmaster at Herd's Point, has already paid to each of you two the sum of £217 10s. for your shares in Kaitaia. These sums were paid to you two in the month of December last. There is now therefore no money left for payment to you two. Sufficient.

"From your friend,

"Wi Rikihana and Herewini te Toko, Opanaki, Hokianga."

"P. SHERIDAN.

They never afterwards challenged these figures; they never replied to my letter at all, so I thought I had set them right on the question. I never heard anything further on the subject until the petition was presented. There is only one other matter which perhaps I had better make clear,

that is as to the name Raiha Tamaho. It would appear that in the year 1870 the Native Land Court made a succession-order declaring Hekiera the sole successor to his father. Eight years later, by some extraordinary blunder, the Court made a second succession-order declaring Hekiera and Raiha to be co-successors to the same estate. Of course the first order was valid and the second invalid. The Court so held. In accordance with the information supplied by the Registrar to Mr. Millar, he dealt, in the first instance, with Hekiera, as the sole owner of the share; after the payment had been made, the Minister received a letter signed by Peri te Huhu and Raiha herself, in which they stated that she had been appointed successor to her father. Thereupon the following telegram was sent to the Native Lands Court:—

“Registrar, Native Land Court, Auckland.

“KAITAIA.—Raiha Tamaho says that she was appointed as successor with Hekiera Tamaho at a Court held by Judge Munro at Mongonui, to share of Tamaho te Huhu. Will you please look up the minutes and see if her statement is correct. Information supplied by your office shows Hekiera Tamaho as sole successor.

“Wellington, 11th February, 1892.”

“P. SHERIDAN.

To this the following was received in reply:—

“P. Sheridan, Native Office, Wellington.

“KAITAIA.—Raiha Tamaho's statement is correct, but a succession-order had previously been made by Judge Maning in favour of Hekiera Tamaho alone; the later order is therefore null and void.

“Auckland, 12th February, 1892.”

“H. F. EDGAR, Registrar, Auckland.

On the face of this the Native Minister decided that there was nothing for it but to pay Raiha Tamaho for a half-share. The Natives appear to have been considerably mixed as to her position in the matter. This explains it.

108. *Hon. Mr. Mitchelson.*] What was the total area of land purchased by Mr. Lundon?—He only purchased two blocks—the Mangaruru and Kaitaia—6,527 acres altogether.

109. What was the price paid per acre?—For Mangaruru 5s. per acre, and for Kaitaia 7s. 6d. an acre.

110. Will you state the amount Mr. Lundon was to receive as commission upon the purchase of each of these blocks?—The amount he was to receive, and did receive, was for Mangaruru £15, and for Kaitaia £50.

111. And did he receive these amounts?—He did; I paid him myself in Auckland.

112. That was his commission on the purchase of the blocks?—Yes; it was stated that it was to cover all the expenses. There was to be no other expense incidental to the purchase, as far as the Government was concerned.

113. Did the Government understand at that time that Lundon was offering the land at 3s. an acre more than the Natives were going to be paid for it?—Certainly not.

114. Then, when agreeing to purchase this land at 7s. 6d. an acre, you fully understood that the money was to be actually paid to the Natives?—Yes.

115. On the 8th October, when the arrangement was made, was it understood by the Government that Mr. Lundon had authority from the Natives to act as their agent?—Yes; at least, I understood so.

116. *Mr. Kapa.*] Who informed the Government that Mr. Lundon had been appointed as an agent for the Natives?—Probably Mr. Lundon himself.

117. *Hon. Mr. Mitchelson.*] I suppose there was no understanding that, in addition to the commission he was receiving from the Government, he was also to deduct commission from the Natives?—I do not think so.

118. *Mr. Lundon.*] Had you and I any conversation about the purchase of the blocks?—I cannot recollect anything special. I may have remarked that, when the purchases were completed, the work appeared to have been done in a very satisfactory and business-like manner. The deeds and vouchers were properly attested.

119. Did I know you previous to the purchase at all?—I do not think so; I do not think we knew each other. We had never spoken before; I never spoke to you until I met you in Auckland after the purchase was completed.

120. *Hon. Mr. Mitchelson.*] I would like to follow that question up with another. You stated that you considered everything was done in a satisfactory manner—that the deeds and everything were in proper order?—Yes.

121. Well, would you have made that statement had you known that the Natives had only been paid 4s. 6d. an acre, while the Government paid 7s. 6d.?—Certainly not.

122. Would you have considered that unsatisfactory?—I would have declined to authorise the vouchers.

123. *Hon. Mr. Richardson.*] Was the £50 paid to Mr. Lundon for the purchase of the Kaitaia Block about the usual amount of remuneration paid in similar cases?—It was rather less. I thought that Mr. Lundon was doing the work very cheaply, in the expectation of obtaining further employment.

124. What would have been about the ordinary rate of remuneration?—Well, I do not know. Land-purchases are generally carried out by salaried officers.

125. Had the department no salaried officers who could have been used to make this purchase?—No.

126. *Hon. Mr. Mitchelson.*] I suppose you have a fair idea as to what the purchase would have cost had it been made by one of your own officers?—It would have cost at least as much as was charged by Mr. Lundon.

127. Would it have cost any more? Would it have cost more than £100?—Probably from

£100 to £120. That would have paid the whole of the incidental expenses. First of all, it was intended that Mr. Bishop's services should be made available, but it was found that he could not spare the time from his other duties.

Mr. KAPA, M.H.R., examined.

128. *Mr. Lundon.*] Did you call at the Metropolitan Hotel about five weeks ago, looking for me?—I did.

129. Did you tell me that Mr. Mitchelson had given you a petition to present?—No, I did not. I said that I had received a petition, and I had presented it to the House.

130. Did you present the petition before you saw me?—I presented it the same day that I saw you.

131. What did you go and look for me for?—I wished to inform you that I had received a petition, and I was going to present it.

132. Did not I ask you who you had received it from?—You did.

133. Did not you tell me Mr. Mitchelson had given it to you?—If I ever made such a statement show me the document in which I stated it.

The Chairman: What has this to do with the case, Mr. Lundon?

Mr. Lundon: I do not know that it has got much to do with the case. I felt aggrieved that the petition was here four weeks before it was presented.

Mr. Kapa: I never told Mr. Lundon that the petition had been here four weeks, or anything of the sort.

134. *Mr. Lundon.*] Did I ask you why you asked to have it read in the House?—You did.

135. Did you tell me that it was the interpreter (Captain Mair) who asked you to read it?—Yes, I did.

136. *Mr. Parata.*] How many days did you hold the petition before it was presented?—I do not know, but I gave it to the interpreter to translate, and, when it was translated, I presented it to the House.

137. Was it more than a week?—It was only a short petition, and it took the interpreter no long time to translate it, and I presented it immediately afterwards. I received it through the post. I found it in my pigeon-hole; it came there through the post.

Questions submitted to G. A. Clark, J.P., Rawene, by Telegraph, and Answers to same.

Q. 1. When witnessing the signatures to the deed of transfer, did you believe the consideration paid over to each Native by Mr. Millar was the value of the interest of such Native, and was exclusively his own property?—A. Never having seen the land, I knew nothing of the value of it. As to the latter part of the question, I can give no answer.

Q. 2. Did the interpreter, Mr. Cochrane, carefully translate the deed of transfer in your presence, so as to lead you to suppose that the Natives thoroughly understood they were selling their land to the Government at the rate of 7s. 6d. per acre?—A. In every case I heard the interpreter read over the deed of transfer. The Natives at once signed the deed without hesitation in any instance. Not being a Maori scholar I cannot tell what the Natives understood by what was read to them.

Q. 3. Were the deed of transfer and vouchers the only documents signed by the Natives in your presence? If not, state the nature of such other document?—A. The deed of transfer, its duplicate copy, and the vouchers were the only documents signed by the Natives in my presence.

Q. 4. Did you see the Natives after they were paid hand the money to John Lundon, or did you see Lundon take the money from the Natives, and, if so, when, and in which case?—A. I saw the Natives in every instance after they were paid voluntarily place the cheques in John Lundon's hands.

Q. 5. Did you know of an agreement between the Native owners and John Lundon, appointing him their agent, and by which they agreed to accept 4s. 6d. per acre, and to allow him all moneys paid by Government in excess of 4s. 6d. per acre as his profit on the transaction?—A. I knew of no such agreement as that named in Question 5, or any other agreement between the Natives and John Lundon.

Q. 6. Add any facts within your knowledge outside the above questions if you consider them of sufficient importance, and tending to elicit the whole truth?—A. I have no knowledge of any facts other than those I have stated bearing on the case.

Questions submitted by Telegraph to Mr. Thomas L. Millar, Postmaster, Rawene, and Answers to same.

Q. 1. When you paid the money did you know of an agreement between the Native owners and John Lundon appointing him their agent, and by which they agreed to accept 4s. 6d. per acre, and to allow him all moneys paid by Government in excess of 4s. 6d. per acre as his profit on the transaction?—A. When I paid the money I understood Mr. Lundon was acting as agent for the Natives. I did not know of any agreement. I never saw any agreement, nor was any agreement referred to in any way to me by either John Lundon or the Natives.

Q. 2. Were the deed of transfer and the vouchers the only documents signed by the Natives in your presence? If not, state the nature of such other document?—A. Deed of transfer, duplicate copy of same, and voucher were the only documents signed by the Natives in my presence—that is, each Native signed the three separate forms.

Q. 3. Why was not each share paid for in one cheque?—A. At first I proposed to pay the shares in one cheque for each share; but Mr. Lundon, acting on behalf of the Natives, strongly objected to it. He informed me that they would decline to receive one cheque; that they could not get such large cheques cashed in Hokianga, there being no bank nearer than Kawakawa. The

Natives had travelled in some cases long distances and required money for immediate requirements, also to share among their relatives. He presented me with slips of paper on which the number and values of cheques were to be made out for each owner: in each case the cheques when added together amounted to the full value of each share. This matter was inquired into after the first few shares were purchased, and, on a similar explanation being given, authority was granted to continue paying for the land by a number of cheques. I understand the document authorising me to do so is now in the possession of the Native Affairs Committee.

Q. 4. Did you believe, when paying each Native his share, that such was the net value of his interest to which he was exclusively entitled?—A. Yes.

Q. 5. Did you see the Natives, after you had paid them, hand the money to John London, or did you see London take the money from the Natives, and, if so, when, and in which cases?—A. In several instances I saw the Natives, after receiving their cheques from me, turn round facing John London and hand their cheques to him. I never saw John London take the cheques except those handed to him, nor even ask for them. I cannot remember the names of the Natives I saw handing their cheques to John London.

Q. 6. Did you understand John London to be acting on behalf of the Government or of the Natives?—A. I understood John London acted for the Natives as their agent. The wording of my instructions reads: "The Natives will be brought to you by Mr. John London at convenient times to sign the deeds and receive payment for their shares, and Mr. London will arrange for the attendance of a licensed interpreter without expense to Government."

Q. 7. Do you know if the Natives were aware of the Government paying much more for the land than the money returned to them by Mr. London.—A. The mode of paying the Natives was so clear that there could be no misunderstanding as to the amount each Native received corresponding with the amount on the vouchers.

Q. 8. Before the Natives signed the vouchers did you make them clearly understand that they were receiving 7s. 6d. per acre from the Government for their land, or were the vouchers read to them by you, or were they in any way distinctly informed that each interest amounted to £217 10s.?—A. The Native interpreter explained the transaction to the Natives; the sum was written on the vouchers. I wrote the number of each cheque on the voucher before the Natives signed, and carefully in the presence of the Justice compared with the Native the number of each cheque he received with that on the voucher; and on a sheet of foolscap the numbers and amounts of each cheque were written. The Native, Justice of the Peace, and myself counted it; and the Native being perfectly satisfied that the amount of the cheques corresponded with the voucher, they were at once handed to the Native, the Justice of the Peace certifying to the correctness of these sums on the said sheets of foolscap. These documents are in my possession.

Q. 9. Did the interpreter, Mr. Cochrane, carefully translate the deed of transfer in your presence so as to lead you to suppose that the Natives thoroughly understood they were selling their land to the Government at the rate of 7s. 6d. per acre?—The wording of the deeds were read over by the Native Interpreter in every case before any signature was received, and the Natives seemed to me to perfectly understand what they were signing.

Q. 10. Did you hand the cheques direct to the Natives, or to anyone else on their behalf, when they signed the deed in your presence?—A. After the Natives had signed the deeds and vouchers, and counted the amount on the cheques, and were thoroughly satisfied that the sum they were receiving corresponded with the amount on the vouchers, I placed the cheques into the Native's hands, at the same time calling upon the Justice of the Peace and Mr. Flood to witness that I did so. The cheques passed direct from my hands into the hands of the vendors in each and every case.

Q. 11. Did you place the cheques before Rikihana, or did you place them in his hand, when he signed the deed in your presence?—A. The mode of paying Rikihana was exactly the same as the others.

Q. 12. Add any facts within your knowledge outside of the above questions, if you consider them of sufficient importance and tending to elicit the whole truth?—A. The fact that the Natives in every case counted up the amount of their cheques, carefully comparing the amounts with the vouchers they had signed, showed that they were thoroughly aware of the nature of the purchase of the land, and the amount being paid for each share by the Government.

WEDNESDAY, 31ST AUGUST, 1892.

Mr. JOHN LONDON, examined on oath.

1. *The Chairman.*] Mr. London, will you just state to the Committee anything you have to say in reference to the petition?—Yes, Sir. The first portion of my evidence would be in connection with Mr. Cadman, and I would like Mr. Cadman to hear what I have to say. [Mr. Cadman shortly afterwards entered the Committee-room.] I was down here last session on special business of my own. After Parliament was prorogued, I had a conversation with the Native Minister. In the conversation I had with him I asked him how much money he had to buy land this last financial year. He informed me the sum that he had; I forget the amount. I asked him was he going to buy any land north of Auckland. He said, No; he did not know there was any land for sale there. I informed him there were many small pieces. He told me, if I could get land without any trouble, so as to put people on it at once, he would buy some. I told him that I knew of pieces of land that would be suitable for placing people on. I think he asked me if I had a list. I am not sure whether I had a list or not. He said he would make inquiries, and would let me know in a day or two. In a day or two after I saw him on the same subject. He laid a plan on the table, and asked me to point out the blocks to him. He took the plan in his hand and went to the Surveyor-General's

office, and I went with him. The Surveyor-General, Mr. Percy Smith, stated that he knew those three blocks, and that they would answer for settlement—that he would like very much that the Government should buy the Kaitaia Block. I left the Surveyor-General's office, and, Mr. Cadman remaining with the Surveyor-General, I returned to the Native Office; and Mr. Cadman joined me there in a few minutes. He told me that he would buy those three blocks if he got them for a reasonable price. He then asked me what I thought he could get them for. He said that Mr. Smith had put 5s. per acre on the Otatau Block. I told him it was not enough—that I had ten years previously paid 6s. an acre, and all expense of surveys and Land Court. He said Mr. Percy Smith would put no more value on it. The next block, Motukaraka, he asked me what I thought the Natives would want for that. I told him I thought it could be got for 12s. 6d. an acre; it was worth £1. He said that Mr. Percy Smith had only valued it at 8s., and the Resident Magistrate at Hokianga, Mr. Bishop, valued it at from 8s. to 10s. an acre. I replied that Bishop was no judge, and it was shameful for Mr. Smith to put such a small value upon it, as the land was in a good situation, and was good. He said that was all the Surveyor-General would give. I said I had put a lot of special settlers there; that some of the settlers had from 12 acres and upwards each, and they were entitled to 50. I would try and buy it for their sake to enlarge their holdings. He then asked what I could get Kaitaia Block for. I replied, what had Mr. Smith valued it at. He said 7s. 6d. an acre. I said that was plenty; that I could get it for less money. Well, he said, if I liked these prices he would get the thing put into shape and buy it. I asked him what he would allow towards the expenses. He said he would allow £10 for the Otatau Block, I think £35 for the Motukaraka Block, and £50 for Kaitaia, on condition that there would be no surveys or cutting off owners' shares that would not sell. I told him it was not half enough, as the expenses would be a good deal. I put my finger on the Kaitaia Block on the plan, and said I can get some money out of this; have you any objection to me getting some money out of the Natives for selling it? He said he had no objection—that the Natives might give me what they liked, so long as the Government were not put to any more expense. I pointed out to the Minister that the block was divided into two parts, but that I was speaking from memory. He said that if they did not sell it in one block, he would not allow anything for expenses. I said they were all chiefs, and friends of my own, and that I had no doubt I could get that done. We then had a conversation with regard to payment for the land, and he said that Mr. Bishop, R.M., would be the medium of payment. I said he was a very good man, but he was only there once every two months, and that the owners of the different blocks could not be got together when Mr. Bishop was there—that Mr. Bishop had to attend the Courts from Otahuhu to Ahipara, covering a distance of 180 miles. He asked me if I could suggest anybody else, and I said the postmaster, Mr. Millar. He said he would make inquiries, and if the department said Mr. Millar was a good man, he would try and arrange for him to pay the money. Two or three days later he told me that the thing was all arranged—that the Postal Department gave a good character of Mr. Millar. I left Wellington and went to Auckland without any paper. Mr. Cadman was in Auckland some time after, and I asked him if he would be good enough to give me authority to get information in connection with these blocks at the Native Office in Auckland, and he said he would. Mr. Bate, the Secretary to the Minister, told me of Mr. Edgar, that he would give me the information. Mr. Edgar gave me the information I wanted, and gave me the names of the different shares that all the owners had in these three blocks. Soon after I went to Hokianga to see the owners of the different blocks. I went by the way of Dargaville. I saw Wi Rikihana. I stated that I came down to see him, to go with him to see the owners of the Kaitaia Block. He asked me the price. I told him that when we got the owners all together we would talk of the price. He said, "You and I are friends; cannot you tell me the price now?" I said I did not want any one to know. It would be 4s. an acre, but he was not to tell anybody. He replied the land would go at that price. I asked him to come with me and see the others, and I would pay him. He said he could not go, but if I went to his relative, Herewini te Toko, it would do. I went to Herewini te Toko, and saw him at Mr. Hardiman's. He told me that Wi Rikihana was to go with me to see the other chiefs. He said I knew them all myself: that he was really sick and could not go. He asked me the price, and I stated what I had previously told Rikihana. He said the land would go, because some of them offered it to Sam Yates at 2s. 6d. an acre. I went to different places and saw all the owners but one, and he was at work on a gum-field at Parengarenga, at the North Cape. I saw the chief, Waka Rangaunu, and I got him to write a letter to this man at Parengarenga, to William Brown (Wiremu Paraone) and I gave the man £3 to convey the letter to him. We then fixed upon a day to meet at Rawene, and I think it was Thursday, the 3rd December, 1891. They all attended that day in Flood's house but Rikihana and Ngawaka. They were all present with their friends. Mr. Cochrane was there as licensed interpreter. It was the first time Cochrane and I had met. I told Cochrane to inform the owners that there were some white men present and old friends; that whatever happened before, they were now to settle about the land. I told Mr. Cochrane to state that I was acting as their agent, and had nothing to do with the Government; that it was a private conversation I had in their own place when they agreed to take 4s. an acre, and that none had asked more, except Herewini te Toko, and that he asked 5s. an acre; that now that we were all here together I would split the difference between the 4s. and the 5s. and give them 4s. 6d., and that I would pay all the expenses; and that whatever the balance was would be my own. They clapped their hands, and they all seemed pleased. I told them that I would get Mr. Cochrane to draw out an agreement, and that I would want them all to sign it. They said with one voice that they would. I think it was next day I requested Waka Rangaunu to sign the agreement. He asked me where Robert Cochrane was. I told him he was in his office. He said, "Come on until we see Robert." I went with him to Cochrane, who made out a duplicate agreement with him in English and in Maori. He said that was all right; but Timoti Puhipi was a great chief, and he had a great deal of respect for him. Timoti did not want to sell the land, and that he

himself did not wish to sign any agreement until Timoti would go, as he would not sell. As soon as Timoti would go they would sign. Timoti went away that evening across the river; and they signed the agreement the next morning in Cochrane's office. They were all there at the one time. Cochrane read the English portion in my hearing and presence. I will not swear whether he read the Maori or not, but I believe he did. I asked him to read the English. They signed it one after the other, as their names are on this list. [Produced.] Mr. Millar, the Postmaster, was busy that day, and he could not take their signatures to the deed, and it was put off until next day (Saturday). When they went up, after dinner, to Mr. Millar's office, Mr. Millar objected to more than one going in at the same time, in consequence of the talking and want of room, and he called for them as he wanted them. Cochrane read the deed to the first man who was called in, and he put his hand upon another document, which had the same appearance as the deed—Cochrane said it was a copy of the other—and the Maori signed it. He signed the voucher for payment. Mr. Millar drew the attention of Clark, the Justice of the Peace, to the cheques, pinned them together, and personally gave the cheques into the hands of each man. As soon as they got them they turned round and handed me the money, in accordance with the agreement which they had made with me outside. I took the money, and we came into the dining-room of the hotel. I asked Cochrane to go over the cheques and give them the money in the presence of all; and they all seemed satisfied, and made speeches, saying it was a new way of selling land, and the most satisfactory way they ever saw. I telegraphed to Wi Rikihana after they had gone away, and told him that the others had sold, and that they got 6d. an acre more than I had informed him, besides expenses. He telegraphed back for me to bring Mr. Millar (the postmaster), Cochrane, and the deed, and go to his place and he would sign—that his child was sick and he could not come. Millar could not go, because there was no one to take charge of the post-office, and I sent Ned Howe, and gave him £4 to go and fetch Rikihana, who came and asked me did I give the others anything more than I was giving him, and I said "No." I had arranged with Mr. Millar, as soon as he could spare the time, to take his signature; but before he went to Millar's he signed the agreement in my presence, in Cochrane's office. I asked Cochrane to translate the English version to him, which Cochrane did. He translated the English into Maori. Then Rikihana went up to Millar's office and signed the deed. He signed the deed in my presence and in the presence of John Flood, Mr. Clark, Mr. Cochrane, and Mr. Millar. Millar pinned the cheques together after checking them, and put them into Rikihana's hand, who turned round and gave them to me. A day or two after Millar got relieved from Auckland, by a telegram from one of the officers of the Post Office. He arranged with me to go to Whangape. He took the deed there; and Mr. Clark, Mr. Cochrane (the interpreter), and myself went to Ngawaka's house. Waka Rangaunu was there in his own house. Mr. Millar got the schoolmaster, who is a licensed interpreter at Whangape, to attach his signature. Cochrane read the agreement to him; then he translated the English into Maori, and the chief signed it. All the Natives had signed the Maori version of the agreement as well. He signed the two deeds, and the vouchers for the money, and handed all the cheques to Ngawaka, who transferred them to me. After some time outside of his own house I gave him 4s. 6d. an acre. He gave the cheques to me to take my own share out of. He gave me £66 odd for Sam Yates, of Parengarenga. Getting his signature cost me £12. Timoti Puhipi telegraphed to me from Kaitaia that he was going to the meeting at Waima, and that he would sign the deed when he reached Rawene on his way to the meeting. There were a good many Natives with him, and Mr. Kapa was with him. He called me on one side, and said there was a great number of people there, and he did not want them to see him signing the deeds and getting the money, and if I sent for Cochrane he would like to sign the deed at night. I sent for Cochrane, who came to his office between nine and ten o'clock that night. Cochrane read this agreement to him. He read the agreement in Maori, and he signed it in my presence. Millar would not agree to pay him that night, but would pay him in the morning. In the morning, before office hours, he went up and signed the deed. There were a great many people in Flood's Hotel, and Flood was very busy. His namesake, Robert Flood, now a Native teacher, came up and attested the signatures. Timoti Puhipi got the cheques pinned together from the postmaster, and turned round and handed them to me. I took my portion as arranged, and he gave two cheques to me for Sam Yates for £66 odd each, and the rest he gave me to keep until he came back from Waima. When he came back from Waima he asked me to give his money to Wi Robinson, a half-caste, and to give Robinson the cheques for Sam Yates. Sam Yates had come up from Parengarenga, and was then staying at Timoti's place. I gave the money to Robinson, and pinned Yates's two cheques together. I saw Yates afterwards in Auckland, and I asked him did he get these two cheques, and he said he did. I gave him the £66 that Waka gave me to give him. I gave this money to Yates. It was £200 divided into three parts. We completed the deed with the exception of two quarter-shares of sisters of H. T. W. Papahia. I got him to make an application for the hearing at Herd's Point for succession-orders. When the sitting of the Court was gazetted, Papahia attended, and the succession-orders were made out in his favour. We then went to Cochrane's office, and he signed that agreement [Exhibit (B)] twice over for the shares of his dead sisters. We then went to Millar's office, and he signed the deed twice over for the quarter-shares. This was two months after he signed the agreement and executed deed for himself. He was paid for each quarter-share separately, and as he was paid the money by Millar he turned round and handed it to me. He did not show any dissatisfaction. That ended my work and my arrangement with the Native Minister. I got a telegram from Mr. Sheridan, saying that the Native Minister had granted to Raiha Tamaho £108, and that if I would kindly bring her to Millar's office that Millar would pay that money. I went for her and brought her there, and Millar paid her £108, and got her to sign the deed; but before she signed in the presence of Mr. Millar, Mr. Clark, and Flood, I asked Cochrane to tell her that I had not anything to do with her, and that I was not acting for her; but that Mr. Sheridan asked me to fetch her there, and that my work was done after I brought her there. She was paid

the money in different cheques as she wanted it. After she signed the deed she turned round and handed the cheques to me. I asked her what she handed me the cheques for, and she said she wanted some notes. I got one of them cashed, and gave her the notes, and sent her back in a waterman's boat to Hardiman's. The bringing of her there and sending her back cost me £4. The first time I heard of any dissatisfaction was from Herewini te Toko, in Hardiman's house. He wanted to know why she got £108; and I told him he must ask Mr. Cadman and Mr. Hardiman, as I knew nothing at all about it. That was more than two months after the sale. I was going home to Auckland, and I came by Rikihana's place, and told him "good news." I met Mr. Pope, the schoolmaster, and I told him that Raiha Tamaho got £108. Rikihana asked me why she got it, and I replied I did not know, but that I was very glad she got it, because I knew she had the best claim of the whole of them, unless Herewini te Toko, who was a relative of hers. He said if I had anything to do with it he and I would be friends no longer. I told him Mr. Cadman was then in Auckland, and to go to him. He said, "Where is the money?" I said I would pay his expenses there and back. He said he would not go. I have never told anybody, European or Native, that I was acting for the Government. I told them all I was acting for the Natives. Before I left Wellington, when the Hon. Mr. Richardson was stopping at the hotel where I was staying, the Metropolitan, he said there was a report that I was a land-purchaser for the Government; was there any truth in it? I told him there was no truth in it—that I undertook to get Natives' signatures to three blocks of land that I had offered to the Native Minister, who arranged to buy them, as they were required for settlement. I think Mr. Richardson again asked, a day or two afterwards, and I told him I was not acting for the Government, and that I might do lots of wrong things, but I did not lie. The next I heard of the dissatisfaction was after coming down here, nine weeks ago. Mr. Robert Thompson, the member for Marsden, at the Metropolitan Hotel, at the dinner-table, said that there was a very damaging petition sent down against me. I asked him who sent it. He said he only heard it talked of in the lobby, and that he was glad I was here to meet it. That was three weeks before it was presented. Kapa called at the Metropolitan to see me. He told me he was looking after me the day before, and he did not see me. I asked him what he wanted; and he told me he had a petition, and asked me if I had any objection to its being presented. I said, "None in the world;" but I said, "Who gave it to you?" He said, "Mr. Mitchelson." I said, "How did Mr. Mitchelson get it; he is the member for Eden, and you and Mr. Houston are the members for the district?" I said the petition in the usual form ought to go to them. He said he did not know. The petition was presented that day, and he asked to have it read. It was read. I saw him a day or two after, and I asked him who desired him to have it read. He said, "The Interpreter" (meaning Captain Mair). I had not written a telegram or letter to any one connected with the petition, nor have I asked anybody to do so. I have not spoken to anybody about it only the Native Minister. That is all I have got to say in connection with the land, but I would like to supplement my statement by a reference to other work with the Natives. This is the list of names that Mr. Edgar supplied to me. [List produced.]

2. *Wi Rikihana.*] I want to know who sent you up to purchase the Kaitaia Block?—The owners of it did at different times.

3. Was it not the Government that sent you to purchase that block?—No. The Government knew nothing of it.

4. When you arrived at my place, did you not tell me that you were going to purchase the Kaitaia Block?—No; I asked you to come with me and see the other owners—that I would pay you for it; I meant that I would pay you your expenses for going.

5. Do you not know that I and my wife spoke to you about the matter?—I knew your wife very well; I do not recollect her speaking to me about it.

6. Did you not ask me what price I wanted for that land?—No, I did not. You asked me what price I was going to give, and I told you that I would tell the owners all together.

7. Did I not ask you £1 an acre for my interest in that land?—I do not recollect; if you did I would pay no attention to it.

8. Did you not tell me that the Government would give 4s. an acre for it?—I told you that I would give 4s. an acre for the land. I told you this as a secret.

9. Did you not know that the Government would pay 7s. 6d. an acre for that block before you came up to me about it?—I did.

10. Did you tell Herewini te Toko and Papahia that you would give 4s. an acre for it?—I told Herewini te Toko, but I did not tell the other.

11. Why did you conceal the balance of the money you received over the payment you made for the land?—I did not conceal it, but I did not tell you.

12. Was it I that went to Millar and told him how to make out the cheques?—No.

13. Do you know that it was you yourself that did so?—Yes, I did so in every case.

14. *Hon. Mr. Carroll.*] Had they signed the deed at that time?—No.

15. *Herewini te Toko.*] The first thing I wish to say to you is, that it was on or about the 17th November that you came up to talk about the purchase of the Kaitaia Block?—I do not know the date; it was about that time.

16. Do you not remember, when I first saw you, saying that you did not come to see me about the purchase of the Kaitaia Block; that it was merely a friendly visit?—That is so.

17. What I said to you afterwards was that I had been cheated in the sales of lands that I sold formerly—that I had been victimised in regard to lands I formerly sold to the Government?—I do not recollect you saying so. I am sure you did not, because if you had I would have returned the answer that you had victimised your own people.

18. Did you not state that the whole of the Natives who owned this block were friends of yours?—Yes; and made me a present twenty-two years ago of 800 acres in Victoria Valley—the choicest portion of the Mongonui district, and I refused £2,200 for it.

19. Do you say that you have a strong personal affection for the owners of this block?—Yes, I have, and I have shown it in fifty different ways.

20. And do you say that you took £87 out of the purchase-money for this block out of one person's interest in this block as your own share?—I did, because you agreed to it.

21. Did you take £87 out of each owner's share?—I did, as you agreed to it, and I was to pay all expenses out of it.

22. Do you think that is showing your love for the owners—by taking so much out of each of their shares?—Yes, because I have shown myself all love in other ways. I got them a great deal more money than they expected to get for the land.

23. You have just already stated that the Natives made you a present of 800 acres: is it showing your love by further taking from them this £87 each?—Yes; they got a great deal more money than they expected.

24. If, after this, you should visit these friends of yours in their district, would they jump with joy on seeing you, and exclaim, "This is our friend who took from each of us £87"?—I believe that every man that gave me the grant would.

25. *Hon. Mr. Mitchelson*: That is not an answer to the question. The question is this: Whom you took the £87 from.

Hon. Mr. Carroll: That is the only answer he can give; he cannot give a definite answer.

Witness: My answer to the question, Mr. Mitchelson, is that I can do more with the Natives than you can.

26. *Herewini te Toko* (to witness).] How many of the land-purchase officers the Government appointed knew that you made the charges that you have made—that is, £87 out of £200?—I do not know. What land purchases I saw in the district I thought very little of.

27. Do you not know that it is only now that such an amount has been charged, and by you?—I was not acting for the Government. I was acting for the Natives, and they agreed to it.

28. I must speak now with regard to Raiha. You asked me to go and bring her?—I do not recollect asking you, and I think that was impossible, because she was where you were at that time, at Mr. Hardiman's; you were both together.

29. Did you not know that Raiha left Wangape?—I knew she left Wangape; and she was at Hardiman's on that day.

30. Do you not recollect your asking me to tell Raiha to come and sign a deed for the amount of £60?—I do not recollect.

31. Do you not recollect your telling me that if I would bring Raiha you would give me £1?—Yes; I wanted to get away to Auckland in a hurry. That was at Rawene.

32. I think it was after you told me to bring Raiha that I saw you at Hardiman's?—Yes.

33. Do you not think that it was on that day that the disputes commenced to arise between us?—I had no dispute with you.

34. Was it not on that day that I told you I knew that Raiha was receiving a greater amount for her share than we received?—Yes.

35. Do you not remember that it was on that day that I saw the letter from the Government stating what amount Raiha was to receive?—I have already stated in my evidence that she received £108, and that I had nothing to do with it—that her name was not on my list.

36. Do you not know that it was because Raiha knew how much money she was to receive that you did not charge her any commission on it?—No; I had nothing to do with Raiha, only what I have stated in my evidence.

37. I now wish to ask you a question about the signing of the agreement. How many days was it before we signed the deed of purchase that we signed the agreement?—One day.

38. Do you recollect what your witness stated? Did he say it was only one day prior to signing the deed?—I think he said two. I am not sure. I think he said two.

39. Did you raise any objection to what your witness gave in evidence?—No; I thought nothing of it.

40. *Hon. Mr. Richardson*.] Did you get Ngawaka's signature at his own house at Wangape?—Yes; in his own house.

41. Did you obtain his signature to the agreement and to the deed at that time?—Yes.

42. And in Mr. Millar's presence?—Yes. Mr. Millar, Mr. Clark, the schoolmaster at Wangape, Mr. Cochrane, and myself were together in the house. Ngawaka was ill in bed; he was delicate. He put on his trousers and came to the box and signed the agreement, and he signed the deed afterwards. It was all done at the one time. I would not like to swear that Mr. Clark was in the house at the time the agreement was signed, but Mr. Millar and the schoolmaster were there. I believe they were all there. That was what they went there for.

43. Why did you cause the English portion of the agreement to be translated by the licensed interpreter into Maori instead of giving the Natives the deed in Maori, as they could read it for themselves?—Before you came in I gave in my evidence that I was particular about translating the English version into Maori by the interpreter, and that I did not care whether they read the other or not.

44. Do you understand Maori yourself?—I do not read and write Maori, and I do not thoroughly understand Maori, but I can make the Maori understand me, and I understand them fairly well. I can do more with the Maori than any Maori scholar can. I will go further and say that I have been asked by the Government to act where the Government officials have failed. Te Moanui came with me from the Thames to Auckland, and I got a road made through their land.

45. That has nothing to do with this case. What I wanted to know is this: As you understand Maori sufficiently, did the interpreter read that agreement to the Natives or translate that agreement to the Natives word for word as it is there?—The English portion, I believe he did. I have no reason to doubt it that he read it over.

46. Might it not have been represented to the Natives as simply an agreement that they would sell for 4s. 6d., and nothing more?—No, Sir. It was to give me authority to act for them.

47. To act for them, and that they would sell at 4s. 6d.?—That they were satisfied with 4s. 6d. as their portion.

48. But did they know that you were to get 3s.?—They did not. This was before they went to sign the deed, and I did not get 3s. or anything near it.

49. You have stated that at the Metropolitan I asked you questions in regard to this matter?—Yes.

50. Was it not rather a general conversation on your part with several people who were present?—There were some people present.

51. Did you not tell us that you were going north to buy Native land for the Government?—I did not. You asked me one day, and then, in a day or two afterwards, you asked me again; and the Chief Judge's Clerk, Mr. Brown, who was stopping there also asked me.

52. How is it that you stated to-day that you bought this land for yourself, and not for the Government?—I never bought Kaitaia for myself, but I bought Mangamaru for myself.

53. You stated that you were not buying for the Government?—I did.

54. If not buying for the Government, for whom were you buying?—I was selling for the Natives to the Government.

55. *Hon. Mr. Mitchelson.*] It says in the first place that you were buying land for the Government?—If the agreement says so, I do not say no. I know nothing about it.

56. *Herewini te Toko.*] You said you did not conceal the fact that the Government were giving 7s. 6d. an acre for this block: is that so?—I said I did conceal it. I concealed the 7s. 6d., but told the owners I would make a lot out of it.

57. Do not you think that this love you have for these Natives was rather expensive to them?—I say not. I am sure it was not. If I did not love them they would have the land yet.

58. *Hon. Mr. Mitchelson.*] When conversing with Mr. Cadman upon the subject of this purchase, did you lead him to believe that you were going to pay the Natives a less sum than the Government had agreed to pay?—No; it was an impossibility.

59. Did you tell Mr. Cadman what commission you were going to charge the Natives upon the sale?—No.

60. You told Mr. Cadman, if he was agreeable to pay 7s. 6d., you could make a lot of money out of the transaction?—I did not ask Mr. Cadman what he would give. He told me what he would give—what the Surveyor-General stated he would give.

61. When you first spoke to Rikihana, he appearing to be the first Native you spoke to on the subject, what did you tell him when he stated that he was not prepared to sell the land at 4s. an acre?—He never told me that.

62. Never told you what?—That he would not sell it for 4s.

63. You say in your evidence that he did?—I say in my evidence that he did not. I could buy it for less from him if I liked.

64. You said in your evidence that the whole of the Native sellers, with the exception of Rikihana and Puhipi, signed the agreement together?—Yes.

65. And were present when it was interpreted?—Yes.

66. And you also stated that you did not yourself understand the Maori language?—I did not say that. It is impossible for me to say things that are not true. You say I did say it, and I say I did not. I say I cannot read or write the Native language, but I can make the Natives understand me.

67. That is not the question. Can you understand an interpreter when translating a deed, whether he is translating it properly or not?—I do not think I could; it depends on the contents of the deed.

68. Then you cannot say, from having heard Cochrane interpret the agreement, whether this latter paragraph in it was translated to the Natives or not?—I say the whole of it was translated.

69. How do you know?—I asked him to read it, and I was present, and he had no interest in the world in the transaction.

70. Did he read it in English or in Maori?—He read it in Maori.

71. You have already stated that you could not state, on hearing an interpreter translate a deed, whether he did it correctly or not?—No, I could not.

72. Then how can you say that that latter paragraph, agreeing that you should retain to yourself all the money received from the Government over and above 4s. 6d. an acre, is correct?—I could understand all that. Some deeds are drawn differently from others, and I could not understand them.

73. *The Chairman.*] Suppose you had never seen this deed written in English, and that some other interpreter had been interpreting to the Natives, could you have understood whether he was interpreting correctly?—I may not, but this agreement being drawn by my instructions I understood it perfectly. I do not say Mr. Cochrane interpreted it correctly. I told you that I asked him to do it, and I believe he did so. Mr. Hamlin and the other gentleman present put the questions to the Natives. Mr. Carroll also put questions. They have a peculiar way of putting these questions. I have a peculiar way of my own.

74. *Hon. Mr. Mitchelson.*] Do you not think it was rather a strange transaction, seeing that the agreement had been translated, that the interpreter did not read the Native translation instead of reading the English portion?—I was particular about the English, and I asked him to read it.

75. Do you not think that you would have been more particular and more correct had you asked him to read the Native translation instead of the English?—Every Native who signed the agreement understood it as well as you do. Mr. Cochrane, after reading the English version, turned it over and read it in Maori.

76. When dealing with Timoti Puhipi, and when asking him to agree to the sale, did he not at first object?—He did, and would not go there at all only through pure respect for myself.

77. And did he not consider that the timber upon the land was worth a considerable amount of money?—He did; and it is so.

78. Was not that one of the reasons which made him not anxious to sell for the latter price?—No; the reason why is that he was answerable to Sam Yates for £200, and offered one portion of the block to Sam Yates.

79. Did he not consent to sell the land to the Government upon your assuring him that the Government did not want the timber upon it, thus leading him to believe that though he sold his land—his share—to the Government, he could afterwards remove the timber?—This is the first time I heard of that. He did not. He told me there was gold in it, and not to sell it, and that there was totara and puriri in it.

80. Then, you consider that the Natives were well paid for the land when they received 4s. 6d.?—Yes; they never got as much before.

81. Then, the inference must be that the Government have paid too much for it?—No, the inference is that they did not know the value of the land, and they were hungry for money.

82. I would like you to tell the Committee what authority you had from the Natives to offer these lands to the Government on the 8th October last?—It was verbal authority from different owners, given at different times for the last fifteen years. I have gone to the Land Office in Auckland with the owners, inquiring as to the position of the law and titles.

83. Did you not tell Mr. Cadman, when you waited upon him at Wellington, that you had authority from the Natives to sell the Kaitaia Block for 7s. 6d. an acre?—I may have told Mr. Cadman, but I had no written authority for saying so.

84. But you did tell him that you were offering that land for 7s. 6d. an acre?—I never did. I never told anybody that.

85. Do you mean to tell the Committee that you did not tell Mr. Cadman that the Natives were willing to sell that land at 7s. 6d. an acre?—I did not. Mr. Cadman offered 7s. 6d. I said that was plenty.

86. When Mr. Cadman agreed to pay 7s. 6d. for the land, do you think that he had any knowledge that you were going to pay the Natives less than 7s. 6d.?—He had no knowledge, nor had I any.

87. And do you think that, if he had, he would have authorised you to go on with the purchase?—I cannot tell what Mr. Cadman thought.

88. You cannot suggest to the Committee upon what day, prior to your seeing Mr. Cadman, the Natives agreed that you were to act as their agent to sell the land to the Crown?—I have been living in this district off and on for twenty-two years, and they told me at different times that if I could get purchasers for everything they have got—pigs, cattle, timber, and everything else—I should have power to act, and I did look for buyers for them.

89. Without any written authority?—Yes; and without any emolument.

90. Why did you think it necessary to get a written authority from the Natives on this occasion?—Because I was dealing with Government money.

91. If you were dealing with Government money, you must have been purchasing that land for the Government?—I was not; but, surely, a Government cheque is Government money.

92. If you were not purchasing that land for the Government, whom were you purchasing it for?—I was not purchasing the land; I was selling it. I never said I was purchasing it.

93. *Mr. W. Kelly.*] What did the purchase of the block cost you, exclusive of your own time and trouble? Give me it as near as you can?—About £130.

94. *The Chairman.*] That is the Kaitaia Block of land?—Yes.

95. *Mr. W. Kelly.*] When you saw Mr. Cadman you told him you were acting for the Natives?—I did; and told everybody else.

96. And you submitted the blocks to the Government at a fixed price?—I remember the applications, but there was no price fixed.

97. I thought you fixed the price?—No.

98. Who fixed the price?—The Surveyor-General and Mr. Cadman.

99. Did Mr. Clark, J.P., get any expenses?—He charged a guinea for every time he attended.

100. *Hon. Mr. Cadman.*] You have stated that the charges on this block came to £130, exclusive of your own time and expenses: what do you estimate your own time and expenses at?—My time is sometimes worth nothing, and sometimes it is worth a great deal.

101. Give the Committee a fair estimate of what you think your time is worth?—I consider that my time and expenses would not be covered by less than £100.

102. *Mr. Kapa.*] Was it you who ordered Mr. Cochrane to make out this agreement that these Natives signed?—Yes.

103. Is it stated in that agreement that you were to receive 3s. over and above 4s. 6d. that was paid to the Natives?—There was nothing about 3s. in it. It was 4s. and expenses, and I did not get 3s.

104. Were you aware that the Government intended to pay 7s. 6d. an acre for it?—Yes.

105. How was it that you did not receive 3s., as you know that was the amount over and above 4s. 6d.?—Because I paid all expenses.

106. And were the expenses paid out of the 3s. over and above the 4s. 6d.?—Yes.

107. Do you not think that is how the Natives were deceived, by your not telling them you were going to get 3s. over and above the 4s. 6d.?—No; they were asking me to give them as much as I could get myself—£1 if I could.

108. If you knew that you were going to get 7s. 6d. from the Government why did you offer the Natives 4s. 6d.?—Because I thought it was a good price, and that they were satisfied with it, and because I could buy it for less.

109. Do you think it is not making light of the Natives there?—I know they never got so much before. They sold one-half of the same block for half-a-crown an acre. They sold Mr. White one-half of the 11,000 acres which the block contained.

110. Did you take that as an example for buying land, because the land was sold for a less price formerly?—No; I wanted to do better for them than ever was done before, and I did.

111. How is it that you always allude to the former sales of the land, and the prices obtained?—Because I was aware of the prices they got.

112. What amount of money did the Government arrange that you should have for the sale of this land?—There was no arrangement. Mr. Cadman said he would allow £50, provided there were no surveys charged to the Government.

THURSDAY, 1ST SEPTEMBER, 1892.

Mr. J. Lundon further examined.

1. *Mr. Taipua.*] I wish to know which document you wrote out; was it the one for 4s. 6d. an acre, or the one for 7s. 6d.?—I only got one document written out, and that was for 4s. 6d. and expenses. There was no other document.

2. Was that the only document that the interpreter interpreted to them that was made out?—That was the only one; there could be no other.

3. What was the extraordinary amount that the Natives demanded of you from the first, up to the time the agreement was made?—They demanded nothing.

4. Did they not state to you why it should be 3s., 5s., or any other amount per acre?—I told them 4s., and then Herewini te Toko said, "Would I not give 5s.?" in Hardiman's house, before he went to the Point at all.

5. How was it that the Government sent down a sum amounting to 7s. 6d. per acre?—I gave my explanation of that yesterday; they offered 7s. 6d.

6. Was it the Government that stated they would give 7s. 6d. for it?—I told the Government 7s. 6d. was ample.

7. *Mr. Kapa.*] In all cases that you had any dealings with the land, did you always take an interpreter with you?—No.

8. And who stated to the Natives what amount would be paid for the land?—Myself. They understood me, and I understood them.

9. You stated yesterday that you had great love for the Natives, did you not?—Yes; and you know it.

10. What is your position with the Government—are you friendly with them, or are they opposed to you?—I am friendly with them, but I do not think some of them are very friendly to me.

11. And did the Government pay you £50 commission, after the amount you received from the Natives?—I stated yesterday that I got £50; not as commission but as part expenses.

12. I ask you the question because I heard you refunded the £50 you got from the Government?—I did many foolish things, but I am not such a fool as that.

13. Have you heard that it is not right to serve two masters—for you will either love the one, or hate the other?—I have no two masters; I have no master, nor I have not for forty years.

14. Do you know what I am saying?—Yes.

15. You stated yesterday that I went to look you up in the hotel, did you not?—Yes.

16. And did you go into the whole statement with regard to the one matter Mr. Mitchelson stated yesterday, and also the interpreter?—I do not know what Mr. Mitchelson said; I gave it in my evidence what you said.

17. Did you state yesterday that I spoke about two petitions to you?—No, I did not. There was only one. I gave evidence respecting one petition.

18. How was it you kept what I stated back?—It did not bear on the case. I have not given any evidence on the second petition yet. I have not been called upon to give any evidence.

19. Did you hear any one make a statement to that effect?—Yes; that was in the hotel.

20. Where did it take place that I spoke to you about what the interpreter said with regard to this matter?—In the lobby of this House, I think. When I questioned you, you said it was true.

21. Do you actually think that was the case now?—Yes; it is in your own evidence.

22. Did you not meet me one evening, and you and I went up the road together?—Yes; and we went home the same way.

23. Did I not tell you that I asked the interpreter of the House whether it would be right to read this petition to the House?—You did not, and you did not say so in your own evidence before this Committee.

The Chairman: I do not see what bearing that has on the case. [To interpreter:] Ask Mr. Kapa what he wants to bring out.

Mr. Kapa: It is because I was puzzled with regard to the statements made by Mr. Lundon.

24. *The Chairman.*] I think, Mr. Lundon, you said in giving your evidence that Rikihana gave you a list of cheques that he would like to have, representing the sum he was to receive?—I asked him as I asked the whole of them.

25. I am speaking about Rikihana?—Yes; he gave the different amounts.

26. He mentioned as having only given you four cheques, and he only received four cheques?—I have no doubt whatever that what he said about the number of cheques is correct.

27. Did he see you making out the list of cheques?—I did not make it out for one of them. Cochrane made it out.

28. I understood from your evidence that he gave you a list of cheques?—I gave the list to Millar.

29. How did you get the list?—I got it either from Rikihana or from Cochrane.
30. When did you get that list from Rikihana?—I got it from Cochrane about an hour before Rikihana went to the post-office to sign the deed.
31. Was it in Cochrane's office?—Yes; he could not get it anywhere else.
32. How many cheques were in this list that Rikihana gave you?—Oh, I could not tell. I have a document in my pocket that could tell. I think the way Rikihana described it was right.
33. What did those cheques amount to altogether?—£130 10s.
34. That was the amount that Rikihana actually got?—Yes.
35. Then were there any other cheques on the list but these?—Yes.
36. You said the cheques altogether amounted to £130 10s.?—I mean the cheques Rikihana gave.
37. You said the list of cheques you got from Rikihana only amounted to £130 10s.?—Oh, they amounted to £217.
38. You also stated in your evidence that you did not tell the Natives that the Government were paying 7s. 6d. per acre?—I said in my evidence that they did not know until they went to sign the deed.
39. Did you tell them before or after they signed the deed that the Government were paying 7s. 6d. per acre?—I did not tell them at all.
40. Before or after signing the deed did you tell them that they were to receive 7s. 6d. per acre?—I did not.
41. Why did you not tell them that?—I thought it was better not to tell them. Any one dealing with Natives uses his own discretion. I had no object in keeping it back. I never saw the deed until they went to sign it.
42. I am now going to put to you what may be considered a conscientious question: Did you consider it the correct thing to receive these high sums from the Natives while at the same time you were being paid by the Government?—I think it was a right thing to get all I could from the Natives. I could have got hundreds of pounds more, if I liked.
43. You admit that the Government paid you £50?—Yes, towards expenses; on condition that there were to be no survey-expenses.
44. Cochrane got £30 for interpreting. The £50, I consider, is payment for something in connection with this land?—It was so much money given on condition that there were no extra expenses. I would not take all the risk.
- [The *Hon. Mr. Mitchelson* read from the written evidence the questions and answers on this particular point.]
- Mr. Lundon*: When Mr. Sheridan was giving his evidence, I asked him did he know me, and he said he did not. "I don't know him," were his words.
- 44A. *The Chairman*.] Then, my reason for putting the question is that I consider it looks like payment by both parties?—£50 could not pay for doing that, nor two fifties.
45. That is not the point. It is not because a person agreed to take a certain sum?—I am no party to that agreement.
46. You accepted £50?—I was offered the £50.
47. Have you accepted the £50?—I have.
48. You must have been a party to the agreement?—No; certainly not. The expenses were £130; and my own expenses—the value put upon my time—was £100.
49. *Hon. Mr. Carroll*.] When you first saw the Government about this block, did you tell the Government that you, acting on behalf of the Natives, could purchase for the Government, and purchase at 7s. 6d. an acre?—No; I did not tell the Government.
50. *Mr. W. Kelly*.] Who did you tell?—I told Mr. Cadman that that block of land was for sale.
51. *Hon. Mr. Carroll*.] When you first saw the Government in connection with this block, did you state that it was in the market for 7s. 6d. an acre?—I do not think so. I said it was in the market; I did not mention the price.
52. Did you offer to get it for the Government at 7s. 6d. an acre?—No; I offered to sell to the Government, and they put a price on it, not me.
53. So 7s. 6d. an acre was the price that the Government were willing to give?—Yes.
54. And you agreed to that?—I told the Government I could get it for less.
55. Why did you say you could get it for less money?—Because I knew they were very anxious to sell; they told me so.
56. Was it not because you were acting on behalf of the Natives?—I had been acting for those Natives off and on for twenty odd years in all their troubles. I have gone to the Registry Office with them to see how the land stood.
57. Had you any special authority at the time you made the statement that you could get the block cheaper than 7s. 6d. an acre?—No; none.
58. None?—None whatever. They sold the other half of the block for half a crown an acre.
59. So, then, you were not acting under special instructions from the Natives when you were arranging about the purchase of that block with the Government?—I had no written authority.
60. Then, if you could act, as you assume to have acted, as agent for the Natives without any written authority, where was the necessity for getting a written authority afterwards, the same day the deed was signed?—I did not get a written authority. They arranged to sell. When they arranged to sell I asked them for a written authority. I was not bound in any way. I was a free agent.
61. Then, when they agreed to sell, before the deed was signed, it became necessary to have a written authority from them?—I thought so.
62. Then you also became their agent from the date of that agreement?—I have seen them

in their own houses. I have travelled hundreds of miles to see them in their own places, and collect them at Herd's Point on a certain day.

63. You only became their agent on the date of the agreement?—That is all.

64. Before so becoming their agent, before that agreement, did you arrange with the Government as to the price for the land?—I did not fix the price. The Surveyor-General fixed the price, and Mr. Cadman told me afterwards that that was the amount that was to be given.

65. Then, had you accepted the price offered by the Government prior to the signing of the agreement referred to?—In connection with that block I told Mr. Cadman that it was plenty for it—I thought I could get it cheaper.

66. You said the Government offered the price they thought just. I want to know from you why you had accepted the offer of the Government before the agreement was signed by the Natives constituting you their agent?—I told Mr. Cadman I could get the land for less in his own office.

67. *Hon. Mr. Mitchelson.*] That is not the question. You know what "acceptance" is? You know that an offer is made by the Government, and you either accept it or not?—I told Mr. Cadman I would accept it. I told him he was giving enough.

68. Then, when you accepted the offer of the Government, on whose behalf did you accept that price?—The Natives; certain Natives. I told Mr. Cadman that I had great influence with the Natives—I do not think anybody will doubt that—and that I was very anxious to extend the village settlements there, and open up these blocks for that purpose. I told him I could get the Natives to agree.

69. Now, when this agreement was signed, authorising you to act as their agent, did they all sign it on the one day?—All that were there signed it on the one day—six.

70. Did they all sign on the one day?—Yes, they did, all but three. These three were not there.

71. When was that signed—before or after the execution of the transfer?—The day before.

72. How is it that their signatures are dated on different days?—I did not know they were dated at all until I looked at the document here in Wellington.

73. Did all the owners, with the exception of three, sign the deed of conveyance on the one day?—Yes, the six did.

74. Where was this agreement signed?—In Mr. Cochrane's office.

75. Mr. Cochrane acted as interpreter?—Yes.

76. Who else was there besides yourself, Mr. Cochrane, and the Natives?—No one else. One or two of their friends may have been there, but I do not think so.

77. Did you have any qualified witness of the execution of that agreement?—No.

78. Did you not think it was necessary in an important document like that, setting forth the terms upon which they were to part with their land, and appointing you as agent, to have some one there with the Natives—some qualified person to witness the signatures?—No, I did not. I had no doubt at all of the Natives. I have European enemies in the district, but I do not believe I have one Native enemy.

79. Did they know that you had that interest in the agreement when they signed it?—Every one of them; and they knew its purport before they were asked to sign it, and before it was written.

80. How do you know that they knew the purport of that agreement when they signed it?—I told them myself. We had a conversation about it, and Mr. Cochrane interpreted it the night before. I asked the European portion to be read and translated. There was not a dissentient voice to sign the agreement.

81. Did you ask Cochrane to read both translations?—Yes; I was not frightened about the other side because it was Maori. I said, "I don't care whether you read it to them or not," because it was in Maori.

82. *Hon. Mr. Carroll.*] Did the Natives read over in your presence the Maori version of that agreement?—I do not think they did. I do not think all of them did.

83. Do you know sufficient Maori to be able to tell whether the interpreter conveyed to the Natives in the Maori language the full purport of what there is in that agreement in English?—No; I do not think so. If it was a bad interpreter who translated, I think I would know; but if it was a good one, I would not know. My Maori is peculiar.

84. That means that in this case you could not tell whether the whole of the contents were properly interpreted?—No, I could not.

85. Now, at the time they signed this agreement, did you inform them that the price the Government was going to give for the land was 7s. 6d. an acre?—No.

86. After they signed the agreement, did you tell them?—No; they all knew I was going to make a lot of money out of it, and they were all glad—but they did not know how much.

87. Did you tell them before they signed the deed?—When they went to sign the deed I did not speak a word. Cochrane read it to them, and laid his hand on the duplicate, saying this was the copy.

88. At the time they were signing it, did you tell them you were to get 7s. 6d. an acre?—No, I did not.

89. After they signed the deed, did you tell them?—No, I did not. Of course they knew, it would be no use in me telling them.

90. Then, you did not consider it your duty, as their duly appointed agent, to tell them the price the Government were really paying for the block?—I did not do it. I told them I was going to make a good thing out of it.

91. Can you state positively that from the explanation of the interpreter of the contents of the deed to the Natives that they understood the price of the block was 7s. 6d. an acre?—They would know the whole amount, but I do not know whether they would know that the rate would be 7s. 6d. an acre.

92. Were you present when they signed?—I was.

93. Did Mr. Clark, J.P., ask any questions of the Natives when they were signing?—I do not think so.

94. Did Mr. Millar, the Postmaster, ask any questions of the Natives preparatory to, or just when they were signing their names?—He may have asked one or two or three, but I not think he asked the whole of them.

95. Do you remember one question that he asked?—No. There was some small talk going on, but I did not pay much attention to it. He was inside his own office, and there was a counter and a large opening through which to hand out letters. We were all at the other side.

96. All through these transactions there was a partition between the Natives, yourself, the interpreter, and Mr. Millar?—Yes; with a large window or opening.

97. Was there an adult witness to the deed other than the Justice of the Peace?—Yes, Flood.

98. Is Mr. Flood a Maori scholar?—No, he is not.

99. Is Mr. Millar a Maori scholar?—He is not a Maori scholar, but he understands sufficient Maori to transact business.

100. Could he explain a deed?—He could not read a deed as written, but he could explain it.

101. You did not hear him attempt to explain the deed?—No. Whatever he said was in connection with the money and the cheques.

102. How were these cheques divided—the amount for each man, for instance? How did you deal with Rikihana?—I asked him how he wanted his money, and he gave me the amount of the cheques.

103. Can you state what was the number of the cheques you gave Rikihana, and the amount they each contained?—I could not.

104. Of course you had the cheques made out in accordance with what Rikihana asked you to do?—Yes.

105. What were the amounts?—I could not tell the amounts now. I have got a paper that will tell the amounts; but what Rikihana said in regard to the numbers himself here I believe is true.

106. This is what I want to get at: did he ask you to make out one for £87?—No, he did not.

107. You asked Mr. Millar to make out these cheques?—I passed the paper in to him to put down several amounts for the Natives, so that he could make out the cheques in his own time.

108. Had you any idea, when you handed in the notice specifying the amount of the several cheques, that any large amount would go to you?—I knew that some of the money was coming to me, but I could not tell the amount.

109. Did he know some time before the signing of the deed that you were to get a portion of the money?—From me he did not.

110. Did he know from you at all that you were going to get any portion of this consideration-money?—He did.

111. When was it he first knew from you that you were to get a portion of this money?—I suppose when I put in some of the cheques, and he locked them up in his safe.

112. When was that—was that before the signing of the deed?—No, it was not; it could not be. He was a very exact man, and would not pay money before the deed was signed.

113. You said just now that he knew you were going to get some of this money, but he did not know the amount?—I told him I was going to get a big commission.

114. And did he understand that this big commission of yours was to come out of these shares?—I do not like to say so.

115. Then he knew that out of this money which was being paid to the Natives you were to get a very considerable portion of it?—He must have known afterwards.

116. *Hon. Mr. Mitchelson.*] What do you mean by “afterwards”?—Because of having the money put into the safe.

117. *Hon. Mr. Carroll.*] Did Mr. Clark, J.P., hand you over a further sum of money and tell the Natives when they were signing that they were signing away their land for a certain amount?—He might have done; but he does not know much Maori, and he could tell them in English.

118. You have already given in your evidence that you considered you were acting quite properly in acting as you did as agent for the Natives?—Yes, certainly.

119. Did you receive any commission from the Government?—I asked Mr. Cadman to allow me something towards the expenses in Wellington before I went north, as it would cost me a great deal of money to get there, and there was a great deal of risk. He said if I got the different blocks without subdivision and the Kaitia Block in one deed he would allow me £50. I was to explain to the Natives that I was acting for the Natives, and not for the Government. I told everybody, and I told the *Hon. Mr. Richardson* in Wellington before I left. [I wish to supplement my evidence by saying that the land the Natives made me a present of in the Victoria Valley has been sold since, under an order of the Supreme Court, for £164 at auction.]

Hon. Mr. CADMAN examined.

Hon. Mr. Cadman: I was not here when Mr. Landon gave the first part of his evidence this morning, and I have not heard what he said in respect to what passed between us. I heard what he said yesterday, and it is virtually correct, but it is not exactly as I would put it if I were giving evidence. Mr. Landon and I had several conversations respecting the purchase of Native land north of Auckland, and I mentioned several times that I had experienced great difficulty in getting land north of Auckland at any time. He made an offer, or rather informed me, that he could get land if the Government chose to buy it, and he named several blocks—in fact, a good many blocks. I had the titles of them looked into, and I chose the three blocks that we after-

wards arranged about, they having titles that I thought could be easily dealt with. I want the Committee to remember that in dealing with this matter I was not dealing with the Kaitaia Block alone, but with the three blocks together. I fixed the price for the three blocks after a consultation with the Surveyor-General. That has been the course I have usually adopted in all cases. At the same time, I have not always been mindful of the price that the Surveyor-General has given me, because my experience of the prices that he fixed has been that they are extremely low. He is always on the safe side in giving me the values of blocks of land. Now, respecting the amount that Mr. Lundon was to get, I arranged to pay him different prices on the different blocks. I cannot exactly remember the details of our conversation; but the impression left upon my mind was this: that I was giving a sort of contribution towards the expense he would be put to in getting the signatures of the Natives, because it was understood that the Government was to pay no more than the price I fixed as the amount to be paid, and that he was to bear the expense of interpreters, witnesses, Justices of the Peace, or any Natives he would have to bring to certain places, and any incidental expenses of that sort. Then, with respect to any profit he might derive from the Natives, I cannot remember what profits he was to gain on each block, although I think we had conversations about it, and I believe Mr. Lundon did say that he could get a better profit off the Natives if facilities were given him to obtain signatures before some Government officer who could take them. I named Mr. Bishop, R.M., as the man who would probably be chosen to pay the money. He demurred to that, as Mr. Bishop, he said, was only able to visit the district at certain times, at long intervals, and eventually I mentioned that Mr. Millar should be the Government officer who was to pay the money. Mr. Lundon said something about the profit he was to get from the transaction—the Kaitaia Block especially. I do not think the question of any one particular block, or the profit he was to receive from any particular block, entered my mind at all at the time. I was under the impression, knowing what Natives are, that he would probably get more from one lot of Natives than from others. After several conversations, I think I did tell him that, when I had fixed the price the Government was to pay, it was immaterial to me what the Maoris paid him for his part of the transaction with them. At the same time, I should like to say this: that I had not the slightest idea that the land could be bought at such a low price; for, if I had known, I should certainly have reduced the amount the Government were to give for it. I think that is all I need say on the subject. With reference to the memorandum of agreement, I drew that up myself, and I think I read it over to Mr. Lundon. I am under the impression that afterwards I interlined and altered the rough draft that I had prepared. When it was agreed to, I think I then gave instructions to have it copied by the typewriter. Then I put an endorsement upon it, that I would agree to Mr. Lundon's offer. I wrote words to this effect: "I have accepted Mr. Lundon's offer." That document was recorded in the file of papers in the Land Purchase Department.

120. *Hon. Mr. Mitchelson.*] The first paragraph says, "Mr. John Lundon has this day, on behalf of the various Natives interested, offered to sell to the Government the following blocks of land." Is that correct?—It is, as far as I can remember. It was distinctly understood between us that Mr. Lundon was acting for the Natives.

121. Then, it goes on to state that he offered the land to the Government on behalf of the Natives at 7s. 6d. an acre?—I fixed the price which I was prepared to offer for the land. I fixed it after consultation with the Surveyor-General, and that document is the result of the conclusion come to between myself and Mr. Lundon.

122. The document which states that Mr. Lundon was to offer the Kaitaia Block at 7s. 6d. an acre, and you accepted that?—Of course Mr. Lundon offered me many blocks of land, and said he was empowered by the Natives in the North to sell land.

123. Did he show you any authority from the Natives?—None at all.

123A. In your absence, Mr. Lundon stated that he did not offer the Kaitaia Block at 7s. 6d. an acre?—He did not offer to sell any blocks of land at any particular price. He told me he was empowered to sell land on behalf of the Natives in the North. He gave me the names of several blocks. I looked into them, and found that the titles of some of them were in such a state that it would be impossible to complete the purchase. Mr. Lundon produced no written authority to me that he was acting on behalf of the Natives.

124. You stated that you considered it was immaterial to you what profit Mr. Lundon made out of the transaction?—I did not care what the Natives paid him. I think I said that; I cannot say positively.

125. When you made that statement, had you any conception that Mr. Lundon had made a profit of £783 on the purchase of the Kaitaia Block?—I know from the surroundings now that he made a very large profit.

126. When you agreed to purchase the land at 7s. 6d. an acre you had no conception that Mr. Lundon was not going to pay that 7s. 6d. per acre to the Natives?—The impression on my mind was that probably he would arrange to receive from the Natives a lump sum. It never entered my mind that he would get so much per acre as commission.

127. If you had any knowledge that Mr. Lundon was only going to pay the Natives 4s. 6d., you would never have consented to have paid him 7s. 6d. per acre?—I would probably have dropped the price down to 5s. if I had known.

128. The fact of your having authorised the payment of £108 15s. for the Kaitaia Block shows pretty clearly to the Committee, I think, that you were under the impression that each of the Natives had been paid in full £217 10s., because £108 15s. is exactly the half?—The matter never entered my mind. So long as I heard no complaints from the department I considered everything regular, and I was satisfied. It never entered my mind that there was anything wrong or not. Very strict instructions were sent to Mr. Millar, at my request, because he would probably, being a new officer, not know all the details that were necessary to be carried out respecting land-purchases in that district.

129. Mr. Landon stated yesterday, that when he was negotiating with you at Wellington he stated that he would make a lot of money out of the transaction?—I do not remember his telling me that; but I have no doubt he said he would make money out of the transaction. Of course I was not then dealing with the Kaitaia land alone: I was dealing with the three blocks.

130. Do you consider that Mr. Landon purchased that land for the Government?—I do not recognise Mr. Landon as a Native-land purchaser at all. I was particularly careful that the money did not go into his hands in any shape or form. I do not recognise him as acting for the Government.

131. I asked Mr. Landon under what authority he was acting, and if he had any authority from the Natives to act on the 8th October, the date of your memorandum. His answer to that was that he had a general authority extending back fifteen years. The Natives were asked as to whether any authority had been given Mr. Landon during last year, or prior to the 8th October, and they each one of them absolutely denied they had ever given Mr. Landon any authority whatever to act prior to the 8th October?—That would be a matter between the Natives and Mr. Landon. I was not cognisant of it at all.

132. *Mr. W. C. Smith.*] Were you satisfied, and was the department satisfied, that the price paid for the land was a fair one?—I was guided, of course, by the report I got from the Survey Department. Since this matter has cropped up, I instructed Mr. Sheridan to telegraph to Mr. Kingston, of the Land Department in Auckland, asking him at what price the Waste Lands Board would probably put the Kaitaia Block on the market for settlement, and the reply was that the upset price would be 10s. an acre.

133. Were you quite satisfied with the transaction?—Prior to this inquiry, I had no cause of complaint in any shape or form.

134. *Hon. Mr. Mitchelson.*] Are you now satisfied, seeing and knowing that the Natives only received 4s. 6d. an acre?—With the knowledge I have of this block, and the surrounding circumstances, if I were going to buy it to-morrow I certainly would not offer 7s. 6d. an acre for it.

135. You are not satisfied with the result, as shown by this inquiry?—I have no cause to complain, so far as the arrangement I entered into on the part of the Government.

136. *Hon. Mr. Richardson.*] Do you consider, Mr. Cadman, that under the arrangement entered into by you it was Mr. Landon's duty to have informed you, near the end of the negotiations, that he could get the land for 4s. 6d. an acre—that it could be acquired for a very much less sum than he had accounted for?—I do not think so, after the conversation we had. I fixed the price myself, and if there was any mistake made about the price, I reckon I had made that mistake; I was guided by the department as to the value of the land. The impression on my mind was this: When I fixed the price at so much, as long as that is carried out, it is immaterial to me what the Natives paid to anybody for commission. Unless the purchase-money is absolutely paid to the Native owners, the deed is absolutely invalid. That having been done, I reckon, as far as the Government officer was concerned, he had done all that he could. If the Natives then chose to give the money to Mr. Landon, or anybody else, I do not consider it part of my duty to follow that up.

137. If Mr. Landon had informed you that he found he could have purchased the block for 4s. 6d., would you then have been satisfied to have allowed him a liberal commission on the part of the Government for so acquiring it?—I do not think I would have treated Mr. Landon as a Government officer at all, and should not have allowed him to go on purchasing land for the department.

138. Did you expect that the Natives would be paid a sum of money less than 7s. 6d., and Mr. Landon paid the balance, whatever it might be, to make up the 7s. 6d.; would he have been paid by your department?—No, certainly not. I knew from my own experience in purchasing Native lands that the Government are bound—or anybody else is bound—to pay money over to the Natives themselves; therefore, I would not have entered into any arrangement to let anybody have the handling of that money at all. I fixed the amount at 7s. 6d. per acre for the block, and that was to be paid in a lump sum, as is always done by the Government Department. We could make no other arrangement with anybody else for any other price than 7s. 6d. an acre.

139. Then, you expected that Mr. Landon, for anything he had done in the transaction, would be paid directly by the Natives, for whom he was acting?—Certainly.

140. *Mr. Kapa.*] Do you think that the Natives would have petitioned this House if the thing had been rightly placed into their hands?—I am quite satisfied, from the evidence, that the cheques were actually paid into their hands.

141. Did not Mr. Landon state to you that he was making a large profit out of the sale of the Kaitaia Block?—I do not remember his telling me that he would make a large profit out of it, but the impression on my mind was that he reckoned he would get better commission, or whatever you might call it, from the Natives for Kaitaia than the others—that is, provided he was successful in getting the negotiations completed quickly.

142. Did you understand from Mr. Landon, when he said he was making a good commission out of the sale of the Kaitaia Block, that he was going to take his commission out of the 7s. 6d. paid by the Government?—I considered that the Natives, out of the moneys they received from the Government, would pay Mr. Landon something for his services.

143. *The Chairman.*] If Mr. Landon had been acting as Native-land purchaser, would these Natives have been paid by the postmaster only, or by Mr. Landon, who said he was acting for them?—If I had employed him to purchase the land, I should have taken care that the money would have gone to him, because he would be moving about the district getting the signatures, instead of collecting the Natives in one centre.

144. Do I understand that Mr. Landon did not ask any such authority, either by letter or wire, from Auckland?—If it is stated so in the document on the file I am sure it is right.

145. *Mr. Parata.*] When you fixed that price of 7s. 6d. per acre you were sure that the money would be paid to the Natives?—I knew it must be paid to the Natives, because, if they had not

received the money themselves, their signatures would be of no use in the deed. The law is very clear that the Natives must receive the money at the time they sign.

146. You had no idea that the land could be got for less than 7s. 6d. per acre at the time you made the arrangement with Mr. Lundon?—I did not believe the Government or any one else could have got this land cheaper.

147. Nor you did not expect that Lundon would make such a big profit out of that transaction?—Certainly not; I had no idea of what he would make.

148. You never thought there would be any trouble about this block of land as it has occurred now?—No. This petition has been as much a surprise to me as to anybody else.

WI RIKIHANA further examined.

149. *Hon. Mr. Mitchelson.*] Did you authorise Mr. Lundon to sell the Kaitaia Block at any time during the last year, prior to the 8th October?—No.

150. *Hon. Mr. Richardson.*] What did Mr. Lundon say to you which induced you to hand the cheques over to him, after the postmaster had paid them?—I never returned any cheques to Mr. Lundon myself.

151. You did not object to Mr. Lundon taking the cheques?—No, I made no objection. I thought perhaps it was the way things were managed at the present time in sales of land at the Government offices.

152. *Hon. Mr. Mitchelson.*] Did you say “the Government offices”?—I thought that was the custom carried out by Government land-purchasers.

HEREWINI TE TOKO further examined.

153. *Hon. Mr. Mitchelson.*] Did you hear me question Mr. Lundon yesterday with reference to the authority to sell the land on the 8th October of last year?—I do not recollect.

154. My question to Mr. Lundon was: Had he any authority from the Natives to sell the Kaitaia Block of land prior to the 8th October last—the day on which he made the agreement with the Crown?—No.

155. *Hon. Mr. Richardson.*] What did Mr. Lundon tell you which induced you to hand him the cheques, after you had received them from Mr. Millar?—I thought that Mr. Lundon was a Government land-purchaser, and so I thought it was the custom, perhaps, in these days, to draw cheques in that way.

156. But did Mr. Lundon ask you or tell you beforehand that it was necessary to hand the cheques to him?—Yes, Mr. Lundon told me that I was to hand the cheques back to him.

157. *Mr. Lundon.*] Was that before you signed the agreement?—It was prior to the signing of the agreement.

158. *Mr. W. Kelly.*] Following up Mr. Richardson’s question: When Mr. Lundon asked you to hand back the cheques to him, what did you say? Did you think it was a strange request for him to make?—I thought that it was a new custom perhaps that was in vogue for drawing the cheques for the sales of land.

159. You did not object at all, you simply handed them back?—No, I raised no objection.

HONE T. W. PAPAHA further examined.

160. *Hon. Mr. Mitchelson.*] Did you, at any time prior to the 8th October last, authorise Mr. Lundon to sell the Kaitaia Block to the Government?—I do not recollect authorising Mr. Lundon to do so.

161. We want an answer—Yes, or No?—No.

