

Why did you not protest at the time against this charge being made?—I was in a very difficult position. I had signed the mortgage at sight, and I had a verbal undertaking to carry me on. Now, without being unduly rash, I think if I had said much about the rate of interest it is very questionable whether this verbal part of the agreement would not have melted too. I could not tell you from memory what they charged altogether before they bought the property in. This is one thing that happened after a time. I had been continually told that it would be more convenient, of course, if I could get the money somewhere else: "it was not the business of the bank to advance on fixed loan." Then why on earth did the bank do it? They not only did it for me, but did it for people all round the country. It was rather superfluous to tell me that it was not the bank's business to lend money on fixed loan. This happened once. I was going up to Auckland to endeavour to find the money up there to pay the bank off, and I had the pass-book made up to date, so that I might possess the exact amount to show to people inclined to lend the money. I went up, but did not get the money. I heard that they had instructions to remit the money to England that had been sent out—I mean the money I expected to get—and that was not at present allocated. When I came back I found that something like £1,200 or £1,500 had been added as interest undercharged for the previous year. This amount thrown into an account in that unexpected way makes it a very difficult thing to deal with. If I had gone up to Auckland, and said I owed £50,000, and it was found that it was £1,200 or £1,500 more afterwards, the thing might have been "off." The last year that I worked the account, after the property was bought in, the interest charged was £7,200 for twelve months' working of £72,000, which would be about 10 per cent. When I remarked that it did not look as if it was going to get much chance to reduce the debt, somebody said, "Surely we have a right to do what we like with our own." They said they had a right to charge 10 per cent. if they chose.

51. You realised at the time that it would require an exceedingly good estate to pay a charge of 10 per cent. on the money which you had borrowed: that the charge was an enormous one?—Yes; when I went to the Bank of New Zealand I was getting the money from my own people for 5 per cent.

52. I suppose there were other charges added—lawyers' letters, and so on. Did you receive many lawyers' letters while the bank had control over it?—Not a great many letters. Of course, there was a lawyer's letter taking possession, and then a lawyer's letter putting me in possession; a lawyer's letter telling me they were going to sell it—though I do not remember it—and there was a lawyer's letter telling me that they had determined to put it in charge of another gentleman.

53. *Mr. A. L. D. Fraser.*] What year was it you received word that another gentleman was to be put in your place?—I have not the exact date, but there is a letter here that I have put in to the Committee with it (see Exhibit J).

54. *Mr. O'Meara.*] With respect to this joke, when you asked to be released from liability in connection with this debt to the bank, you got an answer stating that they would not release you?—Well, the letter is put in to the Committee (see Exhibit G).

55. When you asked the question you looked upon it as a huge joke?—No.

56. You did not look upon it so when you saw their answer; it was too serious?—It is no use repeating remarks made by the legal gentlemen retained by the bank.

57. With respect to the survey and the grass-seed: the grass-seed has never been paid for, and the survey and the maps have never been paid for?—No, never. I had to sell every pennyworth I had of my private property to pay these people who supplied the grass-seed an instalment of 5s. in the pound; this included the furniture up to a certain point. Then Mrs. Hamilton, with her own cheque of £700 or £800, released the furniture, and so that was not removed; otherwise, that would have been removed and sold. Now, they have never paid for that grass-seed that has been sown on the place. It was bought by me at about half the usual price.

58. Did you pay it off?—No. I have not paid it off, but I was liable until the other day for it.

59. Then, I understand you to say that you bought this land—you were instrumental in buying this land—at 10s. an acre—or rather the bank got the land at a value of 10s. per acre, and they resold it. They received it from you at 10s. per acre; they took it over from you at that?—I had made all the arrangements for buying it when they came to me and said they wanted to sell the property.

60. Everything was ready for the purchase at 10s. per acre?—At about 10s. per acre, though I had myself given a pound for what I had got.

61. Still, they got this increased area at 10s. per acre, and sold the same land at £4 10s. per acre to the Government?—Yes. Some of this land has been bought. Some of it may have cost a little more than 10s. per acre. On the whole, I think it came in for 10s. an acre.

62. It would have averaged 10s. an acre, and for the same land they get £4 10s. from the Government?—Yes, with the improvements.

63. What was the value of the improvements: give us an approximate amount?—Say, £2 per acre.

64. That would bring it up to £2 10s. an acre?—About that.

65. And that would leave a margin of £2 an acre?—Well, say, it would probably be covered at about £3.

66. That would leave a margin of £1 10s.?—Yes.

67. And notwithstanding this great margin they refused to settle up for the grass-seed, &c., leaving it a liability upon you?—Yes.

68. Have you got rid of that liability?—I had to do this: The creditors offered me a release through their solicitor from the whole liability when they had got the 5s. payment. I said, "I have never taken a release from anything I owed yet, and I do not see why I should be put in such a position through the action of the bank." Mr. Lascelles said, "Colonel Whitmore has taken a