

the first the Natives gave this lease conditional to me—that I should not sell it, and that I should not give it to anybody else. When the Natives found—they were advised by outside people—that the bank was only waiting until the title was completed to seize the thing, they did everything in their power to stop completing the title, and I suppose Maata has done it. The Natives would not complete the title for the bank if they could help it.

172. Do you say that Maata had signed the lease?—I did not see her sign it.

173. Who got Maata's signature in the lease?—I was given to understand that a Mr. Kennedy, a Justice of the Peace, and an interpreter from Poverty Bay got it. If they had had the power they would have blown the lease up altogether the moment they found this action taken.

174. Is it correct that this lease was got while you were managing the run and acting as Native agent for the bank in acquiring interests?—Yes.

175. As a matter of fact, Maata refused rent from everybody who has offered it to her?—Yes, I have been told so. I do not know that from my own actual knowledge. This also had the effect of preventing my raising the money to pay the bank and giving them considerable trouble in that way; but from a moral point of view I think the Natives, if they could have broken the lease altogether, would have been perfectly justified in doing it. It had been obtained from them on a sort of false pretences, on the understanding that it would not be sold, and the first opportunity was taken to sell it.

176. But you had mortgaged the lease before this?—Exactly.

177. Well, the mortgage is dangerously near a sale?—The bank were made cognisant of the terms on which this lease was obtained. They were told the lease would be granted if the bank would undertake that it should not be sold. There is an injunction from one of the Natives that this was not to be sold or leased.

178. You stated this morning that when you were manager you had three separate bank accounts. The Native Title Account, I suppose, was an account for purchasing from the Natives?—Yes. The rent again went into the current account.

179. Who purchased Ropia's interest?—I did not. I think Mr. Hamlin was buying on commission, but I do not know that he bought it.

180. Now, when the definition of the individual interests came before the Court in 1891 the bank had acquired, by purchase and mortgage, about seven shares: that is in 1891?—I was not cognisant with what they bought. My impression was that it was bought after that.

181. Oh, no; the Native interests that were not sold were Maata Hoewaka, Matiu Meke, and Wikiriwhi Rautahi; about six shares and a half were purchased?—I may mention to the Committee that I was appearing with some of the Natives, and I think you (Mr. Fraser) represented some of the others.

182. I represented the bank?—Yes. Well, I was asked to appear for the Natives at Woodville and many other places, as far as my knowledge of titles was concerned, things I had nothing whatever to do with myself.

183. You have told us the only interest purchased by you was Karaitiana Takamoana's, and when the case came before the Court you as witness gave evidence as to the extent of Karaitiana Takamoana's right?—I was witness in Mangatoro, and in Tahoraiti, and in Kaitoki.

184. Was your evidence not to this effect: that, though you had bought this interest of Karaitiana Takamoana, you had always known that it was only a nominal interest?—If I said so I must have said what was my belief; but I also knew when the first Land Court sat and took Mangatoro the Natives asked me to be one of the grantees, to take the place of a Native in the Crown grant. I said, "It is very good of you, but a European cannot take such a place; but you will find in after-years, if you had got me in there, I could not say that I was an original owner of the land, because my European appearance would prove that I was not." But these people, Karaitiana Takamoana and Henare Matua, and such people, by-and-bye, in years to come, if, when these questions of title are arranged, choose to say that they are the owners, of course they become practically owners.

185. And, knowing that, you gave him £3,000 for his share?—I knew he was there, and you could not get him out. If he sold, he sold as a trustee, or he ought to have done.

186. He was a Crown grantee, with no evidence of a trust on the face of the grant.

187. And that was part of the security for the mortgage in 1889?—Yes.

188. Would you interpret the petition to mean that you were practically entitled to consideration on two points—first, as against the bank; and, secondly, for your services rendered to the colony: for your many valuable years' service, and in assisting the Government in acquiring the land, and so forth?—Well, I have often been told that I have made Dannevirke; that I have built it out of my pocket and expenditure. If I had not got the land the people would not have been there to-day. They said the least they (the bank) could do was to make me a present of Mangatoro. Of course, that is so.

189. These residents of Dannevirke, who have known you for very many years, are practically asking the House to consider your claims from two points of view?—Yes.

190. These receipts that you put in this morning are receipts and expenditure for the year ending March, 1889 (see Exhibit E). Was that prepared by the representative of the bank?—That was prepared by the bank accountant, who was resident on the place, and is there now. It is not sent with any purpose of bringing it before the Committee or before the Court. It was prepared by the accountant in 1889.

191. What do the £200 in figures represent; that is an addition to the receipts?—Well, I suppose the probability was that it would be more than shown by the bank figures, and it is a memorandum of my own. At that time the wool is estimated at £7,000, and of that £6,419 had been realised, with a quantity still unsold.

192. You spoke this morning of the sale by the bank to the Government at £4 10s.; I think those were the figures you mentioned?—Yes.