

be expected to repay the loan out of that rent, with 5s. in the pound interest. The interest is the same—viz., 5s. in the pound—whatever the term may be. If the rent is insufficient to repay the loan and interest, the balance is held over for six months, with interest 4s. in the pound. Mr. Bayley gives me no account when I borrow money.

To Commissioner: I get receipts.

Examination continued: I have receipts with me, which I produce. [Receipts produced, marked A.] I do not understand them, because they are written in English.

To Commissioner: The first receipt, 20th January, 1901, £10. I do not know what account, Wilson.

Mr. Bayley: Mr. Wilson and I registered under "The Money-lenders Act, 1901."

Witness (to Commissioner): The receipt, 21/2/06, £22: I paid that to Mr. Bayley to pay my bills.

Examination continued: I understand Wilson and Bayley are acting together, and that Wilson supplies the money and Bayley carries out the transaction with the Maori. When Mr. Fisher pays our rent, sometimes he does so in town, sometimes at our kaingas. When payment is made at the kainga Mr. Fisher is accompanied by his clerk and by Mr. Bayley. When paid in Hawera Mr. Bayley is sometimes in the room. Sometimes he stands at the door. At the kainga Mr. Bayley is present when the cheques are paid.

To Commissioner: The last payment was made a few weeks ago in the Native Office in Hawera. Mr. Fisher and his clerk were there. Mr. Bayley was not there. I did not see him. Last January Mr. Bayley was standing outside the Native Office while we were receiving payments. I was paid by Mr. Fisher a cheque for, I think, £25. I handed it to Mr. Bayley. He gave me a receipt. I identify the receipt, 21/2/06, as the one he then gave me. I owed about £31 or £32 at that time. The cheque I received and gave to Bayley may have been for £22. I am not sure. About £9 or £10 still remained, and Messrs. Bayley and Wilson lent me the amount to enable me to repay them. I was not told how much I owed, but I knew I should have to pay 4s. in the pound for interest. I owe £12 now. As to the £31 or £32 I owed in January, I asked Mr. Bayley for a loan, but I cannot remember how much I received.

Examination continued: I do not know how long I had had that money. It had been owing six months. I signed a document of some kind when I got the £9, showing how much I had received and how much I had to pay. Each time I borrow money I sign a promise to pay. I know it is, because Mr. Bayley told me in Maori. I cannot say whether there is any Maori writing on the document or not. The amount stated in the document includes the interest. Sometimes I see these documents again. Mr. Bayley has not returned any of them to me.

To Commissioner: So far as I know, they are all still in Mr. Bayley's possession.

Examination continued: To the best of my belief this document is written in Maori, because I think I remember having read it once. I take Mr. Bayley's word that the amount is correct. I know the amount I borrow, and Mr. Bayley works out the amount of interest. I pay him 1s. in the pound in cash, and he adds 4s. in the pound to the amount of the loan. I cannot remember any instance when I had difficulty in obtaining payment from Mr. Fisher in Mr. Bayley's absence. I have been told by several Natives that if this practice of Mr. Bayley's were stopped I should be in a worse position than I am now, and unable to borrow money anywhere. Mr. Bayley never told me so. I am residing on land belonging to my mother, which I cultivate. It was leased, but the lease has expired. Twenty acres were leased. I received no rent; my mother did. Rent was 12s. an acre. I considered it should be 15s. an acre. I do not know who arranged the lease. The rent was paid to my mother. I remember a transaction with you (A. Paterson). I was to pay you about £10 some time ago, when I received rent. You were pressing me for payment, and I promised to pay when I received rent. I told you I had received rent from Mr. Fisher, but Mr. Bayley had got it. The amount of the cheque was £30 5s., and all I had left was 15s. Mr. Bayley had taken £29 10s. in payment of a loan of £23. This was in August, 1905. Two days later I borrowed £10 from Mr. Bayley, and signed a promise to pay £12 10s. Mr. Bayley came with me to pay you, and paid you £7 10s. I produce the receipt (B). I knew Mr. Paterson got only £7 10s. Mr. Bayley kept the difference, £2 10s. Mr. Bayley told me to pay you, Mr. Paterson, what I owed. I promised to pay you in consequence of what you said to me.

Commission adjourned to 10 a.m. Monday.

MONDAY, 27TH AUGUST, 1906.

Commission resumed at 10 a.m.

*Te Hokio*, on former oath (cross-examined by Mr. Bayley): I can read and write Maori. I have had a good many transactions with Europeans about land. I first came in 1894, to the best of my belief. I wanted to borrow some money. I do not remember what I wanted it for. I was not being pressed by any one for money. You told me I should have to pay interest. You said 4s. in the pound. I agreed to that, because I wanted the money quickly. I did not at that time offer any security. I knew the amount of my liability to you for principal and interest. I signed a document which you have. I have received money from you without signing for it, not exceeding £2 at any one time. I can always learn how my account stands by coming to your office. I am shown the ledger. When I get a loan from you I always know at the time what I owe, though sometimes I forget afterwards. Rents are paid to me by Mr. Fisher. When I get a cheque from him I give it to you. I did not give it to Mr. Paterson, because I saw you first. Sometimes you ask me for it. Sometimes I give it to you. If I gave it to any one else perhaps you would be angry with me. You always give me a receipt when I give you a cheque. My last cheque was 9th August,