

85. *The Chairman.*] You said that your interest in the land extended from the coast-line up to Panirau?—Yes.

86. Do you know that is a distance of nearly thirty miles on the Mokau River frontage which you claim to have an interest in?—I do not know much about distance in miles, and I might make a mistake and mislead you.

87. You know where the steamer starts from the ferry up to the coal-mine?—Yes.

88. Well, that is twenty-two miles?—Well, my land goes further up than that.

89. Well, to the Panirau is another eight or ten miles—that is thirty miles?—It may be more or less.

90. In the whole of that distance of nearly thirty miles will you tell the Committee where any village or any burial-place exists either at the present time or in the past?—Yes, I can.

91. Whereabouts?—At Pukeruru. That was the kainga of my elders—Kelly's sawmill.

92. Well, beyond that, what other kainga or burial-place exists?—Pukeruru was the burial-place at about the time our mothers gave birth to us.

93. Well, above Pukeruru?—The occupation above that was in the time of our ancestors.

94. Whereabouts?—Te Morere at Panirau.

95. You have always been averse for many years to the disposal of any Maori lands in that district?—No such thing as lease or sale was ever brought into the district till Jones brought it in.

96. But I ask if you were not always, and are still, averse to the disposal of Maori lands in the Mokau district?—Yes.

97. Did you not sign the lease to Block 1f which Mr. Jones got up?—I did in the first instance. That lease was not valid, and he threw it on one side, and he brought a new lease, which I did not sign.

HERRMAN LEWIS affirmed and examined. (No. 14.)

1. *The Chairman.*] What are you?—Well, at present I am putting 25 acres down in potatoes.

2. Where do you reside?—At Lower Hutt.

3. Have you seen this paper which is before this inquiry with regard to the Mokau-Mohakatino Block?—I do not think I have.

4. Have you seen the published statements in most of the newspapers dealing with it?—Yes.

5. Mr. Massey has summoned you as a witness: are you prepared to make a statement in connection with the subject-matter of this inquiry or subject yourself to examination by Mr. Massey?—I have no wish. Whatever you wish to know I will tell you if I can.

6. *Mr. Massey.*] Will you give us the date when you first became connected with the Mokau-Mohakatino Block?—I could not give definite dates. I think it was at the end of October or November, 1907—towards the latter end of 1907.

7. You had some business transactions at that time in connection with the block?—No, sir; I had dealings with the solicitors who acted on behalf of the trustees of Wickham Flower's estate.

8. Who were the solicitors?—Mr. Campbell, of Travers, Russell, and Campbell.

9. Will you tell us the nature of those dealings?—Yes. I took an option over the property. They gave me an option for a period to purchase the property.

10. When you say "to purchase the property," you do not mean the freehold?—No; the leasehold interest.

11. Then the leasehold interest belonged to their clients?—Yes, the executors of Wickham Flower.

12. Did you go and see the property?—Not at that time—a little later.

13. Did you purchase the leasehold interest?—Later. I got an option at first, and sold it.

14. You sold the option?—No; I sold the property. On the 18th May, 1908, I sold the property to Mason Chambers, Robert Donald Douglas McLean, and Sir Francis Price, Bart. I sold the leasehold interest of the property.

15. You had not acquired it at that date, had you?—I had acquired the option over it.

16. Then you only sold the option?—I had the right to purchase.

17. You sold the right to purchase?—Yes.

18. What was the amount of the option?—£14,000.

19. Is it not a fact that you took up the option and acquired the interest?—Yes, I bought it.

20. Was that after selling the option to the gentlemen whose names you have mentioned or before?—My option had not expired at that time. I sold it first.

21. And then you purchased afterwards?—Yes, I completed the transaction.

22. I suppose it is a fact that you remortgaged it to the executors of Wickham Flower at the time you purchased it?—Yes.

23. At the same amount?—No; that would be hardly fair in this case. I sold the property to the people mentioned for £25,000 and one-eighth interest. They paid £5,000 cash deposit. Of that £5,000, £4,300 was locked up with Messrs. Moorhouse and Hadfield, solicitors, Wellington, towards the purchase-money, but the remainder was never paid over, and consequently I gave a mortgage back over the full amount of £14,000 to Wickham Flower's trustees.

24. Well, was the sale completed?—Well, that amount of £4,300 has been locked up for the last three years.

25. Was the sale of the option completed to the gentlemen whose names you have mentioned?—No. Mr. P. S. McLean, solicitor for the people who bought, objected because he thought there was a flaw in the title.

26. The sale was not completed?—No.

27. You became owner of the leasehold interest subject to a mortgage of £14,000?—Yes.

28. Could you give us the date?—I am not quite sure, but I think the 20th May, 1908.